



62nd City Council
Mayor Mark Spradlin
Ward I – John Wood, Trey Ayers **Ward II** – Jeff Taylor, Clarice Reandeanu
Ward III – Gaylord Z. Thomas, Sharyl Padgett

SPECIAL CITY COUNCIL MEETING WORKSHOP

Tuesday, October 21, 2014 at 6:00p.m.
City Hall 3rd Floor Conference Room
101 N. 2nd Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Public Comments.
3. Discussion regarding use of volunteers for Fire/EMS Department.
4. Discussion regarding State of the City.
5. Fire Department annual update.
6. Discussion regarding agenda items.
7. Request for future items of discussion.
8. Adjournment.



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

CITY COUNCIL MEETING
62nd City Council
Tuesday, October 21, 2014, 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

Swearing-In of Clarice Reandeu as Ward II City Council Member by
Honorable Special District Judge, David Hood.

- 1. Call to Order.
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 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 October 7, 2014..... 1
B. Consider approval of minutes of the Regular City Council Meeting held on October 7, 2014..... 3
C. Consider approval to renew Lease Agreement with the Territorial Squares Square Dance Club for use of the building commonly known as the Girl Scout Cabin..... 7
D. Consider approval to donate three (3) Annual Day Use Passes for Liberty Lake and Guthrie Lake during the Chamber Coffee event on October 29th, 2014.....24
E. Consider approval to waive the Day Use Fee at Liberty Lake on October 25th, 2014 from 5:00 p.m. to 10:00 p.m., allowing Bike-In participants free access.....25
F. Consider approval to renew three-year agreement with ADPI/Intermedix for EMS billing services.26
G. Consider approval to declare 2009 Ford F-350/Frazer, Ltd. ambulance (Unit #97) as surplus and trade-in to Osage Industries for credit towards new ambulance purchase.56
H. Consider approval to purchase 2015 Ram 4500 4x4, Type I ambulance from Osage Industries utilizing HGAC contract pricing.57
4. Discussion and possible action on the agreement with Neighborhood Solutions to manage the Community Garden at Mineral Wells Park.....61
5. Discussion and possible action on Resolution No. 2014-07 nominating seven residents or business owners as members to fill open positions on the Guthrie Convention & Visitor Bureau.....69

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)(1), for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Attorney).
 - B. 307(B)(1), for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Manager).
9. Consider action regarding City Attorney.
10. Consider action regarding City Manager.
11. Adjournment.

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, October 21, 2014 at 7:00pm
 City Hall Council Chambers
 101 N. 2nd Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Consent Agenda.

All matters listed will be enacted by one motion unless a request is made for discussion by any 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 October 7, 2014.....85
3. Adjournment.

MINUTES

CITY COUNCIL MEETING
Council Workshop
October 7, 2014

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Friday, October 3, 2014, before 5:00 p.m. and held October 7, 2014, in the Guthrie City Hall Third Floor Conference Room.

Mayor Mark Spradlin called the meeting to order at 6:00 p.m.

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

Members Absent: None

Staff Present:	Sereniah Breland	Kim Biggs	Randel Shadid
	Jim Ahlgren	Maxine Pruitt	Rene Spineto
	Cyndi O	Cody Mosley	

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

Public Comments. Ms. Marsha Dewart addressed her concerns and provided background information to the City Council regarding the land use designation on Johnson Drive.

Ms. Lisa Trask addressed her concerns with the City Council regarding the land use designation on Johnson Drive.

Mr. Kevin Ruggs spoke in favor of working with surrounding property owners on developing the property in question.

Discussion regarding agenda items. Councilman Wood asked about Consent Agenda Item C. VYBRANZ audits and reviews vendor bills/invoices/contracts for cost reductions, billing accuracy and contract compliance. If mistakes are identified in billing, they seek our approval to recover funds from the vendor and have those funds sent back to the City. VYBRANZ bills the city a percentage of recovered monies. Because their audits uncover these funds, VYBRANZ serves as a procuring cause which is different than collecting on a debt (A/R) that the City imposed. If VYBRANZ cannot achieve any savings, then the City pays VYBRANZ nothing.

Discussion regarding land use designation on Johnson Drive. This item is related to a permit application to construct a new storage unit business on Johnson Drive. The subject area is zoned C-2, Commercial, which would be appropriate for this use. However, there are 16 homes that have been built in that zone (approximately the late 1970s to mid-1980s). This area of land was annexed into the City in 1980. A Commercial Zone allows Residences to be built, but a Residential Zone does not allow for commercial uses to be constructed in that area. City

Attorney Shadid stated that the City Council has three options. 1) Issue the Building Permit to construct a storage unit; 2) rezone the area to Residential; or, 3) amend the zoning ordinance to require a Special Use Permit for this type of business. Ms. Marsha Dewart and Ms. Lisa Trask spoke in opposition of this item. The land owner, Mr. Kevin Ruggs, spoke in favor of working with surrounding property owners on developing the property in question. It was the consensus of the City Council to allow the property owners and developer more time to work out a solution.

Discussion regarding contract for Convention & Visitor's Bureau with Guthrie Chamber of Commerce. This item was not discussed.

Discussion regarding agenda items: None.

Request for future items of discussion. Volunteer Fire, State of the City.

Adjournment. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 6:32 p.m.

Kim Biggs, City Clerk

Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

October 7, 2014

The regular meeting of the sixty-second City Council of Guthrie, Oklahoma was posted on Friday, October 3, 2014, before 5:00 p.m. and held October 7, 2014, in the Guthrie City Hall Council Chambers.

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

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

Members Absent: None

Staff Present:	Sereniah Breland	Kim Biggs	Randel Shadid
	Jim Ahlgren	Maxine Pruitt	Rene Spineto
	Cyndi O	Cody Mosley	

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

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

- A. Consider approval of minutes of the City Council Workshop Meeting held on September 16, 2014.
- B. Consider approval of minutes of the Regular City Council Meeting held on September 16, 2014.
- C. Consider approval of an engagement agreement between the City of Guthrie and VYBRANZ, LLC for services related to expense management, cost reduction, and billing auditing.
- D. Consider approval to change the 2014 Christmas Holiday schedule.

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

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

Mayor Spradlin declared the motion carried unanimously.

Appointment of two members to the Guthrie Housing Authority. Motion by Vice Mayor Wood, seconded by Councilmember Ayers, moved approval of appointing Merlena Osborne and Laurel Davis to the Guthrie Housing Authority. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

Appointment of one Council Member to the Finance Committee. Motion by Vice Mayor Wood, seconded by Councilmember Padgett, moved approval to appoint Vice Mayor Wood to the Finance Committee. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

Agreement with the Guthrie Chamber of Commerce. No action taken.

Appoint two representatives to the Chamber of Commerce Board. No action taken.

Ordinance No. 3263 for the purpose of encouraging, promoting, and fostering tourism in and by the City of Guthrie to be funded by the Hotel/Motel Tax receipts, and declaring an emergency. Motion by Councilmember Ayers, seconded by Councilmember Taylor, moved approval of Ordinance No. 3263. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

Emergency Clause. Motion by Councilmember Thomas, seconded by Councilmember Ayers, moved approval of Section 4 of Ordinance No. 3263 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, Thomas, Taylor, Padgett
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Ward II vacant position. Motion by Councilmember Taylor, seconded by Vice Mayor Wood, moved approval of appointing Clarice Reandean to fill the Ward II position that expires in May 2015. Councilmembers entered their votes and the votes were displayed with the following results:

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

Nay: None

Mayor Spradlin declared the motion carried unanimously.

City Manager's Report. Announced upcoming community events. Thanked the Public Works Department for their excellent work preparing for and during the Oklahoma International Bluegrass Festival. Reminded citizens about the Tree Give-Away scheduled for October 25th from 8:00 a.m. to noon at Guthrie Public Works Authority.

Requests/comments from members of the City Council. Welcomed Clarice Reandeau to the City Council, welcomed Police Chief, Don Sweger, to the City of Guthrie, and provided an update on the OML workshops that were held during the conference.

Consider action regarding City Judge. Motion by Councilmember Taylor, seconded by Councilmember Thomas, moved approval of the contract as written. Councilmembers entered their votes and the votes were displayed with the following results:

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

Nay: None

Mayor Spradlin declared the motion carried unanimously.

Executive Session. Motion by Councilmember Taylor, seconded by Vice Mayor Wood, moved approval to convene into Executive Session pursuant to the authority of Title 25, O.S. 2001, as follows:

- A. 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Judge)
- B. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Leon Spitz).
- C. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Logan County Rural Water District No. 1).

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

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

Nay: None

Mayor Spradlin declared the motion carried unanimously at 7:15 p.m. Attending Executive Session were Mayor Spradlin, Vice Mayor Wood, Councilmembers Ayers, Taylor, Thomas, and Padgett, City Manager Breland, and City Attorney Shadid.

Reconvene. Mayor Spradlin reconvened the Guthrie City Council Meeting at 7:40 p.m. and stated no action was taken in Executive Session.

Consider action regarding City Judge. This item was approved prior to Executive Session.

Consider action regarding Leon Spitz. No action was taken.

Consider action regarding Logan County Rural Water District No. 1. Motion by Vice Mayor Wood, seconded by Councilmember Padgett, moved approval to allow staff to continue negotiations. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

Adjourn. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 7:41 p.m.

Kim Biggs, City Clerk

Mark Spradlin, Mayor



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

October 21, 2014

Contact

Jim Ahlgren,
Administrative Services
Director

Agenda Item

Consider approval to renew Lease Agreement with the Territorial Squares Square Dance Club for use of the building commonly known as the Girl Scout Cabin.

Summary

The proposed Lease Agreement is a continuation of the current five year lease.

Funding Expected: x Revenue, Expenditure N/A
Budgeted: x Yes, No N/A
Account Number: 01-00-00-5466, Amount: \$150 per year plus \$150 per month of tenant occupied
Legal Review: N/A, x Required, Completed Date: 10-21-2014

Supporting documents attached

- Lease Agreement

Recommendation

Approve renewal of Lease Agreement with the Territorial Squares Square Dance Club for use of the building commonly known as the Girl Scout Cabin.

Action Needed: Public Hearing, X Motion, Emergency Clause

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 21st day of October, 2014, by and between the City of Guthrie, Oklahoma, a municipal corporation, hereinafter the "LESSOR", and TERRITORIAL SQUARES SQUARE DANCE CLUB, an Oklahoma not for profit corporation, hereinafter 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 rents and leases from LESSOR, the barracks building commonly known as the Girl Scout Cabin located on certain real property situated in Logan County, State of Oklahoma, more particularly described in "Exhibit A" attached hereto, together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way pertaining to the premises 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, 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 1st day of October, 2014 (the "Commencement Date") and ending on the 30th day of September 2017, subject to termination as provided herein (the "Lease Term") and subject to renewals thereof for like terms upon not less than ninety (90) days prior written notice provided the LESSEE is in full compliance with the terms hereof including, but not limited to, payment of rent.

2. RENT:

LESSEE agrees to pay to LESSOR, without deduction or setoff, an annual rental for the Premises in the sum of \$150.00 for each year of the Lease Term payable in advance, for the demised premises described in Exhibit "A" attached hereto, payable at the LESSOR's address as shown in paragraph 17 (b) hereof (the "RENT"). The first of said annual installments shall be due and payable on the 1st day of October, 2014 and thereafter on the 1st day of October of each year of the Lease Term.

The facility will be inspected annually. A two week notice will be mailed to TERRITORIAL SQUARES SQUARE DANCE CLUB informing them of the inspection date and time. Lessee agrees to adhere to the City's property maintenance code and will require any residential tenant to adhere to said code.

The Lessee's tenant shall pay \$150.00 per month per occupied month.

3. PURPOSE AND USE:

The premises shall be used for square dancing, square dancing lessons and related incidental purposes, and for no other purpose, except such as shall be from time to time permitted by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, and regulations applicable to the use 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. 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.

In the event an entry gate is installed to limit access to the Premises, the LESSEE shall furnish at its own cost and expense, a padlock to be located upon the entry gate to the Premises, and a key(s) to the LESSOR.

4. REPAIRS AND MAINTENANCE:

LESSEE shall at its own cost and expense keep, maintain and take good care of the Premises and make all necessary repairs thereto and shall suffer no waste or nuisance thereon. At the end of the Lease Term or upon other termination of this Lease, LESSEE shall suffer no waste or nuisance thereon. At the end of the Lease Term or upon other termination of this Lease, LESSEE shall deliver the Premises to LESSOR with all improvements thereon in good repair and conditions, reasonable wear and tear alone excepted.

5. ALTERATIONS:

(a) LESSEE shall not make any alterations, improvements, changes or additions made in or to such Premises without prior written consent of LESSOR.

(b) DISPOSITION OF IMPROVEMENTS: Any alterations, improvements, changes or additions made in or to such Premises shall, upon termination of this Lease, be the sole property of LESSOR, LESSEE waiving any an all rights to compensation therefore, and LESSEE shall have only a leasehold interest therein, subject to the terms hereof.

(c) SCHEDULED REPAIRS AND IMPROVEMENTS: THE LESSEE agrees to make certain repairs and improvements to the Premises at its own cost within five (5) years of the Commencement Date of this Lease as follows:

1. Add more gravel to the parking area;
2. Remove the old trees that have fallen and/or are rotten;
3. The Lessee will provide gravel material and the labor for application of the gravel on the road leading to the facility. The Lessor will provide drainage improvements along the road.

6. INSPECTION:

LESSOR and LESSOR's employees, agents and appointed representatives shall have the right to enter and inspect the Premises at any reasonable time during the LESSOR's business hours (in emergencies, at all times) for the purpose of ascertaining the condition of the Premises. LESSOR and LESSOR's employees, agents and appointed representatives shall have the right to enter the Premises at any reasonable time within sixty (60) days prior to the expiration of this Lease Term or any renewal or extension thereof, and shall have the right to erect on the Premises a suitable sign(s) indicating that the Premises are available for lease.

7. UTILITIES:

LESSEE shall arrange and pay for any and all utilities furnished to the Premises including, but not limited to, water, gas, fuel, telephone, electricity, garbage and sewage.

8. 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.

The Lessee may sublease part of the structure on the premises for residential purposes only, the tenant to act as a grounds and care taker for the property. The Lessee shall obtain consent to this assignment or sublease, inform the Lessor of the subtenant's name, address and phone number and the Lessor shall have the right to do a background check on all tenants of the building.

9. INSURANCE:

- (a) LESSEE shall, at its expense, keep in effect during the term of this Lease the following insurance in standard form policies with an insurance company or companies authorized to do business in Oklahoma:
 - (1) Comprehensive public liability insurance in the amount of at least One Hundred Thousand (\$100,000.00) Dollars for injury to or death to any one person and One Million Dollars (\$1,000,000.00) for any injury to or death to any number of persons in one occurrence upon or in connection with the use of the Premises.
 - (2) Comprehensive property damage insurance covering liability or damage from any occurrence occurring upon or in connection with the use of the Premises to all property in at least the sum of Twenty-Five Thousand (\$25,000.00) Dollars.
- (b) LESSOR's right to pay premiums on behalf of LESSEE. All of the policies of insurance referred to in this section shall be written in a form satisfactory to LESSOR naming the LESSOR and THE GUTHRIE PUBLIC WORKS AUTHORITY as named insured parties, by insurance companies licensed to do business in the State of Oklahoma. LESSEE shall timely pay all the premiums therefore and deliver such policies, or a certificate thereof, to LESSOR, LESSOR shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefore, which premiums shall be repayable to LESSOR with the next installment of rental, and failure to repay the same shall carry with it the same consequences as failure to pay any installment of rental. The LESSEE shall provide to the LESSOR, a certificate of insurance on each succeeding anniversary of the commencement date. Each insurer mentioned in this section shall agree, by endorsement on the policy or

policies issued by it, or by independent instrument furnished to LESSOR, that it will give to LESSOR thirty (30) days written notice before the policy or policies in question shall be altered or cancelled. LESSOR agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by LESSEE. The City Manager of the City of Guthrie may approve the policy of insurance as set forth in this paragraph for the LESSOR.

10. LIABILITY:

LESSOR shall not be liable to LESSEE or LESSEE's members, officers, employees, agents, patrons, invitees, 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 LESSOR, its employees, officials, officers and agents and hold it harmless from any and all loss, cost, demands, expense, suits, actions, judgments, liability or claims, including attorneys' 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 the gross negligence of LESSOR 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.

11. 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 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.

12. QUIET ENJOYMENT:

LESSOR represents and warrants that LESSEE, upon paying the rental herein set forth, shall peaceably and quietly have, hold, and enjoy the Premises for the terms hereof without hindrance or molestation from LESSOR, subject to the terms and provisions of this Lease.

13. EVENTS OF DEFAULT:

The following events shall be deemed to be events of default under this Lease:

- (A) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay for the insurance described in paragraph 9, 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 become insolvent, or shall make transfer in fraud of 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, provision, 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 remain incorporated as an Oklahoma not for profit corporation or fail to perform any and all such acts as are required to remain so incorporated.

14. REMEDIES:

Upon the occurrence of any of such events of default as described in paragraph 13 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, 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 to LESSEE to comply with any provision of this Lease, or if LESSOR is compelled to incur any expense, including reasonable attorneys' 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.

In the event LESSEE fails to pay any installment of rent hereunder as and when such installment is due, to help defray the additional costs of LESSOR for processing such late payments LESSEE shall pay to LESSOR on demand a late charge in an amount equal to five percent (5%) of such installment; and the failure to pay such amount within ten (10) days after demand therefore shall be an event of default hereunder. The provisions for such late charge shall be in addition to all of LESSOR's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting LESSEE's remedies in any manner.

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 of 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.

15. LESSOR'S LIEN:

- (A) In addition to any statutory lien for rent in LESSOR's favor, LESSOR shall have and LESSEE hereby grants to LESSOR a continuing security interest for all rentals and other sums of money becoming due hereunder from LESSEE, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, and other personal property of LESSEE situated on the Premises, and such property shall not be removed therefrom without the written consent of LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR hereunder shall first have been paid and discharged. In the event of a default under this Lease, LESSOR shall have in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation, the right to sell the property described in this paragraph at public or private sale upon five (5) days notice to LESSEE. LESSEE hereby agrees to execute such financing statements and other instruments necessary or desirable, in LESSOR's discretion, to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereof.

- (B) LESSEE may not encumber in any manner its leasehold interest and estate in the demised premises or any improvements placed by LESSEE thereon without the written consent of LESSOR.

16. MECHANIC'S LIENS:

LESSEE shall have no authority, express or implied, to create or place any lien or encumbrance, of any kind or nature whatsoever, upon or in any manner, to bind the interest of LESSOR in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with LESSEE, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold LESSOR harmless from any and all cost, claims, demands, liability, suits, judgments or expenses based on or arising out of asserted claims or liens against the leasehold estate or against the right, title, and interest of the LESSOR in the Premises or under the terms of this Lease.

17. NOTICES:

Each provision of this instrument or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by LESSEE to LESSOR shall be deemed to be complied with, when and if the following steps are taken.

- (A) All rent and other payments required to be made by LESSEE to LESSOR hereunder shall be payable to LESSOR at the address hereinbelow set forth or at such other address as LESSOR may specify from time to time by written notice delivered in accordance herewith.
- (B) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, first class postage prepaid, by certified mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LESSOR:

Mayor and City Council

City of Guthrie, Oklahoma
%City Manager
P.O. Box 908
Guthrie, Oklahoma 73044

LESSEE:

Territorial Squares Square Dance Club
%Andy Turner
5555 West Industrial
Guthrie, Oklahoma 73044

If and when included within the term "LESSOR", as used in this instrument, there are more than one (1) person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to LESSOR; if and when included within the term "LESSEE", as used in this instrument, there are more than one (1) person, firm, or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to LESSEE. All parties included within the terms "LESSOR" and "LESSEE" respectively, shall be bound by notices given in accordance with the provision of this paragraph to the same effect as if each had received such notice.

18. NO WASTE OR DAMAGE:

LESSEE shall not commit any waste upon to 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, Country, State and Federal government. No storage of goods or merchandise shall be permitted except within the leased Premises. LESSOR has right to charge LESSEE (after giving written notice to LESSEE) for any expense LESSOR may incur to enforce the provisions of this paragraph.

19. ABANDONMENT:

LESSEE shall not vacate or abandon the Premises at any time during the Lease Term unless required to do so by duly authorized legal authority.

20. 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 LESSOR, its employees, officials, officers and agents against and from any and all loss, cost, damage, claims, suits, liability, judgments or expenses, 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.

21. TAXES:

- (A) LESSEE agrees to pay, when due, all taxes and assessments levied or assessed, if any, as they become due, promptly and before delinquency.

22. LESSEE'S LIABILITY FOR RENT:

Time is hereby declared to be of the essence in this agreement as to payment of rentals herein provided and to payment of the rental installments when and as the same shall fall due. Time is further declared to be of the essence as to the performance of the conditions herein by the LESSEE and shall be conditions precedent to the right to continue this Lease. Upon the failure of the LESSEE to pay any installments of rent when the same shall become due or to keep and perform any covenants and conditions herein contained, the LESSOR, after fifteen (15) days notice from the date fixed for payment and performance may as its option immediately cancel and terminate this Lease under the provisions and in the manner provided for hereunder.

23. MISCELLANEOUS:

- (A) Words of any gender used in this lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural unless the text otherwise requires.
- (B) The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns, except as otherwise herein expressly provided.

- (C) The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this lease, nor in any way affect the interpretation of this Lease.
- (D) LESSEE agrees, from time to time, within (10) days after required of LESSOR, to deliver to LESSOR, or LESSEE's designee, an estoppel certificate stating that this lease is in full force and effect, the date to which rent has been paid, the unexpired term of this lease and such other matters pertaining to this Lease as may reasonably be requested by LESSOR.
- (E) This Lease may not be altered, changed, or amended except by an instrument in writing signed by both parties hereto.
- (F) There shall be no merger of this Lease, nor of the leasehold estate created by it, with the fee estate in the Premises, by reason of the fact that this Lease, or the leasehold estate created by it, may be held, directly, or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises.
- (G) LESSEE accepts this Lease subject and subordinate to any first mortgage, deed of trust, or other first lien presently existing or hereafter arising upon the Premises and to any renewals, refinancing, and extensions thereof, but LESSEE agrees that any such first mortgage shall have the right at any time to subordinate such mortgage, deed of trust, or other such lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. LESSOR is hereby irrevocably vested with full power and authority to hereby subordinate this Lease to any first mortgage, deed of trust, or other first lien now existing or hereinafter placed upon the Premises and LESSEE agrees, upon demand, to execute such further instruments subordinating this Lease or attorning to the holder of any liens as LESSOR may request. In the event that LESSEE should fail to promptly execute any instrument required herein when so requested, LESSEE hereby irrevocably constitutes LESSOR as its attorney-in-fact to execute any such instrument in LESSEE's name, place, and stead, it being agreed that such power is one coupled with an interest.
- (H) LESSEE shall not mortgage, hypothecate, subordinate, assign, or in any other manner, pledge its interest in this Lease as collateral for any indebtedness, whether in connection with the Premises or otherwise, without the written consent of the LESSOR.
- (I) LESSEE shall execute such attornment agreement to any mortgage of LESSOR as such mortgagee shall reasonably require within fifteen (15) days from such request; provided, however, that such attornment

agreement(s) shall be reasonably satisfactory as to form and content to LESSOR.

- (J) The invalidity, or unenforceability in particular circumstances, of any provision of this Lease shall not extend beyond such provision or circumstance and no other provision hereof shall be affected.
- (K) The laws of the State of Oklahoma shall govern the interpretations, validity, performance, and enforcement of this Lease. If any provision of this should be held to be invalid or unenforceable, the validity an unenforceability of the remaining provisions of this Lease shall not be affected.

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

“LESSOR”

City of Guthrie, Oklahoma

by: _____
Mark Spradlin, Mayor

ATTEST: (Seal)

City Clerk

“LESSEE”

Territorial Squares Square Dance Club,
an Oklahoma not for profit corporation

by: _____

Title: _____

ATTEST: (Seal)

Secretary

EXHIBIT A

A tract of land situated in the Northeast Quarter (NE/4) of Section 9, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma; being more fully described as follows:

Beginning at a Point 33.0 feet West and 664.0 feet South of the Northeast Corner of said Section 9; thence West 600 feet; thence South 300 feet; thence East 600 feet; thence North 300 feet to the Point of Beginning, containing 4.13 acres more or less.



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

October 21, 2014

Contact

W. Don Sweger,
Chief of Police

Agenda Item

Consider approval to donate three (3) Annual Day Use Passes for Liberty Lake and Guthrie Lake during the Chamber Coffee event on October 29th, 2014.

Summary

The Guthrie Police Department is hosting the Chamber Coffee event at the Liberty Lake retail store on October 29th, 2014. Staff intends to provide a total of three (3) Annual Day Use Passes for Liberty Lake and Guthrie Lake to be included in a random drawing of attendees. It is customary that door prizes are provided by the host of the event. The fee for each pass is \$45.

Funding Expected Revenue Expenditure X N/A

Budgeted Yes No X N/A

Account Number Amount

Legal Review X N/A Required Completed Date:

Supporting documents attached

- None

Recommendation

Approve donating three (3) Annual Day Use Passes for Liberty Lake and Guthrie Lake during the Chamber Coffee event on October 29th, 2014.

Action Needed Public Hearing X Motion Emergency Clause



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

October 21, 2014

Contact

W. Don Sweger,
Chief of Police

Agenda Item

Consider approval to waive the Day Use Fee at Liberty Lake on October 25th, 2014 from 5:00 p.m. to 10:00 p.m., allowing Bike-In participants free access.

Summary

The Guthrie Police Department and the Logan County Health Department would like to host the Bike-In event at Liberty Lake on 10/25/2014 from 5:00 p.m. to 10:00 p.m. If approved, the Bike-In event will consist of a bicycle ride through the park and an educational movie to be shown afterward. The Guthrie Police Department is requesting the City Council waive the day use entrance fee for all persons during that time so that attendees can enter the park and participate in the event at no charge. Approx. 60 participants are expected. The Liberty Lake day use pass is \$3.

Funding Expected Revenue Expenditure X N/A

Budgeted Yes No X N/A

Account Number Amount

Legal Review X N/A Required Completed Date:

Supporting documents attached

- None

Recommendation

Approve waiving the Day Use Fee for Liberty Lake on 10/25/2014 from 5:00 p.m. to 10:00 p.m. and allowing the Bike-In event to be held at no cost during that time.

Action Needed Public Hearing X Motion Emergency Clause



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

October 21, 2014

Contact

Eric Harlow,
Fire Chief

Agenda Item

Consider approval to renew three-year agreement with ADPI/Intermedix for EMS billing services.

Summary

Since 2007, the city has maintained an agreement with ADPI/Intermedix to provide all billing services for the fire department's Emergency Medical Services (EMS). The city has enjoyed a smooth agreement with no real issues since that time. The agreement allows for ADPI/Intermedix to retain a percentage of the billing fees collected in exchange for their services. The agreement also provides the tablet computers necessary for our personnel to complete their EMS reports.

This proposed agreement is for a three-year period, starting upon acceptance by both parties. The contract includes a reduced percentage rate from the previous contract and new tablet computers. Currently, ADPI/Intermedix retains 14.25% for their services. This proposal reduces that rate to 11.85%, which allows the city to collect more of what is billed out.

Funding Expected X Revenue Expenditure N/A
Budgeted X Yes No N/A
Account Number Amount
Legal Review N/A X Required Completed Date: 10/15/2014

Supporting documents attached

- ADPI/Intermedix proposed agreement

Recommendation

Approve renewal of three-year agreement with ADPI/Intermedix for EMS billing services.

Action Needed

Public Hearing X Motion Emergency Clause

**AGREEMENT BETWEEN
CITY OF GUTHRIE
AND
ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX
CORPORATION
FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2014 (“Effective Date”) by and between City of Guthrie, an Oklahoma municipality, with principal offices located at 209 East Springer, Guthrie, OK 73044-0908 (“Client”) and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation (formerly known as Intermedix Technologies, Inc. (dba ADPI/Intermedix) with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 (“Intermedix”).

RECITALS

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport (“EMS”), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. ENGAGEMENT OF INTERMEDIX. During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, “Payors”).

2. SCOPE OF SERVICES. Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the Billing Service (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within Intermedix’s capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.

3. ACCESS TO BILLING SYSTEM.

3.01 Right to Use. During the Term of this Agreement, Intermedix grants to Client, access to Intermedix billing system solely to view Client's accounts, run various reports, and access to all data associated with the billing and collection process which is wholly owned by Client ("Billing Service"). During the Term of this Agreement, Intermedix will not in any way transfer to any third party or use in direct or indirect competition with Client any information or data posted by or for the benefit of Client on Intermedix's website and acknowledges that all such information is confidential ("Confidential Information"). Intermedix further acknowledges that its handling of information on behalf of Client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. Intermedix agrees to comply with all of such laws, rules and regulations and restrictions, as is commercially reasonably possible, at its sole cost and expense. This Access to Billing System Section and all obligations contained therein will survive any termination or expiration of this Agreement.

3.02 User Restrictions. Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Billing Service, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the Billing System or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the Billing Service or in any way attempt to discover or reproduce source code for the Billing Service, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the Billing Service. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Billing Service, any other Service or the Documentation.

3.03 Internet Access. Client shall be responsible for providing its own Internet access necessary to provide the Billing Service, and in no event shall Client be provided with direct access (by modem or otherwise) to the Billing Service server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the Billing Services at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to Client for its inability to access the Billing Service.

3.04 Reporting. Operational and financial data reports for Client will be available on the Billing Services when the Billing Service is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to Client. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and Client.

3.05 Acknowledgement with Respect to Reports. With respect to each report generated for Client as part of the Billing Service, Client acknowledges and agrees: (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to

correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client's business. Accordingly, any particular report may not accurately represent the Client's then-current or future financial condition.

3.06 Intellectual Property. Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, Billing Service and other related systems and equipment are the property and trade secrets of Intermedix, and that Client will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at Intermedix's request.

3.07 Audit Rights. From time to time and upon reasonable prior written notice, Intermedix may audit Client's use of the Services to help ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with Intermedix (or its representatives) to provide Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records.

4. CLIENT RESPONSIBILITY.

4.01 Generally. Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the Billing Service. Client will immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the Billing Service or (iv) any loss or theft of a hardware device on which a User has access to the Billing Service (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

4.02 Rights Following Notification. Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Billing Service until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Billing Services, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

4.03 Security. Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Client is responsible for requiring its Users to use a password to access the Billing Services in compliance with the Billing Security Characteristics. The "Billing Security Characteristics" means a password to access the Billing Services, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain the security of the Billing Services, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

5. COMPENSATION AND METHOD OF PAYMENT.

5.01 Fees. Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

(a) Seven and fifty hundreds percent (7.5%) of all monies collected by Intermedix for EMS billing provided by Client less refunds ("Net Collections"), plus

(b) four and thirty-five hundreds percent (4.35%) of all monies collected for use of Intermedix-provided filed data capturing and reporting system consisting of four (4) Pen-based Panasonic Toughbook Tablet Units (CF19-MK-7), Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as "TripTix®"), less refunds ("Net Collections"), plus.

(c) All amounts set forth in any Exhibit, attached hereto.

5.02 Intermedix shall submit the monthly invoices for fees for the Services to _____ **ATTN:** _____, _____. Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix

within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

5.03 Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Client, should it elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program.

5.04 Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding and other taxes and duties. Client shall promptly pay, and indemnify Intermedix against, all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Intermedix's net income.

6. COLLECTION EFFORTS.

6.01 Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments are for at least 80 percent of the amount of the bill; (ii) an insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as Intermedix determines in its sole and complete discretion.

6.02 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least but not limited to one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

6.03 Administrative Fee/Third Party Collection Costs. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts. Client will be directly liable for all fees of third party collection agency.

6.04 Excluded Persons. If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), Intermedix shall not be required to refund to Client any commissions or fees earned or

previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

7. SYSTEM SUPPORT. Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

8. INDEPENDENT CONTRACTORS. Intermedix is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign *in an administrative capacity* for Client the following types of standard forms and correspondence only; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

9. LIMITATION ON LIABILITY. INTERMEDIX'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE BILLING SERVICES, EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CLIENT TO INTERMEDIX PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL INTERMEDIX BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INTERMEDIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

10. INSURANCE. Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000.

11. CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.

11.01 Confidential Information. Each party (the “Discloser”) may disclose to the other party (the “Recipient”) certain non-public information relating to the Discloser’s business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure (“Confidential Information”). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser’s Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

11.02 Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

not disclose Discloser’s Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient’s obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

use the Discloser’s Confidential Information only for the purpose of performing Recipient’s obligations under this Agreement;

use all reasonable care in handling and securing the Discloser’s Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the “BA Agreement”), if applicable.

11.03 Return of Confidential Information. Subject to Intermedix’s internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

11.04 HIPAA Business Associate Exhibit/Changes In HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the “BA Agreement”). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix’s obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings

(both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a “Revised BA Agreement”), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

11.05 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Section 11 may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

12. NON-SOLICITATION. For the Term of this Agreement and for one (1) year after its termination, Client or Intermedix shall not employ or hire any employee or former employees - who, pursuant to this Agreement, has had any contact with employees or representatives of either party or has worked on Client’s accounts, without the prior written consent of Client and Intermedix.

13. ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

Scope of Services (Exhibit A attached hereto and made a part hereof);

Business Associate Agreement (Exhibit B attached hereto and made a part hereof);

Optional Services (Exhibit C attached hereto and made a part hereof); and

TripTix Program (Exhibit D attached hereto and made a part thereto).

14. TERM AND TERMINATION.

14.01 Term. This Agreement shall be effective for an initial three-(3) year period, commencing on the Effective Date unless terminated as provided in Section 14.02 below (the “Initial Term”). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement shall renew for successive, automatically renewable one (1) year periods (“Renewal Terms”; collectively, the Initial Term together with any Renewal Terms are the “Term”), unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.02 below. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

14.02 Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

a. Termination without Cause. Following the period one (1) year from the Effective Date of this Agreement, either Client or Intermedix may terminate this Agreement without cause upon six (6) months prior written notice to the other party.

b. Termination with Cause. If Intermedix materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

c. If Client materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

d. Termination Due to Bankruptcy. If Client or Intermedix: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

14.03 Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, Intermedix shall be entitled to recover when due and payable hereunder, all amounts owed to Intermedix hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days (the "Transition Period"), Intermedix, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedix prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Section 5 above. At the end of the Transition Period, Intermedix shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedix in its sole discretion; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

15. FORCE MAJEURE. Except for Client's obligation to pay, when due, the fees and compensation owed to Intermedix pursuant to the terms and conditions of this Agreement, neither Client nor Intermedix shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws.

17. GENERAL WARRANTIES AND DISCLAIMERS.

17.01 Corporate Authority. Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

17.02 Disclaimer. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

18. EXPORT LAWS. Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

19. ASSIGNMENT OF AGREEMENT. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Intermedix may, upon notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of Intermedix. Intermedix may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedix.

20. NOTICES. Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To Client: City of Guthrie
209 East Springer
Guthrie, OK 73044-0908
Attn: _____

To Intermedix: Brad Williams
CAO & VP
Intermedix Corporation
6451 North Federal Highway, Suite 1000
Fort Lauderdale, Florida 33308

21. SEVERABILITY. If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

22. ENTIRE AGREEMENT. This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

23. AMENDMENT/WAIVER. This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

24. ATTORNEYS FEES. Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

25. CONSTRUCTION OF AGREEMENT. This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The

headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

26. NO THIRD PARTY BENEFICIARIES. Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

27. COUNTERPARTS. The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

ADVANCED DATA PROCESSING, INC., a subsidiary of INTERMEDIX CORPORATION, a DELAWARE CORPORATION	CITY OF GUTHRIE, AN OKLAHOMA MUNICIPALITY
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By: _____
Name: Doug Shamon
Title: President

By: _____
Name:
Title:

Exhibit A
Scope of Services

Base Services and Obligations:

- A.** Intermedix shall provide revenue cycle management services for Client as described below. Intermedix shall, during the Term:
1. Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
 2. Assist Client in identifying necessary documentation in order to process and bill the accounts.
 3. Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.
 4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.
 5. Respond to and follow up with Payors and respond to messages or inquiries from a Payor.
 6. Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.
 7. Maintain records of services performed and financial transactions.
 8. Meet, as needed, with representatives of Client to discuss results, problems and recommendations.
 9. Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
 10. Intermedix will support the provider in filing and maintaining required documentation and agreements with commonly-used Payors (e.g. Medicare, Medicaid, Champus, etc.). The Provider will maintain responsibility for enrollment, required documentation, and agreements with Out of State Payers, such as Out of State Medicaid programs, and other payors not commonly billed
 11. Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.
13. Provide a designated liaison for Client, patient and other Payor concerns.
14. Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.
15. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.
16. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
17. Respond to any Client, Payor or patient inquiry or questions promptly.
18. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.
19. Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.
20. Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.
21. Process refund requests and provide Client with documentation substantiating each refund requested.
22. Assign billing to patient account numbers providing cross-reference to Client's assigned transport numbers.
23. Maintain responsibility for obtaining missing or incomplete insurance information.
24. Provide accurate coding of medical claims based on information provided by Client.
25. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

26. Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after twelve (12) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client.

27. Permit real-time read only electronic look-up access by Client to Intermedix's Billing Service to obtain patient data and billing information.

28. Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.

29. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

B. *Client's Responsibilities and Obligations:*

1. From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:

- (i) the Patient's full name and date of birth;
- (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
- (iii) the Patient's social security number;
- (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
- (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
- (vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;
- (vii) the Patient's Medicare or Medicaid HIC numbers if applicable;
- (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;
- (ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;

(x) odometer readings or actual loaded miles flown such that loaded miles may be calculated;

(xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and

(xii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

2. Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy. Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to Intermedix that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws., including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

3. Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on Client's behalf.

4. Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

5. Client will timely process refunds identified by Intermedix for account overpayments and provide to Intermedix confirmation, including copies of checks and other materials sent.

6. Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

7. Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

8. Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

9. Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or

otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

10. Client agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

11. Client agrees to notify Intermedix in the event that their Electronic Patient Care Reporting (ePCR) vendor performs any system upgrades. Notification may be made in writing to support@Intermedix.com.

Exhibit B
Business Associate Agreement

This Business Associate Agreement (“BA Agreement”), previously executed between the parties as of April 14, 2014, attached herewith, supplements and is made part of this Agreement.

Exhibit C Optional Services

Intermedix will provide the following specific optional services by mutual written agreement between Intermedix and Client:

1. Provide HIPAA-compliant Notice of Privacy Practices to transported, billed patients as an insert into the initial billing notice mailed to these patients.

2. If Client has purchased TripTix® product pursuant to the terms and conditions of the Addendum to this Agreement, Intermedix shall provide TripTix® based reporting extract of data required by state or local regulatory authorities connectivity/interface in a format reasonably required by the such authorities.

Exhibit D
(TripTix® Program)

This Exhibit D, effective as of the Effective Date of the Agreement, hereby sets forth terms and conditions that apply only to the Product and Product Units listed in this Exhibit D. In regards to the Product, to the extent the terms and conditions of the Agreement are in conflict with this Exhibit D, the terms of this Exhibit D shall control. Where not different or in conflict with the terms, conditions and definitions of this Exhibit D, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Exhibit D as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Intermedix has developed the TripTix® solution or product running on personal tablet devices to enter medical records and data into and interact with its main billing and medical records system or Billing Service (“Product” as more particularly defined herein) that Intermedix is willing to make available to Client to use during the Term of the Agreement, as well as subject to the terms and conditions set forth herein; and

WHEREAS, Client has expressed a desire to obtain a right to use the Product; and

WHEREAS, Client acknowledges that, in connection with the provision of the Product and the Product Unit, Intermedix is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For purposes of this Exhibit D, the following definitions shall apply:

(a) “Addendum Effective Date” shall mean the date on which the last party to this Addendum executed it.

“Intellectual Property” shall mean all of Intermedix’s rights in and to the Product and Product Unit, including, without limitation, Intermedix’s copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and “know how” and any other proprietary information developed by Intermedix relevant to the Product and/or Product Unit, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registerable.

“Product” shall mean, collectively, each TripTix® Product Unit (a tablet PC, personal digital assistant or similar device), the Software, a third party wireless card in the name of Intermedix and any Third-Party Intellectual Property Rights, as applicable.

“Product Unit” shall mean a single data collection device delivered pursuant to the terms and conditions of this Exhibit D containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than Intermedix.

“Software” means the copies of Intermedix’s software programs as are contained in the Product, including any documentation included therewith. Intermedix may, at its sole discretion, provide corrections and modifications to the Software from time to time.

“Third-Party Interface Devices” shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

“Third-Party Intellectual Property Rights” shall mean the Intellectual Property rights of any third-party used in connection with the Product.

“Third-Party Intellectual Property Royalty Payments” shall mean the payments to be made directly by Client or, indirectly, on Client’s behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights or use of any Third-Party Interface Devices.

(xiii) “Users” shall mean: (i) any employees of Client and (ii) any medical professional who is authorized to perform medical services for Client in the area in which Client operates its emergency medical services as of the Addendum Effective Date.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the Agreement. The compensation due and owing Intermedix by Client shall be increased as described in Section 4.01 of this Exhibit D during the Term. Additionally, in the event that Client terminates this Exhibit D during the period eighteen (18) months following the Agreement Effective Date, it shall pay an early termination fee as set out on Schedule 2.01 hereto.

2.02 Product Fees. In addition to the payments required pursuant to the provisions of Section 5 (Compensation and Method of Payment) of the Agreement, Client shall make the following payments: (i) all Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.02 hereto.

2.03 Additional Services. The additional Services shall be provided to Client at no additional charge, as long as the Agreement is in effect, as set out on Schedule 2.03 hereto. Should the contractual relationship between the parties change, then terms and conditions of the Agreement and Product pricing shall be negotiated between the parties in good faith.

ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS

3.01 Right to Use. Commencing on the Effective Date and subject to the terms and conditions of this Exhibit D, Intermedix grants Client and its Users a non-exclusive, non-transferable right to use the Product during the Term. This right to use the Product during the Term does not constitute a sale of the Product or any portion or piece thereof.

3.02 Delivery and Acceptance. Intermedix will deliver to Client, the Product at mutually agreeable times, after or simultaneously with the Effective Date.

3.03 No Other Rights. Client's rights in the Product will be limited to those expressly granted in this Article III. All changes, modifications or improvements made or developed with regard to the Product by Intermedix, whether or not made or developed at Client's request, shall be and remain the property of Intermedix. Intermedix reserves all Intellectual Property rights and any other rights in and to the Product not expressly granted to Client hereunder.

3.04 Restrictions. Client acknowledges that Intermedix and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of Intermedix. Client shall not be an owner of, or have any interest in the Product but rather, such Client only has a right to use the Product pursuant to this Addendum. Neither Client nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sub-license, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product, or permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given Client by Intermedix and shall be a material breach of this Addendum.

3.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to Client, Intermedix will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by Intermedix for testing and development shall be supplied by Client at its expense to Intermedix promptly upon request by Intermedix to Client.

ARTICLE IV. PRODUCT UNITS

4.01 Generally. Client and Intermedix understand and agree that Intermedix shall make available one or more Product Units. Client understands and acknowledges that any of the aforementioned Product Units provided by Intermedix will be subject to the additional fee described in Section 2.02 of this Exhibit D. Also, in connection with the potential provision of such Product Units, Client agrees:

4.02 Client will be responsible for any loss or damage to such Product Units. Client agrees to pay: (i) the cost of repairs in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the replacement cost of the Product Unit. Client is responsible for repair or replacement costs not covered by extended warranty provided by Intermedix. Client agrees that Client may obtain

insurance for such devices provided that Intermedix is named as a beneficiary under such insurance. Intermedix will use commercially reasonable efforts to provide Client with a replacement Product Unit within one (1) business day following the business day on which the request is made.

(a) Client agrees that it shall immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix of any loss or theft of a Product Unit (a "Product Unit Loss Event"). Upon Intermedix's receipt of notification given by the Client of a Product Unit Loss Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Product and the Product Unit until such time as the Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product, (ii) any other intellectual property rights of Intermedix or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that any Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, Client shall comply with all applicable requirements under such laws, including any applicable HIPAA Notification requirements triggered by the Product Unit Loss Event. To the extent that a Product Unit Loss Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, Health & Human Services, and/or prominent media outlets, as applicable). Client acknowledges that they are responsible for configuring the Product Unit security password configuration (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

(b) Client may be required to enter into additional agreements with the makers of third-party devices(monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the Product Unit. Client understands and agrees that Intermedix will not be able to provide Product Units unless and until agreements are entered into with the third-party manufacturers of such third party devices. Client understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of Intermedix under this Exhibit D or any other arrangement between Client and Intermedix. Client further understands and agrees that the failure to enter into such agreements with these third parties may hinder Client's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

4.03 Client may be required to obtain new or different medical or other equipment capable of communicating with the Product Unit. Client understands and agrees that

such new or different medical or other equipment must be obtained at Client's sole cost and expense.

4.04 Client may request Intermedix to support additional medical or other devices. Client understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. Client further understands and agrees that Intermedix has no obligation to undertake the development of interfaces with additional medical or other devices.

4.05 Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, and against any claim, suit, fine, or damages, including loss of profits, reasonable attorneys' fees, or interest, or any incidental, indirect, special, or consequential damages incurred as a result of any loss or damage to a Product Unit, the failure to utilize and require that its Users utilize one or more Product Unit Security Configurations which comply with the Billing Security Characteristics, or an actual or alleged violation of local, state or federal laws, including, but not limited to, laws applicable to Medicare, Medicaid, HIPAA, the HITECH Act, or any other public or private Payor or enforcement agency.

ARTICLE V. TERM AND TERMINATION

5.01 Generally. The term of this Exhibit D shall begin on the Effective Date and shall continue the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below.

5.02 Termination. Notwithstanding any other language herein or in the Agreement, a termination of this Exhibit D shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Exhibit D.

5.03 Termination of Exhibit D.

(a) If Intermedix, at any time, materially fails to perform any obligation required under this Exhibit D, or breaches any material term or condition of this Exhibit D, and such material default or breach, being curable, continues uncured for thirty (30) calendar days after written notice from Client to Intermedix specifying the nature and extent of the failure to materially perform such obligation, Client shall have the right to terminate this Exhibit D upon the expiration of said thirty (30) calendar day period, without any obligation to pay any early termination payment outlined in Schedule 2.01.

(b) If Client, at any time, fails to materially perform any obligation required under this Exhibit D, or breaches any material term or condition of this Exhibit D, and such material default or breach, being curable, continues uncured for thirty (30) calendar days after written notice from Intermedix to Client specifying the nature and extent of the failure to materially perform such obligation, Intermedix shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, and any early termination payment required by Client outlined in Schedule 2.01 shall be immediately due and payable to Intermedix.

(c) Termination without Cause. Client may terminate this Exhibit D (but not the Agreement) at any time without cause by providing thirty (30) calendar days prior written notice to Intermedix, and making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to each Product Unit delivered pursuant to this Exhibit D, which shall be immediately due and payable as of the date of such written notice of termination. As of the effective date of such termination, Client shall return all Product Units to Intermedix and shall have no further right to access the Product provided hereunder.

(d) Intermedix may terminate this Exhibit D at any time without cause upon six (6) months prior written notice to Client.

(e) Obligations Following Termination. Any termination of this Exhibit D shall not release Client or Intermedix from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Exhibit D, Intermedix shall remain the sole owner of the Product and all Intellectual Property and goodwill associated therewith, and Client shall assert no rights thereto. Upon termination of this Exhibit D for any reason, Client shall immediately discontinue use of the Product, and within ten (10) calendar days, return each of the Product Units and certify in writing to Intermedix that all copies, extracts or derivatives of any item comprising the Product, in whole or in part, in any form, have either been delivered to Intermedix or destroyed in accordance with Intermedix's instructions. All payments made by Client to Intermedix hereunder are non-refundable.

ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:

6.01 Product Warranty. Intermedix warrants that each Product Unit delivered to Client will be free from material defects when delivered.

6.02 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties. Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). Client agrees that Intermedix shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by Client in reliance upon such information or the Product. Client further agrees that Intermedix shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at Client's sole risk, cost and expense.

6.03 Disclaimer. Intermedix and its third party suppliers do not warrant that any Product will meet Client's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected, or that the data and/or reports generated by the Product will be accurate in the event that any third party information providers have provided inaccurate information. **THE WARRANTIES EXPRESSLY PROVIDED IN THIS EXHIBIT D AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE**

HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

6.04 Exclusive Remedy. For any breach of the warranties set forth in Section 6.01, Intermedix, shall, following written notice thereof by Client, use diligence efforts, at Intermedix's sole expense, promptly to repair or replace the nonconforming Product or Product Unit. This is Intermedix's sole and exclusive liability, and Client's sole and exclusive remedy, for the breach of the above warranties. Intermedix shall have no obligation to replace any defective Product Unit which is not returned to Intermedix immediately following delivery or which has failed because of accident, abuse or misapplication.

Schedule 2.01
Early Termination Fee

The Initial Term Early Termination Payments with respect to each Product Unit are as follows:

Period	Amount
(1) For an Early Termination during the first twelve (12) months from the beginning of the Term:	\$5.005.00 per Product Unit.
(2) For an Early Termination during the remainder of the Term:	\$0.00

Schedule 2.02
Third-Party Intellectual Property Royalty Payments

In addition to the other compensation required under this Exhibit D, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between Client and the manufacturer of Client's defibrillating equipment when the manufacturer has cleared the Product Unit for direct interface between their equipment and Intermedix provided data devices.

Schedule 2.03

Additional Services

(1) Client has purchased TripTix product pursuant to the terms and conditions of this Addendum C and Intermedix shall provide TripTix based reporting extract of data required by state or local regulatory authorities' connectivity/interface in a format reasonably required by such authorities.

(2) Provide training to Client for use of TripTix ePCR product meeting minimum requirements for the TripTix implementation of; (i) three (3) calendar days of on-site training using the Train-the-Trainer format, and; (ii) followed by two to three (2-3) WebEx sessions for the purpose of Administrative training and potentially one (1) additional TripTix training.

(3) Provide an interface to Client's Computer-Aided Dispatch ("CAD") system for the purpose of supplying to the TripTix software dispatch information in a format suitable as prescribed by Intermedix. Client agrees to pay any charges for this purpose as required by its CAD vendor and that Intermedix is not responsible for such charges, nor is Intermedix responsible for any lack of cooperation by the Client's CAD vendor in attempting to develop such interface for client. Should Client change CAD Vendor or substantially change CAD software version after initial implementation, Client shall be responsible for costs to implement the new CAD interface.



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

October 21, 2014

Contact

Eric Harlow,
Fire Chief

Agenda Item

Consider approval to declare 2009 Ford F-350/Frazer, Ltd. ambulance (Unit #97) as surplus and trade-in to Osage Industries for credit towards new ambulance purchase.

Summary

The fire department is requesting to trade-in our 2009 Ford F-350/Frazer, Ltd. ambulance (Unit #97) to Osage Industries for \$9,000.00 credit towards the purchase of a new ambulance. This unit has experienced frequent engine issues throughout its life with the city. It currently has approximately 130,000 miles and is well out of warranty coverage. It is also the only 1-ton ambulance we currently have. All of our other units are 1 1/2 ton, allowing for a larger frame, suspension, brakes and weight capacity. The rough roads in our county have taken a toll on this unit and its condition is such that we are proposing to dispose of the unit "as-is" via trade-in, with the credit going towards the purchase of a new unit.

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

Supporting documents attached

- None

Recommendation

Approve to declare 2009 Ford F-350/Frazer, Ltd. ambulance (Unit #97) as surplus and trade-in to Osage Industries for credit towards new ambulance purchase.

Action Needed Public Hearing X Motion Emergency Clause



Agenda Item Cover Letter

<p>Meeting</p> <p><input checked="" type="checkbox"/> City Council</p> <p><input type="checkbox"/> GPWA</p> <p><input type="checkbox"/> Other: _____</p>	<p>Date of Meeting</p> <p>October 21, 2014</p>	<p>Contact</p> <p>Eric Harlow, Fire Chief</p>
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Agenda Item

Consider approval to purchase 2015 Ram 4500 4x4, Type I ambulance from Osage Industries utilizing HGAC contract pricing.

Summary

The Logan County Emergency Medical Services (EMS) Board typically assists in the purchase of capital equipment items for the fire department’s EMS by reimbursing the city for said purchases. The fire department is proposing to purchase a new ambulance, trading in the 2009 ambulance for credit towards the new unit. Due to the roads in the areas our EMS district covers, our ambulances need to be 4-wheel drive and of heavy duty construction. This will increase the life of the vehicle while potentially decreasing both response time and maintenance costs.

The fire department is proposing to purchase a 2015 Ram 4x4, Type I ambulance from Osage Industries of Linn, MO, based on Houston-Galveston Area Council of Governments (HGAC) contract pricing. Our 2013 ambulance was purchased from Osage Industries and the new unit would be a virtual twin to the 2013 model, with a few small changes recommended by fire department staff.

Osage was selected based on prior purchase history, serviceability, and parts availability. There is an Osage warranty service center in Midwest City, OK, making maintenance down-time and trips, if needed, much easier for our staff. Ease of training our staff on similar units is another factor in our decision to purchase from Osage. Having identical units makes it much easier for personnel to transition from one unit to another.

The proposal from Osage includes a Stryker battery-powered stretcher with the unit. This will allow our department to make one of our current stretchers a reserve unit. We currently do not have a reserve stretcher in our fleet. This requires us to take an ambulance completely out of service if a stretcher requires repair.

This purchase has been approved by the Logan County EMS Board in their September 10, 2014 meeting.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	_____	Amount	\$175,725.00
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- Osage Industries proposal

Recommendation

Approve purchase of 2015 Ram 4500 4x4, Type I ambulance from Osage Industries utilizing HGAC contract pricing including trade-in of 2009 Ford F350 ambulance.

Action Needed Public Hearing Motion Emergency Clause



194 County Road 302, P.O. Box 718, Linn, Missouri 65051
Phone 573-897-3634, Toll Free 800-822-3634
Fax 573-897-3113

October 13, 2014

2015 Ambulance Proposal for Guthrie Fire

2015 Ram 4500 168" 4X4
Osage 156" aluminum body, 72" headroom
Liquid Spring Suspension
Whelen M9 warning light package (same as previous ambulance)
LED scene lights
M6 stop/turn/reverse
Whelen 295HFSC9 dual tone siren
Hadley air horns
LED running board lights
LED exterior compartment lights
Radios install at Osage factory
Super chief siren
Vanner inverter and Iota battery charger
Two auto eject shoreline receptacles
Antenna pre wire
Radio speakers in patient area
Danhardt 110V A/C
Color reverse camera
Digital clock
Stryker cot mount
Two Ferno portable O2 brackets
Lon Plate II flooring..Gunpowder
EMT seat with child seat
Cab console between seats
Ceiling HVAC with booster fan
A bar with sharps and trash at head of SQB
Flip up rear bumper
Black nerf bars on cab
Black rubber rub rails and fenderettes
Buckstop bumper with chevrons
Full height corner guards on exterior
Black wheels with chrome center caps

Exterior compartments same as previous

Paint and lettering same as previous

MEPS 6.3kW generator

Stryker cot Power pro XT 6506

Total cost to Guthrie Fire.....\$184, 725.00

Less 2009 F-350 trade-in.....<\$9,000.00>

Net due upon delivery.....\$175, 725.00

We will be using the HGAC contract as we did previously.
No down payment required.



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

October 21, 2014

Contact

Cody Mosley,
Economic Development
Director

Agenda Item

Consider approval of the agreement with Neighborhood Solutions to manage the Community Garden at Mineral Wells Park.

Summary

God’s Food Bank submitted a termination letter for their agreement to manage the Community Vegetable Garden located at Mineral Wells Park in accordance to the agreement. Attached is the proposed agreement between the City of Guthrie and Neighborhood Solutions for the operation, and maintenance of the Community Garden. The City will provide land at Mineral Wells Park to Neighborhood Solutions at no charge. Neighborhood Solutions will be responsible for all aspects of operating, and maintaining the area. The City will be responsible for utilities associated with the used of community gardening.

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

Supporting documents attached

- Original Community Garden Agreement with God’s Food Bank
- Community Garden Agreement with Neighborhood Solutions

Recommendation

Approve the agreement allowing Neighborhood Solutions to operate and maintain the Community Garden at Mineral Wells Park.

Action Needed Public Hearing Motion Emergency Clause

Agreement Between The City of Guthrie and God's Food Bank, Inc.
For the Development, Operation and Maintenance of Community Gardens

This agreement dated November 1, 2011 is by and between the City of Guthrie, a municipal corporation ("City"), and God's Food Bank, Inc. ("GFB"), a Logan County, Not-for-Profit, organization.

Whereas, the City desires to develop a plan that plays a significant role in guiding the growth of the community; and

Whereas, the City acknowledges the need to take advantage of the City's unique attributes and lakes, creating a quality of life than can make Guthrie a place of choice in the Oklahoma City Metropolitan area; and

Whereas, the City's vision is to be a vibrant thriving city which enhances the quality of life for each citizen; and

Whereas, GFB strives to feed the hungry in Logan County; and

Whereas, GFB wishes to provide a not-for-profit community garden which is not otherwise offered to City residents or duplicated by the City;

Whereas, the God's Food Bank Community Garden (GFBCG) is a program under GFB and follows the same 501-C-3 guidelines as GFB ; and

Whereas, GFBCG wishes to use a portion of Mineral Wells Park for the purpose of providing a community garden.

Now therefore, in accordance with the City's Comprehensive Plan, the City of Guthrie and GFB enter into this agreement:

1. Obligations of City

City shall provide GFBCG exclusive use of an area of land located on the south side of Mineral Wells Park for the purpose of community gardening at no charge. The approximate location is shown on Attachment "A." The exact dimension will be determined jointly by representatives of the Guthrie Parks Board and God's Food Bank, and approved by the Guthrie City Manager.

"Community gardening" shall be defined as:

"The group activity of growing and harvesting legal plants and produce, using organic gardening practices at designated locations in Guthrie intending to provide opportunities for: learning about various aspects of the natural world including organic food production and research; sharing a love of growing plants and caring for the environment; beautifying the community; meeting socially and sharing common gardening interests; teaching through hands-on gardening activities and workshops; and

providing gardening plots for residents who may not have space to garden on their personal property or knowledge or organic gardening practices.”

City shall provide GFBCG free use of space in the park for meetings and education purposes related to community gardening. The location of said meetings shall be at the sole discretion of the City subject to availability.

City shall provide water for the community garden only at no charge to GFBCG.

City shall review and approve design and construction plans and modifications to plans for community gardening prior to construction.

City shall review and approve all GFBCG community gardening by-laws, policy manuals, rules, regulations, processes and procedures used in connection with assignment of gardening plots and operation and maintenance of the community garden.

City shall pay all electric bills associated with the use of utilities by GFBCG for community gardening.

2. Obligations of God’s Food Bank –Community Garden

GFBCG shall be responsible for all aspects of designing, building, operations and maintaining the community garden with the exception of those mentioned in City’s obligations.

GFBCG shall provide a designated parking area for the community garden to include two designated parking spaces which comply with the Americans with Disability Act.

GFBCG shall provide a fence around the designated community garden area at no charge to the City and include an ADA accessible gate closest to ADA designated parking and a gate on the opposite side. The fence shall have the appropriate breakaway panels to conform to FEMA requirements. The timing for the fence installation shall be determined jointly by representatives of the Guthrie Parks Board and God’s Food Bank, and approved by the Guthrie City Manager.

GFBCG shall provide an ADA accessible sidewalk leading to the two (2) ADA accessible raised beds.

GFBCG shall not demolish any structure, grade facilities, or construct any amenity without first having obtained approval of the City in writing.

GFBCG shall maintain the approved location for the express purpose of community gardening.

GFBCG shall assign primary responsibility for community garden plots for those residents of Logan County only.

GFBCG shall assign approximately 50% of garden plots for use by the GFB for purposes of providing additional food to GFB clients.

GFBCG shall not perform community garden services for profit.

GFBCG shall provide City one copy of by-laws, policy manuals, rules, regulations, processes, and procedures it uses in connection with the assignment of garden plots and operation and maintenance of the community garden.

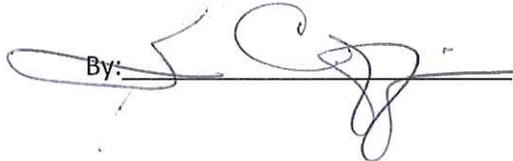
Either party may terminate this agreement on thirty (30) days written notice to the other party. This agreement may not be assigned without written approval of the City.

Executed this 1st day of November, 2011.

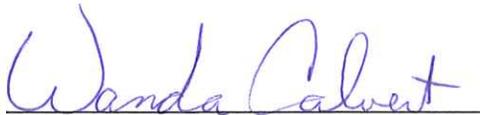
CITY OF GUTHRIE

By: 
Chuck Burtcher, Mayor

GOD'S FOOD BANK, INC.

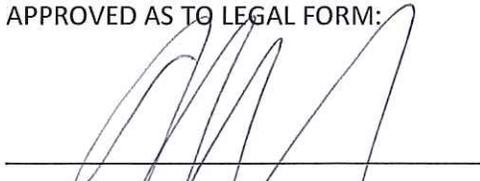
By: 

ATTEST: (seal)



Wanda Calvert, City Clerk

APPROVED AS TO LEGAL FORM:


Randel Shadid, City Attorney

3D Warehouse Building Maker

3D Warehouse Building Maker

323 W Cleveland Ave, Guthrie, OK 73944, USA

Google building maker

Reposition the placemark by dragging it to the building you want to model. Select an image to start modeling.

Search

Qv-astechup

Johnnabussat@cox.net | English | My Watchtower | How I Sign Out



- X-X FENCING
- GARDEN PLOTS (12')
- VINES (ON FENCE)
- EDIBLE HOME LANDSCAPING DEMO.
- ORCHARD
- BERMS
- BERRIES
- REST AREA
- ROAD PARKING
- SWALE / DRY CREEK

Agreement Between The City of Guthrie and Neighborhood Solutions.

For the Development, Operation and Maintenance of Community Gardens

This agreement dated October 21st, 2014 is by and between the City of Guthrie, a municipal corporation ("City"), and Neighborhood Solutions, a Logan County, Not-for-Profit, organization.

Whereas, the City desires to develop a plan that plays a significant role in guiding the growth of the community; and

Whereas, the City acknowledges the need to take advantage of the City's unique attributes and bodies of water, creating a quality of life than can make Guthrie a place of choice in the Oklahoma City Metropolitan area; and

Whereas, the City's vision is to be a vibrant, thriving city which enhances the quality of life for each citizen; and

Whereas, the 2015 Strategic Goals established by the City Council include to "Create and sustain a diversity of recreational, educational and cultural opportunities that enrich the lives of our citizens and visitors."; and

Whereas, an objective within the 2015 Strategic Goals established by the City Council include to "Continue providing support to Neighborhood Solutions."; and

Whereas, Neighborhood Solutions wishes to provide a not-for-profit community garden which is not otherwise offered to City residents or duplicated by the City;

Whereas, Neighborhood Solutions wishes to use a portion of Mineral Wells Park for the purpose of providing a community garden.

Now therefore, in accordance with the City's Comprehensive Plan, the City of Guthrie and Neighborhood Solutions enter into this agreement:

1. Obligations of City

City shall provide Neighborhood Solutions exclusive use of an area of land located on the south side of Mineral Wells Park for the purpose of community gardening at no charge. The approximate location is shown on Attachment "A."

"Community gardening" shall be defined as:

"The group activity of growing and harvesting legal plants and produce, using organic gardening practices at designated locations in Guthrie intending to provide opportunities for: learning about various aspects of the natural world including organic food production and research; sharing a love of growing plants and caring for the environment; beautifying the community; meeting socially and sharing common gardening interests; teaching through hands-on gardening activities and workshops; and

providing gardening plots for residents who may not have space to garden on their personal property or knowledge or organic gardening practices.”

City shall provide Neighborhood Solutions use of space, at no charge, in the park for meetings and education purposes related to community gardening.

City shall provide water, at no charge, for the community garden Neighborhood Solutions.

City shall review and approve *design and/or modifications* to the current community garden

City shall pay all electric bills associated with the use of utilities by Neighborhood Solutions for community gardening.

2. Obligations of Neighborhood Solutions –Community Garden

Neighborhood Solutions shall be responsible for all aspects of designing, building, operations and maintaining the community garden with the exception of those mentioned in City’s obligations.

Neighborhood Solutions shall provide a designated parking area for the community garden to include two designated parking spaces which comply with the Americans with Disability Act.

Neighborhood Solutions shall provide a fence around the designated community garden area at no charge to the City and include an ADA accessible gate closest to ADA designated parking and a gate on the opposite side. The fence shall have the appropriate breakaway panels to conform to FEMA requirements. The timing for the fence installation shall be determined jointly by representatives of the Guthrie Parks Board, Neighborhood Solutions, and approved by the City Manager.

Neighborhood Solutions shall provide an ADA accessible sidewalk leading to the two (2) ADA accessible raised beds.

Neighborhood Solutions shall not demolish any structure, grade facilities, or construct any amenity without first having obtained approval of the City in writing.

Neighborhood Solutions shall maintain the approved location for the express purpose of community gardening.

Neighborhood Solutions shall assign primary responsibility for community garden plots for those residents of Logan County only.

Neighborhood Solutions shall not perform community garden services for profit.

Neighborhood Solutions shall provide City one copy of by-laws, policy manuals, rules, regulations, processes, and procedures it uses in connection with the assignment of garden plots and operation and maintenance of the community garden.

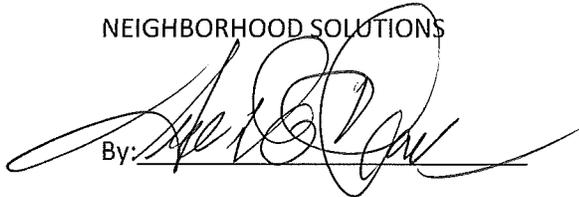
Either party may terminate this agreement on thirty (30) days written notice to the other party. This agreement may not be assigned without written approval of the City.

Executed this 21st day of October 2014

CITY OF GUTHRIE

By: _____
Mark Spradlin, Mayor

NEIGHBORHOOD SOLUTIONS

By:  _____

ATTEST: (seal)

Kim Biggs, City Clerk

APPROVED AS TO LEGAL FORM:

Randel Shadid, City Attorney



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

October 21, 2014

Contact

Cody Mosley,
 Economic Development
 Director

Agenda Item

Discussion and possible action on Resolution No. 2014-07 nominating seven residents or business owners as members to fill open positions on the Guthrie Convention & Visitor Bureau.

Summary

On October 7, 2014 the Guthrie City Council voted unanimously on Ordinance No. 3263 allowing the City to establish a Convention and Visitor Bureau and;

- Board will consist of 7 voting members, appointed by City Council
- Additionally, 2 Council Members may serve as ex officio

City Staff, a non- voting member, will manage the board and applicable contracts to provide tourism services. Staff will have financial data available as the Convention and Visitor Bureau will be subject to all fiscal policies of the City.

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

Supporting documents attached

- Ordinance No. 3263
- Names and/or applications of persons interested in serving on the Convention and Visitor Board

Recommendation

N/A

Action Needed _____ Public Hearing Motion _____ Emergency Clause

ORDINANCE NO. 3263

AN ORDINANCE CREATING ARTICLE TEN TO CHAPTER SEVEN TO THE GUTHRIE CODE OF ORDINANCES ESTABLISHING A GUTHRIE CONVENTION AND VISITOR BUREAU AND THE GUTHRIE CONVENTION AND VISITOR BOARD, AND SETTING FORTH THE PURPOSE, REQUIRMENTS FOR TERM OF OFFICE, POWERS, AND DUTIES OF THE MEMBERS; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA:

SECTION 1. A new Article 10 to Chapter 7 of the Guthrie Code of Ordinances is hereby adopted as follows:

**ARTICLE X
Convention and Visitor Bureau**

§ 7-176 Creation of Guthrie Convention and Visitor Bureau.

There is hereby established the Guthrie Convention and Visitor Bureau as the title under which a contract service provider may be allowed to conduct convention, tourism and visitor development services.

§ 7-177 Purpose.

The primary purpose of the Guthrie Convention and Visitor Bureau is to promote general interest in and for the City of Guthrie; to improve conditions of all types of businesses in and around Guthrie, by increasing visitors and tourism in Guthrie; to promote Guthrie as a meeting place, athletic venue and overnight visitor destination.

§ 7-178 Contract.

The City or the Guthrie Convention and Visitor Bureau may contract with any entity or entities to provide convention, tourism and visitor development services. The City or the Guthrie Convention and Visitor Bureau may enter into one or more such contracts as determined to be needed by the Convention and Visitor Bureau and/or the City Council. The contractor may be designated to operate on the behalf of the City of Guthrie as the Guthrie Convention and Visitor Bureau.

§ 7-179 Convention and Visitor Board.

There is further established a Convention and Visitor Board (CVB) consisting of seven (7) members. These seven members shall be determined by the City Council. Each ward shall

nominate one Guthrie resident or business owner to set on the board, with an additional four at large members. The Mayor and City Council shall appoint two exofficio non-voting City Council Members to serve on the CVB. The CVB as a whole will select the Board Chairperson and Vice Chairperson each year.

§ 7-180 Term of office.

- A. The term of office for the seven Council appointed members of the Convention and Visitor Bureau shall be three-year overlapping terms. The membership shall consist of seven members appointed by the Guthrie City Council as described in Section 7-179 above. The terms of the seven members shall be as follows: The term of three (3) members shall be for a term ending the 30th day of September 2015; the term of three (3) members shall be for a term ending the 30th day of September 2016; and one (1) members shall be for a term ending the 30th day of September 2017. Upon the expiration of the terms of the members, successors shall be appointed for three-year terms. Members may be removed with or without cause by the Mayor and City Council.
- B. If any member shall be absent from more than ½ of all the meetings of the Convention and Visitor Bureau meetings held within four consecutive calendar months, he shall thereupon cease to hold office.

§ 7-181 Quorum.

Four members of the Convention and Visitor Bureau shall constitute a quorum. Business may be transacted by a majority of the quorum present.

§ 7-182 Meetings.

The Convention and Visitor Bureau shall meet on a monthly basis to provide direction and conduct business activities pertaining to the visitors and tourism for the Guthrie area. Emergency meetings may be called by four members of the committee.

§ 7-183 Powers and duties.

The Convention and Visitor Bureau shall:

- A. Gather information and ideas; conduct research; assist the contract service provider (if applicable) in advertising and promotional programs, travel to solicit conventions, trade shows, agricultural, educational and special events; assist in advising the City Council and the contract service provider (if applicable) in the promotion of the City's image so that Guthrie will be developed and maintained as a visitor's and tourism destination.

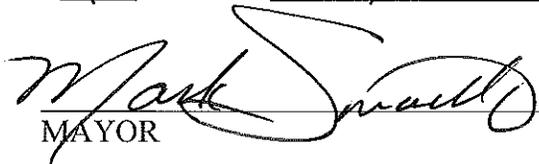
- B. Advise the contract service provider (if applicable) of the promotional, recreational, commercial, industrial and economic events in, around and for the benefit of the City of Guthrie and its residents.
- C. Encourage, promote and foster visitor and tourism conventions, conferences and tourism development in the City of Guthrie and assist the contract service provider (if applicable) in the solicitation of visitor attractions, events, tourism, conferences, conventions and meetings in the City of Guthrie.
- D. Submit to the City of Guthrie annually a recommended budget of operations for the forthcoming fiscal year.
- E. CVB meetings are governed by the State of Oklahoma Open Meeting Law.
- F. Funds of the Convention and Visitor Bureau or its contractor (if applicable) shall be subject to annual audit according to accepted governmental accounting principles.

SECTION 2. All Ordinances, or parts of Ordinances, in conflict are hereby repealed.

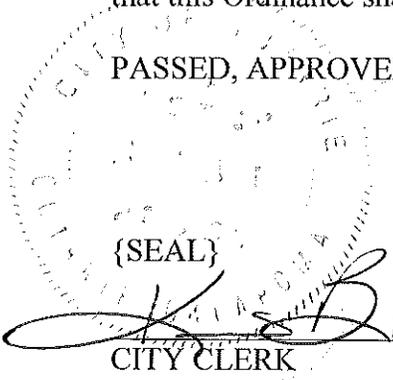
SECTION 3. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter, or section shall for any reason be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance.

SECTION 4. An emergency is hereby deemed and declared to exist whereby it is necessary for the preservation of the public health, safety and welfare of the inhabitants of the City of Guthrie that this Ordinance shall be in full force and effect and publication as by provided by law.

PASSED, APPROVED and ADOPTED THIS 7th DAY OF October, 2014.



 MAYOR


 {SEAL}


 CITY CLERK

APPROVED LEGAL AS TO FORM THIS _____ DAY OF _____, 2014

 CITY ATTORNEY

Name:: Gregory "Heady" Coleman

Daytime Phone Number::

Evening Phone/Cell Phone:: 405

Address:: Road, Guthrie, Ok 73044

Occupation::

Education Level::

How long have you lived in Guthrie?

: 5 to 10 years

Which board or commission interests you?: Convention & Visitors Bureau

Why are you interested in serving on this board or commission?: I'm interested in being a part of this board because I'm passionate about bringing people to Guthrie for their personal enjoyment and to impact the economy of Guthrie.

What civic activities have you been involved in during the past 3 years?: Over the last 3 years, I have made a monthly goal to bring 5 to 10 individuals to Guthrie. I have started a small group called Loving Logan County that meets at my home twice a month. In the last 12 to 15 months, I have launched a website called GuthrieAmerica promoting entrepreneurship, dreaming and starting social projects. I have hosted 4 to 6 entrepreneur talks in Guthrie.

What skills and/or experience will you contribute?: I can contribute my organizational skills and my ability to work well in a group. My biggest contributions will be my ability to build relationships, positivity, and years of marketing successful events.

Reference 1:: Dan Newton -

Reference 2:: Michael Chandler -

Reference 3:: James Long -

Reference 4:: Earl Sykes -

Reference 5:: Larry Knowles -

Name:: Justin Fortney

Daytime Phone Number:: 405-

Evening Phone/Cell Phone:: 405-

Address:: Ave
Guthrie, OK

Occupation:: Health Educator/Public Information for Logan Co. Health Dept

Education Level:: Bachelor's in Secondary English Education

How long have you lived in Guthrie?

: More than 10 years

Which board or commission interests you?: Convention and Visitors Bureau

Why are you interested in serving on this board or commission?: I'm very interested in the economic health of Guthrie and feel that I have skills and insights that can help promote Guthrie in new and creative ways.

What civic activities have you been involved in during the past 3 years?: I have served as chairperson of both the Downtown Improvement Committee and the Guthrie Transportation Authority.

What skills and/or experience will you contribute?: My vocational, civic, and personal experiences include numerous examples of planning and promoting programs and events in Guthrie and surrounding communities.

Reference 1:: Chuck Burtcher
405-

Reference 2:: James Long
405-

Reference 3:: AJ Griffin
405-

Reference 4:: John Borrego
405-

Reference 5:: Trey Woods
405-

Name:: James Long

Daytime Phone Number:: 405-

Evening Phone/Cell Phone:: 405-

Address:: Ave
Guthrie, OK 73044

Occupation:: Self-Employed

Education Level::

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

Which board or commission interests you?: CVB

Why are you interested in serving on this board or commission?: I'm very interested in helping Guthrie grow.

What civic activities have you been involved in during the past 3 years?: Historic Preservation Board

What skills and/or experience will you contribute?: I'm an entrepreneur and have been self employed since 2007. I'm creative and outgoing.

Reference 1:: Ed Wood
(405)

Reference 2:: Jim Tresner
(405)

Reference 3:: Phil Nichols
(405)

Reference 4:: Joe Chappell
(405)

Reference 5:: Don Hardin
(405)

Name:: Debra D Prather

Daytime Phone Number:: 405-

Evening Phone/Cell Phone:: 405-

Address:: Dr.
Guthrie, OK., 73044

Occupation:: Restaurateur

Education Level:: High School, Some college, Phillips University

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

Which board or commission interests you?: CVB

Why are you interested in serving on this board or commission?: As a business owner whose primary source of income comes from tourists, I believe I have a unique prospective of who our market is. I share ideas with many of the young leaders that can bring our district to a new level. I support the new direction of street parties and festivals where art of all kinds and music fill the streets. I believe in only "forward" thinking idea that will bring us up a notch and give Guthrie a clear and unique identity.

What civic activities have you been involved in during the past 3 years?: Currently I am a part of a downtown Merchant group that is working on the "Dead Guy Daze" October festival. I am one of the 3 Uptown Gals and have organized and promoted 2 successful local events called "A Good Day in Guthrie", I have organized and promoted a free event through my business in conjunction with the Make Guthrie Weird block parties called "Crafts and Drafts", a vintage, Pinterest style market held at the same time as the block party. I have monetarily supported the MGW block parties. I held a free event during the GOTR tour and am currently the location for the Guthrie Sports Page Radio program and Player of the Week. I am a part of the FFA Booster Program and am currently organizing a dinner to fund new buildings at the FFA farm.

What skills and/or experience will you contribute?: I have been a successful restaurateur in Guthrie for 27 years and I manage 40+ employees. I have owned 2 restaurants and managed 3. I have a background in accounting and love marketing. I also sat on the first Board for the CVB as the Vice-Chair.

Reference 1:: Karen Ochs, Realtor, The Ochs Real Estate Co.

Reference 2:: Sharon Triplett, CPA, Triplett Accounting

Reference 3:: Terry Pennington, Board of Education, Terry's Gun & Pawn

Reference 4:: Debbie Kuykendall, Bancfirst

Reference 5:: Ed Austin, retired

Name:: Stacy Staton

Daytime Phone Number:: 405-

Evening Phone/Cell Phone:: 405-

Address::

Guthrie, OK 73044

Occupation:: Owner, Rick's Fine Chocolates & Coffees

Education Level:: Some College

How long have you lived in Guthrie?

: More than 10 years

Which board or commission interests you?: CVB

Why are you interested in serving on this board or commission?: I am a loyal Guthrie citizen that sees the benefits of tourism for our community as a whole and would like to be a part of our future growth.

What civic activities have you been involved in during the past 3 years?: 2yrs on the 89er committee chairing the window display category; 2yrs on the St. Mary School Advisory Council and hold the Chairman position this year; 3yrs Guthrie Chamber of Commerce Board of Directors and Chairman for 2015; 4yrs on the Frontier Country Marketing Association representing Logan County

What skills and/or experience will you contribute?: I am organized, dependable and open minded. I have 26 years management and marketing experience and have owned and operated my own business for 8 years. My experience with OK tourism will bring information, education, opportunities and connections that would be helpful to this newly formed team.

Reference 1:: Sherri Rogers, President, Frontier Country Marketing Association
(405)

Reference 2:: Cristy Morrison, Director, Stillwater CVB
(405)

Reference 3:: Shellie Foreman, Keller Williams, Edmond
(405)

Reference 4::

Reference 5::

Name:: Jeremy Thorne

Daytime Phone Number:: (405)

Evening Phone/Cell Phone:: (405)

Address:: PO Box
Guthrie, OK 73044

Occupation:: Police Officer / Freelance Graphic Designer

Education Level:: College - Associates

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

Which board or commission interests you?: Convention & Visitors Board

Why are you interested in serving on this board or commission?: I have 22 years experience as a Graphic Designer, Photographer with heavy emphasis on print design and resell for non-profit and travel industry. I am NOT wanting to design or resell for the city, I wish to lend my expertise and help the board save expenses/time to promote Guthrie as a premier travel/tourism destination.

What civic activities have you been involved in during the past 3 years?: N/A

What skills and/or experience will you contribute?: 22 years professional freelance Graphic Design
14 years freelance photographer
18 years Print coordination/production

Past/Current client list includes: The Oklahoma City National Memorial & Museum, Edmond Chamber of Commerce, Frontier Country, Green Country, Chickasaw Country, and Midwest City Chamber of Commerce to name a few.

Reference 1:: Damon Devereaux
Former Chief of Police, City of Guthrie
Guthrie, OK 73044
(405) 282-

Reference 2:: Kari Watkins
Executive Director OKC National Memorial & Museum
Oklahoma City, OK 73102
(405)

Reference 3:: Tony Vann
Former Executive Director of Frontier Country
Current Owner Vann & Associates
Oklahoma City, OK 73102
(405)

Reference 4:: Jamie Lowe
Southwestern Stationary
Oklahoma City, OK 73118
(405)

Reference 5:: Hardy Watkins
Former CE&O, Edmond Chamber of Commerce
Current V.P. of Marketing & Communication Integris Health
Oklahoma City, OK 73112
(405)

Name:: Andrea Welsh

Daytime Phone Number:: 405-

Evening Phone/Cell Phone:: 405-

Address::

Guthrie, OK 73044

Occupation:: Joint Venture Auditor

Education Level:: Masters

How long have you lived in Guthrie?

: 5 to 10 years

Which board or commission interests you?: Convention & Visitors Bureau (CVB)

Why are you interested in serving on this board or commission?: Having served on the Downtown Improvement Committee, I would love to continue the work of promoting the uniqueness of our community for tourists as well as business visitors.

What civic activities have you been involved in during the past 3 years?: Serving on the PTO Board for Saint Mary School for the last three school years, I have participated in implementing the Principal's goal of making Saint Mary more active in the Guthrie community. I have also served on the City of Guthrie Downtown Improvement Committee and recently joined the Citizen Rate and Fee Committee for the City of Guthrie.

What skills and/or experience will you contribute?: In my work as an auditor, I have to consider as many potential responses as possible to an issue in determining how to pursue the desired outcome. The ability to look ahead of a single decision in front of me has proven a beneficial skill. In addition to my years as an auditor, my experience as an adjunct accounting professor at Oklahoma City University has provided me quite a bit of practice at communicating ideas to people from different backgrounds.

Reference 1:: Jacque Cook, Principal
Saint Mary Catholic School

Guthrie, OK 73044
405.

Reference 2:: Julie Ayers, Director
Dominion House

Guthrie, Oklahoma 73044

405.

Reference 3:: Becky Tobin

Guthrie, OK 73044

405.

Reference 4:: Craig Wilkerson, CIO
MD Building Products

Oklahoma City, OK 73118

Reference 5::

Name:: Trey Woods

Daytime Phone Number::

Evening Phone/Cell Phone:: 405-

Address::

Guthrie, OK

73044

Occupation:: Hoboken Coffee Roasters (Owner)

Education Level:: College Degree (Oklahoma State University)

How long have you lived in Guthrie?

: 2 to 5 years

Which board or commission interests you?: Convention and Visitors Board

Why are you interested in serving on this board or commission?: My small coffee roasting company has me fully invested in Guthrie. My entire life savings and years of blood and sweat have been poured into my small business. I've noticed that a large percentage of my customers, especially on the weekends, are visitors from outside of Guthrie. I'm have a strong interest in maximizing the amount of people who visit Guthrie each week.

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

The See Spot Run 2009-20014

What skills and/or experience will you contribute?: As someone in the millennial generation I have strong understanding of social media and how to build and leverage a large following to promote business and social engagement.

As a small business owner I have personal engagement with thousands of visitors each year, allowing me insights into the needs and interests of those coming to Guthrie for various reasons.

Reference 1:: James Long
Guthrie, OK 73044

Reference 2:: Justin Fortney

Reference 3:: Phil Nichols

Reference 4:: Chris LeGrande

E-mail: @guthrieps.net

Office Phone:

Reference 5::

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

October 7, 2014

The regular meeting of the Guthrie Public Works Authority was posted on Friday, October 3, 2014, before 5:00 p.m. and held October 7, 2014, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Chairman Mark Spradlin.

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

Chairman Mark Spradlin called the meeting to order at 7:01 p.m.

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

Members Absent: None

Staff Present:	Sereniah Breland	Kim Biggs	Randel Shadid
	Jim Ahlgren	Maxine Pruitt	Rene Spineto
	Cyndi O	Cody Mosley	

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

Community Announcements and Public Recognition. None.

Consent Agenda. Motion by Trustee Thomas, 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 September 16, 2014.
- B. Consider approval to change the 2014 Christmas Holiday schedule.

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

Aye: Spradlin, Wood, Ayers, 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 7:02 p.m.

Kim Biggs, Secretary

Mark Spradlin, Chairman

City of Guthrie
A/P Claims List
from 10/1/2014 to 10/1/2014

Invoice #	Vendor	Description	Account	Cost
SEPT - OCT2014	BANCFIRST	SYSTEM & SALES TAX REVENUE	54-55-23-6714	\$48,416.00
		Total CAPITAL PROJECTS		\$48,416.00
		All Fund Total		\$48,416.00

City of Guthrie
A/P Claims List
from 10/3/2014 to 10/3/2014

Invoice #	Vendor	Description	Account	Cost
SEPT2014	OKLAHOMA UNIFORM BLDG CO	SEPTEMBER 2014 BUILDING PERMIT FEE	01-00-00-2013	\$100.00
03-1577 2	MESO(126)	Drug testing first half of 2014	01-01-00-6031	\$15.75
OCT2014	RURAL WATER DISTRICT #1(206	MONTHLY WATER SERVICES	01-15-11-6112	\$66.00
		Total GENERAL FUND		\$181.75
OCT2014	COMMUNITY STATE BANK 2287	FRONT END LOADER MONTHLY PAYMEN	54-56-12-6718	\$2,687.83
		Total CAPITAL PROJECTS		\$2,687.83
		Total All Funds		\$2,869.58

City of Guthrie 10/10/2014 5:01pm
A/P Claims List
 from 10/10/2014 to 10/10/2014

Invoice #	Vendor	Description	Account	Cost
2178	HURLEY PLUMBING 267	Misc Plumbing Repairs	01-01-00-6112	\$62.95
OCT2014	OG&E 405	GENERAL	01-01-00-6305	\$8,985.45
OCT2014	OG&E 405	STREET LIGHTING	01-01-00-6306	\$11,387.82
OCT2014	OKLAHOMA NATURAL GAS	MONTHLY BILLING FOR ONG - GENERAL	01-01-00-6307	\$954.70
OCT2014	O.M.A.G.(21303)	MUNICIPAL PROPERTY PROTECTION PLAN	01-01-00-6326	
OCT2014	O.M.A.G.(21302)	WORKERS' COMP - GENERAL	01-01-00-6326	\$15,359.60
OCT2014	O.M.A.G.(425)	MUNICIPAL LIABILITY PROTECTION PLAN -	01-01-00-6326	
5520159001909	RISK MANAGEMENT	Auto Liability coverage fro Fire Vehicles	01-01-00-6326	\$848.00
OCT2014	CITY OF EDMOND (21508)	BASIC MONTHLY IT SERVICES	01-01-00-6373	\$1,106.86
1698	LA TERRA STUDIO, INC.	SURVEYING - 100% COMPLETE	01-01-00-6576	\$11,600.00
633	GHM ENTERPRISES (1097)	LAUNDRY	01-07-70-6310	\$15.60
636	GHM ENTERPRISES (1097)	LAUNDRY	01-07-70-6310	\$1.20
638	GHM ENTERPRISES (1097)	LAUNDRY	01-07-70-6310	\$1.80
641	GHM ENTERPRISES (1097)	LAUNDRY	01-07-70-6310	\$7.20
OCT2014PD	SHINEY BAYS (22581)	CAR WASHES	01-07-70-6316	\$232.00
04-1502560	OKLA DEPARTMENT OF PUBLIC	OLET'S MAINTENANCE	01-07-79-6304	\$350.00
214266	OKC ECONOMIC DEVELOPMENT	Greater OKC Partnership July 2014-June		
2015 01-08-80-6355	\$2,656.00			
OCT2014 GPWA	SHINEY BAYS (22581)	CAR WASH	01-14-41-6116	\$76.70
SEPT2014	OKLA TAX COMMISSION(438)	Oklahoma Sales Tax for Liberty Lake Retail Store	01-15-11-6125	\$61,381.90
		Total GENERAL FUND		\$61,381.90
OCT2014 FD	SHINEY BAYS (22581)	CAR WASHES	09-09-96-6316	\$30.00
		Total FIRE/EMS FUND		\$30.00
OCT2014	OG&E 405	GPWA	20-21-00-6305	\$12,068.95
OCT2014	OKLAHOMA NATURAL GAS	MONTHLY BILLING FOR ONG - GPWA	20-21-00-6307	\$421.16
OCT2014	O.M.A.G.(21303)	MUNICIPAL PROPERTY PROTECTION	20-21-00-6326	\$3,696.02
OCT2014	O.M.A.G.(21302)	WORKERS' COMP - GPWA	20-21-00-6326	\$15,359.59
OCT2014	O.M.A.G.(425)	MUNICIPAL LIABILITY PROTECTION PLAN -	20-21-00-6326	
100485	SOUTHWEST CHEMICAL (20977)	CHEMICAL'S FOR TREATING WATER	20-23-00-6104	\$1,449.50
		Total GPWA OPERATING FUND		\$37,029.31
OCT2014	BANCFIRST 23025	SYSTEM & SALES TAX REVENUE NOTE,	54-55-23-6714	\$591.83
2035079	BANCFIRST 23025	Trustee Acceptance Fee - 2014 DWSRF Note -	54-55-27-6373	\$5,000.00
2035078	MUNICIPAL FINANCE SERVICE	Financial Advisory Services for Series 2014	54-55-27-6373	\$2,000.00
2035081	RANDEL C. SHADID (20656)	Legal fees for 2014 DWSRF Loan - Coyle	54-55-27-6373	\$5,000.00
991	THE PUBLIC FINANCE LAW	Legal fees for the 2014 DWSRF Loan - Coyle	54-55-27-6373	\$5,000.00
993600004200001		BB&T GOVERNMENTAL FINANCE	Annual Loan Payment	54-56-07-6707
		Total CAPITAL PROJECTS		\$41,553.82
02-024072-015	UTILITY DEPOSIT REFUND		71-00-00-5555	\$113.52
03-031840-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$49.05
07-070910-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$69.00
09-090920-014	UTILITY DEPOSIT REFUND		71-00-00-5555	\$3.06
10-101850-014	UTILITY DEPOSIT REFUND		71-00-00-5555	\$14.38
13-130680-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$5.43
13-130910-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$17.08
13-132115-010	UTILITY DEPOSIT REFUND		71-00-00-5555	\$6.78
		Total UTILITY DEPOSIT FUND		\$278.30
OCT2014	OG&E 405	AIRPORT	98-98-00-6305	\$621.59
OCT2014	O.M.A.G.(21303)	MUNICIPAL PROPERTY PROTECTION	98-98-00-6329	\$326.69
OCT2014	O.M.A.G.(21302)	WORKERS' COMP - AIRPORT	98-98-00-6329	\$547.16

A/P Claims List

from 10/10/2014 to 10/10/2014

Invoice #	Vendor	Description	Account	Cost
OCT2014	O.M.A.G.(425)	MUNICIPAL LIABILITY PROTECTION PLAN -		98-98-00-6329
11071360-27	GARVER	AIP ADMIN SERV CONSTR SERV #3-40-	98-98-94-6373	\$12,455.78
		Total AIRPORT FUND		\$14,001.22
OCT2015	OKLAHOMA DEPARTMENT OF	SPIRIT WING LOAN MONTHLY PAYMENT	99-99-00-6702	\$1,041.66
		Total GUTHRIE INDUSTRIAL DEVELOPMENT		\$1,041.66
		Total All Funds		\$155,316.21

A/P Claims List

from 10/14/2014 to 10/14/2014

Invoice #	Vendor	Description	Account	Cost
SEPT14 PART B	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	01-01-00-6112	\$232.36
SEPT14 PART B	BANK OF AMERICA 22774	TELEPHONE	01-01-00-6301	\$295.00
SEPT14 PART B	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-01-00-6373	\$80.00
SEPT14 PART B	BANK OF AMERICA 22774	ADVERTISING- LEGAL PUB	01-05-50-6334	\$55.30
SEPT14 PART B	BANK OF AMERICA 22774	K9 DOG FOOD/SUPPLIES	01-07-70-6108	\$123.00
SEPT14 PART B	BANK OF AMERICA 22774	SUPPLIES	01-07-70-6114	\$1,168.06
SEPT14 PART B	BANK OF AMERICA 22774	CRIME PREVENTION PROGRAM	01-07-70-6122	\$1,200.35
SEPT14 PART B	BANK OF AMERICA 22774	PRINTING	01-07-70-6308	\$89.00
SEPT14 PART B	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-07-70-6316	\$753.84
SEPT14 PART B	BANK OF AMERICA 22774	COMMUNICATIONS	01-07-70-6318	\$725.00
SEPT14 PART B	BANK OF AMERICA 22774	DRUG ENFORCEMENT PROGRAM	01-07-77-6124	\$568.28
SEPT14 PART B	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-12-00-6316	\$1,980.68
SEPT14 PART B	BANK OF AMERICA 22774	MACHINE EQUIPMENT MAINTENANCE	01-12-00-6317	\$26.22
SEPT14 PART B	BANK OF AMERICA 22774	UNIFORMS	01-14-00-6016	\$38.47
SEPT14 PART B	BANK OF AMERICA 22774	MINOR TOOLS	01-14-00-6102	\$6.29
SEPT14 PART B	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-14-41-6116	\$4.09
SEPT14 PART B	BANK OF AMERICA 22774	SAFETY SUPPLIES	01-15-11-6110	\$51.26
SEPT14 PART B	BANK OF AMERICA 22774	MACHINE / EQUIPMENT MAINTENANCE	01-15-11-6317	\$19.76
Total GENERAL FUND				\$7,416.96
SEPT14 PART B	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	09-09-90-6048	\$0.00
SEPT14 PART B	BANK OF AMERICA 22774	CERTIFICATION EQUIPMENT	09-09-90-6362	\$279.11
SEPT14 PART B	BANK OF AMERICA 22774	CHEMICALS	09-09-92-6104	\$2,247.45
Total FIRE/EMS FUND				\$2,526.56
SEPT14 PART B	BANK OF AMERICA 22774	TELEPHONE	20-21-00-6301	\$85.00
SEPT14 PART B	BANK OF AMERICA 22774	LAB SUPPLIES	20-24-00-6109	\$375.00
SEPT14 PART B	BANK OF AMERICA 22774	LIFT STATION MAINTENANCE	20-24-00-6312	\$1,586.13
SEPT14 PART B	BANK OF AMERICA 22774	MACHINE / EQUIPMENT MAINTENANCE	20-24-00-6317	\$99.99
SEPT14 PART B	BANK OF AMERICA 22774	WATER SEWER MAINTENANCE	20-27-00-6119	\$9.99
SEPT14 PART B	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	20-27-00-6316	\$128.32
Total GPWA OPERATING FUND				\$2,284.43
SEPT14 PART B	BANK OF AMERICA 22774		54-00-00-1200	(\$1,049.02)
Total CAPITAL PROJECTS				(\$1,049.02)
15-151420-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$128.37
Total UTILITY DEPOSIT FUND				\$128.37
SEPT14 PART B	BANK OF AMERICA 22774	TELEPHONE & INTERNET	98-98-00-6301	\$34.00
SEPT14 PART B	BANK OF AMERICA 22774	MACHINE / EQUIPMENT MAINTENANCE	98-98-00-6317	\$20.00
Total AIRPORT FUND				\$54.00
Total All Funds				\$11,361.30