



60th City Council

Mayor Chuck Burtcher

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

Ward III – Ellen Gomes, Gaylord Z. Thomas

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

101 N. 2nd Street, Guthrie, OK 73044

October 5, 2010, 7:00pm

Agenda

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

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

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held September 21, 2010 3
B. Consider approval of claims 5

- 4. Consider convening an Executive Session pursuant to the Authority of Title 25, O.S. 2001, Section 307 (B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Case No. 10-254; DEQ Consent Order).
5. Consideration of action regarding Case No. 10-254; DEQ Consent Order.
6. Adjourn

CITY COUNCIL MEETING

- 1. Call to Order
2. Consent Agenda

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

- A. Consider approval of minutes of the Special City Council Workshop held on September 21, 2010 15
B. Consider approval of minutes of the Regular City Council Meeting held on September 21, 2010..... 17
C. Consider approval of claims23
D. Consider accepting the Oklahoma Department of Transportation (ODOT) Tree Grant awarded to the City of Guthrie for the enhancement of the median on Highway 33 between Interstate 35 and Pine Street in the amount of \$7,40025
E. Consider approval of the Early Project Development (EPD) Submittal to be sent to Oklahoma Aeronautics Commission (OAC) in conjunction with the design and construction phase of Airport Improvement Projects (AIP) for fiscal years 2011 & 201239
F. Consider approval of the contract between Garver Engineers and the City of Guthrie pertaining to the scope of services that they will perform, and the fees that they will assess to the airport sponsors for administrative costs, design fees, impact studies, testing and analysis, and the construction supervision affiliated with each project..... (see page 39)

G. Consider approval to bid the Oklahoma Department of Transportation (ODOT) Tree Grant Project.....43

Ordinance

- 3. Consider approval of Ordinance # 3215 amending Chapter Four, Article Nine of the City of Guthrie Code of Ordinances, entitled Sign and Awning Ordinance, providing for severability and repealer, and declaring an emergency.....45
- 4. City Manager’s Report
- 5. Requests/comments from members of the City Council
- 6. Adjourn

Agenda posted on the bulletin board in the lobby of City Hall before 5:00 pm on Friday, October 1, 2010. The City of Guthrie encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The city may waive the 48 hours rule if signing is not the necessary accommodation.

MINUTES

GUTHRIE PUBLIC WORKS MEETING

September 21, 2010

The regular meeting of the Guthrie Public Works Authority was posted on Friday, September 17, 2010 before 5:00 p.m. and held September 21, 2010 in the Guthrie City Hall Council Chambers.

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

Pledge of Allegiance was led by Chairman Chuck Burtcher.

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

Members Present:	Chuck Burtcher	Mary Coffin	Patty Hazlewood
	Ellen Gomes	John Wood	

Members Absent:	Trey Ayers	Gaylord Z. Thomas
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Staff Present:	Matt Mueller	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Rene Spineto	Maxine Pruitt
	Jim Ahlgren	Damon Devereaux	Lee Ivie

Chairman Burtcher declared a quorum with five (5) Trustees in attendance.

Public Comments. Rev. Don Riepe expressed a “Thank You” to the Guthrie Police Department, Parks & Public Grounds employees and Administrative Secretary Cindy Kenyon for their help with the car show and cruise.

Consent Agenda: Motion by Trustee Coffin, seconded by Trustee Hazlewood, moved approval of the Consent Agenda as follows:

A. Consider approval of the minutes from the Regular Guthrie Public Works Authority Meeting held on September 7, 2010.

B. Consider approval of Claims:

GPWA Fund:	\$ 29,773.29
Water Treatment Plant Fund:	<u>\$403,041.03</u>

TOTAL CLAIMS: \$432,814.32

C. Consider approval of the Water Meter Reading Service Agreement between the Guthrie Public Works Authority and Burrell, Inc. for the period of October 1, 2010 through September 30, 2011.

- D. Consider approval of the Agricultural Lease Agreement between the Guthrie Public Works Authority and Hugh Plagg for the period of October 1, 2010 through September 30, 2011.

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

Aye: Burtcher, Gomes, Coffin, Wood, Hazlewood
Nay: None

Chairman Burtcher declared the motion carried unanimously.

Consider approval of Resolution No. 2010-14 rescinding the Water Treatment Plant Fee on legal non-users of the Guthrie Public Works Authority water. The proposed Resolution will rescind or remove the Water Treatment Plant Fee from legal non-users of the Guthrie Public Works Authority water system. The fee will remain in effect on all water users served by the GPWA water system. Motion by Trustee Wood, seconded by Trustee Hazlewood, moved approval of Resolution No. 2010-14 rescinding the Water Treatment Plant Fee on legal non-users of the Guthrie Public Works Authority water. Trustees entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Hazlewood
Nay: None

Chairman Burtcher declared the motion carried unanimously.

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

Aye: Burtcher, Gomes, Coffin, Wood, Hazlewood
Nay: None

Chairman Burtcher declared the motion carried unanimously at 7:11 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Chairman



GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

October 5, 2010

I hereby certify the purchase orders listed have been issued and encumbered against the available balance of the authorized appropriated accounts and that the department head and/or officer in charge of those accounts has certified that the procurements were necessary to the proper conduct of activities; that the merchandise and/or services have been satisfactorily received or utilized; and that the purchase orders are now a true and just debt of the Guthrie Public Works Authority. These purchase orders are therefore presented to you to be presented to the governing body for consideration as claims for payment.

A handwritten signature in black ink, appearing to read "Kevin Dixon Jr.", written over a horizontal line.

Kevin Dixon Jr.
Senior Buyer
Administrative Services

Monthly Claims Approved As Per Ordinance #2973
By City Manager

City Manager

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
PR3223-1	AETNA - MIDDLETOWN 22051		01-00-00-2031	\$93.15
PR3223-1	AETNA MEDICAL/ DENTAL 2205		01-00-00-2031	\$838.04
PR3223-1	AETNA - MIDDLETOWN 22051		01-00-00-2032	\$649.76
PR3223-1	PRINCIPAL FINANCIAL GROUP		01-00-00-2032	\$301.49
PR3223-1	AETNA MEDICAL/ DENTAL 2205		01-00-00-2033	\$1,739.27
PR3223-1	AETNA MEDICAL/ DENTAL 2205		01-00-00-2034	\$465.78
		Total		\$4,087.49
		Total		\$4,087.49
176327	MCLAIN-CHITWOOD (358)	Misc. Office Supplies	01-01-00-6100	\$233.94
7897599	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$149.76
7929678	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$205.40
8072844	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$828.13
2031471	SAM'S CLUB DIRECT(516)	Misc. Supplies	01-01-00-6100	\$332.32
230363254	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	\$53.11
230696247	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	\$51.58
2031471	SAM'S CLUB DIRECT(516)	Misc. Supplies	01-01-00-6103	\$139.86
2031464	WALMART COMMUNITY BRC(207	Drain Cleaner	01-01-00-6103	\$9.97
2031464	WALMART COMMUNITY BRC(207	Bowl Brush	01-01-00-6103	\$7.96
20110028	OKLAHOMA DEPARTMENT OF L	Hotwater Inspection	01-01-00-6112	\$75.00
298431124	TERMINEX 22413	Pest Control	01-01-00-6112	\$90.00
2031464	WALMART COMMUNITY BRC(207	Toggle Switch	01-01-00-6112	\$2.18
James Earl Kroe	FURROW FLOWERS & GIFTS (1	Condolences for James Earl "Jimmy" Kroege	01-01-00-6114	\$65.00
2031471	SAM'S CLUB DIRECT(516)	Coffee Supplies	01-01-00-6114	\$335.57
2031464	WALMART COMMUNITY BRC(207	COG Government Academy Session1	01-01-00-6114	\$28.90
2031475	AT&T LONG DISTANCE(21268)	Long Distance Service for Aug. 2010	01-01-00-6301	\$36.28
2031415	OFFICE DEPOT,INC. (286)	(5) Leather Portfolios and Screen Protectors f	01-01-00-6311	\$189.90
6476538177	VERIZON WIRELESS (21875)	Cell phone serves	01-01-00-6318	\$381.75
5250	CRAWFORD & ASSOCIATES,P.C.	Professional Services-Accounting & Consulti	01-01-00-6330	\$112.50
		Total		\$3,329.11
		Total GENERAL GOVERNMENT		\$3,329.11
MILEAGE REIM	CINDY KENYON (22062)	Mileage Reimbursement 82 Miles x .50	01-02-20-6047	\$41.00
2124	OKLAHOMA BUSINESS ETHICS	Ethics Business Consortium - Ethics and Eco	01-02-20-6048	\$20.00
8/15/2010 THRU	RANDEL C. SHADID(20656)	Reimbursement for Postate Seminars and Mi	01-02-20-6054	\$13.20
CNIN007378BMI	BMI SYSTEMS, INC. 664	Maintence for 4rd floor Canon Copier (JJM01	01-02-20-6317	\$260.59
		Total CITY MANAGER		\$334.79
CLASSIFIED AD	LOGAN COUNTY COURIER 2265	Classified Ad for Equipment Operator for Stre	01-02-24-6334	\$9.80
		Total HUMAN RESOURCES		\$9.80
		Total ADMINISTRATION		\$344.59
3214	GUTHRIE NEWS LEADER (1578)	Legal Notices	01-03-30-6334	\$11.00
ORDINANCE NO	GUTHRIE NEWS LEADER (1578)	Legal Notices	01-03-30-6334	\$11.30
2031477	CITY TREASURERS (105)	Filing at Courthouse	01-03-30-6355	\$97.19
		Total FINANCE		\$119.49
		Total FINANCE		\$119.49
SEPTEMBER 20	COX COMMUNICATIONS(20698)	City Hall and Fire Dept. Internet services	01-04-45-6381	\$239.95
SEPTEMBER 20	COX COMMUNICATIONS(20698)	City Hall and Fire Dept. Internet services	01-04-45-6381	\$39.95
EDU469	PANOPTO 22357	CourseCast Hosted Video October 2010	01-04-45-6381	\$49.00

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
Total INFORMATION SERVICES				\$328.90
Total INFORMATION SERVICES				\$328.90
298431123	TERMINEX 22413	Pest Control	01-06-60-6112	\$50.00
2031471	SAM'S CLUB DIRECT(516)	Coffee Supplies	01-06-60-6116	\$79.31
cnin079852bmi	BMI SYSTEMS, INC. 664	Maintenance for Library Canon Copier	01-06-60-6317	\$128.78
Total LIBRARY				\$258.09
Total LIBRARY				\$258.09
2031464	WALMART COMMUNITY BRC(207	Jail Food for Prisoners	01-07-70-6106	\$100.69
019079	GUTHRIE BICYCLES (1778)	Repairs to Bikes and Parts	01-07-70-6114	\$20.00
2031471	SAM'S CLUB DIRECT(516)	Coffee Supplies	01-07-70-6114	\$309.10
005260	RDJ SPECIALTIES, INC. (21679)	Halloween Supplies plus Shipping	01-07-70-6122	\$605.40
000142	GHM ENTERPRISES (1097)	Laundry 9/1/2010 and Laundry 9/8/2010	01-07-70-6310	\$20.40
000149	GHM ENTERPRISES (1097)	Laundry 9/1/2010 and Laundry 9/8/2010	01-07-70-6310	\$24.06
000156	GHM ENTERPRISES (1097)	Laundry 9/1/2010 and Laundry 9/8/2010	01-07-70-6310	\$26.04
0054369	BOWMAN'S WRECKER SERVICE	Towing Unit to GMS Hook Up Fee and Mileag	01-07-70-6316	\$74.00
2716	UNIQUE DESIGNS (21785)	Vinyl Lettering for Police Unit	01-07-70-6316	\$125.00
REIMBURSEME	BRYAN CRUMB(20516)	Meal Reimbursement for CLEET Training on	01-07-70-6343	\$45.79
MILEAGE REIM	DELIA MONTEIRO (22229)	Reimbursement for Mileage ACOG Training o	01-07-70-6343	\$37.00
MILEAGE REIM	CATHY LEWIS(402)	Reimburse Mileage for ACOG Training on 91	01-07-70-6343	\$31.50
Total POLICE ADMINISTRATION				\$1,418.98
820367	SOUTHPOINT VET CLINIC (734)	8/27/2010 Euth, 8/30/2010 Euth, 9/2/2010 Eu	01-07-72-6104	\$33.00
820368	SOUTHPOINT VET CLINIC (734)	8/27/2010 Euth, 8/30/2010 Euth, 9/2/2010 Eu	01-07-72-6104	\$6.00
820369	SOUTHPOINT VET CLINIC (734)	8/27/2010 Euth, 8/30/2010 Euth, 9/2/2010 Eu	01-07-72-6104	\$36.00
820370	SOUTHPOINT VET CLINIC (734)	8/27/2010 Euth, 8/30/2010 Euth, 9/2/2010 Eu	01-07-72-6104	\$36.00
820371	SOUTHPOINT VET CLINIC (734)	8/27/2010 Euth, 8/30/2010 Euth, 9/2/2010 Eu	01-07-72-6104	\$27.00
87342	RON'S MOBILE TIRE 506	Fixed Flat on Unit 53	01-07-72-6316	\$10.00
Total ANIMAL CONTROL				\$148.00
2031464	WALMART COMMUNITY BRC(207	Power Pack	01-07-78-6114	\$19.00
Total LAKE ENFORCEMENT				\$19.00
04-1101184	OKLA DEPARTMENT OF PUBLIC	OLETS User Fee	01-07-79-6304	\$350.00
Total COMMUNICATIONS				\$350.00
Total POLICE				\$1,935.98
147432	SPECIAL-OPS UNIFORMS, INC.(5	Misc. Uniforms and Equipment	01-09-90-6016	\$199.98
147785	SPECIAL-OPS UNIFORMS, INC.(5	Misc. Uniforms and Equipment	01-09-90-6016	\$25.00
163514	CHIEF FIRE & SAFETY(92)	Supply Hose and T=Stop	01-09-90-6137	\$4,815.00
17630	JERRY'S WRECKER SERVICE(57	Towing	01-09-90-6316	\$100.00
167603	NAPA (30)	Automotive and Equipment Parts and Supplie	01-09-90-6316	\$1.59
0218-406328	O'REILLY AUTO PARTS (952)	Misc. Supplies	01-09-90-6316	\$16.19
0218-406805	O'REILLY AUTO PARTS (952)	Misc. Supplies	01-09-90-6316	\$12.78
0218-408304	O'REILLY AUTO PARTS (952)	Misc. Supplies	01-09-90-6316	\$6.84
87348	RON'S MOBILE TIRE 506	Misc. Tires and Repairs	01-09-90-6316	\$296.77
5267	HOMETOWN RENTAL & FEED(16	Misc. Supplies	01-09-90-6317	\$56.95
7169003	RICOH AMERICAS CORPORATIO	Copy Machine Maintenance	01-09-90-6317	\$115.96
9/14/2010	INTEGRATED CIRCUITS (21906)	Raido IC-F50V, Mic and Parts	01-09-90-6318	\$951.00
Total SUPPRESSION				\$6,598.06

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
873695	ALLMED (21869)	EMS Supplies	01-09-92-6104	\$163.75
CL60394	LAMPTON WELDING SUPPLY(32	Lease Renewal, Oxygen and Cylinder Lease	01-09-92-6104	\$74.95
PE71454	LAMPTON WELDING SUPPLY(32	Lease Renewal, Oxygen and Cylinder Lease	01-09-92-6104	\$51.31
R432151	LAMPTON WELDING SUPPLY(32	Lease Renewal, Oxygen and Cylinder Lease	01-09-92-6104	\$41.56
4001969980	STERICYCLE (1463)	EMS Trash	01-09-92-6104	\$455.14
087951	CASCO INDUSTRIES (666)	Boots for Firefighter Hymer	01-09-92-6110	\$102.00
AUGUST 2010	INTERMEDIX (22025)	EMS Billing 8/1/2010 to 8/31/2010	01-09-92-6373	\$4,522.54
		Total EMS		\$5,411.25
03892924	POSITIVE PROMOTIONS (1822)	Fire Prevention Items	01-09-96-6121	\$1,032.62
		Total PREVENTION		\$1,032.62
		Total FIRE		\$13,041.93
2349711	OKLA HOME CENTERS, INC. (20	Misc. Tools and Supplies	01-12-00-6102	\$339.83
2350050	OKLA HOME CENTERS, INC. (20	Misc. Tools and Supplies	01-12-00-6102	\$77.95
2350748	OKLA HOME CENTERS, INC. (20	Misc. Tools and Supplies	01-12-00-6102	\$105.98
2350833	OKLA HOME CENTERS, INC. (20	Bathroom Heater/Misc. Supplies	01-12-00-6112	\$225.77
2350849	OKLA HOME CENTERS, INC. (20	Bathroom Heater/Misc. Supplies	01-12-00-6112	\$45.57
10231	LOGAN COUNTY ASPHALT(1543)	Misc Patching, Sand and Gravel	01-12-00-6113	\$1,840.07
13594	LOGAN COUNTY ASPHALT(1543)	Misc Patching, Sand and Gravel	01-12-00-6113	\$178.60
167643	NAPA (30)	Misc. Supplies	01-12-00-6113	\$76.86
3054	OKLA CONSTRUCTION MATERIA	Rock	01-12-00-6113	\$354.72
3188	OKLA CONSTRUCTION MATERIA	Rock	01-12-00-6113	\$242.48
3204	OKLA CONSTRUCTION MATERIA	Rock	01-12-00-6113	\$241.87
3269	OKLA CONSTRUCTION MATERIA	Rock	01-12-00-6113	\$212.28
3282	OKLA CONSTRUCTION MATERIA	Rock	01-12-00-6113	\$502.95
3308	OKLA CONSTRUCTION MATERIA	Rock	01-12-00-6113	\$245.68
3320	OKLA CONSTRUCTION MATERIA	Rock	01-12-00-6113	\$244.46
3321	OKLA CONSTRUCTION MATERIA	Rock	01-12-00-6113	\$500.66
2349709	OKLA HOME CENTERS, INC. (20	Misc. Supply	01-12-00-6113	\$188.14
2350049	OKLA HOME CENTERS, INC. (20	Misc. Supply	01-12-00-6113	\$37.43
2350747	OKLA HOME CENTERS, INC. (20	Misc. Supply	01-12-00-6113	\$87.92
2350751	OKLA HOME CENTERS, INC. (20	Misc. Supply	01-12-00-6113	\$63.97
0120338-IN	RAILROAD YARD, INC.(208)	Steel Pipe for Corner Post on Fence	01-12-00-6113	\$1,103.76
098522	STILLWATER STEEL 22366	Steel and Plasma Gun	01-12-00-6113	\$371.00
098523	STILLWATER STEEL 22366	Steel and Plasma Gun	01-12-00-6113	\$507.90
11603	TRAFFIC SIGNALS, INC.(584)	Repairs to Traffic Signals	01-12-00-6113	\$1,200.00
11618	TRAFFIC SIGNALS, INC.(584)	Emergency Repairs toTraffic Signals at Went	01-12-00-6113	\$8,360.00
17729/2031452	TSC BUSINESS ACCOUNT (2155	Fence Next to Kenneth Mitchell's Property	01-12-00-6113	\$1,267.90
2350819	OKLA HOME CENTERS, INC. (20	Concrete for Sign Post	01-12-00-6115	\$331.28
016042	WADE'S HARDWARE (607)	Sign Post	01-12-00-6115	\$1,998.44
87328	RON'S MOBILE TIRE 506	New Tires for 3/4 Ton truck/Misc Tire Repair	01-12-00-6317	\$332.40
87346	RON'S MOBILE TIRE 506	New Tires for 3/4 Ton truck/Misc Tire Repair	01-12-00-6317	\$160.00
87362	RON'S MOBILE TIRE 506	New Tires for 3/4 Ton truck/Misc Tire Repair	01-12-00-6317	\$296.04
2031464	WALMART COMMUNITY BRC(207	Washing Vehicle Suppleis	01-12-00-6317	\$76.87
		Total		\$21,818.78
		Total STREET		\$21,818.78
825 0580197	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$27.55
825 0581868	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$27.55
825 0583506	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$27.55

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
825 0585196	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$27.55
825 0586842	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$27.55
167684	NAPA (30)	Oil Dry, Rough Service Bulbs, etc.	01-14-00-6114	\$104.28
		Total		\$242.03
0532234708	AZ COMMERCIAL (1556)	Rebuilt Transmission for Truck #111	01-14-41-6116	\$1,359.99
0532237258	AZ COMMERCIAL (1556)	Misc. Automotive Parts	01-14-41-6116	\$281.98
P26631	C. L. BOYD COMPANY, INC.(71)	John Deere Motor Grader Parts - Fuel Tank, I	01-14-41-6116	\$421.65
42182	COUNTRY FORD-MERCURY (130)	Ford Parts	01-14-41-6116	\$26.52
0115641-IN	DELCO DIESEL SERVICES (1057)	Rebuild Injector Pump and Injectors for Motor	01-14-41-6116	\$1,014.60
2031370	GUTHRIE AUTO TRIM(232)	Repair Seat in Truck #242	01-14-41-6116	\$200.00
E7047	JIM JOHNSON OIL CO. (21480)	Oil Dry & Parts and Washer Solvent	01-14-41-6116	\$137.00
124267	JOHN VANCE MOTORS(602)	Misc. GM and Chrysler Parts and Supplies	01-14-41-6116	\$61.90
9578549	LAWSON PRODUCTS, INC.(316)	Misc. Shop Supplies, Fasteners, Wire, Conn	01-14-41-6116	\$165.82
166333	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$40.52
166546	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$6.03
166555	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$7.47
166853	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$21.47
167504	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$5.37
167645	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$6.00
167672	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$85.04
167683	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$1.00
0218-4041199	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$52.43
0218-404146	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$3.99
0218-404941	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$15.73
0218-404971	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$1.69
0218-405175	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$22.99
0218-405415	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$10.00)
0218-405617	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$8.99
0218-405646	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$10.00
0218-406574	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$14.38
0218-406579	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$31.98
0218-406617	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$8.99
0218-406624	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$7.99
0218-406625	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$8.99)
0218-406717	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$25.99
0218-406908	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$3.53
0218-406910	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$9.99
0218-407572	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$4.99
0218-407585	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$4.99
0218-407847	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$26.66
0218-407951	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$17.08
2029873	STEVE'S MUFFLER(379)	Exhaust Repairs	01-14-41-6116	\$300.00
100089029	STURGEON'S CORNER LLC(2096)	PTO Shift Unit for Tractor #121	01-14-41-6116	\$85.00
E7048	JIM JOHNSON OIL CO. (21480)	Lubricants and Fluids for Fleet Maintenance	01-14-41-6118	\$424.16
		Total FLEET MAINTENANCE		\$4,904.92
		Total FLEET MAINTENANCE		\$5,146.95
2031464	WALMART COMMUNITY BRC(207)	Levi Jeans	01-15-11-6016	\$100.00
2031477	CITY TREASURERS (105)	Repair Screen Door at Gazebo	01-15-11-6112	\$65.00
17647	MAKER'S GLASS SHOP(346)	Replacing Locks at Office and Maintenance	01-15-11-6112	\$55.92

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
2345082	OKLA HOME CENTERS, INC. (20	Building Supplies	01-15-11-6112	\$35.96
574L	PONDS RX 22643	Treatment for Pond at Highland Park	01-15-11-6112	\$169.00
17928/2031466	TSC BUSINESS ACCOUNT (2155	T-Posts Replacement for Bluegrass 2010	01-15-11-6112	\$321.13
ED2088	CENTRAL NEW HOLLAND(93)	Belts, Blades, Filters for Bad Boy Mowers	01-15-11-6317	\$105.90
ED2300	CENTRAL NEW HOLLAND(93)	Belts, Blades, filters for Bad Boy Mowers	01-15-11-6317	\$323.45
ED2337	CENTRAL NEW HOLLAND(93)	Belts, Blades, filters for Bad Boy Mowers	01-15-11-6317	\$413.40
146772	P & K IMPLEMENT CO. (1491) (KI	Blades, Hoses for F1145 Mower	01-15-11-6317	\$384.01
575115-0001	PIONEER EQUIPMENT RENTAL,	Parts for Hustler Mowers	01-15-11-6317	\$363.21
577630-0001	PIONEER EQUIPMENT RENTAL,	Parts for Hustler Mowers	01-15-11-6317	\$799.04
473015	PRO POWER EQUIPMENT(20625	Wheel Hub, Weed Eating Blades and Heads,	01-15-11-6317	\$306.54
473017	PRO POWER EQUIPMENT(20625	Wheel Hub, Weed Eating Blades and Heads,	01-15-11-6317	\$299.99
473147	PRO POWER EQUIPMENT(20625	Wheel Hub, Weed Eating Blades and Heads,	01-15-11-6317	\$863.50
Total PARKS				\$4,606.05
Total PARKS & PUBLIC GROUNDS				\$4,606.05
Total GENERAL FUND				\$55,017.36
PR3223-1	AETNA - MIDDLETOWN 22051		20-00-00-2031	\$47.80
PR3223-1	AETNA - MIDDLETOWN 22051		20-00-00-2032	\$131.46
PR3223-1	AETNA MEDICAL/ DENTAL 2205		20-00-00-2033	\$454.78
PR3223-1	AETNA MEDICAL/ DENTAL 2205		20-00-00-2044	\$133.08
Total				\$767.12
Total				\$767.12
2031471	SAM'S CLUB DIRECT(516)	Coffee Supplies	20-21-00-6114	\$325.54
2031477	CITY TREASURERS (105)	Postage for Library	20-21-00-6309	\$10.18
cnin080080bmi	BMI SYSTEMS, INC. 664	Maintenance dor Municpal Serv. Canon Copi	20-21-00-6317	\$131.59
OCTOBER 2010	COX COMMUNICATIONS(20698)	Water treatment plant Internet service	20-21-00-6318	\$59.95
6476538177	VERIZON WIRELESS (21875)	Cell phone serves	20-21-00-6318	\$287.98
AUGUST 2010	C.A.C. FINANCIAL CORP. (1405)	Collection Fees for September, 2009 through	20-21-00-6340	\$30.85
42182-1464/092	BOND LOGISTIX LLC(871)	Arbitrage Rebate Analysis for GPWA Refundi	20-21-00-6373	\$1,500.00
2031476	MYERS ENGINEERING CORPOR	Data Collection and Mapping for Rural Water	20-21-00-6373	\$3,500.00
Total				\$5,846.09
Total PUBLIC WORKS GENERAL				\$5,846.09
183792	ALTIVIA(20798)	Chlorine Gas	20-23-00-6104	\$850.00
382	MID AMERICA HYDRO TECH (211	Water Treatment Chemicals	20-23-00-6104	\$6,619.68
89854	SOUTHWEST CHEMICAL (20977)	Sodium Chlorite (25% Solution)	20-23-00-6104	\$3,087.50
89855	SOUTHWEST CHEMICAL (20977)	50 lb. Bag of Sodium Fluorislicate	20-23-00-6104	\$435.00
SU12656	ACCURATE ENVIRONMENTAL,LL	Lab Supplies for Water Treatment Plant	20-23-00-6109	\$371.17
0108018	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$125.00
9328966172	GRAINGER, INC.(220)	500VA UPS System	20-23-00-6317	\$145.58
0218-409041	O'REILLY AUTO PARTS (952)	1/4 Inch Poly Tubing	20-23-00-6317	\$28.00
Total				\$11,661.93
Total WATER PLANT				\$11,661.93
000141	GHM ENTERPRISES (1097)	Laundry	20-24-00-6016	\$7.20
000144	GHM ENTERPRISES (1097)	Laundry	20-24-00-6016	\$6.00
000152	GHM ENTERPRISES (1097)	Laundry	20-24-00-6016	\$4.80
0H12019	ACCURATE ENVIRONMENTAL,LL	Testing for the Month of September 2010	20-24-00-6109	\$240.00
0H17004	ACCURATE ENVIRONMENTAL,LL	Testing for the Month of September 2010	20-24-00-6109	\$60.00

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
0H19012	ACCURATE ENVIRONMENTAL,LL	Testing for the Month of September 2010	20-24-00-6109	\$300.00
0H24007	ACCURATE ENVIRONMENTAL,LL	Testing for the Month of September 2010	20-24-00-6109	\$90.00
0H26003	ACCURATE ENVIRONMENTAL,LL	Testing for the Month of September 2010	20-24-00-6109	\$200.00
0H31004	ACCURATE ENVIRONMENTAL,LL	Testing for the Month of September 2010	20-24-00-6109	\$60.00
0I02015	ACCURATE ENVIRONMENTAL,LL	Testing for the Month of September 2010	20-24-00-6109	\$300.00
2396	S & D ELECTRIC MOTOR SHOP (	Repair of a 10 HP Yeoman Pump fo r#4 Lift S	20-24-00-6312	\$2,684.00
2436	S & D ELECTRIC MOTOR SHOP (	Repair 25HP Pump from Lift Station #6	20-24-00-6312	\$3,872.78
2351234	OKLA HOME CENTERS, INC. (20	Estimate to replace Level 2 Sump Pump	20-24-00-6317	\$63.99
2397	S & D ELECTRIC MOTOR SHOP (	Repair 5 HP Motor for Lift Pump #1 and Repa	20-24-00-6317	\$398.86
2398	S & D ELECTRIC MOTOR SHOP (	Repair 5 HP Motor for Lift Pump #1 and Repa	20-24-00-6317	\$250.00
2403	S & D ELECTRIC MOTOR SHOP (	Repair Shaft on #3 Lift Pump	20-24-00-6317	\$2,238.18
		Total		\$10,775.81
		Total WASTE WATER TREATMENT PLANT		\$10,775.81
10232	LOGAN COUNTY ASPHALT(1543)	Rock for Roads	20-26-00-6112	\$1,968.70
		Total		\$1,968.70
		Total CONVENIENCE CENTER		\$1,968.70
2720	UNIQUE DESIGNS (21785)	Long Sleeved T-Shirts for Line Maintenance	20-27-00-6016	\$236.00
2031464	WALMART COMMUNITY BRC(207	Utility Dickie Jeans	20-27-00-6016	\$178.88
2031464	WALMART COMMUNITY BRC(207	Utility Dickie Jeans	20-27-00-6016	\$253.86
2031464	WALMART COMMUNITY BRC(207	Utility Dickie Jeans	20-27-00-6016	\$63.00
125749	STILLWATER MILLING(1386)	25 Pound Bag of Spike for Killing Tree Roots	20-27-00-6104	\$245.00
0295089-IN	OKLA CONTRACTORS(240)	Line Maintenance Parts and Supplies	20-27-00-6119	\$2,597.00
23500827	OKLA HOME CENTERS, INC. (20	For PVC Fittings - Concrete - Etc.	20-27-00-6119	\$165.64
9/17/2010	BALSIGER TIRE (907)	Tire Repair and Replacement	20-27-00-6317	\$322.00
167461	NAPA (30)	Parts for Vehicle Maintenance	20-27-00-6317	\$106.72
167609	NAPA (30)	Parts for Vehicle Maintenance	20-27-00-6317	\$8.57
123 WEST SPRI	A & T CONSTRUCTION (21691)	Need Point Repair on Sewer Main at 123 We	20-27-00-6392	\$625.00
091410	PRIMARY STRUCTURE(20526)	Grade Rings and Manhole Rings and Lids	20-27-00-6392	\$1,440.00
091510	PRIMARY STRUCTURE(20526)	Parts to Repair Manholes	20-27-00-6392	\$644.00
191410A	PRIMARY STRUCTURE(20526)	Parts to Repair Manholes	20-27-00-6392	\$850.00
		Total		\$7,735.67
		Total LINE MAINTENANCE		\$7,735.67
0295090-IN	OKLA CONTRACTORS(240)	Contractors Supplies and Stock Line Mainten	20-28-00-6129	\$2,556.00
		Total		\$2,556.00
		Total METER DEPARTMENT		\$2,556.00
		Total GPWA OPERATING FUND		\$41,311.32
2031464	WALMART COMMUNITY BRC(207	Crafts and Supplies	30-30-06-6541	\$13.85
2031464	WALMART COMMUNITY BRC(207	Coffee Supplies and Swifter Duster	30-30-06-6541	\$59.18
2031464	WALMART COMMUNITY BRC(207	Crafts and Supplies	30-30-06-6541	\$18.73
		Total LIBRARY		\$91.76
		Total GRANTS		\$91.76
		Total GRANTS FUND		\$91.76
2275	METCO(21272)	Construction Testing - New Water Treatment	50-50-00-6373	\$3,848.80
		Total		\$3,848.80

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

Invoice #	Vendor	Description	Account	Cost
Total WATER TREATMENT PLANT IMPROVEMENT				\$3,848.80
Total WATER TREATMENT PLANT FUND				\$3,848.80
cnin080455bmi	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	\$308.00
Total ADMINISTRATION				\$308.00
73763151	DELL FINANCIAL (21623)	Lease Payment Administrative Services and	54-54-04-6706	\$77.99
73771688	DELL FINANCIAL (21623)	Lease Payment on Finance Desktops Octobe	54-54-04-6706	\$471.76
1949601	SUSQUEHANNA COMM. FINANC	Lease BroadcastPix October 2010	54-54-04-6706	\$523.38
Total INFORMATION SERVICES				\$1,073.13
466939423P	DELL, INCORPORATED (20591)	Dell Desktop Replacement for Dispatch	54-54-07-6514	\$1,275.01
19006	ED HUMES LOCKSMITH (21141)	Key Pad for Records, ATT Access to Service	54-54-07-6514	\$985.00
2031461	RESCUE TECH 22635	DVR Recorder for Camera System and Labor	54-54-07-6514	\$1,119.99
10-368	XAMOL TECHNOLOGY SOLUTIO	Repairs to Dispatch Computer and Hard Driv	54-54-07-6514	\$721.75
Total POLICE DEPARTMENT				\$4,101.75
Total FACILITIES				\$5,482.88
Total CAPITAL PROJECTS				\$5,482.88
2010421	MYERS ENGINEERING CORPOR	Partial Payment of Engineering Services CM	55-55-00-6373	\$10,050.00
Total				\$10,050.00
Total INFRASTRUCTURE				\$10,050.00
Total CMOM Fee				\$10,050.00
01-010415-005 R	MISCELLANEOUS		71-00-00-5555	\$35.65
06-060310-003 R	MISCELLANEOUS		71-00-00-5555	\$1.67
11-112215-002 R	MISCELLANEOUS		71-00-00-5555	\$62.34
13-130685-019 R	MISCELLANEOUS		71-00-00-5555	\$1.23
14-143704-007 R	MISCELLANEOUS		71-00-00-5555	\$21.03
15-152750-009 R	MISCELLANEOUS		71-00-00-5555	\$20.79
15-152860-008 R	MISCELLANEOUS		71-00-00-5555	\$69.42
Total				\$212.13
Total				\$212.13
Total UTILITY DEPOSIT FUND				\$212.13
PR3223-1	AETNA - MIDDLETOWN 22051		98-00-00-2032	\$3.13
PR3223-1	PRINCIPAL FINANCIAL GROUP		98-00-00-2032	\$163.90
PR3223-1	AETNA MEDICAL/ DENTAL 2205		98-00-00-2033	\$10.59
Total				\$177.62
Total				\$177.62
298431125	TERMINEX 22413	Pest Control	98-98-00-6112	\$50.00
2031475	AT&T LONG DISTANCE(21268)	Long Distance Service for Aug. 2010	98-98-00-6301	\$0.07
87385	RON'S MOBILE TIRE 506	Repair Flat Tire on John Deere Tractor	98-98-00-6316	\$10.00
Total				\$60.07
09071200-12	GARVER ENGINEERING 22519	Taxiway Delta Engineering Services - Additio	98-98-95-6373	\$6,215.77
Total TAXI LANE EXTENSION-NORTH OF DELTA				\$6,215.77
Total AIRPORT FUND				\$6,275.84

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

Invoice #	Vendor	Description	Account	Cost
		Total AIRPORT FUND		\$6,453.46
		Total All Funds		\$122,467.71

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MINUTES

CITY COUNCIL MEETING

Council Workshop

September 21, 2010

The special meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Friday, September 17, 2010 before 5:00 p.m. and held September 21, 2010 in the Guthrie City Hall Third Floor Conference Room.

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

Members Present:	Chuck Burtcher Patty Hazlewood	Mary Coffin	Ellen Gomes
Members Absent:	Trey Ayers	John Wood	Gaylord Z. Thomas
Staff Present:	Matt Mueller Lance Crenshaw Jim Hanke	Randel Shadid Maxine Pruitt Lee Ivie	Wanda Calvert Rene Spineto Damon Devereaux

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

Councilmember Wood present at 6:05 p.m.

Questions and discussion regarding agenda items. Councilmember Coffin informed she will be removing the Agreement between the City of Guthrie and Logan County Economic Development Council for a separate vote because there is a conflict of interest.

Discussion of 21st Street and 18th Street. Staff informed the citizens living on 18th Street are requesting the City of Guthrie accept 18th Street for maintenance. It was the consensus of the City Councilmembers for staff to research the cost of maintenance and present to the Street Committee for recommendation.

Presentation of Sign Ordinance. Community Development and Planning Director Rene Spineto gave a synopsis of the key issues regarding the proposed Sign Ordinance.

Update on Lease of Westside Fire Station. A draft agreement was prepared and reviewed by the party requesting the use of the Westside Fire Station. The requesting party has indicated they do not want to lease the Westside Fire Station. It was the consensus of the City Councilmembers to proceed with selling the Westside Fire Station.

Request for future items of discussion.

- a. Sign Ordinance

Adjournment. There being no further business, Mayor Burtcher declared the meeting adjourned at 6:55 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

MINUTES

CITY COUNCIL MEETING

September 21, 2010

The regular meeting of the sixtieth City Council of Guthrie, Oklahoma was posted on Friday, September 17, 2010 before 5:00 p.m. and held September 21, 2010 in the Guthrie City Hall Council Chambers.

Mayor Chuck Burtcher called the meeting to order at 7:12 p.m.

Members Present:	Chuck Burtcher	Mary Coffin	Patty Hazlewood
	Ellen Gomes	John Wood	

Members Absent:	Trey Ayers	Gaylord Z. Thomas
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Staff Present:	Matt Mueller	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Rene Spineto	Maxine Pruitt
	Jim Ahlgren	Damon Devereaux	Lee Ivie

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

Consent Agenda: Consent Agenda G, Agreement between the City of Guthrie and Logan County Economic Development Council, was removed for further discussion. Motion by Councilmember Wood, seconded by Councilmember Hazelwood, moved approval of the Consent Agenda as follows:

- A. Consider approval of the minutes from the Special City Council Workshop Meeting held on September 7, 2010.
- B. Consider approval of the minutes from the Regular City Council Meeting held on September 7, 2010.

C. Consider approval of Claims:

General Fund:	\$ 94,092.02
Grants Fund:	\$ 24,451.34
Capital Projects Fund:	\$ 11,490.18
Airport Fund:	\$ 557.25
GIDA Fund:	\$ <u>4,849.37</u>

TOTAL CLAIMS: \$135,440.16

- D. Consider approval of the Treasurer Reports.

- E. Consider approval of Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting Services for FY 2011.
- F. Consider approval of Civil Defense Siren Maintenance Agreement between the City of Guthrie and Goddard Enterprises.
- H. Consider approval of the agreement between the City of Guthrie and Logan Community Services, Inc. for temporary shelter care of juveniles.
- I. Consider approval of the agreement between the City of Guthrie and Retail Attractions for Retail Economic Development Services.
- J. Consider approval of the Airport Property Lease between Ron Jewell and the City of Guthrie for 2,500 square feet of property at a rate of \$.17 per square foot annually with the consumer price index (CPI) rate adjustment every five years. The term of the lease is twenty years with an option for a five year extension at the end of the lease.

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

Aye: Burtcher, Gomes, Coffin, Wood, Hazlewood
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Councilmember Coffin temporarily left the Council Chambers.

Consent Agenda G. Motion by Councilmember Wood, seconded by Councilmember Gomes, moved approval of the agreement between the City of Guthrie and Logan County Economic Development Council for economic recruitment and broad based development. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Wood, Hazlewood
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Councilmember Coffin returned to the Council Chambers.

Consider approval of Ordinance No. 3214 amending Chapter 4, Article Thirteen of the City of Guthrie Code of Ordinances, entitle Flood Hazard Prevention, providing for severability and repealer, and declaring an emergency. The Federal Emergency Management Agency (FEMA) recently updated the Guthrie Floodplain Maps. The language of our old Floodplain Ordinance does not meet current specific FEMA requirements. The Oklahoma Water Resources Board (OWRB) recommends the City of Guthrie adopt a revised Flood Damage Prevention Ordinance in keeping with FEMA standards, along with adopting

the new floodplain maps. The critical points of the Flood Damage Prevention Ordinance include:

1. Requires the Flood Plain Administrator (Jim Hanke) to be accredited each year.
2. Requires all buildings to be constructed at least one foot above the Base Flood Elevation (BFE). (The BFE is established by FEMA in all flood prone areas and is identified on the floodplain maps.)
3. Requires the developer to provide the Base Flood Elevation on a FEMA Elevation Certificate.
4. Adds definitions.
5. Makes the entire ordinance easier to read and understand.
6. Establishes fees.
7. Adopts new floodplain maps. (The last version was done in 1989.).

Motion by Councilmember Coffin, seconded by Councilmember Wood, moved approval of Ordinance No. 3214 amending Chapter 4, Article 13, of the City of Guthrie Code of Ordinances, entitled Flood Hazard Prevention, providing for severability and repealer. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Hazlewood

Nay: None

Mayor Burtcher declared the motion carried unanimously.

Declaring an Emergency. Motion by Councilmember Coffin, seconded by Councilmember Wood, moved approval that an emergency is hereby declared to exist on Ordinance No. 3214, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval. This ordinance shall supersede any previous floodplain management ordinance applicable to the City of Guthrie. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Hazlewood

Nay: None

Mayor Burtcher declared the motion carried unanimously and Ordinance No. 3214 is effective immediately.

City Manager's Report. (1) updated on the activities for the Citizens Government Academy; (2) the City of Guthrie has expanded its social networking through Face Book and twitter; and (3) reminded the Public Information Forum is this Thursday at 9:30 a.m.

Requests/comments from members of the City Council. Councilmember Hazlewood expressed a "Thank You" to the Mayor, City Council, City Manager and the citizens for being patient on the removal of the \$7.50 Water Treatment Plant Fee from non-users and informed Neighborhood Solutions will be meeting at Mitchell Park on Monday, September 27, 2010.

Councilmember Coffin informed she will continue to pay the \$7.50 Water Treatment Plant Fee and informed the City Council and the community of the events happening in Guthrie.

Councilmember Wood expressed a “Thank You” to the City Manager and to the citizens participating in the Citizens Government Academy and commended the Guthrie High School Cross Country Team.

Mayor Burtcher informed he will continue to pay the \$7.50 Water Treatment Plant Fee and commended the Guthrie High School Football Team and reminded the community of the Bluegrass Festival to be held October 1 – 3, 2010.

Executive Session. Motion by Councilmember Coffin, seconded by Councilmember Gomes, moved approval to convene into Executive Session pursuant to the authority of Title 25, O.S. 2001:

- A. Section 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining, resignation or termination of Council-appointed employee (City Attorney).
- B. Section 307(B)(2) for the purpose of discussing negotiations concerning employees and representative of the International Association of Fire Fighters (IAFF), Local 2145.
- C. Section 307(B)(2) for the purpose of discussing negotiations concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105.

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

Aye: Burtcher, Gomes, Coffin, Wood, Hazlewood
Nay: None

Mayor Burtcher declared the motion carried unanimously at 7:33 p.m. Attending Executive Sessions were – Mayor Burtcher, Councilmembers Gomes, Coffin, Wood, and Hazlewood.

Reconvened. Mayor Burtcher reconvened the Guthrie City Council Meeting at 7:46 p.m. and stated no action was taken in Executive Session.

Consideration of action regarding the employment, hiring, appointment, promotion, demotion, disciplining, resignation or termination of Council-appointed employee (City Attorney). Motion by Councilmember Coffin, seconded by Councilmember Wood, moved approval of the Employment Agreement for FY 2011 with Randel Shadid. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood
Nay: Hazlewood

Mayor Burtcher declared the motion carried with four (4) yes and one (1) no votes.

Consideration of action regarding negotiations concerning employees and representatives of the International Association of Fire Fighters (IAFF), Local 2145.

Motion by Councilmember Coffin, seconded by Councilmember Wood, moved approval of the Contract with the International Association of Fire Fighters (IAFF), Local 2145 as presented tonight. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Hazlewood
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Consideration of action regarding negotiations concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105. Motion by Councilmember Coffin, seconded by Councilmember Wood, moved approval of the Contract with the Fraternal Order of Police (FOP), Lodge No. 105 as presented tonight. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Hazlewood
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Adjournment. Motion by Councilmember Coffin, seconded by Councilmember Wood, moved approval to adjourn. Councilmember entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Hazlewood
Nay: None

Mayor Burtcher declared the motion carried unanimously at 7:48 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

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CITY OF GUTHRIE

CLAIMS

October 5, 2010

I hereby certify the purchase orders listed have been issued and encumbered against the available balance of the authorized appropriated accounts and that the department head and/or officer in charge of those accounts has certified that the procurements were necessary to the proper conduct of activities; that the merchandise and/or services have been satisfactorily received or utilized; and that the purchase orders are now a true and just debt of the city of Guthrie. These purchase orders are therefore presented to you to be presented to the governing body for consideration as claims for payment.

A handwritten signature in black ink, appearing to read "Kevin Dixon Jr.", written over a horizontal line.

Kevin Dixon Jr.
Senior Buyer
Administrative Services

Monthly Claims Approved As Per Ordinance #2973
By City Manager

City Manager

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Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting October 5, 2010	Contact Rene Spineto, Planning Director and Maxine Pruitt, Municipal Services Director
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Agenda Item

Consider accepting the Oklahoma Department of Transportation (ODOT) Tree Grant awarded to the City of Guthrie for the enhancement of the median on Highway 33 between Interstate 35 and Pine Street in the amount of \$7,400.

Summary

The City Council approved the application for the above mentioned grant on July 6, 2010, through the Oklahoma Department of Transportation (ODOT) Tree Grant Program.

The City requested funds to plant trees in the median on Highway 33 between Interstate 35 and Pine Street. The trees requested were to meet ODOT requirements and must not interfere with existing utility lines nor can the plantings impair the visibility of drivers. Our proposal was reviewed by the judges and the grant was awarded to the City with the stipulation that we use only a variety of crepe myrtle trees.

The grant is a 75/25 match. The City asked for approximated \$5,400, but was awarded \$7,400. The 25% match (\$1,850) can be in-kind services accountable in a three-year period. So, there is no actual cash.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Account Number	_____	Amount	<u>\$7,400</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached

Grant Documents

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, and FORESTRY
- FORESTRY SERVICES
&
OKLAHOMA DEPARTMENT OF TRANSPORTATION

2010 Highway Tree Program

GRANT AWARD Number SAFETEALU-10-06

The Oklahoma Department of Agriculture, Food, and Forestry - Forestry Services (ODAFF – Forestry Services), an agency of the State of Oklahoma, by its agents, hereinafter referred to as the "Grantor", awards the City of Guthrie, herein after referred to as the "Grantee", the sum of \$7,400.00 under the following terms and conditions.

THE GRANTEE AGREES TO:

1. **COMPLETE THE PROJECT ON TIME.**
The Grantee shall fulfill the planting project in accordance with the grant application, and its accepted written revisions, on file with the Grantor. The grant period shall be from the Date of Purchase Order through One Year. **Trees and shrubs should be planted prior to April 15, 2011. Within One Year after Date of Award** all federal funds must be spent. Tree and shrub maintenance under this grant shall continue through **June 30, 2014**.
2. **SCHEDULE A SITE REVIEW.**
Prior to planting by the Grantee the site must be reviewed by the Grantor. All stock must be planted according to a site plan approved by the Grantor. The Grantee should allow time for the site review and any necessary project revisions in its scheduling plan.
3. **BIDS AND CONTRACTS.**
All projects must be put out to bid according to item #14 - **FOLLOW THESE FEDERAL AND STATE REGULATIONS**. The Grantee shall subcontract with businesses providing or planting trees and shrubs for this project. More than one contract may be awarded for the purchase and planting of trees and shrubs. A sample contract will be provided to the Grantee by the Grantor. Any contract used must include the Planting Specifications (Parts 1, 2, and 3); pages 3-6 and a six month guarantee of the plant material as **minimum requirements**. Contracts awarded should be reflective of the "Fair Market Value" of the goods and services. A list of all bidders and a copy of the awarded bid must be provided by the Grantee to the Grantor before planting is inspected and reimbursement issued. Grantor reserves the right to adjust reimbursements to reflect "Fair Market Value".
4. **CLAIM FEDERAL FUNDS.**
The Grantee may **only claim federal funds for trees, shrubs and related items that the Grantor approves**. The Claim Form must be accompanied by an invoice that is signed and dated and includes an itemized description of the approved trees and shrubs listing the quantity, size, and cost of each tree by species.

The Grantee must submit an itemized invoice and (1) paid receipt or (2) copy of front and back of canceled check within 30 days after payment is made to a business.
5. **SELECT QUALITY TREES AND SHRUBS.**
The Grantee is responsible for knowing and following the tree and shrub quality standards in the Planting Specifications (Parts 1 and 2); pages 3-5. Trees and shrubs that do not meet the standards may not be planted as part of this grant project. The Grantee must **provide a representative to inspect the trees and shrubs before delivery**. The representative shall reject trees and shrubs that do not meet the **minimum standards of this grant award**.

6. PLANT TREES AND SHRUBS PROPERLY.

The Grantee must inspect the project during planting to assure that the planting procedure follows the standards in the Planting Specifications (Part 3); pages 5-6 as follows.

7. SCHEDULE AN INSPECTION.

The Grantor must inspect and approve the trees and shrubs before payment is made by the Grantee to their contractor or business. The Grantee will be held accountable for the performance of all contractors or businesses. An itemized invoice and site map showing correct locations and species of trees and shrubs to be inspected must be submitted prior to inspection.

8. PAY THE BUSINESS / CONTRACTOR.

After inspection and approval of the planted trees and shrubs by the Grantor, the Grantee shall make payment to the contractor or business.

9. MAINTAIN THE TREES AND SHRUBS.

Maintenance must be performed according to the Tree and Shrub Maintenance Agreement and Landscape Agreement signed by the Grantee. Grant related maintenance must be continued through July 30, 2013.

10. INSURE SURVIVAL.

At least 80% of the trees and shrubs must be living and vigorous at the end of the grant period. The Grantee shall replace dead or unhealthy trees and shrubs to insure a minimum 80% survival rate for the project. Trees and shrubs will be inspected by the Grantor periodically throughout the project period and at the end of the grant period.

Living and vigorous (trees) means that at least 90% of each tree crown will be densely supplied with healthy leaves of normal size, shape, texture and deep color for the species. Trees will be properly pruned and watered. Each tree will be growing in a mulched, weed free area of six feet in diameter or greater. Trunks and branches will be free of wounds.

Living and vigorous (shrubs) means that at least 90% of each shrub will be densely supplied with healthy leaves of normal size, shape, texture and deep color for the species. Shrubs will be properly pruned and watered. Each shrub will be growing in a mulched, weed free area. Stems and branches will be free of wounds.

11. SEND PROGRESS REPORTS.

The Grantee must submit a Progress Report describing activities and maintenance of the project at the end of each quarter until the non-federal match has been met. After the match has been met, reports must be submitted semiannually through July 30, 2014.

12. SEND FINANCIAL REPORTS.

The Grantee must submit a Local Match Summary with the Progress Reports until the full match has been met. These reports will document eligible non-federal expenses.

13. KEEP RECORDS.

Failure to submit reports promptly may make the Grantee ineligible for future awards in the grant program.

The Grantee shall make any books, records, documents, accounting procedures, audits, practices or any other items relevant to this agreement, regardless of type whether in written form, computer data, or in any other form, available for examination by the Grantor, the State Auditor and Inspector, or a federal auditor. Records will be maintained for a minimum of three (3) years following the end of the project period. If an audit, litigation, or other action involving records is commenced before the end of the three (3) year retention period, the records shall be maintained for three (3) years from the date that all issues arising out of the action are resolved.

14. FOLLOW THESE FEDERAL AND STATE REGULATIONS.

A. The Grantee must comply with cost principles and regulations pertaining to Federal grants as described in 49 CFR 18, which is incorporated by reference. Pertinent regulations contained in the following OMB Circulars must also be followed: A-21, A-87, A-128, A-122, A-133.

B. The Grantee must certify that it is not debarred from this grant program by submitting a completed Certification Regarding Debarment, and may not conduct business with individuals or organizations debarred from federal grant projects.

C. The Grantee must comply with the General Certifications Required of All Recipients of Federal Funds.

D. The Grantee must comply with the Competitive Bidding Act of 1974, as revised, 61 O.S. § 101 et seq.

15. ACCEPT RESPONSIBILITY FOR PERFORMANCE.

The Grantee shall insure that at least 80% of the planted trees & shrubs remain living and vigorous through the end of the grant period. The Grantee shall be held accountable for the performance of all subcontractors. If the project fails for any reason, reimbursement of the federal grant award may be required.

The Grantee shall return to the Grantor any funds advanced under this agreement upon the written demand of the Grantor when it has been determined that there has been a breach of this grant award, any of the contract terms, or recipient or any subcontractor's performance under this grant is unsatisfactory by reason of failure to provide services or products adequate to meet the conditions of this grant.

THE GRANTOR AGREES TO:

1. Upon receipt of proper documentation, make payment to the Grantee up to the approved grant amount, in accordance with this agreement.
2. Provide information and guidance to help the Grantee achieve a successful project. Periodically review progress to assure the project meets federal and state guidelines. Assist Grantee to insure continued tree and shrub maintenance is satisfactory.
3. Provide to the Grantee a Tree & Shrub Maintenance Agreement, Bid Specifications for the Purchase and Planting of Trees and Shrubs, and a Sample Contract for the Purchase and Planting of Trees and Shrubs.

EMERGENCY CLAUSE AND CANCELLATION CLAUSE:

This contract may be revised or appended upon written agreement of both parties. This contract will be considered to be in full force until the expiration date. Either party may cancel the contract with 30-days written notice. This contract may be renewed up to an additional 12 months at the same terms and conditions upon approval of the grantor.

During the effective term of this contract, should funding be reduced or limited, the Department may limit or reduce the monies available pursuant to this agreement via issuance of a change order. All statutes, circulars, etc., in this agreement are incorporated by reference.

Planting Specifications

Part 1. General

Certification of Stock Source

All trees and shrubs shall be container grown, balled and burlapped, grow bag or tree spade stock obtained from a recognized nursery using good horticultural practices. Trees and shrubs will be healthy, vigorous stock grown under climatic conditions similar to conditions in the locality of the project and free of disease, insects, eggs, larvae injury, freeze damage, sunscald, and defects such as abrasions or disfigurement. Trees and shrubs will have appropriate rootball size in relation to stem caliper. Trees and shrubs shall comply with the recommendations and requirements of ANSI Z60.1-2004 "American Standard for Nursery Stock." All trees must be uniform in size and shape. The Grantee or ODAFF-Forestry Services reserves the right to inspect all trees and shrubs at the place of growth or point of purchase for compliance with requirements for name, size, and quality. Upon delivery to the planting site, the Grantee reserves the right to reject any plant material that does not meet the above standards, or plants that have been damaged during shipment.

Product Delivery, Storage and Handling

All trees and shrubs are to be delivered from the growing site to the planting site with special care as to prevent the rootball from excess drying and limit wind damage of the foliage; tarps or covered vehicles are recommended. Always pick up the tree by the container or rootball, not by the trunk. If planting is delayed more than six (6) hours after delivery, the rootballs shall be covered with moist soil, mulch or other protection from the drying wind and sun. Do not remove container grown stock from containers until planting time. All trees and shrubs shall be watered as necessary until planted.

Maintenance Instructions

The Grantee shall maintain all trees and shrubs in a first class condition until final acceptance of the total project is granted and a final inspection is made.

Coordination with Existing Trees/Lawns

Care shall be taken to protect existing trees and plant materials from all mechanical damage and unnecessary soil compaction. Protect lawn areas and promptly repair damage to lawns resulting from planting operations.

Part 2. Products

Tree and Shrub Quality

The Grantee will provide trees that comply with the following standards:

Trunks and Branches (Trees)

- ❖ Co-dominant stems are not acceptable.
- ❖ Single, straight trunk, well formed and sturdy. Multi-trunked specimens are acceptable only if specified.
- ❖ Lateral branching plentiful and uniformly distributed with the crown beginning no lower than four (4) feet above the ground on a 1 1/2 inch caliper deciduous tree. At least half the trunk should have lateral branches. Variations due to site requirements may be allowed but must be submitted in writing and authorized by Grantor prior to planting.
- ❖ Crotches shall not have included bark.
- ❖ Sprouts cleanly removed.
- ❖ Pruning scars clean cut leaving little or no protrusion from the trunk or branch.
- ❖ Trees shall be free of cold injury and sunscald.
- ❖ Caliper of trunk shall be taken six (6) inches above the ground up to and including four (4) inch caliper size, and twelve (12) inches above the ground for larger sizes.
- ❖ No wounding to the tree trunk or branches.

Trunks and Branches (Shrubs)

- ❖ Sprouts cleanly removed.
- ❖ Pruning scars clean cut.
- ❖ Shrubs shall be free of cold injury and sunscald.

Foliage (Trees and Shrubs)

- ❖ Trees and shrubs densely supplied with healthy, vigorous leaves of normal size, shape, texture and deep color appropriate to the species.
- ❖ No chlorosis present.
- ❖ Pest or mechanical injury not to affect more than 5% of total foliage.

Root System (Trees and Shrubs)

- ❖ Shall be sturdily established in container.
- ❖ Shall not be excessively root bound.
- ❖ Shall have no kinked or circling roots.
- ❖ Shall have no large roots growing out of container.
- ❖ Rooting medium shall be weed free.
- ❖ If balled and burlapped, the rootball will not be cracked or broken.
- ❖ The size of the rootball shall be in proportion to the stem caliper as outlined in ANSI Z60.1-2004.

Mulch

Mulch shall be of shredded bark and twigs, pine straw, bark chips, wood chips or other pre-approved organic material.

Stakes

If stakes are provided they shall be made of sound new hardwood or untreated softwood, 2" X 2", free of knotholes and other defects. Metal fencing posts are acceptable for larger stock.

Part 3. Implementation

Planting Procedure

1) Dig a large planting hole.

The planting hole should be dug as deep as the rootball, but no deeper. The hole should be **two to three times as wide** as the diameter of the top of the rootball.

- ❖ Shrub beds - If planting shrubs in beds, thoroughly loosen and till the soil to a depth of 8 inches to 10 inches. Thick existing turf should be removed prior to tilling. The entire bed should be mulched to a depth of 4 inches to 6 inches.

2) Prune sparingly.

Examine the tree closely for injury to roots or branches. If any roots are crushed, cut them at a point just in front of the break. On the top, prune only broken branches, making sure to leave the branch collar (swollen area where one branch meets another) intact.

3) Prepare the hole and soil.

While some newly transplanted trees and shrubs may benefit from an application of plant food, it is best not to use fertilizer until the tree or shrub is well-established. **Native soil placed in the hole is usually adequate.** Never apply high nitrogen fertilizer at planting time. It may burn tender roots.

4) Place the tree or shrub at the proper height.

To avoid damage when setting the tree in the hole, always lift the tree by the rootball. Never lift or carry the tree by the trunk. Add a sufficient amount of soil to the planting hole to bring the tree or shrub to its **original growing level.** This level is indicated by a dark stain on the trunk which marks the difference between root and trunk bark (root collar). Keep in mind that on balled and burlapped trees or shrubs, the point at which the burlap is tied can be much higher than the original soil line. In heavy, clay soils, the rootball may be planted slightly higher than the surrounding ground level, but soil must be added to slope from the top of the rootball to the ground level. **Not more than 1/4 of the rootball may be above ground level.**

5) Fill the hole firmly but gently.

If the tree is balled and burlapped, cut the string and remove all burlap on the top of the rootball. **A minimum of 1/2 of the burlap must be removed from the sides of the rootball.** No burlap may be exposed to direct air contact. Completely remove all containers, peat pots, and root control bags. **A minimum of 1/2 of the wire basket must be removed from the rootball after the tree is set in the hole.**

Fill the hole by gently firming the earth around the tree to hold it in place and to eliminate air pockets. Settle the soil around the roots with water and add soil to the hole until the tree is firmly positioned. Do not excessively tamp around the tree base. This compacts the soil and may inhibit the spread of roots. Rake a ridge of soil around the margin of the hole (outside the root area) to create a reservoir when watering.

6) Stake the tree only if necessary.

Staking a tree can cause bark damage, so **it should be avoided** where possible. **On windy sites evergreens or large trees require staking for the first growing season.**

Nylon webbing or strapping must be used if the staking material comes in contact with the main trunk. Wire threaded through garden hose is acceptable if it is formed into a circle large enough to **avoid all contact with the tree bark.** The circle of hose may be centered around the trunk and then wired to stakes which are placed outside the perimeter of the tree well. The circle of hose should be suspended just below the bottom branch.

Remove the staking material as soon as the tree has firmly rooted itself in the soil. As a rule, the stakes should not be left in place for more than a year.

7) Mulch the tree.

Establish a **4 inch layer of acceptable mulch in a 6 foot diameter circle** around the newly planted tree. This will conserve soil moisture and protect the tree roots from hot and cold temperatures. Pull mulch away from the tree trunk to provide aeration. Mulch may be shredded bark and twigs, pine straw, bark chips, wood chips or other pre-approved organic material.

8) Water the tree.

Saturate the fresh backfill around the tree with water in an amount that will insure the entire rootball becomes wet.

General Certifications Required of All Recipients of Federal Funds

Legal Authority to Enter into the Agreement. The recipient organization possesses legal authority to enter into the agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of its governing body, authorizing the acceptance of the agreement including all understandings and assurances contained therein and directing and authorizing the person identified as the official representative of the recipient organization to act in connection with the agreement and to provide such additional information as may be required.

Conflicts of Interest. The recipient organization shall prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family business or other ties.

Lobbying Provisions. The recipient organization shall ensure that Federal funds are properly spent. In particular, except nonprofit organizations which are subject to the lobbying provisions of paragraph B.21 of the OMB Circular A-122, it will assure that funds are not used for partisan or political activity purposes.

Member of Congress. No member of, or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Civil Rights Act. The recipient organization shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

Sex Discrimination. The recipient organization shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, and following which prohibits discrimination on the basis of sex in Federally assisted education programs.

Handicap Discrimination. The recipient organization shall comply with section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. 794. Section 504 provides that no otherwise qualified handicapped individual shall solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Age Discrimination. The recipient organization shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101-6107, which prohibits unreasonable discrimination based on age, in programs or activities receiving Federal financial assistance to the extent limited by *Kimel v. Florida Board of Regents*, 120 SCT 631 (2000).

Drug-Free Workplace. The recipient organization shall make a good faith effort to maintain a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the recipient's workplace and specifying that actions will be taken against employees for violation of such prohibition.

Environmental Protection Agency's List of Violating Facilities. The recipient organization shall insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Grantor of the receipt of any communication from the Director of the EPA, Office of Federal Activities, indicating that a facility to be utilized in the project is under consideration for listing by the EPA.

National Environmental Policy Act. The recipient organization shall comply with Public Law 91-190, the National Environmental Policy Act of 1969. The recipient or other party and the Grantor agree to direct their program activities covered by this agreement toward managing and enhancing the environment for the widest range of beneficial uses without its degradation or risk to health or safety or other undesirable consequences. The recipient or other party further agrees to assist the Grantor in the preparation of environmental statements as required by section 012(2)(c) of Public Law 91-190 for all major Federal actions taken under this agreement which might significantly affect the quality of the human environment or be highly controversial in regard to unresolved conflicts concerning the use of resources.

Clean Air Act. The recipient organization shall comply with the Clean Air Act of 1970, 42 U.S.C. 7401 and following which requires Federally assisted activities to be in conformance with the State (Clean Air) Implementation Plan.

National Historic Preservation Act. The recipient organization shall assist the Grantor in its compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. 470, Executive Order 11593, and the Archeologist and Historic Preservation Act of 1974, 16 U.S.C. 469a-1, et. seq., by (i) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Part 800.8) by the activity, and notifying the Grantor of the existence of any such properties, and by (ii) complying with all requirements established by the awarding agency to avoid or mitigate adverse effects upon such properties.

GRANTEE ACCEPTANCE:

State of Oklahoma, County of _____.

The undersigned, of lawful age, being first duly sworn, on oath says that he/she is the duly authorized representative of the Grantee. Affiant further states that he/she has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, money or any other thing of value to obtain payment or the award of this grant.

Affiant further agrees to abide by the terms and conditions of this grant as described above.

X _____
Signature and Title Printed Name and Title

Federal Employer Identification (FEI) Number of Grantee _____

Subscribed and sworn to before me this ____ day of _____, 2010.

Notary Public, City Clerk or Judge Commission Expiration
Date: _____

GRANTOR ACCEPTANCE: Date _____

John Burwell, Director
Oklahoma Forestry Services

Terry Peach
Secretary of Agriculture

Disbursement Address: To insure timely disbursement, please provide the address to which all disbursements should be directed.

Vendor Name: _____

Business Address: _____
(PO Box or Street, City, State, 9-Digit Zip Required)

Vendor / Payee TIN / SSN #: _____

MAINTENANCE AGREEMENT

Oklahoma Department of Agriculture, Food, and Forestry - Forestry Services

MULCH

A four inch thick circle of mulch, at least six feet in diameter, shall be maintained over the root area of each tree and shrub. Mulch should be pulled away from direct contact with the trunk. The mulch may be bark, leaves, wood chips, pine straw, or other organic material. The mulch layer must be replenished as necessary. The mulched area shall be kept free of weeds and grass.

WATERING GUIDELINES

For the first year, water each tree every seven (7) to ten (10) days unless there has been rainfall of one (1) inch or more during that period. Each tree will require at least ten (10) to fifteen (15) gallons of water every time it is watered.*

The second year, water each tree every ten (10) to fourteen (14) days unless there has been rainfall of one (1) inch or more during that period. Each tree will require approximately twenty (20) gallons of water each time it is watered.*

The third year, water each tree every fourteen (14) to eighteen (18) days unless there has been rainfall of one (1) inch or more during that period. Each tree will require approximately twenty-five (25) gallons of water each time it is watered.*

Water slowly and deeply. Water during the entire growing season from the time the buds open until mid-September. During the months of July, August and September, the trees may need to be watered twice a week. Split the total number of gallons for that period between the two waterings.

Trees should continue to be watered throughout the winter months.

- ❖ Always examine the soil moisture beneath the mulch before watering. If the soil is damp four (4) inches below the surface, the soil is probably moist enough to skip that watering.

STAKING

Use the minimum staking necessary. All staking should be removed after the tree has been in the ground one year. Hose and wire staking must not contact the bark.

PRUNING

Trees shall be pruned to remove dead or broken branches. Pruning shall also remove double leaders, V-crotches and crossing or rubbing branches. All pruning cuts shall be made outside the branch collar. No tree shall be topped.

FERTILIZER

Fertilizers with weed killers and soil-active type herbicides shall not be used near trees or shrubs.

DAMAGE

Trees and shrubs shall be protected from wounding by lawnmowers, string-type weed trimmers, other equipment or vandalism.

PESTS

Trees and shrubs shall be inspected on a weekly schedule for insect and disease pests. Professionals will be consulted concerning pest control.

DURATION

The above standards shall be followed through **July 30, 2014**.

At least 80% of the trees and shrubs must be kept living and vigorous throughout the grant period. Living and vigorous means that at least 90% of each tree crown and shrub should be densely supplied with healthy leaves of normal size, shape, texture and deep green for the species.

Verdell Smith Person responsible for maintenance
Signature
Verdell Smith, Parks Supt. Printed name and title
P.O. Box 908 Address
GUTHRIE, OK 73044 City, state, zip
405-282-8400 Phone
CEU 405-408-4336

City of Guthrie Grantee organization

Signature of grantee's representative

Date



State of Oklahoma
 Department of Central Services
 Central Purchasing Division

Certification for Competitive
 Bid and/or Contract
 (Non-Collusion Certification)

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: SAFE TEALU-10-06
 Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- the competitive bid attached herewith and contract, if awarded to said supplier;
 OR
 the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

**Certification Regarding Debarment,
Suspension, Ineligibility, and Voluntary Exclusion
for Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the agency with which this transaction originated.

(Before completing this Certification, read the instructions on the reverse.)

- (1) The prospective lower tier participant certifies, by submission of this form, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Subgrantee Organization

Printed Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this form is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this form is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD – 1048 (2 / 89)



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	October 5, 2010	Lee Ivie 282-2312
<input type="checkbox"/> GPWA		
<input type="checkbox"/> Other: _____		

Agenda Item

Approval of the Early Project Development (EPD) Submittal to be sent to Oklahoma Aeronautics Commission (OAC) in conjunction with the design and construction phase of Airport Improvement Projects (AIP) for fiscal years 2011 & 2012. Also the approval of the contract between Garver Engineers and the City of Guthrie pertaining to the scope of services that they will perform, and the fees that they will assess to the airport sponsors for administrative costs, design fees, impact studies, testing and analysis, and the construction supervision affiliated with each project.

Summary:

The AIP Projects in consideration are:

1. Rebuild or replace existing PAPI systems for runways 16/34- project # 98-98-94-6367
2. Northwest Development Area Taxiway Extension-project # 98-98-94-6374
3. Taxiway C & D Edge Lighting-project # 98-98-94-6375
4. Taxiway C Rehabilitation-project # 98-98-94-6376

These projects are eligible for FAA grants that will be administered through the OAC, and funding for the above mentioned projects will be at a ratio of 95% to 5%. The 5% being the amount to be split between Guthrie and Edmond.

Funding Expected	<input checked="" type="checkbox"/> 95 % Revenue	<input type="checkbox"/> 5 % Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	Amount Total: \$1,487,695.00 (City's match is at 2.5%) [Included in the total are <u>Design and Administrative Fees for the Design</u> totaling \$154,000] (City's match is 2.5%) - FY 2011		
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>09/30/2010</u>
Mayor's Appt.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Supporting documents attached

- Independent Cost Analysis
- Contract between Garver Engineers and the City of Guthrie (to be distributed at meeting)

Recommendation

Staff recommends approval

Action Needed Public Hearing Motion Emergency Clause



Since 1937

09/24/10

City of Guthrie
Attn: Maxine Pruitt, Municipal Services Director
101 North 2nd Street, P.O. Box 908
Guthrie, OK 73044

Subject: Independent Review of Garver Engineering FY2011 EPD

Dear Ms. Pruitt,

In keeping with your request Myers Engineering, Consulting Engineers Inc, has reviewed the Engineering Contract submitted by Garver, L.L.C.

Our findings are as follows:

1. We find that the contract language is consistent with other similar types of contracts being issued by other national engineering companies for these types of services.
2. The City of Guthrie must realize that this contractor has no intention of waiting to be paid "sometime" in the future when funds become available.
3. The City is committed to reimburse this contractor from its General Fund.
4. The City also attests that they have the funds to reimburse this contractor from the General Fund.
5. Myers Engineering has no way of verifying the company's cost structure, however, the contractor's hourly rate schedule for the various disciplines seem to in line with the rest of the industry.
6. Total value of this proposed contract is \$154,000.00

EXCEPTIONS

7. The company is also invoking some unique caveats:
 - a. Page 2 of 7: **"Any unused portion of the fee, due to delays beyond the Engineer's control will be increased 6% annually with the first increased effective on or about June 01, 2012"**. The City should make a concerted attempt to negotiate this statement of increase down or removed from this contract.
8. Page 2 of 7: **"HOURLY BASIS- BASED ON A RATE SCHEDULE."** Typically when an hourly rate is submitted by a contractor it is a rate that has been computed to include all the indirect expenses associated with that task/job performance.
 - a. The City must take exceptions to Parts 1, 2, and 3.

13911 Quail Pointe Drive, Oklahoma City, OK 73134
405.755.5325 Fax 755.5373 www.mece.us.com

9. "As directed by the Owner... prior to the execution of this agreement." The Contractor should be instructed not to incur any expense on this project until the contract language is agreed upon and executed.
10. Additional Services (Extra Work) Exception should be taken "plus reimbursable expenses including but not limited to..... and travel."

If you should have any questions do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony J. Skeete', with a long horizontal flourish extending to the right.

Anthony J. Skeete
Vice-President of Operations

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Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting October 5, 2010	Contact Maxine Pruitt, Municipal Services Director
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Agenda Item

Consider approval to bid the Oklahoma Department of Transportation (ODOT) Tree Grant Project.

Summary

The Oklahoma Department of Transportation (ODOT) requires that the bid process be utilized for this grant project.

In the previous agenda item the City Council accepted the Tree Grant awarded to the City of Guthrie by the Oklahoma Department of Transportation (ODOT) for the enhancement of the median on Highway 33 between Interstate 35 and Pine Street with the planting of crepe myrtle trees as in the grant.

The grant is a 75/25 match. The City asked for approximated \$5,400, but was awarded \$7,400. The 25% match (\$1,850) can be in-kind services accountable in a three-year period. So, there is no actual cash.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Account Number	_____	Amount	<u>\$7,400 (\$1,850 In-kind services)</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached

None.

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

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Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: October 5, 2010
Contact: Rene Spineto

Agenda Item

Consider approval of Ordinance 3215 amending Chapter Four, Article Nine of the City of Guthrie Code of Ordinances, entitled Sign and Awning Ordinance, providing for severability and repealer, and declaring an emergency.

Summary

Signs constitute a separate and distinct use of the land upon which they are placed and affect the use of adjacent streets, sidewalks, and other public places and adjacent private places open to the public. The unregulated construction, placement and display of signs constitute a public nuisance to the residents of the city.

The purpose of this ordinance is to establish reasonable and impartial regulations for all exterior signs, not in the Historic District. Staff met with the Guthrie Planning Commission on numerous occasions to compose the Sign Ordinance and heard presentations by two sign vendors to gain a detailed understanding of current trends in the sign industry.

The result of this Ordinance will reduce the traffic hazards caused by such unregulated signs which may distract and confuse and impair the visibility of motorists, ensure the effectiveness of public traffic signs, protect property values by ensuring the compatibility of property with that surrounding it, provide an attractive visual environment throughout the city, and protect the character and appearance of various neighborhoods in the city.

Funding Expected: [x] Revenue, [] Expenditure, [] N/A
Budgeted: [] Yes, [] No, [] N/A
Account Number: [], Amount: []
Legal Review: [] N/A, [x] Required, Completed Date: 8-17-10
Mayor's Appt.: [] Yes, [x] No

Supporting documents attached:

- Ordinance 3215, Signs and Awnings

Recommendation:

Staff recommends approval.

Action Needed: [] Public Hearing, [x] Motion, [x] Emergency Clause
City of Guthrie/GPWA 10-5-2010 45

ORDINANCE # 3215

AN ORDINANCE AMENDING CHAPTER FOUR, ARTICLE NINE, OF THE GUTHRIE CITY ORDINANCES, TITLED SIGNS AND AWNINGS, PROVIDING FOR SEVERABILITY AND REPEALER, AND DECLARING AN EMERGENCY.

ARTICLE 9: SIGNS and AWNINGS

§4-165 PURPOSE OF ORDINANCE

- (A) Signs constitute a separate and distinct use of the land upon which they are placed and affect the use of adjacent streets, sidewalks, and other public places and adjacent private places open to the public. The unregulated construction, placement and display of signs constitute a public nuisance detrimental to the health, safety, convenience, and welfare of the residents of the city.
- (B) The purpose of this ordinance is to establish reasonable and impartial regulations for all exterior signs and those interior signs designed to attract the attention of persons located outdoors. The result of this Ordinance will reduce the traffic hazards caused by such unregulated signs which may distract and confuse, and impair the visibility of motorists and pedestrians; ensure the effectiveness of public traffic signs and signals; protect property values by ensuring the compatibility of property with that surrounding it; provide an attractive visual environment throughout the city; protect the character and appearance of various neighborhoods in the city; attract tourists to the city; protect the public investments in streets, highways, and other public improvements; and protect and improve the public health, safety and general welfare.
- (C) The regulations contained in the ordinance advance these significant government interests and are the minimum amounts of regulation necessary to achieve them.

§ 4-166 APPLICABILITY

- (A) All signs not specifically exempted herein shall comply with the provisions of this Chapter and all other applicable provisions of other regulations of the City.
- (B) Nothing in this Ordinance shall supersede Historical Preservation Ordinance #3075.

§ 4-167 AWNING SUPPORTS; HEIGHT AND WIDTH.

All awnings within the fire limits of the city shall have metal supports from above with frames made of either iron, aluminum or wood with cloth, canvas, or metal covering, the lower part of the covering where it extends across or over the sidewalk, shall be at least eight feet above the same provided that no awning shall exceed eight feet in depth from the building.

('90 Code, § 4-66) (Ord. 2929, passed 2-19-91)

§ 4-168 UNSAFE AWNINGS

If any awning within the fire limits of the city shall, by reason of its construction or use or from decay or any other cause, be reported to be dangerous or unsafe so as to endanger life, limb or property, it shall be the duty of the Authority having jurisdiction to immediately inspect the awning or structure, and if he or she deems the same dangerous and unsafe, he or she shall cause the same to be made safe, removed or destroyed in the same manner and according to the same procedure provided by the article relating to unsafe structures. ('90 Code, § 4-67)

§ 4-169 SIGNS OVER SIDEWALKS.

Projecting signs from horizontal standards mounted perpendicular to the building may be installed with the following restrictions:

- (A) No sign may project more than four (4) feet from a building or less than eight (8) feet above the surface level of the sidewalk or lot.
- (B) Signs on two story buildings may not extend vertically above the sills of the lowest second floor windows.
- (C) Signs on one story buildings may not extend above the cornice line.

§4-170 SIGN PERMIT REQUIRED

- (A) Unless otherwise provided in this Chapter, it shall be unlawful to construct, modify, or relocate any sign without first obtaining a sign permit.
- (B) No signs shall be constructed unless it complies with all applicable ordinances and codes, including, but not limited to the Electrical and Building Codes. Non-conforming signs that become damaged or destroyed, if re-built, must conform to the standards of this Ordinance.
- (C) A sign permitted as a business sign shall not be changed to an outdoor advertising sign.

§4-171 DEFINITIONS

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Advertising Devices* means banners or streamers affixed to poles, wires, or ropes, wind operated devices, flashing lights, and other similar contrivances.

(2) *Back-to-Back Sign* means an advertising structure with two closely located signs which faces in opposing directions, spaced less than ten (10) feet apart at the point of shortest measurement.

(3) *Banner Sign* means a sign with characters, letters, or illustrations applied to a flexible material intended to be hung, suspended, or otherwise attached without a rigid framework.

(4) *Bench Sign* means a sign incorporated into the seat or back of a bench which is intended to be sat on by customers. Signs typically include one or more off-premise advertisements.

(5) *Business Sign* means any display, device, figure, plaque, poster, billboard, or sign maintained or used to advertise or inform or to direct the attention of the public to a business or activity conducted upon the premise upon which such sign is located or to a product or service sold or rendered thereon.

(6) *Face* means that area of a business sign containing the advertising information, painting, drawing, or message intended or used to advise or inform, and excluding trim and supports.

(7) *Face of Building* means the total area of the main wall of a building, including windows, doors, and openings, that abuts the front yard of a building or walls that are located on the front property line. On corner lots the face of the building shall include main walls facing the front yard and side yard or main walls fronting on all front and side property lines.

(8) *Flashing Signs* means any sign, the illumination of which is not constant in intensity when in use except illuminated signs which indicate the date, time, or temperature, or other public safety information displayed by or at the direct request of city, county, state, or federal agency shall not be considered a flashing sign.

(9) *Marquee Sign* means any sign affixed to a marquee over the entrance or on the face of a building and supported from the building.

(10) *Moving Sign* means any sign which moves or has moving parts other than parts which indicate time, temperature; or other than moving devices which provide needed public service information.

(11) *Off-Premise Sign* means a sign which directs the attention of the public to a business or activity conducted or product or service sold or offered at a location not on the same premises where such business sign is located.

(12) *Outdoor Advertising Sign* means any display, device, figure, plaque, poster, billboard or sign maintained or used to advertise, promote, or direct attention of the public to a business or activity other from that conducted upon the premises upon which such sign is located.

(13) *Post Sign* means any business sign which is not attached to a building but is supported by braces, post, or by any other means than by attachment to a building support.

(14) *Premises* means an area under a single ownership or a single lease, no part of which is separated from the other by any land under a different ownership or lease agreement.

(15) *Project sign* means a sign or signs displaying the name of a shopping center and/or tenants occupying space within a shopping center.

(16) *Projecting Sign* any sign which is firmly attached to a building and extends outward from the building.

(17) *Roof Sign* means any sign painted, erected, constructed, or maintained upon the roof of any building.

(18) *Sign* means an identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a building, structure, or land and which directs attention to a product, place, activity, person, institution, or business.

(19) *Sign Area* means the entire area of the actual message or copy area. It shall include decorative trim or embellishments but shall not include structural elements outside the limits of such display surface and not forming an integral part of the display. On all signs, all faces shall be counted in computing the sign area. See page 6, #4-174 B(3)

(20) *Street or Highway Frontage* means the distance along any one side of any public street or highway, street or alley, measured along the right-of-way line or parallel to the normal right-of-way line where the right-of-way line is not fixed.

(21) *Wall Sign* means any sign which is painted on or firmly attached to a wall of any building and which does not extend beyond the building more than twelve (12) inches.

§4- 172 PROHIBITED SIGNS

(A) The following signs are hereby prohibited within the City of Guthrie:

- (1) Off-premise signs, including billboard signs.
- (2) Signs erected in violation of the City's building, electrical, or sign codes.
- (3) Portable signs, except those allowed as temporary signs. Any sign so designated as to be removable from one location to another and not permanently attached to the ground or any immobile structure, whose primary function during a specific time is to provide advertisement for products or directing people to a business or activity located on the premise.
- (4) Roof Signs.
- (5) Signs attached to or painted or drawn on any utility pole, curb, sidewalk, light post, hydrant, rock, bench, bridge, fence, highway marker, highway regulatory sign or mailbox on public property.
- (6) Signs illuminated to such an intensity or brightness as to cause glare or impair vision. Lighting shall be shielded upward to prevent light from being directed at

any portion of a traveled roadway or an occupied residential area. This requirement shall not apply to internally lit signs with a lighting intensity of less than 100 foot lamberts(candles). No illuminated sign shall be erected within 50 feet of other property in a Residential District or PUD Designated Residential Development Area if visible from such District or Area.

- (7) Signs erected in the public right-of-way.
 - (8) Signs on vehicles used as an on premise advertising sign.
 - (9) Banner signs, except those allowed in section 4-174 as temporary signs.
 - (10) Any sign which may interfere with the view of or be confused with any traffic control sign, signal or device, or any sign which may interfere with, mislead or confuse traffic, or reduce visibility at any street intersection.
 - (11) Signs for businesses that are no longer operating.
 - (12) Digital displays may be permitted only if the images remain constant for a period of time not less than 6 seconds and the transitions appear instantaneous; and signs with scrolling text shall be allowed provided the length of the message does not exceed 6 seconds.
 - (13) Signs erected in, projecting into, or otherwise located or placed in the public right-of-way except those placed by agencies of government or those that may be allowed in the Historic District.
 - (14) Outdoor Advertising Signs, including billboards, and on fences.
 - (15) Signs with structures larger than is reasonably necessary to support the sign.
- (B) Portable trailer signs may be used by non-profit organizations but shall only be utilized and visible to the public two days prior to an event, during the event and shall be removed from sight one day after an event. In no event shall any portable trailer sign remain visible to the public for any continuous period in excess of 14 days.
- (C) Legally nonconforming billboard signs are signs which are lawfully erected and maintained prior to the enactment of this section and any amendments thereto and which do not conform to all the applicable regulations and restrictions of this code.

§4-173 GENERAL USE CONDITIONS FOR BUSINESS SIGNS

On Premise Signs; Business Signs

- (A) Maximum area allowable: The number of signs, total area of all sign faces, location and design standards, on any lot or any street frontage must adhere to the following restrictions:
- (1) For lots less than one hundred fifty (150) feet wide, the total area for all signs on the premises pertaining to any one (1) business shall not exceed four hundred eighty (480) square feet.
 - (2) For lots one hundred fifty (150) feet wide or greater, the total area of all signs on the premises pertaining to any one (1) business shall not exceed six hundred (600) square feet.
 - (3) For lots larger than five (5) acres with one (1) frontage greater than three hundred (300) feet, the total area of all signs on the premises pertaining to one (1) business shall not exceed one thousand (1,000) square feet.

(B) Display Surface Area

(1) Ground Signs.

- (a) Area allowable: The greater of forty-eight (48) square feet or one (1) square foot per linear foot of street frontage up to fifty (50) square feet per side and one hundred (100) square feet total for all sides at the setback line.
- (b) Area allowable increase: for every one (1) foot that a sign sits behind the setback line, add to area allowable one (1) square foot per side up to sixty (60) square feet per side and one hundred twenty (120) square feet total for all sides.
- (c) Frontage: one (1) sign per street frontage
- (d) Height allowable: twenty-five (25) feet at setback line.
- (e) Height allowable increase: for every six (6) feet that the sign sits behind setback line, add to allowable one (1) foot in height up to thirty (30) feet.
- (f) Additional Ground Sign: For lots which are zoned commercial, and lie within 1,000 feet of I-35, one additional accessory ground sign may be erected. The additional sign can have a maximum height of 50 feet, and the bottom of the sign must be a minimum of 25 feet from the ground. No such sign may be constructed closer to the boundary line of any residentially zoned property than a distance equal to four times the height of the sign.

(2) Wall Signs.

The display surface area of a Wall Sign is the sum of the area of the minimum imaginary rectangles enclosing each word attached to any particular façade.

- (a) Area allowable: The greater of forty-eight (48) square feet or one (1) square foot per linear foot of frontage up to one hundred (100) square feet. For one (1) business in a building larger than thirty thousand (30,000) square feet on a lot greater than three (3) acres, the allowable wall signage for each building frontage shall be one (1) square foot per linear foot of building frontage up to four hundred (400) square feet.
- (b) Area allowable increase: For every one (1) foot that a sign sits behind the setback line, add to area allowable one (1) square foot, up to one hundred (100) square feet.

- (c) Height allowable: The minimum height for wall signs is eight (8) feet above a walkway and fifteen (15) feet above a drive surface.
 - 1. The maximum height allowable shall not be higher than the eave or rafter line (top) of the wall on which the sign is located, whichever is higher.
 - 2. Location: wall signs shall be located on a vertical surface of the building.
 - 3. Projection: maximum projection of wall signs from the building shall be no greater than fifteen (15) inches. The end panels of such signs shall contain no item of information and shall not be counted in the computed sign area.

- (3) Double or Multi-faced Signs.
All sides of a sign imprinted with a message or logo shall be calculated in the total sign area calculation.

- (4) Projecting Signs: Allowed if the front of the structure is within four (4) feet of less of the right-of-way. They are not allowed if a ground sign is used.
 - (a) Area Allowable: The greater of thirty-two (32) square feet or one (1) square foot per linear foot of frontage up to forty (40) square feet per side and eighty (80) square feet total for all sides at the setback line
 - (b) Signs on two story buildings may not extend above the sills of the second floor windows.
 - (c) Signs on one story buildings may not extend above the cornice line.
 - (d) No Projecting Sign shall extend closer than two feet to the curb line or edge of pavement.

- (C) Multiple Signs in a Single Structure.
When a business has more than one sign on a single structure, the sign area is to be calculated by the individual geometric shapes of each sign.

- (D) Shopping centers shall not exceed two (2) square feet of signage for every 100 square feet of Gross Leasable Area (GLA) within the shopping center.
 - (1) Wall signs shall not exceed an aggregate Display Surface Area of more than one (1) square feet per each linear foot of building wall to which the sign or signs is attached.

- (E) Sign Illumination
 - (1) Signs may be illuminated which comply with the following conditions and any other applicable ordinances.
 - a. All lighting used for the illumination of a sign shall be shielded so that the beams or rays of the light will not shine directly onto surrounding areas
 - b. Signs shall not be erected which contain, include or are illuminated by any flashing, intermittent, revolving or moving light.
 - c. No sign shall be illuminated so that it interferes with the effectiveness or obscures any official traffic sign, device, or signal, or imitates or may be

confused with any such official traffic sign, device or signal, neither shall it be permitted to have beams or rays directed on any portion of the traveled ways and be of such intensity or brilliance to cause glare or impair the vision of the driver of any motor vehicle or which otherwise interferes with any driver's operation of a motor vehicle.

- d. Illumination shall not exceed three hundred (300) total foot lamberts of luminance.

(F) Digital Signs

- (1) Digital signs, automated changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs or signs with movement shall be subject to the following limitations:
 - a. No such sign shall be located within fifty (50) feet of the driving surface of a signalized intersection. The fifty (50) feet shall be measured in a straight line from the nearest point on sign structure to the nearest point of the signalized intersection.
 - b. No such sign shall be located within twenty (20) feet of the driving surface of a street. The twenty (20) feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point of the street curb, or edge of the traveled roadway marked or understood as such.
 - c. No such sign, if visible from a Residential Zoning District other than street, highway or freeway right-of-way, or if visible from a designated residential development area, shall be located within two hundred (200) feet of such district or area. The two hundred (200) feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point of an R zoning district or Residential development area boundary line.
 - d. No such sign shall exceed an illumination of seventy (70) foot candles measured at a two (2) foot distance.
 - e. No such digital sign shall display an illuminative brightness exceeding five hundred (500) NITs at any time between one-half (1/2) hour after sunset until one-half (1/2) hour before sunrise or six thousand five hundred (6,500) NITs between one-half (1/2) hour before sunrise until one half (1/2) hour after sunset.
 - f. No such digital sign shall display an illuminative brightness of such intensity or brilliance that it impairs the vision or endangers the safety and welfare of any pedestrian, cyclist, or person operating a motor vehicle.
 - g. No such digital sign shall resemble or simulate any warning or danger signal, or any official traffic control device, sign, signal or light.
 - h. No such digital sign shall be permitted to operate unless it is equipped with:
 1. A default mechanism that shall freeze the sign in one position of static message if a malfunction occurs; and
 2. A mechanism able to automatically adjust the display's illuminative brightness according to natural ambient light conditions by means of a light detector/photo cell by which the sign's brightness shall be dimmed.

(G) Maximum Number of Signs.

Except for wall signs and exempt signs, the maximum number of business signs per lot of record shall be as follows:

- (1) Individual Lot - Single Business: Only one (1) ground sign shall be permitted per tract ownership, except:
 - (a) When there is a single ownership fronting on two (2) streets, not to include alleys or driveways; one (1) additional sign may be permitted if spaced at least 300 feet apart.
 - (b) Or when there is a single ownership on a contiguous lot with frontage in excess of 600 feet, one (1) additional sign shall be permitted with at least 300 feet minimum separation between signs
- (2) Shopping Centers. A building or group of buildings which share a common parking facility and/or drive approaches shall place signs on a common Project Sign(s). Only one (1) Project Sign shall be allowed except:
 - (a) When there is a frontage on two (2) streets, not to include alleys or driveways; one additional sign may be permitted if spaced at least 300 feet apart
 - (b) Or when there is frontage in excess of 600 feet, one (1) additional sign shall be permitted with at least 300 feet minimum separation between signs.
- (3) Free Standing Single Tenant at Shopping Centers:
 - (a) When free-standing buildings are located at shopping center locations, either as individually owned properties, or lease sites, the free standing buildings shall be considered part of the group of buildings in the shopping center. Ground signs for these occupancies may be permitted on the shopping center project sign.
 - (b) There shall be only one (1) ground sign per free standing single tenant building per occupancy or ownership.

(H) Maximum Sign Height and Location

- (1) The maximum permitted sign height shall be measured from the average level of the grade below the sign to the topmost point of the sign or sign structure.
- (2) Except or unless otherwise provided herein no sign or sign structure shall exceed a maximum permitted height of thirty (30) feet.
- (3) Any sign or sign structure located within 1,000 feet of the right-of-way line of an Interstate Highway may be erected to a height of not more than fifty (50) feet

above grade level of such thoroughfare at the point thereon nearest such sign or sign structure.

- (4) No sign or sign structure shall be erected to a height greater than the horizontal distance from such structure to the nearest other property or right-of-way.
- (5) Business signs, including projecting signs and ground signs, must maintain a minimum separation of thirty (30) feet from other business signs

(I) Setbacks

- (1) Approved signs with a Display Surface Area of less than 300 square feet must be erected at least 150 feet from any Residential Zoning District.
- (2) Signs with a Display Surface Area larger than 300 square feet, which are visible from a Residential Zone other than a street, highway, or freeway right-of-way or if visible from a Designated Residential Development Area, must be set back at least 300 feet from such Zone or Area.
- (3) Signs shall be set back a minimum distance of ten (10) feet from a freeway right-of-way

§4-174 TEMPORARY SIGNS

Temporary Signs shall not require a sign permit, but will require registration at the Planning Department prior to their use or display. The registration shall state when the signs will first be displayed and when they will be removed. Temporary Signs will be regulated further as follows:

(A) No off-site temporary signs are allowed.

(B) Temporary public interest signs, including portable signs, inflatables, wind operated devices and banners, announcing activities or other events of a public, civic, philanthropic or religious organization, shall be subject to the following:

- (1) Signs shall be a maximum size of fifty (50) square feet.
- (2) Only one (1) such sign shall be allowed per tract ownership per street frontage
- (3) No temporary sign shall be located within 100 feet of another temporary sign.
- (4) Temporary signs shall be permitted for a maximum period of thirty (30) days, and no additional temporary sign shall be permitted on the same tract for a period of thirty (30) days after removal of the previous sign. Upon expiration, the sign

along with any straps, ties, stakes, t-posts, or any other items installed for the placement of the sign must be removed.

- (5) Temporary Signs must meet all other requirements of this Sign Code.
- (C) Fence Signs are prohibited; however, advertising signs may be permitted at athletic fields owned and operated by tax-exempt, nonprofit organizations, as follows: At baseball fields, signs may be hung or painted on the outfield fences, so that the signs face only inward toward the playing field; at other athletic fields, signs may be displayed so long as the sign content cannot be discerned by persons passing by the outside of the stadium or field. No such sign shall extend beyond the dimensions of the fence to which it is attached.
- (D) Political Signs
 - (1) Duration: Political signs must be removed five (5) days after the election. Political signs cannot be placed more than 60 days in advance of an election.
 - (2) Location:
 - a. Public locations: Political signs shall not be placed within any park, boulevard, street, parkway, median, public right-of-way, or easement under the control of or maintained by the City of Guthrie.
 - b. Private locations: Signs may be placed on private property only with the owner's permission. Signs must be placed on the house-side of the sidewalk. If no sidewalk exists, the signs must be placed either at least fifteen (15) feet from the curb or street edge, or outside of the street right-of-way, whichever is greater.
 - c. Historic District: political signs to be placed in the Historic District must conform to Historic Preservation Sign Guidelines, in accordance with Historic Preservation Ordinance #3075.
 - (3) Disposal: any signs found in violation shall be collected by the Code Enforcement Department and disposed of.
 - (4) Size: political signs in Commercial and Industrial Zones shall not exceed fifty (50) square feet in size. Political signs in Residential Zones shall not exceed 24" x 30" in size.
- (E) Grand Opening Signs shall not be displayed more than fifteen (15) days.
- (F) Real Estate Signs
 - a. Real Estate For Sale signs are allowed and must be removed within fifteen (15) days after the premises are rented, leased or sold.
 - b. On and off-premise Home For Sale and Open House signs are subject to the following:
 - i. Open House signs shall not be placed more than 24 hours in advance and shall be removed immediately following the event.
 - ii. Signs shall not exceed twenty-four (24) inches by thirty (30) inches in size, nor shall they be installed more than four (4) feet above grade.

- iii. Signs shall have a minimum separation of twenty-five (25) feet and signs for any one advertiser must be at least 200 feet apart.
 - iv. Signs shall not be located in the public right-of-way.
 - v. Signs shall not be located more than three (3) miles from the subject property.
 - vi. Signs shall be rigid, two-dimensional displays.
 - vii. Written permission shall be obtained from owners of property where the sign is located. Only one directional sign shall be allowed on any property.
- c. Subdivision directional signs will be subject to the following:
- i. Signs shall be a maximum size of thirty-two (32) square feet.
 - ii. Signs must be placed upon unimproved property with the permission of the owner.
 - iii. Signs must be placed at least 100 feet from any other subdivision or developer signs.
 - iv. Signs may be erected for a maximum of one (1) year unless additional one-year approval is given by the Board of Adjustment. A maximum of two (2) one-year approvals shall be permitted by the Board of Adjustment.
 - v. Signs shall meet all requirements of the Sign Code, including permitting requirements.

§4-175 EXEMPTED SIGNS

- (A) Tablets built into the wall of a building or other structure and used for inscriptions, memorial tablets or for similar purposes.
- (B) Legal notices.
- (C) All signs not visible from off the property.
- (D) Signs on vehicles or trailers, provided, however, signs on vehicles or trailers used or intended to be used as on-premise signs are prohibited.

4-176 VIOLATIONS

Any owner or person otherwise in possession or control who violates any provision of this article by doing any act prohibited or declared to be unlawful thereby, or declared to be a nuisance, an offense or misdemeanor thereby, or who fails to do any act required by any provision, or who fails to do any act when the provision declares the failure to be unlawful or to be an offense or misdemeanor, or who violates any legal order or regulation made pursuant to this article, is guilty of an offense, and upon conviction thereof, shall be punished by a fine of not more than \$500.00 per violation. Each day upon which a violation continues shall be deemed a separate offense.

§4-177 SAVINGS CLAUSE

If a sentence, section, or any part of this article shall be deemed unconstitutional or void, such action shall not affect the remaining parts of this article.

§4-178 REPEALER

All ordinances or parts of ordinances or resolutions in conflict are hereby repealed to the extent of such conflict.

An emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval. This ordinance shall supersede any sign ordinance applicable to the City of Guthrie.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GUTHRIE THIS ____ DAY OF _____, 2010.

CITY COUNCIL OF CITY OF Guthrie

Chuck Burtcher, Mayor, City of Guthrie

Wanda Calvert, City Clerk, City of Guthrie

(SEAL)

Randel Shadid, City Attorney, City of Guthrie