

NOTICE & AGENDA
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, JULY 21, 2026 AT 6:00 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 REGULAR SESSION AT 6:00 P.M. ON THE ABOVE DATE IN THE COUNCIL CHAMBER UPSTAIRS AT CITY HALL, 12 NORTH ROWE STREET IN PRYOR CREEK, OKLAHOMA. A MEETING OF THE PRYOR PUBLIC WORKS AUTHORITY WILL FOLLOW IMMEDIATELY. ANYONE NEEDING SPECIAL ACCOMMODATIONS TO ATTEND SHOULD CALL (918) 825-0888.

CITY COUNCIL

1. Call to Order, Prayer, Pledge of Allegiance, Roll.
2. Petitions from the Audience. (Limited to 5 minutes, must request in advance.)
3. Consent Agenda. (Consent items are to be voted on for approval or denial by one single motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda. Only those items removed will be read aloud.)
 - a. Approve minutes of the July 7, 2026 Council Meeting.
 - b. Approve claims for purchase orders through July 21, 2026.
 - c. Approve payroll purchase orders through July 31, 2026.
 - d. Approve the Mayor to sign a Memorandum of Agreement between the City of Pryor Creek and Kingdom Community Development Services Rural Health Initiative.
 - e. Approve an expenditure in the amount of \$6,581.00 to Hood & Associates CPA's PC for the final billing for the audit of fiscal year ending 06/30/25 from General Outside Services - Auditor Account #02-201-5072.
 - f. Approve the reclassification of Jae Standingwater from Mayor's Secretary (Range D, Step 2) to the newly created position of Administrative Assistant (Range E, Step 2), effective as of the next pay period.
 - g. Approve payment of Purchase Order #2520253033, not approved at the July 7, 2026 Council meeting, to Visa Card Services in the amount of \$1,094.00. Repayment of these charges has been handled through payroll.
 - h. Approve a monthly recurring expenditure in the amount of \$5,361.58 to Bank of Commerce for Golf Cart Lease / Purchase from Golf Capital Outlay Cart Leasing Account #41-415-5413.
 - i. Approve an expenditure in the amount of \$28,236.00 to Kansas Golf & Turf for a Smithco Sand Star I Bunker Rake to be paid from Golf Course Capital Outlay Account #44-445-5447. This is a state contract price under Oklahoma State Contract SW0196KG.
 - j. Approve an expenditure in the amount of \$5,215.00 to AWE Learning for an Early Literacy Station to be paid from Library State Aid Account #92-925-5233.
 - k. Approve an expenditure in the amount of \$2,943.83 to AT&T Mobility (FirstNet) for Invoice #287302932525X07032026 to be paid from Police Telephone Account #02-215-5061. This invoice covers the department's monthly wireless data service for police department cell phones and mobile laptop computers.
 - l. Approve an expenditure in the amount of \$4,389.00 to Fiber Interactive Technologies for Invoice #0011731 to be paid from FIT - OaaS - Police Laptops/ODIS Account #87-875-5430. This invoice covers the monthly labor charges and virtual server hosting services for the Offender Data Information System (ODIS), as well as OaaS-COP-Police Laptops (Office as a Service) for the Police Department's patrol vehicle laptops.
 - m. Approve an expenditure in the amount of \$11,039.98 to Axon Enterprise, Inc. for Invoice #INUS459628 to be paid from Police Capital Outlay Account #44-445-5424. This invoice is for the annual lease/purchase payment for the 2021 TASER 7 Basic Bundle.
 - n. Approve an expenditure in the amount of \$23,301.09 to Enterprise FM Trust (Enterprise Fleet Management) for Invoice #667953-070326 to be paid from Police Vehicle Maintenance Account #02-215-5092. This invoice covers fleet management services and vehicle maintenance/repair charges for the Police Department for the billing months of April, May, and June 2026.
 - o. Approve an expenditure in the amount of \$10,326.21 to Enterprise FM Trust (Enterprise Fleet Management) for Invoice #643905-070326 to be paid from Police Capital Outlay Account #44-445-5418. This invoice represents the monthly lease payment for the Police Department's five (5) 2026 Ford Explorer Police Interceptor Utility vehicles and five (5) Chevrolet Silverado vehicles.

- p. Approve a monthly recurring expenditure in the amount of \$3,930.39 to Bank of Commerce for Motorola Lease / Radios for the Pryor Creek Police Department to be paid from Motorola Lease / Radios - Police Account #87-875-5429.
 - q. Approve a monthly recurring expenditure in the amount of \$4,565.33 to Bank of Commerce for Police Chevy Tahoe Purchase to be paid from Police Department Vehicles Capital Outlay Account #44-445-5418.
 - r. Approve estimate #9247 in the amount of \$9,360.84 from Metro Emergency Upfitters for the equipment and labor required to upfit the new 2026 Ford Maverick to be paid from the Animal Control Capital Outlay Account #44-445-5425.
 - s. Award a bid in the amount of \$5,000.00 to Armstrong Landscaping for PRY-26-07 Locke Street Alley Drainage Improvements to be paid from Street Drainage Projects - Miscellaneous Account #14-145-5092. No other bids were received.
 - t. Approve an expenditure in the amount of \$4,815.00 to the Municipal Utility Board for the city portion of LED antique-style lighting installation throughout the downtown district and dusk-to-dawn LED lighting in the downtown alleyways from City Hall Capital Outlay Account #44-445-5427.
4. Mayor's Report: (Items possibly requiring discussion and action.)
- a. Discussion and possible action regarding a proposal in the amount of \$29,000.00 from Kolker & Kolker for accounting services through June 2027 to be paid from General Outside Services - Accounting Account #02-201-5073.
 - b. Presentation, discussion, and possible action to approve the Graham Community Building Revitalization Project bid process and bids. Presentation from Scissor Tail Construction and Pryor Main Street. Presentation will include a review of the bid process and bids received for the project.
 - c. Discussion and possible action regarding the EDTA's recommendation that City Council authorize the use of Fund 68 for \$250,000.00 to cover the costs of the Graham Community Building Revitalization Project's additional scope and authorize transferring that amount from Fund 68 – Main Street Bond Account #68-685-5342 to EDTA Account #98-000-4203. The EDTA recommendation required the City Council to be presented the bids, approve the bids, and review the bidding process utilized by Pryor Main Street's Construction Management Company, Scissor Tail Construction.
 - d. Discussion and possible action regarding an update from the Mayor regarding needs, changes and plans for the Pryor Creek Golf Course.
 - e. Update regarding upgrades to Bobby Buck Park.
5. City Attorney's Report: (Items possibly needing action on requests or recommendations.)
- a. Enter Public Hearing.
Zoning Change for Colten and Cody Yoder: Lot Numbered Eleven (11) in Block Numbered Twenty-three (23), in the WHITAKER ADDITION to the Incorporated Town of Pryor Creek, Mayes County, State of Oklahoma, according to the A.L. Gibbs Plat and Survey thereof. (104 N Orphan)
The applicant is requesting the zone to be changed from Commercial Restricted (CR) to Residential Single-70 (RS-70).
 - b. Exit Public Hearing.
 - c. Discussion and possible action regarding the Zoning Change for: Colten and Cody Yoder (legal as read above) from Commercial Restricted (CR) to Residential Single-70 (RS-70). The Planning and Zoning Commission recommended this to the Council.
 - d. Enter Public Hearing.
Zoning Change for: James Derek Palmer: A tract of land situated in the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (SW/4 NE/4 NE/4) of Section 7, Township 21 North. Range 19 East of the Indian Base and Meridian. Mayes County. State of Oklahoma. being more particularly described as follows, to-wit Commencing at the Southeast Corner of said SW/4 NE/4 NE/4, THENCE N1°36'21" W for a distance of 310.78 feet along the East Line thereof; THENCE S88°42'08"W for a distance of 81.43 feet to the POINT OF BEGINNING; THENCE S88°42'08"W for a distance of 493.71 feet to a point on the Easterly Right-of-Way of Highway #69; THENCE N5°26'19"E for a distance of 338.69 feet along said Right-of-way; THENCE N88°32'21"E for a distance of 398.82 feet; THENCE S0°49'56"E for a distance of 352.49 feet to the POINT OF BEGINNING. Contains 3.3280 acres, more or less. (857 N Mill)
The applicant is requesting the zone to be changed from Agriculture (AG) to Commercial Automotive Recreation (CAR) for an RV Park.
 - e. Exit Public Hearing.

- f. Discussion and possible action regarding the Zoning Change for: Derek Palmer (Legal as read above) from Agriculture (AG) to Commercial Automotive Recreation (CAR) for an RV Park. The Planning and Zoning Commission recommended this to the Council.
- 6. Committee Reports: (Items, such as next meeting date, needing to be reported. No open discussions allowed. Any items requiring discussion are to be added to the Mayor's report prior to posting of agenda.)
 - a. Budget and Personnel.
 - b. Streets and Maintenance.
 - c. Ordinance and Insurance.
- 7. Unforeseeable Business. (Any matter not reasonably foreseen prior to posting of agenda.)
- 8. Adjourn.

PRYOR PUBLIC WORKS AUTHORITY

- 1. Call to Order.
- 2. Approve minutes of the July 7, 2026 meeting.
- 3. Approve claims for purchase orders for the Pryor Public Works Authority through July 21, 2026.
- 4. Unforeseeable Business. (Any matter not reasonably foreseen prior to posting of agenda.)
- 5. Adjourn.

FILED JULY 17, 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
JULY 17, 2026 AT 5:00 P.M. BY CITY CLERK HANNAH MORRIS. _____

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, JULY 7, 2026 AT 6:00 PM**

The City Council of the City of Pryor Creek, Oklahoma met in regular session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors and the City website at www.pryorcreek.org. Notice was also emailed to the Council members.

CITY COUNCIL

1. CALL TO ORDER, PRAYER, PLEDGE OF ALLEGIANCE, ROLL.

Mayor Zac Doyle called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Steve Brown. Roll Call was conducted by City Clerk Hannah Morris. Council members present included Terry Lamar, Choya Shropshire, Lori Bradshaw, Kenneth Brashears, Autumn Graybill, Charles Tramel, Steve Brown and Bruce Smith. Members absent: none.

Department Heads and other City Officials present: Chase McBride, Jeremy Cantrell, Kevin Tramel, BK Young, Frank Powell, Buddy Glenn, Dennis Bowman, Johnny Janzen, Cari Rerat and Lori Ballew.

Others present: Tamara Bryan, Chris Curnutt, Adam Anderson, Joshua Lee, Bridgette Nichols, Drew Stott, Harper Meehan, Angela Smith, Susan Wilcox, Jessie Bell, Amanda Dodson, Gilbert Graybill, David Shaulis, Dee Ann Briggs, Jennifer Briggs-Beshear, LaDonna Anderson, Nena Roberts, Marshel Morrison, Dale Jones, Robert Philippi, Michael Philippi and Lisa Malone.

2. PETITIONS FROM THE AUDIENCE. (LIMITED TO 5 MINUTES, MUST REQUEST IN ADVANCE.)

Jessie Bell expressed concerns regarding excessively loud fireworks within city limits after 10:30 p.m., noting the disruptive impact on infants and animals. Additionally, an update was requested on the City Council's current plans for local youth activities and infrastructure, noting the closure of former recreational facilities like the bowling alley and pool.

Amanda Dodson and her neighbor, Jeannie, presented an ongoing drainage issue affecting properties past the apartments on Mable Clayton. They reported that rapid stormwater runoff between their homes sits an inch high against the brick foundation and floods the sidewalk, creating a slick moss hazard where two pedestrians have fallen. They requested city assistance with a drainage system or retaining wall to mitigate the long-standing issue.

Dale Jones voiced concerns regarding a large depression in the utility easement behind his property on Locke Street (just south of 9th Street) that pools rainwater and creates a severe mosquito infestation. Mayor responded indicating that the engineering/remediation project for this area has already been put out to bid and awarded to a contractor, with work expected to begin soon.

3. DEPARTMENT HEAD REPORTS IF NEEDED:

3a. BUILDING INSPECTOR

Young provided a written report.

3b. EMERGENCY MANAGEMENT

Janzen reported that high-resolution countywide aerial flyover data via the Pictometry mapping application will successfully satisfy FEMA's updated pre-disaster documentation requirements for city infrastructure. He stated that this application tracks addresses, flood plains, and school zones, which eliminates the need to contract external photography services. He also reported that access to the platform will cost the city \$5,000.00 annually through an upcoming agreement with Mayes County, with MUB managing its respective portion.

3c. FIRE

Young reported a quiet and successful Fourth of July holiday weekend despite the weather. He stated that the department navigated the weekend with no major incidents and responded to routine call volumes.

3d. GOLF

Bowman announced his retirement effective at the conclusion of the day after a total of 34 years of service to the Pryor Creek Golf Course. He stated that the course is currently in excellent structural and financial condition. He also reported that the facility has approximately \$700,000.00 currently in cash reserves.

3e. LIBRARY

Rerat provided the final Fiscal Year 2025–2026 statistics graphic, noting a 5% increase in physical material checkouts and a 25% increase in door count. She stated that the Summer Reading Program achieved its highest registration in history with 624 participants. She also reported that the library currently runs six children's programs weekly and continues to distribute 360 food bank boxes per week, requiring only adult and child names with no income restrictions.

3f. PARKS / CEMETERY

Powell reported ongoing storm cleanup, brush removal, and trail repairs alongside routine seasonal mowing. He stated that there was minimal tree damage at Fairview and Graham Cemeteries. He also reported that electrical panels for the tennis and pickleball court project will be installed once the interior walls of the concession building are framed. He stated that the lights will operate on a sun-adjusted timer, turning off automatically at 10:00 p.m. He also noted that two dead willow trees near the new playground equipment at Whitaker Park are slated for removal.

3g. POLICE / ANIMAL SHELTER

Cantrell reported that fireworks are illegal per city ordinance outside of the July 1 through July 4 window. He stated that the department logged 461 traffic stops, 25 accidents and 35 arrests for the month, alongside increased code enforcement activity due to rapid grass growth. He also reported an ongoing investigation into a multi-vehicle hit-and-run incident at Pryor Creek Apartments. He stated that firearms qualifications were successfully held at the new outdoor training range, and he reported that the 3rd Annual Junior Police Academy kicks off next week with approximately 20 children enrolled.

3h. RECREATION CENTER

Moore reported stable operations with membership holding steady at 2,021 members. He stated that the facility is currently tracking 12% under budget and maintaining a 71–72% retention rate. He also reported high summer facility usage, including 13 pool parties and an all-time high of 120 children enrolled in swim lessons. He stated that the center participated in the Mayes County Family Fun Day and will host a free life jacket fitting and giveaway event next Wednesday funded by a \$1,000.00 GRDA grant.

3i. STREET

Glenn proposed a special one-week citywide storm brush pickup schedule beginning the week after next, allowing residents one week to place storm-damaged limbs on the curb. He stated that limbs must be cut to a maximum of 10-foot lengths, placed on the curb without blocking utility meters, and must not cross onto private property. He also reported the successful replacement of a rusted drainage structure at Highway 69 and Park Street. He stated that crews completed alley grading between Elliott and Locke Supply, initiated specialized concrete drainage improvements at Southeast 15th Street, and scheduled a sidewalk section replacement at 99 Irving Street. He also reported that the street sweeper is throwing active error codes and will likely need to be transported to Oklahoma City for diagnostic scanning under warranty guidelines.

3j. CITY CLERK

Morris distributed the May financial reports and noted active preparations for the upcoming fiscal year budget. She stated that payroll staff is working with Time & Labor software implementations and successfully completed the employee open enrollment period. She also reported high administrative volume regarding new business occupancy inspections, seasonal contractor licensing renewals, and ongoing grass and trash abatements. She stated that staff processed five seasonal firework stand licensing applications, initialized steps for the upcoming implementation of JustFOIA public records management software to be managed by Jae, and updated department inventory records. She also reported that procedural updates were implemented to streamline "no insurance" citations in municipal court, and she confirmed there are currently zero active tort claims against the city.

3k. PRYOR MAIN STREET

Director Bridgette Nichols presented her inaugural official progress report to the council per the provisions of the recently executed Memorandum of Understanding. She stated that ODOT is currently conducting a 60-to-90-day assessment for a potential downtown "road diet" to convert the existing traffic pattern down to three lanes with a 14-foot center turning lane to slow traffic velocities and increase pedestrian safety. She also reported that new storefront awnings are actively being installed downtown for heat mitigation and beautification through EDTA funding partnerships. She stated that bids have been received for a new walkable alleyway mural on South Adair, and she reported that facade contractor estimates are expected next week for properties on West Graham. She also reported that 120 community volunteers gathered for the downtown cleanup day, collecting over 500 bags of refuse. She stated that a new mural installation on Graham Street will be unveiled during the "Weekend of Local" Shop Local event on the 17th, 18th, and 19th of the month. She also reported that bidding processes for the Graham Community Building interior renovations are complete, and she stated that Main Street is partnering with Northeast Tech to establish a specialized business academy for local entrepreneurs.

4. CONSENT AGENDA. (CONSENT ITEMS ARE TO BE VOTED ON FOR APPROVAL OR DENIAL BY ONE SINGLE MOTION WITHOUT DISCUSSION. ANY COUNCIL MEMBER WISHING TO DISCUSS AN ITEM MAY REQUEST IT BE REMOVED AND PLACED ON THE REGULAR AGENDA. ONLY THOSE ITEMS REMOVED WILL BE READ ALOUD.)

4a. APPROVE MINUTES OF THE JUNE 16, 2026 COUNCIL MEETING.

4c. APPROVE PAYROLL PURCHASE ORDERS THROUGH JULY 17, 2026.

4d. APPROVE PENALTY ASSESSMENTS FOR PRYOR CREEK MUNICIPAL COURT FOR JUNE 2026 IN THE AMOUNT OF \$1,595.12.

- 4e. **APPROVE AN EXPENDITURE IN THE AMOUNT OF \$42,526.50 TO OMAG FOR PROPERTY INSURANCE POLICY #PRO140003311 FROM GENERAL INSURANCE – PROPERTY ACCOUNT #02-201-5045. THIS POLICY WILL BE BILLED QUARTERLY.**
- 4f. **APPROVE AN EXPENDITURE IN THE AMOUNT OF \$35,974.75 TO OMAG FOR GENERAL LIABILITY/AUTO POLICY #GLA1400017011 FROM GENERAL INSURANCE – FLEET ACCOUNT #02-201-5043. THIS POLICY WILL BE BILLED QUARTERLY.**
- 4g. **APPROVE AN EXPENDITURE IN THE AMOUNT OF \$4,324.00 TO LEADSONLINE FOR INVOICE #426090 TO BE PAID FROM POLICE CAPITAL OUTLAY ACCOUNT #44-445-5424. THIS IS THE ANNUAL SUBSCRIPTION FOR THE INVESTIGATIVE DATABASE USED BY THE DETECTIVE DIVISION.**
- 4h. **APPROVE AN EXPENDITURE IN THE AMOUNT OF \$4,218.28 TO AGRILAND FS, INC FOR INVOICE #40605920 FOR UNLEADED GASOLINE TO BE PAID FROM POLICE GAS AND OIL ACCOUNT #02-215-5102.**
- 4i. **APPROVE AN EXPENDITURE IN THE AMOUNT OF \$21,634.70 TO PRYOR ASPHALT FOR THE POLICE DEPARTMENT SHOOTING RANGE PARKING LOT FROM STREET REHAB PROJECTS ACCOUNT #14-145-5410. THIS EXPENDITURE IS TO BE REIMBURSED TO THE STREET DEPARTMENT FROM A CHEROKEE NATION DONATION WHEN RECEIVED.**
- 4j. **APPROVE ROUNDING RECREATION CENTER MEMBERSHIP RATES TO THE NEAREST MULTIPLE OF .05 TO ENSURE COMPLIANCE WITH THE OKLAHOMA COMMON CENTS ACT (HB 2075). THIS ACT WILL BE EFFECTIVE NOVEMBER 1, 2026.**
- 4k. **APPROVE AN EXPENDITURE IN THE AMOUNT OF \$3,585.00 TO PAYLOCITY FOR A TIME CLOCK FOR THE RECREATION CENTER TO BE PAID FROM RECREATION CENTER CAPITAL OUTLAY - EQUIPMENT ACCOUNT #84-845-5410.**

Motion was made by Brashears, second by Tramel to approve the consent agenda less item b.
Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Graybill, Tramel, Brown and Smith.
Voting no: none. *Motion passed.*

4b. APPROVE CLAIMS FOR PURCHASE ORDERS THROUGH JULY 7, 2026.

Motion was made by Shropshire, second by Brashears to approve purchase orders through July 7, 2026.

Motion was amended by Shropshire, second by Brashears to approve purchase orders through July 7, 2026 less purchase order #2520253033 in the amount of \$1,094.00. Voting yes: Shropshire, Bradshaw, Brashears, Graybill, Tramel, Brown, Smith and Lamar. Voting no: none. *Motion passed.*

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	2520253115 - 911562B	\$197,120.39
STREET & DRAINAGE	911598B - 911592B	\$44,010.48
CEMETERY CARE	2520253027 - 2520253050	\$2,521.01
GOLF COURSE	2520253035 - 2520253149	\$67,502.92
CAPITAL OUTLAY	2520253130 - 2520253138	\$43,829.54
REAL PROPERTY ACQUISITION RESERVE	2520253133 - 2520253137	\$1,400.00
RECREATION CENTER	2520253108 - 2520253108	\$34,699.66
E-911	2520253037	\$196.26
LIBRARY SPECIAL CASH	2520253102	\$460.73
DONATIONS	2520253075 - 2520253019	\$7,028.20
EDTA	2520253146 - 2520253114	\$19,046.00
	TOTAL	\$417,815.19
<u>NO NEW BLANKETS</u>		

5. MAYOR’S REPORT: (ITEMS POSSIBLY REQUIRING DISCUSSION AND ACTION.)

5a. DISCUSSION AND POSSIBLE ACTION REGARDING NOMINATIONS FOR COUNCIL PRESIDENT. THIS CHANGE WILL TAKE EFFECT FOLLOWING THE ANNOUNCEMENT.

Motion was made by Brown, second by Smith to nominate Lori Bradshaw for Council President. Voting yes: Bradshaw, Brashears, Graybill, Tramel, Brown, Smith, Lamar and Shropshire. Voting no: none. *Motion passed.*

5b. DISCUSSION AND POSSIBLE ACTION REGARDING THE ANNOUNCEMENT OF THE CREATION OF A CITIZEN OF THE YEAR PROGRAM AND THE CREATION OF A CITIZEN COMMITTEE TO BE LED BY COUNCILWOMAN LORI BRADSHAW.

Motion was made by Shropshire, second by Brown to approve the announcement of the creation of a Citizen of the Year program and the creation of a citizen committee to be led by Councilwoman Lori Bradshaw. Voting yes: Brashears, Graybill, Tramel, Brown, Smith, Lamar, Shropshire and Bradshaw. Voting no: none. *Motion passed.*

5c. DISCUSSION AND POSSIBLE ACTION REGARDING THE PARK BOARD'S RECOMMENDATION TO REBRAND THE PRYOR CREEK GOLF COURSE USING THE NEW CITY BRANDING, EFFECTIVE IMMEDIATELY.

Motion was made by Lamar, second by Brown to approve the Park Board's recommendation to rebrand the Pryor Creek Golf Course using the new city branding, effective immediately. Voting yes: Graybill, Tramel, Brown, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none. *Motion passed.*

Mayor moved to the addendum.

ADDENDUM

1. DISCUSSION AND POSSIBLE ACTION REGARDING AN EXPENDITURE IN THE AMOUNT OF \$36,845.28 TO CASELLE, LLC FOR ANNUAL MAINTENANCE AND SUPPORT - 07/01/2026 - 06/30/2027 FROM GENERAL SOFTWARE ACCOUNT #02-201-5260.

Motion was made by Shropshire, second by Brashears to approve an expenditure in the amount of \$36,845.28 to Caselle, LLC for Annual Maintenance and Support - 07/01/2026 - 06/30/2027 from General Software Account #02-201-5260. Voting yes: Tramel, Brown, Smith, Lamar, Shropshire, Bradshaw, Brashears and Graybill. Voting no: none. *Motion passed. Scrivener's error: agenda read "6/30/2026".*

2. DISCUSSION AND POSSIBLE ACTION REGARDING THE STREET COMMITTEE RECOMMENDATION TO ALTER THE INTERSECTION OF SOUTH ELLIOTT AND 29TH ST.

Motion was made by Brashears, second by Shropshire to discuss the Street Committee recommendation to alter the intersection of South Elliott and 29th St.

Motion was amended by Brashears, second by Shropshire to table the Street Committee recommendation to alter the intersection of South Elliott and 29th St until the next Council meeting. Voting yes: Brown, Smith, Lamar, Shropshire, Bradshaw, Brashears, Graybill and Tramel. Voting no: none. *No action taken.*

3. DISCUSSION AND POSSIBLE ACTION REGARDING UPDATES AT EARL WARD PARK PRYOR CREEK GOLF COURSE AND CREATING AN INTERIM STRUCTURE FOR MANAGEMENT AND OPERATIONS PERTAINING TO BOTH EARL WARD PARK PRYOR CREEK GOLF COURSE AND THE EARL WARD PARK PRO SHOP.

Motion was made by Brown, second by Brashears to discuss updates at Earl Ward Park Pryor Creek Golf Course and creating an interim structure for management and operations pertaining to both Earl Ward Park Pryor Creek Golf Course and the Earl Ward Park Pro Shop.

The Mayor reported that the Bowmans have officially resigned from their roles at the golf course. He stated that the city's priority remains maintaining continuous operations without any disruptions to golf play. He also reported that employees formerly under Course Management Systems have been transitioned onto the city's account with Express Employment Professionals to secure an interim workforce. He stated that Parks and Recreation Director Mike Moore has been appointed to serve as the interim operational floater, and he reported that a pro shop employee named Boomer will assist in managing daily storefront activities. He also reported that the city is coordinating a potential municipal buyout of the remaining pro shop merchandise inventory and appliances. He stated that municipal entities are statutorily prohibited from directly holding retail alcohol licenses, and he reported that the administration is actively investigating regulatory partnerships with an independent local business or retail merchant to manage and stock the facility's adult beverage inventories via a structured revenue-sharing contract.

Motion was amended by Brown, second by Brashears to grant the Mayor temporary emergency spending authority to sustain traditional pro shop and grounds operations out of golf course enterprise funds, including full administrative autonomy to manage operational personnel, adjust temporary staffing tiers, and establish hourly compensation baselines within established budgetary limits. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, Graybill, Tramel and Brown. Voting no: none. *Motion passed.*

Mayor moved to the City Attorney's report.

6. CITY ATTORNEY’S REPORT: (ITEMS POSSIBLY NEEDING ACTION ON REQUESTS OR RECOMMENDATIONS.)

6a. ENTER PUBLIC HEARING

ZONING CHANGE FOR JARED GATES: A TRACT OF LAND SITUATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (N/2 NW/4 SW/4 NW/4) OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MAYES COUNTY, STATE OF OKLAHOMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID N/2 OF THE NW/4 OF THE SW/4 OF THE NW/4 A FOUND CUT “X”; THENCE NORTH 87 DEGREES 59 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 658.77 FEET AND ALONG THE SOUTH LINE OF SAID N/2 OF THE NW/4 OF THE SW/4 OF THE NW/4 TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01 DEGREES 36 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 205.61 FEET AND ALONG THE EAST LINE OF SAID N/2 OF THE NW/4 OF THE SW/4 TO A POINT 124.5 SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 87 DEGREES 59 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 498.77 FEET AND PARALLEL TO THE NORTH LINE OF SAID N/2 OF THE NW/4 OF THE SW/4 OF THE NW/4; THENCE SOUTH 01 DEGREES 36 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 155.56 FEET TO A POINT 50.0 FEET NORTH OF THE SOUTH LINE OF SAID N/2 OF THE NW/4 OF THE SW/4 OF THE SW/4 OF THE NW/4; THENCE SOUTH 87 DEGREES 59 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 160.00 FEET AND PARALLEL TO SAID SOUTH LINE TO A POINT ON THE WEST LINE OF SAID N/2 OF THE NW/4 OF THE SW/4 OF THE NW/4; THENCE SOUTH 01 DEGREES 36 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 50.00 FEET AND ALONG SAID WEST LINE TO THE POINT OF BEGINNING. ADDRESS: 705 N ELLIOTT.

No action taken.

6b. EXIT PUBLIC HEARING

No action taken.

6c. DISCUSSION AND POSSIBLE ACTION REGARDING THE ZONING CHANGE FOR: JARED GATES (LEGAL AS READ ABOVE) FROM RESIDENTIAL SINGLE (RS) TO COMMERCIAL AUTOMOTIVE RECREATION (CAR) FOR AN RV PARK. THE PLANNING & ZONING COMMISSION RECOMMENDED AGAINST THIS ZONING CHANGE ON JUNE 25, 2026, TO WHICH JARED GATES FILED A WRITTEN APPEAL TO BE HEARD BY CITY COUNCIL.

No action taken.

6d. DISCUSSION AND POSSIBLE ACTION REGARDING AN EXPENDITURE IN THE AMOUNT OF \$10,000.00 TO CROWE & DUNLEVY, A PROFESSIONAL CORPORATION, FOR ONE HALF THE ARBITRATION COSTS FOR FOP LODGE 116 AND BENNETT V. CITY OF PRYOR CREEK FROM ATTORNEY MISC. LEGAL EXPENSES ACCOUNT #02-211-5341.

Motion was made by Brown, second by Brashears to approve an expenditure in the amount of \$10,000.00 to Crowe & Dunlevy, A Professional Corporation, for one half the arbitration costs for FOP Lodge 116 and Bennett v. City of Pryor Creek from Attorney Misc. Legal Expenses Account #02-211-5341. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Graybill, Tramel, Brown and Smith. Voting no: none. *Motion passed.*

6e. POSSIBLE EXECUTIVE SESSION PURSUANT TO THE OKLAHOMA OPEN MEETINGS ACT FOR THE PURPOSE OF CONFIDENTIAL COMMUNICATIONS WITH ATTORNEY REGARDING FOP NO. 116 FLSA SETTLEMENT DEMAND LETTER. (25 O.S. 307(B) (4))

Motion was made by Graybill, second by Brown to enter Executive Session at 8:05 p.m. Voting yes: Shropshire, Bradshaw, Brashears, Graybill, Tramel, Brown, Smith and Lamar. Voting no: none. *Motion passed.*

6f. CONSIDER RESUMING REGULAR SESSION. NO ACTION TAKEN DURING EXECUTIVE SESSION.

Motion was made by Brown, second by Brashears to exit Executive Session at 8:40 p.m. Voting yes: Shropshire, Bradshaw, Brashears, Graybill, Tramel, Brown, Smith and Lamar. Voting no: none. *Motion passed.*

6g. DISCUSSION AND POSSIBLE ACTION BASED ON EXECUTIVE SESSION PURSUANT THE OKLAHOMA OPEN MEETINGS ACT FOR THE PURPOSE OF CONFIDENTIAL COMMUNICATIONS WITH ATTORNEY REGARDING FOP NO. 116 FLSA SETTLEMENT DEMAND LETTER.

Motion was made by Brashears, second by Lamar to take no action based on Executive Session pursuant the Oklahoma Open Meetings Act for the purpose of confidential communications with attorney regarding FOP No. 116 FLSA Settlement Demand Letter. Voting yes: Bradshaw, Brashears, Graybill, Tramel, Brown, Smith, Lamar and Shropshire. Voting no: none. *Motion passed.*

7. COMMITTEE REPORTS: (ITEMS, SUCH AS NEXT MEETING DATE, NEEDING TO BE REPORTED. NO OPEN DISCUSSIONS ALLOWED. ANY ITEMS REQUIRING DISCUSSION ARE TO BE ADDED TO THE MAYOR’S REPORT PRIOR TO POSTING OF AGENDA.)

7a. BUDGET AND PERSONNEL.

Tramel reported that the next meeting is scheduled July 14, 2026.

7b. STREETS AND MAINTENANCE.

Lamar reported that the next meeting is scheduled July 28, 2026. He also reported that he intends to add a discussion item regarding the issue on Mable Clayton Road.

7c. ORDINANCE AND INSURANCE.

Brown reported the next meeting will be scheduled as needed.

8. UNFORESEEABLE BUSINESS. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

There was no unforeseeable business.

9. ADJOURN.

Motion was made by Brashears, second by Brown to adjourn at 8:43 p.m. Voting yes: Brashears, Graybill, Tramel, Brown, Smith, Lamar, Shropshire and Bradshaw. Voting no: none. *Motion passed.*

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Mayor Doyle called the meeting to order at 8:43 p.m.

2. APPROVE MINUTES OF THE JUNE 16, 2026 MEETING.

Motion was made by Graybill, second by Brown to approve the minutes of the June 16, 2026 meeting. Voting yes: Graybill, Tramel, Brown, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none. *Motion passed.*

3. APPROVE CLAIMS FOR PURCHASE ORDERS FOR THE PRYOR PUBLIC WORKS AUTHORITY THROUGH JULY 7, 2026.

Motion was made by Brashears, second by Bradshaw to approve purchase orders for the Pryor Public Works Authority through July 7, 2026. Voting yes: Tramel, Brown, Smith, Lamar, Shropshire, Bradshaw, Brashears and Graybill. Voting no: none. *Motion passed.*

4. UNFORESEEABLE BUSINESS. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

There was no unforeseeable business.

5. ADJOURN.

Motion was made by Brashears, second by Brown to adjourn at 8:45 p.m. Voting yes: Brown, Smtih, Lamar, Shropshire, Bradshaw, Brashears, Graybill and Tramel. Voting no: none. *Motion passed.*

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN ZAC DOYLE

MINUTES WRITTEN BY CITY CLERK HANNAH MORRIS

Memorandum of Understanding (MOU)
Between
Kingdom Community Development Services Corporation (KCDS)
KCDS Rural Health Wellness Initiative
and
The City of Pryor Creek, Oklahoma

1. Purpose

This Memorandum of Understanding (MOU) establishes a formal collaborative partnership between Kingdom Community Development Services Corporation (KCDS) and the City of Pryor Creek, Oklahoma, to improve rural health outcomes through the KCDS Rural Health Wellness Initiative under Rural Regional Reorientation (RRR) and Rural Health Transformation Program (RHTP) funding opportunities.

The purpose of this partnership is to expand access to preventive healthcare services, address chronic disease, reduce avoidable emergency department utilization and hospital admissions, strengthen health education, and improve overall community wellness.

Together, KCDS and the City of Pryor Creek commit to creating a community-centered model where residents have access to early disease detection, nutrition education, telehealth services, and resources that empower individuals and families to become active participants in improving their health.

2. Parties and Contact Information

Kingdom Community Development Services Corporation (KCDS)

Program: KCDS Rural Health Wellness Initiative

Address: 37260 South 4210 Road, Inola, Oklahoma 74036

Phone: (918) 688-8389

Email: kcdsinola@gmail.com

City of Pryor Creek, Oklahoma

Address: _____

Phone: _____

Primary Contact: _____

Email: _____

3. Mission Alignment

KCDS is a Native American, faith-based nonprofit organization dedicated to strengthening rural Oklahoma communities through health access, food security initiatives, education, and sustainable community partnerships.

The City of Pryor Creek shares KCDS' commitment to improving the health and quality of life of its residents by addressing chronic disease risk factors, improving access to preventive services, and supporting innovative community-based health solutions.

This collaboration recognizes that chronic disease prevention begins with early screening, health education, improved nutrition, and accessible care pathways.

4. KCDS Responsibilities

KCDS agrees to provide the following services and resources within the City of Pryor Creek:

- a. Chronic Disease Screening and Prevention
 - i. Heart health screenings, including blood pressure and cardiovascular risk assessments.
 - ii. Diabetes screening and prevention education.
 - iii. Elevated lipid/cholesterol screening and education.
 - iv. Depression and behavioral health screenings.
 - v. Food insecurity screening and referral to supportive resources.
 - vi. Targeted Veteran (VA) screenings, outreach, navigation, and support services.
- b. Health Education and Wellness Programming
 - i. Nutrition demonstrations and chronic disease prevention education.
 - ii. Produce prescription programming to increase access to fresh fruits and vegetables.
 - iii. Education designed to improve healthy lifestyle behaviors and reduce chronic disease risk.
- c. Youth and Family Development

- i. Financial literacy education for children and youth ages 6–17, promoting long-term economic stability and healthy decision-making.
- d. Telehealth Access
 - i. Establish and operate telehealth access services connecting residents to healthcare providers, specialists, behavioral health professionals, and other supportive services.
- e. Program Administration and Evaluation
 - i. KCDS will maintain program oversight, community outreach, data collection, outcome reporting, and compliance with applicable RHTP/RRR grant requirements.

5. City of Pryor Creek Responsibilities

The City of Pryor Creek agrees to support the success of this initiative by:

- a. Providing dedicated community space to establish a Telehealth Hub, health screening location, nutrition demonstration area, and community outreach site.
- b. Assisting with community awareness, participant engagement, and promotion of available services.
- c. Collaborating with KCDS to identify community needs, barriers to care, and opportunities to improve health outcomes.
- d. Supporting community events and health initiatives that align with the goals of this partnership.
- e. The City’s in-kind contribution of community space and local support demonstrates a commitment to sustainable, community-driven health improvement.

6. Shared Goals and Community Outcomes

KCDS and the City of Pryor Creek agree to work together toward the following outcomes:

Goal 1: Reduce Chronic Disease Burden

Increase early identification of hypertension, diabetes, elevated cholesterol, depression, food insecurity, and other risk factors contributing to chronic disease.

Goal 2: Reduce Avoidable Healthcare Utilization

Increase preventive intervention and community support to reduce avoidable emergency department visits, prevent disease progression, and decrease preventable hospitalizations.

Goal 3: Improve Nutrition and Healthy Lifestyle Behaviors

Empower residents of all generations with practical nutrition education, access to healthy foods, and skills necessary to make lifelong healthy choices.

Goal 4: Expand Access to Healthcare

Provide a trusted local access point for telehealth services, screenings, health navigation, and community resources.

Goal 5: Build a Healthier Future Generation

Equip children and youth with financial literacy, nutrition knowledge, and wellness education to create a culture of health and personal responsibility for generations to come.

7. Data, Evaluation, and Reporting

The parties agree to collaborate in measuring program effectiveness through participation data, screening outcomes, community feedback, referral tracking, health education attendance, and other metrics required under applicable RHTP/RRR funding and evaluation requirements.

All data sharing shall comply with HIPAA and other applicable privacy regulations.

8. Financial Arrangements

This MOU does not create a financial obligation between KCDS and the City of Pryor Creek unless otherwise agreed upon in a separate written agreement.

The City of Pryor Creek's contribution may include in-kind support through the provision of community space, promotion, and local collaboration.

Any grant-funded expenditures will be administered according to approved RHTP/RRR budgets and applicable federal and state requirements.

9. Term and Termination

This agreement shall become effective upon signature and remain in effect for a period of five (5) years, reflecting the long-term vision of the RHTP/RRR rural health transformation model, unless terminated earlier by either party with sixty (60) days written notice.

10. Signatures

By signing below, the parties acknowledge their commitment to collaborate in improving the health, well-being, and future of the residents of Pryor Creek, Oklahoma.

Kingdom Community Development Services Corporation (KCDS)

Name:

Title:

Signature:

Date:

City of Pryor Creek, Oklahoma

Name:

Title:

Signature:

Date:

Partnership Vision Statement

KCDS and the City of Pryor Creek envision a healthier community where every resident has access to preventive care, nutritious foods, health education, and innovative healthcare services. Through proactive screenings, telehealth access, and community-based education, this partnership strives to reduce the burden of heart disease and chronic illness, decrease preventable hospital stays, and inspire future generations to eat healthier, live stronger, and become the change they wish to see in their community



HOOD
AND ASSOCIATES CPAs, PC

■ 1821 SE Washington Blvd

■ Bartlesville, OK 74006

Phone: 918-336-7600

E-mail: AR@hoodcpas.com

Web: <https://audit.hoodcpas.com/>

Invoice: 103212

Date: 06/30/2026

Due Date: 07/14/2026

CITY OF PRYOR
P.O. BOX 1167
PRYOR, OK 74362-1167

For professional service rendered as follows:

Final billing for the audit of the financial statements for the year ended 6/30/25 6,581.00

Billed Time & Expenses \$6,581.00



Invoice Total \$6,581.00

Please return this portion with payment.

Invoice: 103212

ID: CITYPRYOR07
CITY OF PRYOR

Date: 06/30/2026

Due Date: 07/14/2026

Card Type: _____ CVV : _____

Amount Due: \$6,581.00

Card #: _____ Exp Date: _____

Amount Enclosed: \$ _____

Signature: _____

All balances over 30 days will be assessed a service charge of 18%.

Administrative Assistant Job Description

Position Summary: Coordinates and administers key administrative services supporting the effective operation of City Hall. Oversees legislative administration, municipal communications, technology coordination, and organizational systems while providing administrative support to the Mayor and coordinating legislative operations of the City Council and assigned boards and commissions.

PRINCIPAL DUTIES AND RESPONSIBILITIES

1. Legislative & Committee Administration

- a. **Agenda & Minutes Management:** Coordinate agenda requests, compile documentation, and post/file agendas and minutes for the City Council and all assigned boards and commissions.
- b. **Committee Support:** Record minutes for City Council and all assigned boards and commissions.
- c. **Post-Meeting Compliance:** Coordinates implementation of legislative actions following Council and board meetings, including execution, filing, codification, distribution, and retention of official documents.
- d. **Appointment Tracking:** Maintain records of committee memberships, oaths, term expirations, and appointments; manage chamber materials including member nameplates.
- e. **Meeting Logistics:** Coordinate scheduling and logistical support for regular and special meetings of the City Council and assigned boards and commissions.

2. Digital Infrastructure & Chamber Technology

- a. **Broadcast Operations:** Manage chamber technology, set up YouTube live streaming, and oversee audio/visual production for all public municipal meetings.
- b. **Technology Coordination & User Support:** Provide first-level technical support, administer user accounts, coordinate technology vendors, and facilitate hardware and software maintenance for City Hall operations.
- c. **Google Workspace Administration:** Manage municipal email accounts, handle password resets, configure Email groups, and administer network permissions.
- d. **Technology Vendor Coordination:** Establish and maintain vendor relationships for necessary software and hardware purchases, upgrades and subscriptions.

- e. Asset Management: Maintain inventory records of electronics in City Hall, including laptops issued to Council members.

3. Municipal Communications & Media Relations

- a. Digital Media Management: Maintain and update the official City website, directories, and social media platforms with emergency alerts, public notices, and community updates.
- b. Publications & Reports: Compile the Coo-Y-Yah Report biannually and coordinate public calendar development (regular meeting schedules, holiday schedules, and city-wide events).
- c. Legal Notices: Publish official bid opportunities (e.g., right-of-way mowing) and mandatory job postings across newspaper, web, and social channels.

4. Financial Coordination & Program Administration

- a. Hotel/Motel Tax Administration: Oversee the receipt and filing of local hotel/motel taxes; manage compliance communications for delinquent accounts.
- b. Hotel/Motel Grant Administration: Administer the Hotel/Motel Grant program, including the development of materials, advertisement, scheduling, collection of applications and relevant documentation, and coordination of award distribution.
- c. Financial Reporting: Compile monthly sales tax income reports (Accounts Receivable) and bimonthly Golf/Recreation sales tax reports (Accounts Payable).
- d. Departmental Logistics: Manage training and travel logistics for all city departments, including conference registrations and travel booking.

5. Facility Safety & Operations

- a. Compliance Inspections: Perform routine safety and operational checks, including fire extinguisher and AED inspections.
- b. Operations: Generate and track maintenance work orders for City Hall facilities.

6. Administrative Systems & Process Improvement

- a. Documentation & Procedure Development: Develop, document, implement, and maintain administrative procedures supporting legislative, technology, communications, and operational functions.

- b. Process Improvement: Recommend and implement process improvements to increase operational efficiency and continuity.
 - c. Training & Standards Development: Develop training materials and standard operating procedures for assigned administrative functions.
7. Cross-Departmental Support & Backup Operations
- a. Municipal Court: Provides operational support through training, procedure development, and backup coverage to maintain continuity of operations.
 - b. Operational Backup: Backup coverage to maintain continuity of operations.
 - i. Processing Golf & Recreation deposits.
 - ii. Purchase order processing and Accounts Payable workflows.
 - iii. Cemetery inquiries and public record searches.

PO Box 1167 * Pryor Creek, Oklahoma 74362

Fiscal Year: 2025 - 2026

Date: 06/30/2026

Ship to: City of Pryor Creek
PO Box 1167
Pryor OK 74362

I hereby approve the issuance of this purchase order.

Purchasing Officer

I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance or said appropriation.

2474

Issue to: VISA - CARD SERVICES

P.O. BOX 875852
KANSAS CITY MO 64187-5852

Date: 06/30/2026

City Clerk

SB #144, SL 1977, REQUIRES THE VENDOR TO FURNISH AN ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS, A CLEAR DESCRIPTION OF EACH ITEM PURCHASED, ITS UNIT PRICE, THE NUMBER OR VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE AND THE DATE OF PURCHASE. THE INVOICE, TOGETHER WITH A SIGNED DELIVERY TICKET (IF SEPARATE FROM THE INVOICE) AND ANY OTHER SUPPORTING INFORMATION MUST BE ATTACHED TO THE ORIGINAL COPY OF THE PURCHASE ORDER WHEN FILED FOR PAYMENT.

Quantity	Description	Unit Price	Amount to be Encumbered	Account
1.00	PGA OF AMERICA - ANNUAL DUES 26/27	564.00	564.00	41-415-5038
1.00	GCSAA MEMBERSHIP DUES	530.00	530.00	41-415-5038
		Total	1,094.00	

THE INFORMATION REQUIRED BELOW THIS LINE NEED ONLY BE COMPLETED ON THE ORIGINAL COPY OF THE PURCHASE ORDER

FOR ALL PURCHASES OVER \$1000.00

DATE: 6/30/26

FOR INVOICES OVER \$2,500.00

Date Council Approved _____

Mayor Approval

I hereby certify that the merchandise and/or services described above has/have been satisfactorily received and that this purchase order is now a true and just debt of this city. The purchase order is therefore approved for consideration for payment by the governing board.

DATE: _____

Purchasing Officer

ADD TO INVENTORY (\$1,000.00 & over computers \$500.00 & over)

___ NON COLLUSION
(invoices over \$25,000.00)

INVENTORY CARD

ADD TO INSURANCE

INITIALS

APPROVAL BY GOVERNING BOARD

The purchase order is approved for payment in the amount indicated above.

Date: JUL 07 2020

Council Member

FOR BLANKET PO'S

Payment #	Amount
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Date approved by Council _____

Council Member

PAYMENT RECORD

CHECK NUMBER _____

AMOUNT \$ _____



PGA OF AMERICA
1916 PGA Parkway
Frisco, TX 75033-0819

DUES INVOICE

Dennis W. Bowman
102 Rustic Ln
Pryor, OK 74361-3184

DENNIS W. BOWMAN
MEMBER NUMBER: 03609069

DUE DATE

JUNE 30, 2026

PAYMENT OPTIONS

Pay Online:

account.pga.org

Pay by Phone:

(888) 263-5285

Pay by Mail with Check*:

The Professional Golfers'
Association of America

Finance Team
1916 PGA Parkway
Frisco, TX 75033-0819

**Print and include this invoice with
your check.*

ANNUAL DUES | JULY 2026 - JUNE 2027

South Central Section Dues Member A-1 2026	\$375.00
EIN: 73-0954849	

National Dues A-1 2026	\$125.00
EIN: 59-0785835	

Life Insurance 2026	\$44.00
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Liability Insurance 2026	\$15.00
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Member Assistance Program 2026	\$5.00
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SUBTOTAL	\$564.00
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VOLUNTARY CONTRIBUTIONS

PGA Medical and Disaster Relief Fund 2026	\$40.00
EIN: 65-1069292	

PGA Financial Assistance Fund 2026	\$40.00
EIN: 65-0443262	

SUBTOTAL	\$80.00
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TOTAL PAID	\$0.00
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BALANCE	\$644.00
----------------	-----------------

city visit *Dennis Bowman*



PGA OF AMERICA
1916 PGA Parkway
Frisco, TX 75033-0819

DUES RECEIPT

DENNIS W. BOWMAN
MEMBER NUMBER: 03609069

DATE PAID
JUNE 26, 2026

ANNUAL DUES | JULY 2026 - JUNE 2027

South Central Section Dues Member A-1 2026 EIN: 73-0954849	\$375.00
National Dues A-1 2026 EIN: 59-0785835	\$125.00
Life Insurance 2026	\$44.00
Liability Insurance 2026	\$15.00
Member Assistance Program 2026	\$5.00
SUBTOTAL	\$564.00
TOTAL PAID	\$564.00
BALANCE	\$0.00



MEMBERSHIP INVOICE

14520

1421 Research Park Drive • Lawrence, KS 66049-3859 • 785-841-2240 • 800-472-7878 • Fax 785-832-3643

Member Name: Mr. Dennis W Bowman

Invoice Number: 1593493

Member Contact :

Membership Cycle: 07/01/2027 - 06/30/2028

Contact Information

Please update information in space provided

Mailing Address:

102 Rustic Ln
Pryor, OK 74361-3184
United States

Email Address:

pryorgolfpro@sbcglobal.net

Phone Number:

(918)825-3056

Membership & Employment Details

Please update information in space provided

Membership Type: A

Would you like to continue to receive *Golf Course Management* magazine? ☐ YES ☐ NO

Your Current Job Title or Position is: Golf Course Superintendent

Golf Facility or Business Name: South Central Section PGA

Golf Facility or Business Type: Golf Related Business

Golf Facility Course Type: Other

Number of Holes: 0

Demographic Information

Gender: ☒ Male ☐ Female **Ethnicity:** ☐ American Indian or Alaska Native ☐ Hispanic or Latino ☒ White ☐ Other
☐ Black or African American ☐ Asian or Pacific Islander ☐ Multiracial ☐ Prefer not to answer

GCSAA Bylaws require that the following information be confirmed and returned with your dues remittance.

I hereby certify that my information is correct.

Member Contact's Signature _____ Date _____

Please Make A Copy For Tax Purposes:

GCSAA dues are not deductible as a charitable contribution for federal income tax purposes, but may be deductible as an ordinary and necessary business expense. GCSAA estimates that 6% of your membership dues are not deductible as this portion will be used for advocating positions on government issues, as well as for the payment of term life insurance dues for all eligible members (age 64 and younger) excluding students, affiliate company, facility, friend and any non-U.S. citizens.

The GCSAA Foundation is exempt from taxation under Code Section 501(c)(3) of the Internal Revenue Service. Your voluntary gift is deductible as a charitable contribution for federal tax purposes to the extent provided by law.

Payment Method *Make checks payable to: GCSAA*
U.S. Funds Only (U.S. dollars drawn on U.S. bank)

☐ Check ☐ Credit Card

Card Holder Name (please print)

Card Number _____ / 20 _____
Expiration Date

Card Holder's Signature

Fees	Membership Dues	\$530.00
	Paid Amount	\$530.00
	TOTAL DUES OWED	\$0.00
	Voluntary Contribution to The GCSAA Foundation	\$75.00
	TOTAL DUES and CONTRIBUTION	\$75.00
	Join or renew the Golden Tee Club by contributing an additional \$75 here.	
	TOTAL AMOUNT ENCLOSED	

Remit to

Mail:
1421 Research Park Dr
Lawrence, KS 66049-3859

Questions?
Contact member solutions at 800-472-7878

Fax: 785-832-3643

COMPLETED FORM MUST BE RETURNED WITH PAYMENT -- DON'T FORGET TO SIGN THE FORM

REN

14520 A Mr. Dennis W Bowman

1593493 07/01/2027 - 06/30/2028

\$530.00



**Golf Course Superintendents
Association of America**

1421 Research Park Drive

Lawrence, KS 66049-3859

Tel. 800-472-7878 or 785-841-2240

RECEIPT

Thank you for your support of the GCSAA.

If there is anything else you need please feel free to email membership.help@gcsaa.org or call (800) 472-7878.

Customer Name: Mr. Dennis W Bowman

Customer Address:
102 Rustic Ln
Pryor, OK 74361-3184

Payment Date: 06/26/2026

Payment Method: Credit Card

Payment Details: 43*****0473

Dennis Bowman

Name	Invoice	Product	Membership Start	Membership End	Total
Mr. Dennis W Bowman	1593493	A Membership Dues	07/01/2026	06/30/2027	\$530.00
				Total Amount:	\$530.00

Dennis Bowman
city visit

<u>Payment No.</u>	<u>Account No.</u>	<u>Due Date</u>	<u>Amount Due</u>	\$5,361.58
3	225401102	07/14/2026		

Bank of Commerce
P.O. Box 29
Chelsea, OK 74016

<u>After</u>	<u>Pay</u>
07/25/2026	\$5,386.08

CITY OF PRYOR CREEK
PO BOX 1167
PRYOR OK 74362

For Financial Institution Use

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⑈5555 0000⑈

225401102⑈

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Page 27 of 124



WWW.KANSASGOLFANDTURF.COM

310-991-2019 316-267-9111
5701 N CHUZY DRIVE WICHITA, KS 67219

QUOTE

ATTENTION: Dennis Bowman
Pryor Creek Golf Course

MANUFACTURER:	MODEL DESCRIPTION:	SALE PRICE
Smithco	SAND-STAR CVT MECHANICAL Drive (Gasoline Engine 10 hp/7.5 kW, 2-wheel drive, Mechanical Steer)	\$16,522.00
	Light Kit	\$506.00
	40" Aluminum Manually Operated Plow	\$1,620.00
	72" (189 m) Pro Rake	\$1,428.00
	Freight/Setup	<u>\$1,500.00</u>
		\$21,576.00



Smithco	SAND STAR I (Gasoline Engine 16 hp/12 kW, 2-wheel drive, Mechanical Steer)	\$22,332.00
	LED Light Package	\$506.00
	40" Aluminum Manually Operated Plow	\$1,620.00
	72" Tournament Rake	\$2,278.00
	Freight/Setup	<u>\$1,500.00</u>
		\$28,236.00

Smithco	SAND STAR III (Gasoline 18 hp/14 kW, 2 or 3 wheel on/off Parallel drive Power Steering)	\$24,928.00
	LED Light Package	\$506.00
	40" Aluminum Manually Operated Plow	\$1,620.00
	72" Tournament Rake w/Flex-Brush Raking System	\$3,626.00
	Freight/Setup	<u>\$1,500.00</u>
		\$32,180.00

Oklahoma State Contract SW0196KG

DELIVERY	\$0.00
FREIGHT AND SETUP	\$0.00
SUB TOTAL:	\$0.00
TAX:	\$0.00
TOTAL PRICE:	<u>\$0.00</u>

THANK YOU FOR CONSIDERING KANSAS GOLF AND TURF FOR ALL YOUR EQUIPMENT NEEDS. THE PRICES QUOTED ARE VALID FOR 20 DAYS. PAYMENT QUOTED IS SUBJECT TO CHANGE AT ANY TIME. LEASE PAYMENTS DO NOT INCLUDE ANY ASSOCIATED SALES OR PROPERTY TAXES.

QUOTE BY: DAVE CAMUSO, KGT

Approved by: _____

Date: _____



Professional Turf Products, L.P.
 2201 N Beech Ave
 Broken Arrow, Ok 74012
 Derrick Trotter
 (682) 416-1905
 trotterd@proturf.com



Ship To	Pryor Creek Golf Course	Date:	6/24/2026
Bill To	SOURCEWELL (CONTRACT #112624)	Estimated Tax Rate	
Contact	Dennis Bowman		
Address	724 Park St, Pryor, OK 74361	Trade-In	
Phone	(918) 373-2921	Finance	
Email	bowmand@pryorcreek.org	Account Type	CONTRACT
		CPQ: ID	04520078
Comments:	Sourcewell Cooperative Contract #112640-TTC; City of Pryor Creek ID #205335. Applicable property & sales tax not included. Quote inclusive of equipment setup & delivery.		

Proposal

Qty	Model #	Description	Selling Price
1	08743	Toro Sand Pro 3040	\$23,254.58
1	08714	Manual Blade (40 Inch)	\$2,030.62
1	08732	Weeder Tine Toolbar	\$1,257.56
1	08838	Midmount Toolbar System	\$1,819.79
1	08751	QAS Tooth Rake	\$2,014.08
1	30035	400 Hour Filter Maintenance Kit	\$152.45
		Toro Sand Pro 3040	\$30,529.08

SubTotal	\$	30,529.08
Destination		INCLUDED
Tax (Estimated)	\$	-
TOTAL	\$	30,529.08

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

- Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
- Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
- Order cancellations are subject to fees up to 10% of the original order value.
- Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
- Payments by Credit Card are subject to convenience fee.
- Used and Demo equipment is in high demand and availability is subject to change.
 - Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
 - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

- All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.

	REAR QAS ATTACHMENTS
TOOTH RAKE	Designed to lightly scarify, pack, smooth and groom in one pass. Use in dry or wet conditions and can improve the condition of neglected sports fields. Model 08751.
WEIGHT KIT FOR TOOTH RAKE	Additional weight for the Tooth Rake attachment to improve performance in coarse or wet conditions. Set of 5 weights. PN 115-4333.
QAS FLEX TOOTH RAKE	85" (216 cm) daily bunker groomer. Flexible rubber material will not tear liners or turf, allowing for edge grooming. Rubber groomers are reversible for longer life. Model 08767.
TOOTH RAKE BROOM	75" (190 cm) Brush – Attaches behind the Tooth Rake (08751) for a smoother finish. Model 08816.
PIVOTING TROWELS KIT	This kit allows independent outside trowels to pivot and rake across the entire turn which eliminates unraked teardrop – Attaches to Tooth Rake (08751). PN 119-7159.
SPRING RAKE	Leaf rake assembly designed to be used alone or in combination with the tooth rake (08751) to achieve desired appearance. Great for wet conditions and collecting debris in groomed areas (if used independently, requires QAS A-Frame Assembly, 108-9427). Model 08752.
DRAG MAT CARRIER SYSTEM	QAS-mounted carrier frame with hydraulic lifter allows operator to raise and lower drag mats without ever leaving the operator seat. 72" (183 cm) width. Model 08756.
COCO DRAG MAT	Quickly produces a premium finish on dry, level surfaces (requires Drag Mat Carrier System - 08756). Model 08758.
STEEL DRAG MAT	Designed to for more rugged surfaces to quickly groom and finish. Use on wet or dry sand surfaces (requires Drag Mat Carrier System - 08756). Model 08757.
AUTOMAT DRAG MAT	78" x 18" (198 cm x 46 cm). Steel drag mat is controlled by and works together with nail drag for single-pass scarification and finish grooming. Drag mat automatically engages the infield as the nail drag is lowered via Rear QAS. Features lock-out position when use is not required. Model 08763. Requires Nail Drag 08761. Compatible with QAS Flex Groomer 08762.
MANUAL DRAG MAT	78" x 36" (198 cm x 91.5 cm). Steel drag mat delivers exceptional finish grooming. Mat easily rolls up and stores on yolks provided. Model: 130-7852, Requires Nail Drag 08761. Compatible with QAS Flex Groomer 08762.
NAIL DRAG	Pivots to follow the contours of uneven field surface. Use to scarify, loosen, or weed before smoothing. Easily adjust nail pattern and depth. Accepts up to a 400 common nail. Model 08761.
QAS FLEX GROOMER	72" (182 cm) flexible groomer mounts to Nail Drag (08761) for single-pass infield scarification and grooming. Features lock-out position to restrict use without tools or removal. Model 08762. Requires Nail Drag 08761.
SEGMENTED GROOMING BROOM	Designed to minimize top surface disruption, to maximize firmness, and provide a smooth finished look in contoured bunkers. Model 08753.
REPLACEMENT SEGMENTED GROOMING BROOM	Replacement grooming broom with stiffer bristles. PN 110-8182.
WEIGHT KIT FOR SEGMENTED GROOMING BROOM	Additional weight for Segmented Grooming Broom to improve performance in coarse or wet conditions. Set of 4 weights. PN 112-0025.
QAS FINISH GRADER	Use to level and/or scarify large areas. Includes box plow and scarifier with spring load regulation to allow relief if obstruction is hit. Model 08754.
RAHN GROOMER	The Rahn GL650 Infield Groomer levels uneven playing fields, helping to prevent ridge build up while creating a more consistent infield. The triple row broom is perfect for finishing the playing surface and can be stored upright for easy transport. The 2-way leveling system provides both a lock and float position to match infield conditions. Rahn Groomer available from Rahn Industries at www.rahnsgroomer.com or 800-298-1707.
QAS SPIKER	Use for spiking greens and other formal turf to increase air flow for healthier turf. Model 08755.
BASIC DRAG MAT SYSTEM	Basic Drag Mat System, Model 112-1424 (requires 108-9427 & 110-1375)

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.





SAND PRO® 3040/5040

ATTACHMENTS & ACCESSORIES

Sand Pro 3040/5040

With the Quick Attach System™ (QAS) and over 30 attachments, the Sand Pro 3040 & 5040 are versatile utility vehicles with many uses on golf courses and sports fields. The QAS lets you change most attachments in under a minute, with no tools required. And the variety of attachments allows you to repair a bunker, groom wet or dry sand, blow debris or reconstruct a tee with one machine. The Sand Pro keeps your course or field in tournament condition every day.



Front Attachments



Hydraulic Flex Blade

- Steerable flex design provides ultimate control
- Levels, packs and smooths uneven areas in one pass
- Dual-function edge can be rotated on the jagged or smooth side



Manual Blade

- Spring-balanced steel blade is ideal for leveling uneven areas and pushing up bunker walls
 - Foot lever enables additional downward pressure
- #### 60" Blade Extension
- 60" (152 cm) blade for leveling larger areas



Lip Broom

- Hydraulically-powered lip broom maintains infield lips by removing ridge buildup and sweeping material back into infield

Available from Rahn Industries
RahnIndustries.com 800-298-1707



Nordic Plow

- Clears snow and debris from any surface
- Rounded edge will not harm turf, making quick work of aeration core clean up
- Mounts over Manual Blade or to front QAS (5040 only)

Available from Nordic Plow
NordicPlow.com 800-662-7569



Bunker Pump

- Throws water up to 40' (12 m) and can pump 95 gal/min (360 l/min)
- Adjustable throw direction and angle

Bunker Pump Remote Discharge

- 50' (15 m) discharge hose allows Bunker Pump to be placed in hard to reach areas

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8111 Lyndale Ave. S.
Burnsville, MN 55339-1174
Rev. 10-22

See your local Toro distributor for more information.



Sand Pro 3040/5040 Accessories and Attachments

Rear Attachments



Lip Broom

- Maintains infield lips by removing ridge buildup and sweeping material back into infield
- Use traction unit controls to adjust aggressiveness and speed
- Optional edging attachments for trimming cart paths and walkways

Available from Rahn Industries
RahnIndustries.com 800-298-1707



Segmented Grooming Broom

- Minimizes top surface disruption, maximizes firmness, and provides a smooth finished look

Replacement Segmented Grooming Broom

- Broom with stiffer bristles

Weight Kit for Segmented Grooming Broom

- Improve performance in coarse or wet conditions



Rahn® Groomer

- Use lock or float position to level uneven playing fields
- Prevents ridge build up and creates a safer infield

Available from Rahn Industries
RahnIndustries.com 800-298-1707

Mid Attachments



Weeder Tine Toolbar

- Ideal for removing weeds and grass from bunkers and infields



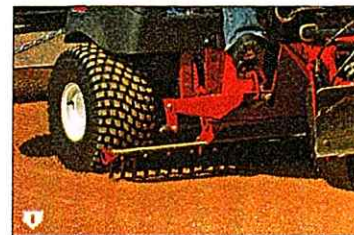
Spring Tine Toolbar

- Use for light to moderate scarifying and daily maintenance on bunkers and infields



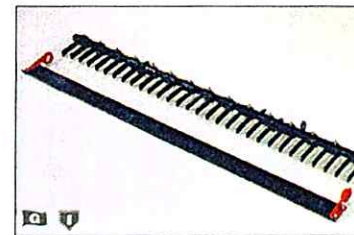
Solid Tine Toolbar

- Great for loosening compact bunkers and scarifying infields
- Tines can be rotated to maximize life



Carbide Tine Toolbar

- Carbide tips withstand the harshest conditions
- Perfect for loosening compacted infields



Leveling Blade

- Attach to any mid-mount toolbar
- Ability to lower blade independently of other toolbars
- Selectable depth setting for more consistent leveling



Sports Field Edger

- Maintain or renovate ball fields by removing overgrown turf infield or warning track lip build up

TORO®

F E A T U R E S

- Quick Attach System™ to change implements in seconds without tools
- Over 25 implements available
- Hydraulic power steering (5040)
- Exclusive steerable front attachments (5040)
- 16hp (11.9 kW) – 3040, 18hp (13.4 kW) – 5040 Vanguard® V-twin engine
- Responsive hydraulically-actuated front (5040) and rear attachments

Sand Pro® 3040/5040

BUNKER RAKE

Maintaining bunkers and a whole lot more.

It's time to demand more from your bunker rake. With the exclusive Quick Attach System™ (QAS) offering tool-free, quick attachment change outs and over 25 valuable attachments, the Sand Pro 3040 and 5040 are versatile utility vehicles with as many uses outside the bunker as in it. The Sand Pro 5040's optional front QAS provides added flexibility and exclusive steerable front attachments for surgical precision. The Toro Sand Pro keeps bunkers in tournament condition every day.



Sand Pro® 5040

Call your Toro distributor at 800-803-8676

Quotation developed for: Cari Boatright Ratat
 Organization ("Customer"): Pryor Public Library
 New Customer? ☐

Date: July 15, 2026
 Valid until: July 30, 2026

LET'S BUILD YOUR SOLUTION!

Get Platinum Complete to receive an additional 5% off!!!

Pick Your Base - Choose from Early Literacy Station, Bilingual Spanish Station, Bilingual French Station or AfterSchool Edge Station.

Enhance Your Setup & Save - Add an additional module to expand functionality — available for just \$839 when bundled with your base system.

Extend Your Protection - Your workstation includes a 3-year warranty. Upgrade to 4 or 5 years for added peace of mind and long-term value.

Additional Options - Maximize your investment with additional upgrades and options tailored to enhance performance and user experience.

Check out our Complete Workstation Essentials Package!

Please open your product upon receipt to confirm a safe delivery.

You have 30 days to request an exchange for equipment damaged in shipping.

Product Details	Product	Quantity	Unit Cost	Total
	AIO Model: Includes computer, keyboard, mouse, mouse pad and 3 year warranty			
(ages 2-8, 113 titles)	Early Literacy Station	0	\$ 3,902.00	\$ -
(ages 2-8, 96 titles)	Bilingual Spanish	0	\$ 3,902.00	\$ -
(ages 6-12, 96 titles)	AfterSchool Edge	0	\$ 3,902.00	\$ -
(ages 2-8 168 titles)	Early Literacy Station + Bilingual Spanish	0	\$ 4,741.00	\$ -
(ages 2-12, 167 titles)	Early Literacy Station + AfterSchool Edge	0	\$ 4,741.00	\$ -
(ages 2-12, 151 titles)	Bilingual Spanish + AfterSchool Edge	0	\$ 4,741.00	\$ -
(ages 2-12, 222 titles)	Early Literacy Station + Bilingual Spanish + AfterSchool Edge	1	\$ 5,580.00	\$ 5,580.00

* Upfront purchases of Content Module Add-ons at the initial point of sale receive \$100 discounts per module compared to adding them at a later date.

Warranty & Upgrades Extend Plan (for All-in-one's only):				
EXTEND1	1 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 4 yrs.)	0	\$ 650.00	\$ -
EXTEND2	2 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 5 yrs.)	0	\$ 1,300.00	\$ -
Options:				
PACKAGE	* Complete Workstation Essentials Package	1	\$ 328.00	\$ 328.00
	<i>* AWE headphones (2), audio y-splitter cable, breakaway audio adapter, Enhanced Support Stand, and surge protector</i>			
DJHP-AWE	AWE headphones with volume control, 90-Day limited warranty	0	\$ 42.00	\$ -
DJHP-AWE	AWE headphones with volume control, 90-Day limited warranty	0	BOGO	\$ -
Y SPLITTER	Audio Y-splitter cable, 6 inch (allows 2 set of headphones simultaneously)	0	\$ 14.00	\$ -
REPLUG	Replug Mini-Stereo Breakaway Audio Adapter	0	\$ 31.00	\$ -
AIO STAND	Enhanced Support Stand (for All-in-One units)	0	\$ 206.00	\$ -
SURGE PROTECTOR	Surge Protector	0	\$ 35.00	\$ -

Customer Trade In Program :

S/N:	S/N:
TBD	

Contact your AWE Learning account executive to learn more or visit www.awelearning.com/leasing.

DISCOUNT	Summer Savings Ahead	10.00%	\$ (558.00)	(558.00)
DISCOUNT	Happy Birthday America	\$ (250.00)	1	(250.00)
DISCOUNT	Trade In Program	\$ (75.00)	\$ (75.00)	(75.00)
*SHIPPING	SHIPPING AND HANDLING	All-in-One	1	90.00
SHIPPING	SHIPPING AND HANDLING	Stands/Essentials	1	25.00
* Surcharge for Alaska and Hawaii will be applied		Estimated Sales Tax	0.000%	-
Market: <u>Library (LIB-LIB)</u>		TOTAL		5,140.00

If you are exempt, please include a copy of your sales tax certificate

NOTE: An authorized customer contact should sign and return a copy of this quote to AWE by the Valid Until date, to accept this price quote.

AWE Acquisition, Inc.		2026
Edward Bell	7/15/2026	
(Signature)	Date	(Signature) Date
		When fully executed, this document, including the attached Terms and Conditions which are incorporated herein by reference, is a binding Agreement
Edward Bell		Cari Boatright Ratat / Director
(Print Name)		(Print Name) / (Title)
Senior Account Executive		reratc@pryorlibrary.org / 918-825-0777
(Title)		Email Address & Phone Number

* All invoices are sent via email

From where do the funds for this purchase originate? _____

Bill To Information	Ship To Information
Name: <u>Cari Boatright Ratat</u>	Name: <u>same as billing</u>
Organization: <u>Pryor Public Library</u>	Organization: _____
Address: <u>505 E. Graham Ave</u>	Address: _____
City, State, Zip: <u>Pryor, OK 74361</u>	City, State, Zip: _____
Phone / Fax: <u>918-825-0777</u>	Phone / Fax: _____
Email: <u>reratc@pryorlibrary.org</u>	Email: _____

PAYMENT TYPE: ☐ Net 15 Terms or Credit Card: ☐ VISA ☐ MC ☐ AMEX / # _____ EXP. _____ CVV: _____

A 3% fee will be applied to the total invoice amount charged for all credit card orders. NAME ON CREDIT CARD (If Applicable): _____

Key (primary AWE) Contact NAME: _____ as above Email: _____ Phone: _____
 Warranty & Upgrade Contact NAME: _____ Email: _____ Phone: _____

Terms and Conditions

General: These Terms and Conditions are incorporated by reference into each Quotation or Purchase Agreement with an invoice to Customer, and form part of a legally binding agreement between Customer and AWE Acquisition, Inc. ("AWE"), which are referred to herein as either "Terms and Conditions" or this "Agreement." Customer agrees to these Terms and Conditions by 1) entering into a Purchase Agreement with AWE; 2) accepting delivery of and/or using the material or service provided by AWE to Customer; or 3) downloading, installing or using any software or content provided to you by AWE. These Terms and Conditions are subject to change without prior notice.

Invoicing and Payment: AWE will invoice Customer for all AWE learning products and related accessories when they are shipped to the Customer. AWE will invoice Customer for subscription and renewal products including all ELF™ products when activated. All invoices are sent via e-mail unless Customer provides a written request for a hardcopy. Emailed invoices are binding as a paper invoice even if a paper invoice is requested. Customer agrees to make payment for the full invoice amount due to AWE according to the invoice to Customer within 15 days of the invoice date ("Due Date"). Any payment received after the Due Date is considered past due ("Past Due.") A 3% fee will be applied to the total invoice amount charged for all credit card orders.

Packaging: If you are not trading in your unit as part of the Customer Loyalty Program (see below) then keep original packaging. Units are required to be returned in original packaging if repairs are needed in the future. The Company reserves the right to charge customer \$25.00 if it is necessary for the Company to ship an empty box with packaging to the customer. If customer traded in their older unit in the original packaging of the new unit then this fee will be waived.

Returns and Exchanges: Customer has thirty (30) calendar days to return or exchange a hardware item from the date it was received. Only items that have been purchased directly from AWE can be returned or exchanged. To return or exchange an item to AWE, Customer must first email support@awelearning.com to request a return merchandise authorization (RMA) number. All returned items must be repackaged in their original packaging with all cords, adaptors, and documentation that were included with the original shipment. Partial returns will not be accepted. All returns must be received by AWE within twenty (20) calendar days from the RMA issuance date. A restocking fee of 15% (of the purchase price) will be charged to Customer for all returns and exchanges. Customer is responsible for all applicable return shipping and packaging costs. AWE Learning will provide a return shipping label; associated costs will be deducted from your order refund for return postage.

Delinquent Payment: The Customer agrees to pay interest on all Past Due amounts at the lesser of 1.5% per month or the highest rate allowed by law. In the event legal action is required to collect any amount due, Customer also agrees to pay collection costs and attorney's fees incurred by AWE in a successful collection effort. AWE may suspend services, suspend further shipment of product(s) and/or terminate the Agreement in the event that Customer fails to make full payment within thirty (30) days after receiving notice of delinquency. Notice of delinquency may be sent via email or hard copy. Termination of the Agreement shall not alter Customer's obligation to make full payment under this Agreement.

End User Rights Granted: Access to and use of ELF™, other software, and all other information, administrative tools, and documentation that may be included in or with AWE products (the "Content") are non-exclusively licensed, and not sold, to Customer, without the right to grant sublicenses, re-sell, distribute or otherwise commercially exploit. During the term of this license and any subsequent license renewals (the "License Period"), AWE grants the Customer the right only to use the Content as an End User. Customer shall not copy in whole or in part (except for back-up purposes only), reproduce, modify, adapt, translate, auction, loan, lease, assign or transfer the Content, or create derivative works based upon the Content.

Limited Warranty on Hardware: Hardware warranties are an extension of, and limited to, the OEM warranty. AWE warrants that hardware products and accessories sold by AWE will be free against defects in materials and workmanship when used normally during the warranty period. Warranty periods vary by product. The Warranty does not cover defects or problems resulting from: (i) External causes such as accident, abuse, misuse, or electrical power problems; (ii) Servicing not authorized by AWE; (iii) Usage not in accordance with product instructions; (iv) Improper or unauthorized maintenance or modification; or (v) Usage of accessories, parts, or components not supplied or supported by AWE. This Limited Warranty does not cover any Products for which AWE has not received payment.

Warranty, Upgrade and Services Period on Bundled Products: AWE bundled hardware and software desktop products ("AWE Learning Stations") include a three-year limited warranty period, periodic software upgrades, and On-line Services from the date of shipment. AWE will notify customer periodically of software upgrade as they become available. AWE bundled hardware and software tablet products ("AWE Tablets") include a two-year limited warranty, no software upgrades, and On-Line services from the date of shipment. AWE's limited warranty on AWE Learning Stations and AWE Tablets is limited to the computer, software, keyboard, and mouse. Headphones and All In One Stands include a 90-day limited warranty. Other optional accessories do not include a warranty.

Optional Extended Warranty, Upgrade and Services Period: Extended warranty, upgrade, and services are available for purchase within 90 days of the expiration of the original 3-year warranty for year four and five on eligible hardware and software products and accessories. Warranty, upgrade, and service periods must run consecutively (e.g., a year five extension may not be purchased without the purchase of a year four extension) and cannot exceed five years from the original date of shipment. Each one-year warranty, upgrade, and service extension will entitle Customer to all software updates during the extension period to the extent a software upgrade is released. AWE will notify Customer periodically of software upgrades as they become available. Customer is responsible for informing AWE of any changes to Customer's contact information and for scheduling and coordinating software upgrade installations. Extended warranties are not available for purchase if there is a known issue with the unit(s) for which the warranty is being purchased.

Optional Accidental Damage Warranty: Optional accidental damage warranty is available for purchase on eligible AWE Tablets. Accidental damage warranty provides coverage for certain physical loss or damage not covered by the limited hardware warranty as specified herein. AWE agrees to repair or replace tablet products covered under the accidental damage warranty during the coverage period for any physical loss or damage caused by: i) Accidental liquid spill in or on the tablet; ii) Accidental damage to the tablet due to unintentional drop or collision; or iii) Physical damage caused by any power surge. Accidental damage warranty does not cover physical loss or damage caused by: i) Damage due to being submerged in liquid or due to fire, flood, or other acts of nature; ii) Intentional damage; iii) Normal wear and tear; iv) Cosmetic damage; or iv) Theft or loss. AWE's liability is limited in the aggregate to the total purchase price of the tablet as evidenced in a valid purchase invoice. AWE may at its discretion decide to repair or replace the damaged item with items similar or equivalent to the original purchased item. There is a limit of only one claim per registered serial number.

On-line Services: On-line services include Customer access to AWE's customer web portal, Customer account management, usage tracking, and all on-line reporting and dashboard facilities ("On-line Services"). AWE maintains the right to disable On-line Services for Customer products whose warranty, upgrade, and services period has expired and/or whose contractual subscription has ended or been terminated.

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2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013
Phone (610) 833-6400 • Email: orders@awelearning.com • www.awelearning.com

Terms and Conditions (cont'd)

Technical Support and FAQ: For a list of frequently asked questions (FAQs) or to make a technical support request please visit us online at <http://awelearning.com/support/> or email us at support@awelearning.com.

Limitation of Liability: AWE warrants that it will perform all services associated within this agreement in a professional and workman like manner. In no event will AWE's liability whether in contract or tort, exceed the total amount of the fees and expenses paid to it by the Customer under this Agreement. Access to the ELF Child-Safe Browser™, and Platinum software content is provided on an "as is" basis and AWE makes no representations or warranties, either express or implied, of any kind with respect to the content and disclaims all warranties, express or implied, including, but not limited to, the merchantability and fitness for a particular purpose or the continued availability for use of the content. In the event of termination of access to the Content, in the case of subscribers, AWE's liability shall be limited to the refund to a registered subscriber of any subscriber fees corresponding to a pre-paid subscription. Institutional subscribers such as schools, child care, and libraries should independently verify that all Content provided via ELF is appropriate for the intended audience or educational purpose. AWE's liability for warranty replacement or repair is as stated above, and shall be strictly construed. AWE has no liability whatsoever for indirect, consequential or incidental damages under contract or tort or claims of loss of data, revenue or profits.

Liability and Indemnification: AWE shall indemnify, defend and hold harmless Customer, its officers, employees and designated representatives from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of an assertion that Customer's use of Content infringes on the intellectual property rights of a third party, or for bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was proximately caused by the intentional or negligent acts of any of AWE's officers, employees, agents or authorized sub-contractors (including suppliers). Customer shall indemnify defend and hold harmless AWE, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the intentional or negligent acts Customer's its officers, employees, agents or authorized sub-contractors (including suppliers).

Proprietary, Confidential and Non-Disclosure Agreement: Each party acknowledges that all information concerning the other party which is designated by the party as "Confidential and Proprietary" shall be deemed to be Confidential and Proprietary Information. Confidential and Proprietary Information is not meant to include any information, which, at the time of disclosure, is generally known by the public. Each party agrees that it will not permit the duplication, use, or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of their obligation under this Agreement and as necessary to secure the performance of obligations hereunder by legal means), unless authorized in writing by the other party. Neither party shall use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity releases or advertising without securing the prior written approval of the other party, such approval not to be unreasonably withheld; provided that AWE shall have the right, without Customer's approval to use Customer's name in its general list of customers. Each party agrees to hold in confidence any such Confidential and Proprietary information disclosed pursuant to this Agreement for a period of 3 years from the effective date of this Agreement. The parties shall have no obligation to maintain such information in confidence provided, they can show that such information (i) was in their possession prior to disclosure of such information, (ii) is or becomes publicly available through no fault of the party or (iii) was developed by the party independent of this Agreement.

Ownership Rights: AWE shall retain all right, title and interest in all technical information, inventions, patents, trade secrets, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other proprietary ideas, whether or not patentable or copyrightable, that are developed pursuant to performance of the services hereunder, or are included in the Content.

Relationship and Right to Employ: AWE is an independent contractor and nothing in this Agreement shall be deemed to create a partnership or joint venture between Customer and AWE. As an independent contractor, AWE shall be responsible for withholding and paying all employment taxes, unemployment insurance, workers' compensation insurance and benefits for its employees. During the term of this Agreement, and any extensions thereto, Customer and AWE agree not to engage in either solicitation or recruitment of each other's employees.

Term : This Agreement shall be effective when signed by both the Customer and AWE and thereafter remain in effect as hereinafter stated (unless otherwise stated in the Agreement). All AWE Learning Stations have an initial term of three years from the date of shipment, unless otherwise extended. AWE Tablets have an initial term of two years from the date of shipment, unless otherwise extended.

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Final Agreement: This Agreement and exhibits contain the final and entire agreement between the parties and is intended to be an integration of all prior agreements between them regarding the services. This Agreement cannot be modified except in a writing signed by both parties.

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2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013
Phone (610) 833-6400 • Email: orders@awelearning.com • www.awelearning.com

Customer Loyalty Program

General: The Customer Loyalty Program provides eligible Customers with a discount off the purchase of a new AWE Learning Station or AWE Tablet in return for trading-in a previously purchased AWE Learning Station or AWE Tablet. AWE requires that all models be sent back to AWE. AWE will provide free shipping for the trade-in via UPS. Machines being traded-in can be placed into the packaging of the new machine when it arrives. The Customer Loyalty Program is subject to change without prior notice.

Eligibility: Any Customer who has previously purchased an AWE Learning Station or Tablet, and desires to exchange it in return for a discount off the purchase of a new AWE Learning Station or Tablet, is eligible to participate in the Customer Loyalty Program. Only one credit will be provided per traded-in computer. Customer acknowledges and agrees that by participating in the Customer Loyalty Program, that the Customer owns the property free and clear of any lien or encumbrance and that it has full power and authority to transfer the ownership of said property.

Scheduling and Shipping: Participating customers who are trading-in a previous purchase will receive shipping instructions and UPS shipping labels from AWE Support (support@awelearning.com) as part of their purchase. Customer is responsible for ensuring the machine is received by AWE within 45 days after receipt of their new AWE Learning Station(s) and their return label(s), unless mutually agreed otherwise by Customer and AWE. Any cost associated with giving the package to their UPS driver or dropping the package off at their local UPS store or shipping partner is the responsibility of the Customer.

Packaging: Customer is responsible for packing the equipment using the packing materials received as part of the replacement purchase. Instructions will be provided.

Software/Data Backup: Customer is responsible for the backup of any data Customer needs or wishes to retain and for the removal of any confidential or sensitive data, including data that may be subject to unique rules regarding disclosure, accountability, or disposal. AWE is not responsible for the restoration of any data or software removed from the system by AWE or the Customer. AWE does not accept liability for lost data or software resulting from Customer's backup activities (or failure to backup), any restoration of data or software, or for compliance with special rules that may apply to data on Customer's equipment. Upon receipt, AWE Learning will wipe all data from the machine.

Fees: AWE Learning will not charge any fee to the Customer for return scheduling and shipping services (within the continental United States) provided that the Customer meets all Terms and Conditions of the Customer Loyalty Program. However, additional fees may apply for cancelled/rescheduled shipments. Customer is responsible for any costs incurred if incorrect products are identified and sent for shipment.

Failure to Return: If Customer fails to return the old traded-in model with 45 days, the trade-in credit will be reversed and an invoice will be sent to the Customer for the full amount of the credited value. The Customer agrees to remit payment in accordance with standard payment terms upon receipt of such invoice. Additional time required for shipments from Alaska, Puerto Rico, and Hawaii is acceptable.

Returns and Exchanges: The Customer Loyalty Program does not offer any different return or exchange from the standard policy for the new machine. Please refer to the standard policy in Returns and Exchanges above. For the old traded-in machine, AWE will not be able to return equipment once it has been shipped. If you would like to cancel your trade-in, cancellation requests can be made online using the support link on AWE's homepage (www.awelearning.com/support).

Not Transferable: These services are not transferable.

No Contaminated Products: The service is not intended for equipment that is or has become contaminated or suspected of being contaminated with chemicals, biological agents or other substances that are not integral to the original new equipment or otherwise associated with normal office environments.

Title and Risk of Loss: AWE will bear no risk of loss or damage to the equipment during shipment to AWE or its processing site(s). Title will be deemed to pass to AWE or its provider upon receipt and possession of the equipment by AWE or its provider.

Claims of Confidentiality of Proprietary Rights: Customer agrees that any information or data disclosed or sent to AWE, over the phone, telephonically, electronically or otherwise, is not confidential or proprietary to Customer.

Commercially Reasonable Limits to Scope of Service: In the course of providing the service, AWE may determine that the issue is beyond the scope of the service. AWE may use commercially reasonable efforts to refer Customer to the appropriate alternative resource.

Warranty: AWE warrants that it will perform the services with commercially reasonable care. AWE makes no other warranty and disclaims all other warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability: AWE will not be liable for lost profits, loss of business, lost data or software resulting from Customer's backup activities (or failure to backup), or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. Customer agrees that AWE is not liable or responsible for any amount of losses or damages above the aggregate dollar amount paid for the purchase of these services for the specific item or items of equipment which caused the losses or damages.

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Confidential & Proprietary

2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013
Phone (610) 833-6400 • Email: orders@awelearning.com • www.awelearning.com

AutoPay: Set up automatic payments that you can update whenever you want. Go to firstnetcentral.firstnet.com today.



Account summary

Your last bill	\$1,597.49
Payment, Jun 25 - Thank you!	-\$1,597.49
Remaining balance	\$0.00

Service summary

 Wireless	Page 2	\$2,943.83
--	--------	------------

Total services	\$2,943.83
----------------	------------

Total due **\$2,943.83**

Please pay by Jul 20, 2026

215-5061
KT

1149.3.0.219 14 SP 8.730 EP14F E7



PRYOR CREEK POLICE
504 E GRAHAM AVE
PRYOR OK 74361-3829

AutoPay enrollment

If I enroll in AutoPay, I authorize AT&T to pay my bill monthly by electronically deducting money from my bank account. I can cancel authorization by notifying AT&T at firstnetcentral.firstnet.com or by calling the customer care number listed on my bill. Your enrollment could take 1-2 billing cycles for AutoPay to take effect. Continue to submit payment until page one of your invoice reflects that AutoPay has been scheduled.

Bank Account Holder Signature: _____

Date: _____



Fiber Interactive

TECHNOLOGIES

Advanced Technology. Hometown Service.

Description	Rate	Qty	Line Total
L2-Tech-Labor Field Tech Network Configuration Labor	\$35.00	87	\$3,045.00
OaaS-COP-Police- Laptops Office as a service for Patrol car laptops	\$60.00	17	\$1,020.00
Virt-SVR-ODIS Virtual Server for ODIS with 32 Gig Memory and 2TB Disk Storage with Backups	\$324.00	1	\$324.00
Subtotal			4,389.00
Tax			0.00
Total			4,389.00
Amount Paid			0.00
Amount Due (USD)			\$4,389.00

Amount Due (USD)
\$4,389.00

Billed To
Jeremy Cantrell
Pryor Creek Police Department
502 East Graham Ave.
Pryor, OK 74361

Invoice Number
0011731

Date of Issue
07/08/2026

Due Date
07/18/2026

87-875-5430
KT

Terms

Please pay by Due Date above. A late payment fee of the greater of \$3.95 or 5% will be added to past due accounts.

Thank you for your Business!



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-800-978-2737
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGYPURM7

BILL TO

Pryor Creek Police Dept. - OK
504 E Graham Ave
Pryor, OK 74361-3829
USA

Invoice

Invoice ID INUS459628
Invoice Account 410586
Date 01-Jul-26
Payment Term Net 30 days
PO/DO #
Quote # Q-487545,
Sales Order #
Terms of Delivery FCA
Customer Reference Q-487545,

SHIP TO

Primary Address
504 E Graham Ave
Pryor, OK 74361-3829
USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %	Amount
1	T7Basic	2021 Taser 7 Basic Bundle	1.00	20.00000%	11,039.98
Bundled Line Subtotal					11,039.98

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
Item Line Subtotal								0.00

44-445-5424
KT

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS459628	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS459628	Reference No INUS459628	Tempe, AZ 85283
					Reference No INUS459628
Credit/Debit Card (MyAxon)				Have Questions?	
 If you have a MyAxon account and would like to pay via credit/debit card, use the QR code or visit https://my.axon.com/pay-invoice. Credit/Debit card payments are limited to invoice balances of \$100,000 USD or less.				If you have any questions call 1-800-978-2737 or email arinquies@axon.com.	

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Note: Customers who receive mailed invoices may not currently have access to MyAxon, or to the specific order that payment is due for. Users need elevated permissions to view/pay invoices for orders that were placed by other users

Invoice

Customer Account Pryor Creek Police Dept. - OK
Invoice Account 410586
Quote # Q-487545,

Invoice ID INUS459628
Date 01-Jul-26
Page 2 of 4

Sales Amount	11,039.98
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
Total	11,039.98
Credit Amount(s) Applied	0.00
Amount Received	0.00
BALANCE DUE	USD 11,039.98

Payment Due 31-Jul-26

KT

Invoice

Customer Account Pryor Creek Police Dept. - OK
Invoice Account 410586
Quote # Q-487545,

Invoice ID INUS459628
Date 01-Jul-26
Page 3 of 4

***Tax Note**

KT

Invoice

Customer Account Pryor Creek Police Dept. - OK
Invoice Account 410586
Quote # Q-487545,

Invoice ID INUS459628
Date 01-Jul-26
Page 4 of 4

Ship-to-address Legend*

1

Primary Address
504 E Graham Ave Pryor, OK 74361-3829 USA

KT

Monthly Statement

Jul 3, 2026

Statement Number: 667953-070326

Customer Number: 667953

PRYOR CREEK - MX EXPENSES

12 N Rowe St

Pryor, OK 74361



FLEET MANAGEMENT

Billing Solutions Team

ARBilling@efleets.com

1-866-556-2864

215-5092
KT

Combined Summary

Account	Previous Balance	Payments	Adjustments	New Charges	New Balance	Amount Due
Monthly Invoice	\$13,332.91	-	-	\$9,968.18	\$23,301.09	\$23,301.09
Total amount due:						\$23,301.09

Total amount due: \$23,301.09

Payment is due upon receipt, late if not paid by 2026-07-20

For additional billing details or to enroll
in autopay, visit Billing » Statements at:
<https://login.efleets.com>

Late payment warning: Past due items are subject to a
Finance Charge of 1.5% per month (annual rate of 18%)

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Lease Agreement and shall have all rights and obligations of the Lessor under the Master Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) (Insurance) and 12 (Indemnity) of the Master Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by FM Trust, and are payable at the direction of FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Please return bottom portion with your payment

Return Address:

PRYOR CREEK - MX EXPENSES

12 N Rowe St
Pryor, OK 74361

Statement Number	667953-070326
Payment Due Date	2026-07-20
Current Month Charges (FBN5671815)	\$9,770.41
Other Charges**	\$13,530.68
Total Amount Due	\$23,301.09

Mail To:

Enterprise FM Trust
Enterprise Fleet Management Customer Billing
PO Box 800089
Kansas City, MO 64180-0089
United States

Amount Enclosed:

\$

Make check payable to:

ENTERPRISE FM TRUST

** Other Charges include total of previous balances, finance charges,
and adjustments less payments received

For additional payment options, visit
Billing » Statements at: <https://login.efleets.com>

Monthly Statement

Jul 3, 2026

Statement Number: 643905-070326

Customer Number: 643905

CITY OF PRYOR CREEK, OKLAHOMA
12 N Rowe St
Pryor, OK 74361-3825



FLEET MANAGEMENT

Billing Solutions Team

ARBilling@efleets.com

1-866-556-2864

Combined Summary

Account	Previous Balance	Payments	Adjustments	New Charges	New Balance	Amount Due
Monthly Invoice	\$10,330.71	(\$10,330.71)	-	\$10,326.21	\$10,326.21	\$10,326.21
Total amount due:						\$10,326.21

Total amount due: \$10,326.21

Payment is due upon receipt, late if not paid by 2026-07-20

For additional billing details or to enroll
in autopay, visit Billing » Statements at:
<https://login.efleets.com>

Late payment warning: Past due items are subject to a
Finance Charge of 1.5% per month (annual rate of 18%)

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Lease Agreement and shall have all rights and obligations of the Lessor under the Master Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) (Insurance) and 12 (Indemnity) of the Master Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by FM Trust, and are payable at the direction of FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Please return bottom portion with your payment

Return Address:

CITY OF PRYOR CREEK, OKLAHOMA
12 N Rowe St
Pryor, OK 74361-3825

Statement Number	643905-070326
Payment Due Date	2026-07-20
Current Month Charges (FBN5688790)	\$10,326.21
Other Charges**	\$0.00
Total Amount Due	\$10,326.21

Mail To:

Enterprise FM Trust
Enterprise Fleet Management Customer Billing
PO Box 800089
Kansas City, MO 64180-0089
United States

Amount Enclosed:

\$

Make check payable to:
ENTERPRISE FM TRUST

** Other Charges include total of previous balances, finance charges,
and adjustments less payments received

For additional payment options, visit
Billing » Statements at: <https://login.efleets.com>

Your statement is continued on the next page.

For additional billing details and past charges or to enroll in autopay, visit Billing » Statements at <https://login.efleets.com>

Payments Received

Date	Cust Num	Type	Reference #	Total Payment	Paid To:	Monthly Invoices	Out of Cycle Invoices	Unapplied	Lease Prepayment
2026-06-25	643905	Check	169278	(\$10,330.71)		(\$10,330.71)	-	-	-
			Payment Totals	(\$10,330.71)		(\$10,330.71)	-	-	-

Statement Number: 643905-070326
Statement Date: 2026-07-03
Customer: CITY OF PRYOR CREEK, OKLAHOMA
Invoice#: FBN5688790

For additional billing details and past charges or to enroll in autopay, visit Billing » Statements at <https://login.efleets.com>

Monthly Invoices

Previous Balance	\$10,330.71 +
Payments (1)	(\$10,330.71) -
Current Month Charges (FBN5688790)	\$10,326.21 +
New balance as of 2026-07-03	\$10,326.21

 **AutoPay** is now available!

Simplify and automate your monthly invoice payment

Enroll today by visiting Billing » Statements at: <https://login.efleets.com>

Statement Number: 643905-070326
Statement Date: 2026-07-03
Customer: CITY OF PRYOR CREEK, OKLAHOMA
Invoice #: FBN5688790

Page 5 of 7

For additional billing details and past charges or to enroll in autopay,
visit Billing » Statements at <https://login.efleets.com>

Charge Summary

Customer: 643905 Customer Vehicle ID: 145 Vehicle: 29R8QF¹ YMM: 2026 FORD POLI Driver: Camryn McCall Mos in Service: 4 Term: 60

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2026/07/01-07/31	29R8QF-0726-MR	Lease Charge (Full Month): Rent	\$1,138.27	\$1,138.27	\$1,138.27
2026/07/02	42546405-OT	LICENSE FEE	\$51.23	\$51.23	\$51.23
Customer Vehicle ID Total:				Vehicle Total:	\$1,189.50

Customer: 643905 Customer Vehicle ID: 146 Vehicle: 29R8Q6¹ YMM: 2026 FORD POLI Driver: Mitchel Phillips Mos in Service: 4 Term: 60

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2026/07/01-07/31	29R8Q6-0726-MR	Lease Charge (Full Month): Rent	\$1,184.18	\$1,184.18	\$1,184.18
2026/07/02	42546401-OT	LICENSE FEE	\$52.73	\$52.73	\$52.73
Customer Vehicle ID Total:				Vehicle Total:	\$1,236.91

Customer: 643905 Customer Vehicle ID: 147 Vehicle: 29R8QB¹ YMM: 2026 FORD POLI Driver: Jacob Graham Mos in Service: 4 Term: 60

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2026/07/01-07/31	29R8QB-0726-MR	Lease Charge (Full Month): Rent	\$1,138.27	\$1,138.27	\$1,138.27
2026/07/02	42546403-OT	LICENSE FEE	\$51.23	\$51.23	\$51.23
Customer Vehicle ID Total:				Vehicle Total:	\$1,189.50

Customer: 643905 Customer Vehicle ID: 148 Vehicle: 29R8Q8¹ YMM: 2026 FORD POLI Driver: Devonte Houston Mos in Service: 4 Term: 60

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2026/07/01-07/31	29R8Q8-0726-MR	Lease Charge (Full Month): Rent	\$1,138.27	\$1,138.27	\$1,138.27
2026/07/02	42546402-OT	LICENSE FEE	\$52.73	\$52.73	\$52.73
Customer Vehicle ID Total:				Vehicle Total:	\$1,191.00

Statement Number: **643905-070326**
Statement Date: **2026-07-03**
Customer: CITY OF PRYOR CREEK, OKLAHOMA
Invoice #: **FBN5688790**

Page 6 of 7

For additional billing details and past charges or to enroll in autopay,
visit [Billing » Statements at https://login.efleets.com](#)

Charge Summary

Customer: **643905** Customer Vehicle ID: **149** Vehicle: **29R8QC¹** YMM: **2026 FORD POLI** Driver: **Kenneth Bennett** Mos in Service: **4** Term: **60**

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2026/07/01-07/31	29R8QC-0726-MR	Lease Charge (Full Month): Rent	\$1,138.27	\$1,138.27	\$1,138.27
2026/07/02	42546404-OT	LICENSE FEE	\$51.23	\$51.23	\$51.23

Customer Vehicle ID Total: **\$1,189.50** Vehicle Total: **\$1,189.50**

Customer: **643905** Customer Vehicle ID: **150** Vehicle: **29R8QZ¹** YMM: **2026 CHEV SILV** Driver: **Johnnie Jenkins** Mos in Service: **5** Term: **60**

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2026/07/01-07/31	29R8QZ-0726-MR	Lease Charge (Full Month): Rent	\$869.29	\$869.29	\$869.29

Customer Vehicle ID Total: **\$869.29** Vehicle Total: **\$869.29**

Customer: **643905** Customer Vehicle ID: **151** Vehicle: **29R8QX¹** YMM: **2026 CHEV SILV** Driver: **Ross Armontrout** Mos in Service: **5** Term: **60**

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2026/07/01-07/31	29R8QX-0726-MR	Lease Charge (Full Month): Rent	\$869.29	\$869.29	\$869.29

Customer Vehicle ID Total: **\$869.29** Vehicle Total: **\$869.29**

Customer: **643905** Customer Vehicle ID: **152** Vehicle: **29R8QW¹** YMM: **2026 CHEV SILV** Driver: **Jessica Flud** Mos in Service: **5** Term: **60**

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2026/07/01-07/31	29R8QW-0726-MR	Lease Charge (Full Month): Rent	\$852.64	\$852.64	\$852.64

Customer Vehicle ID Total: **\$852.64** Vehicle Total: **\$852.64**

For additional billing details and past charges or to enroll in autopay,
visit Billing » Statements at <https://login.efleets.com>

Charge Summary

Customer: 643905 Customer Vehicle ID: 153 Vehicle: 29R8QS¹ YMM: 2026 CHEV SILV Driver: Blake Crittenden Mos in Service: 5 Term: 60

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2026/07/01-07/31	29R8QS-0726-MR	Lease Charge (Full Month): Rent	\$869.29	\$869.29	\$869.29
Customer Vehicle ID Total:				Vehicle Total:	\$869.29

Customer: 643905 Customer Vehicle ID: 154 Vehicle: 29R8R2¹ YMM: 2026 CHEV SILV Driver: Jessica M Harris Mos in Service: 5 Term: 60

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2026/07/01-07/31	29R8R2-0726-MR	Lease Charge (Full Month): Rent	\$869.29	\$869.29	\$869.29
Customer Vehicle ID Total:				Vehicle Total:	\$869.29

(Subtotal) Current Charges for Customer 643905: \$10,326.21

(Total) Current Charges for Customer 643905: \$10,326.21

ACCOUNT NUMBER 222400567
CITY OF PRYOR CREEK
PO BOX 1167
PRYOR OK 74362

PAYMENT # 51

DUE DATE

AMOUNT DUE

2 Aug 2026

3,930.39

AFTER THIS DATE

PAY THIS AMOUNT

RETURN COUPON AND PAYMENT TO

Bank of Commerce
P.O. Box 29
Chelsea, OK 74016



**Bank of
Commerce**

⑆5555⑆0000⑆

222400567⑆

<u>Payment No.</u>	<u>Account No.</u>	<u>Due Date</u>	<u>Amount Due</u>	<u>\$4,565.33</u>
24	224400526	07/16/2026		

Bank of Commerce
P.O. Box 29
Chelsea, OK 74016

<u>After</u>	<u>Pay</u>
07/26/2026	\$4,793.60

CITY OF PRYOR CREEK
PO BOX 1167
PRYOR, OK 74362

For Financial Insitution Use

		4	5	6	5	.	0	0
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⑈5555 0000⑈ 224400526⑈

10



Metro Emergency Upfitters LLC
4401 E Hefner Rd, Suite C
Oklahoma City OK 73131-6106 US

BILL TO

Pryor Police Department
Pryor OK 74361

SHIP TO

504 E Graham Ave
Pryor OK 74361

ESTIMATE

DATE	DUE	ESTIMATE #
6/24/2026	6/24/2026	9247

DESCRIPTION	QTY	RATE	AMOUNT
Install COE			
MEU - Install Customers Own Equipment	1.00	0.00	0.00
MEU-VIH			
MEU - Vehicle Integration Harness, Includes: Blue Sea Timer, Fuse Panel, & Vehicle Specific Mounting Bracket	1.00	500.00	500.00
MEU-WT-2W			
MEU - Window Tint (2 Front Roll Up Windows) 20%	1.00	125.00	125.00
MEU-WT-VISOR			
MEU - Visor Tint (20%)	1.00	70.00	70.00
MEU-BRKT			
MEU - Custom Bracket Kit	1.00	120.00	120.00
FED-MPS62U-RB			
Federal Signal - Micropulse Dual Color 12 LED (Red/Blue) Location: x2 Front Grille - Use L-Bracket x4 (2) On Each Driver and Passenger Visor - Resemble ILS - Use Shroud Kit x2 Between Rear Bumper and Tailgate - Evenly Spaced	8.00	123.75	990.00
FED-MPSM6-LB			
Federal Signal - MicroPulse Single L Bracket	2.00	12.10	24.20
FED-MPSM6U-WIN			
Federal Signal - MicroPulse Window Shroud Kit For MPS-6U Series	4.00	42.90	171.60
FED-OBDMOD16			
Federal Signal - FSDirect OBD Control Module	1.00	247.50	247.50
FED-PFSPLTR-4			
Federal Signal - Pathfinder 4-to-1 Ethernet Splitter	1.00	36.85	36.85
FED-EXPMOD24			
Federal Signal - 24-Channel Expansion Module Pathfinder® Siren Series	1.00	237.05	237.05
FED-CNTRLR-4B			
Federal Signal - Convergence Network Controllers - Four Button	1.00	193.60	193.60
WEI-003-NL			
Weiser Solutions - Same as WEI-003, but with no handcuff locks provided(will include plates for mounting handcuff locks).	1.00	277.40	277.40



Metro Emergency Upfitters LLC
4401 E Hefner Rd, Suite C
Oklahoma City OK 73131-6106 US

BILL TO

Pryor Police Department
Pryor OK 74361

SHIP TO

504 E Graham Ave
Pryor OK 74361

ESTIMATE

DATE	DUE	ESTIMATE #
6/24/2026	6/24/2026	9247

DESCRIPTION	QTY	RATE	AMOUNT
WEI-MB-HR-1			
Weiser Solutions - Headrest post bracket assembly, 2x rubber grommets, hardware	1.00	60.00	60.00
WEI-MP			
Weiser Solutions ? Molle Panel - 32" long	1.00	125.00	125.00
FED-MPS32U-RB			
Federal Signal - 6-LED light head, Red/Blue, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens	2.00	89.10	178.20
Location: x2- (1) In Each Rear Driver and Passenger Window - Use L-Bracket			
FED-MPSM3-LB			
Federal Signal - MicroPulse Ultra 3 L-Bracket	2.00	12.10	24.20
MISC.			
Tenhold/Jotto- 425-5701/4143 Computer Mount - Passenger Side Universal Laptop Mount	1.00	530.60	530.60
FED-DR2-RBA			
Federal Signal - 2 Foot Running Board, Tri-Color, Clear Lens, Red/Blue/Amber	1.00	489.50	489.50
Location: Mount in Rear Window With CN Brackets			
FED-SLB-FRD15ND			
Federal Signal - '15+ Ford F-150/ '17+ Ford F-250/350, 8 Head Bracket for CN Signal Master or Latitude, No Drill	1.00	40.15	40.15
MISC.			
Decked - YF8 Bed Drawer; 52.9 Inch Length x 52.8 Inch Width x 12.3 Inch Height; 1000 Pound Load Capacity Full Bed Deck Unit/ 400 Pound Load Capacity Drawer; One Drawer; High Density Polyethylene/ Galvanized Steel Frame/ Stainless Steel Hardware; With One Tan Sixer 16 D-Co Case/ One Tan Halfrack 32 D-Co Case/ One Tan 32 D-Co Bin/ Four Decked D-Rings/ Two Deep Stash Bins And Two Shallow Stash Bins; Lock Cylinder Sold Separately	1.00	1,614.99	1,614.99
Supplies			
MEU - Shop Supplies	1.00	225.00	225.00



ESTIMATE

Metro Emergency Upfitters LLC
4401 E Hefner Rd, Suite C
Oklahoma City OK 73131-6106 US

DATE	DUE	ESTIMATE #
6/24/2026	6/24/2026	9247

BILL TO	SHIP TO
Pryor Police Department	504 E Graham Ave
Pryor OK 74361	Pryor OK 74361

DESCRIPTION	QTY	RATE	AMOUNT
Labor			
MEU - Labor	28.00	110.00	3,080.00

TOTAL USD	9,360.84
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May 27, 2026

City of Pryor Creek
12 North Rowe Street
Pryor Creek, OK 74362

Re: City of Pryor Creek
PRY-26-07 Locke Street Alley Drainage Improvements
Letter of Recommendation and Contract

Dear Mr. Doyle:

The City of Pryor Creek solicited project proposals from four (4) contractors for the Locke Street Alley Drainage Improvements. Armstrong Landscaping was the only contractor who submitted a proposal in writing in the amount of \$5,000.00.

We recommend that the City of Pryor Creek award the contract to Armstrong Landscaping in the amount of \$5,000.00.

Enclosed please find the Contract. Please place approval of the Contract on the agenda of your next meeting. Upon approval, please sign and attest the Contract and return to our offices for further processing. We will get the required insurance from the contractor and will coordinate a project start and completion.

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Dale Burke, P.E.
President

DV/dv
Enclosure
Project No. PRY-26-07

CONTRACT

This Contract, made and entered into by and between: Shawn Armstrong, dba Armstrong Landscaping, as Party of the First Part, herein after designated as the CONTRACTOR and City of Pryor Creek, as Party of the Second Part, hereinafter designated as the OWNER.

WITNESSETH: That whereas the said Contractor's proposal has been accepted by the City of Pryor for work on the Drainage Swale for the Alleyway consisting of demolition to remove saplings, stumps, and grass in proposed swale area. Collection and removal of all project debris. Installation of the Drainage Swale from the Alley to Colonial Drive. Resod all disturbed areas for the total bid price as accepted of Five Thousand Dollars (\$5,000.00), to be paid in two payments, \$1,700.00 mobilization payment to be paid at the start of the project and the \$3,300.00 balance to be paid upon project completion.

NOW, THEREFORE, the said Contractor for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner, and on file in the office of the Engineer Infrastructure Solutions Group, which plans and specifications are made a part of this Contract by reference as if attached hereto or written in detail herein.

It is agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's proposal, and that upon final completion of this contract work, the Contractor will receive the full compensation payment, according to the schedule of prices as contained in their proposal as accepted and that upon the receipt by said Contractor of said final claim, the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this contract.

Armstrong Landscaping
Contractor

Attest: _____

Date: _____

Shawn Armstong, Owner

City of Pryor Creek
Owner

Attest: _____

Date: _____

Zac Doyle, Mayor



Statement

July 16, 2026

City of Pryor
PO Box 1167
Pryor, OK 74362

Project Address: Downtown Lighting/Alleyways

Charges for the installation of LED antique-style lighting throughout the downtown district and dusk-to-dawn LED lighting in the downtown alleyways.

MATERIAL COST:	\$ 4,815.00
LABOR COST:	\$ 775.44
<u>EQUIPMENT COST:</u>	<u>\$ 240.00</u>
Total Cost:	\$ 5,830.44

**TOTAL AGREED UPON COST BETWEEN THE CITY
OF PRYOR AND MUNICIPAL UTILITY BOARD:** **\$ 4,815.00**

Please remit payment to: Municipal Utility Board
 P.O. Box 249
 Pryor, OK 74362
 918-825-2100

Office Hours: 8:00AM to 5:00PM

MUNICIPAL UTILITY BOARD
WAREHOUSE CHECKOUT TICKET
Electric Department

09223

Bill to the mayor/
Downtown Alleyway
STREET _____ NEW C. _____

DATE 5-8-26
MAINT. ✓ 4082

STOCK NO.	SIZE	ITEM	CHECKED OUT	UNIT COST	TOTAL COST
EL-1703	105-305	Photocell	17	6.65	113.05
EL-1127	43W	Dusk-Dawn	17	115.10	1955.00
EL-1104	8m	Hard Head	19		5.80
EL-2999	Spring	washer	7	.26	1.82
EL-1938	Square	washer	9	.49	4.41
EL-0135	12"	MB	9		14.21
EL-1699	Blank	photocell	1		1.75
EL-0252	139	Squeeze-On	17	.55	9.35
EL-0261	502	" " "	1		2.62
EL-3020	#2	triplex	4'	.81	3.24
EL-1133	4x4	Linklot	1		.357
EL-1955	4x4	Semi-tension Splice	1		1.92
		Hayden - 12hr			
		Brett - 8hr			
		#22 - 8hr			
		#2 - 4hr			
				M.	2113.527
				L.	775.44
				E.	240.00

TOTAL \$ 3128.967

RECEIVED BY _____



ELLIOTT ELECTRIC SUPPLY

Original Invoice
Ticket # 162-43665-01
1315 2nd Street MAIP
Pryor, OK 74361-0000
918-803-0063

Page: 1

Ship To:
MUNICIPAL UTILITY BOARD

Sold To: (5047674)
MUNICIPAL UTILITY BOARD
PO BOX 249
PRYOR, OK 74362-0000

Invoice Date: 05/21/2026
Date Ordered: 05/13/2026
Date Shipped: 05/19/2026
Date Due: 06/10/2026

Customer Job/PO: 20265-253
Signed By: BRYCE

Shipping From: Pryor (162)

Freight: Prepaid

Ship Via: Pickup

Salesman: Rice, Rudy K

Item Number	Ship Quantity	Backorder Quantity	Catalog Number	Vendor Code	Description	Price	Unit Code	Extended Price
-------------	---------------	--------------------	----------------	-------------	-------------	-------	-----------	----------------

1	40	0	S49395	SAT	80W LED/HID 50K MOGUL BASE	\$ 64.94	E	\$ 2,597.60
Total:							\$	2,597.60

Customer Order Data:
Bill-To Department: Electric Foreman
Purchaser Name: Brent Childers
Purchase Order Number: 20265-253

Customer Signature:

For Terms and Conditions of Sale, please visit: <http://www.elliotelectricsupply.com/terms>

This is the original invoice. You will not receive an invoice in the mail. Please pay from this document.

Remit To: P.O. Box 206524, Dallas, TX 75320-6524

Invoice



Character, Customer Service, Employee Owned

UPC Vendor	Invoice Date	Order Number
000000	05/11/2026	58249452-00
PO Date	PO Number	Page #
05/11/2026	WAREHOUSE\	1 of 1

Correspondence To

Locke Supply Co.
P.O. BOX 26128
Oklahoma City, OK 73126
Main: 405-631-9701
Credit: 405-631-9756

Cust # 112672

Bill To MUB CITY OF PRYOR
MUNICIPAL UTILITY BOARD
PO BOX 249
PRYOR, OK 74362-0249 US

Selling Branch

106 EL PRYOR
LOCKE SUPPLY
508 S ELLIOTT ST
PRYOR, OK 74361-6411
Branch: 918-825-1290

Ship To MUB CITY OF PRYOR
MUNICIPAL UTILITY BOARD
PO BOX 249
PRYOR, OK 74362-0249 US

Instructions	Taken By	Currency
	3917	
Ship Point	Via	Shipped
106 EL PRYOR	Customer PU	5%10thNT25th
Reference	Sales Rep In/Out	Freight Terms Description
	003 / 003	

Line #	Product And Description	Quantity Ordered	Quantity B/O	Quantity Shipped	Qty UM	Unit Price	Amount (Net)
1	P2253 J-BOX W/BRS SCREW INS 6X6X4 925089	3	0	3	EACH	30.71	92.13
2	P5965 1/4" X 1 1/4" TAPCON 100PK	100	0	100	EACH	11.74	11.74
2	Lines Total	Qty Shipped Total		103		Subtotal	103.87
						Taxes	0.00
						Down Payment	0.00
						Total Due	103.87

Do we add this
to material?

5104-30

Ronald G. Kolker, CPA

Jeffrey D. Kolker, CPA

June 29, 2026

Honorable Mayor and Board
City of Pryor Creek

PROPOSAL

Kolker & Kolker, Inc. proposes to do the following for the year ending June 30, 2026:

1. Adjust books for the year for preparation of GASB financial statements including ascertaining that all accounts are balanced, recorded and accruals, etc. are made
2. Assist in preparing budget and preparation of estimate of needs
3. Preparation of SA & I report
4. Preparation of Highway Report
5. Assist as necessary in the preparation of the State Library Report
6. Capitalizing assets on depreciation schedules and computing depreciation or assisting City Clerk's office in performing these functions

Drafting the financial statements in accordance with GASB and all required notes and disclosures and assist with management discussion and analysis and typing such statements and furnishing to the Auditors

Additionally, Kolker & Kolker, Inc. proposes to do the following through June 30, 2027:

1. Attendance at Budget Committee meetings as requested by the Mayor or Committee
2. Present a status report for all funds at Budget Committee meetings as requested
3. Be available to City personnel, Mayor and Council for questions and consultations. This pertains to all department heads, including advisory boards such as golf, recreation center, etc.

4. Attendance at Council Meetings during the year as requested
5. Analysis of the financial position of all funds at December 31, 2026.

We propose to charge \$29,000 for the year ending June 30, 2026. The \$29,000 is payable as follows:

July and August, 2026	\$6,500 per month
September, October, November, 2026 & June, 2027	\$2,500 per month
Remaining 6 months	\$1,000 per month

There are several items that could result in additional fees:

1. If expenditures for governmental grants (including FEMA) exceed \$750,000 a "Single Audit" will have to be performed. This will require obtaining information on all of the grants and additional schedules in the financial statements.
2. Additional work requested on projects requested by the Mayor and/or Council.

I will consult with you before billing for any of these possible additional services.


Kolker & Kolker, Inc.



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 5th day of February in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Pryor Main Street
11 S Adair St
Pryor, OK 74361

and the Construction Manager:
(Name, legal status, address, and other information)

Scissor Tail Construction
2804 S Aspen Ave
Broken Arrow, OK 74012

for the following Project:
(Name, location, and detailed description)

Graham Community Buidling

The Architect:
(Name, legal status, address, and other information)

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1916303937)

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EXHIBIT B	INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As identified in project documents

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

As identified in project documents

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

To be established during the preconstruction process

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
To be established during the preconstruction process
- .2 Construction commencement date:
To be established during the preconstruction process
- .3 Substantial Completion date or dates:
To be established during the preconstruction process
- .4 Other milestone dates:
To be established during the preconstruction process

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

NONE

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

NONE

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

NONE

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address and other contact information.)

NONE

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

NONE

§ 1.1.11 The Architect’s representative:
(List name, address, and other contact information.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Mike Baxter
Director of Operations
2804 S Aspen Ave
Broken Arrow, OK 74012
918-904-9577
mike@stcok.net

§ 1.1.13 The Owner’s requirements for the Construction Manager’s staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

To be established during the preconstruction process

§ 1.1.14 The Owner’s requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

To be established during the preconstruction process

§ 1.1.15 Other Initial Information on which this Agreement is based:

To be established during the preconstruction process

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately

adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction

Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and

Init.

/

reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

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contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner’s Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner’s authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect’s scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as

sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

To be established during the preconstruction process

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

§ 6.1.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

None

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**§ 7.1 Costs to Be Reimbursed**

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager;

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or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Preformance and Payment Bonds

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA

Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ [X] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will

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User Notes:

(1916303937)

terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2** Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3** Subtract the aggregate of previous payments made by the Owner; and
- .4** Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
----------	--------

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as a certificate holder for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)
- .6 Other Exhibits:
(Check all boxes that apply.)
 - ☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
.7	Other documents, if any, listed below: <i>(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)</i>		

This Agreement is entered into as of the day and year first written above.

Signed by:

Bridgette Nichols

2/10/2026

4129E7C8DA3C402...

OWNER (Signature)

Bridgette Nichols

Executive Director

(Printed name and title)

DocuSigned by:

David Barnes

2/16/2026

D4D9E716E8E9466

CONSTRUCTION MANAGER (Signature)

David Barnes

Managing Member

(Printed name and title)



Init.

/

User Notes:

(1916303937)

Additions and Deletions Report for AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:29:11 on 02/10/2026.

PAGE 1

AGREEMENT made as of the 5th day of February in the year 2026

...

Pryor Main Street
11 S Adair St
Pryor, OK 74361

...

Scissor Tail Construction
2804 S Aspen Ave
Broken Arrow, OK 74012

...

Graham Community Buidling

PAGE 2

As identified in project documents

...

As identified in project documents

...

To be established during the preconstruction process

PAGE 3

To be established during the preconstruction process

...

To be established during the preconstruction process

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To be established during the preconstruction process

...

To be established during the preconstruction process

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NONE

...

NONE

...

NONE

...

NONE

PAGE 4

N/A

...

N/A

...

NONE

...

Mike Baxter
Director of Operations
2804 S Aspen Ave
Broken Arrow, OK 74012
918-904-9577
mike@steok.net

...

To be established during the preconstruction process

...

To be established during the preconstruction process

...

To be established during the preconstruction process

PAGE 6

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project and exchange of digital data.~~

PAGE 11

To be established during the preconstruction process

...

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

...

None
PAGE 16

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

PAGE 17

Five Percent

...

Preformance and Payment Bonds
PAGE 20

[☒] Litigation in a court of competent jurisdiction
PAGE 22

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

...

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as ~~an additional insured~~ a certificate holder for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 23

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with ~~a building information modeling exhibit~~, AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with ~~a building information modeling exhibit~~, AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

- .5** Building Information Modeling Exhibit, if completed: AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:29:11 on 02/10/2026 under Order No. 20250098084 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Project: Graham Building
Interior Renovation phase 1

Location: Pryor Ok
Architect: Method Group
Owner: City of Pryor

Date: 4-2-26
Gross SF: 5,167

Schematic Design Estimate (SD)					
CSI SUMMARY		SUBTOTALS	TOTAL COST	COST PER SF	
02	EXISTING CONDITIONS			\$0.00	
	Demolition		\$52,500		Rizzo \$35,000/\$1,748Concrete cutting/STC Demo \$15,752
	Surveying	\$0			
03	CONCRETE		\$0	\$0.00	
	Site Concrete	\$0			
	Building Concrete	\$0			
	Pre-Cast Concrete	\$0			
04	MASONRY		\$0	\$0.00	
05	STEEL		\$0	\$0.00	
06	CARPENTRY		\$0	\$0.00	
	Rough Carpentry	\$0			
	Finish Carpentry				
07	THERMAL & MOISTURE PROTECTION		\$0	\$0.00	
	Stucco & Faux Stone	\$0			
	Metal Wall Panels	\$0			
	Roofing	\$0			
	Building Insulation	\$0			
	Waterproofing & Joint Sealants	\$0			
08	DOORS & WINDOWS		\$0	\$0.00	
	Doors & Hardware	\$2,000	\$3,500		(5) doors (2 doors for bride and groom, 2 kitchen and 1 bathroom)
	Storefront & Glazing	\$36,755	\$36,755		blue stem reset and seal
	Special Glazing Systems	\$0			
	Overhead Doors	\$0			
09	FINISHES		\$0	\$0.00	
	Steel Studs & Drywall	\$23,937	\$23,937		Green Country
	Acoustical Ceilings				
	Flooring & Base/ Concrete	\$80,000	\$59,975		STC Self perform
	Paint & Wall Covering	\$90,000	\$24,000		
10	SPECIALTIES		\$0	\$0.00	
11	EQUIPMENT		\$0	\$0.00	
12	FURNISHINGS		\$0	\$0.00	
13	SPECIAL CONSTRUCTION		\$0	\$0.00	
14	CONVEYING SYSTEMS		\$0	\$0.00	
21	FIRE SUPPRESSION		\$0	\$0.00	
22	HVAC	\$25,000	\$41,000	\$7.93	Includes \$16000 fans - not incl. 28000 for additional 10 ton unit
23	PLUMBING	\$43,874	\$43,874	\$8.49	Beene
26	ELECTRICAL	\$85,507	\$85,507	\$16.55	Aspen
28	ELECTRONIC SAFETY & SECURITY		\$7,500	\$1.45	
31	EARTHWORK		\$0	\$0.00	
32	EXTERIOR IMPROVEMENTS		\$0	\$0.00	
	Asphalt Paving	\$0			
	Landscaping	\$0			
	Site Amenities	\$0			
33	UTILITIES		\$0	\$0.00	

518829

	SUBTOTAL BUILDING COSTS		\$378,548	\$73.26	
GENERAL CONDITIONS		6.5%	\$24,606	\$4.76	
GENERAL REQUIREMENTS		6.5%	\$24,606	\$4.76	
BUILDING PERMIT and Plan Review		\$0.00	\$0	\$0.00	
USE TAX City of (0.00% x 50% valuation)		8.25%		\$0.00	
INSURANCE, General Liability		0.50%	\$2,139	\$0.41	
INSURANCE, Builders Risk		0.28%	\$1,204	\$0.23	
DEVELOPMENT FEES, Assessments, Etc.		0.00%	\$0	\$0.00	
ESCALATION COSTS		0.00%	\$0	\$0.00	
STC PAYMENT & PERFORMANCE BOND		0.00%	\$0	\$0.00	No Bonds
SUBCONTRACTOR BONDS		0.00%	\$0	\$0.00	No Bonds
PRECONSTRUCTION SERVICES		0.25%	\$1,078	\$0.21	
CONTINGENCY, Construction		10.00%	\$43,218	\$8.36	
DESIGN FEES		0.00%	\$5,000	\$0.97	Drawings by owner
SCISSOR TAIL CONSTRUCTION FEE		8.00%	\$38,432	\$7.44	
TOTAL					
CONSTRUCTION COST			\$518,829	\$100.41	
CONTINGENCY, Construction					

Graham Community Building Revitalization Project



Project Background and Funding Request

The Graham Community Building Revitalization Project is being managed by Pryor Main Street on behalf of the City of Pryor. Pryor Main Street submitted an application to the Oklahoma Main Street Incentive Program seeking funding assistance for the renovation of the Graham Community Building. The application was subsequently approved, and incentive funding was awarded for the project.

To provide the required local match and further support the revitalization effort, Pryor Main Street requested funding assistance from the Pryor Creek Economic Development Trust Authority (EDTA).

Following the award, Pryor Main Street established a project advisory committee to provide guidance, oversight, and recommendations throughout the planning and construction process. The advisory committee consists of:

- Terry Lamar, Pryor City Council
- Bridgette Nichols, Pryor Main Street
- Adam Anderson, EDTA
- Ron Dryden, Arts & Humanities Council
- Jack Hardy, Pryor Main Street
- Mayor Zac Doyle, City of Pryor

As Phase 1 of the project progressed through design development, discovery, and the competitive bidding process, several conditions were identified that were not fully known during the initial planning stages. Based on recommendations from Scissor Tail Construction, the project construction manager, in consultation with Pryor Main Street and the project advisory committee, several modifications and enhancements to the original scope have been recommended.

These recommendations are intended to improve the long-term functionality, accessibility, safety, maintainability, and overall success of the renovation while addressing conditions uncovered during pre-construction investigation. Collectively, these recommendations would increase the Phase 1 project budget from the originally estimated \$300,000 to approximately \$550,000, representing an increase of approximately \$250,000. This revised amount includes a project contingency allowance for unforeseen conditions that may arise during construction.

Based on the findings and recommendations outlined below, Pryor Main Street and the advisory committee recommend that the additional improvements be incorporated into the Phase 1 construction scope and that the additional funding of \$250,000 be provided through the Downtown Sales Tax Fund (Fund 68) to allow the work to be completed efficiently during the current construction phase rather than deferred to future projects at potentially greater cost.

Recommendation #1 – Replace Existing Wood Floor with Concrete Slab

- The banquet hall currently consists of a wood floor system over a crawl space. While the structural assessment confirmed that the existing floor is stable and serviceable, retaining the crawl space creates significant challenges for the scope of work planned in this phase and for future maintenance needs.
- Replacing the existing floor with a concrete slab would greatly simplify the installation of the new ADA-compliant restroom plumbing, allow for the addition of electrical receptacles along the perimeter walls, and eliminate long-term maintenance concerns associated with the crawl space. Additionally, a polished concrete finish would provide a durable, attractive final floor surface and eliminate the need for future floor covering replacement anticipated under Phase 2.
- The estimated cost to remove the existing wood floor system, prepare the subgrade with aggregate, and install a finished polished concrete slab is approximately **\$50,000**.

Alternative – Retain Existing Floor System

- The existing wood floor and crawl space could remain in place. However, this option would likely require modifications to the planned ADA restroom layout and may result in the elimination of one ADA-compliant restroom due to plumbing constraints created by existing floor joists and limited underfloor access. Additionally, the added cost to plumbing in Phase 1 to retain the crawl space and wood flooring could be significant.
- Retaining the existing floor system would also postpone, but not eliminate, the need to address flooring improvements in a future phase. The original project scope did not include replacement of the existing floor coverings, meaning a future project would still be required to install new flooring materials such as tile or other durable finishes. This approach may increase overall project costs and complexity over time.

Recommendation #2 – Electrical Upgrade

- The original renovation plan anticipated upgrading the electrical systems in phases, with the banquet hall and kitchen improvements completed in Phase 1 and the Arts & Humanities Council offices addressed in Phase 2. Initial assessments suggested these areas were served by separate electrical systems, making a phased approach practical and cost-effective.
- However, a detailed pre-construction investigation has revealed that the building's electrical infrastructure is far more interconnected than originally understood. Circuits from individual breaker panels serve outlets, lighting, and equipment in multiple unrelated areas of the building. In several instances, electrical wiring was found crossing between spaces that were assumed to be independently served. The investigation also identified code and safety concerns, including uncapped wiring and electrical conductors routed through HVAC ductwork rather than approved conduit systems.
- Given the condition and complexity of the existing electrical system, the recommendation is to combine the electrical improvements originally planned for both Phase 1 and Phase 2 into a single comprehensive project during Phase 1. This would include upgrading the building's electrical service and replacing or reorganizing electrical distribution throughout the facility. While this work was not originally intended to occur in a single phase, completing the upgrade now provides a safer, more reliable system and avoids the inefficiencies associated with attempting to separate and reconnect portions of an intertwined electrical network during multiple construction phases.
- The estimated additional cost for this recommendation is approximately **\$100,000**.

Alternative – Continue with Phased Electrical Improvements

- The project could proceed with the original phased approach; however, the interconnected nature of the existing electrical system creates significant challenges. Maintaining separate electrical projects would likely result in temporary or permanent loss of power to outlets, lighting, and other electrical components throughout areas of the building not included in the current phase, potentially disrupting operations of the Arts & Humanities Council offices.
- In addition, the complexity of tracing, separating, and reconnecting circuits across multiple phases may ultimately result in higher overall electrical costs than completing the entire upgrade at one time. Even under a phased approach, Phase 1 electrical expenses are expected to exceed original budget estimates due to the unforeseen conditions discovered during pre-construction analysis. The phased approach would also extend the project schedule and increase the likelihood of future construction disruptions as electrical work continues into subsequent phases.

Recommendation #3 – Enhance Kitchen, Restrooms, and Banquet Hall Improvements During Phase 1

- As design development and pre-construction planning progressed, opportunities were identified to improve the functionality, accessibility, and long-term usability of the facility beyond the scope of the original renovation plan.
- The original design envisioned the kitchen primarily as a serving and food preparation space, with limited emphasis on on-site cooking. Under that plan, the existing stove and vent hood would remain in the same central location they occupy today. Through discussions with contractors and project designers, it has been determined that relocating the stove and vent hood to a more appropriate area within the kitchen would significantly improve workflow and efficiency while opening the center of the kitchen for additional preparation, serving, and event-support functions.
- Additional improvements are also recommended for the restroom facilities. The original project scope contemplated retaining the existing restrooms with minimal modifications. However, it is now proposed that restroom fixtures, partitions, and hardware be upgraded with historically appropriate replacements that better align with the building's character while improving functionality and appearance.
- The bathrooms currently serve as the only changing and dressing rooms in the facility, the recommendations include converting two storage and utility spaces into changing/dressing rooms. This will enhance the overall functionality of the facility and expand rental opportunities for weddings and events.
- Further, installation of the proposed concrete floor within the banquet hall will require demolition of the existing ADA-compliant restroom. As a result, a replacement ADA-compliant restroom must be constructed. The original design only included construction of one new ADA restroom while retaining the existing ADA facility.
- The combined cost of these kitchen, restroom, and banquet hall enhancements represents the remaining increase to the Phase 1 budget, estimated at approximately **\$69,000**.

Alternative – Maintain Original Design Scope

- The project could proceed under the original design with minimal modifications to the kitchen and restroom areas. Under this approach, the existing kitchen layout would remain unchanged, limiting future flexibility and reducing opportunities to improve workflow and functionality within the space.
- Existing restroom partitions, fixtures, and hardware would remain in service, potentially resulting in higher maintenance costs and more expensive replacement projects in the future as those components continue to age. Additionally, several aesthetic and functional enhancements, including upgraded finishes and the addition of storage closets, would be deferred to a future phase.
- Existing storage and utility areas could remain the same but overall functionality of the facility would be negatively impacted and the space would be underutilized.
- While this alternative reduces immediate project expenditures, it postpones improvements that can be completed more efficiently while the facility is already under construction and may increase the cost of future renovations.

Recommendation #4 – Establish a Construction Contingency Allowance

- While due diligence has been performed during the design and pre-construction phases, unknown conditions may still arise that require corrective work, minor design modifications, or scope adjustments to complete the project.
- This contingency would be available only for unforeseen conditions or owner-approved changes that become necessary during the course of construction.
- The recommended contingency amount is **\$31,000**.

Alternative – Proceed Without Additional Contingency Funding

- The project could proceed without establishing an additional contingency allowance and instead address any cost overruns or unforeseen conditions as they arise during construction.
- While this approach reduces the initial project budget authorization, it introduces the potential for work stoppages or delays if unexpected conditions require additional approvals before corrective work can proceed.
- Although the likelihood of significant unforeseen costs is not considered high, a contingency allowance helps avoid delays associated with repeated budget amendments during construction.

History of Projects and Approvals

	Phase 1 Initial Cost	Incentive Grant	Match Funding
Amount	\$300,000	\$150,000	\$150,000
Source	PMS Presentation to EDTA on 9/8/25	PMS Presentation to EDTA on 12/8/25	EDTA Minutes from 12/8/25 and City Council Minutes from 12/16/25 for \$86,606.55 (PYO & Gravel Pit) & \$63,393.45 (Fund 68)

Proposal from PMS to EDTA for proposal and request for support

- Starts on page 3 of the packet for September 8, 2025
 - [Economic Development Trust Authority Meeting • Agendas & Minutes • CivicClerk](#)

EDTA Approval for up to \$150,000 in matching funds

- #5 on Minutes
 - [Economic Development Trust Authority Meeting • Agendas & Minutes • CivicClerk](#)

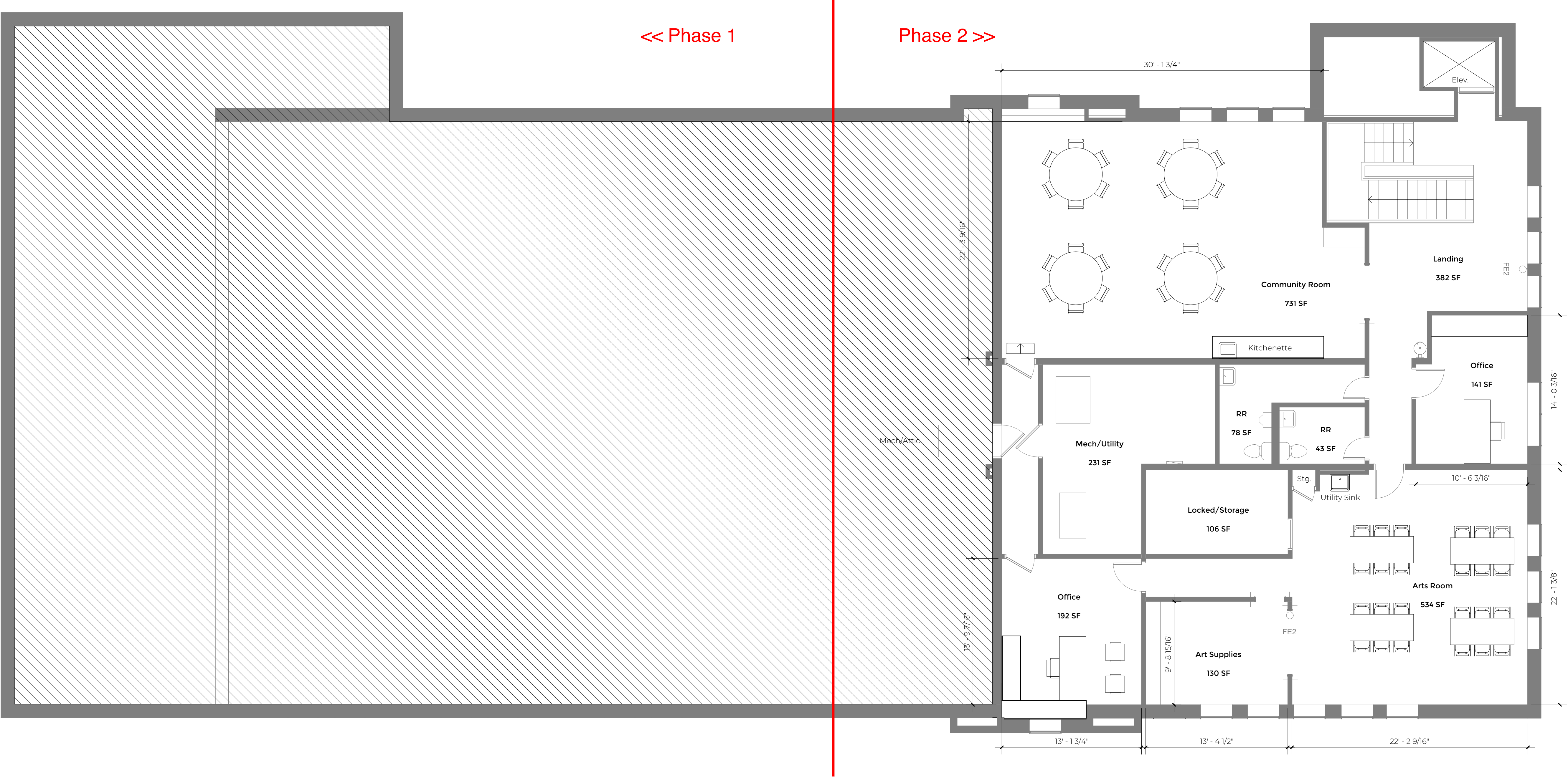
Allocation of Funding & Discussion in EDTA Meeting December 8, 2025

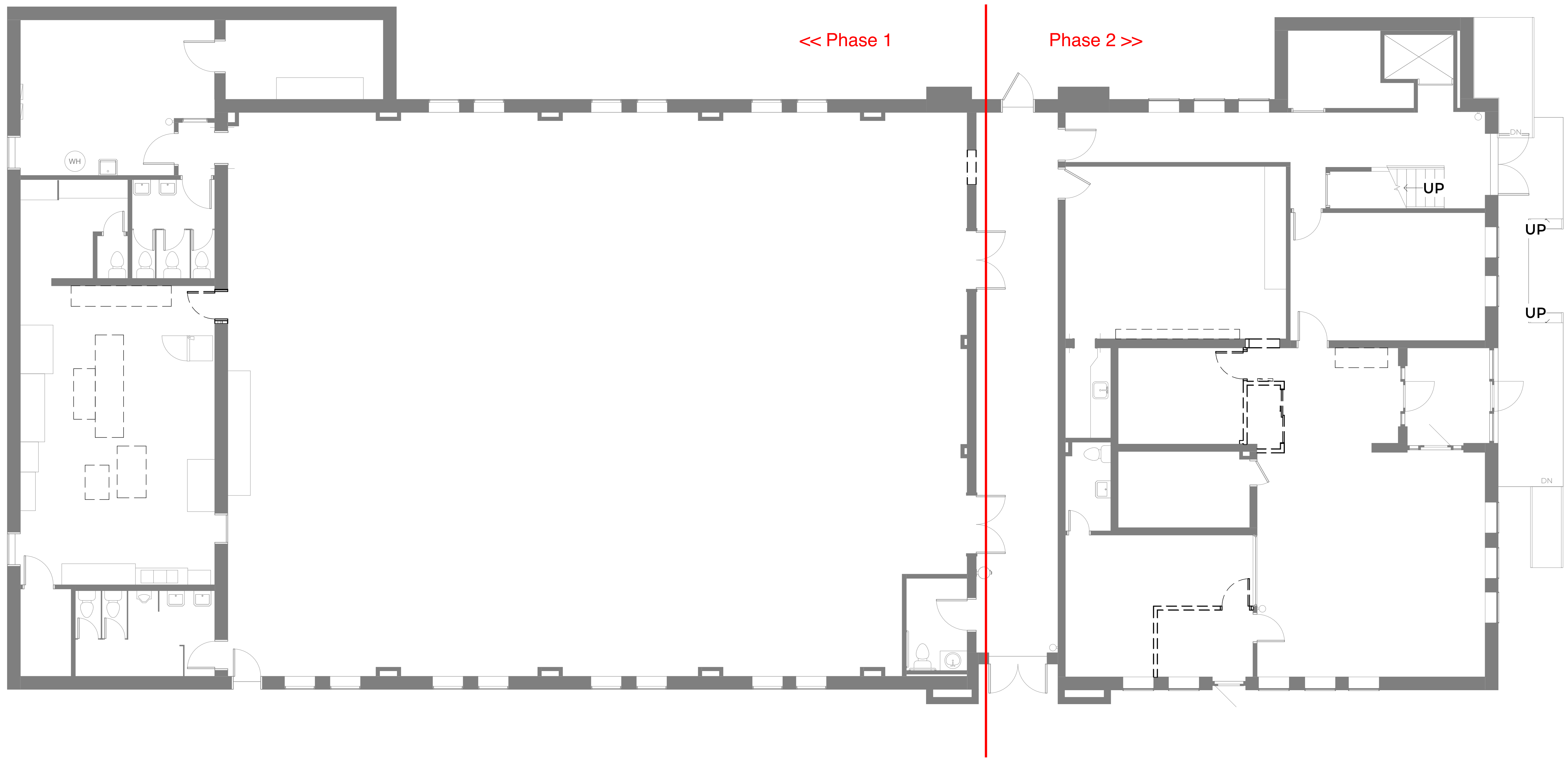
- #7 on EDTA Agenda Recognition of PMS receiving \$150,000 in funding for the GCB Incentive
 - [Economic Development Trust Authority Regular Meeting • Agendas & Minutes • CivicClerk](#)
- #8 on EDTA Agenda Recommendation to Utilize PYO and Gravel Pit Sales Proceeds \$86,606.55 as a portion of the \$150,000 match required for the GCB Incentive
 - [Economic Development Trust Authority Regular Meeting • Agendas & Minutes • CivicClerk](#)
- #9 on EDTA Agenda Recommendation to Utilize Fund 68 for the the remaining portion of the GCB Incentive Match, \$63,393.45
 - [Economic Development Trust Authority Regular Meeting • Agendas & Minutes • CivicClerk](#)
- Total Amount \$150,000 in matching funds allocated

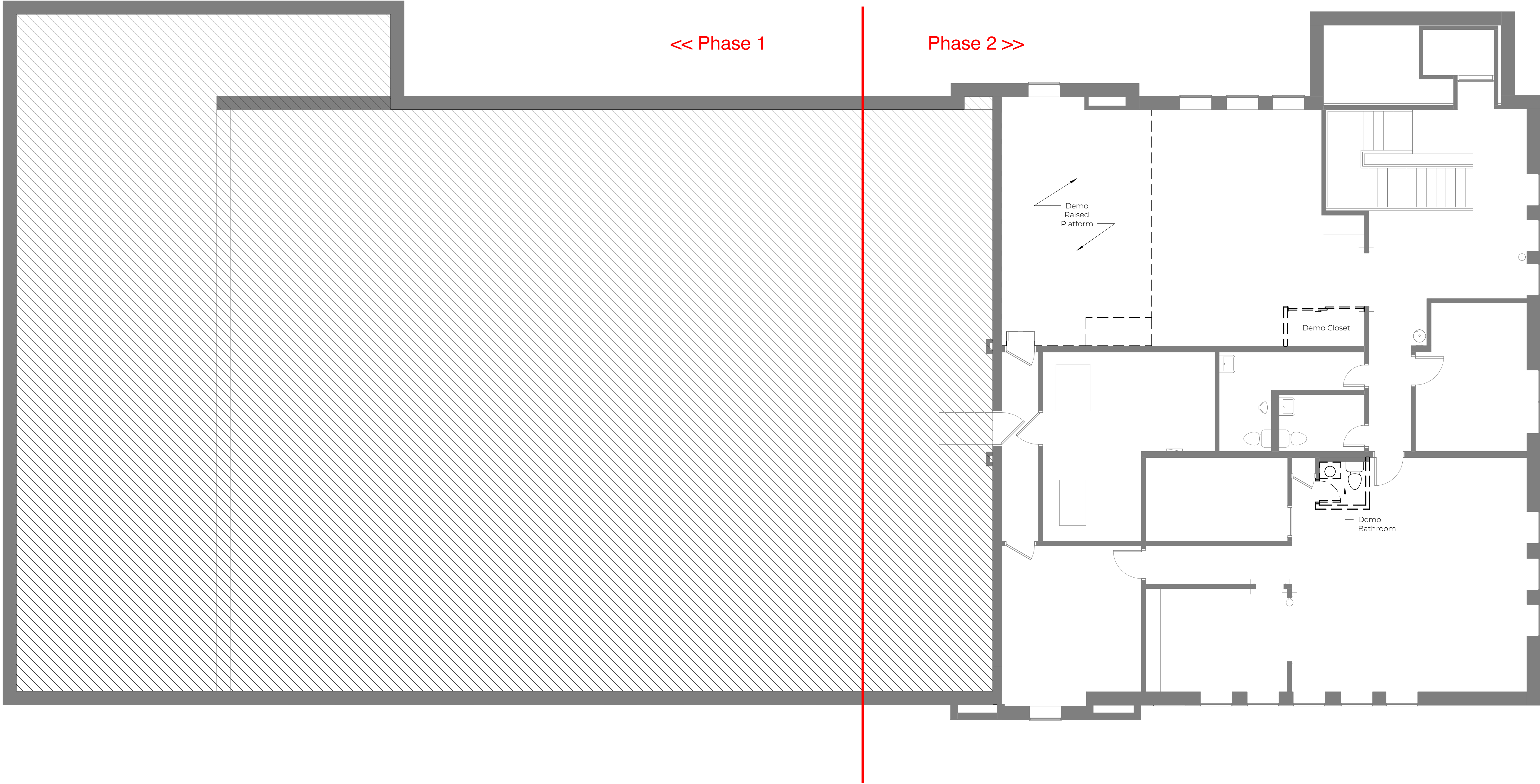
Approval to Transfer PYO and Gravel Pit Sales Proceeds to the EDTA to utilize for the GCB Incentive December 16, 2025

- Council Agenda Items 4.d. & 4.e.
 - [Regular City Council Meeting • Agendas & Minutes • CivicClerk](#)
- Council Minutes Items 4.d. & 4.e. Approvals
 - [Regular City Council Meeting • Agendas & Minutes • CivicClerk](#)









CITY OF PRYOR CREEK PLANNING AND ZONING COMMISSION

[☒] ZONING [] PREL. PLAT [] LOT SPLIT TYPE 2 [] MODIFICATIONS [] DEVELOPMENT PLANS

12 North Rowe Street, P.O. Box 1167, Pryor Creek, Oklahoma 74362 - (918) 825-0888 - FAX (918) 825-6577 www.pryorcreek.org

APPLICATION INFORMATION

RECEIVED BY: _____ DATE FILED: _____ HEARING DATE: _____ CASE NUMBER: _____

[] RESIDENTIAL [] NON-RESIDENTIAL [] MIXED USE BUILDING PERMIT APPLICATION NUMBER: _____

NEIGHBORHOOD ASSOCIATIONS: _____

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 104 N Ogden, Pryor OK, 74361

LEGAL DESCRIPTION: Whitaker Addition Blk 23 Lot 11

PRESENT USE No Use PRESENT ZONING Com FLOOD PLAIN [] Y [☒] HISTORIC DESIGNATION [] Y [☒]

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING Residential PUD DESIGNATION INCLUDED: [] Y [☒] PUD PROPOSAL ATTACHED: [] Y [☒]

PROPOSED USE Build Spec House

NATURE OF PUD AMENDMENT: Whitaker Addition Blk 23 Lot 11

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME	<u>Colten Yoder</u>	NAME	<u>Colten Yoder & Cody Yoder</u>
ADDRESS	<u>903 E 16th St</u>	ADDRESS	<u>2827 E 44th Rd</u>
CITY, ST, ZIP	<u>Chautauque OK</u>	CITY, ST, ZIP	<u>Adair OK 74330</u>
DAYTIME PHONE	<u>918-530-1741</u>	DAYTIME PHONE	<u>918-864-3002</u>
EMAIL	<u>yodercole@gmail.com</u>	EMAIL	
FAX		FAX	
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.			
SIGNATURE & DATE		<u>Colten Yoder 4/28/26</u>	

DOES OWNER CONSENT TO THIS APPLICATION [☒] Y [] N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Brother

APPLICATION FEES			
BASE APPLICATION FEE	\$10.00		10.00
ADDITIONAL REQUESTS	\$	APPLICATION SUBTOTAL	\$
NEWSPAPER PUBLICATION	\$		93.50
SIGN POSTING	\$18.50		18.50
Review letter fee from City Reviewer for P & Z Meeting	\$125.00		\$
300 PROPERTY OWNERS LIST			300
300 PROPERTY OWNERS CERTIFICATE OF MAILING & POSTAGE (50¢ + \$.85 X # of mailing)	\$24.50		97.34
		NOTICE SUBTOTAL	
		TOTAL AMOUNT DUE	\$519.34

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

REVISED 10/2009

PAID

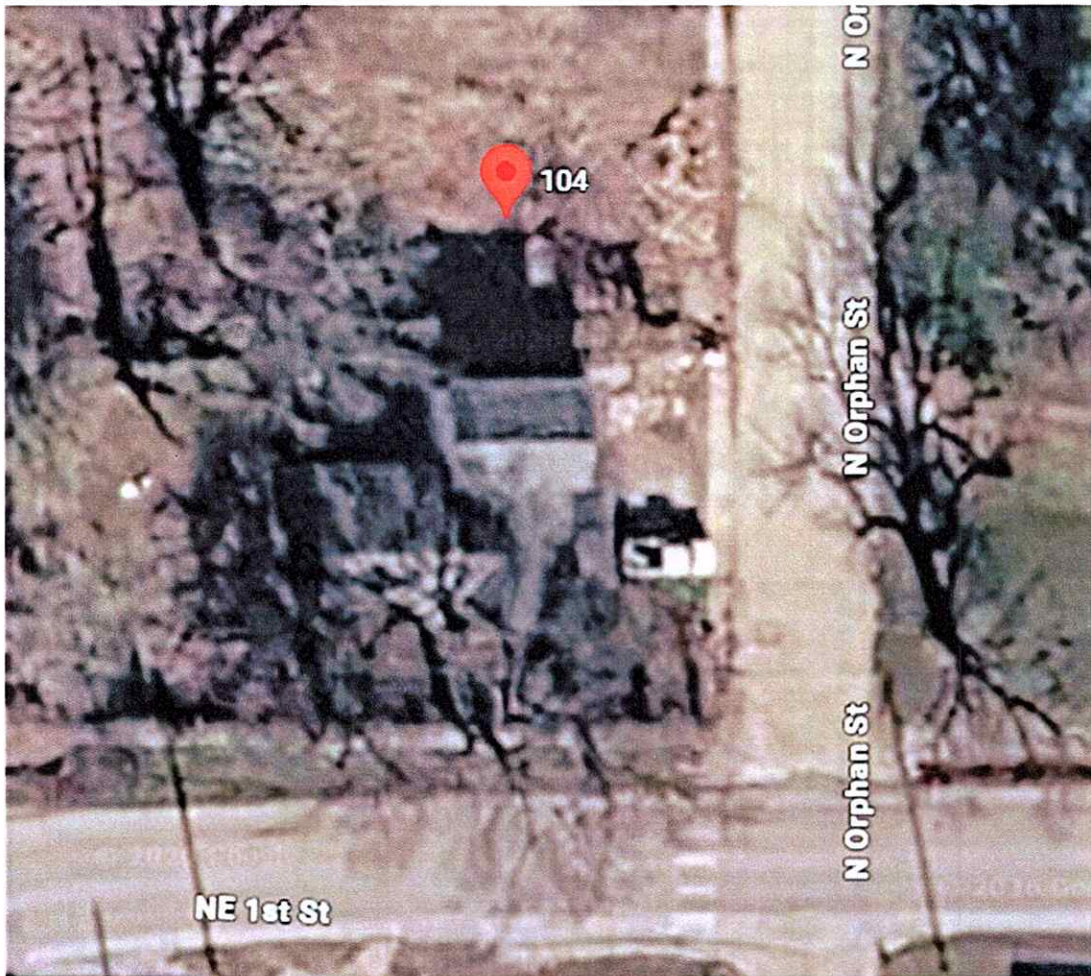
NOTICE OF PUBLIC HEARING

BEFORE THE CITY OF PRYOR CREEK PLANNING AND ZONING COMMISSION

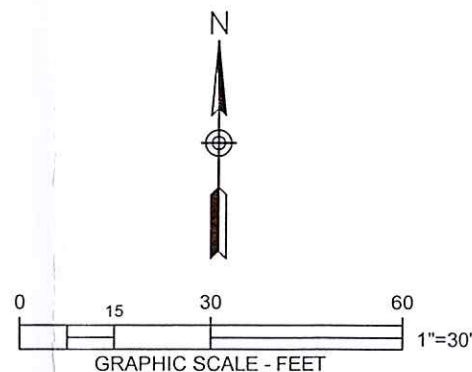
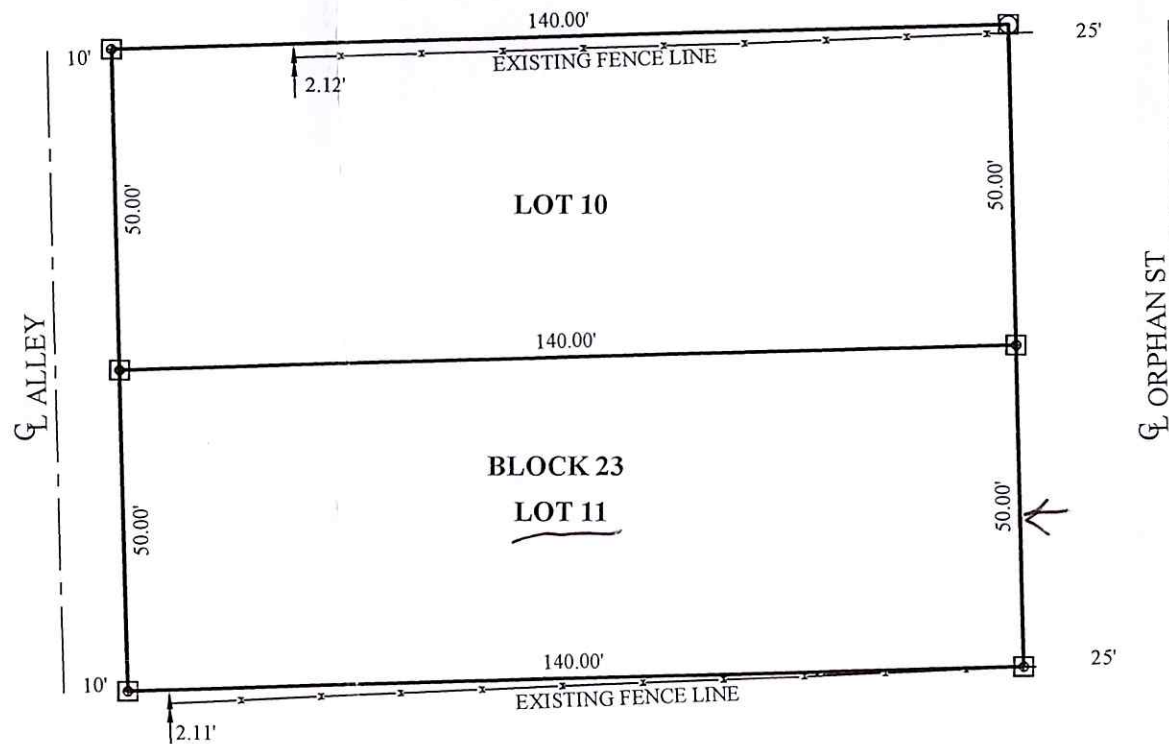
Notice is hereby given that on the 9th day of July 2026 at 5:00 P.M. in the City Hall Council Chamber, located at 12 North Rowe Street, 2nd floor, Pryor Creek, Mayes County, Oklahoma, the City of Pryor Creek Planning and Zoning Commission will consider the Zoning Change from CR (Commercial Restricted) to RS-70 (Residential Single -70)

LEGAL DESCRIPTION

Lot Numbered Eleven (11) in Block Numbered Twenty-three (23), in the WHITAKER ADDITION to the Incorporated Town of Pryor Creek, Mayes County, State of Oklahoma, according to the A.L. Gibbs Plat and Survey thereof. Address: 104 N Orphan



Anyone requiring special accommodations pursuant to the Americans with Disabilities Act should notify the City Clerk, Hannah Morris, at 918-825-0888.



- ⊗ - SET 3/8" I.P. W/ L.S. #2032 CAP
- ⊠ - FOUND 3/8" PIPE

NO EASEMENTS WERE SUPPLIED,
RESEARCHED, OR ADDRESSED AS PART OF
THIS SURVEY AND PLAT.

BEARINGS AND DISTANCES ARE BASED ON
THE FILED PLAT OF WHITAKER ADDITION.

LEGAL DESCRIPTION

Lot Numbered Ten (10) in Block Numbered Twenty-three (23),
in the WHITAKER ADDITION to the Incorporated Town of
Pryor Creek, Mayes County, State of Oklahoma, according to
the A.L. Gibbs Plat and Survey thereof.

AND

Lot Numbered Eleven (11) in Block Numbered Twenty-three
(23), in the WHITAKER ADDITION to the Incorporated Town
of Pryor Creek, Mayes County, State of Oklahoma, according to
the A.L. Gibbs Plat and Survey thereof.

CERTIFICATION

I, Kody Couch, the undersigned, a duly Registered Professional Land
Surveyor, R.P.L.S.#2032, in the State of Oklahoma do hereby certify that a
careful and accurate survey of the described property was made under my
supervision to the best of my knowledge and the accompanying plat is a true and
accurate representation of the same. This plat survey meets the Oklahoma
Minimum Standards for the practice of Land Surveying as adopted by the
Oklahoma State Board of Registration for Professional Engineers and Land
Surveyors.

The word certify or certificate as shown and used hereon means an
expression of professional opinion regarding facts of the survey and does not
constitute a warranty or guarantee, expressed or implied.

Witness my hand and seal this 10th day of May, 2026.



Kody Couch, R.P.L.S. #2032
C.A.#2425 6/30/26 Copyright 2026

GREEN COUNTRY SURVEYING			YODER PROPERTY	
207 SOUTH ADAIR STREET P.O. BOX 445 PRYOR, OKLAHOMA 74362 918-825-6575 OFFICE 918-825-3606 FAX			SURVEY PLAT	
DRAWN KRC	CHECKED KRC	DATE OF FIELD WORK 5/7/2026	SCALE 1"=30'	CRD. FILE - STWART-C DWG FILE - YODER-CN

CITY OF PRYOR CREEK PLANNING AND ZONING COMMISSION

☒ ZONING [] PREL. PLAT [] LOT SPLIT TYPE 2 [] MODIFICATIONS [] DEVELOPMENT PLANS

12 North Rowe Street, P.O. Box 1167, Pryor Creek, Oklahoma 74362 - (918) 825-0888 - FAX (918) 825-6577 www.pryorcreek.org

APPLICATION INFORMATION

RECEIVED BY: 1-2-26 DATE FILED: _____ HEARING DATE: 3/5/26 CASE NUMBER _____

[] RESIDENTIAL ☒ NON-RESIDENTIAL ☒ MIXED USE BUILDING PERMIT APPLICATION NUMBER _____

NEIGHBORHOOD ASSOCIATIONS: _____

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: TBD 857 N Mill

LEGAL DESCRIPTION: See Attached

PRESENT USE _____ PRESENT ZONING AG FLOOD PLAIN [] Y [] N HISTORIC DESIGNATION [] Y [] N

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: CAR - RES PUD DESIGNATION INCLUDED: [] Y [] N PUD PROPOSAL ATTACHED [] Y [] N

PROPOSED USE: MIXED ZONAL RV PARK

NATURE OF PUD AMENDMENT: _____

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME	NAME <u>James Derek Palmer</u>
ADDRESS	ADDRESS <u>994 N Elliot</u>
CITY, ST, ZIP	CITY, ST, ZIP <u>Pryor, OK 74361</u>
DAYTIME PHONE	DAYTIME PHONE <u>918 530 0717</u>
EMAIL <u>dk</u>	EMAIL <u>derek28-2011@yahoo.com</u>
FAX	FAX
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: <u>D. Palmer</u> <u>12-15-25</u>	

DOES OWNER CONSENT TO THIS APPLICATION [] Y [] N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? _____

APPLICATION FEES			
BASE APPLICATION FEE	\$10.00		<u>10.00</u>
ADDITIONAL REQUESTS	\$	APPLICATION SUBTOTAL	\$ <u>—</u>
NEWSPAPER PUBLICATION	\$		<u>60.00</u>
SIGN POSTING	\$18.50		<u>18.50</u>
Review letter fee from City Reviewer for P & Z Meeting	\$125.00		\$ <u>—</u>
300' PROPERTY OWNERS LIST			<u>230.00</u>
300' PROPERTY OWNERS CERTIFICATE OF MAILING & POSTAGE (.60 + 1.85 X # of mailing)	<u>\$2.45 x 3 = 3.14 x 7</u>		<u>21.98</u>
<u>174 2.40</u>		NOTICE SUBTOTAL	
TOTAL AMOUNT DUE			\$ <u>340.54</u>

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

PAID

NOTICE OF PUBLIC HEARING

BEFORE THE CITY OF PRYOR CREEK PLANNING AND ZONING COMMISSION

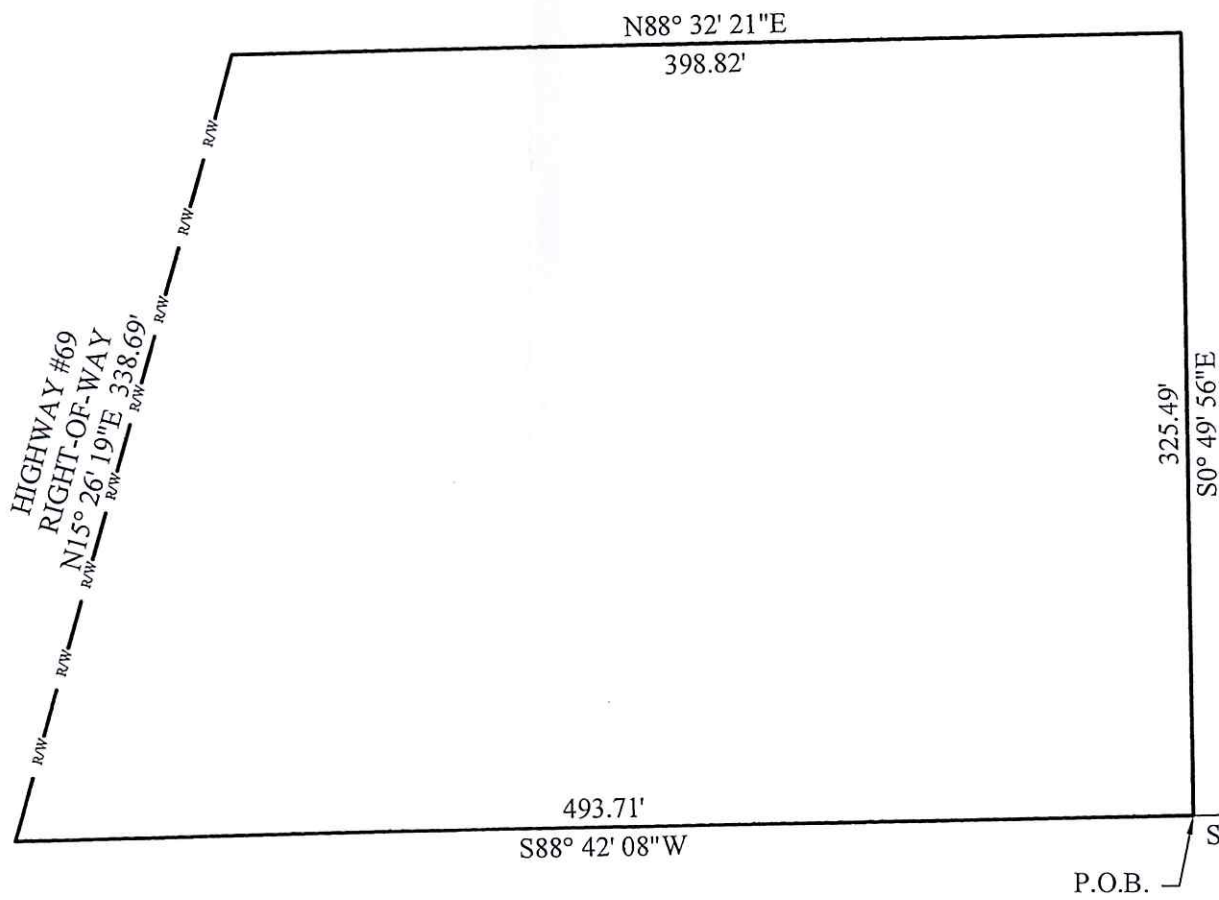
Notice is hereby given that on the 9th day of July 2026 at 5:00 P.M. in the City Hall Council Chamber, located at 12 North Rowe Street, 2nd floor, Pryor Creek, Mayes County, Oklahoma, the City of Pryor Creek Planning and Zoning Commission will consider the zoning change from AG (Agriculture) to CAR (Commercial Automotive Recreation) for the property as described below.

LEGAL DESCRIPTION

A tract of land situated in the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (SW/4 NE/4 NE/4) of Section 7, Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, State of Oklahoma, being more particularly described as follows, to-wit: Commencing at the Southeast Corner of said SW/4 NE/4 NE/4, THENCE N 1°36'21" W for a distance of 310.78 feet along the East line thereof; THENCE S 88°42'08" W for a distance of 81.43 feet to the POINT OF BEGINNING; THENCE S88°42'08"W for a distance of 493.71 feet to a point on the Easterly Right-of-Way of Highway #69; THENCE N15°26'19"E for a distance of 338.69 feet along said Right-of-way; THENCE N88°32'21"E for a distance of 398.82 feet; THENCE S0°49'56"E for a distance of 352.49 feet to the POINT OF BEGINNING. Contains 3.3280 acres, more or less. Address: 857 N Mill.



Anyone requiring special accommodations pursuant to the Americans with Disabilities Act should notify the City Clerk, Hannah Morris, at 918-825-0888.



LEGAL DESCRIPTION

A tract of land situated in the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (SW/4 NE/4 NE/4) of Section 7, Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, State of Oklahoma, being more particularly described as follows, to-wit:

Commencing at the Southeast Corner of said SW/4 NE/4 NE/4, THENCE N1°36'21"W for a distance of 310.78 feet along the East Line thereof; THENCE S88°42'08"W for a distance of 81.43 feet to the POINT OF BEGINNING; THENCE S88°42'08"W for a distance of 493.71 feet to a point on the Easterly Right-of-Way of Highway #69; THENCE N15°26'19"E for a distance of 338.69 feet along said Right-of-Way; THENCE N88°32'21"E for a distance of 398.82 feet; THENCE S0°49'56"E for a distance of 352.49 feet to the POINT OF BEGINNING.

Contains 3.3280 acres, more or less.

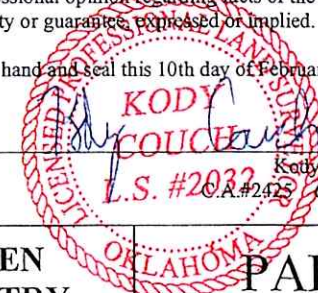
This legal description was developed by Kody Couch, L.S. #2032, on 2/10/2026.

CERTIFICATION

I, Kody Couch, the undersigned, a duly Registered Professional Land Surveyor, R.P.L.S.#2032, in the State of Oklahoma do hereby certify that a careful and accurate survey of the described property was made under my supervision to the best of my knowledge and the accompanying plat is a true and accurate representation of the same. This plat survey meets the Oklahoma Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

The word certify or certificate as shown and used hereon means an expression of professional opinion regarding facts of the survey and does not constitute a warranty or guarantee, expressed or implied.

Witness my hand and seal this 10th day of February, 2026.



Kody Couch, R.P.L.S. #2032
O.A.#2425 6/30/26 Copyright 2026

S.E. CORNER
SW/4 NE/4 NE/4

NOTE:

NO MONUMENTATION WAS SET AS PER THIS PLAT, ONLY A LEGAL DESCRIPTION WAS DEVELOPED.

NO EASEMENTS WERE SUPPLIED, RESEARCHED, OR ADDRESSED AS PART OF THIS SURVEY AND PLAT.

BASIS OF BEARING IS S1°36'12"E ALONG THE EAST LINE OF SAID NE/4.

**GREEN
COUNTRY
SURVEYING**

207 SOUTH ADAIR STREET
P.O. BOX 445
PRYOR, OKLAHOMA 74362
918-825-6575 OFFICE
918-825-3606 FAX

**PALMER
PROPERTY
COMMERCIAL TRACT**

**LEGAL
DESCRIPTION PLAT**

DRAWN
KRC

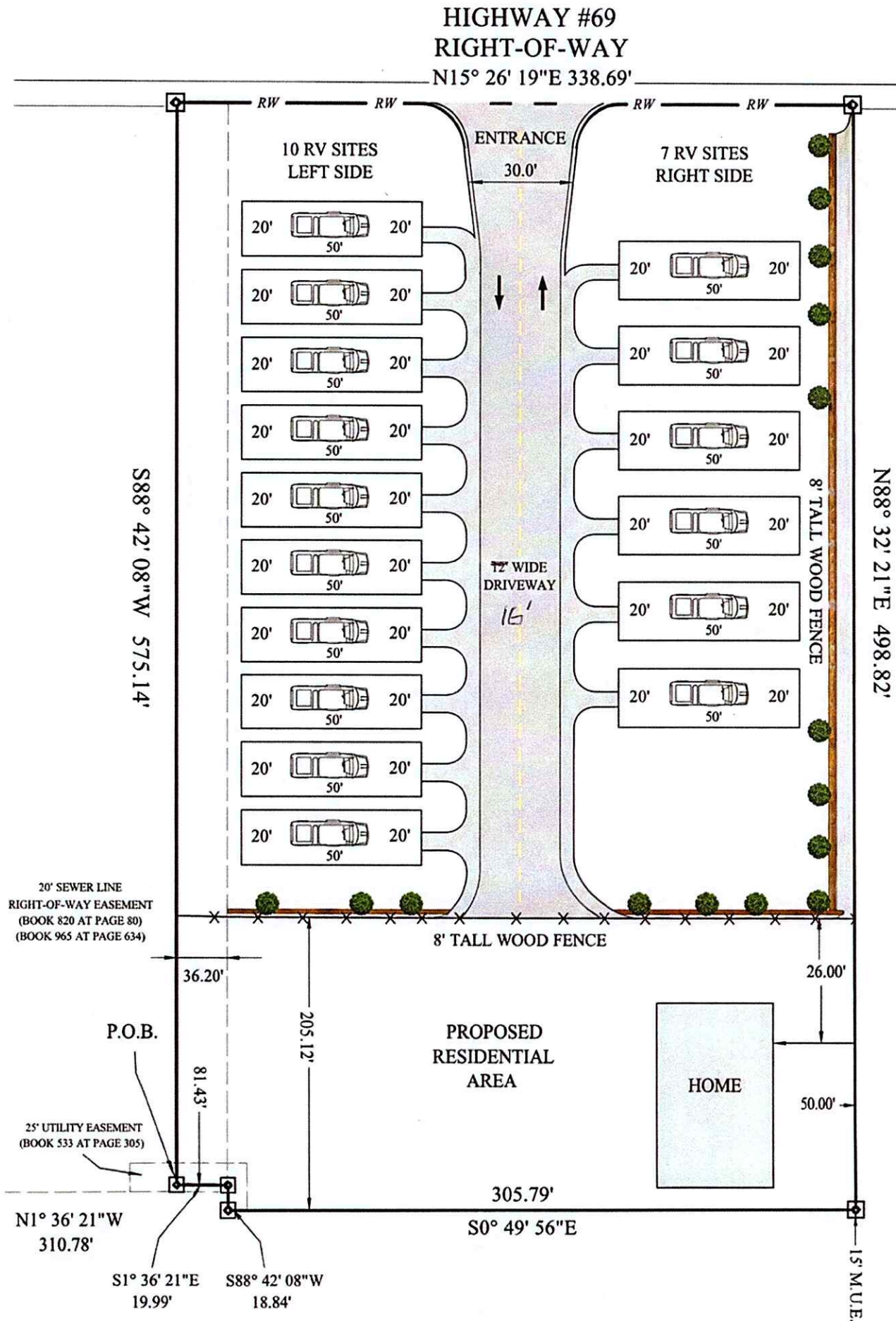
CHECKED
KRC

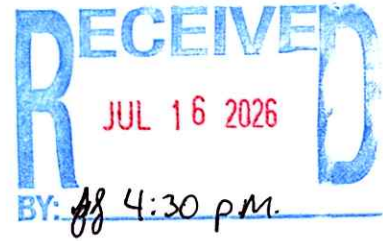
DATE OF OFFICE WORK
2/10/2026

SCALE
1"=80'

CRD. FILE - 7-21-19

DWG FILE - PLMR-CMR





CITY OF PRYOR CREEK, OKLAHOMA

PROTEST PETITION
[Zoning Change for James Derek Palmer]

Pursuant to Okla. Stat. tit. 11, § 43-105 and Prior Code, § 10-15-3, the undersigned owners of real property in Property Creek, Oklahoma, hereby submit this formal protest against James Derek Palmer's ("Palmer") proposed zoning map amendment (rezoning) from Agriculture (AG) to Commercial Automotive Recreation (CAR) for an RV park. In support of this Protest Petition, the undersigned state as follows:

A. This Protest Petition is a valid formal protest pursuant to Prior Code, § 10-15-3(G).

1. Palmer's zoning application lists an address of "857 N. Mill, [Pryor, OK 74361]" although Palmer's entire agricultural zone is more properly identified as 994 N. Elliott, Pryor OK 74361. Palmer's zoning application lists the following legal description:

A tract of land situated in the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (SW/4 NE/4 NE/4) of Section 7, Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, State of Oklahoma, being more particularly described as follows, to-wit: Commencing at the Southeast Corner of said SW/4 NE/4 NE/4, THENCE N 1°36'21" W for a distance of 310.78 feet along the East Line thereof; THENCE S 88°42'08"W for a distance of 81.43 feet to the POINT OF BEGINNING; THENCE S88°42'08"W for a distance of 493.71 feet to a point on the Easterly Right-of-Way of Highway #69; THENCE N15°26'19"E for a distance of 338.69 feet along said Right-of-way; THENCE N88°32'21"E for a distance of 398.82 feet; THENCE S0°49'56"E for a distance of 352.49 feet to the POINT OF BEGINNING. Contains 3.3280 acres, more or less. (857 N Mill)

2. This Protest Petition is signed and acknowledged by the owners of 50% or more of the area of the lots within 300 feet of the area included in the proposed zoning map amendment. See Prior Code, § 10-15-3(G)(2).

3. This Protest Petition is submitted to the Community Development Director at least three business days before the City Council's Vote, which is set for vote on July 21, 2026. See Prior Code, § 10-15-3(G)(3).

4. This Protest Petition is a formal protest of the proposed zoning map amendment, and the street address of the subject property is identified in Paragraph 1 herein. *See* Prior Code, § 10-15-3(G)(4).

5. Each person signing this Protest Petition is at least 18 years of age and holds title to their property. If a lot is owned by a trust, the authorized trustee or trustees have signed this Protest Petition. If a lot is owned by a limited liability company, a manager signed this Protest Petition. *See* Prior Code Prior Code, § 10-15-3(G)(5).

6. Each persons signing this Protest Petition indicated the street address of the lot owned or is identified in the map of the surrounding area attached as “**Exhibit A.**” *See* Prior Code, § 10-15-3(G)(6).

7. Each signature page contains the same protest language. Each signature is accompanied by the legibly printed or typed name of the person signing. The name of the person signing is the same as the person as shown in the land records of the County Clerk. *See* Prior Code, § 10-15-3(G)(7).

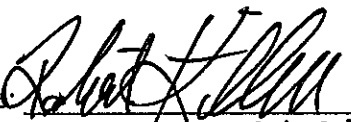
8. Because all other conditions of Prior Code § 10-15-3(G) are satisfied, the City Council must pass the zoning map amendment by a favorable vote of three-fourths of the members of the entire City Council. *See* Prior Code, § 10-15-3(G)(7).

WHEREFORE, the signers below formally protest Palmer’s proposed zoning map amendment from Agriculture (AG) to Commercial Automotive Recreation (CAR) for an RV park, and request Pryor Creek City Council to deny the zoning application. Pursuant to Prior Code, § 10-15-3(G), passage of Palmer’s zoning map amendment requires a favorable of three-fourths of the members of the entire City Council.

SIGNED AND ACKNOWLEDGED

STATE OF OKLAHOMA)
) ss.
COUNTY OF MAYES)

I hereby acknowledge that I am the record owner of the property listed below, I am at least 18 years of age, and I support this formal protest of the proposed zoning map amendment.

Signature: 
Printed Name: Robert Kitlen

Title: Trustee of the Robert & Regina Kitlen Revocable Trust

Street Address for Lot(s) Owned:

See Exhibit "A" for Lots Owned

Subscribed and sworn before me this ____ day of July 2026.

Notary Public

My Commission Expires: _____
(SEAL)

SIGNED AND ACKNOWLEDGED

STATE OF OKLAHOMA)
) ss.
COUNTY OF MAYES)

I hereby acknowledge that I am the record owner of the property listed below, I am at least 18 years of age, and I support this formal protest of the proposed zoning map amendment.

Signature: Jackie Spruell
Printed Name: Jackie Spruell

Title: Manager of The Gardens at Pryor Creek 90, LLC

Street Address of Lot Owned:

See Exhibit "A" for Lot Owned

Subscribed and sworn before me this ____ day of July 2026.

Notary Public

My Commission Expires: _____
(SEAL)

SIGNED AND ACKNOWLEDGED

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

I hereby acknowledge that I am the record owner of the property listed below, I am at least 18 years of age, and I support this formal protest of the proposed zoning map amendment.

Signature: *Bernice R. Erwin* *Carolyn R. Erwin*
Printed Name: Bernice R. Erwin Carolyn R. Erwin

Title: Trustee of the Erwin Family Trust

Street Address of Lot Owned: 822 N. Elliott, Pryor, OK 74361

See Exhibit "A" for Lot Owned

Subscribed and sworn before me this ____ day of July 2026.

Notary Public

My Commission Expires: _____
(SEAL)

SIGNED AND ACKNOWLEDGED

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

I hereby acknowledge that I am the record owner of the property listed below, I am at least 18 years of age, and I support this formal protest of the proposed zoning map amendment.

Signature: Barry Chapp

Printed Name: BARRY CHAPP - MANAGING MEMBER
Title: Manager of D & B Holdings LLC OF D & B Holdings LLC

Street Address for Lot Owned:

See Exhibit "A" for Lots Owned

Subscribed and sworn before me this ____ day of July 2026.

Notary Public

My Commission Expires: _____
(SEAL)

SIGNED AND ACKNOWLEDGED

STATE OF OKLAHOMA)
) ss.
COUNTY OF MAYES)

I hereby acknowledge that I am the record owner of the property listed below, I am at least 18 years of age, and I support this formal protest of the proposed zoning map amendment.

Signature: Tracey Bower

Printed Name: Tracey Bower

Street Address of Lot Owned: 996 N. Elliott, Pryor, OK 74361

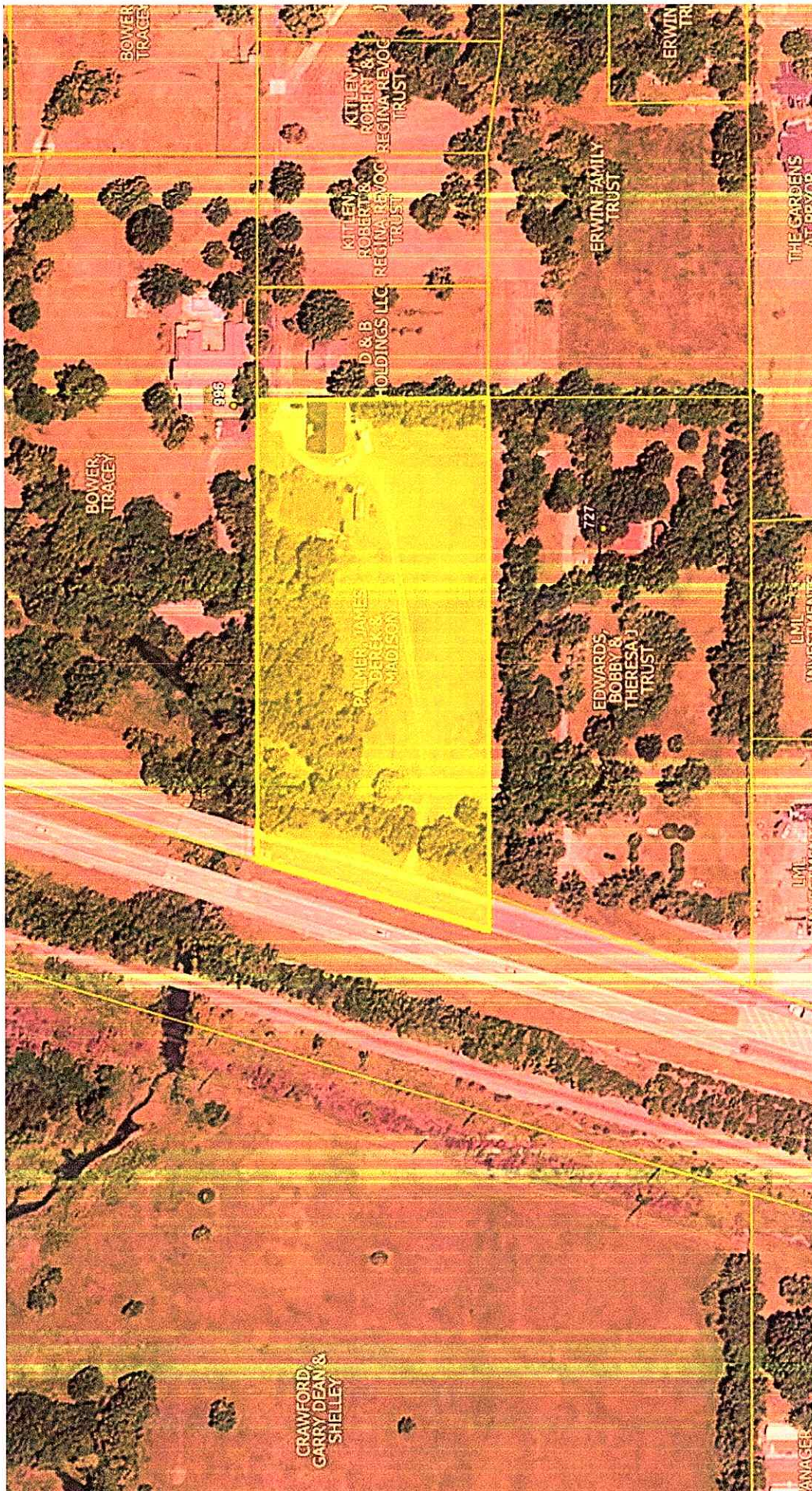
See Exhibit "A" for Lot Owned

Subscribed and sworn before me this ____ day of July 2026.

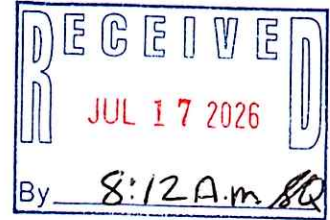
Notary Public

My Commission Expires: _____
(SEAL)

Exhibit A



CITY OF PRYOR CREEK, OKLAHOMA



PROTEST PETITION
[Zoning Change for James Derek Palmer]

Pursuant to Okla. Stat. tit. 11, § 43-105 and Prior Code, § 10-15-3, the undersigned owners of real property in Property Creek, Oklahoma, hereby submit this formal protest against James Derek Palmer's ("Palmer") proposed zoning map amendment (rezoning) from Agriculture (AG) to Commercial Automotive Recreation (CAR) for an RV park. In support of this Protest Petition, the undersigned state as follows:

A. This Protest Petition is a valid formal protest pursuant to Prior Code, § 10-15-3(G).

1. Palmer's zoning application lists an address of "857 N. Mill, [Pryor, OK 74361]" although Palmer's entire agricultural zone is more properly identified as 994 N. Elliott, Pryor OK 74361. Palmer's zoning application lists the following legal description:

A tract of land situated in the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (SW/4 NE/4 NE/4) of Section 7, Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, State of Oklahoma, being more particularly described as follows, to-wit: Commencing at the Southeast Corner of said SW/4 NE/4 NE/4, THENCE N 1°36'21" W for a distance of 310.78 feet along the East Line thereof; THENCE S 88°42'08" W for a distance of 81.43 feet to the POINT OF BEGINNING; THENCE S88°42'08" W for a distance of 493.71 feet to a point on the Easterly Right-of-Way of Highway #69; THENCE N15°26'19" E for a distance of 338.69 feet along said Right-of-way; THENCE N88°32'21" E for a distance of 398.82 feet; THENCE S0°49'56" E for a distance of 352.49 feet to the POINT OF BEGINNING. Contains 3.3280 acres, more or less. (857 N Mill)

2. This Protest Petition is signed and acknowledged by the owners of 50% or more of the area of the lots within 300 feet of the area included in the proposed zoning map amendment. *See* Prior Code, § 10-15-3(G)(2).

3. This Protest Petition is submitted to the Community Development Director at least three business days before the City Council's Vote, which is set for vote on July 21, 2026. *See* Prior Code, § 10-15-3(G)(3).

4. This Protest Petition is a formal protest of the proposed zoning map amendment, and the street address of the subject property is identified in Paragraph 1 herein. *See* Prior Code, § 10-15-3(G)(4).

5. Each person signing this Protest Petition is at least 18 years of age and holds title to their property. If a lot is owned by a trust, the authorized trustee or trustees have signed this Protest Petition. If a lot is owned by a limited liability company, a manager signed this Protest Petition. *See* Prior Code Prior Code, § 10-15-3(G)(5).

6. Each persons signing this Protest Petition indicated the street address of the lot owned or is identified in the map of the surrounding area attached as “**Exhibit A.**” *See* Prior Code, § 10-15-3(G)(6).

7. Each signature page contains the same protest language. Each signature is accompanied by the legibly printed or typed name of the person signing. The name of the person signing is the same as the person as shown in the land records of the County Clerk. *See* Prior Code, § 10-15-3(G)(7).

8. Because all other conditions of Prior Code § 10-15-3(G) are satisfied, the City Council must pass the zoning map amendment by a favorable vote of three-fourths of the members of the entire City Council. *See* Prior Code, § 10-15-3(G)(7).

WHEREFORE, the signers below formally protest Palmer’s proposed zoning map amendment from Agriculture (AG) to Commercial Automotive Recreation (CAR) for an RV park, and request Pryor Creek City Council to deny the zoning application. Pursuant to Prior Code, § 10-15-3(G), passage of Palmer’s zoning map amendment requires a favorable of three-fourths of the members of the entire City Council.

SIGNED AND ACKNOWLEDGED

STATE OF OKLAHOMA)
) ss.
COUNTY OF MAYES)

I hereby acknowledge that I am the record owner of the property listed below, I am at least 18 years of age, and I support this formal protest of the proposed zoning map amendment.

Signature: *Theresa Edwards*
Printed Name: Theresa Edwards

Title: Trustee of the Bobby and Theresa J. Edwards Trust

Street Address of Lot Owned: 727 N. Mill, Pryor, OK 74361

See Exhibit "A" for Lot Owned

Subscribed and sworn before me this 16 day of July 2026.

[Signature]
Notary Public

My Commission Expires: 12-30-29
(SEAL)

