



61st 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. 2nd Street; Guthrie, OK 73044

Tuesday, August 2, 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 discussion request is made by any Trustee or audience member, 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 July 19, 2011 3
B. Consider approval of claims..... 5

- 4. Adjourn

CITY COUNCIL MEETING

- 1. Call to Order
2. Consent Agenda

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

- A. Consider approval of minutes of the Special City Council Workshop held on July 19, 2011 17
B. Consider approval of minutes of the Regular City Council Meeting held on July 19, 2011 19
C. Consider approval of claims..... 23
D. Consider Approval of the FY2011 Sports Field Use Agreement for the Logan County Soccer Club, Inc. for the use of the Soccer Field at 300 N. Academy Road, waiving the 5% fee, as recommended by the Guthrie Park Board 25
E. Consider approval of Budget Amendment No. 6 increasing the budget for the General Fund in the amount of \$6,080 39
F. Consider approval of the Agreement for Professional Engineering Services between the City of Guthrie and Jackson & Jackson Engineering, Inc. for engineering services for the Safe Routes to School Project 43

- 3. Public Hearing and consider approval to issue a Special Use Permit requested by Angie Byte to establish "Massage Therapy" as a Home Occupation in an R-1 Zone (single family dwelling), located at 507 North Park Street 67
4. Public Hearing and consider approval to issue a Special Use Permit requested by Howard G. Williams to place a manufactured home in an R-1 Residential Zone, located at 1901 East Harrison Avenue 71

Resolutions

- 5. Consider approval of Resolution #2011-12 executing the Safe Routes to School Project Agreement (Number 1034A) by and between the City of Guthrie and the Oklahoma Department of Transportation..... 77
6. Consider approval of Resolution # 2011-13 casting a vote for the office of Oklahoma Municipal Retirement Fund Trustee representing District 6 101
7. City Manager's Report
8. Requests/comments from members of the City Council
9. Adjourn

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MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

July 19, 2011

The regular meeting of the Guthrie Public Works Authority was posted on Friday, July 15, 2011 before 5:00 p.m. and held July 19, 2011 in the Guthrie City Hall Council Chambers.

Vice Chairman Trey Ayers called the meeting to order at 7:29 p.m.

Members Present: Trey Ayers Ellen Gomes Patty Hazlewood
 Gaylord Z. Thomas

Members Absent: Chuck Burtcher Mary Coffin John Wood

Staff Present: Matt Mueller Randel Shadid Wanda Calvert
 Lance Crenshaw Rene Spineto Maxine Pruitt
 Damon Devereaux Eric Harlow Kevin Dixon, Jr.

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

Consent Agenda: Motion by Trustee Thomas, 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 July 5, 2011.

B. Consider approval of claims:

GPWA Fund:	Claims	\$50,718.28
CMOM Fund:	Claims	\$ 3,000.00
Utility Deposit Fund:	Claims	<u>\$ 256.18</u>
	Total Claims	\$53,974.46

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

Aye: Ayers, Thomas, Hazlewood, Gomes
Nay: None

Vice Chairman Ayers declared the motion carried unanimously.

Executive Session. Motion by Trustee Thomas, seconded by Trustee Hazlewood, moved approval to convene into 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

GPWA Trustees and its Attorney concerning a pending investigation or claim (HCCC Co, LLC). Trustees entered their votes and the votes were displayed with the following results:

Aye: Ayers, Hazlewood, Thomas, Gomes
Nay: None

Vice Chairman Ayers declared the motion carried unanimously at 7:31 p.m. Attending Executive Session was Vice Chairman Ayers, Trustees Hazlewood, Thomas and Gomes, City Manager Mueller and City Attorney Shadid.

Reconvene. Vice Chairman Ayers reconvened the Guthrie Public Works Authority Meeting at 8:02 p.m. and stated no action was taken in Executive Session.

Consideration of action regarding a pending investigation or claim (HCCC Co, LLC). No action was taken.

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

Aye: Ayers, Thomas, Hazlewood, Gomes
Nay: None

Vice Chairman Ayers declared the motion carried unanimously at 8:03 p.m.

Wanda Calvert, City Clerk

Trey Ayers, Vice Chairman

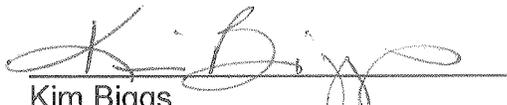


GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

August 2, 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.


Kim Biggs
Purchasing Agent

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

Matt Mueller
General Manager

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

Invoice #	Vendor	Description	Account	Cost
JUNE 2011	OKLAHOMA UNIFORM BLDG CO	Permit Fee Collection - June 2011	01-00-00-2013	\$112.00
		Total		\$112.00
		Total		\$112.00
JULY 2011	OG&E 405	Monthly Billing for Electric Service General	01-01-00-6305	\$12,241.95
JULY 2011	OG&E 405	Monthly Billing for Electric Service Street Ligh	01-01-00-6306	\$9,856.50
JULY 2011	OKLA NATURAL GAS COMPANY	General Monthly Gas Payments	01-01-00-6307	\$1,158.33
		Total		\$23,256.78
		Total GENERAL GOVERNMENT		\$23,256.78
0030108	AUTO-GRAPHICS, INC. (21799)	Support & Maintenance for ILS	01-06-60-6131	\$2,060.00
		Total LIBRARY		\$2,060.00
		Total LIBRARY		\$2,060.00
MEAL REIMBUR ANTHONY GIBBS (21409)		Meal Reimbursement for Drug Recognition Tr	01-07-70-6343	\$67.30
		Total POLICE ADMINISTRATION		\$67.30
		Total POLICE		\$67.30
		Total GENERAL FUND		\$25,496.08
JULY 2011	OG&E 405	Monthly Billing for Electric Service GPWA	20-21-00-6305	\$12,511.82
JULY 2011	OKLA NATURAL GAS COMPANY	GPWA Monthly Gas Payments	20-21-00-6307	\$582.91
		Total		\$13,094.73
		Total PUBLIC WORKS GENERAL		\$13,094.73
MILEAGE 2011	VALERIE EPPERSON (329)	Mileage Reimbursement	20-22-00-6047	\$69.77
MILEAGE 2011	HEATHER YOST 22580	Mileage	20-22-00-6047	\$66.30
		Total		\$136.07
		Total PUBLIC WORKS ADMINISTRATION		\$136.07
		Total GPWA OPERATING FUND		\$13,230.80
74891062	DELL FINANCIAL (21623)	Monthly Lease Payment on Server	54-54-04-6706	\$522.98
		Total INFORMATION SERVICES		\$522.98
		Total FACILITIES		\$522.98
		Total CAPITAL PROJECTS		\$522.98
02-023052-014 R MISCELLANEOUS			71-00-00-5555	\$37.01
07-072910-008 R MISCELLANEOUS			71-00-00-5555	\$33.01
08-082831-017 R MISCELLANEOUS			71-00-00-5555	\$43.42
08-083150-003 R MISCELLANEOUS			71-00-00-5555	\$75.00
11-110992-001 R MISCELLANEOUS			71-00-00-5555	\$28.26
13-130540-009 R MISCELLANEOUS			71-00-00-5555	\$123.11
99-991148-001 R MISCELLANEOUS			71-00-00-5555	\$37.76
		Total		\$377.57
		Total		\$377.57
		Total UTILITY DEPOSIT FUND		\$377.57
JULY 2011	OG&E 405	Monthly Billing for Electric Serice Airport (GE	98-98-00-6305	\$1,080.68
		Total		\$1,080.68

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
		Total AIRPORT FUND		\$1,080.68
		Total AIRPORT FUND		\$1,080.68
		Total All Funds		\$40,708.11

EARLY PAY

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
5074914	OHCA - FINANCE (22111)	Overpayment on Ambulance Invoice	01-00-00-5435	\$68.96
5862155	OHCA - FINANCE (22111)	Overpayment on Ambulance Invoice	01-00-00-5435	\$98.03
		Total		\$166.99
		Total		\$166.99
M6212011	JOHN M ARLEDGE & ASSOC. (21	Auditing Service for Fiscal Year 2010 - FY 20	01-01-00-6330	\$3,000.00
		Total		\$3,000.00
		Total GENERAL GOVERNMENT		\$3,000.00
JULY 2011	RANDEL C. SHADID (20656)	Seminars, Postage, etc. Reimbursements	01-02-20-6054	\$7.04
JUNE POSTAGE	RANDEL C. SHADID (20656)	Seminars, Postage, etc. Reimbursements	01-02-20-6054	\$53.52
		Total CITY MANAGER		\$60.56
		Total ADMINISTRATION		\$60.56
MILEAGE REIM	APRIL DEVEREAUX 22230	Mileage Reimbursment	01-05-50-6048	\$14.52
		Total COMMUNITY DEVELOPMENT		\$14.52
		Total PLANNING		\$14.52
1077369	RICOH AMERICAS CORPORATIO	Monthly Maintenance for Copier Fire Departm	01-09-90-6317	\$115.96
		Total SUPPRESSION		\$115.96
		Total FIRE		\$115.96
		Total GENERAL FUND		\$3,358.03
JUL 2011	WASTE CONNECTIONS, INC (210		20-00-00-5466	(\$250.00)
		Total		(\$250.00)
		Total		(\$250.00)
AUGUST - 2ND	C-21, GOODYEAR GREEN - JAN	Building Tenancy Agreement with CIL Invest	20-21-00-6112	\$3,500.00
JULY 2011	USPS - UNITED STATES POSTAL	Postage Meter	20-21-00-6309	\$1,000.00
JUL 2011	NOBEL SYSTEMS 22623	Telephone System Maintenance	20-21-00-6347	\$310.00
JULY 2011	NOBEL SYSTEMS 22623	Telephone System Maintenance	20-21-00-6347	\$35.00
JUNE 2011	WASTE CONNECTIONS, INC (210	Monthly Sanitation Service	20-21-00-6348	\$66,984.32
		Total		\$71,829.32
		Total PUBLIC WORKS GENERAL		\$71,829.32
JUNE 2011	WASTE CONNECTIONS, INC (210	Convenience Center	20-26-00-6375	\$12,055.19
		Total		\$12,055.19
		Total CONVENIENCE CENTER		\$12,055.19
		Total GPWA OPERATING FUND		\$83,634.51
TREE GRANT	MARCUM'S NURSERY	Tree Planting Services - Tree Grant	30-30-15-6579	\$8,892.00
		Total PARKS & PUBLIC GROUNDS		\$8,892.00
		Total GRANTS		\$8,892.00
		Total GRANTS FUND		\$8,892.00
QUARTER JUNE	GUTHRIE CHAMBER OF COMME	Hotel/Motel Tax - Tourism Portion Per Agree	45-45-00-6367	\$18,452.40
		Total		\$18,452.40
		Total HOTEL/MOTEL-TOURISM		\$18,452.40

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

Invoice #	Vendor	Description	Account	Cost
		Total HOTEL/MOTEL TAX FUND		\$18,452.40
AUGUST 2011	SUSQUEHANNA COMM. FINANC	Lease BroadCastPix	54-54-04-6706	\$732.74
		Total INFORMATION SERVICES		\$732.74
		Total FACILITIES		\$732.74
		Total CAPITAL PROJECTS		\$732.74
		Total All Funds		\$115,069.68

EARLY PAY

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
6114	ACOG(530)	FY 2012 Dues Assessment	01-01-00-6350	\$6,678.00
4/2010 THRU 6-2	LOGAN COUNTY CLERK(1135)	Civil Defense per Agreement	01-01-00-6371	\$1,500.00
5204	MESO(126)	Quarterly Safety Training, July August and Se	01-01-00-6373	\$625.00
		Total		\$8,803.00
		Total GENERAL GOVERNMENT		\$8,803.00
5399	STRATEGIC GOVERNMENT RES	Collaborative Training for Employees with: Ci	01-02-24-6373	\$1,044.25
		Total HUMAN RESOURCES		\$1,044.25
		Total ADMINISTRATION		\$1,044.25
INV624	PANOPTO 22357	CourseCast Hosted video July 2011	01-04-45-6381	\$49.00
		Total INFORMATION SERVICES		\$49.00
		Total INFORMATION SERVICES		\$49.00
1833	ONE STOP COPY SHOP (20470)	Jim Hanke Business Cards	01-05-50-6308	\$10.00
		Total COMMUNITY DEVELOPMENT		\$10.00
32672	MIDWEST PUBLISHING COMPAN	500 Warning Tickets - Code Enforcement	01-05-51-6308	\$63.00
80	A CUT ABOVE LAWN SERVICE	2 Abatement for 401 N. Division, 419 E. Perkin	01-05-51-6354	\$200.00
81	A CUT ABOVE LAWN SERVICE	2 Abatement for 401 N. Division, 419 E. Perkin	01-05-51-6354	\$130.00
82	A CUT ABOVE LAWN SERVICE	2 Abatement for 401 N. Division, 419 E. Perkin	01-05-51-6354	\$260.00
83	A CUT ABOVE LAWN SERVICE	2 Abatement for 401 N. Division, 419 E. Perkin	01-05-51-6354	\$75.00
		Total CODE COMPLIANCE		\$728.00
		Total PLANNING		\$738.00
B1845957	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$15.06
B1848047	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$5.18
B1848540	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$14.83
B1853540	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$16.19
B1853581	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$9.03
B1859100	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$35.67
B1859121	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$9.78
B1859858	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$15.08
B1859895	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$107.14
B1859917	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$118.87
B1859921	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$38.94
B1859944	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$14.53
B1860117	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$15.09
B1860579	BRODART(289)	Adult & Juvenile Books	01-06-60-6130	\$151.98
938056	CENTER POINT LARGE PRINT (2	Large Print Standing Order - General Fiction,	01-06-60-6130	\$127.02
		Total LIBRARY		\$694.39
		Total LIBRARY		\$694.39
83259	BOTACH TACTICAL 22290	Rifle Sling Packages plus shipping	01-07-70-6114	\$42.16
000319	GHM ENTERPRISES (1097)	Laundry June 2011	01-07-70-6310	\$4.38
000325	GHM ENTERPRISES (1097)	Laundry June 2011	01-07-70-6310	\$15.00
000334	GHM ENTERPRISES (1097)	Laundry June 2011	01-07-70-6310	\$7.20
000339	GHM ENTERPRISES (1097)	Laundry June 2011	01-07-70-6310	\$14.40
2033153	INTEGRATED CIRCUITS (21906)	Repairs to Portable Radio and to Vertx Radio	01-07-70-6318	\$150.00
		Total POLICE ADMINISTRATION		\$233.14

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
408463	SOUTHPOINTE VETERINARY CLI	Euth 6/6, 6/22, 6/28	01-07-72-6104	\$6.00
408465	SOUTHPOINTE VETERINARY CLI	Euth 6/6, 6/22, 6/28	01-07-72-6104	\$15.00
408466	SOUTHPOINTE VETERINARY CLI	Euth 6/6, 6/22, 6/28	01-07-72-6104	\$3.00
3007	UNIQUE DESIGNS (21785)	Shirts for New Hire (Duck)	01-07-72-6110	\$45.00
0030437-2176-4	WASTE MANAGEMENT (22106)	DEY-Dead Animals, Evf8-Env Fee	01-07-72-6114	\$91.60
		Total ANIMAL CONTROL		\$160.60
2033159	H & H MARINE 1382	Yamaha Shorelander for Use in Guthrie and L	01-07-78-6114	\$727.25
2377646	OKLAHOMA HOME CENTERS, IN	Concreate to set Grills and Posts at Lake Gut	01-07-78-6114	\$44.34
2377699	OKLAHOMA HOME CENTERS, IN	Concreate to set Grills and Posts at Lake Gut	01-07-78-6114	\$26.90
66196	J & I TRAILER HITCH 898	Receiver Hitch Installation, Trailer Wiring and	01-07-78-6116	\$244.95
		Total LAKE ENFORCEMENT		\$1,043.44
04-1200078	OKLA DEPARTMENT OF PUBLIC	OLETS Fee	01-07-79-6304	\$350.00
		Total COMMUNICATIONS		\$350.00
		Total POLICE		\$1,787.18
2031957.	WILLOBY'S WHOLESALE (631)	Misc. Supplies	01-09-90-6016	\$157.49
2011-10974	INTEGRIS EMPLOYEE HEALTH	Dustin Bowman Pension Physical	01-09-90-6030	\$475.00
5389	CRESCENT PIPE & SUPPLY COM	Misc Fittins BT #12	01-09-90-6102	\$365.67
162760	SPECIAL-OPS UNIFORMS, INC. (	Uniforms and Supplies	01-09-90-6110	\$14.00
162926	SPECIAL-OPS UNIFORMS, INC. (	Uniforms and Supplies	01-09-90-6110	\$537.95
162962	SPECIAL-OPS UNIFORMS, INC. (	Uniforms and Supplies	01-09-90-6110	\$429.98
012254	BRANCH'S HEAT & AIR(75)	Heat and Air Repair	01-09-90-6112	\$682.50
015523	BRANCH'S HEAT & AIR(75)	Heat and Air Repair	01-09-90-6112	\$55.00
127176	GOOCH-SMITH ELECTRIC(1279)	Electrical Repairs and Service	01-09-90-6112	\$386.00
756612	GOOCH-SMITH ELECTRIC(1279)	Electrical Repairs and Service	01-09-90-6112	\$750.00
190070	HAGAR RESTAURANT SERVICE	Ice Machine Repair	01-09-90-6112	\$631.99
2376702	OKLAHOMA HOME CENTERS, IN	Misc Supplies	01-09-90-6112	\$9.48
0054949	BOWMAN'S WRECKER SERVICE	Wrecker Service for Fire Department	01-09-90-6316	\$131.10
472093	CONRAD FIRE EQUIPMENT 224	E-1 Strobe Lights	01-09-90-6316	\$146.60
17995	JERRY'S WRECKER SERVICE (5	Blanket PO for Towing	01-09-90-6316	\$150.00
146769	JOE COOPER TRUCK CENTER	Ambulance 2 - Radiator Replacement	01-09-90-6316	\$1,263.72
185623	NAPA AUTO PARTS AND MACHI	Misc. Supplies for Fire Department	01-09-90-6316	\$5.76
89685	RON'S MOBILE TIRE 506	Tires and Tire Repair	01-09-90-6316	\$8.00
89757	RON'S MOBILE TIRE 506	Tires and Tire Repair	01-09-90-6316	\$15.00
		Total SUPPRESSION		\$6,215.24
922486	ALLMED (21869)	Supplies	01-09-92-6104	\$8.24
924011	ALLMED (21869)	Supplies	01-09-92-6104	\$44.00
924442	ALLMED (21869)	Supplies	01-09-92-6104	\$1,003.87
PE73864	LAMPTON WELDING SUPPLY(32	Welding Supplies	01-09-92-6104	\$60.24
R452479	LAMPTON WELDING SUPPLY(32	Welding Supplies	01-09-92-6104	\$40.32
4002678473	STERICYCLE, INC. (1463)	EMS Supplies Disposal for Fire Department	01-09-92-6104	\$234.32
162571	SPECIAL-OPS UNIFORMS, INC. (	Misc. Supplies	01-09-92-6110	\$193.98
566291	PERFECTION EQUIPMENT CO.(4	Supplies	01-09-92-6316	\$129.90
10-469	XAMOL TECHNOLOGY SOLUTIO	Computer Repairs	01-09-92-6356	\$655.00
		Total EMS		\$2,369.87
20111213	C.O.P.S. PRODUCTS, L.L.C. 226	Armor Express Quantum Level 11 Concealabl	01-09-96-6114	\$795.75
21679	RDJ SPECIALTIES, INC. (21679)	Fire Helmets	01-09-96-6121	\$359.43
CVCS19208	ESKRIDGE CHEVROLET 22721	Oil Change on Tahoe	01-09-96-6316	\$33.18

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

Invoice #	Vendor	Description	Account	Cost
Total PREVENTION				\$1,188.36
Total FIRE				\$9,773.47
184510	NAPA AUTO PARTS AND MACHI	Tools	01-12-00-6102	\$65.99
184955	NAPA AUTO PARTS AND MACHI	Tools	01-12-00-6102	\$27.47
185365	NAPA AUTO PARTS AND MACHI	Tools	01-12-00-6102	\$303.89
185880	NAPA AUTO PARTS AND MACHI	Battery Charger/Tools	01-12-00-6102	\$229.64
0218-461978	O'REILLY AUTO PARTS (952)	Tools	01-12-00-6102	\$237.91
0218-464764	O'REILLY AUTO PARTS (952)	Tools	01-12-00-6102	\$59.98
141112	STILLWATER MILLING (1386)	Chemicals to Spray Road Side and Bridges, p	01-12-00-6104	\$1,469.15
36706	FENSCO, INC. 1347	Guardrail Material Post for Rail on HWY33	01-12-00-6113	\$1,170.00
12644.	HOMETOWN RENTAL & FEED(16	Sharpen Chainsaw blades and Removal of Li	01-12-00-6113	\$268.38
12644	HOMETOWN RENTAL & FEED(16	Sharpen Chainsaw blades and Removal of Li	01-12-00-6113	\$45.50
5538	OKLA CONSTRUCTION MATERIA	Rock for Gravel Roads - Street Maintenance	01-12-00-6113	\$250.41
5555	OKLA CONSTRUCTION MATERIA	Rock for Gravel Roads - Street Maintenance	01-12-00-6113	\$238.97
5781	OKLA CONSTRUCTION MATERIA	Rock for Gravel Roads - Street Maintenance	01-12-00-6113	\$344.88
102851	STILLWATER STEEL 22366	Aluminum to Rebuild Lift Truck Box for Street	01-12-00-6113	\$800.70
0243478-IN	SULLIVAN SUPPLY SOUTH INC.	4 - 24" Fan 1/2 HP Motors for Street Dept BI	01-12-00-6113	\$1,146.91
Total				\$6,659.78
Total STREET				\$6,659.78
0532286905	AZ COMMERCIAL (1556)	Replace Hand Tools	01-14-00-6102	\$4.78
2377245	OKLAHOMA HOME CENTERS, IN	Misc Supplies for building, lights, etc.	01-14-00-6112	\$22.98
185647	NAPA AUTO PARTS AND MACHI	Oil Dry, Rough Service Bulbs, Etc	01-14-00-6114	\$31.44
Total				\$59.20
053231051	AZ COMMERCIAL (1556)	Misc Automotive Parts	01-14-41-6116	\$12.79
0532364561	AZ COMMERCIAL (1556)	Misc Automotive Parts	01-14-41-6116	\$17.99
0532367698	AZ COMMERCIAL (1556)	Misc Automotive Parts	01-14-41-6116	\$12.76
0532371072	AZ COMMERCIAL (1556)	Misc Automotive Parts	01-14-41-6116	\$12.79
0055535	BOWMAN'S WRECKER SERVICE	Towing Service	01-14-41-6116	\$95.45
160726	COUNTRY FORD-MERCURY (130	Ford Parts and Service	01-14-41-6116	\$79.95
160866	COUNTRY FORD-MERCURY (130	Ford Parts and Service	01-14-41-6116	\$171.75
160912	COUNTRY FORD-MERCURY (130	Ford Parts and Service	01-14-41-6116	\$238.32
43707	COUNTRY FORD-MERCURY (130	Ford Parts and Service	01-14-41-6116	\$459.96
CVCS19084	ESKRIDGE CHEVROLET 22721	Misc Automotive	01-14-41-6116	\$478.62
CVCS19182	ESKRIDGE CHEVROLET 22721	Chevrolet Parts and Service	01-14-41-6116	\$929.14
CVCS19264	ESKRIDGE CHEVROLET 22721	Chevrolet Parts and Service	01-14-41-6116	\$559.49
125665	JOHN VANCE MOTORS(602)	Misc GM and Chrysler Parts	01-14-41-6116	\$50.84
125687	JOHN VANCE MOTORS(602)	Misc GM and Chrysler Parts	01-14-41-6116	\$109.89
125706	JOHN VANCE MOTORS(602)	Misc GM and Chrysler Parts	01-14-41-6116	\$80.32
260951	JOHN VANCE MOTORS(602)	Misc. GM and Chrylser Parts and Service	01-14-41-6116	\$156.23
002433	OKLAHOMA HOME CENTERS, IN	Misc. Hardware, Chain, Hooks, etc.	01-14-41-6116	\$38.15
2376382	OKLAHOMA HOME CENTERS, IN	Misc. Hardware, Chain, Hooks, etc.	01-14-41-6116	\$33.65
2376548	OKLAHOMA HOME CENTERS, IN	Misc. Hardware, Chain, Hooks, etc.	01-14-41-6116	\$150.71
2376704	OKLAHOMA HOME CENTERS, IN	Misc. Hardware, Chain, Hooks, etc.	01-14-41-6116	\$27.21
0218- 431737	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$8.22
0218-429928	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$17.99
0218-434093	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$4.89
0218-459547	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$12.78
0218-459603	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$13.60

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
0218-460026	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$9.33
0218-460027	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$8.11)
0218-460339	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$1.99
0218-460357	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$1.99
0218-460492	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$33.74
0218-460494	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$6.34
0218-460499	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$12.00
0218-460566	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$2.49
0218-460578	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$6.39
0218-460765	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$173.34
0218-460769	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$99.21
0218-460787	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$203.61
0218-460799	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$85.49
0218-460872	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$170.98)
0218-461537	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$125.99)
0218-461792	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$36.32
0218-461883	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$35.02
0218-461900	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$36.32)
0218-462868	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$4.49
0218-463238	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$35.02)
0218-463386	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$24.99
0218-463412	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$24.99)
0218-463482	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$103.79
0218-463511	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$12.00)
0218-464950	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$177.93
0218-464955	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$12.00)
0002427	SHINES KWIK LUBE 21052	Vehicle Preventive Maintenance	01-14-41-6116	\$81.40
GPWA	SHINEY BAYS (22581)	Car Wash - Fleet/GPWA	01-14-41-6116	\$76.10
IN.1893658	THERMO FLUID, INC. 20741	Waste Oil, Antifreeze and Filter Removal	01-14-41-6116	\$71.85
NP3561228	FLEETCOR TECHNOLOGIES (219	Fleet Fuel	01-14-41-6118	\$19,741.19
F7084	JIM JOHNSON OIL CO. (21480)	Lubricants and Fluids	01-14-41-6118	\$172.95
F7187	JIM JOHNSON OIL CO. (21480)	Lubricants and Fluids	01-14-41-6118	\$48.00
		Total FLEET MAINTENANCE		\$24,558.03
		Total FLEET MAINTENANCE		\$24,617.23
2032973.	WILLOBY'S WHOLESALE (631)	Ice and Water	01-15-11-6110	\$17.50
01-284274-84	CROSSLAND'S RENTAL(134)	Portable Toilet Rental at Guthrie Lake and Lib	01-15-11-6112	\$73.00
01-284275-83	CROSSLAND'S RENTAL(134)	Portable Toilet Rental at Guthrie Lake and Lib	01-15-11-6112	\$73.00
01-425908-26	CROSSLAND'S RENTAL(134)	Portable Toilet Rental at Guthrie Lake and Lib	01-15-11-6112	\$83.00
0002358	D & S HEAT AND AIR 22745	Highland Hall Re-Charge a/c Unit with Refrige	01-15-11-6112	\$2,138.13
0002359	D & S HEAT AND AIR 22745	Highland Hall Re-charge A/C Unit with Refrig	01-15-11-6112	\$389.25
S1200965.001	DAVIS PIPE & SUPPLY (22744)	Control Panel for Sprinkler (Harrison and Divis	01-15-11-6112	\$57.81
6-05161-11	DOLESE BROTHERS CO. (153)	Sand for Cemetery	01-15-11-6112	\$16.83
0001911	HURLEY PLUMBING 267	Restroom Repairs at Highland Hall	01-15-11-6112	\$55.00
203 3051	WILLOBY'S WHOLESALE (631)	T-Posts, Fencing at Liberty Lake	01-15-11-6112	\$42.85
2033051	WILLOBY'S WHOLESALE (631)	T-Posts, Fencing at Liberty Lake	01-15-11-6112	\$231.05
184875	NAPA AUTO PARTS AND MACHI	Vehicle Parts	01-15-11-6316	\$2.10
185037	NAPA AUTO PARTS AND MACHI	Vehicle Parts	01-15-11-6316	\$12.00
185244	NAPA AUTO PARTS AND MACHI	Vehicle Parts	01-15-11-6316	\$83.40
ED3233	CENTRAL NEW HOLLAND, INC. (	Belts, Blades, Filters and Parts for Bad Boy M	01-15-11-6317	\$70.66

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
0218-464969	O'REILLY AUTO PARTS (952)	Parts for Mower and Power Equipment	01-15-11-6317	\$30.42
662817-0001	PIONEER EQUIPMENT RENTAL,	Mower Parts	01-15-11-6317	\$448.70
665675-0001	PIONEER EQUIPMENT RENTAL,	Mower Parts	01-15-11-6317	\$238.50
ED3226	PIONEER EQUIPMENT RENTAL,	Mower Parts	01-15-11-6317	\$872.79
		Total PARKS		\$4,935.99
		Total PARKS & PUBLIC GROUNDS		\$4,935.99
		Total GENERAL FUND		\$69,102.29
502	B C M CONSTRUCTION (22059)	Repair Storage Shed - Municipal Services Tor	20-21-00-6112	\$856.29
59588	USTI(763)	eBill transaction Fees and Monthly Base Char	20-21-00-6340	\$17.92
59865	USTI(763)	eBill transaction Fees and Monthly Base Char	20-21-00-6340	\$22.56
		Total		\$896.77
		Total PUBLIC WORKS GENERAL		\$896.77
BSW262654	BRENNTAG SOUTHWEST, INC. (	Flouride	20-23-00-6104	\$1,856.25
568	MID AMERICA HYDRO TECH (211	Polymer Filer Aid	20-23-00-6104	\$299.98
9573801025	GRAINGER, INC.(220)	Ventilation Fan, estimated freight	20-23-00-6112	\$285.53
0000	OKLAHOMA HOME CENTERS, IN	Blanket Supplies	20-23-00-6317	\$13.86
		Total		\$2,455.62
		Total WATER PLANT		\$2,455.62
92028	SOUTHWEST CHEMICAL (20977)	Blanket for Sodium Bisulfite	20-24-00-6104	\$873.75
1F23012	ACCURATE ENVIRONMENTAL, L	Testing	20-24-00-6109	\$350.00
1F28013	ACCURATE ENVIRONMENTAL, L	Testing	20-24-00-6109	\$60.00
1F30016	ACCURATE ENVIRONMENTAL, L	Testing	20-24-00-6109	\$200.00
1G05004	ACCURATE ENVIRONMENTAL, L	Testing	20-24-00-6109	\$85.00
DR05487	MOLLMAN'S WATER CONDITION	Quarterly D.I Tank Rental	20-24-00-6109	\$115.00
433750	UTILITY SUPPLY OF AMERICA (	Lift Station Floats and shipping	20-24-00-6312	\$921.53
665672-0001	UTILITY SUPPLY OF AMERICA (	Tubing Adaptors and shipping	20-24-00-6317	\$243.77
2376838	OKLAHOMA HOME CENTERS, IN	Misc. Supplies Blanket	20-24-00-6357	\$6.79
		Total		\$2,855.84
		Total WASTE WATER TREATMENT PLANT		\$2,855.84
2033062	THINK INK PROMOTIONS 22477	Shirts for Line Maintenance	20-27-00-6016	\$60.00
S8884	ACCURATE ENVIRONMENTAL, L	Charles Downey Class D Water and Wast W	20-27-00-6048	\$315.00
141128	STILLWATER MILLING (1386)	Chemicals to Spray for Weeds	20-27-00-6104	\$79.00
2376003	OKLAHOMA HOME CENTERS, IN	Parts and Supplies	20-27-00-6119	\$33.98
2376466	OKLAHOMA HOME CENTERS, IN	Parts and Supplies	20-27-00-6119	\$0.92
2376743	OKLAHOMA HOME CENTERS, IN	Parts and Supplies	20-27-00-6119	\$39.95
14599	LOGAN COUNTY ASPHALT(1543)	Road Repairs	20-27-00-6313	\$132.00
89900	RON'S MOBILE TIRE 506	For tire repairs as needed	20-27-00-6317	\$12.00
89933	RON'S MOBILE TIRE 506	For tire repairs as needed	20-27-00-6317	\$29.00
348063	CUES (21495)	Software Updates for Camera Truck	20-27-00-6392	\$1,800.00
		Total		\$2,501.85
		Total LINE MAINTENANCE		\$2,501.85
659070	GOOCH-SMITH ELECTRIC(1279)	Swimming Pool Chlorine Pump with Disconne	20-29-00-6112	\$225.00
0001912	HURLEY PLUMBING 267	Bath House Repairs	20-29-00-6112	\$281.80
		Total		\$506.80

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

Invoice #	Vendor	Description	Account	Cost
Total MUNICIPAL POOL				\$506.80
Total GPWA OPERATING FUND				\$9,216.88
BC Mech Final P	HCCC _o , LLC. 22368	Guthrie Water Treatment Plant - Section A 20	50-50-00-6373	\$2,700.00
Elec Mech Final	HCCC _o , LLC. 22368	Guthrie Water Treatment Plant - Section A 20	50-50-00-6373	\$57,792.00
Gale - Final Pay	HCCC _o , LLC. 22368	Guthrie Water Treatment Plant - Section A 20	50-50-00-6373	\$5,828.40
Haynes Final Pa	HCCC _o , LLC. 22368	Guthrie Water Treatment Plant - Section A 20	50-50-00-6373	\$236,762.08
Kruger Final Pay	HCCC _o , LLC. 22368	Guthrie Water Treatment Plant - Section A 20	50-50-00-6373	\$52,500.00
Slattery Final Pa	HCCC _o , LLC. 22368	Guthrie Water Treatment Plant - Section A 20	50-50-00-6373	\$19,304.80
Total				\$374,887.28
Total WATER TREATMENT PLANT IMPROVEMENT				\$374,887.28
Total WATER TREATMENT PLANT FUND				\$374,887.28
APPLICATION # 2614	JORDAN CONTRACTORS INC. METCO(21272)	SANTITARY SEWER SYSTEM IMPROVEME CMOM Sanitary Sewer Project - Materials Te	55-55-00-6547 55-55-00-6547	\$226,561.40 \$2,293.00
2011985	MYERS ENGINEERING CORPOR	Partial Payment of Engineering Services	CM 55-55-00-6547	\$3,647.60
2011986	MYERS ENGINEERING CORPOR	Partial payment of Engineering Services	CM 55-55-00-6547	\$17,979.17
2012072	MYERS ENGINEERING CORPOR	Resident Inspection Services for S.S.	CMOM 55-55-00-6547	\$11,440.00
2012073	MYERS ENGINEERING CORPOR	Partial payment of Engineering Services	CM 55-55-00-6547	\$1,438.33
2012074	MYERS ENGINEERING CORPOR	Partial Payment of Engineering Services	CM 55-55-00-6547	\$1,160.31
Total				\$264,519.81
Total INFRASTRUCTURE				\$264,519.81
Total CMOM Fee				\$264,519.81
02-020481-015 R	MISCELLANEOUS		71-00-00-5555	\$21.67
02-021732-016 R	MISCELLANEOUS		71-00-00-5555	\$29.64
04-045400-002 R	MISCELLANEOUS		71-00-00-5555	\$92.14
07-070731-003 R	MISCELLANEOUS		71-00-00-5555	\$6.71
07-074017-003 R	MISCELLANEOUS		71-00-00-5555	\$3.38
08-082262-005 R	MISCELLANEOUS		71-00-00-5555	\$11.19
08-083290-006 R	MISCELLANEOUS		71-00-00-5555	\$44.98
10-102390-001 R	MISCELLANEOUS		71-00-00-5555	\$132.93
12-123640-002 R	MISCELLANEOUS		71-00-00-5555	\$17.00
14-142833-007 R	MISCELLANEOUS		71-00-00-5555	\$32.31
14-144104-010 R	MISCELLANEOUS		71-00-00-5555	\$21.29
Total				\$413.24
Total				\$413.24
Total UTILITY DEPOSIT FUND				\$413.24
0218-467829	O'REILLY AUTO PARTS (952)	Fuses, Tube Patch Tool and Jack Stands	98-98-00-6317	\$25.97
Total				\$25.97
Total AIRPORT FUND				\$25.97
Total AIRPORT FUND				\$25.97
Total All Funds				\$708,165.47

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MINUTES

CITY COUNCIL MEETING

Council Workshop

July 19, 2011

The special meeting of the sixty-first City Council of Guthrie, Oklahoma, was posted on Friday, July 15, 2011 before 5:00 p.m. and held July 19, 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 Ellen Gomes Gaylord Z. Thomas
 Patty Hazlewood

Members Absent: Chuck Burtcher John Wood Mary Coffin

Staff Present: Matt Mueller Wanda Calvert Lance Crenshaw
 Maxine Pruitt Damon Devereaux Rene Spineto
 Eric Harlow

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

Discussion and consideration on next steps of recycle bank program. The City of Guthrie has held two Town Hall Meetings on the potential Recyclebank Program. We put a long article about the program in last month's newsletter that goes in the utility bills. The opinion poll has been fluctuating, but currently stands at 47.5% in favor of the program and 52.5% against the program. There have been some very legitimate concerns that were brought up and it seems that the biggest concern is the \$4.55 cost that would be assessed on all residential utility bills. Even though there are rewards associated with Recyclebank that would offset the cost of the program for the average household, there are a lot of customers who do not feel like they generate enough trash or recyclable materials to recognize the benefit and would therefore just be left with an additional cost. These customers are generally our elderly citizens who are on a fixed income and would be hit the hardest by the fee. Motion by Vice Mayor Ayers, seconded by Councilmember Thomas, moved approval to instruct City staff to communicate with Waste Connections to see if the Recyclebank Program can be on a volunteer basis and to report back to City Council by the end of September 2011. A roll call vote was taken.

Aye: Ayers, Hazlewood, Gomes, Thomas
Nay: None

Vice Mayor Ayers declared the motion carried unanimously.

Discussion and consideration of Ordinance No. 3225 involving restrictions for off-street parking. Community Development Director Rene Spineto presented to City Council the draft of Ordinance No. 3225 amending Article 5, Section 10-7 of Ordinance No. 2422 of the Guthrie Code of Ordinances providing restrictions for off-street parking within the City limits. Currently Section 10-7 states, "All parking spaces and driveways providing access thereto shall be paved with a sealed surface pavement...." That section has proven to be unclear and difficult to enforce. The wording of the proposed Ordinance is more descriptive and concise. The proposed Ordinance also defines exact Exceptions to the Ordinance, and a procedure for granting a variance based on undue hardship. This revision will provide City staff with a clear tool to enforce the intent of the Parking section of the Zoning Ordinance, which requires that all motor vehicles or trailers be parked on either an asphalt or concrete pavement. It was the consensus of the City Council for staff to further their research on the restrictions of off-street parking.

Questions and discussion regarding agenda items:

Addendum to the FY 2010 Audit Engagement Letter. This item is to consider approval of FY 2010 Audit Engagement Letter Addendum with Arledge & Associates, P.C. to provide Single Audit Reports. Arledge & Associates has been the City of Guthrie's auditors since the FY 2004 audit. The original FY 2010 Audit Engagement Letter quoted fees that did not anticipate the requirement of the Single Audit Act. The City did have expenditures from federal awards that exceeded \$500,000 and was required to comply with the Single Audit Act. Arledge and Associates are proposing a fee of \$3,000 for preparing the documents for this requirement.

Grant Funded Equipment. This item is to consider approval to receive grant-funded equipment from Oklahoma Office of Homeland Security's Urban Area Security Initiatives Program for a Medlite EMS Transportation Skid for the Fire Department's Polaris utility vehicle. This is a no-match grant funded piece of equipment, purchased and provided by the Oklahoma Office of Homeland Security's (OKOHS) Urban Area Security Initiatives Program. The Medlite EMS Transportation Skid is a device that attaches to our Polaris utility vehicle to allow for safe transport of victims and medical equipment in and out of remote areas that our ambulances cannot travel. This equipment will also be utilized during some of our annual festivals, such as 89'ers weekend. This equipment would normally cost \$4,608.88 but we will receive it at no cost to the City. This equipment is entirely funded with grant money through the OKOHS.

Request for future items of discussion. Update on the Viaduct Project.

Adjournment. There being no further business for the Guthrie City Council, Vice Mayor Ayers declared the meeting adjourned at 6:46 p.m.

Wanda Calvert, City Clerk

Trey Ayers, Vice Mayor

MINUTES

CITY COUNCIL MEETING

July 19, 2011

The regular meeting of the sixty-first City Council of Guthrie, Oklahoma was posted on Friday, July 15, 2011 before 5:00 p.m. and held July 19, 2011 in the Guthrie City Hall Council Chambers.

Invocation was given by Jason Starns, Guthrie Firefighter

Pledge of Allegiance was led by Vice Mayor Trey Ayers.

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

Members Present:	Trey Ayers	Ellen Gomes	Gaylord Z. Thomas
	Patty Hazlewood		

Members Absent:	Chuck Burtcher	Mary Coffin	John Wood
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Staff Present:	Matt Mueller	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Rene Spineto	Maxine Pruitt
	Damon Devereaux	Eric Harlow	Kevin Dixon, Jr.

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

Public Comments. Fire Chief Eric Harlow recognized the recent Fire Department promotions with presentation of new fire helmets and badges: Captain Jason Starns, Lieutenant Ryan Adams and Battalion Chief Greg Machtolff.

Sam Bennett addressed the City Council about the sale of Logan County Hospital and the sales tax.

Amanda Smith addressed the City Council concerning her traffic citation.

Consent Agenda: Motion by Councilmember Thomas, seconded by Councilmember Hazlewood, moved approval of the Consent Agenda as follows:

- A. Consider approval of the minutes from the Special City Council Workshop Meeting held on July 5, 2011.
- B. Consider approval of the minutes from the Regular City Council Meeting held on July 5, 2011.
- C. Consider approval of Claims:

General Fund:	Claims	\$ 98,384.44
Grants Fund:	Claims	\$ 769.15
Capital Projects Fund:	Claims	\$ 68,614.61
Cemetery Care Fund:	Claims	\$ 3,754.20
Airport Fund:	Claims	\$ 7,092.60
GIDA Fund:	Claims	<u>\$ 10,763.58</u>
	Total Claims:	\$189,378.58

- D. Consider approval of Treasurer Reports.
- E. Consider approval to re-appoint Cheri French to the Guthrie Park Board to serve a three year term expiring June 2013.
- F. Consider approval of FY 2010 Audit Engagement Letter Addendum with Arledge & Associates, P.C. to provide Single Audit Reports.
- G. Consider approval to receive grant funded equipment from Oklahoma Office of Homeland Security's Urban Area Security Initiatives Program for a Medlite EMS Transportation Skid for the Fire Department's Polaris utility vehicle.

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

Aye: Ayers, Hazlewood, Thomas, Gomes
Nay: None

Vice Mayor Ayers declared the motion carried unanimously.

City Manager's Report. Informed that the Dilapidated Structure Program has had great success, a total of eight homes have been abated and two Demolishing Permits have been issued and expressed "congratulations" to the promoted firefighters.

Requests/comments from members of the City Council. Councilmember Hazlewood expressed a "welcome" to InterBank and encouraged the community to donate to God's Food Bank.

Vice Mayor Ayers encouraged the community to check on your neighborhoods during the hot weather.

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

Aye: Ayers, Hazlewood, Thomas, Gomes
Nay: None

Vice Mayor Ayers declared the motion carried unanimously at 7:28 p.m.

Wanda Calvert, City Clerk

Trey Ayers, Vice Mayor

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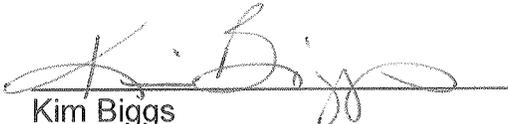


CITY OF GUTHRIE

CLAIMS

August 2, 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.


Kim Biggs
Purchasing Agent

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

Matt Mueller
City Manager

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Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: August 2, 2011
Contact: Maxine Pruitt, M S Director

Agenda Item

Consider Approval of the FY2011 Sports Field Use Agreement for the Logan County Soccer Club, Inc. for the use of the Soccer Field at 300 N. Academy Road, waiving the 5% fee, as recommended by the Guthrie Park Board.

Summary

The Logan County Soccer Club, Inc. has been a long-time user of the Soccer Field located at 300 N. Academy Road and its new agreement for use is now ready for approval and execution by the City. The Association has \$100 deposited with the City and has supplied proof of insurance as required.

Funding Expected: [X] Revenue, [] Expenditure, [] N/A
Budgeted: [X] Yes, [] No, [] N/A
Account Number: [], Amount: \$100 Deposit
Legal Review: [] N/A, [X] Required, Completed Date: FY2011
Mayor's Appt.: [] Yes, [] No

Supporting documents attached

- Sports Field Use Agreement with Certificate of Insurance

Recommendation

Staff recommends approval.

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



SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and THE LOGAN COUNTY SOCCER CLUB, INC., an incorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

1. PREMISES:

(a) That the LESSOR in consideration of the obligation of LESSEE to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereby leases from the LESSOR, the ball playing fields and practice fields which are collectively and commonly known as GUTHRIE SOCCER FIELD Guthrie, Logan County, State of Oklahoma, more particularly described in "Exhibit A" attached hereto, and together with the other improvements situated or to be situated upon said premises, (the said real property, building and improvements being hereinafter referred to as the "Premises").

(b) LESSOR reserves the right of ingress and egress in, to, on, or over and across the Premises to inspect the condition of the Premises in a manner that will cause the least disruption to LESSEE'S quiet enjoyment of the Premises.

TO HAVE AND TO HOLD the same for a term commencing on the _____ day of _____ 20____ (the "Commencement Date"), and ending on the _____ day of _____, 20____, subject to termination as provided herein (the "Lease Term").

2. RENT: LESSEE will pay a deposit in the amount of \$100. LESSEE agrees to pick up all trash and debris and empty the trash cans into the dumpster and clean the restrooms (Owens and Kiwanis Fields only) after each use of the fields and to have volunteer work days in order to maintain concession stand(s), restrooms (Owens and Soccer Fields), and the Premises and as such to be considered as a portion of the rentals due hereunder. In addition, 5% of all net proceeds from concession sales, gate and entry fees will be payable to the LESSOR at the end of the season. In lieu of the 5%, the LESSOR can elect to provide some upgrade(s) to the field and submit for approval any proposals of such improvements. Keys shall be checked out to the LESSEE who may distribute as needed; however, keys are not be copied, and all keys must be returned at the end of the contract. If additional keys are needed, LESSOR will provide. The deposit will be returned if all of the following requirements are accomplished within 15 days of the close of the season: 1) Upon inspection, the premises are determined to be in good condition; 2) All keys are returned; 3) A current contact list for the next season is provided in writing; and 4) 5% of all net proceeds are remitted to LESSOR. ("Exhibit B" Key Distribution Sheet)

3. PURPOSE AND USE: The Premises shall be used for playing _____, practicing _____, conducting _____ games, concession stand sales and related incidental purposes including fundraisers to directly benefit LESSEE, and for no other purpose, except such as shall be from time to time permitted in writing by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, regulations applicable to the uses of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE'S sole expense. All existing locks, gates, doors, etc. should remain intact (will not be cut, taken down or otherwise altered. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises. LESSEE shall provide activities to benefit City of Guthrie residents, within age groups designated by the LESSEE and LESSEE shall not engage in any discriminatory uses of the Premises on the basis of race, creed, color, sex, national origin, religion, or handicap. LESSEE shall control all scheduling of all games and practices upon the Premises and shall provide supervision of the concession stand and restrooms at all times by adults.

4. LESSOR PROVISIONS: LESSOR agrees to perform bi-weekly mowing and trimming of the premises from February to October. A mowing schedule, "Exhibit C" will be provided to the LESSEE. If additional mowing is desired by LESSEE, LESSEE will be responsible.

The LESSOR agrees to replace lamps (light bulbs) for the field lights, provide the electricity, perform fence repairs, maintain the parking area including the on-street parking on the west side of Academy Road, and provide water and a dumpster for trash service at no additional charge.

5. ALTERATION: LESSEE shall not make any alterations, improvements, changes or additions made in or to such Premises without written consent of LESSOR through the Municipal Services Director.

6. INSURANCE: LESSEE shall, at its own expense, keep in effect during the term of this Agreement the following general liability insurance in standard form policies with an insurance company or companies authorized to do business in Oklahoma and provide proof of insurance as "Exhibit D":

Comprehensive public liability insurance in the amount of at least One Hundred Thousand (\$100,000.00) Dollars to any one claimant for a claim arising out of a single act, occurrence or accident; and One Million Dollars (\$1,000,000.00) for any claims arising out of a single act, occurrence or accident.

The aforesaid insurance shall protect the LESSOR and THE CITY OF GUTHRIE from all liability, judgments, claims, damages, causes of action, loss, cost and expenses arising from or related to LESSEE'S use of the Premises, excluding participants who will not be covered during actual participation in practice, game or event.

7. LIABILITY: LESSOR shall not be liable to LESSEE or LESSEE'S members, officers, employees, agents, patrons, invitees, players, coaches, umpires, referees, league officials, visiting players, volunteer workers, concession workers, spectators or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, or caused by the buildings and improvements located on the Premises, or due to any cause whatsoever, and LESSEE agrees to indemnify The City of Guthrie, its council-members, officers, agents, officials and employees and the LESSOR, its employees, officials, officers, council-members and agents and hold them and each of them harmless from any and all loss, cost, demands, expense, suits, actions, judgments, liability, damages, charges, causes of action of claims, including attorney's fees, arising out of or related to any such damage of whatsoever kind or nature or injury; except injury to persons or damage to property, the sole cause of which is gross negligence of Lessor.

8. HOLDING OVER: If any property not belonging to LESSOR remains on the Premises after the expiration or earlier termination of the term of this Lease, LESSEE hereby authorizes LESSOR to dispose of such property in such manner as LESSOR may desire, without liability to LESSEE. In the event that such property is

the property of someone other than LESSEE, LESSEE agrees to indemnify and hold LESSOR harmless from all suits, actions, liability, loss, damages, and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR.

9. NO WASTE OR DAMAGE: LESSEE shall not commit any waste upon or do any damage to the Premises. LESSEE shall not use or permit the use of the Premises for any unlawful purpose or in violation of the City of Guthrie zoning laws. LESSEE shall not permit any rubbish, refuse, or garbage to accumulate or create a fire hazard in or about the Premises. In connection with its occupancy of the Premises, LESSEE shall not use the demised Premises in violation of any laws, ordinances, regulations or orders of any duly constituted authorities of the City, State, or Federal government. No storage of goods or merchandise shall be permitted except within the leased Premises. LESSOR has the right to charge LESSEE (after giving written notice to LESSEE for any expense LESSOR may incur to enforce the provisions of this paragraph.)

10. INDEMNIFICATION: LESSEE agrees that it will protect the LESSOR and indemnify it against any and all penalties, damages, or charges imposed for any violation of any rules, regulations, statutes, laws or ordinances, occasioned by the neglect of LESSEE, and that LESSEE will, at all times, protect, indemnify, save, keep and hold harmless The City of Guthrie, its council-members, officers, agents, officials, and employees and the LESSOR, its employees, council-members, officials, officers, and agents against and from any and all loss, cost, charges, causes of action, damage, claims, suits, liability, judgments or expense, arising out of or from the fault or negligence of LESSEE causing injury to any person or damage to property and will protect, indemnify, save, keep and hold harmless the LESSOR against and from any failure by LESSEE in any respect to comply with and perform all the requirements and provisions of this Lease. Provided, however, that LESSEE shall not be required to indemnify LESSOR for any damage, injury, loss, or expense arising as the result of LESSOR'S gross negligence.

11. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign, sublease or transfer this lease, nor any portion thereof, nor any interest herein without the prior written consent of LESSOR, as given by the City Manager, of the City of Guthrie, and a consent to assign shall not be deemed to be a consent to any subsequent assignment. Any such assignment, without such consent, shall be void, and shall, at the option of LESSOR terminate this lease. Neither this lease nor the leasehold estate of LESSEE hereunder in the demised premises, or any building or improvements thereon, shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of LESSOR, terminate this Lease.

Upon the occurrence of an "event of default" as hereinafter defined, if the Premises are then assigned or sublet, LESSOR, in addition to any other remedies provided by law, may at its option, collect directly from assignee or subtenant all rents that become due to LESSEE under such assignment or sublease and apply hereunder, and no such collection shall be construed to constitute a novation or release of LESSEE from the further performance of LESSEE's obligations hereunder. LESSOR shall have the right to assign the rents under this Lease, or the lease itself.

12. **EVENTS OF DEFAULT:** The following events shall be deemed to be events of default under the Lease:

- (a) LESSEE shall fail to comply with rental provisions outlined in paragraph 2, or shall fail to pay for the insurance described in paragraph 6, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date such installment or reimbursement was due.
- (b) LESSEE shall disband, become insolvent, or shall make transfer in fraud to creditors, or shall make an assignment for the benefit of creditors.
- (c) LESSEE shall file, or have filed against it, a petition, voluntary or involuntary, under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or LESSEE shall be adjudged bankrupt, a debtor in bankruptcy or insolvent in proceedings filed against LESSEE thereunder.
- (d) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.
- (e) LESSEE shall fail to comply with any term, provisions, or covenant of this Lease (other than the foregoing in this paragraph) and shall not cure such failure within fifteen (15) days after written notice thereof of LESSEE.
- (f) LESSEE shall fail to file any sales tax reports in a timely manner or fail to timely pay any sales tax receipts to the Oklahoma Tax Commission.

13. **REMEDIES:** Upon the occurrence of any such events of default as described in paragraph 11 hereof, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this Lease and all rights of LESSEE hereunder, in which event LESSOR may recover from LESSEE the loss or damage which LESSOR may

suffer as a result of termination of this Lease, including the expense of repossession, and any repairs or remodeling undertaken by LESSOR following repossession.

- (b) Declare any rental payments from the date of default until the end of this Lease to be immediately due and owing.
- (c) Enter upon and take possession of the Premises and expel or remove LESSEE and any other persons or property which may be occupying said Premises or any part thereof, by self-help, if necessary, without being liable for prosecution of any claim for damages therefore, and relet the Premises on such terms as LESSEE agrees to pay to LESSOR on demand for any deficiency that may arise by reason of such reletting.
- (d) Without terminating this Lease, terminate LESSEE's right to possession of the Premises.
- (e) Without terminating this Lease or the LESSEE's rights to possession hereunder, enforce all of its rights and remedies under this Lease, including the right to recover rent and other charges as they become due under the Lease.
- (f) LESSOR may perform for the account of LESSEE any term, covenant, or provision of the Lease that LESSEE has failed to perform.
- (g) Exercise any and all other remedies available to LESSOR at law or in equity, including, without limitation, injunctive relief of all varieties.

If LESSOR, at any time, is compelled to pay or elects to pay any sum of money to do any acts which would require the payment of any sum of money by reason of the failure of LESSEE to comply with any provision of this Lease, or if LESSOR is compelled to incur any expense, including reasonable attorney's fees, in instituting, securing, or defending any action or proceeding instituted by reason of any default of LESSEE hereunder, the sum or sums so paid by LESSOR with all interest, costs, and damages, shall be deemed to be additional rent hereunder and shall be due from LESSEE to LESSOR on the first day of the month following the incurring of such respective expenses.

Election of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants

herein contained. No act or thing done by the LESSOR or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver by LESSOR of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed to constitute a waiver of any future default. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

IN WITNESS WHEREOF, this agreement was executed by the parties hereto on the date and year first above written.

ATTEST:

City Clerk

ATTEST:

Secretary

"LESSOR"
City of Guthrie

By: _____

"LESSEE"

By: _____

- Note: Exhibit A: Property Description
Exhibit B: Key Distribution Sheet
Exhibit C: Mowing Schedule
Exhibit D: Proof of Insurance
Exhibit E : Identification of Soccer Club Property

EXHIBIT A

SOCCER FIELD
300 N. ACADEMY ROAD

LEGAL DESCRIPTION

15 ACRES

Legal: 03WI 16N 12 NE

EXHIBIT B

KEY DISTRIBUTION SHEET

DATE 4 - 18 - 2011

ORGANIZATION: Logan County Soccer Club, Inc.

FIELD: 300 N. Academy

KEYS TO: None

NO. OF KEYS OR SETS: _____

RESPONSIBLE PARTY:

NAME _____

ADDRESS _____

PHONE NO. _____

EXHIBIT C

SPORTS FIELD ~~TENTATIVE~~ MOWING SCHEDULE 2011

Rain may cause schedule to vary
by a day or two.

**2 WEEKS SCHEDULE
MOWING, TRIMMING**

LOCATION	DAY	MONTH AND DATE		
COTTONWOOD FLATS	MONDAY	March 14 th and 28 th		
		April 11 th and 25 th		
		May 10 th and 24 th		
		June 6 th and 20 th		
		July 4 th and 18 th		
		August 1 st , 15 th and 29 th		
		September 12 th and 26 th		
		October 10 th and 24 th		
		OWEN FIELD	TUESDAY	March 15 th and 29 th
				April 12 th and 26 st
May 10 th and 24 th				
June 7 th and 21 nd				
July 5 th and 19 th				
August 2 nd , 16 th and 30 th				
September 13 th and 27 th				
October 4 th and 18 th				
SOCCER FIELDS	WEDNESDAY	March 16 th and 30 st		
KIWANIS FIELD	WEDNESDAY	April 13 th and 27 nd		
		May 11 th and 25 th		
		June 8 th and 22 nd		
		July 6 th and 20 st		
		August 3 th , 17 th and 31 st		
		September 14 th and 28 th		
		October 12 th and 26 th		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bollinger Insurance 101 JFK Parkway Short Hills NJ 07078	CONTACT NAME: PHONE (A/C, No, Ext): 973-467-8005 FAX (A/C, No): 973-921-2876 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED Oklahoma Soccer Association PO Box 35174 Tulsa OK 74153-0174	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Markel Insurance Company</td> <td style="text-align: center;">38970</td> </tr> <tr> <td>INSURER B: Markel Insurance Company</td> <td style="text-align: center;">38970</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Markel Insurance Company	38970	INSURER B: Markel Insurance Company	38970	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 707869568 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A1	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			3602AH243745	9/1/2010	9/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			3602AH243745	9/1/2010	9/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">WC STATUTORY LIMITS</td> <td style="width: 50%; text-align: center;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
B	Accident Insurance Full Excess			4102AH243743	9/1/2010	9/1/2011	Medical Limit \$100,000 Deductible \$500 CoPay 80/20								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 All activities sanctioned by Oklahoma Soccer Association for their registered member leagues, clubs and teams. Certificate issued on behalf of Logan County Soccer Club
 Group Code: LCSC

CERTIFICATE HOLDER Oklahoma Soccer Association 9410 E. 51st St. Suite B Tulsa OK 74145	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

EXHIBIT E

SOCCKER CLUB PROPERTY IDENTIFICATION SHEET (Items NOT attached to the land)

1. Six (6) Sets of Bleachers
2. One (1) Supply Container
3. Seven (7) Soccer Goals (2- Small, 2- Medium, 2- Large
& 1- Extra Large
4. _____
5. _____
6. _____

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Agenda Item Cover Letter

Meeting
[X] City Council
GPWA
Other:

Date of Meeting
August 2, 2011

Contact
Wanda Calvert
City Clerk/Treasurer

Agenda Item

Consider approval of Budget Amendment No. 6 increasing the budget for the General Fund in the amount of \$6,080.

Summary

Budget Amendment No. 6 is increasing the following:

- (a) For funds received from the Friends of the Guthrie Public Library in the amount of \$136 for Electronic Library Material and from Oklahoma Municipal Assurance Group in the amount of \$5,944 for a vehicle that was damaged (Fire Department - 2006 F550).

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

Supporting documents attached

- Request for Budget Amendment
Budget Revision Report

Recommendation

Staff recommends approval.

Action Needed Public Hearing [X] Motion Emergency Clause

**CITY OF GUTHRIE
GUTHRIE PUBLIC WORKS AUTHORITY**

REQUEST FOR BUDGET AMENDMENT

Type of Amendment: _____ Date: July 18, 2011

- 1. Transfer of Appropriations
 - 2. Supplemental Appropriations---X---
 - 3. Appropriation Decrease
 - 4. Revenue Increase
- Amendment No. 6

Funds Effected:

General Fund - \$6,080

Comments:

Budget Amendment No. 6 amends the General Fund budget in the amount of \$6,080 of which \$136 was from the Friends of the Guthrie Public Library for Electronic Library Material and \$5,944 from Oklahoma Municipal Assurance Group for a vehicle that was damaged.

APPROVAL

Date: _____

Purchasing Agent: _____ City Manager: _____

Council Approval Needed? Yes Date Posted: _____

If yes, date approved: _____ City Clerk: _____

After amendment has been entered in the computer, copies are to be sent to the following:

- City Manager - 1 copy
- Purchasing Agent - 1 copy
- Department Head - 1 copy

**City of Guthrie
Budget Revision**

Number	Fiscal Year	Fiscal Period	Reason	Line Number	Account Number	Increase	Decrease
195	2011	10	Budget Amendment No. 6	1	Miscellaneous Income	6,080.00	0.00
				2	Library Materials - Electronic	136.00	0.00
				3	Vehicle Maintenance	5,944.00	0.00
Totals:						12,160.00	0.00

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Agenda Item Cover Letter

Meeting
 City Council
 GPWA

Date of Meeting
 August 2, 2011

Contact
 Rene Spineto
 Community Development
 Director

Other: _____

Agenda Item

Consider execution of contract for engineering services for the Safe Routes to School Project by and between the City of Guthrie and Jackson & Jackson Engineering, Inc.

Summary

The Safe Routes to School Program is a 100% federally funded reimbursement program established by the August 2005 SAFETEA-LU (Save, Accountable, Flexible, Efficient Transportation Equity Act) Transportation Bill. The legislation provides funding for State Departments of Transportation to create and administer SRTS programs which allows communities to compete for local safety projects. These funds are available for infrastructure and noninfrastructure projects that benefit elementary and middle school children in grades K-8.

The Engineer's services under this Agreement are identified as follows: Design sidewalk along the north right-of-way of East Jefferson Avenue from Fogarty Elementary to N. Ash Street; and along the west right-of-way of N. Broad Street from E. Jefferson to E. Washington Avenue; and along the east right-of-way of N. Wentz Street (US-77) from E. College Avenue to E. Jefferson Street.

Jackson & Jackson Engineering, Inc. has been reviewed and approved by the Oklahoma Department of Transportation and is listed as an approved vendor for government agencies for professional engineering services. Since Jackson & Jackson has already been reviewed by ODOT, this contract is not required to go through the usual bidding process. In addition, ODOT will directly pay 40% of Jackson & Jackson's design fees, allowing the City of Guthrie to expend funds allocated in the SRTS Grant for design fees, to now be used for the other items identified in the SRTS Grant.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

Account Number _____ **Amount**

Legal Review N/A Required Completed Date: _____

Mayor's Appt. Yes No

Supporting documents attached:

- Contract

Recommendation:

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

Jackson & Jackson Engineering



3125 SW 97th
Oklahoma City, OK 73159
Phone (405) 250-0967

June 22, 2011

City of Guthrie
Attn: Rene' Spineto, Community Development Director
101 N. 2nd
Guthrie, OK 73044

Dear Ms. Spineto:

I have enclosed the following transmittals for the Friends of Fogarty Project:

<u># of Documents</u>	<u>Description</u>
1	Proposed Project Agreement
1	Engineer's Estimate
1	Project Initiation Report

The proposed project agreement is enclosed for your review. If the terms of the agreement meet your approval please sign, date and return one copy.

If you have any questions you may call me at (405) 378-7222.

Sincerely,

John D. Jackson, P.E.
President

Jackson & Jackson Engineering



3125 SW 97th
Oklahoma City, OK 73159
Phone (405) 250-0967

June 22, 2011

Oklahoma Department of Transportation
Attn: Ernestine Mbroh, Safe Routes to School Program Director
200 NE 21st Street, Room 3-C9
Oklahoma City, OK 73105-3204

Subject: Project No. SPR Part 1 Safety Planning, J. P. # 01946(55)
City of Guthrie Report for Project Initiation Meeting, SRA# 1034

1. **PROJECT DESCRIPTION AND LOCATION:** Construction of sidewalk in Guthrie, Oklahoma on the north right-of-way of E. Jefferson Avenue from Fogarty Elementary east to N. Ash Street; and on the west right-of-way of N. Broad Street from E. Jefferson Avenue south to E. Washington Avenue; and on the east right-of-way of Wentz Street from Fogarty Elementary south to College Avenue.
2. **PARTICIPANTS**
Rene' Spineto – Community Development Director, City of Guthrie
Jerry Gammil – Guthrie Public Schools
Jim Hank – City of Guthrie
Tenny Maker – City of Guthrie
Justin Fortney – Logan County Health Department
Maxine Pruitt – City of Guthrie
Kelly Coffman – C.H. Guernsey
Derek Jackson – Jackson & Jackson Engineering

Project Initiation Meeting was held on Wednesday, May 18, 2011 at 2:30 p.m..

3. **DISCUSSION ITEMS:**
 - Grade separation between existing roadway and proposed sidewalk is needed on E. Jefferson Avenue.
 - Broad Street has significant amount of truck traffic.
 - City staff will perform construction inspection services.
4. **CONCLUSION:** Sidewalk route and alignment can be constructed as proposed in the application with a limited amount of roadway work needed along E. Jefferson Avenue at Fogarty Elementary because of the existing retaining wall.

Sincerely

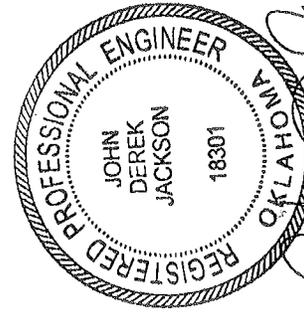
John D. Jackson, President

Cc: City of Guthrie - Ms. Rene' Spineto – Community Development Director

Engineer's Estimate
 Friends of Fogarty
 Project No. STPY-155(864)EC, J.P.# 28469(05)
 SRA # 1034

201(B)	181 SELECTIVE CLEARING	LSUM	1	\$ 7,500.00	\$ 7,500.00
221(C)	2801 TEMPORARY SILT FENCE	LF	3200	\$ 4.00	\$ 12,800.00
230(A)	2806 SOLID SLAB SODDING	SY	2000	\$ 3.00	\$ 6,000.00
509(C)	322 CLASS A CONCRETE, SMALL STRUCTURES	CY	15	\$ 450.00	\$ 6,750.00
609(B)	1514 1'-8" COMB.CRB.& GUT.(8" BARRIER)	LF	200	\$ 40.00	\$ 8,000.00
610(A)	605 4" CONCRETE SIDEWALK	SY	1100	\$ 48.00	\$ 52,800.00
610(B)	604 6" CONCRETE SIDEWALK	SY	130	\$ 55.00	\$ 7,150.00
610(I)	4610 6" CONCRETE DRIVEWAY	SY	350	\$ 57.00	\$ 19,950.00
613(A)	492 TACTILE WARNING DEVICE-NEW (Type B)	SF	260	\$ 30.00	\$ 7,800.00
642(A)	95 MOBILIZATION	LSUM	1	\$ 12,000.00	\$ 12,000.00
836	8425 CONSTRUCTION STAKING LEVEL I	LSUM	1	\$ 8,000.00	\$ 8,000.00
855(A)	8814 REGULATORY OR WARNING SIGN ASSEMBLY EA	EA	2	\$ 2,000.00	\$ 4,000.00
880(J)	8905 TRAFFIC STRIPE(PLASTIC)(8" WIDE)	LF	576	\$ 1.25	\$ 720.00
	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$ 5,000.00	\$ 5,000.00

\$ 158,470.00
 \$ 19,016.40
 \$ 22,000.00
 \$ 199,486.40



John Derek Jackson
 06/20/2011

FRIENDS OF FOGARTY
Project No. STPY-155(864)EC, J.P.# 28469(05)
SRA # 1034

AGREEMENT
FOR PROFESSIONAL
ENGINEERING SERVICES

THIS IS AN AGREEMENT effective as of _____, _____ (“Effective Date”) between

City of Guthrie (“Owner”) and

Jackson & Jackson Engineering, Inc. (“Engineer”).

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

Friends of Fogarty (“Project”).

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

Design sidewalk along the north right-of-way of E. Jefferson Avenue from Fogarty Elementary to N. Ash Street; and along the west right-of-way of N. Broad Street from E. Jefferson Street to E. Washington Avenue; and along the east right-of-way of N. Wentz Street (US-77) from E. College Avenue to E. Jefferson Street.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall pay Engineer as set forth in Exhibit C.
- B. 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 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, 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 this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – ENGINEER'S ESTIMATE

4.01 *Engineer's Estimate*

- A. Engineer's estimate is 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, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Engineer's Estimate.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* 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. **Compliance with Laws and Regulations, and Policies and Procedures:**
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- E. 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 agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

Use of Documents

- A. All Documents are instruments of service in respect to this 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 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. Either party to this Agreement 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 Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

Insurance

- A. All policies of property insurance relating to the 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, additional insureds, or loss payees thereunder.
- B. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

5.02 *Suspension and Termination*

A. **Suspension:**

1. **By Owner:** Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. **By Engineer:** Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

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

1. **For cause,**
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
- 3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.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.

C. *Effective Date of Termination:* The terminating party under Paragraph 5.02.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 5.02, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled 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.

5.03 Controlling Law

A. This Agreement is to be governed by the law of the State of Oklahoma.

5.04 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, 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, 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. Owner agrees that the substance of the provisions of this Paragraph 5.04.C shall appear in the Contract Documents.

5.05 *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, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages recoverable under applicable law on account of negligence arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against reasonable claims, costs, losses, and damages recoverable under applicable law on account of negligence to the extent caused by the negligent acts, errors, or omissions of the City or persons for whom the Owner is legally liable, provided that nothing herein shall require that the Owner indemnify for the negligence of any person indemnified hereunder.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, 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 (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

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, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by 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.

ARTICLE 6 – DEFINITIONS

6.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 7.01 and any duly executed amendments.
 - 3. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 4. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

5. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
6. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
7. *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.
8. *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 Contractor. Shop Drawings are not Drawings as so defined.
9. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. *Engineer* – The individual or entity named as such in this Agreement.
11. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
12. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
13. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
14. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
15. *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.
16. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
17. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements

for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

18. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
19. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
20. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
21. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Payments to Engineer for Services.
- C. Exhibit C, Standard Hourly Rates Schedule
- D. Exhibit D, Notice of Acceptability of Work.
- E. Exhibit E, Amendment to Owner-Engineer Agreement.

7.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified 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 based on the format of Exhibit E to this Agreement.

7.03 Designated Representatives:

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

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

Owner: _____

Engineer: John D. Jackson

By: _____

By: John D. Jackson

Title: _____

Title: President

Date _____

Date _____

Signed: _____

Signed: JUNE 20, 2011

Engineer License or Firm's Certificate No. 3770
State of: Oklahoma

Address for giving notices: _____

Address for giving notices: 3125 SW 97th Street
Oklahoma City, OK
73159

Designated Representative (Paragraph 8.03.A): _____

Designated Representative (Paragraph 8.03.A): John Derek Jackson

Title: _____

Title: President

Phone Number: _____

Phone Number: 405.378.7222

Facsimile Number: _____

Facsimile Number: 405.378.7444

E-Mail Address: _____

E-Mail Address: joyful.jackson@esbcglobal.net

This is EXHIBIT A, consisting of 7 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Survey Phase

A. Engineer shall:

1. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

A1.02 Environmental Request Form

- A. Engineer will prepare and submit Oklahoma Department of Transportation's Environmental Request Form for the project. Engineer will provide additional information as requested by the Oklahoma Department of Transportation to achieve environmental clearance for the project with the assistance of Owner's personnel.

A1.03 Design Phase

A. Preliminary Field Review

The preliminary field review plans will include the following items:

- Title Sheet
- Site Map
- Plan sheets depicting the location of improvements
- Construction Details

B. Preliminary Field Review Plans Cost Estimate

- Engineer will prepare a pay item list with itemized cost estimate

C. Preliminary Field Review Meeting

- Engineer will meet with the Owner and Oklahoma Department of Transportation staff to discuss review comments and walk through the project.
- Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

D. Final Field Review

The Final Field Review Plans will include the following items:

- Title Sheet
- Typical Section Sheets/Detail Sheet
- Pay Items Lists and Notes
- Stormwater Pollution Prevention Plan
- Erosion Control Plan
- Traffic Control Plan
- Site Map
- Plan and Profile Sheets
- Cross Sections for driveways as needed
- Construction Details and Standards

E. Final Field Review Meeting

F. Final Plan Review

G. Final Plans Cost Estimate

A1.04 *Right-of-Way and Utility Clearance*

- A. Engineer will coordinate with the Right-of-Way and Utilities Division to obtain clearance for the project.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03 have been delivered to Owner.

A1.05 *Bidding Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work 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. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 - 3. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 - 4. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

5. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 6. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
 7. 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 Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, 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 any.
 2. Together with Owner or Owner's representative, visit the 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 this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Services resulting from significant changes in the scope, extent, or character of the portions of the 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.
 2. Providing renderings or models for Owner's use.
 3. Furnishing services of Consultants for other than Basic Services.
 4. 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 constructibility 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.

5. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
6. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
7. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
8. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

Payments to Engineer for Services

COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

B2.01 Compensation for Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$22,000.00 based on the following estimated distribution of compensation:
 - a. Survey and Environmental \$4,000.00
 - b. Preliminary Design Phase \$5,000.00
 - c. Final Design Phase \$8,500.00
 - d. Bidding and Negotiating Phase \$4,500.00
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

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

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

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

B. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

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

Principal	\$ <u>147.50</u> /hour
Project Manager	<u>147.50</u> /hour
Project Engineer	<u>115.05</u> /hour
CAD Technician	<u>73.75</u> /hour
Administrative	<u>51.63</u> /hour
Clerical	<u>36.88</u> /hour
Field Crew (2 person)	<u>448.62</u> /hour
Professional Surveyor	<u>429.11</u> /hour

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

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From: _____

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, 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 E**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

3. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ 22,000.00
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

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

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

(This page intentionally left blank)



Agenda Item Cover Letter

Meeting: [x] City Council, [] GPWA, [x] Other: Public Hearing
Date of Meeting: August 2, 2011
Contact: Rene Spineto

Agenda Item

Consider action of a request by Angie Byte to establish "Massage Therapy" as a Home Occupation and therefore allowable as a business in an R-1 Zone (single family dwelling), and allow this use at 507 North Park Street.

Summary

Angie Byte submitted a request to establish Massage Therapy as a home occupation, and allow that use to be permitted at her home located at 507 North Park. Mrs. Byte is a licensed massage therapist and works solely with patients who have medical requirements and whose physicians have recommended massage therapy for their medical condition.

Zoning Ordinance #2422 is restrictive of the activities which are allowed in a residential zone. Staff initially opposed the application; however, the applicant satisfactorily addressed the nature of her business and described the conditions of her work. Consideration was given to the parking issues that may become problematic in the neighborhood.

Letters were sent to 39 neighbors in the surrounding area regarding the request. The Planning Commission heard the request on July 14th and held a discussion regarding the application. There were no objections to the application by any neighbors.

The Planning Commission recommends approval with the following conditions:

- 1. There shall be no street parking to accommodate business activities.
2. No signage will be allowed.

The Planning Commission recommends the City Council approve the request to establish the Massage Therapy Special Use category for a home business and issue a Special Use Permit to the applicant, with the above listed conditions.

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.: Yes [], No [x]

Supporting documents attached:

- Planning Report and minutes from Planning Commission Meeting of July 14, 2011

Recommendation:

Staff recommends approval.

Action Needed: [] City Council Meeting, [] GPWA Meeting, [x] Public Hearing, [x] Motion, [] Emergency Clause 67

PLANNING REPORT

To: Chairman and Members of the Planning Commission
From: Jim Hanke, Chief Inspector of Construction Services
Date: July 14, 2011
Subject: Request for a "special use" permit at 507 North Park Street.

RECOMMENDATION:

Staff does not recommend approval.

GENERAL INFORMATION:

Applicant:

Angelica Byte

Owner:

Same

Requested Action:

Consideration of and recommendation to the City Council regarding a request to establish "massage therapy" as a "home occupation" and therefore allowable as a business in an R-1 (single family dwelling) zoning.

Description:

N/A

Surrounding Land Use and Zoning:

R-1 (Single family Dwellings)

Special Information:

Zoning Ordinance #2422 is restrictive of the activities which are allowed in a residential zoning. Consideration is given to the amount of traffic that may be generated and to parking issues that may become problematic in the neighborhood.

Transportation: N/A

Utilities Available: N/A

History: N/A

Notification: Notice was published in the Guthrie News leader on June 18, 2011, and 39 letters mailed to property owners within 300 feet of the subject property.

Respectfully Submitted,



Jim Hanke,
Chief Inspector of Construction Services.

**CITY OF GUTHRIE
GUTHRIE PLANNING COMMISSION MEETING
Regular Meeting
Thursday, July 14, 2011**

MINUTES

A regular Meeting of the Guthrie Planning Commission will convene at 5:30 p.m. at Guthrie City Hall at 101 North 2nd Street.

Commissioners present:	Doug Powell	Commissioner	Absent
	Sharyl Padgett	Commissioner	
	Michael Smith	Commissioner	
	Vern Ogden	Commissioner	
	Ed Wood	Commissioner	Absent

OTHERS PRESENT: Doug Weir, Jim Hanke, Kermit Williams, Laura Curtis, Lynn Moffitt, Angie Byte, Gary Byte.

CALL TO ORDER – This meeting is called to order on Thursday, July 14, 2011 at 5:30 p.m.

1. Consent Agenda
 - A. Minutes for June 9, 2011 meeting.
A motion was made by Comm. Padgett, seconded by Comm. Ogden to Approve the minutes as written. All voted Aye.
2. Public Comments. None.
3. Consideration and recommendation to City Council regarding a request for a "special Use" permit at 507 N. Park for the purpose of establishing massage therapy as a home occupation in an R-1.

Applicant spoke of the nature of her business and described a "typical scenario" of the activities involved. Restrictions are: no street parking to accommodate business activities and no signage allowed. A motion was made by Comm. Smith, seconded by Comm. Padgett to *Approve* the application with modification. All voted Aye.
4. Consideration and recommendation to City Council regarding a request for a "special use" permit at 1901 E. Harrison Ave. for the purpose of placing a manufactured home in an R-1 zoned area.

Discussion was held as to the size of the proposed manufactured home. Commission will require a permanent concrete foundation with tie downs, skirting and landscaping must be installed. A motion was made by Comm. Ogden, seconded by Comm. Padgett to *Approve* the application with modification. All voted Aye.
5. New Business: None.
6. Reports/Comments from Staff: The workshop on Subdivision Guidelines will be held on 7/21/11 at 5:30.
7. Comments from Commissioners: None.

The meeting adjourned at 6:15 p.m.



Agenda Item Cover Letter

Meeting: [x] City Council, [] GPWA, [x] Other: Public Hearing
Date of Meeting: August 2, 2011
Contact: Rene Spineto

Agenda Item

Consider action of a request by Howard G. Williams for a Special Use Permit to place a manufactured home in an R-1 Residential Zone, located at 1901 East Harrison Avenue.

Summary

Howard Williams submitted a request for a Special Use Permit for his property located at 1901 East Harrison, which is in an R-1 Zoning District, (Single Family Home). The applicant requests permission to place a manufactured home on his property. His previous home was completely destroyed by a fire. There are other homes located nearby that are manufactured homes. The Zoning Ordinance allows placement of manufactured home in an R-1 Zone only when a Special Use Permit has been issued.

Letters were sent to thirty neighbors in the surrounding area regarding the request. The Planning Commission heard the request on July 14th and held a discussion regarding the application. One neighbor attended the Planning Commission hearing and requested that Mr. Williams repair his fence. There were no objections to the placement of the manufactured home.

The Planning Commission recommends approval with the following conditions:

- 1. Applicant must install skirting all around the manufactured home within one year from the placement date of the home at the site.
2. The mobile home requires a permanent concrete foundation with tie downs.
3. Landscaping must be installed.

The Planning Commission recommends the City Council approve the request to issue a Special Use Permit to the applicant, with the above listed conditions.

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.: Yes [], No [x]

Supporting documents attached:

- Planning Report and minutes from Planning Commission Meeting of July 14 2011
• Pictures of the manufactured home

Recommendation:

Staff recommends approval.

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

PLANNING REPORT

To: Chairman and Members of the Planning Commission
From: Jim Hanke, Chief Inspector of Construction Services
Date: July 14, 2011
Subject: Request for a “special use” permit at 1901 East Harrison Avenue.

RECOMMENDATION:
Staff recommends approval.

GENERAL INFORMATION:
Applicant:
Mr. Howard G. Williams

Owner:
Same

Requested Action:
Consideration of and a recommendation to the City Council to issue a “special use” permit for the placement of a manufactured home within city limits.

Description:
Place a manufactured home on a permanent foundation, at the location of 1901 East Harrison Avenue.

Surrounding Land Use and Zoning:
R-1 (Single Family Dwellings)

Special Information:

There are several other manufactured homes in the immediate area of the subject property.

Transportation:

N/A

Utilities Available:

OGE, ONG, City Utilities

History:

The original residential structure on this property was destroyed in a fire last February.

Notification:

30 notification letters mailed to property owners within 300 feet of the subject property.

Respectfully Submitted,

Jim Hanke,
Chief Inspector of Construction Services.

**CITY OF GUTHRIE
GUTHRIE PLANNING COMMISSION MEETING
Regular Meeting
Thursday, July 14, 2011**

MINUTES

A regular Meeting of the Guthrie Planning Commission will convene at 5:30 p.m. at Guthrie City Hall at 101 North 2nd Street.

Commissioners present:	Doug Powell	Commissioner	Absent
	Sharyl Padgett	Commissioner	
	Michael Smith	Commissioner	
	Vern Ogden	Commissioner	
	Ed Wood	Commissioner	Absent

OTHERS PRESENT: Doug Weir, Jim Hanke, Kermit Williams, Laura Curtis, Lynn Moffitt, Angie Byte, Gary Byte.

CALL TO ORDER – This meeting is called to order on Thursday, July 14, 2011 at 5:30 p.m.

1. Consent Agenda

A. Minutes for June 9, 2011 meeting.

A motion was made by Comm. Padgett, seconded by Comm. Ogden to Approve the minutes as written. All voted Aye.

2. Public Comments. None.

3. Consideration and recommendation to City Council regarding a request for a "special Use" permit at 507 N. Park for the purpose of establishing massage therapy as a home occupation in an R-1.

Applicant spoke of the nature of her business and described a "typical scenario" of the activities involved. Restrictions are: no street parking to accommodate business activities and no signage allowed. A motion was made by Comm. Smith, seconded by Comm. Padgett to *Approve* the application with modification. All voted Aye.

4. Consideration and recommendation to City Council regarding a request for a "special use" permit at 1901 E. Harrison Ave. for the purpose of placing a manufactured home in an R-1 zoned area.

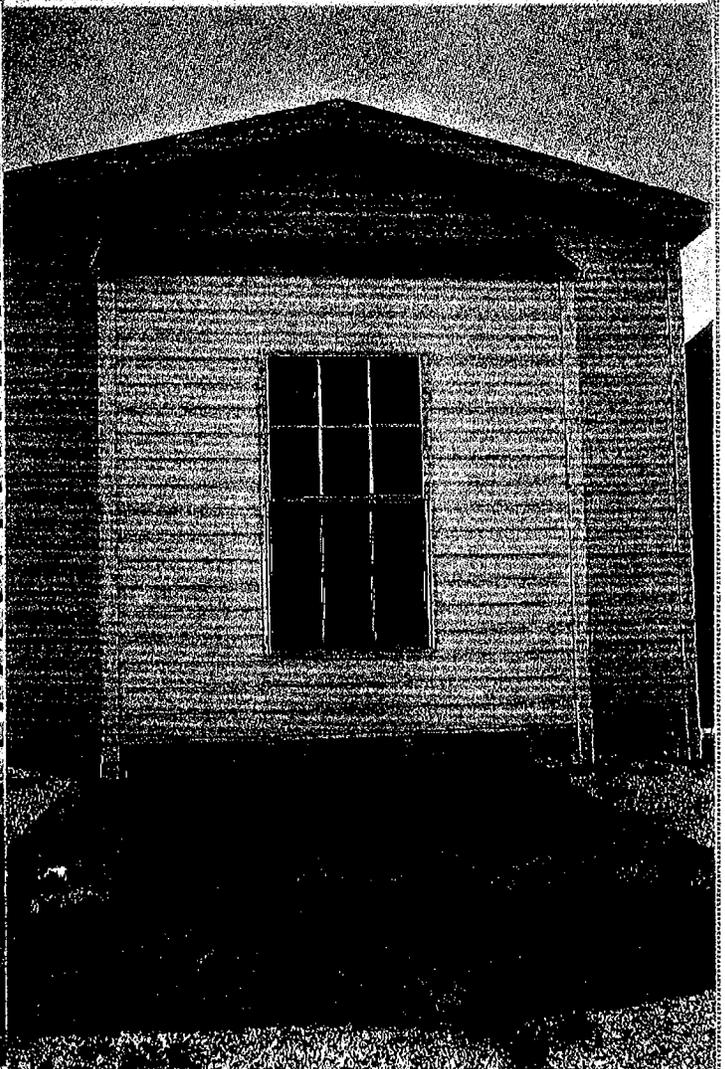
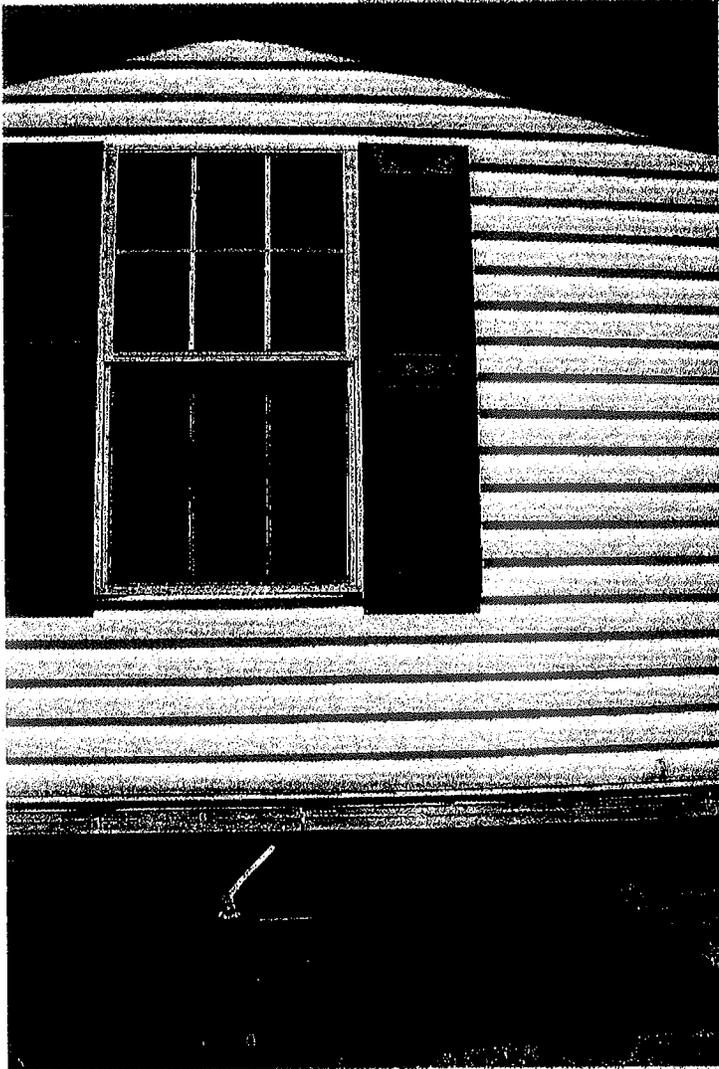
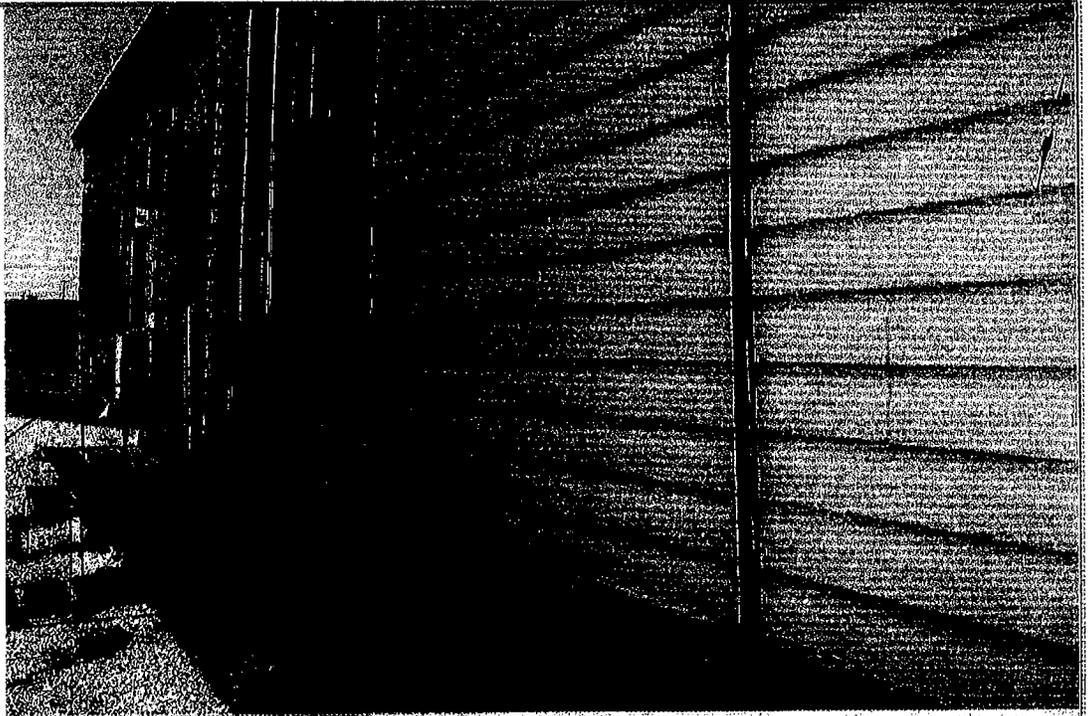
Discussion was held as to the size of the proposed manufactured home. Commission will require a permanent concrete foundation with tie downs, skirting and landscaping must be installed. A motion was made by Comm. Ogden, seconded by Comm. Padgett to *Approve* the application with modification. All voted Aye.

5. New Business: None.

6. Reports/Comments from Staff: The workshop on Subdivision Guidelines will be held on 7/21/11 at 5:30.

7. Comments from Commissioners: None.

The meeting adjourned at 6:15 p.m.



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Agenda Item Cover Letter

Meeting
x City Council
GPWA
Other:

Date of Meeting
August 2, 2011

Contact
Rene Spineto
Community Development
Director

Agenda Item

Adoption of Resolution #2011- 12 executing the Safe Routes to School Project Agreement (Number 1034A) by and between the City of Guthrie and the Oklahoma Department of Transportation

Summary

The Safe Routes to School Program is a 100% federally funded reimbursement program established by the August 2005 SAFETEA-LU (Save, Accountable, Flexible, Efficient Transportation Equity Act) Transportation Bill. The legislation provides funding for State Departments of Transportation to create and administer SRTS programs which allows communities to compete for local safety projects. These funds are available for infrastructure and noninfrastructure projects that benefit elementary and middle school children in grades K-8.

The intent of the program is (1) to enable and encourage children to walk and bicycle to school; (2) to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and (3) to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

The Guthrie City Council adopted Resolution 2011-03 earlier this year authorizing a partnership between the City, Guthrie Public Schools and the Logan County Health Department to apply for a \$200,000 grant to build sidewalks and provide for other street enhancement near Fogarty School which will provide a safer walking environment for the students. We have since been awarded the grant. This contract outlines the details of the SRTS grant.

Funding Expected Revenue Expenditure x N/A

Budgeted x Yes No N/A

Account Number Amount

Legal Review N/A x Required Completed Date:

Mayor's Appt. Yes No

Supporting documents attached:

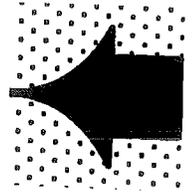
- Resolution
Contract

Recommendation:

Staff recommends approval.

Action Needed Public Hearing x Motion Emergency Clause

RESOLUTION NO. _____



**BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF GUTHRIE, LOGAN COUNTY, OKLAHOMA**

THAT, WHEREAS it is in the best interest of the City of Guthrie, Logan County, Oklahoma, to execute this Safe Routes to School Project Agreement Number 1034A for Federal-aid Project Number SRS-142D(225)ST, State Job 28470(18), by and between the City of Guthrie and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Guthrie, and duly signed by the Mayor on this _____ day of _____, 2011.

City of Guthrie,

Mayor

ATTEST:

City Clerk

Approved as to form and legality this _____ day of _____, 2011

Counsel

Date

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
FEDERAL-AID PROJECT NO. SRS-142D(225)ST
JOB PIECE NO. 28470(18)
LOGAN COUNTY
SAFE ROUTES TO SCHOOL AGREEMENT NO. 1034A
INFRASTRUCTURE PROJECT**

This Agreement is entered into between the Department of Transportation, hereinafter called the DEPARTMENT, acting for and on behalf of the State of Oklahoma, under the authority vested in the Transportation Commission by the provisions of 69 O.S., Section 304 and by and between the **City of Guthrie**, hereinafter referred to as the SPONSOR, for the purpose of the SPONSOR assuming responsibility for the implementation of a Safe Routes to School Program for the following intents and purposes and subject to the following terms and conditions, to-wit:

WITNESSETH

WHEREAS, under the provisions of the Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for the Users (SAFETEA-LU) public law 109-59 (119 stat,1144) sections 1101(a)(17) and 1404 a Safe Routes to School Program is developed and funded for the implementation of engineering projects, and educational programs and activities which will enable and encourage children in kindergarten thru the eighth grade to walk and bike to school safely.

WHEREAS, the SPONSOR desires to provide for the implementation of a Transportation Commission approved Safe Routes to School Project located in the City of Guthrie, Logan County, Oklahoma in an effort to provide active transportation alternatives, and programs and activities for primary and middle schools within the community, and,

WHEREAS, the SPONSOR successfully completed the competitive SRTS application process, and was awarded funds for the implementation of their proposed project. The DEPARTMENT will provide federal aid funding under the Safe Routes to School Program not to exceed the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for this project; and,

WHEREAS, the proposal made by the SPONSOR has been approved for Federal-Aid project funding in accordance with the rules and regulations of the Safe Routes to School program; and

WHEREAS, under the provisions of the program, Safe Routes to School funding is only available to recognized schools, school districts, private schools, state and local governments, tribal and regional agencies, and non-profit organizations in partnership with a DEPARTMENT approved sponsor. The sponsor agrees that by executing this agreement, the SPONSOR will be the contracting authority, and it is expressly understood and agreed by the DEPARTMENT and the SPONSOR that the SPONSOR shall henceforth be identified as the federal funding sub-recipient for the purposes of this agreement and shall bear the sole responsibility for the expenditure of said funding, and the implementation of the proposed project in accordance with state and federal law; and,

WHEREAS: It is expressly understood and agreed by and between the DEPARTMENT and the SPONSOR that any part of the proposed project deemed, at the discretion of the DEPARTMENT, to be ineligible to receive Federal-Aid funds, will be excluded from the activities outlined in this agreement; and,

WHEREAS, it is expressly understood and agreed by and between the DEPARTMENT and the SPONSOR that the SPONSOR, and, if applicable, any respective Consulting Engineer, Consultant, Architect or any other professional services provider, are solely responsible for the accuracy of all detailed plans, educational programs, specifications and estimates prepared for the project and for the performance of any and all subsequent construction management, construction inspections and materials certifications, in compliance with the terms and conditions set forth in Title 23, U.S. Code Highways, the regulations issued pursuant thereto, applicable Office of Management and Budget (OMB) Circulars, and the policies and procedures promulgated by the DEPARTMENT, relative to this project;

NOW, THEREFORE, the DEPARTMENT and the SPONSOR, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PURPOSE OF THE AGREEMENT

- 1.1 The DEPARTMENT does hereby enter into this Agreement with the SPONSOR as the recognized contracting agent for the entity/organization successfully applying for and receiving Safe Routes to School funding for the purpose of implementing an Infrastructure and/or Non-Infrastructure projects for designated schools and communities throughout the state. The purpose of this Agreement is to establish the terms and conditions required for the implementation of a Safe Routes to School projects and the guidelines associated with subsequent funds.
- 1.2 The SPONSOR will make or cause to make all necessary investigations and prepare final design plans, educational programs and activities consistent with Safe Routes to School goals and initiatives. All design, plans, educational programs and activities shall conform to current SRTS National Center requirements, AASHTO policies and standards, as modified by the DEPARTMENT, including but not limited to:
 - 1.2.1 AASHTO Policy for Geometric Design of Highways and Streets (latest revision)
 - 1.2.2 AASHTO & FHWA Guidelines for the Development of Bicycle and Pedestrian Facilities (latest revision)
 - 1.2.3 Americans with Disabilities Act (ADA) (latest revision)
 - 1.2.4 AASHTO Guidelines for Highway Landscaping & Environmental Design (latest revision)
 - 1.2.5 AASHTO Roadside Design Guide
 - 1.2.6 Manual on Uniform Traffic Control Devices (MUTCD)
 - 1.2.7 Oklahoma Department of Transportation Design Manual and Standards
 - 1.2.8 Local Regulations, where applicable
 - 1.2.9 Environmental Scope of Services, ODOT 2000 (latest revision)
- 1.2 All work and services authorized by this agreement, or modifications to this agreement and as further specifically defined by the Project Scope of Work is agreed to by the DEPARTMENT and SPONSOR and is further described in Exhibit "A", Attachment A – Project Scope of work.

SECTION 2: GENERAL PROJECT REQUIREMENTS

- 2.1 The SPONSOR agrees to the following as appropriate and when applicable to the Scope of the project in this agreement:
- 2.1.1 To compute and place upon design plans, right-of-way ties to the survey line or a construction reference line, whichever is the most feasible, for the purpose of staking the right-of-way line for construction operations. This requirement shall apply whether the right-of-way plans are a part of this contract or prepared by the DEPARTMENT.
 - 2.1.2 To prepare and furnish complete detailed final construction plans and a Safe Routes to School education component as called for in the project scope. The plans shall be prepared in accordance with the DEPARTMENT'S, State and Federal requirements for detailed construction Plans and incidentals and pertinent special provisions and specifications included as part of Exhibit "A".
 - 2.1.3 The SPONSOR shall ensure that computations are independently checked in detail by competent personnel and shall provide a written statement to that effect when the plans are submitted.
 - 2.1.4 All computations shall be neat, legible, identified, indexed and bound in a manner that is easy to follow by someone unfamiliar with the project. They shall be considered a part of the work done under this agreement and shall become the sole property of the DEPARTMENT.
 - 2.1.5 To furnish any additional plan sheets as required by the DEPARTMENT.
 - 2.1.6 All electronic documents shall be in a deliverable electronic format which meets the guidelines of the Oklahoma HB2197 (O.S. 62 § 41.5e) to ensure compliance with the Americans with Disability Act (ADA)
 - 2.1.7 That all preliminary designs, final plans and reports submitted for review by the DEPARTMENT shall be accompanied by a written statement signed and sealed by a professional engineer attesting that a prior detailed check has been made of the plans and reports.
 - 2.1.8 To develop and submit required environmental document in accordance with the National Environmental Policy Act (NEPA). No final design activities will begin until such time that the environmental process is completed and approved by the Federal Highway Administration and that a specific notice to proceed with final design activities is received from the DEPARTMENT. If the proposed project scope is substantially altered based on the outcome of NEPA, any associated modifications will be reduced to writing and agreed to by the SPONSOR and the DEPARTMENT. In the event that such modifications are determined to warrant a written amendment to this agreement, the modifications will be addressed in accordance with the modification provisions of this agreement.
 - 2.1.9 To send a representative to attend a required Safe Routes to School certified National workshop to be held at a location and on a date established by the DEPARTMENT.

- 2.1.10 To develop a comprehensive and sustainable SRTS educational program uniquely suited for the needs of the targeted school(s) and communities.
- 2.1.11 To procure all services and goods in accordance to local, state, and federal procurement requirements.
- 2.1.12 To prepare a complete detailed environmental clearance document as called for in the project description. This document shall be prepared in accordance with the DEPARTMENT'S current design policies and pertinent special provisions.
- 2.1.13 To be available for such conferences and meetings as the DEPARTMENT may deem necessary in connection with the work.
- 2.1.14 To coordinate its engineering work with the local municipality, School, School District(s), other SPONSOR's on adjoining projects, if any, and to furnish and share survey and plan data in such a manner as to facilitate and expedite the completion of contracts for adjacent engineering work.
- 2.1.15 The SPONSOR will conduct public meetings and/or hearings in impacted areas to maximize public involvement and awareness of the project and to determine the opposition/support of the concepts introduced. Notification of public hearings will be through press releases to local newspapers and in full conformance with all applicable state and federal requirements
- 2.1.16 To furnish a legible copy of all computations used in developing cost estimates which are neatly arranged, bound and are properly identified and indexed. The computations shall be submitted when the documents are submitted to the DEPARTMENT. The SPONSOR shall furnish drainage maps and design data with computations for any storm sewer systems and other drainage involved in this agreement.
- 2.1.17 To provide a detailed baseline project schedule indicating the preconstruction and/or educational program or activity to be monitored and the anticipated completion dates for the projected project milestones. All preconstruction and/or educational program activities must be addressed each month even if there is no change in status. Following the Notice to Proceed, this report will be considered due to the DEPARTMENT on or before the 5th day of each month. The monthly reports showing the process of work shall be prepared in accordance to DEPARTMENT's requirements.
- 2.1.18 In the event of any delay in performing the work and/or increase in anticipated construction/program costs of the resulting project provided for in this agreement, the SPONSOR shall immediately notify the DEPARTMENT and shall provide a written explanation of the nature, time, and reason for the delay.

SECTION 3: TIME FOR PERFORMANCE

- 3.1 Time is considered of the essence in the performance and completion of the services required by this agreement and defined in the scope of work.

The SPONSOR will be prepared to commence work upon receiving a Notice to Proceed from the DEPARTMENT and shall complete all aspects of an Infrastructure project within two (2) years from the Notice to Proceed date, and within one (1) year of the Notice to Proceed date for all Non-Infrastructure projects.

SECTION 4: COMPENSATION

- 4.1 The DEPARTMENT has received approval from the Oklahoma Transportation Commission to fund the SPONSOR's project, with Safe Routes to school funds. Available funds will be used for the design and implementation of engineering projects and educational programs and activities necessary to fulfill the requirements of the SPONSOR's approved application document. The SPONSOR agrees that funding for this project shall be provided in the following manner:

- 4.1.1 The DEPARTMENT agrees to provide Safe Routes to School funding toward the implementation of projects described in Exhibit "A" Project Scope of Work. Funds shall be reimbursed at one hundred percent (100%) for eligible expenses only.
- 4.1.2 Compensation for eligible expenses and services under this agreement will be a maximum not to exceed amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for engineering (Infrastructure) related services.
- 4.1.3 The SPONSOR agrees to pay for eligible labor, materials, and all associated expenses before turning in a monthly claim to the DEPARTMENT for reimbursement.
- 4.1.4 The SPONSOR will be responsible for all project cost overruns over and above the SRTS funds provided by the DEPARTMENT, and will obligate additional funds as necessary to complete the project as planned.

SECTION 5: COST REIMBURSEMENT

- 5.1 Federal funding in support of this project shall be in accordance with the Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for the Users, as amended, and applicable Office of Management and Budget circulars. The SPONSOR shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Costs incurred prior to a Notice to Proceed from the DEPARTMENT are not reimbursable.
- 5.1.1 The SPONSOR agrees to pay for SPONSOR incurred costs. Following such payments, the SPONSOR shall submit an invoice with and supporting documentation in the format prescribed by the DEPARTMENT, not more than once per month. The DEPARTMENT will reimburse the SPONSOR up to the amount shown in this Agreement for those costs eligible for federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the SPONSOR for the establishment, maintenance,

general administration, supervision, and other overhead shall not be eligible for federal participation. The DEPARTMENT shall reimburse the SPONSOR for the federal share of eligible project costs up to the amount shown in this Agreement.

5.1.2 The Safe Routes to School program is a reimbursement program. Therefore, no advance payments will be made to the SPONSOR.

5.1.3 No payments will be made for unapproved purchases.

5.2 Project SPONSORs will provide supporting information and an ODOT invoice for approved purchase to be compensated. Supporting documentation includes, but is not limited to cancelled checks, vendor invoices and ODOT purchase approval documents.

5.3 Invoices will be prepared utilizing the forms and/or in the format required by the DEPARTMENT. Incomplete or inaccurate invoices will delay the payment of claims; therefore, the SPONSOR will check and review invoices carefully to assure each is complete and accurate prior to submittal to the DEPARTMENT.

5.4 In no case will the SPONSOR invoice the DEPARTMENT any amount which exceeds the approved compensation limits of the partial claim.

5.5 The DEPARTMENT under this contract shall make payment to the SPONSOR after the DEPARTMENT has approved a properly prepared invoice and/or claim.

5.5.1 The final request for reimbursement must be received by the DEPARTMENT no later than sixty (60) days after the project closeout date.

5.5.2 At the conclusion of the project the SPONSOR must provide the DEPARTMENT with a copy of an audit report which has been prepared in accordance with applicable Office of Management and Budget circulars which has been attested by Certified Public Accounting firm to report audited final costs and payments made on this project.

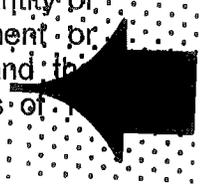
5.5.3 If it is determined by the DEPARTMENT, based upon an audit performed in accordance with appropriate Federal regulations, that the terms and conditions of this agreement were not followed, or in the event costs claimed are disallowed following the audit, the SPONSOR shall reimburse the DEPARTMENT the full amount of the disallowed costs.

5.1 Final Invoices submitted to the DEPARTMENT for payment shall contain the following certification.

CERTIFICATION:

I certify that all services documented by this invoice and for which payment is claimed were billed to the DEPARTMENT for services and or purchases expended by SPONSOR's consultants and service provider at the contractually specified rates for such staff members. I further certify that overhead rate as charged to this Contract has been audited by a certified public accounting firm, accepted by the DEPARTMENT, and have been properly applied to services provided under this Contract. I further certify that all sub-consultant's, sub-contractors and others who provided labor, equipment or supplies have been fully paid.

I understand that if the project which is subject of this Contract is financed in whole or in part by federally furnished funds, that if I, the company that I represent, or any employee or agent thereof, knowingly make any false statement, representation, report, or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality of work performed or to be performed, or make any false statement or representation as a material fact in any statement, certificate, or report, I and the company that I represent may be subject to prosecution under the provisions of U.S.C. Section 1001 and 1020.



Signature

Printed Name

Position

Firm Name

Signed before me the undersigned notary this _____ day of _____, 2011.

(SEAL)

Notary Public

My Commission Expires: _____ My Commission Number: _____

SECTION 6: CHANGES AND MODIFICATIONS

- 6.1 The terms of this Agreement may be modified by written amendment if the DEPARTMENT determines that by no fault of the SPONSOR, there is a need to make significant change in 1) the scope, complexity, or character of work related to this agreement, or 2) the schedule for performing the work.
- 6.2 In the event the DEPARTMENT requests, in writing, revisions in the character or scope of the work or modifications to work completed under this agreement, an amendment to this agreement shall be negotiated and approved in writing prior to the SPONSOR performing the changed work.
- 6.3 Charges for extra work performed or materials furnished will not be invoiced or included in a claim by the sponsor until execution and approval of the amended Agreement.

- 6.4 Changes or modifications will not be binding unless and until approved and executed in writing by the SPONSOR and DEPARTMENT in accordance with this Section.

SECTION 7: MUTUAL AGREEMENTS

- 7.1 The project SPONSOR will be required to submit construction plans for review at three milestones; preliminary field review, final review, and final plan submission. The DEPARTMENT will provide a cursory review of the plans at its discretion however, responsibility for proper design of the project and accuracy of plan sets and bidding documents remain the responsibility of SPONSOR.
- 7.2 Preliminary Field Review - The preliminary field review establishes the scope of the project and identifies potential right-of-way or utility issues. The SPONSOR shall provide five (5) sets of 11" x 17" preliminary plans to the DEPARTMENT. At a minimum, the preliminary plan set shall contain:
- 7.2.1 Title sheet (less sheet index and standard drawings list)
 - 7.2.2 Preliminary plan sheets with the following;
 - 7.2.2.1 Existing topography and related notes
 - 7.2.2.2 Existing right-of-way limits
 - 7.2.2.3 Existing utilities with ownership
 - 7.2.2.4 Preliminary top of cut and toe of slopes
 - 7.2.2.5 Existing drainage structures
 - 7.2.2.6 Preliminary pay item list with itemized cost estimate
- 7.3 Plans submitted for the Preliminary Field Review that do not contain all the items listed in the checklist will be returned to the SPONSOR. It is agreed that construction plans shall be submitted by the SPONSOR. Construction plans submitted directly to the department from the design professional will be returned. The DEPARTMENT will schedule a preliminary field review upon receipt of preliminary plans. The SPONSOR, a representative from the sponsor's Consultant team and DEPARTMENT representative shall attend this meeting.
- 7.4 It will be the responsibility of the Sponsor's Consulting firm representative to provide notes of the preliminary field review to all individuals present.
- 7.5 Final Field Review - The final field review is to ensure that issues identified in the preliminary field review have been addressed, and to determine if further issues have been identified that must be addressed prior to the bid advertisement and contract award. This is the final opportunity for all representatives present to discuss issues while together at the project site.
- 7.6 The SPONSOR shall provide four (4) 11" x 17" construction plans to the DEPARTMENT. At a minimum, the Final Field Review Plan set should contain:
- 7.6.1 Title Sheet (with sheet index and standard drawings listed)
 - 7.6.2 Typical section / detail sheet
 - 7.6.3 Pay item lists and notes
 - 7.6.4 Stormwater pollution and prevention plan
 - 7.6.5 Erosion control plan sheet
 - 7.6.6 Traffic control plans (when applicable)

- 7.6.7 Plan and profile sheets to include:
 - 7.6.7.1 Existing topography
 - 7.6.7.2 Existing right-of-way limits
 - 7.6.7.3 Existing utilities, including size, type, and ownership
 - 7.6.7.4 Existing grade (where applicable)
 - 7.6.7.5 Proposed grade (where applicable)
 - 7.6.7.6 Existing and proposed hydraulic information (where applicable)
 - 7.6.7.7 Existing driveways
 - 7.6.7.8 Final driveway locations and width
 - 7.6.7.9 Section, township, and range
 - 7.6.7.10 Final horizontal and vertical alignment (where applicable)
 - 7.6.7.11 Plusses and distances to all impacted buildings
 - 7.6.7.12 Existing elevations of sidewalk and building fronts / thresholds
 - 7.6.7.13 Location and elevations of retaining walls
 - 7.6.7.14 Proposed structures, including affected storm sewers
 - 7.6.7.15 Locations and type of wheel chair ramps
 - 7.6.7.16 Survey data sheets (if separate from plan sheets)
 - 7.6.7.17 Cross section sheets depicting:
 - 7.6.7.17.1 Proposed TOE's
 - 7.6.7.17.2 Existing utilities
 - 7.6.7.17.3 Final drive locations
 - 7.6.7.17.4 Proposed structures, including storm sewers
 - 7.6.7.17.5 Retaining walls

- 7.7 Plans submitted for the Final Field Review that do not contain all the items listed in the checklist above shall be returned to the SPONSOR. It is agreed that construction plans must be submitted by the Project Sponsor. Construction plans submitted directly to the Department from the Sponsor's consultant will be returned.
- 7.8 The DEPARTMENT will contact the Sponsor to schedule a Final Field Review. Individuals that must be present for this review include; the Project Sponsor, a representative from the Sponsor's Consultant team, construction inspector or resident engineer (if applicable), utility company representatives (if applicable) and a Department representative.
- 7.9 It will be the responsibility of the Sponsor's Consulting firm representative to provide notes of the preliminary field review to all individuals present.
- 7.10 Final Plan Review - When final plans are complete, at least eight weeks prior to the bid opening, the SPONSOR will provide the following documents to the DEPARTMENT:
 - 7.10.1 Four (4) half size (11" x 17") final construction plans printed on bond paper (min. 20lb.) with original signatures and professional seals.
 - 7.10.2 Two (2) complete, bound sets of construction specifications.
 - 7.10.3 One (1) complete set of plans electronically archived on Windows NT Compatible CD(s) with complete CADD design files in Microstation format with accompanying Geometric Alignments, COGO and Surface data files in ASCII text format, InRoads Alignment(.alg), Surface (.dtm), and Land XML Standard file formats.
 - 7.10.4 One complete set of final plans exported to .pdf format on Windows NT Compatible CD(s).

7.10.5 A signed and sealed engineer's estimate for the project.

7.11 The plan sheets shall be drawn to a scale, which will allow for neat drafting and note placement. Preliminary designs for the Ultimate Facility (functionals) are to be drawn to a scale no smaller than 1"=200' horizontal and 1"=20' vertical. Plan and profile sheets should be drawn to a scale no smaller than 1"=100' horizontal and 1"=10' vertical and may need to be of larger scale depending on the amount of construction details and topography required to produce an acceptable set of plans. All sheets, including detail sheets, shall be of sufficient scale to show all details and lettering clearly when reduced to fifty (50) percent of original size. The SPONSOR at no additional expense to the DEPARTMENT shall redraw congested sheets rejected by the DEPARTMENT.

7.12 Lettering Size:

7.12.1 Freehand lettering shall be no smaller than the No. 4 setting on the Ames lettering guide (3mm minimum height).

7.12.2 Mechanical lettering shall be at least comparable to the 120 guide (Leroy) or 3mm minimum height.

7.12.3 These lettering sizes are minimums; sizes greater than these are desirable and suggested.

7.13 Linework:

7.13.1 All Linework shall be of sufficient density to be reproducible by current DEPARTMENT reproductive processes. Any linework that does not reproduce may be cause for rejection of the plans by the DEPARTMENT.

7.13.2 The multitude of methods available requires that the finished product, rather than the method, be acceptable to the DEPARTMENT. A final project from any method, which is not reducible 50%, and reproducible on the existing DEPARTMENT equipment may be rejected in its entirety. It is deemed advisable to contact the DEPARTMENT'S authorized representative (the project engineer, or the reproduction branch manager) and obtain approval on any questionable method or material prior to its use on the plans.

SECTION 8: PROJECT OVERSIGHT

8.1 The SPONSOR and the DEPARTMENT understand and agree that the DEPARTMENT shall have the full authority to carry out oversight for this project. The DEPARTMENT shall review, process, and approve documents required for Federal aid reimbursement in accordance with Federal requirements. It is agreed that the project contemplated herein is proposed to be financed as hereinafter described and that this Agreement, all property acquisitions and clearances, plans, specifications, estimate of costs, acceptance of work, payment, and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, and approvals as may be applicable thereto.

SECTION 9: PROJECT RECORDS

9.1 The SPONSOR and its service providers agrees to maintain all books documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at it's respective office at all reasonable times during the agreement period. The records are to be maintained in accordance with procedures

prescribed by the U.S. Department of Transportation and the DEPARTMENT. The records shall be open to inspection by the DEPARTMENT and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three (3) years from the final payment of any Federal funds to the SPONSOR, with the following exceptions:

- 9.1.1 If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
 - 9.1.1.1 Records for non-expendable property, if any, acquired with Federal funds shall be retained for three years after its final disposition.
 - 9.1.1.2 When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
- 9.1.2 The retention period begins on the date of the submission of the Final Project Report.
- 9.1.3 The SPONSOR agrees to furnish records to the DEPARTMENT as requested to comply with the sub-recipient monitoring requirements of the OMB Circular A-133. Such material are to be made available at their respective offices at all reasonable times, during the contract period and for three years after the date of the submission of the Final Project Report and all other pending matters are closed, for inspection by DEPARTMENT representatives, the State Auditor and Inspectors' Office, Federal Highway Administration, the Secretary of Transportation, the Comptroller General of the United States or any authorized representatives of the Federal Government for the purpose of making audits, examinations, excerpts and transcripts.

SECTION 10: RIGHT-OF-WAY ACQUISITION AND UTILITY RELOCATION REQUIREMENTS

- 10.1 Right-of-way acquisition, and utility relocation are not reimbursable activities under the SRTS program. The SPONSOR warrants to the DEPARTMENT that, if these activities are required for the implementation of their proposal, they have or will acquire all land, property, or rights-of-way needed for complete implementation of the project.
- 10.2 Projects on private land, must have a written legal easement or other written legally binding agreement that ensures public access to the project. There must be an easement filed on record, which specifies the minimum length of time for the agreement to maximize the public investment in the project. The project agreement should clearly state in writing: The purpose of the project, the minimum time frame for the easement or lease, the duties and responsibilities of the parties involved, and how the property will be used and maintained in the future. The project must remain open for general public access for the use for which the SRTS funds were intended for the timeframe specified in the easement or lease. The public access should be comparable to the nature and magnitude of the investment of public funds. Reversionary clauses may be appropriate in some instances. These clauses would assure that if the property is no longer needed for the purpose for which it was acquired, it would revert to the original owner. The SPONSOR agrees to provide the DEPARTMENT with a copy of this agreement prior to construction.

- 10.3 Real property acquisition - all project sponsors must comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Regulations implementing this act are found in 49 CFR Part 24. These regulations will be applied to evaluating the acquisition of real property and any potential displacement activities.
- 10.4 The SPONSOR warrants to the DEPARTMENT that Utility Adjustment Costs (if any) are included as a part of this agreement and will certify to the DEPARTMENT prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with DEPARTMENT policies to accommodate the construction of said project prior to the beginning of any work and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.
- 10.5 The SPONSOR shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps and islands, and any other such private installations.
- 10.6 That the disposition for all equipment, tangible personal property, real estate, appurtenances and improvements thereto acquired for the implementation of the proposed project will be subject to Federal Law and requirements as outlined in Title 23 CRF part 710 and applicable OMB Circulars.

SECTION 11: COMPETITIVE BIDDING

- 11.1 The SPONSOR shall comply with the public Competitive Bidding Act of 1974, as revised, 61 O.S. § 101 et seq. The SPONSOR and the DEPARTMENT agree to comply with the following administrative procedures:
- 11.1.1 Upon mutual approval of this agreement and approval of the plans, specifications, and estimates by the DEPARTMENT, and upon completion of all property acquisitions and clearances, the SPONSOR agrees to advertise and let the construction contract for this project to competitive bid in accordance with Federal and State law. It is agreed that the project contemplated herein is proposed to be financed as previously described and that this agreement, all property acquisitions and clearances, plans, specifications, estimate of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, and approvals as may be applicable hereto.
- 11.1.2 Prior to advertisement, the SPONSOR shall submit to the DEPARTMENT the Bid Proposal documents, Plans, Specifications, and Estimate (PS&E), and an endorsement letter certifying all right-of-way has been acquired within the limits of the project and in compliance with all applicable state and federal regulations. After obtaining written authorization from the DEPARTMENT, the SPONSOR may advertise and accept bids for this project. The SPONSOR shall analyze bids prior to award to ensure the reasonable and proper expenditure of public funds.
- 11.1.3 Prior to award, the SPONSOR shall submit to the DEPARTMENT affidavits of newspaper publications, a detailed summary and analysis of the bid results, including engineer's estimate and individual bidders' unit prices, along with a copy of the completed proposal from the apparent low bidder and a recommendation of award. Upon concurrence by the DEPARTMENT of the SPONSOR

recommendation of award, the DEPARTMENT will authorize the SPONSOR to award the project.

11.1.4 Prior to issuance of a Work Order/Notice to Proceed, the SPONSOR shall provide the DEPARTMENT with certified copies of the executed contract between the SPONSOR and the Contractor. Upon approval by the DEPARTMENT of the Contract, the DEPARTMENT will authorize the SPONSOR to issue a Work Order/Notice to Proceed to the Contractor.

SECTION 12: CONSULTANT SERVICES

12.1 If applicable and the SPONSOR has not previously done so, the SPONSOR agrees to initiate and properly document a DEPARTMENT approved consultant selection process for the purpose of selecting a consultant to provide project related engineering and construction supervision services. The SPONSOR agrees to acquire all needed goods and services in conformance with State law unless subsequently required to conform with United States Department of Transportation procurement regulations.

12.1.1 Upon receiving notice of FHWA authorization to proceed and completion of the consultant selection process referenced above, the SPONSOR agrees to enter into an appropriate DEPARTMENT approved contract to define and secure the services of the selected consultant.

SECTION 13: PROJECT CONSTRUCTION

13.1 It is further specifically agreed and understood between the SPONSOR and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the SPONSOR and the DEPARTMENT of this project, the SPONSOR does hereby accept full, complete, and total responsibility for this project. The SPONSOR does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship.

13.1.1 The SPONSOR and/or its selected consultant shall provide competent supervision and inspection of the construction work including any testing of materials necessary and shall have representatives available for consultation with DEPARTMENT representatives to cooperate fully to the end of obtaining work in accordance with the approved plans and specifications and to the approval of the DEPARTMENT.

13.1.2 The SPONSOR agrees to become jointly responsible with the contractor as co-applicants for meeting all Environmental Protection Agency (EPA) requirements for storm water runoff on this project, if required. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan sheet, and appropriate USGS topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the SPONSOR agrees to file jointly with the contractor the Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY under the OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water

discharges associated with construction activity from the construction site identified in this document.

- 13.1.2 The SPONSOR agrees that the liquidated damages provisions in 23 CFR, Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the SPONSOR from reduction of Federal participation in accordance with this paragraph.

SECTION 14: PROJECT CLOSURE

- 14.1 The SPONSOR agrees to provide the DEPARTMENT with acceptable project closure documents which shall include a Certificate of Completion, final estimate, statement of overruns and underruns, final inspection letter, final acceptance report, completion date, project change orders (if applicable), materials certification, DBE forms, and Buy America Certification (if applicable).

SECTION 15: PROJECT MAINTENANCE

- 15.1 The SPONSOR further agrees and warrants to the DEPARTMENT concerning maintenance of the completed project, that it will:
- 15.1.2 Assume any and all financial obligations for the operation, use, and maintenance of the project.
 - 15.1.3 Aggressively pursue the implementation of any and all activities and/or support facilities related to the project through the use of all available resources and that the implementation of these future facilities is in no way contingent upon the receipt of further Federal-aid funding.
 - 15.1.4 Periodically review the adequacy of the aforesaid project to insure the safety of the general public and should it determine that further modifications or improvements be required, the SPONSOR shall take such actions as are necessary to make such modifications or improvements.
 - 15.1.5 Maintain all drainage systems and facilities constructed, installed, modified, or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for facilities constructed under the terms of this Agreement.
 - 15.1.6 Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances, and regulations.
 - 15.1.7 Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the SPONSOR, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.

15.1.8 Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments.

SECTION 16: FEDERAL REQUIREMENTS

- 16.1 Copeland Act: The SPONSOR agrees that contracts in excess of \$2,000.00 for construction or repair awarded by the SPONSOR and its contracts or subcontracts shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C § 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the FHWA.
- 16.2 Davis-Bacon Act: The SPONSOR agrees that, when required by the Federal program legislation, all construction contracts awarded by the SPONSOR and its contractors or subcontractors of more than \$2,000.00 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The SPONSOR shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The SPONSOR shall report all suspected or reported violations to the G/CAO.
- 16.3 Contract Work Hours and Safety Standards Act: The SPONSOR agrees that where applicable, all contracts awarded by the SPONSOR in excess of \$2,500.00 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the work is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all declarations to the grant recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.
- 16.4 Drug-Free Workplace: The SPONSOR certifies that it will, or will continue, to provide a drug-free workplace by:
- 16.4.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SPONSOR's workplace and specifying the action that will be taken against employees for violation of such prohibition; and,
 - 16.4.2 Establishing an ongoing drug-free awareness program to inform employees about:

- 16.4.2.1 The dangers of drug abuse in the workplace;
 - 16.4.2.2 The project SPONSOR's policy of maintaining a drug-free workplace;
 - 16.4.2.3 Any available drug counseling; rehabilitation, and employee assistance programs; and,
 - 16.4.2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and,
- 16.4.3 Making it a requirement that each employee to be engaged in the performance of the project be given a copy of the statement required by paragraph (1); and,
- 16.4.4 Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the project, the employee will:
- 16.4.4.1 Abide by the terms of the statement;
 - 16.4.4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction; and,
- 16.4.5 Notify the DEPARTMENT and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under Section E, subparagraph (4)b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected project; and,
- 16.4.6 Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
- 16.4.6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and,
 - 16.4.6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and,
 - 16.4.6.3 Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).
- 16.4.7 Prohibition on Lobbying: The SPONSOR may use no part of the monies to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written manner, or other devices, intended or designed to influence in any manner a Member of Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This provision is in accordance with Title 18 U.S.C. §1913. A violation of this provision will result in termination of this Agreement.

16.4.8 Environmental Compliance: The SPONSOR acknowledges that the utilization of Federal-Aid funds makes the project subject to all relevant Federal environmental laws and regulations, including, but not limited to, the National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and the "Parkland Statute" Title 23 U.S.C. § 138. The SPONSOR agrees that it shall perform all necessary studies and obtain all necessary permits or approvals required by such Federal laws and regulations. A failure to fulfill all applicable environmental requirements could result in the loss of all Federal-Aid project funds. The SPONSOR specifically agrees that it will repay to the DEPARTMENT any Federal-Aid funds received which are expended in violation of Federal Environmental laws and regulations.

16.4.9 Americans with Disability Act: The SPONSOR certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (Title 42 U.S.C. §12101-12213) as outlined in Title 28 CFR, Part 35.

SECTION 17: TERMINATION

17.1 Upon written notice to the SPONSOR, the Director of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:

17.1.1 The requisite Federal funding becomes unavailable through failure of appropriation or otherwise.

17.1.2 The SPONSOR is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

17.1.3 The SPONSOR is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

17.1.4 The Director determines that such termination is in the best interest of the State.

17.2 A Project SPONSOR may, at any time in the project development process, decide to cancel the project and drop out of the Safe Routes to School Program.

17.2.1 The DEPARTMENT also reserves the right to suspend or discontinue participation in the project should the DEPARTMENT determine that the SPONSOR or his designee is in violation of federal law, or that satisfactory progress toward completion of the SRTS Project has not been achieved in the allowable project timeline.

17.2.2 In either case, the SPONSOR will be responsible for reimbursement of all federal funds received to that point, as well as for payment of any and all outstanding invoices to consultants and contractors.

SECTION 18: DISQUALIFICATION

- 18.1 Failure by the SPONSOR to fulfill its responsibilities under this Agreement will disqualify the SPONSOR from future participation in any Federal-Aid project. If deficiencies are found which the Federal Government deems to disqualify the SPONSOR, Federal funds will be withheld until such time as the deficiencies in the project or regulatory compliance have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 19 INDEMNIFICATION

- 19.1 Services for this contract are to be performed in accordance with tenable and established engineering practices and the DEPARTMENT'S standard requirements. The standard of care for tenable and established engineering practices shall be the care and skill ordinarily used by members of the same profession currently practicing under similar circumstances. The DEPARTMENT reserves the right, but does not commit itself, to review the work of the Project SPONSOR's staff, or its consultant for errors, omissions, and work which is contrary to standards or tenable engineering practice, and to provide the SPONSOR with its findings. It is specifically agreed that a review of the work by the DEPARTMENT, if any, does not relieve the Project SPONSOR of its responsibility to ensure that a professional engineer prepare and provide the DEPARTMENT with services performed in accordance with accepted standards and tenable engineering principles. In no event shall SPONSOR assume the DEPARTMENT will review work for errors or omissions, but rather the SPONSOR shall assume that the work called for under this contract will not be reviewed and will provide the DEPARTMENT with documents which are in all respects ready for use in the construction of the project or such other use as may be set forth in this contract.
- 19.2 That the SPONSOR's Staff/Consultant will be held responsible for the accuracy of engineering details and any unit, quantity or other computations related to the work to be performed and will hold and save the DEPARTMENT harmless from any and all claims for damage or causes of action resulting from plan errors or omissions which amount to professional negligence on the part of the SPONSOR's staff or engineer. The SPONSOR will be held responsible for any mistakes or omissions in the work of the SPONSOR's representative which appear during the final review, if any, by the DEPARTMENT prior to advertising the contract, during the letting process, or during the construction, and the SPONSOR's staff/consultant will be required to do any work on the plans necessary to correct the mistakes or omissions in the work, including submitting computations to support said corrections to plans without additional compensation. The SPONSOR shall be given timely written notice and the opportunity to correct any errors or omissions in plan documents. The SPONSOR may thereafter be held liable for any additional cost incurred by the DEPARTMENT for construction or construction delays, which resulted from plan errors or omissions which amount to professional negligence as defined below. Professional negligence shall be defined as failure to conform with accepted engineering standards to include the exercise of reasonable care and professional skill in the preparation of plans, the performance of related engineering services and the conduct of work.

SECTION 20: NOTICES

20.1 All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the contract shall be in writing and shall be deemed to have been properly given or sent:

20.1.1 If intended for the DEPARTMENT, mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to State at:

Oklahoma Department of Transportation
Attention: Ernestine Mbroh
Safe Routes to School Program
200 NE 21st Street Room 2-D4
Oklahoma City, Oklahoma 73105-3204

20.1.2 If intended for SPONSOR, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the SPONSOR at:

The City of Guthrie
Attention: Rene Spineto
Address: P.O. Box 908, Guthrie, OK 73044

SECTION 21: CIVIL RIGHTS ACT OF 1964

21.1 The SPONSOR agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Statute § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – “Nondiscrimination in federally assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964” (See Attachment D).

SECTION 22: EXECUTION OF AGREEMENT

22.1 The SPONSOR agrees that if applicable, it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

SECTION 23: AMENDMENT PROCEDURES

23.1 If the SPONSOR or the DEPARTMENT determines that a change is needed in the scope of work to be accomplished under this agreement, a written request shall be submitted to the other party detailing the requested amendment and giving justification for the change. A response shall be made within five (5) days of receipt of the request. If Federal Highway Administration approval is not required, and if the proposed amendment is acceptable to the parties, a written supplemental agreement shall be executed by the parties. If Federal Highway Administration approval is required for the proposed amendment, the DEPARTMENT shall inform the SPONSOR in writing of the approval or disapproval by the Federal Highway Administration within fifteen (15) days of receipt of such notification. If approved the proposed amendment shall be reduced to a written supplemental agreement and executed by the parties.

23.2 Unless the SPONSOR has requested and received approval of an amendment to the scope of work outlined in this agreement, costs incurred as a result of the change will not be reimbursed.

SECTION 24: HOLD HARMLESS

24.1 To the extent allowed by law the SPONSOR agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the SPONSOR, DEPARTMENT, or Federal Government, arising from the SPONSOR's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, PROVIDED, nothing herein shall require the SPONSOR to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or DEPARTMENT. When any alleged act, omission, negligence, or misconduct may be subject to limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, Title 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the SPONSOR. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.

SECTION 25: SEVERABILITY

25.1 If any provisions, clause, or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.

SECTION 26: HEADINGS

26.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

SECTION 27: FRAUD AND FALSE STATEMENTS

27.1 That SPONSOR understands that, if the project which is subject of this Agreement is financed in whole or in part by federally furnished funds, that if the undersigned, the entity that SPONSOR represents, or any employee or agent thereof, knowingly makes any false statement, representation, report, or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation as a material fact in any statement, certificate, or report, SPONSOR and the company that SPONSOR represents may be subject to prosecution under the provisions of Title 18 U.S.C. § 1001, §1020.

SECTION 28: BINDING EFFECT

28.1 This Agreement shall be binding upon and inure to the benefit of DEPARTMENT and the SPONSOR and shall be binding upon their successors and assigns subject to the limitation of Oklahoma law.

SECTION 29: PRIOR UNDERSTANDINGS

29.1 This Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 30: DISPUTE RESOLUTION

30.1 The parties hereto have entered into this Agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. A non-binding mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by that party in such litigation.

SECTION 31: GOVERNING LAW AND VENUE

31.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 32: EFFECTIVE DATE/CONTRACT PERIOD

32.1 This Agreement becomes effective when fully executed by all parties. This Agreement constitutes the entire understanding of the parties hereto; and any changes, amendments, or alterations hereto shall be made in writing and shall be executed with the same formalities as are observed herein.

IN WITNESS WHEREOF: The SPONSOR executes this contract on the ____ day of _____, 2011; and the DEPARTMENT on the ____ day of _____, 2011.

CITY OF GUTHRIE

City Clerk Date

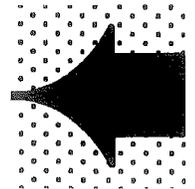
ATTEST:

Mayor Date

APPROVED AS TO FORM AND LEGALITY

Counsel Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION



RECOMMENDED FOR APPROVAL:

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

General Counsel Date

APPROVED:

Deputy Director/Chief Engineer Date

Federal Highway Administration Date

Transportation Commission Item No.: 151

Dated: December 6, 2010



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	August 2, 2011	Wanda Calvert
<input type="checkbox"/> GPWA		City Clerk/Treasurer
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval of Resolution No. 2011-13 casting a vote for the office of Oklahoma Municipal Retirement Fund Trustee representing District 6.

Summary

The City of Guthrie participates in the Oklahoma Municipal Retirement Fund (OMRF) and is eligible to cast one vote for the OMRF Trustee to represent District 6. A brief bio has been provided by OMRF of the two nominees – Tim Rundel and John Shugart. The official ballot must be returned to OMRF by August 30, 2011.

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

Supporting documents attached

- Resolution No. 2011-13
- Letter from OMRF
- 2011 Nominees for District 6

Recommendation

City Council to cast the vote for Tim Rundel or John Shugart.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2011-13

OFFICIAL BALLOT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE CASTING A VOTE FOR ONE TRUSTEE OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND TO FILL THE EXPRING TERM OF ONE TRUSTEE.

WHEREAS, the City of Guthrie, Oklahoma, participates in the Oklahoma Municipal Retirement Fund and is eligible to cast one vote for the Trustee's office of the Oklahoma Municipal Retirement Fund to fill the expiring term.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Guthrie, Oklahoma, that its vote for the Trustee shall be cast for the following nominee:

1. _____

****END****

The undersigned hereby certify that the foregoing Resolution was introduced before the Mayor and City Council of Guthrie, Oklahoma, and was duly adopted and approved on the 2nd day of August, 2011.

Chuck Burtcher, Mayor

ATTEST: (Seal)

Wanda Calvert, City Clerk

APPROVED AS TO FORM:

Randel Shadid, City Attorney



Jeanette Howard
Office Manager

**BOARD OF
TRUSTEES**

July 15, 2011

MARCY ALEXANDER
STILLWATER
DISTRICT 5

DONNA DOOLEN
ADA
DISTRICT 3

JAY HEINRICH
BROKEN ARROW
DISTRICT 1

LEROY LAGE
WATONGA
DISTRICT 8

JIM LUCKETT, JR.
EL RENO
AT-LARGE

ROBERT PARK
SALLISAW
DISTRICT 2

JOHN SHUGART
BETHANY
DISTRICT 6

GEORGE WILKINSON
WEATHERFORD
DISTRICT 7

BERTHA ANN YOUNG
SHAWNEE
DISTRICT 4

Dear OMRF District 6 Members:

OMRF has received two (2) nominations for the District 6 Trustee position:

1. John D. Shugart
2. Timothy Rundel

You are allowed one vote which must be cast by resolution. Enclosed please find a sample resolution which can be used as the ballot for casting your vote in the 2011 OMRF Board of Trustees election for District 6.

The list of nominees is printed on the reverse side of the sample resolution. A brief bio with information provided by each nominee is listed as well.

The ballot must be returned to the OMRF office by August 30, 2011. The nominee receiving the largest number of votes shall be elected to the office of OMRF Trustee representing District 6.

We sincerely appreciate and encourage your participation in the election process. If you should have any questions about the election process, please call.

Sincerely,

Enclosure

2011 NOMINEES FOR DISTRICT 6

TIM RUNDEL

- Mr. Rundel began his career in public service as a City Councilman in Yukon, OK.
- He served as Assistant City Manager in Yukon from 2001-2007.
- Mr. Rundel is currently the Assistant City Manger at City of Midwest City after serving as the Human Resources Director from 2007-2010. He oversees the operations for all of public safety, public works and community development.
- He graduated from Northwestern Oklahoma State University with a BA in Speech in 1993, and received a Master of Public Administration from the University of Oklahoma.
- Mr. Rundel served 6 years in the US Air Force and the Oklahoma Air National Guard.
- He has served on various boards and committees including OML, ICMA, CMAO, OKPELRA and ACOG. He served as president of the Yukon Rotary Club and the Yukon's Best Toastmaster Club.
- He is married with one son and one daughter. He is an active member at Lifechurch in Oklahoma City.

JOHN SHUGART

- Mr. Shugart is currently serving as an OMRF board member. He has served as Trustee since 1998 and chairs the Investment Committee.
- Mr. Shugart began his career in public administration in 1980 with the Central Oklahoma Transportation and Parking Authority as their Director of Administration and Controller.
- Mr. Shugart is currently working for the City of Bethany. He began at Bethany in 1988 as Finance Director and was appointed City Manager in 2005.
- Mr. Shugart served on the OMRF Defined Benefit Plan Task Force in 1991.
- Mr. Shugart is a member of the Government Finance Officers Association, City Managers' Association of Oklahoma, and the International Association of City Managers.
- Mr. Shugart received his Bachelor of Science Degree from Cameron University and his Master of Business Administration from the University of Central Oklahoma.
- John is married with one daughter and lives in Bethany.
- He is an U.S. Army veteran and is active in the Bethany Kiwanis Club.