



CITY OF PRYOR CREEK
PROMOTION TO POLICE OFFICER
Presented in Memory of
OFFICER MATTHEW ARNOLD #49
Pryor Creek Police Department



Inside you, there was a calling to serve others, and you chose to pursue that, and serve the citizens of Pryor Creek. You chose a life that few can understand with the reward of making a difference.

In appreciation of your tireless efforts and your dedication to this city, you have been promoted to Patrolman for the City of Pryor Creek, effective August 25, 2021.

This posthumous promotion is public recognition of the honor in which we will bestow upon you by retiring Pryor Creek Police Officer badge number 49 so that your dedication to the citizens of Pryor Creek will always be remembered by generations to come.


Larry Lees
Mayor

Given this 31st day of August 2021


Dennis Nichols
Chief of Police



*Certificate of Special
Congressional Recognition*

Presented to

MATTHEW ARNOLD

*in recognition of outstanding and invaluable
service to the community.*

AUGUST 25, 2021

DATE

A blue ink signature is written over a horizontal line. Below the signature, the text "MEMBER OF CONGRESS" is printed.

MEMBER OF CONGRESS

CITY OF PRYOR CREEK
BALANCE SHEET
JUNE 30, 2021

COVID REIMBURSEMENT (2020)

ASSETS

05-000-1010	CASH IN COMBINED CASH FUND	580,066.10	
	TOTAL ASSETS		580,066.10

LIABILITIES AND EQUITY

LIABILITIES

05-000-2005	ENCUMBRANCES PAYABLE	35,847.88	
	TOTAL LIABILITIES		35,847.88

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	544,218.22	
	BALANCE - CURRENT DATE	544,218.22	
	TOTAL FUND EQUITY		544,218.22
	TOTAL LIABILITIES AND EQUITY		580,066.10

CITY OF PRYOR CREEK
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

COVID REIMBURSEMENT (2020)

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
05-000-4401	COVID REIMBURSEMENT (2020)	377,644.10	377,644.10	.00	(377,644.10)	.0
05-000-4405	COVID RESERVE (2020)	202,422.00	202,422.00	.00	(202,422.00)	.0
	TOTAL FUND REVENUE	580,066.10	580,066.10	.00	(580,066.10)	.0

CITY OF PRYOR CREEK
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

COVID REIMBURSEMENT (2020)

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-501-5401 COVID REIMBURSEMENT (2020)	35,847.88	35,847.88	.00	(35,847.88)	.0
TOTAL DEPARTMENT 501	35,847.88	35,847.88	.00	(35,847.88)	.0
TOTAL FUND EXPENDITURES	35,847.88	35,847.88	.00	(35,847.88)	.0
NET REVENUE OVER EXPENDITURES	544,218.22	544,218.22	.00	(544,218.22)	.0

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is entered into between Greg KeirseY and Meagan KeirseY, husband and wife, (Seller) and The City of Pryor Creek, Oklahoma, a municipal corporation, (Buyer).

Upon approval of this contract by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale shall exist, the terms and conditions of which are as follows:

Legal Description:

Lot 9 of Block 1, Southern Acres Addition to the City of Pryor Creek, State of Oklahoma, according to the official plat thereof filed of record in the office of the Mayes County Clerk, State of Oklahoma.

PURCHASE PRICE:

FOUR THOUSAND DOLLARS AND NO/100, (\$4,000.00) to be paid as follows: Cash or equivalent at Closing

CONDITION OF PROPERTY, INSPECTION AND DISCLAIMER:

Buyers shall have Five (5) days subsequent to the execution hereof to have the said property and any improvements thereon inspected by professionals qualified to perform the inspection to be made and within which time to deliver written notice of any objections disclosed by said inspection to the seller. In the event that said inspections reveal objections as to the property for the intended use by the Purchase of the property then and in that event the Purchaser may in its sole discretion terminate this contract and it shall be deemed null and void.

Until Closing or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon the Seller; after Closing or transfer of possession, such risk of loss shall be upon the Buyer.

EXPRESS DISCLOSURE OF SELLERS WITH RESPECT TO KNOWN DEFECTS:

Buyer acknowledges that Seller has made the following disclosures regarding known defects existing upon the property and Buyer accepts said property with knowledge of same (defects includes known or suspected violations of laws and regulations including but not limited to DEQ regulations): None – vacant land

ADDITIONAL CONDITIONS/PROVISIONS:

This agreement is subject to and contingent upon approval of the property as acceptable to the Purchaser with respect to investigations to be made of the suitability of the property for the intended uses of the purchaser and approval of survey of the property to be made as hereinafter set

Contract Of Sale

Greg and Megan KeirseY to City of Pryor Creek

Lot 9, Block 1 Southern Acres Addition to Pryor Creek

forth. The purchaser has Five (5) days from execution of this agreement within which to provide notice to the Seller of his approval or disapproval of the property. If no notice be provided within this time period the purchaser shall have been deemed to accept the property. In the event Purchaser shall notify buyer within the time period herein of the unacceptability of the property then and in that event this agreement shall be cancelled and held for naught upon such notice in writing being given to the seller.

TITLE:

Buyer shall have Forty-Five (45) days after approval of this contract to obtain, at Buyer's expense, such documentation of marketable title in the Seller as deemed by the Buyer to be sufficient. If there be exceptions to title which are not satisfactory to the Purchaser, then in that event purchaser may terminate this contract and same shall be deemed null and void and of no further force nor effect.

TAXES AND PRORATIONS:

The Seller shall pay in full; (i) all special assessments against the property upon the date of Closing, whether or not payable in installments; (ii) all taxes, other than general ad valorem taxes of the current calendar year, which are a lien on the Property upon the date of Closing; and (iii) the cost of any item of workmanship or material furnished on or prior to the date of Closing which is or may become a lien on the Property. Unless otherwise specified herein, the following shall be prorated between the Seller and Buyer as of the date of Closing; (i) rents, if any; and (ii) general ad valorem taxes for the current year, provided that, if the amount of such taxes has not then been fixed., the proration shall be based upon the rate of levy for the previous calendar year.

CLOSING:

Subject to the provisions above and subject to the fulfillment of any conditions to the Closing specified herein the Closing shall be held on or before the 19th day of October 2021. If there are valid objections to title which require correction, the Closing may be extended at the option of the purchaser. At the Closing, the Seller shall deliver to the Buyer a Warranty Deed Conveying the property to the Buyer upon payment of the purchase price. Unless otherwise agreed in writing, possession shall be transferred on the date of closing.

BREACH OF CONTRACT:

If after the Seller has performed Seller's obligations under this Contract, and if within five (5) days after the date specified for closing hereinabove, the Buyer fails to make payments or to perform any other obligations of the Buyer under this Contract then the Seller may, at his option, cancel and terminate this contract. If the Buyer performs all of the obligations of Buyer and Seller breaches

Contract Of Sale

Greg and Megan Keirse to City of Pryor Creek

Lot 9, Block 1 Southern Acres Addition to Pryor Creek

this Contract or fails to perform any of Seller's obligations, then Buyer shall be entitled to either cancel and terminate this Contract, or pursue any other legal or equitable remedy.

EFFECT:

This agreement, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of the Seller and Buyer, their heirs, legal representatives, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This contract can only be amended or modified by a written agreement signed by Seller and Buyer. In executing this Contract, both Seller and Buyer agree to the terms of the contained herein.

APPROVED AND AGREED:

Greg Keirse, Seller

Dated

Meagan Keirse, Seller

Dated

The City of Pryor Creek, State of Oklahoma

Larry Lees, Mayor, Buyer

Dated

Approved by the City Council for the City of Pryor Creek, State of Oklahoma in regular meeting held on the _____ day of _____, 2021

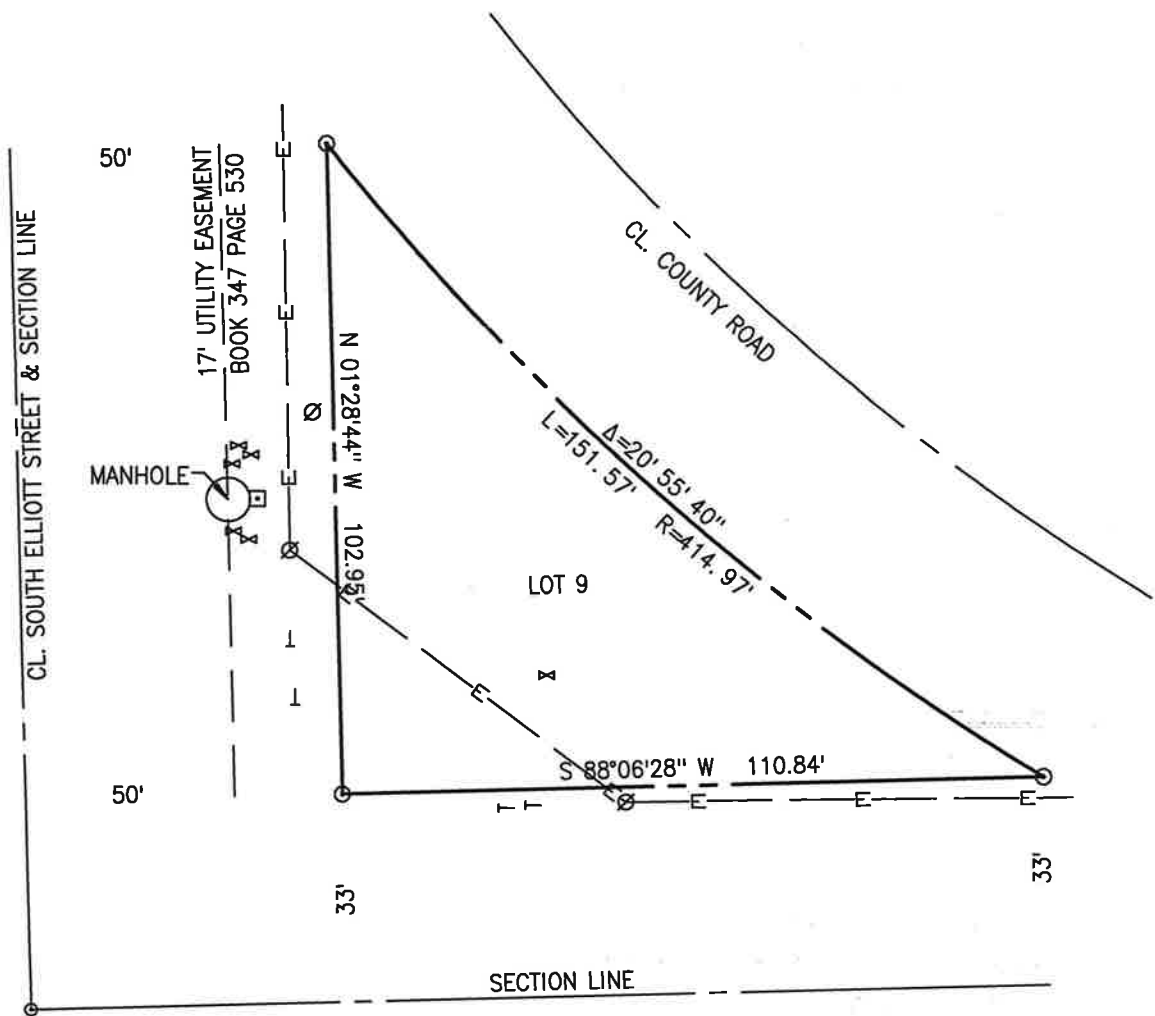
Attest:

Eva Smith, City Clerk for City of Pryor Creek

Contract Of Sale
Greg and Megan Keirse to City of Pryor Creek
Lot 9, Block 1 Southern Acres Addition to Pryor Creek

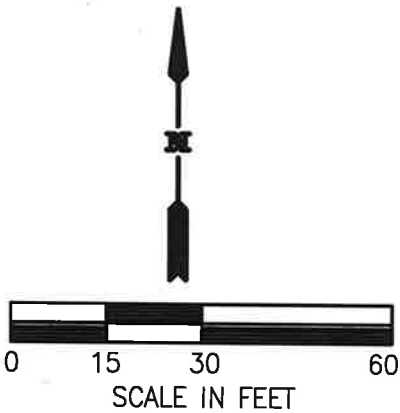
SURVEY PLAT

THIS PLAT OF 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.



- T DENOTES GUY WIRE
- ⊗ DENOTES POWER POLE
- X DENOTES WATER VALVE
- DENOTES WATER METER
- ⊙ DENOTES FOUND IRON PIN

BASIS OF BEARINGS: OKLAHOMA STATE PLANE
NORTH ZONE (NAD 1983)



CERTIFICATE

I, Brett King, the undersigned, a Registered Professional Land Surveyor L.S. 1533, in the State of Oklahoma, of Landmark Surveying, C.A. 4572 6-30-23, of 245 S. Taylor, P.O. Box 1328, Pryor, Oklahoma (918-825-2804) do hereby certify that a careful survey of the following described property was made under my supervision:

Lot Numbered Nine (9) of SOUTHERN ACRES, a Subdivision in Mayes County, State of Oklahoma, according to the official recorded Plat and Survey thereof, filed for record in the office of the County Clerk of said County and State.

Witness my hand and seal this 25th day of August, 2021.

Copyright August, 2021



**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, AUGUST 17TH, 2021 AT 6:00 P.M.**

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 e-mailed to The Paper newspaper and e-mailed to the Council members.

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

Mayor Lees called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Dennis Nance. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Jon Ketcher, Choya Shropshire, Dennis Nance, Steve Smith, Briana Brakefield, Jimmy Tramel, Yolanda Thompson. Members absent: Randy Chitwood.

Department Heads and other City Officials present: Police Chief Dennis Nichols, Assistant Police Chief James Willyard, Fire Chief BK Young, Park Superintendent Frank Powell, Street Superintendent Buddy Glenn, Golf Superintendent Dennis Bowman, Library Director Cari Rerat, Recreation Center Director Jessica Long.

Others present: Police Captain Kevin Tramel, Police Officers Dustin VanHorn, Justin Allen and Jared Vance, Animal Control Officer Becki Sams-Benham, City Accountant Jeff Kolker, City Engineer Steve Powell, Library Board Chairman Jeanette Anderson, Jessica Flud, Dan Hazelton, Kimmie Shropshire and Terry Aylward.

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

Dan Hazelton spoke regarding an upcoming Helping Hands Mixer on August 30th, 2021, at 6 p.m.

3. DEPARTMENT HEAD REPORTS IF NEEDED:

a. Building Inspector

No report.

b. Emergency Management

No report.

c. Fire

Young had no report but asked if the Council had questions.

d. Golf

Bowman reported that they are staying very busy, and they have had a record month. The Northeast Oklahoma Veterans Freedom Tour Tournament is coming up.

e. Library

Rerat reported that the door count for July was 3,600 people. They also answered 3,158 questions, which is almost 1,000 more than last July.

f. Parks / Cemetery

Powell reported that they continue with regular maintenance. The Splash Pad is now operating on school hours. The new bathrooms have been open about three weeks, and so far there has been no vandalism. There are a couple of small maintenance issues with the new bathrooms, but they are being handled. The Pool Subcommittee should be coming to Park Board with their recommendations soon.

g. Police

Nichols reported that school has started and they are staying busy.

h. Recreation Center

Long reported that the awning project started this week. They should start getting busier after Labor Day.

i. Street

Glenn reported that they continue with daily operations. They have been working on sidewalks and dipping ditches. They are starting work on alleys this week.

4. MAYOR’S REPORT:

- a. Recognition of Pryor Police Officer Mitchel Phillips and Kika for their awards at the Association of Oklahoma Narcotic Enforcers Banquet for “Region K9 Team of the Year” and “State K9 Team of the Year.”

Mayor recognized Pryor Police Officer Mitchel Phillips and Kika for their awards at the Association of Oklahoma Narcotic Enforcers Banquet for “Region K9 Team of the Year” and “State K9 Team of the Year.”

5. CITY ATTORNEY’S REPORT:

No report.

6. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

(Items deemed non-controversial and routine in nature to be approved by one motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda.)

- a. Approve minutes of the August 3rd, 2021 Council meeting.
b. Approve payroll purchase orders through August 20th and September 3rd, 2021.
c. Approve claims for purchase orders through August 17th, 2021.

FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL	2120210365 - 2120210371	156,457.51
STREET & DRAINAGE	2120210280 – 911260B	7,764.02
GOLF COURSE	2120210364	405.66
CAPITAL OUTLAY	911228B – 911229B	44,065.03
REAL PROPERTY ACQUIS.	2120210380 - 2120210381	3,963.00
RECREATION CENTER	2120210308 - 2120210296	25,284.25
PPWA	2120210373	2,300.00
LIBRARY SPECIAL	2120210148 - 2120210363	2,394.99
DONATIONS AND EARMARKED	2120210358	8.00
TOTAL		242,642.46
BLANKETS		
911268B	AMAZON CAPITAL SERVICES	500.00
911269B	DEMCO	1,000.00
911270B	WALMART COMMUNITY	1,000.00
911271B	BLACKSTONE PUBLISHING	1,000.00
911272B	SUNDANCE OFFICE SUPPLY	1,000.00
911273B	CANON FINANCIAL SERVICES	3,500.00
911274B	LAKELAND OFFICE SYSTEMS	700.00
911275B	INGRAM	20,000.00
911276B	WALMART COMMUNITY	500.00
TOTAL		29,200.00

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
- e. Discussion and possible action regarding Change Order No. 1 from Boss Contracting LLC as an emergency action in the amount of \$64,040.65, which reflects an increase in the amount of \$9,200.65 for Project – 2021 Pryor OK, Street Patch (City Jobs) from Street Capital Outlay Account #14-145-5411.
- f. Discussion and possible action regarding the proposed City of Pryor Creek 2021-2022 pay plan. This proposed pay plan incorporates a 3% cost of living increase and incorporates the changes noted on Ranges B, C, Q and R, and adds Range U. Ratification of this pay plan makes the effective date of the plan July 1st, 2021.
- g. Discussion and possible action regarding the 2021-2022 City of Pryor Creek General Fund Budget (Fund #02).
- h. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Street Budget (Fund #14).
- i. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Cemetery Care Fund Budget (Fund #19).
- j. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Golf Fund Budget (Fund #41).
- k. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Capital Outlay Fund Budget (Fund #44).
- l. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Real Property Acquisition Reserve Fund Budget (Fund #46).
- m. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Recreation Center Fund Budget (Fund #84).
- n. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Public Works Authority Fund Budget (Fund #88).
- o. Discussion and possible action regarding the 2021-2022 City of Pryor Creek E-911 Fund Budget (Fund #91).

- p. Discussion and possible action regarding the 2021-2022 City of Pryor Creek COVID Reimbursement Fund (Fund #05).
- q. Discussion and possible action regarding Street Rehabilitation Project for 2021 to include the number-one ranking projects as proposed by the City Engineer and recommended by Street Committee in the amount of \$498,544.00 from proposed budget line item 14-145-5410.
- r. Discussion and possible action regarding accepting bid from Chupp Implement Co. for Rhino Boom Arm Mower for the Pryor Creek Street Department at State bid price of \$9,860.50 from Street Capital Outlay Account #14-145-5411.
- s. Discussion and possible action regarding accepting bid from Chupp Implement Co. for Zero Turn mower for the Pryor Creek Street Department in the amount of \$3,199.00 as in the best interest of the city from Street Capital Outlay Account #14-145-5411. Other bids received: Springdale Tractor Co. - \$4,058.00; P&K Equipment - \$2,999.00.
- t. Discussion and possible action regarding promotion of Trent Humphrey from Corporal Range K, Step 4 to Sergeant Range L, Step 4 (annual wage - \$55,075.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget.
- u. Discussion and possible action regarding promotion of Dustin VanHorn from Corporal Range K, Step 4 to Sergeant Range L, Step 4 (annual wage - \$55,075.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget.
- v. Discussion and possible action regarding promotion of Jared Vance from Corporal Range K, Step 4 to Sergeant Range L, Step 4 (annual wage - \$55,075.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget.
- w. Discussion and possible action regarding promotion of Justin Allen from Corporal Range K, Step 3 to Sergeant Range L, Step 3 (annual wage - \$48,448.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget.
- x. Discussion and possible action regarding promotion of John Stanglin from Patrolman Range J, Step 3 to Corporal Range K, Step 3 (annual wage - \$47,316.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget.
- y. Discussion and possible action regarding promotion of Billy Frazier from Patrolman Range J, Step 3 to Corporal Range K, Step 3 (annual wage - \$47,316.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget.
- z. Discussion and possible action regarding hiring Jessica Flud to fill vacant patrolman position at the Pryor Creek Police Department at Range J, Step 2 (annual wage - \$43,561.00), effective on or before October 1st, 2021. Jessica is C.L.E.E.T. certified and per Article 33, Section 4 of the Collective Bargaining Agreement is eligible for Step 2. This position was left vacant by the resignation of Dylan Wright.
- aa. Discussion and possible action regarding an expenditure in the amount of \$3,379.77 to Unmanned Vehicle Technologies for the purchase of a Mavic 2 Pro drone with accessories for the Pryor Creek Police Department from Police Vehicle Equipment Donations Account #96-965-5510. This is a state contract price and will be used in accident investigations.
- bb. Discussion and possible action regarding purchase of 30,000 rounds of 9mm ammunition from Precision Delta Corporation at the state contract price of \$5,593.80 for the Pryor Creek Police Department, from Police Duty Ammo and Training Account #02-215-5062.
- cc. Discussion and possible action regarding an expenditure in the amount of \$15,247.50 to Watchguard for the purchase of an extended warranty and evidence library / DVR and device maintenance software on 45 devices for term July 2021 – July 2022 for the Pryor Creek Police Department as sole source from budgeted Capital Outlay Account #44-445-5424.

Motion was made by Brakefield, second by Thompson to approve items a – cc, less items e, f, g, h, i, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y z, aa, bb and cc. Voting yes: Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel, Thompson. Voting no: none.

e. Discussion and possible action regarding Change Order No. 1 from Boss Contracting LLC as an emergency action in the amount of \$64,040.65, which reflects an increase in the amount of \$9,200.65 for Project – 2021 Pryor OK, Street Patch (City Jobs) from Street Capital Outlay Account #14-145-5411.

Motion was made by Tramel, second by Thompson to declare as an emergency action Change Order No. 1 from Boss Contracting LLC in the amount of \$64,040.65, which reflects an increase in the amount of \$9,200.65 for Project – 2021 Pryor OK, Street Patch (City Jobs) from Street Capital Outlay Account #14-145-5411. Voting yes: Shropshire, Nance, Smith, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

Motion was made by Tramel, second by Brakefield to approve Change Order No. 1 from Boss Contracting LLC in the amount of \$64,040.65, which reflects an increase in the amount of \$9,200.65 for Project – 2021 Pryor OK, Street Patch (City Jobs) from Street Capital Outlay Account #14-145-5411. Voting yes: Nance, Smith, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

f. Discussion and possible action regarding the proposed City of Pryor Creek 2021-2022 pay plan. This proposed pay plan incorporates a 3% cost of living increase and incorporates the changes noted on Ranges B, C, Q and R, and adds Range U. Ratification of this pay plan makes the effective date of the plan July 1st, 2021.

Motion was made by Brakefield, second by Thompson to move this item until after the budget is approved (Item P). No vote required.

g. Discussion and possible action regarding the 2021-2022 City of Pryor Creek General Fund Budget (Fund #02).

Motion was made by Tramel, second by Shropshire to approve the 2021-2022 City of Pryor Creek General Fund Budget (Fund #02) in the amount of \$9,927,645.14 per Jeff Kolker with amendments. The General Fund Budget amendments were discussed in length. Changes were discussed for line items including 02-201-5043, 02-201-5045 and 02-201-5041. Tramel then withdrew his motion. Tramel made a new motion to approve the 2021-2022 City of Pryor Creek General Fund Budget (Fund #02) in the amount of \$9,951,388.67, including the change of \$22,995.00 in 02-201-5045 with modifications as defined by Council. Thompson seconded this motion.

The budget was then discussed line-by-line.

Tramel recommended \$12,000.00 be removed from line item #02-201-0575, taking it to \$78,000.00.

Tramel recommended that the Castle Theatre be declared surplus and demolished. He would like the amount in line item #02-201-5091 to be reduced to \$200,000.00.

Tramel recommended the position in #02-203-5014 be eliminated, which will add \$59,617.00 back to the Unallocated Reserve.

Mayor asked Kolker to take these changes and update the budget numbers, while we move on to other budgets for approval. Mayor asked for a motion to lay this on the table.

Motion was made by Thompson, second by Brakefield to lay General Fund budget on the table until later in the meeting. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith. Voting no: none.

h. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Street Budget (Fund #14).

Motion was made by Shropshire, second by Smith to approve the 2021-2022 City of Pryor Creek Street Budget (Fund #14). Mayor stated that item #14-145-5045 needs to be changed to \$1,621.00. This will make the final budget amount \$2,499,328.69. Shropshire and Smith then amended their motion and second to approve the 2021-2022 City of Pryor Creek Street Budget (Fund #14) in the amount of \$2,499,328.69. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Brakefield. Voting no: none.

i. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Cemetery Care Fund Budget (Fund #19).

Motion was made by Brakefield, second by Smith to approve the 2021-2022 City of Pryor Creek Cemetery Care Fund Budget (Fund #19) as presented. Brakefield and Smith then amended their motion and second to include the budget amount of \$70,000.00. Voting yes: Thompson, Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel. Voting no: none.

j. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Golf Fund Budget (Fund #41).

Motion was made by Thompson, second by Tramel to approve the 2021-2022 City of Pryor Creek Golf Fund Budget (Fund #41). Thompson and Tramel then amended their motion and second to include an increase on item #41-415-5044 to \$3,965.00, making the final budget amount \$486,285.51. Thompson asked Bowman to explain the increase in golf cart maintenance. Voting yes: Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel, Thompson. Voting no: none.

k. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Capital Outlay Fund Budget (Fund #44).

Motion was made by Brakefield, second by Thompson to approve the 2021-2022 City of Pryor Creek Capital Outlay Fund Budget (Fund #44) as presented. Mayor reported that the calculations he reported last week for the fund balance for the end of the fiscal year were incorrect. The total in this fund will be about \$33,714.00, if we keep this fund as presented. He chose to use fund equity as opposed to fund balance when doing this

calculation in order to keep it lower. Several line items were discussed. Voting yes: Shropshire, Nance, Smith, Brakefield, Thompson, Ketcher. Voting no: Tramel.

Mayor called for a 5-minute recess at 7:40 p.m.

Mayor called the meeting back to order at 7:45 p.m.

l. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Real Property Acquisition Reserve Fund Budget (Fund #46).

Motion was made by Shropshire, second by Smith to approve the 2021-2022 City of Pryor Creek Real Property Acquisition Reserve Fund Budget (Fund #46). Shropshire and Smith then amended their motion and second to include the budget amount of \$230,000.00. Voting yes: Nance, Smith, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

Mayor moved to Item z.

z. Discussion and possible action regarding hiring Jessica Flud to fill vacant patrolman position at the Pryor Creek Police Department at Range J, Step 2 (annual wage - \$43,561.00), effective on or before October 1st, 2021. Jessica is C.L.E.E.T. certified and per Article 33, Section 4 of the Collective Bargaining Agreement is eligible for Step 2. This position was left vacant by the resignation of Dylan Wright.

Motion was made by Ketcher, second by Smith to approve hiring Jessica Flud to fill vacant patrolman position at the Pryor Creek Police Department at Range J, Step 2 (annual wage - \$43,561.00), effective on or before October 1st, 2021. Jessica is C.L.E.E.T. certified and per Article 33, Section 4 of the Collective Bargaining Agreement is eligible for Step 2. This position was left vacant by the resignation of Dylan Wright. Voting yes: Smith, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

Mayor moved back to Item m.

m. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Recreation Center Fund Budget (Fund #84).

Motion was made by Brakefield, second by Smith to approve the 2021-2022 City of Pryor Creek Recreation Center Fund Budget (Fund #84). Mayor offered an amendment to line item #84-845-5044 in the amount of \$17,409.00, bringing the total budget amount to \$1,758,224.40. Brakefield and Smith amended their motion and second to include the total budget amount. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith. Voting no: none.

n. Discussion and possible action regarding the 2021-2022 City of Pryor Creek Public Works Authority Fund Budget (Fund #88).

Motion was made by Shropshire, second by Thompson to approve the 2021-2022 City of Pryor Creek Public Works Authority Fund Budget (Fund #88) in the amount of \$41,956.00. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Brakefield. Voting no: none.

o. Discussion and possible action regarding the 2021-2022 City of Pryor Creek E-911 Fund Budget (Fund #91).

Motion was made by Brakefield, second by Smith to approve the 2021-2022 City of Pryor Creek E-911 Fund Budget (Fund #91). Brakefield and Smith amended their motion and second to include the budget amount of \$23,500.00. Voting yes: Thompson, Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel. Voting no: none.

p. Discussion and possible action regarding the 2021-2022 City of Pryor Creek COVID Reimbursement Fund (Fund #05).

Motion was made by Shropshire, second by Brakefield to approve the 2021-2022 City of Pryor Creek COVID Reimbursement Fund (Fund #05). Shropshire and Brakefield then amended their motion and second to table until the next Council meeting. Voting yes: Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel, Thompson. Voting no: none.

Mayor moved back to Item g.

g. Discussion and possible action regarding the 2021-2022 City of Pryor Creek General Fund Budget (Fund #02).

Motion was made by Thompson, second by Brakefield to approve the 2021-2022 City of Pryor Creek General Fund Budget (Fund #02) with changes per Jeff Kolker. Discussion continued as Mr. Kolker reported that the Unallocated Reserve amount is \$1,272,774.67 after the requested changes have been made. This brings the

budget to approximately \$9,912,645.14. Voting yes: Shropshire, Nance, Smith, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

Mayor moved back to Item f.

f. Discussion and possible action regarding the proposed City of Pryor Creek 2021-2022 pay plan. This proposed pay plan incorporates a 3% cost of living increase and incorporates the changes noted on Ranges B, C, Q and R, and adds Range U. Ratification of this pay plan makes the effective date of the plan July 1st, 2021.

Motion was made by Tramel, second by Thompson to approve the proposed City of Pryor Creek 2021-2022 pay plan. This proposed pay plan incorporates a 3% cost of living increase and incorporates the changes noted on Ranges B, C, Q and R, and adds Range U. Ratification of this pay plan makes the effective date of the plan July 1st, 2021, with an amendment to Range Q, eliminating the Community Development Coordinator position that was eliminated in the General Fund Budget. Voting yes: Nance, Smith, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

Mayor moved to Item q.

q. Discussion and possible action regarding Street Rehabilitation Project for 2021 to include the number-one ranking projects as proposed by the City Engineer and recommended by Street Committee in the amount of \$498,544.00 from proposed budget line item #14-145-5410.

Motion was made by Brakefield, second by Smith to approve the Street Rehabilitation Project for 2021 to include the number-one ranking projects as proposed by the City Engineer and recommended by Street Committee in the amount of \$498,544.00 from proposed budget line item #14-145-5410. Voting yes: Smith, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

r. Discussion and possible action regarding accepting bid from Chupp Implement Co. for Rhino Boom Arm Mower for the Pryor Creek Street Department at State bid price of \$9,860.50 from Street Capital Outlay Account #14-145-5411.

Motion was made by Ketcher, second by Smith to approve accepting bid from Chupp Implement Co. for Rhino Boom Arm Mower for the Pryor Creek Street Department at State bid price of \$9,860.50 from Street Capital Outlay Account #14-145-5411. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith. Voting no: none.

s. Discussion and possible action regarding accepting bid from Chupp Implement Co. for Zero Turn mower for the Pryor Creek Street Department in the amount of \$3,199.00 as in the best interest of the city from Street Capital Outlay Account #14-145-5411. Other bids received: Springdale Tractor Co. - \$4,058.00; P&K Equipment - \$2,999.00.

Motion was made by Shropshire, second by Smith to approve accepting bid from Chupp Implement Co. for Zero Turn mower for the Pryor Creek Street Department in the amount of \$3,199.00 as in the best interest of the city from Street Capital Outlay Account #14-145-5411. Other bids received: Springdale Tractor Co. - \$4,058.00; P&K Equipment - \$2,999.00. Smith reported that the mower requested is no longer available, so Chupp has upgraded us to a larger mower for the same price. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Brakefield. Voting no: none.

t. Discussion and possible action regarding promotion of Trent Humphrey from Corporal Range K, Step 4 to Sergeant Range L, Step 4 (annual wage - \$55,075.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget.

Motion was made by Ketcher, second by Smith to approve promotion of Trent Humphrey from Corporal Range K, Step 4 to Sergeant Range L, Step 4 (annual wage - \$55,075.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget. Voting yes: Thompson, Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel. Voting no: none.

u. Discussion and possible action regarding promotion of Dustin VanHorn from Corporal Range K, Step 4 to Sergeant Range L, Step 4 (annual wage - \$55,075.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget.

Motion was made by Ketcher, second by Shropshire to approve promotion of Dustin VanHorn from Corporal Range K, Step 4 to Sergeant Range L, Step 4 (annual wage - \$55,075.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget. Voting yes: Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel, Thompson. Voting no: none.

v. Discussion and possible action regarding promotion of Jared Vance from Corporal Range K, Step 4 to Sergeant Range L, Step 4 (annual wage - \$55,075.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget.

Motion was made by Ketcher, second by Smith to approve promotion of Jared Vance from Corporal Range K, Step 4 to Sergeant Range L, Step 4 (annual wage - \$55,075.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget. Voting yes: Shropshire, Nance, Smith, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

w. Discussion and possible action regarding promotion of Justin Allen from Corporal Range K, Step 3 to Sergeant Range L, Step 3 (annual wage - \$48,448.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget.

Motion was made by Smith, second by Ketcher to approve promotion of Justin Allen from Corporal Range K, Step 3 to Sergeant Range L, Step 3 (annual wage - \$48,448.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget. Voting yes: Nance, Smith, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

x. Discussion and possible action regarding promotion of John Stanglin from Patrolman Range J, Step 3 to Corporal Range K, Step 3 (annual wage - \$47,316.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget.

Motion was made by Ketcher, second by Smith to approve promotion of John Stanglin from Patrolman Range J, Step 3 to Corporal Range K, Step 3 (annual wage - \$47,316.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget. Voting yes: Smith, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

y. Discussion and possible action regarding promotion of Billy Frazier from Patrolman Range J, Step 3 to Corporal Range K, Step 3 (annual wage - \$47,316.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget.

Motion was made by Nance, second by Smith to approve promotion of Billy Frazier from Patrolman Range J, Step 3 to Corporal Range K, Step 3 (annual wage - \$47,316.00) at the Pryor Creek Police Department, effective August 21st, 2021. This promotion has been budgeted in the 2021-2022 budget. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith. Voting no: none.

aa. Discussion and possible action regarding an expenditure in the amount of \$3,379.77 to Unmanned Vehicle Technologies for the purchase of a Mavic 2 Pro drone with accessories for the Pryor Creek Police Department from Police Vehicle Equipment Donations Account #96-965-5510. This is a state contract price and will be used in accident investigations.

Motion was made by Smith, second by Thompson to approve an expenditure in the amount of \$3,379.77 to Unmanned Vehicle Technologies for the purchase of a Mavic 2 Pro drone with accessories for the Pryor Creek Police Department from Police Vehicle Equipment Donations Account #96-965-5510. This is a state contract price and will be used in accident investigations. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Brakefield. Voting no: none.

bb. Discussion and possible action regarding purchase of 30,000 rounds of 9mm ammunition from Precision Delta Corporation at the state contract price of \$5,593.80 for the Pryor Creek Police Department, from Police Duty Ammo and Training Account #02-215-5062.

Motion was made by Ketcher, second by Smith to approve purchase of 30,000 rounds of 9mm ammunition from Precision Delta Corporation at the state contract price of \$5,593.80 for the Pryor Creek Police Department, from Police Duty Ammo and Training Account #02-215-5062. Voting yes: Thompson, Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel. Voting no: none.

cc. Discussion and possible action regarding an expenditure in the amount of \$15,247.50 to Watchguard for the purchase of an extended warranty and evidence library / DVR and device maintenance software on 45 devices for term July 2021 – July 2022 for the Pryor Creek Police Department as sole source from budgeted Capital Outlay Account #44-445-5424.

Motion was made by Smith, second by Brakefield to approve an expenditure in the amount of \$15,247.50 to Watchguard for the purchase of an extended warranty and evidence library / DVR and device maintenance software on 45 devices for term July 2021 – July 2022 for the Pryor Creek Police Department as sole source from budgeted Capital Outlay Account #44-445-5424. Voting yes: Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel, Thompson. Voting no: none.

7. COMMITTEE REPORTS:

a. Budget and Personnel (Brakefield)

Brakefield had no report other than to state that the next meeting will be on September 14th, 2021.

b. Ordinance and Insurance (Shropshire)

Shropshire had nothing to report at this time.

c. Street (Smith)

Smith reported that they are working on the agenda for next week’s meeting.

8. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

9. ADJOURN.

Motion was made by Ketcher, second by Smith to adjourn. Voting yes: Shropshire, Nance, Smith, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 8:20 p.m.

2. APPROVE MINUTES OF AUGUST 3RD, 2021 MEETING.

Motion was made by Shropshire, second by Smith to approve minutes of August 3rd, 2021 meeting. Voting yes: Nance, Smith, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

3. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

4. ADJOURN.

Motion was made by Ketcher, second by Smith to adjourn. Voting yes: Smith, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN LARRY LEES

MINUTES WRITTEN BY CITY CLERK/P.P.W.A. SECRETARY EVA SMITH

Dennis Nichols
Chief of Police



James Willyard
Assistant Chief of Police

PRYOR CREEK POLICE DEPARTMENT

August 25, 2021

Attn: Chief Nichols
Chief of Police
Pryor Police Department

From: Sgt. Doug Barham
Detective Division
Pryor Police Department

Dear Chief Nichols:

It is with a heavy heart and with mixed emotions of both excitement and sadness that I submit my resignation. The last 21 years at the Pryor Police Department have truly been the best experience of my life. It truly has been an honor and a privilege to work for you and the citizens of Pryor. Your professionalism, fairness, guidance and opportunities that you have shown to me throughout my tenure at the Police Department is appreciated more than you will ever know. The opportunities and experiences and the officers I have got to work with throughout my career have molded me into the person I am today. Being a Law Enforcement Officer is the best profession anyone could ever have and I truly feel blessed that God allowed me to become an officer and work for such a great Police Department.

However, after a total of 26 years in law enforcement at a Police Officer I have made the decision that it is time for me to retire. I am looking forward to the next chapter of my life traveling, camping, and most of importantly, spending time with my family, including my grandchildren.

My last day at the Pryor Police Department will be Thursday 09/30/2021. If you have any questions regarding my resignation and retirement please let me know.

I will be praying for you, the Pryor Police Department, and all of my fellow brothers and sisters in blue and wish all of you much success in the years to come.

Sincerely,

A handwritten signature in black ink that reads "Doug Barham".

Doug Barham
Detective/Sergeant
Pryor Police Department



August 30th, 2021

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

**RE: Street Rehabilitation 2021
PRY 20-04**

Dear Mayor and Council,

The Pryor Street Rehabilitation 2021 Bid were received and opened on August 25th, 2021 at 2:00 pm in the Council Chambers of Pryor City Hall. There were three bidders on the project. (See the attached Bid Tabulation for a detailed breakdown of each bid). The lowest responsive bidder was Dunham Asphalt Services, Inc. of Sapulpa, Oklahoma at a bid of \$539,990.00 for all line segments.

The City Council meeting of 8/17/21 approved a budget of \$498,544.00. Under the manner in which the bids were conducted, the ability to itemize select bid segments and individual bid items to allow matching lowest bid with budget restraints were introduced. In accordance with that procedure, the Mayor, Street Superintendent, and City Engineer met to produce a bid package that closely matched the available funds while preserving the intent of the program and make improvements to the identified segments in parts of the community.

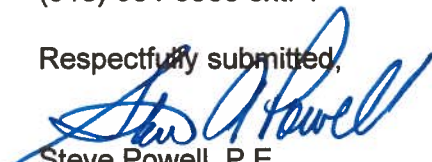
To closely match the budget requirements, certain segments removed the fabric reinforcement bid item in sections where open ditches were used for drainage and traffic volumes were low. N. Vann St. was allowed to maintain the fabric underlayment since other portions of the street have been improved previously with fabric and maintaining continuity was paramount. By removing this single item to 5 of the 6 segments we reduced the bid price to \$498,646.00. for Dunham Asphalt Services, Inc. of Sapulpa, OK.

Our recommendation is to

1. Award the contract Street Rehabilitation 2021 to Dunham Asphalt Services, Inc. for a total bid of \$498,646.00
2. A notice of Award should be executed (2 copies)
3. The council should authorize the mayor to enter into an agreement with the selected contractor when presented with a contract for the amount herein stated. (2 copies)

If you have any questions concerning this project, please do not hesitate to contact us at (918) 664-5500 ext. 1

Respectfully submitted,



Steve Powell, P.E.
Project Manager
Project # PRY 21-04

NOTICE OF AWARD

TO: Dunham Asphalt Services, Inc.
6213 South 103rd West Ave.
Sapulpa, Oklahoma 74066

Project Description: STREET MAINTENANCE 2021

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids date August 2nd & 9th, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of: Four Hundred Ninety-Eight Thousand Six Hundred Forty-Six Dollars (\$498,646.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENANCE BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2021.

CITY OF PRYOR CREEK
OWNER

By: _____

Title: MAYOR LARRY LEES

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this _____ day of _____, 2021.

By: _____

Title: _____

CONTRACT

This Contract, made and entered into by and between: _____, 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 is the lowest and best bidder for:

STREET MAINTENANCE 2021

for the total bid price as accepted of: Four Hundred Ninety-Eight Thousand Six Hundred Forty-Six Dollars (\$498,646.00).

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.

The Contractor will commence said work within ten (10) days from the date of the Notice to Proceed and perform same vigorously and continuously and complete the same within 150 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 9 of the Special Conditions.

It is agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid as accepted as provided in the specifications, 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 his bid 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.

The Notice to Bidders, the Information for Bidders, the General and Special Conditions of the Agreement and the Contractor's Bid Proposal, each of said instruments on file in the office of the Engineer, Infrastructure Solutions Group, are hereby referred to and by reference thereto are made a part of this contract as if fully written in detail herein or attached hereto.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the ____ day of _____, 20 .

	<u>Dunham Asphalt Services, Inc.</u>
	Contractor
SEAL	
ATTEST	_____
	(Signature)
_____	By: <u>Tim Quattrocchi</u>

(Signature)	
Title: _____	Title: <u>Project Manager</u>

	<u>CITY OF PRYOR CREEK</u>
	Owner
SEAL	
ATTEST:	_____
	(Signature)
_____	By: <u>LARRY LEES</u>

(Signature)	
Title: _____	Title: <u>MAYOR</u>



BID SCHEDULE
PRYOR 2021 STREET REHABILITATION



SHEET 1 OF 2

					Engineers Estimate		Dunham Asphalt Services, Inc. Sapulpa, OK		H&G PAVING CONTRACTORS, Inc. Muskogee, OK		Ellsworth Construction, LLC Tulsa, Ok	
ITEM #	STREET SEGMENT	DIRECTION	UNITS	QUANTITY			BID UNIT PRICE	TOTAL PRICE THIS BID ITEM	BID UNIT PRICE	TOTAL PRICE THIS BID ITEM	BID UNIT PRICE	TOTAL PRICE THIS BID ITEM
1	NW 5TH ST	N MAYES ST TO N MAPLE ST - COLD MILLING	SY	3612			\$4.00	\$14,448.00	\$4.00	\$14,448.00	\$4.50	\$16,254.00
	NW 5TH ST	N MAYES ST TO N MAPLE ST - ASPHALT OVERLAY	SY	4602			\$14.00	\$64,428.00	\$16.00	\$73,632.00	\$11.75	\$54,073.50
	NW 5TH ST	FABRIC UNDERLAYMENT	SY	0			\$4.00	\$0.00	\$2.99	\$0.00	\$3.50	\$0.00
	NW 5TH ST	N MAYES ST TO N MAPLE ST - APC FULL DEPTH PATCH	SY	990			\$60.00	\$59,400.00	\$55.00	\$54,450.00	\$92.00	\$91,080.00
2	NE 5TH ST	N ELLIOTT TO N OKLAHOMA ST - COLD MILLING	SY	3734			\$4.00	\$14,936.00	\$4.00	\$14,936.00	\$4.50	\$16,803.00
	NE 5TH ST	N ELLIOTT TO N OKLAHOMA ST - ASPHALT OVERLAY	SY	4818			\$14.00	\$67,452.00	\$16.00	\$77,088.00	\$11.75	\$56,611.50
	NE 5TH ST	FABRIC UNDERLAYMENT	SY	0			\$4.00	\$0.00	\$2.99	\$0.00	\$0.00	\$0.00
	NE 5TH ST	N ELLIOTT TO N OKLAHOMA ST - APC FULL DEPTH PATCH	SY	1084			\$60.00	\$65,040.00	\$55.00	\$59,620.00	\$92.00	\$99,728.00
3	SE 1ST ST	S BAILEY TO S ORA ST - COLD MILLING	SY	496			\$4.00	\$1,984.00	\$6.00	\$2,976.00	\$21.50	\$10,664.00
	SE 1ST ST	S BAILEY TO S ORA ST - ASPHALT OVERLAY	SY	550			\$14.00	\$7,700.00	\$18.00	\$9,900.00	\$30.00	\$16,500.00
	SE 1ST ST	FABRIC UNDERLAYMENT	SY	0			\$4.00	\$0.00	\$2.99	\$0.00	\$5.00	\$0.00
	SE 1ST ST	S BAILEY TO S ORA ST - PCC FULL DEPTH PATCH	SY	54			\$60.00	\$3,240.00	\$100.00	\$5,400.00	\$150.00	\$8,100.00
4	SE 6TH ST	LENGTH - COLD MILLING	SY	680			\$4.00	\$2,720.00	\$6.00	\$4,080.00	\$15.00	\$10,200.00
	SE 6TH ST	LENGTH - ASPHALT OVERLAY	SY	880			\$14.00	\$12,320.00	\$17.00	\$14,960.00	\$17.00	\$14,960.00
	SE 6TH ST	FABRIC UNDERLAYMENT	SY	0			\$4.00	\$0.00	\$2.99	\$0.00	\$4.00	\$0.00
	SE 6TH ST	LENGTH - APC FULL DEPTH PATCH	SY	200			\$60.00	\$12,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00
5	GAITHER RD	NEW HWY 20 INTX - COLD MILLING	SY	261			\$4.00	\$1,044.00	\$12.00	\$3,132.00	\$28.00	\$7,308.00
	GAITHER RD	NEW HWY 20 INTX - ASPHALT OVERLAY	SY	297			\$14.00	\$4,158.00	\$25.00	\$7,425.00	\$31.00	\$9,207.00
	GAITHER RD	NEW HWY 20 INTX - APC FULL DEPTH PATCH	LF	36			\$60.00	\$2,160.00	\$200.00	\$7,200.00	\$115.00	\$4,140.00
6	N VANN ST	NE 3RD ST TO NE 4TH ST - COLD MILLING	SY	934			\$4.00	\$3,736.00	\$7.00	\$6,538.00	\$10.00	\$9,340.00
	N VANN ST	NE 3RD ST TO NE 4TH ST - ASPHALT OVERLAY	SY	999			\$14.00	\$13,986.00	\$17.00	\$16,983.00	\$15.00	\$14,985.00
	N VANN ST	FABRIC UNDERLAYMENT	SY	999			\$4.00	\$3,996.00	\$2.99	\$2,987.01	\$5.00	\$4,995.00
	N VANN ST	NE 3RD ST TO NE 4TH ST - APC FULL DEPTH PATCH	SY	58			\$60.00	\$3,480.00	\$225.00	\$13,050.00	\$90.00	\$5,220.00
	N VANN ST	NE 3RD ST TO NE 4TH ST - PCC FULL DEPTH PATCH	SY	7			\$100.00	\$700.00	\$2,500.00	\$17,500.00	\$550.00	\$3,850.00

ITEM #	STREET SEGMENT	DIRECTION	UNITS	QUANTITY			BID UNIT PRICE	TOTAL PRICE THIS BID ITEM	BID UNIT PRICE	TOTAL PRICE THIS BID ITEM	BID UNIT PRICE	TOTAL PRICE THIS BID ITEM
7	NE 2ND ST	N INDIANOLA ST TO N ORPHAN ST- COLD MILLING	SY	695			\$4.00	\$2,780.00	\$7.00	\$4,865.00	\$14.50	\$10,077.50
	NE 2ND ST	N INDIANOLA ST TO N ORPHAN ST - ASPHALT OVERLAY	SY	695			\$14.00	\$9,730.00	\$17.00	\$11,815.00	\$18.50	\$12,857.50
	NE 2ND ST	- FABRIC UNDERLAYMENT	SY	0			\$4.00	\$0.00	\$2.99	\$0.00	\$5.00	\$0.00
8	NE 2ND ST	N ORPHAN ST TO N ORA ST- COLD MILLING	SY	628			\$4.00	\$2,512.00	\$4.00	\$2,512.00	\$16.00	\$10,048.00
	NE 2ND ST	N ORPHAN ST TO N ORA ST - ASPHALT OVERLAY	SY	628			\$14.00	\$8,792.00	\$14.00	\$8,792.00	\$19.00	\$11,932.00
	NE 2ND ST	FABRIC UNDERLAYMENT	SY	0			\$4.00	\$0.00	\$2.99	\$0.00	\$5.00	\$0.00
9	SE 7TH ST	HWY 69 TO N VANN ST - COLD MILLING	SY	2323			\$4.00	\$9,292.00	\$4.00	\$9,292.00	\$6.00	\$13,938.00
	SE 7TH ST	HWY 69 TO N VANN ST - ASPHALT OVERLAY	SY	2574			\$14.00	\$36,036.00	\$16.00	\$41,184.00	\$11.75	\$30,244.50
	SE 7TH ST	FABRIC UNDERLAYMENT	SY	0			\$4.00	\$0.00	\$2.99	\$0.00	\$4.25	\$0.00
	SE 7TH ST	HWY 69 TO N VANN ST - APC FULL DEPTH PATCH	SY	251			\$60.00	\$15,060.00	\$55.00	\$13,805.00	\$70.00	\$17,570.00
10	SE 17TH PL	TOTAL PCC INSTALL, IN PLACE	SY	283			\$80.00	\$22,640.00	\$105.00	\$29,715.00	\$85.00	\$24,055.00
11	SE 2ND AND ROWE	SE 2ND ST AND S ROWE ST - COLD MILLING	SY	407			\$4.00	\$1,628.00	\$7.00	\$2,849.00	\$21.50	\$8,750.50
	SE 2ND AND ROWE	SE 2ND ST AND S ROWE ST - ASPHALT OVERLAY	SY	407			\$14.00	\$5,698.00	\$17.00	\$6,919.00	\$25.00	\$10,175.00
	SE 2ND AND ROWE	FABRIC UNDERLAYMENT	SY	0			\$4.00	\$0.00	\$2.99	\$0.00	\$5.00	\$0.00
12	Overall Project	MOBILIZATION, Includes Project Profit, erosion control, traffic control, demobilization, clean up, testing, permitting. (TO BE PAID AS PERCENTAGE AS PROJECT PROGRESSES WITH 5% (MIN) TOTAL CONTRACT AWARD WITH FIRST PAY REQUEST)	EA	1			\$25,550.00	\$25,550.00	\$75,000.00	\$75,000.00	\$60,000.00	\$60,000.00
							\$645,000.00	\$498,646.00	\$628,053.01	\$678,667.00		

CERTIFIED AS TRUE AND CORRECT:

INFRASTRUCTURE SOLUTIONS GROUP, LLC.

Steve A. Powell, PE


REVISED BID AFTER REMOVAL OF
FABRIC UNDERLAYMENT



**BID SCHEDULE
PRYOR 2021 STREET REHABILITATION**



SHEET 1 OF 2

					Engineers Estimate		Dunham Asphalt Services, Inc. Sapulpa, OK		H&G PAVING CONTRACTORS, Inc. Muskogee, OK		Ellsworth Construction, LLC Tulsa, Ok	
ITEM #	STREET SEGMENT	DIRECTION	UNITS	QUANTITY			BID UNIT PRICE	TOTAL PRICE THIS BID ITEM	BID UNIT PRICE	TOTAL PRICE THIS BID ITEM	BID UNIT PRICE	TOTAL PRICE THIS BID ITEM
1	NW 5TH ST	N MAYES ST TO N MAPLE ST - COLD MILLING	SY	3612			\$4.00	\$14,448.00	\$4.00	\$14,448.00	\$4.50	\$16,254.00
	NW 5TH ST	N MAYES ST TO N MAPLE ST - ASPHALT OVERLAY	SY	4602			\$14.00	\$64,428.00	\$16.00	\$73,632.00	\$11.75	\$54,073.50
	NW 5TH ST	FABRIC UNDERLAYMENT	SY	4602			\$4.00	\$18,408.00	\$2.99	\$13,759.98	\$3.50	\$16,107.00
	NW 5TH ST	N MAYES ST TO N MAPLE ST - APC FULL DEPTH PATCH	SY	990			\$60.00	\$59,400.00	\$55.00	\$54,450.00	\$92.00	\$91,080.00
2	NE 5TH ST	N ELLIOTT TO N OKLAHOMA ST - COLD MILLING	SY	3734			\$4.00	\$14,936.00	\$4.00	\$14,936.00	\$4.50	\$16,803.00
	NE 5TH ST	N ELLIOTT TO N OKLAHOMA ST - ASPHALT OVERLAY	SY	4818			\$14.00	\$67,452.00	\$16.00	\$77,088.00	\$11.75	\$56,611.50
	NE 5TH ST	FABRIC UNDERLAYMENT	SY	0			\$4.00	\$0.00	\$2.99	\$0.00	\$0.00	\$0.00
	NE 5TH ST	N ELLIOTT TO N OKLAHOMA ST - APC FULL DEPTH PATCH	SY	1084			\$60.00	\$65,040.00	\$55.00	\$59,620.00	\$92.00	\$99,728.00
3	SE 1ST ST	S BAILEY TO S ORA ST - COLD MILLING	SY	496			\$4.00	\$1,984.00	\$6.00	\$2,976.00	\$21.50	\$10,664.00
	SE 1ST ST	S BAILEY TO S ORA ST - ASPHALT OVERLAY	SY	550			\$14.00	\$7,700.00	\$18.00	\$9,900.00	\$30.00	\$16,500.00
	SE 1ST ST	FABRIC UNDERLAYMENT	SY	550			\$4.00	\$2,200.00	\$2.99	\$1,644.50	\$5.00	\$2,750.00
	SE 1ST ST	S BAILEY TO S ORA ST - PCC FULL DEPTH PATCH	SY	54			\$60.00	\$3,240.00	\$100.00	\$5,400.00	\$150.00	\$8,100.00
4	SE 6TH ST	LENGTH - COLD MILLING	SY	680			\$4.00	\$2,720.00	\$6.00	\$4,080.00	\$15.00	\$10,200.00
	SE 6TH ST	LENGTH - ASPHALT OVERLAY	SY	880			\$14.00	\$12,320.00	\$17.00	\$14,960.00	\$17.00	\$14,960.00
	SE 6TH ST	FABRIC UNDERLAYMENT	SY	880			\$4.00	\$3,520.00	\$2.99	\$2,631.20	\$4.00	\$3,520.00
	SE 6TH ST	LENGTH - APC FULL DEPTH PATCH	SY	200			\$60.00	\$12,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00
5	GAITHER RD	NEW HWY 20 INTX - COLD MILLING	SY	261			\$4.00	\$1,044.00	\$12.00	\$3,132.00	\$28.00	\$7,308.00
	GAITHER RD	NEW HWY 20 INTX - ASPHALT OVERLAY	SY	297			\$14.00	\$4,158.00	\$25.00	\$7,425.00	\$31.00	\$9,207.00
	GAITHER RD	NEW HWY 20 INTX - APC FULL DEPTH PATCH	LF	36			\$60.00	\$2,160.00	\$200.00	\$7,200.00	\$115.00	\$4,140.00
6	N VANN ST	NE 3RD ST TO NE 4TH ST - COLD MILLING	SY	934			\$4.00	\$3,736.00	\$7.00	\$6,538.00	\$10.00	\$9,340.00
	N VANN ST	NE 3RD ST TO NE 4TH ST - ASPHALT OVERLAY	SY	999			\$14.00	\$13,986.00	\$17.00	\$16,983.00	\$15.00	\$14,985.00
	N VANN ST	FABRIC UNDERLAYMENT	SY	999			\$4.00	\$3,996.00	\$2.99	\$2,987.01	\$5.00	\$4,995.00
	N VANN ST	NE 3RD ST TO NE 4TH ST - APC FULL DEPTH PATCH	SY	58			\$60.00	\$3,480.00	\$225.00	\$13,050.00	\$90.00	\$5,220.00
	N VANN ST	NE 3RD ST TO NE 4TH ST - PCC FULL DEPTH PATCH	SY	7			\$100.00	\$700.00	\$2,500.00	\$17,500.00	\$550.00	\$3,850.00

ITEM #	STREET SEGMENT	DIRECTION	UNITS	QUANTITY			BID UNIT PRICE	TOTAL PRICE THIS BID ITEM	BID UNIT PRICE	TOTAL PRICE THIS BID ITEM	BID UNIT PRICE	TOTAL PRICE THIS BID ITEM
7	NE 2ND ST	N INDIANOLA ST TO N ORPHAN ST - COLD MILLING	SY	695			\$4.00	\$2,780.00	\$7.00	\$4,865.00	\$14.50	\$10,077.50
	NE 2ND ST	N INDIANOLA ST TO N ORPHAN ST - ASPHALT OVERLAY	SY	695			\$14.00	\$9,730.00	\$17.00	\$11,815.00	\$18.50	\$12,857.50
	NE 2ND ST	- FABRIC UNDERLAYMENT	SY	695			\$4.00	\$2,780.00	\$2.99	\$2,078.05	\$5.00	\$3,475.00
8	NE 2ND ST	N ORPHAN ST TO N ORA ST - COLD MILLING	SY	628			\$4.00	\$2,512.00	\$4.00	\$2,512.00	\$16.00	\$10,048.00
	NE 2ND ST	N ORPHAN ST TO N ORA ST - ASPHALT OVERLAY	SY	628			\$14.00	\$8,792.00	\$14.00	\$8,792.00	\$19.00	\$11,932.00
	NE 2ND ST	FABRIC UNDERLAYMENT	SY	628			\$4.00	\$2,512.00	\$2.99	\$1,877.72	\$5.00	\$3,140.00
9	SE 7TH ST	HWY 69 TO N VANN ST - COLD MILLING	SY	2323			\$4.00	\$9,292.00	\$4.00	\$9,292.00	\$6.00	\$13,938.00
	SE 7TH ST	HWY 69 TO N VANN ST - ASPHALT OVERLAY	SY	2574			\$14.00	\$36,036.00	\$16.00	\$41,184.00	\$11.75	\$30,244.50
	SE 7TH ST	FABRIC UNDERLAYMENT	SY	2574			\$4.00	\$10,296.00	\$2.99	\$7,696.26	\$4.25	\$10,939.50
	SE 7TH ST	HWY 69 TO N VANN ST - APC FULL DEPTH PATCH	SY	251			\$60.00	\$15,060.00	\$55.00	\$13,805.00	\$70.00	\$17,570.00
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11	SE 2ND AND ROWE	SE 2ND ST AND S ROWE ST - COLD MILLING	SY	407			\$4.00	\$1,628.00	\$7.00	\$2,849.00	\$21.50	\$8,750.50
	SE 2ND AND ROWE	SE 2ND ST AND S ROWE ST - ASPHALT OVERLAY	SY	407			\$14.00	\$5,698.00	\$17.00	\$6,919.00	\$25.00	\$10,175.00
	SE 2ND AND ROWE	FABRIC UNDERLAYMENT	SY	407			\$4.00	\$1,628.00	\$2.99	\$1,216.93	\$5.00	\$2,035.00
12	Overall Project	MOBILIZATION, Includes Project Profit, erosion control, traffic control, demobilization, clean up, testing, permitting. (TO BE PAID AS PERCENTAGE AS PROJECT PROGRESSES WITH 5% (MIN) TOTAL CONTRACT AWARD WITH FIRST PAY REQUEST)	EA	1			\$25,550.00	\$25,550.00	\$75,000.00	\$75,000.00	\$60,000.00	\$60,000.00
							\$645,000.00	\$539,990.00	\$658,957.65	\$720,633.50		

CERTIFIED AS TRUE AND CORRECT:

INFRASTRUCTURE SOLUTIONS GROUP, L.L.C.

Steve A. Powell PE

ORIGINAL AS BID
AUGUST 25, 2021



BID SCHEDULE PRYOR 2021 STREET REHABILITATION



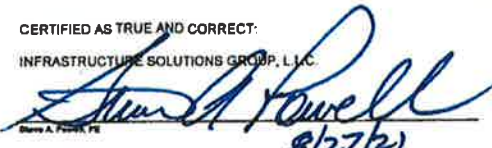
SHEET 1 OF 2

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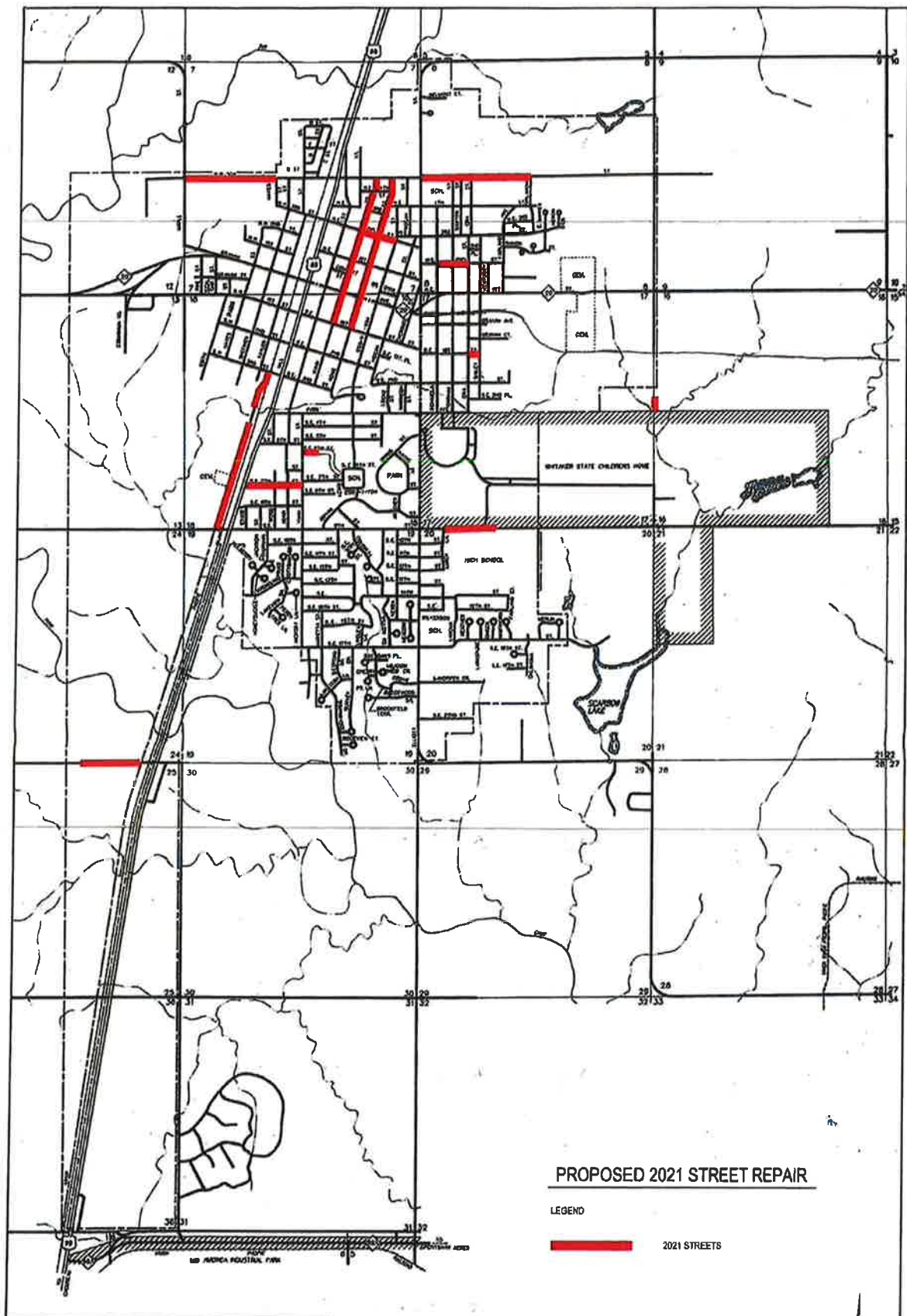
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						\$645,000.00	\$539,990.00	\$658,957.65	\$720,633.50		

CERTIFIED AS TRUE AND CORRECT:

INFRASTRUCTURE SOLUTIONS GROUP, L.L.C.



Steve A. Powell, PE
8/27/21



PROPOSED 2021 STREET REPAIR

LEGEND

2021 STREETS



3840 S 103RD E AVE, SUITE 227 TULSA, OKLAHOMA (918) 684-5500

SCALE 1" = 1000'

ALL SCALES ARE BASED ON 1" = 1000' IN THE
 "PLAN" VIEW. THE DRAWINGS ARE PLotted AT 1/2"
 SCALE. ADJUST THE MEASUREMENTS ACCORDING
 TO THE FOLLOWING SCALE:



OKLAHOMA MUNICIPAL LEAGUE, INC.

201 N.E. 23rd Street - Oklahoma City OK 73105

405-528-7515 - 800-324-6651 - 405-528-7560 Fax

May 4, 2021

OML President
City Manager J.D. Spohn
City of Ardmore

District 1 Representative
Mayor Elaine Carr
Town of West Siloam Springs

Mayor Larry Lees
City of Pryor Creek
PO Box 457
Pryor Creek, OK 74362

Dear Mayor Lees:

The Oklahoma Municipal League (OML) appreciates and values your continued support and participation in the League.

OML is your organization and as such we work diligently to provide members with the resources you need for your community. Below are a few examples of how OML has put revenue back into your community by our efforts at the Capitol:

- OML led the fight in getting HB 1875 signed into law which provided an additional **\$38920.12** of funds to remain in your community since its passage.
- OML was the leading voice for municipalities for online sales tax reform. Reports estimate approximately **\$300 million** returning to the state.
- At the federal level, last year an amicus curiae brief was filed by the State & Local Legal Center on behalf of State Leagues, including OML, to enable municipalities the ability to collect sales tax if the retailer has no in-state physical presence to combat the loss of an estimated **\$26 billion** revenue for state and local governments.

This year OML continues to sponsor legislation to enhance municipal budgets:

- Public Safety Districts – After 12 years of diligent effort, Senate Bill 838 has been approved by the Governor. Municipalities will have the ability to hold an election to appropriate up to 5 mils of an ad valorem assessment to be used for public safety expenses.
- Sale for Resale Reform – House Bill 2744 provides needed updates to the sale for resale tax exemption. By reforming this law millions of dollars will be put back into municipal budgets across the state. The Bill was approved by the House and will be eligible to be heard next year in the Senate.

In addition to all the incredible work OML does at the state Capitol on your behalf, we continue to provide the most comprehensive inquiry, research and training programs built to assist your community for any need.

Together we provide a unified voice for Oklahoma municipalities. The number one ingredient for success at the legislature and state agencies is a united and collective voice.

We are looking forward to continuing to work with you and your community for the betterment of Oklahoma cities and towns. Please feel free to contact OML at 405-528-7515 if you have questions or desire additional information.

Sincerely,

Mike Fina
Executive Director



2021-2022 Service Fees for Pryor

How Does It All Add Up?

2021-2022

Base	\$ 550.00
Formula	\$ 11,635.48
Per Capita	\$ 381.56
21-22 Service Fees	\$ 12,567.04

The following formula was used to figure your 2021-2022 service fees:

2010 Census Population	9,539
2020 Total Sales Tax Receipts	\$ 9,308,382.17
2020 Municipal Sales Tax Rate	4 %

Base = \$ 550

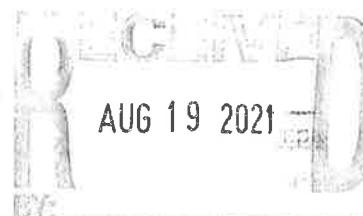
Formula = 2020 Total Sales Tax Receipts divided by 2020 Municipal Sales Tax Rate times .005

Per Capita = 2010 Census Population times .04.

If a payment plan works best, please feel free to contact OML and make those arrangements.



Invoice



Page 1 of 1

Insured: City of Pryor Creek Fire Department
PO Box 1167
Pryor, OK 74362

Invoice #: 46473128
Installment #: Not Applicable
Invoice Date: 08/11/2021
Due Date: 9/21/2021

Bill To: City of Pryor Creek Fire Department
PO Box 1167
Pryor, OK 74362

Remit To: McNeil & Company, Inc
P.O. Box 292
Canajoharie, NY 13317
Ph: 1-800-822-3747

Policy	MEPK09153105	Eff Date	8/22/2021	Exp Date	8/22/2022	Company	Arch Insurance Company
Line Code		Tran Code		Eff Date			Amount
Commercial Package		Renewal		8/22/2021			\$15,663.00
Invoice Total:							\$15,663.00

*** If payment has been sent, please disregard this invoice. ***

*** Pay online at <https://payments.mcneilandcompany.com> ***

Please Detach and Return Bottom Portion with Payment

Invoice #: 46473128
Installment #: Not Applicable
Due Date: 9/21/2021

Amount Due: \$15,663.00

Amount Paid:

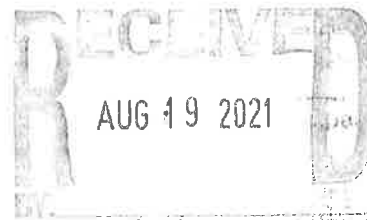
Remit To: McNeil & Company, Inc
P.O. Box 292
Canajoharie NY 13317

Insured: City of Pryor Creek Fire Department
Re: MEPK09153105

000006020120IP000046473128000001566300



Invoice



Page 1 of 1

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P.O. Box 292
Canajoharie, NY 13317
Ph: 1-800-822-3747

Policy	MEIM09217805	Eff Date	8/22/2021	Exp Date	8/22/2022	Company	Arch Insurance Company
Line Code		Tran Code		Eff Date			Amount
Inland marine (commercial)		Renewal		8/22/2021			\$6,596.00
Invoice Total:							\$6,596.00

*** If payment has been sent, please disregard this invoice. ***

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Amount Paid:

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P.O. Box 292
Canajoharie NY 13317

Insured: City of Pryor Creek Fire Department
Re: MEIM09217805

000006020120IP000046474128000000659600

August 24, 2021

Firm or Corporation Name: Jackson Hills Landcare

Mailing address: 10041 S 4210 RD

City/State/zip: Claremore OK 74017

Contact Person: Jonathan Burkhholder

Title: Owner/Operator

Phonecell: (918) 557-5566

Property 1312 NE 4th Mowing and Weeding
this property for the City of Pryor Creek

\$100.00

\$80.00

\$180.00

Public Nuisance Abatement
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: Mow Hog Services, LLC
Mailing Address: 33805 S 4214 Rd
City/State/Zip: Inda, OK 74036
Contact Person: Tomy Allen
Title: owner
Phone/Cell: 918-240-9547
E-Mail: mowhog9547@gmail.com

Property:
1312 NE 4th
Remove all vegetation – make to a
mowable state. Leave Mature Trees
(See previous page)
Knight Addition Block 2 Lot 1
not to include debris growing infence
mowing and trimming

Amount:

\$ 215⁰⁰

Completion Date:

Please attach copy of liability insurance form.

I, as authorized signatory for the above firm, do hereby authorize the City of Pryor Creek, Oklahoma, to consider this quotation for the purchase abatement services as specified. I also agree to hold the City of Pryor Creek, and employees and agents thereof, harmless from liability for personal injuries and/or property damages resulting from any actions performed under arrangements of this quotation submittal.

Tomy Allen 8-26-21
Name Date
City of Pryor Creek, Oklahoma
Abatement

Site Characteristics

ADDRESS: 1312 NE 4th

LEGAL: Remove vegetation -- make to a mowable state. Leave Mature Trees (See previous page)
Knight Addition Block 2 Lot 1

OWNER: SJS & Sons LLC

COMMENTS: Remove all vegetation and restore lot to a mowable grade.
Pictures attached.

Public Nuisance Abatement
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name:

Adair Tree Clearing / Sheldon Schmidt

Mailing Address:

1646 Hwy 28E

City/State/Zip:

Adair, OK 74330

Contact Person:

Sheldon Schmidt

Title:

Owner / Operator

Phone/Cell:

918, 824, 5714

E-Mail:

adairrentals@gmail.com

Property:

1312 NE 4th

Remove all vegetation - make to a mowable
state. Leave Mature Trees

(See previous page)

Knight Addition Block 2 Lot 1

Amount:

\$ 290.⁰⁰

Completion Date:

9-10-21

Please attach copy of liability insurance form.

I, as authorized signatory for the above firm, do hereby authorize the City of Pryor Creek, Oklahoma, to consider this quotation for the purchase abatement services as specified. I also agree to hold the City of Pryor Creek, and employees and agents thereof, harmless from liability for personal injuries and/or property damages resulting from any actions performed under arrangements of this quotation submittal.

Shelley Smith
Name

9-1-21
Date

**City of Pryor Creek, Oklahoma
Abatement**

Site Characteristics

ADDRESS: 1312 NE 4th

LEGAL: Remove vegetation – make to a mowable state. Leave Mature Trees (See previous page)
Knight Addition Block 2 Lot 1

OWNER: SJS & Sons LLC

COMMENTS: Remove all vegetation and restore lot to a mowable grade.
Pictures attached.

Signed before me this 1st
day of September 2021

Jennifer Dry
Notary Public





Laue, Sheryl <laues@pryorcreek.org>

Invitation to Bid

BUSHWHACKERS LAWNCARE <bushwhackersok@gmail.com>

Thu, Sep 2, 2021 at 11:05 AM

To: "Laue, Sheryl" <laues@pryorcreek.org>

Hi Sheryl,

Yes, we are going to bid....

\$450.00 for 1312 NE 4th street

\$250.00 for 33 south Pine

Thank you,
Jack Bush
BUSHwhackers Lawn Care

Sent from my iPhone

On Sep 1, 2021, at 8:41 AM, Laue, Sheryl <laues@pryorcreek.org> wrote:

[Quoted text hidden]

Public Nuisance Abatement
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: Adair Tree Clearing / Sheldon Schmidt
Mailing Address: 1646 Hwy 28 E
City/State/Zip: Adair OK 74330
Contact Person: Sheldon Schmidt
Title: Owner / Operator
Phone/Cell: 918. 824. 5714
E-Mail: adairrentals@gmail.com

Property:
33 S Pine
Remove all vegetation - make to a mowable
state. Leave Mature Trees
(See previous page)
MAYOR ROACH ADDITION BLK 3 LOT 9

Amount:

\$ 160.⁰⁰

Completion Date:

9-10-21

Please attach copy of liability insurance form.

I, as authorized signatory for the above firm, do hereby authorize the City of Pryor Creek, Oklahoma, to consider this quotation for the purchase abatement services as specified. I also agree to hold the City of Pryor Creek, and employees and agents thereof, harmless from liability for personal injuries and/or property damages resulting from any actions performed under arrangements of this quotation submittal.

Heidi Smith
Name

9-1-21
Date

**City of Pryor Creek, Oklahoma
Abatement**

Site Characteristics

ADDRESS: 33 S PINE

LEGAL: Remove vegetation – make to a mowable state. Leave Mature Trees (See previous page)
MAYOR ROACH ADDITION BLK 3 LOT 9

OWNER: MICHAEL D VERNON

COMMENTS: Remove all vegetation and restore lot to a mowable grade.
Pictures attached.

Signed before me this 1st
day of September 2021

Jennifer Dry
Notary Public



Sept 1

2001

Kustom Kuffs Laurence

Firm or Corporation Name:

12091 S 4220 Rd

Mailing Address:

Claremore

City State/zip:

Jonathan Burkholder

Contact Person:

Title:

Owner/Operator

Phone 1:

(405) 557-5566

Property 335 Pine:

Mowing and weeding
1/13 Property for the City of Pryor Creek

\$100.00

\$75.00

\$175.00

Public Nuisance Abatement
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: MowHog Services, LLC
Mailing Address: 33805 S 4214 Rd
City/State/Zip: Inola, OK 74036
Contact Person: Tomy Allen
Title: owner
Phone/Cell: 918-240-9547
E-Mail: Mowhog9547@gmail.com

Property:
33 S Pine
Remove all vegetation - make to a
mowable state. Leave Mature Trees
(See previous page)
MAYOR ROACH ADDITION BLK 3 LOT 9

Amount:
\$ 225⁰⁰

Completion Date:

Please attach copy of liability insurance form.

I, as authorized signatory for the above firm, do hereby authorize the City of Pryor Creek, Oklahoma, to consider this quotation for the purchase abatement services as specified. I also agree to hold the City of Pryor Creek, and employees and agents thereof, harmless from liability for personal injuries and/or property damages resulting from any actions performed under arrangements of this quotation submittal.

Tony Allen 8-26-21
Name Date
City of Pryor Creek, Oklahoma
Abatement

Site Characteristics

ADDRESS: 33 S PINE

LEGAL: Remove vegetation – make to a mowable state. Leave Mature Trees (See previous page)
MAYOR ROACH ADDITION BLK 3 LOT 9

OWNER: MICHAEL D VERNON

COMMENTS: Remove all vegetation and restore lot to a mowable grade.
Pictures attached.



Laue, Sheryl <laues@pryorcreek.org>

Invitation to Bid

BUSHWHACKERS LAWNCARE <bushwhackersok@gmail.com>

Thu, Sep 2, 2021 at 11:05 AM

To: "Laue, Sheryl" <laues@pryorcreek.org>

Hi Sheryl,

Yes, we are going to bid...

\$450.00 for 1312 NE 4th street

\$250.00 for 33 south Pine

Thank you,
Jack Bush
BUSHwhackers Lawn Care

Sent from my iPhone

On Sep 1, 2021, at 8:41 AM, Laue, Sheryl <laues@pryorcreek.org> wrote:

[Quoted text hidden]

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement") is made effective as of the day of **August, 2021** by and between **Pryor Creek Music Festivals, Inc. ("PCMF")**, an Oklahoma corporation, and **The City of Pryor Creek, OK ("City")**.

RECITALS

A. PCMF is involved in organizing, promoting and presenting an annual live music festival known as *Rocklahoma* which is scheduled to be held from **September 3, 2021** through **September 5, 2021** (the "Event") at the PCMF facility near Pryor, Oklahoma (the "Venue");

C. PCMF desires to contract with City for services in connection with Event, and City desires to provide such services, on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants that are contained in this Agreement, the parties hereto hereby agree as follows:

1. **SCOPE OF SERVICES.** PCMF hereby engages City, and City hereby agrees, to provide the services more fully described on Exhibit A attached hereto and made a part hereof (the "Services"). Except for those items, if any, expressly required by this Agreement to be furnished by PCMF, City shall furnish or provide all of the materials (including equipment and supplies, uniforms, communication equipment and any other equipment) and all other items necessary to perform the Services and to carry out and perform all of City's obligations under or pursuant to this Agreement. City hereby acknowledges that the total Compensation (as defined below) set forth on Exhibit B is inclusive of all materials and transportation required to provide the Services.

2. **TERM.** The term of this Agreement shall commence as of the effective date hereof and shall continue through **September 5, 2021** unless sooner terminated in accordance with the terms and conditions of this Agreement.

3. **COMPENSATION.** As full and complete compensation for all of the Services to be provided by City pursuant to this Agreement, PCMF shall remit payment to the City as more fully described on Exhibit B attached hereto and made a part hereof (the "Compensation"). Except as otherwise set forth on Exhibit B, all sums due to City under this Agreement shall be paid by PCMF to City within seven (7) days following the approval of this agreement by the City Council.

4. **SAFETY AND LEGAL REQUIREMENTS; AUTHORITY.** Without in any way limiting any other term or provision of this Agreement or any obligation of City hereunder City shall do or cause to be done all of the following: (a) perform the Services in a reasonable and proper manner that shall protect the health and safety of PCMF employees, agents and the public generally; (b) comply with all laws, policies, rules, and regulations applicable to the Services; (c) if an authorized management person of PCMF is not available, then contact the proper local authorities for assistance when such assistance is appropriate for safety; (d) obtain, maintain and comply with all licenses, permits, franchises and approvals from any governmental authority that may be required to enable City to perform all of the Services and fulfill all of its obligations under this Agreement; and (e) understand that PCMF is relying on City's expertise in the performance of the Services, ensure personnel comply with best practices for its industry, and communicate those if necessary to PCMF. City represents and warrants that it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of City, and the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound.

5. **INSURANCE.** City represents to PCMF that the vehicles (equipment) provided to the service of the event are currently insured as to claims by third parties in adequate amounts as deemed appropriate by law and in the judgment of the City.

6. **WAIVER BY CITY.** City agrees that PCMF shall not be responsible for any loss or damage to any property of City resulting from fire, theft or any other cause unless due to the negligence or willful misconduct of PCMF and, except to the extent expressly provided herein, City expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.

7. **TERMINATION.** This Agreement may be terminated (i) by PCMF immediately upon notice to City if City fails, refuses or neglects to perform each and every one of the Services to be performed by City under or pursuant to this Agreement or upon the breach by or failure of City to perform any of its obligations or covenants under this Agreement, (ii) by PCMF, with or without cause, upon five (5) days written notice to City, or (iii) by City immediately upon the failure of PCMF to perform any of its material covenants and conditions under this Agreement hereunder which has not been cured within five (5) days following written notice from Company to PCMF. Following any termination of this Agreement, PCMF shall only be required to pay to City any compensation earned by City for any Services satisfactorily performed by City as of the date of such termination.

8. **INDEPENDENT CONTRACTOR STATUS.** City is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to City, its business affairs and its performance of its duties under or pursuant to this Agreement, including, without limitation, state and federal taxes applicable to this Agreement,. The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make PCMF liable for the debts or obligations of City. No officer, employee, agent, or servant of City shall be deemed at any time to be an employee, servant, or agent of PCMF for any purpose whatsoever.

9. **INTELLECTUAL PROPERTY.** City agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights to the Event or PCMF, artist(s) or their respective affiliates (sometimes collectively and individually referred to herein as the "**Trademarks**"), (b) ownership of all such Trademarks shall remain the property of PCMF or the artist(s), as the case may be, and (c) Company will not use any Trademarks under any circumstances without the prior written consent of PCMF, which consent PCMF may withhold in its sole and absolute discretion.

10. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, City and its officers, directors, shareholders, employees, agents, contractors and representatives may gain access or be exposed to certain confidential and proprietary information relating to the Event or the business of PCMF or its affiliates including budgetary information, bids, quotations, and pricing (sometimes collectively and individually referred to herein as the "**Confidential Information**"). City agrees, for itself and its officers, directors, shareholders, employees, agents and representatives, that all such Confidential Information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of PCMF, which consent may be withheld by PCMF in its sole and absolute discretion. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the term of this Agreement and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of proving inadequacy of legal remedies and without proving that PCMF and its affiliates or any of their respective officers, directors, shareholders, partners, contractors, employees, agents, contractors or representatives would suffer irreparable harm as a result of a violation of such confidentiality obligation.

11. **EFFECT OF AGREEMENT/ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this Agreement may not be assigned by City, nor may any of City's duties hereunder be delegated, without the prior written consent of PCMF. Notwithstanding any other term or provision of this Agreement, it is expressly understood and agreed by City that PCMF shall have the right to designate another entity, including, without limitation, one of its affiliated or related entities, to manage, direct and control the Services to be provided by City hereunder, and City agrees to fully cooperate with and comply with all directives and directions of any such other entity.

12. **FORCE MAJEURE EVENT.** The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of illness or death of an artist, an act of God, strike, labor dispute, war, fire, earthquake, act of public enemies, acts of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("**Force Majeure Event**"). In the event a Force Majeure Event renders the Services unnecessary or impracticable, PCMF may terminate this Agreement and shall have no further obligations to City hereunder.

13. **NOTICES.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery or by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed as follows:

PCMF: Pryor Creek Music Festivals, Inc.
PO Box 427
Pryor, OK 74362
Attention: Dave Giencke
Telephone no: 918-824-2288

with a copy to: AEG Live Productions, LLC
231 S. Bemiston Ave.
Suite 715
St. Louis, MO 63105
Phone: 314-862-4440
Facsimile: 314-862-4462
Attention: Legal Department

City: The City of Pryor Creek

6 N Adair St
Pryor, OK, 74361
Phone: 918-825-4077
Facsimile:
Attention: Jimmy Tramel

All notices shall be deemed delivered either upon actual receipt thereof if personally delivered, including delivery by a recognized courier service or, if mailed, on the third day following deposit in the United States mails as provided above. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

14. **WAIVER.** No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

15. **CHOICE OF LAW.** The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Oklahoma, without regard to that State's rules with respect to choice of law and venue of any action shall be with the District Court of Mayes County.

16. **ENTIRE AGREEMENT / MISC.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not effect the validity, interpretation or effect of the remainder of this Agreement. This Agreement may not be modified, altered or amended except by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the day and year first above written.

City:

PCMF:

By: _____

By: _____

Name: Larry Lees

Name: Dave Giencke

Title: Mayor of City of Pryor Creek, Oklahoma

Title: Director of Operations

Attest as approved by the City Council of the City
Of Pryor Creek, Oklahoma on the ____ day of
_____, 2021

By: _____

Name: Eva Smith

Title: City Clerk

Reviewed and approved by:

K. Ellis Ritchie, City Attorney for City of
Pryor Creek, Oklahoma

EXHIBIT A

SERVICES

CITY SHALL PROVIDE THE FOLLOWING SERVICES:

City will locate one (1) quick response fire vehicle and one (1) fire tanker, at a total cost of **Four Thousand Dollars (\$4,000.00)** at the event, on **September 3, 2021** from **11:00 a.m.** until **2:00 a.m.**; and during those same hours on **September 4** and ending on **September 5, 2021** at **2:00 a.m.**

PCMF understands and agrees that if equipment located on-location is required for any outside emergency engagement during the course of the Event, City may remove said equipment to fulfill its duties in the provision of services by the City to such outside emergency engagement. Upon such occurrence, PCMF agrees and understands that it shall be without the services of the City and specifically releases City from its obligation to perform hereunder during the time of such an outside emergency engagement. Upon such occurrence, City understands and agrees that all liability for equipment associated with said outside emergency engagement shall be that of the City upon leaving Venue.

City hereby acknowledges that total Compensation set forth on Exhibit B below is inclusive of all gear and transportation required to provide services outlined herein.

EXHIBIT B

COMPENSATION

In accordance with Section 3 of the Agreement, City shall receive Compensation as follows:

The total Compensation due to City is **Four Thousand Dollars and Zero Cents (\$4,000.00)** (amount is inclusive of any and all taxes, fees and dues affiliated with Services). Under no circumstances shall Company be entitled to receive any amount in excess thereof, without the prior written consent of PCMF.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement") is made effective as of the day of **August, 2021** by and between **Pryor Creek Music Festivals, Inc. ("PCMF")**, an Oklahoma corporation, and **The City of Pryor Creek, OK ("City")**.

RECITALS

A. PCMF is involved in organizing, promoting and presenting an annual live music festival known as *Born & Raised* which is scheduled to be held from **September 18, 2021** through **September 19, 2021** (the "Event") at the PCMF facility near Pryor, Oklahoma (the "Venue");

C. PCMF desires to contract with City for services in connection with Event, and City desires to provide such services, on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants that are contained in this Agreement, the parties hereto hereby agree as follows:

1. **SCOPE OF SERVICES.** PCMF hereby engages City, and City hereby agrees, to provide the services more fully described on Exhibit A attached hereto and made a part hereof (the "Services"). Except for those items, if any, expressly required by this Agreement to be furnished by PCMF, City shall furnish or provide all of the materials (including equipment and supplies, uniforms, communication equipment and any other equipment) and all other items necessary to perform the Services and to carry out and perform all of City's obligations under or pursuant to this Agreement. City hereby acknowledges that the total Compensation (as defined below) set forth on Exhibit B is inclusive of all materials and transportation required to provide the Services.

2. **TERM.** The term of this Agreement shall commence as of the effective date hereof and shall continue through **September 19, 2021** unless sooner terminated in accordance with the terms and conditions of this Agreement.

3. **COMPENSATION.** As full and complete compensation for all of the Services to be provided by City pursuant to this Agreement, PCMF shall remit payment to the City as more fully described on Exhibit B attached hereto and made a part hereof (the "Compensation"). Except as otherwise set forth on Exhibit B, all sums due to City under this Agreement shall be paid by PCMF to City within seven (7) days following the approval of this agreement by the City Council.

4. **SAFETY AND LEGAL REQUIREMENTS; AUTHORITY.** Without in any way limiting any other term or provision of this Agreement or any obligation of City hereunder City shall do or cause to be done all of the following: (a) perform the Services in a reasonable and proper manner that shall protect the health and safety of PCMF employees, agents and the public generally; (b) comply with all laws, policies, rules, and regulations applicable to the Services; (c) if an authorized management person of PCMF is not available, then contact the proper local authorities for assistance when such assistance is appropriate for safety; (d) obtain, maintain and comply with all licenses, permits, franchises and approvals from any governmental authority that may be required to enable City to perform all of the Services and fulfill all of its obligations under this Agreement; and (e) understand that PCMF is relying on City's expertise in the performance of the Services, ensure personnel comply with best practices for its industry, and communicate those if necessary to PCMF. City represents and warrants that it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of City, and the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound.

5. **INSURANCE.** City represents to PCMF that the vehicles (equipment) provided to the service of the event are currently insured as to claims by third parties in adequate amounts as deemed appropriate by law and in the judgment of the City.

6. **WAIVER BY CITY.** City agrees that PCMF shall not be responsible for any loss or damage to any property of City resulting from fire, theft or any other cause unless due to the negligence or willful misconduct of PCMF and, except to the extent expressly provided herein, City expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.

7. **TERMINATION.** This Agreement may be terminated (i) by PCMF immediately upon notice to City if City fails, refuses or neglects to perform each and every one of the Services to be performed by City under or pursuant to this Agreement or upon the breach by or failure of City to perform any of its obligations or covenants under this Agreement, (ii) by PCMF, with or without cause, upon five (5) days written notice to City, or (iii) by City immediately upon the failure of PCMF to perform any of its material covenants and conditions under this Agreement hereunder which has not been cured within five (5) days following written notice from Company to PCMF. Following any termination of this Agreement, PCMF shall only be required to pay to City any compensation earned by City for any Services satisfactorily performed by City as of the date of such termination.

8. **INDEPENDENT CONTRACTOR STATUS.** City is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to City, its business affairs and its performance of its duties under or pursuant to this Agreement, including, without limitation, state and federal taxes applicable to this Agreement,. The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make PCMF liable for the debts or obligations of City. No officer, employee, agent, or servant of City shall be deemed at any time to be an employee, servant, or agent of PCMF for any purpose whatsoever.

9. **INTELLECTUAL PROPERTY.** City agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights to the Event or PCMF, artist(s) or their respective affiliates (sometimes collectively and individually referred to herein as the "Trademarks"), (b) ownership of all such Trademarks shall remain the property of PCMF or the artist(s), as the case may be, and (c) Company will not use any Trademarks under any circumstances without the prior written consent of PCMF, which consent PCMF may withhold in its sole and absolute discretion.

10. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, City and its officers, directors, shareholders, employees, agents, contractors and representatives may gain access or be exposed to certain confidential and proprietary information relating to the Event or the business of PCMF or its affiliates including budgetary information, bids, quotations, and pricing (sometimes collectively and individually referred to herein as the "Confidential Information"). City agrees, for itself and its officers, directors, shareholders, employees, agents and representatives, that all such Confidential Information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of PCMF, which consent may be withheld by PCMF in its sole and absolute discretion. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the term of this Agreement and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of proving inadequacy of legal remedies and without proving that PCMF and its affiliates or any of their respective officers, directors, shareholders, partners, contractors, employees, agents, contractors or representatives would suffer irreparable harm as a result of a violation of such confidentiality obligation.

11. **EFFECT OF AGREEMENT/ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this Agreement may not be assigned by City, nor may any of City's duties hereunder be delegated, without the prior written consent of PCMF. Notwithstanding any other term or provision of this Agreement, it is expressly understood and agreed by City that PCMF shall have the right to designate another entity, including, without limitation, one of its affiliated or related entities, to manage, direct and control the Services to be provided by City hereunder, and City agrees to fully cooperate with and comply with all directives and directions of any such other entity.

12. **FORCE MAJEURE EVENT.** The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of illness or death of an artist, an act of God, strike, labor dispute, war, fire, earthquake, act of public enemies, acts of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). In the event a Force Majeure Event renders the Services unnecessary or impracticable, PCMF may terminate this Agreement and shall have no further obligations to City hereunder.

13. **NOTICES.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery or by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed as follows:

PCMF: Pryor Creek Music Festivals, Inc.
PO Box 427
Pryor, OK 74362
Attention: Dave Giencke
Telephone no: 918-824-2288

with a copy to: AEG Live Productions, LLC
231 S. Bemiston Ave.
Suite 715
St. Louis, MO 63105
Phone: 314-862-4440
Facsimile: 314-862-4462
Attention: Legal Department

City: The City of Pryor Creek

6 N Adair St
Pryor, OK, 74361
Phone: 918-825-4077
Facsimile:
Attention: Jimmy Tramel

All notices shall be deemed delivered either upon actual receipt thereof if personally delivered, including delivery by a recognized courier service or, if mailed, on the third day following deposit in the United States mails as provided above. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

14. **WAIVER.** No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

15. **CHOICE OF LAW.** The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Oklahoma, without regard to that State's rules with respect to choice of law and venue of any action shall be with the District Court of Mayes County.

16. **ENTIRE AGREEMENT / MISC.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not effect the validity, interpretation or effect of the remainder of this Agreement. This Agreement may not be modified, altered or amended except by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the day and year first above written.

City:

PCMF:

By: _____

By: _____

Name: Larry Lees

Name: Dave Giencke

Title: Mayor of City of Pryor Creek, Oklahoma

Title: Director of Operations

Attest as approved by the City Council of the City
Of Pryor Creek, Oklahoma on the ____ day of
_____, 2021

By: _____

Name: Eva Smith

Title: City Clerk

Reviewed and approved by:

K. Ellis Ritchie, City Attorney for City of
Pryor Creek, Oklahoma

EXHIBIT A

SERVICES

CITY SHALL PROVIDE THE FOLLOWING SERVICES:

City will locate one (1) quick response fire vehicle and one (1) fire tanker, at a total cost of **Four Thousand Dollars (\$2,666.00)** at the event, on **September 18, 2021** from **11:00 a.m.** until **2:00 a.m.**; and during those same hours on **September 19, 2021**.

PCMF understands and agrees that if equipment located on-location is required for any outside emergency engagement during the course of the Event, City may remove said equipment to fulfill its duties in the provision of services by the City to such outside emergency engagement. Upon such occurrence, PCMF agrees and understands that it shall be without the services of the City and specifically releases City from its obligation to perform hereunder during the time of such an outside emergency engagement. Upon such occurrence, City understands and agrees that all liability for equipment associated with said outside emergency engagement shall be that of the City upon leaving Venue.

City hereby acknowledges that total Compensation set forth on Exhibit B below is inclusive of all gear and transportation required to provide services outlined herein.

EXHIBIT B

COMPENSATION

In accordance with Section 3 of the Agreement, City shall receive Compensation as follows:

The total Compensation due to City is **Two Thousand Six Hundred Sixty-Six Dollars (\$2,666.00)** (amount is inclusive of any and all taxes, fees and dues affiliated with Services). Under no circumstances shall Company be entitled to receive any amount in excess thereof, without the prior written consent of PCMF.



City of Pryor Creek

12 North Rowe – PO Box 1167
Pryor Creek, Ok 74362
Tel 918-825-0888 Fax 918-825-6577
www.pryorcreek.org

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 7th day of September, by and between the City of Pryor Creek, Oklahoma and the Pryor Main Street Program.

In consideration of funding provided by the City of Pryor Creek in the amount twenty thousand dollars and no cents (\$20,000.00), payable as a one-time payment, the Pryor Main Street Program does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2021-2022:

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Pryor Main Street Program

Date: _____

Date: _____

Attest: _____
City Clerk



City of Pryor Creek

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Pryor Creek, Ok 74362
Tel 918-825-0888 Fax 918-825-6577
www.pryorcreek.org

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 7th day of September, by and between the City of Pryor Creek, Oklahoma and the Disabled American Veteran's Program.

In consideration of funding provided by the City of Pryor Creek in the amount of one thousand dollars and no cents (\$1,000.00), payable as a one-time payment, the Disabled American Veteran's Program does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2021-2022:

- (1) Assistance and transportation for Mayes County Disabled American Veterans.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Disabled American Veteran's Program

Date: _____

Date: _____

Attest: _____
City Clerk



City of Pryor Creek

12 North Rowe – PO Box 1167
Pryor Creek, Ok 74362
Tel 918-825-0888 Fax 918-825-6577
www.pryorcreek.org

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 7th day of September, by and between the City of Pryor Creek, Oklahoma and the Senior Citizen Nutrition Center.

In consideration of funding provided by the City of Pryor Creek in the amount of five thousand dollars and no cents (\$5,000.00), payable as a one-time payment, the Senior Citizens Nutrition Center does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2021-2022:

(1) Assistance, events and transportation for Senior Citizens Nutrition Center.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Senior Citizens Nutrition Center

Date: _____

Date: _____

Attest: _____
City Clerk



City of Pryor Creek

12 North Rowe – PO Box 1167
Pryor Creek, Ok 74362
Tel 918-825-0888 Fax 918-825-6577
www.pryorok.org

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 7th day of September, by and between the City of Pryor Creek, Oklahoma and the Sertoma Senior Citizen Center.

In consideration of funding provided by the City of Pryor Creek in the amount of five thousand dollars and no cents (\$5,000.00), payable as a one-time payment, the Sertoma Senior Citizens Center does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2021-2022:

(1) Assistance, events and transportation for the Sertoma Senior Citizen Center.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Sertoma Senior Citizens Center

Date: _____

Date: _____

Attest: _____
City Clerk



City of Pryor Creek

12 North Rowe – PO Box 1167
Pryor Creek, Ok 74362
Tel 918-825-0888 Fax 918-825-6577
www.pryorcreek.org

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 7th day of September, by and between the City of Pryor Creek, Oklahoma and the Veteran's Program / American Legion.

In consideration of funding provided by the City of Pryor Creek in the amount of one thousand dollars and no cents (\$1,000.00), payable as a one-time payment, the Veteran's Program / American Legion does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2021-2022:

- (1) Assistance for Mayes County Veterans.
- (2) Maintenance of Shelter at Pryor Creek Cemetery.
- (3) Verification of Veterans named on benches as well as collection of payment to the City of Pryor Creek for names on benches.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Veteran's Program / American Legion

Date: _____

Date: _____

Attest: _____
City Clerk



City of Pryor Creek

12 North Rowe – PO Box 1167
Pryor Creek, Ok 74362
Tel 918-825-0888 Fax 918-825-6577
www.pryorcreek.org

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 7th day of September, by and between the City of Pryor Creek, Oklahoma and Pelivan Transit (Grand Gateway Economic Development Association).

In consideration of funding provided by the City of Pryor Creek in the amount of twenty-five thousand dollars and no cents (\$25,000.00), payable as a one-time payment, Grand Gateway does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2021-2022:

- (1) Provide public transportation to the citizens of Pryor Creek, Oklahoma

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Pelivan Transit
(Grand Gateway Economic Development Association)

Date: _____

Date: _____

Attest: _____
City Clerk



Invoice

1825 Lakeway Dr, Suite 100
Lewisville, TX 75057

Date	Invoice #
8/23/2021	126902

Bill To
PRYOR, CITY OF MELVIN SMITH 214 SOUTH MILL PRYOR, OK 74361 USA

Ship To
CITY OF PRYOR MELVIN SMITH 214 SOUTH MILL PRYOR, OK 74361 USA

****Shop online now @ store.cardinaltracking.com****

Terms	Due Date	Sales Order #
Net 60	10/22/2021	74089
P.O. Number	Ship Via	Salesperson
	UPS Ground	JF

Qty Shipped	Description	Price Each	Amount
1	BU03 - Badge (POLICE RMS) BASE System Annual Software License and Customer Support Renewal Package includes Arrest, Business, Expunge, Flywriter, Incident, Master Name, Master Vehicle, Merge, NIBRS/UCR Reports, Note Search, Personnel, Property, Racial Profili	3,745.20	3,745.20
14	BU03A - Badge USER Licenses Annual Software License and Customer Support Renewal	0.00	0.00
1	BU17 - Badge Module Annual Software License and Customer Support Renewal - Note: ANIMAL LICENSE	0.00	0.00
1	BU17 - Badge Module Annual Software License and Customer Support Renewal - Note: CITATION	0.00	0.00
1	BU17 - Badge Module Annual Software License and Customer Support Renewal - Note: DISPATCH	0.00	0.00
1	BU17 - Badge Module Annual Software License and Customer Support Renewal - Note: WARRANTS	0.00	0.00
1	BU12 - PLIS (PHOTO LINEUP IMAGING SYSTEM) Annual Software License and Customer Support Renewal	0.00	0.00
1	BU10 - CAD (COMPUTER AIDED DISPATCH) BASE System Annual Software License and Customer Support Renewal Package includes the following: Activity Log, Alarm, Briefing, Business, Dispatch, Dispatch Log, Flywriter, Master Name, Master Vehicle, Messages, Personnel,	3,253.50	3,253.50
3	BU10A - CAD USER Licenses Annual Software License and Customer Support Renewal	0.00	0.00
1	BU10B - CAD E911 Interface Annual Software License and Customer Support Renewal	0.00	0.00
1	COVERAGE DATES - RENEWAL DATES: - Note: 11/01/2021 - 10/31/2022	0.00	0.00
	Sales Tax	0.00	0.00

Thank you for your business!

For questions regarding this invoice contact Cardinal Tracking at accounting@cardinaltracking.com. Please Note... Returns received after 30 days from invoice date will be charged a 25% restocking fee. All returns must be in original packaging, and in good condition to receive full credit.

Late Fees may be assessed on all balances over 90 days

Federal ID# 75-1841973

Total	\$6,998.70
Payments	\$0.00
Balance Due	\$6,998.70

Phone #	Fax #	Web Site	E-mail
800-285-3833	972-539-8914	http://www.cardinaltracking.com	accounting@cardinaltracking.com



United States Department of Agriculture

United States
Department of
Agriculture

Marketing and
Regulatory
Programs

PO Box 36295
Oklahoma City, OK
73136

2800 N. Lincoln Blvd
Oklahoma City, OK
73105

August 17, 2021

RE: Cooperative Service Agreement

Dear Cooperator,

Enclosed is upcoming year's cooperative service agreement and invoice with USDA's Wildlife Services for your review and processing.

Please return the signed agreement and payment to our office.

Should you have any questions, feel free to contact our office at 405/521-4039 or by email at john.t.hicks@usda.gov

Respectfully,

A handwritten signature in blue ink, appearing to read "Tyler Hicks", written over a horizontal line.

Tyler Hicks
Budget Analyst
Wildlife Services



COOPERATIVE SERVICE AGREEMENT
between
City of Pryor and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment upon receipt of invoice to "USDA, APHIS" in the amount of \$ 5,000.00.
2. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
6. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

ARTICLE 6

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become October 1, 2021, and shall continue until September 30, 2022, [not to exceed one year for OTC]. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:

Cooperator's Tax ID No. (unless Over-the-Counter CSA): _____

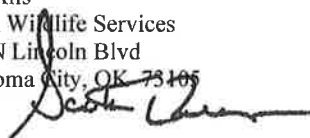
APHIS-WS's Tax ID: 41-0696271

Cooperator Name/signer, Address

City of Pryor
 Lisa Malone
 PO Box 1167
 Pryor, OK 74362

APHIS-WS State Office/signer, Address

Scott Alls
 USDA Wildlife Services
 2800 N Lincoln Blvd
 Oklahoma City, OK 73105



8-17-21

Cooperator's Signature

Date

APHIS-WS State Director's Signature

Date

WORK PLAN

Wildlife Species: Feral Pigeons and Beavers

Description of Damage: Removal of feral pigeons and beavers that is damaging property and creating potential human health and safety hazard.

Location: City of Pryor Creek, OK

Services Provided: WS employees will respond in a timely manner to complaints from City of Pryor Creek personnel and implement an integrated wildlife damage management approach using effective management strategies and tools to resolve the immediate feral pigeons or beaver conflict. WS will utilize all legal and approved methods. Approval of methods will be provided via Work Initiation Document to be completed by Wildlife Services.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$3,000.00
Travel		
Vehicles		
Other Services		
Supplies and Materials		\$932.36
Equipment		
Subtotal (Direct Charges)		\$3,932.36
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$432.56
Indirect Costs	16.15%	\$635.08
Aviation Flat Rate Collection		
Agreement Total		\$5,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$5,000.00 <i>[other description information to be added as desired]</i>		

Financial Point of Contact/Billing Address [as appropriate]:

Cooperator Name, Address, Phone Number, Email

City of Pryor Creek
Lisa Malone
PO Box 1167
Pryor, OK 74362
918/825-6577
malonel@pryorcreekok.org

APHIS-WS State Office Name, Address, Phone Number, Email

Tyler Hicks
USDA Wildlife Services
2800 N Lincoln Blvd
Oklahoma City, OK 73105
405/522-5483
John.T.Hicks@usda.gov

USDA, APHIS Wildlife Services Regional Office

Keith Wehner, Regional Director

Date



Wildlife Services
PO Box 36295
Oklahoma City, OK 73136
405/521-4039

INVOICE

August 17, 2021

City of Pryor
PO Box 1167
Pryor, OK 74362

DATE	DESCRIPTION	RATE	DUE
October 1, 2021 through September 30, 2022	Labor and materials for control of feral pigeons & beavers using legal and approved methods		\$ 5,000.00
	Balance Due		\$ 5,000.00

Make Checks Payable To: USDA-WILDLIFE SERVICES

RETURN PAYMENT TO: USDA WILDLIFE SERVICES
P.O. BOX 36295
OKLAHOMA CITY, OKLAHOMA 73136