

**NOTICE & AGENDA**  
**SPECIAL CITY COUNCIL MEETING**  
**CITY OF PRYOR CREEK, OKLAHOMA**  
**TUESDAY, MAY 26, 2026 AT 5:30 PM**

AS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA WILL MEET IN SPECIAL SESSION AT 5:30 P.M. ON THE ABOVE DATE IN THE COUNCIL CHAMBER UPSTAIRS AT CITY HALL, 12 NORTH ROWE STREET IN PRYOR CREEK, OKLAHOMA. ANYONE NEEDING SPECIAL ACCOMMODATIONS TO ATTEND SHOULD CALL (918) 825-0888.

**CITY COUNCIL**

1. Call to Order, Prayer, Pledge of Allegiance, Roll.
2. Discussion and possible action regarding the Agreement between Course Management Systems (DBA A&B Pro Shop) and the City of Pryor Creek.
3. Adjourn.

FILED MAY 21, 2026 AT 5:00 P.M. BY MAYOR ZAC DOYLE. \_\_\_\_\_

POSTED ON THE BULLETIN BOARD AT CITY HALL, 12 NORTH ROWE STREET, PRYOR CREEK, OKLAHOMA  
MAY 21, 2026 AT 5:00 P.M. BY CITY CLERK HANNAH MORRIS. \_\_\_\_\_

**CONTRACT FOR OPERATION OF EARL WARD PARK**

**PRO SHOP AND RELATED ACTIVITIES**

**July 1, 2018 – June 30, 2019**

**THIS AGREEMENT** is entered into and between the City of Pryor Creek, State of Oklahoma, hereafter referred to as “City of Pryor” and Course Management Systems, Inc., hereafter referred to as “Contractor”.

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, the City of Pryor operates a facility known as Earl Ward Park which is the golf course and related facilities on land leased to the City of Pryor by the United States Army Corps of Engineers; and

**WHEREAS**, located thereon is a Pro Shop which sells merchandise including, but not limited to, golfing equipment, golf balls, golf tees, clothing, food and drinks; and

**WHEREAS**, City of Pryor does not desire to be in the retail business and City of Pryor is desirous of offering a concession to Contractor for the foregoing activities at no cost to City of Pryor;

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND THE HEREINAFTER DESCRIBED COVENANTS, PROMISES AND PAYMENTS PARTIES HEREBY AGREE AS FOLLOWS, TO-WIT:**

**RESPONSIBILITIES:** The Contractor shall ensure that the Pro Shop is adequately staffed at all times and that adequate concessions and merchandise are made available to all patrons of the golf course, including golfing equipment, clothing, food and drinks.

1. The Contractor is responsible for maintaining a clean, neat and orderly appearance inside the Pro Shop and operating the Pro Shop in a professional and businesslike manner.
2. **PRO SHOP PERSONNEL:** The Contractor shall be responsible for the hiring of her own employees necessary for the operation of the Pro Shop and she shall retain and determine

all conditions of employment including payment of wages for any and all personnel and shall maintain insurance to include workers compensation insurance on all employees and a minimum of \$1,000,000.00 liability insurance. Contractor agrees to indemnify and hold City of Pryor harmless against all claims, judgments, and demands of any person or persons whomsoever on account of any injuries or accidents occurring in the Pro Shop as a result of willful or negligent acts or omissions of Contractor, her employees, agents or representatives up to \$1,000,000.00 for each occurrence, with certificates of such insurance to be furnished to City of Pryor. It is specifically agreed and understood by the parties that any employees of Contractor shall not be deemed to be employees of the City of Pryor.

3. The Contractor is entitled to all income generated from the sale of concessions, merchandise and equipment from the Pro Shop and shall be responsible for all expenses incurred thereto.
4. The Contractor cannot enter into contracts on behalf of City of Pryor or in any way represent herself as an authorized representative of City of Pryor.
5. The responsibilities of the parties under the terms of this agreement may be amended from time to time, but only in writing and only with the approval of the Contractor and City of Pryor and amendments are subject to ratification by the Mayor and Council of the City of Pryor Creek. Nothing in this agreement is meant to and does not create an employee/employer relationship and Contractor is free to obtain other income opportunities as long as her employees satisfactorily perform the required services.
6. The terms of this agreement shall be for one (1) year with automatic renewal unless either Party gives written notice to terminate. Either Party shall have the right to terminate upon thirty (30) days written notice to the other Party, prior to expiration date of contract.
7. This agreement is personal to the parties hereto and may not be assigned to any other party.
8. This agreement is binding upon the parties hereto, and the parties understand and acknowledge that the terms and conditions contained in the contract are the only terms, conditions and obligations between the parties.

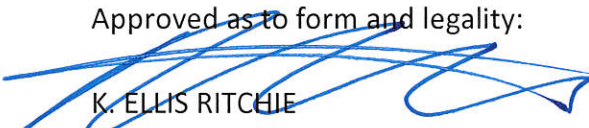
9. Contractor agrees to let the auditor for City of Pryor audit income and expenses of the Contractor as directed by the Mayor of City of Pryor Creek.
10. Contractor will be solely responsible for the selling of advertisement and maintaining of all tee box signs.
11. Contractor agrees to obtain any/all necessary licenses and permits to sell beer and wine at the Pro Shop.
12. Contractor will be responsible for the daily upkeep associated with golf cart general maintenance (excluding parts). In return, Course Management Systems, Inc. will receive 10% of monthly golf cart revenues and membership dues.

APPROVED this 3<sup>rd</sup> day of July, 2018.

Mayor:

  
\_\_\_\_\_  
Jimmy Tramel

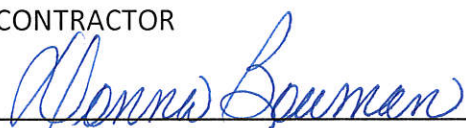
Approved as to form and legality:

  
K. ELLIS RITCHIE  
City Attorney

Dated: July 3<sup>rd</sup>, 2018

ATTEST:

  
\_\_\_\_\_  
Eva Smith, City Clerk

COURSE MANAGEMENT SYSTEMS, INC.,  
An Oklahoma Corporation  
CONTRACTOR  
  
\_\_\_\_\_  
DONNA BOWMAN, PRESIDENT