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**62<sup>nd</sup> City Council**  
**Mayor Mark Spradlin**  
**Ward I** – John Wood, Trey Ayers    **Ward II** – Mary Coffin, Jeff Taylor  
**Ward III** – Gaylord Z. Thomas, Sharyl Padgett

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**SPECIAL CITY COUNCIL MEETING WORKSHOP**

Tuesday, July 1, 2014 at 6:00p.m.  
City Hall 3<sup>rd</sup> Floor Conference Room  
101 N. 2<sup>nd</sup> Street, Guthrie, Oklahoma, 73044

1. Roll Call.
2. Public Comments.
3. Discussion regarding Oklahoma International Bluegrass Festival.
4. Discussion regarding Public Buildings.
5. Discussion regarding agenda items.
6. Request for future items of discussion.
7. Adjournment.



62nd City Council
Mayor Mark Spradlin
Ward I -Trey Ayers, John Wood Ward II - Mary Coffin, Jeff Taylor
Ward III - Gaylord Z. Thomas, Sharyl Padgett

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, July 1, 2014 at 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Roll Call.
2. Community Announcements and Recognitions.
3. Consent Agenda.
All matters listed will be enacted by one motion unless a request is made for discussion by any Trustee or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held June 17, 2014 ..... 1
B. Consider approval of rejecting all bids related to Bid No. 2014-07 Water Main Extension to Town of Coyle and authorizing staff to re-bid the project. \* ..... 2
4. Adjournment.

CITY COUNCIL MEETING

62nd City Council
Tuesday, July 1, 2014, 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Roll Call.
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 City Council Workshop Meeting held June 17, 2014 ..... 5
B. Consider approval of minutes of the Regular City Council Meeting held on June 17, 2014..... 7

- C. Consider approval of awarding Bid No. 2014-06, Grass Management Services (80 acres), to Alvin Graves, Guthrie, Oklahoma for the high bid of \$1,801.00 and authorize the Purchasing Agent to execute a contract.....11
- D. Consider approving the Library staff recommendation to waive item replacement costs for Library customers who lost their homes in the May wildfire.....13
- 3. Discussion and possible action on lease agreement between the City of Guthrie and Oklahoma International Bluegrass Festival. ....14
- 4. Discussion and possible action on Resolution No. 2014-12 establishing criteria for the sale and possession of nonintoxicating beverages during the Make Guthrie Weird Block Party on July 12, 2014.....22
- 5. Public hearing, discussion and possible action on Ordinance No. 3257 for the consensual annexation of property located in Section 10, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma, into the City of Guthrie, Oklahoma, city limits and declaring an emergency.....26
- 6. City Manager’s Report
- 7. Requests/comments from members of the City Council
- 8. Consider approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:
  - A. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (properties located at 111 S. Second St. & 300 W. Harrison).
- 9. Consideration of action regarding properties located at 111 S. Second St. & 300 W. Harrison.
- 10. Adjournment.

❖ **Agenda amended 6-30-14 at 12:45 p.m. and reposted 6/30/14 at 2:00 p.m.**

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING  
June 17, 2014

The regular meeting of the Guthrie Public Works Authority was posted on Friday, June 13, 2014, before 5:00 p.m. and held June 17, 2014, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Chairman Mark Spradlin.

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

Chairman Mark Spradlin called the meeting to order at 7:03 p.m.

Members Present:	Mark Spradlin	John Wood	Mary Coffin
	Jeff Taylor	Sharyl Padgett	Trey Ayers
	Gaylord Z. Thomas		

Members Absent: None

Staff Present:	Sereniah Breland	Kim Biggs	Randel Shadid
	Jim Ahlgren	Maxine Pruitt	Rene Spineto
	Eric Harlow	Damon Devereaux	Cody Mosely
	Cyndi O	Justin Heid	Aaron Ryburn
	Kevin Dixon		

Chairman Spradlin declared a quorum with all Trustees in attendance.

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

**Consent Agenda.** Motion by Vice Chairman Wood, seconded by Trustee Taylor, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held on June 3, 2014.

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

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Padgett, Taylor  
Nay: None

Chairman Spradlin declared the motion carried unanimously.

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

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Kim Biggs, City Clerk

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Mark Spradlin, Chairman

June 30, 2014

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

RE: Summary of Bids 6" Waterline Extension to the Town of Coyle  
DWSRF Project No. P40-1020903-03  
MECE Project No. 211135.68

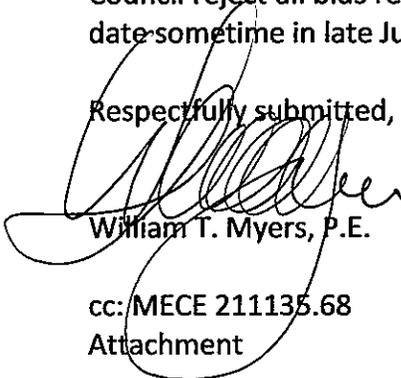
Dear Mayor and Council Members:

Bids for the above referenced project were received, opened, and read aloud on Thursday, June 26, 2014 at 2:00 p.m. (The detailed bid tabulation sheet is attached to this letter). Eight bids were received for the project and are as follows:

Contractor	Section A	Section B
FT Construction, OKC, OK	\$429,218.96	NO BID
Davenport Construction, Edmond, OK	\$368,625.60	NO BID
Lonehickory Cattle, Talihina, OK	\$364,227.50	NO BID
Matthews Trenching, OKC, OK	\$539,785.00	NO BID
SMC Utility, OKC, OK	\$366,151.00	NO BID
Ryburn Const. Solutions, Mustang, OK	NO BID	\$320,175.00
Abilez Construction, McLoud, OK	\$434,041.00	NO BID
Cherokee Pride Const. Sapulpa, OK	\$341,416.00	\$236,000.00

The bids received are over the DWSRF Construction Budget. The construction budget with contingencies is \$364,793.00 for Section A and B. We believe that rebidding the project should produce a bid amount closer to the budget. Therefore, we recommend that the City Council reject all bids received for the project and re-advertise the project for a bid opening date sometime in late July.

Respectfully submitted,

  
William T. Myers, P.E.

cc: MECE 211135.68  
Attachment

13911 Quail Pointe Drive, Oklahoma City, OK 73134

Office 405.755.5325 Fax 405.755.5373

<http://www.mece.us.com>

			<b>BID TABULATION</b> Water System Improvements 6" Waterline Extension To The Town of Coyle For The Guthrie Public Works Authority/City of Guthrie 211135.68 Thursday, June 26, 2014 @ 2:00 pm		FT Construction Company, Inc. Oklahoma City, OK		Davenport Construction Edmond, OK		Lonehickory Cattle Talihina, OK		Matthews Trenching Oklahoma City, OK		SMC Utility OKC, OK		Ryburn Const. Solutions Mustang, OK		Abilez Construction McLoud, OK		Cherokee Pride Const Sapulpa, OK	
					UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST	
<b>SEC A</b>																				
1	6550	LF	Trench Excavation & Backfill- Zero(0') Ft to Ten(10') Ft	\$6.75	\$44,212.50	\$15.00	\$98,250.00	\$12.00	\$78,600.00	\$10.00	\$65,500.00	\$9.70	\$63,535.00	<b>No Bid</b>	\$19.00	\$124,450.00	\$2.00	\$13,100.00		
2	760	CY	Sand Embedment	\$20.14	\$15,306.40	\$13.00	\$9,880.00	\$11.00	\$8,360.00	\$35.00	\$26,600.00	\$28.00	\$21,280.00	<b>No Bid</b>	\$30.00	\$22,800.00	\$20.00	\$15,200.00		
3	6240	LF	6" PVC C-900 Waterline DR-18	\$18.72	\$116,812.80	\$5.00	\$31,200.00	\$5.00	\$31,200.00	\$25.00	\$156,000.00	\$5.15	\$32,136.00	<b>No Bid</b>	\$5.00	\$31,200.00	\$22.00	\$137,280.00		
4	60	LF	Bore for 10" Casing	\$82.50	\$4,950.00	\$77.00	\$4,620.00	\$70.00	\$4,200.00	\$80.00	\$4,800.00	\$70.00	\$4,200.00	<b>No Bid</b>	\$80.00	\$4,800.00	\$65.00	\$3,900.00		
5	60	LF	10" Steel Casing (.50" Wall Thickness)	\$80.54	\$4,832.40	\$65.00	\$3,900.00	\$30.00	\$1,800.00	\$60.00	\$3,600.00	\$50.00	\$3,000.00	<b>No Bid</b>	\$40.00	\$2,400.00	\$30.00	\$1,800.00		
6	275	LF	Directional Bore (for 10" PE Casing Pipe)	\$82.00	\$22,550.00	\$90.00	\$24,750.00	\$65.00	\$17,875.00	\$80.00	\$22,000.00	\$95.00	\$26,125.00	<b>No Bid</b>	\$75.00	\$20,625.00	\$40.00	\$11,000.00		
7	440	LF	Directional Bore (for 6" PE Waterline Pipe)	\$51.00	\$22,440.00	\$58.00	\$25,520.00	\$50.00	\$22,000.00	\$55.00	\$24,200.00	\$45.00	\$19,800.00	<b>No Bid</b>	\$100.00	\$44,000.00	\$35.00	\$15,400.00		
8	775	LF	10" PE SDR 11 Casing Pipe	\$52.80	\$40,920.00	\$42.00	\$32,550.00	\$30.00	\$23,250.00	\$27.00	\$20,925.00	\$15.00	\$11,625.00	<b>No Bid</b>	\$15.00	\$11,625.00	\$40.00	\$31,000.00		
9	445	LF	6" PE SDR 11 Waterline	\$22.90	\$10,190.50	\$14.00	\$6,230.00	\$20.00	\$8,900.00	\$15.00	\$6,675.00	\$12.00	\$5,340.00	<b>No Bid</b>	\$15.00	\$6,675.00	\$39.00	\$17,355.00		
10	6	EA	PVC to PE Transition	\$1,277.67	\$7,666.02	\$750.00	\$4,500.00	\$1,000.00	\$6,000.00	\$2,500.00	\$15,000.00	\$540.00	\$3,240.00	<b>No Bid</b>	\$700.00	\$4,200.00	\$1,500.00	\$9,000.00		
11	4	EA	2" SCH 40 Steel Vent Pipe	\$433.00	\$1,732.00	\$150.00	\$600.00	\$500.00	\$2,000.00	\$750.00	\$3,000.00	\$250.00	\$1,000.00	<b>No Bid</b>	\$90.00	\$360.00	\$400.00	\$1,600.00		
12	1	EA	6" Gate Valve in 48" Ø CGMP Control Pit	\$4,135.00	\$4,135.00	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00	\$2,750.00	\$2,750.00	\$4,360.00	\$4,360.00	<b>No Bid</b>	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00		
13	6	EA	6" Gate Valve & Valve Box	\$1,325.17	\$7,951.02	\$1,200.00	\$7,200.00	\$1,250.00	\$7,500.00	\$950.00	\$5,700.00	\$1,360.00	\$8,160.00	<b>No Bid</b>	\$1,800.00	\$10,800.00	\$1,500.00	\$9,000.00		
14	9	EA	1" Combination Air Vacuum Relief Valve	\$1,365.78	\$12,292.02	\$1,200.00	\$10,800.00	\$500.00	\$4,500.00	\$2,000.00	\$18,000.00	\$1,250.00	\$11,250.00	<b>No Bid</b>	\$1,600.00	\$14,400.00	\$1,000.00	\$9,000.00		
15	3	EA	Fire Hydrant Assembly	\$4,952.34	\$14,857.02	\$3,900.00	\$11,700.00	\$4,500.00	\$13,500.00	\$3,750.00	\$11,250.00	\$4,400.00	\$13,200.00	<b>No Bid</b>	\$6,000.00	\$18,000.00	\$2,500.00	\$7,500.00		
16	1	EA	12" Interconnection	\$1,472.00	\$1,472.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	<b>No Bid</b>	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00		
17	1	EA	6" Interconnection	\$1,772.00	\$1,772.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	<b>No Bid</b>	\$400.00	\$400.00	\$2,500.00	\$2,500.00		
18	1	EA	12" x 6" Reducer	\$728.00	\$728.00	\$500.00	\$500.00	\$300.00	\$300.00	\$375.00	\$375.00	\$560.00	\$560.00	<b>No Bid</b>	\$800.00	\$800.00	\$400.00	\$400.00		
19	2	EA	6" x 90° Bend	\$365.50	\$731.00	\$300.00	\$600.00	\$300.00	\$600.00	\$375.00	\$750.00	\$600.00	\$1,200.00	<b>No Bid</b>	\$425.00	\$850.00	\$300.00	\$600.00		



**BID TABULATION**  
**Water System Improvements**  
**6" Waterline Extension To The Town of Coyle**  
**For The Guthrie Public Works Authority/City of Guthrie**  
**211135.68**  
 Thursday, June 26, 2014 @ 2:00 pm

			FT Construction Company, Inc. Oklahoma City	Davenport Construction Edmond, OK	Lonehickory Cattle Talihina, OK	Matthews Trenching Oklahoma City, OK	SMC Utility OKC, OK	Ryburn Const. Solutions Mustang, OK	Abilez Construction McLoud, OK	Cherokee Pride Const Sapulpa, OK								
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST	UNIT	ITEM COST							
20	3	EA	6" x 45° Bend	\$338.00	\$1,014.00	\$300.00	\$900.00	\$300.00	\$900.00	\$375.00	\$1,125.00	\$550.00	\$1,650.00	No Bid	\$400.00	\$1,200.00	\$300.00	\$900.00
21	2	EA	6" x 22.5° Bend	\$326.50	\$653.00	\$300.00	\$600.00	\$300.00	\$600.00	\$350.00	\$700.00	\$550.00	\$1,100.00	No Bid	\$400.00	\$800.00	\$300.00	\$600.00
22	1	EA	6" x 6" x 6" Tee	\$539.00	\$539.00	\$430.00	\$430.00	\$450.00	\$450.00	\$450.00	\$450.00	\$1,200.00	\$1,200.00	No Bid	\$625.00	\$625.00	\$450.00	\$450.00
23	20	SY	Remove and Replace Gravel Drive	\$85.00	\$1,700.00	\$15.00	\$300.00	\$200.00	\$4,000.00	\$50.00	\$1,000.00	\$25.00	\$500.00	No Bid	\$100.00	\$2,000.00	\$40.00	\$800.00
24	4677	SY	Solid Slab Sodding	\$3.64	\$17,024.28	\$2.80	\$13,095.60	\$2.50	\$11,692.50	\$5.00	\$23,385.00	\$5.00	\$23,385.00	No Bid	\$3.00	\$14,031.00	\$3.00	\$14,031.00
25	1	LS	6" Meter with Bypass in Vault	\$26,724.00	\$26,724.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$44,625.00	\$44,625.00	No Bid	\$44,500.00	\$44,500.00	\$18,000.00	\$18,000.00
26	1	LS	6" Pressure Reducing Valve in Vault	\$26,381.00	\$26,381.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$30,680.00	\$30,680.00	No Bid	\$37,500.00	\$37,500.00	\$12,000.00	\$12,000.00
27	1	LS	Hydrostatic Pressure Testing & Disinfection	\$5,357.00	\$5,357.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	No Bid	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
28	1	LS	Erosion & Sediment Control	\$13,100.00	\$13,100.00	\$7,000.00	\$7,000.00	\$12,000.00	\$12,000.00	\$2,500.00	\$2,500.00	\$24,000.00	\$24,000.00	No Bid	\$2,000.00	\$2,000.00	\$500.00	\$500.00
29	1	LS	Construction Signing and Traffic Control	\$1,176.00	\$1,176.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	No Bid	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
<b>TOTAL BID SECTION A</b>					<b>\$429,218.96</b>		<b>\$368,625.60</b>		<b>\$364,227.50</b>		<b>\$539,785.00</b>		<b>\$366,151.00</b>	<b>NO BID</b>		<b>\$434,041.00</b>		<b>\$341,416.00</b>
<b>SEC B</b>	1	LS	Chloramine Booster Station	No Bid		No Bid		No Bid		No Bid		No Bid		\$320,175.00	\$320,175.00	No Bid		\$236,000.00
<b>TOTAL BID SECTION B</b>					<b>No Bid</b>		<b>No Bid</b>		<b>No Bid</b>		<b>No Bid</b>		<b>No Bid</b>	<b>\$320,175.00</b>		<b>No Bid</b>		<b>\$236,000.00</b>

MINUTES

CITY COUNCIL MEETING  
Council Workshop  
June 17, 2014

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Friday, June 13, 2014, before 5:00 p.m. and held June 17, 2014, in the Guthrie City Hall Third Floor Conference Room.

Mayor Mark Spradlin called the meeting to order at 6:01 p.m.

Members Present:    Mark Spradlin            Mary Coffin            Sharyl Padgett  
                                 Jeff Taylor                John Wood              Gaylord Z. Thomas

Members Absent:    Trey Ayers

Staff Present:        Sereniah Breland       Kim Biggs              Randel Shadid  
                                 Maxine Pruitt            Rene Spineto          Aaron Ryburn  
                                 Jim Ahlgren              Cody Mosley          Eric Harlow  
                                 Justin Heid                Damon Devereaux     Cyndi O  
                                 Anthony Gibbs

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

**Public Comments.** None.

**Discussion regarding Liberty Lake Improvements.** Officer Anthony Gibbs updated Council regarding lake activities.

Councilmember Ayers arrived at 6:10 p.m.

**Discussion regarding Downtown Improvements.** Community Development Director, Rene Spineto, distributed information regarding the Downtown Improvement Project including a map of the proposed areas.

**Airport annual update.** Airport Manager, Justin Heid, updated the Council on current and future projects and activities in and around the Guthrie-Edmond Regional Airport.

**Discussion regarding agenda items:**

**Three appointments to the Guthrie Library Board.** Mayor Spradlin stated that his recommendation to fill the three vacant positions on the Guthrie Library Board are Linda Craddock, Verla Raines, and Tarrah Wells.

**One appointment to the Airport Board.** Mayor Spradlin stated that his recommendation for the Airport Board appointment is Joe Underwood.

**One appointment to the Forestry Board.** Mayor Spradlin stated that his recommendation for the Forestry Board is Bert Wheeler.

**Two appointments to the Citizens Rate and Fee Advisory Committee.** Vice Mayor Wood stated that his recommended appointment is Dan Newton and Councilmember Ayers stated that he will be appointing Andrea Welsh.

**Interlocal agreement with City of Crescent.** City Manager Breland reviewed the draft agreement with City Council stating that it would require two dispatchers to carry out the services for the City of Crescent which would include compensation and rollups plus a maintenance fee for the computer programs required with a total annual cost of \$68,546. City Manager Breland also updated the City Council on the current process. The City of Guthrie provides full service dispatching for City of Guthrie, Coyle, Woodcrest, Meridian, Orlando, Langston and Sooner Volunteer Fire Departments. Guthrie is also the first point of receiving 911 calls for 95% public safety first responders for Logan County. The City of Guthrie receives the original 911 call and then transfers to the appropriate agency. The City of Guthrie is the 911 Public Safety Answering Point (PSAP) and receives funds from the 911 Public Safety Program through the Association of Central Oklahoma Governments. Ed Stanton, City Manager for the City of Crescent, provided statistical information regarding their dispatch operations. It was the consensus of the City Council to table this item for further discussion.

**Request for future items of discussion.** Re-naming Division Street.

**Adjournment.** There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 6:55 p.m.

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Kim Biggs, City Clerk

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Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

June 17, 2014

The regular meeting of the sixty-second City Council of Guthrie, Oklahoma was posted on Friday, June 13, 2014, before 5:00 p.m. and held June 17, 2014, in the Guthrie City Hall Council Chambers.

Mayor Mark Spradlin called the meeting to order at 7:05 p.m.

Members Present:	Mark Spradlin	John Wood	Mary Coffin
	Jeff Taylor	Sharyl Padgett	Trey Ayers
	Gaylord Z. Thomas		

Members Absent: None

Staff Present:	Sereniah Breland	Kim Biggs	Randel Shadid
	Jim Ahlgren	Maxine Pruitt	Rene Spineto
	Eric Harlow	Damon Devereaux	Cody Mosely
	Cyndi O	Justin Heid	Aaron Ryburn
	Kevin Dixon		

Mayor Spradlin declared a quorum with all Councilmembers in attendance.

**Consent Agenda.** Motion by Vice Mayor Wood, seconded by Councilmember Coffin, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Special City Council Workshop Meeting held on June 3, 2014.
- B. Consider approval of minutes of the Regular City Council Meeting held on June 3, 2014.
- C. Consider approval of minutes of the Special City Council Meeting held on June 10, 2014.
- D. Consider acceptance of a grant in the amount of \$925.96 from the Oklahoma Humanities Council for the purpose of conducting a “Let’s Talk About It, Oklahoma!” program at the Guthrie Public Library and authorize Library staff to sign the corresponding agreement.
- E. Consider accepting a grant in the amount of \$916.79 from the Oklahoma Department of Libraries for the purpose of purchasing Lego classroom packs and conducting Science, Technology, Engineering and Math (STEM) programs for children in the library.
- F. Consider approving the Library Board recommendation to implement the LeapPad2 Explorer Lending Policy.
- G. Consider approval of the Joint City 5 Year Airport Agreement for the period beginning July 1, 2014 and ending June 30, 2019.
- H. Consider approval of the City-County Defense Agreement between the City of Guthrie and Logan County Board of Commissioners.
- I. Consider approval of the Liberty Lake House Occupancy Agreement between the City of Guthrie and a Park Attendant.

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

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Padgett, Taylor

Nay: None

Mayor Spradlin declared the motion carried unanimously.

**Three appointments to the Library Board.** Motion by Councilmember Taylor, seconded by Councilmember Padgett moved approval of Linda Craddock, Verla Rains, and Tarrah Wells to the Guthrie Library Board each serving a 3-year term. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Coffin, Padgett, Taylor

Nay: Thomas

Mayor Spradlin declared the motion carried with 6 ayes and 1 nay vote.

**One appointment to the Guthrie-Edmond Regional Airport Board.** Motion by Vice Mayor Wood, seconded by Councilmember Taylor moved approval of Joe Underwood to the Guthrie-Edmond Regional Airport Board serving a 3-year term. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Padgett, Taylor

Nay: None

Mayor Spradlin declared the motion carried unanimously.

**Two appointments to the Citizens Rate and Fee Advisory Committee.** Motion by Vice Mayor Wood, seconded by Councilmember Ayers moved approval of Dan Newton and Andrea Welsh to the Citizens Rate and Fee Advisory Committee. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Padgett, Taylor

Nay: None

Mayor Spradlin declared the motion carried unanimously.

**One appointment to the Guthrie Forestry Board.** Motion by Councilmember Thomas, seconded by Councilmember Taylor moved approval of Bert Wheeler to the Guthrie Forestry Board serving a 3-year term. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Padgett, Taylor

Nay: None

Mayor Spradlin declared the motion carried unanimously.

**Resolution No. 2014-10.** Motion by Councilmember Thomas, seconded by Councilmember Taylor moved approval of Resolution No. 2014-10 establishing the Nine-One-One Emergency Telephone Fee for Calendar Year 2015. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Padgett, Taylor  
Nay: None

Mayor Spradlin declared the motion carried unanimously.

**Resolution No. 2014-11.** Motion by Councilmember Thomas, seconded by Councilmember Taylor moved approval of Resolution No. 2014-11 in support of the Cottonwood Village development, including fee waiver of building permit fees or other city-provided service in the amount of \$14,001. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Padgett, Taylor  
Nay: None

Mayor Spradlin declared the motion carried unanimously.

**Ordinance No. 3256.** Motion by Councilmember Thomas, seconded by Councilmember Coffin moved approval of Ordinance No. 3256 establishing the effective date of Ordinance No. 3251 related to annexation, extending the city limits of the City of Guthrie, Oklahoma to include the territory here and after described in this ordinance, said territory being located in the County of Logan, State of Oklahoma. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Padgett, Taylor  
Nay: None

Mayor Spradlin declared the motion carried unanimously.

**Emergency Clause.** Motion by Councilmember Thomas, seconded by Councilmember Coffin moved approval of Section 4 of Ordinance No. 3256 declaring an emergency and the immediate passage of this Ordinance. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Padgett, Taylor  
Nay: None

Mayor Spradlin declared the motion carried unanimously.

**Interlocal Agreement with City of Crescent.** No action.

**City Manager's Report.** City Manager Breland announced that compost is available at Summit View Cemetery June 21, 2014.

**Requests/comments from members of the City Council.** Updated the community on events happening in Guthrie.

**Executive Session.** Motion by Councilmember Thomas, seconded by Councilmember Padgett 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 City Council and its Attorney concerning a pending investigation or claims: Logan County Rural Water District No. 1. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Padgett, Taylor  
Nay: None

Mayor Spradlin declared the motion carried unanimously at 7:20 p.m. Attending Executive Session were Mayor Spradlin, Vice Mayor Wood, Councilmembers Ayers, Thomas, Taylor, Coffin, and Padgett, City Manager Breland, and City Attorney Shadid.

**Reconvene.** Mayor Spradlin reconvened the Guthrie City Council Meeting at 7:44 p.m. and stated no action was taken in Executive Session.

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

**Adjourn.** There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 7:45 p.m.

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Kim Biggs, City Clerk

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Mark Spradlin, Mayor



**Agenda Item Cover Letter**

**Meeting**

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

**Date of Meeting**

July 1, 2014

**Contact**

Jessie Bryan  
Purchasing Agent

**Agenda Item**

Consider approval of awarding Bid No. 2014-06, Grass Management Services (80 acres), to Alvin Graves, Guthrie, Oklahoma for the high bid of \$1,801.00 and authorize the Purchasing Agent to execute a contract.

**Summary**

On June 3, 2014, the Guthrie City Council authorized staff to solicit bids for grass management services for 80 acres located at East College Street and Midwest Blvd. The specifications are written to allow the City to contract with an individual who will mow the property at least two times each year or graze the property according to the specifications plus the individual will pay the City for the use of the property. The lease is for one (1) year and may be terminated without any notice or demand whatsoever.

A bid notice was published in the Guthrie News Leader on June 5 and 10, 2014, six (6) bid packets were mailed to interested parties, and posted to the City’s website. One (1) bid proposals were received:

<u>Vendor</u>	<u>Mowing/Grazing</u>
Alvin Graves	\$1801.00 (grazing)

Mr. Graves is the apparent high bidder and meets all criteria.

**Funding Expected**      Revenue                      Expenditure                      N/A

**Budgeted**                      Yes                                      No                                      N/A

**Account Number**     01-00-00-5466                     **Amount**     \$1,801.00

**Supporting documents attached:**

Bid Tabulation Sheet – Bid No. 2014-06

**Recommendation**

Approve awarding Bid No. 2014-06 Grass Management Services to Alvin Graves for \$1,801 and authorize the Purchasing Agent to execute a contract for the same.

**Action Needed**                      Public Hearing                      Motion                      Emergency Clause

**BID TABULATION SHEET****OPENED: Thursday, 2:00 p.m.  
June 26, 2014****Grass Management - 80 acres  
BID NO. 2014-06**

<b>VENDOR</b>	<b>AFFIDAVITS</b>	<b>TOTAL BID PRICE</b>
Billy Longnecker Guthrie, OK 73044		
Tommy Payne Guthrie, OK 73044		
Richard Martin Guthrie, OK 73044		
Rodney Davison Guthrie, OK 73044		
Alvin Graves Guthrie, OK 73044	YES	\$1801.00
Hugh Plagg Guthrie, OK 73044		



Agenda Item Cover Letter

Meeting

x City Council
GPWA
Other:

Date of Meeting

July 1, 2014

Contact

Cynthia O, Director of
Library Services

Agenda Item

Consider approving the Library staff recommendation to waive item replacement costs for
Library customers who lost their homes in the May wildfire.

Summary

The wildfire in south Guthrie on the 4th of May tragically resulted in many families losing their homes
and property. Several of these families are loyal Library customers and had Library materials checked
out and in their homes when the fire struck. Replacement costs for the families that have contacted the
Library so far range from \$89 up to \$122, totaling \$308.10. Library staff feels that the financial and
psychological impact of losing a home and possessions should not be further exacerbated by the burden
of replacing lost Library materials. The total cost for these materials is estimated at \$600.

Funding Expected Revenue Expenditure x N/A
Budgeted Yes x No N/A
Account Number [00-00-00-0000] Amount
Legal Review x N/A Required Completed Date:

Supporting documents attached

- N/A

Recommendation

Waive item replacement costs for Library customers who lost their homes in the May wildfire.

Action Needed Public Hearing X Motion Emergency Clause



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

July 1, 2014

Contact

Cody Mosley,
Economic Development
and Marketing Director

Agenda Item

Discussion and possible action on lease agreement between the City of Guthrie and Oklahoma International Bluegrass Festival.

Summary

Oklahoma International Bluegrass Festival has requested a lease of the Cottonwood Flats as part of the concert activities on October 2nd, 3rd, and 4th. Oklahoma International Bluegrass Festival requests that their lease be renewed every five (5) years. Changes from the previous agreement are to remove the 15% of camping revenues requirement, and to move the terms from an annual agreement to a 5 year agreement. In addition, the City annually provides site preparation services such as fencing costs, mowing, and other labor needs in excess of \$14,000 for the Oklahoma International Bluegrass Festival.

Funding Expected Revenue Expenditure N/A
Budgeted Yes No X N/A
Account Number Amount
Legal Review N/A x Required Completed Date: 6/27/2014

Supporting documents attached

- Lease Agreement regarding Oklahoma International Bluegrass Festival

Recommendation

Approve the Lease Agreement between the City of Guthrie and Oklahoma International Bluegrass Festival.

Action Needed Public Hearing X Motion Emergency Clause

## **LEASE AGREEMENT**

THIS AGREEMENT, made by and between the CITY OF GUTHRIE, OKLAHOMA, a municipal corporation, Lessor, hereinafter the "CITY," and the OKLAHOMA INTERNATIONAL BLUEGRASS FESTIVAL, INC., an Oklahoma not for profit corporation, Lessee, hereinafter the "FESTIVAL."

WHEREAS, the CITY is interested in expanding tourism and economic development and wishes to develop and make available certain properties owned by the CITY, hereinafter the "PREMISES," that are suitable for use by the FESTIVAL; and

WHEREAS, the FESTIVAL desires to continue to conduct the Oklahoma International Bluegrass Festival, hereinafter the "EVENT," within the CITY, due to the historical appeal of the area, the spirit of cooperation and assistance expressed, and the quality of existing facilities available; and

WHEREAS, the parties wish to agree in advance on the terms and conditions of a Lease.

NOW, THEREFORE, for and in consideration of the mutual promises, covenant and conditions set forth herein, the CITY and the FESTIVAL agree that:

### **I. TERM AND RENEWAL**

The term of the lease shall be the first weekend in October for the next five (5) years starting October 2014, ending October 2018 unless otherwise agreed upon by both parties. The LEASE shall automatically renew for substantially the same period and duration in each of the subsequent years. If the CITY ever fails or refuses to appropriate funds sufficient to satisfy its obligations under the LEASE, or if the FESTIVAL elects to hold the EVENT outside the CITY, then this LEASE shall terminate without the requirement of notice to either party and there shall be no further obligation for either party to abide by the covenants, terms, requirements or conditions herein stated.

### **II. PREMISES**

The CITY, in consideration of the obligation of FESTIVAL to pay the sums as provided in the LEASE, and in consideration of the other terms, provisions and covenants hereby leases to the FESTIVAL the PREMISES described in Exhibit "A" attached hereto and incorporated herein by reference. The FESTIVAL agrees that at the end of each EVENT, it shall deliver the PREMISES to the CITY in the same condition as it was at the inception of the LEASE, normal wear and tear excepted.

The CITY acknowledges that the FESTIVAL intends to utilize the PREMISES described in Exhibit "A" for the operation of a campground with both electrical hook-ups for recreational vehicles and unimproved or tent camping sites. In addition to camping use, the campground

portion of said PREMISES, hereinafter the "CAMPGROUND," will contain bluegrass performing stages, festival parking, portable restroom and shower facilities, concessions and support facilities. The CITY further acknowledges that the FESTIVAL intends to utilize the PREMISES described in Exhibit "A" for parking, food, crafts and exhibit areas, hereinafter collectively the "EXHIBIT AREAS."

The CITY agrees to use its best efforts to obtain permissive use of private properties within the perimeter of the CAMPGROUND for the benefit of the FESTIVAL, or to identify and isolate said properties so as to prevent the inadvertent and unapproved use of the same by the FESTIVAL. The CITY shall advise the FESTIVAL as far in advance as possible of how it intends to handle the use or isolation of private properties.

The CITY agrees it will arrange for the use of parking areas and street closures identified in Exhibits "A" and "B" for the benefit of the FESTIVAL as is necessary and prudent, at no expense to the FESTIVAL.

### **III. RENT AND RECOVERABLE COSTS**

If the Event is canceled for any reason not the fault of the FESTIVAL and which is not covered by event insurance, neither the CITY nor the FESTIVAL shall be responsible to the other party for costs spent in preparation or fulfillment of the EVENT. If the EVENT is canceled for any other reason, the CITY shall be entitled to recover from FESTIVAL those reasonable costs incurred in connection with the services provided exclusively for the benefit of the FESTIVAL.

### **IV. IMPROVEMENTS TO PREMISES**

The CITY agrees that the FESTIVAL may install improvements upon the PREMISES. The FESTIVAL agrees that prior to commencing any construction or installation of any improvements, it shall furnish the CITY with a site plan showing the type and location of facilities. The location of all improvements shall be subject to approval by the CITY, provided that said approval shall not be unreasonably withheld. The approved site plan shall be incorporated into this LEASE and identified as Exhibit "C" hereto.

Any improvements installed upon the PREMISES by the FESTIVAL, its employees, agents or contractors, shall remain the property of the FESTIVAL, subject to the provisions herein. Upon the termination of this LEASE, regardless of cause, the FESTIVAL shall, at its sole cost and expense, remove such improvements within a reasonable time. In the alternative, the parties may agree in writing that some or all of the improvements may remain on the PREMISES for use during future events. Should it become necessary for the CITY to direct the removal of some or all of the improvements, and should the FESTIVAL fail or refuse to remove the same within the time limits directed by the CITY, then such improvements shall become the property of the CITY. The FESTIVAL agrees to immediately reimburse the CITY for the cost or expense incurred in removing or having removed such improvements.

Except as provided in Part V of this LEASE, the CITY shall install, have installed, provide or maintain, at its expense, the following improvements or services to the PREMISES described in Exhibit "A":

- a) A site fence on those sides of the PREMISES not adjacent to Cottonwood Creek and fencing to separate the unimproved and improved areas within the CAMPGROUND.
- b) Adequate water distribution and hydrants in the CAMPGROUND.
- c) In cooperation with Oklahoma Gas and Electric Company, an adequate electrical supply and the use of group RV electrical distribution centers which the CITY intends to install in the CAMPGROUND.
- d) Road grading and mowing of the PREMISES.
- e) Adequate sanitary sewer disposal service reasonably adjacent to the CAMPGROUND.

#### **V. CHARGES FOR SERVICE**

All monies collected by the FESTIVAL arising out of the EVENT conducted on the leased PREMISES, including but not limited to camping fees, concession fees or other charges or sources of income not otherwise specified in said LEASE, shall belong to the FESTIVAL. It is expressly agreed that the rent paid to the CITY as provided in Part III of said LEASE shall be in lieu of all charges and fees for water consumption for the CAMPGROUND and includes payment for use of the land and improvements. The FESTIVAL shall remit payment for all charges and fees for electrical consumption for the CAMPGROUND directly to the City of Guthrie. FESTIVAL is responsible for all electricity costs up to \$2,000. Charges for solid waste services within the CAMPGROUND shall be the responsibility of the FESTIVAL. All other charges for solid waste service shall be the responsibility of the CITY, unless the parties agree otherwise.

The CITY reserves the right to charge the end users for all other services, including but not limited to sanitary sewer service, consumed on the PREMISES or at any such location where the CITY deems it appropriate to provide the service, and to collect and retain all charges and fees.

#### **VI. RISK AND EFFECT OF FLOODING TO CAMPGROUND**

The CITY hereby advises the FESTIVAL, and the FESTIVAL acknowledges, that the PREMISES described in Exhibit "A," including the CAMPGROUND, are located within the flood plain of Cottonwood Creek and are subject to periodic flooding. In the event of flooding prior to the LEASE term or any renewal thereof which inundates, damages or alters the CAMPGROUND such that it is not useable for its intended purpose, then in that case both the CITY and the FESTIVAL shall be relieved of their respective obligations to perform under this LEASE as to said CAMPGROUND. All other provisions of this LEASE shall continue in full force and effect. In the event of flooding during the LEASE term, the CITY may, in its sole discretion and judgment, order the FESTIVAL to vacate part or all of the CAMPGROUND, and upon receipt of said order, the FESTIVAL shall cooperate with the appropriate authorities to have all persons and personal property removed from the CAMPGROUND. In that case, the

CITY promises and affirms to the FESTIVAL to use its best efforts to provide alternative locations for use as temporary camping facilities for the EVENT, if the FESTIVAL does not cancel the EVENT. Alternative locations may include, but shall not be limited to, municipal parks and other CITY owned properties which the CITY deems appropriate for use.

## **VII. INDEMNIFICATION AND INSURANCE**

The FESTIVAL agrees to indemnify the CITY, its agents and employees from any injury to persons or damage to property of whatsoever nature and howsoever caused arising out of the condition of the CAMPGROUND, or the FESTIVAL'S use and occupancy of the PREMISES, including but not limited to the construction, operation or removal of any of the improvements or facilities installed by the FESTIVAL. The FESTIVAL agrees to save and hold the CITY harmless from any liability, judgments, causes of action, loss, expense or claims, including attorneys' fees, arising out of any such injury or damage.

The FESTIVAL shall, at its sole expense, keep in effect during the term of this LEASE the following insurance, in occurrence form, with an insurance company or companies authorized to do business in the State of Oklahoma:

- a) One Hundred Thousand Dollars (\$100,000.00) for any claim for bodily injury arising out of a single act, accident or occurrence; and
- b) One Million Dollars (\$1,000,000.00) for any number of claims for bodily injuries arising out of a single occurrence or accident; and
- c) Twenty-five Thousand Dollars (\$25,000.00) for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident or occurrence.

The FESTIVAL shall furnish to the CITY a certificate of insurance coverage showing compliance with the terms of this Part, and providing for not less than ten (10) days notice to the CITY of cancellation or modification of the terms of coverage.

Each year, prior to occupancy of the leasehold, an inspection shall be done by a mutually agreed inspector selected by the CITY and the FESTIVAL. In the event of the discovery of a defect or hazard, if any, the CITY shall have ten (10) days within which to fix the defect or hazard, save those of a trivial, open and obvious nature.

The FESTIVAL may, but is not required, to obtain event insurance to protect the FESTIVAL from cancellation of the EVENT due to natural disaster or unforeseeable circumstances. Said insurance shall be paid for by the FESTIVAL.

## **VII. OTHER ASSURANCES AND CONDITIONS**

The FESTIVAL agrees to cause itself and its employees, contractors, subcontractors, agents and volunteers to comply at all times during the term of this LEASE or any renewal thereof with all

applicable federal, state and local laws, including environmental laws and regulations, and to avoid using the PREMISES in any manner that would constitute waste or nuisance. The FESTIVAL shall not permit open fires within the CAMPGROUND unless a Burn Permit has been secured from the Guthrie Fire Department.

The CITY retains the right to enter the PREMISES at any time to assess compliance with the terms of this LEASE.

CITY personnel and vehicles shall at all times have unrestricted ingress and egress to the PREMISES for the purposes of protecting or preventing damage to its real or personal property or infrastructure, or for providing services to the EVENT or its patrons.

In the event the FESTIVAL fails to comply with the ordinances of the City of Guthrie or the provisions of this LEASE, or fails or neglects to maintain the PREMISES as required, the CITY may terminate this LEASE upon giving written notice of noncompliance to the FESTIVAL and a reasonable time which to remedy the noncompliance.

The FESTIVAL agrees to provide the volunteers, employees or workers sufficient to conduct the EVENT on the PREMISES. The CITY agrees to provide the employees or workers sufficient time to fulfill its obligations under this LEASE.

The FESTIVAL may enter into agreements with other parties for the installation of improvements and facilities, for the operation of concessions, for providing sanitary and restroom facilities and for other services deemed necessary or desirable by the FESTIVAL. Neither the permission granted herein to enter such agreements or arrangements, nor the instruments themselves, shall operate to release the FESTIVAL from any of its obligations under said LEASE.

The FESTIVAL shall not discriminate against persons or vendors on the basis of race, color, religion, sex, national origin, age or disability in admission to, or participation in, the activities of the EVENT.

This LEASE shall not be assigned by the FESTIVAL without the prior written consent of the CITY.

## **IX. NOTICE**

Whenever notice is to be given under the terms of this LEASE, or payments are to be made, said notice or payment shall be deposited first-class, postage paid, with the United States Postal Service, and addressed to the following:

For the CITY:                      City Clerk  
   City of Guthrie  
   101 N. Second Street  
   P.O. Box 908



BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, Mayor of the City of Guthrie, Oklahoma, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as both free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written. \_\_\_\_\_

Notary Public

My Commission expires:

\_\_\_\_\_  
[SEAL]



**Agenda Item Cover Letter**

**Meeting**

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

**Date of Meeting**

July 1, 2014

**Contact**

Cody Mosley, Director  
Economic Development

**Agenda Item**

Discussion and possible action of Resolution No. 2014-12 establishing criteria for the sale and possession of nonintoxicating beverages during the Make Guthrie Weird Block Party on July 12, 2014.

**Summary**

In connection with the planning and administration of the Make Guthrie Weird Block Party, Blue Belle Saloon has requested:

- the permitting of open containers of any nonintoxicating beverage on 2<sup>nd</sup> Street between Oklahoma Ave and Vilas and on Harrison Ave. between 1<sup>st</sup> and 3<sup>rd</sup> Street

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
<b>Account Number</b>	<u>1-00-00-5450</u>	<b>Amount</b>	<u>\$150.00</u>

**Supporting documents attached:**

- Proposed Resolution 2014-12

**Recommendation**

Approve Resolution No. 2014-12.

**Action Needed**     Public Hearing     Motion     Emergency Clause

## RESOLUTION NO. 2014-12

### RESOLUTION AMENDING RULES GOVERNING THE SALE AND DISTRIBUTION OF INTOXICATING AND NONINTOXICATING BEVERAGES DURING THE MAKE GUTHRIE WEIRD BLOCK PARTY ON JULY 12, 2014

**WHEREAS**, the City of Guthrie (the “City”) will be the location of the Make Guthrie Weird Block Party, sponsored by Prairie Gothic (the “Block Party”) which will be held in a portion of the City’s downtown area on July 12, 2014; and

**WHEREAS**, in connection with the planning of the Block Party, Blue Belle Saloon (“Permit Holder”), has requested to sell nonintoxicating beverages on City property has requested the following: (i) an amendment to Chapter 2 of the City of Guthrie Code of Ordinances permitting of open containers of nonintoxicating beverages in the area on 2<sup>nd</sup> Street between Oklahoma Ave and Vilas and on Harrison Ave. between 1<sup>st</sup> and 3<sup>rd</sup> Street (the “Block Party area”) and (iii) such other matters as set forth herein; and,

**WHEREAS**, in order to promote the Block Party and in furtherance of the health, safety, and welfare of the attendees of the Block Party and the citizens of the City, the City desires to make the following accommodations:

SECTION 1: The City hereby finds that all of the recitals contained in the preambles to this Resolution are true and correct and does incorporate them into this Resolution by this reference.

SECTION 2: Notwithstanding anything the City of Guthrie Code of Ordinances to the contrary, licensed premises may sell alcoholic beverages from five o’clock (5:00) P.M. on July 12, 2014, until eleven o’clock (11:00) P.M. that same day.

SECTION 3: Notwithstanding anything in the City of Guthrie Code of Ordinances to the contrary, persons over the age of twenty-one (21) years of age may be permitted to consume nonintoxicating beverages outside of establishments holding an Oklahoma Alcoholic Beverage Law Enforcement (ABLE) issued license or a permit to sell low-point beer during times in which nonintoxicating beverages may be legally served by a holder of a state of Oklahoma liquor license from 5:00 P.M. on July 12<sup>th</sup>, 2014, to 11:00 P.M. that same day. This provision is subject to the following qualifications.

- A. This Resolution shall apply only to the following:
  - a. The area designated as the Make Guthrie Weird Block Party.
- B. All nonintoxicating beverages in the Block Party must be purchased from an entity holding a current Logan County permit to sell low-point beer located within the Block Party area.
- C. All nonintoxicating beverages sold shall be served only in aluminum, paper or plastic disposable containers. No glass containers shall be permitted in the Block Party area.

- D. No person under the age of twenty-one (21) shall purchase, attempt to purchase, possess, or consume any nonintoxicating beverages upon either premises holding a permit to sell low-point beer, the Block Party area or other premises controlled by the Permit Holder during the permit period.
- E. A holder of a Oklahoma Alcoholic Beverage Law Enforcement (ABLE) Commission-issued license ("licensee") or a permit to sell low-point beer ("permit holder") with premises located within the Block Party area shall be permitted to sell nonintoxicating beverages outside of its licensed or permit-holding establishment; provided, however, such outside sales shall solely be permitted adjacent to the licensed establishment and only during times which alcohol may be legally served.
- F. No person other than a licensee or permit holder or an employee of a licensee or permit holder shall remain upon any licensed or permit-holding premises or in the Block Party for any period of time longer than one-half (1/2) hour following the time when the sale, distribution, transfer or gift of nonintoxicating beverages must terminate. No person including a licensee, permit holder or an employee of a licensee or permit holder shall remain upon any licensed or permit-holding premises or the Block Party area for any period of time longer than eighty (80) minutes following the time specified when the sale, distribution, transfer or gift of nonintoxicating beverages must terminate. At no time while the licensee, permit holder, or his employees or agents, are upon the premises for the purpose of operating, controlling, maintaining or cleaning the premises or the Block Party, shall the licensee, permit holder or employee or agent consume, sell, deliver, transfer, distribute or give away any nonintoxicating beverage. No licensee, permit holder, employee or agent of a licensee or permit holder shall permit any other person to remain on the licensed or permit-holding premises or the Block Party area beyond the closing hours specified herein.
- G. Any duly authorized representative of a licensee or permit holder and any peace officer of the city, county of Logan or state of Oklahoma are hereby empowered to remove any person from either the licensed or permit-holding premises or Block Party area where such officer or agent has probable cause to believe that such person may be under the influence of intoxicating or nonintoxicating beverages.
- H. The foregoing shall be limited by such other rules, regulations and restrictions as the local liquor control commissioner deems necessary to govern the use of the Block Party area.
- I. Unless specifically excepted within this section, all of the terms and provisions of the City of Guthrie Code of Ordinances remain in full force and effect.
- J. Permit Holder will be responsible for providing CLEET Commissioned security for the Block Party during the permitted hours.
- K. Permit holder is responsible for a permit fee of one hundred fifty dollars (\$150) as compensation for the exclusive use of public property, plus a refundable cleaning deposit of one hundred dollars (\$100.00).

SECTION 4: Except as specifically modified hereby, all applicable laws, ordinances, rules and regulations shall remain in full force and effect.

SECTION 5: The provisions and sections of this Resolution shall be deemed to be separable, and the invalidity of any portion of this Resolution shall not affect the validity of the remainder.

SECTION 6: Provisions of this Resolution shall not supersede any State of Oklahoma or Federal laws pertaining to the consumption or sale of alcoholic beverages.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF GUTHRIE**, that the City Council supports the Make Guthrie Weird Block Party and approves efforts to accommodate the safe enjoyment of the attendees of this event, including the safe consumption nonintoxicating beverages as outlined in this Resolution.

Passed by the Mayor and City Council of the City of Guthrie on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mark Spradlin, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: July 1, 2014, Contact: René Spineto, Director Community Development

Agenda Item

Public hearing, discussion and possible action on Ordinance No. 3257 for the consensual annexation of property located in Section 10, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma, into the City of Guthrie, Oklahoma, city limits and declaring an emergency.

Summary

The Oklahoma Department of Transportation has requested to voluntarily annex property located approximately at I-35 and Highway 33 which is adjacent or contiguous to the City of Guthrie boundaries. Petitioner is owner of 100% of the value of the property and has 100% voting rights in the property. The parcel contains 2.619 acres MOL.

The Notice of Petition for Consensual Annexation was published in the Guthrie News Leader on June 19, 2014 and June 26, 2014.

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

Supporting documents attached

- Ordinance No. 3257, Notice of Petition for Consensual Annexation, Map of area to be annexed

Recommendation

Approve Ordinance No. 3257 for the consensual annexation of property located in Section 10, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma, into the City of Guthrie, Oklahoma, city limits.

Approve emergency clause.

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

**ORDINANCE NO. 3257**

**AN ORDINANCE RELATED TO ANNEXATION, EXTENDING THE CITY LIMITS OF THE CITY OF GUTHRIE, OKLAHOMA TO INCLUDE THE TERRITORY HEREINAFTER DESCRIBED IN THIS ORDINANCE, SAID TERRITORY BEING LOCATED IN THE COUNTY OF LOGAN, STATE OF OKLAHOMA, AND DECLARING AN EMERGENCY.**

Whereas, the territory hereinafter described in this ordinance is contiguous with and adjacent to the city limits of the City of Guthrie, Oklahoma; and

Whereas, in the judgment and discretion of the City of Guthrie, it will contribute greatly to the benefit of the City of Guthrie to add to the City of Guthrie and increase the city limits; and

Whereas, the owner of herein described 2.619-acre parcel has voluntarily agreed to be annexed and the City of Guthrie has attained the written consent of the owner of the area to be annexed and all actions have been taken which are necessary to empower the City of Guthrie, Oklahoma, to annex the hereinafter described tract of land and the City Council of the City of Guthrie, Oklahoma, finds all of the above true and correct.

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

**SECTION 1** The corporate limits of the City of Guthrie are hereby extended and increased to include and there is hereby annexed and added to the City of Guthrie the following described territory located in Section 10, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma, described as follows:

Beginning at the crossing point of the centerlines of State Highway 33 and I-35, extend northerly 160.23 feet along the centerline of I-35,

Thence easterly 412 feet parallel to the centerline of State Highway 33;

Thence southerly 160.23 feet to the centerline of State Highway 33;

Thence southerly another 116.66 feet to the R/W corner;

Thence westerly 412 feet parallel to the centerline of State Highway 33 to the centerline of I-35,

Thence northerly 116.66 feet to the point of origin; containing, 2.619 acres, MOL.

**SECTION 2** For the preservation of the public peace, health, and safety of the citizens of the City of Guthrie, an emergency is hereby declared to exist, whereupon this Ordinance shall be in full force and effect upon its passage, approval and publication.

The foregoing ordinance was introduced before the Guthrie City Council on the 1st day of July 2014, and was duly adopted and approved by the Mayor and City Council on the 1<sup>st</sup> day of July, 2014, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301 et seq.).

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Mark Spradlin, Mayor

(Seal)

ATTEST:

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Kim Biggs, City Clerk

Approved as to form and legality:

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Randel Shadid, City Attorney

**NOTICE OF PRESENTATION OF PETITION  
TO ANNEX PROPERTY INTO THE CITY OF GUTHRIE, OKLAHOMA**

NOTICE IS GIVEN that the Oklahoma Department of Transportation has filed with the City of Guthrie, Oklahoma a petition to voluntarily annex the following property which is adjacent or contiguous to the City of Guthrie boundaries, to wit:

A tract of land in Section 10, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma, described as follows:

Beginning at the crossing point of the centerlines of State Highway 33 and I-35, extend northerly 160.23 feet along the centerline of I-35,

Thence easterly 412 feet parallel to the centerline of State Highway 33;

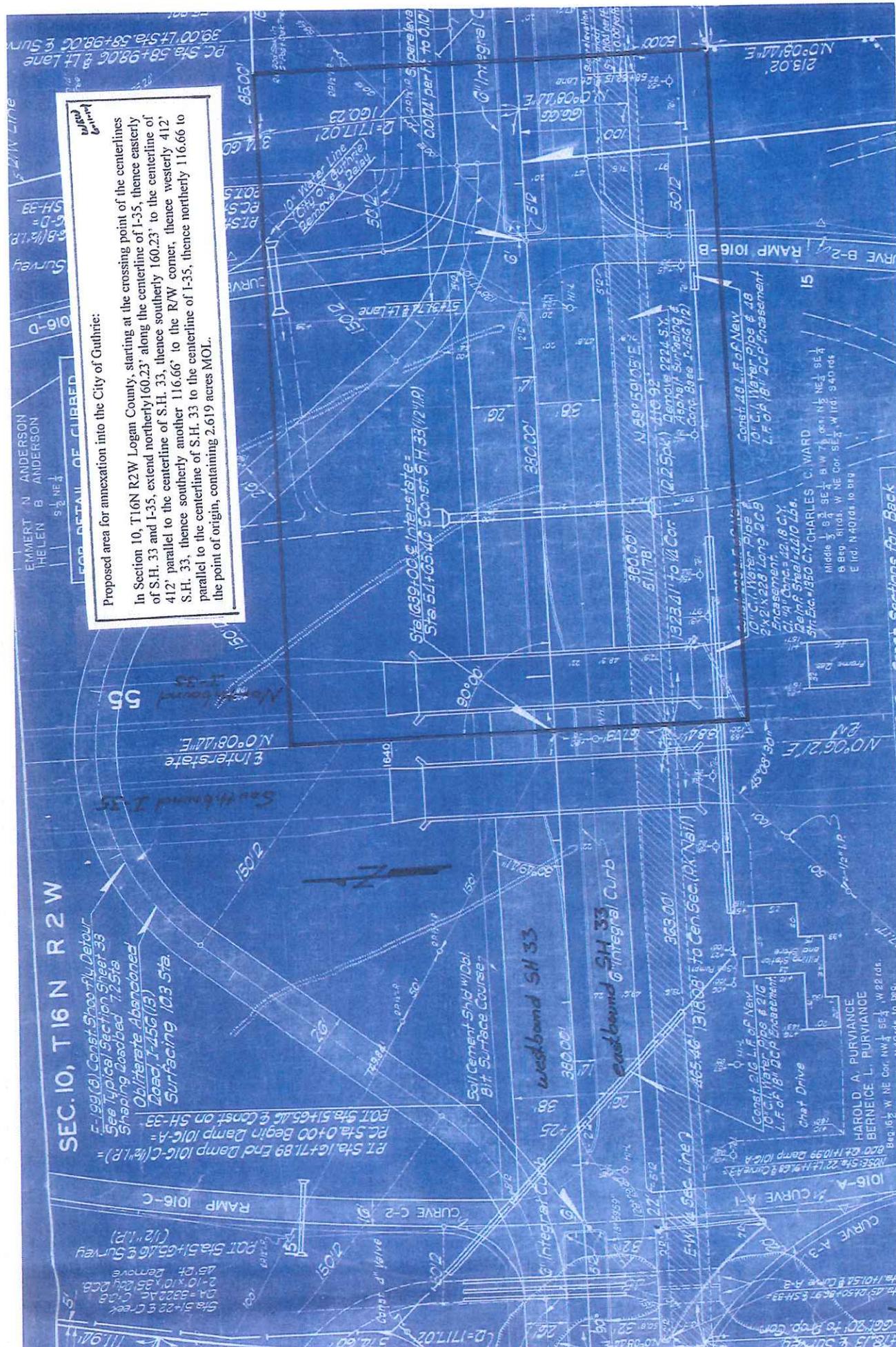
Thence southerly 160.23 feet to the centerline of State Highway 33;

Thence southerly another 116.66 feet to the R/W corner;

Thence westerly 412 feet parallel to the centerline of State Highway 33 to the centerline of I-35,

Thence northerly 116.66 feet to the point of origin; containing, 2.619 acres, MOL.

Petitioner is owner of 100% of the value of the property and has 100% voting rights in the property. An ordinance to annex the above property into the City of Guthrie, Oklahoma will be considered by the Guthrie City Council on the 1st day of July, 2014 at 7:00 p.m. at the Guthrie City Hall, 102 N. Second Street, Guthrie, Oklahoma.



**Proposed area for annexation into the City of Guthrie:**

In Section 10, T16N R2W Logan County, starting at the crossing point of the centerlines of S.H. 33 and I-35, extend northerly 160.23' along the centerline of I-35, thence easterly 412' parallel to the centerline of S.H. 33, thence southerly 160.23' to the centerline of S.H. 33, thence southerly another 116.66' to the R/W corner, thence westerly 412' parallel to the centerline of S.H. 33 to the centerline of I-35, thence northerly 116.66 to the point of origin, containing 2.619 acres MOL.

**A/P Claims List**

from 6/12/2014 to 6/12/2014

Invoice #	Vendor	Description	Account	Cost
JUNE2014	OG&E 405	Electric Billing - General	01-01-00-6305	\$7,528.74
JUNE2014	OG&E 405	Electric Billing - Street Lighting	01-01-00-6306	\$10,760.78
100196	KYLE WADE REAL ESTATE	FULL COMMERCIAL APPRAISAL FOR	01-01-00-6373	\$1,500.00
2034893	DEWART- GUMERSON	NOTARY STAMP - TESSA CASEY	01-07-70-6114	\$45.00
JUNE2014	SHINEY BAYS (22581)	Car Wash Police Department	01-07-70-6316	\$194.10
12-249	GUTHRIE TAG AGENCY(243)	Vehicle Tags and Titles	01-14-41-6116	\$45.50
		<b>Total GENERAL FUND</b>		<b>\$20,074.12</b>
2034910	HEALTH CHOICE 22316	EMS Refund for Dorotha Long DOI: 5-31-13	09-00-00-5435	\$75.35
2034913	JAYNE S HALL (23073)	EMS Refund for Jayne Hall - DOI 8-22-13	09-00-00-5435	\$83.30
2034914	LOIS WEBB (23074)	EMS Refund for Lois Webb - DOI 9-2-13	09-00-00-5435	\$119.73
17915147	LUANN OSBORNE (23071)	EMS refund for Joseph E Osborne - DOI	09-00-00-5435	\$55.41
17777759	MAXINE BICKERSTAFF (23075)	EMS Refund for overpayment for Beulah	09-00-00-5435	\$113.07
16313687	SUSAN K GOLLOB (23072)	EMS Refund for Susan Gollob - DOI 7-13-	09-00-00-5435	\$80.47
6671	SAM'S CLUB DIRECT	FOOD, UTENSILS, SUPPLIES FOR	09-09-90-6048	\$161.03
		<b>Total FIRE/EMS FUND</b>		<b>\$688.36</b>
JUNE2014	OG&E 405	Electric Billing - GPWA	20-21-00-6305	\$8,395.77
JUNE2014	MAXINE PRUITT (1915)	Mileage 2013-2014	20-22-00-6047	\$400.02
99477	SOUTHWEST CHEMICAL (20977)	2,446 GALLONS OF BLEACH	20-24-00-6104	\$2,323.70
5712	S & D ELECTRIC MOTOR SHOP	Guide adapters for lift station pumps	20-24-00-6312	\$10,800.00
		<b>Total GPWA OPERATING FUND</b>		<b>\$21,919.49</b>
46122	AUTO-GRAPHICS, INC. (21799)	SOFTWARE PACKAGE AND	30-30-06-6541	\$2,108.00
		<b>Total GRANTS FUND</b>		<b>\$2,108.00</b>
04-046320-007	UTILITY DEPOSIT		71-00-00-5555	\$15.25
05-050560-002	UTILITY DEPOSIT		71-00-00-5555	\$131.43
15-153160-003	UTILITY DEPOSIT		71-00-00-5555	\$22.18
		<b>Total UTILITY DEPOSIT FUND</b>		<b>\$168.86</b>
JUNE2014	OG&E 405	Electric Billing - Airport/GERA	98-98-00-6305	\$892.47
5285-14	WISE ELECTRIC COMPANY	NORTH REIL REPAIR ADB PARTS AND	98-98-00-6315	\$1,395.00
INV# 8	SURETY MANAGEMENT	TAXIWAY EXTENSION-NW	98-98-94-6588	\$87,734.42
		<b>Total AIRPORT FUND</b>		<b>\$90,021.89</b>
		<b>Total All Funds</b>		<b>\$134,980.72</b>

**A/P Claims List**

from 6/18/2014 to 6/18/2014

Invoice #	Vendor	Description	Account	Cost
02-023430-010	UTILITY DEPOSIT		71-00-00-5555	\$33.31
02-023821-005	UTILITY DEPOSIT		71-00-00-5555	\$1.64
04-046110-004	UTILITY DEPOSIT		71-00-00-5555	\$7.61
07-071583-009	UTILITY DEPOSIT		71-00-00-5555	\$3.62
08-083470-004	UTILITY DEPOSIT		71-00-00-5555	\$33.86
10-100960-004	UTILITY DEPOSIT		71-00-00-5555	\$10.59
13-130800-005	UTILITY DEPOSIT		71-00-00-5555	\$35.43
99-999910-003	UTILITY DEPOSIT		71-00-00-5555	\$2.44
		<b>Total UTILITY DEPOSIT FUND</b>		<b>\$128.50</b>
INV #8	SURETY MANAGEMENT	TAXIWAY C REHABILITATION	98-98-94-6590	\$111,954.67
		<b>Total AIRPORT FUND</b>		<b>\$111,954.67</b>
		<b>Total All Funds</b>		<b>\$112,083.17</b>

## City of Guthrie

## A/P Claims List

from 6/23/2014 to 6/23/2014

Invoice #	Vendor	Description	Account	Cost
JUNE2014	C.L.E.E.T. (125)	Municipal Court Collection for CLEET Assess	01-00-00-2012	\$909.84
JUNE2014	O.S.B.I. (820)	Municipal Court Collection AFIS And Forensic	01-00-00-2012	\$981.42
BG657055	FLEETCOR TECHNOLOGIES (219 Guthrie Housing Authority		01-01-00-6118	\$85.66
BG657055	FLEETCOR TECHNOLOGIES (219 Building Services		01-02-25-6118	\$278.69
BG657055	FLEETCOR TECHNOLOGIES (219 Community Development		01-05-50-6118	\$126.92
92830485	ESRI 22454	ARCGIS FOR DESKTOP BASIC SINGLE US	01-05-50-6123	\$400.00
060414-WEB	INTRINSIC CORPORATION 2228	GIS 1 Quarter 2014 Web Hosting	01-05-50-6356	\$2,250.00
BG657055	FLEETCOR TECHNOLOGIES (219 Code Compliance		01-05-51-6118	\$77.24
1193	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$80.00
1270	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$500.00
1271	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$160.00
1272	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$100.00
1273	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$400.00
1274	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$300.00
1275	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$115.00
1276	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$80.00
1277	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$170.00
1278	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$80.00
1279	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$80.00
BG657055	FLEETCOR TECHNOLOGIES (219 Police Administration		01-07-70-6118	\$5,188.53
14-005220-S	O.S.B.I. (820)	ODIS SUPPORT/MAINTENANCE JUL-DEC	01-07-70-6311	\$1,562.00
JUNE2014	LOGAN COMMUNITY SERVICES, Community Services		01-07-70-6345	\$125.00
BG657055	FLEETCOR TECHNOLOGIES (219 Streets Department		01-12-00-6118	\$2,491.58
BG657055	FLEETCOR TECHNOLOGIES (219 Fleet		01-14-00-6118	\$64.36
JUNE2014GPW	SHINEY BAYS (22581)	Car Wash GPWA	01-14-41-6116	\$60.50
BG657055	FLEETCOR TECHNOLOGIES (219 Parks and Grounds		01-15-11-6118	\$2,779.96
		<b>Total GENERAL FUND</b>		<b>\$19,446.70</b>
BG657055	FLEETCOR TECHNOLOGIES (219 Suppression		09-09-90-6118	\$2,047.05
BG657055	FLEETCOR TECHNOLOGIES (219 EMS		09-09-92-6118	\$2,998.09
BG657055	FLEETCOR TECHNOLOGIES (219 Fire Administration		09-09-96-6118	\$342.60
		<b>Total FIRE/EMS FUND</b>		<b>\$5,387.74</b>
JUNE2014	USPS - UNITED STATES POSTAL	Postage	20-21-00-6309	\$2,000.00
JUNE20142	USPS - UNITED STATES POSTAL	Postage	20-21-00-6309	\$1,000.00
2026034	MYERS ENGINEERING CORPOR	Storm water holding pond Sludge Removal -	20-21-00-6373	\$750.00
2026035	MYERS ENGINEERING CORPOR		20-21-00-6373	\$925.00
99614	SOUTHWEST CHEMICAL (20977)	Blanket PO for Chemicals	20-23-00-6104	\$1,449.50
BG657055	FLEETCOR TECHNOLOGIES (219 WTP		20-23-00-6118	\$96.77
BG657055	FLEETCOR TECHNOLOGIES (219 WWTP		20-23-00-6118	\$1,102.95
BG657055	FLEETCOR TECHNOLOGIES (219 Convenience Center		20-26-00-6118	\$1,787.15
BG657055	FLEETCOR TECHNOLOGIES (219 Line Maintenance		20-27-00-6118	\$2,344.34
		<b>Total GPWA OPERATING FUND</b>		<b>\$11,455.71</b>
11718	CYCLESAFE 23024	BICYCLE RACK (INCLUDES INSTALLATION	30-30-05-6578	\$326.00
		<b>Total GRANTS FUND</b>		<b>\$326.00</b>
2920378	AT&T CAPITAL SERVICES, INC. (	Lease/Purchase of ShoreTel Phone System	54-54-02-6710	\$952.62
		<b>Total CAPITAL PROJECTS</b>		<b>\$952.62</b>
BG657055	FLEETCOR TECHNOLOGIES (219 Airport		98-98-00-6118	\$192.13
11071360-24	GARVER 22519	AIP Administrative Services - #3-40-0036-013	98-98-94-6373	\$14,266.21

**City of Guthrie**  
**A/P Claims List**  
from 6/23/2014 to 6/23/2014

Invoice #	Vendor	Description	Account	Cost
		Total AIRPORT FUND		\$14,458.34
		Total All Funds		\$52,027.11