

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, OCTOBER 1ST, 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 Kenneth Brashears. 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, Jeremy Cantrell, Justin Couch, Kevin Tramel, Becki Sams-Benham, BK Young, Frank Powell, Buddy Glenn, Dennis Bowman, Cari Rerat and Mike Moore.

Others present: Kemmie Shropshire, Autumn Graybill, Gilbert Graybill, Phyllis Lewellen, Angela Smith, Robert C. Taylor, Tracey L. Taylor and Adam Anderson.

2. PETITIONS FROM THE AUDIENCE:

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

Robert Taylor petitioned Council to approve waiving fees for Santa's Christmas Village at the Graham Building, highlighting the event's positive community impact in past years.

3. DEPARTMENT HEAD REPORTS.

a. Building Inspector

Mayor Doyle reported on behalf of Kenny Young that the department has completed 64 paid inspections, 37 additional inspections and several plan reviews.

b. Emergency Management

No report.

c. Fire

Young reported that they have recently responded to several motor vehicle accidents in the area. He also stated a task force was activated Saturday to provide hurricane assistance to the areas impacted by Hurricane Helene.

d. Golf

Bowman reported that the golf course has hosted many recent events including the Williams United Way Tournament, Gold Bond & Company's Staff Tournament and the Rae Family Foundation Tournament. He stated that their water usage has increased due to dry weather and they are working to complete the new paths and bridges around the course.

e. Library

Rerat provided a print report of the Library's statistics for September showing a large increase in accounts created. She stated that the increase is due to the new accounts created for Thunderbird Cadets and she expects these numbers to return to their usual range.

f. Parks / Cemetery

Powell reported that the splash pad has officially closed for the season. He also stated that they have been working to repair bridges as well as their usual maintenance and mowing.

g. Police / Animal Shelter

Cantrell presented the Police Department's September statistics, noting that his department saw an increase in vehicle accidents in the last month including a hit-and-run. He congratulated Officer Phillips for discovering 25 pounds of cocaine in a spare tire on a traffic stop. Cantrell additionally reported that there were 131 citations issued and 30 arrests made in September.

Sams-Benham reported that the Animal Shelter took in 59 animals and had 50 outgoing animals in September. She also stated that the Gene Beck adoption event sponsored by the Fraternal Order of Police resulted in 39 adoptions including 24 cats.

h. Recreation Center

Moore reported the Recreation Center has not received the reimbursement for their light project yet and explained the impact to his financial report. He also stated that they expect the HVAC installations in the next week and membership numbers are up for September.

i. Street

Glenn reported that the department has been working to clear drainage and repair potholes. He stated that they have been running the street sweeper and will soon need to start pulling fallen leaves and other debris out of drainage pipes. Glenn also reported that they have been having issues with beaver dams but he hopes to resolve them soon.

j. City Clerk

Davis reported that her office has been working on tasks related to the budget and payroll, and she hopes to close July’s financials soon. She stated that some of the deputy clerks worked over the weekend to clean up and organize old files for retention.

4. 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 17th, 2024 Council meeting.
- b. Approve minutes of the September 23rd, 2024 special Council meeting.
- c. Approve payroll purchase orders through October 11th, 2024.
- d. Approve claims for purchase orders through October 1st, 2024.

FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL	2420240814 - 2420240775	\$66,219.99
STREET & DRAINAGE	911467B - 2420240706	\$15,848.51
CEMETERY CARE FUND	2420240716 - 2420240735	\$291.98
GOLF COURSE	2420240726 - 2420240800	\$11,340.52
CAPITAL OUTLAY	2420240733 - 911482B	\$926.90
REAL PROPERTY ACQUISITION RES.	2420240759 - 2420240743	\$1,420.00
RECREATION CENTER	2420240723 - 2420240780	\$24,791.39
E-911	2420240707	\$416.54
EDTA	2420240774	\$22,500.00
TOTAL		\$143,755.83
BLANKETS		
911533B	AMAZON CAPITAL SERVICES	\$1,500.00
TOTAL		\$1,500.00

- e. Approve the 2025 City of Pryor Creek / Municipal Utility Board Holiday Calendar. *(Scrivener's error: Agenda read “2024”)*
- f. Approve waiving the Graham Community Building rental fees for Santa’s Christmas Village held December 2nd-9th, 2024.
- g. Acknowledge a Halloween candy giveaway hosted by Lakes Area ABATE Chapter 13 on October 31st, 2024 at the Whitaker Park gazebo on the southwest corner across from the old pool.-
- h. Approve a transfer of \$1,074.20 from Fund 68 to the Holiday Decoration Donation Account as recommended by the EDTA at the September 19th, 2024 meeting. The funds from Fund 68 can only be used for the repair and replacement of decorations and lights used in the downtown corridor. The estimate supporting this transfer is included in the packet.
- i. Approve an expenditure in the amount of \$50,603.25 to American Ramp Company for equipment and installation of Phase 2 of the skate park to be paid from Parks Capital Outlay Account #44-445-5415.

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

4a. Approve minutes of the September 17th, 2024 Council meeting.

Motion was made by Brashears, second by Brown to approve minutes of the September 17th, 2024 Council meeting. Voting yes: Shropshire, Bradshaw, Brashears, Brown, Gonthier, Smith and Lamar. Abstaining, counting as a no vote: Tramel. Voting no: none.

4b. Approve minutes of the September 23rd, 2024 special Council meeting.

Motion was made by Brashears, second by Brown to approve minutes of the September 23rd, 2024 special Council meeting. Motion was amended by Brashears, second by Brown to amend minutes of the September 23rd, 2024 meeting to reflect missing attendees. Voting yes: Bradshaw, Brashears, Brown, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

4e. Approve the 2025 City of Pryor Creek / Municipal Utility Board Holiday Calendar.
(Scivener's error: Agenda read "2024")

Motion was made by Brown, second by Bradshaw to approve the 2024 City of Pryor Creek / Municipal Utility Board Holiday Calendar. Motion was amended by Brown, second by Bradshaw to correct a scrivener's error and approve the 2025 City of Pryor Creek / Municipal Utility Board Holiday Calendar. Voting yes: Brashears, Brown, Tramel, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

4f. Approve waiving the Graham Community Building rental fees for Santa's Christmas Village held December 2nd-9th, 2024.

Motion was made by Gonthier, second by Smith to approve waiving the Graham Community Building rental fees for Santa's Christmas Village held December 2nd-9th, 2024. Voting yes: Brown, Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none.

4h. Approve a transfer of \$1,074.20 from Fund 68 to the Holiday Decoration Donation Account as recommended by the EDTA at the September 19th, 2024 meeting. The funds from Fund 68 can only be used for the repair and replacement of decorations and lights used in the downtown corridor. The estimate supporting this transfer is included in the packet.

Motion was made by Shropshire, second by Gonthier to approve a transfer of \$1,074.20 from Fund 68 to the Holiday Decoration Donation Account as recommended by the EDTA at the September 19th, 2024 meeting. The funds from Fund 68 can only be used for the repair and replacement of decorations and lights used in the downtown corridor. The estimate supporting this transfer is included in the packet. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears and Brown. Voting no: none.

4i. Approve an expenditure in the amount of \$50,603.25 to American Ramp Company for equipment and installation of Phase 2 of the skate park to be paid from Parks Capital Outlay Account #44-445-5415.

Motion was made by Shropshire, second by Bradshaw to approve an expenditure in the amount of \$50,603.25 to American Ramp Company for equipment and installation of Phase 2 of the skate park to be paid from Parks Capital Outlay Account #44-445-5415. Motion was amended by Shropshire, second by Bradshaw to table the item until later in the meeting. Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown and Tramel. Voting no: none.

5. MAYOR'S REPORT

(These are items possibly requiring discussion and action.)

a. Discussion and possible action to acknowledge the resignation of all employees who have accepted the voluntary severance agreement.

Motion was made by Brown, second by Lamar to acknowledge the resignation of all employees who have accepted the voluntary severance agreement. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown, Tramel and Gonthier. Voting no: none.

b. Possible Executive Session concerning the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of Michael Moore, Pryor Creek Police Department (25 O.S. 307 (B) (1)).

Motion was made by Brown, second by Brashears to enter Executive Session at 6:47 p.m. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Brown, Tramel, Gonthier and Smith. Voting no: none.

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

Motion was made by Brashears, second by Shropshire to exit Executive Session at 7:35 p.m. Voting yes: Shropshire, Bradshaw, Brashears, Brown, Tramel, Gonthier, Smith and Lamar. Voting no: none.

d. Possible action based on Executive Session concerning the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of Michael Moore, Pryor Creek Police Department (25 O.S. 307 (B) (1)).

Motion was made by Brown, second by Gonthier to take no action regarding the Executive Session concerning the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of Michael Moore, Pryor Creek Police Department (25 O.S. 307 (B) (1)). Voting yes: Bradshaw, Brashears, Brown, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

e. Discussion and possible action to approve the Mayor to sign a Voluntary Severance Agreement in the amount of \$20,000.00 offered to full time employees on a first come first serve basis from the following department: 215 - Police – 1.

Motion was made by Gonthier, second by Brown to approve the Mayor to sign a Voluntary Severance Agreement in the amount of \$20,000.00 offered to full time employees on a first come first serve basis from the following department: 215 - Police – 1. Voting yes: Brashears, Brown, Tramel, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

f. Discussion and possible action to approve the EDTA's recommendation to accept an offer of \$45,000.00 for approximately six acres located in Mayes County and authorizing the Mayor to sign all necessary paperwork for the transaction and allowing Mayor to approve reasonable changes in closing costs from the estimated amount. The City will have normal closing costs for a seller, which are estimated to be \$1,267.50, and will reimburse the EDTA for sales related costs of \$920.00 (advertisement and appraisal), netting approximately \$42,812.50 to the City to be deposited in Sales of Surplus Revenue Account #02-000-4181.

Motion was made by Gonthier, second by Lamar to approve the EDTA's recommendation to accept an offer of \$45,000.00 for approximately six acres located in Mayes County and authorizing the Mayor to sign all necessary paperwork for the transaction and allowing Mayor to approve reasonable changes in closing costs from the estimated amount. The City will have normal closing costs for a seller, which are estimated to be \$1,267.50, and will reimburse the EDTA for sales related costs of \$920.00 (advertisement and appraisal), netting approximately \$42,812.50 to the City to be deposited in Sales of Surplus Revenue Account #02-000-4181. Motion was amended by Gonthier, second by Lamar to require that the funds be used for the repair of the Graham Community Building. Motion was amended by Gonthier, second by Lamar to approve the item and require the funds to be used only for repair, maintenance and/or capital improvements to the Graham Community Building. Voting yes: Brown, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: Tramel and Brashears.

g. Discussion and possible action regarding current practices and policies of the City of Pryor Creek which may cut costs or increase revenues. (Requested by Tyler Brown)

Motion was made by Brown, second by Brashears to approve current practices and policies of the City of Pryor Creek which may cut costs or increase revenues. Motion was amended by Brown, second by Brashears to take no action regarding current practices and policies of the City of Pryor Creek which may cut costs or increase revenues and put the item back on the agenda for the October 15th, 2024 regular Council meeting. Motion was amended by Brown, second by Brashears to take no action. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears and Brown. Voting no: none.

h. Discussion and possible action concerning any amendments or adjustments to the 02 General Fund Budget for fiscal year 2024-2025. (Requested by Tyler Brown)

Motion was made by Brown, second by Brashears to approve any amendments or adjustments to the 02 General Fund Budget for fiscal year 2024-2025. Motion was amended by Brown, second by Brashears to transfer any excess funds remaining related to the severance packages that have been accepted into Unallocated Reserves in the amount of \$223,259.33. Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown and Tramel. Voting no: none.

i. Discussion and possible action regarding the financial stability of the city to determine if the hiring freeze should be amended to allow the Thomas J. Harrison Pryor Public Library to responsibly hire three part-time employees at a pay rate of \$10.11 per hour for a maximum of 25 hours per week. The annual cost to the City for a part-time library employee is \$14,300.00.

Motion was made by Brown, second by Bradshaw to approve amending the hiring freeze to allow the Thomas J. Harrison Pryor Public Library to responsibly hire three part-time employees

at a pay rate of \$10.11 per hour for a maximum of 25 hours per week. The annual cost to the City for a part-time library employee is \$14,300.00. Motion was amended by Brown, second by Bradshaw to take no action and hear the request again after the mid-year review. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown, Tramel and Gonthier. Voting no: none.

j. 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 Brashears 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. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Brown, Tramel, Gonthier and Smith. Voting no: none.

k. 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 Brashears 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. Voting yes: Shropshire, Bradshaw, Brashears, Brown, Tramel, Gonthier, Smith and Lamar. Voting no: none.

6. CITY ATTORNEY'S REPORT:

a. Discussion and possible action to approve 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.

Motion was made by Tramel, second by Brashears to approve 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. Voting yes: Bradshaw and Shropshire. Voting no: Brashears, Brown, Tramel, Gonthier, Smith and Lamar. Motion failed.

b. First reading of an Ordinance changing and amending zoning classification from Commercial Restricted (CR) to Residential Duplex (RD) of the property described as follows:

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. (100 N Indianola)

Motion was made by Brown, second by Brashears to approve the first reading of an Ordinance Changing and Amending Zoning Classification from Commercial Restricted (CR) to Residential Duplex (RD) of the property described above. Voting yes: Brashears, Brown, Tramel, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

c. First reading of an Ordinance changing and amending zoning classification from Agriculture (AG) to Commercial Automotive Recreation (CAR) of the property described as follows:

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)

Motion was made by Shropshire, second by Gonthier to waive the reading and approve the first reading of an Ordinance changing and amending zoning classification from Agriculture (AG) to Commercial Automotive Recreation (CAR) of the property described above. Voting yes: Brown, Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none.

d. Possible Executive Session for the purpose of confidential communications with attorney regarding collective bargaining contract negotiations pursuant to 25 O.S. 307(B)(4) & (10).

Motion was made by Brashears, second by Gonthier to enter Executive Session at 8:42 p.m. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears and Brown. Voting no: none.

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

Motion was made by Gonthier, second by Brashears to exit Executive Session at 9:31 p.m. Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown and Tramel. Voting no: none.

Mayor moved back to item 4i and removed it from the table.

4i. Approve an expenditure in the amount of \$50,603.25 to American Ramp Company for equipment and installation of Phase 2 of the skate park to be paid from Parks Capital Outlay Account #44-445-5415.

Motion was made by Gonthier, second by Brashears to approve an expenditure in the amount of \$50,603.25 to American Ramp Company for equipment and installation of Phase 2 of the skate park to be paid from Parks Capital Outlay Account #44-445-5415. Motion was amended by Gonthier, second by Brashears to table the item until the October 15th, 2024 regular Council meeting. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown, Tramel and Gonthier. Voting no: none.

7. 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 the next meeting will be Tuesday, October 29th.

c. Street and Maintenance

Lamar reported that the next meeting will be Tuesday, October 22nd.

8. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

9. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 9:40 p.m.

2. APPROVE MINUTES OF THE SEPTEMBER 17TH, 2024 MEETING.

Motion was made by Gonthier, second by Brashears to approve the minutes of the September 17th, 2024 meeting. Voting yes: Shropshire, Bradshaw, Brashears, Brown, Tramel, Gonthier, Smith and Lamar. 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 9:41 p.m. Voting yes: Bradshaw, Brashears, Brown, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

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

MINUTES WRITTEN BY CITY CLERK COURTNEY DAVIS

**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: BK Young, Cari Rerat, Frank Powell, Jeremy Cantrell, Lisa Malone, Lori Ballew, Dennis Bowman, Jeffrey Kolker and Chase McBride.

Others present: Kailey Carnine, Samson Tamijani, Mitchel Phillips, Burt Mummolo, Zach Lennon, Amy Slanchik, Kat Kolker, Harper Mehan, Bryce Moore, Chris Peters, Drew Stott, John Ballew, Bridgette Nichols, Cody Buff, Ross Armontrout, Christian Fletcher, Caleb Peper, Brandon Merritt, Josh Taylor, Terry Aylward, Kenny Bennett, Becki Sams-Benham, 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, OKLAHOMA
Appropriation Request for the Month of June 2024

Certificate of City Treasurer
I hereby certify that I received and now hold, in actual cash actually on hand available for the subject to appropriate to the following cash funds of the City of Pryor Creek, Mayes County, Oklahoma,
derived from the following designated sources and restricted by statute to expenditure for purposes for which such funds were created as follows, to wit:

Fund	Amount	Fund	Amount	Fund	Amount	Fund	Amount
FLEX SPEND PLAN (9)		CAPITAL OUTLAY/CAPITAL IMPROVE (44)		RECREATION CASH FUND (84)		PPWA Sinking Funds (87)	
Interest Income	\$ 40.94	Sales Tax	\$ 53,392.10	Sales Tax	\$ 59,324.56	Sales Tax	\$ 106,784.21
TOTAL	\$ 40.94	TOTAL	\$ 53,392.10	Interest	\$ 1,046.03	Interest Income	\$ -
STREET & DRAINAGE IMPROV. SALE (14)		CAPITAL OUTLAY RESERVE FUND (45)		Miscellaneous Income	\$ 18.00	TOTAL	\$ 106,784.21
Sales Tax	\$ 154,243.85	Outside Fire Runs	\$ 20.00	Public Schools - Facility Use	\$ -	PPWA Bond Proceeds (88)	
Auto/Mileage Tax	\$ 6,775.96	Fire Subscriptions	\$ 1,080.00	Memberships	\$ 19,103.14	Franchise Fees	\$ 3,710.93
Gasoline Tax	\$ -	TOTAL	\$ 1,100.00	Full Service - Extended	\$ 1,892.17	Interest Income	\$ -
Interest Income	\$ -	REAL PROPERTY ACQUISITIONS RES. (46)		Pool Only	\$ 698.25	TOTAL	\$ 3,710.93
TOTAL	\$ 161,019.81	Nuisance Abatement	\$ 3,827.34	Cherokee Nation Memberships	\$ (5,792.00)	E-911 CASH FUND (91)	
CEMETERY CARE INTEREST (15)		TOTAL	\$ 3,827.34	Gift Cards	\$ -	Telephone User Fees	\$ 2.40
Interest Income	\$ -	POLICE TRAINING FEES (47)		Rentals	\$ 1,650.00	Interest Income	\$ 35.78
TOTAL	\$ -	Police Fines & Fees	\$ 785.00	Specialty Classes	\$ -	Supplement from General	\$ -
CEMETERY CARE FUND (19)		Interest	\$ -	Pool Parties/Rentals	\$ 1,724.00	TOTAL	\$ 38.18
Income	\$ 781.25	TOTAL	\$ 785.00	Merchandise Sales	\$ 1,870.00	LIBRARY SPECIAL (92)	
TOTAL	\$ 781.25	MAIN STREET BOND ACCOUNT-2019 (68)		Contract Personal Trainer	\$ 60.00	Donations	\$ 2.25
GOLF COURSE CASH (41)		Sales Tax	\$ 11,864.91	Locker Rentals	\$ 657.74	Books Sales	\$ 18.95
Rental of Golf Cart Stalls	\$ 1,520.00	Interest Income	\$ -	Child Watch	\$ 218.00	TOTAL	\$ 21.20
Golf Cart Rentals	\$ 30,664.21	TOTAL	\$ 11,864.91	Guest Passes	\$ 5,741.00	DONATIONS (96)	
Rental of Pull Carts	\$ 20.00	HOTEL/MOTEL TAX Income (75)		ID Cards	\$ 10.00	Police - Cherokee Nation	\$ -
Interest Income	\$ -	Hotel/Motel Tax Income	\$ 260.70	Banner/Ad Sales	\$ -	Dog Pound Donations - Shelter	\$ 73.97
Green Fees	\$ -	Interest Income	\$ 104.96	Events	\$ -	Police Lightbar Donations	\$ -
Memberships	\$ (193.18)	TOTAL	\$ 365.66	Swimming Lessons	\$ 1,560.60	Animal Shelter Restitution	\$ -
Trail On Fees	\$ 380.00	LIBRARY BUILDING FUND (80)		Swimming Team	\$ -	Fire Department Donations	\$ -
Green Fees - Daily	\$ 28,830.65	Copying Fees	\$ -	Memberships A/R	\$ 3,058.23	Police Drug Forfeitures	\$ -
Green Fees - Jr & Sr	\$ 3,873.70	TOTAL	\$ -	TOTAL	\$ 92,839.72	TOTAL	\$ 73.97
Green Fees - Twilight	\$ 9,191.35					EDTA (98)	
Membership - Senior Family	\$ 2,069.86					Interest Income	\$ 291.75
Membership - Senior Single	\$ 2,019.18					Transfer from other funds	\$ -
Membership - Family	\$ 1,641.55					Miscellaneous	\$ -
Membership - Single	\$ 5,154.19					Transfer to other funds	\$ -
Membership - Junior	\$ 478.50					Donations	\$ 500.00
Membership - Corporate	\$ 8,125.82					TOTAL	\$ 791.75
Public Schools - Facility Use	\$ -						
TOTAL	\$ 93,775.83						

Total unappropriated available for purpose of said funds: \$ 531,212.80

Said sum includes no part of any revenues hertofore reported and appropriated for the purpose of said cash funds and are being held subject to action by the Mayes County Excise Board.

CERTIFIED TO THIS ____ DAY OF _____, 20____

(signed) _____ Treasurer

To the Mayes County Excise Board: This is to certify that, pursuant to the 5th Proviso of H.B. No. 300, 17th Oklahoma Legislature, there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the cash funds of the City of Pryor Creek, Oklahoma, Mayes County, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said funds may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

Fund	Purpose	Amount Requested	Approved by Board
FLEX SPEND PLAN	FLEX SPENDING PLAN	\$ 40.94	\$ 40.94
STREET & DRAINAGE IMPROV. SALE	SERVICE/MAINTENANCE	\$ 161,019.81	\$ 161,019.81
CEMETERY CARE INTEREST	SERVICE/MAINTENANCE	\$ -	\$ -
CEMETERY CARE FUND	CAPITAL IMPROVEMENT	\$ 781.25	\$ 781.25
GOLF COURSE CASH	SERVICE/MAINTENANCE	\$ 93,775.83	\$ 93,775.83
CAPITAL OUTLAY/CAPITAL IMPROVE	CAPITAL IMPROVEMENT	\$ 53,392.10	\$ 53,392.10
CAPITAL OUTLAY RESERVE FUND	CAPITAL OUTLAY	\$ 1,100.00	\$ 1,100.00
REAL PROPERTY ACQUISITION RES.	CAPITAL IMPROVEMENT	\$ 3,827.34	\$ 3,827.34
POLICE TRAINING FEES	POLICE FINES AND FEES	\$ 785.00	\$ 785.00
MAIN STREET BOND ACCOUNT	CAPITAL IMPROVEMENT	\$ 11,864.91	\$ 11,864.91
HOTEL/MOTEL TAX	CAPITAL IMPROVEMENT	\$ 365.66	\$ 365.66
LIBRARY BUILDING FUND	CAPITAL IMPROVEMENT	\$ -	\$ -
RECREATION CENTER-CASH FUND	SERVICE/MAINTENANCE	\$ 92,839.72	\$ 92,839.72
PPWA SINKING FUNDS	CAPITAL IMPROVEMENT	\$ 106,784.21	\$ 106,784.21
PPWA BOND PROCEEDS	CAPITAL IMPROVEMENT	\$ 3,710.93	\$ 3,710.93
E-911	MAINTENANCE	\$ 38.18	\$ 38.18
LIBRARY SPECIAL	MAINTENANCE	\$ 21.20	\$ 21.20
DONATIONS	MAINTENANCE	\$ 73.97	\$ 73.97
EDTA	ECONOMIC DEVELOPMENT	\$ 791.75	\$ 791.75
	TOTAL	\$ 531,212.80	\$ 531,212.80

Done by order of the City Council of the City of Pryor Creek, Oklahoma, Mayes County,

and recorded in the minutes of the City Clerk at Pryor Creek, Oklahoma this _____ day of _____, 20_____.

CERTIFICATE OF MAYES COUNTY EXCISE BOARD

WE, THE UNDERSIGNED DULY QUALIFIED AND ACTING MEMBERS OF THE EXCISE BOARD OF MAYES COUNTY, OKLAHOMA, FIRST HAVING GIVEN NOTICE BY PUBLICATION IN THE OFFICIAL COUNTY PAPER OF SUCH COUNTY AND BY SUCH NOTICE FIXED A TIME AND PLACE OF HEARING EITHER FOR OR AGAINST ANY PART OF STATEMENTS OF ESTIMATED NEEDS ON FILE WITH THE SECRETARY OF THE COUNTY EXCISE BOARD FOR CONSIDERATION AND, THE DAY AND A DATE HEREINAFTER INSCRIBED, BEING ONE OF THE TEN DAYS BEGINNING ON THE DATE FIXED IN SAID NOTICE AND SAID HEARING HAVING BEEN CONCLUDED WE HAVE GIVEN DUE CONSIDERATION TO THE FINANCIAL STATEMENTS OF THE TREASURER AND TO THE VARIOUS ITEMS OF THE ESTIMATE OF NEEDS SUBMITTED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA AND, TO THE EXTENT THAT THE SAME WAS WITHIN THE AMOUNT OF CASH AVAILABLE FOR SUCH PURPOSES WE HAVE APPROVED THE SEVERAL ITEMS OF APPROPRIATION ASCERTAINED TO BE PURPOSES AUTHORIZED BY LAW AND HAVE INDICATED THE ITEMS AND AMOUNTS FOR APPROVAL IN THE LAST COLUMN OF SAID ESTIMATE OF NEEDS. THEREFORE, SAID APPROPRIATIONS ARE HEREBY MADE AND THE SECRETARY OF THE MAYES COUNTY EXCISE BOARD IS HEREBY ORDERED AND DIRECTED TO CERTIFY THE SAME TO THE CITY CLERK OR ISSUING OFFICER AND TO THE TREASURER OR REGISTERING AND PAYING OFFICER FORTHWITH, WITH INSTRUCTIONS TO ENTER THE SAME ON THEIR ACCOUNTS.

Done at Pryor Creek, Oklahoma, this _____ Day of _____, 20____. MAYES COUNTY EXCISE BOARD

Attest:

Secretary of Mayes County Excise Board.
(seal)

Chairman

Member

Member

Mayor

Attest: _____
City Clerk

October 9, 2024

Zac Doyle, Mayor
City of Pryor Creek
PO Box 1167
Pryor Creek, Oklahoma 74362

SUBJECT: Closure of SH-20 (East Graham Ave. from South Adair St. to South Vann St. for the Halloweentown Event, Mayes County)

Mayor Doyle:

I am writing you regarding your recent correspondence about closing and detouring traffic through and around the City of Pryor Creek as portions of SH-20 (E. Graham Ave.) will be closed on Thursday, October 31, 2024, from about 2:00 p.m. to about 10:00 p.m. for the Halloweentown Event.

These events bring with them additional risks associated with the detour of existing and emergency traffic as well as to the participants involved with or attending the event. As such, the Oklahoma Department of Transportation does not endorse, imply participation, recommend, or authorize such closures.

However, the Department recognizes the importance of city sponsored special events that are valuable to the entire community and recognizes that cities and towns have the authority via §47-1148 to proceed without specific ODOT approval when the events are undertaken under the direct authority of the city.

If the City of Pryor Creek chooses to proceed with the closure, the city will assume all responsibilities for the traffic control to be installed according to the Manual on Uniform Traffic Control Devices (MUTCD), a detour that is feasible for both passenger and commercial truck traffic, the effect on emergency responses and all other associated liabilities.

Sincerely,



Kristine R. Reed, P.E.
District Traffic Engineer

xc: Travis Smith ODOT Mayes County Supervisor
File



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

October 9, 2024

ODOT Division 8
4002 North Mingo Valley Expressway
Tulsa, OK 74116

RE: Highway Closure Request

The City of Pryor Creek will hold a Halloweentown event on Thursday, October 31st, 2024. The City of Pryor Creek requests to close the highway for this event. Details are as follow:

- Highway 20/East Graham Avenue
- From South Adair Street to South Vann Street
- October 31, 2024
- Close streets to all traffic after 2:00 pm. No parking, other than parade vehicles. 2:00 pm-10:00 pm - Festivities. 10:00 pm - Tear down and remove street barricades to reopen Graham Avenue and all secondary streets that have been closed to vehicle traffic.
- Detour route will be established by City officials and be manned and/or signed in accordance with the latest edition (2023) of the Manual on Uniform Traffic Control Devices (MUTCD)
- The City will hold the Oklahoma Department of Transportation, their officers, agents and employees harmless and shall be released and discharged from all claims, demand and causes of action of every kind whatsoever for any damage and/or injury that may result from the detouring of traffic from the state highway system.

Sincerely,

A handwritten signature in black ink, appearing to read "Zac Doyle", is written over a horizontal line.

Zac Doyle,
Mayor



City of Pryor Creek

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

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 15th day of October 2024, by and between the City of Pryor Creek, Oklahoma and the Senior Citizen Nutrition Center.

In consideration of funding provided by the City of Pryor Creek in the amount of five thousand dollars and no cents (\$5,000.00), payable as a one-time payment, the Senior Citizens Nutrition Center does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2024-2025:

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

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

Mayor

Senior Citizens Nutrition Center

Date: _____

Date: _____

Attest: _____
City Clerk



City of Pryor Creek

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

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 15th day of October, by and between the City of Pryor Creek, Oklahoma and Pelivan Transit (Grand Gateway Economic Development Association).

In consideration of funding provided by the City of Pryor Creek in the amount of thirty-two thousand dollars and no cents (\$32,000.00), payable as a one-time payment, Grand Gateway does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2024-2025:

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

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

Mayor

Pelivan Transit
(Grand Gateway Economic Development Association)

Date: _____

Date: _____

Attest: _____
City Clerk

InHouse Advertising LLC

5416 S Yale Avenue, Suite 350
Tulsa, OK 74135 US
debbie@inhouseadvertisingtulsa.com
inhouseadvertisingtulsa.com



KOTV TV- \$2,310.00

KQCW- \$300.00

TV Totals; \$2,610.00

KXBL- Radio-\$2,200.00

ONE CHECK MADE OUT TO INHOUSE ADVERTISING for \$ 4,810.00 NET

Mail to: InHouse Advertising

5416 S Yale Ave, Suite 300

Tulsa, OK 74135

TV Production- Discounted to \$150.00 NET

ONE CHECK MADE OUT TO RACHEL JACKSON

Mail to: Diverse Envisions

Atten: Rachel Jackson

25627 Blackberry Blvd.

Claremore, OK 74019

Grand Total Spent: \$4,960 NET

Bluegrass & Chili Festival 2024 Recap



Big Country Promos/Live Mentions



Promo 1



Promo 2



Giveaway 08/26-09/04

08/26 – 09/04	Mentions
Recorded Promos	40
Live Mentions	40
Live Giveaways	40

Homepage Showcase

[LISTEN LIVE](#)

SHOWS ▾EVENTS ▾CONTESTS ▾WEATHER ▾CONTACT ▾



If you see a lower price at another retailer,

[Shop Now](#)





Bluegrass & Chili Festival
44TH ANNUAL
FRIDAY SEPTEMBER 6TH
SATURDAY SEPTEMBER 7TH

Bluegrass & Chili Festival



ENTER TO WIN!
Tulsa FOOTBALL TICKETS

Win Tickets to TU Football



Download our app!



Wake Up With the Hoot Owl



Download our app!

FROM THE STUDIO



INTERVIEW: T. Graham Brown



INTERVIEW: Billy Parker



INTERVIEW: David Frizzell

Newsletters

Get Big Country 99.5 updates delivered right to your inbox!

Subscribe to receive exclusive pre-sale info for concert tickets.



Straight Tequila Night
John Anderson



Bluegrass & Chili Festival

44TH ANNUAL

FRIDAY SEPTEMBER 6TH
SATURDAY SEPTEMBER 7TH

BIG COUNTRY
99.5 COUNTRY'S BIGGEST LEGENDS

Events Calendar



 **LISTEN LIVE**

CONCERTS & EVENTS

Bluegrass Chili Festival

Monday, August 26, 10am – Saturday, September 7, 2024, 9pm

Location: Downtown Wagoner

Link: www.bluegrasschilifest.com



Social Media Posts



	Followers	Total Posts
Big Country 99.5 Facebook	15k	1

On-Site & FB Live

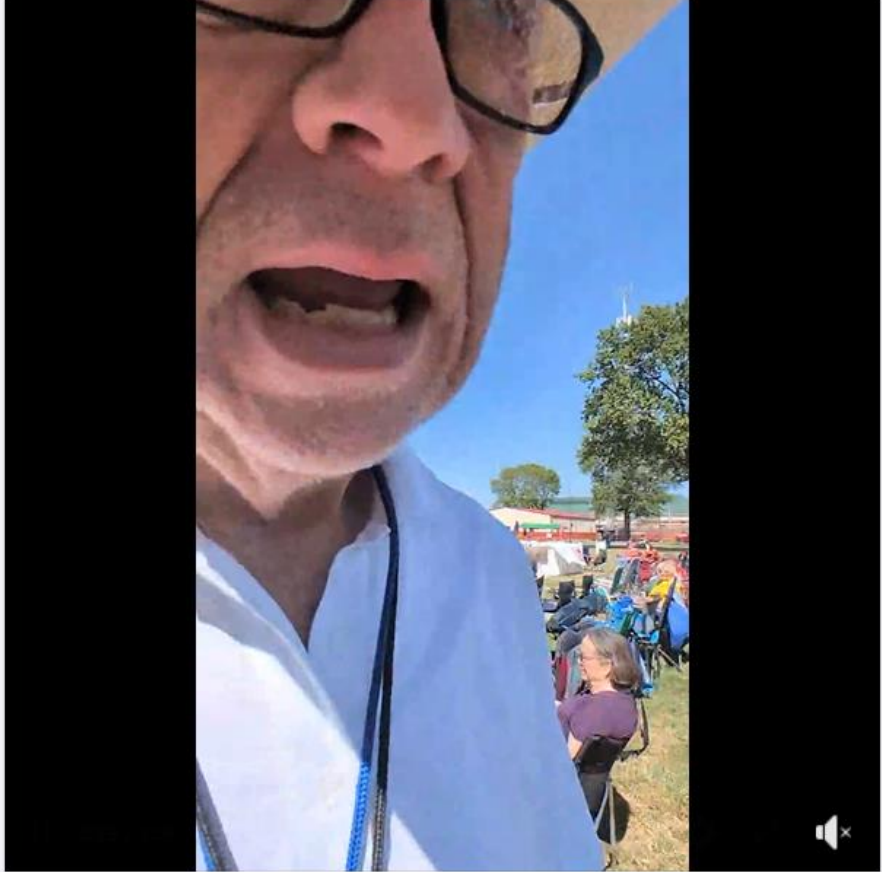
 **Big Country 99.5** 
3 hours ago · 

Thanks to Heartland Express for stopping by to visit with the Hoot Owl and play live for us this morning! Catch them this weekend at the 44th Annual [Bluegrass & Chili Festival](#) in Pryor!



  10

 **Big Country 99.5**  was live.
a day ago · 



  18 1  4  

Promotional Summary

Recorded Promos and Lives	\$7,400
Homepage Showcase	\$200
Events Calendar	\$100
Social Media	\$700
On Site	\$500
Design Value (pre banner costs)	\$800
Total Delivered Value: \$9,700	

INVOICE



KOTV-TV
303 N. Boston Ave
Tulsa, OK 74103
Main: (918) 732-6000
Billing: (918) 732-6000

Oklahoma's OwnSM
www.newson6.com

Billing Address:

In House Advertising
Attention: Accounts Payable
5416 S Yale Ave Ste 350
Tulsa, OK 74135

Send Payment To:

KOTV-TV
Dept 2046
Tulsa, OK 74182

Property	KOTV-TV	Order #	182187
Invoice #	182187-1	Alt Order #	
Invoice Date	08/31/24	Ext. Opp. ID	
Invoice Month	August 2024	Deal #	
Invoice Period	08/01/24 - 08/30/24	Flight Dates	08/26/24 - 08/30/24
Advertiser	Bluegrass & Chili Festival		
Product	Text & Win 2024		
Estimate #			
Account Executive	David Brace		
Sales Office	Tulsa		
Sales Region	Local		
Agency Code	TV22589		
Advertiser Code			
Billing Calendar	Calendar		
Billing Type	Cash		
Special Handling			
Agency Ref			
Advertiser Ref			
Product 1			
Product 2			

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type
1	08/26/24	08/30/24	Text & Win	5a-6a	MTWTF--	:15	5	\$0.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 08/26/24 09/01/24 MTWTF-- 5 \$0.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
3	KOTV	M	08/26/24	5:20 AM	Text & Win	5a-6a	:15	TXTWINBLUEFEST24	\$0.00 NM
2	KOTV	Tu	08/27/24	5:21 AM	Text & Win	5a-6a	:15	TXTWINBLUEFEST24	\$0.00 NM
1	KOTV	W	08/28/24	5:22 AM	Text & Win	5a-6a	:15	TXTWINBLUEFEST24	\$0.00 NM
5	KOTV	Th	08/29/24	5:21 AM	Text & Win	5a-6a	:15	TXTWINBLUEFEST24	\$0.00 NM
4	KOTV	F	08/30/24	5:21 AM	Text & Win	5a-6a	:15	TXTWINBLUEFEST24	\$0.00 NM
2	08/26/24	08/30/24	6a-7a Text & Win	6a-7a	MTWTF--	:15	5	\$0.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 08/26/24 09/01/24 MTWTF-- 5 \$0.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
2	KOTV	M	08/26/24	6:26 AM	6a-7a Text & Win	6a-7a	:15	TXTWINBLUEFEST24	\$0.00 NM
4	KOTV	Tu	08/27/24	6:26 AM	6a-7a Text & Win	6a-7a	:15	TXTWINBLUEFEST24	\$0.00 NM
1	KOTV	W	08/28/24	6:25 AM	6a-7a Text & Win	6a-7a	:15	TXTWINBLUEFEST24	\$0.00 NM
3	KOTV	Th	08/29/24	6:26 AM	6a-7a Text & Win	6a-7a	:15	TXTWINBLUEFEST24	\$0.00 NM
5	KOTV	F	08/30/24	6:26 AM	6a-7a Text & Win	6a-7a	:15	TXTWINBLUEFEST24	\$0.00 NM
3	08/26/24	08/30/24	Text & Win	9a-10a	MTWTF--	:15	5	\$0.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 08/26/24 09/01/24 MTWTF-- 5 \$0.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
4	KOTV	M	08/26/24	9:26 AM	Text & Win	9a-10a	:15	TXTWINBLUEFEST24	\$0.00 NM

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.
 Griffin Communication's CBS Affiliates, KWTU and KOTV, are members of CBS All Access and TVE. Commercials/Programming may be
 streamed/broadcasted outside the present market with CBS All Access and/or Griffin Interactive Properties and/or other OTT streaming companies.
 Agency and/or Advertiser takes full responsibility, and assumes all liability, that each and any commercial spot/program Advertiser/Agency submits for play on
 a Griffin station is in full compliance with the FCC's CALM Act.
 Closed Captioning assistance for KWTU/KSBI: ph 405-841-9197, fax 405-841-9907, e-mail CaptionProblems@News9.net. Closed Captioning assistance for
 KOTV/KQCW: ph 918-732-6290, fax 918-732-6298, e-mail CaptionProblems@Newson6.net.

A Convenience Fee of 3.0% will be assessed to each Credit/Debit card payment.

FCC Nondiscrimination Notice: Griffin Communications and its stations do not discriminate in advertising arrangements on the basis of race or ethnicity. Any
 arrangement entered into with an advertiser whose intent is to discriminate in such a manner shall be null and void. In compliance with FCC rules, broadcaster
 includes this nondiscrimination provision in all advertiser arrangements.

INVOICE



Send Payment To:

KOTV-TV
Dept 2046
Tulsa, OK 74182

Oklahoma's Own
www.newson6.com

Invoice #	182187-1	Invoice Month	August 2024
Invoice Date	08/31/24	Invoice Period	08/01/24 - 08/30/24
Advertiser	Bluegrass & Chili Festival		
Product	Text & Win 2024		
Estimate #			

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type	
3	08/26/24	08/30/24	Text & Win	9a-10a	MTWTF--	:15	5	\$0.00	NM	
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type
2	KOTV	Tu	08/27/24	9:25 AM	Text & Win	9a-10a	:15	TXTWINBLUEFEST24	\$0.00	NM
1	KOTV	W	08/28/24	9:27 AM	Text & Win	9a-10a	:15	TXTWINBLUEFEST24	\$0.00	NM
3	KOTV	Th	08/29/24	9:26 AM	Text & Win	9a-10a	:15	TXTWINBLUEFEST24	\$0.00	NM
5	KOTV	F	08/30/24	9:26 AM	Text & Win	9a-10a	:15	TXTWINBLUEFEST24	\$0.00	NM
Total Spots							15			

Payment Terms 30 Days

<u>Gross Total</u>	\$0.00
<u>Agency Commission</u>	\$0.00
<u>Net Amount Due</u>	\$0.00
<u>Invoice Balance as of 09/10/24 8:57:37 AM CT</u>	\$0.00

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.
 Griffin Communication's CBS Affiliates, KWTU and KOTV, are members of CBS All Access and TVE. Commercials/Programming may be streamed/broadcasted outside the present market with CBS All Access and/or Griffin Interactive Properties and/or other OTT streaming companies.
 Agency and/or Advertiser takes full responsibility, and assumes all liability, that each and any commercial spot/program Advertiser/Agency submits for play on a Griffin station is in full compliance with the FCC's CALM Act.
 Closed Captioning assistance for KWTU/KSBI: ph 405-841-9197, fax 405-841-9907, e-mail CaptionProblems@News9.net. Closed Captioning assistance for KOTV/KQCW: ph 918-732-6290, fax 918-732-6298, e-mail CaptionProblems@Newson6.net.

A Convenience Fee of 3.0% will be assessed to each Credit/Debit card payment.

FCC Nondiscrimination Notice: Griffin Communications and its stations do not discriminate in advertising arrangements on the basis of race or ethnicity. Any arrangement entered into with an advertiser whose intent is to discriminate in such a manner shall be null and void. In compliance with FCC rules, broadcaster includes this nondiscrimination provision in all advertiser arrangements.

INVOICE



KOTV-TV
303 N. Boston Ave
Tulsa, OK 74103
Main: (918) 732-6000
Billing: (918) 732-6000

Oklahoma's OwnSM
www.newson6.com

Billing Address:

In House Advertising
Attention: Accounts Payable
5416 S Yale Ave Ste 350
Tulsa, OK 74135

Send Payment To:

KOTV-TV
Dept 2046
Tulsa, OK 74182

Property	KOTV-TV	Order #	178870
Invoice #	178870-1	Alt Order #	
Invoice Date	09/08/24	Ext. Opp. ID	
Invoice Month	September 2024	Deal #	
Invoice Period	08/26/24 - 09/06/24	Flight Dates	09/02/24 - 09/08/24
Advertiser	Bluegrass & Chili Festival		
Product	2024 festival		
Estimate #			
Account Executive	David Brace		
Sales Office	Tulsa		
Sales Region	Local		
Agency Code	TV22589		
Advertiser Code			
Billing Calendar	Broadcast		
Billing Type	Cash		
Special Handling			
Agency Ref			
Advertiser Ref			
Product 1			
Product 2			

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type
1	09/02/24	09/08/24	4a-359x	4a-4a	MTWTF--	:30	5	\$0.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 09/02/24 09/08/24 MTWTF-- 5 \$0.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
2	KOTV	Tu	09/03/24	2:08 AM	4a-359x	4a-4a	:30	BGCHILIFEST241	\$0.00 NM
3	KOTV	W	09/04/24	2:26 AM	4a-359x	4a-4a	:30	BGCHILIFEST241	\$0.00 NM
5	KOTV	Th	09/05/24	5:13 AM	4a-359x	4a-4a	:30	BGCHILIFEST241	\$0.00 NM
1	KOTV	Th	09/05/24	5:28 AM	4a-359x	4a-4a	:30	BGCHILIFEST241	\$0.00 NM
4	KOTV	F	09/06/24	8:47 AM	4a-359x	4a-4a	:30	BGCHILIFEST241	\$0.00 NM
3	09/02/24	09/08/24	News on 6@9a	9a-10a	MTWTF--	:30	6	\$170.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 09/02/24 09/08/24 MTWTF-- 6 \$170.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
2	KOTV	M	09/02/24	9:54 AM	News on 6@9a	9a-10a	:30	BGCHILIFEST241	\$170.00 NM
6	KOTV	Tu	09/03/24	9:13 AM	News on 6@9a	9a-10a	:30	BGCHILIFEST241	\$170.00 NM
3	KOTV	Tu	09/03/24	9:51 AM	News on 6@9a	9a-10a	:30	BGCHILIFEST241	\$170.00 NM
1	KOTV	W	09/04/24	9:42 AM	News on 6@9a	9a-10a	:30	BGCHILIFEST241	\$170.00 NM
4	KOTV	Th	09/05/24	9:51 AM	News on 6@9a	9a-10a	:30	BGCHILIFEST241	\$170.00 NM
5	KOTV	F	09/06/24	9:21 AM	News on 6@9a	9a-10a	:30	BGCHILIFEST241	\$170.00 NM
4	09/02/24	09/08/24	News on 6 @ 12p	12p-1p	MTWTF--	:30	5	\$150.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 09/02/24 09/08/24 MTWTF-- 5 \$150.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.
 Griffin Communication's CBS Affiliates, KWTU and KOTV, are members of CBS All Access and TVE. Commercials/Programming may be
 streamed/broadcasted outside the present market with CBS All Access and/or Griffin Interactive Properties and/or other OTT streaming companies.
 Agency and/or Advertiser takes full responsibility, and assumes all liability, that each and any commercial spot/program Advertiser/Agency submits for play on
 a Griffin station is in full compliance with the FCC's CALM Act.
 Closed Captioning assistance for KWTU/KSBI: ph 405-841-9197, fax 405-841-9907, e-mail CaptionProblems@News9.net. Closed Captioning assistance for
 KOTV/KQCW: ph 918-732-6290, fax 918-732-6298, e-mail CaptionProblems@Newson6.net.

A Convenience Fee of 3.0% will be assessed to each Credit/Debit card payment.

FCC Nondiscrimination Notice: Griffin Communications and its stations do not discriminate in advertising arrangements on the basis of race or ethnicity. Any
 arrangement entered into with an advertiser whose intent is to discriminate in such a manner shall be null and void. In compliance with FCC rules, broadcaster
 includes this nondiscrimination provision in all advertiser arrangements.

INVOICE



Send Payment To:

KOTV-TV
Dept 2046
Tulsa, OK 74182

Oklahoma's OwnSM
www.newson6.com

Invoice #	178870-1	Invoice Month	September 2024
Invoice Date	09/08/24	Invoice Period	08/26/24 - 09/06/24
Advertiser	Bluegrass & Chili Festival		
Product	2024 festival		
Estimate #			

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type	
4	09/02/24	09/08/24	News on 6 @ 12p	12p-1p	MTWTF--	:30	5	\$150.00	NM	
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type
3	KOTV	M	09/02/24	12:13 PM	News on 6 @ 12p	12p-1p	:30	BGCHILIFEST241	\$150.00	NM
5	KOTV	Tu	09/03/24	12:22 PM	News on 6 @ 12p	12p-1p	:30	BGCHILIFEST241	\$150.00	NM
1	KOTV	W	09/04/24	12:21 PM	News on 6 @ 12p	12p-1p	:30	BGCHILIFEST241	\$150.00	NM
4	KOTV	Th	09/05/24	12:27 PM	News on 6 @ 12p	12p-1p	:30	BGCHILIFEST241	\$150.00	NM
2	KOTV	F	09/06/24	12:13 PM	News on 6 @ 12p	12p-1p	:30	BGCHILIFEST241	\$150.00	NM
5	09/02/24	09/08/24	News on 6 @ 4p	4p-5p	MTWTF--	:30	3	\$180.00	NM	
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>					
	09/02/24	09/08/24	MTWTF--	3	\$180.00					
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type
2	KOTV	M	09/02/24	4:11 PM	News on 6 @ 4p	4p-5p	:30	BGCHILIFEST241	\$180.00	NM
1	KOTV	Tu	09/03/24	4:22 PM	News on 6 @ 4p	4p-5p	:30	BGCHILIFEST241	\$180.00	NM
3	KOTV	W	09/04/24	4:37 PM	News on 6 @ 4p	4p-5p	:30	BGCHILIFEST241	\$180.00	NM
Total Spots							19			

Payment Terms 30 Days

<u>Gross Total</u>	\$2,310.00
<u>Agency Commission</u>	\$346.50
<u>Net Amount Due</u>	\$1,963.50
<u>Invoice Balance as of 09/10/24 8:55:29 AM CT</u>	\$1,963.50

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.
 Griffin Communication's CBS Affiliates, KWTU and KOTV, are members of CBS All Access and TVE. Commercials/Programming may be streamed/broadcasted outside the present market with CBS All Access and/or Griffin Interactive Properties and/or other OTT streaming companies.
 Agency and/or Advertiser takes full responsibility, and assumes all liability, that each and any commercial spot/program Advertiser/Agency submits for play on a Griffin station is in full compliance with the FCC's CALM Act.
 Closed Captioning assistance for KWTU/KSBI: ph 405-841-9197, fax 405-841-9907, e-mail CaptionProblems@News9.net. Closed Captioning assistance for KOTV/KQCW: ph 918-732-6290, fax 918-732-6298, e-mail CaptionProblems@Newson6.net.

A Convenience Fee of 3.0% will be assessed to each Credit/Debit card payment.

FCC Nondiscrimination Notice: Griffin Communications and its stations do not discriminate in advertising arrangements on the basis of race or ethnicity. Any arrangement entered into with an advertiser whose intent is to discriminate in such a manner shall be null and void. In compliance with FCC rules, broadcaster includes this nondiscrimination provision in all advertiser arrangements.



KQCW-TV
303 N. Boston Ave
Tulsa, OK 74103
Main: (918) 732-6000
Billing: (918) 732-6000

INVOICE

Property	KQCW-TV	Order #	178871
Invoice #	178871-1	Alt Order #	
Invoice Date	09/08/24	Ext. Opp. ID	
Invoice Month	September 2024	Deal #	
Invoice Period	08/26/24 - 09/06/24	Flight Dates	09/02/24 - 09/08/24
Advertiser	Bluegrass & Chili Festival		
Product	2024 festival		
Estimate #			

Billing Address:

In House Advertising
Attention: Accounts Payable
5416 S Yale Ave Ste 350
Tulsa, OK 74135

Send Payment To:

KQCW-TV
Dept 2046
Tulsa, OK 74182

Account Executive	David Brace
Sales Office	Tulsa
Sales Region	Local
Agency Code	TV22589
Advertiser Code	
Billing Calendar	Broadcast
Billing Type	Cash
Special Handling	
Agency Ref	
Advertiser Ref	
Product 1	
Product 2	

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type
1	09/02/24	09/08/24	Sign on Sign off	4a-4a	MTWTF--	:30	2	\$0.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 09/02/24 09/08/24 MTWTF-- 2 \$0.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
1	KQCW	M	09/02/24	3:59 AM	Sign on Sign off	4a-4a	:30	BGCHILIFEST241	\$0.00 NM
3	KQCW	Th	09/05/24	4:45 AM	Sign on Sign off	4a-4a	:30	BGCHILIFEST241	\$0.00 NM
2	09/02/24	09/08/24	M-F 9p-10p	9p-10p	MTWTF--	:30	3	\$100.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 09/02/24 09/08/24 MTWTF-- 3 \$100.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
2	KQCW	M	09/02/24	9:47 PM	M-F 9p-10p	9p-10p	:30	BGCHILIFEST241	\$100.00 NM
3	KQCW	Th	09/05/24	9:21 PM	M-F 9p-10p	9p-10p	:30	BGCHILIFEST241	\$100.00 NM
1	KQCW	F	09/06/24	9:27 PM	M-F 9p-10p	9p-10p	:30	BGCHILIFEST241	\$100.00 NM
<u>Total Spots</u>							5		

Payment Terms 30 Days

<u>Gross Total</u>	\$300.00
<u>Agency Commission</u>	\$45.00
<u>Net Amount Due</u>	\$255.00
<u>Invoice Balance as of 09/10/24 8:57:00 AM CT</u>	\$255.00

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.
 Griffin Communication's CBS Affiliates, KWTU and KOTV, are members of CBS All Access and TVE. Commercials/Programming may be
 streamed/broadcasted outside the present market with CBS All Access and/or Griffin Interactive Properties and/or other OTT streaming companies.
 Agency and/or Advertiser takes full responsibility, and assumes all liability, that each and any commercial spot/program Advertiser/Agency submits for play on
 a Griffin station is in full compliance with the FCC's CALM Act.
 Closed Captioning assistance for KWTU/KSBI: ph 405-841-9197, fax 405-841-9907, e-mail CaptionProblems@News9.net. Closed Captioning assistance for
 KOTV/KQCW: ph 918-732-6290, fax 918-732-6298, e-mail CaptionProblems@News6.net.

A Convenience Fee of 3.0% will be assessed to each Credit/Debit card payment.

FCC Nondiscrimination Notice: Griffin Communications and its stations do not discriminate in advertising arrangements on the basis of race or ethnicity. Any
 arrangement entered into with an advertiser whose intent is to discriminate in such a manner shall be null and void. In compliance with FCC rules, broadcaster
 includes this nondiscrimination provision in all advertiser arrangements.



KQCW-TV
303 N. Boston Ave
Tulsa, OK 74103
Main: (918) 732-6000
Billing: (918) 732-6000

INVOICE

Property	KQCW-TV	Order #	182189
Invoice #	182189-1	Alt Order #	
Invoice Date	09/08/24	Ext. Opp. ID	
Invoice Month	September 2024	Deal #	
Invoice Period	08/26/24 - 08/30/24	Flight Dates	08/26/24 - 08/30/24
Advertiser	Bluegrass & Chili Festival		
Product	Test and Win 2024		
Estimate #			

Billing Address:

In House Advertising
Attention: Accounts Payable
5416 S Yale Ave Ste 350
Tulsa, OK 74135

Send Payment To:

KQCW-TV
Dept 2046
Tulsa, OK 74182

Account Executive	David Brace
Sales Office	Tulsa
Sales Region	Local
Agency Code	TV22589
Advertiser Code	
Billing Calendar	Broadcast
Billing Type	Cash
Special Handling	
Agency Ref	
Advertiser Ref	
Product 1	
Product 2	

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type
1	08/26/24	08/30/24	7a-9a Text & Win	7a-8a	MTWTF--	:15	5	\$0.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 08/26/24 09/01/24 MTWTF-- 5 \$0.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
2	KQCW	M	08/26/24	7:26 AM	7a-9a Text & Win	7a-8a	:15	TXTWINBLUEFEST24	\$0.00 NM
3	KQCW	Tu	08/27/24	7:26 AM	7a-9a Text & Win	7a-8a	:15	TXTWINBLUEFEST24	\$0.00 NM
4	KQCW	W	08/28/24	7:26 AM	7a-9a Text & Win	7a-8a	:15	TXTWINBLUEFEST24	\$0.00 NM
1	KQCW	Th	08/29/24	7:26 AM	7a-9a Text & Win	7a-8a	:15	TXTWINBLUEFEST24	\$0.00 NM
5	KQCW	F	08/30/24	7:26 AM	7a-9a Text & Win	7a-8a	:15	TXTWINBLUEFEST24	\$0.00 NM
2	08/26/24	08/30/24	8a Text & Win	8a-9a	MTWTF--	:15	5	\$0.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 08/26/24 09/01/24 MTWTF-- 5 \$0.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
2	KQCW	M	08/26/24	8:25 AM	8a Text & Win	8a-9a	:15	TXTWINBLUEFEST24	\$0.00 NM
1	KQCW	Tu	08/27/24	8:26 AM	8a Text & Win	8a-9a	:15	TXTWINBLUEFEST24	\$0.00 NM
3	KQCW	W	08/28/24	8:26 AM	8a Text & Win	8a-9a	:15	TXTWINBLUEFEST24	\$0.00 NM
4	KQCW	Th	08/29/24	8:26 AM	8a Text & Win	8a-9a	:15	TXTWINBLUEFEST24	\$0.00 NM
5	KQCW	F	08/30/24	8:26 AM	8a Text & Win	8a-9a	:15	TXTWINBLUEFEST24	\$0.00 NM
<u>Total Spots</u>							10		

Payment Terms 30 Days

Gross Total

\$0.00

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.
 Griffin Communication's CBS Affiliates, KWTU and KOTV, are members of CBS All Access and TVE. Commercials/Programming may be
 streamed/broadcasted outside the present market with CBS All Access and/or Griffin Interactive Properties and/or other OTT streaming companies.
 Agency and/or Advertiser takes full responsibility, and assumes all liability, that each and any commercial spot/program Advertiser/Agency submits for play on
 a Griffin station is in full compliance with the FCC's CALM Act.
 Closed Captioning assistance for KWTU/KSBI: ph 405-841-9197, fax 405-841-9907, e-mail CaptionProblems@News9.net. Closed Captioning assistance for
 KOTV/KQCW: ph 918-732-6290, fax 918-732-6298, e-mail CaptionProblems@News6.net.

A Convenience Fee of 3.0% will be assessed to each Credit/Debit card payment.

FCC Nondiscrimination Notice: Griffin Communications and its stations do not discriminate in advertising arrangements on the basis of race or ethnicity. Any
 arrangement entered into with an advertiser whose intent is to discriminate in such a manner shall be null and void. In compliance with FCC rules, broadcaster
 includes this nondiscrimination provision in all advertiser arrangements.

INVOICE



Send Payment To:

KQCW-TV
Dept 2046
Tulsa, OK 74182

Invoice #	182189-1	Invoice Month	September 2024
Invoice Date	09/08/24	Invoice Period	08/26/24 - 08/30/24
Advertiser	Bluegrass & Chili Festival		
Product	Test and Win 2024		
Estimate #			

Agency Commission **\$0.00**

Net Amount Due **\$0.00**

Invoice Balance as of 09/10/24 8:58:10 AM CT **\$0.00**

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.
 Griffin Communication's CBS Affiliates, KWTU and KOTV, are members of CBS All Access and TVE. Commercials/Programming may be streamed/broadcasted outside the present market with CBS All Access and/or Griffin Interactive Properties and/or other OTT streaming companies.
 Agency and/or Advertiser takes full responsibility, and assumes all liability, that each and any commercial spot/program Advertiser/Agency submits for play on a Griffin station is in full compliance with the FCC's CALM Act.
 Closed Captioning assistance for KWTU/KSBI: ph 405-841-9197, fax 405-841-9907, e-mail CaptionProblems@News9.net. Closed Captioning assistance for KOTV/KQCW: ph 918-732-6290, fax 918-732-6298, e-mail CaptionProblems@News6.net.

A Convenience Fee of 3.0% will be assessed to each Credit/Debit card payment.

FCC Nondiscrimination Notice: Griffin Communications and its stations do not discriminate in advertising arrangements on the basis of race or ethnicity. Any arrangement entered into with an advertiser whose intent is to discriminate in such a manner shall be null and void. In compliance with FCC rules, broadcaster includes this nondiscrimination provision in all advertiser arrangements.

INVOICE



KXBL
303 N. Boston Ave
Tulsa, OK 74103
Main: (918) 743-7814
Billing:

Property	KXBL	Order #	179434
Invoice #	179434-1	Alt Order #	
Invoice Date	09/08/24	Ext. Opp. ID	
Invoice Month	September 2024	Deal #	
Invoice Period	08/26/24 - 09/06/24	Flight Dates	08/26/24 - 09/08/24
Advertiser	Bluegrass & Chili Festival		
Product	2024		
Estimate #			

Billing Address:

IN House Advertising LLC-Radio
Attention: Accounts Payable
5416 S Yale Ave Ste 350
Tulsa, OK 74135

Send Payment To:

KXBL
Griffin Radio Tulsa, LLC
Dept 2046
Tulsa, OK 74182

Account Executive	Lori Jones
Sales Office	Radio Tulsa
Sales Region	Local
Agency Code	9916238
Advertiser Code	
Billing Calendar	Broadcast
Billing Type	Cash
Special Handling	
Agency Ref	
Advertiser Ref	
Product 1	
Product 2	

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type
1	08/26/24	09/08/24	M-F 6A-10A	M-F 6A-10A	MTWTF--	:30	8	\$60.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 08/26/24 09/01/24 MTWTF-- 8 \$60.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
7	KXBL	M	08/26/24	6:13 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
1	KXBL	M	08/26/24	8:18 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
2	KXBL	Tu	08/27/24	6:17 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
6	KXBL	Tu	08/27/24	7:49 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
3	KXBL	W	08/28/24	8:19 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
4	KXBL	Th	08/29/24	9:13 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
5	KXBL	F	08/30/24	7:31 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
15	KXBL	F	08/30/24	8:52 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 09/02/24 09/08/24 MTWTF-- 8 \$60.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
8	KXBL	M	09/02/24	6:32 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
16	KXBL	M	09/02/24	7:52 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
9	KXBL	Tu	09/03/24	9:53 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
13	KXBL	W	09/04/24	6:53 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
10	KXBL	W	09/04/24	7:50 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
11	KXBL	Th	09/05/24	7:40 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
14	KXBL	Th	09/05/24	8:20 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
12	KXBL	F	09/06/24	8:12 AM	M-F 6A-10A	M-F 6A-10A	:30	BGCF 2024 30	\$60.00 NM
2	08/26/24	09/08/24	M-F 6A-7P	M-F 6A-7P	MTWTF--	:30	10	\$45.00	NM

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.
 Griffin Communication's CBS Affiliates, KWTW and KOTV, are members of CBS All Access and TVE. Commercials/Programming may be
 streamed/broadcasted outside the present market with CBS All Access and/or Griffin Interactive Properties and/or other OTT streaming companies.
 Agency and/or Advertiser takes full responsibility, and assumes all liability, that each and any commercial spot/program Advertiser/Agency submits for play on
 a Griffin station is in full compliance with the FCC's CALM Act.
 Closed Captioning assistance for KWTW/KSBI: ph 405-841-9197, fax 405-841-9907, e-mail CaptionProblems@News9.net. Closed Captioning assistance for
 KOTV/KQCW: ph 918-732-6290, fax 918-732-6298, e-mail CaptionProblems@News6.net.

A Convenience Fee of 3.0% will be assessed to each Credit/Debit card payment.

FCC Nondiscrimination Notice: Griffin Communications and its stations do not discriminate in advertising arrangements on the basis of race or ethnicity. Any
 arrangement entered into with an advertiser whose intent is to discriminate in such a manner shall be null and void. In compliance with FCC rules, broadcaster
 includes this nondiscrimination provision in all advertiser arrangements.

INVOICE

Send Payment To:

KXBL
Griffin Radio Tulsa, LLC
Dept 2046
Tulsa, OK 74182



Invoice #	179434-1	Invoice Month	September 2024
Invoice Date	09/08/24	Invoice Period	08/26/24 - 09/06/24
Advertiser	Bluegrass & Chili Festival		
Product	2024		
Estimate #			

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type
2	08/26/24	09/08/24	M-F 6A-7P	M-F 6A-7P	MTWTF--	:30	10	\$45.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 08/26/24 09/01/24 MTWTF-- 10 \$45.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
1	KXBL	M	08/26/24	12:24 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
6	KXBL	M	08/26/24	5:25 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
2	KXBL	Tu	08/27/24	1:24 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
7	KXBL	Tu	08/27/24	2:51 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
8	KXBL	W	08/28/24	9:55 AM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
3	KXBL	W	08/28/24	10:54 AM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
17	KXBL	Th	08/29/24	12:51 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
4	KXBL	Th	08/29/24	5:53 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
18	KXBL	F	08/30/24	3:22 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
5	KXBL	F	08/30/24	4:52 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 09/02/24 09/08/24 MTWTF-- 10 \$45.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
9	KXBL	M	09/02/24	7:13 AM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
16	KXBL	M	09/02/24	8:51 AM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
10	KXBL	Tu	09/03/24	1:48 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
19	KXBL	Tu	09/03/24	6:45 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
20	KXBL	W	09/04/24	12:50 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
11	KXBL	W	09/04/24	1:51 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
12	KXBL	Th	09/05/24	11:27 AM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
14	KXBL	Th	09/05/24	3:46 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
13	KXBL	F	09/06/24	8:52 AM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
15	KXBL	F	09/06/24	5:25 PM	M-F 6A-7P	M-F 6A-7P	:30	BGCF 2024 30	\$45.00 NM
3	08/26/24	09/06/24	M-SU 6A-12XM	M-SU 6A-12XM	MTWTFSS	:30	10	\$4.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 08/26/24 09/01/24 MTWTFSS 11 \$4.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
16	KXBL	M	08/26/24	7:46 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
4	KXBL	Tu	08/27/24	10:45 AM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
3	KXBL	Tu	08/27/24	9:51 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
6	KXBL	W	08/28/24	1:48 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
5	KXBL	W	08/28/24	3:55 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
17	KXBL	Th	08/29/24	4:25 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
9	KXBL	F	08/30/24	11:51 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
32	KXBL	Sa	08/31/24	8:21 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
12	KXBL	Sa	08/31/24	10:21 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
15	KXBL	Su	09/01/24	5:22 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
13	KXBL	Su	09/01/24	7:21 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.

Griffin Communication's CBS Affiliates, KWTU and KOTV, are members of CBS All Access and TVE. Commercials/Programming may be streamed/broadcasted outside the present market with CBS All Access and/or Griffin Interactive Properties and/or other OTT streaming companies. Agency and/or Advertiser takes full responsibility, and assumes all liability, that each and any commercial spot/program Advertiser/Agency submits for play on a Griffin station is in full compliance with the FCC's CALM Act.

Closed Captioning assistance for KWTU/KSBI: ph 405-841-9197, fax 405-841-9907, e-mail CaptionProblems@News9.net. Closed Captioning assistance for KOTV/KQCW: ph 918-732-6290, fax 918-732-6298, e-mail CaptionProblems@News6.net.

A Convenience Fee of 3.0% will be assessed to each Credit/Debit card payment.

FCC Nondiscrimination Notice: Griffin Communications and its stations do not discriminate in advertising arrangements on the basis of race or ethnicity. Any arrangement entered into with an advertiser whose intent is to discriminate in such a manner shall be null and void. In compliance with FCC rules, broadcaster includes this nondiscrimination provision in all advertiser arrangements.

INVOICE



Send Payment To:

KXBL
Griffin Radio Tulsa, LLC
Dept 2046
Tulsa, OK 74182

Invoice #	179434-1	Invoice Month	September 2024
Invoice Date	09/08/24	Invoice Period	08/26/24 - 09/06/24
Advertiser	Bluegrass & Chili Festival		
Product	2024		
Estimate #			

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type
3	08/26/24	09/06/24	M-SU 6A-12XM	M-SU 6A-12XM	MTWTFSS	:30	10	\$4.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 09/02/24 09/08/24 MTWTF-- 11 \$4.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
23	KXBL	Tu	09/03/24	11:23 AM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
28	KXBL	Tu	09/03/24	12:50 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
20	KXBL	Tu	09/03/24	8:23 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
22	KXBL	Tu	09/03/24	9:44 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
25	KXBL	W	09/04/24	10:50 AM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
26	KXBL	W	09/04/24	8:45 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
21	KXBL	W	09/04/24	11:22 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
29	KXBL	Th	09/05/24	2:27 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
31	KXBL	F	09/06/24	12:53 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
30	KXBL	F	09/06/24	1:25 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
33	KXBL	F	09/06/24	3:23 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$4.00 NM
4	08/26/24	09/06/24	Hoot Owl Talent Fee	VARIOUS	MTWTFSS	:00	1	\$250.00	NS
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 09/02/24 09/08/24 MTWTF-- 1 \$250.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
2	KXBL	F	09/06/24		Hoot Owl Talent Fee	VARIOUS	:00		\$250.00 NS
5	08/26/24	09/01/24	M-SU 6A-12XM	M-SU 6A-12XM	MTWTFSS	:30	1	\$2.00	NM
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> <u>Spots/Week</u> <u>Rate</u> 08/26/24 09/01/24 MTWTFSS 1 \$2.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
1	KXBL	Sa	08/31/24	6:22 PM	M-SU 6A-12XM	M-SU 6A-12XM	:30	BGCF 2024 30	\$2.00 NM
Total Spots							60		

Payment Terms 30 Days

<u>Gross Total</u>	\$2,200.00
<u>Agency Commission</u>	\$330.00
<u>Net Amount Due</u>	\$1,870.00
<u>Invoice Balance as of 09/10/24 9:58:01 AM CT</u>	\$1,870.00

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.
 Griffin Communication's CBS Affiliates, KWTW and KOTV, are members of CBS All Access and TVE. Commercials/Programming may be
 streamed/broadcasted outside the present market with CBS All Access and/or Griffin Interactive Properties and/or other OTT streaming companies.
 Agency and/or Advertiser takes full responsibility, and assumes all liability, that each and any commercial spot/program Advertiser/Agency submits for play on
 a Griffin station is in full compliance with the FCC's CALM Act.
 Closed Captioning assistance for KWTW/KSBI: ph 405-841-9197, fax 405-841-9907, e-mail CaptionProblems@News9.net. Closed Captioning assistance for
 KOTV/KQCW: ph 918-732-6290, fax 918-732-6298, e-mail CaptionProblems@News6.net.

A Convenience Fee of 3.0% will be assessed to each Credit/Debit card payment.

FCC Nondiscrimination Notice: Griffin Communications and its stations do not discriminate in advertising arrangements on the basis of race or ethnicity. Any
 arrangement entered into with an advertiser whose intent is to discriminate in such a manner shall be null and void. In compliance with FCC rules, broadcaster
 includes this nondiscrimination provision in all advertiser arrangements.



Rachel Jackson

Founder, CEO

Graphic Designer, Web Designer,
Art Director, Video Editor, Photographer
Marketing Representative

918.844.9999 | rachel@diverseenvisions.com
www.diverseenvisions.com

Invoice #2056 | Sept 12th, 2024

Blue Grass Chili Festival

Kimberly Bush
918.894.1426
Kimberly@inhouseadvertisingtulsa.com

Video Edit

Update of last year promo video
Elements given

Total Cost: \$150

Payment Methods:

Paypal: rachel@diverseenvisions.com

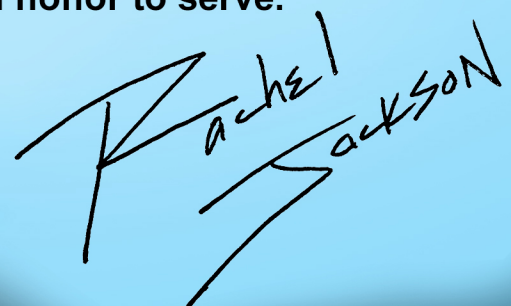
Venmo: @Rachel-Jackson-211

Cash app: \$rachelmjackson

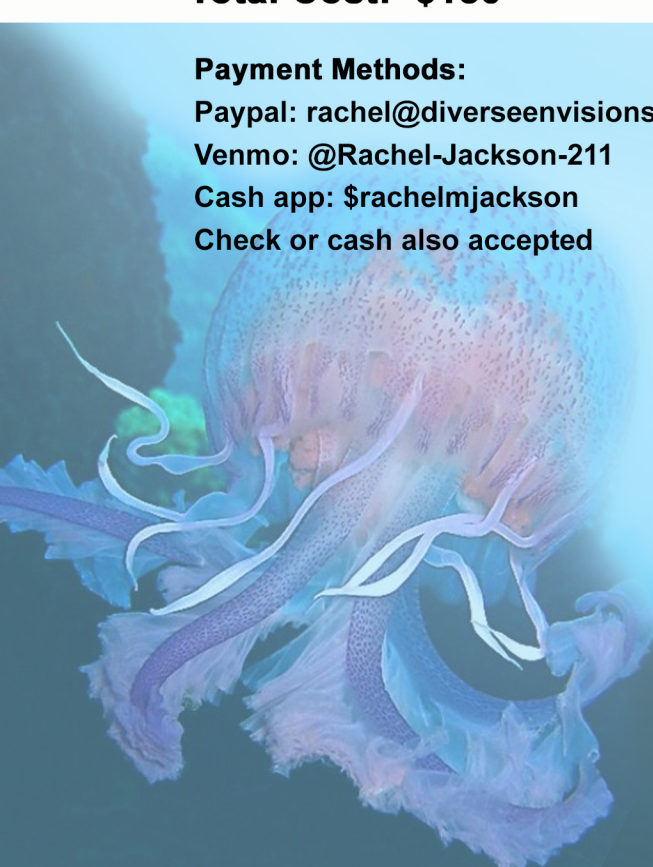
Check or cash also accepted

THANK YOU!

It is an honor to serve.



Rachel Jackson





200 NE 4th

QUOTATION SUBMITTAL



Firm or Corporation Name:

Kustom Kutts Lawn Care

Mailing Address:

12091 S. 4220 R.D.

City/State/Zip: Contact Person: Title:

Claremore OK 74017 Owner/Operator

Phone/Cell: E-Mail:

(918) 557-5566

brookholder317@gmail.com

Property: 200 NE 4th

Remove all vegetation, downed trees and limbs— make to a mowable state. Leave Mature Trees

(See previous page)

REEVES ADDITION BLK A N 141.1' aka 200 NE 4TH

Amount: \$1,200.00

Completion Date: Oct 8-2024

Please attach copy of liability insurance form.

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

Jonathan E. Brookholder
Name

Sept-24-2024
Date

City of Pryor Creek, Oklahoma Abatement

Site Characteristics

ADDRESS: 200 NE 4TH

LEGAL: Remove vegetation, downed trees and limbs – make to a mowable state. Leave Mature Trees (See previous page)
REEVES ADDITION BLK A N 141.1'

OWNERS: JESUS AND NADINE VELASQUEZ

COMMENTS: Remove all vegetation, downed trees and limbs; and restore lot to a mowable grade. Pictures attached.



Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-59294

QUOTED TO:

CUS102271
PRYOR FIRE DEPT
PO BOX 1167
PRYOR OK 74362-1167
UNITED STATES
MAYES

SHIP TO:

PRYOR FIRE DEPT
833 S ELLIOTT ST
PRYOR OK 74361-6427
UNITED STATES
MAYES

Valid Through	Sales Rep	Terms	PO #	Shipping Method
3/31/2025	Eric Rohleder	PP - Prepaid		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KSM-200K1	KeySecure® 5, 1 MKEY, 1 PLUG, WIFI, ETHERNET, USB, W/ ANT.	2	EA	\$1,034.00	\$2,068.00
Installation Address: Primary System Code Role: PS-12-0036-06-02-BOXES					
KLS-MB-60	MOUNTING BRACKET 60° ANGLE, KeySecure® 5 & 6	2	EA	\$80.00	\$160.00
Installation Address: Primary System Code Role: PS-12-0036-06-02-BOXES					
SMS-1001C1	1YR. KnoxConnect™ Cloud License 1-6 devices	1	EA	\$584.00	\$584.00
Installation Address: Primary System Code Role: PS-12-0036-06-02-BOXES					

Subtotal	\$2,812.00
Tax Amount	\$220.02
Shipping and Handling	\$49.00

Total	\$3,081.02
--------------	-------------------



QT-KA-59294

Terms and Conditions

All pricing is subject to change and is based on a quantity order to be shipped all at one time. Prices quoted are valid through the "Valid Through" date shown. All shipping and handling fees, if provided, are estimates based upon ground service to the address shown above. Knox will provide you a firm cost for shipping and handling fees when order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

SALES TAX DISCLAIMER: Knox is required to collect sales tax for purchases made: in all US states/commonwealths (except DE, HI, MT, NH, and OR); in the District of Columbia; in Canada; and in other countries and other US territories/jurisdictions as mandated by local law. Where applicable, Knox will charge sales tax unless you have a valid sales tax exemption certificate on file with Knox. If you are sales tax exempt, you must provide us with an exemption certificate at the time the order is placed.

Please Submit a Completed Customer Information Form to Setup Invoicing.

Please submit a purchase order form.



OKLAHOMA EMERGENCY MANAGEMENT PERFORMANCE GRANT

Agreement and Application Packet



PREPAREDNESS
RESPONSE
RECOVERY
MITIGATION

Oklahoma Department of Emergency Management

Fiscal Year 2024 Emergency Management Performance Grant (EMPG) Program

Annual Program Funding Opportunity

Note: All Annual Program grants must complete and submit the Notice of Intent (NOI) form to OEM no later than 8/16/2024. No applications will be approved without an NOI or accepted past the deadline. Exception for training grant special circumstances deemed in agreement with regional coordinator, grant manager and director.

Table of Contents

Program Description	2
Section 1. Grant Agreement and Guidance	4
Section 2. Program Details and Dates	5
Section 3. General Provisions	5
Section 4. Amendments	5
Section 5. Eligibility Information	5
Section 6. Scope of Work	7
Planning and Preparedness	7
Training and Exercises	7
EMPG Required Training	8
Training and Conference	8
Section 7. Quarterly Reporting	9
Section 8. Authorized Representatives	10
Section 9. Funding Guidelines	10
Authorized Expenditures	10
Unauthorized Expenditures	11



Section 10. Subgrant Administration Requirements	12
Section 11. Payment Terms	12
Section 12. Overmatch Funds.....	13
Section 13. Award Reduction or De-obligation.....	13
Section 14. Suspension of Subgrant / Debarment from Future Awards	13
Section 15. Duration and Closeout	13
Section 16. Audit Clause.....	14
Section 17. Non-Collusion	14
Section 18. Federal Agreement Articles.....	14
Section 19. Monitoring, Compliance and Certification Requirements	14
Monitoring	14
Compliance	15
Certifications	15
Appendix 1. Application Process	16
Appendix 2. Required Application Documents.....	17

PROGRAM DESCRIPTION

Issued By: Oklahoma Department of Emergency Management (OEM)

**Program Title: Fiscal Year 2024 Emergency Management Performance Grant
– EMT-2022-EP-00006/EMT-2024-EP-05005**

- | | |
|---|---|
| ▪ CFDA/Assistance Listings Number: 97.042 | ▪ State Project Title: Project 2: Local Program Pass Through |
| ▪ Grant Type: Subrecipient-Annual and Special Project | ▪ Funding Opportunity Title: FY 2024 Emergency Management Performance Grant Annual Subgrant and Training Grant Program |
| ▪ Announcement Type: Agreement | |
| ▪ Program Category: Preparedness: Emergency Management | |

ADMINISTRATIVE GUIDANCE

The following references provide the legal aspects governing submittal for and receipt of federal grant funds. Please see “Monitoring, Compliance and Certification Requirements” section for more information.

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5121 et. Seq. (the Stafford Act)
- Post-Katrina Emergency Management Reform Act of 2006, as amended, 6U.S.C. § 762
- FEMA Preparedness Grants Manual
- DHS/FEMA NOFO FY 2024 EMPG Program
- Title 2, Code of Federal Regulations (CFR)
- U.S. Department of Homeland Security Presidential Directive 5 (HSPD-5)
- Oklahoma Emergency Management Act 2003, 63 O.S. 683. 1 et. Seq.
- State Administrative Plan adopted by the Oklahoma Department of Emergency Management (OEM)

SECTION 1. GRANT AGREEMENT AND GUIDANCE

OVERVIEW

The U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) manages the EMPG at the federal level. The Oklahoma Department of Emergency Management Agency (OEM) serves as the State Administrative Agency (SAA) and is responsible for applying to FEMA for EMPG funding, accepting the federal award, and administering the grant funds.

GUIDANCE

This guide incorporates grant information and regulations from Federal, State and other resources that are managed by OEM acting as the SAA. The requirements in this guide are effective starting with the period of performance of October 1, 2024. This guide is not intended to supersede or replace any federal regulations or guidance.

In addition to this manual, Subrecipients and their fiscal officers should ensure compliance with all federal requirements.

AGREEMENT

A grant agreement is required to be executed for each grant award. This is a legally binding agreement between the Subrecipient and the Oklahoma Department of Emergency Management. The agreement contains general terms and conditions, scope of services, grant expiration date, reporting requirements, grant amount and payment method, as well as any special provisions.

As part of the Local Program / Pass-Through Funding Project, OEM is presenting the Annual Program Opportunities to county, municipal, and tribal jurisdictions to fund and/or reimburse, for director and/or emergency management staff salaries.

As part of the Local Program / Pass-Through Funding Project, OEM is presenting the FY2024 EMPG training grant to county, municipal, and tribal jurisdictions to reimburse emergency management related conferences, workshops or trainings attended by their paid emergency management personnel. This is for hotel/travel fees for the duration of the conference/training and the registration fees required to attend the event.

SECTION 2. PROGRAM DETAILS AND DATES

1. Available Funding: \$1.8 million	6. Period of Performance (PoP): 12 Months
2. Match Requirement: 50/50	7. Projected PoP Start Date: October 1, 2024
3. Match Distribution: Annual-50% Local/ 50% Federal Training-no match requirement	8. Projected PoP End Date: September 30, 2025
4. NOI End Date: August 16, 2024	9. Projected Close-Out Date: December 31, 2025
5. Projected Application Due Date: November 1, 2024	10. Funding Instrument Type: Grant - Annual

SECTION 3. GENERAL PROVISIONS

1. All work shall be completed in a professional manner and in compliance with all applicable laws.
2. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
3. The Subrecipient warrants that it is adequately insured for injury to its employees and others incurring loss or injury because of the acts of the Subrecipients or its employees or agents.
4. The Subrecipient agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma and are not authorized to obligate the State of Oklahoma, its employees, or agents.
5. The Standard Assurances for Federal Funds submitted by the Subrecipient, as part of their application package, are hereby referenced and incorporated into this agreement.

SECTION 4. AMENDMENTS

Any alterations or deviations to this agreement shall be executed only upon written agreement of both parties and if there is a change to the agreement award for such alteration or deviation, it shall be noted.

SECTION 5. ELIGIBILITY INFORMATION

ELIGIBLE APPLICANTS

Emergency Management Programs associated with Municipal, County, and/or Tribal Governments. These programs are determined through the presence of a listed Emergency Manager / Director within the OEM Emergency Manager Directory by the time of NOI submission.

APPLICANT ELIGIBILITY CRITERIA

To be eligible for the Oklahoma Emergency Management Performance Grant (EMPG) Annual Subgrant Program, the local jurisdiction, also referred to as the "Subrecipient", must meet the following eligibility requirements:



1. The Subrecipient must have a paid Emergency Management Director, either full or part-time, who works at least 20 hours a week, and is employed as defined under Oklahoma State Statute, Title 63-683.11 to 13, Emergency Management Compact and the Fair Labor Standards Act.
2. The Subrecipient must have a current and existing Emergency Management Program. These programs must have the capability and capacity to fully complete the Scope of Work in Section 6.
3. EM Program **salary and fringe** expenses directed to the program must be sufficient to meet match and award requirements. The EMPG is based on a **50/50** match (50% local and 50% federal).

The Subrecipient cannot replace the Emergency Management Program's budget with EMPG funds. FEMA's non-supplanting requirement states that grant funds must never replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Grant funds should increase the overall amount of resources available, and Subrecipients must ensure that the current overall level of funding to support objectives (absent exigent circumstances) is not reduced because of Federal funds. *Note: Budgeting for matching funds is not considered supplanting and is allowable under the EMPG Program as long as it is clearly identified as such.*

4. Grant funds and/or grant matching funds may not be used for costs to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
5. A facility or location must be designated as the Subrecipient's Emergency Operations Center (EOC) with the capacity to coordinate response efforts and resource capabilities in the event of an incident.
6. Maintain a 24-hour point of contact who will promptly report to the State Emergency Operations Center (SEOC) Duty Officer at 1-800-800-2481, all significant impacting events happening within the jurisdiction, per State Statute, Title 63-683.11. E.
7. Maintain a current Emergency Operations Plan (EOP) to be updated and/or reviewed annually, per State Statute, Title 63-683.11. D.
8. The jurisdiction must ensure to have an active registration for a Unique Entity Identifier (UEI) through SAM.gov prior to application submission and throughout the duration of the Period of Performance. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct.
9. The jurisdiction must ensure and maintain the adoption and implementation of the National Incident Management System (NIMS) through annual reporting. Additional information regarding NIMS implementation, training, and online form can be found on the [Oklahoma Office of Homeland Security website](#).

In addition to NIMS adoption and implementation, special project sub-recipients are encouraged to begin planning for National Qualification System (NQS) implementation efforts at the State and jurisdictional levels.



SECTION 6. SCOPE OF WORK

The following five (5) activities are the **minimum** requirements that shall be completed by the Subrecipient for annual grant.

Planning and Preparedness

1. *Quarterly All-Hazard, Whole Community Planning Group Meetings*

An All-Hazard, Local Emergency Planning Group within your jurisdiction will be formed or continued, to promote the “whole community” concept of planning. Meetings must be conducted quarterly at a minimum. In the case that meetings are not conducted in person due to an unforeseen circumstance, online meetings are allowed and encouraged.

Note: Regional Emergency Management Meetings do not fulfill this requirement.

2. *Emergency Operations Plan*

The Subrecipient must have an Emergency Operations Plan (EOP) to participate in the EMPG program. The All-Hazard, Whole Community Planning Group will be directly involved in the quarterly planning and updates of the Subrecipient’s EOP. The EOP will be updated in accordance with the Comprehensive Preparedness Guide (CPG) 101 Version 3.0 (2021).

3. *Attendance of the Annual Oklahoma Emergency Management Conference*

The Emergency Management Director or designee must attend the Annual Oklahoma Emergency Management Conference for its duration.

4. *Recommended Attendance of the Regional Workshop*

The OEM, in conjunction with the Oklahoma Emergency Management Association (OEMA) Area Vice President, and local Emergency Managers within the region, will host a Regional Workshop. The Emergency Management Director or designee is recommended to attend their Region’s Workshop in its entirety.

Training and Exercises

5. *Two (2) Exercises of Any Type-must include IPAWS*

The Subrecipient must conduct two (2) exercises of any type annually within their jurisdiction. The exercises should be based on local-approved plans, including but not limited to the Emergency Operations Plan (EOP), Hazard Mitigation Plan, Recovery / Maintenance Plans, etc. The types of exercises are Seminars, Workshops, Tabletops, Games, Drills, Functional, and Full – Scale, and they can be conducted as stand-alone events or in conjunction with an event such as the local planning meeting. All exercises must comply with the Homeland Security Exercise and Evaluation Program (HSEEP) requirements and format. HSEEP guidance can be found at:

[Homeland Security Exercise and Evaluation Program \(HSEEP\) \(fema.gov\)](https://www.fema.gov/hseep)

Note: OEM and/or regionally hosted exercises, such as WebEOC Drills and Regional Coordination, will not fulfill this requirement. These exercises must exercise the Subrecipient's jurisdictional Emergency Operations Plan. Per FEMA, exercises must include "objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System (IPAWS)."

The following are the **minimum** training requirements that shall be completed by the Subrecipient for both annual and training grants.

EMPG Required Training

All EMPG program-funded personnel are expected to be trained emergency managers. For clarification, "trained emergency managers" means that the funded individual holds a position in the county Emergency Operations Center and has met the requisite training required for that position, as well as meets the grant-required training as outlined below. This must be completed within one (1) year of their hire date. This includes all courses listed in Group 1, and either all the courses in Group 2 (Independent Study Online- Personal Development Series) **or** all the courses in Group 3 (Basic Academy). Please see the table below regarding these required courses.

Group 1		
• IS – 100 (any version) • IS – 200 (any version)		• IS – 700 (any version) • IS – 800 (any version)
Group 2		Group 3
• IS – 120 version a or newer • IS – 230 version d or newer • IS – 235 version b or newer • IS – 240.b • IS – 241.b • IS – 242.b • IS-244.b	O r	• IS – 230 version d or newer • E / L 101 • E/L 102 • E/L 103 • E/L 104 or 146 • E/L 105

It is recommended that all Emergency Management personnel complete the following three (3) courses: ICS – 300 Intermediate ICS for Expanding Incidents, ICS – 400 Advanced Command and General Staff-Complex Incidents, and G – 191 ICS EOC Interface within the grant's period of performance.

If your jurisdiction has personnel that fill an NQS position, you must work toward achieving the Phase 2 National Qualification System (NQS) implementation objectives. For more information, please email empg@oem.ok.gov.

The following are the **minimum** requirements that shall be completed by the Subrecipient for the training grant.

Training/Conference Attendance

Measurement Methods / Required Documentation:

2. *Proof of Payment:* including but not limited to a \$0 balance invoice, purchase orders, receipts, etc from the jurisdiction. Reimbursements will be made to the jurisdiction and not individual personnel.
3. *Proof of Attendance:* certificates, agendas, etc
4. *Semi-Annual reporting:* mid-year and final evaluations to be submitted via EMGrants.

Note: Waiver for Scope of Work line items are not permitted for a training grant.

SECTION 7. QUARTERLY REPORTING

Program Payroll with supporting documents must be submitted quarterly to OEM via the OK EMGrants platform. It is highly recommended that each item be submitted via EMGrants with the quarter in which it is completed and all items not be submitted at the end. OEM reserves the right to withhold or offset grant funds for non-compliance with this reporting requirement.

Please Note: If extraordinary circumstances prevent a jurisdiction from meeting the requirements, the Subrecipient must obtain a Scope of Work Waiver from their Regional Coordinator for each occurrence and may be subject to approval by the OEM Agency Director and/or Operations Program Manager.

Measurement Methods / Required Documentation for Annual Grant:

1. *Quarterly All-Hazard, Whole Community Planning Group Meetings (LEPC):* Dated sign-in sheets for each quarterly meeting and minutes agenda for each quarterly meeting. EOP planning should be reflected within these minutes. These documents must be submitted each quarter.
2. *Emergency Operations Plan:* An EOP approval page or EOP attestation letter signed annually by each of the Annexes or ESF representatives and the Subrecipient's highest elected (officials).
3. *Attendance of the Annual Oklahoma Emergency Management Conference:* A copy of the sign-in sheets will be provided by the regional coordinator to verify attendance.
4. *Recommended Attendance of the Regional Workshop:* A copy of the sign-in sheets will be provided by the regional coordinator to verify attendance.
5. *Two (2) Exercises of Any Type:* A copy of the Subrecipient After Action Report and Improvement Plan (AAR / IP) for each exercise must be submitted to OK EMGrants.

Measurement Methods / Required Documentation for Training Grant:

6. *Proof of Payment:* including but not limited to a \$0 balance invoice, purchase orders, receipts, etc from the jurisdiction. Reimbursements will be made to the jurisdiction and not individual personnel.
7. *Proof of Attendance:* certificates, agendas, etc
8. *Semi-Annual reporting:* mid-year and final evaluations to be submitted via EMGrants. The mid-year evaluation must be submitted no later than April 15, 2025. The Final evaluation may be submitted once you have completed the training grant or no later than October 15, 2025.

Measurement Methods / Required Documentation for Annual and Training Grant:

9. *EMPG Required Training*

- a. Submit either FEMA Transcript and/or FEMA Course Certificates proving the completion of course work for all paid emergency management staff must be turned in with the application, except for personnel that has not reached their one (1) year anniversary as a paid employee.
- b. The new staff members will have until the end of the grant cycle following their work anniversary to submit their training documentation.
- c. Unless otherwise stated, only the listed versions or newer of the courses listed are accepted. Any other version, aside from Group 1, will fulfill this requirement.

SECTION 8. AUTHORIZED REPRESENTATIVES

The Agency Director of the Oklahoma Department of Emergency Management and the Subrecipient's Director of Emergency Management or Point of Contact shall be the authorized representatives to complete work and negotiate changes to this agreement. On a form provided by OEM, the Subrecipient will identify a Director of Emergency Management, an alternate point-of-contact (such as a deputy director), and the Subrecipient's official mailing address.

SECTION 9. FUNDING GUIDELINES

EMPG Subgrant funds can only be used for the purposes set forth in this contract. All EMPG Subgrant fund expenditures must be accounted for and follow this funding guidance.

It is the Recipient's intent to supplement, **not supplant**, city, county, and tribal Emergency Management program funds. This can only be achieved by the commitment and compliance of EMPG Subrecipients.

AUTHORIZED EXPENDITURES

Operations

Allowable salary expenditures include the following employer-paid expenses for approved emergency management positions:

- Gross earnings – no salary cap/maximum exists, Federal Insurance Contributions Act (FICA), Retirement, Health insurance, Life insurance, Dental insurance, and Vision insurance



Positions

- Copies of all position descriptions for personnel paid with federal EMPG grant funds must be submitted with the application. A Subrecipient may request a change to a position classification. This classification or title change must remain eligible under the EMPG program. Any and all changes to position descriptions shall be submitted to empg@oem.ok.gov
- Any personnel paid with federal EMPG grant funds who hold other county positions/duties shall be reimbursed only the percentage/hours that direct EMPG duties are performed. A personnel certification form certifying partial funding percentage/hours shall be included with payroll each quarter.

Training Grant

- Reimbursement for emergency management related conferences, workshops or trainings attended by their paid emergency management personnel. This is for hotel/travel fees for the duration of the conference/training and the registration fees required to attend the event.
 - Reimbursements will be made to the jurisdiction and not individual personnel.

UNAUTHORIZED EXPENDITURES

ASIDE FROM SALARY/MATCHING BENEFITS, NO OTHER EXPENDITURES ARE PERMITTED WITH THIS ANNUAL GRANT FUNDING. EXPENSES NOT EXPRESSLY ALLOWED ARE PROHIBITED.

- a. Grant funds must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- b. Expenditures for weapons systems and ammunition;
- c. Costs associated with hiring, equipping, training, etc. sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties;
- d. Costs that supplant traditional public safety positions and responsibilities;
- e. Activities and projects unrelated to the completion and implementation of the EMPG Program; or
- f. Clothing used for everyday wear by emergency management employees or other personnel.
- g. Prohibited personnel costs include the following for approved emergency management positions: Any additional hours worked above and beyond the regular normal hours, including call time, additional hours/overtime paid at the straight or premium rate, and extra pay for hours worked on a scheduled day off or holiday; Leave payout; Bonus; Stipend; Longevity; Administrative fees; Stop Loss Insurance; Any elective contributions or donations; Health Savings Account (HSA) Contributions (Employee Deductions or Employer Match); "Thank you" gifts/souvenirs/awards/dinner or worker's compensation insurance.

ASIDE FROM HOTEL, TRAVEL EXPENSES AND REGISTRATION REIMBURSEMENT, NO OTHER EXPENDITURES ARE PERMITTED WITH THIS TRAINING GRANT FUNDING. EXPENSES NOT EXPRESSLY ALLOWED ARE PROHIBITED INCLUDING THOSE IN THE JURISDICTION'S TRAVEL POLICY.

SECTION 10. SUBGRANT ADMINISTRATION REQUIREMENTS

1. Any tasking the Oklahoma Department of Emergency Management receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Subrecipient shall also be considered as part of the required tasking elements under the EMPG Subgrant.
2. The FY24 EMPG Subgrant is a performance-based grant. To ensure EMPG requirements compliance, each Subrecipients performance shall be monitored. The Subrecipient must have an active project and should be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of OEM. The field visits shall be conducted at a mutually agreed date, time, and location during each quarter.
3. Within fifteen (15) days following the end of each quarter the EMPG Subrecipient will submit via OK EMGrants a quarterly report to OEM.

Quarter	Start Date	End Dates	Due Date
1 st Quarter	October 1, 2024	December 31, 2024	January 15, 2025
2 nd Quarter	January 1, 2025	March 31, 2025	April 15, 2025
3 rd Quarter	April 1, 2025	June 30, 2025	July 15, 2025
4 th Quarter	July 1, 2025	September 30, 2025	October 15, 2025

Training Grant

Mid-year and Final evaluations to be submitted via EMGrants. The mid-year evaluation must be submitted no later than April 15, 2025. The Final evaluation may be submitted once you have completed the training grant or no later than October 15, 2025.

SECTION 11. PAYMENT TERMS

All payments will be contingent upon the Subrecipient's payment requests and supporting documentation. Reimbursements will be issued electronically via ACH based on the information provided in EMGrants (Oklahoma §62 Section 34.64.H). ***All requests for payroll reimbursement must include system generated payroll report as receipt for validation.***

Payment in the amount of 25% of the awarded FY24 EMPG Subgrant will be made by OEM, after the due date listed above. Reimbursements will be processed after the Quarterly Reports and supporting documentation are received and reviewed for compliance. Payment will not be made until the terms of the agreement have been met and affirmed by OEM.

Payment requests will be processed within 30 days after being submitted. If any holds are made, the subrecipient will be notified by email through EMGrants.

All payroll documentation must have redacted all Personal Identifiable Information (PII) prior to the submission of the document with the exception of the employee's name. The follow PII information required to be redacted include the person's:

- a. Personal/ Home address
- b. Personal/Home phone number
- c. Social Security Number (SSN)
- d. Passport Information
- e. Driver's License Number
- f. Credit Card Number
- g. Any other personal identification numbers

SECTION 12. OVERMATCH FUNDS

The Subrecipient will provide quarterly payroll and fringe benefit reports with each quarterly report. Salary and fringe benefits amounts will be used to meet Subrecipients' 50/50 match requirements. The Subrecipient agrees that OEM may use its overmatch to meet its own match requirements.

The Subrecipient may request to retain a portion of its Overmatch by written request and written approval by OEM. The Subrecipient agrees to follow the Code of Federal Regulations (2 CFR) and the FEMA Fiscal Year 2024 Emergency Management Preparedness Grant (EMPG) Notice of Funding Opportunity (NOFO) guidelines. The jurisdiction further agrees that overmatch funds provided to OEM cannot be used to match any other Federal Funds.

SECTION 13. AWARD REDUCTION OR DE-OBLIGATION

If the Subrecipient fails to complete or adhere to the financial or performance-based Subgrant requirements, the award amount is subject to a reduction or full de-obligation. This includes the lack of funding match, incomplete quarterly reports, and/or consistently late submissions of required documentation.

SECTION 14. SUSPENSION OF SUBGRANT / DEBARMENT FROM FUTURE AWARDS

If the Subrecipient fails to complete the agreed scope of work, they may be barred from participation in the Subgrant program and/or Special Project opportunities for the following Federal Fiscal Year.

SECTION 15. DURATION AND CLOSEOUT

This agreement shall be in full force and effect on October 1, 2024, for both parties and terminate on September 30, 2025. Either party may cancel this agreement by providing 15 days' notice in writing to the other party. OEM may at its discretion extend the term of the closeout of this agreement. If approved, extensions are typically approved for no more than a 30-day period.

Grant funds not expended by the end of the performance period are subject to de-obligation. This de-obligation will occur after all submitted back up documentation for all projects have been approved and final reimbursement processed.

SECTION 16. AUDIT CLAUSE

In accepting this agreement, the Subrecipient agrees to this audit clause which provides that books, records, documents, accounting procedures, practices, or any other items of the Subrecipient relevant to the agreement are subject to examination by the Federal Emergency Management Agency, the Oklahoma Department of Emergency Management, Oklahoma Office of Homeland Security, the State of Oklahoma, and the State Auditor and Inspector.

SECTION 17. NON-COLLUSION

In accepting this agreement, the Subrecipient acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.

SECTION 18. FEDERAL AGREEMENT ARTICLES

A list of federal agreement articles relating to EMPG FY24 can be located on the EMGrants website here: [website](#)

SECTION 19. MONITORING, COMPLIANCE AND CERTIFICATION REQUIREMENTS

OEM is responsible for monitoring Subrecipient activities. In accordance with regulations cited in 2 C.F.R. Part 200, The purpose of grant monitoring is to ensure that both financial and programmatic aspects of the program are being administered properly and records are being maintained in accordance with applicable regulations. It is also used to render technical assistance, as necessary.

The monitoring levels consist of programmatic reviews and on-site program/compliance reviews. Contacts with Subrecipients are documented and filed. To comply with Federal and State regulations, subrecipients must fully and accurately complete all areas of reporting and do so in a timely manner. Failure to do so could result in limitation of funds or prohibit future funding requests.

Submitted documentation shall be maintained by the Subrecipient and OEM for a minimum of seven (7) years and shall be compliant with 2 CFR 200.334 and Oklahoma state law. In the event the receipt of the progress report is 30 or more days delinquent, it may result in the notification of the Chief Elected Official. If the reporting for two (2) quarters is simultaneously delinquent or incomplete, it can result in Award Reduction or administrative close-out of the grant.

MONITORING

As noted above, subrecipient monitoring is carried out through programmatic reviews and on-site program/compliance reviews. Programmatic reviews are completed each quarter through review of

submitted quarterly reports. For a site visit, the OEM monitoring team physically visits a subrecipient to assess processes and review relevant documentation.

Programmatic Monitoring

Programmatic monitoring consists of a financial and programmatic review. Much of the monitoring is conducted by reviewing Subrecipient records submitted through EMGrants. Subrecipients may be asked to submit additional items requiring review. After each review, a checklist is submitted to keep the subrecipient aware of what will be needed next quarter.

On-Site Monitoring

On-site monitoring consists of a financial and programmatic review. This may be scheduled following late quarterly reporting or other non-compliance issues identified during the grant period. The reviewer will complete an on-site monitoring form with the subrecipient and submit via EMGrants. If a Correction Action Plan is deemed necessary, the information will be provided to the subrecipient detailing resolution steps, timelines, and responsibilities via EMGrants.

COMPLIANCE

If the subrecipient receives \$1,000,000 or more in federal funding during a subrecipient's fiscal year, they are responsible for compliance with the provisions of 2 CFR 200.501. The Subrecipient shall submit a copy of their audit to the Oklahoma Department of Emergency Management and/or upload it into the Federal Audit Clearinghouse.

All applicants are required to upload and submit a copy of their most recent audit documentation at the time of application.

Commingling is the mixing or blending of funds so that expenditures cannot be identified to a particular grant, project, or indirect activity. FEMA requires that recipients of Federal grant funds utilize financial systems that provide for effective control over and accountability for all funds, with separate accounts established for each project. The accounting systems of all Subrecipients must ensure that agency funds are not commingled with funds from other Federal agencies. Each award must be accounted for separately. Subrecipients are prohibited from commingling funds on either a program-by-program or project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another. Where a Subrecipient's accounting system cannot comply with this requirement, the Subrecipient shall establish a system to provide adequate fund accountability for each project it has been awarded.

CERTIFICATIONS

Grant funds may not be used for matching funds for Federal grants, cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings. Applicants will be required to review and provide acceptance of the [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters Form](#) at the time of application. Acceptance of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 C.F.R. Part 17, "Government-wide Debarment and Suspension (Non-procurement)

Additionally, EMPG Subgrant funds may not be used to sue the Federal government or any other government entity.

You must fully review and understand the above compliance requirements as you will be asked to certify this in your application.

APPENDIX 1. APPLICATION PROCESS

Applicants are required to submit their grant application via EMGrants. This is OEM's online grants management website. You may refer to the [current checklist](#) of information required at time of application. The EMPG Application is located on the [EMPG Resource Center](#). Should you not have the ability to apply online, please email empg@oem.ok.gov for assistance.

SUBMISSION PROCESS

OEM will notify eligible applicants via email regarding the opening and closing dates of the grant application period within EMGrants system. Each application must be completed and submitted by the application closing date. Early submissions are always encouraged.

An application that is not completed within the established application period or that is incomplete cannot be accepted.

REVIEW PROCESS

Each application will be reviewed to ensure completion. During the review process, the Subrecipient may be required to correct or clarify items contained within the application. The Subrecipient should identify a single point of contact to answer any questions related to its application.

Items that may be reviewed:

- All documents located on [checklist](#) are submitted
- Submission of NOI by close date
- Documents are complete and include all required information: signatures, dates, and notary seals
- Single audit reports are submitted
- Copies of all position descriptions for personnel paid with federal EMPG grant funds (See section 9 above)
- Presence and activity in sam.gov, OEM EM Directory and OKEMGrants

APPENDIX 2. REQUIRED APPLICATION DOCUMENTS

Below are the documents required to complete the FY 2024 EMPG application. All documents are required to be uploaded into OK EMGrants no later than November 1, 2024, to be accepted.

1. State of Oklahoma Designation of Subrecipient Agent
2. Delegation of Authority for a request for payment (Optional)
3. Assurances and Certifications
4. Elected Official, City Manager, Tribal Officials Signature Page
 - a. Must have signatures and notary seal
 - b. Must mark if completing annual grant, training grant or both

Please provide the following documents:

5. FEMA transcript(s) and FEMA Course certificates for all emergency management staff
6. Copies of all position descriptions for personnel paid with federal EMPG grant funds and percentage of amount spent on grant Ex. Director 100% Deputy Director 50%
7. The Subrecipient's NIMS Compliance Certificate
8. The Subrecipients latest single audit report
9. The Subrecipients latest Emergency Operations Plan

For templates or further information, visit the [EMPG resource page](#) on OK EMGrants.

To register or access OK EMGrants, please navigate to <https://ok.emgrants.com/>. Near the log in section, please click the grey register button. You'll be prompted to fill out an online registration form.





State of Oklahoma Designation of Subrecipient

Subrecipient (Jurisdictional) Information

Name of Subrecipient:	City of Pryor Creek
Physical Address:	12 N Rowe St Pryor, Ok 74361
Mailing Address (if different):	
Unique Entity Identifier (UEI):	73-6005386

Subrecipient Emergency Management Director (Primary Contact)

Name:	Johnny Janzen	Agency:	Emergency Management
Office Physical Address:	12 N Rowe St Pryor, Ok 74361		
EOC Address (if different):			
Office #:	918-825-4650	Cell#:	918-530-6114
Email Address:	mayescountyem@yahoo.com		

Subrecipient Emergency Management Alternate (Secondary Contact)

Name:	Mike Dunham	Agency:	Emergency Managment
Office Physical Address:	12 N Rowe St Pryor, Ok 74361		
Office #:	918-825-4650	Cell#:	918-824-5706
Email Address:	mayescountyem2@gmail.com		

Certification

The above Primary and Secondary contacts are hereby authorized as the Subrecipient's point of contact (POC) for the EMPG period of performance. The above-designated points of contact are further authorized to take such action, prepare required documentation, and attend meetings (i.e., applicant briefing or kick-off meetings) as may be required on behalf of the Subrecipient until contrary notice is given to OEM.

Governing Body (Jurisdiction):	City of Pryor Creek		
Certifying Official:			
Title:	Mayor		
Office #:	918-825-0888	Email Address:	doylez@pryorcreek.org

Delegation of Authority

(Optional)

Fiscal Year 2024 Emergency Management Performance Grant (EMPG) Program

By means of this document, I, Zac Doyle, hereafter
known as "the Delegating Official," delegate the authority herein described to Johanny Janzen, hereafter
known as "the Delegate," on the following terms and conditions:

1. The Delegate may request reimbursement(s) under the Emergency Management Performance Grant contractual agreement for an amount not to exceed the award amount within the period of performance.
2. This delegation remains effective for the duration of the FY 2024 EMPG Grant Period of Performance unless revoked in writing by the Delegating Official.
3. The authority delegated is not subject to sub-delegation without the prior and express written consent of the Delegating Official.

Signature, Delegating Official

[Signature]
Signature, Delegate

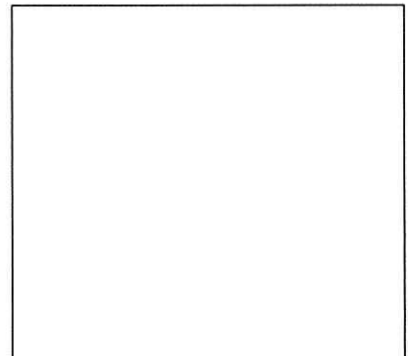
Name and Title

Johanny Janzen E.M. Director
Name and Title

Date

Date

Notary Stamp



Elected Officials / City Manager / Tribal Officials

Fiscal Year 2024 Emergency Management Performance Grant (EMPG) Program

By signing below, we are applying for the OEM Fiscal Year 2024 Emergency Management Performance Grant. Our jurisdiction is committed to fulfilling the scope of work and grant requirements listed within the associated application, which serves as the grant agreement, and have an understanding that, if our jurisdiction fails to abide by this agreement, the funding is subject to a reduction and full de-obligation for the project. The grant agreement has been read in full and our jurisdiction certifies it understands all requirements listed. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2,1001,1343, and Title 31, Sections 3729-3730 and 3801-3812.

Approved By:

County Commissioner, District 1

City Mayor or Manager

County Commissioner, District 2

Tribal Official

County Commissioner, District 3


Emergency Management Director

Witnessed By:

City/County/Tribal Clerk/Treasurer

Date

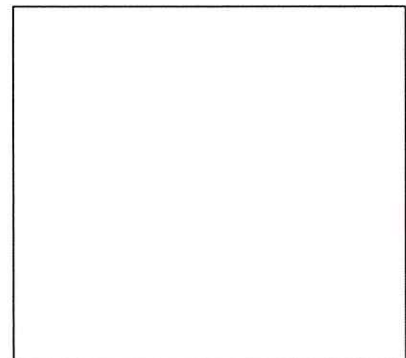
Notary Stamp

☒

Check here if participating in payroll grant

☐

Check here if participating in training grant



State of Oklahoma EMPG Training Checklist

Employee Name: _____ Employee Start Date: _____

Attach Supporting Documents - (Such as course certificates, FEMA transcript, or a combination of both)

Table 1: NIMS Training	Date Completed
IS-100 (Any Version)	7-11-2008
IS-200 (Any Version)	7-11-2008
IS-700 (Any Version)	9-13-2005
IS-800 (Any Version)	8-27-2020

Table 2: Professional Development Series (PDS)	Date Completed
IS-120.a (Listed/Current Version Only)	09-04-2020
IS-230.d (Listed/Current Version Only)	08-03-2020
IS-235.b (Listed/Current Version Only)	09-17-2013
IS-240.b (Listed/Current Version Only)	08-27-2020
IS-241.b (Listed/Current Version Only)	08-17-2020
IS-242.b (Listed/Current Version Only)	8-25-2020
IS-244.b (Listed/Current Version Only)	09-13-2013

Table 3: Basic Academy	Date Completed
IS-230.d (Listed/Current Version Only)	08-03-2020
E/L 101	
E/L 102	
E/L 103	
E/L 104 or 146	
E/L 105	

A. FEMA transcripts can be located here: [FEMA Transcript](#)

B. OSU transcripts can be located here: [OSU FST](#)

Those documents which have been submitted to meet EMPG training compliance requirements will be compiled and added to your personal profile in EMGrants.



CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

City of Payton Creek

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Johnny Middle Name:

* Last Name: Janzen Suffix:

* Title: Emerg. Mgt. Director

* SIGNATURE:



* DATE:



Oklahoma Office of

Homeland Security

Prevent, Protect, Prepare

National Incident Management System Implementation Certification

This Certificate is awarded to:

City of Pryor

For successful completion of the 2024-2025 NIMS Implementation objectives as outlined by FEMA's National Incident Management Integration Division and the Oklahoma Office of Homeland Security's NIMS Implementation Program.

April Keeler

April Keeler

State Incident Management
Coordinator



FEMA

Emergency
Management
Institute



1

2

3

4

5

6



7

8

9



OAG Safe Oklahoma Grant 2024-2025
Appendix A - Budget Outline

Funds provided by OAG's Office	\$13,900.00
Funds provided by the City of Pryor Creek	\$115.76
Caiman 24 Ballistic Helmet RG/FG LG <i>\$1,396.50 per unit</i>	\$13,965.00
Freight charge	\$50.76
Total Cost of Equipment	\$14,015.76
Remaining Grant funds	\$0.00



THE OFFICE OF ATTORNEY GENERAL
2025 SAFE OKLAHOMA GRANT PROGRAM CONTRACT

This contract is made between the Office of the Attorney General (“OAG”) and the Pryor Creek Police Department (“Recipient”) (hereinafter collectively referred to as the “Parties”). OAG agrees to provide funding to Recipient for the purposes provided in Appendix A of this contract and in accordance with the terms and conditions provided in this contract. Recipient agrees to carry out the purposes for funding provided in Appendix A timely and in good faith and to abide by all terms and conditions of this contract.

1. AMOUNT AND PURPOSE OF FUNDS

- a. OAG is providing \$13,900.00 to Recipient for the purchase of ballistic helmets. The terms of use for the funds are more fully described in Appendix A.

2. AVAILABILITY OF FUNDS

- a. Payment pursuant to this contract is to be made only from monies appropriated to the Office of Attorney General (OAG) by the Oklahoma Legislature for the Safe Oklahoma Grant Program established in Title 74, Section 20k of Oklahoma Statutes. Notwithstanding any other provisions, payments to the Recipient by OAG are contingent upon sufficient appropriations being made by the Oklahoma Legislature. OAG may terminate its obligation under this contract if sufficient appropriations are not made available by the Legislature. OAG may take any action necessary in accord with such determination.

3. TERM OF CONTRACT

- a. The term of the contract begins on January 1, 2025.
- b. The term of this contract shall expire twelve (12) months after the contract begins on December 31, 2025, unless otherwise agreed in Appendix A or an extension is granted by OAG in writing. Pursuant to the requirements of Section 14 entitled Records, Reports, and Documentation, quarterly reports on the contract status will be due: April 30, 2025; July 31, 2025; October 31, 2025, and January 31, 2026.

- c. If the funds are not fully spent by the expiration of this contract, Recipient shall return all unencumbered funds to OAG, unless an extension is granted by OAG in writing.

4. MODIFICATION AMENDMENT

- a. This contract is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by OAG.
- b. Revisions to the contract and any attachment in Appendix A, which is part of this contract, by Recipient must be approved in writing in advance by OAG.
- c. A waiver by OAG to any provision in this contract must be signed and in writing by OAG.

5. OAG PERFORMANCE

- a. In accordance with the terms of this contract, the OAG will provide funding for the project up to the total amount detailed in Appendix A pursuant to the terms of this contract.

6. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this contract and Appendix A, and to be bound by the provisions of this contract and Appendix A, and all amendments thereto, which were submitted to OAG.
- b. In no event shall any subcontract or subcontractor of the Recipient incur obligation on the part of OAG or beyond the terms of Appendix A of this contract.
- c. Recipient shall commence implementation of the project described in Appendix A within sixty (60) days from the date of receipt of funds unless otherwise agreed to in Appendix A or in writing by OAG.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator that has been approved by the OAG for the purpose of tracking results of the Safe Oklahoma Grant Program.

7. FUNDING TO RECIPIENT

- a. **Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.**
- b. Funds made available shall be used only for the purposes and expenses approved by OAG under this contract. These funds are distributed to Recipient who shall be responsible for the payment of all expenses incurred by Recipient in performing

under this contract. The funds provided to the Recipient shall be expended only for expenses incurred during the term of this contract as specified in Appendix A and shall not be expended for expenses incurred prior to, or after, the term of this contract.

- c. Funds made available to Recipient under this contract shall be used to supplement, and not supplant, other funds expended to carry out activities of the Recipient.

8. EMPLOYEE BENEFITS

- a. Recipient acknowledges that the contract funds used to pay overtime are to pay for time worked and not to be used to pay the associated benefits an employee is entitled to as a result of overtime hours worked.
- b. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, state and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- c. The Parties intend that each shall be responsible for its own intentional acts, negligent acts, and/or omissions to act. OAG shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's subcontractors or vendors.

9. CERTIFICATIONS BY RECIPIENT

Recipient expressly agrees to be solely responsible for ensuring that the use of monies received under this contract complies with all federal, state and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.

10. NO-CONFLICT COVENANT

Recipient covenants that no officers or employees of Recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this contract. Recipient further covenants that no employee of OAG received anything of value in connection to this contract.

11. NON-COLLUSION

- a. The Parties certify that neither has been a party to any collusion among applicants to the Safe Oklahoma Grant Program, collusion with any state official or employee in the awarding of this contract, or in any discussions with any applicants or state officials concerning the exchange of anything of value for special consideration in awarding this contract.

- b. Recipient has not paid, given, donated, or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, directly or indirectly, in the procuring of this contract.
- c. No person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this contract.

12. PUBLICATIONS AND OTHER MATERIALS

Any material produced in whole or in part as a result of this contract may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish, disclose, distribute, and otherwise use any reports, data or other materials prepared under this contract.

13. PROCUREMENT

Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with contract funds shall be governed by any applicable federal and state laws, including any competitive bidding requirements and requirements for the accounting of public funds.

14. RECORDS, REPORTS, DOCUMENTATION

- a. Recipient shall provide a quarterly report every three (3) months to OAG of funds dispersed during the term of this contract and a report detailing the progress of the project. The reporting period shall commence on January 1, 2025. Reports shall be due no later than one month after the end of a reporting period, as provided in Section 3(b). The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under item i. above;
 - iii. The remaining balance of the funds provided under this contract;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;
 - v. An explanation of any observed change in violent crime rates or trends as a result of this project; and
 - vi. A brief narrative of the results, successes, and other observations from this reporting period.
- b. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly account for all project funds. Recipient shall make these records available to OAG upon request.

- c. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this contract for a period of five (5) years from the ending date of this contract. Upon reasonable notice, OAG, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to the project funds for purpose of audit and examination, at Recipient's premises during normal business hours. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Recipient agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.
- d. Recipient shall provide any status updates during the term of this contract to OAG upon request.

15. CLOSING OUT OF CONTRACT

- a. Recipient shall promptly, but no later than thirty (30) days following the expiration of the contract, return to OAG any funds received under this contract that are not expended for the agreed purposes under this contract in Appendix A.
- b. Recipient shall promptly, but no later than thirty (30) days following the expiration of the contract, submit any closeout documents showing proof of completion of the terms of this contract to OAG.
- c. Recipient agrees to provide any additional information required by OAG after the expiration of this contract for the purpose of showing completion and results of the project.

16. DISPUTE RESOLUTION, INTERPRETATION, REMEDIES, VENUE, AND CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this contract.
- b. This contract shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this contract shall be Oklahoma County, Oklahoma.

17. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the Parties.

- b. This contract may be terminated or suspended by OAG in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. Recipient fails to commence implementation of the terms of this contract within 60 days or as otherwise agreed in writing or in Appendix A.
 - ii. Recipient fails to comply with the terms of this contract or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this contract.
 - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension.

18. ENTIRE CONTRACT

This contract, together with Appendix A, constitutes the entire contract between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

19. HEADINGS

Titles of parts or sections of this contract are inserted for convenience only and shall be disregarded in construing or interpreting the provisions of the contract.

20. SEVERABILITY

If any provision of this contract is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract that can be given effect.

21. COUNTERPARTS

The Parties may execute this contract in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same contract. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

22. POINT OF CONTACT

Correspondence and contact to the OAG shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Stephanie Lowery
Title: Grants Administrator
Phone Number: (405) 522-2617
Email: Stephanie.Lowery@oag.ok.gov

Secondary Contact Name: Dane Towery
Title: Deputy Attorney General
Phone Number: 405-522-8965
Email: dane.towery@oag.ok.gov

Agreed to the _____ day of _____, 2024.

X _____
Chief of Police, Pryor Creek Police Department

X _____
Mayor, City of Pryor Creek ☐

or

City Manager, City of Pryor Creek ☐

X _____
Stacy Morey
Senior Deputy Attorney General, Oklahoma Office of Attorney General

APPENDIX A – Purposes of Funding

The Recipient is required to complete a budget outline for the funds awarded under the terms of this contract and attach as Appendix A.

Appendix A must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds and provide descriptions and overviews of the activities planned. These documents are attached to this contract and incorporated into the terms and requirements of this contract.

Funding is provided solely for the purposes in Appendix A and shall be spent solely on items in Appendix A.

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



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

Phase 2:

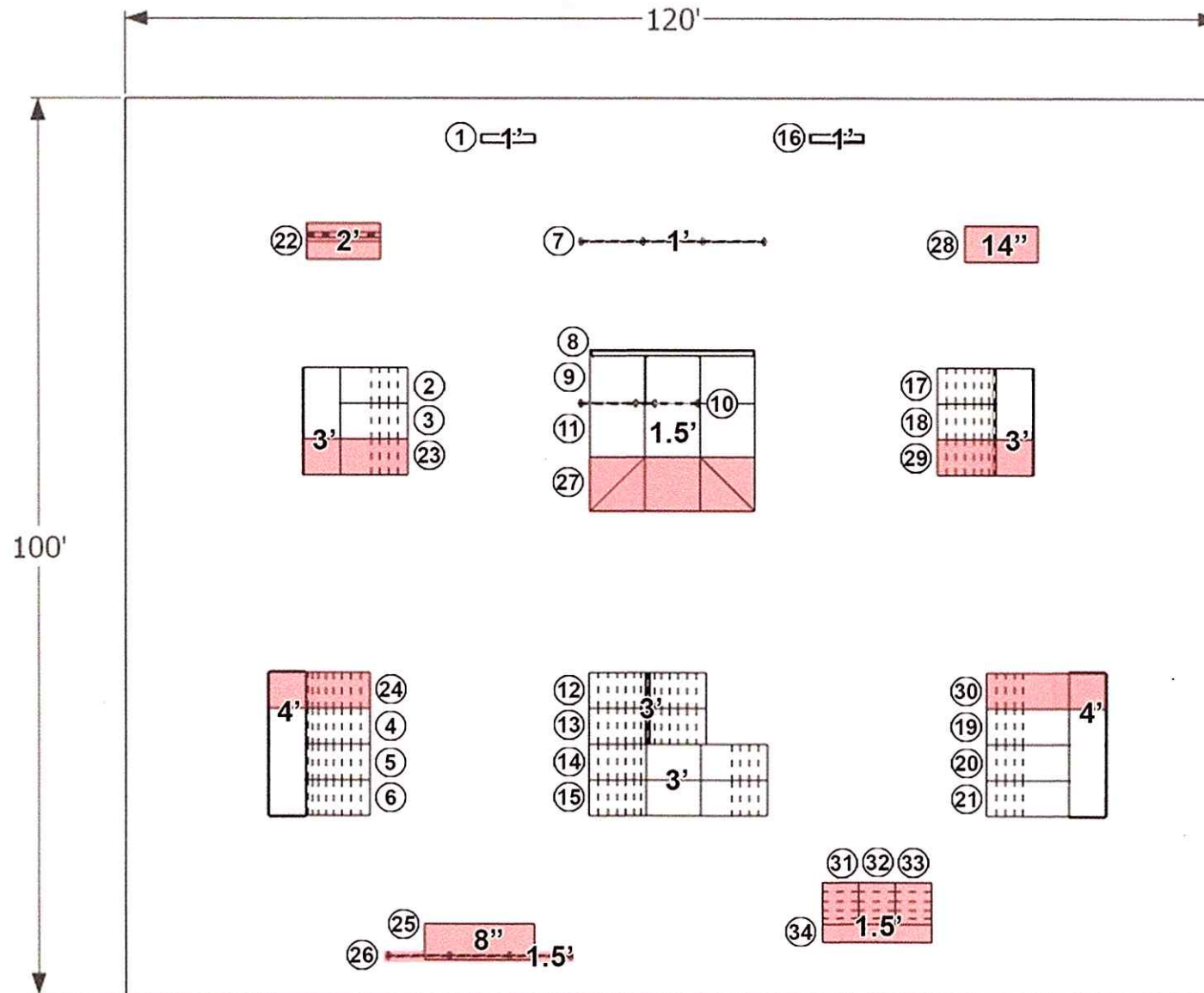
<u>Item</u>	<u>Obstacle</u>	<u>Height</u>	<u>Width</u>	<u>Length</u>
22	Sofa	2	4.0'	8.0'
23	Bank Ramp	3.0'	4.0'	11.0'
24	Quarter Pipe	4.0'	4.0'	11.0'
25	Grindbox	8"	4.0'	12.0'
26	Grind Rail (Round)	1.5'	2"	20.0'
27	Pyramid Section (Wedge)	1.5'	6.0'	18.0'
28	Grindbox	14"	4.0'	8.0'
29	Quarter Pipe	3.0'	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

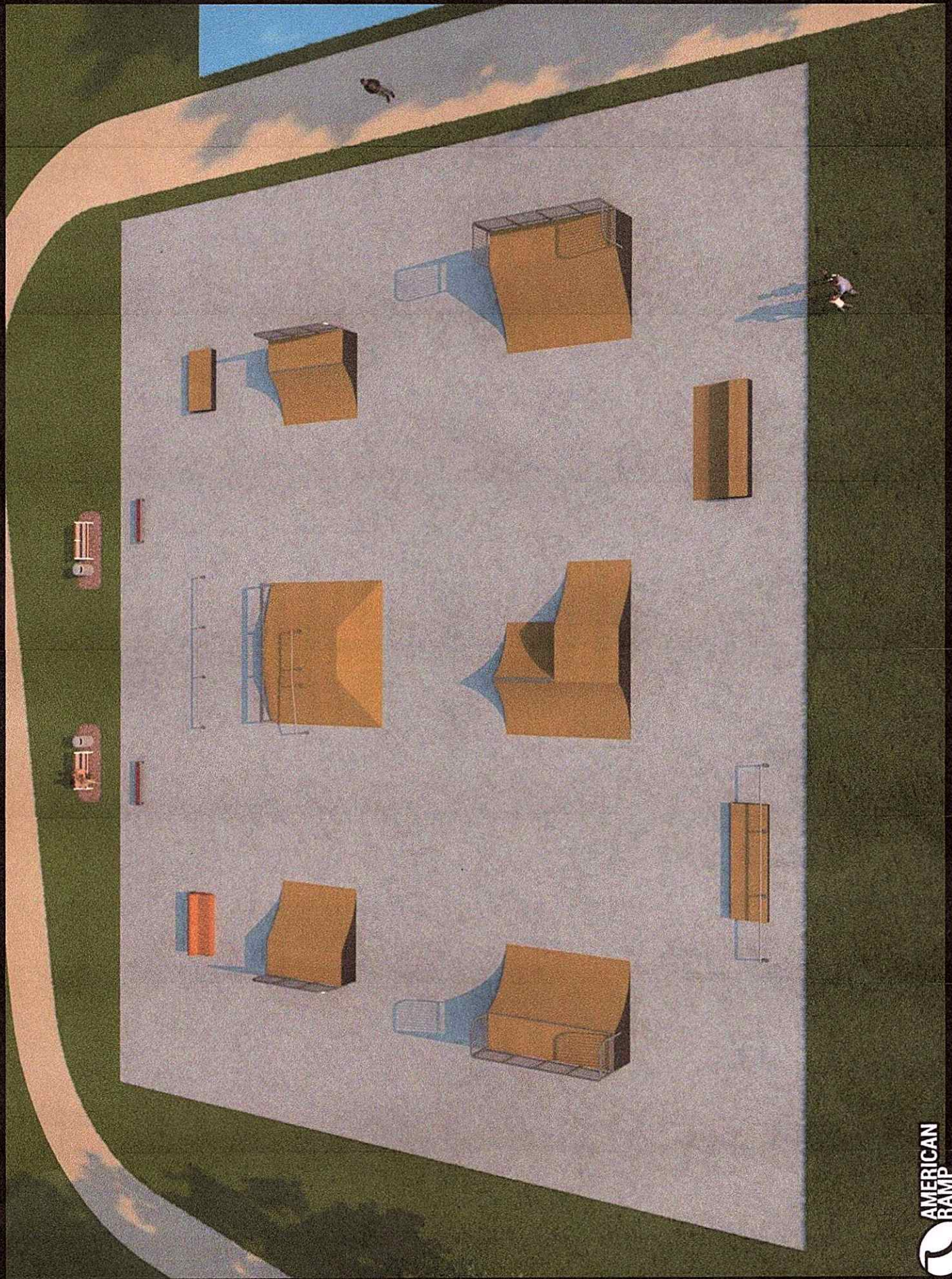
\$50,603.25

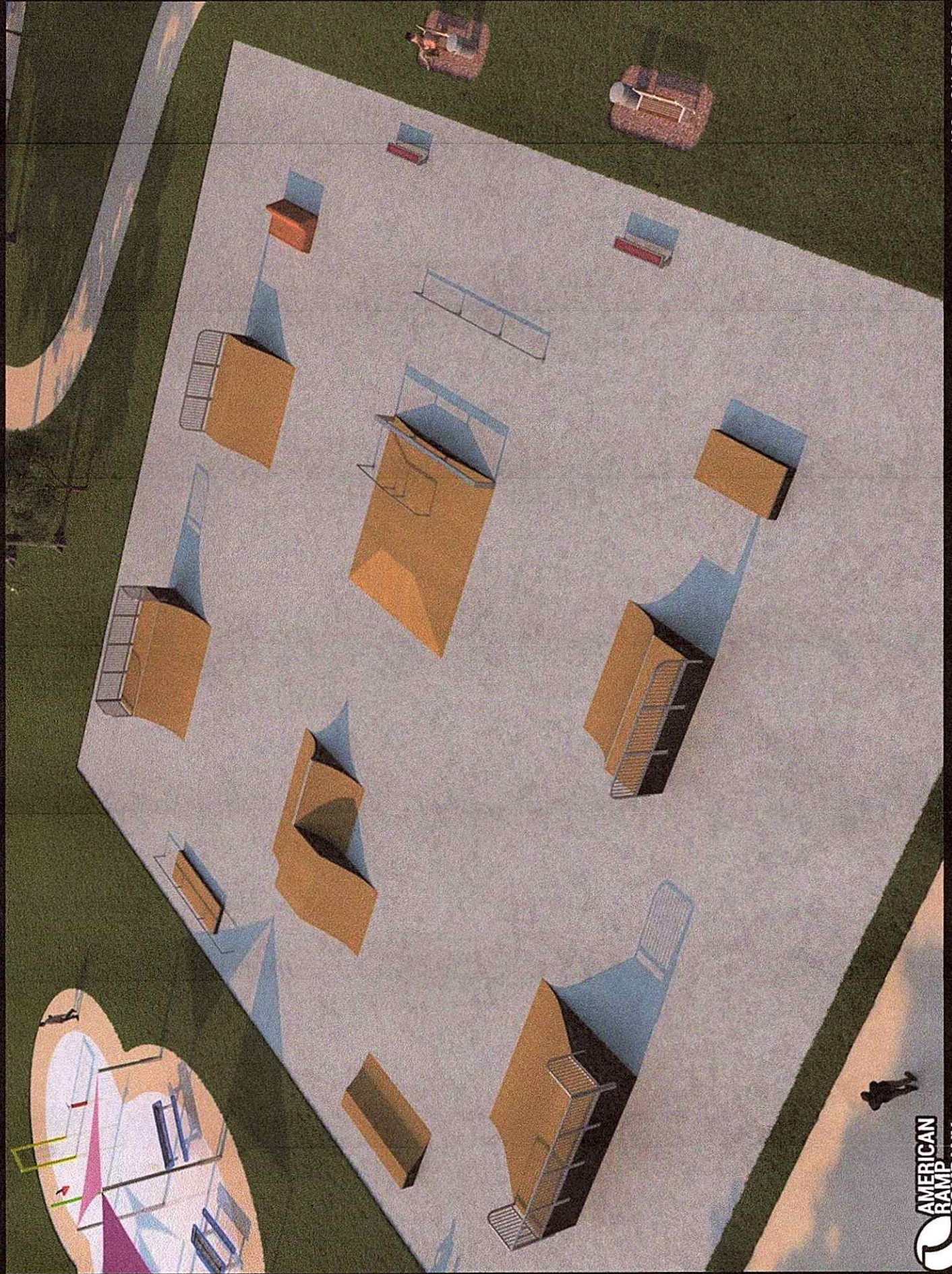
Notes:

- 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.

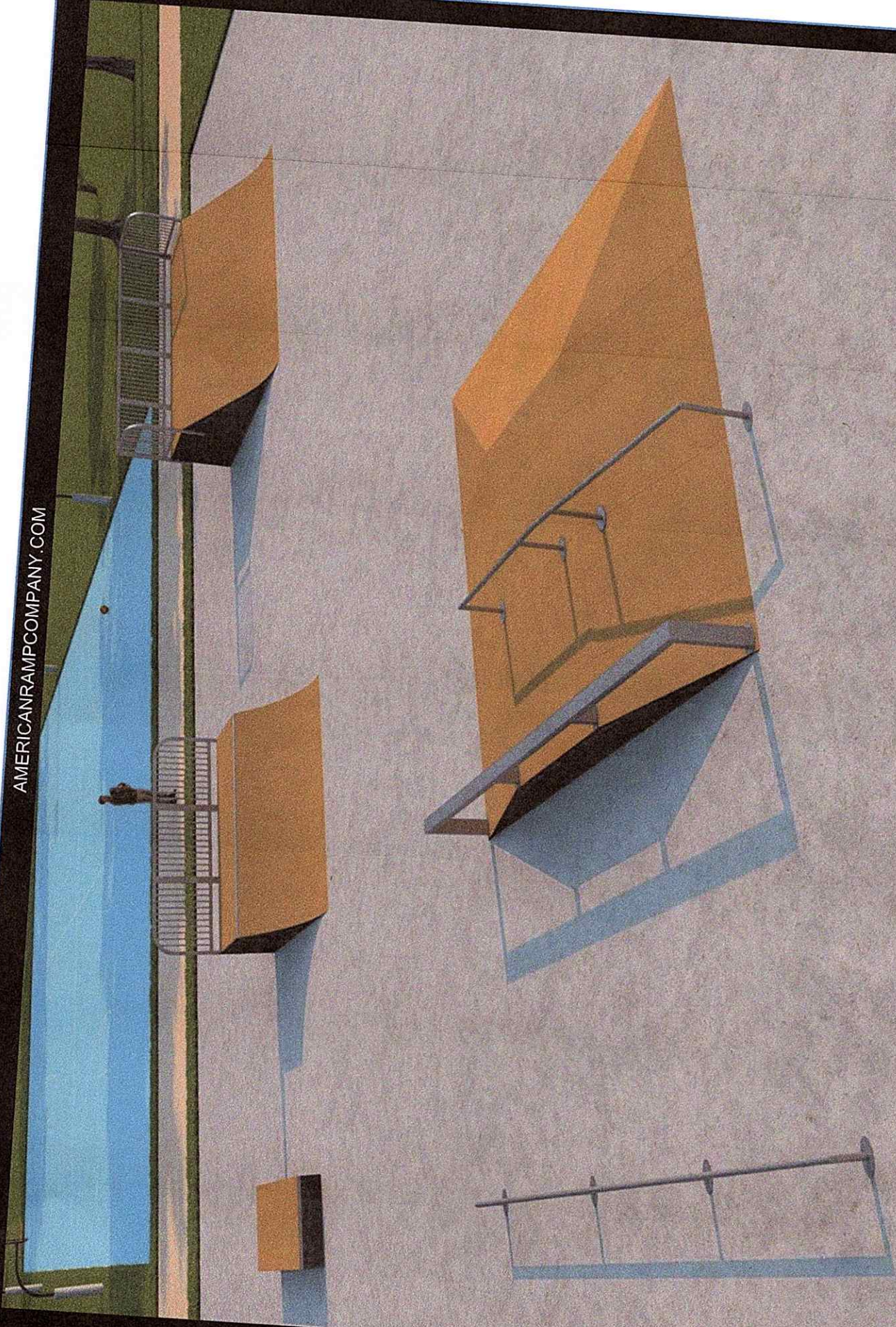


Note: Phase 2 shown in red.



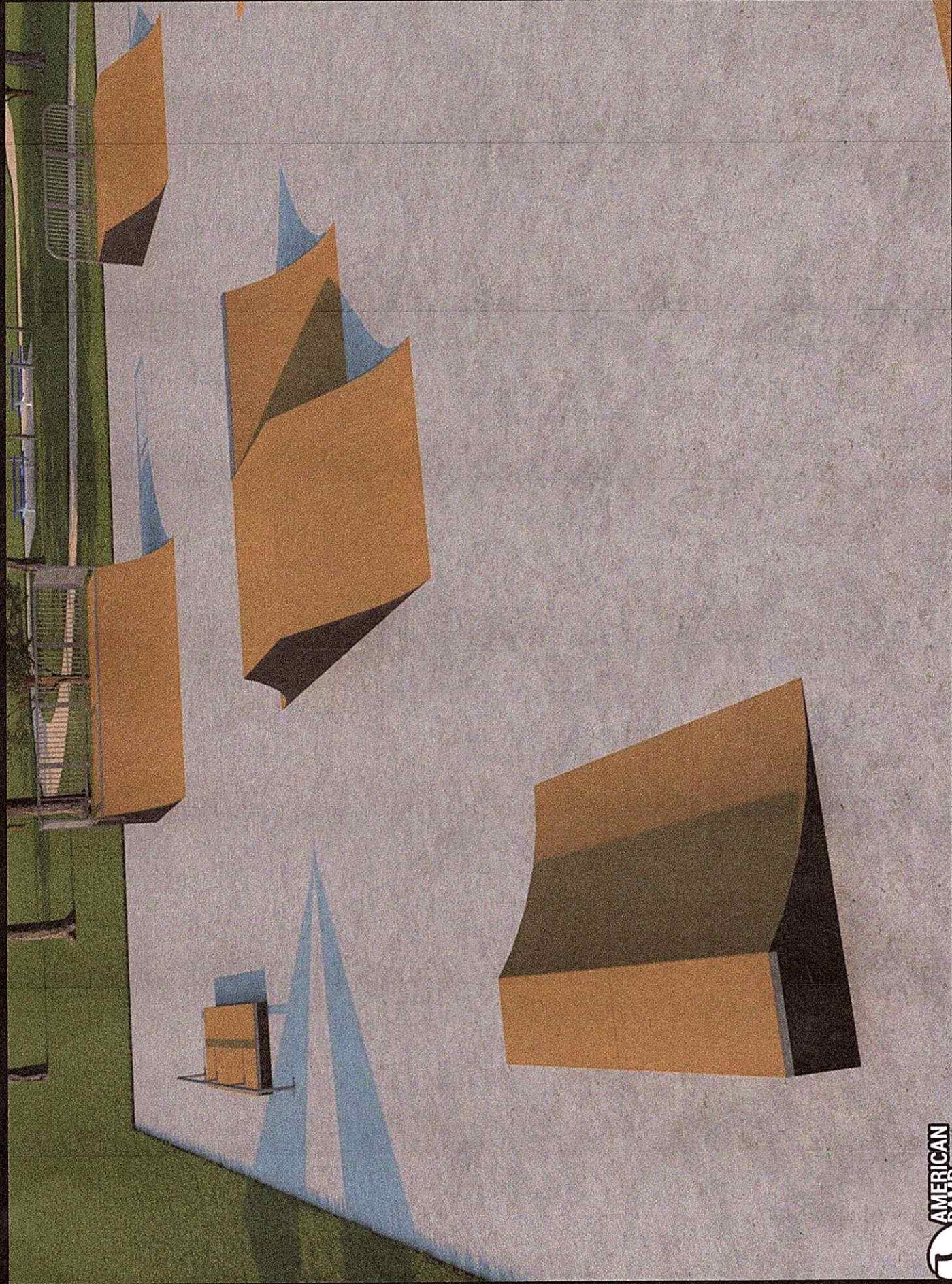


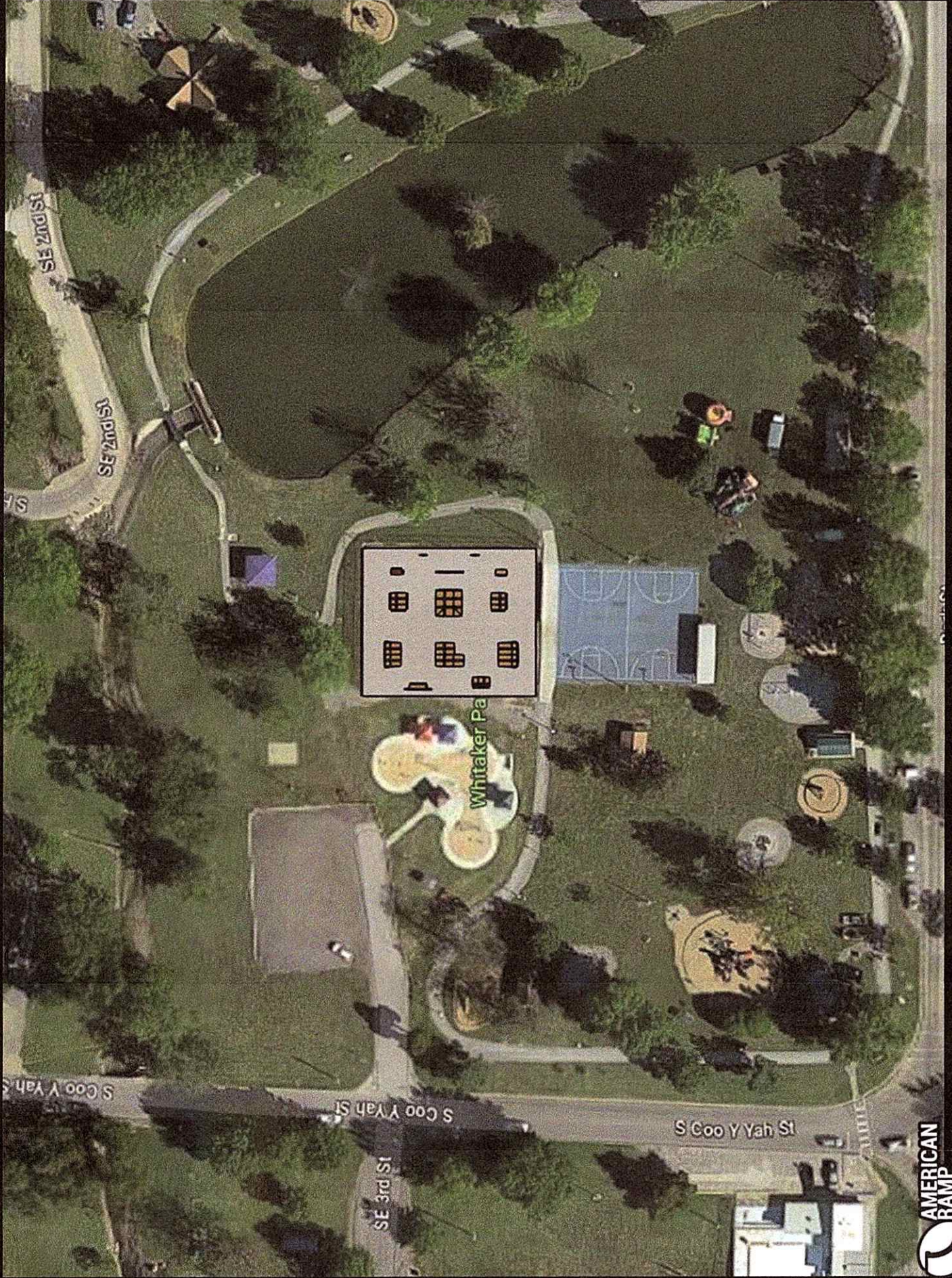
AMERICANRAMPCOMPANY.COM



AMERICAN
RAMP
COMPANY

8482 - OK, PRYOR





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



Re.: Pro Series Skatepark Equipment Sole Source

To whom it may concern,

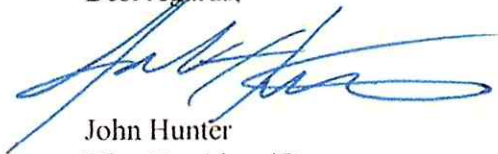
American Ramp Company is the only manufacturer and distributor within the United States that offers an all steel skatepark ramp system. Furthermore, ARC is the only company that offers a modular ramp system suitable for placement into a public park and for public use. Many customers choose to "Sole Source" 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.).

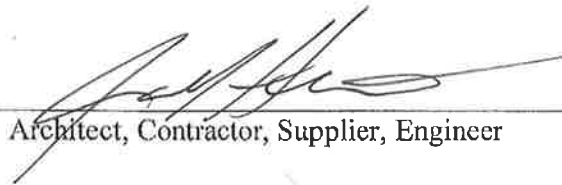
PURCHASER _____ REP. _____ DATE _____



City of Pryor Creek

STATE OF OKLAHOMA)
) ss.
COUNTY OF MAYES)

The undersigned (architect, contractor, engineer, or supplier), of lawful age, being first duly sworn, upon oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished by the affiant. Affiant further states that he or she/he has made no payment directly or indirectly to any elected official, officer or employee of the City of Pryor Creek, of money or any other thing of value to obtain payment.



Architect, Contractor, Supplier, Engineer

Subscribed and sworn to before me this 2nd day of, Oct., 20 24.



Notary Public (or clerk or judge)

My Commission expires: August 17th 2026

VICKY LYN HATFIELD
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 14629608
My Commission Expires Aug 17, 2026

City of Pryor Creek
P.O. Box 1167
12 N. Rowe Street
Pryor Creek, OK 74362
918-825-0888 Fax 918-825-6577

RESOLUTION NO. 2024-_____

A RESOLUTION CALLING FOR THE GENERAL ELECTION 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, 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.
- f) City Clerk - for a term expiring 2027.
- g) City Treasurer - for a term expiring 2027.

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, 2024 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

Chase McBride, City Attorney

ORDINANCE NO. 2024 - ____

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

Tract 1. A part of the SE $\frac{1}{4}$ of Section 12, Township 21 North, Range 18 East in Mayes County, Oklahoma, being more particularly described as follows: Beginning at the NW corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; N 01°33'03" E a distance 149.96' to a found iron rebar; Thence N 88°28'15" E a distance of 305.71' to a point; Thence S 01°33'44" E a distance of 548.13' to a point; Thence S 72°44'55" E a distance of 206.88' to a point; Thence S 23°04'35" E a distance of 175.28' to a found MAG nail; Thence S 68°17'30" W a distance of 87.84' to a found $\frac{1}{2}$ " iron rebar; Thence S 88°37'48" W a distance of 483.52' to a found $\frac{1}{2}$ " iron rebar; Thence N 01°33'63" a distance of 656.32' to the point of beginning.

Tract 2 A part of the SE $\frac{1}{4}$ of Section 12, Township 21 North, Range 18 East in Mayes County, Oklahoma, being more particularly described as follows: Commencing at the NW corner of the SE $\frac{1}{4}$; Thence N 01°33'03" E a distance of 149.90' to a found iron rebar; Thence N 68°28'15" E a distance of 305.71' to the point of beginning; Thence N 88°28'15" E a distance of 375.59' to a point; Thence S 01°30'19" E a distance of 735.52' to a found $\frac{1}{2}$ " iron rebar; Thence S 68°15'19" W a distance of 122.26' to a found MAG nail; Thence N 23°04'35" W a distance of 175.28' to a point; Thence N 72°24'55" W a distance of 206.88' to a point; Thence N 01°33'44" W a distance of 548.13' to the point of beginning.

Tract 3 A part of the SE $\frac{1}{4}$ of Section 12, Township 21 North, Range 18 East in Mayes County, Oklahoma, being more particularly described as follows: Commencing at the NW corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence N 01°33'03" E a distance of 149.90' to a found iron rebar; Thence N 88°28'15" E a distance of 385.71' to a point; Thence N 88°28'15" E a distance of 375.58' to the point of beginning; Thence N 88°28'15" E a distance of 328.39' to a found $\frac{1}{2}$ " iron rebar; Thence S 01°29' 35" E a distance of 626.64' to a found $\frac{1}{2}$ " iron rebar; Thence S 70°39'46" W a distance of 286.94' to a found $\frac{1}{2}$ " iron rebar; Thence S 68°19'36" W a distance of 79.98' to a found $\frac{1}{2}$ " iron rebar; Thence N 01°30'19" W a distance of 735.52' to the point of beginning. (Also known as 801 W Graham)

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 "AG" to "CAR" 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:

SECTION 1:

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:

Tract 1. A part of the SE $\frac{1}{4}$ of Section 12, Township 21 North, Range 18 East in Mayes County, Oklahoma, being more particularly described as follows: Beginning at the NW corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; N 01°33'03" E a distance 149.96' to a found iron rebar; Thence N 88°28'15" E a distance of 305.71' to a point; Thence S 01°33'44" E a distance of 548.13' to a point; Thence S 72°44'55" E a distance of 206.88' to a point; Thence S 23°04'35" E a distance of 175.28' to a found MAG nail; Thence S 68°17'30" W a distance of 87.84' to a found $\frac{1}{2}$ " iron rebar; Thence S 88°37'48" W a distance of 483.52' to a found $\frac{1}{2}$ " iron rebar; Thence N 01°33'63" a distance of 656.32' to the point of beginning.

Tract 2 A part of the SE $\frac{1}{4}$ of Section 12, Township 21 North, Range 18 East in Mayes County, Oklahoma, being more particularly described as follows: Commencing at the NW corner of the SE $\frac{1}{4}$; Thence N 01°33'03" E a distance of 149.90' to a found iron rebar; Thence N 68°28'15" E a distance of 305.71' to the point of beginning; Thence N 88°28'15" E a distance of 375.59' to a point; Thence S 01°30'19" E a distance of 735.52' to a found $\frac{1}{2}$ " iron rebar; Thence S 68°15'19" W a distance of 122.26' to a found MAG nail; Thence N 23°04'35" W a distance of 175.28' to a point; Thence N 72°24'55" W a distance of 206.88' to a point; Thence N 01°33'44" W a distance of 548.13' to the point of beginning.

Tract 3 A part of the SE $\frac{1}{4}$ of Section 12, Township 21 North, Range 18 East in Mayes County, Oklahoma, being more particularly described as follows: Commencing at the NW corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence N 01°33'03" E a distance of 149.90' to a found iron rebar; Thence N 88°28'15" E a distance of 385.71' to a point; Thence N 88°28'15" E a distance of 375.58' to the point of beginning; Thence N 88°28'15" E a distance of 328.39' to a found $\frac{1}{2}$ " iron rebar; Thence S 01°29' 35" E a distance of 626.64' to a found $\frac{1}{2}$ " iron rebar; Thence S 70°39'46" W a distance of 286.94' to a found $\frac{1}{2}$ " iron rebar; Thence S 68°19'36" W a distance of 79.98' to a found $\frac{1}{2}$ " iron rebar; Thence N 01°30'19" W a distance of 735.52' to the point of beginning. (Also known as 801 W Graham)

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: _____

ORDINANCE NO. 2024 - ____

AN ORDINANCE CHANGING AND AMENDING ZONING CLASSIFICATION FROM AGRICULTURE (AG) TO COMMERCIAL RESIDENTIAL MULTI-FAMILY (RM) OF PROPERTY DESCRIBED AS FOLLOWS:

Tract 2 A tract of land situated in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 5, Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, State of Oklahoma, being more particularly described as follows, to-wit: Commencing at the Northwest Corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, THENCE N87°56'43"E for a distance of 192.00 feet along the North Line thereof to the POINT OF BEGINNING; THENCE N87°56'43"E for a distance of 612.74 feet along said North Line; THENCE S7°06'38"W for a distance of 230.12 feet; THENCE along a curve to the right having a radius of 507.47 feet for a distance of 230.12, being subtended by a chord of S17°59'53"W for a distance of 194.60 feet; THENCE S87°56'43"W for a distance of 511.64 feet; THENCE N1°44'09"W for a distance of 410.00 feet to the POINT OF BEGINNING.

Tract 3 A tract of land situated in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 5, and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) 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: Commencing at the Northwest Corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, THENCE S1°44'09"E for a distance of 410.00 feet along the West Line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ to the POINT OF BEGINNING; THENCE N87°56'43"E for a distance of 703.64 feet; THENCE along a curve to the right having a radius of 507.47 feet for a distance of 323.42 feet, being subtended by a chord of S47°18'38"W for a distance of 317.98 feet; THENCE S65°42'07"W for a distance of 346.14 feet; THENCE along a curve to the left having a radius of 256.48 feet for a distance of 287.22, being subtended by a chord of S33°38'38"W for a distance of 272.29 feet; THENCE S1°32'19"W for a distance of 56.09 feet; THENCE along a curve to the right having a radius of 234.63 feet for a distance of 346.26 feet, being subtended by a chord of S43°49'00"W for a distance of 315.69 feet, THENCE S86°03'23"W for a distance of 286.15 feet to a point on the Easterly Right-of-Way of Highway #69; THENCE N15°18'36"E for a distance of 247.37 feet along said Right-of-Way; THENCE N9°35'48"E for a distance of 100.50 feet along said Right-of-Way; THENCE N15°18'26"E for a distance of 534.27 feet along said Right-of-Way, THENCE N87°56'43"E for a distance of 279.50 feet to the POINT OF BEGINNING. (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 Residential Multi-Family (RM); 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 "AG" to "RM" 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:

SECTION 1:

The zoning classification of the property described as follows is hereby changed and amended and rezoned from Agriculture (AG) to Residential Multi-Family (RM) under the Zoning Code of the said City, to-wit:

Tract 2 A tract of land situated in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 5, Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, State of Oklahoma, being more particularly described as follows, to-wit: Commencing at the Northwest Corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, THENCE N87°56'43"E for a distance of 192.00 feet along the North Line thereof to the POINT OF BEGINNING; THENCE N87°56'43"E for a distance of 612.74 feet along said North Line; THENCE S7°06'38"W for a distance of 230.12 feet; THENCE along a curve to the right having a radius of 507.47 feet for a distance of 230.12, being subtended by a chord of S17°59'53"W for a distance of 194.60 feet; THENCE S87°56'43"W for a distance of 511.64 feet; THENCE N1°44'09"W for a distance of 410.00 feet to the POINT OF BEGINNING.

Tract 3 A tract of land situated in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 5, and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) 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: Commencing at the Northwest Corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, THENCE S1°44'09"E for a distance of 410.00 feet along the West Line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ to the POINT OF BEGINNING; THENCE N87°56'43"E for a distance of 703.64 feet; THENCE along a curve to the right having a radius of 507.47 feet for a distance of 323.42 feet, being subtended by a chord of S47°18'38"W for a distance of 317.98 feet; THENCE S65°42'07"W for a distance of 346.14 feet; THENCE along a curve to the left having a radius of 256.48 feet for a distance of 287.22, being subtended by a chord of S33°38'38"W for a distance of 272.29 feet; THENCE S1°32'19"W for a distance of 56.09 feet; THENCE along a curve to the right having a radius of 234.63 feet for a distance of 346.26 feet, being subtended by a chord of S43°49'00"W for a distance of 315.69 feet, THENCE S86°03'23"W for a distance of 286.15 feet to a point on the Easterly Right-of-Way of Highway #69; THENCE N15°18'36"E for a distance of 247.37 feet along said Right-of-Way; THENCE N9°35'48"E for a distance of 100.50 feet along said Right-of-Way; THENCE N15°18'26"E for a distance of 534.27 feet along said Right-of-Way, THENCE N87°56'43"E for a distance of 279.50 feet to the POINT OF BEGINNING. (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 (RM).

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:

SECTION 1:

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: _____

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:

SECTION 1:

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)

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 (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: _____