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**63<sup>rd</sup> City Council**

**Mayor Steven J. Gentling**

**Ward I** – John Wood, Ed Wood    **Ward II** – Jeff Taylor, Brian Bothroyd

**Ward III** – Gaylord Z. Thomas, Sharyl Padgett

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**SPECIAL CITY COUNCIL MEETING WORKSHOP**

Tuesday, November 17, 2015 at 6:00p.m.

City Hall 3<sup>rd</sup> Floor Conference Room

101 N. 2<sup>nd</sup> Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Guthrie Public Library annual update.
3. Street, Solid Waste and Convenience Center annual update.
4. Discussion regarding sales tax.
5. Adjournment.



63rd City Council
Mayor Steven J. Gentling
Ward I - John Wood, Ed Wood Ward II - Jeff Taylor, Brian Bothroyd
Ward III - Gaylord Z. Thomas, Sharyl Padgett

CITY COUNCIL MEETING

63rd City Council
Tuesday, November 17, 2015, 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Public Comments, Community Announcements and Recognitions.
3. Consent Agenda
All matters listed will be enacted by one motion unless a request is made for discussion by any council member or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
A. Consider approval of minutes of the Regular City Council Meeting held on November 3, 2015..... 1
B. Consider approval of the revision of the Guthrie and Liberty Lake Rules as recommended by the Guthrie Park Board..... 4
C. Consider approval to allow the Purchasing Agent to solicit request for proposals for annual Financial Auditing Services ..... 9
4. Public hearing, discussion and possible action on a request to issue a special permit for operation of a storage unit business adjacent to 221 W. Johnson Drive.....10
5. Public hearing, discussion and possible action on Final Plat for Canyon Bluff Estates .....18
6. Discussion and possible action on Response Service Agreement between the City of Guthrie and Environmental Management, Inc. (EMI) .....22
7. Discussion and possible action of Resolution No. 2015-21 for Bridge Inspections on the fourteen (14) bridges that fall within the responsibility of the City of Guthrie .....35
8. Discussion and possible action of Resolution No. 2015-22, allowing the City Manager, City Attorney, and Logan County Economic Development Council to negotiate a lease agreement with Oklahoma State University and the OK 4-H Foundation for recreational and ATV trails, facility, and programs, and authorizing the Mayor to execute the agreement.....37
9. City Manager's Report
10. Requests/comments from members of the City Council
11. Adjournment.

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, November 17, 2015 at 7:00pm  
City Hall Council Chambers  
101 N. 2<sup>nd</sup> Street, Guthrie, Oklahoma, 73044

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 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 November 3, 2015.....50
- B. Consider approval to award Bid No. 2015-08a, Chemical Feed System Enclosure, to Shaw Contracting, Inc. for Sections B, C, and D in the amount of \$77,500, reject Bid for Section A, and allow the Mayor to execute the contract .....51
- C. Consider approval of the receipt of Permit No. WL000042150898 for the construction of 650 linear feet of six inch (6”) PVC potable water line and all appurtenances to serve Canyon Bluff Estates – Sixth Section, Logan County, Oklahoma, and to be noted in the minutes after which will be maintained as a permanent record.....54
- D. Consider approval of the receipt of Permit No. SL000042150899 for the construction of 280 linear feet of eight inch (8”) PVC sanitary sewer line and all appurtenances to serve Canyon Bluff Estates – Sixth Section, Logan County, Oklahoma, and to be noted in the minutes after which will be maintained as a permanent record.....58

3. Adjournment.

MINUTES  
CITY COUNCIL MEETING  
November 3, 2015

The regular meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, October 30, 2015, before 5:00 p.m. and held Tuesday, November 3, 2015, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Vice Mayor John Wood.

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

Vice Mayor J. Wood called the meeting to order at 7:01 p.m.

Members Present:	John Wood	Gaylord Z. Thomas	Jeff Taylor
	Sharyl Padgett	Brian Bothroyd	

Members Absent:	Steven J. Gentling	Ed Wood
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Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Maxine Pruitt	Don Sweger	Eric Harlow
	Cody Mosley	Jim Ahlgren	Schellon Stanley

Vice Mayor J. Wood declared a quorum with five (5) Council Members in attendance.

**Public Comments, Community Announcements and Recognition.** None.

**Consent Agenda.** Motion by Council Member Thomas, seconded by Council Member Bothroyd, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the City Council Workshop held on October 20, 2015.
- B. Consider approval of minutes of the Regular City Council Meeting held on October 20, 2015.
- C. Consider approval of Oklahoma Tax Commission Agreement for Administration of the Sales and Use Tax.
- D. Consider approval to award bids for the construction of a pilots' lounge at Guthrie-Edmond Regional Airport and allow the Mayor to execute the contract.
- E. Consider approval to award Bid No. 2015-07, Demolition Services and Debris Removal, to the low bid of \$9,050 to Midwest Wrecking, Oklahoma City for the demolition and removal of 514 S. 4<sup>th</sup> Street and 508 S. 4<sup>th</sup> Street and authorize staff to execute a contract.

Council Members entered their votes and the votes were displayed with the following results:

Aye: J. Wood, Thomas, Taylor, Padgett, Bothroyd  
Nay: None

Vice Mayor J. Wood declared the motion carried unanimously.

**Public Hearing, Variance Request, 6909 Chris Madsen Road.** The Guthrie Planning Commission met on October 9, 2015 to hear an application for a variance to allow construction of an all-metal accessory building to be located at 6909 Chris Madsen Road. The vote was unanimous to make a recommendation to the Guthrie City Council to not approve the variance due to the structure not meeting Building Design Guidelines and not being consistent with surrounding architecture which is cited as a priority in the Guthrie Comprehensive Plan. A Public Hearing was held and the applicant, Mr. Steven Berry, was present and provided photos of similar structures in the area around his property that are also not in compliance with the adopted design guidelines. Mr. Berry also provided plans to locate the structure on the back side of the property, mostly out of site from the road. Ms. Sue DuCharme and Mr. Joe Chappell also addressed the City Council opposing the request due to the structure not meeting the Building Design Guidelines. Prior to Council action, the applicant withdrew his application for a metal building and will resubmit his request using materials that are complimentary to his residence.

**Public Hearing, Variance Request, 5311 Meadowlake Drive.** The Guthrie Planning Commission met on October 9, 2015 to hear an application for a variance to allow construction of an all-metal accessory building to be located at 5311 Meadowlake Drive. The vote was unanimous to make a recommendation to the Guthrie City Council to not approve the variance due to the structure not meeting Building Design Guidelines and not being consistent with surrounding architecture which is cited as a priority in the Guthrie Comprehensive Plan. The applicant showed plans to locate the structure on the side of the property, and the Planning Commission had concern about visibility along with construction materials. The Planning Commission heard from multiple neighbors that did not want to see this approved. A Public Hearing was held and the applicants, Mr. and Mrs. Larry McKay, addressed the City Council regarding alternatives for their request. Prior to Council action, the applicant withdrew their application for a metal building and will resubmit their request using materials that are complimentary to their residence and surrounding area.

**City Manager's Report:** No report.

**Requests/Comments from Members of the City Council:** No comments.

**Recess.** Motion by Council Member Thomas, seconded by Council Member Taylor, moved approval to recess the Guthrie City Council Meeting. Council Members entered their votes and the votes were displayed with the following results:

Aye: J. Wood, Thomas, Taylor, Padgett, Bothroyd

Nay: None

Vice Mayor J. Wood recessed the Guthrie City Council meeting at 7:45 p.m.

**Reconvene.** Vice Mayor J. Wood reconvened the Guthrie City Council Meeting at 7:48 p.m.

**Executive Session.** Motion by Council Member Thomas, seconded by Council Member Padgett, moved approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:

- A. 307 (B)(4), for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Logan County Rural Water District No. 1).

Council Members entered their votes and the votes were displayed with the following results:

Aye: J. Wood, Thomas, Taylor, Padgett, Bothroyd

Nay: None

Vice Mayor J. Wood declared the motion carried unanimously at 7:49 p.m. Attending Executive Session were Vice Mayor J. Wood, Council Members Thomas, Taylor, Padgett, and Bothroyd, City Manager Johnson and City Attorney Shadid.

**Reconvene.** Vice Mayor J. Wood reconvened the Guthrie City Council Meeting at 8:19 p.m. and stated no action was taken in Executive Session.

**Consideration of action regarding Logan County Rural Water District No. 1.** No action was taken.

**Adjournment.** There being no further business for the Guthrie City Council, Vice Mayor J. Wood declared the meeting adjourned at 8:20 p.m.

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Kim Biggs, City Clerk

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John Wood, Vice Mayor



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: November 17, 2015, Contact: Guthrie Park Board

Agenda Item

Consider approval of the revision of the Guthrie and Liberty Lake Rules as recommended by the Guthrie Park Board.

Summary

Changes to rules affecting both lakes include requiring patrons to comply with all State of Oklahoma laws and to obey law enforcement. Changes to rules regarding fishing limit hours for launching watercraft, prohibit making noise when campers are sleeping, and prohibit fishing within 50 ft. of boat ramps, docks or designated swimming areas. Boating rule changes would allow kayaks and canoes to be used without boating permits and only allow day use boating during day hours. Swimming-related rule changes reiterate that swimmers swim at their own risk and that no lifeguards are present, and they notes that all long-distance swimmers under the age of 18 must utilize appropriate open-water swimming personal flotation devices (PFDs). All these changes will benefit lake patrons.

Rule changes affecting Guthrie Lake only are regarding pets and require long-distance swimmers to wear attire to increase their visibility.

Rule changes affecting Liberty Lake only are regarding the attire for long-distance swimmers and the set swim boundaries because of the activity on the lake.

The Park Board recommended allowing alcohol, beer only, that must be in cans with koozies.

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

Supporting documents attached

- Lake Rules Revisions
Guthrie Park Board Minutes for July 16, 2015

Recommendation

Approve the Lake Rules Revisions as recommended by the Guthrie Park Board

Action Needed: Public Hearing, X Motion, Emergency Clause

## Rules Changes Affecting Both Lakes

### General Rules:

Patrons must obey all State of Oklahoma laws.

Any lake activities can be suspended at any time at the discretion of law enforcement or lake staff.

All patrons under 16 must be accompanied by a responsible adult age 18 or older. (All other conflicting rules sections to be adjusted accordingly)

### Fishing:

Fishermen using watercraft during extended fishing hours will not make wake or produce any loud noise. Watercraft are prohibited from being launched between 10:00 p.m. and 6:00 a.m. during summer hours and between 8:00 p.m. and 6:00 a.m. during winter hours.

Fishing is not allowed within 50 ft. of boat ramps, boat docks or designated swimming areas.

### Boating:

Kayaks and canoes do not require a boating permit.

Day use boating is allowed during day use hours only.

### Swimming:

No lifeguards are present. Swim at your own risk. Do not exceed your own swimming ability.

All long-distance swimmers under the age of 18 must utilize appropriate PFD's manufactured for the purpose of open-water swimming. It is strongly recommended that adult long-distance swimmers also utilize appropriate PFD's manufactured for the purpose of open-water swimming.

## Rules Changes Affecting Guthrie Lake Only:

### General Rules:

Pets must never be left unattended and are not allowed in the playground area permitted in swim areas, beaches or playgrounds.

### Swimming:

Long-distance swimmers must wear a bright colored swim cap or other significant marking device to warn boaters of their presence.

Rules Changes Affecting Liberty Lake Only:

Swimming:

All swimmers, including long-distance swimmers and patrons using floatation devices, must stay within swim area boundaries or within 50' of the shoreline. Long-distance swimmers must wear a bright colored swim cap or other significant marking device to warn boaters of their presence.

Proposed Changes to Rates and Fees:

1. It is proposed that the City make day use permits inclusive of both Guthrie and Liberty Lakes, and that the City raise the day use permit fee from \$3 per day to \$4 per day.
2. It is proposed that the City make boating permits inclusive of both Guthrie and Liberty Lakes, and that the City raise the boating permit fee from \$5 per day to \$7 per day.
3. It is proposed that the City make annual day use permits inclusive of both Guthrie and Liberty Lakes, and that the City maintain the current, 2 lake, annual day use permit fee of \$45 per year.
4. It is proposed that the City make annual boating permits inclusive of both Guthrie and Liberty Lakes, and that the City maintain the current, 2 lake, annual boating permit fee of \$75 per year.

Alcohol - *prohibit kegs / only beer / cans only in kuzpies*

Parks Board's opinion on this topic



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**Chairperson** – Zachary Colorio

**Vice Chairperson** –

**Secretary** –

**Members** – Jean Lacina – Ben Coffin – Mary Beth Craven – Elise Ellis

**City Representative** – Maxine Pruitt – Verdell Smith

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## GUTHRIE PARK BOARD MEETING

### MINUTES

Thursday, July 16, 2015 at 6:30 PM

City Hall, Third Floor Conference Room

101 N. 2<sup>nd</sup> Street, Guthrie, Oklahoma 73044

- 1. Roll Call.** Chairman, Zachary Colorio, called the meeting to order at 6:32 p.m. with Board Members, Jean Lacina and Elise Ellis present. A quorum was declared. City representatives Verdell Smith and Maxine Pruitt were present. Member Mary Beth Craven and Ben Coffin absent.
- 2. Approval of Minutes for the 5-21-15, Park Board Meeting.** Jean Lacina made the motion to approve and Elise Ellis seconded the motion.  
Yes 3  
Nay 0
- 3. Discussion and possible action on amending the Liberty Lake rules.** Lake Officer Anthony Gibbs explained to the Board the proposed changes to the Lake Rules. He explained the reasons for the changes and how they would benefit the lake users. Additionally, Officer Gibbs asked for the Board to advise him on how alcohol they would like to see the issue of beer on the premises be handled since he has had a lot of questions from the public on why they would like to see beer allowed. Jean Lacina made the motion to approve the amendments to the Lake rules and to allow the use of beer with the restrictions of cans only, placed in kuzies. No kegs. This was seconded by Elise Ellis.  
Yes 3  
Nay 0
- 4. Discussion and possible action on adding a new Liberty Lake sign.** Lake Officer Anthony Gibbs introduced his proposal for a new sign at Liberty Lake. The old sign is in very bad condition and needs to be replaced. The Board was asked if they wish to stay with the design that is being used in town or would they consider using something different and more permanent. Officer Gibbs located a piece of granite that would make a wonderful sign and its design would keep with the rustic theme that we are trying to maintain at the Liberty Lake Park. After discussion and introduction of the basic design, Jean Lacina made the motion to move forward with the granite sign design because of its reasonable cost and its long life. Elise Ellis seconded the motion.  
Yes 3  
Nay 0
- 5. Presentation given by Officer Anthony Gibbs on updating the status of the Liberty Lake Master Plan.** The presentation was very informative on the plans for the Liberty Lake and how it is progressing. The Board was impressed with the status and the group of volunteers who has  
City of Guthrie  
November 17, 2015



participated in developing the vision. He explained that some of the plan will be completed very soon and some of the plan is for further down the road. But, that we are following the plan.

**6. Staff Report.**

Pruitt reported that she will be providing the City Council with an update on what has been accomplished this fiscal year and what will be completed before the end of the fiscal year.

Smith had nothing to report.

**7. Adjournment.** Approximately 7:45 p.m.



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**

November 17, 2015

**Contact**

Jessie Bryan,  
Purchasing Agent

**Agenda Item**

Consider approval to allow the Purchasing Agent to solicit request for proposals for annual Financial Auditing Services.

**Summary**

The City of Guthrie would like to request proposals for auditing services for our annual audit. Arledge and Associates currently provides our annual financial audit.

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

**Supporting documents attached**

**Recommendation**

Approve the Purchasing Agent to solicit request for proposals for annual Financial Auditing Services.

**Action Needed**       Public Hearing       Motion       Emergency Clause



**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	November 17, 2015	Cody Mosley,
<input type="checkbox"/> GPWA		Community & Economic
<input type="checkbox"/> Public		Development Director
<input checked="" type="checkbox"/> Other: <u>Hearing</u>		

**Agenda Item**

Public hearing, discussion and possible action on a request to issue a special use permit for operation of a storage unit business adjacent to 221 W. Johnson Dr.

**Summary**

The applicant filed an application for the Planning Commission to approve a special use permit to be issued for property located at 221 W. Johnson Dr. that would allow for operation of a storage unit business. Ordinance No. 3265 was passed on 11-04-2014 mandating any business looking to operate as a storage unit facility receive approval of a special use permit from the Guthrie City Council. Ordinance No. 3265 under Section 1, Paragraph A reads: "In a commercially zoned district labeled C-1, C-2, or C-3 the use of a storage unit facility shall require a special use permit approval from the Guthrie City Council."

The Guthrie Planning Commission met on November 12, 2015 to hear the application for a special use permit to be issued for property located at 221 W. Johnson Dr. to allow for operation of a storage unit business. The Planning Commission voted unanimously to recommend not approving this special use permit. The zoning does allow for a special use permit to be issued, however the surrounding land use is a residential neighborhood.

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

**Supporting documents attached**

- 221 W. Johnson Dr. Application

**Recommendation**

None

<b>Action Needed</b>	<input checked="" type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Emergency Clause
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RECEIVED  
10/02/2015  
OFFICE OF  
COMMUNITY  
PLANNING &  
DEVELOPMENT



APPLICATION  
PLANNING COMMISSION REVIEW

2015-20113256

Applicant Name Kevin Ruggs  
Address [redacted] W. County Rd 69  
City, State, Zip Mulhall, OK, 73063  
Home Phone (405) 612-[redacted] Cell Phone (405) 612-[redacted] Business Phone (405) 612-[redacted]

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

Rezone ✓ RCM Review Preliminary Plat \_\_\_\_\_  
Amend Zoning Ordinance 2422 \_\_\_\_\_ Review Final Plat \_\_\_\_\_  
Vacate or Close Public Easement \_\_\_\_\_ Other ✓

*Special use permit*

Describe type of request (Rezone from C-1 to C-2, etc.):  
Zone from residential to commercial.

Legal Description:  
29-16N-02W PT SE4 SE4; BEG PT 500' IN NE/4 SE4 SE4;  
W 160'; S 00D 03'40" W 538'; E 160'; N 00D 03'40" E 538'  
POB

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

Street Address: 221 W. Johnson Drive Guthrie, OK 73044

Describe the proposed use of the property:  
Metal Building Storage Units

Required Attachments:

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

[Signature]  
Signature

10-2-15  
Date

**Building Permit Application**

Permit No. \_\_\_\_\_

Industrial, Commercial and Multi-Family Dwellings

City of Guthrie Community Development 101 N. 2<sup>nd</sup> St. Guthrie, OK 73044 (405) 282-1110 Fax (405) 282-0213

PROJECT ADDRESS <i>221 W. Johnson Drive Guthrie, OK 73044</i>			NAME OF BUSINESS <i>Ruggs Construction</i>		
CONTACT PERSON & PHONE NUMBER <i>Kevin Ruggs (405) 612-3915</i>			UNIT/SPACE	FLOOR/LEVEL <i>1</i>	VALUATION \$
LEGAL DESCRIPTION	BLOCK NO.	LOT NO.	SUBDIVISION		SET BACK REQUIRED <input type="checkbox"/> NO <input type="checkbox"/> YES #
			LANDSCAPE PLAN ENCLOSED <input type="checkbox"/> YES <input type="checkbox"/> NO		
<input checked="" type="checkbox"/> PROPERTY OWNER <input checked="" type="checkbox"/> BUSINESS OWNER OWNER NAME: <i>Kevin Ruggs</i> ADDRESS: <i>W. County Rd. 69</i> CITY: <i>Mulhall</i> STATE: <i>OK</i> ZIP: <i>73063</i> PHONE #: <i>(405) 612- [redacted]</i> FAX: <i>None</i> CELL PHONE #: <i>(405) 612- [redacted]</i> EMAIL ADDRESS: <i>ruggsconstruction@hotmail.com</i>			CONTRACTOR NAME: <i>Ruggs Construction</i> ADDRESS: <i>W. County Rd. 69</i> CITY: <i>Mulhall</i> STATE: <i>OK</i> ZIP: <i>73063</i> PHONE #: <i>(405) 612- [redacted]</i> FAX: <i>None</i> CELL PHONE #: <i>(405) 612- [redacted]</i> EMAIL ADDRESS: <i>ruggsconstruction@hotmail.com</i>		
Proposed Use: <i>Metal Building Store</i>	Describe Work: <i>New Construction</i>		Is building protected by an automatic fire sprinkler system? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Project area in square feet: <i>52,800</i>	This project includes: <i>None</i> <input type="checkbox"/> ELECTRICAL <input type="checkbox"/> MECHANICAL <input type="checkbox"/> PLUMBING/GAS <b>SEPARATE PERMITS REQUIRED</b>				
Water solution: Meter <i>None</i>	<input type="checkbox"/> New Meter: Size	<input type="checkbox"/> Existing	Sewer Solution: Tap <i>None</i>	<input type="checkbox"/> New Public Sewer Tap	<input type="checkbox"/> Existing Public Sewer
	<input type="checkbox"/> New Well	<input type="checkbox"/> Existing		<input type="checkbox"/> New Septic/Other	<input type="checkbox"/> Existing Septic
<b>UTILITY CONSTRUCTION PERMIT REQUIRED TO WORK IN RIGHT-OF-WAY CONTACT: COMMUNITY DEVELOPMENT (282-1110)</b>					
<p><b>NOTICE:</b> Application must include three copies of a site plan, floor plan &amp; all elevations drawn according to City standards. A roof plan indicating how the roof drains and plans of mechanical, electrical &amp; plumbing work are also required. Applicant must include structural and framing plans with calculations. The granting of a permit or approval of plans shall not be construed as permission to violate any federal, state or local laws. Special notice is hereby given that additional requirements, notices and regulations will be printed on the permit and plans and that all additional requirements, notices and regulations and all laws and ordinances governing this type of work will be complied with whether specified herein or not. Special notice is hereby given that the City of Guthrie does not guarantee compliance with the Americans with Disabilities Act. This permit becomes null and void if the authorized work or construction is not commenced, is suspended or abandoned after work is commenced, if no inspections are obtained within a 6 month period. This permit requires final inspections and a Certificate of Completion or Certificate of Occupancy.</p>					
I agree to abide by all laws and ordinances governing this type of work whether specified herein or not and hereby certify that I have read and examined this application and know the same to be true and correct.					
Signature: <i>[Signature]</i>			Printed Name: <i>Justin Small</i>		
Agent of: <input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Contractor			Date: <i>10-2-15</i>		

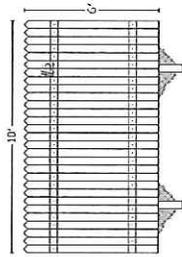
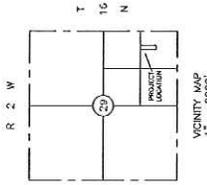
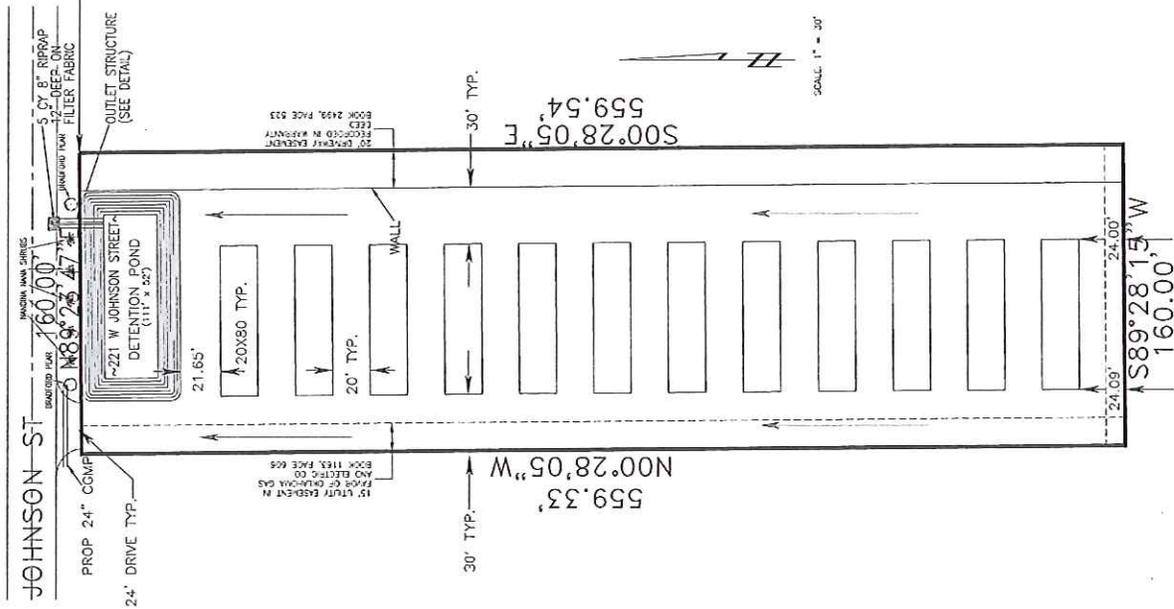
**Office Use Only**

Const. Type	Lot Size	Total Fees:	Flood Zone Official:
USC Type	Water system	\$ _____	Building Official:
# of Units	Sewer system	Plan Review:	Public Works/Engineering:
# of Stories	Zoning	\$ _____	Planning Official:
Max Occ.	Flood Zone? Yes _____ No _____	BALANCE DUE :	Fire Department:
Req. Parking		\$ _____	

# GUTHRIE MINI STORAGE

A PART OF THE SE/4 OF SEC 29 T-16-N, R-2-W, I.M.  
GUTHRIE, LOGAN COUNTY, OKLAHOMA

500' TO SECTION LINE



FENCE - DETAIL  
1' PANEL WOODEN PRIVACY FENCE



DEVELOPER  
BUGGS CONSTRUCTION, INC.  
7238 W COUNTY ROAD 60  
MULHALL, OK, 73083  
405 649-2424

SITE PLAN	
DATE: 11-14-14	SCALE: 1" = 30'
PROJECT: GUTHRIE MINI STORAGE	DATE: 11-14-14
DRAWN BY: W.J.M.	CHECKED BY: W.J.M.
DATE: 11-14-14	DATE: 11-14-14
SCALE: 1" = 30'	SCALE: 1" = 30'

GUTHRIE MINI STORAGE  
GUTHRIE ENGINEERS, L.L.C.  
10024 CA. No. 4141  
JULIA R. GUTHRIE  
10024 CA. No. 4141  
JULIA R. GUTHRIE  
10024 CA. No. 4141  
JULIA R. GUTHRIE





**LOGAN**

**Parcel Map and Account Listing**

Data provided by TISHA HAMPTON County Assessor

Date 10/02/2015

Time 09:53:44

Map Image



**Account List**

Account	Current Owner	Legal Description
420018957	SIMONTON, BROOK ANDREW & ANGELA	29-16N-02W TRACT SE4 SE4; BEG SE/C SE4 N 00D25'30" W 491.85' POB; S 89D21'59" W 331.65'; N 00D25'30" W 135'; N 89D21'59" E 206.65'; N 00D 25'30" W 50'; N 89D21'59" E 125'; S 00D25'30" E 185' POB
420020996	SIMONTON, BROOK ANDREW & ANGELA	29-16N-02W TRACT SE4 SE4; BEG SE/C SE4; N 00D25'30" W 491.85'; S 89D21'59" W 331.65' POB; N 00D25'30" W 135'; S 89D 21'59" W 332.70'; S 00D23'45" E 135'; N 89D21'59" E 322.70' POB
420022054	BENSON, ROBERT E. & MARIE J.	29-16N-02W TR W2 S2 SE4 SE4; BEG AT A POINT 290.4' N OF SE/C W2 S2 SE4 SE4; N 369.6'; W 150'; S 369.6'; E 150' TO POB FORMERLY GCT #206M



# LOGAN

## Parcel Map and Account Listing

Data provided by TISHA HAMPTON County Assessor

Date 10/02/2015

Time 09:53:44

Page : 2

### Account List

Account	Current Owner	Legal Description
<b>Account</b> 420018968 <b>ParcelID</b> 181290-000000-000000 <b>Situs</b> 00314 W TRIPLETT RD <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 5.0000 Acres	<b>Current Owner</b> BENSON, ROBERT E. & MARIE J.  308 W TRIPLETT RD GUTHRIE OK 73044-6651 <b>Book/Page</b> 1446-0196	29-16N-02W TRACT IN W2 S2 SE4 SE4; BEG PT S LINE OF SW4 SE4 SE4 SAID SEC DIS 230' W SE/C SW4 SE4 SE4 SAID SEC 29; N 290.4'; E 80'; N 369.6' TO N LINE SW4 SE4 SE4 SEC 29; W ALONG N LINE 435'; S 285'; E 123.2'; S 375' TO S LINE OF ABOVE DESCRIBED TRACT. F
<b>Account</b> 420003999 <b>ParcelID</b> 005640-000001-180000 <b>Situs</b> 04624 S LYNN <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> South Fillmore Add <b>Block/Lot</b> 0001 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> ZACHARY, THEODORE J.  4624 S. LYNN GUTHRIE OK 73044- <b>Book/Page</b> 2051-0669	SOUTH FILMORE LOT 1
<b>Account</b> 420004002 <b>ParcelID</b> 005640-000004-180000 <b>Situs</b> 04702 LYNN ST <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> South Fillmore Add <b>Block/Lot</b> 0004 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> FORD, RONNIE W. & ALVA LEE  4702 LYNN ST. GUTHRIE OK 73044-000C <b>Book/Page</b> 1557-0539	SOUTH FILMORE LOT 4
<b>Account</b> 420004003 <b>ParcelID</b> 005640-000005-180000 <b>Situs</b> 04712 LYNN ST <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> South Fillmore Add <b>Block/Lot</b> 0005 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> LANGUELL, GERALD L. & MARY JO  4712 S. LYNN DR. GUTHRIE OK 73044- <b>Book/Page</b> 2043-0167	SOUTH FILMORE LOT 5
<b>Account</b> 420020728 <b>ParcelID</b> 005640-000008-180000 <b>Situs</b> 04722 LYNN ST <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> South Fillmore Add <b>Block/Lot</b> 0008 <b>Lot Size</b> 2 Lots	<b>Current Owner</b> LUNN, ALEX T. & CAROLYN K.  4722 LYNN ST. GUTHRIE OK 73044- <b>Book/Page</b> 1882-0728	SOUTH FILMORE LOTS 8 & 9
<b>Account</b> 420018956 <b>ParcelID</b> 181290-000000-000000 <b>Situs</b> <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 1.8900 Acres	<b>Current Owner</b> SIMONTON, BROOK ANDREW & ANGELA  4807 S. SOONER RD. GUTHRIE OK 73044-000C <b>Book/Page</b> 2556-0179	29-16N-02W TR SE4; BEG 102' N NE/C S2 SE4 SE4; W 660'; S 270.5'; E 660'; N 270.5' POB LESS FOLLOWING TRACTS: (A) FROM SE/C SE4 N 00D 25'30" W 491.85' POB; S 89D21'59" W 331.65'; N 00D25'30" W 135'; N 89D21'59" E 206.65'; N 00D25'30" W 50'; N 89D21'59" E 125'. S
<b>Account</b> 420036231 <b>ParcelID</b> 181290-000000-000000 <b>Situs</b> 00217 JOHNSON DR <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 0.5200 Acres	<b>Current Owner</b> PARMENTER, JOSEPH & BARBARA  217 JOHNSON DR. GUTHRIE, OK 73044-000C <b>Book/Page</b> 2502-0017	29-16N-02W TR SE4: COM NE/C SE4 SE4; W 230'; S 00D03'40"W 468.79' TO POB; S88D45'40"W 270.07'; S00D03'40"W 83.37'; E 270'; N 00D03' 40" E 89.21' POB CONT
<b>Account</b> 420033936 <b>ParcelID</b> 181290-000000-000000 <b>Situs</b> 00205 JOHNSON DR <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 2.2100 Acres	<b>Current Owner</b> WOODMAN, JAMES F. & NAOMI L.  205 W. JOHNSON DRIVE GUTHRIE OK 73044-000C <b>Book/Page</b> 1367-0600	29-16N-02W TR IN SE4 SE4; BEG 230' W OF NE/C SE4 SE4; W 90'; S 178'; W 180'; S 296.63'; E 270.07'; N 468.79' TO POB SPLIT FROM A#18965
<b>Account</b> 420018965 <b>ParcelID</b> 181290-000000-000000 <b>Situs</b> 00215 JOHNSON DR <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 0.7400 Acres	<b>Current Owner</b> BENTON, GRETTA A. & TODD B.  1215 MOCKINGBIRD DRIVE GUTHRIE, OK 73044- <b>Book/Page</b> 2303-0719	29-16N-02W TR IN SE4 SE4; BEG PT 320' W NE/C SE4 SE4; W 180' S00D03'40" W 178'; E 180'; N 00D03'40"E 178' TO POB CONT .74 AC MOL



# LOGAN

## Parcel Map and Account Listing

Data provided by TISHA HAMPTON County Assessor

Date 10/02/2015  
Time 09:53:45

Page : 3

### Account List

Account	Current Owner	Legal Description
<b>Account</b> 420018958 <b>ParcelID</b> 181290-000000-000000 <b>Situs</b> 04607 S DIVISION <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 3.3100 Acres	<b>Current Owner</b> S & M ASSETS, LLC  210 N. BUFFALO AVE. GUTHRIE OK 73044-000C <b>Book/Page</b> 2502-0435	<b>Legal Description</b> 29-16N-02W TRACT IN NE4 SE4; BEG PT 66' W & 20' N SE/C OF NE4 SE4 SEC 29; W 375'; N 425'; N & E TO A PT 500' N OF POB; S 500' TO POB LESS TR BEG PT W ROW HWY 77, 20' N S LINE & 66' W OF E LINE SE4 NE4 SE4; N ALONG ROW 500'; S 78D43'28" W 68 42" S 0D24'22" W
<b>Account</b> 420020526 <b>ParcelID</b> 181290-000000-000000 <b>Situs</b> 00216 JOHNSON DR <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 0.9300 Acres	<b>Current Owner</b> SHIPLEY, GRACE E.  216 JOHNSON DRIVE GUTHRIE OK 73044 <b>Book/Page</b> 2253-0598	<b>Legal Description</b> 29-16N-02W TR NE4 SE4; BEG SE/C NE4 SE4; W 441' POB; N 445' W 91.75'; S 445'; E 91.75' TO POB
<b>Account</b> 420020527 <b>ParcelID</b> 181290-000000-000000 <b>Situs</b> 00224 JOHNSON DR <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 0.9300 Acres	<b>Current Owner</b> WASHBURN, PHILLIP R. &  LISA G. PULLER 1805 E. LINCOLN AVE. GUTHRIE OK 73044- <b>Book/Page</b> 1921-0233	<b>Legal Description</b> 29-16N-02W TR NE4 SE4; BEG SE/C NE4 SE4; W 532.75' TO POB; N 445'; W 91.75'; S 445'; E 91.75' TO POB
<b>Account</b> 420020555 <b>ParcelID</b> 181290-000000-000000 <b>Situs</b> 00302 JOHNSON DR <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 0.9000 Acres	<b>Current Owner</b> DEWART, MARSHA  302 JOHNSON DR. GUTHRIE OK 73044- <b>Book/Page</b> 1773-0134	<b>Legal Description</b> 29-16N-02W TR NE4 SE4 SE4; FROM THE SE/C NE4; W 624.21' TO POB; N 445'; S 67 DEG 19'19"W A DIST 99.17'; S 407.74'; E 91.75' TO POB FORMERLY GCT #201C
<b>Account</b> 420020612 <b>ParcelID</b> 181290-000000-000000 <b>Situs</b> <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 0.8200 Acres	<b>Current Owner</b> CORDRAY, LARRY VAN II  310 JOHNSON DRIVE GUTHRIE, OK 73044- <b>Book/Page</b> 2306-0711	<b>Legal Description</b> 29-16N-02W TRACT NE4 SE4; FROM SE/C NE4 SE4; S 89D23'32" W 715.96' POB; N 00D22'00" W 407.74'; S 67D19'19" W 99.17'; S 00D22'00" E 370.47'; N 89D23'32" E 91.75' POB
<b>Account</b> 420018976 <b>ParcelID</b> 181290-000000-000000 <b>Situs</b> 00404 JOHNSON DR <b>Sec/Twn/Rng</b> 29-16N-2W <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 4.0000 Acres	<b>Current Owner</b> ALLMON, MICKEY G. & JERI GAYLE  404 JOHNSON DR. GUTHRIE OK 73044- <b>Book/Page</b> 2060-0136	<b>Legal Description</b> 29-16N-02W BEG NW/C SE4; S 00D18'30" E 952.28'; N 89D24'18" E 1337.71' POB S 0D22'00" E 370.47'; N 89D24'32" E 235.16'; N 00D22'00" W 370.47'; S 89D24'18" 235.16' POB FORMERLY GCT #206J AND TR COM AT NW/C SE4; S 00d18'30" E 952.28'; N 89D24'18" E 1572.87' POB; S



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: Public Hearing

**Date of Meeting**

November 17, 2015

**Contact**

Cody Mosley,  
Community & Economic  
Development Director

**Agenda Item**

Public hearing, discussion and possible action on Final Plat for Canyon Bluff Estates.

**Summary**

Consideration of approving Phase VI of Canyon Bluff Estates was heard before the Guthrie Planning Commission on November 12, 2015. The preliminary was recommended by the Guthrie Planning Commission unanimously, and there are no changes to the Final Plat. Notice was sent to neighbors within 300 feet along with notification in the Guthrie News Leader on October 24, 2015. This is the sixth phase of the Planned Unit Development (PUD) with complimentary zoning.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
<b>Account Number</b>	<input type="text"/>		
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <input type="text"/>

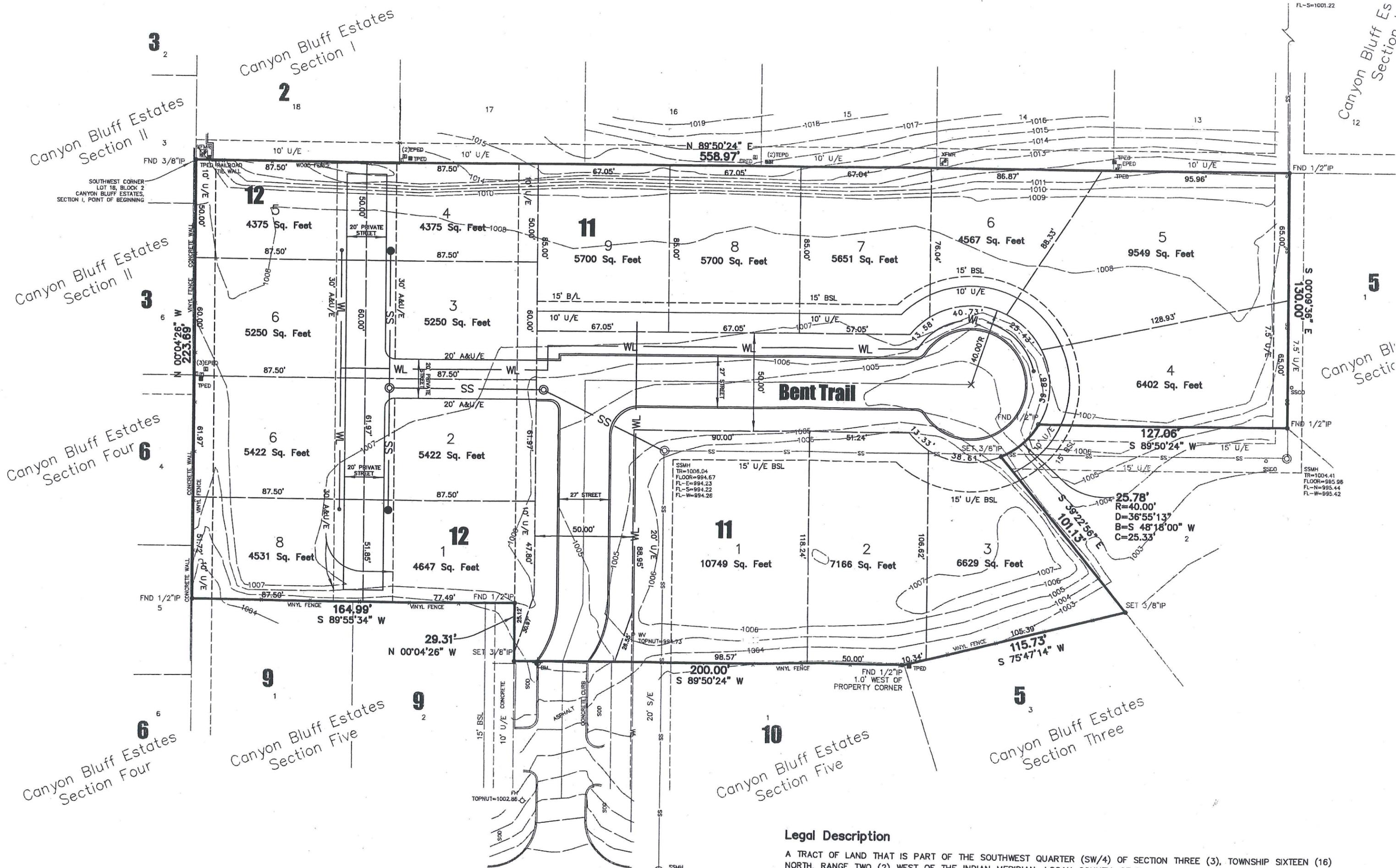
**Supporting documents attached**

- Final Plat
- Planning Report – November 12, 2015

**Recommendation**

Approve the Final Plat of Canyon Bluff Estates Phase VI.

**Action Needed**       Public Hearing       Motion       Emergency Clause



**Legal Description**

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THREE (3), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, LOGAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT THAT IS THE SOUTHWEST CORNER OF LOT 18, BLOCK 2, CANYON BLUFF ESTATES SECTION 1, AN ADDITION IN LOGAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT...

SSMH TR=996.87  
 FL-N=996.85  
 November 17, 2015

# PLANNING REPORT

**To:** Chairman and Members of the Planning Commission  
**From:** Cody Mosley, Community & Economic Development Director  
**Date:** October 22, 2015  
**Subject:** Consideration to recommend approval of preliminary and final plat for Canyon Bluff Phase VI

## **GENERAL INFORMATION:**

**Applicant:**  
Doug Powell

**Owner:**  
Same

**Requested Action:**  
Consideration to recommend approval of preliminary and final plat for Canyon Bluff Phase VI

**Description:**  
Phase VI of Canyon Bluff Estates

**Surrounding Land Use and Zoning:**  
R-5, PUD

**Special Information:**  
Application #2015-20113287 seeks recommendation to approve a preliminary and final plat for Canyon Bluff Phase VI

**Transportation:** N/A

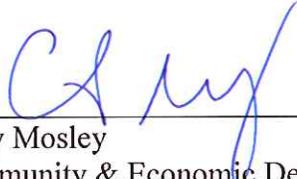
**Utilities Available:** Water, Electric, Sewer

**History:** N/A

**Notification:**

Notice was published in the Guthrie News Leader on October 24, 2015, and 49 letters mailed to property owners within 300 feet of the subject property.

Respectfully Submitted,



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Cody Mosley  
Community & Economic Development Director



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

November 17, 2015

Contact

Bruce Johnson,
City Manager

Agenda Item

Discussion and possible action on Response Service Agreement between the City of Guthrie and Environmental Management, Inc. (EMI).

Summary

The proposed agreement is a renewal for an additional four years beginning September 24, 2015, through September 24, 2019. EMI has provided this Service Agreement for the City of Guthrie and the Guthrie-Edmond Regional Airport since 2007. The Environmental Protection Agency (EPA) requires that "any facility that stores oil and oil-containing products of a certain size" have a specific emergency response Spill, Prevention, Control and Countermeasures (SPCC Plan). One requirement of the SPCC Plan is to have containment equipment and personnel available should a spill occur; an agreement with EMI satisfies this requirement. To date, there have been no documented oil spills at the airport. The SPCC Plan identifies containment and disposal elements which limit our exposure to costly discharge scenarios. There is no charge by EMI unless their services are needed.

Funding Expected Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number 98-98-00-6112 Amount To Be Determined
Legal Review N/A Required Completed Date: For Renewal

Supporting documents attached

- Environmental Response Service Agreement for City of Guthrie and Guthrie-Edmond Regional Airport
City of Guthrie Extension of Agreement

Recommendation

Approve the Environmental Management, Inc. Response Service Agreement

Action Needed Public Hearing Motion Emergency Clause



**Environmental  
MANAGEMENT**

# RESPONSE SERVICE AGREEMENT

By and Between

ENVIRONMENTAL MANAGEMENT, INC.  
P.O. Box 700  
Guthrie, Oklahoma 73044

and

City of Guthrie, OK  
101 N 2nd  
Guthrie, OK 73044

for an environment we can all live with today & tomorrow

# Response Agreement For Response Services

This Agreement made this 24 day of Sept., 2007 between Environmental Management, Inc. hereinafter referred to as Environmental Management, an Oklahoma Corporation with its principal offices located at 5200 Northeast Highway 33, Guthrie, Oklahoma and, City of Guthrie, OK hereinafter referred as City of Guthrie, an Oklahoma Corporation with its principal offices located at 101 N 2<sup>nd</sup> Guthrie, OK 73044.

## RECITALS

WHEREAS, City of Guthrie may, from time to time, require emergency response Services; and whereas, Environmental Management will be able to provide such environmental services as the two parties, intending to be legally bound, do agree as hereinafter set forth.

## Article I. Scope of Work

1.1 The services to be performed, by Environmental Management shall be determined at the time City of Guthrie requests Services or as requested by an agency, (i.e. fire dept., highway patrol), etc. on behalf of City of Guthrie as further detailed in Article II "Administration" and as authorized or modified by one of the authorized persons listed by City of Guthrie in Attachment B of this document. Environmental Management acknowledges and agrees that City of Guthrie may expand, modify, and/or discontinue Environmental Management's Services entirely at City of Guthrie's discretion. If such changes result in an increase or decrease in costs, these cost adjustments will be included in the final invoice. However, in the case of discontinuance, both parties acknowledge and agree that appropriate demobilization charges may still apply.

1.2 Environmental Management will be readily available to provide emergency response and waste management Services on a 24-hour per day, seven day a week basis. Environmental Management will utilize its own resources to the extent practical.

1.3 This Agreement shall not obligate City of Guthrie to purchase Services from Environmental Management, but establishes the general terms and conditions under which Environmental Management shall provide Services.

## Article II. Administration

2.1 City of Guthrie shall request Services of Environmental Management by telephone during any 24-hour period at (800) 510-8510 or (405) 282-8510.

2.2 Environmental Management warrants that it is properly licensed and has the requisite skills, and related expertise to provide the Services described or reasonably implied in any Work Authorization issued under this agreement.

2.3 In the event City of Guthrie desires Environmental Management to perform Services, a person authorized by City of Guthrie in Exhibit B shall initiate services by calling Environmental Management at the telephone number shown in Section 2.1 above and providing such information as is available; identifying the preliminary scope, location and nature of the Services being requested. Initial information should include location and amount of substance released, chemical name, trade name, telephone number and name of City of Guthrie on-scene representative.

2.4 In any emergency affecting the safety of persons or property, Environmental Management shall act, at its discretion, to prevent threatened damage, injury or loss. Any such actions must be prudent, cost effective and justifiable.

### **Article III. Environmental Management's Responsibilities**

3.1 Both parties agree that Environmental Management's responsibilities will be as follows:

3.2 To the extent practical, Environmental Management will provide all labor, supervision, materials, tools, equipment, and items necessary for the performance of the requested Services, unless otherwise specified herein or agreed to in writing between the parties.

3.3 Environmental Management shall give all required notices and perform the Services in conformance with this Agreement, and in compliance with all applicable federal, state, and local laws, executive orders, rules, regulations and ordinances, unless otherwise specified and agreed. Environmental Management shall secure all permits and governmental approvals, licenses and inspections necessary for proper execution and completion of the Services provided by Environmental Management.

3.4 Environmental Management shall be responsible for payment of all applicable taxes covering its employees including, but not limited to, withholding, social security deductions and unemployment taxes resulting from revenues generated hereunder.

3.5 The performance of Emergency Response work is, by its very nature, inherently dangerous and may involve exposure to reactive, flammable, volatile or otherwise hazardous substances or wastes. In recognition of this, while its employees or subcontractors are on the site of the emergency incident, Environmental Management shall maintain strict discipline and perform all Services in strict compliance with all applicable federal, state and local laws, rules and regulations, as well as, health and safety and environmental regulations and standards including, without limitation, the requirements of the Fair Labor Standards Act, the Occupational Safety and Health Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act and the Hazardous Materials Transportation Act.

3.6 Environmental Management warrants that its conduct of Services under this Agreement will conform to the standards of care, skill, and diligence normally observed by professionals in the performance of similar Services as of the time it provides such Services.

3.7 Environmental Management shall erect and properly maintain, as required by the conditions and progress of the Services, all necessary safeguards for the protection of its employees and the general public. City of Guthrie agrees to require its employees, other contractors, and agents to abide by all applicable Environmental, Health and Safety Laws, and to comply with all reasonable requests and directions of Environmental Management to eliminate or abate safety hazards that may affect Environmental Management's employees, subcontractors, agents or activities at the project site.

3.8 If during the course of providing any Services, Environmental Management encounters unforeseen hazardous substances or other unforeseen conditions that significantly impact or may impact the Services, Environmental Management will promptly notify City of Guthrie before proceeding with the Additional Services. After notifying City of Guthrie, Environmental Management may:

- a. Upon approval, complete the original scope of the Services in accordance with the procedures of the original Services; or
- b. Agree with City of Guthrie to modify the scope of Services to address the previously unforeseen conditions or occurrences, such revisions to be in writing, signed by the parties.

3.9 Environmental Management shall keep such full and detailed records as may be necessary to reflect:

- a. Proper financial management under this Agreement;
- b. The Services performed at the project site, including, hourly logs, daily personnel sheets, on site logs, photographs and investigative reports and when applicable reports of all testing and sampling performed by Environmental Management. All such records and documents required by Section 6.7 will be supplied by Environmental Management to support each invoice.

3.10 Environmental Management shall immediately, or as soon as practical, report to City of Guthrie all accidents involving personal injury or property damage arising out of, or in connection with, the performance of the Services required herein.

3.11 Any written report requested by any federal, state, or local regulatory agencies relative to the Services performed under this Agreement shall be provided to City of Guthrie such that City of Guthrie may forward to the proper agency.

#### **Article IV. City of Guthrie Responsibilities**

4.1 Before beginning the Services, City of Guthrie will designate to Environmental Management, a representative who is acquainted with the Services, and can approve changes in the scope of the Services on behalf of City of Guthrie, render decisions promptly, furnish information expeditiously and in a manner sufficient to meet the time schedule to complete the Services.

4.2 City of Guthrie shall provide the best available information verbally and/or in writing, regarding its requirements for the Services, the location, on site contact and telephone number, and site description, the environmental, geologic and geotechnical conditions, any known health or safety hazards at the site and shall timely transmit to Environmental Management any new or additional information which becomes available or any change in plans.

### Article V. Terms of Agreement

5.1 The term of this Agreement shall be one (1) year and shall automatically renew in successive one (1) year periods for a total of four (4) years. Either party may cancel said Agreement by giving ninety (90) days written notice of cancellation to the other party at the address contained in Section 13.5. Cancellation notice shall be given ninety (90) days in advance or the Agreement shall automatically renew until the total of four (4) years is reached. When the total of four years is completed, a new contract will be negotiated.

### Article VI. Compensation

6.1 For the Services performed pursuant to Article I, Environmental Management shall charge City of Guthrie on a time and materials basis in accordance with the terms and rates set forth in this Agreement and Environmental Management's rate schedule found in Exhibit A. Environmental Management may revise its rate schedule upon 30 days written notice; no such rate revision shall apply to Services requested prior to the effective date of the change.

6.2 All invoices will be due and payable thirty (30) days after receipt by City of Guthrie, with 1.5 percent interest per month to accrue fifteen (15) calendar days beyond the payment date for each unpaid invoice, except that interest will not accrue for any disputed amount so long as the balance of the invoice is paid within the forty-five (45) day time frame. Any unpaid amount reaching ninety (90) days may constitute work stoppage until paid in full.

6.3 City of Guthrie shall, within seven (7) business days of receipt of an invoice, communicate in writing to Environmental Management any invoice errors, discrepancies, or disputes. The written notice must specifically state the portion in dispute and describe the dispute in such detail that Environmental Management has full notice of dispute. City of Guthrie hereby agrees that failure to provide such written notice within seven (7) business days of the invoice date constitutes waiver of any such dispute. If such communication is not made within this seven day period, the invoice will be deemed to be approved and shall be paid. If an error, discrepancy or dispute is identified, then the parties will endeavor to resolve it within an additional four (4) days. If no resolution is made within this time, the disputed amount will be excepted from the total invoice amount. The balance of the invoice shall be deemed approved and City of Guthrie shall promptly pay such portion.

6.4 Invoices setting forth the charges incurred will be submitted to City of Guthrie at least every 45 days or within 45 days of completion of the Service. City of Guthrie shall send payment to Environmental Management at the following address:

Environmental Management, Inc.  
P. O. Box 700  
Guthrie, OK 73044  
ATTN: Accounts Receivable

6.5 It is agreed and understood by Environmental Management that its invoices will be supported by such documentation, including photographs and/or digital images, daily logs, daily personnel sheets, onsite logs, and or project/field notes, waste profiles, analytical reports, waste disposal documents, and other such documentation necessary to support charges included on each invoice. Each invoice and all supporting documentation shall reference the applicable City of Guthrie Purchase Order Number, if issued.

**Article VII. Insurance**

7.1 Environmental Management shall carry, during the term of this Agreement, the minimum insurance coverage set forth below:

COVERAGE	LIMITS
Worker's Compensation	Statutory
Employer's Liability Limits	\$1,000,000.00 per each accident for bodily injury by accident \$1,000,000.00 each employee for bodily injury by disease \$1,000,000.00 policy limit for disease
Comprehensive General Liability Limits	\$1,000,000.00 combined single (Bodily Injury & Property Damage) limit \$2,000,000.00 policy aggregate \$1,000,000.00 completed operations and products liability aggregate
Automobile Liability	\$1,000,000.00 combined single (Bodily Injury & Property Damage) limit
Contractor's Pollution Liability Limits	\$1,000,000.00 per accident \$1,000,000.00 aggregate
Commercial Umbrella Limits	\$4,000,000.00 occurrence limit \$4,000,000.00 aggregate limit

7.2 Environmental Management agrees to furnish insurance certificates showing compliance with requirements of this section to City of Guthrie upon request and will name City of Guthrie as certificate holder. Environmental Management further agrees to furnish renewal certificates within ten (10) days after expiration of any such certificates. Each contract of insurance and certificate of insurance shall provide that said insurance shall not be cancelled or materially altered until at least thirty (30) days after written notice is received by City of Guthrie.

## Article VIII. Indemnification

8.1 Environmental Management hereby agrees to fully indemnify, defend and hold harmless City of Guthrie, its officers, directors, employees, shareholders, subsidiaries, affiliates, and/or agents from and against any and all claims, demands, actions, liability, damages, penalties, costs, expenses, proceedings or investigations, whether judicial or administrative in nature (including, without limitation, costs of defense, settlement and reasonable attorneys' fees) (hereinafter referred to as the "Claims") which Environmental Management or City of Guthrie may incur, become responsible for, or pay as a result of:

- a. Any breach of any provision of this Agreement by Environmental Management or its employees, contractors, subcontractors, or agents, including, without limitation, the failure of any representation of Environmental Management to be true and accurate;
- b. Any violation of any environmental, health and safety laws or other applicable laws or regulations by Environmental Management or its employees, contractors, subcontractors, or agents; and/or
- c. Any negligent act or omission or willful misconduct by Environmental Management or its employees, contractors, subcontractors, or agents.

8.2 City of Guthrie hereby agrees to fully indemnify, defend and hold harmless Environmental Management, its officers, directors, employees, shareholders, subsidiaries, affiliates, and/or agents from and against any and all claims, demands, actions, liability, damages, penalties, costs, expenses, proceedings or investigations, whether judicial or administrative in nature (including, without limitation, costs of defense, settlement and reasonable attorneys' fees) (hereinafter referred to as the "Claims") which City of Guthrie or Environmental Management may incur, become responsible for, or pay as a result of:

- a. Any breach of any provision of this Agreement by City of Guthrie or its employees, contractors, subcontractors, or agents, including, without limitation, the failure of any representation of City of Guthrie to be true and accurate;
- b. Any violation of any environmental, health and safety laws or other applicable laws or regulations by City of Guthrie or its employees, contractors, subcontractors, or agents; and/or
- c. Any negligent act or omission or willful misconduct by City of Guthrie or its employees

## Article IX. Confidentiality

9.1 Environmental Management, including all officers, directors, and employees, shall treat all business information furnished as confidential and proprietary. Any information whether verbal or written, or any description whatsoever, including any technical information which may come within the knowledge of the parties, their officers, or their employees in the performance of this Agreement, shall not be disclosed, without, in each instance, securing the prior consent of the other party.

9.2 Environmental Management shall treat as confidential and shall not disclose to others, except as required by law, any information relating to the chemical composition and quantity of materials dealt with under this Agreement.

9.3 Nothing contained within this Article shall prevent either Environmental Management or City of Guthrie from disclosing to others or using, in any manner, information which either party can show as being public domain or in either parties possession prior to the project.

9.4 In the event either party shall be required by subpoena, court or administrative order (hereinafter "The Order") to disclose any of the information deemed by this Agreement to be confidential and/or proprietary, that party shall give immediate written notice to the other party.

9.5 City of Guthrie agrees not to hire any employee of Environmental Management during the term or any extension of this Agreement. This clause shall survive the termination of this Agreement by one (1) year.

9.6 City of Guthrie agrees that during the term of this Agreement and for a period of one (1) year after termination of this Agreement, or completion of the Services, whichever occurs later, City of Guthrie shall neither directly nor indirectly, approach nor utilize any subcontractor of Environmental Management utilized on a City of Guthrie project.

### **Article X. Delegation and Assignment**

10.1 Environmental Management may subcontract any portion of the Services, and, may delegate the performance of the Services that are by this Agreement undertaken. Any such delegation or subcontract does not operate to relieve Environmental Management of its responsibilities in accordance with this hereunder; and notwithstanding any such delegation, Environmental Management shall remain obligated to City of Guthrie in these undertakings. Environmental Management will obligate any contractor or subcontractor to abide by the terms in this Agreement to the extent practicable.

### **Article XI. Independent Contractor**

11.1 It is the express intent of both parties hereto that Environmental Management is not an employee of City of Guthrie for any purpose, but is an independent contractor for all purposes and in all situations.

### **Article XII. Resolution of Disputes**

12.1 In addition to any remedies the parties may have at law, equity, or otherwise, the parties may, by mutual agreement, choose to resolve any dispute arising under this Agreement through Alternative Dispute Resolution (ADR) Procedures, or, through arbitration conducted in accordance with Construction Industry Arbitration Rules of the American Arbitration Association.

### **Article XIII. Additional General Provisions**

13.1 Waiver – Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement. The

failure of either party to insist upon strict compliance with any provision of this Agreement in any one or more instances shall not be construed as a blanket waiver or relinquishment of the right to insist upon strict compliance with such provision in the future.

13.2 Construction – The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the state where the Service is performed or performable. City of Guthrie and Environmental Management mutually agree to submit to the exclusive jurisdiction and venue of any federal, state, or local court having a situs within the state where the Service is performed with respect to any dispute, claim or suit, whether directly or indirectly arising out of or relating to this Agreement or the obligation of either party hereunder. All paragraph headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

13.3 Severability – If any section, subsection, sentence, or clause of this Agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of this Agreement as a whole or of any section, subsection, clause, or sentence hereof not so adjudged.

13.4 Successors and Assigns – The covenants and agreements contained in this Agreement shall apply to, inure to, the benefit of and be binding upon, the parties hereto and upon their respective successors and assigns.

13.5 Notices – All notices, communication or statement required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when delivered in person, sent by registered or certified mail, postage prepaid return receipt requested, to the address of the respective parties below:

City of Guthrie, Oklahoma  
101 N 2nd  
Guthrie, OK 73044  
Attn: City Manager

Environmental Management, Inc.  
P.O. Box 700  
Guthrie, OK 73044-0700  
Attn: Terry D. Bobo

Either party may, by written notice to the other, change the address and names given above.

13.6 Records Retention – Environmental Management shall maintain a complete set of records pertaining to Services performed under this Agreement for a period of two (2) years following completion of the Services. Upon reasonable notice, City of Guthrie may audit all such records as well as inspect Environmental Management's facilities at any time during the term of this Agreement or during the two (2) year records retention period following completion of Services.

13.7 Rights to Plans and Specifications - All drawings, specifications, reports, summaries and other technical information developed pursuant to this Agreement shall become the property of Environmental Management and City of Guthrie.

13.8 Complete Agreement – This Agreement and any Attachments to this Agreement represent the entire understanding and agreement between the parties except to the extent additional or supplemental terms may be included in specific change orders signed by both parties with respect to the Services specified in such orders. Modification or changes to this Agreement shall be in writing and shall be signed by City of Guthrie and Environmental Management.

13.9 Amendments – This Agreement may be amended, modified or changed only by a written amendment to the Agreement signed by both parties. Additional or different terms or any attempt by either party, through a Purchase Order, or other document, to vary in any degree from any of the terms of this Agreement shall be deemed material and shall be rejected, unless this provision is expressly waived by Environmental Management.

13.10 Termination for Convenience – City of Guthrie shall have the right to terminate any Services being performed by Environmental Management at City of Guthrie's convenience; in which case, Environmental Management shall be paid for all Services performed prior to such termination plus demobilization and any costs demonstrated by Environmental Management to be irrevocably committed to perform such Services prior to said termination.

13.11 Force Majeure - In the event Environmental Management is unable to meet its obligations under this Agreement, due to causes beyond its reasonable control, including but not limited to: acts of God, fires, floods, explosion, war, compliance with law, regulatory interference, delay, insurrection, labor strikes, adverse weather conditions not reasonably anticipated, the obligations of the party affected by the force majeure condition shall, to the extent they cannot be met, be suspended for the duration of same; provided however, that the parties shall make all reasonable efforts to continue to meet their obligations for the duration of the force majeure condition; and provided further, that the party declaring force majeure shall notify the other party promptly in writing of the nature of the force majeure condition, the suspension of any obligations owing to the force majeure condition and when the condition is terminated. It is further agreed that no claims shall be made or allowed for any damages or additional compensation which may arise out of any delay caused by the above-referenced acts or occurrences, other than claims for the appropriate extension of time.

13.12 Payable Invoice - A payable invoice is defined as an invoice that is administratively correct, supported by such documentation, including photographs and or digital images, daily logs, daily personnel sheets, onsite logs, or project report / field notes, waste profiles, analytical reports, waste disposal documents, and other such documentation necessary to support charges included on each invoice. Each invoice and all supporting documentation shall reference the applicable Purchase Order Number cited on the Work Authorization if issued.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their respective names at the date of signing. Acceptance of services under this agreement acknowledges acceptance of all conditions and terms stated above.

**City of Guthrie, Oklahoma**

**Environmental Management, Inc.**

By: Chuck Burtcher

By: Terry Bobo

Printed Name: Chuck Burtcher

Printed Name: Terry Bobo

Title: Mayor

Title: President

Date: 8/7/07

Date: 9/24/07

Attachment A  
**Environmental Management, Inc.**  
 Remedial Unit Rate Schedule

PERSONNEL	Unit	8 am - 5 pm (M-F) Rates	Overtime Rates	Holiday Rates
Senior Project Manager	Hourly	\$137.00	\$137.00	\$195.00
Safety/Compliance Officer	Hourly	\$95.00	\$95.00	\$135.00
Project Manager	Hourly	\$105.00	\$105.00	\$160.00
Coordinator	Hourly	\$95.00	\$95.00	\$135.00
Supervisor	Hourly	\$65.00	\$97.00	\$115.00
Operator/CDL Driver	Hourly	\$55.00	\$82.00	\$100.00
Technician	Hourly	\$45.00	\$67.00	\$90.00
per Diem	Daily/Person	\$100.00	or cost, whichever is greater	
Daily Hydration Maintenance	Daily/Person	\$10.00	or cost, whichever is greater	
Administration	Hourly	\$40.00		

NOTE: Hourly rates apply to travel and operation time. Standard equipment on response units is only charged on a use basis. All equipment specifically requested shall be charged on a time-available basis. Hourly rates for equipment apply. Portal to portal. Based on fuel costs, a fuel surcharge will apply to equipment.

**EQUIPMENT and SUPPLIES**

**Rate**

Pickup/Automobile	\$70.00 / day + .50 / mile
Trailer, Rapid Response	\$360.00 / day
Trailer, Haul/Dump or Pindle Hook	\$200.00 / day
Truck, Response (1 ton)	\$130.00 / day + .75 / mile
Truck, Straight Frame Roll-off or Box	\$85.00 / hour
Tractor Trailer Roll-off	\$90.00 / hour
Tanker, 6000 gal SS Vacuum w/tractor	\$90.00 / hour (+ clean-out time & materials)
Truck SuperVac 3000 gallon	\$100.00 / hour (+ clean-out time & materials)
Tanker SuperVac 5400 gallon w/tractor	\$145.00 / hour (+ clean-out time & materials)
Backhoe/Front-end Loader	\$55.00 / hour Delivery
Skid Steer Loader w/bucket/forks	\$45.00 / hour Delivery
Skid Steer Loader w/sweeper	\$80.00 / hour Delivery
Track Excavator BR195 w/ blade & thumb	\$100.00 / hour Delivery
Track Excavator JD120 w/ blade & thumb	\$90.00 / hour Delivery
Track Excavator BR150 w/blade & thumb	\$95.00 / hour Delivery
Track Excavator KH191 w/ blade & thumb	\$55.00 / hour Delivery
Pump - 2" Centrifugal Trash	\$135.00 / day + cost to rebuild, if necessary
Pump - 2" Centrifugal Acid	\$300.00 / day + cost to rebuild, if necessary
Pump - 2" Diaphragm/air driven chemcoated w/hoses	\$325.00 / day + cost to rebuild, if necessary
Pressure Washer/Steam Cleaner on trailer w/tank	\$285.00 / day or \$40 / hour
Power Broom	\$135.00 / day
PPE - Level D - (Boots, gloves, glasses, hard hat & reflector vest)	\$35.00 / each
PPE - Level D Modified (Level D + Tyvek	\$85.00 / each
PPE - Level C	\$195.00 / each
PPE - Level B	\$295.00 / each
PPE - Level A	\$295.00 / each + suit cost + 17%
If coated Tyvek on Level D or C add	\$30.00 / each
If Saranex on Level C or B add	\$38.00 / each
OVA/PID Combination Unit	\$300.00 / day
PID Unit	\$250.00 / day
pH Portable Monitor	\$100.00 / day
TPH/LEL Analyzer (Gas-tech)	\$200.00 / day
Subcontractors/Expendables/Travel	Cost +17%
Light Plant	\$285.00 / day + fuel

Payment terms are net 10 days from date of invoice; 1.5% Service Charge per month after 30 days.



## EXTENSION OF AGREEMENT

The Response Service Agreement for Environmental Services, dated September 24, 2007 between Environmental Management, Inc. with its principal offices located at P.O. Box 700, Guthrie, OK 73044 and City of Guthrie with its principal offices at 101 N 2nd, Guthrie, OK 73044 expired, per Article V. Terms of Agreement 5.1.

Environmental Management, Inc. and City of Guthrie wish to extend The Response Service Agreement for Environmental Services in its entirety for additional 4 years ending September 24, 2019.

**Environmental Management, Inc.**

**City of Guthrie**

Damon Yost  
By

\_\_\_\_\_  
By

Damon Yost

**Printed Name:**

\_\_\_\_\_  
**Printed Name**

Emergency Response Manager

**Title:**

\_\_\_\_\_  
**Title**

November 4, 2015

**Date**

\_\_\_\_\_  
**Date**



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**

November 17, 2015

**Contact**

Maxine Pruitt,  
Municipal Services Director

**Agenda Item**

Discussion and possible action of Resolution No. 2015-21 for Bridge Inspections on the fourteen (14) bridges that fall within the responsibility of the City of Guthrie.

**Summary**

As required by the Oklahoma Department of Transportation (ODOT) the City of Guthrie chose three (3) engineers from the list of prequalified engineers that was provided by ODOT and set telephone interviews.

The three (3) companies chosen were CEC Corporation; H. W. Lockner; and Ollar and Ollar Engineering. ODOT provided a list of interview questions and a rating system for the interviewers. The Municipal Services Director, Streets Superintendent, Administrative Secretary and a Street Crew Member formed the committee who conducted the telephone interviews on November 12, 2015. Each committee member rated the companies, and with the combined totals CEC Corporation rated the highest.

ODOT requires a resolution to be approved by the City of Guthrie’s governing body.

**Funding Expected**      \_\_\_\_\_ Revenue      \_\_\_\_\_ Expenditure       N/A

**Budgeted**      \_\_\_\_\_      \_\_\_\_\_ No       N/A

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

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

**Supporting documents attached**

- Resolution No. 2015-21

**Recommendation**

Approve Resolution No. 2015-21 for Bridge Inspections for the City of Guthrie.

**Action Needed**      \_\_\_\_\_ Public Hearing       Motion      \_\_\_\_\_ Emergency Clause

**RESOLUTION NO. 2015-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF GUTHRIE CONCERNING BRIDGE INSPECTION  
RESPONSIBILITY BY LOCAL GOVERNMENT FOR COMPLIANCE  
WITH NATIONAL BRIDGE INSPECTION STANDARDS.**

Bridge Inspection Contracts for 2016 to 2018

**WHEREAS**, the Guthrie City Council has the responsibility of bridge maintenance safety inspections;

**WHEREAS**, the Guthrie City Council has the following options:

- 1) Select one of ODOT's prequalified engineering firms
- 2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).
- 3) Use the same consultant as Logan County.
- 4) Let ODOT make your selection.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Guthrie, Oklahoma, that: The City of Guthrie desires to choose option # 1 and to contract with:

<u>Name</u>	<u>CEC Corporation</u>
<u>Address</u>	<u>4555 W. Memorial Road</u> <u>Oklahoma City, Oklahoma 73142</u>

As the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Guthrie, Oklahoma, on the \_\_\_ day of \_\_\_\_\_, 2015 after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et seq.).

\_\_\_\_\_  
Steven J. Gentling, Mayor

ATTEST: (Seal)

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kim Biggs, City Clerk



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: November 17, 2015, Contact: Bruce Johnson, City Manager

Agenda Item

Discussion and possible action of Resolution No. 2015-22, allowing the City Manager, City Attorney, and Logan County Economic Development Council to negotiate a lease agreement with Oklahoma State University and the OK 4-H Foundation for recreational and ATV trails, facility, and programs, and authorizing the Mayor to execute the agreement.

Summary

On February 3, 2015, the 62nd City Council approved a motion in support of an agreement allowing ATV Ride Safe Oklahoma, a program through Oklahoma State University 4-H Youth Development, to construct an ATV Instruction Course on land owned by the City of Guthrie near the rodeo arena and Mineral Wells Park. This motion served as letter of support for a Recreational Trails Program grant application to help fund the project and did not secure final contract of the land.

On June 30, 2015, the OK 4-H Foundation received a letter tentatively approving the grant for funding. To proceed with the project, a lease agreement is necessary between the affected parties to allow official use of the land.

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

Supporting documents attached

- Resolution No. 2015-22
Site Maps (3)
Tentative Grant Approval Letter
ATV Ride Safe Program Information

Recommendation

Approve Resolution No. 2015-22.

Action Needed: Public Hearing, X Motion, Emergency Clause

**RESOLUTION NO. 2015-22**

**A RESOLUTION ENTERING INTO A LEASE AGREEMENT WITH OKLAHOMA STATE UNIVERSITY AND THE OK 4-H FOUNDATION FOR A RECREATIONAL TRAILS PROGRAM AND AN ATV TRAINING FACILITY & TRAIL / YOUTH ATV SAFETY**

**WHEREAS**, Oklahoma State University and the OK 4-H Foundation have been approved for a Recreational Trails Program Grant; and,

**WHEREAS**, a portion of the approved application included trails to be located on City of Guthrie's property; and,

**WHEREAS**, the property of the City of Guthrie is currently leased to the Logan County Economic Development Council for use as a rodeo arena and parking; and,

**WHEREAS**, the Governing Body of the City of Guthrie recognizes the potential health and safety benefit to the Citizens of Guthrie.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GUTHRIE, OKLAHOMA** that the City of Guthrie, Oklahoma will allow the Mayor of the City of Guthrie to sign lease agreement with Oklahoma State University and the OK 4-H Foundation for terms agreeable to the City Manager, City Attorney and the Logan County Economic Development Council.

\*\*\*END\*\*\*

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Guthrie, Oklahoma on the 17<sup>th</sup> day of November, 2015, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 201, et. seq.)

ATTEST: (Seal)

-----  
Steven J. Gentling, Mayor

-----  
Kim Biggs, City Clerk

Approved as to form on \_\_\_\_\_, 2015.

-----  
Randel Shadid, City Attorney



**OSU 4-H ATV Safety Training Center  
and  
Building Complex**

**Trails 12,750'**

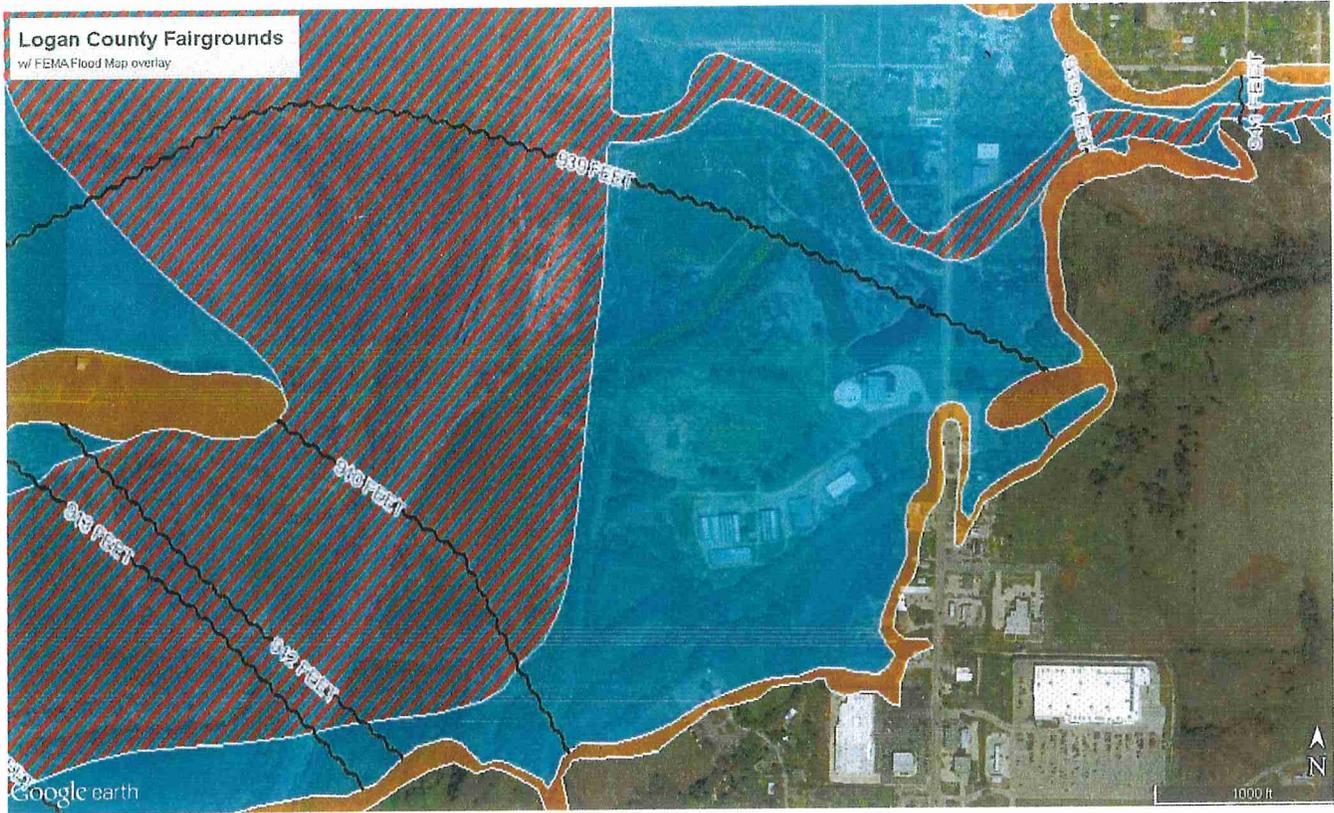
**ATV Building**

**Range Site 1**

**Range Site 2**

**Hill**







OKLAHOMA TOURISM &  
RECREATION DEPARTMENT

120 NORTH ROBINSON  
SUITE 600  
OKLAHOMA CITY, OK  
73102

P.O. BOX 52002  
OKLAHOMA CITY, OK  
73152

405-230-8300

June 30, 2015

Tomas Manske, Development Director  
OK 4-H Foundation  
205 4-H Youth Youth Development Bldg  
Stillwater, OK 74078

RE: Recreational Trails Program  
OK 4-H Foundation  
ATV Training Facility & Trail / Youth ATV Safety

Dear Mr. Manske:

Your Recreational Trails Program grant applications have been **tentatively** approved for funding in the amounts of \$350,000.00 and \$43,070.00. Before this application can be forwarded to the Federal Highway Administration for final approval and funding, we will need the following information, and a pre-award inspection will need to be done at the project site. Please keep in mind that any project developments made before the project agreement between the State and the Sponsor has been signed are not eligible for reimbursement by this grant.

Please provide the following documentation to us unless it has already been submitted to our office or is not applicable to your project:

- The enclosed *Notification of Intent* forms should be completed and one each sent to the Oklahoma Historical Preservation Office and the Oklahoma Archeological Survey for their review of the project area. The addresses for both of these agencies are shown at the bottom of the forms. Pay particular attention to Item 17 on the forms, which ask for maps and legal descriptions of the project area. You will receive a response from both of these agencies, either approving the project or requiring further environmental review. A copy of both letters should be mailed to this office.



Page 2

OKLAHOMA TOURISM &  
RECREATION DEPARTMENT

120 NORTH ROBINSON  
SUITE 600  
OKLAHOMA CITY, OK  
73102

P.O. BOX 52002  
OKLAHOMA CITY, OK  
73152

405-230-8300

- You also should consult the appropriate Native American tribal groups to identify any concerns they may have pertaining to your project.
- Complete and return any other applicable forms (included).

You will be contacted in the near future to schedule a pre-award inspection of the project area. All persons involved with the project are encouraged to attend this meeting to go over the grant requirements, handicap accessibility requirements, reimbursement procedures, and to address any other questions or concerns about the grant.

Please feel free to contact me if you have any questions or need further information. I can be reached at (405) 230-8490. Our mailing address is: Oklahoma Tourism & Recreation Dept., Oklahoma State Parks - Grants Section, 120 N. Robinson Ave., Ste. 600, Oklahoma City, OK 73102.

We look forward to working with you on this project.

Sincerely,

Susan Henry  
Federal Grants Administrator

Enclosures

**LAND MANAGER APPROVAL  
(USFS DISTRICT RANGER, COUNTY OR CITY ADMINISTRATOR, ETC.)**

As the official responsible for management of the land on which the project will be accomplished, I agree to the following:

1. The project of facility will remain accessible for public use for not less than 25 years.
2. The project as described in this application has my approval.
3. If any portion of this project is located in a flood hazard area, any walled or roofed structure shall be covered with flood insurance.
4. All federal contract compliance requirements shall be met.

---

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

---

AUTHORIZED SIGNATURE

DATE

**NOTE: If the landowner is different from the land manager or project sponsor, signed documentation of the owner's willingness to allow the trail must be included with this application.**

All-terrain vehicle (ATV) injury is an increasingly important public health problem that disproportionately affects populations in rural Oklahoma. Our State averages more than 15 ATV-related deaths each year and ranks 15<sup>th</sup> in the nation in ATV fatalities over the past few years. Furthermore, Oklahoma also has one of the nation's highest rates of injury for those 16 and under. Over the past five years 448 patients were admitted to the OU Medical Center alone with ATV-related injuries.

Partners for this program include but not limited to: Logan County, City of Guthrie, Logan County Cooperative Extension Service and 4-H, Logan County Economic Development Council, Logan County Fairboard, Oklahoma 4-H Foundation, Oklahoma State University.

For more information about this meeting, contact Cathy James at the Logan County Oklahoma Cooperative Extension Service office 405-282-3331.



## **4-H Facilitated ASI ATV Safety RiderCourse**

The Oklahoma State University 4-H Youth Development Program is offering youth and parents the opportunity to learn about ATV safety. This program is possible thanks to grants awarded by the National 4-H Council as part of the 4-H ATV Safety Grant Program, a collaboration among local 4-H groups, the national 4-H Youth Development Program and the ATV Safety Institute (ASI).

### **ATV Safety Training**

The OSU Cooperative Extension Service has trained 17 educators as ASI licensed instructors to deliver the ASI ATV RiderCourse to counties and communities. The goal is to provide this hands-on training to both youth and adult participants free of charge.

### **About the ATV Safety Institute ATV RiderCourse Training**

The ASI, hands-on half-day, ATV RiderCourse is conducted by licensed ATV Safety Institute Instructors. The course offers students an opportunity to increase their safety knowledge and to practice basic riding skills in a controlled environment under the direct supervision of a licensed Instructor. The RiderCourse includes pre-ride inspection, starting and stopping, quick turns, hill riding, emergency stopping/swerving and riding over obstacles. You'll also learn about protective gear, local regulations, places to ride and environmental concerns. Bring your friends and family, and meet new friends to ride with.

### **Taking an ATV RiderCourse:**

- Improves riding skills - Builds Confidence - Gets kids started right
- Is a great way to meet other riders - Teaches how to tread lightly!

The 4-H facilitated ATV RiderCourse is a great way to get your kids as well as yourself off to a safe start. A parent must be present for riders under 12 and it is encouraged that a parent be present for riders under 16.

### **How much does it cost? It is Free!**

**The ATV Safety Institute values its ATV RiderCourse at \$55.00 per person for youth 6 – 15 years of age and \$150.00 per person for those 16 years of age and older. The Oklahoma State University Cooperative Extension Service 4-H ATV Safety Program does not charge for this training. However, a small fee may be charged to cover expenses like transportation, equipment maintenance, ATV fuel and facility use.**

### **Do I Use My Own ATV?**

Yes you can, but if you don't have one of the appropriate size, you can make specific arrangements and we will try to make an ATV of the appropriate size available at the training site.

### **What Should I Bring?**

You must wear the proper riding gear at all times during training. Bring the following:

- DOT-approved motorcycle helmet
- Goggles or face shield
- Over-the-ankle boots
- Sturdy gloves
- Long pants
- Long sleeve shirt or jacket

\*If you need specific gear, you can contact the Instructor and it will be provided.

For more information on ATV safety or to enroll in the 4-H facilitated ATV Safety Institute RiderCourse nearest you, visit <http://oklahoma4h.okstate.edu> or contact your local OSU Cooperative Extension Office.

### **Mike Klumpp**

Oklahoma 4-H ATV Safety Coordinator – ASI ATV Instructor  
OSU Cooperative Extension Service 4-H Youth Development  
405-657-7444

[mklumpp.osu@gmail.com](mailto:mklumpp.osu@gmail.com)

## **ATV Ride Safe Oklahoma**

ATV Ride Safe Oklahoma is a joint initiative led by The Children's Center, Trauma One Injury Prevention at OU Medical Center and Oklahoma State University Cooperative Extension Service 4-H Youth Development.



# ATV Ride Safe Oklahoma

## Purpose Statement

ATV Ride Safe Oklahoma is a joint initiative led by Oklahoma State University Cooperative Extension Service 4-H Youth Development, The Children's Center, and Trauma One Injury Prevention at OU Medical Center. The goal is to provide safety education and injury prevention information as related to all-terrain vehicles (ATVs), also known as four-wheelers and quads.

The American Academy of Pediatrics recommends delaying ATV use until age 16. Whatever your family decides, ATV: Ride Safe Oklahoma recommends that everyone take a 4-H facilitated ATV Safety Program ASI *RiderCourse* before riding an ATV, and encourages direct supervision of young riders.

## Purpose of 4-H ATV Safety

Reduce ATV related injuries and fatalities of youth and adults by changing behavior in the following risk factor areas:

- Not wearing a helmet and other protective gear.
- Carrying passengers on ATVs not designed for more than one person.
- Operating/riding on pavement.
- Operating/riding on or alongside of the road.
- Operating/riding an ATV that is an appropriate size and power.

## Goals 4-H ATV Safety

- Educate and inform pre-teen, teen, and adult ATV riders about safe riding techniques and practices.
- Help pre-teens and teens increase critical thinking and life skills and enhance their abilities to assess risk and solve problems regarding the use of ATVs by youth under the age of 16 years.
- Educate parents and other caregivers to protect young riders through supervision and monitoring.
- Help communities address issues related to safe use of ATVs.



Oklahoma State University CES  
ATV Ride Safe Oklahoma 4-H/Youth ATV Safety Program  
June 2011 - December 2014



**Programming / Education**

- **ATV Safety programs conducted in 27 Oklahoma Counties**
- **9 ATV Safety Institute *RiderCourse* Licensed Instructors** (Training 8 OSU Educators February 2015)
- **432 youth and adults completed 4-5 hour hands-on ASI *ATV RiderCourse*** *since 2011*  
\* 8 students maximum / Class / Instructor
- **20 educators trained in classroom ATV Safety Curriculum**
- **173 Classroom ATV Safety Programs**
- **7,724 youth - 2 or more hours of classroom ATV Safety Education**
- **2,492 youth - complete ATV Safety Institute Online E-Course**
- **31 youth participated in National "Do The Ride Thing" ATV PSA Contest**  
\* 3 - \$2,500 Grand Prize scholarship winners (2012, 2013, 2014), 3 - \$500 1st Place scholarship winners (2012, 2013, 2014), 2 - \$300 2nd Place scholarship winners (2012, 2013), 1 - \$200 3rd Place Scholarship winner (2012)
- **220,000+ youth and adults participated in county, regional and statewide ATV Safety promotional events and expos**

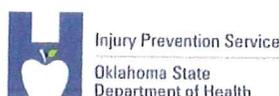
Oklahoma State University 4-H Youth Development was a key partner in the development of ATV Ride Safe Oklahoma Coalition - Spring 2011

**Coalition Partners:**

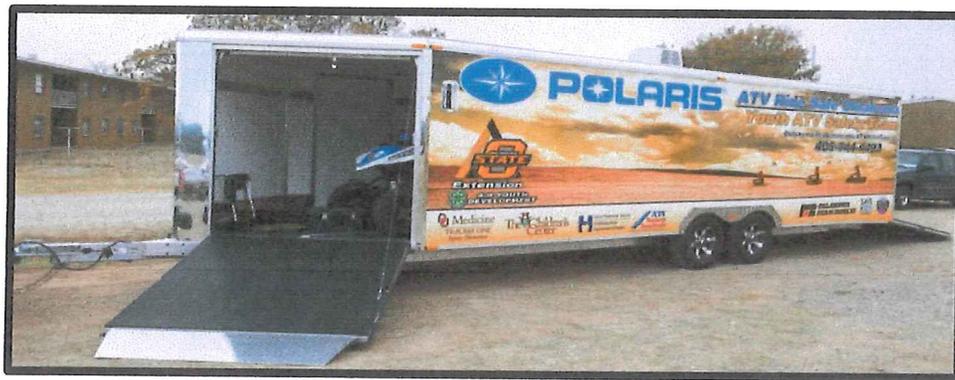
- **Oklahoma State University 4-H Youth Development**
- **The Children's Center Rehabilitation Hospital - Bethany Oklahoma**
- **OU Medicine Trauma One Injury Prevention**
- **Oklahoma State Department Of Health Injury Prevention**
- **Oklahoma Safe Kids**
- **Kohl's Cares**
- **OU Children's Hospital Volunteers**
- **Tulsa Safe Kids**
- **Oklahoma Farmers and Ranchers Insurance/Oklahoma Farmers Union**
- **Oklahoma Farm Bureau**
- **US Consumer Product Safety Commission - Oklahoma**
- **Oklahoma Emergency Medical Services for Children**

**Oklahoma 4-H Major ATV Safety Program Funding and Support 2011 - 2014 (\$230,000 +)**

- **Polaris Industries \$150,377** (Two - 34' Enclosed Educational Trailers and 28 ATVs)
- **ATV Safety Institute \$29,840** (Four State and two County Grants)
- **OK American Farmers and Ranchers Insurance/ OK Farmers Union \$16,000** (24' Enclosed Educational Trailer)
- **Oklahoma Safe Kids/Kohl's Cares \$12,200**
- **Oklahoma Department of Health \$7,000** (Printing of curriculum and marketing materials)
- **Oklahoma Farm Bureau \$6,000**
- **OU Trauma One Injury Prevention \$5,200**
- **The Children's Center Hospital \$2,250**
- **P and K Equipment \$1,100**
- **Sehorn Yamaha - Shawnee, OK (12 Loaner ATVs)**
- **House of Kawasaki - Oklahoma City, OK (4 Loaner ATVs)**



# Enclosed ATV Ride Safe Oklahoma Educational ATV Safety Trailers



MINUTES  
GUTHRIE PUBLIC WORKS AUTHORITY MEETING  
November 3, 2015

The regular meeting of the Guthrie Public Works Authority was posted on Friday, October 30, 2015, before 5:00 p.m. and held Tuesday, November 3, 2015, in the Guthrie City Hall Council Chambers.

Vice Chairman J. Wood called the meeting to order at 7:46 p.m.

Members Present:     John Wood                     Gaylord Z. Thomas     Jeff Taylor  
                                 Sharyl Padgett             Brian Bothroyd

Members Absent:     Steven J. Gentling     Ed Wood

Staff Present:         Bruce Johnson             Randel Shadid             Kim Biggs  
                                 Maxine Pruitt             Don Sweger                 Eric Harlow  
                                 Cody Mosley             Jim Ahlgren                 Schellon Stanley

Vice Chairman J. Wood declared a quorum with five (5) Trustees in attendance.

**Consent Agenda.** Motion by Trustee Thomas, 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 October 20, 2015.

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

Aye: J. Wood, Thomas, Taylor, Padgett, Bothroyd  
Nay: None

Vice Chairman J. Wood declared the motion carried unanimously.

**Adjournment.** There being no further business for the Guthrie Public Works Authority Trustees, Chairman J. Wood declared the meeting adjourned at 7:47 p.m.

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Kim Biggs, Secretary

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John Wood, Vice Chairman



Agenda Item Cover Letter

Meeting: City Council, Date of Meeting: November 17, 2015, Contact: Jessie Bryan, Purchasing Agent

Agenda Item

Consider approval to award Bid No. 2015-08a, Chemical Feed System Enclosure, to Shaw Contracting, Inc. for Sections B, C, and D in the amount of \$77,500, reject Bid for Section A, and allow the Mayor to execute the contract.

Summary

On August 18, 2015, City Council gave permission to solicit bids to enclose the Liquid Chlorine Dispensing Station. Sealed bids were opened and read aloud on September 11th. One bid was received from Lakeland Contractors from Grove, OK for the amount of \$159,300. On the recommendation of Myers Engineering, staff requests to reject this bid, re-advertise and receive bids at a later date.

On October 15 and 22, a new public notice was published in the Guthrie News Leader and the project was to be bid on by sections. Three sets of plans were purchased from Myers Engineering and two bids were received on November 4th. Myers Engineering's recommendation is attached.

Funding Expected: Revenue, Expenditure, Budgeted: Yes, No, Account Number: 55-55-00-6547, Amount: \$77,500.00, Legal Review: N/A, Required, Completed Date:

Supporting documents attached

- Bid Tabulation Sheet, Recommendation letter from Myers Engineering

Recommendation

Approve to award Bid No. 2015-08, Chemical Feed System Enclosure, to Shaw Contracting, Inc. for Sections B, C, and D in the amount of \$77,500, reject Bid for Section A, and allow the Mayor to execute the contract.

Action Needed: Public Hearing, Motion, Emergency Clause



**BID TABULATION**  
**Wastewater Treatment Plant Improvements**  
**Chemical Feed Building Enclosure**  
**For The Guthrie Public Works Authority/City of Guthrie**  
**211135.112**  
**Wednesday, November 4, 2015 @ 2:00 p.m.**

Shaw Contracting, Inc.  
Edmond, OK

Lakeland Contractors  
Grove, OK

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT	ITEM COST	UNIT	ITEM COST
<b>Section A</b>							\$25,763.00
1	1	LS	ELECTRICAL SYSTEM		<b>NO BID</b>		\$25,763.00
			<b>TOTAL BID SECTION A</b>		<b>NO BID</b>		<b>\$25,763.00</b>
<b>Section B</b>							\$84,668.00
1	1	LS	QUONSET HUT METAL BUILDING SYSTEM (30' X 40')	\$49,500.00	\$49,500.00	\$84,668.00	\$84,668.00
			<b>TOTAL BID SECTION B</b>		<b>\$49,500.00</b>		<b>\$84,668.00</b>
<b>Section C</b>							\$10,894.00
1	1	LS	CONCRETE DRIVEWAY	\$9,500.00	\$9,500.00	\$10,894.00	\$10,894.00
			<b>TOTAL BID SECTION C</b>		<b>\$9,500.00</b>		<b>\$10,894.00</b>
<b>Section D</b>							\$27,963.00
1	1	LS	STORM SEWER	\$18,500.00	\$18,500.00	\$27,963.00	\$27,963.00
			<b>TOTAL BID SECTION D</b>		<b>\$18,500.00</b>		<b>\$27,963.00</b>

November 12, 2015

Honorable Mayor and City Council  
City of Guthrie/Guthrie Public Works Authority  
P.O. Box 908  
Guthrie, OK 73044

Re: Summary and Recommendation of WWTP- Chemical Feed System Enclosure  
MEC No. 211135.112

Dear Mayor and Council Members:

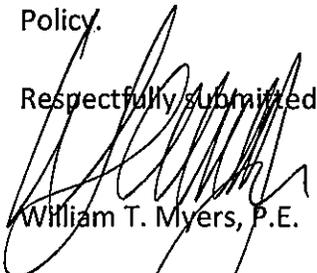
Bids for the above referenced project were received, opened, and read aloud on Wednesday, November 4, 2015, at 2:00 p.m. (The detailed bid tabulation sheet is attached to this letter). Of the three contractors who obtained specifications and plans, two submitted bids. The bids received are summarized as follows:

Bid Section	Shaw Contracting, Inc. Edmond, OK	Lakeland Contractors Grove, OK
A -Electrical System	NO BID	\$25,763.00
B-Quonset Hut	\$49,500.00	\$84,668.00
C-Concrete Driveway	\$9,500.00	\$10,894.00
D-Storm Sewer	\$18,500.00	\$27,963.00

Shaw Contracting, Inc. of Edmond, Oklahoma is the apparent low bidder for the Chemical Feed System Enclosure. We have verified Shaw Contracting references. Their bid is in order and they have documented experience and satisfactory performance in the type of work bid. We recommend that this contract be awarded to Shaw Contracting, Inc. for Sections B, C and D for the amount of \$77,500.00.

We recommend the City reject the bid from Lakeland Contractors and receive quotes for the electrical system from local contractors in accordance with the City of Guthrie Purchase Policy.

Respectfully submitted,

  
William T. Myers, P.E.

cc: MECE 211135.112  
Attachment

13911 Quail Pointe Drive, Oklahoma City, OK 73134

Office 405.755.5325 Fax 405.755.5373



Agenda Item Cover Letter

Meeting

\_\_\_ City Council
X GPWA
\_\_\_ Other: \_\_\_\_\_

Date of Meeting

November 17, 2015

Contact

Maxine Pruitt,
Municipal Services Director

Agenda Item

Consider approval of the receipt of Permit No. WL000042150898 for the construction of 650 linear feet of six inch (6") PVC potable water line and all appurtenances to serve Canyon Bluff Estates - Sixth Section, Logan County, Oklahoma, and to be noted in the minutes after which will be maintained as a permanent record.

Summary

This permit is issued by the Oklahoma Department of Environmental Quality, (DEQ) as approval for the construction of 650 linear feet of six inch (6") PVC potable water line with all appurtenances to serve Canyon Bluff Estates, Sixth Section, Logan County, Oklahoma. This is relative to the expansion of the development.

It is required that the receipt of this permit should be noted in the minutes of the next regular meeting of the City of Guthrie Council Meeting, after which it should be made a matter of permanent record.

Funding Expected \_\_\_ Revenue \_\_\_ Expenditure X N/A
Budgeted \_\_\_ Yes \_\_\_ No X N/A
Account Number \_\_\_\_\_ Amount \_\_\_\_\_
Legal Review X N/A \_\_\_ Required Completed Date: \_\_\_\_\_

Supporting documents attached

- Permit No. WL000042150898, Canyon Bluff Estates, Sixth Section Water Line

Recommendation

Approve receipt of Construction Permit No. WL000042150898

Action Needed \_\_\_ Public Hearing X Motion \_\_\_ Emergency Clause



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

November 10, 2015

Mr. Steven J. Gentling, Chairman  
City of Guthrie  
P.O. Box 908  
Guthrie, Oklahoma 73044

Re: Permit No. WL000042150898  
Canyon Bluff Estates - Sixth Section  
Facility No. 1020903

Dear Mr. Gentling:

Enclosed is Permit No. WL000042150898 for the construction of 650 linear feet of six (6) inch PVC potable water line with all appurtenances to serve the Canyon Bluff Estates – Sixth Section, Logan County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 10, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Guthrie, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink that reads 'Sara Senyondo'.

Sara Senyondo, Ph.D.  
Construction Permit Section  
Water Quality Division

SS/RC/bg

Enclosure

c: Bruce Vande Lune, Regional Manager, DEQ  
Oklahoma City DEQ Office  
Roger Warren Gose, P.E., Gose & Associates



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

**PERMIT No. WL000042150898**

**WATER LINES**

**FACILITY No. 1020903**

**PERMIT TO CONSTRUCT**

November 10, 2015

Pursuant to O.S. 27A 2-6-304, the City of Guthrie is hereby granted this Tier I Permit to construct 650 linear feet of six (6) inch PVC potable water line with all appurtenances to serve the Canyon Bluff Estates – Sixth Section, located in NW/4, SW/4 Section 3, T-16-N, R-2-W, Logan County, Oklahoma, in accordance with the plans approved November 10, 2015.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,000 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. WL000042150898

WATER LINES

FACILITY No. 1020903

PERMIT TO CONSTRUCT

- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division



Agenda Item Cover Letter

Meeting

City Council
[X] GPWA
Other:

Date of Meeting

November 17, 2015

Contact

Maxine Pruitt
Municipal Services Director

Agenda Item

Consider approval of the receipt of Permit No. SL000042150899 for the construction of 280 linear feet of eight inch (8") PVC sanitary sewer line and all appurtenances to serve Canyon Bluff Estates - Sixth Section, Logan County, Oklahoma, and to be noted in the minutes after which will be maintained as a permanent record.

Summary

This permit is issued by the Oklahoma Department of Environmental Quality, (DEQ) as approval for the construction of 280 linear feet of eight inch (8") PVC sanitary sewer line with all appurtenances to serve Canyon Bluff Estates, Sixth Section, Logan County, Oklahoma. This is relative to the expansion of the development.

It is required that the receipt of this permit should be noted in the minutes of the next regular meeting of the City of Guthrie Council Meeting, after which it should be made a matter of permanent record.

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

Supporting documents attached

- Permit No. SL000042150899, Canyon Bluff Estates, Sixth Section Sewer Line

Recommendation

Approve receipt of Construction Permit No. SL000042150899

Action Needed Public Hearing X Motion Emergency Clause



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

November 10, 2015

Mr. Steven J. Gentling, Chairman  
City of Guthrie  
P.O. Box 908  
Guthrie, Oklahoma 73044

Re: Permit No. SL000042150899  
Canyon Bluff Estates - Sixth Section  
Facility No. S-20930

Dear Mr. Gentling:

Enclosed is Permit No. SL000042150899 for the construction of 280 linear feet of eight (8) inch PVC sanitary sewer line, with all appurtenances to serve the Canyon Bluff Estates - Sixth Section, Logan County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 10, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Guthrie, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink, appearing to read 'S. Senyondo'.

Sara Senyondo, Ph.D.  
Construction Permit Section  
Water Quality Division

SS/RC/bg

Enclosure

c: Bruce Vande Lune, Regional Manager, DEQ  
Oklahoma City DEQ Office  
Roger Warren Gose, P.E., Gose & Associates



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

**PERMIT No. SL000042150899**

**SEWER LINES**

**FACILITY No. S-20930**

**PERMIT TO CONSTRUCT**

November 10, 2015

Pursuant to O.S. 27A 2-6-304, the City of Guthrie is hereby granted this Tier I Permit to construct 280 linear feet of eight (8) inch PVC sanitary sewer line with all appurtenances to serve the Canyon Bluff Estates - Sixth Section, located in NW/4, SW/4 Section 3, T-16-N, R-2-W, Logan County, Oklahoma, in accordance with the plans approved November 10, 2015.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. SL000042150899

SEWER LINES

FACILITY No. S-20930

PERMIT TO CONSTRUCT

- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division

## A/P Claims List

from 10/29/2015 to 10/29/2015

Invoice #	Vendor	Description	Account	Cost
2177	NEW HORIZONS 22959	CLEANING SERVICES FOR THE LIBRARY	01-01-00-6112	\$190.00
NOV2015	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	01-01-00-6326	\$2,867.26
2035602	ROTARY CLUB OF GUTHRIE (20	ROTARY QUARTERLY DUES	01-02-24-6048	\$144.00
2925	BIBLIONIX (23183)	ANNUAL SUBSCTIPTION FOR APOLLO INT	01-06-60-6131	\$3,900.00
2035567	CHRIS EDWARDS (23118)	PRE-EMPLOYMENT POLOGRAPH EXAMS	01-07-70-6030	\$200.00
GPD 1	STEVE TACKETT (23177)	LAYOUT WORK UP	01-07-70-6114	\$150.00
OCT 2015	SHINEY BAYS CAR WASH (225	POLICE DEPT CAR WASH	01-07-70-6316	\$309.50
883811	TERESA HUFFER (23180)	DETAILING OF UNIT FORD PD CAR	01-07-70-6316	\$100.00
2035600	ROTARY CLUB OF GUTHRIE (20	ROTARY DUES	01-07-70-6355	\$144.00
04-1604952	OKLA DEPARTMENT OF PUBLIC	OLETS MAINTENANCE	01-07-79-6304	\$350.00
<b>Total GENERAL FUND</b>				<b>\$8,354.76</b>
007361	SAM'S CLUB DIRECT COMMERC	SUPPLIES FOR FIRE SCHOOL	09-09-90-6048	\$272.08
01062221CM	SAM'S CLUB DIRECT COMMERC		09-09-90-6048	(\$0.07)
410225	GREG ROBERTS (21015)	ANNUAL PUMP TEST AND CERT	09-09-90-6362	\$400.00
1	GUTHRIE PUBLIC SCHOOLS (215	FACILITY USAGE FEE FOR WILDLAND FIR	09-09-92-6048	\$60.00
205	TIGAR PHYSICIAN STAFFING 2	MEDICAL DIRECTOR SERVICES	09-09-92-6373	\$4,800.00
<b>Total FIRE/EMS FUND</b>				<b>\$5,532.01</b>
2177A	NEW HORIZONS 22959	CLEANING SERVICES FOR GPWA	20-21-00-6112	\$114.00
NOV2015	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	20-21-00-6326	\$2,867.26
2026838	MYERS ENGINEERING CORPOR	TO 64 PEER REVIEW FOR GPWA	20-21-00-6373	\$4,250.00
2035556	OKLA WATER RESOURCES BOA	REPORT REVIEW AND ADMIN FEE FOR D	20-21-00-6380	\$1,050.00
103076	SOUTHWEST CHEMICAL (20977)	Blanket PO for Bleach	20-23-00-6104	\$199.00
<b>Total GPWA OPERATING FUND</b>				<b>\$8,480.26</b>
2035606	Dorothy Alexander (23182)	PRESENTER HONORARIUM AND MILEAG	30-30-06-6541	\$185.84
<b>Total GRANTS FUND</b>				<b>\$185.84</b>
8235	STAPLEGUN DESIGN, INC	CVB SOCIAL MEDIA	45-45-00-6123	\$1,499.96
2035591	TERRITORIAL CHRISTMAS FOU	GUTHRIE TERRITORIAL CHRISTMAS CEL	45-45-00-6123	\$2,000.00
<b>Total HOTEL/MOTEL TAX FUND</b>				<b>\$3,499.96</b>
2967791	AT&T CAPITAL SERVICES, INC.	Phone System Lease Purchase	54-54-02-6710	\$925.62
NOV2015	COMMUNITY STATE BANK 2287	Front End Loader	54-56-12-6718	\$2,687.83
<b>Total CAPITAL PROJECTS</b>				<b>\$3,613.45</b>
5529.15	WISE ELECTRIC COMPANY 222	ELECTRIC WORK AND SERVICE TRUCK	98-98-00-6315	\$720.00
NOV2015	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	98-98-00-6329	\$75.00
<b>Total AIRPORT FUND</b>				<b>\$795.00</b>
NOV2015	OKLAHOMA DEPARTMENT OF C	Spirit Wing Loan	99-99-00-6702	\$1,041.66
<b>Total GUTHRIE INDUSTRIAL DEVELOPMENT</b>				<b>\$1,041.66</b>
<b>Total All Funds</b>				<b>\$31,502.94</b>

**A/P Claims List**

from 11/6/2015 to 11/6/2015

Invoice #	Vendor	Description	Account	Cost
NOV2015	C.L.E.E.T. (125)	Municipal Collection for CLEET	01-00-00-2012	\$970.28
NOV2015	O.S.B.I. (820)	Collection - AFIS and Forensic Fees	01-00-00-2012	\$1,032.69
NOV2015	OKLAHOMA DEPARTMENT OF	DPS Vehicle Revolving Fund for Unrestrained	01-00-00-5497	\$100.00
OCT2015	LOGAN COUNTY CLERK(1135)	Civil Defense Agreement	01-01-00-6371	\$3,354.31
1012	NORPS, LLC	IT SUPPORT AGREEMENT	01-01-00-6373	\$2,095.00
2035611	LYTLE, SOULE & CURLEE, P.C.	Settlement Agreement and Release of Claim	01-01-00-6391	\$60,000.00
3405	L. E. PSYCHOLOGICAL SERVICE	MMPI Testing Pinely	01-07-70-6030	\$80.00
NOV2015	RURAL WATER DISTRICT	Monthly Water Service	01-15-11-6112	\$66.00
NOV2015	OKLA TAX COMMISSION(438)	Oklahoma Sales Tax for Liberty Lake	01-15-11-6300	\$52.74
		<b>Total GENERAL FUND</b>		<b>\$67,751.02</b>
NOV2015	INTERMEDIX (22025)	EMS BILLING	09-09-92-6373	\$6,534.18
		<b>Total FIRE/EMS FUND</b>		<b>\$6,534.18</b>
NOV2015 - 1	USPS - UNITED STATES POSTAL	Presort Permit	20-21-00-6309	\$225.00
NOV2015 - 2	USPS - UNITED STATES POSTAL	MONTHLY POSTAGE	20-21-00-6309	\$1,000.00
NOV2015 - 3	USPS - UNITED STATES POSTAL	MONTHLY POSTAGE	20-21-00-6309	\$2,000.00
NOV2015	DHH DISPOSAL 22381	DHH Trash Service per agreement	20-21-00-6348	\$192.50
15101657	BNSF RAILWAY COMPANY (25)	ANNUAL LEASE FOR WATER PUMPING	20-21-00-6382	\$115.93
103210	SOUTHWEST CHEMICAL (20977)	Blanket PO for Bleach	20-23-00-6104	\$1,449.50
		<b>Total GPWA OPERATING FUND</b>		<b>\$4,982.93</b>
2035608	TERRITORIAL CAPITAL SPORTS	RACK CARDS	45-45-00-6123	\$328.59
		<b>Total HOTEL/MOTEL TAX FUND</b>		<b>\$328.59</b>
1572575	SUNTRUST EQUIPMENT	LEASE PURCHASE 10 WHEEL DUMP	54-56-12-6708	\$7,116.70
		<b>Total CAPITAL PROJECTS</b>		<b>\$7,116.70</b>
02-023280-008	UTILITY DEPOSIT REFUND		71-00-00-5555	\$3.13
04-046007-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$39.03
05-050890-005	UTILITY DEPOSIT REFUND		71-00-00-5555	\$37.58
06-061783-012	UTILITY DEPOSIT REFUND		71-00-00-5555	\$92.29
10-100763-014	UTILITY DEPOSIT REFUND		71-00-00-5555	\$26.58
10-102700-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$75.00
13-133920-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$77.00
14-142650-008	UTILITY DEPOSIT REFUND		71-00-00-5555	\$35.46
15-152470-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$35.17
99-990440-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$20.27
99-994182-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$6.79
		<b>Total UTILITY DEPOSIT FUND</b>		<b>\$448.30</b>
		<b>Total All Funds</b>		<b>\$87,161.72</b>