

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, JANUARY 20TH, 2026 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 Zac Doyle called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Steve Brown. Roll Call was conducted by City Clerk Hannah Morris. Council members present included Terry Lamar, Choya Shropshire, Lori Bradshaw, Kenneth Brashears, Tyler Brown, Charles Tramel, Steve Brown and Bruce Smith. Members absent: none.

Department Heads and other City Officials present: Chase McBride, Jeremy Cantrell, Justin Couch, Cari Rerat and Mike Moore.

Others present: Tanner Reese, Kemmie Shropshire, Jeanette Anderson, Adam Anderson, David Shaulis, Susan Wilcox, Tim Lawson, Autumn Graybill, Gilbert Graybill, Nena Roberts, Rafael Nevarez and Nataly Navarez.

2. PETITIONS FROM THE AUDIENCE:

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

Mayor Zac Doyle announced a moment of silence in respect of the recent passing of Former Mayor Chief Jordan.

3. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

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

- a. Approve minutes of the January 6th, 2026 Council meeting.
- b. Approve payroll purchase orders through January 30th, 2026.
- c. Approve claims for purchase orders through January 20th, 2026.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	2520251696 - 2520251678	\$304,161.26
STREET & DRAINAGE	2520251693 - 2520251637	\$19,320.28
CEMETERY CARE FUND	2520251629	\$169.98
GOLF COURSE	2520251618 - 2520251619	\$8,173.72
CAPITAL OUTLAY	2520251628 - 2520250928	\$21,902.36
REAL PROPERTY ACQUISITION RES.	2520251646 - 2520251682	\$7,722.58
RECREATION CENTER	2520251597 - 2520251678	\$14,447.19
P.P.W.A. SINKING FUND	911614B	\$4,389.00
LIBRARY SPECIAL CASH	2520251674	\$260.00
DONATIONS & EARMARKED MONIES	2520251652 - 2520251669	\$22,301.70
TOTAL		\$402,848.07
BLANKETS		
911617B	METRO EMERGENCY UPFITTERS	\$5,000.00
TOTAL		\$5,000.00

- d. Approve an expenditure in the amount of \$4,400.00 to CivicPlus for Web Central Platform Maintenance and Implementation from January 29th, 2026 - January 28th, 2027 from General Outside Services Account #02-201-5260.
- e. Approve expenditures in the amount of \$3,957.00 and \$9,500.00 to Hood & Associates CPAs for progress billing of audit services for the 2024 Fiscal Year Audit from Outside Services - Auditor Account #02-201-5072. The Auditor Agreement was approved on December 2nd, 2025.
- f. Approve Mayor to sign an agreement between the Pryor Public Library and the Oklahoma Department of Libraries for the purpose of accepting State Aid Grant funds in the amount of \$9,858.00.
- g. Approve an expenditure in the amount \$3,506.14 to the Municipal Utility Board for traffic signal service calls in the month of November 2025 to be paid from MUB Light Maintenance Account #14-145-5425.

- h. Approve an expenditure in the amount of \$58,604.52 to Motorola Solutions for the purchase of twelve (12) APX N30 portable radios to be paid from Police Donations Account # 96-965-5502 in the amount of \$25,000.00 (funds donated by the Cherokee Nation for the purchase of the portable radios) and Police Equipment Capital Outlay Account # 44-445-5424 in the amount of \$33,604.52. This will be a State Contract Price - OK SW1053M.
- i. Approve an expenditure in the amount of \$10,796.83 to Metro Emergency Upfitters, LLC for police vehicle equipment for upfitting five (5) 2026 Chevy Silverado 1500s to be paid from Police Capital Outlay Account #44-445-5424. Upfitting will include running boards, tonneau cover, in-cab console components, bed storage systems, installation supplies and related equipment. This is a state contract price.
- j. Approve an expenditure in the amount of \$29,302.26 to Motorola Solutions for six (6) Motorola APX N30 portable radios with accessories, \$21,476.70 to be paid from the Police Drug Forfeiture Account #96-965-5555 and \$7,825.56 to be paid from Police Equipment Capital Outlay Account #44-445-5424. This expenditure was originally approved on October 7th, 2025; however, it was discovered that what was believed to be a credit in the amount of \$21,476.70 was inaccurate information necessitating this correction to reflect the funding source.

Motion was made by Brashears, second by Tramel to approve the consent agenda less item a. Voting yes: Lamar, Bradshaw, Brashears, T. Brown, Tramel, S. Brown and Smith. Abstaining, counting as a no vote: Shropshire. Voting no: none. *Motion passed.*

3a. Approve minutes of the January 6th, 2026 Council meeting.

Motion was made by Lamar, second by Brashears to approve minutes of the January 6th, 2026 Council meeting. Voting yes: Bradshaw, Brashears, T. Brown, Tramel, S. Brown, Smith and Lamar. Abstaining, counting as a no vote: Shropshire. Voting no: none. *Motion passed.*

4. MAYOR'S REPORT

(These are items possibly requiring discussion and action.)

4a. Discussion and possible action to hire Justin Wallace as a B Operator with the Street Department, Range C, Step 1, effective January 21st, 2026 to fill the vacancy created by the resignation of Seth Jinks.

Motion was made by Shropshire, second by Brashears to approve hiring Justin Wallace as a B Operator with the Street Department, Range C, Step 1, effective January 21st, 2026 to fill the vacancy created by the resignation of Seth Jinks. Voting yes: Bradshaw, Brashears, T. Brown, Tramel, S. Brown, Smith, Lamar and Shropshire. Voting no: none. *Motion passed.*

4b. Discussion and possible action regarding an offer received on the property commonly referred to as the Old Police Department Building located at 214 S Mill Street, Pryor, Ok from Nevarez Properties LLC in the amount of \$450,000.00 and authorizing the mayor to sign all documents necessary to facilitate the sale. The estimated net to seller is \$412,292. The proceeds are to be deposited in Capital Outlay - Sale of Surplus Account #44-000-4181, with \$565.00 to be reimbursed to the EDTA for their expenses related to the sale of the property. After the closing and the funds are deposited, a separate proposal will be submitted to Council concerning further allocation of these funds deposited into the Capital Outlay - Sale of Surplus Account #44-000-4181. The EDTA recommended that the City Council approve the sale of this property for this amount to Nevarez Properties, LLC in the January 12th, 2026 meeting. Presentation of the offer by EDTA Chair Adam Anderson.

Motion was made by Shropshire, second by Bradshaw to approve an offer received on the property commonly referred to as the Old Police Department Building located at 214 S Mill Street, Pryor, Ok from Nevarez Properties LLC in the amount of \$450,000.00 and authorizing the mayor to sign all documents necessary to facilitate the sale. The estimated net to seller is \$412,292. The proceeds are to be deposited in Capital Outlay - Sale of Surplus Account #44-000-4181, with \$565.00 to be reimbursed to the EDTA for their expenses related to the sale of the property. After the closing and the funds are deposited, a separate proposal will be submitted to Council concerning further allocation of these funds deposited into the Capital Outlay - Sale of Surplus Account #44-000-4181. Voting yes: Brashears, T. Brown, S. Brown, Smith, Lamar, Shropshire and Bradshaw. Abstaining, counting as a no vote: Tramel. Voting no: none. *Motion passed.*

4c. Presentation and discussion regarding the 2025 Bluegrass and BBQ Festival from EDTA Chair Adam Anderson.

Anderson reported on the 2025 Bluegrass and BBQ Festival, noting it was Pryor's first time hosting the event by itself and that it was funded through the EDTA. He reported that attendance and revenue were lower than the previous year due to severe weather, but the festival demonstrated the City's ability to host a successful downtown event with positive community and business impacts. Total expenditures were \$99,431.74, with \$37,726.83 in revenue, and he stated that they have identified opportunities to refine planning and logistics for future years.

4d. Presentation and discussion of the Pryor Area Aquatics Center Pool Task Force Study and Recommendation. Presentation by the EDTA Chair Adam Anderson and Pool Task Force Chair Mike Moore.

Anderson and Moore presented and discussed the findings and recommendations of the Pryor Area Aquatic Center Pool Task Force, outlining the need for a new, modern aquatic facility following the permanent closure of the former pool due to structural, safety, and accessibility issues. They summarized two years of research, public input, cost analysis and feasibility work supporting the construction of a new phased aquatic center near the Recreation Center, designed to be accessible, regionally competitive, and financially sustainable through diverse revenue streams. They stated that no construction approval was being requested at this time, only authorization to proceed to the next phase, focused on confirming funding options, including fundraising, grants and potential voter-approved measures.

4e. Discussion and possible action on accepting the Pryor Area Aquatics Center Pool Task Force Study and Recommendation and authorizing the Funding Steering Committee and Pool Task Force to move forward with seeking funding for the Aquatics Center as discussed in the plan. Presentation and discussion by the EDTA Chair Adam Anderson and Pool Task Force Chair Mike Moore.

Motion was made by S. Brown, second by Smith to approve accepting the Pryor Area Aquatics Center Pool Task Force Study and Recommendation and authorizing the Funding Steering Committee and Pool Task Force to move forward with seeking funding for the Aquatics Center as discussed in the plan. Voting yes: T. Brown, Tramel, S. Brown, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none. *Motion passed.*

4f. Discussion and possible action regarding an expenditure in the amount of \$9,356.00 to Backward Audio, LLC for an audio upgrade in the Council Chambers to be paid from City Hall Capital Outlay Account #44-445-5427.

Motion was made by Shropshire, second by Brashears to approve an expenditure in the amount of \$9,356.00 to Backward Audio, LLC for an audio upgrade in the Council Chambers to be paid from City Hall Capital Outlay Account #44-445-5427. Voting yes: Tramel, S. Brown, Smith, Lamar, Shropshire, Bradshaw, Brashears and T. Brown. Voting no: none. *Motion passed.*

5. CITY ATTORNEY'S REPORT:

5a. Discussion and possible action regarding an Ordinance of the City of Pryor Creek, Oklahoma granting a non-exclusive permit to Clarity Telecom, LLC (D/B/A Bluepeak) for the construction and operation of a cable system.

Motion was made by S. Brown, second by Shropshire to approve an Ordinance of the City of Pryor Creek, Oklahoma granting a non-exclusive permit to Clarity Telecom, LLC (D/B/A Bluepeak) for the construction and operation of a cable system.

Motion amended by S. Brown, second by Shropshire to take no action. Voting yes: S. Brown, Smith, Lamar, Shropshire, Bradshaw, Brashears, T. Brown and Tramel. Voting no: none. *No action taken.*

5b. Discussion and possible action to enter Executive Session pursuant to 25 O.S. § 307(B)(1) of the Oklahoma Open Meeting Act regarding the re-employment and reinstatement of former Officer Tanner Reese with the Pryor Creek Police Department at his former rate of pay, recognizing his original hire date of April 8th, 2019, to fill an anticipated vacancy created by Officer Lococo's resignation effective March 8th, 2026.

Motion was made by Brashears, second by S. Brown to enter Executive Session at 7:34 p.m. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, T. Brown, Tramel and S. Brown. Voting no: none. *Motion passed.*

5c. Consider resuming regular session. No action taken during Executive Session.

Motion was made by Brashears, second by S. Brown to exit Executive Session at 7:52 p.m. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, T. Brown, Tramel, S. Brown and Smith. Voting no: none. *Motion passed.*

5d. Possible action based on Executive Session regarding the re-employment and reinstatement of former Officer Tanner Reese with the Pryor Creek Police Department at his former rate of pay, recognizing his original hire date of April 8th, 2019, to fill an anticipated vacancy created by Officer Lococo's resignation effective March 8th, 2026.

Motion was made by Bradshaw, second by Lamar to approve the re-employment and reinstatement of former Officer Tanner Reese with the Pryor Creek Police Department at his former rate of pay, recognizing his original hire date of April 8th, 2019, to fill an anticipated vacancy created by Officer Lococo's resignation effective March 8th, 2026. Voting yes: Shropshire, Bradshaw, Brashears, T. Brown, Tramel, S. Brown, Smith and Lamar. Voting no: none. *Motion passed.*

6. COMMITTEE REPORTS:

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

a. Budget and Personnel

Shropshire reported that the next meeting will be Tuesday, February 10th.

b. Ordinance and Insurance

T. Brown reported that the next meeting will be Tuesday, March 31st.

c. Street and Maintenance

Lamar reported that the next meeting will be Tuesday, January 27th.

7. UNFORESEEABLE BUSINESS.

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

Mayor Doyle reported that ODOT District 8 Traffic Engineer Kristine Reed responded regarding the proposed installation of rumble strips along the Highway 69/49th Street corridor. ODOT will review the proposed locations and provide a maintenance agreement, and as a courtesy will install the first set of full-lane rumble strips. Mayor Doyle stated that the City intends to pursue a follow-up review to evaluate effectiveness and potential speed limit modifications, noting that ODOT is currently conducting a speed study at the Highway 20 and Carbide Road intersection.

8. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 7:57 p.m.

2. APPROVE MINUTES OF THE JANUARY 6TH, 2026 MEETING.

Motion was made by S. Brown, second by Brashears to approve the minutes of the January 6th, 2026 meeting. Voting yes: Brashears, T. Brown, Tramel, S. Brown, Smith, Lamar and Bradshaw. Abstaining, counting as a no vote: Shropshire. Voting no: none. *Motion passed.*

3. APPROVE CLAIMS FOR PURCHASE ORDERS FOR THE PRYOR PUBLIC WORKS AUTHORITY THROUGH JANUARY 20TH, 2026.

Motion was made by Shropshire, second by S. Brown to approve claims for purchase orders for the Pryor Public Works Authority through January 20th, 2026. Voting yes: T. Brown, Tramel, S. Brown, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none. *Motion passed.*

4. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

5. ADJOURN.

Motion was made by Brashears, second by S. Brown to adjourn at 7:59 p.m. Voting yes: Tramel, S. Brown, Smith, Lamar, Shropshire, Bradshaw, Brashears and T. Brown. Voting no: none. *Motion passed.*

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

MINUTES WRITTEN BY CITY CLERK HANNAH MORRIS



Bruckner Truck & Equipment - Big Cabin, OK (Mack)

32046 S Hwy 69 Big Cabin, Oklahoma 74332

Phone: (918) 380-9902

ASIST

Case Number: 20486793

Repair Order Number: RA143003528

Purchase Order Number: N/A

Service Advisor: Dunckel, James - Case Date 2026-01-29 11:48:28 -0600

Customer: City Of Pryor Creek

Unit Number: 3

Address: STREET DEPARTMENT PRYOR,
OK 74362

Phone: N/A

Fax: N/A

Customer Number: 247729

Asset: 2008 STERLING ACTERRA

Serial Number: 8AZ91551

VIN: 2FZACFDJ88AZ91551

Engine: MBE

Engine Hours: 0

Odometer: 49609 Miles

Warranty Start: N/A

In Service: N/A



8AZ91551

1 REPAIR BROKE SPRING

Includes: [Default Variation]

Complaint: REPAIR BROKE SPRING - DRIVER COMPLAINS BROKE SPRING

		Quantity	Price	Core Price	Totals
Labor:					\$1,520.00
Parts:	U-BOLT KIT	2.0	\$39.45	\$0.00	\$78.90
	LEAF SPRING 58"X3" SINGLE	1.0	\$946.68	\$0.00	\$946.68
	Parts Total				\$1,025.58
Operation Total:					\$2,545.58

Parts	\$1,025.58
Labor	\$1,520.00
Shop Supplies	\$152.00
Taxes	\$92.30
Total	\$2,789.88

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____ DATE: __/__/__



January 19, 2026

City of Pryor Creek
Attn: Zac Doyle – Mayor
P.O. Box 1167
Pryor, OK 74362

Re: PRY-24-02 Elliott Street Drainage Improvements
Change Order #2

Dear Mr. Doyle:

Enclosed is Change Order No. 2 for a \$6,800.00 contract increase, covering the addition of intersection drainage pipes to connect gutter drainage beneath sidewalks to the main drainage system.

Please place this item on the agenda for approval at your next meeting and upon approval please sign and send one copy to the Contractor with payment and email One (1) copy to dale.burke@isgengineering.com.

If you have any questions, please feel free to call me at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Dale Burke, P.E.
President

Enclosures

Project No. PRY-24-02

cc w/enclosure:
Buddy Glenn, City of Pryor Creek

Change Order No. Two (2)

Date of Issuance: January 19, 2026

Effective Date: February 3, 2026

Project:	Owner:	Owner's Contract No.:
Elliott Street Drainage Improvements	City of Pryor Creek	N/A
Contract:		Date of Contract:
Elliott Street Drainage Improvements		8/5/2025
Contractor:		Engineer's Project No.:
J&S Construction		PRY-24-02

The Contract Documents are modified as follows upon execution of this Change Order:

Description:									
Item	Description	Qty	Unit	Unit Price	Total Price	Revised Qty	Revised Total Price		
CO2-1	Auxiliary Drainage Piping	0	LS	\$ 6,800.00	\$ -	1	\$ 6,800.00	1	\$ 6,800.00
				Total Amount					\$ 6,800.00

Add Days for Additional Work/Material Delays	30	days	
Add Days for Weather	From	to	days

Attachments: (List documents supporting change): Quantities revise to match awarding all phases of the project and field order #1.

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$370,389.00

From previously approved Change
Orders No. 1 to No. 1:
(\$9,210.00)

Contract Price prior to this Change Order:
\$361,179.00

Increase of this Change Order:
\$6,800.00

Contract Price incorporating this Change Order:
\$367,979.00

CHANGE IN CONTRACT TIMES:

Original Contract Times:	Working days	X - Calendar days
Substantial completion (days or date):	60 days	11/24/2025

Increase from previously approved Change
Orders No. 1 to No. 1:
Substantial completion (days or date):

Contract Times prior to this Change Order:

Substantial completion (days or date):	90 days	12/24/2025
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Increase of this Change Order:
Substantial completion (days or date): 30 days

Contract Times with all approved Change Orders:
Substantial completion (days or date): 120 days 1/23/2026

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Leon Dale Burke Jr. LEON DALE
Engineer (Authorized Signature) BURKE JR.

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Date: January 19, 2026

Date:

Date: JANUARY 17, 2026

Approved by Funding Agency (if applicable)

Date:

EJCDC No. C-941 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Page 1 of 1



January 20, 2026

City of Pryor Creek
12 N. Rowe Street
Pryor Creek, OK 74362

Re: PRY-24-02 Elliott Street Drainage Improvements
Contractor's Pay Application No. 2

Dear Mr. Doyle:

Enclosed you will find one (1) copy of the Contractor's Pay Request No. 2 for the referenced project.

We recommend payment of the amount of \$135,571.18.

Please place this item on the agenda for approval at your next meeting and upon approval please sign and send one copy to the Contractor with payment and email One (1) copy to dale.burke@isgengineering.com.

If you have any questions, please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

A handwritten signature in blue ink that reads "Dale Burke". The signature is fluid and cursive, written over a horizontal line.

Dale Burke, P.E.
President

DB/db
Enclosures

Project No. PRY-24-02



Contractor's Application for Payment No. 2

Application Period	02/20/2025	To	1/19/2026	Date	January 20, 2026
To (Owner)	City of Troy	From (Contractor)	J & S Construction	Via (Engineer)	Date Burke ISG
Project	South Elliott Street Drainage Improvements	Contract	South Elliott Street Drainage Improvements	Engineer's Project No.	FR-24-02
Owner's Contract No.	N/A	Contractor's Project No.			

Application For Payment (Change Order Summary)

Approved Change Orders	Number	Additions	Deductions
	1		\$9,210.00
TOTALS			\$9,210.00
NET CHANGE BY CHANGE ORDERS			-\$9,210.00

1. ORIGINAL CONTRACT PRICE.....	\$	\$370,389.00
2. Net change by Change Orders.....	\$	\$-9,210.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$361,179.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$361,179.00
5. RETAINAGE:		
a. 5% X <u> </u> Work Completed.....	\$	\$18,058.95
b. 5% X <u> </u> Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$18,058.95
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$343,120.05
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	\$107,968.87
8. AMOUNT DUE THIS APPLICATION.....	\$	\$235,151.18
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5c above).....	\$	\$18,058.95

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials, and equipment incorporated in said Work or otherwise linked in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By J & S Construction Date 1-20-26

Payment of	\$	\$135,571.18	(Line 8 or other - attach explanation of the other amount)
is recommended by		<u>[Signature]</u> (Engineer)	<u>1/20/26</u> (Date)
Payment of	\$	\$135,571.18	(Line 8 or other - attach explanation of the other amount)
is approved by			(Date)
Approved by			(Date)
			Funding or Financing Entity (if applicable)
			(Date)

Contractor's Application

Progress Estimate - Unit Price Work

[illegible]

NOTARIZED SWORN STATEMENT OF NON-COLLUSION

For the purposes of competitive bid or contract executed by the City of Pryor Creek for an acquisition in excess of the fair and reasonable acquisition threshold amount, I certify:

1. I am the duly authorized agent of J & S Construction for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting.
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. to any discussions between bidders or suppliers and any state official concerning exchange of money or other things of value for special consideration in connection with the prospective contract.

I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

Signed _____

Subscribed and sworn to before me this 19th day of January, 2026.

Notary Public (or Clerk or Judge) _____



ORDINANCE NO. 2025-14

**AN ORDINANCE OF THE CITY OF PRYOR CREEK, OKLAHOMA
GRANTING A NON-EXCLUSIVE PERMIT TO CLARITY TELECOM,
LLC (D/B/A BLUEPEAK) FOR THE CONSTRUCTION AND OPERATION
OF A CABLE SYSTEM.**

WHEREAS, the City's role as manager of public rights-of-way and easements and as a regulator of cable service requires it to maintain a fair and level playing field for all such service providers; and

WHEREAS, the City and Bluepeak have determined that it is in the best interest of all parties, including the citizens of City, that Bluepeak be granted the right to construct and operate a cable system to provide cable services within the City; and

WHEREAS, the City Council of Pryor Creek has relied on Bluepeak's representations and has considered all information presented to it by Bluepeak, by City staff, and the public, and has determined that Bluepeak has the technical, legal, and financial ability to construct and operate a cable system and to provide cable services; and

WHEREAS, Article VIII, Section 71 of the Charter of the City of Pryor Creek requires that no franchise be granted, extended, or renewed without approval of a majority of the qualified electors voting thereon at a regular or special election;

WHEREAS, The Cable Communications Policy Act of 1984, 47 U.S.C. §§ 521-573, establishes a comprehensive federal framework governing cable television systems, provides that franchises are to be granted by a local 'franchising authority,' and expressly preempts inconsistent local provisions pursuant to § 556(c);

WHEREAS, 47 U.S.C. § 522(10) defines the term "franchising authority" as any governmental entity empowered by Federal, State, or local law to grant a franchise.

WHEREAS, The City Council has reviewed the Charter, the proposed Bluepeak franchise agreement, and applicable federal law, and finds that the Charter's election requirement conflicts with The Cable Communications Policy Act of 1984 as applied to cable television systems and is therefore preempted;

WHEREAS, based upon such representations, the City Council of Pryor Creek has determined that it would be in the best interests of the City to grant Bluepeak a non-exclusive permit to construct, install, maintain, and operate a cable system in the City, subject to the terms and conditions set forth herein and applicable federal, state, and municipal statutes, regulations and ordinances, is consistent with the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PRYOR CREEK THAT THE FOLLOWING ORDINANCE BE ENACTED:

SECTION 1: Definition of Terms

For the purpose of this ordinance (the “Ordinance”), the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

(A) “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Bluepeak.

(B) “Basic Cable” means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.

(C) “Bluepeak” means Clarity Telecom, LLC (D/B/A Bluepeak), or the lawful successor, transferee, or assignee thereof.

(D) “Cable Service” means (i) the one-way transmission to Subscribers of Video Programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

(E) “Cable System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other equipment that is designed to provide Cable Service or other service to Subscribers. Bluepeak’s cable system will be a fiber to the home/business network within the City utilizing the latest GPON/XGS PON infrastructure. Services available over the Cable System will include an Internet Protocol video service that includes the channels and programs commonly offered in the video marketplace in the City, as well as an integrated over-the-top (OTT) marketplace providing consumers access to content from providers like Netflix, Amazon Prime, Hulu, HBO max, etc. In addition, the Cable System will be capable of delivering high speed, symmetrical, bi- directional Internet to residential customers ranging from 1 to 2 Gbps and upwards of 10 Gbps for business customers.

(F) “City” means the City of PRYOR CREEK, Oklahoma, a municipal corporation.

(G) “FCC” means Federal Communications Commission, or successor governmental entity thereto.

(H) “Permit” means the initial authorization, or renewal thereof, issued by the City, regardless of whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.

(I) “Person” means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

(J) “Public Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public

utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by City in the Service Area which shall entitle City and Bluepeak to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Public Way" also means any easement now or hereafter held by City within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle City and Bluepeak to the use thereof for the purposes of installing or transmitting Bluepeak's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

(K) "Service Area" means the present municipal boundaries of the City and all areas annexed into the City in the future.

(L) "Subscriber" means a user of the Cable System who lawfully receives Cable Service with Bluepeak's express permission.

(M) "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Permit

2.1 **Grant.** City hereby grants to Bluepeak a nonexclusive Permit authorizing Bluepeak to construct and operate a Cable System and offer Cable Service and other service in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Permit shall be construed to prohibit Bluepeak from offering any service over its Cable System that is not prohibited by applicable law.

2.2 **Term.** The Permit granted pursuant to this Ordinance shall be for a term of ten (10) years from the passed and adopted date of the Permit unless otherwise lawfully terminated in accordance with the terms of this Ordinance. The Permit and the Agreement will automatically renew for one (1) additional ten (10) year term unless either Party notifies the other in writing at least 12 months prior to the expiration of the initial 10-year term that it desires to enter into renewal negotiations pursuant to Paragraph 2.6 below.

2.3 **Acceptance.** Bluepeak shall accept the Permit granted pursuant hereto by signing this Ordinance and filing same with the City Clerk within sixty (60) days after the passage and final adoption of this Ordinance.

2.4 **Favored Nations.** In the event City enters into or has entered into a Permit of any kind with any Person other than Bluepeak to enter into the Public Ways for the purpose of constructing or operating a Cable System or providing Cable Service or video service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those

contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the Public Way in the Service Area, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a permit as provided for in this Ordinance in order to provide such services, City hereby agrees that, upon a request from Bluepeak, as a matter of law, Bluepeak's Permit will be modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and conditions as such person(s) on a competitively neutral basis. Except as specifically provided in this paragraph, neither City nor Bluepeak shall be permitted to take any unilateral action that materially changes the explicit mutual promises and covenants contained in this Permit, and any changes, modifications or amendments to this Permit must be made in writing, signed by City and Bluepeak.

2.5 **Change of Law.** In the event the federal, state, or local law, rules or regulations are amended, modified, or created that have the effect of modifying the terms and conditions of this Permit during the Term or any extension thereof, Bluepeak has the sole option to terminate this Permit upon ninety (90) days' notice to City. Nothing in this Permit shall impair the right of Bluepeak to terminate this Permit and, at Bluepeak's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity (such as the State of Oklahoma). To the extent that Bluepeak obtains an authorization to operate a network and serve customers under applicable laws in lieu of this Permit, Bluepeak shall have the right to terminate this Permit upon 90 days prior written notice to City.

2.6 **Renewal of Permit.** Prior to the end of the Permit term, City and Bluepeak agree to enter into good faith negotiations regarding the renewal, modification, and/or extension of this Permit.

SECTION 3: Standards of Service

3.1 **Conditions of Street Occupancy.** All transmission and distribution structures, poles, other lines, and equipment installed or erected by Bluepeak pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. Bluepeak shall comply with all right-of-way and easement management ordinances and/or regulations enacted by City, including such ordinances and/or regulations enacted after the effective date of this Permit.

3.2 **Restoration of Public Ways.** If during the course of Bluepeak's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Bluepeak, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 **Relocation at Request of Permitting Authority.** Upon its receipt of reasonable advance notice, Bluepeak shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of Bluepeak when

lawfully required by City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by; City; but, Bluepeak shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to Bluepeak.

3.4 **Relocation at Request of Third Party.** Bluepeak shall, on the request of any Person holding a building or other structure moving permit issued by City, temporarily raise or lower its wires to permit the moving of such building or other structure, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by Bluepeak, making such payment in advance; and (b) Bluepeak is given not fewer than ten (10) business days' advance written notice to arrange for such temporary wire changes.

3.5 **Trimming of Trees and Shrubbery.** Bluepeak shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with Bluepeak wires, cables, or other equipment. Bluepeak shall reasonably compensate City or property owner for any damages caused by such trimming.

3.6 **Safety Requirements.** Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.7 **Aerial and Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Bluepeak likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Bluepeak's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Bluepeak shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this paragraph shall require Bluepeak to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this paragraph, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Bluepeak shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

3.8 **Subscriber Charges for Extensions of Service.** If a Subscriber's residence is located within 125 feet of Bluepeak's feeder cable, the Cable Service will be provided at Bluepeak's published rate for standard installations. However, if such residence is located farther than 125 feet from Bluepeak's nearest feeder cable, then Bluepeak shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to pay the capital costs of extending the Cable System. Bluepeak may require that such Subscribers pay the capital contribution for construction in advance. Subscribers also shall be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence. Cable Service offered to Subscribers pursuant to this Article shall be conditioned upon Bluepeak having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit Bluepeak's ability to offer or provide bulk rate discounts or promotions.

3.9 **Pole Attachments.** Utility poles owned by City or an affiliated entity shall be available for use by Bluepeak. Bluepeak shall pay City the maximum cable services pole rental rate as determined by the rules of the FCC for the use of poles owned by City or its affiliate, but not to exceed the amount paid by any other Cable Service provider attaching to such poles pursuant to a current and effective pole agreement.

SECTION 4: Regulation by Permitting Authority

4.1 **Permit Fee.** During the term of this Permit, Bluepeak shall pay to City a fee equal to five percent (5%) of the gross revenues that Bluepeak and its affiliates collected from each subscriber to Bluepeak's Cable Services, and five percent (5%) of the portion of gross revenues from advertising which are defined below the fee ("Permit Fee"). The Permit Fee may be identified and passed through on any subscriber bill by Bluepeak, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each calendar quarter.

(A) For purposes of this Permit, gross revenues are limited to the following:

- (1) recurring charges for Cable Services;
- (2) event-based charges for Cable Services, including but not limited to pay-per-view and video-on-demand charges;
- (3) rental of set top boxes and other Cable Services equipment;
- (4) service charges related to the provision of Cable Services, including, but not limited to, activation, installation, and repair;
- (5) administrative charges related to the provision of Cable Services, including, but not limited to, service order and service termination charges; and
- (6) amounts billed to Cable Services subscribers to recover the Permit Fee authorized by this section.

(B) For purposes of this Permit, gross revenues do not include:

(1) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;

(2) late payment fees;

(3) revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of Cable Services and not for the provisioning of any other service provided by Bluepeak or its affiliates;

(4) amounts billed to Cable Services subscribers to recover taxes, fees or surcharges imposed upon Cable Services subscribers in connection with the provision of Cable Services, other than the Permit Fee authorized by this section;

(5) revenue from the sale of capital assets or surplus equipment; or

(6) charges, other than those described in subsection (A), that are aggregated or bundled with amounts billed to Cable Services subscribers.

(C) Gross revenues which are subject to the Permit Fee paid by Bluepeak additionally include a pro rata portion of all revenue collected by Bluepeak pursuant to compensation arrangements for advertising (less any commissions Bluepeak receives from any third parties for advertising) and home-shopping sales derived from the operation of Bluepeak's Cable System within the Service Area. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(D) Bundling discounts shall be apportioned fairly among video and other services. Bluepeak shall not apportion revenue in such a manner as to avoid the Permit Fee.

(E) The Permit Fee shall not apply to Internet access or Internet-based telephone services offered by Bluepeak. If the FCC or any other federal or state governmental authority with jurisdiction to do so authorizes the collection of such a fee during the term of this Permit, then Bluepeak shall, upon reasonable notice of the imposition of such a fee by City that applies equally to all Internet access or Internet-based telephone service providers within the Service Area, commence remittance of a fee in the amount of not more than five percent (5%) of the gross revenues collected from the sale of such Internet access or Internet-based telephone services during the remaining term of this Permit; provided that City and Bluepeak agree to the specific amount in an amendment to this Ordinance/Permit. *This exclusion shall not apply to the payment of statutory "911" fees; such fees shall be collected and remitted by Bluepeak beginning the effective date of this Permit as required by applicable law.*

(F) In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any

arrangement with City during the term of this Permit whereby it is required or allowed to pay a fee to City that is similar to the Permit Fee described herein, this Permit shall be amended to allow Bluepeak to substitute the definition of “gross revenue” set forth in that agreement or arrangement for the definition of “gross revenue” set forth in this Permit immediately upon request of Bluepeak.

Bluepeak and City agree that the Permit Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, permit fees, taxes, or assessments except sales taxes, personal or real property taxes, and act valorem taxes.

4.2 **Rates and Charges.** City may not regulate the rates for the provision of Cable Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, Bluepeak has the right to modify its rates and charges, at its discretion and without consent of City, including, but not limited to, the implementation of additional charges and rates; provided, however, that Bluepeak shall give notice to City of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

4.3 **Conditions of Sale.** Except to the extent expressly required by federal or state law, if a renewal or extension of the Permit is denied or the Permit is lawfully terminated, and City either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

Bluepeak and City agree that in the case of a lawful revocation of the Permit, at Bluepeak’s request, which shall be made in its sole discretion, Bluepeak shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. City further agrees that during such a period of time, it shall authorize Bluepeak to continue to operate pursuant to the terms of its prior Permit; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Bluepeak is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to City, Bluepeak and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that City’s continued operation of its Cable System during the six (6)-month period shall not be deemed to be a waiver, nor an extinguishment of; any rights of either City or Bluepeak. Notwithstanding anything to the contrary set forth in this paragraph, neither City nor Bluepeak shall be required to violate federal or state law.

4.4 **Transfer of Permit.** All of the rights and privileges and all of the obligations, duties and liabilities created by this Permit shall pass to and be binding upon the successors of City and the successors and assigns of Bluepeak and the same shall not be assigned or transferred without the written approval of the City Council, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that this Section shall not prevent the assignment or hypothecation of the Permit by Bluepeak as security for debt without such approval; and provided further that transfers or assignments of this Permit between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities which are controlled or managed by the same person, persons, or entities, shall be permitted without the prior approval of City (“intracompany

transfers”). Bluepeak shall notify City in writing within thirty (30) days of the closing of such intracompany transfer.

SECTION 5: Compliance and Monitoring

5.1 **Books and Records.** Bluepeak agrees that City may review such of Bluepeak’s books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the financial terms hereof. Such records include, but are not limited to, any public records required to be kept by Bluepeak pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Bluepeak shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. City agrees to treat any information disclosed to it by Bluepeak as confidential, to the extent not prohibited by law, and to disclose it only to employees, representatives, and agents of City that have a need to know, or in order to enforce the provisions hereof.

SECTION 6: Insurance, Indemnification, and Bonds or Other Surety

6.1 **Insurance Requirements.** Bluepeak shall maintain in full force and effect during the term of the Permit, at its own cost and expense, Comprehensive General Liability Insurance in the amount of at least \$1,000,000. Such insurance shall designate City as an additional insured to the liability limits imposed by the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*

6.2 **Indemnification.** Bluepeak agrees to indemnify, save and hold harmless, and defend City, its officers, boards and employees, from and against any liability for damages and for any liability or claims, in each case resulting from property damage or bodily injury (including accidental death) which arise out of Bluepeak’s construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys’ fees and costs.

6.3 **Bonds and other Surety.** Except as expressly provided herein, Bluepeak shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Permit or continuing its existence. City acknowledges that the legal, financial, and technical qualifications of Bluepeak are sufficient to afford compliance with the terms of the Permit and the enforcement thereof. Bluepeak and City recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Service or other service. In order to minimize such costs, City agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. City agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$100,000 conditioned upon the substantial performance of the material terms, covenants, and conditions of the Permit. Initially, no bond or other surety shall be required. In the event that one is required in the future, City agrees to give Bluepeak at least sixty (60) days’ prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in Bluepeak’s legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Permit or afford compliance therewith.

SECTION 7: Emergency Alert

7.1 **Emergency Alert.** Bluepeak shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11).

SECTION 8: Miscellaneous Provisions

8.1 **Preemption.** If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Permit, then, to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by City, the jurisdiction of City shall cease and no longer exist.

8.2 **Employment Requirements.** Bluepeak shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, sex, religion, gender, national origin, age, familial status or disability. Bluepeak shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

8.3 **Notice.** Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Ordinance/Permit shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service (such as Federal Express). If questioned, the party sending a notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered. The parties may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this section.

To City: City Clerk
 City of Pryor Creek
 12 North Rowe Street
 Pryor Creek, Oklahoma 74631

To Bluepeak: Bluepeak
 4600 S. Ulster St., Suite 1300
 Denver, CO 80237
 Attn: Legal Notices

Email Copy to: Compliance.Team@myBluepeak.com

8.4 **Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Permit or any renewal or renewals thereof.

8.6 **Force Majeure.** Bluepeak shall not be held in default under, or in noncompliance with, the provisions of the Permit, nor suffer any enforcement or penalty relating to noncompliance

or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Bluepeak to control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Bluepeak's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

PASSED, APPROVED AND ADOPTED BY THE _____ CITY COUNCIL
THIS _____ DAY OF _____, 2025.

By: _____

Title: Mayor

(SEAL)

ATTEST:

By: _____, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____,
2025.

By: _____

Title: City Attorney

ACCEPTANCE BY PERMIT HOLDER

Accepted this _____ day of _____, 2025, subject to applicable federal, state and local law.

**CLARITY TELECOM, LLC (D/B/A
BLUEPEAK)**

By: _____

Name: _____

Title: _____