



61<sup>st</sup> City Council

Mayor Chuck Burtcher

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

Ward III – Sheri Mueller, Gaylord Z. Thomas

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Council Chambers, 101 N. 2<sup>nd</sup> Street; Guthrie, OK 73044

Tuesday, November 1, 2011 ~ 7:00 PM

Swearing-In of Sheri Mueller, for vacant Ward 3 City Council seat by Municipal Judge, David Hood.

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

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

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held October 18, 2011..... 3
B. Consider approval of claims..... 5
C. Consider approval of Budget Amendment No. 1 increasing the budget for the General Fund, Guthrie Public Works Fund, Grants Fund, Hotel/Motel Fund and Capital Projects Fund..... 11
D. Consider approval of Budget Amendment No. 10 increasing the budget for the General Fund, Guthrie Public Works Fund, Hotel/Motel Tax Fund, Water Treatment Plant Fund, CMOM Fund, Airport Grant Fund and GIDA Fund for FY 2011 Year End..... 15
E. Consider Approval of Entering into a Building Tenancy Agreement with Utility Safety Services, LLC for the rental of commercial space at 5909 S. Division, Guthrie, OK for the purpose of housing of the large pieces of heavy equipment that were normally kept in the equipment sheds or in the shop, but because of the destruction by the May 24, 2011 Tornado we have no place for the protection of our equipment, and as approved by the Oklahoma Municipal Assurance Group, on October 26, 2011, and as stated in the agreement attached..... 19

- 4. Adjourn

CITY COUNCIL MEETING

- 1. Call to Order
2. Consent Agenda

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

- A. Consider approval of minutes of the Special Workshop Meeting held on October 18, 2011 ..... 27
B. Consider approval of minutes of the Regular City Council Meeting held on October 18, 2011 ..... 29
C. Consider approval of claims..... 33
D. Consider approval of Treasurer’s Report..... 35
E. Consider approval of a revised agreement with God’s Food Bank reflecting a new location for the Guthrie Community Garden..... 43
F. Consider approval to solicit bids for the bed replacement and other repairs to Brush #4 (Unit #70) due to fire damage that occurred in July 2011 ..... 49
G. Consider approval to purchase ¾ ton, crew cab, 4 wheel drive pickup and accessories for fire department..... 51
H. Consider approval of Oklahoma Tax Commission Agreement for Administration of the Sales and Use tax..... 53
I. Consider approval of Budget Amendment No. 1 increasing the budget for the General Fund, Guthrie Public Works Fund, Grants Fund, Hotel/Motel Fund and Capital Projects Fund..... (see pg 11)
J. Consider approval of Budget Amendment No. 10 increasing the budget for the General Fund, Guthrie Public Works Fund, Hotel/Motel Tax Fund, Water Treatment Plant Fund, CMOM Fund, Airport Grant Fund and GIDA Fund for FY 2011 Year End..... (see pg 15)
K. Consider approval of Mayor’s appointment of Sheri Mueller to the Street Committee.

3. City Manager's Report
4. Requests/comments from members of the City Council
5. Consider convening an Executive Session pursuant to Authority of Title 25, O.S. 2001; Sections 307 (B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Initiative Petition filed September 7, 2008 for proposed Ordinance to the City of Guthrie; specifically Case No. CJ 2009-3).
6. Consideration of action regarding Initiative Petition filed September 7, 2008 for proposed Ordinance to the City of Guthrie; specifically Case No. CJ 2009-3.
7. Adjourn

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Agenda posted on the bulletin board in the lobby of City Hall by 5:00 pm on Friday, October 28, 2011. The City of Guthrie encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The city may waive the 48 hours rule if signing is not the necessary accommodation.

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MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

October 18, 2011

The regular meeting of the Guthrie Public Works Authority was posted on Friday, October 14, 2011 before 5:00 p.m. and held October 18, 2011 in the Guthrie City Hall Council Chambers.

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

Pledge of Allegiance was led by Chairman Chuck Burtcher.

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

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

Members Absent: None

Staff Present:	Matt Mueller	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Rene Spineto	Jim Ahlgren
	Lee Ivie	Kevin Dixon, Jr.	

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

**Public Comments.** Rick Smith, representing the National Weather Service, presented the Mayor and City Council with a Certificate of Recognition for being a StormReady Community.

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

- A. Consider approval of the minutes from the Regular Guthrie Public Works Authority Meeting held on October 4, 2011.
- B. Consider approval of claims:

GPWA Fund:	Claims	\$21,540.57
CMOM Fund:	Claims	<u>\$71,485.95</u>
	Total Claims:	\$93,026.52

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

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

Chairman Burtcher declared the motion carried unanimously.

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

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

Chairman Burtcher declared the motion carried unanimously at 7:08 p.m.

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Wanda Calvert, City Clerk

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Chuck Burtcher, Chairman



GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

**November 1, 2011**

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 black ink, appearing to read "Kim Biggs". The signature is written over a horizontal line.

Kim Biggs  
Purchasing Agent

Monthly Claims Approved as per Ordinance No. 2973 by General Manager.

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Matt Mueller  
General Manager

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

Invoice #	Vendor	Description	Account	Cost
SEPTEMBER 20	OKLAHOMA UNIFORM BLDG CO	Permit Fee Collection - September 2011 thro	01-00-00-2013	\$124.00
REFUND ANIMA	JEFF HOWELL 22799	Refund Animal Bond Adoption No. 618	01-00-00-2017	\$25.00
		<b>Total</b>		<b>\$149.00</b>
		<b>Total</b>		<b>\$149.00</b>
CONFERENCE	RANDEL C. SHADID (20656)	Reimbursement for Postage and Seminars, et	01-02-20-6054	\$158.36
		<b>Total CITY MANAGER</b>		<b>\$158.36</b>
		<b>Total ADMINISTRATION</b>		<b>\$158.36</b>
		<b>Total GENERAL FUND</b>		<b>\$307.36</b>
OVERPAYMENT	MATT DUEHNING 22800	OVERPAYMENT ON FINAL BILL - 820 EAST	20-00-00-5480	\$89.81
		<b>Total</b>		<b>\$89.81</b>
		<b>Total</b>		<b>\$89.81</b>
227596	CITY REPORTERS, INC. 22799	Depositions-Karen Schandorf & Patty Hazlew	20-21-00-6373	\$1,187.15
		<b>Total</b>		<b>\$1,187.15</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$1,187.15</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$1,276.96</b>
		<b>Total All Funds</b>		<b>\$1,584.32</b>

**EARLY PAY**

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

Invoice #	Vendor	Description	Account	Cost
REFUND ADOP	PAULA SIMSEK 22801	Refund Animal Bond Adoption No. 843	01-00-00-2017	\$25.00
		<b>Total</b>		<b>\$25.00</b>
		<b>Total</b>		<b>\$25.00</b>
2012 LICENSE R OKLA CONSTRUCTION INDUSTR		Jim Hanke Inspector License	01-05-50-6355	\$35.00
		<b>Total COMMUNITY DEVELOPMENT</b>		<b>\$35.00</b>
		<b>Total PLANNING</b>		<b>\$35.00</b>
MEAL REIMBUR	WILLIAM CARPENTER 22677	Meal Reimbursement - OBN Basic Narcotic In	01-07-70-6343	\$63.67
		<b>Total POLICE ADMINISTRATION</b>		<b>\$63.67</b>
		<b>Total POLICE</b>		<b>\$63.67</b>
REIMBURSEME	ROBERT BUKOFZER 82	Reimbursement for Brush #3	01-09-90-6316	\$26.97
		<b>Total SUPPRESSION</b>		<b>\$26.97</b>
		<b>Total FIRE</b>		<b>\$26.97</b>
		<b>Total GENERAL FUND</b>		<b>\$150.64</b>
SEPT 2011	WASTE CONNECTIONS, INC (210		20-00-00-5466	(\$250.00)
		<b>Total</b>		<b>(\$250.00)</b>
		<b>Total</b>		<b>(\$250.00)</b>
SEPTEMBER 20	WASTE CONNECTIONS, INC (210	Monthly Sanitation Service - Residential/Com	20-21-00-6348	\$68,205.15
		<b>Total</b>		<b>\$68,205.15</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$68,205.15</b>
SEPTEMBER 20	WASTE CONNECTIONS, INC (210	Monthly Sanitation Service - Convenience Cent	20-26-00-6375	\$3,835.06
		<b>Total</b>		<b>\$3,835.06</b>
		<b>Total CONVENIENCE CENTER</b>		<b>\$3,835.06</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$71,790.21</b>
QTR ENDING - 9	GUTHRIE CHAMBER OF COMME	Hotel/Motel Tax - Quarterly - Tourism Portion	45-45-00-6367	\$21,253.75
		<b>Total</b>		<b>\$21,253.75</b>
		<b>Total HOTEL/MOTEL-TOURISM</b>		<b>\$21,253.75</b>
		<b>Total HOTEL/MOTEL TAX FUND</b>		<b>\$21,253.75</b>
07-074031-003 R	MISCELLANEOUS		71-00-00-5555	\$11.84
10-102240-005 R	MISCELLANEOUS		71-00-00-5555	\$43.70
10-103080-016 R	MISCELLANEOUS		71-00-00-5555	\$39.16
12-122850-010 R	MISCELLANEOUS		71-00-00-5555	\$26.19
13-130610-011 R	MISCELLANEOUS		71-00-00-5555	\$2.02
13-131511-006 R	MISCELLANEOUS		71-00-00-5555	\$66.01
14-142232-007 R	MISCELLANEOUS		71-00-00-5555	\$58.01
14-142870-002 R	MISCELLANEOUS		71-00-00-5555	\$10.05
15-153070-007 R	MISCELLANEOUS		71-00-00-5555	\$20.78
99-991910-002 R	MISCELLANEOUS		71-00-00-5555	\$11.33
99-996901-001 R	MISCELLANEOUS		71-00-00-5555	\$40.00
		<b>Total</b>		<b>\$329.09</b>
		<b>Total</b>		<b>\$329.09</b>

**EARLY PAY**

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

Invoice #	Vendor	Description	Account	Cost
<b>Total UTILITY DEPOSIT FUND</b>				<b>\$329.09</b>
OCTOBER 2011	LOGAN COUNTY ECON. DEV. CO	EDA Grant Loan Quarterly	99-99-00-6703	\$4,872.54
OCTOBER 2011.	BANCFIRST(884)	Excel Jet Loan #158674000	99-99-00-6705	\$2,063.00
<b>Total</b>				<b>\$6,935.54</b>
<b>Total GUTHRIE INDUSTRIAL DEVLEOPMENT</b>				<b>\$6,935.54</b>
<b>Total GUTHRIE INDUSTRIAL DEVELOPMENT</b>				<b>\$6,935.54</b>
<b>Total All Funds</b>				<b>\$100,459.23</b>

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

Invoice #	Vendor	Description	Account	Cost
000498	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	\$4.80
2033612	WALMART COMMUNITY CARD B	Glue Traps	01-01-00-6112	\$5.91
6046	CRAWFORD & ASSOCIATES,P.C.	Professional Services-Accounting & Consulting	01-01-00-6330	\$270.00
926014ER	AFLAC (20180)	Monthly URM Service Fee	01-01-00-6346	\$33.00
		<b>Total</b>		<b>\$313.71</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$313.71</b>
2033611	WALMART COMMUNITY CARD B	Halloween Supplies	01-07-70-6122	\$268.90
CAR WASH PD	SHINEY BAYS (22581)	Monthly Car Wash Police Department	01-07-70-6316	\$153.10
		<b>Total POLICE ADMINISTRATION</b>		<b>\$422.00</b>
0001928	HURLEY PLUMBING 267	Repairs to Animal Shelter	01-07-72-6112	\$174.10
		<b>Total ANIMAL CONTROL</b>		<b>\$174.10</b>
04-1203554	OKLA DEPARTMENT OF PUBLIC	Olets Monthly Payments	01-07-79-6304	\$350.00
		<b>Total COMMUNICATIONS</b>		<b>\$350.00</b>
		<b>Total POLICE</b>		<b>\$946.10</b>
21264	ED HUMES LOCKSMITH (21141)	Front Door Parts, Electronic Lock for Battalio	01-09-90-6112	\$1,196.50
		<b>Total SUPPRESSION</b>		<b>\$1,196.50</b>
FD 10-13-2011	GHM ENTERPRISES (1097)	Monthly Laundry Service	01-09-92-6310	\$9.00
		<b>Total EMS</b>		<b>\$9.00</b>
2033634	WALMART COMMUNITY CARD B	DOC Frames	01-09-96-6114	\$28.90
		<b>Total PREVENTION</b>		<b>\$28.90</b>
		<b>Total FIRE</b>		<b>\$1,234.40</b>
2033580	WALMART COMMUNITY CARD B	Fleet Maintenance Supplies	01-14-00-6114	\$35.52
		<b>Total</b>		<b>\$35.52</b>
		<b>Total FLEET MAINTENANCE</b>		<b>\$35.52</b>
		<b>Total GENERAL FUND</b>		<b>\$2,529.73</b>
93054	SOUTHWEST CHEMICAL (20977)	Liquid Ammonium Sulfate	20-23-00-6104	\$2,985.40
		<b>Total</b>		<b>\$2,985.40</b>
		<b>Total WATER PLANT</b>		<b>\$2,985.40</b>
92690	SOUTHWEST CHEMICAL (20977)	330 Gallon Totes of Sodium Bisulfite	20-24-00-6104	\$873.75
92867	SOUTHWEST CHEMICAL (20977)	330 Gallon Totes of Sodium Bisulfite	20-24-00-6104	\$873.75
DR05772	MOLLMAN'S WATER CONDITION	Distilled Lab Grade Water	20-24-00-6109	\$115.00
2033602.	WALMART COMMUNITY CARD B		20-24-00-6114	(\$114.71)
2033602	WALMART COMMUNITY CARD B	Ink Cartridge for Control Room Computer	20-24-00-6114	\$13.97
1660	CJ & SON MACHINE SHOP (2084	Repair Grit Chamber Auger	20-24-00-6317	\$1,200.00
3228	S & D ELECTRIC MOTOR SHOP	Repair of 1HP Hydromatic Chlorine Injection	20-24-00-6317	\$1,410.86
		<b>Total</b>		<b>\$4,372.62</b>
		<b>Total WASTE WATER TREATMENT PLANT</b>		<b>\$4,372.62</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$7,358.02</b>
APPLICATION #	JORDAN CONTRACTORS INC. 2	Sanitary Sewer System Improvements (CMO	55-55-00-6547	\$152,670.17
2012311	MYERS ENGINEERING CORPOR	Resident Inspection Services for S.S. CMOM	55-55-00-6547	\$11,417.60
2012312	MYERS ENGINEERING CORPOR	Partial Payment of Engineering Services CM	55-55-00-6547	\$2,996.52

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

Invoice #	Vendor	Description	Account	Cost
		Total		\$167,084.29
		Total INFRASTRUCTURE		\$167,084.29
		Total CMOM Fee		\$167,084.29
2033575	WALMART COMMUNITY CARD B	Supplies for Airport	98-98-00-6112	\$29.76
		Total		\$29.76
		Total AIRPORT FUND		\$29.76
		Total AIRPORT FUND		\$29.76
		Total All Funds		\$177,001.80



**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> November 1, 2011	<b>Contact</b> Wanda Calvert City Clerk/Treasurer
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**Agenda Item**

Consider approval of Budget Amendment No. 1 increasing the budget for the General Fund, Guthrie Public Works Fund, Grants Fund, Hotel/Motel Tax Fund and Capital Projects Fund.

**Summary**

Budget Amendment No. 1 is increasing the following:

- (a) General Fund – moving \$8,233 from Animal Shelter Donations and \$34,498 for Brush Pumper Repairs to Capital Projects Fund
- (b) GPWA Fund – increasing \$126,740 for Tornado Projects and moving \$342,057 to Capital Projects Fund for Tornado Projects and transferring \$100,000 to Capital Projects Fund
- (c) Grants Fund – funds not spent in FY 2011 in the amount of \$4,166 for Library State Aid
- (d) Hotel/Motel Tax Fund – increasing \$15,000 for Liberty Lake Master Plan
- (e) Capital Projects Fund – increasing \$342,057 from GPWA Fund (insurance funds received in FY 2011) and for funds to be reimbursed from FEMA, State and the insurance company in the amount of \$332,850 for Tornado Projects; and for funds not spent in FY 2011 in the amount of \$63,084 for E911, Dash Cameras and repairs to the Brush Pumper.

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

**Supporting documents attached**

- Request for Budget Amendment
- Budget Revision Report

**Recommendation**

Staff recommends approval.

**Action Needed**       Public Hearing       Motion       Emergency Clause

**CITY OF GUTHRIE  
GUTHRIE PUBLIC WORKS AUTHORITY  
REQUEST FOR BUDGET AMENDMENT**

Type of Amendment:

Date: November 1, 2011

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

Amendment No. 1

\*\*\*\*\*

**Funds Effected:**

General Fund - \$41,731

GPWA Fund - \$568,797

Grants Fund - \$4,166

Hotel/Motel Tax - \$15,000

Capital Projects Fund – \$737,991

**Comments:**

Budget Amendment No. 1 is moving Tornado Projects to Capital Projects Fund and moving funds for projects not completed in FY 2011 such as Liberty Lake Master Plan, Library State Aid, E911, dash cameras and brush pumper repairs.

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**APPROVAL**

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

Purchasing Agent: \_\_\_\_\_ City Manager: \_\_\_\_\_

\*\*\*\*\*

Council Approval Needed? Yes Date Posted: 11-01-2011

If yes, date approved: \_\_\_\_\_ City Clerk: \_\_\_\_\_

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

City Manager - 1 copy

Purchasing Agent - 1 copy

Department Head - 1 copy

**City of Guthrie**  
**Unposted Budget Revisions**

Number	Fiscal Year	Fiscal Period	Budget Amendment No. 1	Reason	Line Number	Account Number	Increase	Decrease
201	2012	1			1	20-00-00-5400 GPWA Budgeted Fund Balance	12,000.00	0.00
					2	20-00-00-5416 FEMA Reimbursable	64,869.00	0.00
					3	20-00-00-5417 State Reimbursable	12,211.00	0.00
					4	20-00-00-5423 Insurance Reimbursable	37,660.00	0.00
					5	20-21-00-6120 May 24, 2011 - Tornado Projects	114,740.00	0.00
					6	20-26-00-6316 Vehicle Maintenance	12,000.00	0.00
					7	20-00-00-5400 GPWA Budgeted Fund Balance	342,057.00	0.00
					8	20-21-00-6902 Transfer to Capital Projects	342,057.00	0.00
					9	54-00-00-5402 Transfer from GPWA Fund	300,000.00	0.00
					10	54-54-02-6525 Public Works Facility	100,000.00	0.00
					11	54-54-02-6526 Animal Shelter	242,390.00	0.00
					12	54-54-02-6527 Equipment Shed	15,000.00	0.00
					13	54-54-02-6528 Concession Stand (Soccer Field)	17,517.00	0.00
					14	54-54-02-6530 Radio Pole	201,107.00	0.00
					15	54-00-00-5416 FEMA Reimbursable	33,517.00	0.00
					16	54-00-00-5417 State Reimbursable	89,993.00	0.00
					17	54-00-00-5423 Insurance Reimbursable	8,233.00	0.00
					18	54-00-00-5403 Transfer from General Fund	8,233.00	0.00
					19	01-00-00-5401 General Budgeted Fund Balance	8,233.00	0.00
					20	01-01-00-6902 Transfer to Capital Projects Fund	15,000.00	0.00
					21	45-00-00-5401 Hotel/Motel Tax Budgeted Fund Balance	15,000.00	0.00
					22	45-45-00-6373 Professional Services	15,000.00	0.00
					23	98-98-94-6373 Professional Services-AIP Admin. Services	6,363.00	0.00
					24	98-98-00-6326 Insurance Premiums	15,291.00	0.00
					25	30-00-00-5400 Grants Budgeted Fund Balance	4,166.00	0.00
					26	30-30-06-6541 Library State Aid	4,166.00	0.00
					27	54-00-00-5401 Capital Projects Budgeted Fund Balance	29,586.00	0.00
					28	54-54-07-6514 E911	2,859.00	0.00
					29	54-54-07-6593 L3 Mobile Vision Dash Cameras	26,727.00	0.00
					30	54-00-00-5401 Capital Projects Budgeted Fund Balance	0.00	100,000.00
					31	54-00-00-5402 Transfer from GPWA Fund	100,000.00	0.00
					32	20-00-00-5400 GPWA Budgeted Fund Balance	100,000.00	0.00
					33	20-21-00-6902 Transfer to Capital Projects Fund	100,000.00	0.00
					34	01-00-00-5401 General Budgeted Fund Balance	33,498.00	0.00
					35	01-01-00-6902 Transfer to Capital Projects Fund	33,498.00	0.00
					36	54-00-00-5403 Transfer from General Fund	33,498.00	0.00

**City of Guthrie  
Unposted Budget Revisions**

Number	Fiscal Year	Fiscal Period	Reason	Line Number	Account Number	Increase	Decrease
201	2012	1	Budget Amendment No. 1	37	54-56-09-6558 Brush Pumper Repairs	33,498.00	0.00
<b>Totals:</b>						<b>2,857,024.00</b>	<b>100,000.00</b>



**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> November 1, 2011	<b>Contact</b> Wanda Calvert City Clerk/Treasurer
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**Agenda Item**

Consider approval of Budget Amendment No. 10 increasing the budget for the General Fund, Guthrie Public Works Fund, Hotel/Motel Tax Fund, Water Treatment Plant Fund, CMOM Fund, Airport Grant Fund and GIDA Fund for FY 2011 Year End.

**Summary**

Budget Amendment No. 10 is increasing the following:

- (a) General Fund – Sales tax transfers
- (b) GPWA Fund – Sales tax transfers, tornado expenses, chemicals for Water Treatment Plant and Wastewater Treatment Plant pumps
- (c) Hotel/Motel Tax Fund – collected more than projected
- (d) Water Treatment Plant Fund – Loan proceeds
- (e) CMOM Fund – CMOM fee revenue and Financial Assistance Grant
- (f) Airport Grant Fund – Funds received from OAC for a grant
- (g) GIDA Fund – to cover loan expenses

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

**Supporting documents attached**

- Request for Budget Amendment
- Budget Revision Report

**Recommendation**

Staff recommends approval.

**Action Needed**     Public Hearing     Motion     Emergency Clause

**CITY OF GUTHRIE  
GUTHRIE PUBLIC WORKS AUTHORITY**

**REQUEST FOR BUDGET AMENDMENT**

Type of Amendment:

Date: November 1, 2011 for  
September 30, 2011

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

Amendment No. 10

\*\*\*\*\*

**Funds Effected:**

- General Fund - \$124,038
- GPWA Fund - \$339,234
- Hotel/Motel Tax - \$6,566
- Water Treatment Plant Fund -- \$1,611,620
- CMOM Fund - \$11,603
- Airport Grant Fund - \$96,765
- GIDA Fund - \$3

**Comments:**

Budget Amendment No. 10 is the Year End Budget Amendment to cover expenses in FY 2011.

\*\*\*\*\*

**APPROVAL**

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

Purchasing Agent: \_\_\_\_\_ City Manager: \_\_\_\_\_

\*\*\*\*\*

Council Approval Needed? Yes Date Posted: 11-01-2011

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	Account Number	Increase	Decrease
200	2011	12	Budget Amendment #10	1	01-00-00-5402 GPWA Transfer (Sales Tax)	124,038.00	0.00
				2	01-01-00-6901 Transfer to GPWA (Sales Tax)	124,038.00	0.00
				3	20-00-00-5402 Transfer from General (Sales Tax)	124,038.00	0.00
				4	20-21-00-6900 Transfer to General (Sales Tax)	124,038.00	0.00
				5	20-21-00-6112 Building & Grounds	101,246.00	0.00
				6	20-23-00-6104 Chemical/Medical	24,422.00	0.00
				7	20-24-00-6317 Machine/Equipment Maintenance	31,113.00	0.00
				8	20-00-00-5400 Budgeted Fund Balance	155,582.00	0.00
				9	20-22-00-6032 Employee Health Insurance	0.00	141.00
				10	20-22-00-6047 Mileage Per Diem	0.00	305.00
				11	20-22-00-6048 Professional Development	0.00	100.00
				12	20-22-00-6324 Computer Maintenance	0.00	200.00
				13	20-23-00-6335 Booster Station Maintenance	0.00	1,880.00
				14	20-21-00-6908 Transfer to GIDA Fund	0.00	0.00
				15	20-00-00-5480 Water Collection	9,534.00	0.00
				16	20-21-00-6939 Transfer to WTP Fund	59,614.00	0.00
				17	45-00-00-5516 Hotel/Motel Tax Tourism Portion	59,614.00	0.00
				18	45-00-00-5418 Hotel/Motel Tax Interest Income	6,037.00	0.00
				19	45-00-00-5517 Hotel/Motel Tax Parks Portion	199.00	0.00
				20	45-45-00-6367 Promotion of Tourism	330.00	0.00
				21	45-45-00-6545 Parks Improvements	6,236.00	0.00
				22	50-50-00-6114 Miscellaneous Supplies	330.00	0.00
				23	50-50-00-6308 Printing	1,040.00	0.00
				24	50-50-00-6373 Professional Services	242.00	0.00
				25	50-00-00-5403 Transfer from GPWA Fund	1,700,370.00	0.00
				26	50-00-00-5452 Water Treatment Plant Donations	59,613.00	0.00
				27	50-00-00-5528 OWRB-DWSRF Loan	172.00	0.00
				28	50-50-00-6714 OWRB Construction Interest	1,551,835.00	0.00
				29	55-55-00-6334 Advertising-Legal Publications	0.00	90,032.00
				30	55-55-00-6346 DEQ Consent Order-Fine	586.00	0.00
				31	55-55-00-6373 Professional Services	13,400.00	0.00
				32	55-00-00-5488 C/MOM Fee Revenue	102,500.00	0.00
				33	55-55-00-6547 Sanitary Sewer Line Rehab	11,603.00	0.00
				34	55-55-00-6548 Grant-Sanitary Sewer Line Rehab	0.00	565,857.00
				35	55-55-00-5547 Sanitary Sewer Line Rehab	565,857.00	0.00
				36	96-00-00-5503 Airport Grant	0.00	104,883.00
						93,765.00	0.00

**City of Guthrie  
Budget Revision Header**

Number	Fiscal Year	Fiscal Period	Reason	Line Number	Account Number	Increase	Decrease
200	2011	12	Budget Amendment #10	37	96-96-00-6900 Transfer to Airport Fund	93,765.00	0.00
				38	99-00-00-5402 Transfer from GPWA Fund	9,534.00	0.00
				39	20-21-00-6373 Professional Services	0.00	8,107.00
				40	99-99-00-6702 Loan Payment (Spirit Wing)	1.00	0.00
				41	99-99-00-6703 Loan Payment (LCEDC) - EDA Grant	1.00	0.00
				42	99-99-00-6704 Loan Payment (LCEDC) Excel Jet	1.00	0.00
<b>Totals:</b>						<b>5,154,694.00</b>	<b>771,505.00</b>



Agenda Item Cover Letter

Meeting: City Council, GPWA, Other:
Date of Meeting: November 1, 2011
Contact: Maxine Pruitt, M S Director

Agenda Item

Consider Approval of Entering into a Building Tenancy Agreement with Utility Safety Services, LLC for the rental of commercial space at 5909 S. Division, Guthrie, OK for the purpose of housing of the large pieces of heavy equipment that were normally kept in the equipment sheds or in the shop, but because of the destruction by the May 24, 2011 Tornado we have no place for the protection of our equipment, and as approved by the Oklahoma Municipal Assurance Group, on October 26, 2011, and as stated in the agreement attached.

Summary

The Damage Assessment Project Manager with Young & Associates, hired by the Oklahoma Municipal Assurance Group, informed staff on Wednesday, October 26, 2011 that the insurance approved the use of the Cantrell for the housing of our equipment such as the street sweeper, the camera truck, the jet truck, the vactor truck, the motor grader and other equipment with cylinders that operate with hydraulic fluid, and the sand spreaders. The agreement is for a six month period with a month-to-month extension after that, if it was needed, that requires a written 30-day notification by either party. The cost would be \$3,500 per month plus utilities with a \$1,000 security deposit due upon signing the contract along with a \$1,260.00, property management fee to Century 21 Goodyear Green Realtors..

Funding Expected: Revenue, Expenditure, N/A
Budgeted: Yes, No, N/A
Account Number: TBD, Amount, TBD
Legal Review: N/A, Required, Completed Date: 10/27/11
Mayor's Appt.: Yes, No

Supporting documents attached

Attachment: Building Tenancy Agreement

Recommendation: Staff recommends approval

Action Needed: Public Hearing, Motion, Emergency Clause

## BUILDING TENANCY AGREEMENT

This agreement is entered into this 15<sup>th</sup> day of November, 2011, by and between LESSORS, Utility Safety Services, LLC, and as LESSEE The Guthrie Public Works Authority, Guthrie,, Oklahoma.

In consideration of the rentals to be paid and other promises to be performed and the benefits to be derived from this agreement, the full sufficiency of which is acknowledged, the parties agree:

### 1. GENERAL RECITATIONS:

#### 1.1. Leased Premises

The LESSORS are leasing to LESSEE, office/commercial/storage space within the building which is situated in Logan County, State of Oklahoma, to wit:

5909 S. Division, Guthrie, OK (See Attached Materials Outlining Subject Property)

The rights granted LESSEE under this agreement shall pertain only to that particular space.

#### 1.2. Commitments

LESSEE agrees to lease the leased premises from the LESSOR in accordance with the terms of this agreement, and to pay the rentals when due, and perform the other obligations, as required of LESSEE under the terms of this agreement. LESSORS agree to lease the Leased Premises to the LESSEE, pursuant to the terms of this agreement, and to perform each of the obligations required of them under this agreement. LESSOR agree that LESSEE shall enjoy peaceable possession of the premises, during the term of this lease, without interference from the LESSOR, for so long as LESSE shall pay the rentals and perform the other obligations required of lessee under this agreement required of LESSEE under this agreement.

### 2. TERM AND RENTAL PROVISION:

#### 2.1. Term

This lease shall remain I force and effect for a period of time commencing at 12:01 a.m., the 15th day of November, 2011, and ending at midnight, the 14th day of May, 2012 (referred to as Primary Term). Lease shall continue on a month-to-month bases until one of the parties' issues written termination with a 30 day notification period.

#### 2.2. Rental

The rental which LESSEE agrees to pay to LESSORS for the leasing of the property provided for under the terms of this agreement during the Primary Term is a total of \$21,000.00, to be paid in monthly installment of \$3,500.00 each, the first such installment to be paid on the 15th day of November, 2011, and subsequent installments on the 15th day of each month thereafter during the term of occupancy. Rents payable to Century 21 Goodyear Green as subject property manager at 110 S. Division, Guthrie, OK 73044.

2.3. Late Payments LESSEE shall also pay a late charge equal to 5% for each payment that is not paid within 10 days after the First of each month. LESSEE will additionally be responsible for all collection costs.

## BUILDING TENANCY AGREEMENT

2.4. Security Deposit At the time of signing of this Lease, LESSEE shall pay to LESSOR, in trust, the sum of \$1,000.00 to be held and disbursed for LESSEE damages of the Premises, if any, as provided by law.

2.5. Lessee shall be responsible for property management fee of \$1,260.00 (6% of total lease) to Century 21 Goodyear Green Realtors, 110 S. Division, Guthrie, OK 73044.

### 3. GENERAL COVENANTS

#### 3.1. Extent of Use of Leased Premises

It is intended by this lease agreement that the LESEE shall have the use of office/commercial/storage space of approximately 6,000 sq feet. Otherwise, no other use of the building is granted to the LESSEE under the terms of this agreement, and LESSORS specifically reserve the right of use and occupancy of all portions of the building not specifically granted to LESSEE under the terms of this lease agreement. LESSOR will store their assets in either the NW or NE rooms of the building during this term and shall allow the LESSEE to utilize the compressor in the NE room of the complex. Additionally any furniture LESSOR leaves out can be used by the tenant and LESSOR will allow the LESSEE to utilize the phone system in place as well as the security system. Frame building on north boundary of property will be a part of this lease. Landlord will retain use of this structure and tenant will allow landlord access to said building during the term of this lease.

Prior to the delivery of delivery of possession of the premises, LESEE shall satisfy himself that the Leased Premises are suitable for his/her desired purposes, and in accordance with his requirements. Acceptance of possession by LESEE shall constitute his/her acceptance of the premises for such use. LESSOR shall have the exterior grounds manicured and shall complete moving all items into the desired storage room. Rental house that faces Sooner Road is also not a part of this lease and the land fenced around said rental. Tenant's only access to this property will be the drive entrance off of Sooner. Last, the lessee may utilize the bare land immediately to the west of the building, if desired, and will be responsible for any alterations and upkeep of that ground.

#### 3.2. Maintenance of Leased Premises

The LESSORS shall be responsible, at their cost, for maintaining the premises in good sound structural condition, and for any major repairs or electrical wiring and plumbing. The LESSEE shall be responsible for all interior decorations of the specific portion of the building leased to LESEE, and all minor repairs and maintenance to the interior of that portion of the Lease Premises. Landlord will close down the phone system and will leave in place and leave it up to the tenant if they desire to utilize said equipment. If utilized, they will be responsible for all costs and upkeep of said system.

#### 3.3. Janitorial Services

The LESSEE shall be responsible for providing, and paying for, all janitorial services which serves the office/commercial/storage space being leased by LESSEE under the terms of this agreement. This will include all outside maintenance obligations as well.

#### 3.4. Removal of Property at Conclusion of Lease

## BUILDING TENANCY AGREEMENT

At the conclusion of this lease LESSEE may remove the contents owned by him/her, and situate in the Leased Premises, but must repair any damages to the interior of the Leased Premises resulting from such removal. Improvements permanently affixed to the Leased Premises shall become a permanent part of the real estate, and shall not be removed by LESSEE at the conclusion of this lease, and LESSEE shall not be entitled to reimbursement for the value of such affixed improvements.

### 3.5. Payment of Liens and Encumbrances

LESSEE agrees that he/she will keep the premises free of all liens which are the result of any improvements or repairs conducted on the premises by him/her, or at his/her direction. LESSORS agree that they will timely pay any encumbrances owed by them on the premises, whether now existing or hereafter attaching.

### 3.6. Air-Conditioning, Heating and Interior Lighting

LESSORS shall be responsible, at their cost for providing the air-conditioning and heating of the space leased in its current specified areas, including the specific space which is the subject of this lease agreement.

### 3.7. Insurance

LESSORS will keep the premises insured against all hazards covered by the broad form FIRE AND EXTENDED COVERAGE form of insurance policy now in effect in the state of Oklahoma. Provided, should the premises be substantially damaged by reason of any such hazard, then the LESSORS MAY, AT THEIR OPTION:

- (a) Repair the premises to a condition similar to that which existed at the time of the occurrence, in which event this lease shall continue for the remainder of the unused term, but with a credit in favor of LESSEE on rental for that period of time the premises have not been available to LESSEE for use. Or;
- (b) Terminate this lease agreement, without rebuilding the premises, in which event rental to the LESSEE shall terminate at the happening of such occurrence.

Provided, upon the happening of such occurrence, LESSORS shall have fifteen days within which to notify LESSEE whether they elect to proceed under paragraph (a) or paragraph (b), and if they elect to repair the premises, then the premises must be ready for occupancy and the conduct of business by LESSEE no later than seventy-five days following the happening of such occurrence.

Lessee shall be responsible for insuring any property belonging to LESSEE in the LEASED PREMISES, and any improvements LESSEE places in the LEASED PREMISES, for which LESSEE desires to protect against loss, destruction or damage. In addition, LESSEE shall keep and maintain such liability insurance as LESSEE shall require for LESSEE'S liability protection, and the protection of any of the guests, customers or invitees of the LESSEE.

### 3.8. Default Provisions

#### 3.8.1. LESSEE'S Default:

If LESSEE defaults in the payment of rent or any part thereof, or in the performance of any of his covenants or agreements under this agreement, and

## BUILDING TENANCY AGREEMENT

such default shall be continued beyond the time herein provided, this lease shall terminate upon written notice, from the LESSORS to the LESSEE, and in the event of such termination, the LESSORS may re-enter the premises and remove all persons there from. The LESSEE waives service of any notice in writing of intention to re-enter, notice to quit or deem and for possession. In the event the default is for non-payment of rental, then the LESSORS may retake possession fifteen days after written notice of such non-payment has been given by them to LESSE. With regard to any default other than payment of rental, then the LESSORS may retake possession thirty days after written notice of such default has been given by them to the LESSEE.

### 3.8.2. Attorney Fees:

LESSEE further covenants to pay all reasonable attorneys' fees and expenses of the LESSOR incurred in enforcing any of the obligations of the LESSEE under this Lease, in all cases in which it shall be determined that the LESSEE is at fault.

### 3.8.3. LESSORS' Default:

If the LESSORS default in the performance of any of the performance of any of their covenants or agreement under the terms of this lease, and such default shall have continued for thirty days after notice thereof, shall have been given to the LESSORS by LESSEE, without the LESSORS having taken reasonable measure to correct such default, this lease shall terminate upon notice from the LESSEE to the LESSORS.

### 3.9. Utilities

One of three alternatives will be elected as payment responsibility of utilities:

- LESSEE will pay all utilities associated with office/retail space and applicable deposits.
- LESSEE will pay gas and electric expenses associated with office/retail space and applicable deposits. LESSOR will pay water expense and applicable deposit.
- LESSOR will pay all utilities associated with office/retail space and applicable deposits.

### 3.10. Lawful Activities

LESSEE shall utilize the LEASED PREMISES only for activities which are lawful under the Ordinances of the City of Guthrie, OKLAHOMA, and under the Statutes of the State of Oklahoma and the United State America.

**BUILDING TENANCY AGREEMENT**

3.11. Taxes

All ad valorem taxes on the real property upon which the LEASED PREMISES are situate shall be paid in a timely fashion by LESSORS, prior to delinquency. All personal taxes assessed against the LESSORS, for the operation of the joint venture, but not including the personal property taxes assessed against the business being operated by the LESSEE, shall be paid by the LESSORS, prior to delinquency. LESSEE shall pay all LESSEE'S personal property taxes assessed against the business conducted by LESSEE in the LEASED PREMISES, prior to delinquency.

3.12. Assignment and Subletting

LESSEE may not assign nor may he sublet the premises leased by him under the terms of this agreement without written consent of LESSORS having been first obtained.

3.13. Binding Effect

This agreement shall be binding upon the heirs, executors, administrators, devisees, trustee3s and assigns of the parties hereto.

Executed at Guthrie, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
LESSOR – Utility Safety Services, LLC

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
LESSEE – The Guthrie Public Works Authority

\_\_\_\_\_  
LESSEE

Property Full Detail



# Images: 6

Commercial                      MLS#: 458894                      Status: Active                      LP: \$ 489,000  
 Address: 5009 S DIVISION STREET                      CP:  
 City: Guthrie, 73044                      County: Logan  
 Quad #: OC4                      Map: 486  
 Area: 115                      Prop Tax ID:  
 Prop Subtype: Heavy                      Available SqFt:  
 Land Acres: 1.92  
 Directions: LOCATED ON DIVISION (HWY 77) AS YOU EXIT I-35 AND JUST PAST VANCE AUTO GROUP & ESKRIDGE DEALERSHIP

General Information

Office SqFt: 1012	Bldg SqFt: 6101	Min Divisible SF:	Max Contiguous SF:
Bldg Dim:	Ceiling Clearance:	Prk Cap: 10	Prk Spaces: 10
Sizes of Dock High Door:	# Dock High Doors:	Drive-In Doors: 4	Total Units: 3
Stories: 1	Fire Sprinkler:	Tot Rooms: 6	Year Built: 2008
Construction: Metal	Exterior Trim: Aluminum	Railroad Name:	
Crane:	Railroad:	# Mobile Homes Owned:	
Pad Sites:	Pad Sites Occup:	Front Footage: 167	
Corner Lot: N	Lot Dim: 167x500	Lease Type:	Lease Rate Type:
Invest Property:	For Lease:	Sub Lease (Y/N):	
Min Lse Rate/Yr:	Max Lse Rate/Yr:	Internet List: Y	Vacancy %:
Cert of Occup:		Zoning: Commercial	Bandwidth:
Bandwidth Type:			
Remarks:	INCLUDES A 2-BR FRAME RENTAL (\$500/MO) A SMALLER METAL BLDG & THE MAIN 26 GUAGE METAL STRUCTURE 6101 sf WITH 4 BAYS-12'X16' OH DOORS & 20' CLEARANCE F, OR SEMI ACCESS. ENTRANCES OFF BOTH SOONER AND DIVISION. GREAT I-35 ACCESS. OFFICE AREA 1012 SF FINISHED OUT WITH 3 OFFICES & 2 BATHS. MAIN SHOP ARE, A IS 5089 SF.		

Utilities

Sewer: **Septic Tank**                      Electric: **Public**                      Gas: **Public**                      Water: **Well, At Site With Pump**  
 Cool: **Central Elec**                      Heat: **Central Gas**                      Power:

Financial Information

Cap Rate:                      Cash Flow:                      Finance Terms:  
 Loan Payments:                      Down Payment:                      Owner Financing:

Income / Expenses

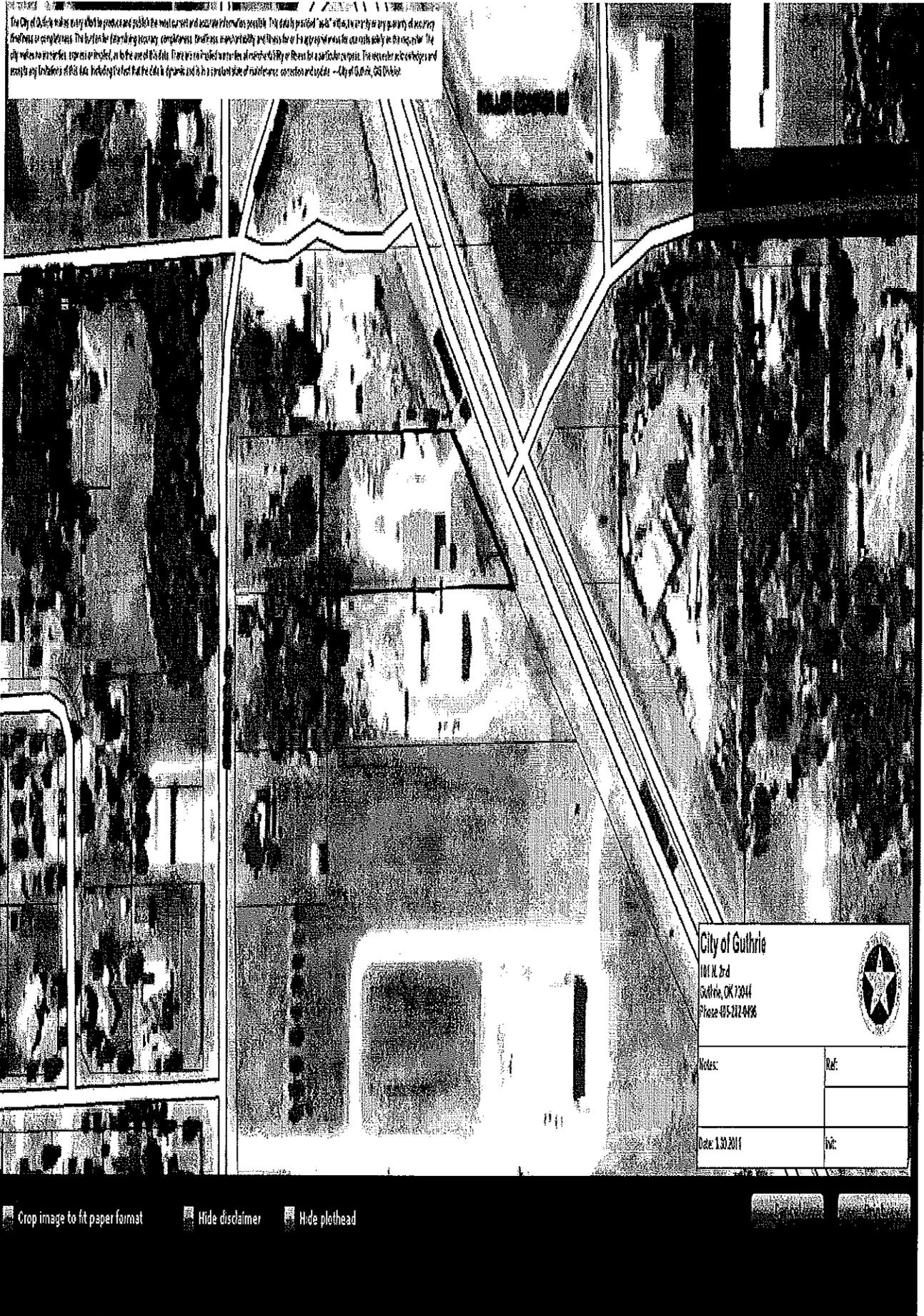
Gross Income:                      Net Operating Income:                      Scheduled Income:                      Taxes: \$ 952.00  
 Expenses/SqFt:                      Total Expenses:                      Expenses/Unit:                      Insurance:

Office and Showing Information

# of Images: 6	Service Type: <b>Not Applicable</b>	Assoc Fax: 405-282-7684
Terms:	Internet:	LBox: <b>None</b>
Show Instr: <b>Listor Appt</b>	Occupied: Y	ER/EA: <b>ERTS</b>
Photo:	S Cond:	Email: <b>jcgodyear@aol.com</b>
Comp SB: 3.00%	Var/Dual Rate: <b>N</b>	BSB:
List Assoc/ID: <b>Jan Goodyear / GOODYEAR</b>		List Broker/ID: <b>C21/Goodyear-Green / GDYR01</b>
Co List Assoc/ID:		Co-List Broker/Code:
HomePhone: 405-740-6572	Cell Phone: 405-740-6572	Office Phone: 405-282-7000                      Office Fax: 405-282-7684
Assoc Web: <b>guthrieokhomes.com</b>		Office Web:
L/Ofc Rem:		

Sold Information

Orig LP: \$ 489,000	SF MOL: 6101	DOM: 1	Coop Sale:
Closed Price:	Closed Date:	Sr Pts:	Loan Type:
LP/SF: \$ 80.15	Pending Date:	Buy Pts:	Loan Yrs:
Sales Broker/Code:		Co-Sales Broker/Code:	
Phone:		Phone:	CP/SF:
Sales Assoc/Code:		Co Sales Assoc/Code:	
Phone:		Phone:	



MINUTES

CITY COUNCIL MEETING

Council Workshop

October 18, 2011

The special meeting of the sixty-first City Council of Guthrie, Oklahoma, was posted on Friday, October 14, 2011 before 5:00 p.m. and held October 18, 2011 in the Guthrie City Hall Third Floor Conference Room.

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

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

Members Absent:    Trey Ayers

Staff Present:        Matt Mueller                Randel Shadid                Wanda Calvert  
                              Lance Crenshaw            Rene Spineto                 Lee Ivie

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

**Discussion of the Passenger Rail Project and the Heartland Flyer.** Evan Stairs, Northern Flyer Alliance, updated the Mayor and City Council on the Passenger Rail Project going from Oklahoma City to Newton, Kansas with a stop in Guthrie.

Vice Mayor Ayers present at 6:33 p.m.

**Questions and discussion regarding agenda items:**

**Selling Property.** In the City of Guthrie's Strategic Plan, the City Council has identified as one of its Performance Targets, the disposal of excess City property. These two agenda items seek to declare the parking lot located on the southeast corner of Oklahoma Avenue and Ash Street as surplus property and authorize the City to sell the property by auction. The parcel is legally described as Lots 10 through 12, Block Fifty-Three (53), in East Guthrie within the City of Guthrie, Logan County, Oklahoma.

**Emergency Response Service Agreement.** The proposed agreement is to extend the contract with Environmental Management Inc. (EMI) for the Emergency Response Service Agreement between their company and the City of Guthrie for a four year term. This contract was entered into between EMI and the City of Guthrie in 2007 and has now expired. The City of Guthrie will only be charged for services provided by EMI if an incident were to occur that required their assistance or if materials and/or labor are solicited from EMI in performing any job related duties that require their assistance.

**Retail Economic Development Services.** The proposed Agreement is for retail economic development services with Retail Attractions. The City of Guthrie had an agreement with Retail Attractions that expired October 1, 2011. This agreement is very similar to the previous agreement but it takes out the monthly fee and compensation is based on a performance incentive equal to one penny of the average first three months of sales tax generated by a business that is recruited to the City of Guthrie by Retail Attractions.

**Resolution No. 2011-17.** The proposed Resolution is to consider accepting the Library Board recommendation to institute a Laptop Borrowing Agreement and Guidelines, a Laptop Lending Policy and a Revised Library Computer Policy. The Broadband Technology Opportunities Program, also known as OKConnect, provides laptops for public in-library use. The Laptop Lending Policy, Laptop Borrowing Agreement and Guidelines and revised Library Computer Policy, instituted in 2004, will help ensure the proper care and use of these laptops.

**Resolution No. 2011-18.** The Oklahoma Municipal League has a vacant position on their Board of Directors in District 8, which represents the City of Guthrie. The proposed resolution is on the agenda in case the City of Guthrie City Council wants to nominate any one for consideration to fill the board seat. City Manager Mueller informed the City Council that Councilmember Wood is interested in the position.

**Update on forthcoming Budget Amendment.** City Manager Mueller informed the City Council that at the next regular City Council Meeting there will be a Budget Amendment increasing the budget for the tornado projects.

**Request for future items of discussion.** City Manager Mueller informed that on October 25, 2011 a Special City Council Meeting has been scheduled for public input on the Liberty Lake Master Plan and tentatively on November 8, 2011 a Special City Council Workshop has been scheduled for Council Orientation to be hosted by OMAG and facilitated by David Weatherford, who is a municipal attorney who hosts several of these orientations across the state.

**Adjournment.** There being no further business for the Guthrie City Council, Mayor Burtcher declared the meeting adjourned at 6:50 p.m.

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Wanda Calvert, City Clerk

---

Chuck Burtcher, Mayor

MINUTES

CITY COUNCIL MEETING

October 18, 2011

The regular meeting of the sixty-first City Council of Guthrie, Oklahoma was posted on Friday, October 14, 2011 before 5:00 p.m. and held October 18, 2011 in the Guthrie City Hall Council Chambers.

Mayor Chuck Burtcher called the meeting to order at 7:08 p.m.

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

Members Absent: None

Staff Present:	Matt Mueller	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Rene Spineto	Jim Ahlgren
	Lee Ivie	Kevin Dixon, Jr.	

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

**Consent Agenda.** Consent Agenda D, Appointing Sheri Mueller to the Ward 3 City Council seat, was removed for further discussion. Motion by Vice Mayor Ayers, seconded by Councilmember Thomas, moved approval of the Consent Agenda as follows:

- A. Consider approval of the minutes from the Special City Council Workshop Meeting held on October 4, 2011.
- B. Consider approval of the minutes from the Regular City Council Meeting held on October 4, 2011
- C. Consider approval of the Claims:

General Fund:	Claims	\$ 71,117.46
Grants Fund:	Claims	\$373,450.00
Capital Projects Fund:	Claims	\$ 10,239.67
Airport Fund:	Claims	\$ 1,779.67
GIDA Fund:	Claims	<u>\$ 3,828.04</u>
	Total Claims:	\$460,414.84

- E. Consider approval to declare the parking lot located at the southeast corner of Oklahoma Avenue and Ash Street as surplus property.

- F. Consider approval to extend the contract with Environmental Management, Inc. (EMI) for the Emergency Response Service Agreement between their company and the City of Guthrie for a four year term.
- G. Consider approval of Agreement between the City of Guthrie and Retail Attractions for Retail Economic Development Services.
- H. Consider approval to sell by auction and to convey by Quit Claim Deed the property described as : Lots Ten (10) through Twelve (12), Block Fifty-Three (53), in East Guthrie, Logan County, Oklahoma, less and except oil, gas and other minerals and subject to existing easements and rights of way.

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

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

Mayor Burtcher declared the motion carried unanimously.

Councilmember Hazlewood temporarily left the Council Chambers.

**Consent Agenda D. Consider approval of appointing Sheri Mueller to the Guthrie City Council to the vacant Ward 3 seat set to expire May 2015.** Motion by Councilmember Wood, seconded by Councilmember Thomas, moved approval of appointing Sheri Mueller to the Guthrie City Council to the vacant Ward 3 seat set to expire May 2015. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

Councilmember Hazelwood returned to the Council Chambers.

**Consider approval of Resolution No. 2011-17, establishing the Guthrie Public Library Laptop Lending Policy.** The proposed Resolution No. 2011-17 is to consider accepting the Library Board recommendation to institute a Laptop Borrowing Agreement and Guidelines, a Laptop Lending Policy and a Revised Library Computer Policy. The Broadband Technology Opportunities Program, also known as OKConnect, provides laptops for public in-library use. The Laptop Lending Policy, Laptop Borrowing Agreement and Guidelines and revised Library Computer Policy, instituted in 2004, will help ensure the proper care and use of these laptops. Motion by Councilmember Wood, seconded by Councilmember Hazlewood, moved approval of Resolution No. 2011-17, establishing the Guthrie Public Library Laptop Lending Policy. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**Consider approval of Resolution No. 2011-18, a resolution of support for the appointment of Councilmember Wood for the District Eight (8) seat on the Board of Directors of the Oklahoma Municipal League; declaring said appointment to be for the benefit of the City of Guthrie and other municipalities within the District; and declaring the mission of the Oklahoma Municipal League to be for the public purpose.**

The Oklahoma Municipal League has a vacant position on their Board of Directors in District 8, which represents the City of Guthrie. The proposed resolution is on the agenda in case the City of Guthrie City Council wants to nominate any one for consideration to fill the board seat. Motion by Vice Mayor Ayers, seconded by Councilmember Coffin, moved approval of Resolution No. 2011-18 nominating Councilmember Wood for the District Eight (8) seat on the Board of Directors of the Oklahoma Municipal League. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**City Manager's Report.** Informed he has been working on the information for the Rural Water Mediation; working on the tornado projects; and reminded the City Council of the Public Input Meeting on October 25, 2011 on the Liberty Lake Master Plan.

**Requests/comments from members of the City Council.** Councilmember Hazlewood expressed a "Thank You" to Logan County Emergency Management Director David Ball for attending the meeting tonight and for his outstanding work he does for our community; and informed that St. Mary's Catholic Daughters is having a rummage sale.

Vice Mayor Ayers expressed a "Thank You" to the community for the support on the St. Mary's Golf Tournament and expressed a "Welcome" to Sheri Mueller.

Councilmember Thomas expressed a "Welcome" to Sheri Mueller and informed the Guthrie High School Football Team is looking good.

Councilmember Coffin informed the City Council and the community on the events happening in Guthrie.

Councilmember Wood expressed a "Thank You" to Evan Stairs, Rene Spineto and Mary Coffin for making appropriate contact concerning the train; expressed "Congratulations" to the Guthrie High School Softball Team and to the Guthrie High School Boys Cross Country Team on their success; informed that Honor Park is looking great; expressed a "Welcome" to Sheri Mueller; and inquired about the parking on the grass survey on the website.

Mayor Burtcher wished Councilmember Wood good luck on the OML nomination; informed the Staff the Bus leaves tomorrow; and expressed a "Welcome" to Sheri Mueller, she will be a great asset to the City Council and to the community.

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

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

Mayor Burtcher declared the motion carried unanimously at 7:29 p.m.

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Wanda Calvert, City Clerk

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Chuck Burtcher, Mayor

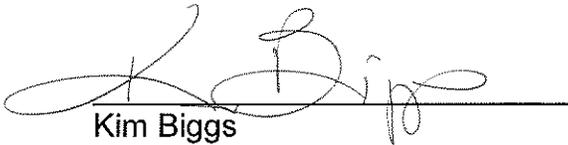


CITY OF GUTHRIE

CLAIMS

**November 1, 2011**

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.



Kim Biggs  
Purchasing Agent

Monthly Claims Approved as per Ordinance No. 2973 by City Manager.

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Matt Mueller  
City Manager

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**CITY OF GUTHRIE  
TREASURER'S REPORT  
September 30, 2011**

	BANK OR DEPOSITORY	ACCT. TYPE	AGCT. NO.	RATE	DATE OF MATURITY	BEGINNING BALANCE	DEPOSITS	WITH- DRAWALS	ENDING BALANCE
General	InterBank	MM	13-416-3	0.50		\$22,635.83	\$34,650.73	\$275.25	\$57,011.31
	F & M Bank	MM	1022003929	0.50		\$717,240.42	\$567,204.31	\$635,548.44	\$648,896.29
						\$739,876.25	\$601,855.04	\$635,823.69	\$705,907.60
Cemetery Care	F & M Bank	MM	1022003996	0.50		\$40,448.20	\$791.81	\$0.00	\$41,240.01
Hotel/Motel Tax	F & M Bank	MM	1022003937	66.67%	Tourism	\$712.00	\$184.97	\$0.00	\$896.97
		MM	1022003937	33.33%	Parks	\$123,441.74	\$143.62	\$3,000.00	\$120,585.26
	Total: Hotel/Motel Tax						\$124,153.74	\$328.49	\$3,000.00
Sinking Fund	InterBank	MM	13-925-4	0.00		\$455.05	\$0.00	\$0.00	\$455.05
GIDA	F & M Bank	MM	1022003953	0.52		\$486.02	\$5,500.08	\$5,891.04	\$95.06
Centennial	Bancfirst	MM	154027499	0.00		\$519.69	\$0.00	\$0.00	\$519.69
Airport Grant	InterBank	MM	1310219657	0.00		\$193.68	\$0.00	\$0.00	\$193.68
Airport Escrow 2010	F & M Bank	MM	1022004577	0.50		\$42,259.34	\$17.37	\$0.00	\$42,276.71
USDA Rural Devel.	InterBank	MM	23-695-0	0.65		\$27,458.75	\$3,204.88	\$0.00	\$30,663.63
Capital Projects	F & M Bank	MM	1022003961	0.50		\$155,489.09	\$61,853.71	\$163,534.60	\$53,808.20
Grants Fund	InterBank	MM	25-045-7	0.50		\$2,963.50	\$0.61	\$0.00	\$2,964.11
	F & M Bank	MM	1022004038	0.50		\$20,855.86	\$14,034.97	\$14,867.65	\$20,023.18
						\$23,819.36	\$14,035.58	\$14,867.65	\$22,987.29
Fed Equitable Sharing	InterBank	MM	25-470-0	0.50		\$1,594.20	\$0.07	\$0.00	\$1,594.27
GPWA	InterBank	MM	13-415-5	0.50		\$36,336.96	\$17,080.03	\$473.28	\$52,943.71
	F & M Bank	MM	1022003864	0.50		\$614,153.82	\$328,866.09	\$371,621.23	\$571,398.68
	Bancfirst -Drafts	MM	150182648	0.15		\$401,231.64	\$66,738.23	\$100,480.11	\$367,489.76
	Total: GPWA Operating					\$1,051,722.42	\$412,684.35	\$472,574.62	\$991,832.15
Meter Deposits	InterBank	SN	1310018422	0.50		\$696.17	\$1.84	\$0.00	\$698.01
	F & M Bank	MM	1022003880	0.50		\$241,052.08	\$5,714.47	\$5,878.95	\$240,887.60
	InterBank	CD	26999	1.05	2/25/2012	\$99,000.00	\$0.00	\$0.00	\$99,000.00
	Total: Meter Deposits					\$340,748.25	\$5,716.31	\$5,878.95	\$340,585.61
WTP Fund	InterBank	MM	1310251437	0.50		\$173.39	\$376,228.50	\$374,887.28	\$1,514.61
	Bancfirst - WTP	MM	154047848	0.15		\$829,210.76	\$99,478.18	\$0.00	\$928,688.94
	F & M Bank	MM	1022003872	0.50		\$450,507.84	\$23,081.72	\$350,735.81	\$122,853.75
						\$1,279,891.99	\$498,788.40	\$725,623.09	\$1,053,057.30
CMOM Fund	Bank of New York	MM	250599	0.00		\$934,143.48	\$0.00	\$0.00	\$934,143.48
	F & M Bank	MM	1022004534	0.50		\$123,886.57	\$22,504.38	\$14,689.58	\$131,701.37
	F & M Bank	MM	1022004917	0.50		\$161,844.55	\$57.82	\$21,914.18	\$139,988.19
						\$1,219,874.60	\$22,562.20	\$36,603.76	\$1,205,833.04
<b>Trusts</b>									
OKC Waterline	Bank of Oklahoma	TR	75-4037-01-8	0.02		\$1,901,175.27	\$41.15	\$0.00	\$1,901,216.42

FY 2010-2011

CITY OF GUTHRIE STATEMENT OF ESTIMATE - ACTUAL REVENUE

Sep-11 100.00%

Revenue Source	Annual Budget	YTD Estimate	Current Month		YTD Actual	YTD Variance	Percent Variance	Percent Total Collected
			Collected	Collected				
Sales Tax Revenue	\$3,600,000	\$3,600,000	\$327,508	\$3,772,139	\$172,139	4.78%	104.78%	
Use Tax	\$135,000	\$135,000	\$10,085	\$144,771	\$9,771	7.24%	107.24%	
Cigarette Tax Revenue	\$50,000	\$50,000	\$4,835	\$54,801	\$4,801	9.60%	109.60%	
Franchise Taxes	\$470,000	\$470,000	\$42,898	\$505,260	\$35,260	7.50%	107.50%	
Licenses & Permits	\$106,255	\$106,255	\$6,511	\$114,176	\$7,921	7.46%	107.46%	
Com. Vehicle Tax	\$67,000	\$67,000	\$5,948	\$76,203	\$9,203	13.74%	113.74%	
Gas Excise Tax	\$20,000	\$20,000	\$1,625	\$21,244	\$1,244	6.22%	106.22%	
Alcoholic Beverage Tax	\$72,000	\$72,000	\$6,088	\$85,520	\$13,520	18.78%	118.78%	
Ambulance Collections	\$425,000	\$425,000	\$27,390	\$377,194	(\$47,806)	-11.25%	88.75%	
EMS Contract	\$338,606	\$338,606	\$26,801	\$338,606	(\$0)	0.00%	100.00%	
Sale of Property-Fire Station	\$0	\$0	\$0	\$58,113	\$58,113	0.00%	0.00%	
Rents & Royalties	\$18,700	\$18,700	\$841	\$20,578	\$1,878	10.04%	110.04%	
Cemetery Revenue	\$53,900	\$53,900	\$5,425	\$63,788	\$9,888	18.34%	118.34%	
Court Fines/Forfeiture	\$337,000	\$337,000	\$16,436	\$276,444	(\$60,556)	-17.97%	82.03%	
Interest	\$2,500	\$2,500	\$519	\$3,284	\$784	31.38%	131.38%	
Library Fines & Fees	\$12,000	\$12,000	\$683	\$10,634	(\$1,366)	-11.39%	88.61%	
Lake Fees/Permits	\$24,000	\$24,000	\$1,330	\$17,723	(\$6,277)	-26.16%	73.84%	
Fire Runs	\$7,500	\$7,500	\$1,340	\$4,500	(\$3,000)	-40.00%	60.00%	
Reimb Rev/Misc. Income	\$199,620	\$199,620	\$62,402	\$302,169	\$102,549	51.37%	151.37%	
Plan/Bd of Adjustments	\$1,050	\$1,050	\$50	\$3,549	\$2,499	238.00%	338.00%	
Oil/Gas Inspect/Leases	\$13,500	\$13,500	\$0	\$17,713	\$4,213	31.21%	131.21%	
Weed Abatement	\$2,500	\$2,500	\$0	\$1,368	(\$1,133)	-45.30%	54.70%	
Fire Subscriptions	\$3,500	\$3,500	\$60	\$5,168	\$1,668	47.65%	147.65%	
<b>Subtotal</b>	<b>\$5,959,631</b>	<b>\$5,959,631</b>	<b>\$548,775</b>	<b>\$6,274,943</b>	<b>\$315,312</b>	<b>5.29%</b>	<b>105.29%</b>	
Transfer from GPWA	\$1,430,558	\$1,430,558	\$126,379	\$1,430,557	(\$1)	0.00%	100.00%	
Transfer from Hotel Tax	\$36,000	\$36,000	\$3,000	\$36,000	\$0	0.00%	100.00%	
Transfer from Capital Project	\$106,000	\$106,000	\$8,833	\$106,000	(\$0)	0.00%	100.00%	
Transfer from Grants Fund	\$18,000	\$18,000	\$1,670	\$13,104	(\$4,896)	-27.20%	72.80%	
Budgeted Fund Balance	\$30,051	\$30,051	\$0	(\$30,051)	(\$30,051)	0.00%	0.00%	
<b>TOTALS</b>	<b>\$7,580,240</b>	<b>\$7,580,240</b>	<b>\$688,658</b>	<b>\$7,860,605</b>	<b>\$280,365</b>	<b>3.70%</b>	<b>103.70%</b>	

FY 2010-2011

CITY OF GUTHRIE DEPARTMENT EXPENDITURE SUMMARY

Sep-11 100.00%

Department	Annual Budget	YTD Estimate	Current Month Expend	% of Budget	YTD Expend	% of Budget	Encumbered Balance	Remaining Budget
General Government	\$921,468	\$921,468	\$63,051	6.84%	\$907,248	98.46%	\$0	\$14,220
Administration	\$494,343	\$494,343	\$38,117	7.71%	\$473,638	95.81%	\$0	\$20,705
Finance	\$130,452	\$130,452	\$10,758	8.25%	\$129,018	98.90%	\$0	\$1,434
Planning	\$305,648	\$305,648	\$45,010	14.73%	\$304,228	99.54%	\$0	\$1,420
Library	\$191,727	\$191,727	\$13,424	7.00%	\$191,715	99.99%	\$0	\$12
Police	\$1,474,630	\$1,474,630	\$115,125	7.81%	\$1,474,598	100.00%	\$0	\$32
Fire	\$1,485,213	\$1,485,213	\$154,580	10.41%	\$1,485,192	100.00%	\$0	\$21
Street	\$483,841	\$483,841	\$56,966	11.77%	\$440,918	91.13%	\$0	\$42,923
Vehicle Maintenance	\$127,796	\$127,796	\$10,052	7.87%	\$127,786	99.99%	\$0	\$10
Parks & Public Grounds	\$386,240	\$386,240	\$26,887	6.96%	\$377,984	97.86%	\$0	\$8,256
Transfer to GPWA Fund	\$1,224,038	\$1,224,038	\$109,169	8.92%	\$1,224,037	100.00%	\$0	\$1
Transfer to Airport Fund	\$69,945	\$69,945	\$6,969	9.96%	\$69,945	100.00%	\$0	\$0
Transfer to Capital Project	\$284,074	\$284,074	\$23,673	8.33%	\$284,074	100.00%	\$0	\$0
Transfer to Grants Fund	\$825	\$825	\$69	8.33%	\$825	100.00%	\$0	\$0
<b>TOTALS</b>	<b>\$7,580,240</b>	<b>\$7,580,240</b>	<b>\$673,850</b>	<b>8.89%</b>	<b>\$7,491,208</b>	<b>98.83%</b>	<b>\$0</b>	<b>\$89,032</b>

FY 2010-2011

**GUTHRIE PUBLIC WORKS AUTHORITY STATEMENT OF ESTIMATE - ACTUAL REVENUE**

Sep-11 100.00%

Revenue Source	Annual Budget	YTD Estimate	Current Month Collected	YTD Actual	YTD Variance	Percent Variance	Percent Total Collected
Water	\$1,711,614	\$1,711,614	\$173,039	\$1,986,112	\$274,498	16.04%	116.04%
Sewer	\$754,000	\$754,000	\$66,569	\$781,553	\$27,553	3.65%	103.65%
Sanitation	\$1,158,000	\$1,158,000	\$96,762	\$1,159,122	\$1,122	0.10%	100.10%
Convenience Center	\$40,000	\$40,000	\$3,689	\$43,998	\$3,998	10.00%	110.00%
Interest	\$1,500	\$1,500	\$323	\$2,583	\$1,083	72.18%	172.18%
Rents & Royalties	\$4,400	\$4,400	\$250	\$4,400	\$0	0.00%	100.00%
Transfer-Other Funds	\$1,226,938	\$1,226,938	\$109,449	\$1,226,214	(\$724)	-0.06%	99.94%
Miscellaneous	\$15,881	\$15,881	\$1,779	\$360,972	\$345,091	2172.98%	2272.98%
Late Charges	\$40,000	\$40,000	\$4,270	\$47,365	\$7,365	18.41%	118.41%
Extension Charges	\$2,000	\$2,000	\$195	\$2,770	\$770	38.50%	138.50%
Service Initiation	\$13,600	\$13,600	\$1,700	\$17,350	\$3,750	27.57%	127.57%
Sale of Station/Park Barn/LC Pr	\$21,000	\$21,000	\$0	\$22,500	\$1,500	7.14%	107.14%
<b>Subtotal</b>	<b>\$4,988,933</b>	<b>\$4,988,933</b>	<b>\$458,024</b>	<b>\$5,654,938</b>	<b>\$666,005</b>	<b>13.35%</b>	<b>113.35%</b>
Budgeted Fund Balance	\$172,963	\$172,963	\$194,939	\$0	\$0	0.00%	0.00%
<b>TOTALS</b>	<b>\$5,161,896</b>	<b>\$5,161,896</b>	<b>\$652,963</b>	<b>\$5,654,938</b>	<b>\$666,005</b>	<b>12.90%</b>	<b>109.55%</b>



OCTOBER 07, 2011

CITY OF GUTHRIE

SALES TAX

DEAR TREASURER;

FUNDS HAVE BEEN ELECTRONICALLY TRANSFERRED TO YOUR BANK ACCOUNT, EFFECTIVE 10/11/11, FOR YOUR CITY SALES TAX COLLECTIONS RECEIVED BY THE OKLAHOMA TAX COMMISSION DURING THE MONTH OF SEPTEMBER.

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

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

TOTAL TAX, PENALTY AND INTEREST COLLECTED	\$342,187.83
LESS AMOUNT REFUNDED TO TAXPAYERS	\$ .00
LESS AMOUNT SUSPENDED	\$ .00
LESS .010000 RETENTION TO OKLAHOMA TAX COMMISSION	\$3,421.88
PLUS INTEREST	\$399.40
TOTAL PAYMENT	\$339,165.35

Total Sales Tax: \$339,165.35

Last Month: \$327,507.77      Increase/Decrease: \$11,657.58      3.56%

Last Year: \$314,336.08      Increase/Decrease: \$24,829.27      7.90%

# Sales Tax Trend

	October	November	December	January	February	March	April	May	June	July	August	September	Total
FY 06	\$246,126.80	\$247,166.48	\$255,287.17	\$232,346.47	\$280,599.88	\$273,995.53	\$225,384.57	\$270,696.75	\$253,932.59	\$275,360.59	\$265,620.06	\$266,262.27	\$3,112,778.96
FY 07	\$19,417.91	\$255,866.27	\$235,736.87	\$272,647.08	\$279,826.90	\$238,521.60	\$262,435.69	\$323,454.97	\$266,759.41	\$268,835.24	\$248,729.13	\$264,594.42	\$3,202,952.29
FY 08	\$70,648.01	\$17,820.07	\$70,131.11	\$55,053.40	\$45,496.83	\$45,003.25	\$49,990.19	\$52,758.22	\$12,827.02	(\$6,525.55)	(\$16,890.93)	(\$1,667.83)	\$90,173.33
FY 09	\$915,045.58	\$308,052.33	\$315,833.60	\$321,700.48	\$323,323.73	\$301,524.85	\$312,425.88	\$302,995.95	\$299,010.25	\$323,499.39	\$305,933.07	\$319,840.12	\$3,732,000.76
FY 10	\$339,165.35	\$34,565.09	\$9,965.62	\$5,310.80	\$3,919.20	\$36,563.96	(\$11,345.22)	\$33,816.75	\$19,272.51	\$16,659.05	\$22,283.17	(\$2,566.49)	\$134,076.29
FY 11	\$314,336.08	\$278,585.70	\$319,195.49	\$318,007.66	\$315,226.95	\$300,630.31	\$293,948.88	\$327,993.41	\$322,418.35	\$322,249.15	\$331,039.49	\$327,507.77	\$3,772,139.24
FY 12	\$339,165.35	\$44,425.53	\$44,425.53	\$32,408.62	(\$33,495.83)	\$32,408.62	(\$3,328.69)	\$28,178.91	\$16,236.89	\$10,383.77	\$20,154.80	\$28,485.54	\$339,165.35
+/-	\$24,829.27												\$24,829.27

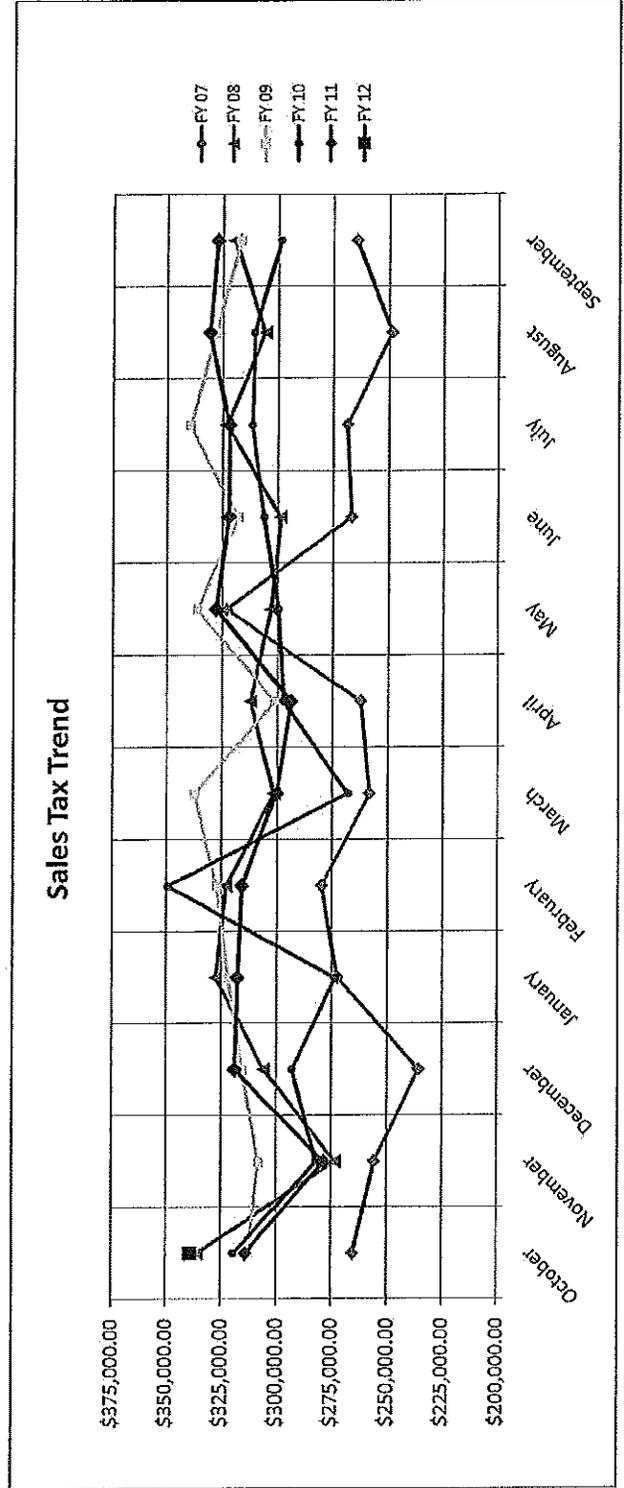
## Comparison of FY10 / FY11 Sales Tax

-1.69%	-1.19%	8.96%	16.24%	-9.58%	12.08%	-1.12%	9.40%	5.31%	3.33%	6.48%	9.53%
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## YTD Comparison to Projected Budget

2012 Year to Date	\$339,165.35
2012 Projected YTD	\$305,000.00
Under/Over	\$34,165.35

11.20% overall increase/decrease



CITY SALES TAX  
COLLECTION BY CODE

Description	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11
Agricultural Production Crops	\$ 94.17	\$ 263.00	\$ (35.58)	\$ (9.73)	\$ -	\$ -	\$ 453.12	\$ (85.95)	\$ (26.76)	\$ -	\$ -	\$ -
Livestock, Except Dairy/Poultry	\$ 69.77	\$ 46.30	\$ 55.03	\$ 68.05	\$ 39.22	\$ 45.83	\$ 78.14	\$ 51.62	\$ 71.07	\$ 61.40	\$ 61.40	\$ 70.54
Agricultural Services	\$ 497.77	\$ 420.02	\$ 355.70	\$ 357.38	\$ 503.98	\$ 503.98	\$ 503.98	\$ 503.98	\$ 503.98	\$ 503.98	\$ 503.98	\$ 489.63
Timber Tracts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commercial Fishing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Oil/Gas Extraction	\$ -	\$ 7.60	\$ 110.87	\$ 86.30	\$ -	\$ -	\$ (0.59)	\$ 1.10	\$ -	\$ -	\$ -	\$ -
Mining & Quarrying of Non-metallic minerals, exc. fuels	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Biggs, Construction-General Contractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction other than Biggs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction-Special Trade Contractors	\$ 339.81	\$ 235.93	\$ 788.43	\$ 754.75	\$ 765.67	\$ (77.87)	\$ 289.55	\$ 202.29	\$ 346.14	\$ 341.47	\$ 1,095.63	\$ 2,424.73
Food and Kindred Products	\$ 654.48	\$ 551.85	\$ 325.64	\$ 927.81	\$ 377.22	\$ 638.50	\$ 733.60	\$ 664.27	\$ 541.78	\$ 668.21	\$ 599.05	\$ 671.15
Textile Mill Products	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apparel and other Finished Product Made from Fabrics	\$ 92.69	\$ 77.49	\$ 61.44	\$ 81.74	\$ 62.96	\$ 61.47	\$ 60.54	\$ 74.73	\$ 105.13	\$ 54.91	\$ 79.09	\$ 87.29
Lumber and Wood Products, except Furniture	\$ 40.79	\$ 81.83	\$ 250.80	\$ 122.54	\$ (6.01)	\$ 263.70	\$ 607.10	\$ 16.35	\$ 93.16	\$ 240.99	\$ 241.94	\$ 16.37
Furniture and Fixtures	\$ 112.71	\$ -	\$ -	\$ -	\$ 180.65	\$ (48.34)	\$ -	\$ -	\$ 789.47	\$ (59.97)	\$ 12.25	\$ -
Paper and Allied Products	\$ -	\$ -	\$ 9.72	\$ (3.91)	\$ 11.91	\$ -	\$ -	\$ -	\$ 4.70	\$ (1.84)	\$ -	\$ 13.61
Printing, Publishing and Allied Industries	\$ 642.56	\$ (45.52)	\$ 268.03	\$ 266.10	\$ 567.55	\$ 207.98	\$ 744.98	\$ 65.68	\$ 254.76	\$ 126.71	\$ 71.72	\$ 187.23
Chemicals and Allied Products	\$ 22.43	\$ -	\$ 1.57	\$ 0.85	\$ 14.61	\$ -	\$ -	\$ 7.40	\$ 3.74	\$ -	\$ 3.27	\$ 6.09
Petroleum Remaining & Related Industries	\$ -	\$ 3,256.84	\$ (1,222.55)	\$ (104.33)	\$ 5.75	\$ (0.16)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rubber & Miscellaneous Plastics Products	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leather & Leather Products	\$ 4.75	\$ 3.05	\$ 121.63	\$ 72.76	\$ 80.87	\$ 2.29	\$ -	\$ 0.82	\$ 7.75	\$ -	\$ -	\$ -
Stone, Clay, Glass & Concrete Products	\$ 1,025.91	\$ 1,847.68	\$ 1,824.33	\$ 2,054.19	\$ 372.60	\$ 1,305.82	\$ 2,552.79	\$ 1,051.01	\$ 666.02	\$ 2,209.70	\$ 1,889.57	\$ 2,393.41
Primary Metal Industries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fabricated Metal Products, Except Machinery	\$ 182.04	\$ 291.86	\$ 276.15	\$ 45.47	\$ 77.25	\$ 818.28	\$ (45.37)	\$ 69.62	\$ 103.82	\$ 148.75	\$ 5.20	\$ 190.70
Machinery, Except Electrical	\$ 99.21	\$ 11,515.72	\$ (1,335.00)	\$ 69.01	\$ (20.88)	\$ 286.43	\$ 131.58	\$ 133.67	\$ 212.49	\$ 8,622.03	\$ (2,133.20)	\$ 304.65
Electrical & Electronic Machinery, Equip. & Supplies	\$ 6,326.28	\$ 14,294.36	\$ 6,961.64	\$ 6,501.98	\$ 8,137.63	\$ 5,154.29	\$ 7,941.39	\$ 7,783.66	\$ 7,906.45	\$ 6,164.58	\$ 8,043.55	\$ 6,377.36
Transportation Equipment	\$ 5,082.53	\$ 3,298.92	\$ 4,199.31	\$ 4,095.86	\$ 3,986.81	\$ 4,843.52	\$ 8,469.84	\$ 3,829.59	\$ 5,875.80	\$ 5,027.26	\$ 3,868.26	\$ 4,719.85
Big Materials/Hardware/Garden Supply/Mobile Home Dealer	\$ 11,024.11	\$ 11,252.60	\$ 10,661.21	\$ 10,279.36	\$ 3,877.82	\$ 17,091.11	\$ 12,695.65	\$ 29,129.77	\$ 10,727.73	\$ 17,346.48	\$ 20,986.09	\$ 14,996.05
General Merchandise Stores	\$ 85,056.30	\$ 99,781.14	\$ 112,056.71	\$ 109,450.82	\$ 108,295.30	\$ 94,977.48	\$ 96,163.03	\$ 102,236.27	\$ 102,075.30	\$ 99,451.02	\$ 93,954.16	\$ 102,419.95
Food Stores	\$ 26,453.13	\$ 25,397.92	\$ 30,399.41	\$ 25,082.79	\$ 23,830.30	\$ 24,257.02	\$ 26,689.97	\$ 27,033.07	\$ 32,751.45	\$ 29,927.70	\$ 25,968.01	\$ 30,384.21
Automotive Dealers & Gasoline Service Stations	\$ 14,540.37	\$ 14,885.92	\$ 15,995.44	\$ 12,310.49	\$ 15,086.27	\$ 13,397.72	\$ 21,418.72	\$ 14,460.65	\$ 15,843.15	\$ 20,588.83	\$ 17,303.58	\$ 17,007.93
Apparel & Accessory Stores	\$ 3,676.45	\$ 3,260.74	\$ 4,264.84	\$ 3,689.59	\$ 2,348.58	\$ 3,617.50	\$ 3,685.21	\$ 2,703.35	\$ 3,376.82	\$ 3,291.28	\$ 2,675.71	\$ 2,194.60
Furniture, Home Furnishings & Equipment Stores	\$ 4,201.04	\$ 3,521.08	\$ 5,650.92	\$ 8,274.69	\$ 5,303.73	\$ 7,024.22	\$ 6,788.74	\$ 6,568.01	\$ 4,040.70	\$ 6,710.23	\$ 8,542.74	\$ 6,371.77
Eating & Drinking Places	\$ 41,584.00	\$ 48,913.27	\$ 38,654.52	\$ 40,390.94	\$ 49,641.23	\$ 41,237.40	\$ 55,454.94	\$ 49,554.29	\$ 57,339.72	\$ 45,185.43	\$ 47,970.91	\$ 52,581.65
Miscellaneous Retail	\$ 14,848.59	\$ 18,915.68	\$ 20,170.82	\$ 22,391.92	\$ 16,499.85	\$ 17,195.59	\$ 16,425.87	\$ 18,984.09	\$ 25,750.45	\$ 16,117.55	\$ 15,369.17	\$ 16,685.20
Banking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credit Agencies other than Banks	\$ (6.12)	\$ 44.27	\$ 95.27	\$ (7.28)	\$ 5.50	\$ (2.66)	\$ 12.38	\$ 5.35	\$ 4.53	\$ (0.30)	\$ 306.01	\$ 19.27
Security & Commodity Brokers, Dealers, Exchanges	\$ 0.04	\$ (0.50)	\$ (3.03)	\$ (0.27)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Life Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Real Estate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Holding & Other Investments Offices	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel, Rooming Houses, Camps & other Lodging Places	\$ 6,006.82	\$ 8,340.29	\$ 6,018.57	\$ 4,296.26	\$ 2,003.77	\$ 3,476.61	\$ 6,898.82	\$ 6,928.45	\$ 4,493.98	\$ 4,228.07	\$ 4,034.12	\$ 6,754.47
Personal Services	\$ 1,784.05	\$ 2,910.63	\$ 2,910.63	\$ 2,764.19	\$ 2,369.06	\$ 1,995.18	\$ 3,456.32	\$ 1,778.13	\$ 1,847.17	\$ 1,918.14	\$ 2,149.48	\$ 1,812.39
Business Services	\$ 6,839.54	\$ 4,808.66	\$ 5,980.88	\$ 4,866.77	\$ 4,689.04	\$ 5,537.51	\$ 4,508.20	\$ 4,768.96	\$ 4,068.98	\$ 5,424.13	\$ 2,657.17	\$ 7,225.61
Automotive Repair Services & Garages	\$ 3,992.40	\$ 3,620.19	\$ 3,919.29	\$ 3,833.78	\$ 7,518.89	\$ 3,620.17	\$ 3,792.76	\$ 3,571.58	\$ 3,760.17	\$ 6,909.32	\$ 4,641.04	\$ 3,981.79
Miscellaneous Repair Services	\$ 219.18	\$ 126.97	\$ 17.14	\$ 142.34	\$ 73.03	\$ 40.38	\$ 52.73	\$ 41.36	\$ 64.58	\$ 111.45	\$ 38.37	\$ 64.63
Motion Pictures	\$ 708.86	\$ 590.70	\$ 632.48	\$ 650.46	\$ 745.03	\$ 688.75	\$ 575.48	\$ 751.29	\$ 716.33	\$ 783.98	\$ 1,003.06	\$ 806.23
Amusement & Recreation Services, Except Motion Pictures	\$ 40.79	\$ 2.58	\$ 3,065.80	\$ 338.75	\$ 57.98	\$ (138.81)	\$ 1,688.97	\$ 2,454.84	\$ 3.52	\$ 449.91	\$ 2,006.25	\$ 413.46
Health Services	\$ 195.42	\$ 153.97	\$ 312.51	\$ 293.11	\$ 582.34	\$ 524.77	\$ 948.33	\$ 897.08	\$ 1,196.90	\$ 1,277.24	\$ 923.02	\$ 224.64
Educational Services	\$ -	\$ 0.89	\$ -	\$ 0.48	\$ -	\$ -	\$ 0.54	\$ -	\$ -	\$ 0.37	\$ -	\$ 5.95
Social Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Museums, Art Galleries, Botanical, Zoological Gardens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Membership Organizations	\$ 1,063.39	\$ 764.25	\$ 1,118.80	\$ 1,481.69	\$ 97.09	\$ 575.18	\$ 287.13	\$ 620.14	\$ 453.65	\$ 574.49	\$ 438.38	\$ 271.50
Engineering, Architectural, Surveying Services	\$ 0.03	\$ 0.03	\$ -	\$ -	\$ 0.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Services	\$ 0.39	\$ 2.92	\$ 137.12	\$ 9.19	\$ (55.74)	\$ (2.56)	\$ -	\$ -	\$ 11.29	\$ -	\$ -	\$ 10.46
Justice, Public Order & Safety	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Finance, Taxation, Monetary Policy	\$ 1.33	\$ 2.40	\$ 1.60	\$ 0.74	\$ 1.84	\$ 1.34	\$ 3.06	\$ -	\$ 1.45	\$ -	\$ -	\$ 6.990.25
Administration of Economic Programs	\$ 1,802.81	\$ 2,771.90	\$ 5,134.31	\$ 4,295.78	\$ 870.08	\$ 2,147.76	\$ 2,449.64	\$ 2,323.39	\$ 2,949.29	\$ 1,510.66	\$ 702.37	\$ 1,807.07
Nonclassifiable Services	\$ 280,140.72	\$ 322,144.74	\$ 320,898.80	\$ 319,048.38	\$ 303,363.05	\$ 295,598.36	\$ 331,017.18	\$ 325,290.71	\$ 325,118.70	\$ 333,993.05	\$ 330,445.51	\$ 342,187.83



**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> November 1, 2011	<b>Contact</b> Guthrie Park Board
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**Agenda Item**

Consider approval of a revised agreement with God’s Food Bank reflecting a new location for the Guthrie Community Garden.

**Summary**

At the August 16, 2011 meeting of the Guthrie City Council, the Council approved an Agreement between the City of Guthrie and God’s Food Bank for the development, operation and maintenance of the Guthrie Community Gardens. The City will provide vacant land near Mineral Wells Park to God’s Food Bank (GFB) at no charge. Since that time a preferred location has been found, but it is still located in the general vicinity.

Initially, the location was to the south-west of Mineral Wells Park. The new, preferred location is south of Mineral Wells Park and adjacent to the west side of the old Water Treatment Plant.

Attached is the revised agreement between the City of Guthrie and God’s Food Bank, along with a new map showing the new site location and proposed layout of the Community Garden. This motion would approve this new location as Attachment A.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
<b>Account Number</b>	_____ <b>Amount</b> _____		
<b>Legal Review</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>8.10.11</u>
<b>Mayor’s Appt.</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**Supporting documents attached**

- Agreement between the City of Guthrie and God’s Food Bank
- Attachment A (revised)

**Recommendation**

Staff recommends approval.

Action Needed     Public Hearing     Motion     Emergency Clause

**Agreement Between The City of Guthrie and God's Food Bank, Inc.**  
**For the Development, Operation and Maintenance of Community Gardens**

This agreement dated \_\_\_\_\_ is by and between the City of Guthrie, a municipal corporation ("City"), and God's Food Bank, Inc. ("GFB"), a Logan County, Not-for-Profit, organization.

**Whereas**, the City desires to develop a plan that plays a significant role in guiding the growth of the community; and

**Whereas**, the City acknowledges the need to take advantage of the City's unique attributes and lakes, creating a quality of life than can make Guthrie a place of choice in the Oklahoma City Metropolitan area; and

**Whereas**, the City's vision is to be a vibrant thriving city which enhances the quality of life for each citizen; and

**Whereas**, GFB strives to feed the hungry in Logan County; and

**Whereas**, GFB wishes to provide a not-for-profit community garden which is not otherwise offered to City residents or duplicated by the City;

**Whereas**, the God's Food Bank Community Garden (GFBCG) is a program under GFB and follows the same 501-C-3 guidelines as GFB ; and

**Whereas**, GFBCG wishes to use a portion of Mineral Wells Park for the purpose of providing a community garden.

**Now therefore**, in accordance with the City's Comprehensive Plan, the City of Guthrie and GFB enter into this agreement:

**1. Obligations of City**

City shall provide GFBCG exclusive use of an area of land located on the south side of Mineral Wells Park for the purpose of community gardening at no charge. The approximate location is shown on Attachment "A." The exact dimension will be determined jointly by representatives of the Guthrie Parks Board and God's Food Bank, and approved by the Guthrie City Manager.

"Community gardening" shall be defined as:

"The group activity of growing and harvesting legal plants and produce, using organic gardening practices at designated locations in Guthrie intending to provide opportunities for: learning about various aspects of the natural world including organic food production and research; sharing a love of growing plants and caring for the environment; beautifying the community; meeting socially and sharing common gardening interests; teaching through hands-on gardening activities and workshops; and

providing gardening plots for residents who may not have space to garden on their personal property or knowledge or organic gardening practices.”

City shall provide GFBCG free use of space in the park for meetings and education purposes related to community gardening. The location of said meetings shall be at the sole discretion of the City subject to availability.

City shall provide water for the community garden only at no charge to GFBCG.

City shall review and approve design and construction plans and modifications to plans for community gardening prior to construction.

City shall review and approve all GFBCG community gardening by-laws, policy manuals, rules, regulations, processes and procedures used in connection with assignment of gardening plots and operation and maintenance of the community garden.

City shall pay all electric bills associated with the use of utilities by GFBCG for community gardening.

## **2. Obligations of God’s Food Bank –Community Garden**

GFBCG shall be responsible for all aspects of designing, building, operations and maintaining the community garden with the exception of those mentioned in City’s obligations.

GFBCG shall provide a designated parking area for the community garden to include two designated parking spaces which comply with the Americans with Disability Act.

GFBCG shall provide a fence around the designated community garden area at no charge to the City and include an ADA accessible gate closest to ADA designated parking and a gate on the opposite side. The fence shall have the appropriate breakaway panels to conform to FEMA requirements. The timing for the fence installation shall be determined jointly by representatives of the Guthrie Parks Board and God’s Food Bank, and approved by the Guthrie City Manager.

GFBCG shall provide an ADA accessible sidewalk leading to the two (2) ADA accessible raised beds.

GFBCG shall not demolish any structure, grade facilities, or construct any amenity without first having obtained approval of the City in writing.

GFBCG shall maintain the approved location for the express purpose of community gardening.

GFBCG shall assign primary responsibility for community garden plots for those residents of Logan County only.

GFBCG shall assign approximately 50% of garden plots for use by the GFB for purposes of providing additional food to GFB clients.

GFBCG shall not perform community garden services for profit.

GFBCG shall provide City one copy of by-laws, policy manuals, rules, regulations, processes, and procedures it uses in connection with the assignment of garden plots and operation and maintenance of the community garden.

Either party may terminate this agreement on thirty (30) days written notice to the other party. This agreement may not be assigned without written approval of the City.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF GUTHRIE

By: \_\_\_\_\_  
Chuck Burtcher, Mayor

GOD'S FOOD BANK, INC.

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

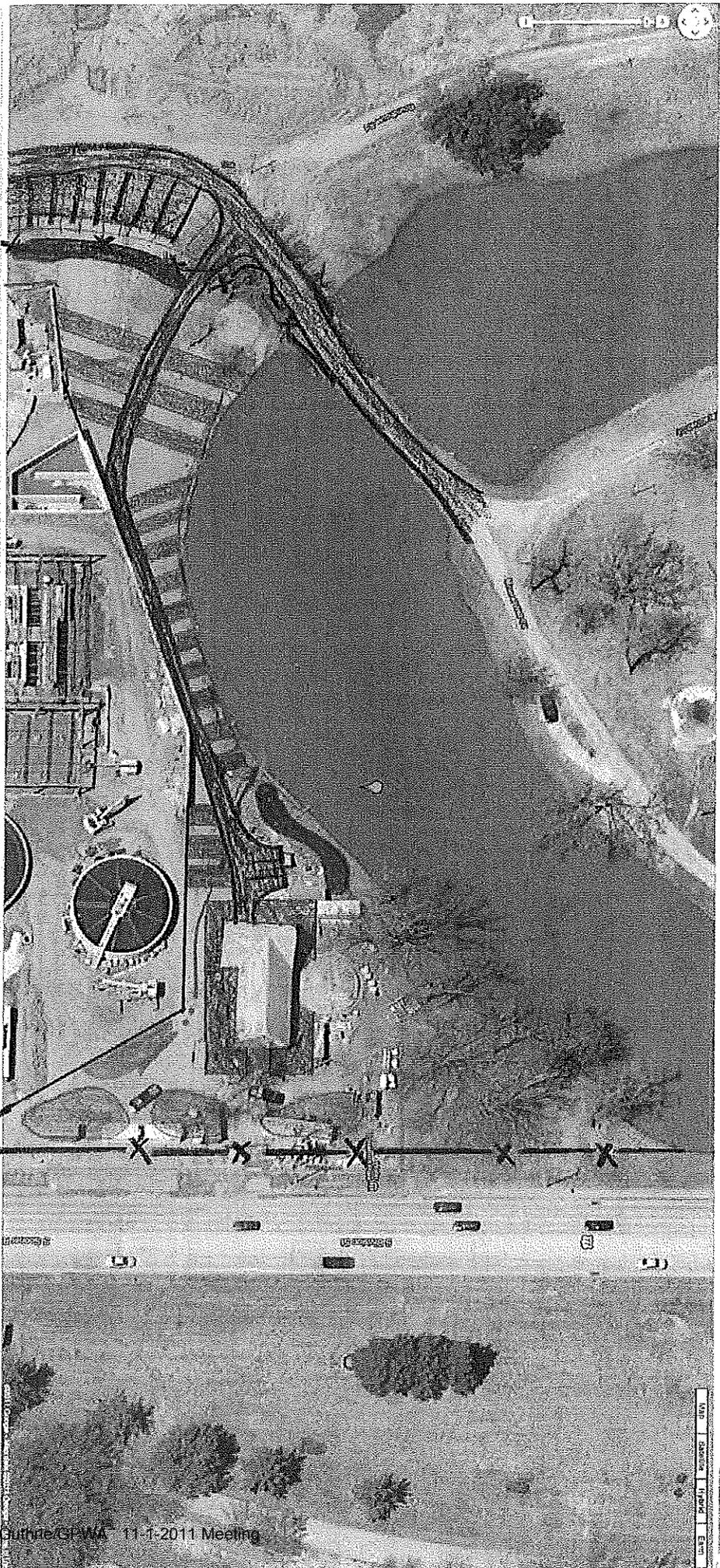
ATTEST: (seal)

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

APPROVED AS TO LEGAL FORM:

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

<http://sketchup.google.com/3dwarehouse/buildingmaker>  
 Apple, iPhone, Google Maps, YouTube, Wikipedia, News (639) - Register -  
 Building Maker  
 3D Warehouse Building Maker: Home, About, Statistics  
 3D Warehouse Building Maker: 333 W Cleveland Ave, Cuthrie, OH 43004, USA  
 Search



- X — X EDIBLE HOME LANDSCAPING DEMO.
- GARDEN BEDS (2)
- VINES (ON FENCE)
- EDIBLE HOME LANDSCAPING DEMO.
- ORCHARD
- BEEMS
- SWALE / DRY CREEK
- REST AREA
- ROAD PARKING



**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> November 1, 2011	<b>Contact</b> Eric Harlow, Fire Chief
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**Agenda Item**

Approval to solicit bids for the bed replacement and other repairs to Brush #4 (Unit #70) due to fire damage that occurred in July 2011.

**Summary**

*On July 23, 2011, Brush #4 was damaged in a large grass fire near the city's Convenience Center on N. Academy. Insurance adjusters declared most of the equipment on the unit a total loss and authorized the replacement of said equipment. The city received a check in the amount of \$33,498.36 for repairs with further repair costs currently being negotiated. We are requesting approval to solicit bids for the repair of this unit. Any costs above the insurance payment amount will come from funds that were collected from the sale of former Engine #7 to the Coyle Fire Department.*

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>54-56-09-6558</u>	<b>Amount</b>	<u>\$40,000 to \$50,000</u>
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____
<b>Mayor's Appt.</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**Supporting documents attached**

N/A

**Recommendation**

Staff recommends approval to solicit bids for repair of Brush #4 (Unit #70)

**Action Needed**     Public Hearing     Motion     Emergency Clause

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**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	November 1, 2011	Eric Harlow, Fire Chief
<input type="checkbox"/> GPWA		
<input type="checkbox"/> Other: _____		

**Agenda Item**

Approval to purchase ¾ ton, crew cab, 4 wheel drive pickup and accessories for fire department utilizing Logan County Fire Sales Tax funds.

**Summary**

*The fire department is seeking approval to utilize our Logan County Fire Sales Tax funds to lease/purchase a new ¾ ton, crew cab, 4 wheel drive pickup. This vehicle would replace the Battalion Chief's vehicle, which is currently a 2002 Ford Explorer. The vehicle will be equipped with aluminum camper-type shell, incident command equipment, radio equipment, emergency equipment and winch. The current Ford Explorer is not well equipped or designed for the rugged off-road terrain that our Battalion Chiefs must frequently travel during large wildfires and adverse weather conditions. The proposed pickup would have a higher ground clearance, 4 wheel drive and a front bumper mounted winch to assist, when needed, in pulling out stuck ambulances or other vehicles in adverse conditions. This pickup would also be equipped with the proper incident command equipment and radio equipment to fully and safely command an emergency incident. This vehicle and financing will be bid through Logan County's Purchasing Department, utilizing no city funds. The city will assume ownership of the vehicle and will be required to insure it. The current 2002 Ford Explorer would be retained as a staff/utility vehicle for the fire department and used for transporting personnel to incidents and/or schools, etc.*

**Funding Expected**     Revenue     Expenditure     N/A

**Budgeted**     Yes     No     N/A

**Account Number**    \_\_\_\_\_ **Amount**    \_\_\_\_\_

**Legal Review**     N/A     Required    Completed Date: \_\_\_\_\_

**Mayor's Appt.**     Yes     No

**Supporting documents attached**

N/A

**Recommendation**

Staff recommends approval to utilize Logan County Sales Tax funds to purchase ¾ ton, crew cab, 4 wheel drive pickup for fire department.

**Action Needed**     Public Hearing     Motion     Emergency Clause

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**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> November 1, 2011	<b>Contact</b> Wanda Calvert City Clerk/Treasurer
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**Agenda Item**

Consider approval of Oklahoma Tax Commission Agreement for Administration of the Sales and Use Tax.

**Summary**

The proposed Agreement is the result of numerous discussions between the Oklahoma Municipal League Liaison Board and the Oklahoma Tax Commission and both parties have agreed to the terms. The new agreement, once executed, will replace the separate sales and use tax agreements currently in effect. The new Agreement, after one year, shall renew without action of the parties for additional terms of one year provided that the current rate has not been changed and neither party has given written notice of its intent to terminate the Agreement.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
<b>Account Number</b>	<u>N/A</u>	<b>Amount</b>	<u>N/A</u>
<b>Legal Review</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>10-14-2011</u>
<b>Mayor's Appt.</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**Supporting documents attached**

- Agreement for Administration of the Sales and Use Tax Ordinances of the City of Guthrie

**Recommendation**

Staff recommends approval.

**Action Needed**     Public Hearing     Motion     Emergency Clause

**AGREEMENT FOR ADMINISTRATION  
OF THE SALES AND USE TAX ORDINANCES  
OF THE CITY/TOWN OF**

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THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_ pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission," and the City/Town of \_\_\_\_\_, Oklahoma, hereinafter referred to as "Municipality," for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as "Ordinances," levying a municipal sales or use tax of \_\_\_\_\_ percent (\_\_\_\_\_% ) upon sales within or outside of the Municipality.

1. This Agreement is based upon the Ordinances for the collection of sales and uses taxes by the Municipality, certified copies of which are attached hereto and made a part hereof. The Municipality may, at any time and from time to time, amend or repeal the Ordinances and, to the extent that the Municipality amends or repeals the Ordinances, the Municipality shall promptly provide the Commission with a certified copy of the ordinance effecting such amendment or such repeal.

An increase or a decrease in the municipal sales or use tax rate shall become effective only on the first day of a calendar quarter. Provided, however, the sales and use tax rates levied by the Municipality if the Municipality levies both a sales and use tax, must be identical. The Municipality shall notify the Commission of an increase or a decrease at least seventy-five (75) days prior to the close of the current calendar quarter and shall provide the Commission with a certified copy of the ordinance affecting such increase or such decrease.

2. A. The Commission shall administer and shall enforce the Ordinances and shall collect the municipal sales and use tax, and the interest and penalties with respect thereto, as provided in the Ordinances and as herein provided. It is recognized and acknowledged that:

(a) the Ordinances levy municipal sales tax upon all sales within the Municipality as authorized by Section 2701 of Title 68 of the Oklahoma Statutes; and

(b) the term "sale" as used in the Ordinances has the same meaning as the term "sale" has in the Oklahoma Sales Tax Code; and

(c) the Ordinances levy municipal use tax upon all transactions within or without the Municipality as authorized by Sections 1411 of Title 68 of the Oklahoma Statutes; and

(d) the term "use" as used in the Ordinances have the same meaning as the term "use" has in the Oklahoma Use Tax Code.

To facilitate such administration, such collection and such enforcement of local taxes, the Commission shall designate a Local Tax Coordinator of the Commission who shall be generally responsible for matters related to the collection of local taxes and, with respect to such matters, shall directly advise the Administrator of the Commission. The duties which may be performed by the Local Tax Coordinator and/or other employees of the Commission under his or her supervision, shall include, without limitation,

(a) acting as liaison between the Commission and municipalities with respect to the administration, the collection and the enforcement of local taxes,

(b) addressing concerns of the Commission and/or taxpayers with respect to the administration, the collection and the enforcement of municipal taxes by municipalities,

(c) consulting with municipalities concerns and trends with respect to local taxes,

(d) coordinating collection and enforcement actions by the Commission and municipalities with respect to local taxes,

(e) coordinating the provision by the Commission to municipalities of information and

(f) providing educational and other support to municipalities in their collection and enforcement efforts.

In making decisions with respect to the administration of local taxes, the Commission will consider the view expressed by the Municipality.

The Municipality shall not request that the Local Tax Coordinator perform any duties which are the sole responsibility of the Municipality.

B. The implementation plan adopted pursuant to subsection 4 of subsection E of Section 2702 of Title 68 of the Oklahoma Statutes shall be incorporated into the collection agreement entered into by Municipality and Commission pursuant to subsection E of section 2702 of Title 68 of the Oklahoma Statues, as if fully set forth therein.

3. The method of computing sales tax to be used by vendors in collecting both state and municipal sales tax, is prescribed in Section 1362 of the Oklahoma Sales Tax Code. The method of computing use tax to be used by vendors in collecting both state and municipal use tax, is prescribed in Section 1401 of the Oklahoma Use Tax Code.

4. The discount (deduction) allowed to vendors in Section 1367.1 of the Oklahoma Sales Tax Code shall be applicable to both state and local sales tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local sales tax remittances. The discount (deduction) allowed to vendors in Section 1410.1 of the Oklahoma Use Tax Code shall be applicable to both state and local use tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local use tax remittances.

5. The Commission shall retain, as its sole compensation for its services rendered hereunder, an amount equal to the applicable percentage of the amount of the municipal sales or use taxes, and the interest and penalties with respect thereto, collected by the Commission hereunder. The applicable percentage is set forth in Exhibit A as incorporated herein.

6. Except as otherwise provided herein, the Commission shall give no preference in applying an amount received for state, municipal and county sales or use taxes owed by a taxpayer to the extent that such amount is less than the aggregate state, municipal and county sales or use tax liability of the taxpayer. Any such amount shall be applied pro/rata to the satisfaction of the claims of the Commission, the claims of the Municipality and the claims of other municipalities and counties based on the portions of the aggregate state, municipal and county sales or use tax liability of the taxpayer represented by their respective claims.

7. The municipal sales or use tax received and collected by the Commission pursuant to this Agreement shall be deposited in the State Treasury as required by law. The Commission shall use its best efforts to cause to be paid to the Municipality no later than the tenth day of each calendar month all municipal sales and use tax, and the interest and the penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, less any amount withheld by the Commission under Paragraph 5 and less any amounts deducted by the Commission in connection with refunds hereunder.

8. The Commission shall require reports of municipal sales and use tax from vendors, shall maintain records of reports by, and receipts and collections from vendors, and shall maintain the records in such a manner that the total amount due the Municipality each month can be determined by the Commission and can be verified by the Municipality. The requirement for the Commission to maintain its records in a verifiable form is intended to require the Commission to maintain its records in a form capable of producing reports that can be electronically downloaded into, at a minimum,

an excel spreadsheet or its equivalent; the Commission will use a form which is capable of being understood by a person reviewing such records. The Commission shall transmit to the Municipality a monthly statement of the municipal sales and use tax, and interest and penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, the amounts, if any, refunded by the Commission to taxpayers during the immediately, preceding calendar month and the amount withheld by the Commission under Paragraph 5.

9. In the event a vendor remits sales or use tax due but fails to submit city attachments, or submits a report from which the sales or use tax due Municipality cannot be determined, the Commission will allocate to Municipality such sales or use tax received pro rata based on the vendor's percentage allocation for the most recent report filed or, if no report has been filed, according to the best information available to the Commission. Such amount, and any interest and penalty as provided in Section 217 of Title 68 of the Oklahoma Statutes with respect thereto, shall be paid to the Municipality in accordance with Paragraph 7. Interest will begin as of the date the vendor remittance is deposited to the State Treasury.

10. The Municipality acknowledges that the Commission is responsible for making refunds to taxpayers of municipal sales and use taxes previously collected by the Commission on behalf of the Municipality. The term "refunds" as used herein shall include payments made pursuant to filed claim for refund(s) or amended return(s) approved by the Commission. The Commission's determination of any taxpayer's liability for sales and use taxes shall be binding as between the Municipality and the taxpayer.

Any refund of municipal sales and use tax previously paid by the Commission to the Municipality shall be paid from subsequent collections of the municipal sales and use tax. Such refund shall be deducted from the collections payable by the Commission to the Municipality in the immediately following calendar month (unless the taxpayer entitled to such refund otherwise agrees).

11. The Commission shall provide notice to the Municipality of any aggregate request for refund or any remittance error of combined state, county and city sales and use tax in the amounts of \$10,000 or more. On or before July 31, 2012, the Commission will review the software capability of providing notice for any aggregate request for refund or remittance error of combined state, county and city sales and use tax in amounts less than \$10,000 and, if the capability is available, will implement it. Notice will be provided within seven (7) business days of the Commission's initial review of a claim for refund, documented as outlined in OAC 710:65-11-1 or upon discovery of a remittance error. Municipality agrees that any amount contained in the notice given pursuant to this section will be considered as advisory only until such time as a final determination has been made by the Commission. Commission, through the Local Tax Coordinator, will notify Municipality at such time the Commission determines the final amount to be refunded pursuant to a claim or remittance error. Any municipal sales or use tax, and/or any interest and penalties with respect thereto, paid under protest by a

taxpayer to the Commission during the immediately preceding calendar month shall be paid by the Commission to the Municipality as part of the payment being made by the Commission to the Municipality. If the protested municipal sales or use tax, interest or penalties are required to be refunded, such amount and any interest required to be paid thereon will be paid out of subsequent collections by the Commission. Such refund shall be deducted from the collections payable by the Commission to the Municipality in the immediately following calendar month (unless the taxpayer entitled to such refund otherwise agrees) subject to the provisions of paragraph 10.

The municipality may request by a blanket advisement to the Commission that it be notified of any hearing wherein the Commission hears a claim for refund of a protest of an assessment. If an affected municipality shall have requested such notice in writing, the Commission shall, at the same time the parties are notified of the scheduled hearing, provide notice to the municipality affected.

12. Simultaneously with the execution and the delivery of this Agreement, the Commission shall, upon written request of the Municipality, provide to the Municipality a full and complete list of the names and the addresses of the persons and the entities which or who report doing business within the boundary of the Municipality during the preceding calendar year in a format as set out in Paragraph 8 of this agreement.

The Commission shall, upon written request of the Municipality, report to the Municipality on a monthly basis all of the following information:

(a) additions to, and deletions from, the full and complete list of the names and the addresses of persons and entities which or who report doing business during the preceding calendar year within the boundary of the Municipality;

(b) a full and complete list of the persons and the entities specified in paragraph 12(a) which or who are more than sixty (60) days delinquent in filing and/or remitting municipal sales and use taxes pursuant to the Ordinances; and

(c) a full and complete, list of all persons and all entities paying municipal sales and use tax under the Ordinances, and/or interest and penalties with respect thereto, and the amount of such remittances.

The Commission shall, upon written request of the Municipality, report to the Municipality on a quarterly basis all of the following information

(a) the number of audits completed and assessments determined by the Commission with respect to municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances during the preceding calendar year; and

(b) the amount of additional municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances collected by the Commission during the preceding calendar year.

Commission also agrees to provide Municipality reports in addition to those outlined above under the following terms:

(a) The report is requested in writing or via e-mail, outlining the information required and regularity of the report.

(b) The report complies with all terms and statutes outlined within this agreement.

(c) The information requested is available to the Commission.

(d) Commission will be provided a minimum of sixty (60) days to compile new requests unless otherwise agreed.

The Commission shall monitor the administration, the collection and the enforcement of municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances. The Commission shall provide the Municipality such information as may be requested by the Municipality with respect to any protest or any refund of municipal sales or use taxes levied by the Municipality. The Municipality shall also be entitled to consult with the Commission's legal staff about protests and refunds and, to the extent that a protest or a refund involves one or more hearings, the Municipality shall, through legal counsel or other designated staff employed by the Municipality, be entitled to be present and observe such hearing(s); provided, however, the administrative law judge or the Commission may limit the number of counsel or other designated staff, if any, who may be present to the extent necessary to permit the hearing to be conducted in an orderly fashion and without undue trepidation on the part of the taxpayer.

To the extent that such documents and/or such information relates to municipal sales or use taxes, and/or interest and penalties with respect thereto, and is requested, at any time and from time to time by the Municipality, the Commission shall promptly provide to the Municipality (a) copies of applications for sales tax permits, (b) copies of sales or use tax reports, (c) copies of installment or other payment plans, if any, with taxpayers and (d) other documents and other information.

The Commission shall promptly notify the Municipality of any conduct which the Commission believes might be the basis for a criminal prosecution by the Municipality under the Ordinances and shall provide to the Municipality all of the documents and the information in the possession of the Commission with respect thereto, including, without limitation, the names of employees of the Commission who might be witnesses with respect thereto.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes, which makes the records and the files of the Commission confidential (subject to specified exceptions) and which prohibits disclosure of such records and such files (subject to specified exceptions), includes the Commission's records and files with respect to the receipt and the collection of municipal sales and use tax. Nothing contained herein is intended to require the Commission to disclose to the Municipality any information whose disclosure to the Municipality is prohibited by Section 205.

The Commission acknowledges that (a) Section 205(c)(7) of Title 68 of the Oklahoma Statutes permits the Commission to furnish information disclosed by the records and the files of the Commission to an official person or body of this state who is concerned with the administration or the assessment of certain taxes, such as the Municipality, (b) Section 205(c)(22) of Title 68 permits the disclosure to the governing body or municipal attorney, if so designated by the governing body, of information directly involved in the resolution of issues arising out of the enforcement of a municipal sales and use tax ordinance, such as the Ordinances, pursuant to a municipal tax collection agreement, such as this Agreement, and (c) Section 22-107 of Title 11 of the Oklahoma Statutes and Section 205.1 of Title 68 of the Oklahoma Statutes permits the Commission to release specified information to municipalities.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes may prevent the disclosure by the Municipality and persons associated with the Municipality of information which is provided by the Commission to the Municipality and that improper disclosure by the Municipality or any such person of such information may result in civil and criminal liability. The Municipality shall comply with the restrictions imposed by Section 205.

13. In the event of termination of this Agreement, the Commission will cause to be paid over to the Municipality, all municipal sales and use tax funds in its possession then due and payable under this Agreement. The Municipality shall thereafter be liable for and shall pay any refunds of municipal sales or use tax required by law to be made, including refunds of municipal sales or use tax, penalty and interest paid under protest that must be refunded and any interest required thereon. After such termination, the Commission's liability shall extend only to the amount of such funds being held by it. The Municipality agrees to pay any interest required by law to be paid on such refunds.

14. The Commission shall have the authority to assess and to collect, on behalf of the Municipality, the municipal sales and use taxes levied by the Ordinances, and the interest and the penalties with respect thereto, including, without limitation, any municipal sales or use tax, interest and/or penalty existing on the date hereof.

The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality unless and until such contact is agreed to by Commission and Municipality in a rider to this Agreement for the purpose of the actual collection of sales and use taxes. Municipality does have the inherent

authority to contact vendors within and without the municipality concerning the vendor's alleged violation of municipal ordinances prior to the initiation of criminal prosecution.

The Municipality may inquire of the Commission into the compliance of persons and entities with the Ordinances and, to the extent that the Municipality determines that any person or any entity has not complied with the Ordinances, the Municipality may request the Commission to issue a proposed assessment against such person or such entity. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If, after said review, Commission believes that such request presents a basis for a proposed assessment, Commission shall issue a proposed assessment. Any such proposed assessment shall be resolved as provided in Sections 201 et seq. of Title 68 and the procedural rules promulgated by the Commission.

The Municipality may, at the option of the Municipality, request the Commission to initiate a show cause proceeding against a person or an entity which the Municipality believes, in good faith, not to be in compliance with the Ordinances or any provision thereof. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If after said review, Commission believes that such request presents a basis for a show cause proceeding, Commission shall initiate a show cause proceeding. Such show cause proceeding shall be conducted as provided in the procedural rules promulgated by the Commission.

The Commission and the Municipality acknowledge the mutual interest of the Commission and the Municipality in maximizing compliance with the Ordinances and the collection of local taxes thereunder. The Municipality may, at any time and from time to time, either alone or in conjunction with other municipalities, submit a written proposal for collection and enforcement activities for consideration by the Commission; provided, however, it is expressly understood that any such written proposal must provide for coordination with the collection and enforcement activities of the Commission, provide for the use of the then applicable audit standards of the Commission and otherwise be in form and in substance to the Commission. In the event that Municipality's proposal is accepted by Commission, Municipality will be authorized to conduct the activities included in such proposal on behalf of Commission and no other action will be authorized by the Commission by a municipality or municipalities not included in the accepted proposal.

Provided further that upon the request of the municipality, either alone or in conjunction with other municipalities, the Commission shall enter into contractual agreements with the municipality or group of municipalities whereby the municipality or group of municipalities are authorized to implement or augment the Commission's enforcement through a contract with a private auditor(s) or audit firm(s) of the municipal tax. The auditor(s) or audit firm(s) shall first be approved by the Commission and once approved shall be appointed as an agent of the Oklahoma Tax Commission for purposes of the audit. Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the

municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein. The Commission shall be furnished the audit results and all relevant supporting documentation. The municipalities shall pay for the private auditor(s) or audit firm(s) by deduction from the tax assessment resulting from said audit unless another method of payment is set out in the contract with the private auditor or audit firm. Any municipal sales and use tax funds recovered as a result of the use by the municipality of a private auditor or audit firm shall not be subject to the retention calculated by the Commission as provided in Paragraph 5 of this agreement, in addition the Commission shall pay to the municipality any retainage that the Commission shall be entitled to for collection of county sales and use tax and shall pay to the municipality the state's pro rata share of the expenses of the auditor. Provided further, the Commission shall have no obligation to any municipality that does not participate in an audit conducted under subsection D of Section 2702 of Title 68 of the Oklahoma Statutes or an audit conducted pursuant to this section.

Notice of a proposed independent audit shall be provided to the municipality and the municipality shall within 30 days provide acceptance or rejection of participation in the audit. Failure to act within the 30 day time period shall mean that the municipality shall not be included in the audit. Failure to act with respect to a particular independent audit within the 30 day time period shall relieve the Commission of its obligation to audit on behalf of the municipality with respect to that particular audit.

15. It is recognized and acknowledged that the Ordinances include criminal sanctions for violation of the Ordinances. Notwithstanding anything else contained herein, the Municipality shall have the exclusive authority to prosecute any criminal violations of the Ordinances and the Commission shall refrain from taking any such action. Nothing contained herein shall prevent the State of Oklahoma from prosecuting persons for crimes under state law, including, without limitation, embezzlement by a vendor of a municipal sales tax.

16. To the extent that the Municipality decides to prosecute criminally any action under this Agreement, the Commission and the Municipality shall cooperate, in good faith, to maximize collections under the Ordinances and to minimize duplicative effort by the Commission and the Municipality.

17. Where the municipality takes the action recognized by paragraph 15 of this Agreement for prosecution to enforce its sales or use tax ordinance, all taxes shall be paid by the taxpayer directly to the Commission. Any resulting payment of municipal tax shall not be subject to the retention calculated by the Commission for the collection of city sales and use taxes as provided in Paragraph 5 of this agreement, subject to the implementation plan established in paragraph 2B of this agreement.

18. The Commission has the authority to enter into an installment or other payment agreement with any taxpayer, including a taxpayer prosecuted under a municipal sales or use tax ordinance, for state and local taxes owed by the taxpayer. Commission will, through its use of a pay plan in order to keep a delinquent business open, collect the liability as quickly as possible by requiring a significant down payment and completion of the pay plan in as short a period as possible. The Municipality shall be entitled to consult with the Commission's legal staff about an installment or other payment agreement prior to negotiation of such an agreement. The installment or other payment agreement shall be void if the taxpayer becomes delinquent in future tax liability or payment under the agreement becomes delinquent. The Commission shall furnish a list of all sales and use taxpayers which have entered into agreements with the Commission on a monthly basis along with the terms, conditions and status of each such installment or payment agreement.

19. The Municipality agrees that, if there is a challenge to the constitutionality or the legality of the Ordinances or any provision thereof (other than a challenge based on the application by the Commission of the Ordinances or any provision thereof), the Municipality shall be responsible for the resolution of such challenge. If such a challenge is based on the application by the Commission of the Ordinances or any provision thereof, the Commission shall be responsible for the resolution of such challenge. The party responsible for the resolution of any challenge shall make all decisions with respect to the prosecution and the settlement of any litigation with respect to such challenge and the other party shall cooperate with the responsible party with respect to the resolution of such challenge. The Commission shall provide notice to the Municipality of any challenge. Notice will be provided within seven (7) business of the receipt of the challenge and the municipality shall be allowed to participate in any decision.

20. The change in the boundary of Municipality shall be effective for sales tax purposes only, on the first day of a calendar quarter following the enlargement of the municipal city limits. If a municipality should de-annex a territory the sales tax from business or firms located in the de-annexed area shall cease on the effective date of the de-annexation ordinance. Municipality shall give the Commission notice in writing of any annexation or de-annexation of territory to the municipality at least as required by Title 68 Oklahoma Statutes Section 2701. The notice shall include a verified copy of the boundaries of the newly annexed or de-annexed territory. In addition all Municipality limit lines shall be shown in map form, and certified to the Commission by the municipal clerk.

21. Neither Municipality nor Commission has entered into this Agreement with the intention of violating state law or the provisions of the Streamlined Sales Tax Agreement. If it is determined by either party that any provision violates either state law or the Streamlined Sales Tax Agreement, such provision of the Agreement shall be null and void. The remaining provision of the Agreement shall be in effect until the expiration or termination of the Agreement.

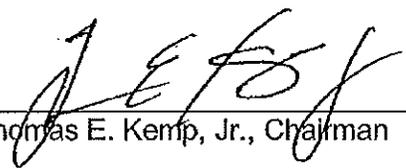
22. This Agreement shall be in effect from \_\_\_\_\_, \_\_\_\_ until \_\_\_\_\_, \_\_\_\_\_, and shall renew without action of the parties for additional terms of one (1) year provided that the current rate has not been changed and neither party has given written notice to the other party of its intent to terminate this Agreement prior to the expiration of the then current term. Either party may terminate this contract for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals the day and year first above written.

THE MUNICIPALITY OF

OKLAHOMA TAX COMMISSION

\_\_\_\_\_  
A Municipal Corporation

  
\_\_\_\_\_  
Thomas E. Kemp, Jr., Chairman

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Jerry Johnson, Vice-Chairman

ATTEST: (CITY SEAL)

\_\_\_\_\_  
Municipal Clerk

  
\_\_\_\_\_  
Dawn Cash, Secretary-Member

ATTEST: (STATE SEAL)

\_\_\_\_\_  
Assistant Secretary – OTC

APPROVED:

\_\_\_\_\_  
Director, Taxpayer Assistance Division

APPROVED BY THE CITY OF \_\_\_\_\_ LEGAL DEPARTMENT

BY \_\_\_\_\_ DATE \_\_\_\_\_

**EXHIBIT A**

**RETENTION FEE AS OF 9/1/1989 PER TITLE 68-SEC.2702**

RATE (%)		FEE	RATE (%)		FEE
1%-1.99%	=	1.75%	2.5%	=	1.25%
2%	=	1.50%	2.75%	=	1.12%
2.25%	=	1.37%	3% or >	=	1.00%