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**Committee Members:**

Chairperson: Trey Ayers  
Mary Coffin, Gaylord Z. Thomas

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**SPECIAL CITY COUNCIL MEETING**

**Finance Committee Meeting**

Tuesday, April 10, 2012; 6:00pm  
City Hall 3<sup>rd</sup> Floor Conference Room  
101 N 2<sup>nd</sup> Street, Guthrie, OK 73044

1. Roll Call
2. Discussion and consideration of action regarding a utility adjustment to a utility account for Justin Stevenson at 1328 North Ash Street.
3. Discussion and consideration of action regarding the adjustment of Langston University water rates.
4. Adjournment

February 2, 2012

City Manager  
101 N. 2<sup>nd</sup> Street  
Guthrie, OK 73044

Dear City Manager,

I would like to ask for additional help with my account at 1328 N. Ash in which the balance of approximately \$1,200 was transferred to my new account at 1003 Shady Creek Circle.

We rented the house at 1328 N. Ash and moved to the new location on August 1. Our bill between June 18 and July 19 was for 103,000 gallons of water. We weren't notified about the leak until August 1. If we would have known about the leak sooner, we could have done something to prevent being billed for an additional 107,000 gallons of water between July 19 and August 1 causing me to have a water bill over \$1,200.

ET Vick called me August 1 and said I had a leak. A few days later, I came up to the water department and spoke to Kim Biggs about the outrageous bill I just received. She said that she would do some research to see if I qualified for an adjustment. In November, she contacted me about a "major leak" adjustment, which would reduce my bill by about \$250. I appreciate the offer, but I don't think that's good enough. I should have been notified about my leak when the City became aware of it. I was told that someone from the meter department read my meter around July 21. Why wasn't I notified about the leak then?

I respectfully request an adjustment for the water used from July 19 to August 1, which was for 107,000 gallons of water.

Thank you,

  
Justin Stevenson

Guthrie City Hall  
 101 North Second  
 PO Box 908  
 Guthrie, OK. 73044  
 405.282.0492



**THANK YOU FOR PAYING YOUR UTILITY BILL ON TIME!**

\*\* C-44RR07

Justin Stevenson  
 1003 Shady Creek Circle  
 Guthrie, OK 73044

*ET left (voice) message w/ Mr. Stevenson on 8/1/11 about leak.*

★ **Please Read Carefully**

1. If not paid by the 15th of the month, this bill will be considered delinquent.
2. A penalty will be assessed on all delinquent bills.
3. Payments must be received prior to the cut-off date specified on the bill in order to avoid disconnection of service.
4. If utility service is disconnected as a result of non-payment, service will be restored only after full payment of delinquent balance, a reconnection fee, and an additional deposit.
5. Alternative arrangements are available for the customer who is unable to pay the balance when it is due. However these arrangements must be made prior to the cut-off date specified on the bill.
6. For after-hour service to report main water line breaks or major sewer issues, please call non-emergency Police Department phone number at (405) 282-3535.

CUT-OFF date is AUGUST 24, 2011.						
Account 08-082670-003			Service Location 1328 N Ash St			
Billing From June 18, 2011			Billing To July 19, 2011			
Previous Balance \$122.68			Payments Received \$122.68			
Service Type	Charge Amt/Unit	Previous Reading	Current Reading	Current Consumption	Previous Read Date	Current Read Date
water	\$557.14	667	1070	103000	06/18/11	07/19/11
OMOM	\$9.00	0	0			
sewr	\$22.29	0	0			
trash	\$13.24	0	0			
user	\$4.25					
WTP	\$7.60					
<b>Total Charges</b>			<b>Total Amount Due</b>			
\$612.36			\$612.36			
If Paid After 8/15/2011			Please Pay \$617.36			

Paid 8/5 on 8/12

<b>Account</b>	<b>PIN</b>
08-082670-003	34822
<b>Customer Name</b>	
Justin Stevenson	
<b>Service Location</b>	
1328 N Ash St	
<b>Total Amount Due</b>	
\$612.36	
<b>If Paid After</b>	
August 15, 2011	
<b>Please Pay</b>	
\$617.36	
Please Return This Stub With Your Payment	

Guthrie City Hall  
 101 North Second  
 PO Box 908  
 Guthrie . OK . 73044  
 405 . 282 . 0492



**THANK YOU FOR PAYING YOUR UTILITY BILL ON TIME!**

\*\* C-44RR07

Justin Stevenson  
 1003 Shady Creek Circle  
 Guthrie, OK 73044

★ **Please Read Carefully**

1. If not paid by the 15th of the month, this bill will be considered delinquent.
2. A penalty will be assessed on all delinquent bills.
3. Payments must be received prior to the cut-off date specified on the bill in order to avoid disconnection of service.
4. If utility service is disconnected as a result of non-payment, service will be restored only after full payment of delinquent balance, a reconnection fee, and an additional deposit.
5. Alternative arrangements are available for the customer who is unable to pay the balance when it is due. However these arrangements must be made prior to the cut-off date specified on the bill.
6. For after-hour service to report main water line breaks or major sewer issues, please call non-emergency Police Department phone number at (405) 282-3535.

CUT-OFF date is September 26, 2011							Account		PIN	
Account			Service Location				14-143131-003		16920	
14-143131-003			1003 Shady Creek Circle				Customer Name		Justin Stevenson	
Billing From			Billing To				Service Location		1003 Shady Creek Circle	
July 31, 2011			August 20, 2011				Total Amount Due		\$1,429.18	
Previous Balance			Payments Received				If Paid After		September 15, 2011	
3617.96			125.00				Please Pay		\$1,429.18	
Service Type	Charge Amount	Previous Reading	Current Reading	Current Consumption	Previous Read Date	Current Read Date				
Water	\$601.30	50	181	111000	07/19/11	08/20/11				
CMOM	\$7.07	0	0							
Sewer	\$274.72	0	0							
Trash	\$12.36	0	0							
User	\$9.97									
WTP	\$7.00									
MISC	\$26.00									
Total Charges			Total Amount Due				Please Return This Stub With Your Payment			
3631.02			\$1,429.18							
Paid After			Please Pay							
9/15/2011			\$1,429.18							

City of Guthrie  
Meter Reading Edit  
for Route 8

Account	Customer Name	Service Address	Second ID	Service	Meter ID	Previous Read	Current Read	Consumption	Comments
08-082400-005	Robyn Wiesner	1206 Magnolia Court		watr	34598898	921	924	3000	
08-082410-002	James Vaughn	1202 Magnolia Court		WATR	49379778	882	891	9000	
08-082420-005	Kelly Evans	1126 Magnolia Court		watr	34599895	436	443	7000	Consumption Sensitivity
08-082430-005	Deloris Loveley	1120 Magnolia Court		WATR	034599897	304	315	11000	Consumption Sensitivity
08-082440-001	Betty Abel	1114 Magnolia Court		WATR	48255597	1675	1702	27000	
08-082450-001	Lavere Robinette	1111 Magnolia Court		WATR	034599899	923	931	8000	
08-082460-002	Sherni Leard	1115 Magnolia Court		watr	34599896	126	172	46000	
08-082470-005	Janet Thomason	1121 Magnolia Court		watr	34598894	520	522	2000	
08-082480-002	Jim Byford	1125 Magnolia Court		watr	48255598	1089	1093	4000	
08-082490-003	Wilma Furlong	1201 Magnolia Court		WATR	46309834	673	676	3000	Consumption Sensitivity
08-082510-001	Oscar Berryman Jr	1205 Magnolia Court		WATR	036806219	183	200	17000	
08-082530-004	Jan Bayless	1207 Magnolia Court		WATR	49380100	959	972	3000	Consumption Sensitivity
08-082570-001	Sharyl Padgett	1303 N Ash St		WATR	10169325	0	2	2000	Consumption Sensitivity
08-082580-004	John Thompson	1302 N Ash St		watr	05132108	356	362	6000	
08-082590-004	Benjamin Branch	1307 N Ash St		watr	032228739	83	90	7000	
08-082601-010	Robert Bartness	1308 N Ash St		watr	02045488	496	500	4000	
08-082611-010	Vince Martin	1313 N Ash St		watr	36806257	918	922	4000	
08-082620-003	Vacant	1314 N Ash St		watr	034599914	674	674	0	
08-082630-002	Michael Boyce	1317 N Ash St		watr	41205770	978	982	4000	
08-082640-002	Michael Blair	1318 N Ash St		watr	034599917	730	732	2000	
08-082650-006	Patrick or Coty Cook	1321 N Ash St		watr	05131975	381	387	6000	
08-082660-005	Glen Coffman	1322 N Ash St		WATR	38070459	899	900	1000	
08-082670-003	Justin Stevenson	1328 N Ash St		watr	53529489	967	1070	103000	Consumption Sensitivity
08-082680-001	Bert Mahnke	1327 N Ash St		watr	47807755	260	282	2000	Consumption Sensitivity
08-082690-005	Melanie Wright	1402 N Ash St		watr	034599886	879	881	2000	
08-082702-007	Van Charles Becker	1410 N Ash St		watr	45105175	83	89	6000	
08-082710-001	Robert Ringrose	1125 N Oak St		WATR	033935707	5119	4265	9146000	Consumption Sensitivity
08-082720-003	Mike Savory	1123 N Oak St		watr	36098113	995	8	9013000	Consumption Sensitivity
08-082730-001	Newt Cornwell	1130 N Oak St		watr	039525786	494	528	34000	Consumption Sensitivity
08-082750-004	Suzanne Hirzel	1203 N Oak St		watr	51591511	909	929	20000	
08-082760-001	Leon Winters	1211 N Oak St		WATR	51510996	1027	1043	16000	Consumption Sensitivity

The Re-Read  
was done  
on 7/21/11

PP6BLEM?  
Prof. [unclear] changed dial to 870

2.5

## Kim Biggs

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**From:** Kim Biggs  
**Sent:** Wednesday, January 05, 2011 11:42 AM  
**To:** t boss  
**Cc:** Wanda Calvert  
**Subject:** Do we have a procedure...

Tommy, when we send ET out to get a re-read on questionable readings received from our meter readers and he is able to confirm or determine that the property may have a water leak - is there a procedure in place to notify property owners of the leak while he is at the property? Maybe placing a hang tag on their door or something?

Let me know! Thanks....

## Kim Biggs

Deputy City Clerk

City of Guthrie  
P.O. Box 908  
Guthrie, Oklahoma 73044  
405.282.0495 (o)  
405.282.6898 (f)  
[www.cityofguthrie.com](http://www.cityofguthrie.com)

**NOTICE OF POSSIBLE  
WATER LEAK**

THE CITY OF GUTHRIE  
LINE MAINTENANCE  
DEPARTMENT  
407 COMMERCE BLVD.

PLEASE CALL THE UTILITY OFFICE  
AT 405-282-0492 IF YOU HAVE  
ANY QUESTIONS.

OFFICE HOURS ARE FROM  
8:00 A.M. TO 5:00 P.M.  
MONDAY THROUGH FRIDAY

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

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

City of Guthrie  
Account History

14-143131-003		Justin Stevenson		1003 Shady Creek Circle		Reading/Receipt	
Transaction Date	Bill Number	Transaction Type	Number	Type	Cons/Ref#	Transaction Amount	
7/15/2011	1200	Water Treatment Plant Fee					\$7.50
7/15/2011	1200	CMOM Fee					\$8.00
7/15/2011	1200	Water	0		107000		\$557.14
7/15/2011	1200	sewer					\$22.23
7/15/2011	1200	Garbage (Refuse)					\$13.24
7/15/2011	1200	User Fee				612.36	\$4.25
8/12/2011	1211	Payment	570923	P	1005		(\$125.00) 487.36
8/15/2011	1211	Miscellaneous - Transfer fee (1328 N. Ash)					\$25.00
8/15/2011	1211	CMOM Fee					\$7.47
8/15/2011	1211	Water Treatment Plant Fee					\$7.00
8/15/2011	1211	User Fee					\$3.97
8/15/2011	1211	Garbage (Refuse)					\$12.36
8/15/2011	1211	sewer 15.98				931.82	\$274.72
8/15/2011	1211	Water	161	A	111000		\$601.30 1419.18
8/16/2011	1207	User Fee (LC)					\$5.00 1424.18
9/15/2011	1221	Water	165	A	4000		\$18.16
9/15/2011	1221	User Fee					\$4.25
9/15/2011	1221	Water Treatment Plant Fee					\$7.50
9/15/2011	1221	CMOM Fee					\$8.00
9/15/2011	1221	Garbage (Refuse)					\$13.24 1491.11
9/15/2011	1221	Payment	575651	P		66.93	(\$125.00)
9/15/2011	1221	sewer					\$15.78 1366.11
9/16/2011	1216	User Fee (LC)					\$5.00 1371.11
10/14/2011	1228	Payment	579392	P	1040/al		(\$66.93) 1304.18
10/15/2011	1228	Garbage (Refuse)					\$13.24
10/15/2011	1228	CMOM Fee					\$8.00
10/15/2011	1228	User Fee					\$4.25
10/15/2011	1228	sewer					\$13.36
10/15/2011	1228	Water	168	A	3000	60.29	\$13.94
10/15/2011	1228	Water Treatment Plant Fee					\$7.50 1364.47
10/18/2011	1224	User Fee (LC)					\$5.00 1369.47
10/18/2011	1228	Credit	580191	C	Adjust Sewer		(\$258.94) 1,110.53
11/15/2011	1237	CMOM Fee					\$8.00
11/15/2011	1237	User Fee					\$4.25
11/15/2011	1237	Water	171	A	3000		\$13.94
11/15/2011	1237	sewer					\$13.36
11/15/2011	1237	Garbage (Refuse)					\$13.24 1,170.82
11/15/2011	1237	Payment	583793	P	1026/al		(\$60.29)
11/15/2011	1237	Water Treatment Plant Fee					\$7.50 1110.53
11/16/2011	1234	User Fee (LC)					\$5.00 1,115.53
12/15/2011	1244	sewer					\$32.72
12/15/2011	1244	Garbage (Refuse)					\$13.24
12/15/2011	1244	User Fee					\$4.25
12/15/2011	1244	Water Treatment Plant Fee					\$7.50
12/15/2011	1244	CMOM Fee					\$8.00
12/15/2011	1244	Payment	587966	P	1	117.41	(\$60.29) 1232.94
12/15/2011	1244	Water	182	A	11000		\$51.70 1172.65
12/16/2011	1240	User Fee (LC)					\$5.00 1177.65
1/13/2012	1251	Payment	591780	P	1052/al		(\$117.41) 1,060.24
1/15/2012	1251	Water	187	A	5000		\$22.38
1/15/2012	1251	CMOM Fee					\$8.00
1/15/2012	1251	Water Treatment Plant Fee					\$7.50
1/15/2012	1251	User Fee					\$4.25

**City of Guthrie  
Account History**

2/2012 9:29am

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14-143131-003		Justin Stevenson		1003 Shady Creek Circle				
Transaction				Reading/Receipt				
Transaction Date	Bill Number	Transaction Type	Number	Type	Cons/Ref#	Transaction Amount		
1/15/2012	1251	sewer					\$18.20	
1/15/2012	1251	Garbage (Refuse)				73.57	\$13.24 1133.81	
1/18/2012	1248	User Fee (LC)					\$5.00 1138.81	
2/15/2012	1262	CMOM Fee					\$8.00	
2/15/2012	1262	Water	192	A	5000		\$22.38	
2/15/2012	1262	Payment	596625	P	1064/AL		(\$73.57)	
2/15/2012	1262	Water Treatment Plant Fee				73.57	\$7.50	
2/15/2012	1262	User Fee					\$4.25 1212.38	
2/15/2012	1262	sewer					\$18.20	
2/15/2012	1262	Garbage (Refuse)					\$13.24 1138.81	
2/16/2012	1255	User Fee (LC)					\$5.00 1143.81	
3/14/2012	1274	Payment	600358	P	1069/al		(\$73.57) 1070.24	
3/15/2012	1274	Water	193	A	1000		\$9.72	
3/15/2012	1274	sewer					\$8.52	
3/15/2012	1274	Garbage (Refuse)					\$13.24	
3/15/2012	1274	User Fee				51.23	\$4.25	
3/15/2012	1274	Water Treatment Plant Fee					\$7.50	
3/15/2012	1274	CMOM Fee					\$8.00 1121.49	
3/16/2012	1266	User Fee (LC)					\$5.00 1126.49	
<b>Account Balance as of 04/04/12:</b>							<b>\$1,126.47</b>	

Late Fees = \$40.00

**LANGSTON UNIVERSITY  
TAKE OR PAY WATER PURCHASE CONTRACT**

This Take or Pay Water Purchase Contract (the "Contract") for sale and purchase of water is entered into this 7<sup>th</sup> day of September 2004, between The Guthrie Public Works Authority (the "Authority") and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges (the "Board of Regents") on behalf of Langston University (the "University").

WHEREAS, Langston University (the "University") is a university established under the laws of the State of Oklahoma and is governed by the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges and provides water service to the staff and students on its campus located in Langston, Oklahoma, and to accomplish this purpose the University will require a dependable supply of treated water; and

WHEREAS, The Guthrie Public Works Authority is a public trust established pursuant to Title 60, Oklahoma Statutes, Section 176 et seq., whose sole beneficiary is the City of Guthrie, Oklahoma (the "City"), a municipal corporation; and

WHEREAS, the City owns and operates a water supply and distribution system with a capacity currently capable of serving the present customers of the City's system and sufficient surplus water to serve the water supply needs of Langston University; and

WHEREAS, the Authority at the request of the University has determined the need to construct and finance a water line project to serve water to the University (the "Project") and to properly maintain and operate said Project; and

WHEREAS, the Authority and the University heretofore have entered into discussions and negotiations to develop a contractual relationship for water service that would be beneficial to both parties and to accomplish the Project.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements and covenants herein set forth,

**THE AUTHORITY AGREES:**

1. Quality and Quantity: To furnish the University at the point of delivery during the term of this contract, or renewal thereof or extension thereof, potable treated water meeting applicable

Oklahoma Department of Environmental Quality standards in such quantity as may be required by the University up to a maximum usage of Ten Million (10,000,000) gallons per month and an annual maximum usage of Eighty Million (80,000,000) gallons.

2. Pressure: That water will be furnished at a reasonably constant normal pressure at the point of delivery. If a greater pressure than that normally available at the point of delivery is required by the University, the cost of providing such greater pressure shall be borne by the University. Emergency failure of pressure or supply due to main supply line leaks, power failure, flood, fire and use of water to fight fire, earthquake, or other catastrophe, shall excuse the Authority from this provision for such reasonable period of time as may be necessary to restore service.

3. Metering Equipment: To furnish, install, operate and maintain, at the point of delivery, the necessary metering equipment, including a meter house or pit and required devices of standard type for properly measuring the quantity of water delivered to the University.

4. Billing Procedure: To furnish the University, not later than the 30th day of each month, an itemized statement of the amount of water furnished the University during the preceding month and the applicable charges. Under no circumstances shall water service provided under this agreement be interrupted on the basis of non-payment unless bills for water sold under this contract are more than sixty (60) days past due or in any event if past due bills exceed \$36,000.

5. Water Availability: Water to be furnished under the contract is at all times limited to surplus water in excess of the needs or requirements of the Authority and its beneficiary inhabitants and of other purchasers to whom the Authority has granted preferential rights to water, and all sales are contingent upon the existence of an ample supply of water. The University shall be granted the same rights of supply as other purchasers of similar classification to whom the Authority may grant preferential rights in the future. The Authority reserves the right to discontinue, interrupt, reduce, or suspend delivery of water whenever such action is required by reason of an emergency, unfavorable operating conditions, or a deficient supply of water. Except in emergency, the Authority shall give the University maximum practicable time of notice before interruption of water delivery.

THE UNIVERSITY AGREES:

6. Rates: To pay to the Authority for water purchased at a rate of \$3.00 per 1,000 gallons, as may be amended from time-to-time as provided herein, and a Water Meter charge as established by the City of Guthrie and/or Guthrie Public Works Authority Ordinance, but in any event not less than the Take or Pay Minimum Monthly Charge as described below in Section 7.

7. Take or Pay Minimum Monthly Charge. To pay a minimum monthly charge of Eighteen Thousand Dollars (\$18,000.00) which is based on an average of Six Million (6,000,000) gallons per month. Subsequent to the effective date of this Contract, the Take or Pay Minimum Monthly Charge may only be adjusted by written agreement of the parties. On or before April 1 of any given year the University may make a written nomination of water requested to the Authority for review and approval by the Trustees of The Guthrie Public Works Authority, and such Take or Pay Minimum Monthly Charge may be adjusted effective July 1 of the year of approval and prospectively thereafter unless subsequently amended, PROVIDED in no event shall the monthly charge be less than the amount shown above.

8. Payment Dates: To pay the Authority not later than 30 days after receipt of a bill for water delivered during the preceding billing period. If the amount is not paid within said period, a penalty of 10 percent (10%) of the amount due will be charged per month. The metering equipment shall be read monthly. Appropriate officials of the Authority and the University shall have access to the meter(s) at all reasonable times for purpose of verifying readings.

9. Prohibited Connections. No connection shall be made to the municipal water distribution system without approval of the Authority, and no connection will be permitted when there is danger or possibility of contamination or pollution through back-siphonage or otherwise. The Authority shall have the right, at any time during business hours and at the University's reasonable expense, to inspect the University's facilities for reasons of testing and sampling water for the protection of the public health. Likewise, the University shall have the right, from time to time, to canvass the Authority's records or other data of rate collection, to confirm accuracy.

10. Water Rights Provision. In recognition that the City or Authority may at some point in the future determine it beneficial to apply for water rights to Langston Lake for additional water supply purposes, the Board of Regents agree to not unreasonably withhold consent to such water rights, if required, or to protest any such application, as long as adequate water supply is available from Langston Lake to meet the future water needs of both the Authority and the University.

11. Chlorination Equipment. To furnish, install, operate, and maintain, all necessary chlorination equipment, including protective structures as required, to provide disinfection within the University's distribution system.

12. No Warranties. All sales of water are without warranty by the Authority as to quantity, volume, or pressure, except as herein otherwise agreed.

IT IS MUTUALLY AGREED BETWEEN THE AUTHORITY AND THE UNIVERSITY AS FOLLOWS:

13. Exclusive Agreement. The University and the Authority agree that this contract serves as an exclusive agreement for the University to purchase water from the Authority and that for a period of twenty (20) years and six (6) months from date of first water delivery by the Authority to the University, the University will not purchase water from any other source, PROVIDED should the Authority not be able to supply adequate water to the University, the University may obtain water from any other available source.

14. Term of Contract: The term of this contract shall be through June 30, 2025, subject to renewal from year to year unless and until either party notifies the other party in writing ninety (90) days prior to June 30 of any year, that they desire to amend, supplement, or terminate said contract.

15. Annual Estimated Usage: By April 1 of each year, the University shall provide the Authority with a statement as to the estimated water demand for the ensuing fiscal year beginning July 1.

16. Rate Adjustment Provision. The rates, fees and charges for water may be changed from time-to-time, provided that the rates, fees and charges levied on the University shall be less than or equal to those levied to customers of the same class and circumstances for the same services. The Authority shall provide the University notice of any changes in usage charges at least sixty (60) days prior to July 1 of the year in which such new charges shall be applied. The Authority further agrees to provide the University with any financial or accounting data or operating system data pertaining to the rate adjustment for its review in a timely manner, in accordance with Title 11, Oklahoma Statutes 2001, Section 37-119.

17. Additional Service Area Connections. Should any additional water connections to the Project be forthcoming, the parties hereby agree that **one-half** of any **net revenues** received from such connections in excess of the costs of providing such service shall be credited to the University on an annual basis. Within sixty (60) days after the end of the Authority's fiscal year on September 30 of each year, the Authority will provide an accounting of such revenues, if any, and credit the University's next water bill with an appropriate reduction, PROVIDED said reduction shall not be greater than the annual charge for debt service associated with the Project. The area defined under this clause shall be east of the Master Meter installed on the water line in the vicinity of Interstate 35. In arriving at net revenues, the Authority shall deduct from gross revenues all of its expenses associated with providing water to the University under this agreement, including, but not limited to, depreciation, debt service and administration of the contract.

18. Failure of Deliver: Temporary or partial failures to deliver water shall be remedied with all possible dispatch. The Authority will provide a 24-hour notice, when possible, of its intent to

discontinue, interrupt, reduce or suspend delivery of water. The University will provide the Authority with the name and telephone number of the person or persons to be contacted.

19. Successor to the University: That in the event of any occurrence rendering the University incapable of performing under this contract, any successor of the University, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the University hereunder, provided that any voluntary assignments by the University are approved by the Authority.

20. Regulatory Agencies. This contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the Authority and the University will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith. Any existing or new governmentally mandated fees charged in connection with this agreement or required because of water distribution systems shall be paid by the University.

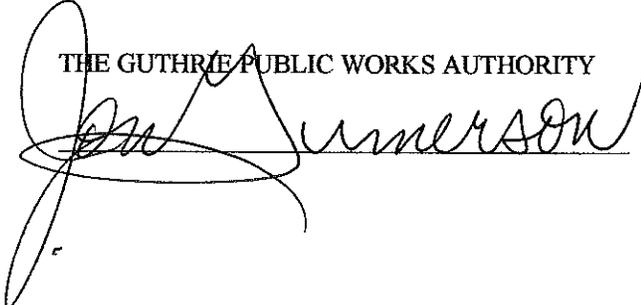
21. No Amendments. No officer, official agent of the Authority or the University has the power to amend, modify or alter this contract or waive any of its conditions or to bind the Authority or the University by making any promise or representation not contained in this contract.

22. No Assignment. This contract shall not be assigned or transferred by any party without the express written consent of the other parties.

23. Hold Harmless. The University shall hold the Authority and City harmless and shall indemnify the Authority and City from any claims, lawsuits or judgments filed in conjunction with this agreement by the Town of Langston and/or The Langston Public Works Authority. The University shall defend the Authority and the City should any actions be filed against the Authority or City arising out of this contract.

24. Easements. It is the understanding of the parties that no additional easements will be required regarding construction of the Project involved herein, however, should additional easements be required, the University shall provide those easements at its cost.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this contract to be duly executed.

THE GUTHRIE PUBLIC WORKS AUTHORITY  


Chairman

ATTEST:

Wanda Calvert

Secretary

(SEAL)

APPROVED AS TO FORM:

[Signature]

Authority Counsel

BOARD OF REGENTS FOR THE OKLAHOMA  
AGRICULTURAL AND MECHANICAL  
COLLEGES

[Signature]

Chairman

ATTEST:

[Signature]

Executive Secretary

(SEAL)

Approved as to Form:

[Signature]

ASSISTANT  
General Counsel



guthrie.oklahoma

May 1, 2008

Langston University  
c/o Angela Kelso-Watson  
Vice President for Fiscal and Administrative Affairs  
P.O. Box 608  
Langston, OK 73050-0608

Re: Notification of Water Rate Increase

Dear Ms. Watson:

The City of Guthrie has analyzed the cost of delivering water resulting in increasing water rates. In accordance with the Langston University Take or Pay Water Purchase Contract, Section 7, Take or Pay Minimum Monthly Charge, the minimum monthly charge may only be adjusted by written agreement of the parties and become effective July 1 of the year approved. Guthrie City Manager Melody Kellogg and representatives of Municipal Finance Services informed me that they met with you and explained the rate increases.

The Langston University Take or Pay Water Purchase Contract, Section 16, Rate Adjustment Provision, requires the Guthrie Public Works Authority to provide Langston University notice of any changes in usage charges at least sixty (60) days prior to July 1 of the year in which such new charges shall be applied.

On April 30, 2008, the Guthrie Public Works Authority adopted Resolution No. 2008-06 increasing Langston University's water rates as follows:

First 6,000,000 gallons of water - \$22,500  
Over 6,000,000 gallons of water - \$3.94 per 1,000 gallons of water

If you have any questions do not hesitate to contact me at 282-0053. We appreciate the opportunity to serve Langston University.

Sincerely,

*Wanda Calvert*

Wanda Calvert  
City Clerk/Treasurer

Date Notice Received: May 1, 2008

By: *Cheryl Leach*  
Title: *Adm. Specialist*

GUTHRIE CITY HALL  
101 NORTH 2ND STREET  
PO BOX 908  
GUTHRIE, OKLAHOMA  
73044-0908

[www.cityofguthrie.com](http://www.cityofguthrie.com)

T E L F A X  
**405:405**  
282.0493 282.0213

**RESOLUTION NO. 2008-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE AND THE TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY REVISING WATER RATES FOR LANGSTON UNIVERSITY.**

WHEREAS, the Guthrie Public Works Authority has heretofore entered into discussions and negotiations to develop a contractual relationship for water service that would be beneficial to both parties through the adoption of the Langston University Take or Pay Water Purchase Contract dated September 7, 2004;

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

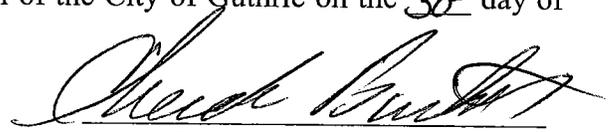
WHEREAS, said Ordinance provides that the rates, charges and fees for services may be revised and amended as necessary by Resolution; and

WHEREAS, the Guthrie City Council and the Trustees of the Guthrie Public Works Authority have determined that in order to provide uniform rates, charges, fees and policies for services in connection with water rates that the same should be revised and amended.

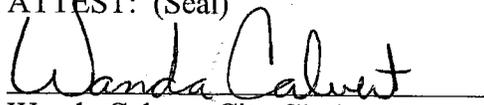
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Guthrie, Oklahoma, that:

1. The rates, charges, fees and policies for services provided in connection with water rates as contained in the attached "Exhibit A" are hereby adopted and incorporated herein by reference.
2. Said rates, charges, fees and policies shall become effective from and including with the utility billing to be mailed on or about June 30, 2008.

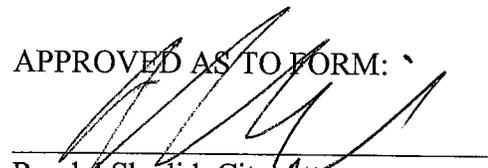
The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Guthrie on the 30<sup>th</sup> day of April, 2008.

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

ATTEST: (Seal)

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

APPROVED AS TO FORM:

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

**EXHIBIT A**

**WATER RATES SCHEDULE (MONTHLY)**  
**FOR LANGSTON UNIVERSITY**

First 6,000,000 gallons	\$ 22,500.00
Over 6,000,000 gallons	\$ 3.94 per 1,000 gallons