



62nd City Council

Mayor Mark Spradlin

Ward I –John Wood, Trey Ayers **Ward II** – Mary Coffin, Jeff Taylor

Ward III – Gaylord Z. Thomas, Sharyl Padgett

SPECIAL CITY COUNCIL MEETING WORKSHOP

City Hall – 101 North Second Street, Guthrie, Oklahoma

Third Floor Conference Room

May 20, 2014 at 6:00p.m.

AGENDA

The special meeting of the Guthrie City Council will convene at 6:00p.m. at Guthrie City Hall, 101 North Second Street.

CALL TO ORDER – This meeting is called to order on Tuesday, May 20, 2014 at 6:00p.m. Mayor and Council Members are present and declare a quorum present.

1. Public Comments
2. Discussion regarding Excelsior building
3. Discussion regarding Hotel Excise Tax
4. Discussion regarding Chamber membership purchasing
5. Streets, Solid Waste, and Convenience Center annual update
6. Discussion regarding agenda items
7. Request for future items of discussion
8. Adjourn



62nd City Council

Mayor Mark Spradlin

Ward I –Trey Ayers, John Wood **Ward II** – Mary Coffin, Jeff Taylor

Ward III – Gaylord Z. Thomas, Sharyl Padgett

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

101 North Second Street

Tuesday, May 20, 2014 at 7:00pm

1. Call to Order
2. Community Announcements and Recognitions
 - A. Police Week Proclamation
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 May 6, 2014 1
 - B. Consider approval of Resolution No. 2014-05 exempting certain persons from payment of the Water Treatment Plant Fee, and adopting procedures to implement the fee exemption. 3
4. Adjourn

CITY COUNCIL MEETING

62nd City Council

101 North Second Street

Tuesday, May 20, 2014, 7:00pm

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 City Council Workshop Meeting held May 6, 2014 6
 - B. Consider approval of minutes of the Regular City Council Meeting held on May 6, 2014..... 8
 - C. Consider approval of Right of Way Agreement with the Oklahoma Gas and Electric Company (OG&E) for a permanent easement and right of way to lay, maintain, operate, relay and remove electrical utility infrastructure at the airport..... 12
3. Discussion and possible action on Ordinance No. 3250 amending Chapter 8, Article 2 of the Guthrie Municipal Code making it unlawful and an offense for any person, firm, partnership, corporation, or other organization to discharge fireworks with the corporate limits of the City of Guthrie. 18
4. Discussion and possible action of Resolution No. 2014-06 establishing criteria for the sale and possession of nonintoxicating beverages during the Make Guthrie Weird Block Party on June 7, 2014.. 21

5. Discussion and possible action on awarding RFP No. 2014-02 to la terra studios and authorizing the Mayor to execute a contract. 25
6. City Manager’s Report
7. Requests/comments from members of the City Council
8. Adjourn

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING
May 6, 2014

The regular meeting of the Guthrie Public Works Authority was posted on Friday, May 2, 2014, before 5:00 p.m. and held May 6, 2014, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Chairman Mark Spradlin.

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

Chairman Mark Spradlin called the meeting to order at 7:02 p.m.

Members Present:	Mark Spradlin	John Wood	Trey Ayers
	Mary Coffin	Jeff Taylor	Sharyl Padgett

Members Absent: Gaylord Z. Thomas

Staff Present:	Sereniah Breland	Randel Shadid	Kim Biggs
	Aaron Ryburn	Jim Ahlgren	Justin Heid

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

Consent Agenda. Motion by Vice Chairman Wood, seconded by Trustee Taylor, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held April 1, 2014.

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

Aye: Spradlin, Wood, Taylor, Thomas, Coffin, Padgett
Nay: None

Chairman Spradlin declared the motion carried unanimously.

Utility Adjustment at Shady Creek Drive (Account No. 14-142930-XXX). Motion by Councilmember Ayers, seconded by Vice Chairman Wood, moved approval of the Finance Committee's recommendation to deny the request for a utility adjustment on Account Number 14-142930-xxx. Trustees entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Taylor, Padgett
Nay: Coffin

Chairman Spradlin declared the motion carried with 5 yes and 1 no votes.

Utility Adjustment at West Washington (Account No. 02-023585-XXX). Motion by Councilmember Ayers, seconded by Vice Chairman Wood, moved approval of the Finance Committee's recommendation to deny the request for a utility adjustment on Account Number 02-023585-xxx. Trustees entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Coffin, Taylor, Padgett
Nay: None.

Chairman Spradlin declared the motion carried unanimously.

Adjourn. There being no further business for the Guthrie Public Works Authority Trustees, Chairman Spradlin declared the meeting adjourned at 7:05 p.m.

Kim Biggs, City Clerk

Mark Spradlin, Chairman



Agenda Item Cover Letter

Meeting

City Council
[X] GPWA
Other:

Date of Meeting

May 20, 2014

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Consider approval of Resolution No. 2014-05 exempting certain persons from payment of the Water Treatment Plant Fee, and adopting procedures to implement the fee exemption.

Summary

The Citizens Rate and Fee Advisory Committee met on May 8, 2014 and unanimously recommended that the criteria for an exemption of the Water Treatment Plant Fee be amended to include a yearly deadline date for requalification; assess income level by a certain percentile of the current Median Family Income for the City of Guthrie based on current Census data; and provide additional language that will allow staff to remove utility customers from the program for false information.

Funding Expected Revenue Expenditure X N/A
Budgeted Yes No X N/A
Account Number N/A Amount N/A
Legal Review N/A X Required Completed Date: May 13, 2014

Supporting documents attached

- Resolution No. 2014-05

Recommendation

Approve Resolution No. 2014-05 exempting certain persons from payment of the Water Treatment Plant Fee, and adopting procedures to implement the fee exemption.

Action Needed Public Hearing X Motion Emergency Clause

RESOLUTION NO. 2014-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE AND THE TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY EXEMPTING CERTAIN PERSONS FROM PAYMENT OF THE WATER TREATMENT PLANT FEE, AND ADOPTING PROCEDURES TO IMPLEMENT THE FEE EXEMPTIONS.

**CLAIMS FROM EXEMPTIONS FROM
WATER TREATMENT PLANT FEE**

A residential utility customer of the Guthrie Public Works Authority who resides within the corporate limits of the City of Guthrie, Oklahoma (Customer) may be exempted from payment of the Water Treatment Plant Fee under the following conditions and procedures:

SECTION 1. PROCEDURES TO IMPLEMENT THE FEE EXEMPTION

1. The following utility customers may be granted exemptions from payment of the Water Treatment Plant Fee:

- A. Head-of-household must be the owner of and occupy the property.
- B. Gross household income cannot exceed 75% of the City of Guthrie median household income for the preceding calendar year based on the latest published Census data.

2. The utility customer shall file a claim for exemption from future payment of the Water Treatment Plant Fee. Such claim shall be filed on forms provided by the City Clerk/Treasurer of the City of Guthrie. Proof of residence shall be furnished by driver's license or similar information as may be acceptable to the City Clerk/Treasurer. Also, provide sufficient proof to substantiate the validity of the income statement. Upon approval of the exemption the City Clerk/Treasurer shall issue an exemption credit to the utility customer. The exemption is valid for one year. The utility customer must re-file a claim for exemption by June 15 of each year or the exemption will automatically end until proof of qualification is provided and approved. No retroactive exemptions shall be granted. No claim for exemption for any utility customer shall exceed \$90.00 per year.

3. If the City Clerk/Treasurer shall deny a claim for exemption, a utility customer may appeal the denial to the Trustees of the Guthrie Public Works Authority by filing a written notice of appeal with the City Manager within ten (10) days of the date of denial.

4. All claims for exemption shall be signed under penalty of perjury, and shall contain appropriate certification as to the accuracy of the claim. If exemption granted under this program is proven to be based on false information, the owner/resident who is found to

have fraudulently misrepresented the request for exemption shall be removed from the program and will no longer be eligible to reapply.

5. The City Clerk/Treasurer may promulgate additional rules and regulations necessary to implement this exemption policy.

6. To the extent permitted by law all information submitted with a claim for exemption shall be kept confidential and not available for public inspection.

7. Only one exemption shall be allowed per utility customer and household regardless of the number of accounts a utility customer may have.

8. No exemption shall be granted to unoccupied property, water accounts for non-residential uses, or for multi-user water meters.

SECTION 2. DEFINITIONS.

1. "Gross Household Income" is defined in 68 O.S. Section 2890 as used in this section means "the gross amount of income of every type, regardless of the source, received by ALL PERSONS occupying the same household, whether such income was taxable or nontaxable for Federal or State income tax purposes, including pensions, annuities, federal social security, unemployment payment, veteran's disability compensation, public assistance payments, alimony, support money, workmen's compensation, loss of time insurance payments, capital gains and any other type of income received; excluding gifts.
2. "Head-of-Household" is defined in 68 O.S. Section 2890 as "a person who as owner or joint owner maintains a home and furnishes support for said home furnishings, and other material necessities.

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 20th day of May, 2014.

Mark Spradlin, Mayor

ATTEST: (Seal)

Kim Biggs, City Clerk

APPROVED AS TO FORM:

Randel Shadid, City Attorney

MINUTES

CITY COUNCIL MEETING
Council Workshop

May 6, 2014

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Friday, May 2, 2014, before 5:00 p.m. and held May 6, 2014, in the Guthrie City Hall Third Floor Conference Room.

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

Members Present: Mark Spradlin John Wood Mary Coffin
 Sharyl Padgett

Members Absent: Trey Ayers Jeff Taylor Gaylord Z. Thomas

Staff Present: Sereniah Breland Randel Shadid Kim Biggs
 Maxine Pruitt Jim Ahlgren Aaron Ryburn
 Rene Spineto Justin Heid

Mayor Spradlin declared a quorum with four (4) Councilmembers in attendance.

Public Comments. None.

Councilmember Taylor arrived at 6:04 p.m.

Discussion Regarding Fireworks Ordinance. City Manager reviewed the current ordinance and fireworks permit. There were discussions on amending the current ordinance eliminating the use of fireworks inside City limits. It was the consensus of City Councilmembers to place this item on the next regular meeting.

Councilmember Ayers arrived at 6:15 p.m.

Discussion Regarding Council Retreat. The Council Retreat is tentatively scheduled for June 17, 2014 from 9:00 a.m. to 2:00 p.m. Staff will work to secure a venue and schedule a facilitator. Councilmembers are to submit agenda items for the Retreat to City Manager Breland by June 10, 2014.

Discussion Regarding Citizen Request for Use of Public Property (James Long). Mr. Long submitted an Exclusive Use Form for an event scheduled for June 7, 2014 and is requesting the City Council to suspend the “open alcohol container” ordinance for the designated area requested for his event similar to what was passed during the Mumford & Sons Gentlemen of the Road Concert and Festival. It was the consensus of City Councilmembers to place an item on the next

regular meeting to address Mr. Long's event and also requested City Manager Breland to draft a broader ordinance that will address similar requests for future events that will be considered by Council at a later date.

Discussion Regarding Use of Armory. City Manager Breland updated the City Council on requests received from different organizations for the use of the Armory. Councilmembers are to submit ideas of future use to the City Manager.

Discussion regarding agenda items:

FY2014 Street Capital Improvement Project. The proposed item is to consider approval of awarding Bid No. 2014-03 to the low bid of \$174,100 to TJ Campbell Construction Company, Oklahoma City. The annual Street CIP is historically funded using the \$4.25 User Fee that is applied to all utility bills of customers living inside City limits. The User Fee generates approximately \$221,000 of revenue each year and is what was budgeted for the FY14 Street CIP. Since all bids came in higher than budgeted, the Street Committee met on April 8, 2014 to review and discuss the bids and recommended removing Commerce Blvd. to Academy from each submitted bid allowing all bids to come in under the budgeted amount and using the remainder of the budget to purchase rock for other street projects.

Appointment of members to the Forestry Board, Park Board, Planning Commission, Board of Adjustment, Transportation Authority, and Historic Preservation Commission. Mayor Spradlin reviewed his recommended appointees with Councilmembers for their consideration in the regular meeting.

Request for future items of discussion. Hotel-Motel Tax 5% Administration Fee.

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

Kim Biggs, City Clerk

Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

May 6, 2014

The regular meeting of the sixty-second City Council of Guthrie, Oklahoma was posted on Friday, May 2, 2014, before 5:00 p.m. and held May 6, 2014, in the Guthrie City Hall Council Chambers.

Mayor Mark Spradlin called the meeting to order at 7:06 p.m.

Members Present:	Mark Spradlin	John Wood	Trey Ayers
	Mary Coffin	Jeff Taylor	Sharyl Padgett

Members Absent: Gaylord Z. Thomas

Staff Present:	Sereniah Breland	Randel Shadid	Kim Biggs
	Aaron Ryburn	Jim Ahlgren	Justin Heid

Chairman Spradlin declared a quorum with six (6) Councilmembers in attendance.

Community Announcements and Public Recognition. Ms. Lucy Swanson presented the Chamber of Commerce/Convention and Visitors Bureau Quarterly Report.

City Council Payday & Recognition of Service. City Manager Breland congratulated and presented the cash payment of the annual \$1.00 salary to the Mayor and Councilmembers for their service as elected officials of the City of Guthrie for the period from May 2013 through April 2014.

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

- A. Consider approval of minutes of the City Council Workshop Meeting held on April 1, 2014.
- B. Consider approval of minutes of the Regular City Council Meeting held on April 1, 2014.
- C. Consider approval of minutes of the Special City Council – Finance Committee Meeting held on April 28, 2014.
- D. Consider approval of Assignment of Lease for Hangar Space No. 8 to Keith Northup in its entirety.
- E. Consider approval to authorize staff to solicit Requests for Qualification (RFQ) for prospective engineering firms for the Guthrie-Edmond Regional Airport.

- F. Consider approval of awarding Bid No. 2014-03, FY2014 Street Capital Improvement Project to the low bid of \$174,100 to TJ Campbell Construction Company, Oklahoma City, Oklahoma, and authorizing the Mayor to execute a contract.
- G. Consider approval of Change Order No. 1 extending the contract with Utility Technology Services, Inc. (UTS) for sixty (60) days after due date expiring July 18, 2014 due to unexpected delay in changing the quantity and size of water meters originally ordered.
- H. Consider approval to solicit bids for new mechanics for the Guthrie Municipal Swimming Pool.

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

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Padgett
Nay: None

Chairman Spradlin declared the motion carried unanimously.

Appointment of two (2) members to the Guthrie Forestry Board. Motion by Councilmember Taylor, seconded by Vice Mayor Wood moved approval to appoint Diane Vaughan to the Guthrie Forestry Board. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Padgett
Nay: None

Chairman Spradlin declared the motion carried unanimously.

Appointment of three (3) members to the Guthrie Park Board. Motion by Vice Mayor Wood, seconded by Councilmember Ayers moved approval to appoint Loretta Fortney, Ben Coffin, and Zachary Colorio to the Guthrie Park Board. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Padgett
Nay: None

Chairman Spradlin declared the motion carried unanimously.

Appointment three (3) members to the Guthrie Planning Commission. Motion by Councilmember Ayers, seconded by Vice Mayor Wood moved approval to appoint Doug Powell, Joe Chappell, and Vernon Ogden to the Guthrie Planning Commission. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Padgett
Nay: None

Chairman Spradlin declared the motion carried unanimously.

Appointment of three (3) members to the Board of Adjustment. Motion by Councilmember Ayers, seconded by Vice Mayor Wood moved approval to appoint Brian Bothroyd and Michael O’Neill to the Board of Adjustment. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Padgett
Nay: None

Chairman Spradlin declared the motion carried unanimously.

Appointment of two (2) members to the Transportation Authority. Motion by Councilmember Taylor, seconded by Councilmember Padgett moved approval to appoint Yvonne Johnson and Michael O’Neill to the Guthrie Transportation Authority. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Padgett
Nay: None

Chairman Spradlin declared the motion carried unanimously.

Appointment of one (1) member to the Guthrie Historic Preservation Commission. Motion by Councilmember Taylor, seconded by Councilmember Padgett moved approval to appoint Kim Mahoney to the Guthrie Historic Preservation Commission. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Padgett
Nay: None

Chairman Spradlin declared the motion carried unanimously.

Landlord’s release and consent regarding Guardian Aerial Patrol’s Hangar No. 23A at the Guthrie-Edmond Regional Airport. This item is a landlord’s release and consent regarding improvements to be made at the Guthrie Airport for the hangar being constructed by Guardian Aerial Patrol LLC. Motion by Councilmember Padgett, seconded by Vice Mayor Wood moved approval of the Landlord’s Release and Consent regarding Guardian Aerial Patrol’s Hangar No. 23A at the Guthrie-Edmond Regional Airport. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Padgett
Nay: None

Chairman Spradlin declared the motion carried unanimously.

Compost brought in from Gentlemen of the Road. The concert promotion team behind Gentlemen of the Road tried to ensure that the event was as environmentally friendly as could be, and wanted to leave that legacy with the Guthrie community. Concert promoters promised to compost and recycle material and gift it back to the City. Motion by Councilmember Ayers, seconded by Vice Mayor Wood moved approval of using, storing, and distributing the donated compost at the Summit View Cemetery. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Padgett
Nay: None

Chairman Spradlin declared the motion carried unanimously

Vote for three (3) nominees to serve on the Board of Trustees of the Oklahoma Municipal Assurance Group for three-year terms commencing July 1, 2014. Motion by Vice Mayor Wood, seconded by Councilmember Taylor moved approval of Earl Burson, Janice Cain, and Pam Polk to serve on the Board of Trustees of the Oklahoma Municipal Group for a three-year term. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Padgett
Nay: None

Chairman Spradlin declared the motion carried unanimously.

City Manager's Report. City Manager Breland updated the Council on the latest briefing of the wildfires stating that 93 organizations are involved, 262 responders, 149 apparatus, 3250 acres, and 46 structures lost. Finance has logged over \$250,000 of expense to this point. Cause is still under investigation by the Department of Agriculture. Local responders will be taking over all operations at 7:00 p.m.; containment lines have held throughout the afternoon. Monitoring and response to spot fires will continue for several days. Two Forestry task forces (dozer, engine, and supervisor) will remain on scene to assist with spot fires. Command has been moved to the Woodcrest Fire Department.

Requests/comments from members of the City Council. Updated the community on events happening in Guthrie and thanked the Police and all Fire Departments who responded to the wildfires.

Adjourn. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 7:30 p.m.

Kim Biggs, City Clerk

Mark Spradlin, Mayor



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

May 20, 2014

Contact

Justin Heid,
Airport Manager

Agenda Item

Consider approval of Right of Way Agreement with the Oklahoma Gas and Electric Company (OG&E) for a permanent easement and right of way to lay, maintain, operate, relay and remove electrical utility infrastructure at the airport.

Summary

Oklahoma Gas and Electric Company (OG&E) requests a five foot right of way and easement at the airport as shown in the attached legal description. The request is for a permanent easement and right of way to lay, maintain, operate, relay and remove electrical utility infrastructure at the airport, to include above ground and underground poles, anchors, guy wires, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformer boxes, and other appurtenant appliances, with the right of ingress and egress.

The installation of electrical utility infrastructure will supply the commercial development area. Within this area there are 9 commercial hangar lots that will require this utility and without it will present significant impacts to the current, and future, commercial lessors.

Funding Expected Revenue Expenditure X N/A
Budgeted Yes No X N/A
Account Number Amount
Legal Review N/A X Required Completed Date: May 15, 2014

Supporting documents attached

- Right of Way Agreement

Recommendation

Approve Right of Way Agreement

Action Needed Public Hearing X Motion Emergency Clause

AFTER RECORDING RETURN TO:
OGE ELECTRIC SERVICES
LAND MANAGEMENT SERVICES
PO BOX 321 M/C WN-51
OKLAHOMA CITY OK 73101-0321
WORK ORDER #7351662

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT **The Guthrie Public Works Authority and/or the City of Guthrie, a Municipal Corporation**, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, construct, operate, maintain, and reconstruct underground and/or above ground a system of poles, anchors, guy wires, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation.

The real property covered by this easement is situated in **LOGAN** County, State of Oklahoma, and is described as follows:

See EXHIBIT "A" attached hereto and made apart hereof.

Grantor further covenants agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (1991) Section 142.1, et. seq. (One-call statute).

Grantor hereby consents to permit Grantee to trim and keep trimmed any trees and foliage on Grantor's property immediately adjacent to the easement granted herein to insure the health of the trees involved, and Grantee shall have the right to enter upon Grantor's property for this purpose.

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

Signed and delivered this _____ day of May, 2014.

**The Guthrie Public Works Authority and/or
the City of Guthrie, a Municipal corporation**

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF _____, SS;

Before me, a Notary Public, within and for said County and State, on this _____ day of May, 2014 personally appeared , to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth.

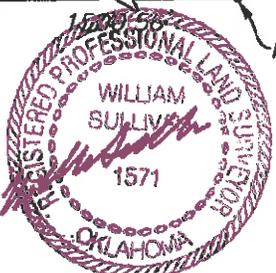
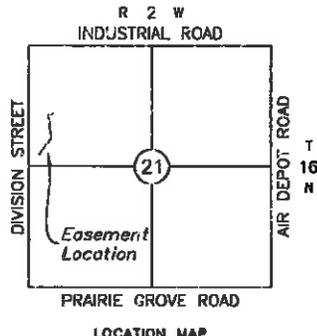
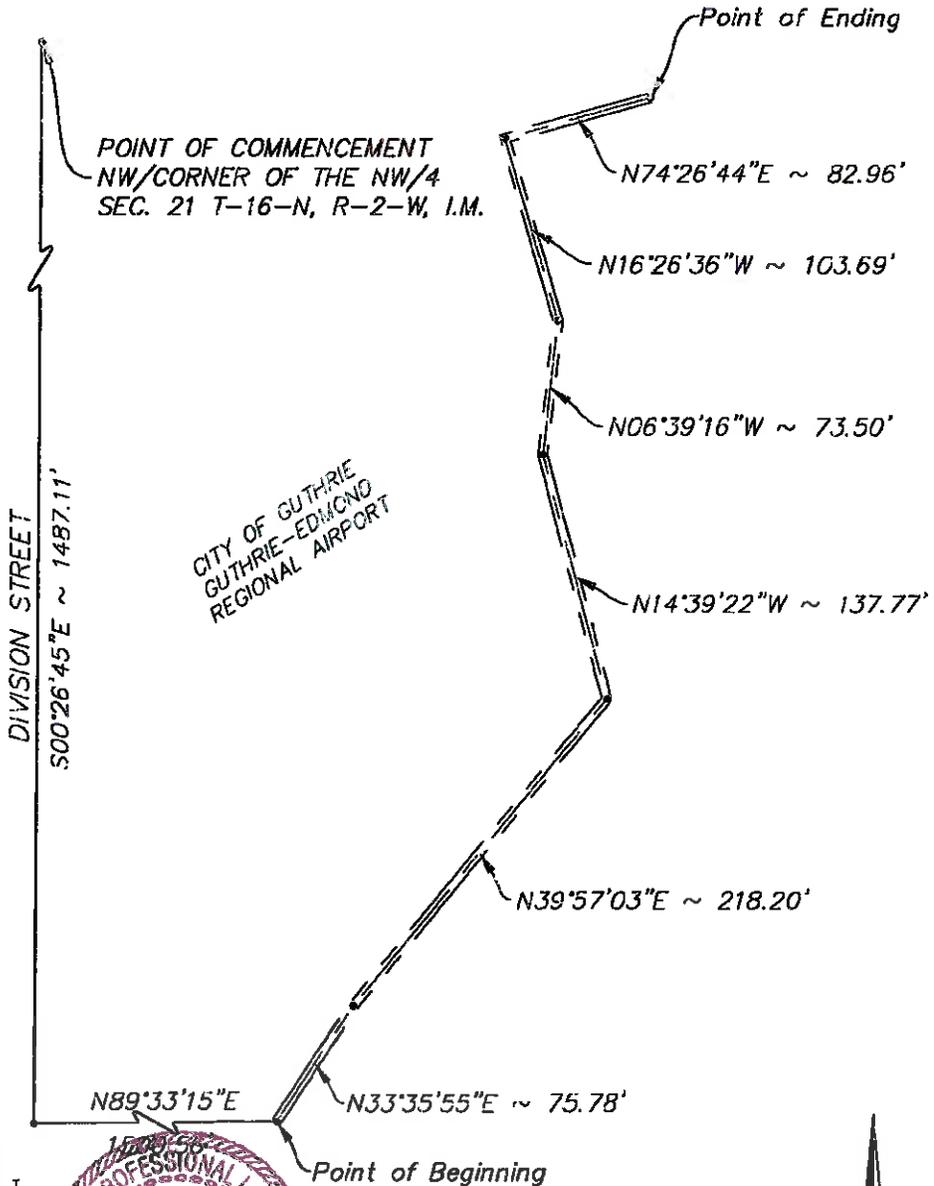
Witness my hand and seal the day and year last above written.

My Commission Expires: _____

Commission # _____

Notary Public

EXHIBIT



Scale 1" = 100'
 Basis of Bearing:
 S00°26'45"E = West Line of the NW/4,
 Sec. 21, T-16-N, R-2-W, I.M.

WO# 7351662

H:\12089\LLS-Data\Final\12089_OGE_Guthrie Airport.dwg 4/28/2014 10:13:29 AM

	LEMKE LAND SURVEYING, Inc.		Surveyed By: SA, MS	Project: GUTHRIE AIRPORT	Sheet Number 1
	3226 BART CONNER DRIVE, NORMAN, OK 73072 PH.(405)388-8941 FAX(405)388-8940 CA # 2054 http://www.lemke-ls.com		Drawn By: EY, RAP	GUTHRIE OKLAHOMA	
			Approved By: MS	Project Location: PT. NW/4, SEC. 21, T-16-N, R-2-W, I.M.	1
			Date: 4/25/2014	LOGAN COUNTY, OKLAHOMA	
Scale: 1" = 100'	Client: OG&E	Project No: 12089			Sheet 1 of 2

EXHIBIT

LEGAL DESCRIPTION:
(Part #1)

A 5' Utility Easement, 2.5' each side of a centerline located in the Northwest Quarter of Section Twenty-one (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter;

Thence S00°26'45"W along the West line of said Northwest Quarter a Distance of 1487.11';

Thence N89°35'15"E a distance of 1500.56' to the Point of Beginning;

Thence N33°35'55"E a distance of 75.78';

Thence N39°57'03"E a distance of 218.20';

Thence N14°39'22"W a distance of 137.77';

Thence N06°39'16"W a distance of 73.50';

Thence N16°26'36"W a distance of 103.69';

Thence N74°26'44"E a distance of 82.96' to the Point of Ending.

Basis of Bearing: The West Line of the Northwest Quarter of Section Twenty-one (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian having a bearing of S00°26'45"E


William Sullivan P.L.S.1571  Date 04/25/2014

WO# 7351662

LEMKE LAND SURVEYING, Inc.



3226 BART CONNER DRIVE, NORMAN, OK 73072
PH. (405) 366-8541 FAX (405) 388-8540
CA # 2034
<http://www.lemke-ls.com>

Surveyed By: SA, MS
Drawn By: EY, RAP
Approved By: MS
Date: 4/25/2014
Scale: 1" = 100'
Project No: 12089

Project: GUTHRIE AIRPORT
GUTHRIE OKLAHOMA
Project Location: PT. NW/4, SEC. 21, T-16-N, R-2-W, I.M.
LOGAN COUNTY, OKLAHOMA
Client: OG&E

Sheet Number

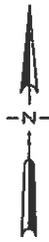
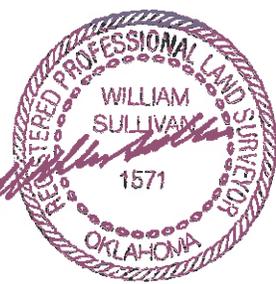
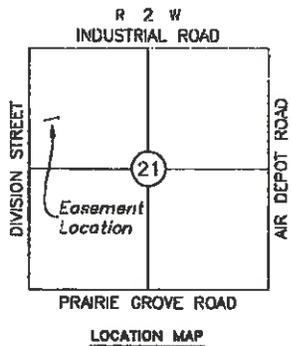
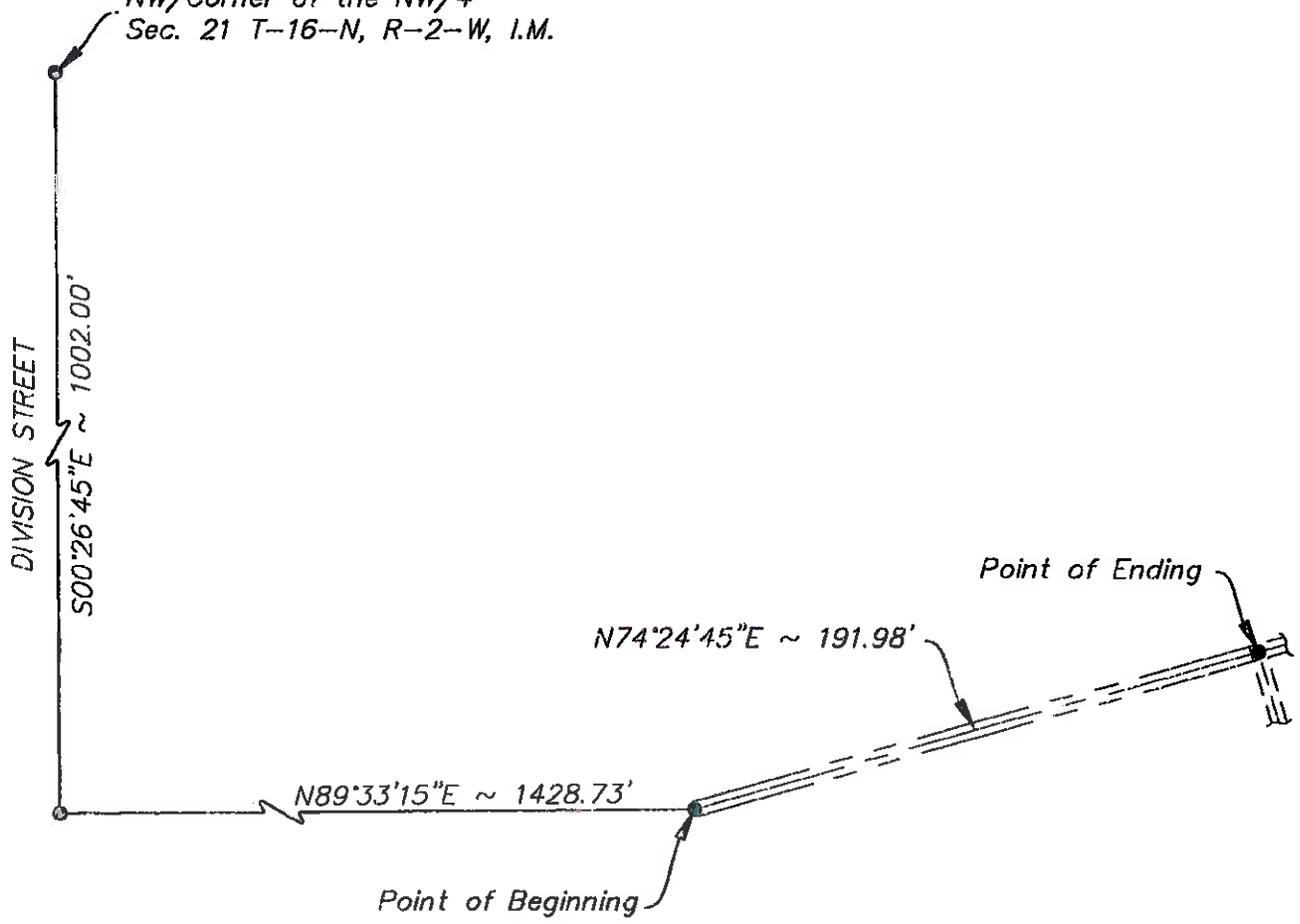
2

Sheet 2 of 2

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EXHIBIT

Point of Commencement
 NW/Corner of the NW/4
 Sec. 21 T-16-N, R-2-W, I.M.



Scale 1" = 60'

Basis of Bearing:
 S00°26'45"E = West Line of the NW/4,
 Sec. 21, T-16-N, R-2-W, I.M.

WO# 7351662

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LEMKE LAND SURVEYING, Inc.



3226 BART CONNER DRIVE, NORMAN, OK 73072
 PH.(405)366-8941 FAX(405)366-8540
 CA # 2084
<http://www.lemke-ls.com>

Surveyed By:	SA, MS
Drawn By:	EY, RAP
Approved By:	MS
Date:	4/25/2014
Scale:	1" = 100'
Project No:	12089

Project:	GUTHRIE AIRPORT GUTHRIE OKLAHOMA
Project Location:	PT. NW/4, SEC. 21, T-16-N, R-2-W, I.M. LOGAN COUNTY, OKLAHOMA
Client:	OG&E

Sheet Number	1
Sheet 1 of 2	

EXHIBIT

LEGAL DESCRIPTION:
(Part #2)

A 5' Utility Easement, 2.5' each side of a centerline located in the Northwest Quarter of Section Twenty-one (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter;

Thence S00°26'45"E along the West line of said Northwest Quarter a Distance of 1002.00';

Thence N89°33'15"E a distance of 1428.73' to the Point of Beginning;

Thence N74°24'45"E a distance of 191.98' to the Point of Ending.

Basis of Bearing: The West Line of the Northwest Quarter of Section Twenty-one (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian having a bearing of S00°26'45"E

William Sullivan

William Sullivan P.L.S.1571



4/25/2014
Date

WO# 7351662

LEMKE LAND SURVEYING, Inc.



3228 BART CONNER DRIVE, NORMAN, OK 73072
PH.(405)366-8541 FAX(405)366-8540
CA # 2034
http://www.lemke-ls.com

Surveyed By: SA, MS
Drawn By: EY, RAP
Approved By: MS
Date: 4/25/2014
Scale: 1" = 100'
Project No: 12089

Project: GUTHRIE AIRPORT
GUTHRIE OKLAHOMA
Project Location: PT. NW/4, SEC. 21, T-16-N, R-2-W, I.M.
LOGAN COUNTY, OKLAHOMA
Client: OG&E

Sheet Number

2

Sheet 2 of 2

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Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting May 20, 2014	Contact Kim Biggs, City Clerk/Treasurer
----------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------	------------------------------------------------------

Agenda Item

Discussion and possible action on Ordinance No. 3250 amending Chapter 8, Article 2 of the Guthrie Municipal Code making it unlawful and an offense for any person, firm, partnership, corporation, or other organization to discharge fireworks with the corporate limits of the City of Guthrie.

Summary

The City Council discussed this item at their Special City Council Workshop on May 6, 2014 and unanimously recommended that it be placed on the next regular agenda.

Funding Expected	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Account Number	<u>N/A</u>	Amount	<u>N/A</u>
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>May 20, 2014</u>

Supporting documents attached

- Ordinance No. 3250

Recommendation

Approve Ordinance No. 3250 amending Chapter 8, Article 2 of the Guthrie Municipal Code making it unlawful and an offense for any person, firm, partnership, corporation, or other organization to discharge fireworks with the corporate limits of the City of Guthrie.

Action Needed Public Hearing Motion Emergency Clause

ORDINANCE NO. 3250

AN ORDINANCE AMENDING CHAPTER 8, ARTICLE 2 OF THE MUNICIPAL CODE OF THE CITY OF GUTHRIE, OKLAHOMA, MAKING IT UNLAWFUL AND AN OFFENSE FOR ANY PERSON, FIRM, PARTNERSHIP, CORPORATION, OR OTHER ORGANIZATION TO DISCHARGE FIREWORKS WITHIN THE CORPORATE LIMITS OF THE CITY OF GUTHRIE UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS ARTICLE, AND REPEALER.

THE CITY OF GUTHRIE HEREBY ORDAINS:

SECTION 1

Amending Guthrie Municipal Code as follows:

§ 8-21 SALE AND FIRING.

It shall be unlawful and an offense to sell, distribute or to discharge fireworks within the corporate limits of the city unless otherwise specifically provided for in this article.

(A) It is unlawful for any person, firm, or corporation to display for sale, offer for sale or sell within the corporate limits of the city any fireworks of any type, nature or description, provided, however, that this section shall not prohibit the lawful sale of fireworks between the dates of June 15th and July 6th. ~~and the dates of December 15th and January 2nd.~~ The sale of fireworks shall require a permit purchased from the City of Guthrie in an amount set forth by resolution of the governing body and shall at all times be undertaken in compliance with provisions of Oklahoma Statutes and Guthrie Municipal Requirements.

(B) It is unlawful for any person, firm, or corporation to set off or detonate any fireworks of an explosive nature or noise emitting type, nature or description within the corporate limits of the city unless requirements set forth herein are met.

~~(C) Persons within the corporate limits may use or otherwise discharge Class C fireworks only from 12:00 a.m. to 12:30 a.m. on January 1 from 10:00 a.m. to 11:00 p.m. on July 3, 4, and 5 and from 11:30 p.m. to 11:59 on December 31 provided that the following conditions are met:~~

~~(1) Such fireworks must be discharged on a non-combustible surface of sufficient size to contain the entire ground portion of the display and not closer than 25 feet from any permanent structure, and;~~

~~(2) An adult person over the age of 18 shall obtain a permit from the city at a cost set forth by resolution by the governing body, said permit identifying the adult in charge of this use by name and address, and also identifying the proposed location on the permit holder's property. Applications for said permits shall be made available during normal business hours from the City of Guthrie and separate permits shall be required for the use and discharge of fireworks during the dates surrounding the 4th of July and the time frame surrounding New Year's Eve, and;~~

~~(3) The adult permit holder in charge of the use must be present for any household member to use the fireworks and within 100 feet of the point of display, and have the permit posted in a place of prominence during the discharge of the fireworks for examination by any law enforcement officer. The permit holder is further responsible for cleaning up any debris caused by any person discharging fireworks under the holder permit, and;~~

~~(4) Private persons may not use or discharge fireworks on any public street, public easement, or public property unless approved by the City of Guthrie, and;~~

(1) In the event that the display of fireworks is open to the public, or more than 25 individuals are present during the discharge of fireworks then the gathering shall be considered a Public Discharge and must get approval from the City of Guthrie in addition to obtaining a permit as required by § 8-22 hereof, and;

(2) In the event that the Governor of the State of Oklahoma calls a red flag fire alert or burn ban for the area encompassing the City of Guthrie and/or the City of Guthrie Fire Department determines that the city is in fire danger due to the weather conditions, the City Manager of the city may declare the use of fireworks to be illegal and all fireworks permits to be void, without refund during the emergency period, and;

SECTION 2

All other provisions of Chapter 8 Article 2 of the Guthrie Municipal Code not amended by this ordinance shall remain in full force and affect.

SECTION 3

Any ordinance in conflict with this ordinance is repealed.

City of Guthrie, Oklahoma

By: _____
Mark Spradlin, Mayor

Attest: (SEAL)

Approved as to form and legality:

Kim Biggs, City Clerk

Randel Shadid, City Attorney,



Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
 May 20, 2014

Contact
 Cody Mosley, Director
 Economic Development

Agenda Item

Discussion and possible action of Resolution No. 2014-06 establishing criteria for the sale and possession of nonintoxicating beverages during the Make Guthrie Weird Block Party on June 7, 2014.

Summary

In connection with the planning and administration of the Make Guthrie Weird Block Party, the Block Party organizer, James Long, has requested the following:

- the permitting of open containers of any nonintoxicating beverage from Division St. to Broad St. on Oklahoma Ave. and from Oklahoma Ave. to Cleveland Ave. on Wentz.
- other matters as set forth in the Resolution 2014-06.

Funding Expected	_____ Revenue	_____ Expenditure	<u> x </u> N/A
Budgeted	_____ Yes	_____ No	<u> x </u> N/A
Account Number	_____	Amount	_____

Supporting documents attached:

- Proposed Resolution 2014-06

Recommendation

Approve Resolution No. 2014-06.

Action Needed _____ Public Hearing x Motion _____ Emergency Clause

RESOLUTION NO. 2014-06

RESOLUTION AMENDING RULES GOVERNING THE SALE AND DISTRIBUTION OF INTOXICATING AND NONINTOXICATING BEVERAGES DURING THE MAKE GUTHRIE WEIRD BLOCK PARTY ON JUNE 7, 2014

WHEREAS, the City of Guthrie (the “City”) will be the location of the Make Guthrie Weird Block Party, sponsored by James Long’s Birthday Bash (the “Block Party”) which will be held in a portion of the City’s downtown area on June 7, 2014; and

WHEREAS, in connection with the planning and administration of the Block Party, the Block Party organizer, James Long (“Permit Holder”), has requested the following: (i) an amendment to Chapter 2 of the City of Guthrie Code of Ordinances permitting of open containers of nonintoxicating beverages in the area from Division St. to Broad St. on Oklahoma Ave. and from Oklahoma Ave. to Cleveland Ave. on Wentz (the “Block Party area”) and (iii) such other matters as set forth herein; and,

WHEREAS, in order to promote the Block Party and in furtherance of the health, safety, and welfare of the attendees of the Block Party and the citizens of the City, the City desires to make the following accommodations:

SECTION 1: The City hereby finds that all of the recitals contained in the preambles to this Resolution are true and correct and does incorporate them into this Resolution by this reference.

SECTION 2: Notwithstanding anything the City of Guthrie Code of Ordinances to the contrary, licensed premises may sell alcoholic beverages from twelve o’clock (12:00) P.M. on June 7, 2014, until eleven o’clock (11:00) P.M. that same day.

SECTION 3: Notwithstanding anything in the City of Guthrie Code of Ordinances to the contrary, persons over the age of twenty-one (21) years of age may be permitted to consume nonintoxicating beverages outside of establishments holding an Oklahoma Alcoholic Beverage Law Enforcement (ABLE) issued license or a permit to sell low-point beer during times in which nonintoxicating beverages may be legally served by a holder of a state of Oklahoma liquor license from 12:00 P.M. on June 7, 2014, to 11:00 P.M. that same day. This provision is subject to the following qualifications.

- A. This Resolution shall apply only to the following:
 - a. The area designated by James Long as the Make Guthrie Weird Block Party.
- B. All nonintoxicating beverages in the Block Party must be purchased from an entity holding a current Logan County permit to sell low-point beer located within the Block Party area.
- C. All nonintoxicating beverages sold shall be served only in aluminum, paper or plastic disposable containers. No glass containers shall be permitted in the Block Party area.

- D. No person under the age of twenty-one (21) shall purchase, attempt to purchase, possess, or consume any nonintoxicating beverages upon either premises holding a permit to sell low-point beer, the Block Party area or other premises controlled by the Permit Holder during the permit period. Permit Holder will identify persons under the age of twenty-one (21) in the Block Party area.
- E. A holder of a Oklahoma Alcoholic Beverage Law Enforcement (ABLE) Commission-issued license ("licensee") or a permit to sell low-point beer ("permit holder") with premises located within the Block Party area shall be permitted to sell nonintoxicating beverages outside of its licensed or permit-holding establishment; provided, however, such outside sales shall solely be permitted adjacent to the licensed establishment and only during times which alcohol may be legally served.
- F. No person other than a licensee or permit holder or an employee of a licensee or permit holder shall remain upon any licensed or permit-holding premises or in the Block Party for any period of time longer than one-half (1/2) hour following the time when the sale, distribution, transfer or gift of nonintoxicating beverages must terminate. No person including a licensee, permit holder or an employee of a licensee or permit holder shall remain upon any licensed or permit-holding premises or the Block Party area for any period of time longer than eighty (80) minutes following the time specified when the sale, distribution, transfer or gift of nonintoxicating beverages must terminate. At no time while the licensee, permit holder, or his employees or agents, are upon the premises for the purpose of operating, controlling, maintaining or cleaning the premises or the Block Party, shall the licensee, permit holder or employee or agent consume, sell, deliver, transfer, distribute or give away any nonintoxicating beverage. No licensee, permit holder, employee or agent of a licensee or permit holder shall permit any other person to remain on the licensed or permit-holding premises or the Block Party area beyond the closing hours specified herein.
- G. Any duly authorized representative of a licensee or permit holder and any peace officer of the city, county of Logan or state of Oklahoma are hereby empowered to remove any person from either the licensed or permit-holding premises or Block Party area where such officer or agent has probable cause to believe that such person may be under the influence of intoxicating or nonintoxicating beverages.
- H. The foregoing shall be limited by such other rules, regulations and restrictions as the local liquor control commissioner deems necessary to govern the use of the Block Party area.
- I. Unless specifically excepted within this section, all of the terms and provisions of the City of Guthrie Code of Ordinances remain in full force and effect.
- J. Permit Holder will be responsible for providing CLEET Commissioned security for the Block Party.

SECTION 4: Notwithstanding anything in the City of Guthrie Code of Ordinances to the contrary, a temporary permit may be issued to a permit holder under the City Code of

Ordinances to extend the time permitted for playing or broadcasting music in the outdoor sales area or the Block Party area from ten o'clock (10:00) P.M. on June 7, 2014, to twelve o'clock (12:00) A.M. on June 8, 2014.

SECTION 5: Except as specifically modified hereby, all applicable laws, ordinances, rules and regulations shall remain in full force and effect.

SECTION 6: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 7: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 8: Provisions of this Resolution shall not supersede any State of Oklahoma or Federal laws pertaining to the consumption or sale of alcoholic beverages.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF GUTHRIE, that the City Council supports the Make Guthrie Weird Block Party and approves efforts to accommodate the safe enjoyment of the attendees of this event, including the safe consumption nonintoxicating beverages as outlined in this Resolution.

Passed by the Mayor and City Council of the City of Guthrie on the _____ day of _____, 2014.

Mark Spradlin, MAYOR

ATTEST:

Kim Biggs, City Clerk

APPROVED AS TO FORM:

Randel Shadid, City Attorney



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: May 20, 2014
Contact: Rene Spineto, Director Community Development

Agenda Item

Discussion and possible action on awarding RFP No. 2014-02 to la terra studios and authorizing the Mayor to execute a contract.

Summary

At its March 4, 2014 meeting, the City Council approved solicitation of Requests for Proposals (RFP) for architectural services for the downtown improvement project. This project would provide:

- street design services for 1st Street between Harrison and Oklahoma streets,
• sidewalk extension design,
• schematic design for downtown landscape in a portion of the Central Business District.

Four design firms responded to the request. A panel comprised of staff and a representative from the citizen's Downtown Improvement Committee interviewed the applicants and determined that la terra studios offered the background and experience which best complements the City's needs for this project.

Awarding RFP 2014-02 to la terra studios will authorize completion of design and construction plans which meet these criteria. Contract amount includes: Surveying Costs: \$9,750.; Design Fees: \$26,500; Engineering Fees: \$16,500; Bidding & Construction Oversight Fees: \$9,000, for a total of \$61,750.00 (Awarding construction bids will be presented to Council for their review and action at a later date.)

Funding Expected: [] Revenue, [X] Expenditure, [] N/A
Budgeted: [X] Yes, [] No, [] N/A
Account Number: 01-01-00-6576, Amount: \$61,750.00
Legal Review: [] N/A, [X] Required, Completed Date: 5/28/14

Supporting documents attached

- Contract for Professional Services

Recommendation

Award RFP #2014-02 to la terra studios and authorize Mayor to exercise contract.

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

Professional Services Contract

THIS Professional Services Contract (hereinafter referred to as "Contract") is entered into on this _____ day of _____, 20____, by and between the **City of Guthrie, Oklahoma**, a municipal corporation located in Logan County, Oklahoma, (hereinafter referred to as "City"), and **la terra studio, inc.**, ("hereinafter referred to as "Consultant") whose address is 2700 Swiss Avenue, Dallas, Texas 75204.

WITNESSETH:

WHEREAS, City desires to obtain professional services from Consultant for landscape architecture planning and design; and

WHEREAS, Consultant is a professional planning and landscape architecture firm qualified to provide such services and is willing to undertake the performance of such services for City in exchange for fees hereinafter specified; NOW, THEREFORE,

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I. Employment of Consultant

Consultant will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Consultant is representing that it has special expertise in one or more areas to be utilized in this Contract, then Consultant agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II. Scope of Services

Consultant shall perform such services as are necessary to complete planning and design tasks specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this

Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed _____ Thousand _____ and No/100 Dollars (\$_____). This total payment for services includes Consultant's ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by City in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the City pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the City shall remain the sole responsibility of the Consultant.

Consultant will bill City on a percent complete basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The scope of services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month Consultant will submit to City an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice City shall make monthly payments in the amount shown by Consultant's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV. Revisions of the Scope of Services

City reserves the right to revise or expand the scope of services after due approval by City as City may deem necessary, but in such event City shall pay Consultant equitable compensation for such services. In any event, when Consultant is directed to revise or expand the scope of services under this Section of the Contract, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Contract, City must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by Consultant that any compensation not specified in Paragraph III herein above may require Guthrie City Council approval and is subject to the current budget year limitations.

V. Term

This Contract shall begin on the date first written above, and shall terminate when City has approved the Project as being final or otherwise terminates or extends this Contract as provided herein.

VI. Contract Termination Provision

This Contract may be terminated at any time by City for any cause by providing Consultant thirty (30) days written notice of such termination. Upon receipt of such notice, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII. Ownership of Documents

All materials and documents prepared or assembled by Consultant under this Contract shall become the sole property of City and shall be delivered to City without restriction on future use. Consultant may retain in its files copies of all drawings, specifications and all other pertinent information for the work. Consultant shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII. Insurance Requirements

- A. Before commencing work, the consultant shall, at its own expense, procure, pay for and maintain during the term of this Contract the following insurance written by companies approved by the state of Oklahoma and acceptable to the City. The consultant shall furnish to the City's Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Guthrie
Attn: City Manager
Post Office Box 908
Guthrie, OK 73044

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by City of the work required under the Scope of Services.

- B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:
1. A waiver of subrogation in favor of City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader .
 - 3.. All insurance policies shall be endorsed to the effect that City will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

IX. Right to Inspect Records

Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Contract. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X. Successors and Assigns

City and Consultant each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither City nor Consultant shall

assign or transfer its interest herein without the prior written consent of the other.

XI. CONSULTANT's Liability

Acceptance of the final plans by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-consultants.

XII. INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT OR WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN OKLAHOMA LOCAL GOVERNMENT CODE § 271.904 (A) AND OKLAHOMA CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the City shall have the right to approve counsel to be retained by Consultant in fulfilling its obligation to defend and indemnify the City. Consultant shall retain approved counsel for the City within seven (7) business days after receiving written notice from the City that it is invoking its right to indemnification under this Contract. If Consultant does not retain counsel for the City within the required time, then the City shall have the right to retain counsel and the Consultant shall pay these attorneys' fees and expenses. The City retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so.

XIII. Independent Contractor

Consultant's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of City in the performance of this Contract. No term or provision of or act of Consultant or City under this Contract shall be construed as changing that status. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

XIV. Default

If at any time during the term of this Contract, Consultant shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then City shall have the right, if Consultant shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy due to Consultant's nonperformance under this Contract, the cost to City to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. Consultant's liability under this provision shall be limited to the total dollar amount of this Contract.

City's remedies for Consultant's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at City's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to City; or,
- (c) Monetary damages in an amount not to exceed the greater of:
 - (1) The amount of any applicable insurance coverage Consultant is required to purchase and maintain under this Contract plus any deductible amount to be paid by Consultant in conjunction with said coverage regardless of whether Consultant has actually purchased and maintained said coverage; or,
 - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XV. Changes

City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between City and Consultant shall be incorporated by written modification to this Contract.

XVI. Conflict of Interest

Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by Consultant pursuant to this Contract will be conducted by employees, associates or subcontractors of Consultant.

XVII. Confidential Information

Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Guthrie, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes

and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

XVIII. Mailing Address

All notices and communications under this Contract to be mailed to CITY shall be sent to the address of City's agent as follows, unless and until Consultant is otherwise notified:

Sereniah Breland
City Manager
City of Guthrie
101 N. 2nd Street
Guthrie, OK 73044

Notices and communications to be mailed or delivered to Consultant shall be sent to the address of Consultant as follows, unless and until City is otherwise notified:

Michael Black, ASLA
la terra studio, inc.
2700 Swiss Avenue
Dallas, Texas 75204

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XIX. Applicable Law

The Contract is entered into subject to the Guthrie City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Oklahoma and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Contract is agreed to be Logan County, Oklahoma, for all purposes, including performance and execution.

XX. Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI. Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXII. Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXIII. Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV. Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXV. Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Guthrie, Oklahoma; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Logan County, Oklahoma.

XXVI. No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third

person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

City of Guthrie, Oklahoma

By: _____

Mark Spradlin
Mayor

Date Signed: _____

Attest:

Kim Biggs
City Treasurer

Approved as to Form:

Randel Shadid
City Attorney

la terra studio

By: _____

Name: Michael Black
Title:CEO

Date Signed: _____

THE STATE OF Oklahoma §
COUNTY OF Logan §

BEFORE ME, the undersigned authority, in and for said County, Oklahoma, on this day personally appeared Mark Spradlin, Mayor of the **City of Guthrie**, an Oklahoma Municipal Corporation, known to me to be the person who's name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20_____.

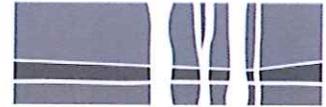
Notary Public Logan County, Oklahoma
My commission expires _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by _____ in his capacity as _____ of _____, a _____ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20_____.

Notary Public _____ County, Texas
My commission expires _____



Attachment "A"
SCOPE OF WORK

DOWNTOWN GUTHRIE, OK

PHASE ONE

OBJECTIVE

The primary objectives set-forth include: surveying, information gathering | implementation/phasing planning, construction documents, bidding and construction observation of a city-owned location in Downtown Guthrie.

Section I Basic Services

la *terra* studio's Scope of Services for the project is divided into separate phases listed below:

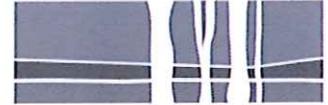
- ~A~ *Surveying*
- ~B~ *Information Gathering | Implementation/Phasing Plan*
- ~C~ *Construction Documents*
 - Civil Engineering*
 - Electrical Engineering*
- ~D~ *Bidding*
- ~E~ *Construction Observation*

A. Surveying

- Preparation of a topographical survey of the proposed project phase one construction site (See Attachment C). Topographical survey shall include the following:
 - Contour lines at one (1') foot interval;
 - Spot elevations on a twenty-five (25') foot grid;
 - Top of curb and gutter elevations or edge of pavement elevations for paving on and adjacent to the proposed project site;
 - Visible utilities and existing improvements;
 - Existing vegetation for trees four (6") inch caliper and larger;
 - "Paper" boundary survey of adjacent property lines;
 - Graphic depiction of the approximate location of underground utilities, and
 - The Survey shall be prepared by a Registered Professional Land Surveyor holding a current license in the State of Oklahoma.

B. Information Gathering | Implementation/Phasing Plan

- Review the project scope to determine existing site and construction considerations.
- Visit the site to evaluate and inventory existing conditions to determine the best utilization of valued site elements.
- Meet with the Client and / or Owner's Authorized Representatives to discuss and memorialize the project's requirements, guidelines, and overall design intent.
- Review and analyze all applicable landscape codes and ordinances as they pertain to construction activities in the City of Guthrie.
- Work with the Client to establish a schedule for providing the services in this contract.
- Assist the Client in establishing a budget for the items defined by the scope of services to be provided by the Landscape Architect, if requested.
- Collect data from the Client (and / or Other Consultants) to prepare base plans indicating structures, site elements, easements, property lines, site plan, building floor plans, topography, utility information, any existing trees that interface with landscape development, and plant cover to remain (if any).



- Prepare a conceptual drawing that illustrates any existing elements to remain (if any) and proposed improvements located from the face of existing buildings or property lines.
- Attend project coordination meetings and make presentations to the Downtown Improvement Design Committee.
- Develop an implementation plan that coordinates phase one construction activities with future phases – Including schematic design of bulb-outs and landscape concepts for areas defined on Attachment C.

C. Construction Documents

- Preparation of construction drawings which shall include documenting items as determined by the implementation planning process for approximately \$200,000 worth of construction activities per Attachment C:
 - Existing condition and removal plans;
 - Construction layout plans
 - Site Plans
 - Landscape and Irrigation Plans
 - Storm water / Drainage Plans (Civil)
 - Grading plans
 - Lighting / Electrical Plans (MEP)
 - Site Furnishing Specifications
 - Construction details
- Submittal of construction documents for City review at the 75% and Final completion.
- Preparation of updated opinion of probable construction cost which shall accompany the 75%, and Final submittals.
- Technical Specifications (City to provide their standard front-end construction contract specifications)
- Bid Form
- Prepare Final Bidding Documents.

D. Bidding

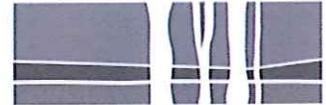
- Assist the city with the bidding process
- Answer contractor questions
- Attend a pre-bid conference
- Issue Addendum

E. Construction Observation

- Provide periodic observation during construction.
- Review Submittals
- Participate in a Punch-List site visit and issue report
 - Participate in Final Inspection and issue report
 - Review and approve pay applications
 - Participate in a “End-of-year” warranty site visit
 - Review and approve mock-ups
 - Participate in the Post-Construction Site Inspections

E. Project Expenses

Reimbursable expenses include, but are not limited to: reproduction of graphics and plans, postage, handling of documents, in-house plotting, courier services and authorized travel expenses. Reimbursable expenses shall be billed at a rate of 1.0% of Direct Cost. Project expense budget will not be exceeded without prior authorization by city staff.



Limitations

Professional Services Limitations

Limitations to professional services not included in basic and/or additional services include, but are not limited to the following:

~ geotechnical investigations ~ utility mapping ~ wetland delineation ~ floodplain delineation ~ stage/farmers market architecture ~ boundary surveying ~ property line verification ~ easement verification ~ 404 permitting ~ FEMA map revisions / verification ~ environmental assessments ~ SWPPP creation, maintenance or inspection ~ traffic studies ~ flood studies ~ ROW dedication ~ design ~ water / sanitary services

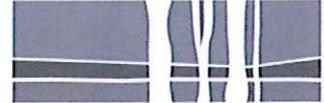
In addition, limitations listed *(above)* can be performed as additional services as defined by Section II (b) *(below)*

Section II Additional Services

A.1 Additional Services

The Landscape Architect will provide Additional Services on an hourly basis with a mutually agreed "not to exceed" total or a mutually agreed upon flat fee in writing. Hourly rates for Additional Services are as follows:

~ Principal	\$170.00/hour
~ Registered Landscape Architect	\$ 90.00/hour
~ Landscape Architect In-training	\$ 80.00/hour
~ CAD / GIS Tech.	\$ 70.00/hour
~ Administrative	\$ 45.00/hour



Attachment "B"

BREAKDOWN of SCOPE for PERCENTAGE COMPLETION DETERMINATIONS

DOWNTOWN GUTHRIE

Phase One

Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

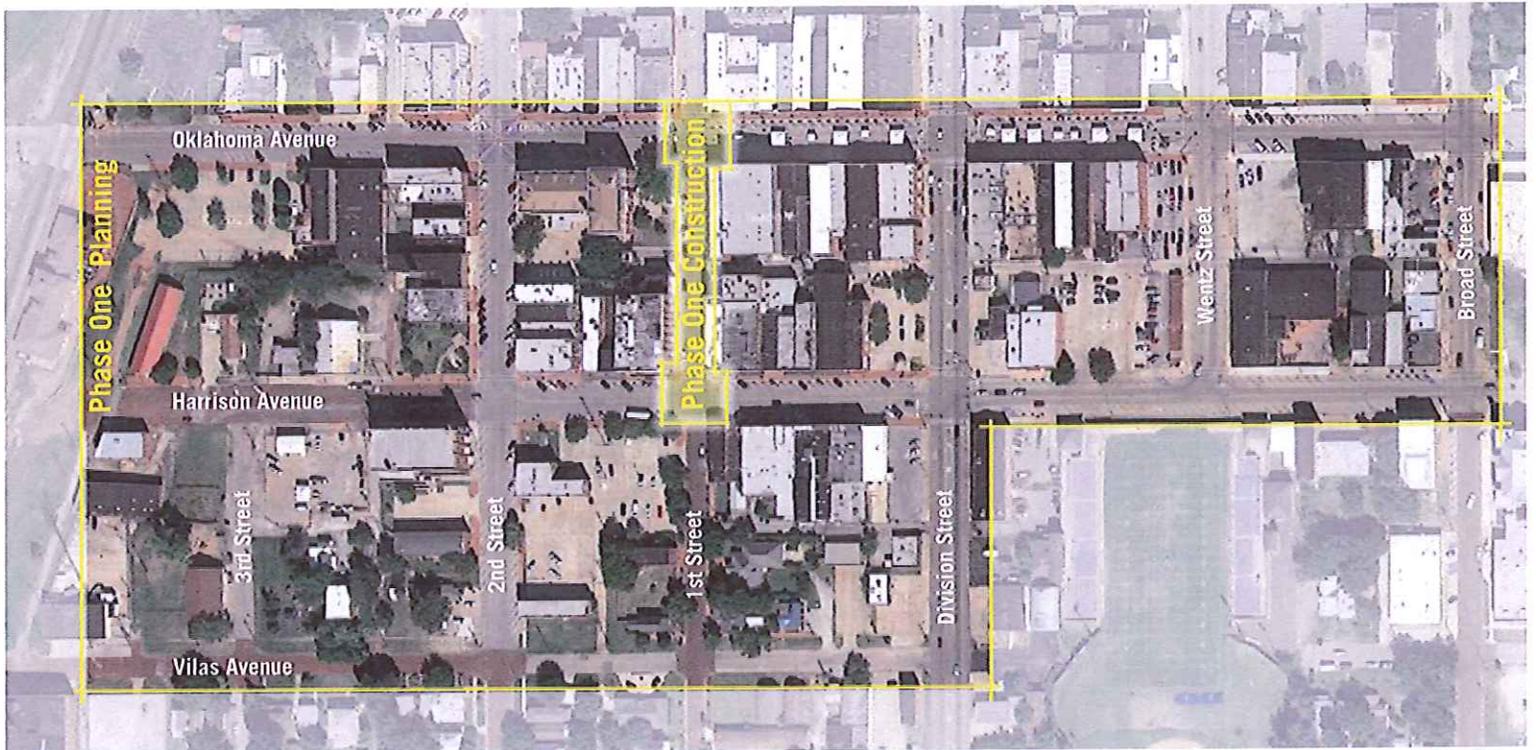
As of the date of this agreement, client's project construction budget is approximately:

\$200,000

Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Landscape Architect.

FEES:

Surveying (Myers Engineering)		
	Phase Total	\$ 9,750
<hr/>		
Design (la terra studio)		
	Phase Total	\$ 26,500
<hr/>		
Engineering		
	Civil Engineering (Myers Engineering)	\$11,500
	Electrical Engineering (Engineering Assoc.)	\$ 5,000
	Phase Total	\$16,500
<hr/>		
Bidding, Construction Observation, & Project Expenses (la terra studio)		
	Bidding	\$2,000
	Construction Observation	\$4,000
	Project Expenses	\$3,000
	Phase Total	\$ 9,000
<hr/>		
TOTAL BASIC SERVICES		\$ 61,750



May 1, 2014

Attachment C



Downtown Improvements Phase One - Project Limits



City of Guthrie
A/P Claims List
 from 4/30/2014 to 5/2/2014

Invoice #	Vendor	Description	Account	Cost
PR3884-1	OKLA POLICE PENSION & RS(20		01-00-00-2020	\$6,434.16
PR3884-1	ICMA RETIREMENT SYSTEM MA		01-00-00-2022	\$1,422.53
PR3884-1	OMRF(20218)		01-00-00-2023	\$5,763.09
PR3884-1	USCM/SOUTH CENTRAL PEBSC		01-00-00-2024	\$285.00
PR3875-1	AETNA - MIDDLETOWN 22051		01-00-00-2031	\$93.45
PR3880-1	AETNA - MIDDLETOWN 22051		01-00-00-2031	\$93.45
PR3875-1	AETNA HEALTHCARE 22795		01-00-00-2031	\$2,325.58
PR3880-1	AETNA HEALTHCARE 22795		01-00-00-2031	\$2,325.58
PR3875-1	AETNA - MIDDLETOWN 22051		01-00-00-2032	\$200.32
PR3880-1	AETNA - MIDDLETOWN 22051		01-00-00-2032	\$136.16
PR3875-1	AETNA HEALTHCARE 22795		01-00-00-2032	\$12,344.84
PR3880-1	AETNA HEALTHCARE 22795		01-00-00-2032	\$1,770.79
PR3875-1	AETNA HEALTHCARE 22795		01-00-00-2033	\$787.80
PR3880-1	AETNA HEALTHCARE 22795		01-00-00-2033	\$824.82
PR3875-1	AETNA HEALTHCARE 22795		01-00-00-2034	\$277.27
PR3880-1	AETNA HEALTHCARE 22795		01-00-00-2034	\$277.27
PR3884-1	U.S. TREASURY(20627		01-00-00-2041	\$12,832.86
PR3884-1	U.S. TREASURY(20627		01-00-00-2042	\$3,001.34
PR3884-1	OKLA TAX COMMISSION (20215)		01-00-00-2043	\$5,004.00
PR3884-1	U.S. TREASURY(20627		01-00-00-2044	\$10,013.65
PR3884-1	GUTHRIE FOP #105 (20209)		01-00-00-2051	\$475.00
PR3884-1	CITY OF GUTHRIE		01-00-00-2053	\$11.97
PR3884-1	COLOMBUS BANK & TRUST CO.		01-00-00-2054	\$178.95
PR3884-1	UNITED WAY 20248		01-00-00-2055	\$208.16
PR3884-1	AFLAC (20180)		01-00-00-2056	\$690.18
PR3884-1-440-7	DEPT. OF HUMAN SERVICES 20		01-00-00-2057	\$283.91
PR3884-1-445-2	DEPT. OF HUMAN SERVICES 20		01-00-00-2057	\$86.50
PR3884-1-445-8	DEPT. OF HUMAN SERVICES 20		01-00-00-2057	\$123.63
PR3884-1-441-9	LAW OFFICE OF DAVID HOOD		01-00-00-2057	\$50.00
PR3875-1	Y.M.C.A. OF GUTHRIE OKLAHOM		01-00-00-2062	\$177.12
PR3880-1	Y.M.C.A. OF GUTHRIE OKLAHOM		01-00-00-2062	\$235.86
PR3875-1	Y.M.C.A. OF GUTHRIE OKLAHOM		01-00-00-2063	\$34.81
PR3880-1	Y.M.C.A. OF GUTHRIE OKLAHOM		01-00-00-2063	\$34.81
	Total			\$68,804.86
	Total			\$68,804.86
	Total GENERAL FUND			\$68,804.86
PR3884-1	OKLA FIREFIGHTERS FUND (202		09-00-00-2021	\$9,584.62
PR3884-1	USCM/SOUTH CENTRAL PEBSC		09-00-00-2024	\$112.50
PR3875-1	AETNA - MIDDLETOWN 22051		09-00-00-2031	\$6.00
PR3880-1	AETNA - MIDDLETOWN 22051		09-00-00-2031	\$6.00
PR3875-1	AETNA HEALTHCARE 22795		09-00-00-2031	\$698.03
PR3880-1	AETNA HEALTHCARE 22795		09-00-00-2031	\$698.03
PR3875-1	AETNA - MIDDLETOWN 22051		09-00-00-2032	\$78.25
PR3880-1	AETNA - MIDDLETOWN 22051		09-00-00-2032	\$78.25
PR3875-1	AETNA HEALTHCARE 22795		09-00-00-2032	\$5,000.00
PR3880-1	AETNA HEALTHCARE 22795		09-00-00-2032	\$5,000.00
PR3875-1	AETNA HEALTHCARE 22795		09-00-00-2033	\$308.50
PR3880-1	AETNA HEALTHCARE 22795		09-00-00-2033	\$308.50
PR3875-1	AETNA HEALTHCARE 22795		09-00-00-2034	\$134.33

City of Guthrie
A/P Claims List
 from 4/30/2014 to 5/2/2014

Invoice #	Vendor	Description	Account	Cost
PR3880-1	AETNA HEALTHCARE 22795		09-00-00-2034	\$134.33
PR3884-1	U.S. TREASURY(20627		09-00-00-2042	\$1,278.74
PR3884-1	OKLA TAX COMMISSION (20215)		09-00-00-2043	\$2,099.00
PR3884-1	U.S. TREASURY(20627		09-00-00-2044	\$4,708.18
PR3884-1	FIREMANS UNION		09-00-00-2052	\$429.00
PR3884-1	CITY OF GUTHRIE		09-00-00-2053	\$11.00
PR3884-1	UNITED WAY 20248		09-00-00-2055	\$58.07
PR3884-1	AFLAC (20180)		09-00-00-2056	\$457.79
PR3884-1-279-8	DEPT. OF HUMAN SERVICES 20		09-00-00-2057	\$102.69
PR3875-1	Y.M.C.A. OF GUTHRIE OKLAHOM		09-00-00-2062	\$25.86
PR3880-1	Y.M.C.A. OF GUTHRIE OKLAHOM		09-00-00-2062	\$25.86
		Total		\$31,343.53
		Total		\$31,343.53
		Total FIRE/EMS FUND		\$31,343.53
PR3884-2	ICMA RETIREMENT SYSTEM MA		20-00-00-2022	\$180.99
PR3884-2	OMRF(20218)		20-00-00-2023	\$3,294.61
PR3884-2	USCM/SOUTH CENTRAL PEBSC		20-00-00-2024	\$315.00
PR3875-2	AETNA - MIDDLETOWN 22051		20-00-00-2031	\$33.60
PR3880-2	AETNA - MIDDLETOWN 22051		20-00-00-2031	\$20.90
PR3875-2	AETNA HEALTHCARE 22795		20-00-00-2031	\$472.01
PR3880-2	AETNA HEALTHCARE 22795		20-00-00-2031	\$472.01
PR3875-2	AETNA - MIDDLETOWN 22051		20-00-00-2032	\$65.73
PR3880-2	AETNA - MIDDLETOWN 22051		20-00-00-2032	\$65.73
PR3875-2	AETNA HEALTHCARE 22795		20-00-00-2032	\$4,200.00
PR3880-2	AETNA HEALTHCARE 22795		20-00-00-2032	\$4,200.00
PR3875-2	AETNA HEALTHCARE 22795		20-00-00-2033	\$259.14
PR3880-2	AETNA HEALTHCARE 22795		20-00-00-2033	\$259.14
PR3875-2	AETNA HEALTHCARE 22795		20-00-00-2034	\$122.27
PR3880-2	AETNA HEALTHCARE 22795		20-00-00-2034	\$122.27
PR3884-2	U.S. TREASURY(20627		20-00-00-2041	\$3,618.54
PR3884-2	U.S. TREASURY(20627		20-00-00-2042	\$846.26
PR3884-2	OKLA TAX COMMISSION (20215)		20-00-00-2043	\$1,461.00
PR3884-2	U.S. TREASURY(20627		20-00-00-2044	\$2,507.74
PR3884-2	COLOMBUS BANK & TRUST CO.		20-00-00-2054	\$220.02
PR3884-2	UNITED WAY 20248		20-00-00-2055	\$43.32
PR3884-2	AFLAC (20180)		20-00-00-2056	\$402.97
PR3884-1-441-6	ROBINSON & HOOVER 20221		20-00-00-2057	\$50.00
PR3884-1-446-7	ROBINSON & HOOVER 20221		20-00-00-2057	\$35.00
PR3884-1-441-6	STANDARD CREDIT 23051		20-00-00-2057	\$100.00
PR3875-2	Y.M.C.A. OF GUTHRIE OKLAHOM		20-00-00-2062	\$36.98
PR3880-2	Y.M.C.A. OF GUTHRIE OKLAHOM		20-00-00-2062	\$36.98
		Total		\$23,442.21
		Total		\$23,442.21
May 2014a	USPS - UNITED STATES POSTAL	Postage	20-21-00-6309	\$2,000.00
		Total		\$2,000.00
		Total PUBLIC WORKS GENERAL		\$2,000.00
April 2014	Justin Hayes (23007)	Contract Meter Reader for FY14	20-27-00-6054	\$2,500.00

City of Guthrie
A/P Claims List
 from 4/30/2014 to 5/2/2014

Invoice #	Vendor	Description	Account	Cost
		Total		\$2,500.00
		Total LINE MAINTENANCE		\$2,500.00
		Total GPWA OPERATING FUND		\$27,942.21
PR3884-1	ICMA RETIREMENT SYSTEM MA		98-00-00-2022	\$138.66
PR3875-1	AETNA - MIDDLETOWN 22051		98-00-00-2032	\$3.13
PR3880-1	AETNA - MIDDLETOWN 22051		98-00-00-2032	\$3.13
PR3875-1	AETNA HEALTHCARE 22795		98-00-00-2032	\$200.00
PR3880-1	AETNA HEALTHCARE 22795		98-00-00-2032	\$200.00
PR3875-1	AETNA HEALTHCARE 22795		98-00-00-2033	\$12.34
PR3880-1	AETNA HEALTHCARE 22795		98-00-00-2033	\$12.34
PR3875-1	AETNA HEALTHCARE 22795		98-00-00-2034	\$12.32
PR3880-1	AETNA HEALTHCARE 22795		98-00-00-2034	\$12.32
PR3884-1	U.S. TREASURY(20627		98-00-00-2041	\$303.08
PR3884-1	U.S. TREASURY(20627		98-00-00-2042	\$70.88
PR3884-1	OKLA TAX COMMISSION (20215)		98-00-00-2043	\$126.00
PR3884-1	U.S. TREASURY(20627		98-00-00-2044	\$236.10
		Total		\$1,330.30
		Total		\$1,330.30
		Total AIRPORT FUND		\$1,330.30
		Total All Funds		\$129,420.90

City of Guthrie
A/P Claims List
from 5/10/2014 to 5/10/2014

Invoice #	Vendor	Description	Account	Cost
000817	GHM ENTERPRISES (1097)	Laundry - Police Department	01-07-70-6310	\$7.80
000821	GHM ENTERPRISES (1097)	Laundry - Police Department	01-07-70-6310	\$22.08
000824	GHM ENTERPRISES (1097)	Laundry - Police Department	01-07-70-6310	\$5.40
000832	GHM ENTERPRISES (1097)	Laundry - Police Department	01-07-70-6310	\$8.40
		Total GENERAL FUND		\$43.68
		Total All Funds		\$43.68

City of Guthrie
A/P Claims List
 from 5/12/2014 to 5/13/2014

Invoice #	Vendor	Description	Account	Cost
APRIL2014	C.L.E.E.T. (125)	Municipal Court Collection for CLEET Assess	01-00-00-2012	\$878.08
APRIL2014	O.S.B.I. (820)	Municipal Court Collection AFIS And Forensic	01-00-00-2012	\$950.00
APRIL2014	OKLAHOMA UNIFORM BLDG CO	Permit Fee Collections	01-00-00-2013	\$104.00
0002137	HURLEY PLUMBING 267	Plumbing Repairs	01-01-00-6112	\$127.00
NP41211883	FLEETCOR TECHNOLOGIES (219	Guthrie Housing Authority	01-01-00-6118	\$156.84
8065	CRAWFORD & ASSOCIATES,P.C.	Professional Services - Accounting and Cons	01-01-00-6330	\$4,657.50
03-1120	MESO(126)	QUARTERLY SAFETY TRAINING	01-01-00-6373	\$625.00
NP41211883	FLEETCOR TECHNOLOGIES (219	Building Services	01-02-25-6118	\$192.40
NP41211883	FLEETCOR TECHNOLOGIES (219	Community Development	01-05-50-6118	\$60.37
NP41211883	FLEETCOR TECHNOLOGIES (219	Code Compliance	01-05-51-6118	\$84.43
NP41211883	FLEETCOR TECHNOLOGIES (219	Police Administration	01-07-70-6118	\$5,550.81
APRIL2014	SHINEY BAYS (22581)	Car Wash Police Department	01-07-70-6316	\$280.90
2034865	JASON HAMILTON 22354	Meal reimbursement for LEDT Class	01-07-70-6343	\$18.32
1896	CHARLIES ELECTRIC INC. 97	Electrical Repairs on Historical Lights Downto	01-12-00-6113	\$466.46
77717	FRANK BILLS TRUCKING(20450)	Road Salt	01-12-00-6113	\$1,713.67
78021	FRANK BILLS TRUCKING(20450)	Road Salt	01-12-00-6113	\$1,589.90
NP41211883	FLEETCOR TECHNOLOGIES (219	Streets Department	01-12-00-6118	\$2,614.72
NP41211883	FLEETCOR TECHNOLOGIES (219	Fleet	01-14-00-6118	\$60.31
MAY2014	SHINEY BAYS (22581)	Car Wash GPWA	01-14-41-6116	\$79.30
NP41211883	FLEETCOR TECHNOLOGIES (219	Parks and Grounds	01-15-11-6118	\$2,879.90
		Total GENERAL FUND		\$23,089.91
NP41211883	FLEETCOR TECHNOLOGIES (219	Suppression	09-09-90-6118	\$1,000.39
NP41211883	FLEETCOR TECHNOLOGIES (219	EMS	09-09-92-6118	\$3,148.67
APRIL2014	INTERMEDIX (22025)	Professional Services	09-09-92-6373	\$6,171.51
NP41211883	FLEETCOR TECHNOLOGIES (219	Fire Administration	09-09-96-6118	\$271.11
		Total FIRE/EMS FUND		\$10,591.68
APRIL2014	DHH DISPOSAL 22381	Contracted Trash Service	20-21-00-6348	\$192.50
1368	MID AMERICA HYDRO TECH (211	Chemicals	20-23-00-6104	\$17,557.80
99350	SOUTHWEST CHEMICAL (20977)	Blanket PO for Chemicals	20-23-00-6104	\$1,350.00
NP41211883	FLEETCOR TECHNOLOGIES (219	WWTP	20-23-00-6118	\$59.92
000813	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$6.60
000818	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$6.60
000823	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$6.60
000828	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$6.80
000834	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$2.46
NP41211883	FLEETCOR TECHNOLOGIES (219	WWTP	20-24-00-6118	\$997.90
mec#211135.72	CROSSLAND HEAVY CONTRACT	Bid No. 2013-04, WWTP Liquid Bleach Stora	20-24-00-6317	\$9,757.10
NP41211883	FLEETCOR TECHNOLOGIES (219	Convenience Center	20-26-00-6118	\$348.82
NP41211883	FLEETCOR TECHNOLOGIES (219	Line Maintenance	20-27-00-6118	\$2,402.68
		Total GPWA OPERATING FUND		\$32,695.78
021719	MAKER'S GLASS SHOP(346)	Mirror delivery and installation	30-30-06-6541	\$80.00
		Total GRANTS FUND		\$80.00
mec#211135.72	CROSSLAND HEAVY CONTRACT	Bid No. 2013-04, WWTP Liquid Bleach Stora	55-55-00-6547	\$22,287.42
		Total CMOM Fee		\$22,287.42
2034873	OKLAHOMA CORPORATION CO	Registration fees for fuel tanks at the airport	98-98-00-6112	\$75.00
NP41211883	FLEETCOR TECHNOLOGIES (219	Airport	98-98-00-6118	\$273.81
11071360-22	GARVER 22519	AIP Adminstrative Services - #3-40-0036-013	98-98-94-6373	\$1,168.95

City of Guthrie
A/P Claims List
from 5/12/2014 to 5/13/2014

Invoice #	Vendor	Description	Account	Cost
		Total AIRPORT FUND		\$1,517.76
		Total All Funds		\$90,262.55