



61<sup>st</sup> City Council

Mayor Chuck Burtcher

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

Ward III – Ellen Gomes, Gaylord Z. Thomas

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Council Chambers, 101 N. 2<sup>nd</sup> Street; Guthrie, OK 73044

Tuesday, June 7, 2011 ~ 7:00 PM

- 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 May 17, 2011 ..... 5
B. Consider approval of claims..... 7
C. Consider approval of the renewal of the Master Task Order Agreement between the Guthrie Public Works Authority and Myers Engineering ..... 23
D. Consider approval of allowing staff to solicit bids when the time is appropriate for the replacement and/or repair of the Guthrie Public Works Facility and it's out buildings..... 81
E. Consider approval of the Quit Claim Deed from Guthrie Public Works Authority to City of Guthrie the property located at Guthrie-Edmond Regional Airport described as a part of the Northwest Quarter of Section 21, Township 16 North, Range 2 West of the Indian Meridian, also known as Bross Property ..... 83

Ordinance

- 4. Consider approval of Ordinance #3220 amending Chapter 4, Article 3, § 4-37 of the Municipal Code of the City of Guthrie, Oklahoma, prohibiting the use of a private water supply for purposes other than landscaping or irrigation where a public water main is available; and declaring an emergency ..... 87

Resolution

- 5. Consider approval of Resolution #2011-09 establishing fees for Neighborhood Garage Sale Permit, Fireworks Permit, Convenience Center Roofing Materials/Shingles Fee and Emergency Medical Services Fees ..... 91
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 (Finance Committee Meeting) held on May 17, 2011 ..... 95
B. Consider approval of minutes of the Regular City Council Meeting held on May 17, 2011 ..... 97
C. Consider approval of minutes of the Special City Council Workshop held on May 17, 2011 ..... 101
D. Consider approval of minutes of the Special City Council Workshop held on May 10, 2011 ..... 105

E. Consider approval of Claims .....	107
F. Consider approval of retirement gift/bonus to Lester Branch in appreciation of 22+ years of faithful service to the City of Guthrie.....	109
G. Consider approval of the appointment of Ms. Jean Lacina, to the Guthrie Park Board as recommended by Mayor Chuck Burtcher .....	111
H. Consider approval of the appointment of Mr. Michael Friese and Mr. Jarod Cassada to the Guthrie Forestry Board as recommended by Mayor Chuck Burtcher.....	113
I. Consider approval of re-appointment of Doug Powell, Sharyl Padgett and Vern Ogden to the Guthrie Planning Commission .....	117
J. Consider approval of accepting the Quit Claim Deed from Guthrie Public Works Authority to the City of Guthrie for the property located at Guthrie-Edmond Regional Airport described as a part of the Northwest Quarter of Section 21, Township 16 North, Range 2 West of the Indian Meridian, also known as the Bross Property.....	123
K. Consider approval of selling by Quit Claim Deed the property described as Lots 5 and 6, Block Sixteen (16), in Guthrie Proper, City of Guthrie, Logan County, Oklahoma, less and except oil, gas and other minerals and subject to existing easements and rights of way.....	127
L. Consider approval of selling by Quit Claim Deed the property described as Lots 6 through 8, Block Seventy-six (76), and Lots 11 and 12, Block Seventy-six (76) in Guthrie Proper in the City of Guthrie, Logan County, Oklahoma, less and except oil, gas and other minerals and subject to existing easements and rights of way .....	131
M. Consider approval of allowing staff to solicit bids when the time is appropriate for the replacement and/or repair of the Guthrie Animal Control Shelter .....	135

**Ordinances**

3. Consider approval of Ordinance #3219 amending Chapter 8, Article 2 of the Municipal Code of the City of Guthrie, Oklahoma, authorizing the sale or discharge of fireworks under certain conditions; and declaring an emergency .....	137
4. Consider approval of Ordinance #3220 amending Chapter 4, Article 3, § 4-37 of the Municipal Code of the City of Guthrie, Oklahoma, prohibiting the use of a private water supply for purposes other than landscaping or irrigation where a public water main is available; and declaring an emergency .....	(see pg 87)
5. Consider approval of Ordinance #3221 amending Chapter 5, Article 8, regulating Residential and Neighborhood Sales within the city limits of the City of Guthrie, Oklahoma; defining Residential and Neighborhood sales; requiring a license; listing requirements for application and issuance of license; requiring fee; setting out interval between sales, signs, display of goods, revocation and refusal of license, separate violations, and person exempt from ordinance .....	141
6. Consider approval of Ordinance #3222 repealing Section 5-17 of Chapter 5 of the Guthrie Code of Ordinances dealing with Marble Machines; providing for severability and repealer.....	147
7. Consider approval of Ordinance #3223 repealing Section 5-76 and Section 5-78 of Chapter 5 of the Guthrie Code of Ordinances dealing with Pawnbrokers; providing for severability and repealer.....	149
8. Consider approval of Ordinance #3224 repealing Ordinance # 2340 levying an Occupation Tax on Shuffle Board and all other amusement devices operated for profit, whether coin operated or not; providing for severability and repealer .....	151

**Resolution**

9. Consider approval of Resolution #2011-09 establishing fees for Neighborhood Garage Sale Permit, Fireworks Permit, Convenience Center Roofing Materials/Shingles Fee and Emergency Medical Services Fees .....	(see pg 91)
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10. City Manager's Report
11. Requests/comments from members of the City Council
12. Consider convening an **Executive Session** pursuant to the Authority of Title 25, O.S. 2001, Section 307 (B)(3) for the purpose of discussing purchase or appraisal of real property (old fire station).
13. Consideration of action regarding the purchase or appraisal of real property (old fire station).
14. Adjourn

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Agenda posted on the bulletin board in the lobby of City Hall by 5:00 pm on Friday, June 3, 2011. 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.

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MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

May 17, 2011

The regular meeting of the Guthrie Public Works Authority was posted on Friday, May 13, 2011 before 5:00 p.m. and held May 17, 2011 in the Guthrie City Hall Council Chambers.

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

Pledge of Allegiance was led by Vice Chairman Trey Ayers.

Vice Chairman Trey Ayers called the meeting to order at 7:03 p.m.

Members Present:	Trey Ayers	John Wood	Mary Coffin
	Patty Hazlewood		

Members Absent:	Chuck Burtcher	Ellen Gomes	Gaylord Z. Thomas
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Staff Present:	Matt Mueller	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Rene Spineto	Maxine Pruitt
	Jim Ahlgren	Eric Harlow	Damon Devereaux
	Lee Ivie	Kevin Dixon, Jr.	

Vice Chairman Ayers declared a quorum with four (4) Trustees in attendance.

**Public Comments.** Ms. Veronica Morava gave the Chamber of Commerce/Convention and Visitors Bureau Quarterly Report.

Vice Chairman Ayers presented Justin Fortney with a Proclamation declaring May 20, 2011 as "Bike to Work Day".

**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 May 3, 2011 (first meeting).
- B. Consider approval of the minutes from the Regular Guthrie Public Works Authority Meeting held on May 3, 2011 (second meeting).
- C. Consider approval of claims:

GPWA Fund:	Claims	\$32,347.17
Utility Deposit Fund:	Claims	<u>\$ 364.00</u>
	Total Claims	\$32,711.17

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

Aye: Ayers, Coffin, Hazlewood, Wood  
Nay: None

Vice Chairman Ayers declared the motion carried unanimously.

**Consider approval of Resolution No. 2011-08 authorizing a request from staff to allow Roth Provisions to the current ICMA-RC 457 Plan.** The City's pension plan for staff management employees is with ICMA-RC. ICMA-RC has recently updated the plan to allow participant cities to include the Roth Provision. The Roth Provision would allow employee participants to make after-tax contributions to their ICMA-RC 457 pension. Currently only before-tax contributions are allowed. Participants would receive the tax benefits of the Roth provisions. There is no direct cost to the City to implement, but will require a small change in our payroll system. Motion by Trustee Wood, seconded by Trustee Coffin, moved approval of Resolution No. 2011-08 authorizing a request from staff to allow Roth Provisions to the current ICMA-RC 457 Plan. Trustees entered their votes and the votes were displayed with the following results:

Aye: Ayers, Coffin, Hazlewood, Wood  
Nay: None

Vice Chairman Ayers 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: Ayers, Coffin, Hazlewood, Wood  
Nay: None

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

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Wanda Calvert, City Clerk

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Trey Ayers, Vice Chairman



GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

June 7, 2011

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 cursive script, appearing to read "Kim Biggs", written over a horizontal line.

Kim Biggs  
Purchasing Agent

Monthly Claims Approved as per Ordinance No. 2973 by General Manager.

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Matt Mueller  
General Manager

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

Invoice #	Vendor	Description	Account	Cost
APRIL COLLECT	OKLAHOMA UNIFORM BLDG CO	Permit Fee Collection - 2010-2011 Planning	01-00-00-2013	\$100.00
REFUND ADOP	DAWNESIA WEATHERS 22735	Refund Animal Bond Adoption No. 399	01-00-00-2017	\$25.00
		<b>Total</b>		<b>\$125.00</b>
		<b>Total</b>		<b>\$125.00</b>
2032537	CREDIT CARD OPERATIONS (20	Snacks for Citizen Government Academy 3-2	01-01-00-6114	\$271.61
2032647	CREDIT CARD OPERATIONS (20	Keys to the City - Perfect Attendance Spring	01-01-00-6114	\$100.49
2032791	CREDIT CARD OPERATIONS (20	CMAO Meeting	01-01-00-6114	\$41.50
2032793.	CREDIT CARD OPERATIONS (20	Marathon Registration (1 Police Team and 1	01-01-00-6114	\$250.00
2032793	CREDIT CARD OPERATIONS (20	Marathon Registration (1 Police Team and 1	01-01-00-6114	\$250.00
2032792	FIRST CAPITAL TROLLEY(20238)	Transportation for WTP and WWTP	01-01-00-6114	\$36.00
2032370 DOMIN	FURROW FLOWERS & GIFTS (1	Condolences and Get Well Flowers and Plant	01-01-00-6114	\$65.00
MAY 2011	OG&E 405	Monthly Billing for Electric Service General	01-01-00-6305	\$3,837.25
MAY 2011	OG&E 405	Monthly Billing for Electric Service Street Ligh	01-01-00-6306	\$9,410.10
MAY 2011	OKLA NATURAL GAS COMPANY	General Monthly Gas Payments	01-01-00-6307	\$1,786.48
2032782	SEE SPOT RUN 22733	Sponsorship for SEE SPOT RUN	01-01-00-6334	\$50.00
MAY 2011	NOBEL SYSTEMS 22623	Telephone system Maintenance	01-01-00-6347	\$310.00
		<b>Total</b>		<b>\$16,408.43</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$16,408.43</b>
80100 HELP WA	GUTHRIE NEWS LEADER (1578)	Classified Ads for Human Resources Fiscal Y	01-02-24-6334	\$29.45
		<b>Total HUMAN RESOURCES</b>		<b>\$29.45</b>
		<b>Total ADMINISTRATION</b>		<b>\$29.45</b>
MAY 2011	COX COMMUNICATIONS(20698)	PD Internet service	01-04-45-6381	\$124.95
		<b>Total INFORMATION SERVICES</b>		<b>\$124.95</b>
		<b>Total INFORMATION SERVICES</b>		<b>\$124.95</b>
MAY 2011 #281	RETAIL ATTRACTIONS, LLC(2216	Consultation for Retail Development, Per Agr	01-05-53-6054	\$1,250.00
2032634.	CREDIT CARD OPERATIONS (20		01-05-53-6123	(\$175.00)
2032634	CREDIT CARD OPERATIONS (20	Retail Lease Trac 2011 Renewal	01-05-53-6123	\$975.00
		<b>Total ECONOMIC DEVELOPMENT</b>		<b>\$2,050.00</b>
		<b>Total PLANNING</b>		<b>\$2,050.00</b>
U0326751E	USA MOBILITY WIRELESS, INC.	Pager Service for Police Department	01-07-70-6318	\$77.40
PERDIUM SAN J MARK BRUNING (20292)		Perdium for ICAC Class May 16 through May	01-07-70-6343	\$252.00
		<b>Total POLICE ADMINISTRATION</b>		<b>\$329.40</b>
		<b>Total POLICE</b>		<b>\$329.40</b>
412200839	RICOH AMERICAS CORPORATIO	Monthly Maintenance for Copier Fire Departm	01-09-90-6317	\$11.73
41267047	RICOH AMERICAS CORPORATIO	Monthly Maintenance for Copier Fire Departm	01-09-90-6317	\$9.99
		<b>Total SUPPRESSION</b>		<b>\$21.72</b>
4002544093	STERICYCLE, INC. (1463)	EMS Supplies Disposal for Fire Department	01-09-92-6104	\$234.32
		<b>Total EMS</b>		<b>\$234.32</b>
		<b>Total FIRE</b>		<b>\$256.04</b>
115360	A-1 RADIATOR SERVICE, INC. 2	Radiator Repairs	01-14-41-6116	\$125.00
2032457	EIGHT BALL CAR WASH(20776)	Radiator Repairs	01-14-41-6116	\$14.86
		<b>Total FLEET MAINTENANCE</b>		<b>\$139.86</b>

**EARLY PAY**

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

Invoice #	Vendor	Description	Account	Cost
<b>Total FLEET MAINTENANCE</b>				<b>\$139.86</b>
<b>Total GENERAL FUND</b>				<b>\$19,463.13</b>
MAY 2011	OG&E 405	Monthly Billing for Electric Service GPWA	20-21-00-6305	\$8,009.15
MAY 2011	OKLA NATURAL GAS COMPANY	GPWA Monthly Gas Payments	20-21-00-6307	\$871.96
MAY2011	NOBEL SYSTEMS 22623	Telephone System Maintenance	20-21-00-6347	\$35.00
<b>Total</b>				<b>\$8,916.11</b>
<b>Total PUBLIC WORKS GENERAL</b>				<b>\$8,916.11</b>
<b>Total GPWA OPERATING FUND</b>				<b>\$8,916.11</b>
203 2472	CREDIT CARD OPERATIONS (20	OLA Annual Conference - Registration and H	30-30-06-6541	\$294.46
2032472.	CREDIT CARD OPERATIONS (20	OLA Annual Conference - Registration and H	30-30-06-6541	\$186.09
2032488	CREDIT CARD OPERATIONS (20	SRP Juvenile Nonfiction	30-30-06-6541	\$351.05
<b>Total LIBRARY</b>				<b>\$831.60</b>
<b>Total GRANTS</b>				<b>\$831.60</b>
<b>Total GRANTS FUND</b>				<b>\$831.60</b>
REFUND 99-993	COLLEEN MCKELVEY 22734	Refund Utility Deposit at 5905 Southwest Mor	71-00-00-2074	\$50.00
05-051510-013	R MISCELLANEOUS		71-00-00-5555	\$40.24
07-073450-003	R MISCELLANEOUS		71-00-00-5555	\$12.51
13-134145-005	R MISCELLANEOUS		71-00-00-5555	\$3.90
<b>Total</b>				<b>\$106.65</b>
<b>Total</b>				<b>\$106.65</b>
<b>Total UTILITY DEPOSIT FUND</b>				<b>\$106.65</b>
MAY 2011	OG&E 405	Monthly Billing for Electric Service Airport (GE	98-98-00-6305	\$401.67
<b>Total</b>				<b>\$401.67</b>
<b>Total AIRPORT FUND</b>				<b>\$401.67</b>
<b>Total AIRPORT FUND</b>				<b>\$401.67</b>
<b>Total All Funds</b>				<b>\$29,719.16</b>

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

Invoice #	Vendor	Description	Account	Cost
CAROL HAM 27	BLUE CROSS BLUE SHIELD OF	Overpayment on Ambulance Invoice - Carol	01-00-00-5435	\$34.94
GLADYS WADE	GENERATIONS HEALTHCARE 2	Overpayment on Ambulance Invoice - Gladys	01-00-00-5435	\$436.87
GLADYS WADE	GLADYS WADE 22737	Overpayment on Ambulance Invoice - Date of	01-00-00-5435	\$50.00
JOHN WILSON	MAIL HANDLERS BENEFIT PLAN	Overpayment on Ambulance Invoice John Wil	01-00-00-5435	\$180.00
		<b>Total</b>		<b>\$701.81</b>
		<b>Total</b>		<b>\$701.81</b>
2031952	GUTHRIE NEWS LEADER (1578)	Notice of Public Hearing 9/26/2010 511 North	01-05-50-6334	\$46.95
		<b>Total COMMUNITY DEVELOPMENT</b>		<b>\$46.95</b>
		<b>Total PLANNING</b>		<b>\$46.95</b>
9496999	RICOH AMERICAS CORPORATIO	Monthly Maintenance for Copier Fire Departm	01-09-90-6317	\$115.96
		<b>Total SUPPRESSION</b>		<b>\$115.96</b>
		<b>Total FIRE</b>		<b>\$115.96</b>
		<b>Total GENERAL FUND</b>		<b>\$864.72</b>
2032823	WASTE CONNECTIONS, INC (210		20-00-00-5466	(\$250.00)
		<b>Total</b>		<b>(\$250.00)</b>
		<b>Total</b>		<b>(\$250.00)</b>
1001325 APRIL	WASTE CONNECTIONS, INC (210	Monthly Sanitation Service	20-21-00-6348	\$66,858.61
		<b>Total</b>		<b>\$66,858.61</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$66,858.61</b>
1001325 APRIL	WASTE CONNECTIONS, INC (210	Convenience Center	20-26-00-6375	\$4,719.26
		<b>Total</b>		<b>\$4,719.26</b>
		<b>Total CONVENIENCE CENTER</b>		<b>\$4,719.26</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$71,327.87</b>
Application #28 5	HCCCo, LLC. 22368	Guthrie Water Treatment Plant - Section A 20	50-50-00-6373	\$121,019.34
		<b>Total</b>		<b>\$121,019.34</b>
		<b>Total WATER TREATMENT PLANT IMPROVEMENT</b>		<b>\$121,019.34</b>
		<b>Total WATER TREATMENT PLANT FUND</b>		<b>\$121,019.34</b>
Application #3 5/	JORDAN CONTRACTORS INC. 2	SANTITARY SEWER SYSTEM IMPROVEME	55-55-00-6547	\$295,136.41
2011837	MYERS ENGINEERING CORPOR	Resident Inspection Services for S.S. CMOM	55-55-00-6547	\$12,000.00
2011866 5/12/20	MYERS ENGINEERING CORPOR	Partial Payment of Engineering Services CM	55-55-00-6547	\$7,093.50
		<b>Total</b>		<b>\$314,229.91</b>
		<b>Total INFRASTRUCTURE</b>		<b>\$314,229.91</b>
		<b>Total CMOM Fee</b>		<b>\$314,229.91</b>
09-091475-001 R	MISCELLANEOUS		71-00-00-5555	\$79.34
12-120230-002 R	MISCELLANEOUS		71-00-00-5555	\$50.32
12-121110-006 R	MISCELLANEOUS		71-00-00-5555	\$9.71
12-121130-005 R	MISCELLANEOUS		71-00-00-5555	\$13.76
13-131115-004 R	MISCELLANEOUS		71-00-00-5555	\$16.44
99-993381-001 R	MISCELLANEOUS		71-00-00-5555	\$31.35
99-999290-001 R	MISCELLANEOUS		71-00-00-5555	\$37.17

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

Invoice #	Vendor	Description	Account	Cost
		Total		\$238.09
		Total		\$238.09
		Total UTILITY DEPOSIT FUND		\$238.09
		Total All Funds		\$507,679.93

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

Invoice #	Vendor	Description	Account	Cost
MAY2011	COX COMMUNICATIONS(20698)	Water Treatment Plant Internet services	20-21-00-6318	\$59.95
		<b>Total</b>		<b>\$59.95</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$59.95</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$59.95</b>
COG-02-11A	WIND ENERGY CONSULTING 2	Contractural Engineering Services - Wind Tur	30-30-02-6589	\$1,687.50
		<b>Total ADMINISTRATION</b>		<b>\$1,687.50</b>
		<b>Total GRANTS</b>		<b>\$1,687.50</b>
		<b>Total GRANTS FUND</b>		<b>\$1,687.50</b>
10-101460-001 R	MISCELLANEOUS		71-00-00-5555	\$35.00
		<b>Total</b>		<b>\$35.00</b>
		<b>Total</b>		<b>\$35.00</b>
		<b>Total UTILITY DEPOSIT FUND</b>		<b>\$35.00</b>
		<b>Total All Funds</b>		<b>\$1,782.45</b>

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

Invoice #	Vendor	Description	Account	Cost
181595	MCLAIN-CHITWOOD PRODUCTS,	Misc. Office Supplies	01-01-00-6100	\$636.42
4082322	QUILL CORPORATION(489)	Office Supplies	01-01-00-6100	\$640.43
4224956	QUILL CORPORATION(489)	Office Supplies	01-01-00-6100	\$384.79
4295947	QUILL CORPORATION(489)	Office Supplies	01-01-00-6100	\$551.18
244591400	AMSAN (21320)	Janitorial Supplies	01-01-00-6103	\$19.20
REIMBURSEME	GUTHRIE CHAMBER OF COMME	Reimburse Chamber for Half of "Second Satu	01-01-00-6112	\$389.94
36042	NOBEL SYSTEMS 22623	Trouble Call for GPWA, Transfer Phone Num	01-01-00-6112	\$85.00
2370977	OKLAHOMA HOME CENTERS, IN	Misc. Supplies	01-01-00-6112	\$1.83
2371320	OKLAHOMA HOME CENTERS, IN	Misc. Supplies	01-01-00-6112	\$56.60
2372116	OKLAHOMA HOME CENTERS, IN	Misc. Supplies	01-01-00-6112	\$11.48
304716516	TERMINEX 22413	Pest Control	01-01-00-6112	\$90.00
3473	SHELTON'S PHOTOGRAPHY & D	On Site 9 Individuals - Plus Group Pictures	01-01-00-6114	\$300.00
423143	WALKER COMPANY (1975)	Employee Service - Kiptyn E. Baker Silver Ba	01-01-00-6114	\$26.50
50530624	B & H PHOTO-VIDEO (21504)	Audio Equipment for Live Broadcast (Mixer)	01-01-00-6311	\$394.00
59028	USTI(763)	Reintegrate custom bill print for PIN numbers	01-01-00-6311	\$200.00
S100108566.001	UTILITY TECHNOLOGY SERVICE	Two Meter Handhelds for meter reading	01-01-00-6311	\$7,800.00
JUNE 2011	O.M.A.G.(21303)	Building and Property Insurance for Fiscal Ye	01-01-00-6326	\$3,431.42
JUNE2011	O.M.A.G.(21302)	Workers' Compensation Insurance for Fiscal	01-01-00-6326	\$20,007.96
JUNE 2011	O.M.A.G.(425)	8	01-01-00-6326	\$8,488.95
5678	CRAWFORD & ASSOCIATES,P.C.	Professional Services-Accounting and Consul	01-01-00-6330	\$1,805.00
716795ER	AFLAC (20180)	Service Fee for Month May 2011	01-01-00-6346	\$33.00
2011-2012 FEES	O.M.L.(426)	FY- 2011-2012 Annual Service Fees	01-01-00-6350	\$6,502.63
JUNE2011	GODDARD ENTERPRISES (798)	Siren Maintenance	01-01-00-6372	\$200.00
		<b>Total</b>		<b>\$52,056.33</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$52,056.33</b>
OMJA 2032817	OKLAHOMA MUNICIPAL JUDGES	FY 2012 Membership Dues for Judge David	01-03-30-6048	\$35.00
		<b>Total FINANCE</b>		<b>\$35.00</b>
		<b>Total FINANCE</b>		<b>\$35.00</b>
89218	CIVICPLUS 22473	Addition of CodeRED and Online Payment Bu	01-04-45-6381	\$300.00
INV564	PANOPTO 22357	CourseCast Hosted Video - June 2011	01-04-45-6381	\$49.00
		<b>Total INFORMATION SERVICES</b>		<b>\$349.00</b>
		<b>Total INFORMATION SERVICES</b>		<b>\$349.00</b>
33	A CUT ABOVE LAWN SERVICE 2	Weed Abatement(s)	01-05-51-6354	\$585.00
		<b>Total CODE COMPLIANCE</b>		<b>\$585.00</b>
JUNE 2011	LOGAN CO. ECON. DEV. COUNCI	Per Agreement Attention: Kay Wade	01-05-53-6054	\$4,500.00
		<b>Total ECONOMIC DEVELOPMENT</b>		<b>\$4,500.00</b>
		<b>Total PLANNING</b>		<b>\$5,085.00</b>
925255	CENTER POINT LARGE PRINT (2	Large Print Standing Order - General Fiction,	01-06-60-6130	\$127.02
1081471348	RANDOM HOUSE, INC (21561)	Standing Order - 2 Adult per Month/2 Ch/J/Y/	01-06-60-6131	\$38.28
304716514	TERMINEX 22413	Pest Control	01-06-60-6387	\$50.00
		<b>Total LIBRARY</b>		<b>\$215.30</b>
		<b>Total LIBRARY</b>		<b>\$215.30</b>
INV142707	STANDLEY SYSTEMS(20709)	Repairs made to squad room printer.	01-07-70-6311	\$410.94
89587	RON'S MOBILE TIRE 506	Flat Fixed - Unit #17	01-07-70-6316	\$20.00
89604	RON'S MOBILE TIRE 506	Flat Fixed - Unit #17	01-07-70-6316	\$15.00

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

Invoice #	Vendor	Description	Account	Cost
89612	RON'S MOBILE TIRE 506	Flat Fixed - Unit #17	01-07-70-6316	\$266.00
89622	RON'S MOBILE TIRE 506	Flat Fixed - Unit #17	01-07-70-6316	\$10.00
89643	RON'S MOBILE TIRE 506	Flat Fixed - Unit #17	01-07-70-6316	\$263.00
APRIL CAR WA	SHINEY BAYS (22581)	April Car Wash Police Department	01-07-70-6316	\$306.90
8155	AMERICAN MUNICIPAL SERVICE	April Collection Fees	01-07-70-6340	\$84.00
REIMBURSEME	ANTHONY GIBBS (21409)	Meal Reimbursment - The Bullet Proof Mind	01-07-70-6343	\$12.29
ACCIDENT INVE	E. JOHNSTON, LLC INVESTIGATI	Accident Investigations - Training May 23 -24	01-07-70-6343	\$125.00
JUNE 2011	LOGAN COMMUNITY SERVICES,	Shelter Service	01-07-70-6345	\$125.00
		<b>Total POLICE ADMINISTRATION</b>		<b>\$1,638.13</b>
0030189-2176-1	WASTE MANAGEMENT (22106)	DEY - Dean Animals Fuel Surcharge Evf8-En	01-07-72-6114	\$97.47
		<b>Total ANIMAL CONTROL</b>		<b>\$97.47</b>
04-1109057	OKLA DEPARTMENT OF PUBLIC	OLETS FEE	01-07-79-6304	\$350.00
		<b>Total COMMUNICATIONS</b>		<b>\$350.00</b>
		<b>Total POLICE</b>		<b>\$2,085.60</b>
2032808	WORKS & LENTZ (20184)	Collection Services from January 2011 - April	01-09-92-6373	\$150.50
		<b>Total EMS</b>		<b>\$150.50</b>
		<b>Total FIRE</b>		<b>\$150.50</b>
14283	LOGAN COUNTY ASPHALT(1543)	Misc. Patching Sand Gravel	01-12-00-6113	\$156.75
14402	LOGAN COUNTY ASPHALT(1543)	Misc. Patching Sand Gravel	01-12-00-6113	\$832.20
179218	NAPA AUTO PARTS AND MACHI	Misc. Supplies for Street Repairs	01-12-00-6113	\$11.09
180231	NAPA AUTO PARTS AND MACHI	Misc. Supplies for Street Repairs	01-12-00-6113	\$50.86
180617	NAPA AUTO PARTS AND MACHI	Misc. Supplies for Street Repairs	01-12-00-6113	\$185.55
180661	NAPA AUTO PARTS AND MACHI	Misc. Supplies for Street Repairs	01-12-00-6113	\$101.67
2368173	OKLAHOMA HOME CENTERS, IN	Misc. Supplies for Street Maintenance Project	01-12-00-6113	\$107.38
2368791	OKLAHOMA HOME CENTERS, IN	Misc. Supplies for Street Maintenance Project	01-12-00-6113	\$134.91
2369131	OKLAHOMA HOME CENTERS, IN	Misc. Supplies for Street Maintenance Project	01-12-00-6113	\$31.89
2369911	OKLAHOMA HOME CENTERS, IN	Misc. Supplies for Street Maintenance Project	01-12-00-6113	\$46.42
2370015	OKLAHOMA HOME CENTERS, IN	Misc. Supplies for Street Maintenance Project	01-12-00-6113	\$50.52
2370048	OKLAHOMA HOME CENTERS, IN	Misc. Supplies for Street Maintenance Project	01-12-00-6113	\$13.47
2370064	OKLAHOMA HOME CENTERS, IN	Misc. Supplies for Street Maintenance Project	01-12-00-6113	\$29.99
10089909	PMSI (PAVING MAINTENANCE S	Paint and Screen for Paint Machine	01-12-00-6113	\$150.06
2032761	PETTY'S PIT STOP (22340)	Fuel Card did not work	01-12-00-6118	\$2.67
0266989	UNITED ENGINES (787)	New Pump for Gutter Broom on TYPSCO Stre	01-12-00-6316	\$807.43
10564	HOMETOWN RENTAL & FEED(16	Repairs and Parts for Saws Street Maintenan	01-12-00-6317	\$69.49
89439	RON'S MOBILE TIRE 506	Misc. Tire Repair	01-12-00-6317	\$6.00
89481	RON'S MOBILE TIRE 506	Misc. Tire Repair	01-12-00-6317	\$10.00
89540	RON'S MOBILE TIRE 506	Misc. Tire Repair	01-12-00-6317	\$30.00
89560	RON'S MOBILE TIRE 506	Misc. Tire Repair	01-12-00-6317	\$10.00
89580	RON'S MOBILE TIRE 506	Misc. Tire Repair	01-12-00-6317	\$25.00
89590	RON'S MOBILE TIRE 506	Misc. Tire Repair	01-12-00-6317	\$200.00
		<b>Total</b>		<b>\$3,063.35</b>
		<b>Total STREET</b>		<b>\$3,063.35</b>
P38524	C. L. BOYD COMPANY, INC. (71)	John Deere Parts	01-14-41-6116	\$131.74
204408	FORMAN HARLEY DAVIDSON 2	Motorcycle Parts for Units 35 and 36	01-14-41-6116	\$6.00
3772835	JC WHITNEY & COMPANY 22711	Misc Automotive Parts and Accessories	01-14-41-6116	\$3.00
3777786	JC WHITNEY & COMPANY 22711	Misc Automotive Parts and Accessories	01-14-41-6116	\$199.96

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

Invoice #	Vendor	Description	Account	Cost
APRIL 2011 CAR	SHINEY BAYS (22581)	Car Wash - Fleet/GPWA	01-14-41-6116	\$103.00
		<b>Total FLEET MAINTENANCE</b>		<b>\$443.70</b>
		<b>Total FLEET MAINTENANCE</b>		<b>\$443.70</b>
000056222771	WINFIELD SOLUTIONS formerly E	Chemicals for Weed Control	01-15-11-6104	\$1,039.01
0001907	HURLEY PLUMBING 267	Restroom Repairs at Mineral Wells	01-15-11-6110	\$94.30
2032536.	WILLOBY'S WHOLESALE (631)	Ice and Water	01-15-11-6110	\$76.88
649138	GOOCH-SMITH ELECTRIC(1279)	Cemetery Flag Pole Light, Guthrie Lake Restr	01-15-11-6112	\$95.00
649139	GOOCH-SMITH ELECTRIC(1279)	Cemetery Flag Pole Light, Guthrie Lake Restr	01-15-11-6112	\$126.00
2369764	OKLAHOMA HOME CENTERS, IN	Building Supplies	01-15-11-6112	\$7.32
2370102	OKLAHOMA HOME CENTERS, IN	Building Supplies	01-15-11-6112	\$30.47
2370317	OKLAHOMA HOME CENTERS, IN	Building Supplies	01-15-11-6112	\$7.32
2370925	OKLAHOMA HOME CENTERS, IN	Building Supplies	01-15-11-6112	\$16.47
2371388	OKLAHOMA HOME CENTERS, IN	Building Supplies	01-15-11-6112	\$103.97
2371814	OKLAHOMA HOME CENTERS, IN	Building Supplies	01-15-11-6112	\$4.78
1606-46	WARREN MONUMENT CO., INC. (	Highland Pond Monument Repair and ReSet	01-15-11-6112	\$330.00
180410	NAPA AUTO PARTS AND MACHI	Misc. Vehicle Parts	01-15-11-6316	\$67.96
180940	NAPA AUTO PARTS AND MACHI	Misc. Vehicle Parts	01-15-11-6316	\$19.08
181495	NAPA AUTO PARTS AND MACHI	Misc. Vehicle Parts	01-15-11-6316	\$67.50
181586	NAPA AUTO PARTS AND MACHI	Misc. Vehicle Parts	01-15-11-6316	\$61.38
S14416	WALKER TIRES(160)	Tires for Vehilce #131	01-15-11-6316	\$7.50
S14432	WALKER TIRES(160)	Tires for Vehilce #131	01-15-11-6316	\$7.50
S14457	WALKER TIRES(160)	Tires for Vehilce #131	01-15-11-6316	\$7.50
S14475	WALKER TIRES(160)	Tires for Vehilce #131	01-15-11-6316	\$139.00
0218-447321	O'REILLY AUTO PARTS (952)	Parts for Mower and Power Equipment	01-15-11-6317	\$31.99
0218-448682	O'REILLY AUTO PARTS (952)	Parts for Mower and Power Equipment	01-15-11-6317	\$12.83
0218-451000	O'REILLY AUTO PARTS (952)	Parts for Mower and Power Equipment	01-15-11-6317	\$43.06
641103-0001	PIONEER EQUIPMENT RENTAL,	Mower Parts	01-15-11-6317	\$98.60
		<b>Total PARKS</b>		<b>\$2,495.42</b>
		<b>Total PARKS &amp; PUBLIC GROUNDS</b>		<b>\$2,495.42</b>
		<b>Total GENERAL FUND</b>		<b>\$65,979.20</b>
304418300	TERMINEX 22413	Pest Control	20-21-00-6112	\$67.00
3496	FORMS PLUS (185)	Second Notice - Utility Bill	20-21-00-6308	\$801.09
3497	FORMS PLUS (185)	Second Notice - Utility Bill	20-21-00-6308	\$393.62
5678A	CRAWFORD & ASSOCIATES,P.C.	Consulting Service - Other Services - Rural	20-21-00-6373	\$6,904.90
		<b>Total</b>		<b>\$8,166.61</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$8,166.61</b>
BSW251119	BRENNTAG SOUTHWEST, INC. (	Ferric Chloride	20-23-00-6104	\$5,802.42
BSW252658	BRENNTAG SOUTHWEST, INC. (	Ferric Chloride	20-23-00-6104	\$5,761.14
SU13823	ACCURATE ENVIRONMENTAL, L	Blanket (Lab Supplies)	20-23-00-6109	\$196.70
2371251	OKLAHOMA HOME CENTERS, IN	Misc Supplies for Water Treatment Plant	20-23-00-6317	\$44.94
2371476	OKLAHOMA HOME CENTERS, IN	Misc Supplies for Water Treatment Plant	20-23-00-6317	\$6.63
383045	UTILITY SUPPLY OF AMERICA (	Blanket for Water Treatment Plant	20-23-00-6317	\$66.56
		<b>Total</b>		<b>\$11,878.39</b>
		<b>Total WATER PLANT</b>		<b>\$11,878.39</b>
2372111	OKLAHOMA HOME CENTERS, IN	Misc. Tools	20-24-00-6102	\$17.49
91679	SOUTHWEST CHEMICAL (20977)	Blanket for Sodium Bisulfite	20-24-00-6104	\$1,747.50

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

Invoice #	Vendor	Description	Account	Cost
1D28011	ACCURATE ENVIRONMENTAL, L	Testing	20-24-00-6109	\$150.00
1E03013	ACCURATE ENVIRONMENTAL, L	Testing	20-24-00-6109	\$160.00
1E05041	ACCURATE ENVIRONMENTAL, L	Testing Blanket	20-24-00-6109	\$200.00
1E10014	ACCURATE ENVIRONMENTAL, L	Testing Blanket	20-24-00-6109	\$60.00
2032828	WILLOBY'S WHOLESALE (631)	Misc. Safety Apparel	20-24-00-6110	\$98.96
181385	NAPA AUTO PARTS AND MACHI	Misc. Supplies Blanket	20-24-00-6312	\$120.56
181393	NAPA AUTO PARTS AND MACHI		20-24-00-6312	(\$15.00)
181554	NAPA AUTO PARTS AND MACHI	Misc. Supplies Blanket	20-24-00-6312	\$16.52
181641	NAPA AUTO PARTS AND MACHI	Misc. Supplies Blanket	20-24-00-6312	\$201.99
2371437	OKLAHOMA HOME CENTERS, IN	Misc. Supplies	20-24-00-6312	\$12.99
2807	S & D ELECTRIC MOTOR SHOP	Emergency Repair of 10HP Zoeller Pump for	20-24-00-6312	\$1,608.86
		<b>Total</b>		<b>\$4,379.87</b>
		<b>Total WASTE WATER TREATMENT PLANT</b>		<b>\$4,379.87</b>
MAY2011 L PAY	LAURA E. PAYNE 22395	Surface Damage on New 24" Raw Water Line	20-27-00-6119	\$388.50
MAY2011 L. BA	LOIS J. BACKHAUS 22396	Surface Damage on New 24" Raw Water Line	20-27-00-6119	\$1,500.00
2366732	OKLAHOMA HOME CENTERS, IN		20-27-00-6119	(\$4.99)
2368483	OKLAHOMA HOME CENTERS, IN	Small Plumbing Fittings	20-27-00-6119	\$26.90
2369270	OKLAHOMA HOME CENTERS, IN	Small Plumbing Fittings	20-27-00-6119	\$26.90
2369624	OKLAHOMA HOME CENTERS, IN	Small Plumbing Fittings	20-27-00-6119	\$20.97
2370163	OKLAHOMA HOME CENTERS, IN	Small Plumbing Fittings	20-27-00-6119	\$18.63
2370669	OKLAHOMA HOME CENTERS, IN	Small Plumbing Fittings	20-27-00-6119	\$40.35
2378677	OKLAHOMA HOME CENTERS, IN	Small Plumbing Fittings	20-27-00-6119	\$32.99
4/29/2011 W.BA	WALTER E. BACKHAUS 22398	Surface Damage on the New 24" Raw Water	20-27-00-6119	\$388.50
180561	NAPA AUTO PARTS AND MACHI	Oil, Grease and Small Parts	20-27-00-6317	\$33.40
87524	RON'S MOBILE TIRE 506	Tire Repairs and Replacements for Line Main	20-27-00-6317	\$20.00
87526	RON'S MOBILE TIRE 506	Tire Repairs and Replacements for Line Main	20-27-00-6317	\$10.00
87807	RON'S MOBILE TIRE 506	New Tires on Trucks and Equipment	20-27-00-6317	\$636.78
89496	RON'S MOBILE TIRE 506	Tire Repairs and Replacements for Line Main	20-27-00-6317	\$5.00
89621	RON'S MOBILE TIRE 506	New Tires on Trucks and Equipment	20-27-00-6317	\$679.00
000235	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$7.20
000241	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$9.00
000243	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$11.40
000247	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$9.00
000302	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$10.20
000306	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$21.00
000307	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$15.00
00236	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$13.12
		<b>Total</b>		<b>\$3,918.85</b>
		<b>Total LINE MAINTENANCE</b>		<b>\$3,918.85</b>
2404537	H.I.S. PAINTS 1308	Paint for Municipal Swimming Pool	20-29-00-6112	\$560.26
2032722	OKLA STATE DEPARTMENT OF	Municipal Swimming Pool Renewal License	20-29-00-6112	\$125.00
		<b>Total</b>		<b>\$685.26</b>
		<b>Total MUNICIPAL POOL</b>		<b>\$685.26</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$29,028.98</b>
B1767627	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$57.05
B1770885	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$60.67
B1771842	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$28.12

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

Invoice #	Vendor	Description	Account	Cost
B1772900	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$45.25
B1775677	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$22.75
B1780896	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$84.41
B1781799	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$27.30
B1783516	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$36.55
B1783616	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$29.04
B1783917	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$196.05
B1783918	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$10.68
B1784116	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$28.50
B1785460	BRODART(289)	Juvenile and Adult books Standing Order	30-30-06-6541	\$24.44
1187596	LIBRARIAN'S BOOK EXPRESS	2 5 Juvenile Non-Fiction Titles	30-30-06-6541	\$108.13
4189638	UPSTART (22212)	Library Supplies	30-30-06-6541	\$100.69
		<b>Total LIBRARY</b>		<b>\$859.63</b>
		<b>Total GRANTS</b>		<b>\$859.63</b>
		<b>Total GRANTS FUND</b>		<b>\$859.63</b>
74685094	DELL FINANCIAL (21623)	Monthly Lease Payment on Server	54-54-04-6706	\$486.48
74721445	DELL FINANCIAL (21623)	Monthly Lease Payment for Admin/Payroll 81	54-54-04-6706	\$77.99
2096628	SUSQUEHANNA COMM. FINANC	Lease BroadCastPix	54-54-04-6706	\$523.38
		<b>Total INFORMATION SERVICES</b>		<b>\$1,087.85</b>
JUNE/2011	BANCFIRST(884)	Loan for Upgrade for both Cameras trucks	54-54-27-6706	\$1,116.00
		<b>Total LINE MAINTENANCE</b>		<b>\$1,116.00</b>
		<b>Total FACILITIES</b>		<b>\$2,203.85</b>
JUNE 2011	FARMERS & MERCHANTS BANK(	Dodge Charger (Police Vehicles)	54-56-07-6707	\$641.86
JUNE2011	FARMERS & MERCHANTS BANK(	2009 Chevrolet Tahoe (Police Vehicles)	54-56-07-6707	\$720.30
JUNE.2011	OKLAHOMA STATE BANK (22069	Four - 2009 Dodge Chargers (Police Vehicle	54-56-07-6707	\$3,232.30
		<b>Total POLICE DEPARTMENT</b>		<b>\$4,594.46</b>
JUNE 2011	OKLAHOMA STATE BANK (22069	10 Wheel Dump Truck with Attachments	54-56-12-6708	\$2,031.00
		<b>Total STREET DEPARTMENT</b>		<b>\$2,031.00</b>
JUNE2011	OKLAHOMA STATE BANK (22069	3 New Chevrolet Truck Silverado	54-56-23-6711	\$715.00
		<b>Total PURCHASING/ACCOUNTS PAYABLE</b>		<b>\$715.00</b>
TRACK HOE PA	OKLAHOMA STATE BANK (22069	Track Hoe Payment	54-56-26-6721	\$46,429.37
		<b>Total CONVENIENCE CENTER</b>		<b>\$46,429.37</b>
JUNE2011	OKLAHOMA STATE BANK (22069	3 New Chevrolet Truck Silverado	54-56-27-6708	\$835.00
JUNE2011	OKLAHOMA STATE BANK (22069	3 New Chevrolet Truck Silverado	54-56-27-6711	\$634.00
		<b>Total LINE MAINTENANCE</b>		<b>\$1,469.00</b>
		<b>Total VEHICLES &amp; EQUIPMENT</b>		<b>\$55,238.83</b>
		<b>Total CAPITAL PROJECTS</b>		<b>\$57,442.68</b>
#4203416	OKLAHOMA CORPORATION CO	Registration Fees for Fuel Tanks at the Airpor	98-98-00-6112	\$75.00
304716515	TERMINEX 22413	Pest Control	98-98-00-6112	\$52.00
10890	HOMETOWN RENTAL & FEED(16	Spool Ring Lock for Redmax Weed Eater	98-98-00-6317	\$49.75
6675	O.M.A.G. (22004)	Public Official Liability Insurance Policy Rene	98-98-00-6329	\$6,759.62
		<b>Total</b>		<b>\$6,936.37</b>
10071271-4	GARVER ENGINEERING 22519	Administrative Services & Meeting Task Orde	98-98-93-6373	\$1,140.00

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

Invoice #	Vendor	Description	Account	Cost
		<b>Total LAND ACQUISITION</b>		<b>\$1,140.00</b>
		<b>Total AIRPORT FUND</b>		<b>\$8,076.37</b>
		<b>Total AIRPORT FUND</b>		<b>\$8,076.37</b>
JUNE2011	OKLAHOMA DEPARTMENT OF C	Spirit Wing Loan	99-99-00-6702	\$1,041.67
JUNE2011	LOGAN CO. ECON. DEV. COUNCI	LCEDC Excel Jet Loan	99-99-00-6704	\$2,786.37
JUNE 2011	BANCFIRST(884)	Excel Jet Loan	99-99-00-6705	\$2,063.00
		<b>Total</b>		<b>\$5,891.04</b>
		<b>Total GUTHRIE INDUSTRIAL DEVLEOPMENT</b>		<b>\$5,891.04</b>
		<b>Total GUTHRIE INDUSTRIAL DEVELOPMENT</b>		<b>\$5,891.04</b>
		<b>Total All Funds</b>		<b>\$167,277.90</b>

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

Invoice #	Vendor	Description	Account	Cost
PR3366-1	AETNA - MIDDLETOWN 22051		01-00-00-2031	\$107.00
PR3373-1	AETNA - MIDDLETOWN 22051		01-00-00-2031	\$107.00
PR3366-1	PRINCIPAL FINANCIAL GROUP 2		01-00-00-2031	\$1,743.28
PR3373-1	PRINCIPAL FINANCIAL GROUP 2		01-00-00-2031	\$1,776.13
PR3366-1	AETNA - MIDDLETOWN 22051		01-00-00-2032	\$263.42
PR3373-1	AETNA - MIDDLETOWN 22051		01-00-00-2032	\$285.33
PR3366-1	PRINCIPAL FINANCIAL GROUP 2		01-00-00-2032	\$13,658.81
PR3373-1	PRINCIPAL FINANCIAL GROUP 2		01-00-00-2032	\$17,598.68
		<b>Total</b>		<b>\$35,539.65</b>
		<b>Total</b>		<b>\$35,539.65</b>
000819	SAM'S CLUB DIRECT COMMERC	Misc Suppleis	01-01-00-6100	\$77.86
000819	SAM'S CLUB DIRECT COMMERC	Misc. Supplies	01-01-00-6103	\$111.80
000819	SAM'S CLUB DIRECT COMMERC	Coffee Supplies	01-01-00-6114	\$391.45
2954	UNIQUE DESIGNS (21785)	Garage Sale Signs	01-01-00-6308	\$808.74
6579913661	VERIZON WIRELESS (21875)		01-01-00-6318	\$286.62
5742	CRAWFORD & ASSOCIATES,P.C.	Professional Services-Accounting and Consul	01-01-00-6330	\$2,780.00
		<b>Total</b>		<b>\$4,456.47</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$4,456.47</b>
CNIN091452BMI	BMI SYSTEMS, INC. 664	Maintenance for 3rd Floor Copier	JJM01895 01-02-23-6317	\$127.21
		<b>Total PURCHASING/ACCOUNTS PAYABLE</b>		<b>\$127.21</b>
		<b>Total ADMINISTRATION</b>		<b>\$127.21</b>
CNIN091453BMI	BMI SYSTEMS, INC. 664	Monthly Maintenance for Finance Canon Copi	01-03-30-6317	\$226.96
		<b>Total FINANCE</b>		<b>\$226.96</b>
		<b>Total FINANCE</b>		<b>\$226.96</b>
MAY 2011.	COX COMMUNICATIONS(20698)	City Hall and Fire Dept. Internet services	01-04-45-6381	\$39.95
MAY/2011	COX COMMUNICATIONS(20698)	City Hall and Fire Dept. Internet services	01-04-45-6381	\$239.95
		<b>Total INFORMATION SERVICES</b>		<b>\$279.90</b>
		<b>Total INFORMATION SERVICES</b>		<b>\$279.90</b>
CNIN092825BMI	BMI SYSTEMS, INC. 664	Maintenance for Copier in Planning Departme	01-05-50-6317	\$30.36
		<b>Total COMMUNITY DEVELOPMENT</b>		<b>\$30.36</b>
		<b>Total PLANNING</b>		<b>\$30.36</b>
CNIN092331BMI	BMI SYSTEMS, INC. 664	Monthly Maintenance for Library Copier	01-06-60-6317	\$286.89
		<b>Total LIBRARY</b>		<b>\$286.89</b>
		<b>Total LIBRARY</b>		<b>\$286.89</b>
000819	SAM'S CLUB DIRECT COMMERC	Coffee Supplies	01-07-70-6114	\$391.44
CNIN092343BMI	BMI SYSTEMS, INC. 664	Maintenance for Police Department Copier (S	01-07-70-6317	\$208.45
REIMBURSMEN	MARK BRUNING (20292)	Reimbursement for Extra Money Spent in Sa	01-07-70-6343	\$110.00
		<b>Total POLICE ADMINISTRATION</b>		<b>\$709.89</b>
		<b>Total POLICE</b>		<b>\$709.89</b>
160102	JOHN VANCE MOTORS(602)	Repairs for Damages to 2006 Ford F550	01-09-90-6316	\$5,944.13
		<b>Total SUPPRESSION</b>		<b>\$5,944.13</b>

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

Invoice #	Vendor	Description	Account	Cost
		<b>Total FIRE</b>		<b>\$5,944.13</b>
32585	MIDWEST PUBLISHING COMPAN	Envelopes for Honor Boxes	01-15-11-6112	\$588.00
		<b>Total PARKS</b>		<b>\$588.00</b>
		<b>Total PARKS &amp; PUBLIC GROUNDS</b>		<b>\$588.00</b>
		<b>Total GENERAL FUND</b>		<b>\$48,189.46</b>
PR3366-2	AETNA - MIDDLETOWN 22051		20-00-00-2031	\$23.90
PR3373-2	AETNA - MIDDLETOWN 22051		20-00-00-2031	\$23.90
PR3366-2	PRINCIPAL FINANCIAL GROUP 2		20-00-00-2031	\$26.56
PR3373-2	PRINCIPAL FINANCIAL GROUP 2		20-00-00-2031	\$26.56
PR3366-2	AETNA - MIDDLETOWN 22051		20-00-00-2032	\$68.86
PR3373-2	AETNA - MIDDLETOWN 22051		20-00-00-2032	\$65.73
PR3366-2	PRINCIPAL FINANCIAL GROUP 2		20-00-00-2032	\$3,605.80
PR3373-2	PRINCIPAL FINANCIAL GROUP 2		20-00-00-2032	\$3,441.90
		<b>Total</b>		<b>\$7,283.21</b>
		<b>Total</b>		<b>\$7,283.21</b>
000819	SAM'S CLUB DIRECT COMMERC	Coffee Supplies	20-21-00-6114	\$348.61
CNIN92339BMI	BMI SYSTEMS, INC. 664	Monthly Maintenance for GPWA Copier (JJM	20-21-00-6317	\$123.98
6579913661	VERIZON WIRELESS (21875)	Cell Phone Monthly Services 2010-2011	20-21-00-6318	\$216.23
		<b>Total</b>		<b>\$688.82</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$688.82</b>
2032801	CHILDS WELDING 1760	Welding Repairs to Sand Filters/ Municipal P	20-29-00-6317	\$240.00
		<b>Total</b>		<b>\$240.00</b>
		<b>Total MUNICIPAL POOL</b>		<b>\$240.00</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$8,212.03</b>
COG-03-11	WIND ENERGY CONSULTING 2	Contractural Engineering Services - Wind Tur	30-30-02-6589	\$4,069.62
		<b>Total ADMINISTRATION</b>		<b>\$4,069.62</b>
000819	SAM'S CLUB DIRECT COMMERC	Coffee Supplies	30-30-06-6541	\$89.80
		<b>Total LIBRARY</b>		<b>\$89.80</b>
		<b>Total GRANTS</b>		<b>\$4,159.42</b>
		<b>Total GRANTS FUND</b>		<b>\$4,159.42</b>
CNIN091517BMI	BMI SYSTEMS, INC. 664	Copier Lease for 6 Copiers (JJM00477), (JJM	54-54-02-6705	\$308.00
CNIN091732BMI	BMI SYSTEMS, INC. 664	Copier Lease for 6 Copiers (JJM00477), (JJM	54-54-02-6705	\$574.39
CNIN092268BMI	BMI SYSTEMS, INC. 664	Copier Lease for 6 Copiers (JJM00477), (JJM	54-54-02-6705	\$574.39
CNIN092330BMI	BMI SYSTEMS, INC. 664	Copier Lease for 6 Copiers (JJM00477), (JJM	54-54-02-6705	\$260.00
CNIN092340BMI	BMI SYSTEMS, INC. 664	Copier Lease for 6 Copiers (JJM00477), (JJM	54-54-02-6705	\$308.00
CNIN092342BMI	BMI SYSTEMS, INC. 664	Copier Lease for 6 Copiers (JJM00477), (JJM	54-54-02-6705	\$260.00
CNIN092825BMI	BMI SYSTEMS, INC. 664	Copier Lease for 6 Copiers (JJM00477), (JJM	54-54-02-6705	\$179.00
		<b>Total ADMINISTRATION</b>		<b>\$2,463.78</b>
		<b>Total FACILITIES</b>		<b>\$2,463.78</b>
		<b>Total CAPITAL PROJECTS</b>		<b>\$2,463.78</b>
15-151390-006 R MISCELLANEOUS			71-00-00-5555	\$30.89

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

Invoice #	Vendor	Description	Account	Cost
		<b>Total</b>		<b>\$30.89</b>
		<b>Total</b>		<b>\$30.89</b>
		<b>Total UTILITY DEPOSIT FUND</b>		<b>\$30.89</b>
PR3366-1	AETNA - MIDDLETOWN 22051		98-00-00-2032	\$3.13
PR3373-1	AETNA - MIDDLETOWN 22051		98-00-00-2032	\$3.13
PR3366-1	PRINCIPAL FINANCIAL GROUP 2		98-00-00-2032	\$163.90
PR3373-1	PRINCIPAL FINANCIAL GROUP 2		98-00-00-2032	\$163.90
		<b>Total</b>		<b>\$334.06</b>
		<b>Total</b>		<b>\$334.06</b>
		<b>Total AIRPORT FUND</b>		<b>\$334.06</b>
		<b>Total All Funds</b>		<b>\$63,389.64</b>

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**Agenda Item Cover Letter**

<b>Meeting</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> June 07, 2011	<b>Contact</b> Maxine Pruitt, M S Director
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**Agenda Item**

Consider Approval of the Renewal of the Master Task Order Agreement between the Guthrie Public Works Authority and Myers Engineering.

**Summary**

The current Master Task Order Agreement with Myers Engineering is ready for renewal. This agreement was devised to implement the use of Task Orders so that the GPWA has more control over the expenditures relating to engineering professional services. The Task Orders are issued as needed for specific jobs that require engineering services. The Task Orders originate in the Administration Office of the Guthrie Public Works Authority where numbers are assigned prior to being sent to the engineer. When the engineer receives the T.O. the job requested is evaluated and an amount for services is applied and return to the GPWA for approval. Once the T.O. is reviewed and approved for appropriate charges, a purchase order is issued to encumber the funds. This eliminates duplication of work and gives the engineer's office a point of contact. This agreement is non-exclusive and allows the hiring of other engineering firms should the need arise. It also gives the GPWA the right to terminate the contract if so desired without cause.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	_____ <b>Amount</b> _____		
<b>Legal Review</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	<b>Completed Date:</b> <u>05-12-2011</u>
<b>Mayor's Appt.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

**Supporting documents attached**

**Attachment #1:**

- Master Task Order Agreement

**Recommendation**

Mayor recommends approval.

**Action Needed**     Public Hearing     Motion     Emergency Clause

**MYERS**  
*Engineering*

CONSULTING ENGINEERS, INC.

*Since 1937*

MASTER TASK ORDER  
DOCUMENTS  
FOR  
GUTHRIE PUBLIC WORKS  
AUTHORITY

13911 Quail Pointe Drive, Oklahoma City, OK 73134  
405.755.5325 Fax 755.5373 <http://www.mece.us.com>

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES  
TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between  
\_\_\_\_\_  
Guthrie Public Works Authority ("Owner") and  
\_\_\_\_\_  
Myers Engineering, Consulting Engineers, Inc. ("Engineer").

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

Owner and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Schedule of Engineer's Services."
- B. The general format of a Task Order is shown in Attachment 1 to this Agreement.
- C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, Engineer's services, Engineer's compensation, and all other appropriate matters.

**1.02 Task Order Procedure**

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

**2.01 General**

- A. Owner shall have the responsibilities set forth herein, in Exhibit B, "Schedule of Owner's Responsibilities," and in each Task Order.

- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

### ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

#### 3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for one year (1) and is renewable annually for a period of five (5) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

#### 3.02 *Times for Rendering Services*

- A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

### ARTICLE 4 – PAYMENTS TO ENGINEER

#### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. the compounded amount due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. ~~*Legislative Actions.* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.~~

### ARTICLE 5 – OPINIONS OF COST

#### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

#### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and the Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of the Effective Date of each Task Order. Changes to these requirements after the Effective Date of each Task Order may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- G. Engineer shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in

progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.

- H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- J. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C-700, 2002 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.

#### 6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished by Engineer, if Owner does not retain Engineer, by Task Order or otherwise, for project observation, or review of a Contractor's performance, or any construction phase services, and such services will be provided by Owner or others, then (1) Engineer shall have no design or shop drawing review obligations during construction; (2) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (3) Owner waives any claims against the Engineer that may be in any way connected thereto. In such a case, Engineer's Basic Services under the applicable Task Order will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A and the Task Order.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files

agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a license to use the Documents on the Specific Project, extensions of the Specific Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Specific Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 Insurance

- A. At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project.
- B. At all times when any Task Order is under performance, Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to a Specific Project.
- C. Owner shall require Contractors to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee, and to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services under any Task Order and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- F. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.05 *Suspension and Termination*

A. *Suspension*

- 1. **By Owner:** Owner may suspend a Task Order upon seven days written notice to Engineer.
- 2. **By Engineer:** If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.

B. *Termination.* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

- 1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.
  - b. **By Engineer:**
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
    - 3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner. Owner may terminate this contract on written notice to the Engineer at any time with or without cause at Owner's sole option.

C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

D. *Payments Upon Termination*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the principal office of the Owner is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal

representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.
- D. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

#### 6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

#### 6.09 *Environmental Condition of Site*

- A. With respect to each Task Order, Specific Project, and Site:
  - 1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
  - 2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

3. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause on 30 days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or

destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Specific Project.

#### 6.11 *Miscellaneous Provisions*

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

- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Applicability to Task Orders.* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:
  1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
  2. *Additional Services* – Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
  3. *Agreement* – This "Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.
  4. *Application for Payment* – The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services* – Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
7. *Bid* – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
8. *Bidding Documents* – The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
9. *Change Order* – A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
11. *Construction Agreement* – The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning the Work.
13. *Construction Cost* – The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner’s costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer’s Consultants.
15. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and a Contractor, Addenda (which pertain to the Contract Documents), a

contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

16. *Contract Price* – The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times* – The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
18. *Contractor* – An individual or entity with whom Owner enters into a Construction Agreement for a Specific Project.
19. *Correction Period* – The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
21. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement* – The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

25. *Effective Date of the Task Order* – The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Field Order* – A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
27. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
28. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
29. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
30. *PCBs* – Polychlorinated biphenyls.
31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. *Record Drawings* – The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
34. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.
35. *Resident Project Representative* – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative will be as set forth in each Task Order.

36. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
37. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
38. *Site* – Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
39. *Specifications* – That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
40. *Specific Project* – An undertaking of Owner as set forth in a Task Order.
41. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
42. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.
43. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
44. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
45. *Work* – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive* – A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
47. *Written Amendment* – A written amendment of the Contract Documents signed by Owner and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits

Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes		Attachment I – Task Order Form
Yes	A	Schedule of Engineer's Services
Yes	B	Schedule of Owner's Responsibilities
Yes	C	Payments to Engineer for Services and Reimbursable Expenses
Yes	D	Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative
Yes	E	Notice of Acceptability of Work (Form)
Yes	F	Construction Cost Limit
Yes	G	Insurance
No	H	Dispute Resolution
Yes	I	Allocation of Risks
No	J	Reserved
Yes	K	Amendment to Task Order (Form)

### 8.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 19 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Amendments to Task Orders shall be in writing, based upon the format provided in Exhibit K, "Amendment to Task Order."

8.03 *Designated Representatives*

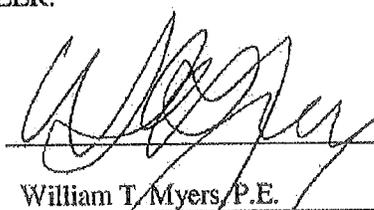
- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order shall likewise designate representatives of the two parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Chuck Burtcher

Name: William T. Myers, P.E.

Title: Chairman

Title: President

Engineer License or Firm's  
Certificate No. (if required by law) 121  
State of: Oklahoma

Date Signed: \_\_\_\_\_

Date Signed: 5-18-11

Address for giving notices:

Address for giving notices:

Guthrie Public Works Authority

Myers Engineering, Consulting Engineers, Inc.

P.O. Box 908

13911 Quail Pointe Drive

Guthrie, OK 73044

Oklahoma City, OK 73134

DESIGNATED REPRESENTATIVES  
(see Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE  
(see Paragraph 8.03.A):

Matt Mueller  
Maxine Pruitt

William T. Myers, P.E.

Title: City Manager  
Director of Municipal Services

Title: President

Phone Number: (405) 282-8400

Phone Number: (405) 755-5325

Facsimile Number: (405) 282-0091

Facsimile Number: (405) 755-5373

E-Mail: mmueller@cityofguthrie.com  
Address: mpruitt@cityofguthrie.com

E-Mail: billm@mece.us.com

This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_.

## Schedule of Engineer's Services

Services to be provided under a Task Order may include the following:

### **PART 1 – BASIC SERVICES**

#### **A.1.01 Study and Report Phase**

##### **A. The Engineer shall:**

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Exhibit B which are not part of Engineer's Basic Services, and, if requested, assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate the number of alternate solutions available to Owner listed in the Task Order for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. This Report will be accompanied by Engineer's opinion of Total Project Costs for each solution which is so recommended for a Specific Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by Engineer and, on the basis of information furnished by Owner, allowances for other items and services included within the definition of Total Project Costs.
6. Furnish the number of review copies of the Report to Owner within the time period set forth in the Task Order and review it with Owner.
7. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the Owner within the time period set forth in the Task Order.

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Exhibit A – Schedule of Engineer's Services

EJCDC E-505 Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition  
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- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

*A.1.02 Preliminary Design Phase*

- A. After determination by Owner of the scope, extent, character or design requirements of a Specific Project, including the acceptance with any specific modifications by Owner of Engineer's Report, if any, from a preceding phase or Specific Project, Engineer shall:
1. On the basis of the above acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
  2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
  3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  4. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, which will be itemized as provided in paragraph A.1.01.A.5.
  5. Furnish the Preliminary Design Phase documents to and review them with Owner.
  6. Submit to Owner the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Owner.

*A.1.03 Final Design Phase*

- A. After determination by Owner of the scope, extent, character, or design requirements of a Specific Project, including the acceptance of any specific modifications by Owner of a preceding phase or Specific Project, Engineer shall:
1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
  2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.

3. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, itemized as provided in paragraph A.1.01.A.5.
  4. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.
  5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Task Order.
- B. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to the Task Order whether or not the work under such contracts is to proceed concurrently.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established is identified in the Task Order.
- D. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.1.03.A.5 have been delivered to Owner.

#### A.1.04 Bidding or Negotiating Phase

##### A. The Engineer shall:

1. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
  2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
  4. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of the Task Order).

## A.1.05 Construction Phase

### A. Engineer shall:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [Note: For those Specific Projects for which Engineer will not be providing the services of an RPR, do not incorporate this paragraph A.1.05.A.2, and do not include Exhibit D.]
3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in paragraph B.2.01.0.
4. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Work in progress :
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Task Order and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. *Defective Work.* Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A.2.01.A.23 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor.* Render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in paragraph A.1.05.A.6.a are expressly subject to the limitations set forth in paragraph A.1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
  - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the

moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A.1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as provided in paragraph A.1.05.A.10.
- c. Engineer shall transmit these documents to Owner.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

17. *Final Notice of Acceptability of the Work.* Conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A.1.05.A.14.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 *Post-Construction Phase*

A. Engineer shall:

1. Provide assistance in connection with the testing and adjusting of Specific Project equipment or systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project, equipment, and systems.
  3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for, equipment and systems for the Specific Project.
  4. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
  5. In company with Owner or Owner's representative, provide an inspection of the Specific Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the Task Order, will terminate at the end of the Correction Period.

## **PART 2 – ADDITIONAL SERVICES**

### **A.2.01 Additional Services Requiring Owner's Authorization in Advance**

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in a Task Order.
  1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect project information with respect to Exhibit B.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Specific Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in the Task Order.
10. Services during out-of-town travel required of Engineer other than for visits to the Specific Project Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in the Task Order.

17. Providing assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
18. Preparing and furnishing to Owner, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to a Specific Project.
21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner under paragraph 6.01.G of the Agreement or a Task Order.
22. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
23. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
24. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
25. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected or delayed Work by a Contractor, or (b) default by a Contractor.
26. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to its Substantial Completion.
27. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.
28. Other services performed or furnished by Engineer not otherwise provided for in this Agreement or a Task Order.

*A.2.02 Additional Services Not Requiring Owner's Authorization in Advance*

- A. Engineer shall perform or furnish, without requesting or receiving specific advance authorization from Owner, the Additional Services of the types listed below. Engineer shall advise Owner in writing within seven days after beginning any such Additional Services. If Owner does not want

Engineer to continue to perform or furnish the services, Owner shall notify Engineer in writing to cease, and Engineer shall comply.

1. Additional or extended services during construction made necessary by (a) emergencies or acts of God endangering the Work, (b) the presence at the site of any Constituent of Concern, (c) Work damaged by fire or other cause during construction, or (d) acceleration of the progress schedule involving services beyond normal working hours.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_, \_\_\_\_\_.

### Schedule of Owner's Responsibilities

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Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

In addition to other responsibilities of Owner as set forth in this Agreement, with respect to each Task Order the Owner shall:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of the Specific Project.
- C. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Specific Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Site and adjacent areas.
  6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Task Order.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in the Task Order as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Task Order.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for the Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Specific Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Specific Project.
- I. Provide, as required for the Specific Project:
  1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Specific Project as Owner requires, a Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose a Contractor has used the moneys paid.
  4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling and legal advice) for Owner so that Engineer may assist the Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- M. If more than one prime contract is to be awarded for the Work of the Specific Project designed or specified by Engineer, designate in the Task Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for the Specific Project with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.
- Q. Additional Owner responsibilities:

This is **EXHIBIT C**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_.

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**Payments to Engineer for Services and Reimbursable Expenses**

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

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

*C.2.01 Method of Payment*

- A. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:
1. Method A: Lump Sum
  2. Method B: Standard Hourly Rates
  3. Method C: Not to Exceed

*C.2.02 Explanation of Methods*

A. Method A – Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C. Method C – Not To Exceed

1. For the specified category of services, the Owner shall pay Engineer a Not to Exceed Amount.
2. The Not to Exceed amount will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Not to Exceed amount to account for all labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Not to Exceed amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Not to Exceed amount.

C.2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Appendix 1 to this Exhibit C which shall be adjusted annually (as of January 1st) to reflect equitable changes in the rates.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.35.

#### C.2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 3.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

#### C.2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
  1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Standard Form of Agreement between Owner and Engineer for Professional Services -- Task Order Edition, dated \_\_\_\_\_.

**Reimbursable Expenses Schedule**

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Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates for reimbursable expenses effective on the date of this Agreement are:

*This section has been omitted.*

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

**Standard Hourly Rates Schedule**

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

MEMBER DESCRIPTION	DEPARTMENT	HOURLY RATE
CADD TECHNICIAN LEVEL 1	CADD	\$ 75.00
CADD TECHNICIAN LEVEL 2	CADD	\$ 110.00
INSPECTOR LEVEL 1	CONSTR. MGMT	\$ 81.25
INSPECTOR LEVEL 2	CONSTR. MGMT	\$ 105.00
PLANT OPERATOR/TRAINER	CONSTR. MGMT	\$ 82.50
ENGINEERING ASSISTANT-1	ENGR	\$ 65.00
ENGINEERING ASSISTANT-2	ENGR	\$ 75.00
ENGINEERING ASSISTANT-3	ENGR	\$ 85.00
ENGINEERING INTERN	ENGR	\$ 90.00
ENGINEERING TECHNICIAN	ENGR	\$ 80.00
PROJECT ENGINEER	ENGR	\$ 125.00
PROGRAM MANAGER	ENGR	\$ 90.00
PRINCIPAL ENGINEER	ENGR	\$ 150.00
CADD TECHNICIAN	SURVEY	\$ 75.00
GLOBAL POSITIONING	SURVEY	\$ 145.00
LICENSED SURVEYOR	SURVEY	\$ 105.00

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_, \_\_\_\_\_.

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

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

**D.1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree. If these services are not desired by Owner for a specific project, a letter must be provided to Engineer within 10 days of receipt of the task order, stating Owner's request.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A.1.05 of Exhibit A as incorporated in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
1. *General.* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
    - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary.
    - RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
    - RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings.* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison*
  - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents.* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications.* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does

not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

#### 9. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

#### 10. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

#### 11. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern..

12. *Payment Requests*

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

13. *Certificates, Operation and Maintenance Manuals*

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

14. *Completion*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- 3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services - Task Order Edition dated \_\_\_\_\_.

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**NOTICE OF ACCEPTABILITY OF WORK**

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**PROJECT:**

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**OWNER:**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:**

**CONSTRUCTION CONTRACT DATE:**

**ENGINEER:**

---

**To:**

OWNER

**And To:**

CONTRACTOR

**From:**

ENGINEER

---

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

**By:** \_\_\_\_\_

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

**Dated:** \_\_\_\_\_

---

Page 1 of 2  
Exhibit E - Notice of Acceptability of Work  
EJCDC E-505 Standard Form of Agreement Between Owner and Engineer for Professional Services—Task Order Edition  
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---

(Reverse side of Notice)

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of Engineer.
3. Said Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under Engineer's Agreement with Owner and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_, \_\_\_\_\_.

### **Construction Cost Limit**

---

Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

#### **F.5.02 Designing to Construction Cost Limit**

- A. A Construction Cost limit may be set forth in the Task Order.
- B. In such case, a bidding or negotiating contingency will be added to any Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of Engineer's Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated \_\_\_\_\_.

## Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

### G.5.04 Insurance

A. The limits of liability for the insurance required by paragraphs 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation:	Statutory
b. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage)	<u>\$1,000,000.00</u>
2) General Aggregate	<u>\$2,000,000.00</u>
3) Combined Single Limit (Bodily Injury and Property Damage – Each Accident)	<u>\$1,000,000.00</u>
c. Professional Liability --	
1) Each Claim Made	<u>\$1,000,000.00</u>
2) Annual Aggregate:	<u>\$1,000,000.00</u>

B. Additional Insureds

- ~~The following persons or entities are to be listed on Owner's general liability and property policies of insurance as additional insureds, as provided in Paragraph 6.04B--[N/A]~~
- During the term of this Agreement, the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
- The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

a. See Signature Page 18 of 18  
Engineer

---

b. See Signature Page 18 of 18  
Engineer's Consultant

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c. See Signature Page 18 of 18  
Engineer's Consultant

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Page 2 of 2

Exhibit G - Insurance

EJCDC E-505 Standard Form of Agreement Between Owner and Engineer for Professional Services—Task Order Edition  
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This is EXHIBIT I, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated \_\_\_\_\_.

## Allocation of Risks

### *I.6.10.A Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under such Task Order.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_, \_\_\_\_\_.

**Amendment To Task Order No.** \_\_\_\_\_

---

1. **Background Data:**

- a. Effective Date of Task Order Agreement:
- b. Owner:
- c. Engineer:
- d. Specific Project:

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

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Task Order

3. **Description of Modifications**

Attachment 1, "Modifications"  
[List other Attachments, if any]

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date

Signed: \_\_\_\_\_

ENGINEER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date

Signed: \_\_\_\_\_

This is Attachment 1, consisting of 1 page, to Amendment No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_; Task Order No. \_\_\_\_\_.

## **Modifications**

*[Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Task Order, the Agreement, or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]*

1. Engineer shall perform the following Additional Services:
  
2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
  
3. The responsibilities of Owner are modified as follows:
  
4. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
  
5. The schedule for rendering services is modified as follows:
  
6. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

**TASK ORDER  
(SUGGESTED FORMAT)**

This is Task Order No. 1,  
consisting of 3 pages.

**Task Order**

---

In accordance with paragraph 1.01 of the Standard Form of Agreement between Guthrie Public Works Authority and Myers Engineering, Consulting Engineers, Inc. for Professional Services – Task Order Edition, dated \_\_\_\_\_ ("Agreement"), Owner and Engineer agree as follows:

**1. Specific Project Data**

A. Title: \_\_\_\_\_

B. Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Services of Engineer**

*[Incorporate applicable text or paragraphs from Exhibit A, Schedule of Engineer's Services -- either by reference or by insertion here. Incorporate Exhibits D and/or F if applicable -- either by reference or by insertion here. Supplement or modify as needed for this specific Task Order.]*

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: *[Here state any additions or modifications to Exhibit B, for this Specific Project.]*

**4. Times for Rendering Services**

<u>Phase</u>	<u>Completion Date</u>
_____	_____
_____	_____
_____	_____

TASK ORDER  
(SUGGESTED FORMAT)

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
<i>Basic Services (Study and Report, Preliminary Design, Final Design, Bidding or Negotiating, Construction Phase)</i>	<i>Choose One: A. Lump Sum B. Standard Hourly Rates C. Not to Exceed</i>	
<i>Resident Project Representative and Post-Construction Phase Services</i>	<i>Choose One: A. Lump Sum B. Standard Hourly Rates C. Not to Exceed</i>	
<i>Additional Services</i>	<i>Choose One: A. [Omitted] B. Standard Hourly Rates C. Not to Exceed</i>	

C. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. **Consultants:**

7. **Other Modifications to Agreement:**

*[Supplement or modify Agreement and Exhibits, if appropriate.]*

8. **Attachments:**

9. **Documents Incorporated By Reference:**

TASK ORDER  
(SUGGESTED FORMAT)

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Maxine Pruitt

Name: William T. Myers, P.E.

Title: Director of Municipal Services

Title: President

Engineer License or Firm's  
Certificate No. CA 121  
State of: Oklahoma

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: Maxine Pruitt

Name: William T. Myers, P.E.

Title: Director of Municipal Services

Title: President

Address: Guthrie Public Works Authority,  
P.O. Box 908, Guthrie, OK  
73044

Address: Myers Engineering, Consulting  
Engineers, Inc., 13911 Quail Pointe  
Drive, Oklahoma City, OK 73134

E-Mail  
Address: mpruitt@cityofguthrie.com

E-Mail  
Address: billm@mece.us.com

Phone: (405) 282-8400

Phone: (405) 755-5325

Fax: (405) 282-0091

Fax: (405) 755-5373

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Agenda Item Cover Letter

Meeting

City Council

GPWA

Other: \_\_\_\_\_

Date of Meeting

June 07, 2011

Contact

Maxine Pruitt, M S

Director

Agenda Item

Consider Approval Allowing Staff to Solicit Bids When the Time is Appropriate for the Replacement of the Guthrie Public Works Facility and Out Buildings.

Summary

The Guthrie Public Works Facility and all of the out buildings took a direct hit from the May 24, 2011 tornado. The southwest end of the main building was destroyed along with 3 out buildings. Staff is working with OMAG getting necessary information for rebuilding. Staff is asking for approval to bid at this time so that we can be ready to move as soon as the insurance documents are approved and ready.

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

Supporting documents attached:

Recommendation

Mayor recommends approval.

Action Needed  Public Hearing  Motion  Emergency Clause

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Agenda Item Cover Letter

Meeting: City Council, GPWA, Other: Date of Meeting: June 7, 2011 Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of the Quit Claim Deed from Guthrie Public Works Authority to City of Guthrie the property located at Guthrie-Edmond Regional Airport described as a part of the Northwest Quarter of Section 21, Township 16 North, Range 2 West of the Indian Meridian, also known as Bross Property.

Summary

Oklahoma Aeronautics Commission (OAC) has requested property purchased through OAC Grants be titled in City of Guthrie. The reason for the request is the grant documents are between the City of Guthrie and Oklahoma Aeronautics Commission. The proposed Quit Claim Deed is accomplishing OAC's request.

Funding Expected: Revenue, Expenditure, Budgeted: Yes, No, Account Number: N/A, Amount: N/A, Legal Review: N/A, Required, Completed Date: 05-25-2011, Mayor's Appt.: Yes, No

Supporting documents attached

- Quit Claim Deed

Recommendation

Staff recommends approval.

Action Needed: Public Hearing, Motion, Emergency Clause

QUIT CLAIM DEED

THIS INDENTURE, Made this \_\_\_\_\_ day of June, A.D. 2011 between Guthrie Public Works Authority, a public trust, party of the first part and The City of Guthrie, Oklahoma, a municipal corporation, party of the second part, Witnesseth: that said parties of the first part, in consideration of the sum of Ten and No/100 (\$10.00) Dollars to them in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto the said parties of the second part all its right, title, interest, estate, and every claim and demand, both at law and in equity, in and to the following described property situated in Logan County, State of Oklahoma, to-wit:

- See Attached Exhibit A which is made a part hereof -

together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said grantee, its heirs and assigns forever, so that neither the grantor nor any person in its name, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall be by these presents excluded and forever barred.

In Witness Whereof, the said party of the first part has hereunto set his hand the day and year first above written.

GUTHRIE PUBLIC WORKS  
AUTHORITY, A PUBLIC TRUST

By: \_\_\_\_\_  
Chuck Burtcher, Chairman

-----  
STATE OF OKLAHOMA    ]  
                                  ] SS.  
COUNTY OF OKLAHOMA ]

Before me, the undersigned notary public in and for said county and state on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, Chuck Burtcher, Chairman of Guthrie Public Works Authority, personally appeared, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

\_\_\_\_\_  
My Commission Expires  
Comm. No. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

1-2010-010976 Book 2220 Pg: 749  
12/06/2010 3:18 pm Pg 0748-0749  
Fee: \$ 15.00 Doc: \$ 352.50  
Troy Cole - Logan County Clerk  
State of Oklahoma

A PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, GUTHRIE, LOGAN COUNTY, OKLAHOMA, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE N 89°41'19" E ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 660.90 FEET MEASURED (660.00' RECORDED) FEET; THENCE S 0°28'40" E A DISTANCE OF 328.38 MEASURED (330.00' RECORDED) FEET TO A FOUND 1/2" IRON PIN AND THE POINT OR PLACE OF BEGINNING; THENCE N 89°41'19" E AND PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 230.00 FEET; THENCE S 0°27'30" E A DISTANCE OF 330.36 MEASURED (330.00 RECORDED) FEET TO A FOUND 3/8" IRON PIN; THENCE S 89°59'00" E A DISTANCE OF 431.55 MEASURED (430.00 RECORDED) FEET; THENCE S 0°30'35" E A DISTANCE OF 360.99 MEASURED (360.00 RECORDED) FEET; THENCE S 89° 44'52" W A DISTANCE OF 180.00 FEET; THENCE S 0°30'35" E A DISTANCE OF 300.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE S 89°44'59" W ALONG SAID SOUTH LINE A DISTANCE OF 481.64 MEASURED (480.00 RECORDED) FEET; THENCE N 0°28'40" W A DISTANCE OF 993.11 MEASURED (990.00 RECORDED) FEET TO THE POINT OR PLACE OF BEGINNING.

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**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> June 7, 2011	<b>Contact</b> Matt Mueller, City Manager
---	--	---

**Agenda Item**

Consider Approval of Ordinance 3220 amending chapter 4, article 3, § 4-37 of the Municipal Code of the City of Guthrie, Oklahoma, prohibiting the use of a private water supply for purposes other than landscaping or irrigation where a public water main is available; and declaring an emergency.

**Summary**

We have recently been made aware of a loophole in the Municipal Code regarding the use of private water wells. The ordinance currently states that a building must be connected to a public water main if available, but it does not specifically prohibit the use of private water well for potable water, or other purposes. The proposed changes to this ordinance specifically address the issue and state that a private water source cannot be used for purposes other than irrigation and landscaping.

The changes also clarify another area of uncertainty and specify that it is the property owner's responsibility in cases where public water or sewer service is not available and private water and/or sewer service is required.

The other notable change is that it changes the determination of when public water is available to 300 feet from the property line rather than 300 feet to the building.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	_____ Amount _____		
<b>Legal Review</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>5/18/2011</u>
<b>Mayor's Appt.</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**Supporting documents attached**

- Ordinance No. 3220

**Recommendation**

Staff Recommends Approval

**Action Needed**     Public Hearing     Motion     Emergency Clause

ORDINANCE NO. 3220

**AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 3, § 4-37 OF THE MUNICIPAL CODE OF THE CITY OF GUTHRIE, OKLAHOMA, PROHIBITING THE USE OF A PRIVATE WATER SUPPLY FOR PURPOSES OTHER THAN LANDSCAPING OR IRRIGATION WHERE A PUBLIC WATER MAIN IS AVAILABLE; AND DECLARING AN EMERGENCY.**

THE CITY OF GUTHRIE HEREBY ORDAINS:

SECTION 1

Amending Guthrie Municipal Code as follows:

**§ 4-37 CONNECTION TO UTILITY SYSTEMS.**

(A) It shall be the private property owners' duty to maintain private sewer lines and house connections. If any owner shall fail to properly maintain a private sewer line or any house sewer service line or any other private sewer line the city or Public Works Authority may shut off the supply of water to those premises in violation of this division and/or may proceed with municipal court charges and impose a fine of up to \$200 per day plus court cost.

(B) The water distribution and drainage system of any building in which plumbing fixtures are installed shall be connected to a public water main and sewer respectively, if available and the use of a private water supply for purposes other than irrigation or landscaping shall be prohibited. Where a public water main is not available, an individual water supply shall be required and shall be provided by the property owner. Where a public sewer is not available, a private sewage disposal system shall be required and shall be provided by the property owner conforming to the private sewage disposal code listed in Appendix A of the BOCA Plumbing Code. Any building equipped with plumbing fixtures connected to a private well on the effective date of this article does not have to be connected to a public water main, until the time connection to the private well in use on the effective date of this article is discontinued. A public water main or public sewer system shall be considered available to a building when the building lot line is located with 300 feet of the public water main or sewer.

(C) Violation of Section B shall be an offense punishable in municipal court by a fine of up to \$200 per day plus court costs.

SECTION 2

All other provisions of Chapter 4 Article 3 of the Guthrie Municipal Code not amended by this ordinance shall remain in full force and affect.

SECTION 3

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

Passed and approved, and the emergency clause ruled upon separately this \_\_\_\_ day of \_\_\_\_\_, 2011.

City of Guthrie, Oklahoma

By: \_\_\_\_\_  
Chuck Burtcher, Mayor

Attest: (SEAL)

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

Approved as to form and legality:

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

Date: \_\_\_\_\_

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**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> June 7, 2011	<b>Contact</b> Wanda Calvert City Clerk/Treasurer
---	--	---

**Agenda Item**

Consider approval of Resolution No. 2011-09 establishing fees for Neighborhood Garage Sale Permit, Fireworks Permit, Convenience Center Roofing Materials/Shingles Fee and Emergency Medical Services Fees.

**Summary**

The Citizens Rate and Fee Advisory Committee met on May 25, 2011 and unanimously approved staff's recommendation on establishing fees for Neighborhood Garage Sale Permit, Fireworks Permit, Convenience Center Roofing Materials/Shingles Fee and Emergency Medical Services Fees regarding EZ-IO IV (a new procedure) and three different drug items. Also the Committee unanimously approved staff's recommendation on eliminating the Amusement Devices Fee and Pawnbroker License Fee and Bond at an estimated annual loss of revenue in the amount of \$1,352.

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>          New Fees          </u>	<b>Amount</b>	<u>          New Fees          </u>
<b>Legal Review</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	<b>Completed Date:</b> <u>05-26-2011</u>
<b>Mayor's Appt.</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**Supporting documents attached**

- Resolution No. 2011-09

**Recommendation**

Staff recommends approval.

**Action Needed**       Public Hearing       Motion       Emergency Clause

**RESOLUTION NO. 2011-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE AND THE TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY ESTABLISHING FEES, CHARGES AND POLICIES FOR NEIGHBORHOOD GARAGE SALE PERMITS; FIREWORKS PERMIT; CONVENIENCE CENTER ROOFING MATERIALS/SUPPLIES FEE; EMERGENCY MEDICAL SERVICES FEES; AND ELIMINATING THE AMUSEMENT DEVICES FEE AND PAWNBROKER LICENSE FEE AND BOND.**

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

WHEREAS, said Ordinance provides that fees and charges, new or established are subject to modification whether an increase or decrease, by Resolution; and

WHEREAS, the Guthrie City Council and the Guthrie Public Works Authority has determined that in order to provide uniform rates, charges, fees and policies for services in connection with Neighborhood Garage Sale Permit; Fireworks Permit; Convenience Center Roofing Materials/Supplies Fee; Emergency Medical Services Fees; and eliminating the Amusement Devices Fee and Pawnbroker License Fee and Bond that the same should be revised and amended.

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

1. The rates, charges, fees and policies for services provided in connection with the Neighborhood Garage Sale Permit; Fireworks Permit; Convenience Center Roofing Materials/Supplies Fee; Emergency Medical Services Fees; and eliminating the Amusement Devices Fee and Pawnbroker License Fee and Bond as contained in attached "Exhibit A" are hereby adopted and incorporated herein by reference.
2. Said rates, charges, fees and policies shall become effective immediately.

\*\*END\*\*

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Guthrie, Oklahoma, on the 7<sup>th</sup> day of June, 2011 after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et seq.).

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

ATTEST: (Seal)

APPROVED AS TO FORM:

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

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

**“EXHIBIT A”**

**NEIGHBORHOOD GARAGE SALE**

Garage Sale Permit \$30.00

Permit is issued for no more than three consecutive days. No more than one permit shall be issued in any twelve-month period per location. The permit is in the form of a sign and must be displayed on the property of the residence where the neighborhood garage sale is being conducted.

Garage Sale Sign \$5.00 per sign

Only signs provided by the City are allowed. Two signs shall be permitted to be displayed on City’s right-of-way, but the sign must be posted so it does not block the view of traffic.

**FIREWORKS PERMIT**

Fireworks Permit \$15.00

**CONVENIENCE CENTER FEE**

Roofing Materials/Shingles \$15.00 per cubic yard

**EMERGENCY MEDICAL FEES**

EZ-IO IV Administration	\$262.25 each
Lidocaine HCl 2% 100mg	\$ 26.23 each
Epinephrine Auto-inject 0.3%	\$ 9.32 each
Epinephrine Auto-inject 0.15%	\$ 9.32 each

MINUTES

CITY COUNCIL MEETING

Finance Committee

May 17, 2011

The special meeting of the sixty-first City Council of Guthrie, Oklahoma, was posted on Friday, May 13, 2011 before 5:00 p.m. and held on May 17, 2011 in the Guthrie City Hall 3<sup>rd</sup> Floor Conference Room.

Finance Committee Chairman Trey Ayers called the meeting to order at 5:30 p.m.

Finance Committee Members Present:       Trey Ayers                   Mary Coffin

Finance Committee Members Absent:       Gaylord Z. Thomas

City Council Present:                       None

City Council Absent:                       Chuck Burtcher           Ellen Gomes  
  John Wood                 Patty Hazlewood

Staff Present:               Matt Mueller               Wanda Calvert           Lance Crenshaw  
  Eric Harlow               Damon Devereaux

Finance Committee Chairman Ayers declared a quorum with two (2) Committee members in attendance.

**Discussion and consideration of action regarding adjustment to EMS fees.** Due to changing techniques and advanced technology now available to our medical personnel for patient treatment, the Fire Department is seeking to add four items to our current EMS fee structure. The Fire Department has added the capability to start IV's via an Intraosseous Infusion (IO) method. This is where IV fluids/drugs are administered directly into the patient's bone marrow through a specialized IV catheter. The Fire Department has acquired equipment called the EZ-IO that consists of a small, battery powered drill that simply drills into the patient's bone where the IV catheter can administer the IV drugs/fluids as explained above. This is very helpful in patients with difficult veins and also traumatic events where quick IV establishment is necessary in a field environment. Based on the research we have done with other EMS agencies, the average charge for this procedure is \$262.25 and staff is proposing this fee be added to our fee structure. The other additions we are proposing are three (3) different drug items that we utilize on the ambulances that we are currently not charging for. They are Lidocaine HCI 2% 100mg, Epinephrine 0.3% and Epinephrine 0.15%. The Lidocaine is utilized in traumatic incidents and also cardiac arrest incidents. The Epinephrine is utilized for allergic reaction incidents. Based on our research with other agencies, the following charge additions are being proposed: \$26.23 for the Lidocaine and

\$9.32 for each of the Epinephrine items. The following is a summary of the new charges being proposed:

- EZ-IO IV administration                      \$262.25 each
- Lidocaine HCI 2% 100mg                      \$26.23 each
- Epinephrine Auto-inject 0.3%                \$9.32 each
- Epinephrine Auto-inject 0.15%              \$9.32 each

Motion by Finance Committee Chairman Ayers, seconded by Finance Committee Member Coffin, moved approval to recommend to the Guthrie City Council to accept the Fire Department's recommendation to add the above four charges to the current EMS Fee structure. A roll call vote was taken.

Aye: Ayers, Coffin  
Nay: None

Finance Committee Chairman Ayers declared the motion carried unanimously.

**Adjournment.** Motion by Finance Committee Member Coffin, seconded by Finance Committee Chairman Ayers, moved approval to adjourn. A roll call vote was taken.

Aye: Ayers, Coffin  
Nay: None

Finance Committee Chairman Ayers declared the motion carried unanimously at 5:44 p.m.

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

\_\_\_\_\_  
Trey Ayers, Finance Committee Chairman

MINUTES

CITY COUNCIL MEETING

May 17, 2011

The regular meeting of the sixty-first City Council of Guthrie, Oklahoma was posted on Friday, May 13, 2011 before 5:00 p.m. and held May 17, 2011 in the Guthrie City Hall Council Chambers.

Vice Mayor Trey Ayers called the meeting to order at 7:12 p.m.

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

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

**Consent Agenda:** Consent Agenda I, Consider the City of Guthrie's vote for three trustees to the Oklahoma Municipal Assurance Group Board, was removed for further discussion. Motion by Councilmember Wood, seconded by Councilmember Coffin, moved approval of the Consent Agenda as follows:

- A. Consider approval of the minutes from the Special City Council Workshop Meeting held on May 3, 2011.
- B. Consider approval of the minutes from the Regular 60<sup>th</sup> City Council Meeting held on May 3, 2011.
- C. Consider approval of the minutes from the Regular 61<sup>st</sup> City Council Meeting held on May 3, 2011.
- D. Consider approval of the Treasurer Reports.
- E. Consider approval of claims:

General Fund:	Claims	\$51,643.00
Grants Fund:	Claims	\$ 1,264.15
Capital Projects Fund:	Claims	\$ 2,792.42
Airport Fund:	Claims	<u>\$ 6,050.74</u>
	Total Claims:	\$61,750.31

- F. The proposed item was Resolution No. 2011-08 – moved to an action item later in this meeting.
- G. Consider approval to award Bid No. 2011-08a, Grass Management Services, to the high bid of \$1,200 to Alvin Graves, Guthrie, Oklahoma and authorize staff to execute a contract.
- H. Consider approval of the Mayor’s recommendation to reappoint Catherine Randolph, Roberta Burns and J. W. Williams to the Guthrie Forestry Board for a term to expire June 2014.
- J. Consider approval of the FY 2011 Sports Field Use Agreement for the Guthrie Baseball Association for the use of Cottonwood Flats for the period of April 29 through July 31, 2011.
- K. Consider approval of utilizing Environmental Management, Inc. (EMI) bid with the State of Oklahoma plus a 10% discount and authorizing the City Manager to work out the final details and sign an agreement for demolition and disposal of up to four dilapidated homes.
- L. Consider approval of issuing a revocable permit to Randall and Wanette Martin for fencing on City property and allowing a twenty foot access lane across City property near the south end of the airport north of Prairie Grove Road.

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

Aye: Ayers, Coffin, Hazlewood, Wood

Nay: None

Vice Mayor Ayers declared the motion carried unanimously.

**Consent Agenda I. Consider approval of the City of Guthrie’s vote for three Trustees to the Oklahoma Municipal Assurance Group (OMAG) Board.** The terms for three Trustees of the OMAG Board expire on June 30, 2011. Each member City has been given a ballot with the current nominees for consideration. Once the Council determines the three nominees they wish to vote for, the ballot will be filled out, signed by the Mayor and City Clerk, and sent in to OMAG. Motion by Councilmember Wood, seconded by Councilmember Coffin, moved approval of electing Janice Cain, Pam Polk and Craig Stephenson to the Board of Trustees of the Oklahoma Municipal Assurance Group (OMAG). Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Ayers, Coffin, Hazlewood, Wood

Nay: None

Vice Mayor Ayers declared the motion carried unanimously.

**Consider approval of Resolution No. 2011-08 authorizing a request from staff to allow Roth Provisions to the current ICMA-RC 457 Plan.** The City’s pension plan for staff

management employees is with ICMA-RC. ICMA-RC has recently updated the plan to allow participant cities to include the Roth Provision. The Roth Provision would allow employee participants to make after-tax contributions to their ICMA-RC 457 pension. Currently only before-tax contributions are allowed. Participants would receive the tax benefits of the Roth provisions. There is no direct cost to the City to implement, but will require a small change in our payroll system. Motion by Councilmember Coffin, seconded by Councilmember Hazlewood, moved approval of Resolution No. 2011-08 authorizing a request from staff to allow Roth Provisions to the current ICMA-RC 457 Plan. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Ayers, Coffin, Hazlewood, Wood  
Nay: None

Vice Mayor Ayers declared the motion carried unanimously.

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

**Requests/comments from members of the City Council.** Councilmember Coffin informed the City Council and the community on the events happening in Guthrie.

Councilmember Hazlewood informed the American Legion sponsored ten boys and three girls to attend Boys and Girls State and Simple Life is sponsoring a Jump Rope Contest.

Vice Mayor expressed a "Thank You" to City Manager and staff on the dilapidated structures progress.

**Executive Session.** 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 claims. No action was taken.

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

Aye: Ayers, Coffin, Hazlewood, Wood  
Nay: None

Vice Mayor Ayers declared the motion carried unanimously at 7:20 p.m.

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Wanda Calvert, City Clerk

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Trey Ayers, Vice Mayor

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MINUTES

CITY COUNCIL MEETING

Council Workshop

May 17, 2011

The special meeting of the sixty-first City Council of Guthrie, Oklahoma, was posted on Friday, May 13, 2011 before 5:00 p.m. and held May 17, 2011 in the Guthrie City Hall Third Floor Conference Room.

Vice Mayor Trey Ayers called the meeting to order at 6:00 p.m.

Members Present:   Trey Ayers                   John Wood                   Mary Coffin  
                          Patty Hazlewood

Members Absent:   Chuck Burtcher           Ellen Gomes               Gaylord Z. Thomas

Staff Present:       Matt Mueller               Randel Shadid            Wanda Calvert  
                          Lance Crenshaw           Maxine Pruitt             Lee Ivie  
                          Rene Spineto

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

**Discussion and consideration action regarding of disposal method of homes on dilapidated structure list.** Motion by Councilmember Wood, seconded by Councilmember Hazlewood, moved approval of authorizing staff to move forward with the fire disposal method of homes on the dilapidated structure list if applicable. A roll call vote was taken.

Aye: Ayers, Coffin, Wood, Hazlewood  
Nay: None

Vice Mayor Ayers declared the motion carried unanimously.

**Discussion of Liberty Lake Use Priorities.** City Manager Mueller requested this item be tabled.

**Questions and discussion regarding agenda items:**

**Resolution No. 2011-08 authorizing a request from staff to allow Roth Provisions to the current ICMA-RC 457 Plan.** The City's pension plan for staff management employees is with ICMA-RC. ICMA-RC has recently updated the plan to allow participant cities to include the Roth Provision. The Roth Provision would allow employee participants to make after-tax contributions to their ICMA-RC 457 pension. Currently only before-tax contributions are allowed. Participants would receive the tax benefits of the Roth provisions.

There is no direct cost to the City to implement, but will require a small change in our payroll system.

**Bid No. 2011-08a, Grass Management Services.** On April 5, 2011, the Guthrie City Council authorized staff to solicit bids for grass management services for 80 acres located at East College Street and Midwest Blvd. The specifications are written to allow the City to contract with an individual who will mow the property at least two times each year or graze the property according to the specifications plus the individual will pay the City for the use of the property. The lease is for one (1) year and may be terminated without any notice or demand whatsoever. A bid notice was published in the Guthrie News Leader on April 8 and 22, 2011 and nine (9) bid packets were mailed to interested parties. Three (3) bid proposals were received:

<u>Vendor</u>	<u>Mowing/Grazing</u>
Alvin Graves	\$1200.00 (grazing)
Tommy Payne	\$877.00 (mowing)
Jack Vaughn, Jr.	\$626.00 (mowing)

**Re-Appointments to the Guthrie Forestry Board.** Ordinance No. 3163 Section 19-86 states that the Mayor will appoint five (5) members, all of whom are residents of the City of Guthrie and are appointed At-Large with the approval of the City Council. The terms of these board members have expired and all three have expressed a desire to continue serving on the Guthrie Forestry Board. All three have shown dedication by attending the scheduled meetings and actively participating in all Forestry Board concerns and the Mayor agrees they have done a good job. Mayor Burtcher is recommending the appointment of Catherine Randolph, Roberta Burns and J. W. Williams to serve on the Guthrie Forestry Board.

**Election of Three Trustees to the Oklahoma Municipal Assurance Group (OMAG) Board.** The terms for three Trustees of the OMAG board expire on June 30, 2011. Each member City has been given a ballot with the current nominees for consideration. Once the Council determines the three nominees they wish to vote for, the ballot will be filled out, signed by the Mayor and City Clerk, and sent in to OMAG.

**FY 2011 Sports Field Use Agreement for the Guthrie Baseball Association.** The Guthrie Baseball Association has acquired and completed the FY 2011 Sports Agreement for the use of Cottonwood Flats and is now ready for its approval and execution by the City. The Association has \$100 deposited with the City and has supplied proof of insurance as required. The agreement is for the period of April 29 through July 31, 2011.

**Demolition and disposal of Dilapidated Structures.** The City's Purchasing Policy allows for an exemption to the bidding and quotation requirement when another political subdivision and/or a department or agency thereof, has followed bidding procedures which substantially comply with the City's bidding process. In an effort to expedite the demolition and removal of dilapidated structures identified by the Code Enforcement Office and approved by the City Council, we request the use of the competitive bidding procedures used by the Oklahoma Department of Transportation for machinery and heavy hardware equipment in which

Environmental Management, Inc. (EMI) was awarded the contract. EMI will grant a further 10% discount to the City of Guthrie.

**Revocable Permit.** In 1993 Randall and Wanette Martin entered into a Livestock Access Agreement with the City of Guthrie in exchange for a narrow strip of property that they donated to the City. One of the terms of the agreement was that the City of Guthrie would install a livestock fence on the property line between their property and that of the City of Guthrie. The fence never was built. A second term of the agreement stated the fact that this agreement needed to be renewed every five years which Mr. and Mrs. Martin neglected to do. Thus the agreement is now null and void. The Martins would at this time like to construct a livestock fence on the section of property which they donated to the City and a section of fence twenty feet north of the fence along Prairie Grove Road which would allow them a way to travel back and forth between both sections of their property bordering the City's. Due to the fact that this property is not in use at the present time and it would be beneficial to the City of Guthrie to have a livestock fence installed to keep livestock away from the Airport Runways and Taxiways, it is staff recommendation to approve the Revocable Property Use Permit to Mr. and Mrs. Martin.

**Request for future items of discussion.** None

**Adjournment.** There being no further business for the Guthrie City Council, Vice Mayor Ayers declared the meeting adjourned at 6:35 p.m.

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Wanda Calvert, City Clerk

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Trey Ayers, Vice Mayor

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MINUTES

CITY COUNCIL MEETING

Council Workshop

May 10, 2011

The special meeting of the sixty-first City Council of Guthrie, Oklahoma, was posted on Friday, May 6, 2011 before 5:00 p.m. and held May 10, 2011 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              Trey Ayers                      Gaylord Z. Thomas  
                                    Patty Hazlewood              John Wood                      Mary Coffin

Members Absent:      Ellen Gomes

Staff Present:              Matt Mueller                      Wanda Calvert

Mayor Burtcher declared a quorum with six (6) Councilmembers in attendance.

**Council Budget Retreat.** City Council discussed projects to be funded in Fiscal Year 2012 budget.

Mayor Burtcher left the meeting at 7:30 p.m.

**Adjournment.** There being no further business for the Guthrie City Council, Vice Mayor Ayers declared the meeting adjourned at 8:00 p.m.

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Wanda Calvert, City Clerk

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Chuck Burtcher, Mayor

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CITY OF GUTHRIE

CLAIMS

June 7, 2011

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 "Kim Biggs". The signature is written over a horizontal line.

Kim Biggs  
Purchasing Agent

Monthly Claims Approved as per Ordinance No. 2973 by City Manager.

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Matt Mueller  
City Manager

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**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	June 7, 2011	Matt Mueller, City Manager
<input type="checkbox"/> GPWA		
<input type="checkbox"/> Other: _____		

**Agenda Item**

Consider approval of retirement gift/bonus to Lester Branch in appreciation of 22+ years of faithful service to the City of Guthrie.

**Summary**

The City of Guthrie issued a firearm to Lester Branch while he was employed with the City of Guthrie. Lester Branch has expressed an interest in keeping it. That request was expressed to the City Manager who consulted with the City Attorney. It was approved to provide the firearm as a retirement gift/bonus to Lester Branch for appreciation of his 22+ years of faithful service to the City of Guthrie.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
<b>Account Number</b>	_____	<b>Amount</b>	_____
<b>Legal Review</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>5/27/2011</u>
<b>Mayor's Appt.</b>	<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**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	June 7, 2011	Maxine Pruitt, M S
<input type="checkbox"/> GPWA		Director
<input type="checkbox"/> Other: _____		

**Agenda Item**

Consider Approval of the Appointment of Ms. Jean Lacina, 1205 Lakeshore Dr., Guthrie, OK to the Guthrie Park Board as recommended by Mayor Chuck Burtcher.

**Summary**

Ordinance No. 3174 Section 15-60 states that the Mayor will appoint five (5) members, all of whom are residents of the City of Guthrie and are appointed At-Large with the approval of the City Council.

There were two applicants expressing a desire to serve on the Guthrie Park Board, but at this time only one opening. Ms. Lacina was one of the first to attend the Citizens Government Academy and the Mayor would like to have her serve on the Park Board.

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

**Supporting documents attached**

**Attachment:**

- Application

**Recommendation**

Mayor recommends approval.

**Action Needed**     Public Hearing     Motion     Emergency Clause

City of Guthrie  
Application for Boards and Commissions



Please print legibly.

Name Jean Lacina Day Phone 282-8297  
Address 1205 Lakeshore Dr. Evening Phone 282-8297  
Occupation Deer Creek Middle School Secretary Education High School  
How long have you lived in Guthrie? 16 Years 10 Months

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

- Which board or commission interests you? Parks Dept.
- Why are you interested in serving on this board/commission? I feel very strongly about parks being important to a community.
- In what civic activities have you been involved during the past 3 years? American Legion Auxiliary, Catholic Daughters Citizens Rate Committee
- What skills and/or experience will you contribute? I work well with people. I hate litter. Hard work does not bother me and I would like to be able to clean every park of litter.
- List 3 non-relatives who have known you at least 3 years for references.

Name Tracy Bell Deer Creek Schools Address Edmond Phone Number 282-0289

Patty Hazlewood 6800 Lakeshore Dr. 260-1963

Bill Foster 201 W. Vilas Ave. 260-2130

Rosemary Tobin 117 Amsey Lane 282-5447

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

Jean Lacina  
Signature

5-9-11  
Date



Agenda Item Cover Letter

Meeting: [X] City Council, [ ] GPWA, [ ] Other:
Date of Meeting: June 7, 2011
Contact: Maxine Pruitt, M S Director

Agenda Item

Consider Approval of the Appointment of Mr. Michael Friese, 419 Pembroke Cottage., Guthrie, OK and Mr. Jarod Cassada, 315 N. Maple St., Guthrie, OK, to the Guthrie Forestry Board as recommended by Mayor Chuck Burtcher.

Summary

Ordinance No. 3163 Section 19-86 states that the Mayor will appoint five (5) members, all of whom are residents of the City of Guthrie and are appointed At-Large with the approval of the City Council.

There were three applications who expressed a desire to serve on the Guthrie Forestry Board, but only two openings. We were able to interview two applicants, but were unable to contact the third, so the Mayor has recommended Mr. Friese and Mr. Cassada.

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

Supporting documents attached

Attachment #1, #2 & #3:

- Application - Michael Friese
• Application - Jarod Cassada

Recommendation

Mayor recommends approval.

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

City of Guthrie  
Application for Boards and Commissions



Please print legibly.

Name Michael F. Ruse Day Phone 405 282 2282  
 Address 4119 Pembroke Cottage Evening Phone 405 990 9590  
 Occupation self-employed Education 16 years  
 How long have you lived in Guthrie? 40 Years \_\_\_\_\_ Months

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

1. Which board or commission interests you? forestry advisory board

2. Why are you interested in serving on this board/commission? landscaping

3. In what civic activities have you been involved during the past 3 years? care is an interest? hoby

4. What skills and/or experience will you contribute? volunteer w/ Museum & Highland Park

5. List 3 non-relatives who have known you at least 3 years for references. many years of interest? Neighborhood Association  
experience Friends of the Library

Name	Address	Phone Number
<u>Chuck Butcher</u>		
<u>Lu Shonahy</u>		<u>282-4350</u>
<u>BD Shord</u>		<u>282-5199</u>

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

[Signature]  
Signature

2/25/11  
Date

City of Guthrie  
 Application for Boards and Commissions



Please print legibly.

Name JAROD CASSATA Day Phone 580-530-0253  
 Address 315 N. MAPLE ST Evening Phone ~~580~~ 405-553-8202  
 Occupation UTILITY FORESTER (OBE) Education BS FORESTRY OSU  
 How long have you lived in Guthrie? \_\_\_\_\_ Years 2 Months

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

- Which board or commission interests you? FORESTRY ADVISORY BOARD
- Why are you interested in serving on this board/commission?
- In what civic activities have you been involved during the past 3 years?  
COMMUNITY/CIVIC INVOLVEMENT AND KNOWLEDGE OF TREES
- What skills and/or experience will you contribute?  
CHAIRMAN - EXPLORATION STATION PLAYGROUND BUILD - HOBART, OK  
 HOBART COMMUNITY FOUNDATION, ROTARY,  
 GENERAL TOMMY FRANKS INSTITUTE, KIOWA CO MUSEUM,  
 ETC.
- List 3 non-relatives who have known you at least 3 years for references.  
INTERNATION CERTIFIED ARBORIST (ISA MW-0422AU)  
 OK REGISTERED FORESTER (203)  
 15 YEARS UTILITY FORESTER W/ PSO + OBE

Name	Address	Phone Number
STEVE BIEBERICH	SUNSHINE NURSERY, CLINTON	580-341-0101
SIM STOUP	PRESIDENT, INTERBANK (HUBERT)	580-726-3022
JOE ROBERTS	(CHAIRMAN, OK URBAN FORESTRY COUNCIL)	918-630-7546

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

[Signature]  
 Signature

March 21, 2011  
 Date

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Agenda Item Cover Letter

Meeting

x City Council
GPWA
Other:

Date of Meeting

June 7, 2011

Contact

Mayor Chuck Burtcher

Agenda Item

Re-appoint Doug Powell, Sharyl Padgett, and Vern Ogden to the Guthrie Planning Commission.

Summary

Ordinance No. 2590 Section 7 states that the Mayor shall be authorized to nominate members of the Planning Commission, and they shall be confirmed by the City Council. Membership consists of five citizens of the City of Guthrie who reside within the corporate limits.

Three commissioner positions have expired. The notice for the vacancy appeared on the City of Guthrie website. Applications were submitted by Doug Powell, Sharyl Padgett, and Vern Ogden; those applications are attached.

Funding Expected Revenue Expenditure x N/A
Budgeted Yes No x N/A
Account Number Amount
Legal Review x N/A Required Completed Date:
Mayor's Appt. x Yes No

Supporting documents attached:

- Planning Commissioner applications

Recommendation:

Staff recommends approval.

Action Needed Public Hearing x Motion Emergency Clause



City of Guthrie
Application for Boards and Commissions

Please print legibly.

Name DOUG POWELL Day Phone 740-3344
Address 1402 CANYON LAKE DR. Evening Phone 740-3344
Occupation DEVELOPER/BUILDER Education 15 1/2
How long have you lived in Guthrie? 49 years 5 months

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

1. Which board or commission interests you? PLANNING COMMISSION

2. Why are you interested in serving on this board/commission? PRESENTLY A BOARD MEMBER, BELIEVE GUTHRIE'S GROWTH

3. In what civic activities have you been involved during the past 3 years? FUND RAISING FOR A PRIVATE FOUNDATION THAT HONORS GUTHRIE HIGH SENIORS WITH SCHOLARSHIPS. FUND RAISING FOR O.U. MED. "LITE THE NITE"

4. What skills and/or experience will you contribute? AS A CITIZEN OF GUTHRIE I BELIEVE IN THIS TOWN. AS A BUSINESS OWNER + DEVELOPER I FEEL I CAN SEE THE NEEDS OF THIS TOWN AND WOULD BE HONORED TO HELP IT GROW.

5. List 3 non-relatives who have known you at least 3 years for references.

Table with 3 columns: Name, Address, Phone Number. Rows include Jon Gumerson, Charles Nelson, and Ted Gatewood.

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

Signature [Handwritten Signature] Date 4-23-11

Cindy  
4/27/11



**City of Guthrie  
Application for Boards and Commissions**

Please print legibly.

Name VERNON L. DGDEN

Day Phone (405) 226.7886 (CEL)

Address 1609 W. RIDGECREST DRIVE

Evening Phone (405) 282.7210

Occupation RETIRED

Education B.S.C.E. (CIVIL ENGINEER) - 1960  
UNIV. OF WASHINGTON (SEATTLE)

How long have you lived in Guthrie? 9 years 5 months E-MAIL VOF0B05@COX.NET

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

➔ PLEASE SEE ATTACHMENT FOR ANSWERS TO QUESTIONS 1-5

1. Which board or commission interests you? \_\_\_\_\_
2. Why are you interested in serving on this board/commission?
3. In what civic activities have you been involved during the past 3 years?
4. What skills and/or experience will you contribute?
5. List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number

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

Vernon L. Dgden  
Signature

April 27, 2011  
Date

April 27, 2011

Attachment to City of Guthrie "Application for Boards and Commissions",  
for Vernon L. Ogden.

**Answers to questions on Application (Numbers 1 through 5):**

- 1) Planning Commission
- 2) I have served on the Guthrie Planning Commission since being appointed on May 5, 2009. I have enjoyed the opportunity to be involved in.....and a part of.....several new avenues of progress in the Board's work over the past nearly two years.
- 3) My wife Faye and I continue to deliver food to Seniors through the Meals on Wheels program at Highland Hall....some seven-plus years now. It is one of our favorite times of the week, and we were honored in 2010 in being selected as Volunteers of the Year. I (we) also continue – over 33 years now – our involvement with the Benevolent and Protective Order of Elks...through the Edmond Elks Lodge....which serves Guthrie, Edmond and Greater Logan County. I was Exalted Ruler in 2005-2006, and just completed the 2010-2011 year as Treasurer.
- 4) My background in the Engineering and Construction fields for over 50 years has given me many opportunities to work and interface with many professional people in both the private and public sectors. That experience, I believe, has been beneficial over the past couple of years as a Planning Commission member...as we tackled various projects for the betterment of our Guthrie community.
- 5) Three (3) non-relatives I have known for at least 3 years in the Guthrie area:  
  
Jon Gumerson – 419 N. Park, Guthrie – Phone 405-282-1134  
Mark Ekiss – 805 E. Mockingbird Dr. – Guthrie – Phone 405-282-3529  
James L. Martin – 923 Rosebrier Ct. – Phone 405-282-0273



City of Guthrie
Application for Boards and Commissions

Please print legibly.

Name Sharyl Padgett Day Phone 260-4284 (work)
Address 1303 N. Ash Evening Phone 659-7745
Occupation STAFF ACCOUNTANT Education M. B. A. (OK CHRISTIAN UNIV)
How long have you lived in Guthrie? MOST OF MY LIFE years months

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

- 1. Which board or commission interests you? PLANNING COMMISSION
2. Why are you interested in serving on this board/commission? I have a desire to see Guthrie as a desirable and beautiful place to live and conduct business.
3. In what civic activities have you been involved during the past 3 years? Treasurer - First Capital Neighborhood Solutions, Treasurer - Spacious Home (Housing Authority), Guthrie Planning Commission, United Way Board
4. What skills and/or experience will you contribute? Inactive Real Estate experience & license, 12 years of travel experience where I've seen many cities & city structures, love of historic preservation in conjunction with realities of today, desire to see Guthrie beautiful & the citizens proud
5. List 3 non-relatives who have known you at least 3 years for references.

Table with 3 columns: Name, Address, Phone Number. Includes references: Rene Spinks (282-0197), Michelle Galay (880-3794), Ira Yancy (282-2572).

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

Signature: Sharyl Padgett Date: 4-22-11

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Agenda Item Cover Letter

Meeting
[x] City Council
\_\_\_ GPWA
\_\_\_ Other: \_\_\_\_\_

Date of Meeting
June 7, 2011

Contact
Wanda Calvert
City Clerk/Treasurer

Agenda Item

Consider approval of accepting the Quit Claim Deed from Guthrie Public Works Authority to City of Guthrie the property located at Guthrie-Edmond Regional Airport described as a part of the Northwest Quarter of Section 21, Township 16 North, Range 2 West, Indian Meridian, also known as Bross Property.

Summary

Oklahoma Aeronautics Commission (OAC) has requested property purchased through OAC Grants be titled in City of Guthrie. The reason for the request is the grant documents are between the City of Guthrie and Oklahoma Aeronautics Commission. The proposed Quit Claim Deed is accomplishing OAC's request.

Funding Expected \_\_\_ Revenue \_\_\_ Expenditure \_\_\_ X N/A
Budgeted \_\_\_ Yes \_\_\_ No \_\_\_ X N/A
Account Number N/A Amount N/A
Legal Review \_\_\_ N/A \_\_\_ X Required Completed Date: 05-25-2011
Mayor's Appt. \_\_\_ Yes \_\_\_ X No

Supporting documents attached

- Quit Claim Deed

Recommendation

Staff recommends approval.

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

QUIT CLAIM DEED

THIS INDENTURE, Made this \_\_\_\_\_ day of June, A.D. 2011 between Guthrie Public Works Authority, a public trust, party of the first part and The City of Guthrie, Oklahoma, a municipal corporation, party of the second part, Witnesseth: that said parties of the first part, in consideration of the sum of Ten and No/100 (\$10.00) Dollars to them in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto the said parties of the second part all its right, title, interest, estate, and every claim and demand, both at law and in equity, in and to the following described property situated in Logan County, State of Oklahoma, to-wit:

- See Attached Exhibit A which is made a part hereof -

together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said grantee, its heirs and assigns forever, so that neither the grantor nor any person in its name, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall be by these presents excluded and forever barred.

In Witness Whereof, the said party of the first part has hereunto set his hand the day and year first above written.

GUTHRIE PUBLIC WORKS  
AUTHORITY, A PUBLIC TRUST

By: \_\_\_\_\_  
Chuck Burtcher, Chairman

=====

STATE OF OKLAHOMA    ]  
                                  ] SS.  
COUNTY OF OKLAHOMA ]

Before me, the undersigned notary public in and for said county and state on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, Chuck Burtcher, Chairman of Guthrie Public Works Authority, personally appeared, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

\_\_\_\_\_  
My Commission Expires  
Comm. No. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

I-2010-010976 Book 2220 Pg: 749  
12/06/2010 3:18 pm Pg 0748-0749  
Fee: \$ 15.00 Doc: \$ 352.50  
Troy Cole - Logan County Clerk  
State of Oklahoma

A PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP  
16 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, GUTHRIE,  
LOGAN COUNTY, OKLAHOMA, SAID PART BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE  
NORTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE N  
89°41'19" E ALONG THE NORTH LINE OF SAID NORTHWEST  
QUARTER A DISTANCE OF 660.90 FEET MEASURED (660.00'  
RECORDED) FEET; THENCE S 0°28'40" E A DISTANCE OF 328.36  
MEASURED (330.00' RECORDED) FEET TO A FOUND 1/2" IRON PIN  
AND THE POINT OR PLACE OF BEGINNING; THENCE N 89°41'19" E  
AND PARALLEL TO THE NORTH LINE OF SAID NORTHWEST  
QUARTER A DISTANCE OF 230.00 FEET; THENCE S 0°27'30" E A  
DISTANCE OF 330.36 MEASURED (330.00 RECORDED) FEET TO A  
FOUND 3/8" IRON PIN; THENCE S 89°59'00" E A DISTANCE OF 431.55  
MEASURED (430.00 RECORDED) FEET; THENCE S 0°30'35" E A  
DISTANCE OF 360.99 MEASURED (360.00 RECORDED) FEET;  
THENCE S 89° 44'52" W A DISTANCE OF 180.00 FEET; THENCE S  
0°30'35" E A DISTANCE OF 300.00 FEET TO A POINT ON THE SOUTH  
LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER;  
THENCE S 89°44'59" W ALONG SAID SOUTH LINE A DISTANCE OF  
481.64 MEASURED (480.00 RECORDED) FEET; THENCE N 0°28'40" W  
A DISTANCE OF 993.11 MEASURED (990.00 RECORDED) FEET TO  
THE POINT OR PLACE OF BEGINNING.

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**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> June 7, 2011	<b>Contact</b> Rene Spineto, Director Community Development
--	--	---

**Agenda Item**

Consideration of selling by quit claim deed property described as Lots 5 and 6, Block Sixteen (16), in Guthrie Proper, City of Guthrie, Logan County, Oklahoma, less and except oil, gas and other minerals and subject to existing easements and rights of way.

**Summary**

As identified in this year's Strategic Plan, the City Council has identified as one of its Performance Targets the disposal of excess city property. Cy Inc., LLC has requested to purchase the property located at 1<sup>st</sup> and Mansur. The property is identified as Parcel #1118 and is legally described as:

*Lots 5 and 6, Block Sixteen (16), in Guthrie Proper of the City of Guthrie, Logan County, Oklahoma.*

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

**Supporting documents attached:**

- Quit Claim Deed
- Assessor's Record for Parcel

**Recommendation:**

Staff recommends approval.

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

QUIT CLAIM DEED

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011 between Guthrie Public Works Authority, a public trust, party of the first part and Cy Inc., LLC, party of the second part, Witnesseth: that said parties of the first part, in consideration of the sum of Ten and No/100 (\$10.00) Dollars to them in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto the said parties of the second part all their right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described property situate in Logan County, State of Oklahoma, to-wit:

Lots Five (5) and Six (6), Block Sixteen (16), Guthrie Proper, City of Guthrie, Logan County, Oklahoma, less oil and gas and other minerals and subject to existing easements and rights of way,

together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said grantees, heirs and assigns forever, so that neither they, the said grantor nor any person in his name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall be these presents be excluded and forever barred.

In Witness Whereof, the said party of the first part have hereunto set her hand the day and year first above written.

GUTHRIE PUBLIC WORKS AUTHORITY

By: \_\_\_\_\_ Chuck Burtcher, Chairman

=====

STATE OF OKLAHOMA ]
] SS.
COUNTY OF OKLAHOMA ]

Before me, the undersigned notary public in and for said county and state on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, Chuck Burtcher, Chairman of Guthrie Public Works Authority, personally appeared, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires
Comm. No. \_\_\_\_\_

Notary Public

**Real Property Assessment Record  
Logan County Assessor**

**Parcel #:** 420001118  
**District:** GUTHRIE CITY I-1  
**Map #:** 005100-016005-18000  
**Situs:**  
**Type:** Exempt

**Current Owner:**  
 GUTHRIE PUBLIC WORKS  
**Mail Address:**  
 P. O. BOX 908  
 GUTHRIE OK . 73044-0000

**LEGAL DESCRIPTION:** GUTHRIE PROPER LOTS 5 & 6 BLOCK 16

Valuation	Fair Cash	Capped	Assessed
Land	200	0	0
Improvements	0	0	0
Mobile Home	0	0	0
<b>Total</b>	<b>200</b>	<b>0</b>	<b>0</b>
<b>Exempt Amount</b>			<b>0</b>
<b>Taxable</b>			<b>0</b>

**Residential Working File # 1 of 1**

**LAND**

**Lot :**                      **2 Width:**                      **0 Depth:**                      **0**

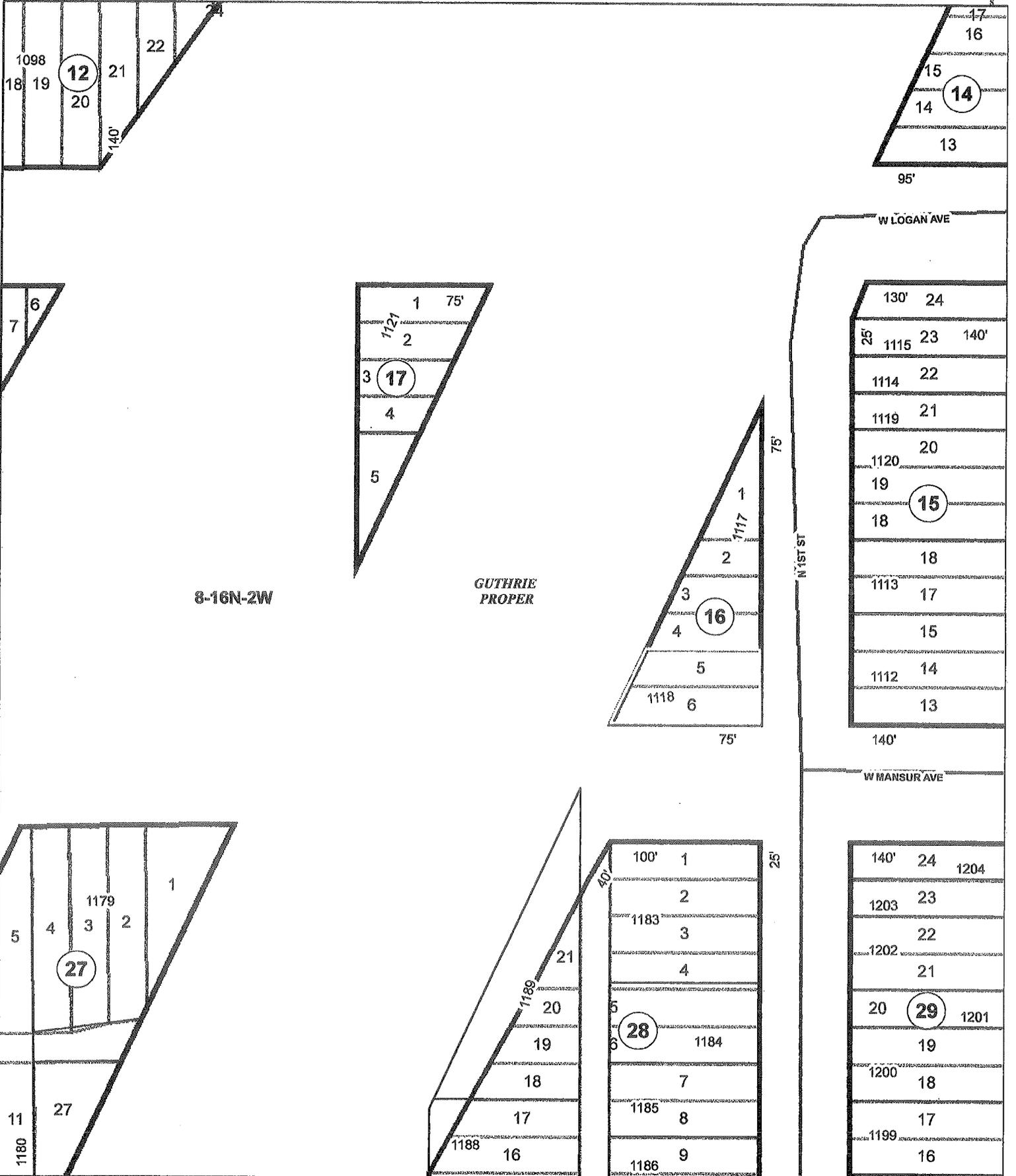
**HOUSE/MAIN STRUCTURE**

<b>Year Built</b>	0	<b>Roofing</b>	0	<b>Type</b>	0	<b>Floor Area</b>	0
<b>Arch Type</b>		<b>Heat/Cool</b>	0	<b>Style 1</b>	0	<b>Slab Area</b>	0
<b>Condition</b>	0	<b>Ext Wall</b>	0	<b>Bedrooms</b>	0	<b>Crawl Area</b>	0
<b>Quality</b>	0	<b>Foundation</b>	0	<b>Bathrooms</b>	0	<b>Basement Area</b>	0
				<b>Garage Type</b>	0	<b>Garage Area</b>	0

**Miscellaneous Improvements**

MISC CODE:	MISC DESCRIPTION	MISC UNIT
------------	------------------	-----------

LOGAN COUNTY OWNERSHIP MAP  
LOGAN COUNTY ASSESSOR'S OFFICE



This map is for assessment purposes only and is not intended for use in making conveyances or for preparing legal descriptions.  
Copyrighted 2011 by the LOGAN COUNTY ASSESSOR, Guthrie, Oklahoma



Agenda Item Cover Letter

Meeting

x City Council
GPWA
Other:

Date of Meeting

June 7, 2011

Contact

Rene Spineto, Director
Community Development

Agenda Item

Consideration of selling by quit claim deed property described as Lots 6 through 8, Block Seventy-six (76), Lots 11 and 12, Block Seventy-six (76) in Guthrie Proper to Guthrie, Logan County, Oklahoma, less and except oil, gas and other minerals and subject to existing easements and rights of way.

Summary

As identified in this year's Strategic Plan, the City Council has identified as one of its Performance Targets the disposal of excess city property. Mr. Chuck Kyle has requested to purchase the property located in the 400 block of South 4th Street. The property is identified as Parcel #1594 and is legally described as:

Lots 6 through 8, Block Seventy-six (76), and Lots 11 and 12, Block Seventy-six (76) in Guthrie Proper the City of Guthrie, Logan County, Oklahoma.

Funding Expected Revenue Expenditure x N/A
Budgeted Yes No x N/A
Account Number Amt:
Legal Review N/A x Required Completed Date:
Mayor's Appt. Yes x No

Supporting documents attached:

- Quit Claim Deed
Assessor's Record for Parcel

Recommendation:

Staff recommends approval.

Action Needed Public Hearing x Motion Emergency Clause

**QUIT CLAIM DEED**

**THIS INDENTURE**, Made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011 between **The City of Guthrie, a municipal corporation**, party of the first part and **Chuck Kyle**, party of the second part, **Witnesseth**: that said parties of the first part, in consideration of the sum of Ten and No/100 (\$10.00) Dollars to them in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto the said parties of the second part all their right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described property situate in Logan County, State of Oklahoma, to-wit:

Block Seventy-six (76), Lots 6 through 8, and Block Seventy-six (76), Lots 11 through 12, in Guthrie Proper to Guthrie, Logan County, Oklahoma, less and except oil, gas and other minerals and subject to existing easements and rights of way.

together with all and singular the hereditaments and appurtenances thereunto belonging.

**To Have and to Hold** the above described premises unto the said grantees, heirs and assigns forever, so that neither they, the said grantor nor any person in his name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall be these presents be excluded and forever barred.

**In Witness Whereof**, the said party of the first part have hereunto set her hand the day and year first above written.

THE CITY OF GUTHRIE,

By: \_\_\_\_\_  
Chuck Burtcher, Mayor

=====

STATE OF OKLAHOMA     ]  
  ] SS.  
COUNTY OF OKLAHOMA   ]

Before me, the undersigned notary public in and for said county and state on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, Chuck Burtcher, Mayor of the City of Guthrie, Oklahoma, personally appeared, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

\_\_\_\_\_  
My Commission Expires  
Comm. No. \_\_\_\_\_

\_\_\_\_\_  
Notary Public



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**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	June 7, 2011	Matt Mueller, City Manager
<input type="checkbox"/> GPWA		
<input type="checkbox"/> Other: _____		

**Agenda Item**

Consider approval of allowing staff to solicit bids when the time is appropriate for the replacement and/or repair of the Guthrie Animal Shelter.

**Summary**

Multiple buildings owned by the City of Guthrie/GPWA sustained damage from the tornado which occurred on Tuesday, May 24, 2011. Staff is working with OMAG and eventually will work with FEMA to establish what will be involved to replace the facility and to restore our animal control services. Staff is asking for approval to bid at this time so that we can be ready to move as soon as the insurance documents are approved and ready.

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

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> June 7, 2011	<b>Contact</b> Matt Mueller, City Manager
--	--	---

**Agenda Item**

Consider Approval of Ordinance 3219 amending Chapter 8, Article 2 of the Municipal Code of the City of Guthrie, Oklahoma, authorizing the sale or discharge of fireworks under certain conditions; and declaring an emergency.

**Summary**

Staff has prepared an amendment to City Code for consideration to allow the sale of Fireworks within the city limits of Guthrie by permit and adherence to State regulations and to allow the use of use of fireworks by permit if the following conditions are met:

- A person over the age of 18 can purchase a permit which will allow them to discharge fireworks at a specified location during specified hours on July 3, 4, 5 or New Year’s Eve.
- Fireworks can only be discharged on a non-combustible surface and not closer than 25’ from any permanent structure.
- Fireworks may not be discharged on any public street, easement, right-of-way, or property without approval from the City.
- Gathering of over 25 people must apply for a public discharge permit.
- Permit holder is required to clean up any fireworks related debris.
- Permit holder must always be present during the discharge of fireworks at the location.
- If weather conditions pose a fire hazard, the permits can become null and void.

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	_____	<b>Amount</b>	_____
<b>Legal Review</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	<b>Completed Date:</b> <u>5/18/2011</u>
<b>Mayor’s Appt.</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**Supporting documents attached**

- Ordinance No. 3219

**Recommendation**

Staff Recommends Approval

**Action Needed**     Public Hearing     Motion     Emergency Clause

ORDINANCE NO. 3219

**AN ORDINANCE AMENDING CHAPTER 8, ARTICLE 2 OF THE MUNICIPAL CODE OF THE CITY OF GUTHRIE, OKLAHOMA, AUTHORIZING THE SALE OR DISCHARGE OF FIREWORKS UNDER CERTAIN CONDITIONS; AND DECLARING AN EMERGENCY.**

THE CITY OF GUTHRIE HEREBY ORDAINS:

SECTION 1

Amending Guthrie Municipal Code as follows:

**§ 8-21 SALE AND FIRING.**

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

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

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

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

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

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

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

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

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

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

## SECTION 2

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

## SECTION 3

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

Passed and approved, and the emergency clause ruled upon separately this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

City of Guthrie, Oklahoma

By: \_\_\_\_\_  
Chuck Burtcher, Mayor

Attest: (SEAL)

Approved as to form and legality:

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

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

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Agenda Item Cover Letter

Meeting: [X] City Council, [ ] GPWA, [ ] Other:
Date of Meeting: June 7, 2011
Contact: Matt Mueller, City Manager

Agenda Item

Consider Approval of Ordinance 3221 amending chapter 5, article 8, regulating residential and neighborhood sales within the city limits of the city of Guthrie, Oklahoma; defining residential and neighborhood sales; requiring a license; listing requirements for application and issuance of license; requiring fee; setting out interval between sales, signs, display of goods, revocation and refusal of license, separate violations, and person exempt from ordinance.

Summary

The City of Guthrie currently regulates and requires a permit for residential sales, but there is nothing to allow for or address neighborhood sales and we have recently received a citizen's request to change this. The proposed changes define a neighborhood sale as "any sale commonly known as a garage, porch, room, backyard or patio sale or any other type of general sale conducted from or on any premises located in a residential zoning district where goods or articles of any type are held for sale to the public that is held by a recognized homeowners association, organized neighborhood group or six or more homes in a contiguous area" and allows each neighborhood to hold one of these sales per year.

Funding Expected: Revenue [ ], Expenditure [X] N/A
Budgeted: Yes [ ], No [X] N/A
Account Number: [ ], Amount: [ ]
Legal Review: N/A [ ], Required [X] Completed Date: 5/18/2011
Mayor's Appt.: Yes [ ], No [X]

Supporting documents attached

- Ordinance No. 3221

Recommendation

Staff Recommends Approval

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

ORDINANCE NO. 3221

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE 8, REGULATING RESIDENTIAL AND NEIGHBORHOOD SALES WITHIN THE CITY LIMITS OF THE CITY OF GUTHRIE, OKLAHOMA; DEFINING RESIDENTIAL AND NEIGHBORHOOD SALES; REQUIRING A LICENSE; LISTING REQUIREMENTS FOR APPLICATION AND ISSUANCE OF LICENSE; REQUIRING FEE; SETTING OUT INTERVAL BETWEEN SALES, SIGNS, DISPLAY OF GOODS, REVOCATION AND REFUSAL OF LICENSE, SEPARATE VIOLATIONS, AND PERSON EXEMPT FROM ORDINANCE.

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

Chapter 5, Article 8, Section 106 through Section 117 of the Guthrie City Code, is hereby amended to read as follows:

**§ 5-106 DEFINITION.**

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

- (1) "Residential Sale" shall mean any sale commonly known as a garage, porch, room, backyard or patio sale or any other type of general sale conducted from or on any premises located in a residential zoning district.
- (2) "Neighborhood Sale" shall mean any sale commonly known as a garage, porch, room, backyard or patio sale or any other type of general sale conducted from or on any premises located in a residential zoning district where goods or articles of any type are held for sale to the public that is held by a recognized homeowners association, organized neighborhood group or six or more homes in a contiguous area.
- (3) "Personal Property" shall mean property which is owned, utilized and maintained by any individual or members of his/her residence and acquired in the normal course of living in or maintaining a residence, but not including motor vehicles. It does not include merchandise which was purchased for resale or obtained on consignment, or food items not grown on the premises.

**§ 5-107 LICENSE REQUIRED.**

(A) No person shall hold, conduct, engage in or participate in any manner, in a residential sale or neighborhood sale without a license as provided for in this article.

(B) A separate license shall be required for each location at which a residential is to be held, and no location shall be eligible for more than two licenses in any three-month period.

(C) A license shall be required for a neighborhood sale and no neighborhood shall be eligible for more than one license each year. Participation in a neighborhood garage sale will not affect an individual property owner's right to his allowed garage sales.

(D) The permittee shall be responsible for having the license readily available for inspection and posting the license in a conspicuous place at the site of the residential or neighborhood sale throughout the duration of the sale.

(E) Failure to obtain a license required by this article shall be deemed a violation of the Code. Failure to have the license readily available for inspection or failure to post in accordance with this article shall be deemed a violation of this Code.

(F) The issuance of a license under the provisions of this article shall not exempt the license from the terms and provisions of other ordinances.

**§ 5-108 DISPLAY OF GOODS.**

The sale area of any residential or neighborhood sale shall be confined to the premises for which the license has been issued, and in no event shall articles or goods be so displayed as to attract attention or be conspicuously in view from any public street. No personal property offered for sale shall be displayed in any public street or right-of-way.

**§ 5-109 APPLICATION.**

An applicant for a license shall furnish the City Clerk with the following information:

(A) Full name and address of applicant;

(B) The location of the proposed residential sale or locations of the proposed neighborhood sale;

(C) The date or dates upon which the sale shall be held; and

(D) An affidavit from the applicant or applicants to the effect that all goods to be sold at the residential or neighborhood sale are owned by the applicant and have not been obtained for the purpose of reselling them at the sale.

**§ 5-110 ISSUANCE; TERMS.**

(A) Permit issued for three or less consecutive days. The City Clerk is hereby authorized to grant a license for a residential or neighborhood sale for a period not to exceed three consecutive days to any person applying who otherwise complies with the requirements of this article.

(B) Exception if sale not held because of inclement weather or other emergency causes. If a residential or neighborhood sale is not held on the dates for which the license is issued or is terminated during the first day of the sale because of inclement weather conditions or other emergency causes (including, but not limited to fire, illness, natural disaster or other emergency beyond the control of the applicant) the permittee may submit a written statement which states the particular reasons why the sale was not held. The City Clerk may issue another license to the applicant for a residential or neighborhood sale to be conducted at the same location(s) within 30 days from the date when the first sale was to be held. No additional license fee is required.

**§ 5-111 LICENSE FEE.**

Residential and neighborhood sale license fees are as set forth in the fee schedule at the end of this code of ordinances.

**§ 5-112 INTERVAL BETWEEN SALES.**

No person shall hold, conduct, engage in or participate in any manner or allow a residential sale to be held or conducted on same premises under his/ her control or ownership more than two times in any three-month period, and no person shall hold, conduct, engage in or participate in any manner or allow a neighborhood sale to be held or conducted on premises under his or her control or ownership more than one time in any twelve month period, subject, however, to the exception allowed in § 5-110.

**§ 5-113 SIGNS.**

- (A) Signs permitted. Only the following specified signs may be displayed in relation to a pending residential or neighborhood sale:

Residential Sale:

- (1) On-site sign permitted. Only signs provided by the City are allowed. One sign shall be permitted and must be displayed on the property of the residence where the residential sale is being conducted.
- (2) Off-site signs permitted. Only signs provided by the City are allowed. Two signs shall be permitted to be displayed on City's right-of way. The sign must be posted as to not block the view of traffic.
- (3) Prohibited signs. No signs shall be erected, placed, posted or otherwise displayed on any public street signs and posts, traffic signs and posts, or upon a public utility pole, street light, or street light standard.

Neighborhood Sale:

- (1) On-site sign permitted. Only signs provide by the City are allowed. One sign shall be permitted and must be displayed on the property of the residence where the neighborhood sale is being conducted.
- (2) Off-site signs permitted. Only signs provided by the City are allowed. Two signs shall be permitted to be displayed on City's right-of way. The sign must be posted as to not block the view of traffic.
- (3) Prohibited signs. No signs shall be erected, placed, posted or otherwise displayed on any public street signs and posts, traffic signs and posts, or upon a public utility pole, street light, or street light standard.

(B) Time limitation. Such signs shall not be erected sooner than the day of the sale and all signs must be removed at the close of the residential or neighborhood sale activities.

(C) Removal of signs. The person to whom a residential or neighborhood sale permit was issued shall be responsible for removing any such signs.

**§ 5-114 REVOCATION AND REFUSAL.**

(A) Revocation or refusal of license; false information. Any license issued under this article may be revoked or any application for issuance of a license may be refused by the City Clerk if the application submitted by the applicant or license holder contains any false, fraudulent or misleading information.

(B) If any person pleads guilty or is otherwise convicted of an offense under this article, the City Clerk is instructed to cancel any existing residential sale license held by the person convicted and not to issue the person another residential sale license or neighborhood sale license for a period of one year from the time of conviction.

**§ 5-115 SEPARATE VIOLATIONS.**

Every day a sale is conducted in violation of this article, the sale shall constitute a separate offense.

**§ 5-116 EXEMPTIONS.**

The provisions of this article shall not apply or affect the following:

- (A) Persons acting pursuant to an order of a court of competent jurisdiction;
- (B) Persons acting in accordance with their powers and duties as public officials;
- (C) Duly licensed auctioneers selling at auctions; and

(D) Charitable organizations or persons, when the proceeds from the sale are used directly for charitable purposes and the goods or articles are not sold on a consignment basis. Persons or organizations exempted under this section must obtain a license, but without payment of fee.

**§ 5-117 PENALTY.**

(A) Any person, firm or corporation who violates any provision of this chapter, or fails to pay any license tax or to secure any license or permit required by this chapter, shall be guilty of an offense, and upon conviction thereof shall be punished as provided in this code of ordinances. Each day upon which a violation continues shall be deemed a separate offense.

(B) Any person violating any of the provisions of this article is subject to arrest and shall be guilty of an offense and shall, upon conviction thereof in Municipal Court, be punished by a fine not to exceed \$100 per offense, plus court costs. Each day the violation continues shall be a separate offense.

Adopted and approved by the City Council of the City of Guthrie the 7<sup>th</sup> day of June, 2011.

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

ATTEST: Seal

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

APPROVED AS TO SUBSTANCE  
AND FORM:

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

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Agenda Item Cover Letter

Meeting
[X] City Council
GPWA
Other:

Date of Meeting
June 7, 2011

Contact
Wanda Calvert
City Clerk/Treasurer

Agenda Item

Consider approval of Ordinance No. 3222 repealing Section 5-17 of Chapter 5 of the Guthrie Code of Ordinances dealing with Marble Machines; providing for severability and repealer.

Summary

The Citizens Rate and Fee Advisory Committee met on May 25, 2011 and unanimously approved staff's recommendation on eliminating the licensing of Marble Machines (Coin-Operated Amusement Device).

Funding Expected Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number 01-00-00-5450 Amount \$0.00
Legal Review N/A X Required Completed Date: 05-26-2011
Mayor's Appt. Yes X No

Supporting documents attached

- Ordinance No. 3222

Recommendation

Staff recommends approval.

Action Needed Public Hearing X Motion Emergency Clause

**ORDINANCE NO. 3222**

**AN ORDINANCE REPEALING SECTION 5-17 OF CHAPTER 5 OF THE GUTHRIE CODE DEALING WITH LICENSING OF MARBLE MACHINES; PROVIDING FOR SEVERAILITY AND REPEALER.**

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

Section 1. Whereas for the City of Guthrie to become a more business friendly community, it is deemed unnecessary for the municipality to issue a municipal license for Marble Machines, the Guthrie City Council hereby repeals Section 5-17, License Required, of Chapter 5 of the Guthrie City Code.

Section 2. All ordinances in conflict herewith are herby repealed.

Section 3. If any part, article, section or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of this ordinance, notwithstanding such holding.

The foregoing Ordinance was introduced before the Guthrie City Council on the 7<sup>th</sup> day of June, 2011, and was duly adopted and approved by the Mayor and City Council on said date.

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

ATTEST: Seal

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

APPROVED AS TO SUBSTANCE  
AND FORM:

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



Agenda Item Cover Letter

Meeting: [x] City Council, [ ] GPWA, [ ] Other:
Date of Meeting: June 7, 2011
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Ordinance No. 3223 repealing Section 5-76 and Section 5-78 of Chapter 5 of the Guthrie Code of Ordinances dealing with Pawnbrokers; providing for severability and repealer.

Summary

The Citizens Rate and Fee Advisory Committee met on May 25, 2011 and unanimously approved staff recommendation on eliminating the Pawnbroker License Fee and Bond at an annual loss of revenue in the amount of \$72.

Funding Expected: [x] Revenue, [ ] Expenditure, [ ] N/A
Budgeted: [ ] Yes, [x] No, [ ] N/A
Account Number: 01-00-00-5450, Amount: \$72.00 loss per year
Legal Review: [ ] N/A, [x] Required, Completed Date: 05-26-2011
Mayor's Appt.: [ ] Yes, [x] No

Supporting documents attached

- Ordinance No. 3223

Recommendation

Staff recommends approval.

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

**ORDINANCE NO. 3223**

**AN ORDINANCE REPEALING SECTION 5-76 AND SECTION 5-78 OF CHAPTER 5 OF THE GUTHRIE CODE DEALING WITH PAWNBROKERS; PROVIDING FOR SEVERABILITY AND REPEALER.**

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

Section 1. Repealing Section 5-76, License Fees: Insurance and Section 5-78, Examination of Licensees. Whereas for the City of Guthrie to become a more business friendly community, it is deemed unnecessary for the municipality to issue a municipal license for Pawnbrokers, the Guthrie City Council hereby repeals Section 5-76, License Fees; Insurance and Section 5-78, Examination of Licensees, of Chapter 5 of the Guthrie City Code.

Section 2. All ordinances in conflict herewith are hereby repealed.

Section 3. If any part, article, section or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of this ordinance, notwithstanding such holding.

The foregoing Ordinance was introduced before the Guthrie City Council on the 7<sup>th</sup> day of June, 2011, and was duly adopted and approved by the Mayor and City Council on said date.

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

ATTEST: Seal

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

APPROVED AS TO SUBSTANCE  
AND FORM:

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



**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> June 7, 2011	<b>Contact</b> Wanda Calvert City Clerk/Treasurer
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**Agenda Item**

Consider approval of Ordinance No. 3224 repealing Ordinance No. 2340 levying an Occupation Tax on Shuffle Board and all other amusement devices operated for profit, whether coin operated or not; providing for severability and repealer.

**Summary**

The Citizens Rate and Fee Advisory Committee met on May 25, 2011 and unanimously approved staff's recommendation on eliminating the Occupation Tax on Shuffle Board and all other amusement devices operated for profit, whether coin operated or not. In 2010 the City of Guthrie issued 30 Pool Table Licenses and 34 Coin-Operated Amusement Device Licenses in the total amount of \$1,280.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>01-00-00-5450</u>	<b>Amount</b>	<u>\$1,280 loss per year</u>
<b>Legal Review</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>05-26-2011</u>
<b>Mayor's Appt.</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**Supporting documents attached**

- Ordinance No. 3224

**Recommendation**

Staff recommends approval.

**Action Needed**     Public Hearing     Motion     Emergency Clause

**ORDINANCE NO. 3224**

**AN ORDINANCE REPEALING ORDINANCE NO. 2340 LEVYING AN OCCUPATION TAX ON SHUFFLE BOARD AND ALL OTHER AMUSEMENT DEVICES OPERATED FOR PROFIT, WHETHER COIN OPERATED OR NOT; PROVIDING FOR SEVERAILITY AND REPEALER.**

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

Section 1. Repealing Ordinance No. 2340. Whereas for the City of Guthrie to become a more business friendly community, it is deemed unnecessary for the municipality to issue a municipal license for Coin-Operated Amusement Devices and Gaming Tables and Ordinance No. 2340 is repealed.

Section 2. All ordinances in conflict herewith are hereby repealed.

Section 3. If any part, article, section or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of this ordinance, notwithstanding such holding.

The foregoing Ordinance was introduced before the Guthrie City Council on the 7<sup>th</sup> day of June, 2011, and was duly adopted and approved by the Mayor and City Council on said date.

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

ATTEST: Seal

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

APPROVED AS TO SUBSTANCE  
AND FORM:

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