



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

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, July 19, 2016 at 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Public Comments, Community Announcements and Recognitions.
a. City Council Payday & Recognition of Service
b. Water's Worth It Month Proclamation
3. Consent Agenda.
All matters listed will be enacted by one motion unless a request is made for discussion by any Trustee or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held June 21, 2016 1
B. Consider approval of the renewal of the Master Task Order with Myers Engineering 3
C. Consider approval of agreement for the Wastewater Treatment Facility Improvements project with Myers Engineering 6
4. Discussion and possible action on Agreement with Guthrie Public Schools.....69
5. Adjournment.

CITY COUNCIL MEETING

63rd City Council
Tuesday, July 19, 2016, 7:00pm
City Hall Council Chambers
101 N. 2nd 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 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 June 21, 2016.....78

- B. Consider approval of minutes of the Special City Council Meeting – Council Retreat held on June 23, 201681
- C. Consider approval of a request from Roy Laepple for an early retirement payment from the City of Guthrie Oklahoma Municipal Retirement Fund (OMRF) retirement plan85
- D. Consider approval to accept a \$24,910.00 grant for a rescue boat and accessories from the Firehouse Subs Public Safety Foundation for Guthrie Fire-EMS.....88
- 3. Discussion and possible action on Agreement with Guthrie Public Schools69
- 4. Public hearing, discussion and possible action on a request to issue a special use permit to for development of multi-family housing at 829 E. Triplett Rd.....91
- 5. Public hearing, discussion and possible action on Ordinance No. 3290 amending the zoning ordinance from mixed R-1 and C-2 to strictly C-2 for property located at the southwest corner of Perkins & Division as recommended by the Planning Commission95
- 6. Discussion and possible action on Ordinance No. 3291 amending and establishing protocol for municipal events and special event permits as it applies to non-intoxicating and intoxicating beverages, and declaring an emergency99
- 7. Discussion and possible action on Resolution No. 2016-13, accepting the FAA Grant offer for Airport Improvements for Project No. 3-40-0036-016-2016 at the Guthrie-Edmond Regional Airport..... 106
- 8. Discussion and possible action on Resolution No. 2016-14 establishing general policy requirements for appointments to Guthrie Boards and Commissions..... 110
- 9. Discussion and possible action to appoint Lynn Bilodeau to the Historic Preservation Commission..... 113
- 10. Discussion and possible action to appoint Zachary Colorio, Larry “Van” Cordray II, and, DeAndre Jones to the Park Board..... 115
- 11. Discussion and possible action to appoint Carrie Ann Fryar to the Guthrie Housing Authority 127
- 12. City Manager’s Report
- 13. Requests/comments from members of the City Council
- 14. Consider approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:
 - A. 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining, resignation or termination of council-appointed employees (City Manager).
 - B. 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)
 - C. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Lauren Robert Ladd and Michelle Ladd)
- 15. Consider action regarding City Manager.
- 16. Consider action regarding Logan County Rural Water District No. 1.
- 17. Consider action regarding Lauren Robert Ladd and Michelle Ladd.

18. Adjournment.

GUTHRIE ECONOMIC DEVELOPMENT AUTHORITY MEETING

Tuesday, July 19, 2016, 7:00pm

City Hall Council Chambers

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

1. Call to Order.
2. Discussion and possible action on Agreement with Guthrie Public Schools69
3. Consider approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, 307(B)(3) for the purpose of discussing the purchase or appraisal of real property (land)
4. Consider action regarding land.
5. Adjournment.

MINUTES
GUTHRIE PUBLIC WORKS AUTHORITY MEETING
June 21, 2016

The regular meeting of the Guthrie Public Works Authority was posted on Friday, June 17, 2016, before 5:00 p.m. and held Tuesday, June 21, 2016, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Chairman Steven J. Gentling.

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

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

Members Present:	Steven J. Gentling	John Wood	Jeff Taylor
	Gaylord Z. Thomas	Sharyl Padgett	Ed Wood
	Brian Bothroyd		

Members Absent: None

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Jim Ahlgren	Cody Mosley	

Chairman Gentling declared a quorum with all Trustee Members in attendance.

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

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held June 7, 2016.
- B. Consider approval of Amendment No. 1 and Change Order No. 1 which adjusts quantities of existing items and adds new items to meet field conditions to relocate water lines.
- C. Consider approval of Amendment No. 1 and Change Order No. 1 which adjusts quantities of existing items and adds new items to provide sanitary sewer services for two homes.

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

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

Chairman Gentling declared the motion carried unanimously.

Canceling July 5, 2016 GPWA Meeting. Motion by Vice Chairman J. Wood, seconded by Trustee E. Wood, moved approval of canceling the Tuesday, July 5, 2016 City Council and Guthrie Public Works Authority Meetings due to the 4th of July holiday. Trustees entered their votes and the votes were displayed with the following results:

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

Chairman Gentling declared the motion carried unanimously.

Adjournment. There being no further business for the Guthrie Public Works Authority Trustees, Chairman Gentling declared the meeting adjourned at 7:04 p.m.

Kim Biggs, Secretary

Steven J. Gentling, Chairman



Agenda Item Cover Letter

Meeting

___ City Council
X GPWA
___ Other: _____

Date of Meeting

July 19, 2016

Contact

Bruce Johnson,
City Manager

Agenda Item

Consider approval of the renewal of the Master Task Order with Myers Engineering.

Summary

This agreement is a renewal of the Master Task Order as originally entered on June 7, 2011 five (5) years through June 7, 2017.

Prices have not changed since 2013, and are not increasing for this agreement renewal.

Funding Expected ___ Revenue ___ Expenditure X N/A

Budgeted ___ Yes ___ No X N/A

Account Number _____ Amount _____

Legal Review ___ N/A X Required Completed Date: _____

Supporting documents attached

- Master Task Order with Myers Engineering

Recommendation

Approve Master Task Order

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

RENEWAL OF MASTER TASK ORDER FOR ENGINEERING SERVICES

This Renewal of Master Task Order for Engineering Services is made and entered into this ____ day of _____, 2016, by and between the Guthrie Public Works Authority ("Owner") and Myers Engineering, Consulting Engineers, Inc. ("Engineer").

WITNESSETH:

WHEREAS, The Owner and the Engineer entered into an agreement on June 7, 2011.

WHEREAS, from time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. The Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

WHEREAS, the Agreement shall be effective and applicable to Task Orders issued hereunder for one year (1) and is renewable annually for a period of five (5) years until June 7, 2021, from the Effective Date of this Agreement.

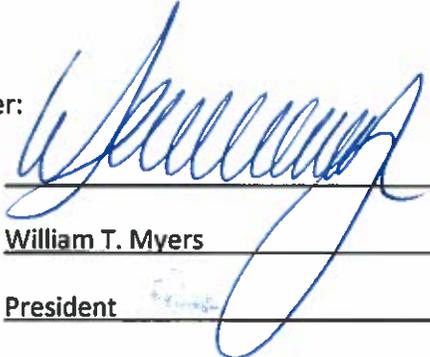
WHEREAS, the parties may extend or renew the Agreement by written instrument establishing a new term.

WHEREAS, this written instrument renews the Master Task Order Agreement through June 7, 2017.

WHEREAS, the Standard Hourly Rate Schedule (Appendix 2 to Exhibit "C") of the Master Task Order is revised per the attached Standard Hourly Rate Schedule.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, The Owner and the Engineer that, as extended by this Instrument, all terms and conditions of the original Master Task Order shall remain in full force and effect.

Owner: _____
By: Bruce Johnson
Title: City Manager
Date Signed: _____

Engineer: 
By: William T. Myers
Title: President
Date Signed: June 23, 2016

This is Appendix 2 to EXHIBIT C, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated June 7, 2011.

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services effective on the date of this Agreement are:

CADD Technician Level 1	\$ <u>80.00</u> /hour
CADD Technician Level 2	\$ <u>110.00</u> /hour
Inspector Level 1	\$ <u>90.00</u> /hour
Inspector Level 2	\$ <u>105.00</u> /hour
Plant Operator/Trainer	\$ <u>110.00</u> /hour
Engineering Assistant 1	\$ <u>65.00</u> /hour
Engineering Assistant 2	\$ <u>80.00</u> /hour
Engineering Assistant 3	\$ <u>85.00</u> /hour
Engineering Intern	\$ <u>100.00</u> /hour
Engineering Technician	\$ <u>90.00</u> /hour
Project Engineer	\$ <u>150.00</u> /hour
Program Manager	\$ <u>95.00</u> /hour
Principal Engineer	\$ <u>200.00</u> /hour
Global Positioning	\$ <u>145.00</u> /hour
Licensed Surveyor	\$ <u>115.00</u> /hour
Survey Technician	\$ <u>110.00</u> /hour
Survey Assistant	\$ <u>45.00</u> /hour
Professional Hydrologist	\$ <u>200.00</u> /hour



Agenda Item Cover Letter

Meeting: City Council, GPWA, Other: Date of Meeting: July 19, 2016 Contact: Bruce Johnson, City Manager

Agenda Item

Consider approval of agreement for the Wastewater Treatment Facility Improvements project with Myers Engineering.

Summary

Wastewater Treatment Facility Improvements are one of the Capital Improvement Projects approved for funding through the 3/4% CIP Sales Tax.

The agreement includes the following scope of services:

- 1. Study and Report Phase Services (Task 1)
2. Preliminary Design Phase Services (Task 2)
3. Final Design Phase Services (Task 3)
4. Bidding or Negotiating Phase Services (Task 4)
5. Construction Phase Services (Task 5)
6. Post Construction Phase (Task 6)

Funding Expected: Revenue, Expenditure, N/A
Budgeted: Yes, No, N/A
Account Number: 54-54-24-6373, Amount: \$700,000.00
Legal Review: N/A, Required, Completed Date:

Supporting documents attached

- Agreement for Professional Services – Wastewater Treatment Facility Improvements project

Recommendation

Approve agreement.

Action Needed: Public Hearing, Motion, Emergency Clause

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
The Guthrie Public Works Authority _____ (“Owner”) and
Myers Engineering, Consulting Engineers, Inc. _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Guthrie Wastewater Treatment Facility Improvements – MECE 216002

 (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

The engineer shall provide design engineering services, bidding services and construction engineering services for the Guthrie Wastewater Treatment Facility Improvements project.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within upon receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and

other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- C. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- D. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- E. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- F. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer's services do not include providing legal advice or representation.
- L. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- M. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or

represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- D. Engineer makes no representation to the accuracy or suitability, compatibility, or visibility of digital files unless digitally signed and sealed by P.E.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional

insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon fourteen days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving fourteen days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraphs 6.03 and 6.04 D.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with

Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the State of Oklahoma.

6.08 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H.

6.10 Environmental Condition of Site

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."

- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost. Such records shall be considered preliminary and conceptual unless signed and sealed by P.E.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the

Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction

Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Engineer**—The individual or entity named as such in this Agreement.
21. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. **Owner**—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. **Record Drawings**—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. **Reimbursable Expenses**—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. (Not Used)
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. (Not Used)
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 Total Agreement

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive

information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: The Guthrie Public Works Authority

Engineer: Myers Engineering, Consulting Engineers, Inc.

By: _____
Print name: Steven JW. Gentling
Title: Chairman
Date Signed: _____

By: _____
Print name: William T. Myers, P.E.
Title: President
Date Signed: _____

Engineer License or Firm's Certificate No. 121

State of: Oklahoma

Address for Owner's receipt of notices:
The Guthrie Public Works Authority
P.O. Box 908

Address for Engineer's receipt of notices:
13911 Quail Pointe Drive
Oklahoma City, Oklahoma 73134

Guthrie, Oklahoma 73044

Designated Representative (Paragraph 8.03.A):
Mr. Bruce Johnson
Title: City Manager
Phone Number: 405-282-0488
E-Mail Address: bjohnson@cityofguthrie.com

Designated Representative (Paragraph 8.03.A):
William T. Myers, P.E.
Title: Principal Engineer/President
Phone Number: 405-755-5325
E-Mail Address: billm@mece.us.com

This is **EXHIBIT A**, consisting of 21 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Task 1 - Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - b. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify 2 alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Perform or provide the following other Study and Report Phase tasks or deliverables:
N/A
 15. Furnish 3 review copies of the Report and any other Study and Report Phase deliverables to Owner within 60 days of the Effective Date and review it with Owner. Within 21 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 3 copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 14 days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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A1.02 Task 2 - Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction

procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 3 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 45 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 3 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 14 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Task 3 - Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 45 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of such documents to Owner within 14 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating,

Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Task 4 - Bidding or Negotiating Phase

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 - 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 - 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: N/A
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Task 5 - Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. **General Administration of Construction Contract:** Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. **Resident Project Representative (RPR):** Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. **Selection of Independent Testing Laboratory:** Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. **Pre-Construction Conference:** Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. **Electronic Transmittal Protocols:** If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 6. **Original Documents:** If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction

Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any

Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. ***Defective Work:*** Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. ***Compatibility with Design Concept:*** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. ***Clarifications and Interpretations:*** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. ***Non-reviewable Matters:*** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. ***Field Orders:*** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. ***Change Orders and Work Change Directives:*** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. ***Differing Site Conditions:*** Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. ***Shop Drawings, Samples, and Other Submittals:*** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means,

methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to

Exhibit A – Engineer's Services

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such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. **Contractor's Completion Documents:** Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. **Substantial Completion:** Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. **Other Tasks:** Perform or provide the following other Construction Phase tasks or deliverables: Construction Staking Services
 25. **Final Notice of Acceptability of the Work:** Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final

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payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
N/A

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

Exhibit A – Engineer's Services

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PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;

- d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services..
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

Exhibit A – Engineer's Services

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18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Exhibit A – Engineer's Services

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**SPECIAL PROVISIONS TO EXHIBIT A
CITY OF GUTHRIE WASTEWATER TREATMENT PLANT IMPROVEMENTS
MEC PROJECT 216002**

Project Understanding

This project includes the design of the City of Guthrie Wastewater Treatment Plant Improvements.

SCOPE OF SERVICES

The scope of the Project includes the following distinctive phases:

1. **Study and Report Phase Services – Task 1**
2. **Preliminary Design Phase Services – Task 2**
3. **Final Design Phase Services – Task 3**
4. **Bidding or Negotiating Phase Services – Task 4**
5. **Construction Phase Services – Task 5**
6. **Post Construction Phase – Task 6**

The detailed scope associated with each phase is described below.

A. TASK 1 – STUDY AND REPORT PHASE

1. The following descriptions are intended to supplement Exhibit A – Basic Services in the Contract. This phase will result in an engineering report suitable for proceeding with the design phase of the project. The detailed scope of services for each category is outlined below.
2. Project Management. This task involves the overall management and coordination throughout this phase, progress meetings, design workshops, and coordination.
 - a. General Management and Coordination. This item includes:
 - i. Project initiation and setup
 - ii. Coordination of the Project team
 - iii. General Project communication and coordination with the City and regulatory agencies.
 - b. Quality Control Reviews. Engineer’s senior design and construction management staff shall review the results of design activities and the deliverables prior to submission.
3. Evaluation phase scope is outlined below.
 - a. The evaluation phase will consider the following process and alternatives. Each alternative will consider anticipated operating conditions when the facility is operated at an average daily flow of 1.0 MGD and 1.5 MGD.
 - i. Head Works - New Head Works including relocation of the recently installed bar screen to a new concrete structure, and a complete grit removal system.
 - ii. Primary Lift Station - A new primary lift station utilizing submersible pumps will be constructed. Alternatively the existing wet well may be retrofitted with new submersible

pumps. In the event that a new plant site is developed the appropriate force main shall be included in the design.

- iii. **Flow Equalization Basins** - The existing Flow Equalization Basin (FEB) system will be retrofitted with appropriate piping. The existing sludge in FEB Cell 2 shall be removed and disposed of properly. It is anticipated that the existing FEB system is adequate in capacity. However, hydraulic routing may require that the volume of the FEB system be expanded. If required, this will most likely be accomplished through augmenting the height of the existing earthen dikes to accommodate additional raw wastewater. In the event that a new plant site is developed, the design will include a flow equalization basin system.
 - iv. **Primary and Secondary Treatment Process** - The primary and secondary treatment processes will be combined in a Sequencing Batch Reactor (SBR) type system. The system will be designed for the estimated year 2046 population of Guthrie. The SBR system may consist of 3 cells with expansion capabilities for a fourth cell. The SBR System will also be designed for secondary limits with nutrient removal capability. The nutrient removal component will be evaluated in the engineering report phase.
 - v. **Sludge Facilities** – It is anticipated that new sludge handling facilities with consists of aerobic digesters, mechanical dewatering components, sludge storage and sludge composting facilities.
 - vi. **Disinfection** – UV disinfection is the process to be analyzed in conjunction with the continuance of the chlorination de-chlorination process.
 - vii. **Site Work** – The access road and parking areas will be redesigned as a part of the overall project. New access roads and parking areas will be provided in the design of a new plant site.
 - viii. **Demolition Plan** – The Design will include a demolition plan and suggested decommissioning plan dealing with existing treatment units and their removal from service.
 - ix. **Lab Building and Shop** – The Design shall include a laboratory and office building. The building will also include a shop or storage area.
 - x. **Water Supply** – The design shall include the extension of a water main from the existing City of Guthrie distribution system to the existing treatment facility site or a new site.
- b. Visit the site one time with lead technical staff involved with the development and review of the Engineering Report.
 - c. **Workshops:** The evaluation process will utilize workshops where the Engineer’s and the City’s key staff will meet in a brainstorming session to discuss various design issues. The goal of these workshops is to culminate in an evaluation recommendation based on interactive decisions. The preferences of the City’s staff will be discussed and evaluated as well as the ideas of the design team. The following workshops are proposed.

- i. Kickoff Meeting and Partnering Workshop: A half-day workshop at the beginning of the project where the goals, critical success factors, and needs of engineering, operations, and maintenance staff are discussed.
 - ii. Basis of Design: A workshop where Engineer will present recommended design values for process values, size and number of major pieces of equipment, tank volumes and other pertinent design values. Engineer will receive comments from the City staff and issue final basis of design values that will be used in developing the final engineering report.
1. Develop a mass balance spreadsheet for the facility that will consider raw wastewater quality and solids production. Use historical facility operating data and develop anticipated maximum day, week, and month values.
 2. Review the Waste Load Allocation study and recommend effluent design parameters for the receiving stream.
 3. Perform preliminary hydraulic calculations to determine pipe and pump sizes for the proposed processes.
 - a. Engineering Report - Engineer shall prepare an Engineering Report (ER) which shall summarize the design concept for review and approval before initiation of the final design process. The ER shall be prepared in the FACT Team format with preliminary drawings and/or sketches of the planned improvements, which will exhibit the basic concept for the proposed improvements. The report will include summaries of the equipment and materials recommended for use in the final design and the engineer's opinion of probable cost.
 - b. Deliverables. Engineer shall submit three (3) copies of the draft ER for review by the City. Engineer shall submit three (3) copies of the final ER in hardcopy format and a copy in electronic PDF format.

B. TASK 2 – PRELIMINARY DESIGN PHASE

Preliminary Plan Services shall be as provided in Exhibit A Paragraph A1.02 Basic Services in the Contract.

C. TASK 3 – FINAL DESIGN PHASE SERVICES

1. Major components and assumptions used during development of this scope and associated fee are discussed are those as described in Task 1.
2. Pertinent Existing facilities will be demolished as a part of the project and as such the design shall include demolition plans.
3. Geotechnical engineering services will be provided by others. However, the engineer will assist in the hiring of a geotechnical engineering firm and shall locate the bore holes.
 - a. Surveying services include a topographic survey of the existing plant site.
 - b. Subsurface Utility Engineering includes designating underground utilities in the work area. The City will uncover utilities as requested by the engineer so that the engineer may determine the horizontal and vertical location of the same.

4. **Project Management.** This task involves the overall management and coordination throughout Task 2 and includes progress meetings, design workshops, and coordination.
 - c. **General Management and Coordination**
 - i. Project task initiation and setup
 - ii. Coordination of the project team
 - iii. General project communication and coordination with the City and regulatory agencies
 - d. **Quality Control Reviews.** Engineer's senior design and construction management staff shall review the results of design activities and the deliverables prior to submission.
5. **Workshops.** The design process will utilize workshops where the Engineer's and the City's key staff will meet to discuss various design issues. The goal of these workshops is to culminate in a design based on interactive design decisions. The preferences of the City's staff will be discussed and evaluated as well as the ideas of the design team.
 - a. One workshop will discuss the Preliminary Design, and include preliminary one-lines, SCADA block diagrams, process flow diagrams, process instrumentation and control drawings, building sketches, design criteria, and preliminary site development drawings.
 - b. One workshop will discuss the Interim Design, and will include site grading and paving plans, one-lines, process instrumentation and control drawings, building plans and elevations, structural, electrical, and HVAC and specifications prior to submittal to the ODEQ for review.
 - c. Submittals will be delivered 2 weeks prior to each Workshop.
 - d. OWNER will submit comments on the Preliminary Design and Interim Design within two weeks after the workshop date.
6. **Progress Meetings.** Engineer will meet regularly with City staff via a conference call to discuss project progress, schedule, coordination issues, and action items.
 - a. The duration of the design project from Notice to Proceed to delivery of final bidding sets is approximately 7 months.
 - i. **Coordination with Outside Agencies.** The Engineer will coordinate the design work with the following agencies:
 - (A) Oklahoma Department of Environmental Quality (ODEQ). Engineer will respond to ODEQ Plan Review comments and modify plans and specifications to conform to ODEQ requirements and prepare required documents for variance applications. Engineer will assist the City to complete the construction permit application submission to ODEQ.
 - (B) City of Guthrie Planning and Permit Department. Engineer will meet with the fire and building code officials to discuss pertinent building code classifications as well as review the interim and final design documents. Engineer will modify documents as required for approval.

(C) Oklahoma Natural Gas (ONG). Meet with ONG staff to coordinate interim and final designs.

(D) Oklahoma Gas and Electric (OG&E). Meet with OG&E staff to discuss interim and final designs.

1. Prepare plans, technical specifications, contract documents, designs and layouts of improvements to be constructed, as described above.
2. Provide updated opinions of cost for budget purposes at preliminary, interim and final design milestones. The Engineer's projection of construction costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost.
3. Furnish up to four (4) half-size sets of plans, specifications and contract documents at the preliminary and interim design milestones. Upon completion, four (4) half-size sets will be furnished for review by the City. Upon completion of "final" review, Engineer will furnish four (4) full-size sets to the City's Plan Review Committee and attend a mandatory meeting. The Engineer will submit three (3) half-size sets of plans and specifications to the City for ODEQ submittal for approval.

D. TASK 4 – BIDDING OR NEGOTIATION PHASE SERVICES

Bidding or Negotiation Phase Services shall be as provided in Exhibit A Paragraph A1.04 Basic Services in the Contract.

E. TASK 5 – CONSTRUCTION PHASE SERVICES

1. The BASIC CONSTRUCTION PHASE ENGINEERING SERVICES will be provided based on the Construction Duration stipulated in the Bidding Documents. If construction administration services are required for greater than the Construction Duration through no fault of ENGINEER, ENGINEER may be entitled to additional compensation.
2. Engineer will review the Contractor's schedule and review schedule updates monthly. Engineer will discuss with the City if the Contractor appears to be in jeopardy of not completing the project within the Construction Duration stipulated in the Bidding Documents. Engineer will review and comment on recovery plans developed by the Contractor should they be needed.
3. Construction Services shall be as provided in Exhibit A Paragraph A1.05 Basic Services in the Contract.
4. Record Drawings. From information provided by the Contractor and Engineer's observations, Engineer will update electronic files of construction drawings to reflect the "as-constructed" configuration of the Project. Engineer will submit to the City one (1) set of 11" x 17" drawings at completion of the Project and one digital copy on a compact disk. Electronic files will be in Adobe PDF format.

E. TASK 6 – POST CONSTRUCTION PHASE SERVICES

Post Construction Phase Services shall be as provided in Exhibit A Paragraph A1.06 Basic Services in the Contract.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

Exhibit B – Owner's Responsibilities

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3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B – Owner's Responsibilities

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- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$700,000.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$280,000.00
b. Preliminary Design Phase	\$100,000.00
c. Final Design Phase	\$145,000.00
d. Bidding and Negotiating Phase	\$35,000.00
e. Construction Phase	\$140,000.00
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

**Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.**

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- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 18 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C2.02 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

- A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$270,000.00 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 375 working day construction schedule.
2. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

C2.03 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. *Owner shall pay Engineer for Additional Services, if any, as follows:*

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness, (which if needed shall be separately negotiated based on the nature of the required

consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: providing and maintaining field office facilities including furnishings and utilities;; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1 to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.5.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1** to **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$.25 /page black and white
Copies of Drawings	\$.25/sq. ft.

This is Appendix 2 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Member Description	Department	Hourly Rate
CADD Technician Level 1	CADD	\$ 80.00
CADD Technician Level 2	CADD	\$ 110.00
Inspector Level 1	Construction Management	\$ 90.00
Inspector Level 2	Construction Management	\$ 105.00
Plant Operator/Trainer	Construction Management	\$ 110.00
Engineering Assistant-1	Engineering	\$ 65.00
Engineering Assistant-2	Engineering	\$ 80.00
Engineering Assistant-3	Engineering	\$ 85.00
Engineering Intern	Engineering	\$ 100.00
Engineering Technician	Engineering	\$ 90.00
Project Engineer	Engineering	\$ 150.00
Program Manager	Engineering	\$ 95.00
Principal Engineer	Engineering	\$ 200.00
Global Positioning	Survey	\$ 145.00
Licensed Surveyor	Survey	\$ 115.00
Survey Technician	Survey	\$ 110.00
Survey Assistant	Survey	\$ 45.00

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

Exhibit D - Resident Project Representative.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee; assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion:

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
 Owner

And To: _____
 Contractor

From: _____
 Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury, aggregate: \$1,000,000
- c. General Liability –
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$1,000,000
- d. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- e. Professional Liability –
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$1,000,000

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. ***Mediation:*** Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by mutual consent of all parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. ***Engineer's Liability Limited to Amount of Insurance Proceeds:*** Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through or under Owner for any and all such uninsured Owner's Claims shall not exceed \$1,000,000.00.

- B. ***Indemnification by Owner:*** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

Exhibit I – Limitations of Liability.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

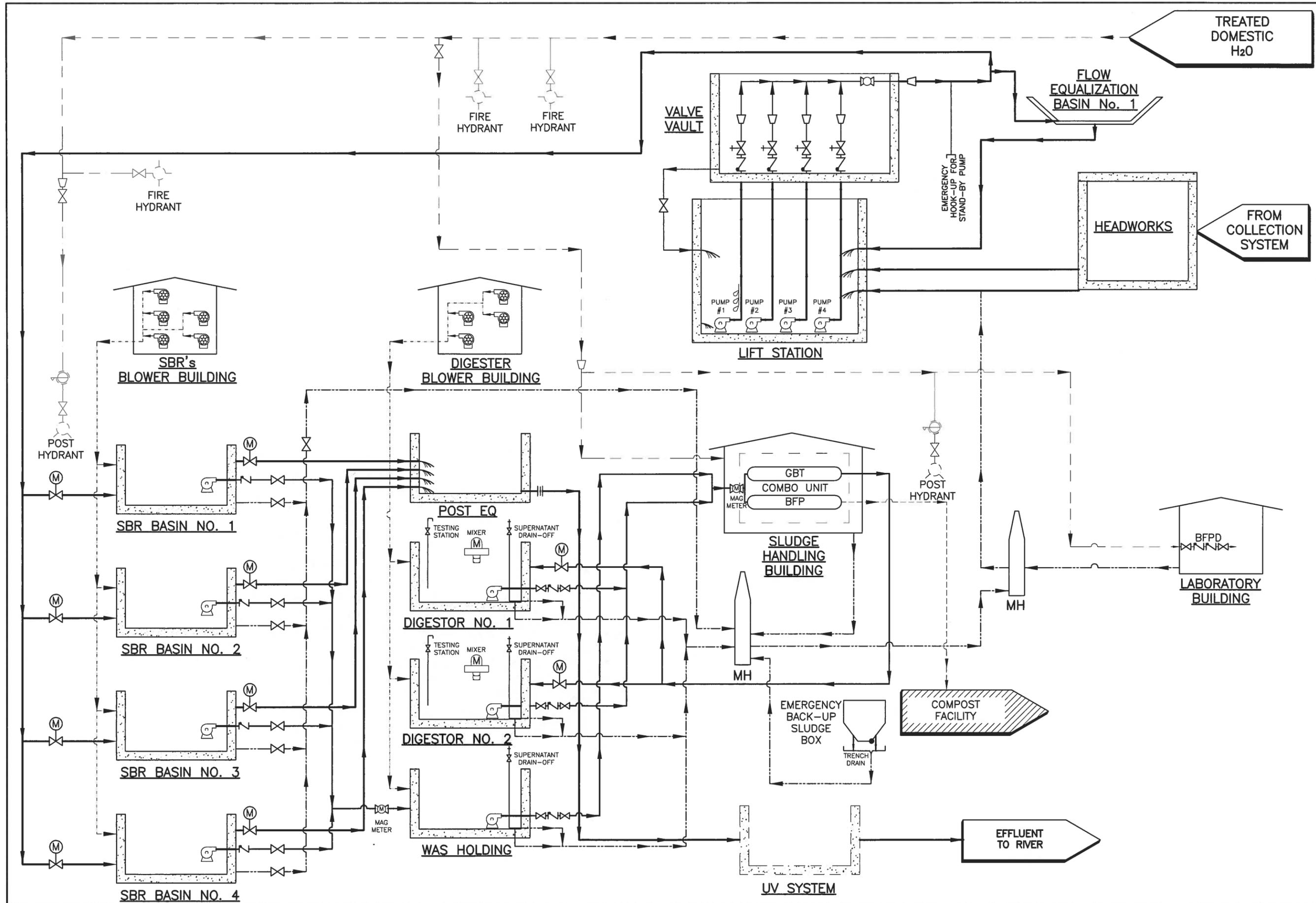
Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

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MYERS
Engineering

CONSULTING ENGINEERS, INC.
1001 North Lincoln Blvd., Suite 100
Tulsa, Oklahoma 74116
Phone: 918-582-1111 Fax: 918-582-1111

FOR THE
GUTHRIE PUBLIC WORKS AUTHORITY
LOGAN COUNTY, OKLAHOMA

WASTEWATER TREATMENT PLANT IMPROVEMENTS
FACILITY EXPANSION

MEC APPROVAL

Activity	Team Member	Date
Survey		
F.B.		
Design		
P.M.		
QA-QC		
Engr		

REVISIONS

No.	DATE	DESCRIPTION

FLOW DIAGRAM

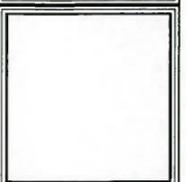
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 Date: 1/7/16
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SHEET **1** OF **3**

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MEC APPROVAL		
Activity	Team Member	Date
Survey		
F.B.		
Design		
P.M.		
QA-QC		
Engr		

REVISIONS		
No.	DATE	DESCRIPTION

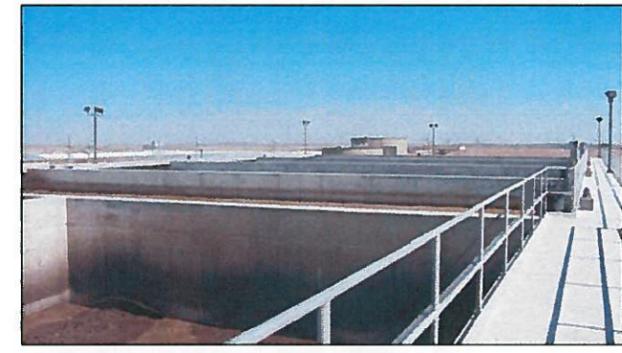


ENLARGED PLAN

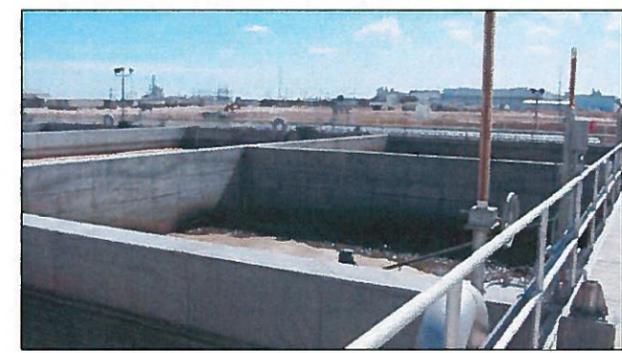
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Drawn By: L.C.H.
Date: 1/7/16
Scale: AS NOTED
216002 SITE.DWG



SBR BASIN



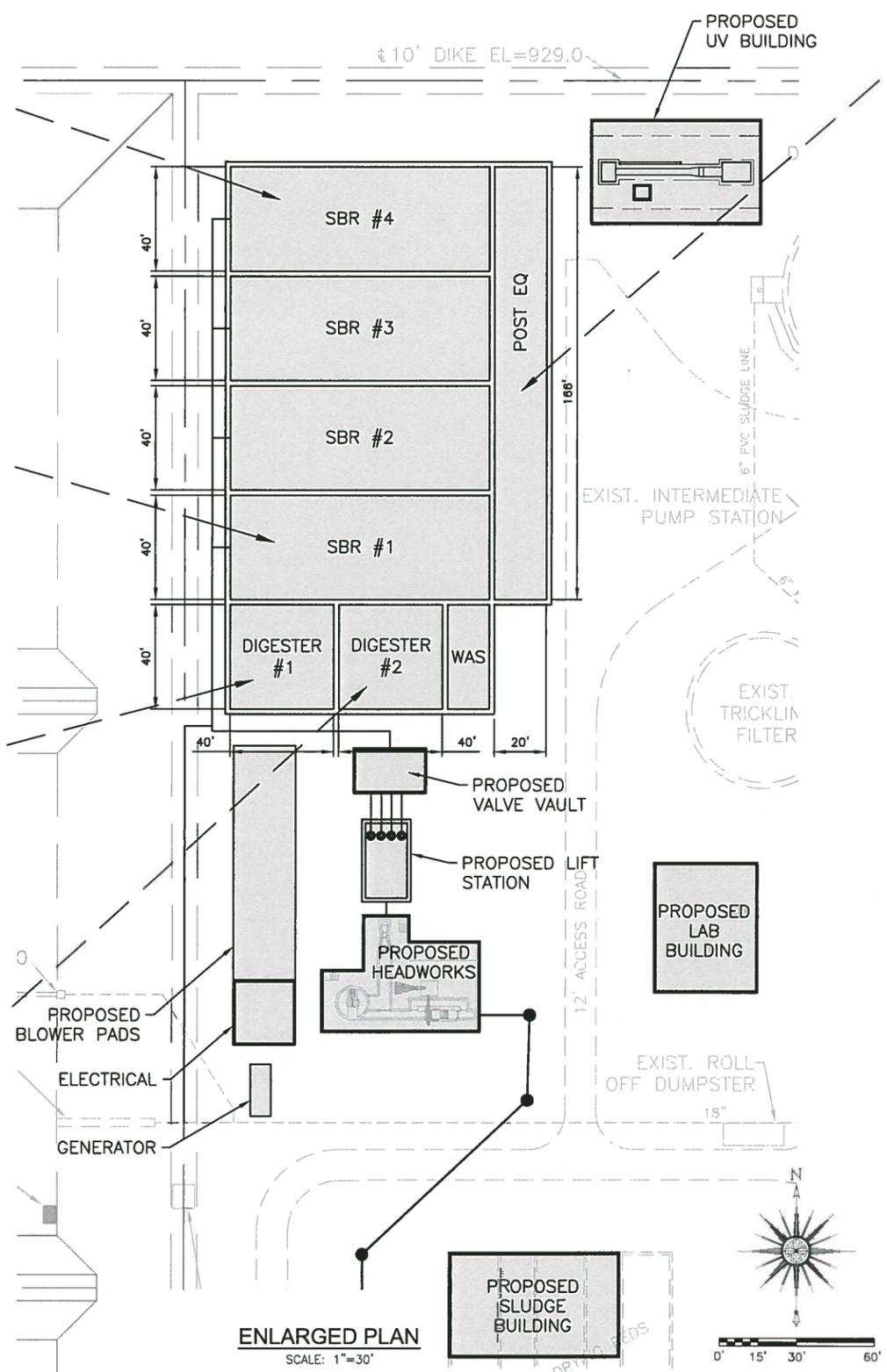
SBR BASIN



DIGESTER



DIGESTER



ENLARGED PLAN
SCALE: 1"=30'



POST EQ



BELT FILTER PRESS



BELT FILTER PRESS



BLOWERS



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: GEDA

Date of Meeting

July 19, 2016

Contact

Bruce Johnson,
 City Manager

Agenda Item

Discussion and possible action on Agreement with Guthrie Public Schools.

Summary

Guthrie Public Schools is looking at significant personnel reduction for the Fiscal Year 2016-2017, which reduces its ability to serve and benefit the Guthrie community. Research shows that quality education has many benefits for citizens and communities.

In order to assist the ability of Guthrie Public Schools to serve the Guthrie community, the City, GPWA, and GEDA propose an agreement to offer services of three School Resource Officers and make water and wastewater utilities available at costs that facilitate the retention of three (3) existing full-time teaching positions for Fiscal Year 2016-2017. If approved, the Agreement will begin August 1, 2016.

The Agreement may be cancelled by 90 day written notice by either party.

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

Supporting documents attached

- Agreement with Guthrie Public Schools

Recommendation

Approve Agreement.

Action Needed Public Hearing Motion Emergency Clause

AGREEMENT

This Agreement made and entered into as of the date hereinafter set forth, by and between the City of Guthrie, Guthrie Public Works Authority, and Guthrie Economic Development Authority (hereinafter referred to as “City”), as party of the first part and the Guthrie Public Schools, a non-profit entity established for public education in Logan County, Oklahoma (hereinafter referred to as “GPS”), as party of the second part, both of whom understand this Agreement as follows:

Witnesseth:

WHEREAS, public education is a worthy investment, with immense social and economic benefits; and

WHEREAS, research show that individuals who graduate and have access to quality education throughout primary and secondary school are more likely to find gainful employment, have stable families, and be active productive citizens; and

WHEREAS, individuals who have access to quality education are also less likely to commit serious crimes, less likely to place high demands on the public health care system, and less likely to be enrolled in welfare assistance programs; and

WHEREAS, a good education provides substantial benefits to individuals and, and individual benefits are aggregated throughout a community, creates broad social and economic benefits; and

WHEREAS, investing in public education is thus far more cost-effective for the public than paying for the social and economic consequences of under-funded, low quality schools; and

WHEREAS, GPS is looking at significant personnel reduction for Fiscal Year 2016-2017 reducing its ability to positively impact the social and economic benefits for the residents of the City of Guthrie.

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

Article I. GPS’s Obligations

1. GPS shall retain three (3) existing full-time teaching positions. Existing full-time teaching positions are defined as full-time teaching positions that were filled within GPS’s previous fiscal year budget but have been either scheduled to remain unfilled for 2016-2017 Fiscal Year or have been eliminated in the Fiscal Year 2016-2017 GPS Budget.
2. The annual compensation and benefits for the three (3) existing full-time teaching jobs shall be at the rates mirroring GPS’s current Employee Policies and Procedures Manual.

3. GPS shall deliver to the City before March 31, 2017, a Certificate of Compliance that it is in full compliance with each of its obligations under this Agreement, including the number of existing full-time jobs retained. The City is not obligated to comply with provisions in Article 2 if GPS fails to timely submit its Certificate of Compliance.
4. The City shall have the right to inspect all relevant records of GPS as are reasonably necessary to verify compliance with all requirements of this Agreement. Such inspections shall be preceded by at least two (2) weeks' notice in writing to GPS and shall not unreasonably interfere with GPS's business activities.

Article II. City's Obligations

1. For GPS's performance pursuant to Article I. the City shall provide two (2) School Resource Officers (SROs) pursuant to the attached agreement (Exhibit A). In consideration for the City's assignment of the SROs, GPS will not be required to reimburse the City for the SROs for Fiscal Year 2016-2017.
2. The City shall make water and wastewater utilities available at costs necessary to execute the retention of three (3) existing full-time teaching positions.

Article III. General Terms

1. The Effective Date of the Agreement is August 1, 2016. This Agreement shall become enforceable upon execution and delivery by the City and GPS.
2. If either the City or GPS should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of ninety (90) days after the receipt of said notice to cure such default, prior to instituting an action for breach or pursuing any other remedy for default.
3. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the City and GPS.
4. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
5. In the event GPS elects not to proceed with the Agreement, GPS shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.
6. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Oklahoma and venue shall lie in the district courts of Logan County, Oklahoma.

7. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

IN WITNESS WHEREOF, the parties have set their hands to the Agreement this day of July 19th, 2016, to be signed and executed on behalf of the City of Guthrie by its Mayor and duly attested by its City Clerk and signed and executed by the President of the Guthrie Public Schools, who is not a voting member of the City, and attested by the Clerk to the Board of GPS, both in duplicate.

THE CITY OF GUTHRIE

Steven J. Gentling, Mayor

ATTEST: (Seal)

Kim Biggs, City Clerk

APPROVED AS TO FORM:

City Attorney

GUTHRIE PUBLIC SCHOOLS

E. Sharon Watts, President

ATTEST: (Seal)

Tina Smedley, Clerk of the Board of Education

EXHIBIT A

AGREEMENT

This agreement made and entered into this 19th day of July , 2016 by and between the City of Guthrie, Oklahoma, a municipal corporation, hereinafter referred to as the “City”, and the Guthrie School District of Logan County, Oklahoma, hereinafter referred to as “District”, WITNESSETH.

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of the public schools of the District through the placement of a police officer in said schools.

ADMINISTRATION: This agreement shall be administered by the City Manager and the Chief of Police with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of the disputes. The City Manager and the Chief of Police of the City shall receive from the District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of Schools for the District.

TERM OF AGREEMENT: This agreement shall be in effect as of the date the agreement is signed by both parties for a period of one calendar year and may be renewed on an annual basis.

AGENCY REPRESENTATIVES: The parties will develop procedures for ongoing meetings and will, at least annually, review and if necessary, recommend any changes.

MODIFICATION OF AGREEMENT: Modification of this agreement shall be made only by consent of both parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications signed by the parties.

QUALIFICATIONS: The officer shall be duly certified police officer of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators. City agrees and guarantees that the police officer will be, at all time, certified Peace Officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council on Law Enforcement Education and Training, the City of Guthrie, Oklahoma and as may be required by law. City warrants to District that police officer is fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by City for use by police officers, including, but not limited to, any weapons or equipment designed to or capable of causing harm to persons or property.

DUTIES OF SCHOOL RESOURCE OFFICERS:

The SRO’s duties will include, but not be limited to, the following:

- A. To be an extension of the principal’s office for assignments consistent with this Agreement.
- B. To be a visible, active law enforcement figure on campus dealing with law

EXHIBIT A

- enforcement matters and school code violations originating on the assigned campus.
- C. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
 - D. To provide a classroom resource for law education using approved materials.
 - E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
 - F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
 - G. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
 - H. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that an SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
 - I. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
 - J. All law enforcement agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the campus SRO.
 - K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.
 - L. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
 - M. The SRO is first and foremost a law enforcement officer. This fact must be constantly reinforced.
 - N. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:

Drugs and the law – Adult and juvenile;
Alcohol and the law – Adult and juvenile;

EXHIBIT A

Sexual assault prevention;
Safety programs – Adult and juvenile;
Assistance in other crime prevention programs as assigned.

- O. The SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of the school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- P. The SROs will wear their department authorized duty weapons in accordance with department policy.

ACCESS TO EDUCATION RECORDS:

- A. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If confidential student records information is needed by an SRO, the information may be released only as allowed by law.

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS:

- A. The SROs shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that the Chief of Police assign a different officer as the SRO for that school.
- E. The parties shall agree in writing how many SROs will be employed during any school year.

FUNDING: In consideration for the City's assignment of a School Resource Officer in accordance with the program outlined in this agreement and the Agreement between the City of Guthrie and Guthrie Public Schools passed July 19, 2016, the District agrees to pay the sum of

EXHIBIT A

\$0.00 per officer. This amount represents the nine (9) months school is in session. If the Agreement passed July 19, 2016, is terminated for any reason, the costs associated with expected salary and all applicable benefits and premium expenses will be based on the 2016 salary and benefit expenses of the SRO. Upon renewal of this agreement funding in successive years shall be an amount as calculated above. Prior to the start of each school year, the City shall calculate the cost for the next year in accordance with this paragraph and provide notice of such to the District 45 days prior to the first day of school. Such amount shall be the new payment amount for the agreement unless the District chooses to terminate this agreement as provided below.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon sixty (60) days notice.

WITNESS OUR HANDS the day and year first above written:

“City”

By:

Mayor, City of Guthrie

Date

Attest:

City Clerk, City of Guthrie

“District”

By:

President, Board of Education
Guthrie Public Schools

Date

Attest:

EXHIBIT A

Clerk of the Board of Education
Guthrie Public Schools

MINUTES
CITY COUNCIL MEETING
June 21, 2016

The regular meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, June 17, 2016, before 5:00 p.m. and held Tuesday, June 21, 2016, in the Guthrie City Hall Council Chambers.

Mayor Gentling called the meeting to order at 7:01 p.m.

Members Present:	Steven J. Gentling	John Wood	Gaylord Thomas
	Jeff Taylor	Sharyl Padgett	Ed Wood
	Brian Bothroyd		

Members Absent: None

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Jim Ahlgren	Cody Mosley	

Mayor Gentling declared a quorum with all Council Members in attendance.

Public Comments, Community Announcements, and Recognition. None.

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

- A. Consider approval of minutes of the Regular City Council Meeting held on June 7, 2016.
- B. Consider approval to declare police badges which have reached their useful life or have become obsolete as surplus property and allow the Purchasing Agent to sell said property to a restricted audience in a way that is most beneficial to the City of Guthrie.
- C. Consider approval of Oklahoma Tax Commission Agreement for Administration of the Sales and Use Tax.
- D. Consider approval to accept a grant from the Oklahoma Historical Society in the amount of \$12,000.
- E. Consider approval of City-County Defense Agreement between the City of Guthrie and Logan County Board of Commissioners.
- F. Consider approval of Budget Amendment No. 8 increasing the budget for the Fire Fund, Grant Fund, and Hotel/Motel Fund.

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

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

Mayor Gentling declared the motion carried unanimously.

Public hearing, Special Use Permit for Multi-Family Housing at 301 W. Harrison. The applicant, Bywater Development Group LLC, filed an application for the Planning Commission to approve a special use permit to be issued for property located at 301 W. Harrison Avenue that would allow for development of more than twelve multi-family housing units within the Central Business District (CBD). Ordinance No. 3279 was passed on February 2, 2016 mandating any party constructing more than twelve multi-family housing units within the CBD receive approval of a special use permit from the Guthrie City Council. Ordinance No. 3279 under Section 1, Paragraph A reads: “In the Central Business District, the construction of multi-family housing exceeding twelve (12) units at any one address shall require a special use permit approval from a majority of the Guthrie City Council.” The Guthrie Planning Commission met on June 9, 2016 to hear the application for a special use permit to be issued for property located at 301 W. Harrison Avenue to allow for construction of more than twelve multi-family units within the CBD. The Planning Commission voted unanimously (3-0) to recommend not approving this special use permit. A public hearing was held for the purpose of soliciting comment(s) regarding this item. Mr. Lynn Bilodeau spoke in opposition of issuing a Special Use Permit for this type of project due to parking and limited space. Mr. Billy Wheeler spoke in favor of the plan presented by the developer and asked that the Special Use Permit be approved. Ms. Sherri Mueller, representing the applicant, requested that this item be tabled for forty-five days in order to give the applicant additional time to work with City staff to address the list of items required by the City of Guthrie. Motion by Council Member Bothroyd, seconded by Council Member Thomas, moved to table this item to the August 2nd City Council meeting. Council Members entered their votes and the votes were displayed with the following results:

Aye: J. Wood, Thomas, Bothroyd
Nay: Gentling, Taylor, Padgett, E. Wood

Mayor Gentling declared the motion failed with three (3) ayes and four (4) nays. Motion by Council Member E. Wood, seconded by Council Member Taylor, moved to approve a Special Use Permit for the construction of a Multi-Family Housing Development at 301 W. Harrison. Council Members entered their votes and the votes were displayed with the following results:

Aye: Thomas
Nay: Gentling, J. Wood, Taylor, Padgett, E. Wood, Bothroyd

Mayor Gentling declared the motion failed with one (1) aye and six (6) nays.

Mayor’s appointment to Historic Preservation Commission. Mayor Gentling recommended appointing Mr. Lynn Bilodeau to the Historic Preservation Commission. Motion by Council Member Thomas, seconded by Council Member Taylor, moved to table this item for further discussion. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Canceling July 5, 2016 City Council Meeting. Motion by Council Member Thomas, seconded by Council Member Bothroyd, moved approval of canceling the Tuesday, July 5, 2016 City Council and Guthrie Public Works Authority Meetings due to the 4th of July holiday. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

City Manager's Report: City Manager Johnson reminded Council about the upcoming retreat scheduled for Thursday, June 23rd at 8:30 a.m.

Requests/Comments from Members of the City Council: Announced upcoming community events and reminded citizens that volunteers are needed for the upcoming Little Britches Rodeo taking place at the Lazy E Arena July 4th through July 10th.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 7:59 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor

MINUTES

CITY COUNCIL RETREAT

June 23, 2016

The special meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Tuesday, June 21, 2016 before 8:30 a.m. and held Thursday, June 23, 2016 in the Guthrie City Hall Council Chambers.

Mayor Steven J. Gentling called the meeting to order at 8:33 a.m.

Members Present: Steven J. Gentling John Wood Gaylord Z. Thomas
 Sharyl Padgett Ed Wood Brian Bothroyd

Members Absent: Jeff Taylor

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

Mayor Gentling declared a quorum with six (6) Council Members in attendance.

Discussion of City Finances. City Manager Johnson reviewed the items provided in the agenda packet including the current treasurer’s report, monthly sales tax report, debt service report, list of awarded and pending grants, and a list of current agreements and contracts with expiration dates. Johnson requested to use funds collected from the “user fee” to pay off five lease-purchase loans totaling approximately \$190,000 in order to save interest and eliminate payments in FY17.

Discussion of Airport. City Manager Johnson provided a list of airport improvements recommended by airport board members, users of the airport, businesses, tenants, and transients. Johnson explained how the Guthrie-Edmond relationship works regarding the sharing of resources and the process of billing. He also shared his vision of making the airport the premier “regional” airport in the state of Oklahoma.

Discussion of Cemetery. City Manager Johnson reviewed the summary provided in the agenda packet and stated that staff is in the process of obtaining quotes to install fencing as part of the capital improvements sales tax initiative. Johnson also stated that staff is working with Myers Engineering regarding the need to clear and plot the additional 12 acres recently purchased.

Discussion of Community Development. City Manager Johnson reviewed the summary provided in the agenda packet and provided additional information on the following:

- State Capital Publishing Museum – Johnson stated that staff is working with Dr. Bob Blackburn, with the Oklahoma Historical Society, regarding the possible acquisition of the building. A request has been made to allow the City time to develop a restoration plan and market study for the use of the building.
- Excelsior Library – Johnson stated that renovation would cost approximately \$80,000 and could take place this fall with an estimated completion date of June 2017. The building

could be used to house local non-profits allowing them to share space and resources. After much discussion, it was the consensus of council members in attendance to not renovate the building and ask the city attorney to develop an agreement to possibly “gift” the building to a 501c3 with required completion dates for renovation.

Discussion of Convention and Visitors Bureau and Tourism. City Manager Johnson reviewed the summary provided in the agenda packet. Discussion was held regarding the feasibility of combining the Convention and Visitors Bureau, Chamber of Commerce, and Economic Development. If combined, each entity would still maintain separate boards and separate budgets but all would report to the Guthrie Economic Development Authority --- requires further discussion. Discussion was also held regarding the need to create a plan for how we want to measure and collect data going forward to determine the return on tourism efforts and expenditures.

Discussion of Economic Development. City Manager Johnson reviewed the summary provided in the agenda packet. Discussion was held regarding food trucks. Johnson stated that he has not received any complaints from restaurant owners regarding the presence of food trucks and that it seems to be a nonissue at this time.

Discussion of Emergency Management. City Manager Johnson stated that he plans to begin discussions with the County Commissioners on the possibility of expanding the EMS District and establishing a Library and Animal Control District.

Discussion of Engineering Projects. City Manager Johnson reviewed the Infrastructure Assessment report provided in the agenda packet.

Discussion of Fire and Emergency Medical Services. Fire Chief Eric Harlow reported that the City of Crescent voted to not allow Guthrie EMS to service the Crescent area at this time.

Discussion of Human Resources. City Manager Johnson stated that staff will be creating a policy on City services and resources offered to non-profits and not-for-profits. Staff is also amending policies for GTV20.

Discussion of Library. Suzette Chang, Library Director, created and provided a 5-year plan for the Guthrie Public Library. Staff is researching the possibility of a Multi-County Library System which would maximize use of facilities and programming, provide better business and educational opportunities, and save money.

Discussion of Ordinances. City Manager Johnson stated that the Itinerant Merchants ordinance needs to be amended. Changes to this ordinance will have a big impact on smaller events around town that utilize food trucks. This ordinance will be discussed further in a workshop. The current Beer Garden / Special Event ordinance also needs to be amended. It is confusing and does not fully address the original goal of the ordinance to safely regulate the sale and consumption of alcohol at local events. An amendment will be placed on the next council agenda.

Discussion of Police. City Manager Johnson stated that staff is meeting with Logan County, Rural Fire Departments, and Crescent about combining dispatch services into a centralized entity. Police Chief Don Sweger provided a list of grants that the Police Department has been awarded and explained the importance of two specific grants (Victim Advocate and Violence Against Women) and the funding for resources they provide including personnel, equipment, and vehicles – approximately \$300,000.

Discussion of Public Works / Municipal Services. City Manager Johnson reviewed the department summaries provided in the agenda packet for Parks, Sewer, Streets, and Water.

Swimming Pool / Aquatic Center – Staff will be visiting communities with similar swimming pools/aquatic centers that was presented at a previous council workshop and will provide a plan and contract soon.

Disc Golf – Discussion was held regarding the plan to construct a Disc Golf Course at Highland Park that was presented to City Council on December 1, 2015 by Miss Kaitlyn High and Mr. Sean Turk. It was the consensus of the council members in attendance to ask Miss High and/or Mr. Turk to provide an update on the project and offer an alternative for the City to partner with a private entity to finish the project.

Viaduct Update – City Manager Johnson provided an update in the agenda packet. He stated that the cost of the project has gone from \$15 million to \$22 million. Johnson recommends purchasing extra light poles when ODOT purchases them for the Viaduct to be used on East Noble.

Banner School Property – Owner is willing to give to the City. Staff plans to demo the structure and bring to grade.

Transportation – Staff is meeting with Edmond and other entities regarding the possibility of bringing (regional) rail service to Guthrie.

Council members would like to see more pocket parks, walking trails (as presented in the 2002 Comprehensive Plan), and repairs made to existing parks.

Discussion of City of Guthrie Goals, Vision for Community, and Strategic Plan. City Manager Johnson reviewed the City of Guthrie Economic Development Strategic Plan provided in the agenda packet and the stated goal: *To improve the economic viability and attractiveness of the City of Guthrie proper, as well as strengthen its status as one of America's most livable cities. To do so by creatively and realistically utilizing the City of Guthrie's strengths and identifiable current and future development opportunities.*

Mayor Gentling reviewed the Goals and Objectives established in 2015 and checked off the items completed.

Discussion of Boards, Commissions, and Committees. Discussion was held regarding the need to establish a general policy governing all boards, commission, and committees. The policy should contain the following:

1. One year residency inside city limits
2. Attendance should mirror what is required by City Council --- (fails to attend four (4) successive regular meetings)
3. Must live inside city limits on all Boards/Commissions with the exception of Airport, CVB , and HP Commission
4. Two term limit (off one term)
5. Members may only serve on two boards at one time
6. Board of Adjustment (currently 2 planning members sit on the board)
 - a. Limit to 1 planning member (or per state statute)
 - b. The position should possibly be an advisor / non-voting member

Mayor's Update. Mayor Gentling stated that ACOG has recommended opposing the State of Oklahoma's sales tax initiative and asked if the City should take an official position on it – to be further discussed. The mayor would like target dates on the summaries provided. The mayor also stated that he enjoyed the process and thanked City Manager Johnson and staff for coordinating the meeting and providing information to assist in the process.

Council Member Comments: Council members stated that they enjoyed the process of open discussion on multiple topics and would like to see more workshops for this very reason but with fewer topics.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 1:02 p.m.

Kim Biggs, City Clerk

Steve J. Gentling, Mayor



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

July 19, 2016

Contact

Jim Ahlgren,
Human Resource Director

Agenda Item

Consider approval of a request from Roy Laepple for an early retirement payment from the City of Guthrie Oklahoma Municipal Retirement Fund (OMRF) retirement plan.

Summary

Roy Laepple is a 27 year employee of the City of Guthrie that will be retiring from our employ effective July 29, 2016. Roy has requested an early retirement payment under the provisions of the plan.

Funding Expected Revenue Expenditure X N/A

Budgeted X Yes No N/A

Account Number Amount

Legal Review X N/A Required Completed Date:

Supporting documents attached

- Oklahoma Municipal Retirement Fund Application for Retirement Pension

Recommendation

Staff requests approval of the early retirement pension for Roy Laepple.

Action Needed Public Hearing X Motion Emergency Clause

APPLICATION FOR RETIREMENT PENSION

In accordance with the provisions of the Retirement Plan, I hereby apply for retirement pension for which I believe I have met the eligibility requirements (or shall have satisfied such requirements as of my contemplated retirement date). I submit the following information for the purpose of obtaining such pension, and hereby certify that it is true and correct to the best of my knowledge and belief.

Name ROY LAEPPL Soc. Sec. No. _____
 Address PO BOX GUTHRIE, OK 73044
 (Number and Street) (City, State and Zip Code)
 Telephone Number: (580) 484- Employment Date 06/19/1989
 Date of Birth* 08/21/ First Day of Service Credit 06/19/1989
 Spouse's Date of Birth* _____ Last Day of Employment 07/29/2016
 * Proper evidence must be submitted to verify age.

Name of Retirement Plan CITY OF GUTHRIE
 Have you been employed by any other Municipality and covered under OMRF? NO
 If yes, where: _____

I wish to apply for the following type of pension (check only one):

- Normal Retirement. Payments will begin on the first day of the month following retirement.
- Early Retirement. Payments will begin 08/01/2016. If not specified, payments will begin on the first day of the month following retirement.
- Deferred Retirement. Payments to begin on _____. (Enter any date on or after which the retiree turns age 55. If not specified, payments will begin on the first day of the month following age 65.)
- Lump Sum Payment or other Optional Form of Payment (if allowed by your plan document).
- Payment to be deferred until _____.
- Other _____.

NOTICE OF JOINT & SURVIVOR OPTION:

Marital Status: Married: If married, you must complete Section 1 or Section 2 below.
 Unmarried: If not married, complete only the Beneficiary Designation below, listing name and your relationship to beneficiary. No other information is required in this section. _ _
 Primary Beneficiary: WINONIA SHUGART GIRL FRIEND
 Contingent Beneficiary: HAROLD BREYER GIRL FRIEND'S SON

Section 1: JOINT AND SURVIVOR OPTION ELECTION

Subject to all terms of the Retirement Plan, I hereby certify that I am a married employee not legally separated from my spouse, and hereby elect the following optional pension in lieu of the benefits to which I may otherwise become entitled upon retirement. (Initial one option.)

- Option 1:** Whereby I will receive a reduced pension payable for life, and payments in the same reduced amount (100%) will, after my death, be continued to my spouse named herein during his/her lifetime.
- Option 2:** Whereby I will receive a reduced pension payable for life, and payments in the amount of 50% of my reduced pension will, after my death, be continued to my spouse named herein during his/her lifetime.
- Option 3:** Whereby I will receive a reduced pension payable for the joint lifetime of myself and my spouse named herein, **and upon either of our deaths**, payments in the amount of 66 2/3% of such reduced pension will be continued to the survivor during the survivor's lifetime.

Spouse's Name: _____ Social Security No.: _____

Section 2: REVOCATION OF JOINT AND SURVIVOR OPTION ELECTION

I hereby revoke my option of a joint and survivor option under the terms of the retirement Plan.

IF YOUR PLAN INCLUDES THE DEFINED CONTRIBUTION HYBRID OPTION, COMPLETE THE FOLLOWING:

The **Hybrid Option** allows you to elect a lump-sum payment of your Employee Contributions & Interest, **OR** to convert part or all of your Employee balance into your monthly pension. Below, specify how your Employee Balance is to be paid (*initial one*):

- _____ Pay me the total Hybrid Account Balance (Complete Form DB 4.10 in addition to the designated pension forms.)
- _____ Convert total Balance into monthly pension
- _____ Other: _____

I understand that my pension must be approved by the Retirement Committee and that my pension amount will be adjusted if it begins before my Normal Retirement Date, if it includes a Joint and Survivor Option or if an Optional Form of Payment is requested.

I understand that: (a) all pension payments shall be made in accordance with the provisions of the Retirement Plan and pursuant to the official rules adopted by the Committee; and (b) once I have begun to receive benefit payments, I cannot make changes to the type of pension which I have requested.

07/05/2016
Date

Roy F. Lescage
Participant's Signature

EMPLOYER CERTIFICATION AND APPROVAL

By signing below, the Authorized Agent confirms that each of the following statements is true and correct:

1. PAYROLL INFORMATION

- A. Final salary amount to be submitted or posted on the OMRF data base is as follows:
\$ _____, to be paid on _____ (date)
- B. I confirm that:
 - 1) I have reviewed the Salary History for this Participant on the OMRF website and confirmed it to be true and accurate; and
 - 2) OMRF is authorized to proceed with the benefit calculation based on this data.

2. CERTIFICATION

- A. I certify that the information as provided is true and correct and that the proper evidence for Proof of Age has been submitted;
- B. The participant has received a copy of the *Special Tax Notice* regarding plan distributions; and
- C. The Application for Retirement Pension has been submitted to the Retirement Committee (governing body).

3. APPROVAL BY EMPLOYER FOR PENSION BENEFITS

Based on review and action by the Retirement Committee, the employee named herein has been **APPROVED** for a retirement pension under the terms of the Plan.

Date

BY: _____
Authorized Agent for the Retirement Committee

Participant is Denied Pension Benefits

Based on review and action by the Retirement Committee, the employee named herein does not qualify for a retirement pension under the terms of the Plan and the Application for Retirement Pension is DENIED.

Date

BY: _____
Authorized Agent for the Retirement Committee



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

July 19, 2016

Contact

Eric Harlow,
Fire Chief

Agenda Item

Consider approval to accept a \$24,910.00 grant for a rescue boat and accessories from the Firehouse Subs Public Safety Foundation for Guthrie Fire-EMS.

Summary

The fire department is requesting approval to accept a \$24,910.00 grant from the Firehouse Subs Public Safety Foundation. This grant will allow the fire department to obtain a new rescue boat to be used during incidents during flood situation and at area bodies of water, including Guthrie and Liberty Lakes. The grant will provide funds for a RescueONE Connector Boat, trailer, control console/ steering wheel, 40 horsepower Mercury outboard motor and folding dive/rescue platform. This will allow the fire department to replace a 1984 Crestliner boat that is in poor condition.

Funding Expected X Revenue X Expenditure N/A
Budgeted Yes X No N/A
Account Number TBD Amount \$24,910.00
Legal Review X N/A Required Completed Date:

Supporting documents attached

- Email notification of grant award

Recommendation

Approve acceptance of grant

Action Needed Public Hearing X Motion Emergency Clause

Eric Harlow

From: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>
Sent: Tuesday, July 05, 2016 9:49 AM
To: Eric Harlow
Cc: foundationteam; Ty Lowry; Jim Costello; Paul Heer
Subject: APPROVED: Firehouse Subs Public Safety Foundation Grant
Attachments: Foundation Logo jpg-RGB.jpg; Foundation Logo-VectorCMYK.ai; Foundation Logo-VectorCMYK.eps

Dear Eric,

We are pleased to announce that the Firehouse Subs Public Safety Foundation has awarded the **Guthrie Fire-EMS** the requested **Rescue One Connector Boat and trailer package that includes a steering wheel/control console, LED search light package, fold-out rescue/diver platform and 40hp jet-prop outboard motor** valued at up to **\$24,910.00**.

Please print this email to review instructions for the grant fulfillment process.

The fulfillment of your grant award will be executed by one of the options below:

OPTION 1) Our Foundation Team will purchase directly based on your submitted quote

- The vendor will ship the equipment directly to your organization
- **PROOF OF DELIVERY REQUIRED:** upon delivery, you will be required to send a signed & dated copy of the packing slip to our Foundation via e-mail (procurementfoundation@firehousesubs.com) or fax **(904) 886-2111** (Please note: our accounting department requires this documentation prior to paying invoices) .

OPTION 2) Our Foundation Team will draft a Memo of Understanding (MOU) for both parties to sign. Once signed and returned, the Foundation will send your organization a check directly.

- **PROOF OF DELIVERY/PAYMENT REQUIRED:** Once you purchase the items, you will be required to send us all invoice copies, proof of payment and packing slips, signed and dated to document delivery for auditing purposes. E-mail (procurementfoundation@firehousesubs.com) or fax **(904) 886-2111**.

The Foundation will determine which fulfillment option will be used. The Foundation will be contacting you (**within 10 weeks**) to begin the procurement/fulfillment process. If you do not hear from our team within 10 weeks, please email procurementfoundation@firehousesubs.com.

ADDITIONAL NOTES:

- —A dedication event/press event or other acknowledgement of the grant award may be planned after the grant fulfillment process is complete. Further details will be sent at that time.
- Any immediate media announcements from your organization regarding the grant award must be approved by our Foundation. Please draft a media announcement and send it to Firehousesubs@zimmerman.com cc: Foundation@firehousesubs.com for approval.

- We request that your organization acknowledges the grant by displaying our Foundation logo on granted items/equipment whenever possible. Our Foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation team before being displayed.

We are very excited about being able to assist your organization and ultimately improve the life-saving capabilities of your community. We'll be in touch as we go through this process.

Warmest Regards,

**Robin, Brady, Gina, Jackie, Meghan & Nancy
Firehouse Subs Public Safety Foundation**

Follow us on Twitter: @SavingLives

foundation@firehousesubs.com | FirehouseSubs.com/Foundation
p) 904.886.8300

3400-8 Kori Road
Jacksonville, FL 32257

Facebook: [Facebook.com/FirehouseSubsFoundation](https://www.facebook.com/FirehouseSubsFoundation)

Twitter: [Twitter.com/savinglives](https://twitter.com/savinglives)

The Firehouse Subs Public Safety Foundation is dedicated to improving the life-saving capabilities and the lives of local heroes and their communities.

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Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA Public <input checked="" type="checkbox"/> Other: <u>Hearing</u>	Date of Meeting July 19, 2016	Contact Cody Mosley, Community & Economic Development Director
--	---	--

Agenda Item

Public hearing, discussion and possible action on a request to issue a special use permit for development of multi-family housing at 829 E. Triplett Road.

Summary

The applicant filed an application for the Planning Commission to approve a special use permit to be issued for property located at 829 E. Triplett Rd. that would allow for ATV/offroad/dirtbike use in an area zoned C-2 (General Commercial).

The Guthrie Planning Commission met on July 14, 2016 to hear the application for a special use permit to be issued for property located at 829 E. Triplett Rd. to allow for ATV/offroad/dirtbike use in an area zoned C-2 (General Commercial). The Planning Commission voted unanimously (4-0) to recommend not approving this special use permit.

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

Supporting documents attached

- Application for Special Use Permit

Recommendation

Planning Commission recommends denying the special use permit application.

Action Needed Public Hearing Motion Emergency Clause

Next Mtg 07-14-16
5:30pm
Council Chambers



RECEIVED
06/08/16
OFFICE OF
COMMUNITY
PLANNING &
DEVELOPMENT



APPLICATION
PLANNING COMMISSION REVIEW

MARK + ANGELA MILLER DBA GUTHRIE EXTREME
Applicant Name
817 E. TRIPLETT, 825 E. TRIPLETT + 829 E. TRIPLETT
Address
GUTHRIE, OK. 73044
City, State, Zip
405-201-3801 405-596-9348
Home Phone Cell Phone Business Phone

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 _____ Review Preliminary Plat _____
Amend Zoning Ordinance 2422 _____ Review Final Plat _____
Vacate or Close Public Easement _____ Other _____

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

SPECIAL USE PERMIT

Legal Description:
829 E. TRIPLETT:
SEE ATTACHED DEED FILED IN BOOK 2167, PAGE 217

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

Street Address: 829 E. TRIPLETT

Describe the proposed use of the property:

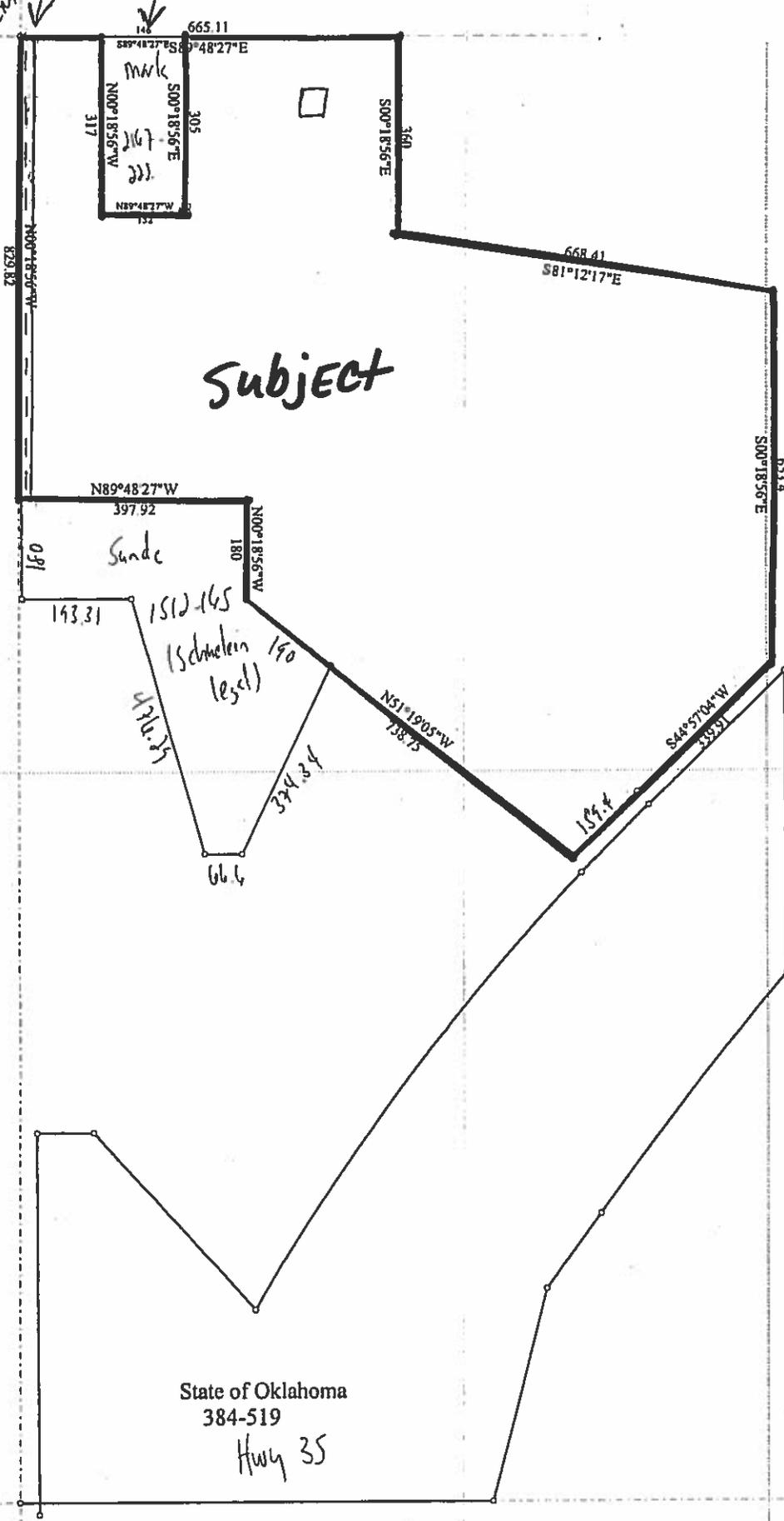
Required Attachments:

- ✓ 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.

Angela Miller
Signature

6-8-16
Date

30
R/W
EASTMEN



SUBJECT

665.11
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Sunde

1512-165
 (Schuelein
 legal)
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 374.34
 66.6

I-35

State of Oklahoma
 384-519
 Hwy 35

Title:	Date: 12-01-2011
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Scale: 1 inch = 250 feet	File: MARK MILLER REF SCHUELEIN LEGAL W2NE33-16N-2W NEW SHEET FROM CARIB + HWY DED DEED.dwg
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Welcome to Logan County Online

Data provided by Tisha Hampton, Logan County Assessor.

Map Image Tabular Search Sale Search



Map Ready

Footer

The Logan County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omis



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: July 19, 2016, Contact: Cody Mosley, Community & Economic Development Director

Agenda Item

Public hearing, discussion, and possible action on Ordinance No. 3290 amending the zoning ordinance from mixed R-1 and C-2 to strictly C-2 for property located at the southwest corner of Perkins & Division as recommended by the Planning Commission.

Summary

On Thursday July 14, 2016 the Planning Commission met to discuss application 2016-20113746 regarding a request to rezone the southwest corner of Perkins & Division. The request is for a rezoning from a mix of R-1 and C-2 to strictly C-2 (General Commercial). The site is currently a mix of homes and retail space. The Planning Commission voted unanimously to recommend approval of the rezoning.

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

Supporting documents attached

- Ordinance No. 3290, Map of Site, Planning Commission Report

Recommendation

Approve the adoption of Ordinance No. 3290

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

ORDINANCE NO. 3290

AN ORDINANCE RELATED TO ZONING, AMENDING THE ZONING ORDINANCE OF THE CITY OF GUTHRIE, OKLAHOMA TO INCLUDE THE TERRITORY HEREINAFTER DESCRIBED IN THIS ORDINANCE, SAID TERRITORY BEING LOCATED IN THE COUNTY OF LOGAN, STATE OF OKLAHOMA.

Whereas, the territory hereinafter described in this ordinance is within the city limits of the City of Guthrie, Oklahoma; and

Whereas, in the judgment and discretion of the City of Guthrie, it will contribute greatly to the benefit of the City of Guthrie for the property described hereinafter to be zoned for commercial use.

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

SECTION 1 The zoning code found in Ordinance No. 2422 of the City of Guthrie is hereby amended to include and there is hereby rezoned by the City of Guthrie to C-2 "General Commercial" the following described tract of land in Block EIGHTY-FIVE (85) in the Townsite of GUTHRIE PROPER, a subdivision of the City of Guthrie, Logan County, Oklahoma, according to the plat recorded in Book1 plats, Pages 4,5,&6, being the East Half of Section 8, Township 16 North, Range 2 West, of the Indian Meridian, Logan County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 1 in Block 85 in the Townsite of Guthrie Proper Addition; Thence S0°28'47"E along the East line of said Block 85 a distance of 200.00 feet to the Southeast corner of Lot 8 in said Block 85; Thence S89°31'13"W a distance of 300.00 feet to the Southwest corner of Lot 17 in said Block 85; Thence N0°28'47"W along the West line of said Block 85 a distance of 200.00 feet to the Northwest corner of Lot 24 of said Block 85; Thence N89°31'13"E along the North line of said Block 85 a distance of 300.00 feet to the Northeast corner of said Lot 1 and to the POINT OF BEGINNING.

ADOPTED AND APPROVED this _____ day of _____, 2016.

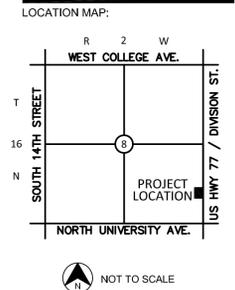
Steven J. Gentling, Mayor

ATTEST: (Seal)

Kim Biggs, City Clerk

Approved as to form and legality:

Randel Shadid, City Attorney



PROJECT:
GOODWILL
 GUTHRIE, OKLAHOMA
 PROJECT NUMBER: 16053
 DRAWING DATE: XXXXX
 ISSUE DATE: XXXXX

SEAL:

SUBMITTAL:
ISSUED FOR REVIEW

REVISIONS:

MARK	DATE	DESCRIPTION

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION AND CONSENT OF CEDAR CREEK CONSULTING INC. THIS SHEET IS NOT TO BE USED FOR CONSTRUCTION UNLESS THE ISSUE DATE IN THE TITLE BLOCK COINCIDES WITH OR POST DATES THE DRAWING DATE. ANY CHANGES MADE FROM THESE PLANS WITHOUT CONSENT OF CEDAR CREEK CONSULTING INC. ARE UNAUTHORIZED, AND SHALL RELIEVE CEDAR CREEK CONSULTING OF RESPONSIBILITY FOR ALL CONSEQUENCES ARISING OUT OF SUCH CHANGES.

DRAWING TITLE:

SITE PLAN
 SHEET:
C1.00

SITE NOTES

- CONTRACTOR SHALL REFER TO THE CONSTRUCTION DOCUMENTS INCLUDING BUT NOT LIMITED TO THE WRITTEN SPECIFICATIONS, CONSTRUCTION DRAWINGS, STORM WATER POLLUTION PLAN, AND GEOTECHNICAL REPORT.
- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE OWNER'S DESIGN GUIDELINES AND SPECIFICATIONS, AND WHERE APPLICABLE SHALL MEET THE REQUIREMENTS OF THE GOVERNING/PERMITTING AUTHORITY HAVING JURISDICTION.
- CONTRACTOR IS RESPONSIBLE FOR THEIR OWN HORIZONTAL AND VERTICAL CONTROL, REFERENCE POINTS AND CONSTRUCTION STAKING AS INCIDENTAL TO THE PROJECT.
- THE CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS/PROPERTY LINES/UTILITIES/DRAINAGE PRIOR TO CONSTRUCTION START.
- ALL WORK NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED AS INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS WHICH ARE CLASSIFIED FOR PAYMENT.
- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL AND MEP PLANS AND SPECIFICATIONS BEING A PART OF THE CONSTRUCTION DOCUMENTS FOR THE EXACT LOCATIONS AND DIMENSIONS OF ENTRY, EXIT PORCHES, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE, AND DOWNSPOUT LOCATIONS/SPECIFICATIONS/DETAILS.
- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB (FC) UNLESS OTHERWISE NOTED.
- PARKING LOT STRIPING SHALL BE 4" WIDE AND WHITE IN COLOR. HANDICAP PARKING STALLS STRIPING AND SIGNAGE SHALL BE IN STRICT ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.
- UNLESS OTHERWISE NOTED ALL RADII SHALL BE 3'.
- BUILDING DIMENSIONS ARE TO OUTSIDE OF MASONRY, UNLESS OTHERWISE SHOWN.
- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION AND DETAILS OF ALL UTILITY ENTRANCES. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS AND ASSURE PROPER DEPTHS ARE ACHIEVED, AS WELL AS COORDINATED WITH ANY UTILITY COMPANIES FOR APPROVED LOCATIONS AND SCHEDULING OF TIE-INS/CONNECTIONS TO THEIR FACILITIES.
- REFER TO ARCHITECTURE PLANS FOR SITE LIGHTING AND ELECTRICAL CONDUIT PLANS. POLE LOCATIONS ARE SHOWN ON THIS SHEET FOR REFERENCE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND ADJUST ANY CONSTRUCTED CONFLICTS WITH UNDERGROUND UTILITIES, SIDEWALKS, ETC.
- CHECK ARCHITECTURAL PLANS FOR EXACT DOWNSPOUT LOCATIONS.
- CONTRACTOR SHALL REFER TO LANDSCAPE AND IRRIGATION PLAN FOR LOCATION AND CONSTRUCTION DETAILS OF LANDSCAPING AND IRRIGATION.

LEGEND

---	BOUNDARY LINE	---	EX. POWER POLE
---	RIGHT OF WAY LINE	⊕	PROP. POWER POLE
---	EASEMENT LINE	⊞	EX. TELEPHONE PED.
---	EXISTING CONCRETE CURB AND GUTTER	⊕	EX. TELEPHONE MANHOLE
---	PROPOSED CONCRETE CURB AND GUTTER	⊞	EX. TRAFFIC SIGNAL LIGHT
---	PROPOSED FIRE LANE STRIPING	⊞	EX. TRAFFIC CONTROL BOX
---	OHE	⊞	EX. FLAG POLE
---	OVERHEAD ELECTRIC	⊞	EX. YARD LIGHT
---	UGE	⊞	EX. GREASE TRAP
---	UNDERGROUND ELECTRIC	⊞	EX. SS MANHOLE
---	GAS	⊞	PROP. SS MANHOLE
---	UGT	⊞	EX. GAS METER
---	UNDERGROUND TELEPHONE	⊞	EX. ELECT. MANHOLE
---	UNDERGROUND FIBER OPTIC	⊞	EX. STORM MANHOLE
---	FO	⊞	EX. BOLLARD
---	8"SS	⊞	PROP. INLETS (SEE GRADING PLAN FOR TYPE)
---	8"W	⊞	VERTICAL SEPARATION REQUIREMENT
●	BENCHMARK		

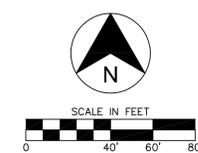
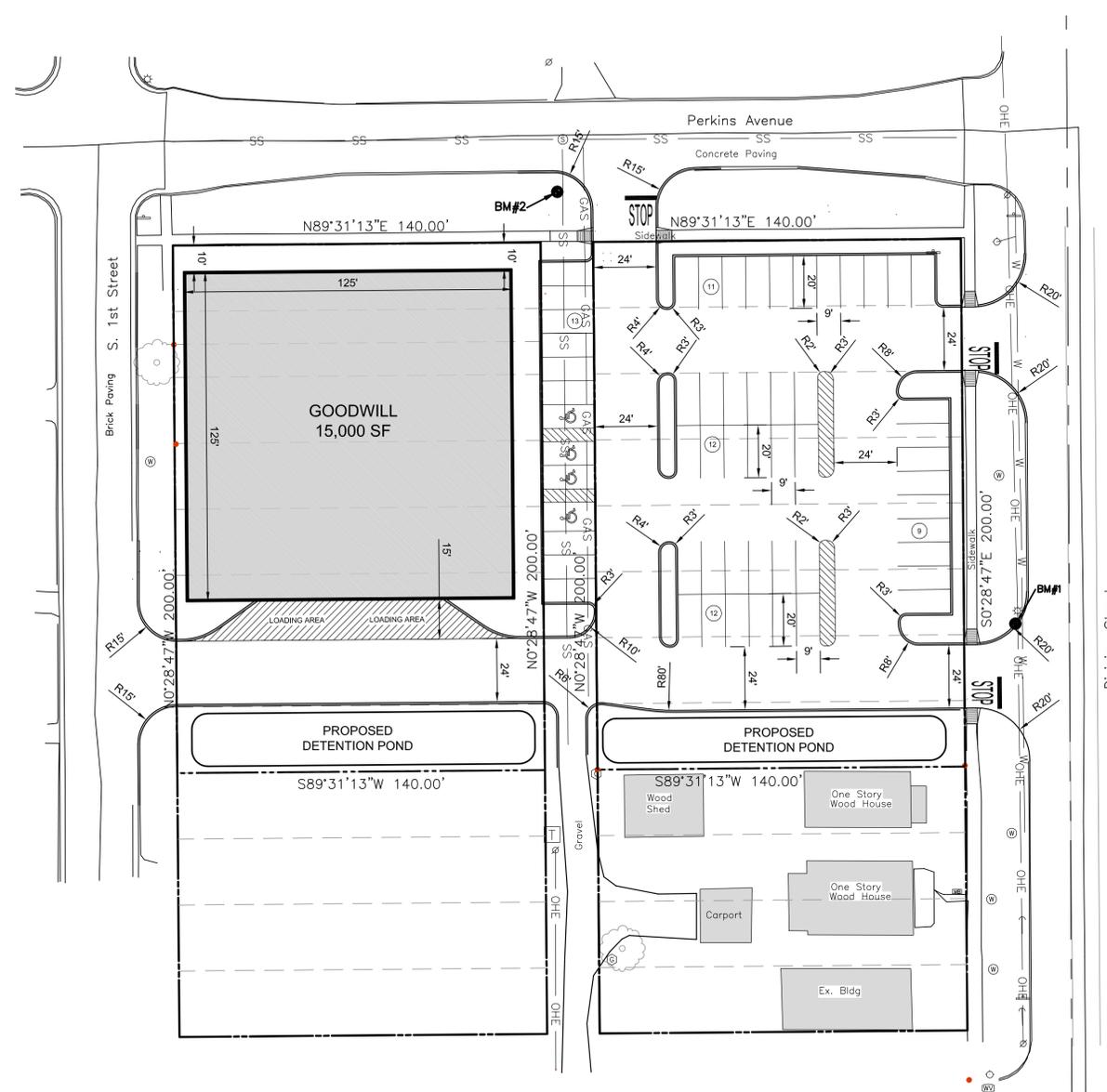
NOTE: CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL PROPOSED WORK MEETS ADA REQUIREMENTS. REFER TO www.access-board.gov/ada-aba/ada-standards-doj.cfm

NOTE: CONTRACTOR SHALL CONSTRUCT AND INSTALL WHEEL STOPS, SIGNS, AND ADA RAMPS AT ALL HANDICAP SPACES.

SITE DATA

LOT INFORMATION:
 ZONING - EX. VARIES - REQUESTING REZONE TO C-2
 PROPOSED USE: RETAIL
 LOT SIZE: 1.38 ACRES (60,000 SF)
 BUILDING SIZE: 15,000 SF

PARKING REQUIREMENTS:
 CRITERIA
 TOTAL REQUIRED PARKING: 100 P.S.
 TOTAL PROVIDED PARKING: 57 P.S.
 HANDICAP PARKING REQUIREMENTS:
 PROVIDED: 4 P.S.
 **REQUESTING VARIANCE TO ALLOW 57 SPACES



PLANNING REPORT

To: Chairman and Members of the Planning Commission
From: Cody Mosley, Community & Economic Development Director
Date: June 15, 2016
Subject: Request for a rezoning of land for residential development

GENERAL INFORMATION:

Applicant: Tapp Companies Corporation

Owner: Same

Requested Action: Consideration of and recommendation to the City Council regarding a request to rezone property located on the Southwest Corner of Perkins and Division from R-1 to C-2 "General Commercial"

Description: Former Carl's Junior location and surrounding area

Surrounding Land Use and Zoning: C-2, R-1

Special Information: Application #2016-20113746 is seeking a recommendation to approve the rezoning of land from R-1 & C-2 to strictly C-2 General Commercial to allow for construction of a new retail store

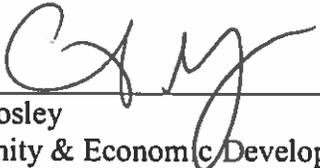
Transportation: N/A

Utilities Available: Water, Electric, Sewer

History: Primary site served as former Carl's Junior restaurant on Division

Notification: Notice was published in the *Guthrie News Leader* on June 25, 2016 and 45 letters were mailed to property owners within 300 feet of the subject property.

Respectfully submitted,



Cody Mosley
Community & Economic Development Director



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

July 19, 2016

Contact

Bruce Johnson,
City Manager

Agenda Item

Discussion and possible action on Ordinance No. 3291 amending and establishing protocol for municipal events and special event permits as it applies to non-intoxicating and intoxicating beverages, and declaring an emergency.

Summary

The current portion of the Guthrie Code of Ordinances relating to serving intoxicating beverages (beverages with over 3.2% alcohol by weight, such as wine and mixed drinks) and non-intoxicating beverages (beverages with over .5 to 1% alcohol by volume and less than 3.2% alcohol by weight, such as beer) at special events consists of a Special Event ordinance and a Beer Garden ordinance, leading to confusion in permit application and law enforcement processes. Additionally, these current ordinances prohibit a vendor or event organizer from hosting more than four (4) special events at which alcoholic beverages are served per year.

This newly proposed Ordinance merges and revises the two current ordinances, defines the permitting process, and sets requirements for serving non-intoxicating beverages and intoxicating beverages at special events.

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

Supporting documents attached

- Ordinance No. 3291 - Special Events Permits, Intoxicating and Non-Intoxicating Beverages
Map of Guthrie Capitol Townsite Historic District

Recommendation

Approve Ordinance.

Action Needed Public Hearing X Motion X Emergency Clause

ORDINANCE NO. 3291

AN ORDINANCE AMENDING CHAPTER TWO, ARTICLE THREE AND CHAPTER TWO, ARTICLE FIVE OF THE MUNICIPAL CODE OF THE CITY OF GUTHRIE, OKLAHOMA, MERGING THE ARTICLES AND REVISING CERTAIN SECTIONS RELATING TO THE MUNICIPAL PROTOCOL FOR SPECIAL EVENTS AND SPECIAL EVENT PERMITS, AS IT APPLIES TO NON-INTOXICATING AND INTOXICATING BEVERAGES. UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS ARTICLE, THIS ORDINANCE PROVIDES FOR SEVERABILITY, REPEALER AND DECLARES AN EMERGENCY.

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

SECTION 1

ARTICLE 3: SPECIAL EVENTS SERVING NON-INTOXICATING OR INTOXICATING BEVERAGES

2-100 PERMIT REQUIRED.

No person shall hereafter keep, maintain, conduct or operate any Special Event in the city which distributes Intoxicating or Non-Intoxicating Beverages without first obtaining a permit and paying the fee provided herein.

(Ord. 3025, passed 8-19-97; Am. Ord. 3052, passed 8-17-99)

2-101 DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DESIGNATED AREA. The premises on public property approved by the city.

HISTORIC PRESERVATION DISTRICT. The Capitol Townsite Historic District as defined in Section Three of the Guthrie Historic Preservation Ordinance (Ord. No.3075).

INTOXICATING BEVERAGES. All beverages containing more than 3.2% alcohol by weight, and mixed alcoholic beverages (example includes wine).

NON-INTOXICATING BEVERAGES. All beverages containing more than ½ of 1% alcohol by volume and less than 3.2% alcohol by weight (example includes beer).

PERSON. Any individual, firm, partnership, association or corporation, whether conducted for profit or not for profit.

SPECIAL EVENT PERMIT. An annual permit allowing a person to sell and distribute Intoxicating beverages (with a valid ABLE Commission License), or to sell and distribute Non-Intoxicating beverages (with a valid County License), within Designated Areas for intoxicating beverages and Historic Preservation District for non-intoxicating beverages or within enclosed structures, for occasional and limited duration.

2-102 NON-INTOXICATING AND INTOXICATING BEVERAGES PERMITS - APPLICATION.

(A) Application for a Special Event Permit where intoxicating and/or non-intoxicating beverages are sold or distributed shall be made to the Office of the City Manager and may be granted upon satisfying the conditions set forth in this article. The application shall contain the following information:

(1) The name, address and telephone number of the applicant; (The applicant shall be the actual person who will operate the Special Event.)

(2) A site plan showing the proposed designated area for the Special Event; the site plan shall include a statement from the sponsoring organization of the community-wide activity approving the proposed location of the Special Event. The sponsoring organization will designate on the site plan the location for multiple vendors, if there will be more than one.

(3) The dates when the Special Event shall be conducted;

(4) A copy of the applicant's current on-premises low-point beer license issued by Logan County if serving non-intoxicating beverages;

(5) Each vendor shall present a certificate of liability insurance coverage, including host liquor liability, with limits for personal injury and property damage not less than the city's limits of liability under the Governmental Tort Claims Act;

(6) A statement, signed by the applicant and each vendor, certifying that if a permit is approved, the applicant agrees to abide by all applicable laws and ordinances of the city and to indemnify and hold the city harmless from any and all liability arising out of the use or condition of the premises or operation of the Special Event; and

(7) Other information as the City Manager deems appropriate.

(B) No permit shall be issued for a Special Event unless application for the same is submitted to the Community Development office at least three working days in advance of the community-wide activity. Applications for Special Events will be considered in the order received.

2-103 SPECIAL EVENTS PERMITS CONDITIONS FOR APPROVAL.

(A) Special Event Permits shall not exceed the period of the celebration, event or festival for which it is part.

(B) Only those persons holding a current valid licenses from Logan County for non-intoxicating beverages and ABE Commission for intoxicating beverages shall be eligible to sell or distribute non-intoxicating or intoxicating beverages.

(C) The designated area for non-intoxicating beverages shall be restricted to those public streets and properties within the Guthrie Historic Townsite District. Nothing in this article shall be construed to require the city to close any property, street or streets during any community-wide activity. No part of the Special Event Permit shall be located within 150 feet of any property zoned for residential use or school use.

(D) The designated area for intoxicating beverages shall be restricted to clearly marked with a nonmetallic fence or barricade not less than three feet in height and made of sufficient material to prevent litter generated within the Special Event from blowing outside the area. The fence or barrier shall comply with all city ordinances regarding sight clearance at intersections. Ingress and egress to the designated area shall be from public property. Non-intoxicating beverages shall be limited to a serving capacity of one person for each ten square feet of designated area.

2-104 SPECIAL EVENT FEES.

(A) For each Special Event a fee designated in the Schedule of Fees as compensation for the exclusive use of public property, plus a refundable cleaning deposit will be required. A permit shall be issued only for the designated area shown in the original application.

(B) Permits shall not be transferable to other persons or other designated areas. Except for the cleaning deposit required herein, neither refunds nor credits, in full or pro rata, shall be made for operating a Special Event for less than three days duration for any reason, inclement weather included.

2-105 CONTINUING COMPLIANCE.

It shall be unlawful for any person to operate or maintain a Special Event selling or distributing intoxicating beverages, except in continuous conformity with the following regulations:

- (A) Special Events Permit may be used on the approved dates from 11:00 a.m. to 2:00 a.m. daily.
- (B) All beverages shall be sold or dispensed in non-glass containers unless otherwise granted permission by the City Manager.

- (C) Each Special Event, while in operation, shall be conducted in conformance with all applicable city, county and state laws regulating the dispensing and on premises consumption of low-point beer, and all other applicable laws and ordinances.
- (D) The permit issued pursuant to this article shall be kept on the premises of the Special Event during all hours of operation and shall be made available for inspection upon request of law enforcement authorities of the city.

2-106 PENALTY.

- (A) Any person who violates any provision of Article 3 or who allows or attempts to allow a Special Event permit to be used by another person to operate a Special Event, or who applies for a permit with the intent to transfer or attempt to transfer the permit, shall be guilty of an offense, and upon conviction thereof, shall be fined up to \$200, plus costs. Each day of violation shall constitute a separate offense.
- (B) Any person convicted of violating any provision of Article 3 or any provision of this chapter shall not be eligible to receive a Special Event Permit for a period of one year following the conviction.

SECTION 2:

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

SECTION 3:

Any Ordinance in conflict with this Ordinance is repealed.

SECTION 4:

For the preservation of the public peace, health, and safety of the citizens of the City of Guthrie, an emergency is hereby declared to exist, whereupon this Ordinance shall be in full force and effect upon its passage and approval.

Passed and approved, and the emergency clause ruled upon separately, this 19th day of July, 2016.

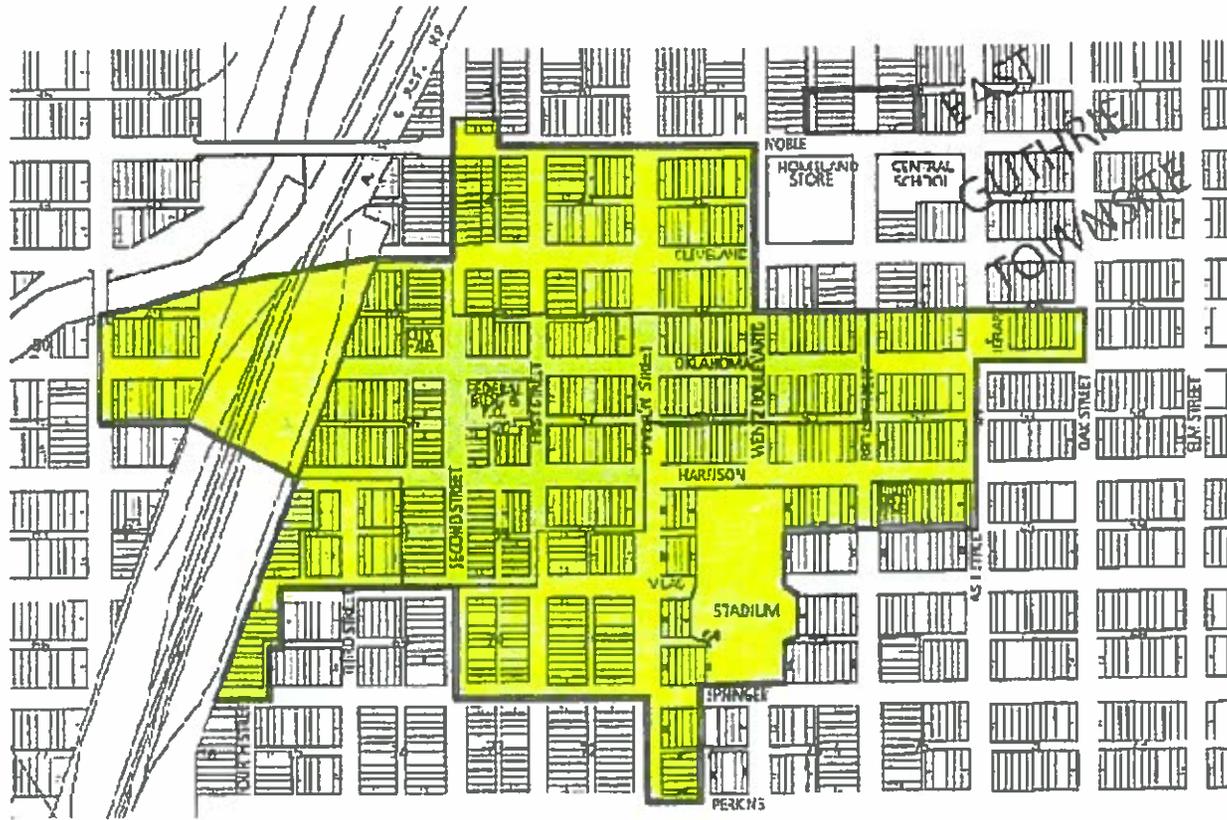
Steven J. Gentling, Mayor

ATTEST:

Kim Biggs, City Clerk

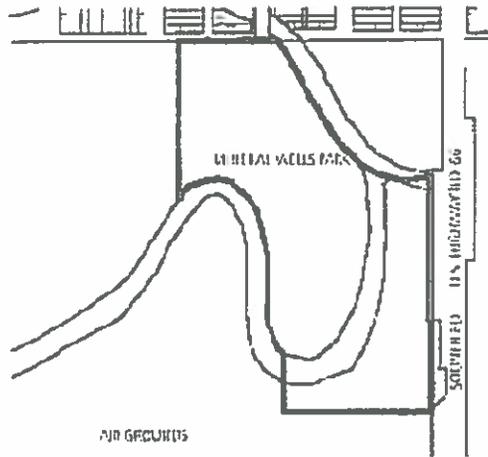
APPROVED AS TO FORM AND LEGALITY:

Randel Shadid, City Attorney



KEY:

-  CTHD: Capitol Townsite Historic District "Area of Application" as defined under Section 3 of the Guthrie Historic Preservation Ordinance
-  NHL: National Historic Landmark District



CAPITOL TOWNSITE HISTORIC DISTRICT





Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: July 19, 2016, Contact: Schellon Stanley, Airport Manager

Agenda Item

Discussion and possible action of Resolution No. 2016-13, accepting the FAA Grant offer for Airport Improvements for Project no. 3-40-0036-016-2016 at the Guthrie-Edmond Regional Airport.

Summary

On Friday, June 22, 2016, the City of Guthrie submitted the grant application for the Design Only of Rehabilitation of the Runway Lights. The FAA requires that the grant agreement be approved and accepted by Resolution adopted by the governing body.

Funding Expected: x Revenue, x Expenditure, N/A; Budgeted: Yes, No, x N/A; Account Number: 96-00-00-5503; 98-98-94-6590; Amount: \$48,510 grant; \$5,390 share; Legal Review: N/A, Required, Completed Date:

Supporting documents attached

- Resolution No. 2016-13
Airport Engineer CEC Recommendation Letter

Recommendation

Staff recommends approval.

Action Needed: Public Hearing, X Motion, Emergency Clause

RESOLUTION NO. 2016-13

RESOLUTION APPROVING AND ACCEPTING GRANT OFFER FOR AIRPORT IMPROVEMENT PROGRAM, PROJECT NO. 3-40-0036-016-2016 AT THE GUTHRIE/EDMOND REGIONAL AIRPORT.

WHEREAS, the City of Guthrie has submitted to the FAA a Project Application dated June 22, 2016, for a grant of Federal funds for a project at or associated with the Guthrie-Edmond Regional Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Guthrie-Edmond Regional Airport consisting of the following:

Design Only of the Rehabilitation of the Runway Lights

WHEREAS, the City of Guthrie has been notified by the Federal Aviation Administration that the projects have been approved; and,

WHEREAS, the Federal Aviation Administration required it be notified of approval and acceptance of the grant by the City of Guthrie.

NOW, THEREFORE, be it resolved that the City of Guthrie does hereby approve and accept terms of the Federal Aviation Administration Grant for Project No. 3-40-0036-016-2016 regarding the Design Only of the Rehabilitation of the Runway Lights. The City of Guthrie does accept said grant from the Federal Aviation Administration and will comply with all terms and conditions of the contract regarding said improvements.

Approved this 19th day of July, 2016.

Steven J. Gentling, Mayor

ATTEST:

Kim Biggs, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Randel Shadid, City Attorney



CEC
infrastructure solutions

June 7, 2016

Ms. Schellon Stanley
Airport Manager
Guthrie-Edmond Regional Airport
520 Airport Rd.
Guthrie, Oklahoma 73044

RE: Grant Application
AIP 3-40-0036-016-2016
Design Only for Rehabilitate Runway Lights

Dear Ms. Stanley:

Please find enclosed the Grant Application for referenced project.

1. The Mayor should sign and date in 7 places (I'm sorry), all 3 copies of the enclosed FAA grant application. One copy should be mailed to Wayne Switzer at the address below, one is for your files, and please return the 3rd copy to me. This item does not require Council approval and should be completed as soon as possible.

Mr. Wayne Switzer
Program Manager
FAA Southwest Region
ATTN: AR/OK ADO, ASW-630
10101 Hillwood Parkway
Fort Worth, Texas 76177

2. At the next Council meeting, the Council should pass a resolution accepting the grant and authorizing the Mayor to execute the grant agreement upon receipt from FAA. When the grant agreement arrives from FAA, it may likely have to be returned within a short timeframe, and by approving it now, a special meeting can be avoided. The FAA grant will be in the amount of \$48,510, and the City's matching share will be \$5,390.



CEC
infrastructure solutions

Please don't hesitate to call if you have any questions.

Sincerely,

Toby Baker, P.E.

CEC // INFRASTRUCTURE SOLUTIONS

Airports Division Manager



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

July 19, 2016

Contact

Bruce Johnson,
City Manager

Agenda Item

Discussion and possible action on Resolution No. 2016-14 establishing general policy requirements for appointments to Guthrie Boards and Commissions.

Summary

This Resolution sets a general policy for requirements to be appointed and serve on City of Guthrie Boards and Commissions.

The policy includes the following:

- Applicants must reside within the corporate city limits for at least a year prior to date of application and must continue to reside within city limits during the time served on the board or commission (unless otherwise exempted).
Individuals may not serve on more than two (2) Boards or Commissions at one time.
Individuals who miss more than four (4) successive meetings are considered voluntarily resigned.

Funding Expected Revenue Expenditure x N/A

Budgeted Yes No x N/A

Account Number Amount

Legal Review N/A Required Completed Date:

Supporting documents attached

- Resolution No. 2016-14 - Boards and Commissions General Policy

Recommendation

Approve Resolution.

Action Needed Public Hearing X Motion Emergency Clause

RESOLUTION NO. 2016-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE
ESTABLISHING GENERAL POLICY REQUIREMENTS FOR
APPOINTMENT TO AND CONTINUED SERVICE ON THE CITY OF
GUTHRIE BOARDS AND COMMISSIONS**

WHEREAS, it is the duty of the City Council to appoint persons to the various City Boards and Commissions; and,

WHEREAS, the Guthrie City Council desires the establishment of a policy stating procedures necessary to efficiently make appointments to Boards and Commissions; and,

WHEREAS, the Guthrie City Council desires to authorize the implementation of such policies and procedures in connection with the Guthrie Boards and Commissions.

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

1. In order to be eligible to be appointed to a City of Guthrie Board or Commission an individual must be a resident within the corporate limits of the City of Guthrie unless otherwise stated by Oklahoma State Statutes or City of Guthrie ordinance or resolution establishing the board or commission.
2. In order to eligible to be appointed to a City of Guthrie Board or Commission an individual must have been a resident of the City of Guthrie for one (1) year.
3. Any individual appointed to a City of Guthrie Board or Commission is required to maintain residency within the City of Guthrie during the tenure of their service. Failure to maintain residency immediately terminates appointment and the Guthrie City Council maintains the right to appoint a new individual to fulfill the unexpired term.
4. Any individual who fails to attend four (4) successive regular meetings will be considered voluntarily resigned unless authorization is given by Guthrie City Council.
5. No individual is eligible to be appointed to more than two (2) consecutive full terms to any single Guthrie Board or Commission. Individuals will be eligible for additional appointments after one full term has expired from the board or commission upon which the individual served.
6. No individual is eligible to serve on more than two (2) City of Guthrie Boards or Commissions at any one point in time.

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 19th day of July, 2016 after compliance with the notice requirements of the Open Meeting Act (25 OSA, §301, et seq.).

Steven J. Gentling, Mayor

ATTEST: (Seal)

Kim Biggs, City Clerk

APPROVED AS TO FORM

Randel Shadid, City Attorney



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

July 19, 2016

Contact

Cody Mosley,
Community & Economic
Development Director

Agenda Item

Discussion and possible action to appoint Lynn Bilodeau to the Historic Preservation Commission.

Summary

The Historic Preservation Commission currently has one opening and three applications for consideration.

Ordinance No. 3075, Article 11, Section 5(2) requires the Guthrie Historic Preservation Commission to consist of seven (7) appointed members. This ordinance requires membership to consist of: two members of the Logan County Historical Society, one member of the Guthrie Planning Commission, two persons having special knowledge in the field of historic preservation and two persons who own property that is designated as a landmark or a landmark site, or located within the historic district. The ordinance states that when possible, the members shall include persons with training or experience in a preservation-related profession. Members shall be appointed by the Mayor, and confirmed by the City Council.

The position currently available is for one (1) property owner.

This opening is a three-year term that begins immediately and expires March 31, 2019.

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

Supporting documents attached

- Application of Mr. Lynn Bilodeau

Recommendation

Confirm Mayor's nomination(s) to the Historic Preservation Commission.

Action Needed Public Hearing Motion Emergency Clause

City of Guthrie
Application for Boards and Commissions



Please print legibly.

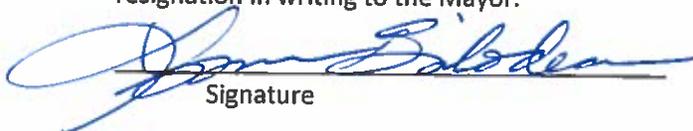
Name Lynn Bilodeau Day Phone 405 232-
 Address S. 2nd Guthrie 73044 Evening Phone 405 826-
 Occupation Attorney Education 4 yrs college
3 years post graduate
 How long have you lived in Guthrie? 1 Years 6 Months

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

- Which board or commission interests you? Historic Preservation Comm
- Why are you interested in serving on this board/commission? 1. I love history 2. I majored in History in college 3. I want to see the history of Guthrie preserved.
- In what civic activities have you been involved during the past 3 years? Preservation of 215 S 2nd, Collecting & preserving old foundation stones, Helping neighbors. Involved in discussion of Publishing Museum future.
- What skills and/or experience will you contribute? I handle many negotiations & have learned to be a uniting influence rather than a polarizing personality, helping people work together. I can assist with legal research. I have an "eye" for detail.
- List 3 non-relatives who have known you at least 3 years for references. especially architectural detail.

Name	Address	Phone Number
<u>Nick Massey</u>	<u>Kelley Pt Hwy Edm. 73013</u>	<u>405 341-</u>
<u>David Jacobson</u>	<u>E. 2nd & Edmond 73034</u>	<u>405 341-</u>
<u>James Von Thael</u>	<u>Shoreline Dr. OKC 73132</u>	<u>405 615-</u>

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


Signature

6-10-16
Date



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting July 19, 2016	Contact Bruce Johnson, City Manager
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Agenda Item

Discussion and possible action to appoint Zachary Colorio, Larry “Van” Cordray II, and DeAndre Jones to the Park Board.

Summary

The City of Guthrie has four openings for volunteers to serve on the Park Board. The Park Board consists of five appointive members, all of whom shall be residents of the city and who shall be appointed at-large by the Mayor with the approval of the City Council. Members shall serve a two-year staggered term expiring in June or until a successor has been appointed and qualified.

The current City of Guthrie appointments are Elise Ellis, Jean Lacina, Ben Coffin, Zachary Colorio, and Mary Beth Craven. The terms of Ben Coffin, Zachary Colorio, and Mary Beth Craven expired in June 2016, and Jean Lacina is stepping down. Three appointments are needed to fill new terms spanning July 2016 through June 2018, and one appointment is needed to fill the unexpired term of Jean Lacina ending June 2017.

Eight qualified persons - Maury “Kevin” Blair, Zachary Colorio, Larry “Van” Cordray II, Cynthia Hodge, DeAndre Jones, Mike Monahan, Jennifer Rosson, and Danny Smith - have submitted applications. Traci Allison also submitted an application, but does not live within city limits.

The Park Board serves in an advisory capacity to the City Council on matters pertaining to the parks and recreation programs of the city.

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

Supporting documents attached

- Park Board applications from Traci Allison, Maury “Kevin” Blair, Zachary Colorio, Larry “Van” Cordray II, Cynthia Hodge, DeAndre Jones, Mike Monahan, Jennifer Rosson, and Danny Smith.

Recommendation

Appoint or reappoint four individuals to the Park Board.

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Traci Allison

Daytime Phone Number:: 580-254-XXXX

Evening Phone/Cell Phone::

Address:: XXXX Kyle Dr., Guthrie, OK, 73044

Occupation:: Nurse

Education Level:: Vocational and some college

How long have you lived in Guthrie? : Less than 2 years

Which board or commission interests you?: Park or Library

Why are you interested in serving on this board or commission?: I have a love of both reading and of gardening. My husband and I love taking our 2 dogs for a walk in the park every weekend. I would like to become involved in the community I now live. I was active in a number of ways in Woodward (where I lived for over 30 years) but have not had the opportunity to serve my new community. I also am at the point of my life where I have time to do more civic activities as both of my children are grown.

What civic activities have you been involved in during the past 3 years?: Vice President of Boomer Booster Club
Football mom member
After Prom party volunteer and co-chair of food
Red Cross volunteer
First Christ Church Disciples of Christ deacon (also served as Christian Education Director, Board Member, Family Life Co-chair, Sunday School teacher, VBS co-chair and teacher)

What skills and/or experience will you contribute?: Hard working, dependable, honest and motivated to serve the community in which I live. I think Guthrie is a great town but definitely has areas that can be changed for the better and I would like to help make those changes. I have volunteered with numerous groups where I used to live (Cheer Parents, Boomer Boosters, Church, PTO, Relay for life, Special Olympics). I am hard working and organized a skill I showed as one of the first healthcare workers to respond after the Woodward tornado. I Served in leadership roles in a number of groups in Woodward. Gardening and reading are two of my favorite hobbies.

Reference 1:: Stacy and Kyle Reynolds, Woodward OK; We went to church together and were neighbors for several years

Reference 2:: Sue Poulson, Woodward OK; We worked together, are friends, and served together

as Cheer Parent officers

Reference 3:: Micky Higdon, Woodward OK; We worked together and have been friends for years

Reference 4:: Troy Hartley, Woodward OK; He is the youth minister at First Christian Church in Woodward

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Maury "Kevin" Blair

Daytime Phone Number:: 918.629.XXXX

Evening Phone/Cell Phone:: Same

Address:: XXXX West Harrison, Guthrie, Oklahoma 73044

Occupation:: Retired from City of Tulsa Parks and Recreation Department

Education Level:: Masters in Public Administration

How long have you lived in Guthrie? : Less than 2 years

Which board or commission interests you?: Guthrie Park Board

Why are you interested in serving on this board or commission?: I was born and raised in Guthrie and have recently moved back after retiring from the City of Tulsa Parks and Recreation Department. Parks are essential to the quality of life in any community and I would like to be able to use my experience and knowledge to benefit the citizens of Guthrie.

What civic activities have you been involved in during the past 3 years?: Having just retired and moved back to Guthrie as of December 2015, I have been getting settled in and have not had much time to be involved in community activities. I have maintained a membership with the Oklahoma Recreation and Parks Society and have previously been involved in several civic activities in the City of Tulsa during the past 30 years. But my primary focus has been on my career with the Parks and Recreation Department. I previously worked in the court system and am a past president of the Oklahoma Municipal Court Clerk's Association. I do plan on becoming

What skills and/or experience will you contribute?: Thirty years of experience working in government, chairing or participating in several quality improvement initiatives, working with other city departments and with city leadership to accomplish common objectives, Total Quality Management, Strategic Planning, Project Management, experience with three grants: Artists in the Park, Training and Skills Knowledge Grant for At-Risk Youth, and Homeless Veterans Reintegration Program. Familiarity with purchasing process including preparing bid specifications, request for bids, review of bids and selecting vendor. I am also experienced in planning recreation events, ensuring that grounds and facilities are safe and well-maintained, customer service, coordinating youth and adult sports, and physical security for facilities, grounds.

Reference 1:: Kathy Thompson, Tulsa Parks and Recreation Department, Hicks Community Center, 918.669.XXXX

Reference 2:: Suzi Marcum, Tulsa Parks and Recreation Department, Reed Community Center, 918.591.XXXX

Reference 3:: Lucy Swanson, The Arts Guthrie, 405.517.XXXX

Reference 4:: David Hughes, Berkshire Hathaway Realtors, Tulsa, OK, 918.595.XXXX

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Zachary Colorio

Daytime Phone Number::

Evening Phone/Cell Phone:: 405-826-XXXX

Address:: XXX E Mansur Ave., Guthrie OK 73044

Occupation:: Painting Contractor

Education Level:: College

How long have you lived in Guthrie? : More than 10 years

Which board or commission interests you?: Parks Board

Why are you interested in serving on this board or commission?: I see parks as vital to our communities growth & health. I would love the opportunity to help keep up these beautiful resources as well as bring new ideas for them.

What civic activities have you been involved in during the past 3 years?: Parks Board, Saint Mary's School Advisory Council, St. Mary's parishioner, TAG Board Member

What skills and/or experience will you contribute?: I will bring creativity to the board by helping to come up with ideas for sustaining clean, friendly parks.

Reference 1:: Don & Pat Bowman

Reference 2:: Karen Van Hoser

Reference 3:: Mike & Betty Friesze

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Larry "Van" Cordray II

Daytime Phone Number:: 405-999-XXXX

Evening Phone/Cell Phone:: 405-999-XXXX

Address:: XXX Johnson Dr., Guthrie, OK 73044

Occupation:: self employed

Education Level:: B.B.A. from UCO, 2004

How long have you lived in Guthrie?: More than 10 years

Which board or commission interests you?: Park Board

Why are you interested in serving on this board or commission?: I wish to help sustain and improve outdoor recreational opportunities in Guthrie, providing economic and quality of life benefits to the City. Specifically, to improve fishing and boating at the lakes, an under-used asset.

What civic activities have you been involved in during the past 3 years?: I led a 2 year, successful effort to rezone my neighborhood in collaboration with several residents.

What skills and/or experience will you contribute?: Management, organizational, leadership, and service skills and experience. A "big picture" ability and outlook. A practical mind. Also, a lifetime passion for fishing, which has led me across the country, even to a different continent.

Reference 1:: Marsha Dewart, XXX Johnson Dr. Guthrie, OK. 642-XXXX

Reference 2:: Brian Bothroyd, XXXX S. Division st. Guthrie, OK., 210-XXXX

Reference 3:: Mickey Allmon, XXX Johnson Dr. Guthrie, OK., 282-XXXX

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Cynthia Hodge

Daytime Phone Number:: 903-361-XXXX

Evening Phone/Cell Phone:: 903-361-XXXX

Address:: XXX S. 1st Street, Guthrie, Ok 73044

Occupation:: RN

Education Level:: Bachelor's degree

How long have you lived in Guthrie? : Less than 2 years

Which board or commission interests you?: Park

Why are you interested in serving on this board or commission?: Webster defines a park as “a large public green area in a town, used for recreation”. To me, a park is so much more than just a defined area of square feet with grass. A park is a place where people from all different backgrounds come together to enjoy wilderness and nature. Conversation are made, friendships start, children play, dogs bark. A park is a place that people can go to rejuvenate, relax, and enjoy time with other, or alone. As a community, a park is an essential place. We need spaces for the community to come together safety and hopefully grow together. It is so important for us to keep our parks nice and essential that they remain around for continued generations. In the words of John F Kennedy, “One touch of nature makes the whole world kin”. I would love to be apart of the growth and success of our Guthrie parks and it is important to me to be involved with our community and to serve others.

What civic activities have you been involved in during the past 3 years?: Active in the Oklahoma Hemophilia Community and volunteered nursing services for Camp Independence (camp for kids with bleeding disorders) for the past 2 years. In addition, I regularly donate and needed supplies/materials for the shelter pets at Pets and People in Yukon OK as well as a monetary monthly donation.

What skills and/or experience will you contribute?: I have experience working together in groups (as a nurse) and understand the imprortance of being apart of a team. I also have excellent listening skills and I have always been able to see things from both points of view. I am very driven to keep Guthrie a great place to live and to keep focusing on the growth of the town.

Reference 1:: Pamela Toho, (405) 271-XXXX

Reference 2:: Sabrille Luster, (405) 271-XXXX

Reference 3:: Karrie Meeks, 405-760-XXXX

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: DeAndre Jones

Daytime Phone Number:: 405779XXXX

Evening Phone/Cell Phone:: 405779XXXX

Address:: XXX South Walnut

Occupation:: Music Educator

Education Level:: Bachelor's

How long have you lived in Guthrie? : More than 10 years

Which board or commission interests you?: Parks and Recreation

Why are you interested in serving on this board or commission?: To offer solutions, to enhance and maintain beauty in infrastructure by promoting community involvement of recreational activities and resources. In addition, to preserving, improving and sustaining quality of service to the Guthrie community.

What civic activities have you been involved in during the past 3 years?: Community Academy of Music and Arts (Nashville,TN), YMCA Gospel Choir, Water Drive Flint, MI. Tennessee Clean Initiative. International Black Film festival, NAACP.

What skills and/or experience will you contribute?: I have skills in marketing, entertainment, community music programs. I will bring a vibrant urban perspective that will allow Guthrie to

Reference 1:: Dr. Vernon Jones

Reference 2:: Ms. Evelyn Nephew

Reference 3:: Dr. Heresy Hammonds

Reference 4:: Donzella Allen

Reference 5:: Janie Carey

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Mike Monahan

Daytime Phone Number:: 405-757-XXXX

Evening Phone/Cell Phone:: 405-757-XXXX

Address:: XXX West Orbit

Occupation:: retired

Education Level:: college graduate

How long have you lived in Guthrie? : 2 to 5 years

Which board or commission interests you?: Parks Board

Why are you interested in serving on this board or commission?: Want to see improvements in our parks and I was a softball umpire for over 30 years and have a good understanding of an efficient parks system.

What civic activities have you been involved in during the past 3 years?: none

What skills and/or experience will you contribute?: former newspaper reporter, photographer, and former operations manager for several retailers

Reference 1:: Mark Spradlin, former mayor of Guthrie

Reference 2:: Gary Boxley, former athletic director at Guthrie High School

Reference 3:: Chuck Burtcher, former mayor of Guthrie

Reference 4:: Jeff Chappell, local businessman

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Jennifer Rosson

Daytime Phone Number:: 405-282-XXXX

Evening Phone/Cell Phone:: 405-589-XXXX

Address:: XXXX S. Sooner Rd., Guthrie, Ok. 73044

Occupation:: Box Office Manager/Resident Company, Pollard Theatre

Education Level:: Theatre Arts Degree, Pacific Conservatory...Performing Arts

How long have you lived in Guthrie? : More than 10 years

Which board or commission interests you?: Parks Board

Why are you interested in serving on this board or commission?: I previously taught and helped establish the Children's Community Activities Program for the Parks and Rec. Dept. in Temecula, Ca. I feel that Guthrie needs more after school options for our young, and the Parks Board can apply for public and private grants to fund such programs. Also, I'm a mother of two girls who have grown up playing and swimming, at our beautiful parks, so maintaining them for future generations is, in my view, of utmost importance.

What civic activities have you been involved in during the past 3 years?: Volunteer Colorguard coach for Guthrie High School Band; Volunteer Choreographer for Guthrie High School Musicals; Pollard Liason to the Territorial Christmas Committee; Provide charitable ticket donations for fundraising/auctions to local non-profits and school groups; Girl Scout Troop 3313 parent assistant. Last 10 Years- Assistant to the President, Guthrie Chamber of Commerce and CVB; Entertainment/Merchant coordinator, Territorial Christmas Committee.

What skills and/or experience will you contribute?: I've developed and maintained community programs periodically for over 20 years, and have established beneficial working relationships with many organizations, businesses, and individuals in Guthrie.

Reference 1:: Van & Cheri French; Van- 405-282-XXXX, Cheri- 405-974-XXXX

Reference 2:: Heath & Traci Shelton; Shelton's Photography, 405-282-XXXX

Reference 3:: Mike & Liz Sterkel, 405-282-XXXX

Reference 4:: Bill Perring, 405-282-XXXX

Reference 5:: Greg & Erin Webb, 405-650-XXXX

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Danny Smith

Daytime Phone Number::

Evening Phone/Cell Phone:: 405659XXXX

Address:: XXX SW 19th

Occupation:: self. semi-retired

Education Level:: Edmond high school grad. Attended OSU/OKC

How long have you lived in Guthrie? : Less than 2 years

Which board or commission interests you?: Park

Why are you interested in serving on this board or commission?: In general I see parks as a good indication of the health of it's town. Citizen involvement in local government is always good, but I feel that parks should be mostly directed by the involvement of the citizens. While I see improvements that are needed in our parks, I see even more potential. Plus I feel I share the same vision for the future of Guthrie with others in town.

What civic activities have you been involved in during the past 3 years?: I enjoy as many public social events as possible in Guthrie, and invite friends and family. Ive attended the recent music festivals at Cottonwood Flats, and the Bluegrass Fest multiple times and am now a regular rv camper. Ive always been aware of local politics and government. The past year I've attended a few city council meetings along w/ keeping myself informed on-line at the city's webpage and Guthrie News Page, etc.

What skills and/or experience will you contribute?: I'm a good leader and organizer but I enjoy being part of a goal driven group. And I like to learn. My family has owned the Woods & River RV Park in Del Norte,CO for over 15 years and I have always been involved in it's operation and physical improvements. Now I am taking on management and planning responsibilities that my 82 yr old father had. This park shares it's boundaries with the Rio Grande River, city residential areas and the City of Del Norte's park/riverwalk. We will be working with the city again this year to improve a section that will make access between the two parks more accessible, secure and beautiful.

Reference 1:: Jim Lofgren, Box XXXX 73083, Edmond; 40yrs

Reference 2:: Kathy Rhodes, XXX W 1st, Edmond 341XXXX; 45yrs

Reference 3:: A. Simonton, XXXX S Sooner Rd, Guthrie 715XXXX; 25yrs

Reference 4:: Kevin Walsh, XXXX Greenfield Dr, Edmond 348XXXX; 30yrs



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

July 19, 2016

Contact

Bruce Johnson,
City Manager

Agenda Item

Discussion and possible action to appoint Carrie Ann Fryar to the Guthrie Housing Authority Board.

Summary

The Guthrie Housing Authority board has one vacancy. One application, from Carrie Ann Fryar, has been submitted to fill the vacancy. There is no term limit within the documents. In 1966, the Housing Authority of the City of Guthrie was created to finance low-rent housing through the Public Housing Administration. Within the documents, the City Council approves the Guthrie Housing Authority Board Members.

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

- Application of Carrie Ann Fryar
Oklahoma Housing Authorities Act

Recommendation

Confirm Mayor's appointment of Carrie Ann Fryar to the Guthrie Housing Authority Board.

Action Needed Public Hearing X Motion Emergency Clause

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Carrie Ann Fryar

Daytime Phone Number:: 405-314-XXXX

Evening Phone/Cell Phone:: 405-314-XXXX

Home Address:: 424 Quail Drive, Guthrie, OK 73044

Occupation:: Realtor

Education Level:: M.Ed.

How long have you lived in Guthrie? : More than 10 years

Which board or commission interests you?: Housing Authority

Why are you interested in serving on this board or commission?: I grew up here in Guthrie, and now as an adult I would like to give back to the community that means so much to me. I am an active member of the 89er Celebration Committee but that is only really part of the year. I feel I would be able to contribute to this Board with my background in real estate, investment property owner, and my experience working with various groups of underprivileged people in Oklahoma thru various projects I have worked on.

What civic activities have you been involved in during the past 3 years?: 89er Celebration Committee

What skills and/or experience will you contribute?: -Real estate licensee 13 years, Broker 11 years

-Property investor 21 years

-Master's Degree in Adult Education

-Extensive committee participation in a variety of areas

Reference 1:: Steve Gentling, sgentling@cityofguthrie.com

Reference 2:: John Donosso, 405-226-XXXX

Reference 3:: Dennis Ochs, 405-826-XXXX

Reference 4:: Aaron Ryburn, aryburn@cityofguthrie.com

Reference 5:: Leslie Rhinehart, 405-290-XXXX

Oklahoma Housing Authorities Act

State of Oklahoma, possessing all powers, rights, and functions herein specified for city and county authorities created pursuant to this act: Provided that said Indian housing authority shall not transact any business nor exercise its powers hereunder until or unless the governing council of said tribe, band, or nation, as the case may be, by proper resolution, declares that there is a need for an authority to function for said tribe, band, or nation.

Except as otherwise provided in this act, all the provisions of law applicable to housing authorities created for cities and counties and the commissioners of such authorities shall be applicable to Indian housing authorities and the commissioners thereof, unless a different meaning clearly appears from the context. The Chief or other governing head of an Indian tribe, band, or nation is hereby authorized to exercise all appointing and other powers with respect to an Indian housing authority that are vested by this act in the mayor of a city relating to a City Housing Authority.

Laws 1965, c. 251, § 7, emerg. eff. June 18, 1965.

§63-1058. Appointment, qualifications, tenure and meetings of authority commissioners.

A. When a housing authority is authorized to transact business and exercise powers hereunder, five (5) persons shall be appointed as commissioners of the authority as follows:

1. In the case of a city, by the mayor with the advice and consent of the governing body; or

2. In the case of a county, by the board of county commissioners, and at least one of the persons so appointed shall be a tenant in a housing project under the jurisdiction of such authority.

The term of office of each commissioner shall be for three (3) years, except that of the commissioners first appointed one shall serve for a term of one (1) year and two shall serve for terms of two (2) years. All vacancies shall be filled for the unexpired term. Each commissioner shall qualify by taking the official oath of office prescribed by statute or ordinance for elected officials of the county or city, as the case may be.

B. A commissioner shall receive no compensation for his services, but may be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of his duties or receive a per diem payment of not to exceed Thirty-five Dollars (\$35.00) plus mileage as provided by the State Travel Reimbursement Act, Section 500.1 et seq. of Title 74, for expenses incurred in attending meetings of the housing authority. Each commissioner shall hold office until his

uses and purposes for which public money may be spent and private property acquired and are governmental functions of state concern;

(f) that residential construction activity is closely correlated with general economic activity and that the undertakings authorized by this act to aid the provision of better housing and more desirable neighborhood and community development at lower costs will make possible a more stable and larger volume of residential construction activity which will assist materially in maintaining full employment; and

(g) that it is in the public interest that preparations for such projects and activities be made now, and that the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

Laws 1965, c. 251, § 3, emerg. eff. June 18, 1965.

§63-1054. Definitions.

The following terms, wherever used or referred to in this act, shall have the following respective meanings, unless a different meaning clearly appears from the context:

(a) "Authority" means any public body corporate and politic created by this act.

(b) "City" means any incorporated city or town in the state. "County" means any county in the state.

(c) "Governing body" means, in the case of a city, the council or other governing body of the city in which is vested legislative authority customarily imposed on the city council, and, in the case of a county, the board of county commissioners.

(d) "Mayor" means the mayor of the city or the officer thereof charged with the duties customarily imposed on the mayor or executive head of a city.

(e) "Clerk" means the city clerk or the county clerk, as the case may be.

(f) "Area of operation" means:

(1) in the case of an authority of a city, the city and the area within one (1) mile of the territorial boundaries thereof, except that the area of operation of an authority of any city shall not include any area which lies within the territorial boundaries of some other city;

(2) in the case of an authority of a county, all of the county for which it is created: Provided, that a county authority shall not undertake any project within the boundaries of any city unless a resolution shall have been adopted by the governing body of the city and by any authority which shall have been theretofore established and authorized to exercise its

City of Guthrie
A/P Claims List
from 6/16/2016 to 6/16/2016

Invoice #	Vendor	Description	Account	Cost
JUNE2016 INV-0118	RANDEL C. SHADID (20656) Clear Basin Software	Postage, Copies, Misc Fees GIS 3rd Quarter Subscription INV-0118 Total GENERAL FUND	01-02-20-6054 01-05-50-6356	\$41.47 \$2,250.00 \$2,291.47
JUNE2016 CM 164978/1649279 2027195 2027199 2016-176 164978/1649279 JUNE2016	WASTE CONNECTIONS, INC WASTE CONNECTIONS, INC MYERS ENGINEERING MYERS ENGINEERING ON-SITE INSTRUMENT WASTE CONNECTIONS, INC Y.M.C.A. OF GREATER	Sanitation Service Agreement 2016 Update of Disputed and Non-Disputed Paving & Drainage Infrastructure Assessment Recalibrate effluent flow meter at WWTP Sanitation Service Agreement Pool Operations 2016 Total GPWA OPERATING FUND	20-00-00-5466 20-21-00-6348 20-21-00-6373 20-21-00-6373 20-24-00-6319 20-26-00-6375 20-29-00-6320	(\$250.00) \$74,960.24 \$1,181.25 \$6,250.00 \$369.24 \$7,774.31 \$5,600.00 \$95,885.04
JUNE2016	THOMAS PRODUCTIONS (23225)	Rental of Staging Services for Block Parties Total HOTEL/MOTEL TAX FUND	45-45-00-6342	\$750.00 \$750.00
JUNE2016	BancFirst	GPWA Utility System and Sales Tax Rev Not Total WATER TREATMENT PLANT FUND	50-50-00-6714	\$66,320.94 \$66,320.94
541781 Revised 2987007 JUNE2016	XEROX FINANCIAL SERVICES AT&T CAPITAL SERVICES, INC. OKLA WATER RESOURCES	Copier Lease Monthly Payment Phone System Lease Purchase Series 2013 AMR and Langston Waterline Total CAPITAL PROJECTS	54-54-02-6705 54-54-02-6710 54-55-23-6714	\$1,329.10 \$925.62 \$24,029.34 \$26,284.06
0334980-IN A2721203	OKLAHOMA CONTRACTORS WARREN CAT (139)	14" CL250 Tyton DIP for Bird Creek Sewer Trackhoe Lease for Sewer Line Project Total CMOM Fee	55-55-00-6547 55-55-00-6547	\$26,895.11 \$5,501.30 \$32,396.41
02-022140-011 02-023800-017 05-052080-004 06-061840-018 06-061943-029 08-080420-002 09-091490-009 10-102270-004 11-112200-010 11-113010-009 13-131115-007 99-999230-002	UTILITY DEPOSIT REFUND UTILITY DEPOSIT REFUND		71-00-00-5555 71-00-00-5555 71-00-00-5555 71-00-00-5555 71-00-00-5555 71-00-00-5555 71-00-00-5555 71-00-00-5555 71-00-00-5555 71-00-00-5555 71-00-00-5555 71-00-00-5555	\$3.51 \$33.92 \$13.14 \$23.25 \$55.79 \$75.00 \$44.27 \$53.19 \$39.57 \$14.79 \$17.22 \$18.84
		Total UTILITY DEPOSIT FUND		\$392.49
3553 5597.-16	TOP QUALITY DOORS LLC WISE ELECTRIC COMPANY	RAISED PANEL BOTTOM SECTION REPAIR REILS RWY 34 EAST SIDE LIGHT Total AIRPORT FUND	98-98-00-6112 98-98-00-6315	\$275.00 \$600.00 \$875.00
		Total All Funds		\$225,195.41

A/P Claims List

from 6/22/2016 to 6/22/2016

Invoice #	Vendor	Description	Account	Cost
BOA May 2016	BANK OF AMERICA 22774	CENTRAL OFFICE SUPPLIES	01-01-00-6100	\$860.14
BOA May 2016	BANK OF AMERICA 22774	JANITOR/CHEMICAL SUPPLIES	01-01-00-6103	\$2,278.33
BOA May 2016	BANK OF AMERICA 22774	SAFETY SUPPLIES	01-01-00-6110	\$574.50
BOA May 2016	BANK OF AMERICA 22774	BUILDING & GROUNDS	01-01-00-6112	\$2,943.65
BOA May 2016	BANK OF AMERICA 22774	MISC SUPPLIES	01-01-00-6114	\$111.25
BOA May 2016	BANK OF AMERICA 22774	TELEPHONE	01-01-00-6301	\$2,185.46
BOA May 2016	BANK OF AMERICA 22774	PRINTING	01-01-00-6308	\$815.00
BOA May 2016	BANK OF AMERICA 22774	Computer Operations	01-01-00-6311	(\$97.99)
BOA May 2016	BANK OF AMERICA 22774	COMPUTER OPERATIONS	01-01-00-6311	\$0.00
BOA May 2016	BANK OF AMERICA 22774	COUNCIL TRAINING/TRAVEL	01-01-00-6314	\$0.00
BOA May 2016	BANK OF AMERICA 22774	COMMUNICATIONS	01-01-00-6318	\$0.00
BOA May 2016	BANK OF AMERICA 22774	ADVERTISING - LEGAL PUBLICATIONS	01-01-00-6334	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MISC SERVICE/CHARGES	01-01-00-6346	\$132.50
BOA May 2016	BANK OF AMERICA 22774	MAINTENANCE AGREEMENTS	01-01-00-6347	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MEMBERSHIP DUES	01-01-00-6350	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-01-00-6373	\$192.00
BOA May 2016	BANK OF AMERICA 22774	INTERNET SERVICE	01-01-00-6381	\$628.96
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-02-20-6048	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PRINTING	01-02-20-6308	\$104.80
BOA May 2016	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	01-02-20-6355	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-02-24-6048	\$0.00
BOA May 2016	BANK OF AMERICA 22774	SUPPLIES/OPERATING EXPENSE	01-02-24-6126	\$69.35
BOA May 2016	BANK OF AMERICA 22774	ADVERTISING - LEGAL PUBLICATIONS	01-02-24-6334	\$345.88
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-02-24-6373	\$0.00
BOA May 2016	BANK OF AMERICA 22774	UNIFORMS	01-02-25-6016	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-02-25-6048	\$0.00
BOA May 2016	BANK OF AMERICA 22774	SAFETY SUPPLIES	01-02-25-6110	\$0.00
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	01-02-25-6118	\$0.00
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-02-25-6316	\$1,513.69
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-03-30-6048	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PRINTING	01-03-30-6308	\$162.33
BOA May 2016	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	01-03-30-6317	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MAINTENANCE AGREEMENTS	01-03-30-6347	\$0.00
BOA May 2016	BANK OF AMERICA 22774	RECORDINGS/DUES/SUBSCRIPTIONS	01-03-30-6355	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-05-50-6048	\$0.00
BOA May 2016	BANK OF AMERICA 22774	OFFICE SUPPLIES	01-05-50-6100	\$0.00
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	01-05-50-6118	\$0.00
BOA May 2016	BANK OF AMERICA 22774	COMPUTER SUPPLIES	01-05-50-6123	\$0.00
BOA May 2016	BANK OF AMERICA 22774	Printing	01-05-50-6308	\$34.31
BOA May 2016	BANK OF AMERICA 22774	ADVERTISING - LEGAL PUBLICATIONS	01-05-50-6334	\$112.00
BOA May 2016	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	01-05-50-6355	\$508.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-05-53-6048	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MARKETING EXPENSE	01-05-53-6123	\$1,700.00
BOA May 2016	BANK OF AMERICA 22774	PRINTING	01-05-53-6308	\$0.00
BOA May 2016	BANK OF AMERICA 22774	SPECIAL EVENTS	01-05-53-6342	\$1,000.00
BOA May 2016	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	01-05-53-6355	\$1,634.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-05-53-6373	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-06-60-6048	\$0.00
BOA May 2016	BANK OF AMERICA 22774	LITERACY PROGRAMMING SUPPLIES	01-06-60-6114	\$561.53
BOA May 2016	BANK OF AMERICA 22774	LIBRARY SUPPLIES	01-06-60-6117	\$0.00

A/P Claims List

from 6/22/2016 to 6/22/2016

Invoice #	Vendor	Description	Account	Cost
BOA May 2016	BANK OF AMERICA 22774	LIBRARY MATERIAL - PRINT	01-06-60-6130	\$724.34
BOA May 2016	BANK OF AMERICA 22774	LIBRARY MATERIAL - ELECTRONIC	01-06-60-6131	\$909.02
BOA May 2016	BANK OF AMERICA 22774	PRINTING	01-06-60-6308	\$115.55
BOA May 2016	BANK OF AMERICA 22774	DUES & SUBCRIPTIONS	01-06-60-6355	\$397.96
BOA May 2016	BANK OF AMERICA 22774	UNIFORM ALLOWANCE	01-07-70-6019	\$0.00
BOA May 2016	BANK OF AMERICA 22774	EMPLOYEE PHYSICALS	01-07-70-6030	\$475.00
BOA May 2016	BANK OF AMERICA 22774	CHEMICALS	01-07-70-6104	\$0.00
BOA May 2016	BANK OF AMERICA 22774	JAIL SUPPLIES	01-07-70-6106	\$379.26
BOA May 2016	BANK OF AMERICA 22774	FOOD/HUMANS	01-07-70-6107	\$0.00
BOA May 2016	BANK OF AMERICA 22774	K-9 FOOD/SUPPLIES	01-07-70-6108	\$0.00
BOA May 2016	BANK OF AMERICA 22774	SAFETY SUPPLIES	01-07-70-6110	\$2,878.31
BOA May 2016	BANK OF AMERICA 22774	SUPPLIES	01-07-70-6114	\$685.87
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	01-07-70-6118	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PHOTO/VIDEO SUPPLY	01-07-70-6120	\$0.00
BOA May 2016	BANK OF AMERICA 22774	CRIME PREVENTION PROGRAM	01-07-70-6122	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PRINTING	01-07-70-6308	\$541.05
BOA May 2016	BANK OF AMERICA 22774	COMPUTER MAINTENANCE/OPERATIONS	01-07-70-6311	\$0.00
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-07-70-6316	\$5,629.00
BOA May 2016	BANK OF AMERICA 22774	COMMUNICATIONS	01-07-70-6318	\$758.78
BOA May 2016	BANK OF AMERICA 22774	COLLECTION FEES	01-07-70-6340	\$1,958.75
BOA May 2016	BANK OF AMERICA 22774	SPECIAL EVENTS FOOD	01-07-70-6342	\$0.00
BOA May 2016	BANK OF AMERICA 22774	TRAINING PROGRAM	01-07-70-6343	\$870.09
BOA May 2016	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	01-07-70-6355	\$0.00
BOA May 2016	BANK OF AMERICA 22774	UNIFORM ALLOWANCE	01-07-71-6019	\$0.00
BOA May 2016	BANK OF AMERICA 22774	AMMUNITION	01-07-71-6105	\$310.00
BOA May 2016	BANK OF AMERICA 22774	CHEMICALS	01-07-72-6104	\$1,199.31
BOA May 2016	BANK OF AMERICA 22774	SAFETY SUPPLIES/APPAREL	01-07-72-6110	\$0.00
BOA May 2016	BANK OF AMERICA 22774	KENNEL SUPPLIES	01-07-72-6114	\$40.44
BOA May 2016	BANK OF AMERICA 22774	ANIMAL CAGES	01-07-72-6132	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-07-74-6048	\$0.00
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	01-07-74-6118	\$0.00
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-07-74-6316	\$0.00
BOA May 2016	BANK OF AMERICA 22774	ADVERTISING-LEGAL PUBLICATION	01-07-74-6334	\$0.00
BOA May 2016	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	01-07-74-6355	\$0.00
BOA May 2016	BANK OF AMERICA 22774	UNIFORM ALLOWANCE	01-07-77-6019	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PHOTO/VIDEO SUPPLIES	01-07-77-6120	\$0.00
BOA May 2016	BANK OF AMERICA 22774	DRUG ENFORCEMENT PROGRAM	01-07-77-6124	\$0.00
BOA May 2016	BANK OF AMERICA 22774	UNIFORM ALLOWANCE	01-07-78-6019	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MISC SUPPLIES	01-07-78-6114	\$0.00
BOA May 2016	BANK OF AMERICA 22774	UNIFORMS	01-12-00-6016	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MINOR TOOLS	01-12-00-6102	\$124.29
BOA May 2016	BANK OF AMERICA 22774	CHEMICAL	01-12-00-6104	\$0.00
BOA May 2016	BANK OF AMERICA 22774	SAFETY APPAREL & SUPPLIES	01-12-00-6110	\$0.00
BOA May 2016	BANK OF AMERICA 22774	STREETS/SIDEWALKS/BRIDGES	01-12-00-6113	\$4,606.06
BOA May 2016	BANK OF AMERICA 22774	MISC SUPPLIES	01-12-00-6114	\$0.00
BOA May 2016	BANK OF AMERICA 22774	SIGN AND MATERIALS	01-12-00-6115	\$1,402.03
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	01-12-00-6118	\$38.72
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-12-00-6316	\$2,575.06
BOA May 2016	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	01-12-00-6317	\$311.59
BOA May 2016	BANK OF AMERICA 22774	COMMUNICATIONS	01-12-00-6318	\$0.00

A/P Claims List

from 6/22/2016 to 6/22/2016

Invoice #	Vendor	Description	Account	Cost
BOA May 2016	BANK OF AMERICA 22774	EQUIPMENT RENTAL	01-12-00-6321	\$0.00
BOA May 2016	BANK OF AMERICA 22774	LICENSE & CERTIFICATION	01-12-00-6365	\$0.00
BOA May 2016	BANK OF AMERICA 22774	UNIFORMS	01-14-00-6016	\$192.35
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-14-00-6048	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MINOR TOOLS	01-14-00-6102	\$0.00
BOA May 2016	BANK OF AMERICA 22774	CHEMICALS	01-14-00-6104	\$128.12
BOA May 2016	BANK OF AMERICA 22774	SAFETY SUPPLIES & APPRAEL	01-14-00-6110	\$0.00
BOA May 2016	BANK OF AMERICA 22774	SHOP SUPPLIES	01-14-00-6114	\$0.00
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	01-14-00-6118	\$0.00
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-14-00-6316	\$595.00
BOA May 2016	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	01-14-00-6317	\$259.25
BOA May 2016	BANK OF AMERICA 22774	COMPUTER MAINTENANCE	01-14-00-6324	\$0.00
BOA May 2016	BANK OF AMERICA 22774	REFERENCE BOOKS	01-14-00-6379	\$0.00
BOA May 2016	BANK OF AMERICA 22774	Vehicle Maintenance	01-14-41-6116	\$145.48
BOA May 2016	BANK OF AMERICA 22774	UNIFORMS	01-15-11-6016	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-15-11-6048	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MINOR TOOLS	01-15-11-6102	\$0.00
BOA May 2016	BANK OF AMERICA 22774	CHEMICALS	01-15-11-6104	\$0.00
BOA May 2016	BANK OF AMERICA 22774	SAFETY SUPPLIES	01-15-11-6110	\$282.34
BOA May 2016	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	01-15-11-6112	\$7,921.57
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	01-15-11-6118	\$64.07
BOA May 2016	BANK OF AMERICA 22774	REC SUPPLIES	01-15-11-6125	\$215.05
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-15-11-6316	\$125.42
BOA May 2016	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	01-15-11-6317	\$4,001.25
		Total GENERAL FUND		\$59,230.07
BOA May 2016	BANK OF AMERICA 22774	UNIFORMS	09-09-90-6016	\$50.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	09-09-90-6048	\$420.13
BOA May 2016	BANK OF AMERICA 22774	MINOR TOOLS	09-09-90-6102	\$119.93
BOA May 2016	BANK OF AMERICA 22774	CHEMICALS	09-09-90-6104	\$0.00
BOA May 2016	BANK OF AMERICA 22774	FOOD	09-09-90-6107	\$0.00
BOA May 2016	BANK OF AMERICA 22774	SAFETY SUPPLIES	09-09-90-6110	\$0.00
BOA May 2016	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	09-09-90-6112	\$1,444.07
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	09-09-90-6316	\$2,046.67
BOA May 2016	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	09-09-90-6317	\$2,203.54
BOA May 2016	BANK OF AMERICA 22774	COMMUNICATIONS	09-09-90-6318	\$0.00
BOA May 2016	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	09-09-90-6355	\$0.00
BOA May 2016	BANK OF AMERICA 22774	EQUIPMENT CERTIFICATION	09-09-90-6362	\$322.78
BOA May 2016	BANK OF AMERICA 22774	UNIFORMS	09-09-92-6016	\$300.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	09-09-92-6048	\$1,597.99
BOA May 2016	BANK OF AMERICA 22774	CHEMICALS	09-09-92-6104	\$5,887.95
BOA May 2016	BANK OF AMERICA 22774	SAFETY SUPPLIES	09-09-92-6110	\$0.00
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	09-09-92-6118	\$0.00
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	09-09-92-6316	\$3,993.08
BOA May 2016	BANK OF AMERICA 22774	COMMUNICATIONS	09-09-92-6318	\$990.00
BOA May 2016	BANK OF AMERICA 22774	DUES & SUBCRIPTIONS	09-09-92-6355	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	09-09-92-6373	\$0.00
BOA May 2016	BANK OF AMERICA 22774	UNIFORMS	09-09-96-6016	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	09-09-96-6048	\$179.35
BOA May 2016	BANK OF AMERICA 22774	OFFICE SUPPLIES	09-09-96-6101	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MINOR TOOLS	09-09-96-6102	\$0.00

A/P Claims List

from 6/22/2016 to 6/22/2016

Invoice #	Vendor	Description	Account	Cost
BOA May 2016	BANK OF AMERICA 22774	FOOD	09-09-96-6107	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MISC SUPPLIES	09-09-96-6114	\$0.00
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	09-09-96-6118	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PUBLIC EDUCATION	09-09-96-6121	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PRINTING	09-09-96-6308	\$0.00
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	09-09-96-6316	\$0.00
BOA May 2016	BANK OF AMERICA 22774	COMMUNICATIONS	09-09-96-6318	\$0.00
BOA May 2016	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	09-09-96-6355	\$0.00
		Total FIRE/EMS FUND		\$19,555.49
BOA May 2016	BANK OF AMERICA 22774	SAFETY SUPPLIES	20-21-00-6110	\$574.50
BOA May 2016	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	20-21-00-6112	\$997.99
BOA May 2016	BANK OF AMERICA 22774	MISC SUPPLIES	20-21-00-6114	\$167.95
BOA May 2016	BANK OF AMERICA 22774	TELEPHONE	20-21-00-6301	\$1,075.93
BOA May 2016	BANK OF AMERICA 22774	PRINTING	20-21-00-6308	\$91.44
BOA May 2016	BANK OF AMERICA 22774	POSTAGE	20-21-00-6309	\$22.56
BOA May 2016	BANK OF AMERICA 22774	COMPUTER OPERATIONS	20-21-00-6311	\$96.98
BOA May 2016	BANK OF AMERICA 22774	COMMUNICATIONS	20-21-00-6318	\$29.90
BOA May 2016	BANK OF AMERICA 22774	SAFETY PROGRAMS	20-21-00-6339	\$0.00
BOA May 2016	BANK OF AMERICA 22774	UTILTIY COLLECTION FEES	20-21-00-6340	\$191.41
BOA May 2016	BANK OF AMERICA 22774	MAINTENANCE AGREEMENTS	20-21-00-6347	\$119.88
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	20-21-00-6373	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	20-22-00-6048	\$0.00
BOA May 2016	BANK OF AMERICA 22774	UNIFORMS	20-23-00-6016	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MINOR TOOLS	20-23-00-6102	\$0.00
BOA May 2016	BANK OF AMERICA 22774	CHEMICALS	20-23-00-6104	\$9,647.86
BOA May 2016	BANK OF AMERICA 22774	LAB SUPPLIES	20-23-00-6109	\$95.00
BOA May 2016	BANK OF AMERICA 22774	SAFETY APPRAEL & SUPPLIES	20-23-00-6110	\$16.98
BOA May 2016	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	20-23-00-6112	\$177.62
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	20-23-00-6118	\$0.00
BOA May 2016	BANK OF AMERICA 22774	ANNUAL STATE WATER TEST	20-23-00-6303	\$455.00
BOA May 2016	BANK OF AMERICA 22774	Vehicle Maintenance	20-23-00-6316	(\$172.00)
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	20-23-00-6316	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	20-23-00-6317	\$1,116.92
BOA May 2016	BANK OF AMERICA 22774	EQUIPMENT CALIBRATION	20-23-00-6319	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PUBLISHING FEES	20-23-00-6334	\$0.00
BOA May 2016	BANK OF AMERICA 22774	BOOSTER STATION MAINTENANCE	20-23-00-6335	\$2,553.17
BOA May 2016	BANK OF AMERICA 22774	LICENSE & CERTIFICATE	20-23-00-6365	\$0.00
BOA May 2016	BANK OF AMERICA 22774	UNIFORMS	20-24-00-6016	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MINOR TOOLS	20-24-00-6102	\$0.00
BOA May 2016	BANK OF AMERICA 22774	CHEMICALS	20-24-00-6104	\$3,370.75
BOA May 2016	BANK OF AMERICA 22774	LAB SUPPLIES	20-24-00-6109	\$1,838.96
BOA May 2016	BANK OF AMERICA 22774	SAFETY SUPPLIES & APPAREL	20-24-00-6110	\$0.00
BOA May 2016	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	20-24-00-6112	\$114.72
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	20-24-00-6118	\$0.00
BOA May 2016	BANK OF AMERICA 22774	LIFT STATION MAINTENANCE	20-24-00-6312	\$372.46
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	20-24-00-6316	\$10.00
BOA May 2016	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	20-24-00-6317	\$4,362.85
BOA May 2016	BANK OF AMERICA 22774	EQUIPMENT CALIBRATION	20-24-00-6319	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MANDATORY TESTING	20-24-00-6357	\$866.89
BOA May 2016	BANK OF AMERICA 22774	LICENSE & CERTIFICATION	20-24-00-6365	\$0.00

A/P Claims List

from 6/22/2016 to 6/22/2016

Invoice #	Vendor	Description	Account	Cost
BOA May 2016	BANK OF AMERICA 22774	UNIFORMS	20-26-00-6016	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MINOR TOOLS	20-26-00-6102	\$0.00
BOA May 2016	BANK OF AMERICA 22774	SAFETY APPAREL & SUPPLIES	20-26-00-6110	\$0.00
BOA May 2016	BANK OF AMERICA 22774	BUILDING & GROUNDS	20-26-00-6112	\$9.73
BOA May 2016	BANK OF AMERICA 22774	MISC SUPPLIES	20-26-00-6114	\$25.12
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	20-26-00-6118	\$0.00
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	20-26-00-6316	\$2,435.46
BOA May 2016	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	20-26-00-6317	\$0.00
BOA May 2016	BANK OF AMERICA 22774	UNIFORMS	20-27-00-6016	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MINOR TOOLS	20-27-00-6102	\$31.46
BOA May 2016	BANK OF AMERICA 22774	CHEMICALS	20-27-00-6104	\$0.00
BOA May 2016	BANK OF AMERICA 22774	SAFETY APPAREL & SUPPLIES	20-27-00-6110	\$6.90
BOA May 2016	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	20-27-00-6112	\$0.00
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	20-27-00-6118	\$0.00
BOA May 2016	BANK OF AMERICA 22774	WATER/SEWER MAINTENANCE	20-27-00-6119	\$3,540.13
BOA May 2016	BANK OF AMERICA 22774	WATER METERS	20-27-00-6129	\$0.00
BOA May 2016	BANK OF AMERICA 22774	STREETS/SIDEWALKS	20-27-00-6313	\$0.00
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	20-27-00-6316	\$1,981.69
BOA May 2016	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	20-27-00-6317	\$2,355.76
BOA May 2016	BANK OF AMERICA 22774	MISC SERVICE/CHARGES	20-27-00-6346	\$45.50
BOA May 2016	BANK OF AMERICA 22774	LICENSE & CERTIFICATION	20-27-00-6365	\$0.00
BOA May 2016	BANK OF AMERICA 22774	CHEMICALS	20-29-00-6104	\$1,210.29
BOA May 2016	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	20-29-00-6112	\$63.64
BOA May 2016	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	20-29-00-6317	\$0.00
		Total GPWA OPERATING FUND		\$39,901.40
BOA May 2016	BANK OF AMERICA 22774	Healthy Communitis Grant	30-30-05-6578	\$10,458.31
BOA May 2016	BANK OF AMERICA 22774	LIBRARY STATE AID	30-30-06-6541	\$3,496.05
BOA May 2016	BANK OF AMERICA 22774	Computer Grant	30-30-07-6595	\$55.22
BOA May 2016	BANK OF AMERICA 22774	BULLET PROOF VEST GRANT	30-30-07-6597	\$0.00
		Total GRANTS FUND		\$14,009.58
BOA May 2016	BANK OF AMERICA 22774	MARKETING SUPPLIES	45-45-00-6123	\$414.40
BOA May 2016	BANK OF AMERICA 22774	SPECIAL EVENTS	45-45-00-6342	\$0.00
BOA May 2016	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	45-45-00-6355	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	45-45-00-6373	\$0.00
BOA May 2016	BANK OF AMERICA 22774	POOL IMPROVEMENTS	45-45-00-6509	\$0.00
BOA May 2016	BANK OF AMERICA 22774	PARK IMPROVEMENTS	45-45-00-6545	\$0.00
BOA May 2016	BANK OF AMERICA 22774	LAKE IMPROVEMENTS	45-45-00-6546	\$120.87
		Total HOTEL/MOTEL TAX FUND		\$535.27
BOA May 2016	BANK OF AMERICA 22774	PRINTING	50-50-00-6308	\$0.00
		Total WATER TREATMENT PLANT FUND		\$0.00
BOA May 2016	BANK OF AMERICA 22774	LEASE-PURCHASE COPIERS	54-54-02-6705	\$2,219.92
BOA May 2016	BANK OF AMERICA 22774	E911	54-54-07-6514	\$0.00
		Total CAPITAL PROJECTS		\$2,219.92
BOA May 2016	BANK OF AMERICA 22774	PRINTING	55-55-00-6308	\$0.00
BOA May 2016	BANK OF AMERICA 22774	Sanitary Sewer Lines	55-55-00-6547	\$947.37
		Total CMOM Fee		\$947.37
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	98-98-00-6048	\$178.00

A/P Claims List

from 6/22/2016 to 6/22/2016

Invoice #	Vendor	Description	Account	Cost
BOA May 2016	BANK OF AMERICA 22774	OFFICE SUPPLIES	98-98-00-6101	\$0.00
BOA May 2016	BANK OF AMERICA 22774	MINOR TOOLS	98-98-00-6102	\$199.80
BOA May 2016	BANK OF AMERICA 22774	SAFETY SUPPLIES	98-98-00-6110	\$50.17
BOA May 2016	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	98-98-00-6112	\$324.03
BOA May 2016	BANK OF AMERICA 22774	FUEL & LUBE	98-98-00-6118	\$0.00
BOA May 2016	BANK OF AMERICA 22774	TELEPHONE & INTERNET	98-98-00-6301	\$289.55
BOA May 2016	BANK OF AMERICA 22774	PRINTING	98-98-00-6308	\$97.49
BOA May 2016	BANK OF AMERICA 22774	AIRPORT BECON RUNWAY	98-98-00-6315	\$0.00
BOA May 2016	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	98-98-00-6316	\$365.53
BOA May 2016	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	98-98-00-6317	\$146.30
BOA May 2016	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	98-98-00-6373	\$0.00
		Total AIRPORT FUND		\$1,650.87
		Total All Funds		\$138,049.97

City of Guthrie
A/P Claims List
 from 6/23/2016 to 6/23/2016

Invoice #	Vendor	Description	Account	Cost
2035945	AARON RYBURN	Mileage Reimbursement	01-02-24-6047	\$79.92
2016168/2016193	LAW ENFORCEMENT	MMPI Testing	01-07-70-6030	\$369.00
731	OUTBACK RESOURCE (23174)	POLICE DEPT LAUNDRY	01-07-70-6310	\$16.20
732	OUTBACK RESOURCE (23174)	POLICE DEPT LAUNDRY	01-07-70-6310	\$46.20
735	OUTBACK RESOURCE (23174)	POLICE DEPT LAUNDRY	01-07-70-6310	\$15.60
737	OUTBACK RESOURCE (23174)	POLICE DEPT LAUNDRY	01-07-70-6310	\$27.60
2035938	ERIK LAMB	Meal reimbursement for training	01-07-70-6343	\$24.47
June 16	LOGAN COMMUNITY SERVICES,	Logan County Referral Program for 1 year	01-07-70-6345	\$125.00
04-1614560	OKLA DEPARTMENT OF PUBLIC	OLETS MAINTENANCE	01-07-79-6304	\$350.00
		Total GENERAL FUND		\$1,053.99
PAY APP2	Cherokee Pride Construction, Inc		Waterline Relocation ODOT Project20-21-00-6518	
		Total GPWA OPERATING FUND		\$167,259.85
2035936	AARON RYBURN	Snacks purchased for VOCA meeting	30-30-07-6595	\$11.69
		Total GRANTS FUND		\$11.69
2035940	OSU / GRANTS & CONTRACTS	Travelers Profile and Destination Image Study		45-45-00-6373
		Total HOTEL/MOTEL TAX FUND		\$10,000.00
6161636859	GREENWOOD EMERGENCY	2000 Ford E-450 Type III Ambulance	54-56-15-6532	\$10,250.00
		Total CAPITAL PROJECTS		\$10,250.00
01-013465-009	UTILITY DEPOSIT REFUND		71-00-00-5555	\$45.29
04-046009-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$29.17
06-061430-009	UTILITY DEPOSIT REFUND		71-00-00-5555	\$56.82
09-090255-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$52.01
12-120025-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$40.81
12-122710-012	UTILITY DEPOSIT REFUND		71-00-00-5555	\$0.77
13-133875-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$78.27
14-141315-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$99.94
16-163422-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$3.11
		Total UTILITY DEPOSIT FUND		\$406.19
AIR 1000204 01	O.M.A.G. (22004)	Airport Liability Ins. & Public official Liability	98-98-00-6329	\$1,125.00
PEL 216742101	O.M.A.G. (22004)	Airport Liability Ins. & Public official Liability	98-98-00-6329	\$3,186.36
2035941	OKLA AERONAUTICS	ODALS project at Guthrie-Edmond Regional	98-98-94-6585	\$29,501.34
		Total AIRPORT FUND		\$33,812.70
		Total All Funds		\$222,794.42

A/P Claims List

from 6/30/2016 to 6/30/2016

Invoice #	Vendor	Description	Account	Cost
005864	SAM'S CLUB DIRECT COMMERC	Misc. Supplies	01-01-00-6100	\$112.04
005864	SAM'S CLUB DIRECT COMMERC	Misc. Supplies	01-01-00-6103	\$144.46
2327	HURLEY PLUMBING 267	Misc. Plumbing Repairs	01-01-00-6112	\$70.00
2328	HURLEY PLUMBING 267	Misc. Plumbing Repairs	01-01-00-6112	\$55.00
2332	HURLEY PLUMBING 267	Misc. Plumbing Repairs	01-01-00-6112	\$57.00
Apr2016	NEW HORIZONS 22959	CLEANING SERVICES FOR THE LIBRARY	01-01-00-6112	\$190.00
May2016	NEW HORIZONS 22959	CLEANING SERVICES FOR THE LIBRARY	01-01-00-6112	\$190.00
005864	SAM'S CLUB DIRECT COMMERC	Misc. Supplies	01-01-00-6112	\$59.94
005864	SAM'S CLUB DIRECT COMMERC	Coffee Supplies	01-01-00-6114	\$110.26
005864	SAM'S CLUB DIRECT COMMERC	Coffee Supplies	01-07-70-6114	\$103.07
002700	SAM'S CLUB DIRECT COMMERC	Supplies for the retail shop at the Lake	01-15-11-6125	\$359.84
		Total GENERAL FUND		\$1,451.61
April / May 2016	NEW HORIZONS 22959	CLEANING SERVICES FOR GPWA	20-21-00-6112	\$228.00
005864	SAM'S CLUB DIRECT COMMERC	Coffee Supplies	20-21-00-6114	\$146.87
JULY 2016	USPS - UNITED STATES POSTAL	MONTHLY POSTAGE	20-21-00-6309	\$1,000.00
JUNE2016	USPS - UNITED STATES POSTAL	MONTHLY POSTAGE	20-21-00-6309	\$2,000.00
1032/1031	NORPS, LLC	Refurbished Computers	20-21-00-6311	\$789.00
104800	SOUTHWEST CHEMICAL (20977)	Blanket PO for Bleach	20-23-00-6104	\$4,226.04
		Total GPWA OPERATING FUND		\$8,389.91
063016-2	Sinclair Television Group Inc	Fox 25 Road Trippin' Series	45-45-00-6123	\$3,500.00
2035956	Kinsey Charles	Performance at Red Brick Nights	45-45-00-6342	\$200.00
2035958	Nathanael Medlam	Performance at Red Brick Nights	45-45-00-6342	\$500.00
2035955	Sherree Ulrich	Performance at Red Brick Nights	45-45-00-6342	\$600.00
JULY2016	THOMAS PRODUCTIONS (23225)	Rental of Staging Services for Block Parties fr	45-45-00-6342	\$1,250.00
2035957	Tyler Hopkins	Performance at Red Brick Nights	45-45-00-6342	\$200.00
		Total HOTEL/MOTEL TAX FUND		\$6,250.00
EOL7562897-01	DELL FINANCIAL SERVICES (21	Lease Purchase Buyout	54-54-02-6706	\$5,633.08
JULY2016	COMMUNITY STATE BANK 2287	Front End Loader	54-56-12-6718	\$2,687.83
		Total CAPITAL PROJECTS		\$8,320.91
GF230516	HUDIBURG CHEVROLET, INC. 1	1 TON CREW CAB TRUCK FOR LINE MAIN	55-55-00-6547	\$41,779.00
		Total CMOM Fee		\$41,779.00
14151.01-01	CEC CORPORATION 22277	Design Only for Rehabilitate Runway Lights	98-98-00-6373	\$4,000.00
2027200	MYERS ENGINEERING CORPOR	Engineering Services for Guthrie Edmond Air	98-98-00-6373	\$220.00
		Total AIRPORT FUND		\$4,220.00
JULY2016	OKLAHOMA DEPARTMENT OF C	Spirit Wing Loan	99-99-00-6702	\$1,041.66
		Total GUTHRIE INDUSTRIAL DEVELOPMENT		\$1,041.66
		Total All Funds		\$71,453.09

A/P Claims List

from 7/7/2016 to 7/7/2016

Invoice #	Vendor	Description	Account	Cost
JULY2016	OKLAHOMA UNIFORM BLDG CO	STATE BUILDING FEES	01-00-00-2013	\$92.00
JULY2016	O.M.A.G (21303)	GENERAL COVERAGE	01-01-00-6326	\$3,742.94
JULY2016	O.M.A.G (21302)	OMAG Workers Comp Coverage - General	01-01-00-6326	\$12,747.20
JULY2016	O.M.A.G (425)	LIABILTIY PROTECTION PLAN	01-01-00-6326	\$4,172.79
9867	CRAWFORD & ASSOCIATES P.C.	ACCOUNTING & CONSULTING SERVICES	01-01-00-6330	\$4,560.00
115	CHRIS EDWARDS (23118)	Pre-Employment Polygraph Exams	01-07-70-6030	\$400.00
2016242	LAW ENFORCEMENT PSYCHOL	MMPI Testing	01-07-70-6030	\$180.00
20510	JERRY'S WRECKER SERVICE (5	Towing of MRAP #20510	01-07-70-6316	\$250.00
2035951	MICHAEL JOHNS 22895	Psychological First Aide Training Meal	01-07-70-6343	\$8.99
2126	A CUT ABOVE LAWN SERVICE 2	WEED ABATEMENT	01-07-74-6353	\$120.00
3064	A CUT ABOVE LAWN SERVICE 2	WEED ABATEMENT	01-07-74-6353	\$120.00
3118	A CUT ABOVE LAWN SERVICE 2	WEED ABATEMENT	01-07-74-6353	\$150.00
3119	A CUT ABOVE LAWN SERVICE 2	WEED ABATEMENT	01-07-74-6353	\$150.00
3120	A CUT ABOVE LAWN SERVICE 2	WEED ABATEMENT	01-07-74-6353	\$225.00
3121	A CUT ABOVE LAWN SERVICE 2	WEED ABATEMENT	01-07-74-6353	\$225.00
3122	A CUT ABOVE LAWN SERVICE 2	WEED ABATEMENT	01-07-74-6353	\$200.00
3123	A CUT ABOVE LAWN SERVICE 2	WEED ABATEMENT	01-07-74-6353	\$225.00
3124	A CUT ABOVE LAWN SERVICE 2	WEED ABATEMENT	01-07-74-6353	\$150.00
3125	A CUT ABOVE LAWN SERVICE 2	WEED ABATEMENT	01-07-74-6353	\$80.00
JULY2016	RURAL WATER DISTRICT #1(206	Monthly Water Service	01-15-11-6112	\$66.00
		Total GENERAL FUND		\$27,864.92
JULY2016	O.M.A.G (21303)	GPWA COVERAGE	20-21-00-6326	\$3,742.94
JULY2016	O.M.A.G (21302)	OMAG Workers Comp Coverage - GPWA	20-21-00-6326	\$12,747.20
JULY2016	O.M.A.G (425)	LIABILTIY PROTECTION PLAN	20-21-00-6326	\$4,172.79
2027213	MYERS ENGINEERING CORPOR	Updating Water & Sanitary Sewer Atlas 2016	20-21-00-6373	\$6,210.00
1885	MID AMERICA HYDRO TECH (211	Blanket PO for Chemicals	20-23-00-6104	\$16,963.10
1889	MID AMERICA HYDRO TECH (211	Blanket PO for Chemicals	20-23-00-6104	\$624.13
104845	SOUTHWEST CHEMICAL (20977)	Blanket PO for Bleach	20-23-00-6104	\$1,549.00
		Total GPWA OPERATING FUND		\$46,009.16
1751	ACS PLAYGROUND ADVENTURE	Cantilever Shades for the Swimming Pool	30-30-05-6578	\$12,246.00
		Total GRANTS FUND		\$12,246.00
JULY2016	OKLA WATER RESOURCES BOA	Series 2013 AMR and Langston Waterline	54-55-23-6714	\$24,029.34
		Total CAPITAL PROJECTS		\$24,029.34
A2721204	WARREN CAT (139)	Trackhoe Lease for Sewer Line Project	55-55-00-6547	\$5,501.30
011030	Womacks Excavation & Trucking	ROCK FOR SEWER LINE REPLACEMENT	55-55-00-6547	\$12,600.00
JULY2016	OKLA WATER RESOURCES/ BA	CMOM Projects Loan (ORF 100008CW)	55-55-00-6714	\$14,535.56
		Total CMOM Fee		\$32,636.86
JULY2016	O.M.A.G (21303)	AIRPORT COVERAGE	98-98-00-6329	\$326.69
JULY2016	O.M.A.G (21302)	OMAG Workers Comp Coverage - Airport	98-98-00-6329	\$454.09
JULY2016	O.M.A.G (425)	LIABILTIY PROTECTION PLAN	98-98-00-6329	\$75.00
		Total AIRPORT FUND		\$855.78
		Total All Funds		\$143,642.06

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JULY2016	O.M.A.G.(21302)	OMAG Workers Comp Coverage - General	01-01-00-6326	\$12,747.20
JULY2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	01-01-00-6326	\$4,172.79
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		Total GENERAL FUND		\$27,864.92
JULY2016	O.M.A.G.(21303)	GPWA COVERAGE	20-21-00-6326	\$3,742.94
JULY2016	O.M.A.G.(21302)	OMAG Workers Comp Coverage - GPWA	20-21-00-6326	\$12,747.20
JULY2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	20-21-00-6326	\$4,172.79
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JULY2016	O.M.A.G.(21302)	OMAG Workers Comp Coverage - Airport	98-98-00-6329	\$454.09
JULY2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	98-98-00-6329	\$75.00
		Total AIRPORT FUND		\$855.78
		Total All Funds		\$143,642.06