MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, SEPTEMBER 17TH, 2024 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 emailed to The Paper newspaper and emailed to the Council members.

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

Mayor Doyle called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Zac Doyle. Roll Call was conducted by City Clerk Courtney Davis. Council members present: Terry Lamar, Choya Shropshire, Lori Bradshaw, Kenneth Brashears, Tyler Brown, Chris Gonthier and Bruce Smith. Members absent: Charles Tramel.

Department Heads and other City Officials present: Chase McBride, Jeremy Cantrell, Justin Couch, Becki Sams-Benham, Frank Powell and Cari Rerat.

Others present: Autumn Graybill, Gilbert Graybill, Violet Kirkendall, Nena Roberts, Jeff Kolker, Catalina Kolker, Adam Anderson, Harper Meehan, Terry Aylward and Wanda Cummings.

2. PETITIONS FROM THE AUDIENCE:

(Limited to 5 minutes, must request in advance.)

There were no petitions from the audience.

3. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

(Consent items are to be voted on for approval or denial by one single motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda. Only those items removed will be read aloud.)

a. Approve minutes of the September 3rd, 2024 Council meeting.
b. Approve payroll purchase orders through September 27th, 2024.
c. Approve claims for purchase orders through September 17th, 2024.

FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL	2420240666 - 2420240692	$180,736.85
STREET & DRAINAGE	2420240692 - 911457B	$8,846.91
GOLF COURSE	2420240696 - 911516B	$15,772.94
CAPITAL OUTLAY	2420240580 - 911512B	$31,214.67
RECREATION CENTER	2420240592 - 2420240692	$16,264.14
PRYOR PUBLIC WORKS AUTHORITY	911531B	$9,000.00
DONATIONS AND EARMARKED	2420240622 - 2420240671	$348.22
EDTA	2420240703 - 2420240728	$42,017.62
	TOTAL	$304,201.35
	NO BLANKETS	

d. Approve closing East Graham Avenue from Hogan Street to North Adair Street on Saturday, November 11th, 2024 for the Annual Veteran's Day Parade from 10:30 a.m. until 12:30 p.m.
e. Approve accepting a bid from Kustom Kutts Lawn Care in the amount of $195.00 for the abatement of a property at 309 SE 14th to be paid from Real Property Acquisition Reserve – Nuisance Abatement Account #46-465-5450. No other bids received.
f. Approve declaring surplus Engine 3, a 2005 HME Pumper, VIN #0669, from the Pryor Fire Department and listing for sale on the PurpleWave auction website.

Motion was made by Shropshire, second by Brashears to approve the consent agenda less items c, e and f. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Brown, Gonthier and Smith. Voting no: none.

3c. Approve claims for purchase orders through September 17th, 2024.

Motion was made by Brashears, second by Brown to approve claims for purchase orders through September 17th, 2024. Voting yes: Shropshire, Bradshaw and Brashears. Voting no: Brown, Gonthier, Smith and Lamar.

Motion was made by Shropshire, second by Bradshaw to vacate the vote regarding claims for purchase orders through September 17th, 2024 and bring the item back to the table. Voting yes: Bradshaw, Brashears, Brown, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

Motion was made by Brown, second by Brashears to approve claims for purchase orders through September 17th, 2024. Voting yes: Brashears, Brown, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

3e. Approve accepting a bid from Kustom Kutts Lawn Care in the amount of $195.00 for the abatement of a property at 309 SE 14th to be paid from Real Property Acquisition Reserve – Nuisance Abatement Account #46-465-5450. No other bids received.

Motion was made by Gonthier, second by Brashears to approve accepting a bid from Kustom Kutts Lawn Care in the amount of $195.00 for the abatement of a property at 309 SE 14th to be paid from Real Property Acquisition Reserve – Nuisance Abatement Account #46-465-5450. No other bids received. Voting yes: Brown, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none.

3f. Approve declaring surplus Engine 3, a 2005 HME Pumper, VIN #0669, from the Pryor Fire Department and listing for sale on the PurpleWave auction website.

Motion was made by Gonthier, second by Brashears to approve declaring surplus Engine 3, a 2005 HME Pumper, VIN #0669, from the Pryor Fire Department and listing for sale on the PurpleWave auction website. Motion was amended by Gonthier, second by Brashears to approve declaring surplus Engine 3, a 2005 HME Pumper, VIN #0669, from the Pryor Fire Department and listing the item for sale in a manner to be determined by the Fire Chief. Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears and Brown. Voting no: none.

4. MAYOR'S REPORT

(These are items possibly requiring discussion and action.)

4a. Discussion and possible action regarding approval of the June 30th, 2023 Independent Auditor's Report of Financial Statements for the City of Pryor Creek, Oklahoma as presented by Violet Kirkendall of Hood & Associates, PC Certified Public Accountants.

Motion was made by Shropshire, second by Bradshaw to approve the June 30th, 2023 Independent Auditor's Report of Financial Statements for the City of Pryor Creek, Oklahoma as presented by Violet Kirkendall of Hood & Associates, PC Certified Public Accountants. Motion was amended by Brown, second by Gonthier to table the item until the next meeting. Voting yes: Smith, Brown and Gonthier. Voting no: Lamar, Shropshire, Bradshaw and Brashears. Motion failed.

Motion was made by Shropshire, second by Bradshaw to approve the June 30th, 2023 Independent Auditor's Report of Financial Statements for the City of Pryor Creek, Oklahoma as presented by Violet Kirkendall of Hood & Associates, PC Certified Public Accountants. Voting yes: Lamar, Shropshire, Bradshaw and Brashears. Voting no: Brown, Gonthier and Smith.

Mayor moved to the addendum.

ADDENDUM
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 17TH, 2024 AT 6:00 P.M.

A1. Discussion and possible action to close Graham Avenue from Hogan to Adair Street for a Homecoming Parade on Thursday evening, September 26th, 2024, from 6:00 p.m. – 7:30 p.m.

Motion was made by Gonthier, second by Brashears to approve closing Graham Avenue from Hogan to Adair Street for a Homecoming Parade on Thursday evening, September 26th, 2024, from 6:00 p.m. – 7:30 p.m. Voting yes: Shropshire, Bradshaw, Brashears, Brown, Gonthier, Smith and Lamar. Voting no: none.

A2. Discussion and possible action to close Adair Street from Graham Avenue to SE 1st Street for a Pryor Main Street Festival on Thursday evening, September 26th, 2024, from 2:00 p.m. – 10:00 p.m. ***(Scrivener's error: Agenda read "NE 1st Street".)***

Motion was made by Gonthier, second by Brashears to approve closing Adair Street from Graham Avenue to NE 1st Street for a Pryor Main Street Festival on Thursday evening, September 26th, 2024, from 2:00 p.m. – 10:00 p.m. Motion was amended by Gonthier, second by Brashears to approve closing Adair Street from Graham Avenue to SE 1st Street for a Pryor Main Street Festival on Thursday evening, September 26th, 2024, from 2:00 p.m. – 10:00 p.m. and accept the scrivener's error, correcting NE 1st Street to SE 1st Street. Voting yes: Bradshaw, Brashears, Brown, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

A3. Discussion and possible action to approve Mayor to sign an agreement between the City of Pryor Creek and GovCard/Evolv to provide credit card processing services for payments made to the General Fund. The services provided will allow the City to accept payments both in person and online.

Motion was made by Shropshire, second by Bradshaw to approve Mayor to sign an agreement between the City of Pryor Creek and GovCard/Evolv to provide credit card processing services for payments made to the General Fund. The services provided will allow the City to accept payments both in person and online. No action taken.

Motion was made by Gonthier, second by Smith to table action to sign an agreement between the City of Pryor Creek and GovCard/Evolv to provide credit card processing services for payments made to the General Fund until October 1st, 2024. Voting yes: Brashears, Brown, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

A4. Discussion and possible action to approve Mayor to sign an agreement between the City of Pryor Creek and GovCard/Evolv to provide credit card processing services for Court Bond payments. The services provided will allow the City to accept payments both in person and online.

Motion was made by Gonthier, second by Smith to table action to sign an agreement between the City of Pryor Creek and GovCard/Evolv to provide credit card processing services for Court Bond payments until October 1st, 2024. Voting yes: Brown, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none.

Mayor moved to item 4s.

4s. Discussion and possible action regarding City owned property at North Elliott Street and Clayton Road. ***(Request submitted by Brown, Lamar and Smith.)***

Motion was made by Smith, second by Brashears to approve action regarding City owned property at North Elliott Street and Clayton Road. Motion was amended by Smith, second by Brashears to approve action to leave the gate open at the City owned property at North Elliott Street and Clayton Road. Motion amended by Smith, second by Brashears to approve action to leave the gate open to the City owned property at North Elliott Street and Clayton Road and allow Kathy LaValley unimpeded access. Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears and Brown. Voting no: none.

4t. Discussion and possible action regarding any budget presented is subject to line-item changes or adjustments prior to approval by the Council.

Motion was made by Gonthier, second by Smith to approve any budget presented is subject to line-item changes or adjustments prior to approval by the Council. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown and Gonthier. Voting no: none.

4u. Discussion and possible action regarding at any time during the 2024-2025 fiscal year, if General Fund expenses exceed received revenues the Council must approve the expenditures prior to incurring the indebtedness. ***(Request submitted by Gonthier, Smith and Brown.)***

Motion was made by Brashears, second by Gonthier to approve any time during the 2024-2025 fiscal year, if General Fund expenses exceed received revenues the Council must approve the expenditures prior to incurring the indebtedness. Motion amended by Brashears, second by Gonthier to request that the City Attorney draft a new ordinance to amend Purchasing Policy 2-1-3 to include the language of the agenda item. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Brown, Gonthier and Smith. Voting no: none.

4v. Discussion and possible action regarding any expenses over the line-item allocation in the general budget must be approved by the Council prior to incurring indebtedness.
(Request submitted by Gonthier, Smith and Brown.)

Motion was made by Gonthier, second by Brashears to approve any expenses over the line-item allocation in the general budget must be approved by the Council prior to incurring indebtedness. Motion amended by Gonthier, second by Brashears to request that the City Attorney include the language of the agenda item in an ordinance draft amending Purchasing Policy 2-1-3. Voting yes: Shropshire, Bradshaw, Brashears, Brown, Gonthier, Smith and Lamar. Voting no: none.

4w. Discussion and possible action regarding no General Fund line-item transfers will be allowed without prior Council approval, including, but not limited to, unallocated reserves.
(Request submitted by Gonthier, Smith and Brown.)

Motion was made by Gonthier, second by Brashears to discuss no General Fund line-item transfers will be allowed without prior Council approval, including, but not limited to, unallocated reserves. Motion was amended by Gonthier, second by Brashears to take no action regarding no General Fund line-item transfers will be allowed without prior Council approval, including, but not limited to, unallocated reserves. Voting yes: Bradshaw, Brashears, Brown, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

5. CITY ATTORNEY'S REPORT:
a. PUBLIC HEARING
a1. Enter Public Hearing:

Zoning Change for: John Heath Neighbors

The South Half (S½) of Lot Numbered Eleven (11) and all of Lot Numbered Twelve (12), in Block Twenty-Two (22), of the WHITAKER ADDITION, Mayes County, State of Oklahoma, according to the official recorded Plat and Survey thereof. (Also known as 100 N Indianola)

The current zoning is Commercial Restricted (CR). The applicant is requesting the zone to be changed to Residential Duplex (RD) for a single-family home.

Motion was made by Brashears, second by Gonthier to enter Public Hearing at 7:47 p.m. Voting yes: Brashears, Brown, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

Wanda Cummings spoke, requesting Council to approve the zoning change as stated on the agenda.

a2. Exit Public Hearing.

Motion was made by Gonthier, second by Smith to exit Public Hearing at 7:51 p.m. Voting yes: Brown, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none.

b. Discussion and possible action regarding the application (John Heath Neighbors) for a zoning change - (Legal as read above).

Motion was made by Gonthier, second by Smith to approve the application (John Heath Neighbors) for a zoning change - (Legal as read above). Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears and Brown. Voting no: none.

c. PUBLIC HEARING
c1. Enter Public Hearing:

Zoning Change for: Limestone Construction LLC

A tract of land situated in the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section 5, and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 6, all in Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, State of Oklahoma, being more particularly described as follows, to-wit:
Beginning at the Northwest Corner of said NW/4 SW/4;THENCE N87°56'43"E for a distance of 192.00 feet along the North Line thereof; THENCE S1°44'09"E for a distance of 410.00 feet; THENCE S87°56'43"W for a distance of 471.50 feet to a point on the Easterly Right-of-Way of Highway #69; THENCE N15°18'26"E for a distance of 965.60 feet along

said NE/4 SE/4; THENCE N88°34'42" E for a distance of 153.08 feet along said North Line to the POINT OF BEGINNING. Contains 3.8483 acres, more or less. (N Hwy 69)

The current zoning is Agriculture (AG). The applicant is requesting the zone to be changed to Commercial Automotive Recreation (CAR) for storage units and possible retail.

Motion was made by Brashears, second by Gonthier to enter Public Hearing at 7:53 p.m. and waive the reading of the legal description. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown and Gonthier. Voting no: none.

c2. Exit Public Hearing.

Motion was made by Gonthier, second by Brashears to exit Public Hearing at 7:55 p.m. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Brown, Gonthier and Smith. Voting no: none.

d. Discussion and possible action regarding the application (Limestone Construction LLC) for a zoning change - (Legal as read above).

Motion was made by Gonthier, second by Shropshire to approve the application (Limestone Construction LLC) for a zoning change - (Legal as read above). Voting yes: Shropshire, Bradshaw, Brashears, Brown, Gonthier, Smith and Lamar. Voting no: none.

e. Possible Executive Session pursuant to 25 O.S. 307(B) (4) of the Oklahoma Open Meeting Act for the purpose of confidential communications with attorney regarding Rachel Sordahl v City of Pryor Creek, CJ-2020-181.

Motion was made by Brashears, second by Gonthier to enter Executive Session at 8:03 p.m. Voting yes: Bradshaw, Brashears, Brown, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

f. Consider resuming regular session. No action taken during Executive Session.

Motion was made by Gonthier, second by Brashears to exit Executive Session at 8:19 p.m. Voting yes: Brashears, Brown, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

g. Possible Executive Session pursuant to 25 O.S. 307(B) (4) of the Oklahoma Open Meeting Act for the purpose of confidential communications with attorney regarding Charles Burrow v City of Pryor Creek, CJ-2024-189.

Motion was made by Gonthier, second by Brashears to enter Executive Session at 8:20 p.m. Voting yes: Brown, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none.

h. Consider resuming regular session. No action taken during Executive Session.

Motion was made by Brashears, second by Gonthier to exit Executive Session at 8:30 p.m. Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears and Brown. Voting no: none.

i. Possible Executive Session pursuant to 25 O.S. 307(B) (4) of the Oklahoma Open Meeting Act for the purpose of confidential communications with attorney regarding Janice Bell v City of Pryor Creek, CV-2024-87.

Motion was made by Brashears, second by Gonthier to enter Executive Session at 8:31 p.m. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown and Gonthier. Voting no: none.

j. Consider resuming regular session. No action taken during Executive Session.

Motion was made by Gonthier, second by Brashears to exit Executive Session at 8:47 p.m. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Brown, Gonthier and Smith. Voting no: none.

6. COMMITTEE REPORTS:

(Items, such as next meeting date, needing to be reported. No open discussions. Any items requiring discussion are to be added to the Mayor's report prior to posting of agenda.)

a. Budget and Personnel

Shropshire reported that the next meeting will be Tuesday, October 8th.

b. Ordinance and Insurance

Gonthier reported that there is no meeting scheduled.

c. Street

Lamar reported that the next meeting will be Tuesday, September 24th.

Mayor moved to item 4b.

4b. Discussion and possible action regarding General Government Budget, Fund #201, for 2024-2025 fiscal year.

Motion was made by Brown, second by Gonthier to approve General Government Budget, Fund #201, for 2024-2025 fiscal year. Council discussed the need to hold a special meeting on September 23rd, 2024 dedicated to discussing the budget.

Motion was amended by Brown, second by Gonthier to take no action regarding General Government Budget, Fund #201, for 2024-2025 fiscal year. Voting yes: Shropshire, Bradshaw, Brashears, Brown, Gonthier, Smith and Lamar. Voting no: none.

4c. Discussion and possible action regarding Community Development Budget, Fund #203, for 2024-2025 fiscal year.

Motion was made by Brashears, second by Gonthier to take no action regarding Community Development Budget, Fund #203, for 2024-2025 fiscal year and waive the reading. Voting yes: Bradshaw, Brashears, Brown, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

4d. Discussion and possible action regarding Planning & Zoning Budget, Fund #205, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding Planning & Zoning Budget, Fund #205, for 2024-2025 fiscal year and waive the reading. Voting yes: Brashears, Brown, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

4e. Discussion and possible action regarding Managerial Budget, Fund #207, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding Managerial Budget, Fund #207, for 2024-2025 fiscal year and waive the reading. Voting yes: Brown, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none.

4f. Discussion and possible action regarding Facilities Department Budget, Fund #208, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding Facilities Department Budget, Fund #208, for 2024-2025 fiscal year and waive the reading. Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears and Brown. Voting no: none.

4g. Discussion and possible action regarding Clerical/Accounting Budget, Fund #209, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding Clerical/Accounting Budget, Fund #209, for 2024-2025 fiscal year and waive the reading. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown and Gonthier. Voting no: none.

4h. Discussion and possible action regarding City Attorney Budget, Fund #211, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding City Attorney Budget, Fund #211, for 2024-2025 fiscal year and waive the reading. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Brown, Gonthier and Smith. Voting no: none.

4i. Discussion and possible action regarding City Treasurer Budget, Fund #213, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding City Treasurer Budget, Fund #213, for 2024-2025 fiscal year and waive the reading. Voting yes: Shropshire, Bradshaw, Brashears, Brown, Gonthier, Smith and Lamar. Voting no: none.

4j. Discussion and possible action regarding School Resource Officer Budget, Fund #214, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding School Resource Officer Budget, Fund #214, for 2024-2025 fiscal year and waive the reading. Voting yes: Bradshaw, Brashears, Brown, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

4k. Discussion and possible action regarding Police Budget, Fund #215, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding Police Budget, Fund #215, for 2024-2025 fiscal year and waive the reading. Voting yes: Brashears, Brown, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

4l. Discussion and possible action regarding Animal Shelter Budget, Fund #216, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding Animal Shelter Budget, Fund #216, for 2024-2025 fiscal year and waive the reading. Voting yes: Brown, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none.

4m. Discussion and possible action regarding Fire Department Budget, Fund #217, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding Fire Department Budget, Fund #217, for 2024-2025 fiscal year and waive the reading. Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears and Brown. Voting no: none.

4n. Discussion and possible action regarding Park Budget, Fund #219, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding Park Budget, Fund #219, for 2024-2025 fiscal year and waive the reading. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown and Gonthier. Voting no: none.

4o. Discussion and possible action regarding Library Budget, Fund #221, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding Library Budget, Fund #221, for 2024-2025 fiscal year and waive the reading. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Brown, Gonthier and Smith. Voting no: none.

4p. Discussion and possible action regarding Cemetery Budget, Fund #223, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding Cemetery Budget, Fund #223, for 2024-2025 fiscal year and waive the reading. Voting yes: Shropshire, Bradshaw, Brashears, Brown, Gonthier, Smith and Lamar. Voting no: none.

4q. Discussion and possible action regarding CEM (Emergency Management) Budget, Fund #225, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding CEM (Emergency Management) Budget, Fund #225, for 2024-2025 fiscal year and waive the reading. Voting yes: Bradshaw, Brashears, Brown, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

4r. Discussion and possible action regarding Municipal Court Budget, Fund #231, for 2024-2025 fiscal year.

Motion was made by Gonthier, second by Brashears to take no action regarding Municipal Court Budget, Fund #231, for 2024-2025 fiscal year and waive the reading. Voting yes: Brashears, Brown, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

7. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

8. ADJOURN.

Motion was made by Brashears, second by Gonthier to adjourn. Voting yes: Brown, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 9:48 p.m.

2. APPROVE MINUTES OF THE SEPTEMBER 3RD, 2024 MEETING.

Motion was made by Gonthier, second by Brashears to approve the minutes of the September 3rd, 2024 meeting. Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears and Brown. 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 Brashears, second by Gonthier to adjourn at 9:49 p.m. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown and Gonthier. Voting no: none.

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

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MINUTES WRITTEN BY CITY CLERK COURTNEY DAVIS

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MINUTES
SPECIAL CITY COUNCIL MEETING
CITY OF PRYOR CREEK, OKLAHOMA
MONDAY, SEPTEMBER 23RD, 2024 AT 5:30 P.M.

The City Council of the City of Pryor Creek, Oklahoma met in special session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. Notice of this meeting was posted on the East bulletin board located outside to the South of the entrance doors and the City website at www.pryorcreek.org. Notice was also emailed to The Paper newspaper and emailed to the Council members.

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

Mayor Doyle called the meeting to order at 5:31 p.m. The Prayer and Pledge of Allegiance were led by Lori Bradshaw. Roll Call was conducted by City Clerk Courtney Davis. Council members present included Terry Lamar, Choya Shropshire, Lori Bradshaw, Kenneth Brashears, Tyler Brown, Charles Tramel, Chris Gonthier and Bruce Smith. Members absent: none.

Department Heads and other City Officials present: Chase McBride.

Others present: Angela Smith, Autumn Graybill, Gilbert Graybill, Marshel Morrison, Devon Ramlal and Nena Roberts.

2. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE MAYOR TO SIGN VOLUNTARY SEVERANCE AGREEMENTS IN THE AMOUNT OF $20,000.00 EACH OFFERED TO FULL TIME EMPLOYEES ON A FIRST COME FIRST SERVE BASIS FROM THE FOLLOWING DEPARTMENTS:
203 – COMMUNITY DEVELOPMENT - 1
208 - FACILITIES – 1
209 - CLERK'S OFFICE – 1
215 - POLICE – 1
217 - FIRE – 1
221 - LIBRARY – 1
EMPLOYEES, OR THEIR DEPARTMENT HEAD ON THEIR BEHALF, MUST REQUEST A VOLUNTARY SEVERANCE AGREEMENT BY EMAILING THE MAYOR AT HR@PRYORCREEK.ORG. VOLUNTARY SEVERANCE AGREEMENT REQUESTS WILL BE ACCEPTED THROUGH OCTOBER 1, 2024 AT 5:00 P.M.

Motion was made by Shropshire, second by Bradshaw to approve the Mayor to sign Voluntary Severance Agreements in the amount of $20,000.00 each offered to full time employees on a first come first serve basis from the following departments: 203 – Community Development - 1, 208 - Facilities – 1, 209 - Clerk's Office – 1, 215 - Police – 1, 217 - Fire – 1 and 221 - Library – 1. Employees, or their department head on their behalf, must request a Voluntary Severance Agreement by emailing the Mayor at hr@pryorcreek.org. Voluntary Severance Agreement requests will be accepted through October 1, 2024 at 5:00 p.m. Motion was amended by Shropshire, second by Bradshaw to table taking action regarding the agenda item until later in the meeting. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Brown, Tramel, Gonthier and Smith. Voting no: none.

3. DISCUSSION AND POSSIBLE ACTION REGARDING FUND 02 - GENERAL FUND BUDGET FOR FISCAL YEAR 2024-2025.

Motion was made by Brashears, second by Gonthier to approve Fund 02 - General Fund budget for fiscal year 2024-2025. Council discussed the Fund 02 - General Fund budget in detail with input from the City Accountant, City Attorney, City Clerk, Mayor and Department heads. No action taken.

Council member Gonthier vacated chambers at 11:52 p.m.

Motion was made by Tramel, second by Bradshaw to approve Fund 02 - General Fund budget for fiscal year 2024-2025 with the amendments made during discussion. Voting yes: Shropshire, Bradshaw, Brashears, Brown and Tramel. Voting no: Smith and Lamar.

Mayor moved back to item 2.

2. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE MAYOR TO SIGN VOLUNTARY SEVERANCE AGREEMENTS IN THE AMOUNT OF $20,000.00 EACH OFFERED TO FULL TIME EMPLOYEES ON A FIRST COME FIRST SERVE BASIS FROM THE FOLLOWING DEPARTMENTS:

203 – COMMUNITY DEVELOPMENT - 1
208 - FACILITIES – 1
209 - CLERK'S OFFICE – 1
215 - POLICE – 1
217 - FIRE – 1
221 - LIBRARY – 1

EMPLOYEES, OR THEIR DEPARTMENT HEAD ON THEIR BEHALF, MUST REQUEST A VOLUNTARY SEVERANCE AGREEMENT BY EMAILING THE MAYOR AT HR@PRYORCREEK.ORG. VOLUNTARY SEVERANCE AGREEMENT REQUESTS WILL BE ACCEPTED THROUGH OCTOBER 1, 2024 AT 5:00 P.M.

Motion was made by Brown, second by Tramel to approve the Mayor to sign Voluntary Severance Agreements in the amount of $20,000.00 each offered to full time employees on a first come first serve basis from the following departments: 203 – Community Development - 1, 208 - Facilities – 1, 209 - Clerk's Office – 1, 215 - Police – 1, 217 - Fire – 1 and 221 - Library – 1. Employees, or their department head on their behalf, must request a Voluntary Severance Agreement by emailing the Mayor at hr@pryorcreek.org. Voluntary Severance Agreement requests will be accepted through October 1, 2024 at 5:00 p.m. Voting yes: Bradshaw, Brashears, Brown, Tramel, Lamar and Shropshire. Voting no: Smith.

4. ADJOURN.

Motion was made by Brashears, second by Tramel to adjourn. Voting yes: Brashears, Brown, Tramel, Smith and Lamar. Abstaining, counting as a no vote: Shropshire. Voting no: none.

MINUTES APPROVED BY MAYOR ZAC DOYLE

____

MINUTES WRITTEN BY CITY CLERK COURTNEY DAVIS

____

City of Pryor Creek
2025 Holiday Schedule

Wednesday, January 1, 2025	New Year’s Day
Monday, January 20, 2025	Martin Luther King Day
Monday, February 17, 2025	President’s Day
Friday, April 18, 2025	Good Friday
Monday, May 26, 2025	Memorial Day
Thursday, June 19, 2025	Juneteenth
Friday, July 4, 2025	Independence Day
Monday, September 1, 2025	Labor Day
Monday, October 13, 2025	Columbus/Indigenous Peoples’ Day
Tuesday, November 11, 2025	Veteran's Day
Thursday, November 27, 2025	Thanksgiving Day
Friday, November 28, 2025	Thanksgiving Day After
Wednesday, December 24, 2025	Christmas Eve
Thursday, December 25, 2025	Christmas Day

APPROVED THIS ________ DAY OF ___________________, 2024, BY VOTE OF SUPPORT BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA.

FILED AND POSTED ON THE BULLETIN BOARD ON THE FIRST FLOOR LOBBY AT CITY HALL, 12 NORTH ROWE STREET, PRYOR CREEK, OKLAHOMA THIS ___ DAY OF ___________________, 2024.

____

Courtney Davis, City Clerk

Becky Clark
316 N. Kentucky
Pryor, OK 74361

Invoice for Christmas wreath light work

Labor

14 hours Replace broken/non functioning bulbs, replace non functioning strings,
replace bad plugs, add pinecones

4 hours Clean, count, inspect bows

*2 hours Wire pinecones for placement

Parts

Wreath bulbs $238.00 (ave. of last four years' cost, from Walmart)

Replacement plugs $ 20.80 for 5 plus tax (from Lowe's)

12 18-inch, four loop bows $615.40 ($575.40 plus est. $40 freight from Manneco)

Total Labor…20 hours @$10/hour	$ 200
Total Parts ….	$ 874.20
TOTAL	**$1,074.20**

***Wreaths came with several clusters of pinecones, which have since crumbled. We have been replacing them as we collect enough. Last year we added two clusters of two pinecones (one on each side of the 36 wreaths, 144 pinecones total) to all 36 wreaths. We have enough now to add at least one pinecone to each side of each wreath, which requires they be wired to attach to the wreath. They are also sprayed with glitter spray, no cost.

601 S. McKinley Ave
Joplin, MO 64801
Toll-free: 800-RAMP-778
Local: 417-206-6816
Fax: 417-206-6888
sales@americanrampcompany.com

AMERICAN RAMP COMPANY

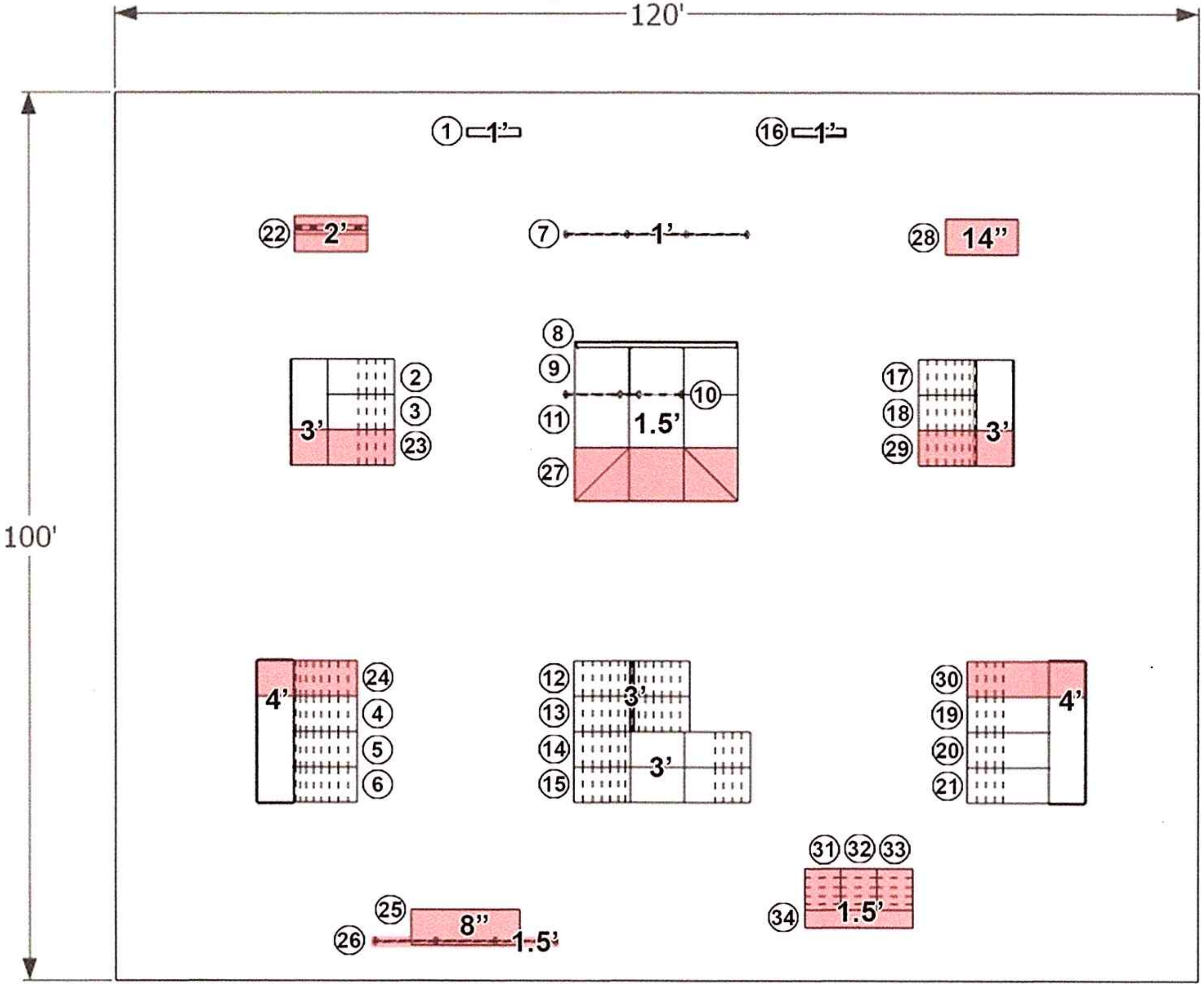
Quote #	Design #	Customer	Date	Designer
Q28737.0	8482	Pryor	09-12-24	Julia Brueckler

Phase 2:

Item	Obstacle	Height	Width	Length
22	Sofa	2	4.0'	8.0'
23	Bank Ramp	3.0'	4.0'	11.0'
24	Quarter Pipe	4.0'	4.0'	11.0'
25	Grindbox	8"	4.0'	12.0'
26	Grind Rail (Round)	1.5'	2"	20.0'
27	Pyramid Section (Wedge)	1.5'	6.0'	18.0'
28	Grindbox	14"	4.0'	8.0'
29	Quarter Pipe	3.0'	4.0'	10.0'
30	Bank Ramp	4.0'	4.0'	13.0'
31	Launch Ramp (Radius)	1.5'	4.0'	3.0'
32	Launch Ramp (Radius)	1.5'	4.0'	3.0'
33	Launch Ramp (Radius)	1.5'	4.0'	3.0'
34	Grindbox (2' Wide)	1.5'	2.0'	12.0'
	GRAND TOTAL			$50,603.25

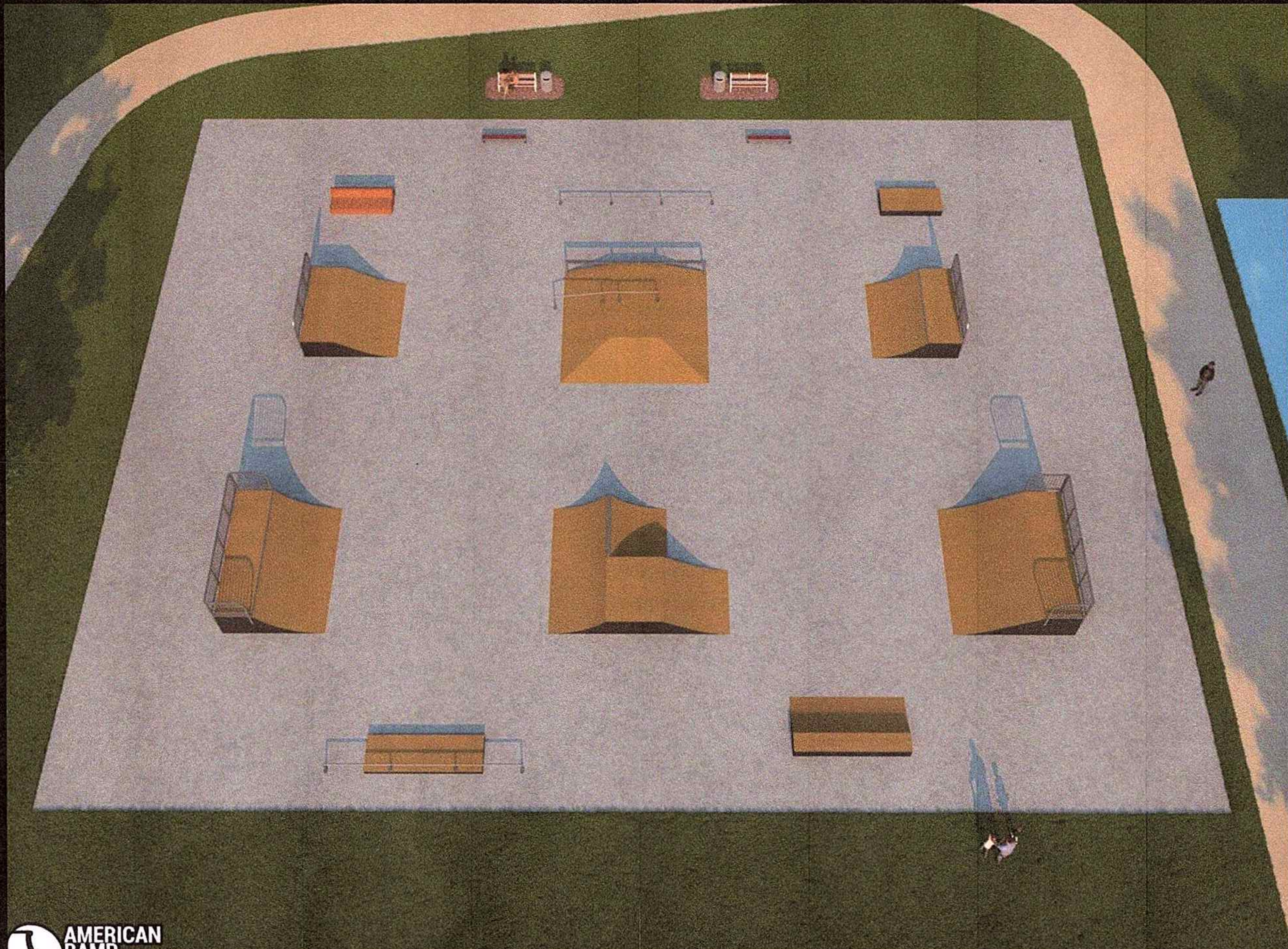
Notes:

- This turnkey quote includes Equipment, Shipping, and Installation.
- This quote does not include prevailing wage. If applicable, call for revised quote.
- This quote does not include sales tax. If applicable, call for revised quote.
- Quote is good for 30 days.



Note: Phase 2 shown in red.

AMERICANRAMPCOMPANY.COM



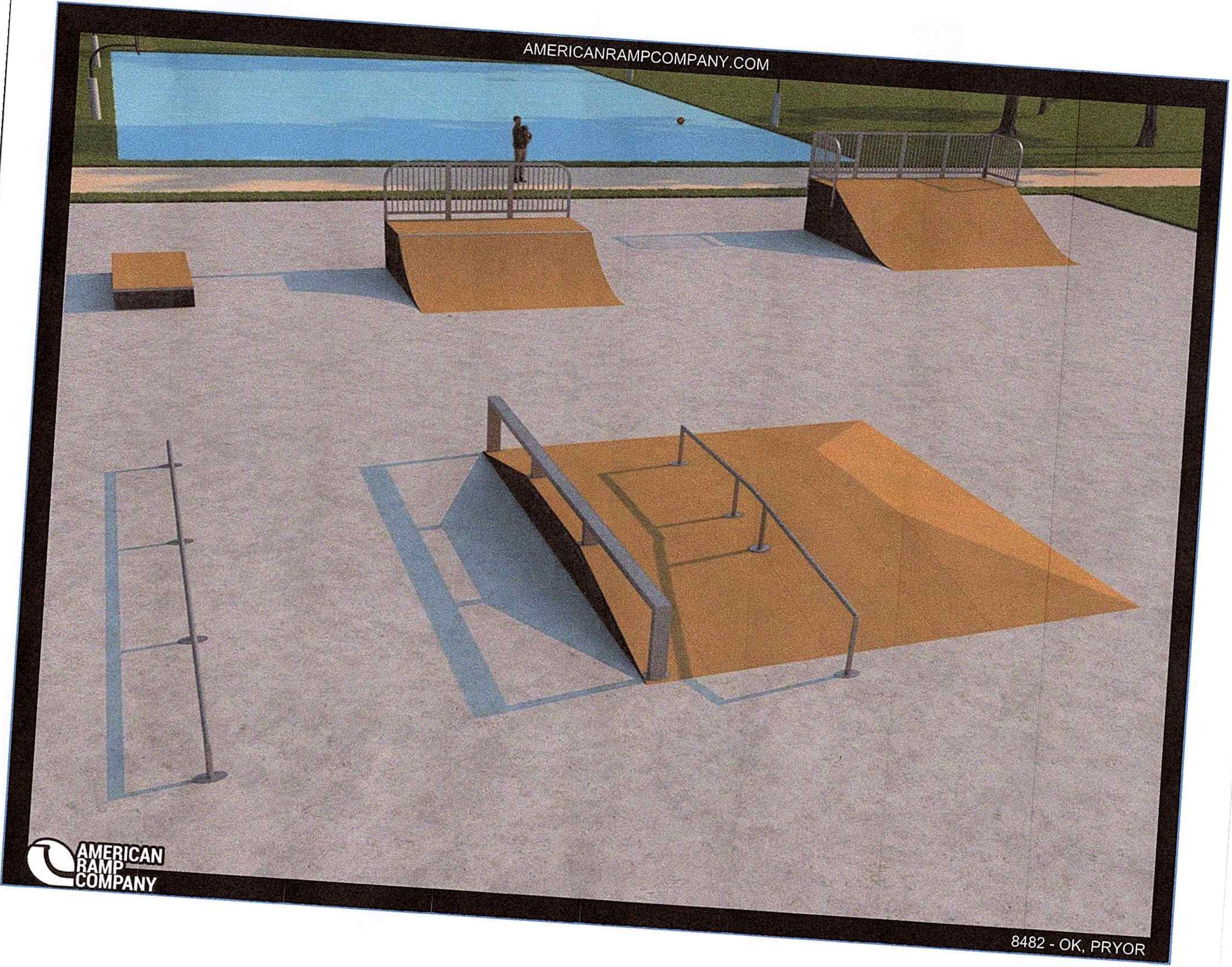
AMERICAN RAMP COMPANY

8482 - OK, PRYOR

AMERICANRAMPCOMPANY.COM

AMERICAN RAMP COMPANY

8482 - OK, PRYOR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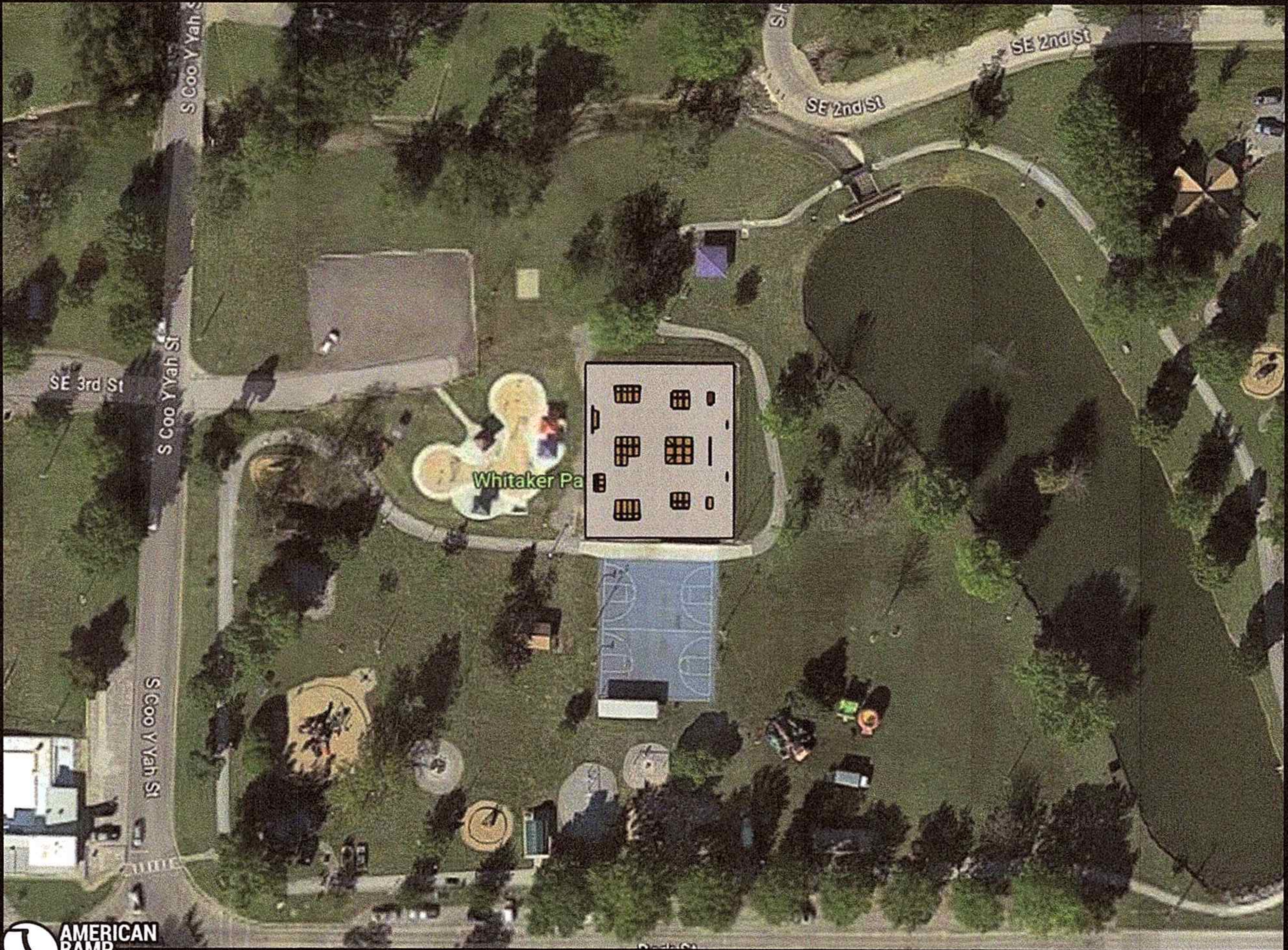

AMERICAN RAMP COMPANY

8482 - OK, PRYOR

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com

WWW.AMERICANRAMPCOMPANY.COM

Re.: Pro Series Skatepark Equipment Sole Source

To whom it may concern,

American Ramp Company is the only manufacturer and distributor within the United States that offers an all steel skatepark ramp system. Furthermore, ARC is the only company that offers a modular ramp system suitable for placement into a public park and for public use. Many customers choose to "Sole Source" our Pro MX line of skatepark equipment since we are the only provider of an all steel, fastener free ramp system in the United States. Manufacturing of our Pro Series skatepark components is done in our Joplin MO facility where it is packaged and shipped directly to the installation site.

ARC offers skate and bike park equipment manufacturer direct to municipal customers, meaning there is no 3rd party rep mark up.

We are very excited about the opportunity to work with you.

If you have any questions, please feel free to contact me at 417-206-6816.

Best regards,

John Hunter
Vice President/Owner

PRO SERIES WARRANTY

20 YEAR LIMITED ON ALL STEEL RAMP COMPONENTS

* Begins on the date of delivery or when the on-site work is complete, under the condition that the skatepark equipment has no defect in material and/or workmanship. Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. Installation of replacement parts are not covered under this warranty and freight is to be prepaid by purchaser. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.

EXCEPTIONS TO WARRANTY

Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warrantied. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company. American Ramp Company will in no way be held liable for any damages, problems, or injuries that occur as a result of an installation that is not factory installed or supervised by factory trained personnel.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.

SAFETY

Purchasers are responsible for ordering equipment appropriate to the level of expected users. Equipment should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).

PURCHASER ____________________ REP. ____________________ DATE __________

AMERICAN RAMP COMPANY

Gmail

Jae Standingwater <standingwaterj@pryorcreek.org>

Fwd: GovCard

1 message

Courtney Davis <daviscj@pryorcreek.org> Fri, Sep 27, 2024 at 3:06 PM
To: "Standingwater, Jae" <standingwaterj@pryorcreek.org>

Please include a copy of her email with the packet. 🙂

Thank you,

Courtney Davis
City Clerk
12 N Rowe, Pryor Creek, OK 74361
PO Box 1167 Pryor Creek, OK 74362
Phone: 918-825-0888
Fax: 918-825-6577

---------- Forwarded message ---------
From: **Whitney Johnson** <wjohnson@poweredbyevolv.com>
Date: Fri, Sep 27, 2024 at 2:47 PM
Subject: GovCard
To: Courtney Davis <daviscj@pryorcreek.org>

Hi Courtney,

Attached is an updated copy of the merchant application! The court bond application would be exactly the same—just different processing volumes and different DBA name.

You will notice that there is no "Early Deconversion Fee," so there would be no penalty for ending the service before the end of the term.

You will also notice that I have marked the account as "Seasonal," and this is to lower our cost with the network, and this is in part how we are able to offer the solution to you at no cost. Marking the account this way has no effect on the platform or your ability to use it!

Best,

Whitney

Whitney Johnson
Relationship Advocate
GovCard
powered by evolv
888.311.7248 ext. 2015
wjohnson@poweredbyevolv.com
Merchant Processing and Digital Solutions

Operational Hours: Monday-Friday 7 AM – 11 PM CST

Tech Support: DeploymentDPT@poweredbyevolv.com or 888-311-7248, option 1

Customer Service: CustomerSRV@poweredbyevolv.com or 888-311-7248, option 2

Copier_20240927_131131.pdf
10095K

MERCHANT PROCESSING AGREEMENT

Merchant Application and Fee Schedule

evolv

10999 Stahl Road
Newburgh, IN 47630
Phone: 888-311-7248
Fax: 866-575-6017

Please carefully complete the Application and read the Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **The Terms and Conditions can be viewed at https://empower2.fisglobal.com/npccma. Please retain the website to review the Terms and Conditions as well a copy of the Merchant Application for your records.** WorldPay ISO, Inc. ("NPC") and Member Bank's acceptance of this Application will be made in a manner authorized in the Agreements and/or Terms and Conditions.

Sales Representative ID Number (9 digit or 16 digit code) Whitney Johnson

Bank # or Merchant Association #:

SECTION 1 MERCHANT BUSINESS INFORMATION

Business Legal Name: (Must Match Business Tax Return Name) City of Pryor Creek	Contact Name: Zachariah Doyle
Business Name (DBA): ☐ Check here if Corporate Headquarters City of Pryor Creek General Fund	Email address: daviscj@pryorcreek.org / Website: https://www.pryorcreek.org/
Business Location Address: 12 North Rowe Street B	Business Billing Address: (if different from location address) PO Box 1167
City, State, Zip: Pryor Creek OK 74361	City, State, Zip: Pryor Creek OK 74361
Phone #: 918-825-0888 / Fax #:	Phone #: 918-825-0888 / Fax #:
Federal Tax ID #: 73-6005386	

SECTION 2 BENEFICIAL/CONTROL OWNERSHIP INFORMATION

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Type of Legal Entity:
- ☐ Association/Estate/Trust
- ☑ Government (Federal/State/Local)
- ☐ Individual/Sole Proprietor
- ☐ Financial Institution
- ☐ LLC
- ☐ Non Profit/Tax-Exempt (501C)
- ☐ Partnership
- ☐ Private Corporation
- ☐ Publicly Traded Corporation
- ☐ SEC Registered Entity

Is Merchant a government entity or an entity at least 50% owned or controlled by a government entity? ☑ YES ☐ NO

If "yes" checked above, list country name of owning or controlling government entity: USA

Name	Title	DOB	SSN #	Ownership Percentage
Control Owner/Officer/Principal Name: Zachariah Doyle	Authorized Officer		73-6005386	1
Home Address: 12 North Rowe Street	City, State, Zip: Pryor OK 74361			Phone #: 918-825-0888
Beneficial Owner/Officer/Principal Name: Zachariah Doyle	Authorized Officer		73-6005386	1
Home Address: 12 North Rowe Street	City, State, Zip: Pryor OK 74361			Phone #: 918-825-0888
Beneficial Owner/Officer/Principal Name:				
Home Address:	City, State, Zip:			Phone #:
Beneficial Owner/Officer/Principal Name:				
Home Address:	City, State, Zip:			Phone #:
Beneficial Owner/Officer/Principal Name:				
Home Address:	City, State, Zip:			Phone #:

SECTION 3 IMPORTANT DISCLOSURES

Merchant acknowledges receipt of NPC's documentation, which includes Merchant Processing Agreement Ver.GEN.0123

IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

MEMBER BANK:
Fifth Third Bank, N.A.
c/o Worldpay LLC.
8500 Governors Hill Drive
Symmes Township, OH 45249
(888) 208-7231

Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X	Zachariah Doyle	

Merchant's Business Name (Legal): City of Pryor Creek

SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS

☐ Ownership or Legal Entity Change	Close NPC Existing MID#:	Close Date Existing MID:	Open Date: 01/01/1898

Annual Volume (Visa/MC/DS/AX):	192,000.00	% Card Present	0	% Card Swipe	0	% Imprint (Manually Keyed)		% B2B
Average Ticket (Visa/MC/DS/AX):	210.00	% Card Not Present	100	% MOTO	100	% Internet		% of International Cards
Highest Ticket (Visa/MC/DS/AX):	10,000.00	Total	100%					

☐ Add'l. Location 1st Location MID: ☐ Never Accepted Cards ☑ Processor Change - How many processing statements are you including? ________

Type of Goods/ Service Sold: Court fees, permits, licenses, animal shelter

MCC: REFUND POLICY (Check One): ☐ No Refund ☐ Refund in 30 days or less ☐ Merchandise exchange only ☑ Other

Seasonal Sales: ☑ Yes ☐ No Active Months: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☑ OCT ☐ NOV ☐ DEC

SECTION 5 COMPLIANCE INFORMATION

Do you (MERCHANT) have a ☐ 3rd party software application/gateway or ☐ POS Terminal

Do you store cardholder data? Paper - ☐ YES ☐ NO Electronic - ☐ YES ☐ NO

Have you ever experienced an Account Data Compromise? ☐ YES ☐ NO

If yes, have you completed remediation? ☐ YES ☐ NO

Third Party Software/Gateway Vendor Name and Address:

Third Party Software/Gateway Vendor Contact Information:

Version #

Merchant data to which this vendor has access:

Does software store cardholder information? ☐ YES ☐ NO

All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide NPC with evidence that Merchant (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. NPC has created the PCI Program ("PCI Program") to assist merchants in securing card data and complying with PCI DSS. You may be enrolled in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information on the PCI Program is set forth in Section 15 of the Terms and Conditions and the applicable fees are set forth in Section 8 of this Application. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA DSS").

SECTION 6 MERCHANT BANK ACCOUNT INFORMATION

In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated. If nothing is checked, MERCHANT will receive Premium ACH. ACH can be performed by the following entities: Member Bank, NPC or any authorized agent of NPC or any Third Party Service Provider with whom you have contracted. *Subject to special approval.

Deposit Time Frame: ☐ Premium ACH ☑ Alternate Funding*

Deposit Type: ☑ Combined ☐ By Batch

Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals. If more than one account is indicated, account #1 will be used for Sales.

Routing #1 DDA Account Type: ☑ Checking ☐ Savings

Account #1

Routing #2 DDA Account Type: ☐ Checking ☐ Savings

Account #2

If a second account, this account is used for: ☐ Discount ☐ Fees ☐ Credits ☐ Chargebacks

Merchant's Business Name (Legal): City of Pryor Creek

SECTION 7 FEE SCHEDULE

APPLICATION TYPE: ☐ Tiered^ ☑ Flat Rate¥ ☐ Interchange# ☐ Cash Advance

DISCOUNT: ☐ Daily ☑ Monthly

CARD OPTIONS: ☑ All Cards ☐ Other Cards ☐ Debit Card Only

BUSINESS TYPE ☐ Retail ☐ Restaurant ☑ Mail/Telephone Order** ☐ Internet**

SUB BUSINESS TYPE ☐ Retail Key Entered** ☐ DialPay Capture** ☐ MOTO/CardSwipe** ☐ Large Ticket

VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category	Discount Rate	Transaction Fee
Base	%	$
Mid-Qualified[1] (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)	+ %	+ $
Non-Qualified[2]	+ %	+ $
Base Debit NON PIN-Based[3] (Same as V/MC/D Discount Rate if left blank) Regulated Only[6] ☐	%	+ $
☐ **Debit PIN-Based** [4] — Monthly Hosting Fee $	%	$
Qualified Rewards[5]	%	Same as Visa/MC/ Discover Transaction Fee

AMERICAN EXPRESS Rate Category*	Discount Rate	Transaction Fee
Base	%	$
Mid-Qualified[1]	+ %	+ $
Non-Qualified[2]	+ %	+ $

Miscellaneous Product Fees

☐ **Wireless Service**[3]

Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee
	$	$	+$

☐ **Internet Services**[3]

Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee	Batch Fee
	$	$	+$	$

Transaction fees are charged for all transaction authorization attempts.
[1]Added to Base discount rate and transaction fee.
[2]Added to applicable Mid-Qualified discount rate and transaction fee.
[3]Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification.
[4]Debit Network Interchange, sponsorship, switch and gateway fees, and any miscellaneous fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.
[5]Same as Mid-Qualified discount rate if left blank for the applicable Reward categories collected by NPC (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants).

^TIERED MERCHANTS ONLY - Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume. [6]Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base V/MC/D discount rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. **If the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

 # INTERCHANGE MERCHANTS ONLY- CARD ORGANIZATION FEES: Visa, MasterCard and Discover Interchange fees, assessments and other fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

¥ FLAT RATE MERCHANTS ONLY - CARD ORGANIZATION FEES: All fees are included in discount rate and transaction fee above except fees related to International transactions. Does not apply to American Express.

***AMERICAN EXPRESS** - Existing American Express Number ☐ YES ☑ NO
Annual Estimated or Actual American Express Volume is less than $1,000,000.00 ☑ YES ☐ NO
If No, then you are not eligible for the American Express Program unless the MCC is excluded according to current American Express OptBlue Program limitations. If No and your volume decreases to less than $1,000,000, you maybe converted to the American Express OptBlue Program unless you have elected to opt out.
☐ By checking this box, you elect to opt out of the American Express Program
☑ By checking this box, you elect to opt out of receiving American Express Marketing Materials

SECTION 8 OCCURRENCE FEES

On File Fee	/month	Minimum Bill	$0.00 /month	Paper Statement ☐ Yes ☐ No	/month
Batch Fee	/each	Early Deconversion Fee[1]	.00 /each	Monthly Terminal Fee[2]	2.99 /month
Voice Auth/DialPay	$0.95 /each	Card Brand Usage Fee (NABU)[3]	$0.06 /each	**PCI PROGRAM**	
ACH/DBA Change Fee	$25.00 /each	Chargeback Fee	$15.00 /each	SaferPayments Basic[4] ☐	/month
Retrieval Fee	$15.00 /each	AVS	$0.01 /each	SaferPayments Managed[4] ☐	/month

Annual Fee ________ Charged in Month of ________ Regulatory Accounting Assistance Program (RAAP) Fee[5] ________ Charged Annually Month of March

Return ACH(s) are subject to a $25.00 fee for each occurrence. **1099-K Reporting is provided at No Charge**

[1]The initial term of the Merchant Agreement is 3 years and automatically renews for additional 3 year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 7.B of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7.B of the Terms and Conditions.
[2] Monthly Terminal Fee of $2.99 will be assessed per month on all next-generation terminals, as applicable.
[3] The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base II Transaction Fee and applies to Tiered Merchants Only.
[4]See Section 15 of the Terms and Conditions for additional information. In addition, Merchant may be charged a PCI Non-Compliance fee of $74.95 per month per MID if not in compliance with PCI Rules and Regulations. Please refer to Section 6.G of the Terms and Conditions.
[5]See Section 13 of the Terms and Conditions for additional information.

Merchant's Business Name (Legal): City of Pryor Creek

SECTION 9 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

PERSONAL GUARANTEE: In exchange for NPC's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions starting in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes NPC, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check. Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

Authorized Signature of Guarantor: (Do Not Include Title)	Guarantor Name:	Date of Signature:

Home Address:	City, State, Zip:

Date of Birth:	Social Security Number:	Phone #:	

SECTION 10 PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.

SECTION 11 MERCHANT ACKNOWLEDGEMENTS AND SIGNATURE

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference (**GEN.0123**) as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the independent sales representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 10 of the Terms and Conditions. If Merchant does not want to participate in the American Express Program, the applicable Opt Out Box has been marked.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT

Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X	Zachariah Doyle	

Merchant's Business Name (Legal): City of Pryor Creek

SECTION 12 SITE INSPECTION INFORMATION

I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):

- [x] I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Owner/Officer Information Section, and witnessed their signing of the Agreement.
- [ ] An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed.
- [ ] I have not physically inspected the business premises of the Merchant; but have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Owner/Officer Information Section.

Business/Inventory/Shipments:

Does business appear as represented?		☑ YES	☐ NO
Is business open and operating?		☑ YES	☐ NO
Is inventory sufficient for business type?		☑ YES	☐ NO
Are goods and services delivered at the time of sale?		☑ YES	☐ NO
Goods and services charged to credit card on		☐ Order	☑ Shipment
Are good and services delivered	☐ Digitally	☑ Physically	☐ Both
If goods are shipped, is a Fulfillment House used?		☑ YES	☐ NO

If Fulfillment House is used, please complete the following:

Fulfillment House Name and Address:

Fulfillment House Contact Information:

Is Fulfillment House PCI DSS Compliant? ☐ YES ☐ NO | % of shipments by this vendor

Location Type: ☐ Retail Store Front ☐ Office Building ☐ Residence ☐ Industrial Building ☐ Trade Show

Sales Organization: Evolv, Inc | **Sales Rep Signature:** Whitney Johnson | **Application Date:**

EVOLV EQUIPMENT SETUP/ACH AGREEMENT

The remainder of this page constitutes an Agreement between EVOLV Inc. ("Evolv") and Merchant. Neither Member Bank nor NPC is a party to or liable for the services and/or equipment set forth below.

EQUIPMENT TYPE		APPLICATION	QTY	ORDER FROM	PRICE
POS Equipment:	GovCard Virtual Terminal		1	☐ Evolv to Ship	$ 0.00
POS Equipment:				☐ Evolv to Ship	$
Imprinter:				☐ Evolv to Ship	$
PIN Pad:				☐ Evolv to Ship	$
Check Reader:	GovCard Customer Portal		1	☐ Evolv to Ship	$ 0.00
NON Refundable Application Fee: $	Programming Fee: $ 199.00	Shipping: $ 0		APPLICABLE TAX:	$ 0.00
Comments: GovCard virtual terminal + customer portal		PROMO Code:		EQUIP. TOTAL:	$
				FEE TOTAL:	$
				GRAND TOTAL:	$ 199.00

EQUIPMENT OPTIONS - THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW

☐ RETAIL / MOTO

AVS ☐ YES ☐ NO
Last 4-Digits ☐ YES ☐ NO
CVV 2 ☐ YES ☐ NO
Purchase Card/Level 2 ☐ YES ☐ NO
Invoice # Prompt ☐ YES ☑ NO
PBX Code ☐ 8 ☐ 9
Multi Merchant ☐ YES ☐ NO
First Merchant MID ____

Auto-Close++ ☑ YES ☐ NO
TIME 19:30
Store N Forward ☐ YES ☐ NO
Pre-dial ☐ YES ☐ NO
Cash Back ☐ YES ☐ NO
Debit Cash Bank Max Amount ____

++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST

☐ RESTAURANT

Tips ☐ YES ☑ NO
Servers ☐ YES ☑ NO
Tables ☐ YES ☐ NO
Bar Tab ☐ YES ☐ NO
Suggested Tip ☐ YES ☑ NO

☐ FAST PAY (FPS)

☐ Both receipts signature line
☐ Both receipts NO signature line
☐ NO receipts under $25.00

☐ CASH ADVANCE

☐ LODGING | **FUEL** ☐ YES ☐ NO

PASSWORD

All ☐ YES ☐ NO
Void ☑ YES ☐ NO
Return ☑ YES ☐ NO
Settlement ☑ YES ☐ NO
Other ____

Custom Header / Footer:

Comments:

EVOLV TO REPROGRAM/TRAIN MERCHANT? ☑ YES ☐ NO

EVOLV TO SHIP WELCOME KIT? ☑ YES ☐ NO

Payment for Equipment will be: ☐ Lease ☐ Cash ☐ Check ☑ ACH* TOTAL $ 199.00

EQUIPMENT SHIPPING INSTRUCTIONS **Required *ONLY* if ordered through EVOLV**

Ship To: ☐ Merchant Location ☐ ISO Location ☐ Other | ☐ 1-3 Day ☐ Ground ☐ Over Night Priority ☐ Saturday

Attn: | City: | State: | Zip:

Address: | Phone #:

***ACH AGREEMENT**

I (we) hereby authorize Evolv hereinafter called COMPANY, to initiate debit entries to my (our) checking account for my (our) depository financial institution, hereinafter called DEPOSITORY, and to debit the same to such account to cover any additional equipment, repair, diagnostic, supplies or shipping costs on defective terminals not covered by manufacturers warranty. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with U.S. law. This authorization is to remain in full force until COMPANY has received written notification from me (or either of us) of its termination in such a time and in such a manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

MERCHANT		EVOLV, INC ("EVOLV")	
Signature (Signature may be evidenced by facsimile)		Signature (Signature may be evidenced by facsimile)	
Name (please print) Zachariah Doyle	Date	Name (please print) Whitney Johnson	Date

evolv

FEE SCHEDULE, TERMS & CONDITIONS AND ACCEPTANCE AGREEMENT

Legal Name: City of Pryor Creek

Business Name: City of Pryor Creek General Fund MID

Optimize Gateway

Hosting Fee (Monthly)	$	Transaction Fees (Per Trans)	$	ACH Processing (Per Month)	$

Add on Services

EMV Processing (Monthly)	$	Fraud Detection Suite (Monthly)	$	Invoicing Creation, Update, and Resend (Per Trans)	$
Card Updater (Monthly)	$	Level II/Level III (Monthly)	$	Level II/III (Per Trans)	$
Card Updater Account Updater Action (Per Trans)	$	Card Updater Customer Action (Per Trans)	$	Third Party API Domestic SMS (Per Trans)	$
Card Updater Payment Method Action (Per Trans)	$	Card Updater Address Action (Per Trans)	$	Third Party API Verifi (Per Trans)	$

Authorize.net

Program Hosting:	$	Monthly	Per Transaction:	$	Per Trans

FD and TSYS accounts only. WP Authorize.net pricing within MPA.

PCI Program

Program Hosting:	$	Annually	Non-Compliance Fee:	$ 19.95	Monthly

PCI SAQ must be completed within 60 days of merchant application completion. Failure to complete PCI SAQ and Scan (if applicable) will result in a Non-PCI Compliance status. This status will remain until PCI validation is received.

EvolvPay Program

Merchant Portal Hosting:	$	Monthly	Virtual Terminal Hosting*:	$	Monthly
Merchant Portal plus Virtual Terminal / eComm Hosting:	$	Monthly	Bundled Monthly Hosting: Merchant Portal, Virtual Terminal / eComm plus Engage my Customer	$	Monthly
Additional Terminal Fee:	$	Monthly	Wireless (4G) Hosting**:	$	Monthly

*Merchant Portal Hosting required to add Virtual Terminal **SIM Card requires data activation with EvolvPay

T-Mobile Sim Hosting

Program Hosting:	$	Monthly

Supply Package Fee

☐ Standard Package:	$ 9.95	Monthly	☐ Restaurant Package:	$ 24.95	Monthly

With this package you will enjoy the convenience of receiving all your credit card terminal's paper and imprinter supplies. To order paper supplies, simply fax a request to 812-897-4849 or call the toll-free merchant support number at 888-311-7248 option 1. Orders placed in the morning of any business day are typically shipped out that afternoon. We only supply printer receipt paper for the bankcard processing equipment that it supports.

SwipeSimple

Primary Merchant Account Fee:	$	Monthly	Addtnl Merchant Account Fee:	$	Monthly

ACH Account Information

Bank Name	Routing Number	Account Number

ACH/Credit Card Agreement

I (we) hereby agree to pay for all amounts set forth above as well as any future occurrence fees that we are notified in writing. I (we) authorize Evolv, Inc ("Company") to initiate debit entries for payment of such amounts to my (our) checking account at the deposit institution indicated above ("Account"). I (we) represent and warrant that I (we) am (are) all the persons whose signatures are required to withdraw funds from the Account, and that the Account is established for commercial purposes and not for personal, household or family use. I (we) further authorize Company to charge my (our) credit card account indicated above for payment of such amounts, which I (we) agree to pay according to the card issuer agreement. This authorized may be revoked only by written notice to Company at 10999 Stahl Road, Newburgh, IN 47630 from me (or either of us) and a reasonable opportunity for Company to act on such revocation.

Merchant		**Evolv, Inc ("Company")**	
Signature (Signature by be evidenced by facsimile):		Signature (Signature by be evidenced by facsimile):	
Name (please print):	Date	Name (please print):	Date
Zachariah Doyle		Whitney Johnson	

SERVICE FEE PROCESSING AGREEMENT

This Agreement is made by and between Convenient Payments LLC, d/b/a "IntelliPay" ("**Company**") located at 12884 S Frontrunner Blvd Ste 220, Draper, UT 84020 and "**Merchant**" whose name and address are shown on the Merchant ACH Processing Authorization Form attached to this Agreement.

DEFINITIONS:

Agreement: Shall mean this agreement, all of its Exhibits, attachments and Amendments.

Card Brands: Shall mean all credit card companies including Visa, MasterCard, American Express, Discover, other credit cards and debit card issuing companies.

Card Brand Fees: Shall mean additional fees charged by Card Brands for access to their Networks and includes such fees as dues and assessments, FANF, and other fees.

Charge Backs: Shall mean Customer Transactions disputed by Customer directly with the Customer's card issuing financial institution. For each Charge Back of a Transaction, the TPP or Settlement Bank assess a fee to the Company or Merchant.

Company: Shall mean Convenient Payments LLC, d/b/a "IntelliPay"

Customers: Shall mean the customers of Merchant that use the Software and Services provided by Company.

Industry Rules: Shall mean the rules determined by Card Brands that govern the activities of merchants, cardholders, Settlement Banks, Networks and cardholders that transact business on their respective platforms.

Interchange: Shall mean the system used by Card Brands to receive Transaction data, remit authorizations, declines or returns, and shall also mean the fees charged to Settlement Banks (including discount and per item fees) by Card Brands on behalf of card issuing financial institutions.

IVR: Shall mean Interactive Voice Response system- a system for conducting automated transactions by phone.

Merchant: Shall mean the recipient of Transactions and Settlement Amounts from transactions performed by Customers using the Company's Services, and a party to this Agreement along with Company.

Monthly Access Fee: Shall mean a fee charged each month to Merchant by Company for use of the Company's Software and Services.

NACHA: Shall mean the National Automated Clearing House Association that manages the development, administration, and governance of the ACH Network, the backbone for the electronic movement of money and data in the United States.

Networks: Shall mean the processing systems used by Card Brands and may be used interchangeably with the term Card Brands.

POS Device(s): Shall mean any device, credit card terminal or other hardware used to connect to the Software and transmit data from card present transactions.

Qualified Payment Options: Shall mean payments from cards such as signature-based debit, credit, stored value electronic cards, and electronic checks that are authorized by the Company and listed on Exhibit A.

Retrievals: Shall mean a formal request from Card Brands for data related to a specific Transaction.

Return Fees: Shall mean fees charged for the act of returning or refunding funds to a Customer's card and may also have the meaning of fees assessed to Merchant for rejecting billing Transactions to Merchant.

Service Fee: Shall mean a separate fee charged to Customers or Merchant for access and use of the Company's Software and Services.

Service (s): Shall mean the providing of the Software and access to the Networks, TPPs, and Settlement Bank providing Customers with the ability to pay Merchant.

Settlement Amount: Shall mean the amount of funds deposited as a result of a Transaction with Customer or an aggregate group of Transactions from multiple Customers

Settlement Bank: Shall mean the bank or financial institution authorized by Card Brands and other payment networks to receive funds from Networks and deposit Settlement Amounts into the Merchant's bank account.

Software: Shall mean the proprietary SAAS software provided by the Company as part of the Services

Third Party Processors (TPPs): Shall mean companies that provide data processing services and connectivity between the Company and Networks and shall include companies used by Company that are registered Independent Sales Organizations (ISOs-Visa) and Member Service Providers (MSPs-MasterCard) and which have similar relations with other Card Brands.

Transaction: Shall mean the sale or purchase payment transaction between Merchant and Customer

Virtual Terminal (s): Shall mean the Software interface that can be used on-line by Merchant to input Transactions.

1. **PURPOSE OF AGREEMENT**. This Agreement governs use of the Company's Software and Service to effectuate electronic payments for Merchant from Merchant's Customers.

2. **THE SERVICE.**

a. The Software provided pursuant to this Agreement is licensed for use by Merchant and its Customers and is not sold. The license is revocable by the Company at any time and will automatically terminate upon termination or expiration of this Agreement.

b. For use with POS Devices, the Software will be loaded onto a POS Device for use in card present Transactions and placed on premises of locations owned or controlled by Merchant. POS Devices may be used only at the locations identified on Exhibit C, which is incorporated herein by this reference, and which must be updated whenever Merchant adds new POS Devices to a location or add new locations. When provided online, the Software will be available to Merchant's Customers as a software-as-a-service (SaaS) application.

c. The Software will have access to debit, credit and public access Networks, Third Party Processors (TPPs), and a Settlement Bank, each of which shall be selected by Company.

d. The Software will facilitate (at Company's option) some or all of the following: acceptance of signature-based debit, credit and stored value electronic transactions; use of electronic funds transfer, including electronic transfers from Customers' banks, electronic checks, and the transfer of funds from the Settlement Bank to the Merchant's designated Merchant Account. The Software will calculate a separate Service Fee to be charged to Merchant's Customer at the same time Customer completes Transaction with Merchant.

e. The providing of the Software and access to the Networks, TPPs, and Settlement Bank is collectively referred to as the "Service". Merchant will indicate which aspects of the Service it will use.

3. **OBLIGATIONS OF THE PARTIES.**

a. Merchant may purchase POS Devices from Company (see Exhibit C). Company may reprogram equipment software as required by Networks, TPPs or Settlement Banks and Merchant will assist the Company when necessary. POS Device warranties are solely subject to manufacturer's warranty. Company shall not be subject to or obligated for coverage of warranty repairs or replacements or costs of repairs or replacement beyond any warranty parameters or warranty period. Merchant shall be responsible for costs of repair or replacement of lost or damaged POS Devices.

b. Merchant is responsible for integration to existing websites and/or phone systems. Merchant may choose to use Company's websites and or phone systems and Company will provide and allow for the use of Merchant's logos, trademarks and service marks in accordance with Company's policies.

c. Merchant is responsible for installation of POS Devices and interfaces designated by Company. Merchant must provide those resources necessary for POS Device (s) to interface to the Internet. Merchant will provide, pay for and allow Company access to all utility services required for use of the equipment.

d. Merchant shall immediately notify the Company of any interruptions of the functioning of the Services.

e. Merchant shall honor only those Qualified Payment Options such as signature-based debit, credit, stored value electronic cards, and electronic checks that are authorized by the Company and listed on Exhibit A, which is incorporated herein by this reference, as it may be amended from time to time. Merchant may not complete and Company shall not be liable for the settlement of any Transaction unless a Qualified Payment Option was used and the financial institution issuing the Qualified Payment Option provided an authorization number. Merchant may not complete and Company shall not be liable for the settlement of any Transaction unless the Qualified Payment Option was swiped or dipped through the Company-provided POS Device (s), electronically transacted on the Company-provided website, or through the Company provided IVR system, or otherwise agreed to the Transactions according to Industry Rules. Merchant shall retain original signed card receipts as required by Card Brand Rules and make receipts promptly available to the Company on demand so Company can provide authorization on unrecognized or disputed transactions.

f. Company will provide links, phone numbers and code to enable Merchant to make the Software available to Customers online using a customized website or over the phone using a customized IVR system.

g. Company is not responsible for any Network or connectivity problems experienced by the Merchant or a Customer unless such connectivity problems are resulting from outages experienced by Company

h. Company will provide marketing materials and signage. Merchant shall properly display all signs and static advertisement required to be displayed by the applicable Card Brands. Merchant shall adequately display the proper symbols, service marks and names on promotional materials to inform the public that Merchant will honor Qualified Payment Options and that a Service Fee shall be charged. In exchange for the Services, Merchant agrees it shall, to the best of its ability, aggressively market the Services.

i. Company is responsible for ensuring that Settlement Bank settles transactions and deposits payments from Customers net of Service Fees. This net amount equals the whole payment made by cardholder to Merchant for goods or services rendered to Customer by Merchant. Company will make accessible to Merchant a daily transaction summary.

j. Each party will comply with all applicable laws and Industry Rules and with all regulations of the Card Brands.

k. Merchant hereby authorizes Company to execute on Merchant's behalf any agreements necessary for Merchant to receive Services from Settlement Bank.

l. Merchant shall review all daily transaction summaries and other data provided in statements of Merchant's Transactions. Merchant agrees that Company shall not be responsible or liable for any errors in Transactions or Settlement Amounts to Merchant for any Transactions or Settlement Amounts not brought to the Company's attention, in writing, within sixty (60) days following the month of the disputed Transaction or Settlement Amount.

4. FEES.

a. Company shall act on Merchant's behalf with the Third-Party Processor (TPP) and the Settlement Bank. As such, (i) card processing data will be received by Company and be made available to Merchant at https://intellipay.cpteller.com; (ii) transactions are split-settled by Company where the payment amount is directly settled into the Merchant Account by the Settlement Bank, and Service Fees are settled as separate Transactions with the Company.

b. Company may assess a Service Fee to Customers as described in Exhibit A. Such fees will be added to the amount a Customer pays for a product or service and shall be added as a separate transaction. Such Service Fees belong to the Company.

i. Company, in its sole discretion, reserves the right to modify the amount of the Service Fees charged, from time to time, for any of the following: a) increases in or additions to Card Brand and Interchange Fees; b) increased processing costs from TPP and/or Settlement Banks; c) changes in regulations resulting in greater costs to Company; d) increases in operational costs required to provide the Service, including, but not limited to, increased costs of connectivity or cyber security; and e) if Service Fees charged are not adequate to cover the Company's costs and reasonably expected operating margins.

ii. In the event Company determines that it must increase Service Fees, Company shall provide a minimum of ten (10) days' notice to Merchant of Company's intent to increase Service Fees. Merchant shall have the option, but not the obligation, to amend this Agreement in a way that enables Merchant to separately pay Company the increased amount of Services Fees to be billed.

iii. All Service Fees are non-refundable. Merchant shall post language on Merchant's payment site that Service Fees are non-refundable, and that any dispute of Service Fees shall result in loss of privileges by Customer to transact with Merchant. Merchant may, at its own discretion, elect to refund a Service Fee to its own Customer. In such instances, Merchant shall request Company refund a specific Service Fee, and such refunded amount shall be billed by Company to Merchant.

c. If Company or Merchant are assessed for a Chargeback Retrieval or Return, as out lined in Exhibit A, for either of the Transactions between Merchant and Customer, or the Service Fee Transaction, Merchant shall bare sole responsibility for the amounts of such Chargebacks or Returns and all associated fees as described in Exhibit A, including, but not limited to, any Chargeback, Retrieval or Return Fees billed by the TPP or Settlement Bank to Company. Company may immediately, and without notice, debit Merchant's designated bank account for the full amount of the Chargeback or Return and any associated fees.

d. All other fees that Company may assess for Services to Merchant shall be described in Exhibit B and incorporated herein by this reference.

5. TERM AND TERMINATION.

a. The initial term ("Initial Term") of this Agreement shall begin on the date of its execution by the Company and shall continue for an initial term of five (5) years from the date of the first authorized Transaction processed by Merchant's Customers.

b. If neither Party notifies the other of its intent to terminate this Agreement at least sixty (60) days prior to the end of the Initial Term, or prior to the end of any renewal term this Agreement will automatically renew for one (1) year ("Renewal Term").

c. Either Party may terminate this Agreement for cause in the event of a material breach by the other Party, which breach is not reasonably cured within thirty (30) days following receipt of written notice of such breach being received by the Party being notified of such breach.

d. Company may terminate this Agreement at any time upon written notice to the Merchant for the following: i) if the provision of the Services is determined by Company, in its sole discretion, to violate any statute, law, regulation, rule, Industry Rule, order or operating procedure existing or newly enacted by a governmental authority, judicial authority of competent jurisdiction, Card Brands, Settlement Banks, NACHA (or any similar industry organization with authority over the Services) or if such statute, law, regulation, rule, Industry Rule, order or operating procedure shall exist or be enacted which shall materially affect or reduce the Company's ability to provide the Services; ii) if there are excessive Charge Backs to either Merchant's Transactions or the Service Fees Transactions. Excessive Charge Backs shall be defined as having a number of disputed Transaction resulting in Charge Backs that exceeds three (3) month average of one percent (1%) of Visa Transactions and/or two percent (2%) of MasterCard Transactions; and iii) Company determines, in its sole discretion, that Merchant's business activity is a cause of undue risk and Charge Back exposure to Company.

6. INDEMNIFICATION. Each Party agrees to indemnify, hold harmless, and defend the other from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to the indemnifying Party's breach of this Agreement or violation of applicable law, to the extent permitted by law. Merchant will indemnify, hold harmless, and defend Company from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees relating to civil or regulatory actions connected with Merchant's Customers and the products and/or services provided by Merchant; and any and all activities related to Merchant's business practices, including, but not limited to, any damaging impact resulting to Company resulting from Merchant's lapse in cyber security customary best practices.

7. LIMITATION OF LIABILITY. Company shall not be liable to Merchant for any indirect, special, incidental, exemplary punitive, treble, or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill, use, data, or other economic advantage), whether based on breach of contract, tort, product liability, or otherwise, and whether or not a party has previously been advised of the possibility of such damages. To the fullest extent permitted by law, Company's total liability to Merchant under this Agreement will not exceed the lesser of six (6) months of fees billed directly to Merchant or one thousand dollars ($1,000).

8. CONFLICT OF INTEREST. Company warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the Services required under the provisions of this Agreement a violation of any applicable law. Company further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Company shall promptly notify Merchant of the existence of such conflict of interest so that Merchant may determine whether to terminate this agreement. Company further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) that apply to Company as the result of Company's performance of the work or services pursuant to the terms of this Agreement.

9. GOVERNING LAW AND VENUE, JURY TRIAL WAIVER, ATTORNEY'S FEES. The laws of State of Utah (without regard to its conflicts of law provisions) govern all matters arising out of or relating to this Agreement. The Parties each consent to the exclusive jurisdiction and venue of the federal or state courts located in Salt Lake County, State of Utah for any legal suit, action, or proceeding arising out of or relating to this Agreement. The parties waive any right to trial by jury in any action arising out of, in connection with, or in any way related to this Agreement. The prevailing party in an action brought against the other to enforce the terms of this Agreement or any rights or obligations hereunder, will be entitled to receive its reasonable costs and expenses of bringing such action including its reasonable attorney's fees in addition to any other recoverable damages.

10. LICENSES. If a license of any kind, which term is intended to include evidence of registration, is required of Company, its representatives, agents or subcontractors by law, Company warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

11. CONFIDENTIAL INFORMATION.

a. The Parties agree that they may exchange confidential, proprietary information related to this Agreement, including email addresses, trade secrets, know-how and confidential information (collectively "Confidential Information"). Each Party agrees to use the other Party's Confidential Information solely for the purposes contemplated by this Agreement. Confidential Information shall include the terms and existence of this Agreement. During the Term of this Agreement and at all times after its termination, each Party and its employees and agents shall maintain the confidentiality of the Confidential Information of the other Party and not sell, license, publish, display, distribute, disclose or otherwise make available such Confidential Information to any third party nor use such Confidential Information except as authorized by this Agreement. Neither Party shall disclose any such Confidential Information other than to employees, agents and permitted contractors of such party who reasonably need to know such Confidential Information in connection with the exercise of rights or the performance of obligations under this Agreement without the prior written consent of the other Party. For purposes of this Agreement, the identity of Company's service providers, clients and business partners and relationships is Company's Confidential Information and shall be treated in accordance with this section.

b. Notwithstanding the foregoing, provided that the receiving Party uses reasonable efforts to give the disclosing Party reasonable advance notice thereof so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure, either Party may disclose Confidential Information: (i) as required by a properly authorized and authenticated governmental request; (ii) in response to a subpoena or court order; (iii) to comply with applicable laws, rules or regulations; or (iv) in response to an investigation of fraud regarding a specific consumer. The obligations of the Parties set forth herein shall not apply to any information that: (a) is in the public domain at or after the time it was disclosed by the disclosing Party to the receiving Party through no fault of the receiving Party; (b) was rightfully in the receiving Party's possession free of any obligation of confidentiality at or after the time it was communicated to by the disclosing Party; (c) is disclosed with the prior written approval of the disclosing Party; (d) is independently developed by the receiving Party without reference to or use of the Confidential Information; (e) is or becomes available to the receiving Party from a person other than the disclosing Party or any of its Representatives who is not bound by an obligation to maintain the confidentiality of such information; (f) is necessary to disclose in order to establish the rights of either Party under this Agreement; or (g) is required to be disclosed pursuant to an order or requirement of a court, administrative agency or governmental body, provided that the receiving Party shall promptly notify the disclosing Party of the facts thereof to enable the disclosing Party to seek a protective order or otherwise prevent or restrict disclosure of such information, and upon request of the disclosing Party, shall reasonably cooperate with the disclosing Party (at the disclosing Party's sole cost and expense) to obtain such protective order or other appropriate remedy. In the event that no such protective order or other remedy is obtained, or the disclosing Party waives compliance (in whole or in part) with the terms and conditions of this Agreement, the receiving Party shall disclose only that portion of the Confidential Information that is required to be disclosed and shall use all reasonable efforts to ensure that all Confidential Information that is disclosed, shall be accorded confidential treatment.

12. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY. Except as expressly set forth in this Agreement, Company makes no warranties and expressly disclaims all warranties, express or implied, as to the subject matter of this Agreement, including implied warranties of merchantability and fitness for a particular purpose. Company shall not be liable for any Services provided, including but not limited to the content thereof. COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS PROVIDE THE SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to Client. This warranty gives Client specific legal rights and you may also have other legal rights that vary from state to state.

IN ADDITION, COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND DISCLAIMS ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF COMPANY. NOTWITHSTANDING COMPANY WILL EMPLOY CURRENT "BEST PRACTICES."

IN NO EVENT SHALL COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES RESULTING FROM ANY CLAIM ARISING OUT OF, OR RELATED TO, THIS AGREEMENT AND/OR USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE. COMPANY'S LIABILITY IS LIMITED TO THE LESSER OF (A) THE PAYMENTS MADE BY MERCHANT TO COMPANY IN THE 6 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) ONE-THOUSAND DOLLARS ($1,000.00).

13. RELATIONSHIP BETWEEN THE PARTIES. This Agreement does not create an agency, joint venture, partnership, fiduciary relationship, or any similar relationship between the Parties, and neither Party has the right or authority to act for, or on behalf of, the other Party.

14. PROPRIETARY RIGHTS. Any and all inventions, discoveries, patent applications, patents, copyrights, trademarks and tradenames, commercial symbols, trade secrets, and information embodying proprietary data existing and owned by Company as of the date of this Agreement shall be and remain the sole and exclusive property of Company. Merchant acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Merchant further acknowledges and agrees that the content or information presented to the Customer through the Service may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by Company, nothing in the Service or the Agreement shall be construed to confer any license Merchant or any of Merchant's Customers, intellectual property rights, whether by estoppel, implication, or otherwise. Without limiting the generality of the foregoing, any names or trademarks of the Software and Services, Company service marks, logos and product service names are marks of Company. Merchant agrees not to display or use the Company marks except in accordance to the provisions of this Agreement.

15. NON-COMPETITION. In consideration of the terms of this Agreement, Merchant agrees that during the one (1) year immediately after the end of the termination of this Agreement, Merchant shall not engage in any business or practice that competes with the business of Company. For the purposes of this Agreement, the phrase "engage in any business or practice that competes with the business of Company" means and includes Merchant engaging in the Company's business: (a) as an individual anywhere in the Restricted Area, or (b) directly or indirectly as a proprietor, owner, partner, principal, agent, member, director, manager, employee, independent contractor of any entity, group or person that comprises or engages in the Company's business anywhere in the Restricted Area. The term "Restricted Area" means the United States of America.

16. NO SOLICITATION. Merchant shall not, directly or indirectly, during any portion of the Term or during one (1) year period immediately after the end of the Term and termination of this Agreement, call on, solicit, or transfer any of Company's Customers, vendors, clients, employees, independent contractors, resources, personnel, Settlement Banks, other downline referred business entities or otherwise to any office of Company which is engaged in a business or practice that competes with the business of Company. In the event Merchant violates this section of the Agreement, Company has the right to obtain injunctive relief and any financial gain made by Merchant from the breach of this section.

17. SURVIVAL. Any term or provision of this Agreement, the survival of which is necessary in order that such terms and provisions are given full force and effect and afforded any and all remedies set forth herein or therein, or templated thereby, including not limited to Confidentiality and Proprietary Rights, will survive the termination of this Agreement, regardless of the date, cause, or manner of such termination.

18. NOTICES. All notices provided for in this Agreement shall be given in writing and shall be effective as follows: (a) when served by personal delivery; (b) three (3) days following deposit, postage prepaid by United States registered or certified mail addressed as provided herein; (c) one (1) day following dispatch via an overnight delivery service such as UPS, Federal Express or similar carrier; or (d) when dispatched via facsimile or other electronic transmission provided that the means of delivery requires a signature or other confirmation of delivery.

Notice shall be given at the following addresses:

Convenient Payments LLC	**Merchant Name:**
d/b/a "IntelliPay"	City of Pryor Creek General Fund
12884 S Frontrunner Blvd Ste 220	12 North Rowe Street
Draper, UT 84020	B
	Pryor Creek OK 74361

19. GENERAL. No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of fact or any other right, unless otherwise expressly provided herein. Merchant may not assign, delegate, or subcontract any rights, obligations or duties hereunder without Company's prior written consent. With the exception of the exhibit A which may be modified by Company in its sole discretion, this Agreement may only be amended or modified by a written agreement between the parties; provided however, notwithstanding the foregoing, this agreement may be unilaterally amended by Company if such amendment is mandated by a Card Brand, NACHA, or by law. If any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this agreement so as to render it valid, reasonable and enforceable. The obligations the incurred prior to the termination date of this Agreement shall survive the termination of this Agreement. Neither party is liable or responsible for any failure or delay in performance caused by acts of God, strikes, flood, fire, war, public enemy, electrical or equipment failure, failures by third parties, or other events beyond its control. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations or warranties not set forth herein. The parties are deemed independent contractors and will not be considered agents, joint ventures, or partners of the other. Nothing in this Agreement or in the course of the dealing of the parties will be construed as authorizing either party to obligate or bind contractually, in liability, or otherwise, the other party with the exception of the obligations of this Agreement. Any notice or other communication given under this agreement will be sent via hand-delivery or nationally-recognized courier and addressed and sent to that party at its address as specified in this agreement. Notices and communications will be will be effective on the date of actual receipt.

The parties have executed this agreement as of the dates set forth below:

Convenient Payments, LLC, d/b/a "IntelliPay"	**Merchant:** City of Pryor Creek General Fund
Signed:	Signed:
Name:	Name: Zachariah Doyle
Title:	Title: Authorized Officer
Date:	Date:

Merchant ACH Processing Authorization Form

The undersigned hereby authorizes the Company to credit or debit the following bank account(s) during the term of this authorization for cash receipts, adjustments, chargebacks, returns, rejects, processor fees, damaged, lost, or stolen equipment provided by the Company to Merchant, communication expenses and or other miscellaneous fees and expenses from the operation of an electronic data capture device (ATM/POS/EBT/Currency/Stored Value/eCheck or other items of value). These credits and debits will be facilitated by use of the Automated Clearing House (ACH). Point of Service (POS) transactions are settled by Company where the payment amount is directly settled into the Merchant's business checking account (DDA) by the Settlement Bank. This authorization is valid from the effective date hereof until such time as this authorization is terminated in writing by the undersigned and shall remain effective after termination with respect to amounts owed by Merchant to the Company on the date of termination. The entity whose merchant name appears below hereby indemnifies the named financial institution harmless of any and all such claims made or asserted by either party hereto. This authorization may be assigned in whole to a third party to this agreement.

The undersigned hereby represents and warrants the following signature(s) have been authorized to execute and deliver bank drafts from the following bank account.

Agreed to on this________________________

Merchant Information

Merchant Legal Name: City of Pryor Creek

Tax ID #: 73-6005386

Address: 12 North Rowe Street Pryor Creek OK 74361

Phone: 918-825-0888 Fax: ____________

Contact Name: Zachariah Doyle Title: Authorized Officer

Email: daviscj@pryorcreek.org

ACH/DDA Information: Financial Institution

Financial Institution Name: ____________________

ABA/RT#: ____________________

Account #: ____________________

Authorized Signature on above Bank Account

X ____________________

Second Authorized Signature on above Bank Account (if applicable)

X ____________________

Please attach Voided Check or Bank Letter (Signed by Bank Rep)

Exhibit A: Payment Types and Fees

Check the box for the payment options Company is requesting:

Chargeback/Return Fees

Credit card, debit card, electronic check, and IVR fees are those fees incurred by the Company on each transaction which are comprised of interchange, assessments, and transaction fees levied collectively by the Card Brands, Settlement Bank and Third-Party Processor. Company agrees to substantially defray these third party-processing fees with Merchant only being responsible to pay

Company that portion of these fees as shown below, "Fees Paid by Merchant per Transaction."

Fees Paid by Merchant			
Fee Description	**ACH or eCheck**	**Visa/Mastercard**	**All Other Card Types**
Insufficient Funds (per occurrence)	$5.00		
ACH Reject Fee (per occurrence)	$15.00		
Card Retrievals (per occurrence)		$15.00	$15.00
Card Chargebacks (per occurrence)		$25.00	$25.00

Payment Type Selection & Service Fee Schedule

The amount of the consumer fees (Service Fees) that are charged separately to Customer from amounts due to Merchant and may change from time to time. However, if a change is necessary, the Company will provide notification to the Merchant in no less than ten (10) business days prior to any such changes to consumer fees.

Check the box for the payment options Company is requesting

Payment Type Selection		Service Fee Per Transaction	
		Below $60.00	**Above $60.00**
☑	Visa Debit/Credit	$ 1.75	3.00 %
☑	Mastercard Debit/Credit	$ 1.75	3.00 %
☑	Discover Card	$ 1.75	3.00 %
☑	American Express	$ 1.75+3.00	1.75+3.00 %
☑	ACH / eCheck	$ 1.75	$ 1.75

Exhibit B: Software Access Fee

Company will provide payment applications to the Merchant for a monthly fee. These applications may include in-person, over-the-phone, virtual, online or interactive payment options.

- Software Fee per Merchant Account: $0.00/Mo.

Exhibit C: Equipment & Terminal Configuration

Equipment: Please complete the appropriate data fields for the equipment Merchant will purchase.

Product	Quantity	$Amount/each	Total
IDTech USB Swiper			
Verifone VX520 Card Terminal			
	Shipping	$15.00	
		Total	

Requested Intellipay Solutions	Yes or No ? (x)
Web Service API	
Online Payment Page	Yes
Customer Portal	Yes
One Terminal	Yes
Card Terminal w/Swipe Reader	
Card terminal w/VX520 file build	
Payment Wizard	
Lightbox Solution	
Token iframe	
Donation Terminal	
Batch Terminal	Yes
Mobile Application	
Does this merchant need NDF for Credit Card? If so, please provide batch close time: 19:30	1745

IntelliPay™

12884 Frontrunner Blvd.
Suite 220 Draper, UT 84020

ACH Set-up Form

APPLICATION INSTRUCTIONS

Welcome to IntelliPay. We look forward to working with you. Please review the following instructions to ensure that your application is processed on a timely basis.

ACH and E-Check UNDERWRITING

Merchants who wish to process ACH and eCheck,(check) payments through our payment processing system must apply for a Merchant Account by completing the following Merchant Application and submitting the application with the supplementary documentation listed below. Federal law requires that all financial services companies obtain, verify, and record information that identifies each person and business entity that opens a merchant account. The information requested will be used to process the application and will be kept confidential.

ADDITIONAL DOCUMENTATION

IMPORTANT **Please make sure that the authorized individual's contact information is the same person that signs the application.**

Please provide the following information:

- ☐ Authorized Individual's Signature (please make sure that the authorized individuals contact information is the same person that signs
- ☐ Copy of the Authorized Individual's Driver's License
- ☐ For each bank account specified on this app, please include a copy of a voided check or bank letter that clearly identifies the bank name, account holder, routing number, and account number. Starter checks are not allowed.

**Depending upon credit worthiness and length of time in business, we reserve the right to request additional information on a case-by-case scenario.

PRODUCT USAGE DEFINITIONS

Select the products and the features you wish to use. The features are defined as:

- Online Payment Page – Allows merchant to accept payment from its customers via the Internet.
- Customer Portal – Enables merchant to setup and manage installment or recurring payments.
- The One Terminal – Allows merchants to accept payments over-the-phone or set-up recurring payment plans.
- Payment Wizard – Permits online registration and shopping cart features for event scheduling and ticketing, and class registration.
- Batch Upload Terminal – Provides merchants with batch file-based reports on Card transactions
- LightBox - Allows developrs to manage customers and their payments online.
- API/Web Services - Allows developers to manage customers and their payments online.
- Donation Page - Enables organization donors to choose to donate by adding the fee to donation or not.

Completed applications and supplemental information may be faxed to IntelliPay 888.387.6631 or email the application to apps@convenientpayments.com. For assistance on the Merchant Application, contact IntelliPay at 855-872-6632 or apps@convenientpayments.com.

IntelliPay™
855.872.6632

ACH Set-up Form

RESELLER INFORMATION

Reseller ID 2602	Reseller Name Approval Payment Solutions	Date
Sales Agent Whitney Johnson	Business Phone	Email

COMPANY INFORMATION

Company Name (EXACT Legal Name) City of Pryor Creek			Doing Business As (if applicable) City of Pryor Creek General Fund	
Taxpayer ID Number 73-6005386	Annual Sales ($000s)	In Business Since (MM/YYYY)	Website URL https://www.pryorcreek.org/	General Phone 918-825-0888
Business Street Address 12 North Rowe Street B			City Pryor Creek	State OK / ZIP Code 74361
Billing Address (if different from above) PO Box 1167			City Pryor Creek	State OK / ZIP Code 74361

Legal Status of Business: ☐ Corporation ☐ Partnership ☐ Limited Liability Company ☐ Sole Proprietorship ■ Government ☐ Non-Profit ☐ Other:

Description of Business or Service, Markets Served, and Types of Business Location (e.g., retail, commercial, industrial)
Court fees, permits, licenses, animal shelter

PRIMARY CONTACT

According to the Patriot Act, we must have an Authorized Individual that is responsible for a payment processing account. Please identify the authorized individual who can speak about this application on behalf of the company. For single proprietorships, privately-held partnerships, limited liability companies and corporations, please identify the principal owner, partner, member or corporate office.

Name and Title Zachariah Doyle Authorized Officer	Email daviscj@pryorcreek.org		Work Phone 918-825-0888
Home Address	City	State	Zip Code
Drivers License	Date of Birth	SS#	Home Phone

SIGNATURE AND AUTHORIZATION

The signature below represents and warrants that: (a) the individual signing below is the authorized representative of Merchant; (b) that the information provided herein is a complete and accurate representation of Merchant's and authorized individual's data as of the date hereof; and (c) that the individual has read and understood the Terms and Conditions below.

Additionally, I hereby authorize Convenient Payments, LLC dba IntelliPay and its affiliates to initiate debit and credit entries to our Depository and Fee Account(s) indicated at the depository financial institution(s) named below, according to the terms stated herein. This authorization shall remain in full force and in effect until IntelliPay receives written notification from Merchant of any intent to terminate this account and at such time and in such manner as to afford IntelliPay a reasonable opportunity to act (minimum of one week). I acknowledge that the origination of ACH transactions to my account(s) must comply with the provisions of U.S. Law. I also understand that I will be liable to pay the NSF fees that will be charged by my bank in the event debits are returned. I represent and warrant that I am authorized as an authorized representative, principal owner, member, or corporate officer to execute this payment authorization for the purpose of enrolling in the IntelliPay Payment Processing Service. I hereby agree to indemnify and hold IntelliPay harmless from damage, loss, or claim resulting from all authorized actions hereunder.

Signature	Print Name and Title Authorized Officer	Date

PERSONAL GUARANTY (If necessary)

The principal owner, partner, member, or corporate officer below hereby guarantees to IntelliPay the full, prompt, and complete performance of Merchant and of Merchant's obligations under this Application, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance hereunder, whether arising before or after termination of the Application, bankruptcy, or dissolution of the business. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of this guaranty, notice of non-payment, or non-performance of a provision of an agreement by Merchant, and all other notices or demands regarding the this Application. I have read, understood, and agreed to be bound by the terms of this guaranty. As the Authorized Contact above, **I HEREBY AUTHORIZE A CREDIT CHECK AND RELEASE OF ANY AND ALL INFORMATION REQUESTED BY INTELLIPAY AND ITS AFFILIATES.** Any misrepresentation or fraudulent information provided will be the basis of default under this agreement and grounds for immediate termination.

Signature	Print Name and Title	Date

Rev 011720

IntelliPay™
855.872.6632

ACH Set-up Form

PRODUCT USAGE INFORMATION (select which services you wish to use.)

Describe how you intend to use this service (Example: "Going to use Online Payment Page to accept payments from customers.")

Select the Products you wish to use:(check all that apply)	☒ Online Payment Page ☐ API/Web Services	☐ Customer Portal ☐ Batch Upload Terminal	☒ The One Termial ☐ LightBox	☐ Payment Wizard ☐ Donation Page

ECHECK INFORMATION

Transactions/Month	Transaction Volume/Month ($)	Ave Transaction Amount ($)	Largest One-time Amount ($)
24	210	210	10000

Descriptor (Name to appear on customer's bank statement. Max 16 characters) City of Pryor Creek General Fund

Transaction Types: ☐ PPD (prearranged consumer payments) ☐ CCD (corporate credit or debit) ☐ TEL (received via the phone) ☐ WEB (received via the Internet)

Notes/Instructions:

SERVICE USER INFORMATION (Identify your administrative user. This user can setup additional users,process payments, view reports and emails.)

Name	Phone	Email

DEPOSITORY ACCOUNT INFORMATION (The following account will be used by IntelliPay to deposit received funds.)

Bank Name	Name on Account	Route/Transit Number	Account Number

FEE ACCOUNT INFORMATION (The following account will be used by IntelliPay to collect any service fees (blank if same as the depository account.)

Bank Name	Name on Account	Route/Transit Number	Account Number

PRICING

Setup Fee	Monthly Fee	ACH Credit or Debit (per Item)	ACH Returns (per Item)	Unauthorized Returns (per Item)

ADDENDUM A: ACH ACCOUNT TERMS AND CONDITIONS

THIS PROCESSING/SERVICE AGREEMENT (this" Agreement") is entered into, by and between the above signed Merchant ("Merchant") and Convenient Payments, LLC, d/b/a IntelliPay ("IP"). This Agreement is entered into and accepted by Merchant as of the date set forth below.

WHEREAS, IP is willing to provide certain services to Merchant, as set forth herein, to enable Merchant to accept electronic checks as payment for goods and services sold by Merchant, all in accordance with the terms and conditions set forth in this Agreement. IP also agrees to truncate items (account information) tendered to Merchant from its customer's accounts as authorized by the customer and as directed by the Merchant through the Automated Clearing House ("ACH"). IP may initiate credit and/or debit entries and initiate, if necessary, reversing entries and adjustments for any original entries made in error to the customer's checking account from the Merchant's Account indicated below.

1. Laws, Rules, and Regulations. Merchant agrees to comply with all existing and future rules and regulations issued by NACHA for processing transactions, all of which rules and operating regulations are expressly incorporated herein by reference and made a part of this Agreement as if they were set forth herein. Merchant further agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks, drafts and ACH transactions, including but not limited to rules and procedural guidelines established by the Federal Trade Commission (FTC) and the National Automated Clearing House Association (NACHA).

2. Merchant Account. It is necessary that Merchant maintain a commercial checking account ("Merchant's Account") with a financial institution. This account will be used to deposit amounts owed to Merchant and to pay amounts due IP.

3. Fees. Merchant agrees to pay IP fees for IP's services in accordance with the Pricing Section mentioned herein and or any other schedule promulgated by IP. IP will bill Merchant at the beginning of the month for the previous month's transactions and other fees as agreed to in accordance to the Pricing Section. Merchant authorizes IP to electronically debit Merchant's Account through the ACH system for fees or other amounts due IP from Merchant.

4. Payment of Collected Funds. Merchant shall receive collected funds in accordance with their approval for disbursement from underwriting. These funds will be sent via ACH to the Merchant's Account.

5. Price Changes. IP may change any price by giving 30 days prior written notice to Merchant.

6. Term of Contract. The term of this Agreement will be thirty-six (36) months beginning on the date IP accepts this Agreement. The term will automatically extend for additional twelve(12) month periods unless canceled by either party

7. Cancellation. This Agreement may be canceled for any reason with a 30-day notice in writing. Merchant is responsible for the fees for all draft/ACH transactions requested prior to said notice, if such draft/ACH transactions are processed by IP. In the event that either party materially breaches any provision of this Agreement, the non-breaching party may terminate this Agreement in writing. If this Agreement is canceled prior to the end of the initial or renewal periods for any reason other than a material breach by IP, the merchant is subject to a $150 early termination fee. The merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by the early termination.

8. Authority. Each party to this Agreement hereby represents and warrants to the other that it has the full right, power, and authority to enter into and to perform this Agreement in accordance with all of the terms, provisions, covenants and conditions hereof, and that the execution and delivery of this Agreement has been duly authorized by requisite corporate action.

9. Special Events. In the event a party to this Agreement shall cease to conduct business, becomes insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets; or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Laws of any statute of any state relating to insolvency or the protection of the rights of creditors, then (at the option of the other party hereto), this Agreement shall terminate and be of no further force and effect, and any property or rights of such other parties, tangible or intangible, shall forthwith be returned to them.

10. Debit/Credit Authorizations and Payment Agreement. Merchant hereby authorizes IP, in accordance with this Processing/Service Agreement, to initiate debit/credit entries to Merchant's business checking account as indicated herein. The authority is to remain in full force and effect until (i) IP has received written notification from Merchant of its termination in such manner as to afford IP reasonable opportunity to act on it; and (ii) all obligations of Merchant to IP that have arisen under this Agreement have been paid in full.

11. Audit. IP shall have the right to audit Merchant's authorizations and or Merchant's records regarding all ACH transactions handled pursuant to this Agreement. If IP discovers that Merchant is not complying with IP's rules or procedures, or any state, federal or other rules, then IP may terminate this Agreement immediately.

12. Force Majeure. Each party hereto will be excused from performance hereunder when and to the extent that it is prevented from performance by, but not limited to, the following: computer failure, utility or communications breakdown; inability to operate or obtain service for its equipment; fire; and acts of God; or any act of a third party beyond its control provided that it takes all steps reasonably practical and necessary to effect prompt resumption of its respective inability to operate or obtain service for its equipment; fire; and acts of God; or any act of a third party beyond its control provided that it takes all steps reasonably practical and necessary to effect prompt resumption of its respective responsibilities set forth hereunder in full or in part.

13. Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties hereunder and their representatives, successors and assigns.

14. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, County of Salt Lake.

15. Severability. Should any of the provisions of this Agreement be invalid, such invalidity shall not affect the validity of the remaining provisions.

16. Representations and Warranties. Merchant represents and warrants to IP that all information and statements contained in this Agreement are true, correct and complete. Merchant further agrees to notify IP promptly of any and all changes which may occur from time to time regarding any information contained in this Agreement, including but not limited to the identity of principal owners, and changes in the bank for Merchant's commercial checking account. Merchant shall be and remain fully liable to IP for any and all losses, costs and expenses suffered or incurred by IP arising out of or resulting from Merchant's failure to report all such changes to IP in accordance herewith. Merchant further represents and warrants that it will deliver, if requested, all truncated items (checks) to IP on a weekly basis and that it will not present any truncated item to any financial institution for payment.

17. Offset. Merchant authorizes IP to offset fees and amounts due IP from funds held by IP for Merchant should Merchant fail to pay their fees or amounts due.

18. Assignment. This Agreement may not be assigned, directly or by operation of law, without the prior written consent of IP.

19. Attorney's Fees and Costs. Merchant shall be liable for and shall indemnify and reimburse IP for any and all attorney's fees and other costs and expenses paid or incurred by IP in the enforcement hereof, or in collecting any amounts due to IP by Merchant or resulting from any breach by Merchant of any of the terms or conditions contained in this Agreement.

20. Performance by IP. Merchant agrees that it will not have any claim against or right to receive payment from IP other than those amounts actually collected on behalf of the Merchant after deduction of all return items, credits and fees. Merchant further acknowledges that use of this service carries no guarantees, either implied or actual. IP agrees to use reasonable care in processing transactions under this Agreement.

21. Indemnification of IP. All disputes between Merchant and its customer's relating to any draft/ACH transaction shall be settled between Merchant and said customer. Merchant agrees to indemnify and hold IP harmless from any claim, liability, loss or expenditure relating to any such transaction or from Merchant's breach of any of its representations or warranties under this Agreement

22. Compliance with Rules; Non-Disclosure and Confidentiality. Merchant agrees both(i) to comply with and (ii) cooperate and assist IP in complying in a complete and timely manner with all applicable laws, rules, and regulations now or hereafter applicable to any draft/ACH transaction under this Agreement. Merchant agrees to execute and deliver to IP all such instruments, as IP may from time to time reasonably deem necessary. Merchant shall not disclose confidential information to any third party. Merchant, in an area limited to selected personnel, and prior to discarding, shall destroy in a manner rendering data unreadable all material containing account information after it has been retained for a period specified by all applicable rules and regulations specified in this Agreement.

ADDENDUM A: ACH ACCOUNT TERMS AND CONDITIONS

23. Corporate Authority. The officer(s) identified have the authority to execute the Merchant Application, Processing/Service Agreement and Fee Schedule with Convenient Payments on behalf of the corporation named above.

24. Warranty. Each of the owners/officers herein listed have reviewed this application and warrants that all information is true and correct. Each undersigned owner/officer of merchant represent and warrant that he/she has read and understands this Processing/Service Agreement, accepts and agrees to abide by all of the terms of such Processing/Service Agreement.

25. Agreement. This Agreement constitutes the only agreement between the parties and all prior negotiations, agreements, and understands whether oral or written are therefore superseded. Any other processing agreement(s) between IP and Merchant shall not affect the terms of this Agreement. No modification or amendment of this Agreement shall be effective unless in writing and signed by all parties

RESOLUTION NO. 2024-_____

A RESOLUTION CALLING FOR THE GENERAL ELECTION AND FOR THE PURPOSE OF AMENDING CITY CHARTER PROVISIONS REGARDING THE TERM OF THE CHIEF OF POLICE, CITY CLERK, AND CITY TREASURER IN 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA:

1. That the primary election shall be held Tuesday, February 11, 2025 pursuant to the City Charter.
2. That, if necessary, a run-off election will be held on Tuesday, April 1, 2025 pursuant to the City Charter.

BE IT FURTHER RESOLVED, for the purpose of amending Article II, Section 3, of the City Charter, as follows (additions underlined, deletions stricken):

B. An election shall be held on the second Tuesday in February, ~~2013~~ 2025~~,~~ and each ~~two (2)~~ four (4) years thereafter in which there should be elected for the City at large one Chief of Police, one City Clerk, and one City Treasurer.

D. The terms of the officials elected hereunder shall begin on the first Monday in May following the elections. ~~and they shall serve for a period of two (2) years, except for the~~ The officials elected as Mayor, Chief of Police, City Clerk, and City Treasurer who shall serve for four (4) years and until their successors are elected and qualified. The officials elected as Council Members shall serve for two (2) years and until their successors are elected and qualified.

Ballot language for said amendment shall be as follows:

The measure proposes an amendment to Article II, Section 3 of Pryor Creek City Charter to provide for the election of Chief of Police, City Clerk, and City Treasurer of the City of Pryor Creek for a term of four (4) years. Shall the amendment be approved?

BE IT FURTHER RESOLVED, that notice of the proposed amendment and election shall be given in a newspaper of general circulation within the Municipality once per week for three (3) consecutive weeks.

BE IT FURTHER RESOLVED, that the following offices shall be elected for a two (2) year term at said election, unless otherwise indicated:

a) Council Member / Ward 1 - for a term expiring 2027.
b) Council Member / Ward 2 - for a term expiring 2027.
c) Council Member / Ward 3 - for a term expiring 2027.
d) Council Member / Ward 4 - for a term expiring 2027.
e) Police Chief - for a term expiring 2027 if proposed amendment is not approved.
f) City Clerk - for a term expiring 2027 if proposed amendment is not approved.
g) City Treasurer - for a term expiring 2027 if proposed amendment is not approved.

BE IT FURTHER RESOLVED, that the following offices shall be elected for a four (4) year term at said election, if proposed amendment is approved:

a) Police Chief - for a term expiring 2029.
b) City Clerk - for a term expiring 2029.
c) Treasurer - for a term expiring 2029.

BE IT FURTHER RESOLVED, that each candidate for City office shall be a qualified elector of the City, an actual resident of the City, and at least 25 years of age; and that each candidate for the office as a Council Member shall be an actual resident of the ward for which he or she is a candidate.

BE IT FURTHER RESOLVED, that filing for such offices shall take place in the Office of the Mayes County Election Board in Pryor Creek, Oklahoma, between the dates of December 2 and December 4, 2024, inclusive between the hours of 8:00 a.m. and 5:00 p.m.

BE IT FURTHER RESOLVED, that contesting of candidacy shall take place in the Office of the Mayes County Election Board in Pryor Creek, Oklahoma, until 5:00 p.m. December 6, 2024.

Registered qualified voters residing within the corporate limits of the City of Pryor Creek, Oklahoma, shall be eligible to vote in their regular polling place between the hours of 7:00 a.m. and 7:00 p.m. on the dates listed above.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ________ day of ______________________, 2024.

____
Zachariah Doyle, Mayor

ATTEST:

____
Courtney Davis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Chase McBride, City Attorney

Dated: ______________________

ORDINANCE NO. 2024 - __

AN ORDINANCE CHANGING AND AMENDING ZONING CLASSIFICATION FROM COMMERCIAL RESTRICTED (CR) TO RESIDENTIAL DUPLEX (RD) OF PROPERTY DESCRIBED AS FOLLOWS:

The South Half (S½) of Lot Numbered Eleven (11) and all of Lot Numbered Twelve (12), in Block Twenty-Two (22), of the WHITAKER ADDITION, Mayes County, State of Oklahoma, according to the official recorded Plat and Survey thereof. (100 N Indianola)

WHEREAS, the record owners of the above described property made application to the City by proper application for rezoning of the aforesaid property seeking the rezoning of the property from its current designation of Commercial Restricted (CR) to Residential Duplex (RD); and

WHEREAS, the application was subsequently heard and considered by the Planning and Zoning Commission for said City resulting in a recommendation by the Planning and Zoning Commission to the City Council for approval of said application of the landowner; and

WHEREAS, the matter came before the City Council for the City of Pryor Creek with recommendation for approval by the Planning and Zoning Commission and the Council being advised in the premises found that the requested change and amendment of zoning from "CR" to "RD" would not be inharmonious with other property uses in the immediate vicinity, the change would have no apparent adverse impact on the public health, safety, morale and general welfare of the community and that the change would be consistent with the Comprehensive Plan for the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PRYOR CREEK, OKLAHOMA THAT:

<u>SECTION 1:</u>
The zoning classification of the property described as follows is hereby changed and amended and rezoned from Commercial Restricted (CR) to Residential Duplex (RD) under the Zoning Code of the said City, to-wit:

The South Half (S½) of Lot Numbered Eleven (11) and all of Lot Numbered Twelve (12), in Block Twenty-Two (22), of the WHITAKER ADDITION, Mayes County, State of Oklahoma, according to the official recorded Plat and Survey thereof. (100 N Indianola)

<u>SECTION 2:</u>
That upon passage and publication of this ordinance amending and changing the zoning classification of the afore described property the official zoning map of the City of Pryor Creek be amended to reflect the amended zoning of the said property from (CR) to (RD).

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ___ day of __________, 2024.

CITY OF PRYOR CREEK, OKLAHOMA

____
Zac Doyle, Mayor

ATTEST:

____
Courtney Davis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Chase McBride, City Attorney
Dated: ______________

ORDINANCE NO. 2024 - __

AN ORDINANCE CHANGING AND AMENDING ZONING CLASSIFICATION FROM AGRICULTURE (AG) TO COMMERCIAL AUTOMOTIVE RECREATION (CAR) OF PROPERTY DESCRIBED AS FOLLOWS:

A tract of land situated in the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section 5, and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 6, all in Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, State of Oklahoma, being more particularly described as follows, to-wit:
Beginning at the Northwest Corner of said NW/4 SW/4;THENCE N87°56’43”E for a distance of 192.00 feet along the North Line thereof; THENCE S1°44’09”E for a distance of 410.00 feet; THENCE S87°56’43”W for a distance of 471.50 feet to a point on the Easterly Right-of-Way of Highway #69; THENCE N15°18’26”E for a distance of 965.60 feet along said NE/4 SE/4; THENCE N88°34’42” E for a distance of 153.08 feet along said North Line to the POINT OF BEGINNING. Contains 3.8483 acres, more or less. (N Hwy 69)

WHEREAS, the record owners of the above described property made application to the City by proper application for rezoning of the aforesaid property seeking the rezoning of the property from its current designation of Agriculture (AG) to Commercial Automotive Recreation (CAR); and

WHEREAS, the application was subsequently heard and considered by the Planning and Zoning Commission for said City resulting in a recommendation by the Planning and Zoning Commission to the City Council for approval of said application of the landowner; and

WHEREAS, the matter came before the City Council for the City of Pryor Creek with recommendation for approval by the Planning and Zoning Commission and the Council being advised in the premises found that the requested change and amendment of zoning from “CR” to “RD” would not be inharmonious with other property uses in the immediate vicinity, the change would have no apparent adverse impact on the public health, safety, morale and general welfare of the community and that the change would be consistent with the Comprehensive Plan for the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PRYOR CREEK, OKLAHOMA THAT:

<u>SECTION 1:</u>
The zoning classification of the property described as follows is hereby changed and amended and rezoned from Agriculture (AG) to Commercial Automotive Recreation (CAR) under the Zoning Code of the said City, to-wit:

A tract of land situated in the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section 5, and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section

6, all in Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, State of Oklahoma, being more particularly described as follows, to-wit:
Beginning at the Northwest Corner of said NW/4 SW/4;THENCE N87°56'43"E for a distance of 192.00 feet along the North Line thereof; THENCE S1°44'09"E for a distance of 410.00 feet; THENCE S87°56'43"W for a distance of 471.50 feet to a point on the Easterly Right-of-Way of Highway #69; THENCE N15°18'26"E for a distance of 965.60 feet along said NE/4 SE/4; THENCE N88°34'42" E for a distance of 153.08 feet along said North Line to the POINT OF BEGINNING. Contains 3.8483 acres, more or less. (N Hwy 69)

SECTION 2:
That upon passage and publication of this ordinance amending and changing the zoning classification of the afore described property the official zoning map of the City of Pryor Creek be amended to reflect the amended zoning of the said property from (AG) to (CAR).

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ___ day of __________, 2024.

CITY OF PRYOR CREEK, OKLAHOMA

____
Zac Doyle, Mayor

ATTEST:

____
Courtney Davis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Chase McBride, City Attorney
Dated: ______________