MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, JANUARY 6TH, 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 Lori Bradshaw. Roll Call was conducted by City Clerk Hannah Morris. Council members present included Terry Lamar, Lori Bradshaw, Kenneth Brashears, Tyler Brown, Charles Tramel, Steve Brown and Bruce Smith. Members absent: Choya Shropshire.

Department Heads and other City Officials present: Chase McBride, Jeremy Cantrell, Justin Couch, Becki Sams-Benham, BK Young, Buddy Glenn, Dennis Bowman, Johnny Janzen, Cari Rerat, Mike Moore and Lori Ballew.

Others present: David Shaulis, Susan Wilcox, Harper Meehan, Jeanette Anderson, Matthew Harms, Thomas Conseen, Tamara Bryan, Nena Roberts, Autumn Graybill, Gilbert Graybill and Marshel Morrison.

2. PETITIONS FROM THE AUDIENCE:

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

There were no petitions from the audience.

3. DEPARTMENT HEAD REPORTS.

a. Building Inspector

Mayor Doyle reported on behalf of Kenny Young that they have completed 87 paid inspections in December, along with 24 contractor inspections in coordination with MUB to address community issues. He stated that during 2025, Craig Higley and Kenny completed a total of 697 inspections, including 169 commercial inspections by Craig and 528 inspections by Kenny. He noted that staff worked on abatement hearings, reviewed building plans, and assisted several homeowners and contractors with code and zoning questions.

b. Emergency Management

Janzen reported on several countywide initiatives affecting Pryor. He stated that storm shelter registration information is being integrated into the GeoSafe system, allowing registered shelter locations to appear directly on emergency response maps. He estimated that Pryor has approximately 400–500 registered shelters. Janzen also reported that three additional digital message boards were recently purchased and are expected to arrive this week, bringing the total available signs to six for countywide use. He provided an update on ongoing coordination with ODOT regarding speed reduction and safety measures along the Highway 20 corridor, noting that approval is still pending.

c. Fire

BK Young reported that annual run statistics were submitted to the State Fire Marshal's Office, noting that a reporting system transition in October and November required data to be compiled from two systems. He stated that overall call volumes remain consistent with annual averages and that no significant increases were observed in fire or medical responses.

d. Golf

Bowman reported that the golf course experienced heavy activity due to favorable weather conditions. He stated that $5,034 was deposited into the golf course account from the City employee fundraiser golf tournament, with additional fundraising efforts underway. He also reported that routine course and equipment maintenance continues and that tournament scheduling for the upcoming year is in progress.

e. Library

Rerat reported that regular programming has resumed following the holiday season, including adult coloring, story time, crafting groups, teen programs and after-school meals provided through the Food Bank of Eastern Oklahoma. She announced the launch of a new writing group in partnership with Art Good and highlighted upcoming programs such as 3D figure painting, a book-to-film club, intergenerational game nights and family movie nights. She noted that December attendance exceeded November totals and that January activity is trending upward.

f. Parks / Cemetery

Powell reported that December work focused on drainage projects at Centennial Park, including improvements behind the tennis courts. He stated that one large tree was removed due to safety concerns and that concrete work was completed with assistance from the Street Department. He noted that playground equipment installation will begin once weather conditions allow.

g. Police / Animal Shelter

Cantrell reported that December included several major incidents, including a fatality near Highway 20 and Carbide Road and a stabbing incident on Coo-Y-Yah Street. He provided year-end statistics, noting approximately 19,000 calls for service in 2025, an increase of roughly 6,000 from the prior year. He stated that traffic stops and accident reports have increased and that staffing remains a challenge as new officers complete training.

Sams-Benham reported significant adoption activity in December, noting that adoptable cats decreased from 42 to two. She stated that 24 adoptable dogs remain, with additional intakes ongoing. She also reported that during 2025, a total of 599 animals—including dogs, cats, livestock, and poultry—were adopted or transferred, while 569 animals were taken in.

h. Recreation Center

Moore reported that membership exceeded 2,000 in December, with retention rates averaging approximately 70–74%. He stated that day pass usage was strong, particularly for basketball. He reported no major maintenance issues and noted that replacement HVAC units are on order. He also stated that the facility remains under budget and is planning activities to commemorate the Recreation Center's 20th anniversary in March 2026.

i. Street

Glenn reported ongoing sweeping, ditch cleaning, and drainage improvements throughout the city, including work on Southeast 2nd Court, North Maple, Southwest 9th Street and Southeast 7th and Coo-Y-Yah. He stated that concrete repairs were completed at multiple locations and that "stop ahead" warning signs for Highway 69 are on order per ODOT requirements. He also reported regarding the South Elliott project, noting that final inspections have not yet occurred and that identified issues are being addressed in coordination with the engineer and contractor.

j. City Clerk

Morris reported that November financial statements were completed and that staff is currently working on December reporting in preparation for mid-year review. She stated that year-end reporting and ACA forms are in progress. She also reported that 45 building permits were issued in December totaling just over $11,000 and that eight abatements were processed, with two ready for approval. She noted ongoing staff training, website updates, and that there were no tort claims to report.

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 December 16th, 2025 Council meeting.
b. Approve payroll purchase orders through January 16th, 2026.
c. Approve claims for purchase orders through January 6th, 2026.

FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL	911575B - 2520251479	$102,543.71
STREET & DRAINAGE	911598B - 2520251494	$25,179.76
CEMETERY CARE FUND	2520251411 - 2520251497	$1,391.81
GOLF COURSE	2520251469 - 2520251528	$14,999.95
CAPITAL OUTLAY	2520250986 - 2520251554	$30,442.23
REAL PROPERTY ACQUISITION RES.	2520251485 - 2520251560	$5,752.48
RECREATION CENTER	2520251456 - 2520251508	$28,705.97
E-911	2520251471	$137.38
EDTA	2520251540	$5,000.00
	TOTAL	$214,153.29
	BLANKETS	
911616B	ENTERPRISE FLEET MANAGEMENT	$15,000.00
	TOTAL	$15,000.00

d. Approve appropriations for March 2025.

Appropriation Request for the Month of March 2025	
FLEX SPEND PLAN	$ 12.89
STREET & DRAINAGE IMPROV. SALE	$ 147,835.54
CEMETERY CARE INTEREST	$ -
CEMETERY CARE FUND	$ 215.00
GOLF COURSE CASH	$ 62,563.84
CAPITAL OUTLAY/CAPITAL IMPROVE	$ 49,037.71
CAPITAL OUTLAY RESERVE FUND	$ 460.00
REAL PROPERTY ACQUISITION RES.	$ 1,582.50
POLICE TRAINING FEES	$ 1,009.00
MAIN STREET BOND ACCOUNT	$ 10,897.26
HOTEL/MOTEL TAX	$ 8,696.27
LIBRARY BUILDING FUND	$ -
RECREATION CENTER-CASH FUND	$ 105,416.96
PPWA SINKING FUNDS	$ 98,075.41
PPWA BOND PROCEEDS	$ 3,576.92
E-911	$ 202.49
LIBRARY SPECIAL	$ 10,525.60
DONATIONS	$ 218.00
EDTA	$ 528.12
TOTAL	$ 500,853.51

e. Approve appropriations for April 2025.

Appropriation Request for the Month of April 2025	
FLEX SPEND PLAN	$ 11.04
STREET & DRAINAGE IMPROV. SALE	$ 147,083.15
CEMETERY CARE INTEREST	$ -
CEMETERY CARE FUND	$ 508.75
GOLF COURSE CASH	$ 81,203.51
CAPITAL OUTLAY/CAPITAL IMPROVE	$ 92,973.84
CAPITAL OUTLAY RESERVE FUND	$ 140.00
REAL PROPERTY ACQUISITION RES.	$ -
POLICE TRAINING FEES	$ 683.33
MAIN STREET BOND ACCOUNT	$ 10,928.95
HOTEL/MOTEL TAX	$ 12,369.74
LIBRARY BUILDING FUND	$ -
RECREATION CENTER-CASH FUND	$ 107,420.46
PPWA SINKING FUNDS	$ 98,360.57
PPWA BOND PROCEEDS	$ 3,766.19
E-911	$ 6,089.58
LIBRARY SPECIAL	$ 2,123.50
DONATIONS	$ 355.00
EDTA	$ 1,472.13
TOTAL	$ 565,489.74

f. Approve appropriations for May 2025.

Appropriation Request for the Month of May 2025	
FLEX SPEND PLAN	$ 8.97
STREET & DRAINAGE IMPROV. SALE	$ 169,929.30
CEMETERY CARE INTEREST	$ -
CEMETERY CARE FUND	$ 1,406.25
GOLF COURSE CASH	$ 113,268.44
CAPITAL OUTLAY/CAPITAL IMPROVE	$ 53,206.66
CAPITAL OUTLAY RESERVE FUND	$ 1,060.00
REAL PROPERTY ACQUISITION RES.	$ -
POLICE TRAINING FEES	$ 800.00
MAIN STREET BOND ACCOUNT	$ 11,268.15
HOTEL/MOTEL TAX	$ 8,365.90
LIBRARY BUILDING FUND	$ -
RECREATION CENTER-CASH FUND	$ 94,876.05
PPWA SINKING FUNDS	$ 101,413.31
PPWA BOND PROCEEDS	$ 3,762.08
E-911	$ 29.85
LIBRARY SPECIAL	$ 87.35
DONATIONS	$ 5,237.56
EDTA	$ 4,526.27
TOTAL	$ 569,246.14

g. Approve appropriations for June 2025.

Appropriation Request for the Month of June 2025	
FLEX SPEND PLAN	$ 16.52
STREET & DRAINAGE IMPROV. SALE	$ 154,644.11
CEMETERY CARE INTEREST	$ -
CEMETERY CARE FUND	$ 1,262.50
GOLF COURSE CASH	$ 74,201.44
CAPITAL OUTLAY/CAPITAL IMPROVE	$ 56,030.66
CAPITAL OUTLAY RESERVE FUND	$ 1,860.00
REAL PROPERTY ACQUISITION RES.	$ -
POLICE TRAINING FEES	$ 610.11
MAIN STREET BOND ACCOUNT	$ 11,895.70
HOTEL/MOTEL TAX	$ 6,863.43
LIBRARY BUILDING FUND	$ -
RECREATION CENTER-CASH FUND	$ 126,994.48
PPWA SINKING FUNDS	$ 107,061.31
PPWA BOND PROCEEDS	$ 3,781.14
E-911	$ 26.60
LIBRARY SPECIAL	$ 3,169.10
DONATIONS	$ 563.00
EDTA	$ 11,587.15
TOTAL	$ 560,567.25

h. Approve appropriations for July 2025.

Appropriation Request for the Month of July 2025	
FLEX SPEND PLAN	$ 50.68
STREET & DRAINAGE IMPROV. SALE	$ 163,032.46
CEMETERY CARE INTEREST	$ -
CEMETERY CARE FUND	$ 1,412.50
GOLF COURSE CASH	$ 102,210.95
CAPITAL OUTLAY/CAPITAL IMPROVE	$ 54,565.84
CAPITAL OUTLAY RESERVE FUND	$ 480.00
REAL PROPERTY ACQUISITION RES.	$ -
POLICE TRAINING FEES	$ 961.56
MAIN STREET BOND ACCOUNT	$ 11,570.19
HOTEL/MOTEL TAX	$ 18,112.16
LIBRARY BUILDING FUND	$ -
RECREATION CENTER-CASH FUND	$ 160,135.51
PPWA SINKING FUNDS	$ 104,131.68
PPWA BOND PROCEEDS	$ 3,740.01
E-911	$ 30.21
LIBRARY SPECIAL	$ 938.50
DONATIONS	$ 2,570.00
EDTA	$ 8,753.94
TOTAL	$ 632,696.19

i. Approve appropriations for August 2025.

Appropriation Request for the Month of August 2025	
FLEX SPEND PLAN	$ 43.46
STREET & DRAINAGE IMPROV. SALE	$ 159,004.62
CEMETERY CARE INTEREST	$ -
CEMETERY CARE FUND	$ 1,437.50
GOLF COURSE CASH	$ 105,905.77
CAPITAL OUTLAY/CAPITAL IMPROVE	$ 55,040.06
CAPITAL OUTLAY RESERVE FUND	$ 180.00
REAL PROPERTY ACQUISITION RES.	$ -
POLICE TRAINING FEES	$ 764.34
MAIN STREET BOND ACCOUNT	$ 12,231.12
HOTEL/MOTEL TAX	$ 10,930.56
LIBRARY BUILDING FUND	$ -
RECREATION CENTER-CASH FUND	$ 98,260.54
PPWA SINKING FUNDS	$ 110,080.12
PPWA BOND PROCEEDS	$ 3,777.53
E-911	$ 27.07
LIBRARY SPECIAL	$ 584.10
DONATIONS	$ 2,720.00
EDTA	$ 1,960.95
TOTAL	$ 562,947.74

j. Approve appropriations for September 2025.

Appropriation Request for the Month of September 2025	
FLEX SPEND PLAN	$ 38.05
STREET & DRAINAGE IMPROV. SALE	$ 176,259.88
CEMETERY CARE INTEREST	$ -
CEMETERY CARE FUND	$ 368.75
GOLF COURSE CASH	$ 64,427.08
CAPITAL OUTLAY/CAPITAL IMPROVE	$ 58,795.86
CAPITAL OUTLAY RESERVE FUND	$ 100.00
REAL PROPERTY ACQUISITION RES.	$ -
POLICE TRAINING FEES	$ 676.66
MAIN STREET BOND ACCOUNT	$ 13,065.75
HOTEL/MOTEL TAX	$ 8,558.05
LIBRARY BUILDING FUND	$ -
RECREATION CENTER-CASH FUND	$ 101,645.52
PPWA SINKING FUNDS	$ 117,591.73
PPWA BOND PROCEEDS	$ 3,753.21
E-911	$ 26.21
LIBRARY SPECIAL	$ 121.45
DONATIONS	$ 45.00
EDTA	$ 17,182.40
TOTAL	$ 562,655.60

k. Accept a bid in the amount of $1,132.58 from Tramel Family Lawn for the abatement of the property at 902 SE 2nd to be paid from Real Property Acquisition Reserve - Nuisance Abatement Account #46-465-5450. One other bid was received from McWhirt Trucking in the amount of $1,500.00. A total of nineteen (19) bid packets were distributed, and the opportunity was posted on the City's website.

l. Accept a bid in the amount of $6,500.00 from Wade's Wrecker Service for the demolition of the property at 317 N Mayes to be paid from Real Property Acquisition Reserve - Nuisance Abatement Account #46-465-5450. Other bids received: Tibbets Trucking in the amount of $8,000.00 and McWhirt Trucking in the amount of $9,500.00. A total of nineteen (19) bid packets were distributed, and the opportunity was posted on the City's website.

m. Accept the resignation of Patrolman Tanner Reese from the Police Department effective January 9th, 2026.

n. Approve an expenditure in the amount of $5,420.00 to McBride & McBride for Kenny Bennett v City of Pryor - Arbitration, $3,400.00 from Police Training Account #02-215-5112 and $2,020.00 from Jail Operations Account #02-215-5333.

o. Approve an expenditure in the amount of $18,164.58 to Drill Rite, Inc. for the Asphalt laying on old Highway 20, from Street Rehab Projects Account #14-145-5410.

Motion was made by Brashears, second by S. Brown to approve the consent agenda less item k. Voting yes: Lamar, Bradshaw, Brashears, T. Brown, Tramel, S. Brown and Smith. Voting no: none.

4k. Accept a bid in the amount of $1,132.58 from Tramel Family Lawn for the abatement of the property at 902 SE 2nd to be paid from Real Property Acquisition Reserve - Nuisance Abatement Account #46-465-5450. One other bid was received from McWhirt Trucking in the amount of $1,500.00. A total of nineteen (19) bid packets were distributed, and the opportunity was posted on the City's website.

Motion was made by Brashears, second by T. Brown to accept a bid in the amount of $1,132.58 from Tramel Family Lawn for the abatement of the property at 902 SE 2nd to be paid from Real Property Acquisition Reserve - Nuisance Abatement Account #46-465-5450. Voting yes: Bradshaw, Brashears, T. Brown, S. Brown, Smith and Lamar. Abstaining, counting as a no vote: Tramel. Voting no: none.

5. MAYOR'S REPORT

(These are items possibly requiring discussion and action.)

5a. Discussion and update regarding tennis court bathrooms.

Mayor Doyle reported that many businesses have donated funds or in-kind services for the purpose of constructing the new facility. He stated that the finished building will include accessible bathrooms, a concession stand, a shaded area for patrons and a utility room for equipment and maintenance.

5b. Discussion and possible action to hire Matthew Harms, a CLEET-certified officer, as a Patrolman, Range J, Step 2, to fill the vacancy created by the resignation of Tanner Reese, effective January 12th, 2026.

Motion was made by Brashears, second by Bradshaw to approve hiring Matthew Harms, a CLEET-certified officer, as a Patrolman, Range J, Step 2, to fill the vacancy created by the resignation of Tanner Reese, effective January 12th, 2026. Voting yes: Brashears, T. Brown, Tramel, S. Brown, Smith, Lamar and Bradshaw. Voting no: none.

5c. Discussion and possible action to hire Brielei Crawford as a Communications Officer, Range R, Step 2, to fill the vacancy created by the resignation of Katie Pilmaier, effective January 19th, 2026.

Motion was made by Brashears, second by S. Brown to approve hiring Brielei Crawford as a Communications Officer, Range R, Step 2, to fill the vacancy created by the resignation of Katie Pilmaier, effective January 19th, 2026. Voting yes: T. Brown, Tramel, S. Brown, Smith, Lamar, Bradshaw and Brashears. Voting no: none.

6. CITY ATTORNEY'S REPORT:

6a. Possible Executive Session pursuant to the Oklahoma Open Meetings Act for the purpose of confidential communications with attorney regarding an arbitration request from Kenneth Bennett and the Fraternal Order of Police Lodge #116. (25 O.S. 307(B) (4))

Motion was made by Brashears, second by Tramel to enter Executive Session at 6:43 p.m. Voting yes: Tramel, S. Brown, Smith, Lamar, Bradshaw, Brashears and T. Brown. Voting no: none.

6b. Consider resuming regular session. No action taken during Executive Session.

Motion was made by Brashears, second by S. Brown to exit Executive Session 7:24 p.m. Voting yes: S. Brown, Smith, Lamar, Bradshaw, Brashears, T. Brown and Tramel. Voting no: none.

6c. Discussion and possible action based on Executive Session pursuant the Oklahoma Open Meetings Act for the purpose of confidential communications with attorney regarding an arbitration request from Kenneth Bennett and the Fraternal Order of Police Lodge #116.

Motion was made by Tramel, second by Brashears to approve releasing the final disciplinary action documents, arbitration transcripts, exhibits and pleadings regarding the motion of Kenneth Bennett to become public as of January 16th, 2026. Voting yes: Smith, Lamar, Bradshaw, Brashears, Tramel and S. Brown. Abstaining, counting as a no vote: T. Brown. 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

Tramel reported that the next meeting will be Tuesday, January 13th.

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.

8. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

9. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 7:26 p.m.

2. APPROVE MINUTES OF THE DECEMBER 16TH, 2025 MEETING.

Motion was made by Brashears, second by T. Brown to approve the minutes of the December 16th, 2025 meeting. Voting yes: Bradshaw, Brashears, T. Brown, Tramel, S. Brown, Smith and Lamar. Voting no: none.

3. APPROVE CLAIMS FOR PURCHASE ORDERS FOR THE PRYOR PUBLIC WORKS AUTHORITY THROUGH JANUARY 6TH, 2026.

Motion was made by Brashears, second by S. Brown to approve claims for purchase orders for the Pryor Public Works Authority through January 6th, 2026. Voting yes: Brashears, T. Brown, Tramel, S. Brown, Smith, Lamar and Bradshaw. Voting no: none.

4. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

5. ADJOURN.

Motion was made by Lamar, second by Brashears to adjourn at 7:28 p.m. Voting yes: T. Brown, Tramel, S. Brown, Smith, Lamar, Bradshaw and Brashears. Voting no: none.

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

____

MINUTES WRITTEN BY CITY CLERK HANNAH MORRIS

____

CIVICPLUS

Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#357597

1/29/2026

Bill To

Darla Coats
City of Pryor Creek, OK
P.O. Box 1167
Pryor Creek OK 74362

TOTAL DUE

$4,400.00

Due Date: 2/28/2026

Terms	Customer	Quote #	Approving Authority
Net 30	City of Pryor Creek, OK	Q-95266	Jae Standingwater

Qty	Item	Start Date	End Date
1	System Modification Implementation	1/29/2026	1/28/2027
1	3 seats of pre-scheduled joint training sessions up-to 3-hours per session	1/29/2026	1/28/2027
1	All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.	1/29/2026	1/28/2027
1	All publicly available word / pdf formatted meetings and agendas migrated	1/29/2026	1/28/2027
1	DNS and Domain Hosting Annual Fee: http://www.pryorok.org	1/29/2026	1/28/2027
1	Municipal Websites Central : Starter Standard Annual Fee	1/29/2026	1/28/2027
1	SSL Management CivicPlus Provided: http://www.pryorok.org	1/29/2026	1/28/2027
1	Municipal Websites Central: Module Based Hosting and Security Annual Fee	1/29/2026	1/28/2027

Total	$4,400.00
Due	**$4,400.00**

To pay your invoice with a credit card **Click Here**.

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

HOOD AND ASSOCIATES CPAs, PC

■ 1821 SE Washington Blvd ■ Bartlesville, OK 74006

Phone: 918-336-7600 E-mail: AR@hoodcpas.com Web: https://audit.hoodcpas.com/

Invoice: 102308

Date: 11/15/2025
Due Date: 12/15/2025

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

For professional service rendered as follows:

Progress Bill for Audit Services for Fiscal Year Ended June 30, 2024	3,957.00
Billed Time & Expenses	$3,957.00

RECEIVED
DEC 1 2025
CITY CLERK'S OFFICE
PRYOR CREEK, OK

Invoice Total	**$3,957.00**

Please return this portion with payment.

Invoice: 102308

ID: CITYPRYOR07
CITY OF PRYOR

Date: 11/15/2025
Due Date: 12/15/2025

Card Type: ______________ CVV : ______

Card #: ____________________ Exp Date: _________

Signature: ____

Amount Due: **$3,957.00**

Amount Enclosed: $______________

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

HOOD AND ASSOCIATES CPAs, PC
■ 1821 SE Washington Blvd ■ Bartlesville, OK 74006
Phone: 918-336-7600 E-mail: AR@hoodcpas.com Web: https://audit.hoodcpas.com/

Invoice: 102392

Date: 12/15/2025
Due Date: 01/15/2026

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

For professional service rendered as follows:

Additional Progress Bill for Audit Services for Fiscal Year Ended June 30, 2025	9,500.00
Billed Time & Expenses	$9,500.00

RECEIVED
DEC 22 2025
CITY CLERK'S OFFICE
PRYOR CREEK, OK

Invoice Total	**$9,500.00**

Please return this portion with payment.

Invoice: 102392

ID: CITYPRYOR07
CITY OF PRYOR

Date: 12/15/2025
Due Date: 01/15/2026

Card Type: ______________ CVV : ______
Card #: ____________________ Exp Date: _________
Signature: ____

Amount Due: **$9,500.00**
Amount Enclosed: $______________

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

Natalie Currie
Director

OKLAHOMA Department of Libraries

J. Kevin Stitt
Governor

To:	Public Library Directors
From:	Natalie Currie, Executive Director, State Librarian and Archivist Oklahoma Department of Libraries
Date:	December 16, 2025
Re:	State Aid to Oklahoma Public Libraries for FY 2025

The evaluation of Fiscal Year 2025 Annual Reports from public libraries is complete. I'm pleased to let you know that your library meets all eligibility requirements for State Aid under OAC 405:25-1-3.

We are honored to provide State Aid Grants to Oklahoma public libraries and library systems. Please follow the enclosed instructions for the rules and regulations, agreement, and claim form.

Rules and Regulations for State Aid Grants to Public Libraries
Please review the State Aid qualification requirements. If you have any questions, contact Sadie Bruce at sadie.bruce@libraries.ok.gov.

Agreement for FY 2025 State Aid Recipients
Print a copy of the agreement. It must be signed and dated by the library director and your city's authorized representative (mayor, city manager, or library board chairperson). This agreement serves as a contract between your library and the Oklahoma Department of Libraries.

Claim Form
The claim form must be signed by the city's authorizing official and notarized. The official should sign in the lower left corner as the "Claimant." Please note that if your city has any liens with the Oklahoma Tax Commission, your library's State Aid payment may be delayed until the lien is resolved.

State Aid funds must be obligated or expended by July 31, 2026.

Please scan both the signed agreement and the notarized claim form and email them to odlgrants@libraries.ok.gov. Please retain the originals for your records. Do not send these documents by mail.

Oklahoma Department of Libraries, 200 Northeast 18 Street, Oklahoma City, Oklahoma 73105-3205
Telephone Number (405) 521-2502 FAX (405) 525-7804
libraries.ok.gov digitalprairie.ok.gov

AGREEMENT

For

2025 State Aid Recipients

WHEREAS, the State of Oklahoma and the Oklahoma Department of Libraries wish to improve library service in the State.

THEREFORE, in consideration of the mutual covenants contained herein and as set forth in the Oklahoma Administrative Code Title 405, Chapter 25;

The Department will distribute funds as per approved formula. State aid funds are dependent on the Oklahoma Department of Libraries having sufficient funds to pay awards. In case of revenue failures, payments to libraries will be reduced uniformly.

All funds shall be administered according to 11 O.S. § 17-207 (2011), which states, "Any monies received or expended by a municipality must be accounted for by fund and account."

In accepting state aid funds, the undersigned representative of a public library or system agrees that said library or system meets the standards as adopted by the Oklahoma Department of Libraries Board on April 1, 1999, amended in 2017, 2019 and 2022. Said library or system agrees to adhere to the adopted standards and to notify the Department if such standards cannot be maintained. Said library or system agrees to apply state aid funds for the improvement of public library services. All funds will be expended or obligated on or before July 31, 2026.

Thomas J Harrison Pryor Public Library

Authorized Representative

Library Director

Print Name and Title

Date

Date

OMES FORM 3
(Revised 12/2012)

STATE OF OKLAHOMA
Notarized Claim Voucher And Disbursements of Payroll Withholdings

AGENCY BUSINESS UNIT	43000

FOR AGENCY USE: MOE 196 A
PO: 4309003603
VID: 76932 Location: 3

CLAIM OF:
City of Pryor
Thomas J Harrison Pryor Public Library

Address: 505 E Graham
Pryor OK 74361-4804

OBJECT ACCOUNT	AMOUNT	OBJECT ACCOUNT	AMOUNT
555110	$ 9,858.00		
		TOTAL AMOUNT	$ 9,858.00

OMES-AUDITED BY:

FOR
$9,858.00
AGAINST

Agency, Bd.,
Comm., Dept.: OK Dept of Libraries

ASSIGNMENT

I hereby assign this claim to

and authorize the State Treasurer to issue a warrant in payment to said assignee.

Claimant Signature

Date

DATE	ITEM	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT CLAIMED	OBJECT ACCOUNT
12/17/2025			State Aid Grant for SFY25 reporting year (100% of grant) Budget Ref.: 26 Department: 2000001 CFDA:		$ 9,858.00	555110

THIS SECTION IS NOT REQUIRED FOR WITHHOLDING PAYMENTS-EXCEPT FOR WITHHOLDING REFUNDS

TOTAL AMOUNT APPROVED	$9,858.00

The undersigned contractor, vendor, individual, or duly sworn agent, of lawful age, upon oath says that this claim is true and correct. Affiant further states that the work, services, or materials as shown by this claim have been completed or supplied in accordance with the plans, specifications, orders, requests, and all other terms of the contract. Affiant also states that any refunds represented by this payment are due. (NOTE: Claimant signature only for payroll withholding refunds)

Claimant

State of Oklahoma County of

Subscribed and sworn before me on ______ , ______.

My Commission expires ______ , ______.

Notary Public (or Clerk or Judge)

Department Supervisor's Approval Signature
(If required)

Date

Agency, Bd.,
or Div. Use

CHAPTER 25. STATE AID GRANTS TO PUBLIC LIBRARIES

Authority65 O.S., § 2-106(m)

SourceCodified 12-27-91

405:25-1-1. Purpose

This Chapter sets forth the required standards for eligibility of public libraries to receive state appropriated funds for library development in Oklahoma.

405:25-1-2. Definitions

The following words or terms, when used in this Chapter shall have the following meanings, unless the context clearly indicates otherwise:

"Bibliographic access" means the provision of author, title, and subject indexes to the library materials, classification and location.

"Free library service" means that libraries will provide circulation of books and library materials and admittance to library programs without charge in their service area, i.e., town, city, county or library system.

"Library system" means libraries organized under Title 65, Article 4 of the Oklahoma Statutes and funded under Article 10, § 10 A of the Oklahoma Constitution.

"Long range plan" means a written strategy for action for improvement of library service over a specified period of time officially adopted by the library board.

"ODL" means the Oklahoma Department of Libraries as defined in 65 O.S. § 3-101.

"Statement of purpose" means a written declaration of the role the library has chosen to serve its community officially adopted by the library board.

[**Source:** Amended at 16 Ok Reg 3052, eff 7-12-99; Amended at 34 Ok Reg 1756, eff 9-11-17]

405:25-1-3. Eligibility for State aid grants to public libraries

Eligibility for state aid grants to public libraries is governed by the requirements listed below. Eligibility may be impacted by emergency declarations by the President of the United States or the Governor of Oklahoma, public health, public safety, or other extraordinary circumstances as determined by the Director of the Oklahoma Department of Libraries and the ODL Board. Under those conditions, the Director will present recommendations to the ODL Board to modify application of specific User Service or Administration and Finance requirements. The ODL Board has the authority to accept or deny the recommendations.

(1) **Basic requirements.**

(A) Libraries must meet the definition of a public library as defined in 65 O.S. § 1-104.

(B) Libraries must be legally established and operating according to Oklahoma Statutes, Title 65, Article 4, § 101 and Title 11, Article 31; and Article 10, § 10A of the Oklahoma Constitution.

(2) **User service requirements.**

(A) Libraries must provide free library service.

(B) Libraries shall be open to the public the minimum number of hours stipulated in the following schedule. These hours shall be maintained year round. Single county systems organized under 65 O.S., §§ 151 and 552 which have branch libraries may aggregate their hours, if, discounting overlap, the citizens are served according to the following schedule:

(i) cities and towns under 2,000 population will be open 15 hours a week. The schedule will include at least two hours after 5 p.m. each week;

(ii) cities and towns of at least 2,000 but less than 5,000 people, will be open 30 hours a week. The schedule will include at least two hours after 5 p.m. each week and weekend hours are recommended;

(iii) cities with at least 5,000 but less than 10,000 people, will be open 35 hours a week. The schedule will include at least four hours after 5 p.m. each week and three weekend hours;

(iv) cities with at least 10,000, but less than 25,000, will be open 50 hours a week. The schedule will include at least eight hours after 5 p.m. each week and four weekend hours; and

(v) cities with 25,000 or more will be open 60 hours a week. The schedule will include a minimum of five weekend hours.

(C) Libraries must have a telephone located in the library with a listed number.

(D) All libraries and branches must provide internet access to the public. The library shall have a written internet use policy.

(E) All libraries shall at a minimum offer programming for youth under 18 years of age.

(F) A public library shall have a collection of materials (e.g., books, periodicals, audio-visual materials, etc.) that is circulated to the community.

(i) Libraries shall provide bibliographic access to its collection for customers.

(ii) The library shall offer interlibrary loan to customers and participate in interlibrary loan networks or consortia to borrow materials not held in the library upon request for customers. Libraries shall promote the service to customers through promotional materials and/or signs in the library and on its website to make customers aware of the service.

(iii) The library shall do an age and condition study on its collection every four years as determined by the Oklahoma Department of Libraries and report the findings to its library board and the Oklahoma Department of Libraries.

(3) **Administration and finance requirements.**

(A) Legally established libraries that are not part of a library system must complete and submit the Oklahoma Department of Libraries' online annual report for the preceding fiscal year by August 15th and library systems must submit such reports by October 1st.

(B) Libraries must have a board of trustees appointed by the city and or county government officials which holds regularly scheduled meetings at least quarterly and all libraries must file annually a list of trustees, terms of office and meeting times with the Oklahoma Department of Libraries. The board shall approve the policies by which the library operates. The board shall review all required policies within a four year cycle as determined by the Oklahoma Department of Libraries and shall report all current policies to the Oklahoma Department of Libraries. Required policies are:

(i) Circulation policy which shall include interlibrary loan;

(ii) Library materials selection policy; and

(iii) Internet use policy.

(C) Libraries must receive operating income from local government sources, i.e. town, city or county. A public library is primarily supported by either municipal funds or a direct library levy on a permanent basis.

(D) Local government must continue to expend an amount for library service, i.e., operating expenditures, not less than that of the preceding fiscal year, as reported on the Annual Report for Public Libraries. Public library systems organized under 65 O.S. Sections 151-161 and Sections 551-561, Sections 4-101-107.1 and Sections 4-201-206 may not reduce their millage levy. Exemption waivers to drop in operating income based on special circumstances shall be considered.

(i) If a city or county has less total income for the most recent fiscal year as compared to the immediate fiscal year, exemption to the requirement in (D) of this paragraph may be made. The Oklahoma Department of Libraries will then supply forms for city or county officials to certify that the library's budget sustained no greater reduction than the total percentage reduction of income of the city or county budget.

(ii) The requirement in (D) of this paragraph may be waived in those years when the budget is decreased according to (i) of this subparagraph.

(E) Libraries must have paid permanent employees who are employees of the town, city, county or system. Town, city, county or system must pay said employees at least the federally required minimum wage and meet the requirements of the Fair Labor Standards Act.

(F) All library directors and all personnel who work more than twenty (20) hours a week must attend at least one continuing education program each year. Staff in library systems or public libraries serving over 25,000 may meet this requirement with in-house training. Personnel are exempt if they have been employed at the library less than one (1) year.

(G) Multi-county library systems must abide by the Oklahoma Department of Libraries' rules concerning systems as set forth in Chapter 10 of this title.

(H) Libraries must file with the Oklahoma Department of Libraries, Office of Library Development, a report of expenditures made with state aid grant funds each preceding fiscal year by August 15th and library systems must submit such reports by October 1st.

(I) Libraries must have a written statement of purpose.

(J) Libraries shall provide annual library visits each year on the annual report to the Oklahoma Department of Libraries.

(K) Libraries must provide bibliographic access to their collections.

(L) Libraries serving a population of 10,000 or more must have submitted to the Oklahoma Department of Libraries a long range plan written or updated within the last 3 years. This document must address future directions of the library for services and resources, and must be approved by the local library board.

(M) Libraries that are a department of municipal government in cities serving a population of 25,000 or more must employ a director with a Master's Degree in Library and Information Science from a library

school accredited by the American Library Association or an alternate degree as follows. A comparable master's degree in business, education, school library media, or public administration, with a minimum of five years of prior supervisory library experience shall also be acceptable. For those with an alternate degree but without prior experience working in a library, the director shall complete the Institute in Public Librarianship Certification Program within two years of employment as director.
(N) Libraries will evaluate, deselect and maintain their collections ensuring that their collections include up-to-date and useful materials and report the figures to its library board and to the Oklahoma Department of Libraries.
(O) Libraries shall submit performance measures to the Oklahoma Department of Libraries on a schedule as determined by the Oklahoma Department of Libraries.

[**Source:** Amended at 16 Ok Reg 3052, eff 7-12-99 [1]; Amended at 34 Ok Reg 1756, eff 9-11-17; Amended at 39 Ok Reg 1901, eff 9-11-22]

EDITOR'S NOTE: *[1] An Editor's Notice was published in the 9/15/99 issue of The Oklahoma Register [16 Ok Reg 3601], which identified a technical error that occurred when subparagraph (2)(B)(ii) of this Section 405:25-1-3 was published in the 7/1/99 issue of the Register [16 Ok Reg 3052]. The language that read "3 hours a week" in that subparagraph should have read "30 hours a week." A similar Editor's Note was also published at OAC 405:25-1-3 in the Oklahoma Administrative Code until the Section was amended again on 9-11-17.*

405:25-1-4. Use of state aid funds

State aid funds cannot be used for construction, remodeling, land, vehicles, or items that will become a permanent part of the building, such as carpet or air conditioners.

405:25-1-5. Ineligibility notification

(a) When libraries are found to be ineligible for State Aid, ODL will notify the librarian and the City Manager, and shall state the reasons for ineligibility. The librarian will then have a period of two weeks from receipt of notification in which to submit additional evidence of eligibility. Such appeals shall be reviewed by the ODL administration and a final decision made.
(b) The Oklahoma Department of Libraries Board shall serve as an appeal board in the agency's execution of the State Aid Grants to Public Libraries. After the Oklahoma Department of Libraries administration denies a community's eligibility for state aid, a community may appeal the ineligibility for state aid by agency administration to the Oklahoma Department of Libraries Board at a special board meeting. The community must file the appeal to the Oklahoma Department of Libraries Board within seven days of receipt of the denial by the agency administration. The Board shall affirm the administration's determination unless it finds such determination is contrary to applicable rules.

[**Source:** Amended at 36 Ok Reg 980, eff 7-25-19]

405:25-1-6. State aid formula

The Oklahoma Department of Libraries will utilize the latest population estimates from the United States Census Bureau to determine per capita payments for the distribution of state aid funds for public libraries.

[**Source:** Amended at 16 Ok Reg 3052, eff 7-12-99; Amended at 34 Ok Reg 1756, eff 9-11-17]

Statement

January 13, 2026

City of Pryor
PO Box 1167
Pryor, OK 74362

Charges for Service Calls for the Month of November 2025.

Repairs were made at the following intersections:
Elliott Street and 9th Street (Sunday, November 2, 2025)
U.S. 69 and 1st Street (Monday, November 3, 2025)
Hogan Street and Graham Avenue (SH-20) (Tuesday, November 4, 2025)
U.S. 69 and 1st Street (Wednesday, November 5, 2025)
U.S. 69 and 1st Street (Thursday, November 6, 2025)
U.S. 69 and S.H. 69A (Saturday, November 15, 2025)

TLS Group, Inc. Invoice **$7,012.29**

TOTAL AGREED UPON COST BETWEEN THE CITY OF PRYOR AND MUNICIPAL UTILITY BOARD: **$3,506.14**

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

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

TLS GROUP, INC.
P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341
www.tlsokc.com

Invoice 1887

Bill to:	
PRYOR MUNICIPAL UTILITY BOARD 12 N ROWE ST, A PRYOR, OK 74361 Customer Email: CRISPJ@PRYORCREEK.ORG	Job #: 225864 Billing #: 006 Invoice Date: 11/30/2025 Due Date: 12/30/2025 Payment Terms: NET 30

Description	Qty/Hrs	Rate/Price	Line Total
Elliott St & 9th St - [Signalized Intersection]			
Work Order: **66242** Date: **11/02/2025** PO Number: **N/A**			
TECHNICIAN HOURLY RATE - CONTRACT (OVERTIME)	2.25	195.000	$438.75
DOOR LOCK	1.00	6.500	$6.50
		Work Order Total:	**$445.25**
Hogan St & Graham Ave (SH-20) - [Signalized Intersection]			
Work Order: **66320** Date: **11/04/2025** PO Number: **N/A**			
TECHNICIAN HOURLY RATE - CONTRACT (STRAIGHT TIME)	0.50	130.000	$65.00
BULB*INC*69W	6.00	3.950	$23.70
		Work Order Total:	**$88.70**
US-69 & 1st St - [Signalized Intersection]			
Work Order: **66289** Date: **11/03/2025** PO Number: **N/A**			
TECHNICIAN HOURLY RATE - CONTRACT (STRAIGHT TIME)	0.75	130.000	$97.50
BULB*INC*69W	3.00	3.947	$11.84
		Work Order Total:	**$109.34**
Work Order: **66387** Date: **11/05/2025** PO Number: **N/A**			
TECHNICIAN HOURLY RATE - CONTRACT (OVERTIME)	5.00	195.000	$975.00
		Work Order Total:	**$975.00**
Work Order: **66409** Date: **11/06/2025** PO Number: **N/A**			
TECHNICIAN HOURLY RATE - CONTRACT (STRAIGHT TIME)	5.00	130.000	$650.00
COBALT CONTROLLER TS2 TYPE 2 N	1.00	3,900.000	$3,900.00
		Work Order Total:	**$4,550.00**
US-69 & SH-69A - [Signalized Intersection]			
Work Order: **66721** Date: **11/15/2025** PO Number: **N/A**			
TECHNICIAN HOURLY RATE - CONTRACT (OVERTIME)	4.00	195.000	$780.00
		Work Order Total:	**$780.00**
Fees			
Technician's Mileage	4.00	16.000	$64.00

Continued on Next Page...

Mileage Fee:	$64.00
Subtotal:	$6,948.29
Tax Total (No Tax):	$0.00
Freight:	$0.00
Invoice Total:	**$7,012.29**

To pay the invoice over the phone, please call (405) 524-1341 x 103.
Please reference this invoice number on the check or remittance slip.

WORK ORDER

PRYOR, CITY OF
[225864]

Work Order	Location	Work Date
66242	[104] - Elliott St & 9th St	11/02/25

Reported:	Sunday, November 2, 2025 at 12:00 PM by Brent with PW			**Technician:**	Joaquin Delgado		
Work Start:	2:15 PM	**Arrived:**	3:00 PM	**Departed:**	3:45 PM	**Work End:**	4:30 PM

Notes

Reported Problem

signals flashing. unable to reset

Arrival Condition

as reported. door lock was jammed and broke my key

Action Taken

I had to drill out and installed new lock because I could not get the lock to turn.
reset signals and they came back online.

Departing Condition

all working to specs

Materials

Item Code	Item Description	Qty
-	Door Lock.	1.00 EA

Equipment

Equipment ID	Equipment Description	Hours
204036	Bucket Van - GAS --- Included in Labor Charge	2.25

Labor

Name	Start Time	Stop Time	Straight Time	Overtime	Total Hours
[19473] - Joaquin Delgado	2:15 PM	4:30 PM		2.25	2.25

WORK ORDER

PRYOR, CITY OF
[225864]

Work Order	Location	Work Date
66289	[109] - US-69 & 1st St	11/03/25

Reported:	Monday, November 3, 2025 at 7:00 AM			**Technician:**	Rosendo Javier Arrazola		
Work Start:	10:00 AM	**Arrived:**	10:00 AM	**Departed:**	10:45 AM	**Work End:**	10:45 AM

Notes

Reported Problem

problems found during annual inspections.

Arrival Condition

all normal

Action Taken

replace parts 3 clear light bulb 69 watts 1 sec, SB. 1 nwc, NB. 1 swc SB.

Departing Condition

all good

Materials

Item Code	Item Description	Qty
ELCD0045	BULB - INC - 69W	3.00 EA

Equipment

Equipment ID	Equipment Description	Hours
216005	Van - Service - GAS --- Included in Labor Charge	0.75

Labor

Name	Start Time	Stop Time	Straight Time	Overtime	Total Hours
[19481] - Rosendo Javier Arrazola	10:00 AM	10:45 AM	0.75		0.75

Minimum hour requirement = 1.50 hrs

WORK ORDER

PRYOR, CITY OF

[225864]

Work Order	Location	Work Date
66320	[107] - Hogan St & Graham Ave (SH-20)	11/04/25

Reported:	Tuesday, November 4, 2025 at 7:00 AM			**Technician:**	Rosendo Javier Arrazola		
Work Start:	10:30 AM	**Arrived:**	10:30 AM	**Departed:**	11:00 AM	**Work End:**	11:00 AM

Notes

Reported Problem

problems found during annual inspections.

Arrival Condition

all normal

Action Taken

replace parts, 6 clear light bulb 69 watts. 2 NWC 1 nb, 1 wb, 2 SWC, 1 sb, 1 eb, 2 SEC, 1wb, 1sb.

Departing Condition

all good

Materials

Item Code	Item Description	Qty
ELCD0045	BULB - INC - 69W	6.00 EA

Equipment

Equipment ID	Equipment Description	Hours
216005	Van - Service - GAS --- Included in Labor Charge	0.50

Labor

Name	Start Time	Stop Time	Straight Time	Overtime	Total Hours
[19481] - Rosendo Javier Arrazola	10:30 AM	11:00 AM	0.50		0.50

Minimum hour requirement = 1.50 hrs

WORK ORDER

PRYOR, CITY OF
[225864]

Work Order	Location	Work Date
66387	[109] - US-69 & 1st St	11/05/25

Reported:	Wednesday, November 5, 2025 at 7:00 PM by Brent			**Technician:**	Bobby Austin		
Work Start:	7:00 PM	**Arrived:**	8:00 PM	**Departed:**	11:15 PM	**Work End:**	12:00 AM

Notes

Reported Problem

Signal flashing.

Arrival Condition

As reported.

Action Taken

Replaced bad Controller with a TLS Loaner Controller & programmed.
Contacted Railroad for Railroad Preemption test. Railroad Preemption tested by Maintainer, Railroad Preemption working.

Departing Condition

Signal working.

Materials

Item Code	Item Description	Qty
-	TLS Loaner Econolite Cobalt Controller Serial#: H13093 Traconex 390 CJ-8S Serial#: 2036312698 Non-repairable	1.00 EA

Equipment

Equipment ID	Equipment Description	Hours
204032	Bucket Van - GAS --- Included in Labor Charge	5.00

Labor

Name	Start Time	Stop Time	Straight Time	Overtime	Total Hours
[19482] - Bobby Austin	7:00 PM	12:00 AM		5.00	5.00

WORK ORDER

PRYOR, CITY OF

[225864]

Work Order	Location	Work Date
66409	[109] - US-69 & 1st St	11/06/25

Reported:	Thursday, November 6, 2025 at 7:00 AM by Brent			**Technician:**	Bobby Austin		
Work Start:	7:00 AM	**Arrived:**	9:45 AM	**Departed:**	11:00 AM	**Work End:**	12:00 PM

Notes

Reported Problem

Install new Traffic Signal Controller.

Arrival Condition

Signal working.

Action Taken

Removed TLS Loaner Controller & installed new Programmed Controller.
Contacted Railroad & Railroad Crossing Maintainer came performed Rail Gate Down Testing, Railroad Preemption working.

Departing Condition

Signal working.

Materials

Item Code	Item Description	Qty
STEK0012	COBALT CONTROLLER TS2 TYPE 2 NON TOUCH Notes: Removed TLS Loaner Econolite Cobalt Controller Serial#: H13093 --- New Econolite Cobalt Controller Serial#: M18129	1.00 EA

Equipment

Equipment ID	Equipment Description	Hours
204032	Bucket Van - GAS --- Included in Labor Charge	4.00

Labor

Name	Start Time	Stop Time	Straight Time	Overtime	Total Hours
[19482] - Bobby Austin	7:00 AM	12:00 PM	5.00		5.00

WORK ORDER

PRYOR, CITY OF
[225864]

Work Order	Location	Work Date
66721	[113] - US-69 & SH-69A	11/15/25

Reported:	Saturday, November 15, 2025 at 8:00 AM by Brent			**Technician:**	Brett Laxton
Work Start:	8:30 AM	**Arrived:**	10:00 AM	**Departed:**	11:00 AM	**Work End:**	12:30 PM

Notes

Reported Problem

Intersection will not reset and come out of flash.

Arrival Condition

Upon arrival, the intersection was in flash. I could smell something burning but the wind was coming from the south and the cabinet was north of me and I didn't see any damage to any traffic signal equipment.

Action Taken

I opened the cabinet and couldn't smell the burning smell from inside the cabinet. I troubleshot the conflict monitor and the controller. The conflict monitor was showing diagnostic which means there is something wrong internally with the conflict monitor. So I grabbed a loaner conflict monitor off of my truck and installed it and took the intersection out of flash when it was safe to do so. I stayed and watched as I verified that the detection was working for all phases and that the intersection was cycling properly without going back into flash.

Departing Condition

All traffic signals and equipment are functioning properly.

Materials

Item Code	Item Description	Qty
STEK0036	EDI CONFLICT MONITOR Notes: TLS Loaner 12 Channel Conflict Monitor	1.00 EA
STEK0036	EDI CONFLICT MONITOR Notes: City Owned 12 Channel Conflict Monitor S/N: 120803297	1.00 EA

Equipment

Equipment ID	Equipment Description	Hours
204034	Bucket Truck - DSL --- Included in Labor Charge	4.00

Labor

Name	Start Time	Stop Time	Straight Time	Overtime	Total Hours
[21025] - Brett Laxton	8:30 AM	12:30 PM		4.00	4.00

MOTOROLA SOLUTIONS

PRYOR, CITY OF

Copy of APX N30

12/29/2025

12/29/2025

PRYOR, CITY OF
PO BOX 1167
PRYOR, OK 74362

RE: Motorola Quote for Copy of APX N30

Dear Jeremy Cantrell,

Motorola Solutions is pleased to present PRYOR, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide PRYOR, CITY OF with the best products and services available in the communications industry. Please direct any questions to Scott Wilson at scott@muskogeecomm.org.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Scott Wilson

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-3442588
Copy of APX N30

Billing Address:
PRYOR, CITY OF
PO BOX 1167
PRYOR, OK 74362
US

Quote Date:12/29/2025
Expiration Date:02/27/2026
Quote Created By:
Scott Wilson
scott@muskogeecomm.org

End Customer:
PRYOR, CITY OF
Jeremy Cantrell
cantrellj@pryorcreek.org

Contract: 37435 - OMES, OK SW1053M
AGREEMENT: STATE OF OKLAHOMA

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N30	APX N30					
1	H15UCF9PW6AN	PORTABLE RADIO APX N30 7/800 MODEL 2	12		$2,635.00	$1,923.55	$23,082.60
1a	BD00032AA	ADD: ESSENTIAL CORE BUNDLE	12		$2,401.00	$1,752.73	$21,032.76
1b	QA00580BA	ADD: TDMA OPERATION	12		$0.00	$0.00	$0.00
1c	QA02756AB	SOFTWARE LICENSE ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	12		$0.00	$0.00	$0.00
1d	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	12		$0.00	$0.00	$0.00
1e	QA09001AM	ADD: WIFI CAPABILITY	12		$0.00	$0.00	$0.00
1f	QA09007AD	ADD: OUT OF THE BOX WIFI PROVISIONING	12		$0.00	$0.00	$0.00
1g	Q387CB	ADD: MULTICAST VOTING SCAN	12		$0.00	$0.00	$0.00
1h	QA08715AA	ADD:BASIC VOICE CONTROL	12		$0.00	$0.00	$0.00
1i	QA03399AK	ADD: ENHANCED DATA	12		$0.00	$0.00	$0.00
1j	QA00982AH	ADD: SITE SELECTABLE ALERT FOR P25 TRUNKING	12		$0.00	$0.00	$0.00

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1k	QA07682AC	ADD: SMARTCONNECT N30/N50	12		$0.00	$0.00	$0.00
1l	QA09113AA	ADD: BASELINE RELEASE SW	12		$0.00	$0.00	$0.00
1m	QA08853AA	ADD: CPS ENABLEMENT	12		$0.00	$0.00	$0.00
2	PSV01S03059A	APX NEXT PROVISIONING WITH CPS	1		$0.00	$0.00	$0.00
3	LSV01S03084A	APX N50/30 DMS ESSENTIAL	12	5 YEARS	$264.00	$264.00	$3,168.00
4	SSV01S01663A	APX SMART CONNECT	12	5 YEARS	$480.00	$480.00	$5,760.00
5	PMMN4141ATAA	XVP750 REMOTE SPEAKER MICROPHONE WITH CHANNEL KNOB, FOR APX N RADIOS TAA	12		$543.13	$396.48	$4,757.76
6	PMPN4820A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 RAPID, US	12		$91.71	$66.95	$803.40

Grand Total **$58,604.52(USD)**

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Motorola's quote (Quote Number: ______________ Dated: __________) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	Customer
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________
Date: _____________________________	Date: _____________________________

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Line #	Item Number	Parametric Data
1m	QA08853AA	TEMAILAR = scott@muskogeecomm.org,SYSTEMID = 2348
2	PSV01S03059A	TEMAILAR = scott@muskogeecomm.org,CUSTNAME = Scott, Wilson,SYSTEMID = 2348
4	SSV01S01663A	EMAILADR = scott@muskogeecomm.org

APX N30 Portable Radio Solution Description

Overview

The APX N30 offers affordable, next generation communications without compromising P25 interoperability or voice and data quality. It has a durable design with "pick-up-and-go" functionality, optimizing ease-of-use and focused communications in almost all environments.

Durable And Easy To Use

The APX N30 enhances operations with a front display with an upgraded user interface for better readability and loud and clear audio for reliable, everyday use. Additionally, the N30 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ViQi Voice Command

To prevent first responders from losing focus while events unfold, ViQi Voice Control allows users to operate their device with customized voice commands. First responders can switch between preset channels and zones, adjust volume, and change audio profiles by pressing the preprogrammed ViQi button and speaking into the microphone.

Essential And Secure P25 Communications

The APX N30 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. All P25 communications over the N30 are safe and secure–it offers software encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N30 lets first responders stay connected across disparate networks. It can be equipped with Wi-Fi®, Bluetooth®, GPS, and Geofence features, bringing future-ready applications, services, and best-in-class connectivity to everyday use. APX N30 radios support 7/800 MHz frequency bands across radio systems, with minimal intervention by the radio user.

SmartConnect over Wi-Fi

SmartConnect is a subscription service that allows first responders to access critical intelligence no matter where the mission takes them. When P25 networks are unavailable, the APX N30 will maintain functionality and voice quality by automatically switching to an available broadband network, enabling connectivity outside of {{CustomerName Possessive}} radio system coverage. Voice information and signals between radios and control are encrypted, ensuring that all transmissions are secure.

The APX N30 can use SmartConnect when directly connected to Wi-Fi hotspots, through an in-vehicle LTE modem, or over a satellite connection. Additionally, the radio will indicate to users when SmartConnect is active by displaying a blue bar on-screen.

Managing And Provisioning Devices

APX N50 can be programmed in two ways: one-at-a-time through Customer Programming Service ("CPS") or through a combination of CPS and batch programming over Wi-Fi available with the radio management ("RM") software.

CPS is a proprietary, Windows-based application, used to configure APX subscriber radios in offline situations that include provisioning, networking, and monitoring tools that provide greater awareness and faster radio management. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios.

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N50 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

APX N-Series Device Management Services - Essential Statement Of Work

Overview

Device Management Servces (“DMS”) efficiently maintains the Customer’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and Customer (“Customer”).

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HardwareRepair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer’s firmware version.

Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents thetime a product spends in the repair process, and does not include time in transit to and from the Customer’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

Customer Responsibilities

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
    - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
    - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.

- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

Limitations And Exclusions

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DeviceTechnicalSupport

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

Limitations And Exclusions

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

Customer Responsibilities

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer’s data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

Metro Emergency Upfitters LLC
4401 E Hefner Rd, Suite C
Oklahoma City, OK 73131-6106
405-610-6004

Bill To:
Pryor Police Department Pryor,Ok 74361

Estimate Date: 1/12/2026
Estimate #: 8728
P.O. Number:
Sales Rep: BEP

Year: 2026 Make and Model: Chevy Silverado 1500 ...
Unit Number: VIN #: TBD

Qty	Part Number	Description	Price	Extended
1	STATE CONTRACT 142	SW142 Supplier # 0000376754 ID # 0000374561 Contract # 0-5902		0.00
5	WES-27-74745	Westin - '17+ Ford F-250/350 Crew Cab, 90" Grate Step Running Boards, Black	460.26	2,301.30
5	WES-27-2255	Westin - 2021 Chevy Running Board Mounting kIt	164.50	822.50
5	MISC.	Westin - Hard Tri-Fold Tonneau Cover Aluminum Black P/N:19-43995	818.13	4,090.65
1	JOT-425-6702	Jotto - DGS Standard Console	656.68	656.68
2	JOT-FACEPLATE	Jotto - Faceplate: 425-6728 425-6117	45.35	90.70
1	MISC.	AnyGlide - 1/2 Ton Truck Bed Storage 24 inch Single Box P/N:TBS-6424-1	1,550.00	1,550.00

E-mail: **sales@meuokc.com**
Website: **www.meuokc.com**

Metro Emergency Upfitters LLC
4401 E Hefner Rd, Suite C
Oklahoma City, OK 73131-6106
405-610-6004

Bill To:
Pryor Police Department Pryor,Ok 74361

Estimate Date: 1/12/2026
Estimate #: 8728
P.O. Number:
Sales Rep: BEP

Year: 2026 Make and Model: Chevy Silverado 1500 ...
Unit Number: VIN #: TBD

Qty	Part Number	Description	Price	Extended
1	MISC.	AnyGlide - 1/2 Ton Truck Bed Storage QuickGlide with Accessory Rails P/N: TBS-QG-6424-2	985.00	985.00
1	Supplies	Shop Supplies	300.00	300.00

Disclaimer: This Estimate is intended to detail the scope of work as envisioned by MEU and customer. Upon issuance of a Purchase Order by customer, the Estimate shall be deemed accepted and scope of work shall be deemed to be defined between the parties. Upon acceptance, changes to the scope of work by customer may result in additional charges to the final invoice. This Estimate shall be valid for Thirty (30) days from the date hereof subject to tariff adjustment by third party vendors.

Total $10,796.83

E-mail: **sales@meuokc.com**
Website: **www.meuokc.com**

January 13, 2025

RE: Nevarez Properties LLC Offer on Old Pryor Police Department Building & Land

The Pryor City Council assigned the responsibility for selling and making a recommendation on offers received on the Old Pryor Police Department to the EDTA. At the regularly scheduled meeting of the EDTA on January 12, 2026, the EDTA was presented with an offer to purchase the property. The full contract is included with this letter for your review and consideration.

The offer received is for $450,000 from Nevarez Properties LLC of which the estimated net to seller is $412,292. It should be recognized that the estimated net to seller is an estimate and subject to minor changes. However, any changes are expected to be minor in amount.

The contract does require the seller, City of Pryor, to pay a commission to the Broker, Coldwell Banker Select, for $27,000. The EDTA found this requirement reasonable, along with the other estimated fees.

The contract has a financing contingency, which is reasonable in its scope and nature. The inspection timeline noted in the contract is also reasonable in scope and nature.

The only additional provision is the “City of Pryor to provide buyer with all required building permits at no cost to buyer”. The EDTA is in support of the additional provision and suggested additional language be added that the permits may be applied for at any time during the first 12 months after closing.

The potential to help an existing Pryor business stay in Pryor and expand their operations is fundamental to the EDTA’s mission. It is also important to return a vacant building to operation and for the occupant to generate sales tax revenue for the City of Pryor, which this offer will do.

It was the unanimous vote of the Trustees of the EDTA to recommend to the City Council that the offer from Nevarez Properties LLC be accepted.

Sincerely,

Adam C. Anderson

Adam C. Anderson, Chairperson EDTA

12 North Rowe Street
Post Office Box 1167
Pryor Oklahoma 74362

COLDWELL BANKER
SELECT

January 10, 2026

Pryor Economic Development Trust Authority
c/o City of Pryor Creek
12 N Rowe St.
Pryor, OK 74361

Dear Members of the Economic Development Trust Authority,

I am writing to formally recommend that Nevarez Properties LLC be considered for the purchase of the former Pryor Police Station property.

Rafael and Nataly Nevarez have been valued members of the Pryor business community for several years. During that time, they have demonstrated a strong commitment to the local economy by successfully operating their business and recently expanding with a second location. Unfortunately, due to the loss of their current lease, they were placed at risk of having to relocate their operations outside of Pryor.

Allowing Nevarez Properties LLC to purchase the former Pryor Police Station would provide them with the stability needed to remain and continue growing within our community. The Nevarez family has expressed clear plans to improve the property, which will enhance the surrounding area and put an underutilized building back into productive use.

In addition, their continued presence and expansion in Pryor will generate much-needed sales tax revenue for the City, support local employment, and contribute positively to ongoing economic development efforts.

For these reasons, I strongly support and recommend approval of Nevarez Properties LLC's purchase of the former Pryor Police Station. I believe this opportunity aligns well with the goals of the Economic Development Trust Authority and the long-term interests of the City of Pryor.

Thank you for your time and consideration.

Sincerely,

Danna Price
Broker/Associate
Coldwell Banker Select
918-740-8040
dpricesells@gmail.com

Estimated Net to Seller
Anticipated Closing Date: March 13
Loan Type: Conventional

Prepared by:
Date: 1/9/2026

Prepared for: **City of Pryor Creek**
Address: **214 S Mill St**
Pryor, OK 74361
Telephone #:

Sales Price: $450,000

200. Taxes

ProRated County Taxes	$	0
	$	0

700. Broker's Fees

Commission	$	27,000
Sellers Closing Fee	$	0
Transaction fee	$	350

800. Items Payable in Connection with Loan

Loan Discount	$	0
Final Inspection Fee (lender)	$	0
Seller paid Buyer Costs- Required**	$	0
Seller paid Buyer Costs- (per contract)	$	0
	$	0

1100. Title Charges

Settlement or Closing Fee	$	350
Attorney Fee - Note & Mortgage	$	0
Abstracting & Certification	$	850
Special Assessments Letter	$	50
Federal Court Check	$	100
UCC Certification	$	100
Processing & wire fees	$	200

Estimated Net Proceeds: $412,292

1200. Government Recording & Transfer Charges

Recording Fees	$	30
Mtg tax & Cert owner carry($1 per $1000)	$	0
Documentary Stamps ($1.50 per $1000)	$	675
	$	0

1300. Additional Settlement Charges:

Mortgage Inspection Certificate	$	0
FHA/VA Requirements	$	0
Repairs T.R.R. (Contract)	$	0
Wood Infestation Report	$	3,000
Courier/Express Mail	$	40
Residential Service Agreement (optional)	$	0
Buyer Closing Costs Paid by Seller	$	0
Homeowners Association Dues	$	0
Survey	$	2,500
Title Insurance	$	2,463

Estimated Total Selling Costs

$ 37,708

Current Mortgage Payoffs

Estimated First Mortgage Payoff	$	0
Estimated Second Mortgage Payoff	$	0
Estimated Owner Carry Mortgage Payoff	$	0

*** Section 800 – Seller paid Buyer costs include fees associated with an FHA/VA loan which are not allowed to be paid by the Buyer. Costs vary at different financial institutions. THE ABOVE ARE ESTIMATED closing costs furnished on the date indicated below and may vary from those at transfer of deed. Payoffs on loans may vary from the figures above.**
Seller's acknowledgement: seller understands these figures are approximate and may differ from those at Closing.

Seller Date Company Name
Coldwell Banker Select

Seller Date Prepared By
Danna Price
dotloop verified
01/09/26 2:27 PM CST
507V-ODZ3-KESU-JOC9

Property Address 214 South Mill Street, Pryor, OK 74361

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE

COMMERCIAL IMPROVED

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s): **(check as applicable)**

- ☑ Financing Supplement
- ☐ Exhibit ____________
- ☐ Supplement
- ☐ ____________

Parties. THE CONTRACT is entered into between:

City of Pryor "Seller," and

Nevarez Properties LLC "Buyer."

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. **All prior verbal or written negotiations, representations and agreements are superseded by the Contract and <u>may only be modified or assigned by a further written agreement of Buyer and Seller.</u>**

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in Mayes County, Oklahoma.

1. LEGAL DESCRIPTION.

PRYOR ORIG BLK 61 LOTS 5,6,7,8

214 South Mill Street, Pryor, OK 74361

Property Address **City** **Zip**

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, **including** all mineral rights owned by Seller unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property.")

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is $450000 payable by Buyer as follows: Buyer has paid $1000 as earnest money on execution of the Contract, and Buyer shall pay the balance of the purchase price and Buyer's closing costs at Closing. Upon execution of the Contract, the earnest money shall be deposited in the trust account of Mayes County Abstract Co or if left blank, the Listing Broker's trust account, as part payment of the purchase price and/or closing costs.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before 03/13/2026, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

4. **TIME PERIODS SPECIFIED IN CONTRACT.** Time periods for Investigations, Inspections and Reviews and Financing Supplement Agreement shall commence on ______________________ (**Time Reference Date**), regardless of the date the Contract is signed by Buyer and Seller. The day after the **Time Reference Date** shall be counted as day one (1). If left blank, the **Time Reference Date** shall be the third day after the last date of signatures of the Parties.

5. **INVESTIGATIONS, INSPECTIONS AND REVIEWS.**

   A. The Buyer agrees and acknowledges that Seller, Seller's Broker and their licensed associates, are not experts regarding the condition of the Property. No representations, warranties, or guarantees regarding the condition of the Property, or environmental hazards, are expressed or implied except as may be specified by Seller in the additional provisions in Paragraph 11.

   B. Buyer shall have 45 days (ten [10] days if left blank) after the **Time Reference Date** to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for the Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the **Time Reference Date** any written notices affecting the Property.

   C. Buyer, at Buyer's expense, shall have the right to enter upon the Property, together with Buyer's representative(s), independent contractor(s) and/or any other person Buyer deems qualified, to conduct any and all investigations, inspections, tests, studies and reviews. Excepting only the negligence of Seller or a condition caused or permitted by Seller, Buyer shall indemnify, protect, defend and hold Seller harmless from and against any and all claims, demands, losses, liabilities, costs, fees and expenses (including attorney's and consultant's fees) arising out of or related to Buyer's entry onto the Property in connection with any testing or investigation performed pursuant to this Contract. Buyer's investigations, inspections and reviews may include, but may not be limited to, the following:

   1) **Flood, Storm Water Run-off, Storm Sewer Back-up or Water History**
   2) **Environmental Risks.** Including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas and lead-based paint
   3) **Roof.** Structural members, roof decking, coverings and related components
   4) **Structural Inspection**
   5) **Use of Property.** Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations
   6) **Square Footage/Acreage.** Buyer shall not rely on any quoted square footage and/or acreage and shall have the right to measure the Property.

   D. EQUIPMENT. Buyer and Seller shall have 7 days (7 days if blank) after the Seller's receipt of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, seller shall complete all agreed Treatments, Repairs, or Replacements prior to the closing date. If a written agreement is not reached within the time specified in this provision, the Contract shall terminate and the Earnest Money returned to the Buyer.

   E. WOOD DESTROYING INSECTS INSPECTION. Within 10 days (ten(10) if left blank) from the **Time Reference Date** of this Contract, Buyer shall have the right to have the Property inspected by Buyer's choice of a licensed exterminating company and deliver to Seller, in care of Seller's Broker, if applicable, an infestation report. The expense of such report shall be the Buyer's expense. In the event the report shows visible infestation or visible damage, Seller agrees, at Seller's expense, to treat and/or repair same, provided the estimated cost to cure such infestation or damage does not exceed $3000. If the estimated cost exceeds such amount, Seller shall have the option to cancel and terminate this Contract within forty-eight (48) hours of being advised of such estimate unless Buyer agrees, in writing, to pay any costs in excess of such amount.

   F. BUYER'S RIGHT TO CANCEL. If, upon Buyer's investigation, inspections and reviews, the Buyer determines that the Property is not suitable for Buyer's intended use, the Buyer may cancel and terminate this Contract and receive a refund of the earnest money by delivering written notice to the Seller, in care of Seller's Broker, if applicable, as provided in Paragraph 17 within twenty-four (24) hours of the expiration of the time period specified in this provision.

6. **RISK OF LOSS.** Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)

7. **NON-FOREIGN SELLER.** Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds $300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

8. **ACCEPTANCE OF PROPERTY.** Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, or Seller's Broker and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

9. TITLE EVIDENCE. Seller shall furnish Buyer title evidence covering the Property. Such title evidence shall be in the form of: **(check one or both)**

☐ **SURFACE RIGHTS ABSTRACT (A below)**

☑ **TITLE INSURANCE COMMITMENT AND SURVEY (B below)**

A. SURFACE RIGHTS ABSTRACT

1) Seller, at Seller's expense, within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following (collectively referred to as "the Title Evidence"):
   a) A complete surface-rights-only Abstract of Title, certified by an Oklahoma-licensed and bonded abstract company; and
   b) A current Uniform Commercial Code Search Certificate.
2) LAND OR BOUNDARY SURVEY. Seller agrees that Buyer, at **(check one)** ☐ **Buyer's** ☐ **Seller's** expense, may have a licensed surveyor enter upon the Property to perform a Land or Boundary (Pin Stake) Survey that shall then be considered as part of the Title Evidence.
3) BUYER TO EXAMINE TITLE EVIDENCE.
   a) Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
   b) Buyer agrees to accept Title subject to: (i) utility easements serving the Property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.
4) SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE); POSSIBLE CLOSING DELAY. Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any Title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standard of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:
   a) Seller, at Seller's expense, shall make reasonable efforts to obtain and/or execute all documents necessary to cure Title requirements identified by Buyer; and
   b) Delay Closing Date for 30 days [thirty (30) days if left blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of the earnest money.

B. TITLE INSURANCE COMMITMENT AND SURVEY

1) Seller, at ☐ **Buyer's** ☑ **Seller's** expense **(check one),** (including the cost of pre-closing abstracting and Title examiner's report) within 30 days after effective date shall furnish Buyer a Commitment for title insurance from a title insurance company acceptable to Buyer (the "Title Commitment"). The Title Commitment covering the Property shall be addressed to the Buyer and bind the title company to issue to Buyer, at closing, an American Land Title Association (ALTA) standard form Owner's Policy of Title Insurance (the "Title Policy"), in the amount of the purchase price. The Title Commitment shall set forth the status of the Title to the Property, showing and having attached copies of all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property.
2) Seller, at ☐ **Buyer's** ☑ **Seller's** expense **(check one),** within 30 days after effective date, shall furnish Buyer five (5) copies of a survey of the Property, prepared by a licensed surveyor, dated or updated no more than six (6) months prior to the **Time Reference Date** (the "Survey"). The Survey shall show:
   a) The boundary lines, dimensions and area of the land indicated thereon,
   b) The location of all fences, buildings, driveways, monuments, and other improvements located within the boundary lines,
   c) The location of all setback lines
   d) The location of all easements, alleys, streets, roads, rights-of-way, and other matters of record affecting such land, together with the instrument, book and page number indicated,
   e) If the Property is un-platted, a metes and bounds description of the Property,

f) The scale, the North direction, the beginning point, distance to the nearest intersecting street, and point of reference from which the Property is measured, and

g) If the Property is located in (i) a floodway, (ii) a 100-year flood plain, (iii) a "flood prone area", as defined by the United States Department of Housing and Urban Development (HUD), pursuant to the U.S. Flood Disaster Protection Act of 1973, as amended, or (iv) an area classified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, reflected by Flood Insurance Rate Map covering the area in which the Property is situated; and shall identify the portion of the Property located in such floodway, 100-year flood plain, flood prone area, or flood hazard area. Such Survey shall be in a form sufficient to permit the Title Company issuing the Title Policy to remove printed survey exception from the policy.

3) The legal description of the Property contained in the Survey, if different from the description contained in this Contract, once approved by Buyer and Seller, shall be substituted for the description of the Property and the Contract shall be deemed amended by the substitution of the legal description of the Property contained in the Survey without the necessity of the Parties executing any further amendment to the Contract.

4) Buyer shall have ten (10) days from the receipt of both the Commitment for Title Insurance and the Survey referred to above to examine the same and specify to Seller, in care of Seller's Broker, if applicable, in writing, those matters which Buyer finds objectionable. No matter in the Title Commitment shall be construed as a valid objection to title under this Contract unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association, where applicable. In case of valid objections to the title in the Title Commitment, Seller shall have thirty (30) days, or such additional time as may be agreed to, in writing, by Seller and Buyer, to make reasonable efforts to cure or remove such objections. If Buyer, or Buyer's Broker, if applicable, does not deliver to Seller, in care of Seller's Broker, if applicable, a written notice specifying those items to which Buyer objects within ten (10) days after the receipt by Buyer of the information referred to above, then all of the items reflected in the Title Commitment and Survey shall be considered to be acceptable to Buyer. If such valid objections cannot be satisfied within the time stipulated in this Paragraph, the earnest money shall be refunded to the Buyer, Buyer shall return the abstract to Seller, and this Contract shall be of no further force and effect.

5) On the date of closing of this transaction, as provided in the Contract, Seller shall furnish to Buyer a copy of the Title Commitment, fully marked and initialed by the title company issuing the Owner's Title Policy, which marked Title Commitment, shall reflect the exceptions and provisions to be contained in the Owner's Title policy upon issuance thereof. The Title Commitment shall commit to issue to Buyer an owner's policy of title insurance, covering all of the Property, in the sum of the purchase price, and written on an American Land Title Association (ALTA) Owner's Policy form or its equivalent, and, except for the objections Buyer has agreed to waive showing only the standard printed exceptions and exclusions contained in the said ALTA form of Owner's Title Policy. The premium charged by the Title Company and post closing abstracting expense of providing such Title Policy shall be borne by:

(check one) ☐ **Buyer** ☑ **Seller**

6) The Title Commitment shall permit deletion of the Survey exceptions, at Buyer's sole cost and expense. Additional extended coverage, including waiver of the standard exceptions and an ALTA standard zoning endorsement, which reflects the zoning classification of the Property, shall also be provided by Seller, at Buyer's request, and costs for such extended coverage in excess of the base policy premium shall be reimbursed to Seller by Buyer at closing.

7) Seller shall make reasonable efforts, at Seller's sole cost and expense, to cure or remove objections identified in the Survey. If Seller fails to cause all of the objections to be removed or cured prior to the closing date, or if Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove some, or all, of the objections, Buyer's sole remedy shall be to:

a) Terminate this Contract by giving Seller, in care of Seller's Broker, if applicable, written notice thereof, which notice must be given within five (5) days after Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove the objections; in which event, the earnest money, together with all interest earned thereon, shall be returned to the Buyer, and neither Party shall have any further rights, duties, or obligations hereunder; or

b) Elect to purchase the Property subject to the Buyer's objections not so removed or cured; in which event, the objections not removed or cured shall be deemed acceptable to Buyer.

8) Notwithstanding anything to the contrary contained in this Contract, in the event the transaction contemplated by this Contract does not close for any reason except Seller's failure to cure or remove a title objection described in the Survey or wrongful refusal to close, **Buyer shall be responsible for the payment of the cost of the Survey**. Upon closing, any existing Abstract(s) of Title, owned by Seller, shall become the property of Buyer.

10. TAXES, ASSESSMENTS AND PRORATIONS.

A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.

B. The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; and (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.

C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.

D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.

E. If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing.

F. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

11. ADDITIONAL PROVISIONS.

City of Pryor to provide buyer with all required building permits at no cost to buyer.

12. TAX DEFERRED EXCHANGE 1031. In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to effect a tax-deferred exchange. Either the Seller or Buyer or both may assign his/her rights in the contract to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to effect such exchange at no additional cost or liability to the other Party. However, any warranties that may be expressed in this contract shall remain and be enforceable between the Parties executing this document.

13. MEDIATION. Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.

14. CHOICE OF LAW AND FORUM. This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Parties agree that all disputes, claims, and causes of action arising out of or related to this Contract shall be decided by either Oklahoma State Courts or Federal Courts in the State of Oklahoma.

15. BREACH AND FAILURE TO CLOSE. Seller or Buyer shall be in breach of this contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

A. **UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and if, within five (5) days after the date specified for Closing under Paragraph 3, Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to either cancel and terminate this Contract, return the abstract to Seller and receive a refund of the earnest money, or pursue any other remedy available at law or in equity, including specific performance.

B. **UPON BREACH BY BUYER.** If, after the Seller has performed Seller's obligation under this Contract, and if, within five (5) days after the date specified for Closing under Provision 3, the Buyer fails to provide funding, or to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

16. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.

A. **INCURRED EXPENSES.** Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from earnest money.

B. **RELEASE OF EARNEST MONEY.** In the event a dispute arises prior to the release of earnest money held in escrow, the escrow holder shall retain said earnest money until one of the following occur:

1) A written release is executed by Buyer and Seller agreeing to its disbursement;
2) Agreement of disbursement is reached through Mediation;
3) Interpleader or legal action is filed, at which time the earnest money shall be deposited with the Court Clerk; or
4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above

has not been exercised; Broker escrow holder, at Broker's discretion, may disburse earnest money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.

17. **DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER.** The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer.

18. **NOTICE.** Any notice provided for herein shall be given in writing, sent by (a) personal delivery, (b) United States mail, postage prepaid, or (c) by facsimile, to the Escrow Agent, with copies to the other Parties, addressed as follows:

To Escrow/Closing Agent:
Mayes County Abstract Co, 20 N Adair, Pryor, OK
c/o Valerie Stafford

Phone: 918-825-3074 **FAX:** 918-824-1929

Buyers:	**Sellers:**
Nevarez Properties LLC	City of Pryor
c/o Rafael Nevarez	c/o EDTA, Adam Anderson
208 Hickory Ln, Pryor, OK 74361	12 N Rowe St., Pryor, OK 74361
Phone: 720-936-0583	**Phone:** 918-630-1116
FAX:	**FAX:**
Email: rltires100@gmail.com	**Email:** edta@pryorcreek.org

or such other address as shall hereafter be designated in writing.

19. **BROKER RELATIONSHIP DISCLOSURE/COMMISSION.** Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.

☑ (Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Parties in print, or at www.orec.ok.gov.

Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.

It is further acknowledged and agreed by the Parties that the ☐ **Buyer** ☑ **Seller (check one)** will pay the Listing Broker a commission equal to 6% of the purchase price at Closing for services rendered in this real estate transaction.

20. **TERMINATION OF OFFER. The above Offer shall automatically terminate on** ~~01/16/2026~~ 01/23/2026 at 5:00 ☐ a.m. / ☑ p.m (check one) unless withdrawn prior to acceptance or termination. RN 01/10/26 11:26 AM CST dotloop verified AN 01/10/26 11:32 AM CST dotloop verified

21. **EXECUTION BY Parties.**

AGREED TO BY BUYER:	**AGREED TO BY SELLER:**
On this Date: 1-9-26	On this Date:
Nevarez Properties LLC	City of Pryor
Buyer's Printed Name	Seller's Printed Name
X [signature]	
Buyer's Signature	Seller's Signature
Buyer's Printed Name	Seller's Printed Name
X [signature]	
Buyer's Signature	Seller's Signature

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER

Seller's Signature	Seller's Signature

Property Address 214 South Mill Street, Pryor, OK 74361

EARNEST MONEY RECEIPT, INSTRUCTIONS, AND ASSOCIATE INFORMATION

In accordance with the terms and conditions of the PURCHASE, PRICE, EARNEST MONEY, AND SOURCE OF FUNDS Paragraph, $1000 ☑ Check ☐ Cash as Earnest Money Deposit, has been delivered to:

☐ **Listing Broker:** Listing Broker acknowledges receipt of Earnest Money and shall deposit said funds in accordance with Paragraph 2 of this Contract. Listing Broker shall provide a copy of receipt to the Selling Broker.

☐ **Selling Broker:** Selling Broker acknowledges receipt of Earnest Money and shall deliver said funds to the Title Company. Selling Broker shall provide a copy of the receipt to the Listing Broker.

☑ **Title Company** (Name/Address of Title Company): Mayes County Abstract Co,

☐ **Other:**

Danna Price — dotloop verified 01/10/26 11:21 AM CST HI5S-IADQ-X0YK-YEZC

Date Selling Broker/Associate Signature

Danna Price

(Print Name) Selling Broker/Associate

Danna Price — dotloop verified 01/10/26 11:21 AM CST AFHS-LS4L-V7UT-J6X0

Date Listing Broker/Associate Signature

Danna Price

(Print Name) Listing Broker/Associate

SELLING BROKER/ASSOCIATE:

Danna Price 113100

Name and **OREC** Associate License Number

Coldwell Banker Select

OREC Company Name

179062

OREC Company License Number

411 E Graham Ave, Pryor, OK 74361

Company Address

918-825-2847

Company Phone Number

dprice@cbtulsa.com 01/08/2026

Associate Email Date

LISTING BROKER/ASSOCIATE:

Danna Price 113100

Name and **OREC** Associate License Number

Coldwell Banker Select

OREC Company Name

179062

OREC Company License Number

411 E Graham Ave., Pryor, OK 74361

Company Address

918-825-2847

Company Phone Number

dprice@cbtulsa.com 01/08/2026

Associate Email Date

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COMMERCIAL FINANCING

This financing supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate relates to the following described real estate:
214 South Mill Street, Pryor, OK 74361

(Check Applicable)

☑ **Financing Contingency**

This contract is expressly contingent upon Buyer obtaining acceptable financing within 45 days of the Time Reference Date. If, at Buyer's sole discretion, Buyer is unable to obtain satisfactory financing within the time period specified above, Buyer may cancel and terminate this Contract and receive a refund of the earnest money by delivering written notice to the Seller, in care of Seller's Broker, if applicable, within twenty-four (24) hours of the expiration of the time period specified in this paragraph.

☐ **Mortgage Carried by Seller (Amortized)**

The balance of the purchase price shall be paid in the following manner: At Closing, Buyer shall execute a negotiable promissory note payable to the order of Seller in the sum of $_______________, payable in _____ equal monthly installments of $_____________, including principal and interest, beginning on the _______ day of ________, 20____ and continuing on the _____ day of each month thereafter with interest at the rate of _______ percent (%) per annum on the unpaid balance.

☐ **Mortgage Carried by Seller (One Payment)**

The balance of the purchase price shall be paid in the following manner: At Closing, Buyer shall execute a negotiable promissory note payable to the order of Seller in the sum of $ _______________, due and payable on ___________________ with interest at the rate of _________ percent (%) per annum.

☐ **Mortgage Carried by Seller Amortized With Balloon Payment**

The balance of the purchase price shall be paid in the following manner: At Closing, Buyer shall execute a negotiable promissory note payable to the order of Seller in the sum of $_______________, payable in _____ equal monthly installments of $_____________, including principal and interest, beginning on the _______ day of ________, 20____ and continuing on the _____ day of each month thereafter with an interest rate of ______________ percent (%) per annum on the unpaid balance. Said note shall be amortized over __________ months with the entire unpaid principal balance (Balloon payment) to be paid in full as the ___________ payment.

<u>The Mortgage Documents carried by Seller shall include, but not be limited to, the following provisions:</u>

i) prepayment at any time without penalty

ii) acceleration of the balance due upon the transfer of the title to the Property to any third Party

iii) the delivery of a ____ mortgage on the Property as security

iv) the promissory note shall be personally guaranteed by ____

v) the mortgage shall contain the following partial release provision(s): ____________________

vi) additional provision(s): ____

The remainder of the purchase price shall be paid in cash at Closing.

The note and mortgage to be furnished by Seller and delivered to Buyer not later than ______________________ days (ten [10] days if left blank), prior to Closing. The expense of preparing these documents shall be paid by ____________________ ____, not to exceed a total of $ ________________.

[signature]	1-9-26		
Buyer's Signature	Date	Seller's Signature	Date
[signature]	1-9-26		
Buyer's Signature	Date	Seller's Signature	Date

OKLAHOMA REAL ESTATE COMMISSION

WHAT YOU NEED TO KNOW ABOUT BROKER SERVICES

A real estate broker may work with one or both Parties to a real estate transaction. The Oklahoma Broker Relationships Law (Title 59, Oklahoma Statutes, § 858-351 – 858-363) allows a real estate firm to provide brokerage services to both Parties to the transaction. This could occur when a firm has contracted with a seller to sell their property and a prospective buyer contacts that same firm to see the property. If the prospective buyer wants to make an offer on the property, the firm must now provide a written notice to both the buyer and seller that the firm is now providing brokerage services to both Parties to the transaction.

Oklahoma real estate brokers have mandatory duties and responsibilities to all Parties in a real estate transaction. These duties and responsibilities shall be described and disclosed in writing prior to signing a contract to sell, purchase, lease, option or exchange real estate. These duties and responsibilities are to:

- Treat all Parties with honesty and exercise reasonable skill and care.
- Receive all written offers and counteroffers, reduce offers or counteroffers to a written form upon request of any party to a transaction and present timely all written offers and counteroffers (unless specifically waived in writing by a party).
- Timely account for all money and property received by the broker.
- Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act.
- Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.
- Keep confidential information received from a party or prospective party confidential unless written consent is granted by the party, the disclosure is required by law, or the information is public or becomes public as the results of actions from a source other than the broker. Confidential information includes:
    - That a party is willing to pay more or accept less than what is being offered
    - That a party or prospective party is willing to agree to financing terms different from those offered
    - The motivating factors of the party or prospective party purchasing, selling, leasing, optioning or exchanging the property
    - Any information specifically designated as confidential by the party unless such information is public.
- Disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease
- Disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days

A broker has additional duties and responsibilities only to a party for whom the broker is providing brokerage services. These duties and responsibilities shall also be described and disclosed in writing prior to signing a contract to sell, purchase, lease, option and exchange real estate. These duties are to:

- Inform the party in writing when an offers is made that the party will be expected to pay certain costs, brokerage services costs and approximate amount of the costs.
- Keep the party informed regarding the transaction.

If a broker intends to provide fewer brokerage services than those required to complete a transaction, the broker shall provide written disclosure to the party for whom the broker is providing services. The disclosure shall include a description of those steps in the transaction that the broker will not provide and state that the broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

Disclosure of these duties and responsibilities is required in writing. The duties and responsibilities disclosed by the broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

Services provided to a tenant do not automatically create a broker relationship. When a broker provides brokerage services to a landlord under a property management agreement, the services provided to the tenant by the broker shall not be construed as creating a broker relationship between the broker and the tenant unless otherwise agreed to in writing; however, the broker owes to the tenant the duties of honesty and exercising reasonable skill and care.

PROPERTY IDENTIFIER 214 South Mill Street, Pryor, OK 74361

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

☑ Contract of Sale of Real Estate ☐ Listing Agreement ☐ Other ______________________

1. **DUTIES AND RESPONSIBILITIES.** A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

   A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

   a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
   b. unless specifically waived in writing by a party to the transaction:
      1. receive all written offer and counteroffers;
      2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
      3. present timely all written offers and counteroffers.
   c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of the costs;
   d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
   e. timely account for all money and property received by the Broker;
   f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
      1. that a party or prospective party is willing to pay more or accept less than what is being offered,
      2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
      3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
      4. information specifically designated as confidential by a party unless such information is public.
   g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
   h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
   i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
   j. disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease.
   k. disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

2. **BROKERAGE SERVICES PROVIDED TO BOTH PARTIES TO THE TRANSACTION.** The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide Brokerage Services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing Brokerage Services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. **BROKER PROVIDING FEWER SERVICES.** If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. **CONFIRMATION OF DISCLOSURE OF DUTIES AND RESPONSIBILITIES.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on ____________ day of ______________________, 20____.

Seller's Printed Name City of Pryor Seller's Signature ______________________

Seller's Printed Name ______________________ Seller's Signature ______________________

Pryor Bluegrass and BBQ Festival
2025 Summary
January 14, 2026

The 1st Pryor Bluegrass & BBQ Festival was held in October 2025 and was hosted and funded by the Pryor EDTA. Funding was provided through the dedicated Fund 68 Downtown Tax.

While the Festival did not achieve the attendance or revenue levels of the 2024 event, it demonstrated Pryor's ability to host a high-quality downtown festival, attract professional entertainment, and provide meaningful quality-of-life benefits to residents and local businesses, despite significant weather challenges.

Expenses

The EDTA established a budget of up to $100,000 that included funds for Performance Fees, Lodging, Stage, Sound and Lighting, Hospitality, Port-a-potties, insurance, shirts, pop and water, tents, and car show awards. The total spent on the festival, including from Hotel/Motel Funds requested by the Chamber of Commerce, was $99,431.74, as of January 9, 2026. It is not anticipated that any expenses remain outstanding. Those fees are detailed below.

The expenses were slightly higher than 2024's total expenses, Festival, EDTA, and Hotel/Motel, of $93,923.25. As a reminder the Festival budget was $75,000 and to cover insurance, taxes, and other fees the EDTA and Hotel/Motel through the Chamber of Commerce contributed the remainder.

Entertainment ($48,250) & Booking Fees ($4,825)	$53,075.00
Stage ($17,705.25 & 885)	$18,590.25
Stage Hands - Recovery Guys	$2,000.00
Port A Johns	$2,100.00
Car Show Awards	$1,377.00
Kid Area Activities	$500.00
Hospitality Room Costs - Friday	$1,673.30
Hospitality Room Costs - Saturday	$1,125.00
Hotel Costs if Seperate from Talent/Entertainment	$2,590.00
Event & Liability Insurance	$4,394.00
Poster Printing	$130.00
Banners	$598.00
Sales Tax & Fees	$382.34
Music License ASCAP	$723.75
Tent Rental	$950.00
T-Shirts	$2,954.50
Pop/Water Expense	$393.60
Ice	$0.00
Social Media Marketing	$1,750.00
Poster Design	$250.00
Hotel/Motel Tax Expenses	$3,875.00
Total Expenses	$99,431.74

Income

Income for the festival was dependent on sponsorships, food truck and vendor fees, and the sale of various items related to the festival, and drinks. The total income for the festival was $37,726.83. Sponsorships totaled $28,000 for the festival, accounting for 74% of the total festival income. The Festival attendance was negatively impacted by severe weather on Friday and Saturday. However, the impact on the ability for acts to perform was minor and did not rise to the level of an insurance claim or require the complete cancellation of the Festival.

Compared to 2024's festival the income was approximately half. A listing of the income and the comparison to 2024 is below.

Item	2025	2024	Difference
Sponsorships	$28,000.00	$42,195.00	-$14,195.00
Vendor Fees	$5,850.00	$16,235.00	-$10,385.00
Shirts	$3,113.00	$4,459.82	-$1,346.82
Drinks	$528.83	$2,753.00	-$2,224.17
Posters	$55.00	$70.00	-$15.00
Front Porch	$180.00	$4,420.00	-$4,240.00
Cook Off	$0.00	$2,959.00	-$2,959.00
Car Show	$0.00	$600.00	-$600.00
Ice	$0.00	$350.00	-$350.00
Misc	$0.00	$1,152.09	-$1,152.09
Total Income	**$37,726.83**	**$75,193.91**	**-$37,467.08**

Sponsorships fell short due to two significant sponsorships from 2024 that did not renew for 2025.

Vendor fees were also significantly down; we believe part of that impact was the weather forecast before the festival. The weather is also what led to the decline in drink, front porch passes, and merchandise sales.

Attendance

Using Placer AI, the total visitor count for the 2025 Festival was 3,000 visitors making a total of 3,300 visits to the Festival area on October 17^{th} and 18^{th}. Many of those visitors came on Friday, October 17^{th}, which is no surprise given the weather issues on Saturday.

The attendance for the 2024 Festival was 9,200 visitors making a total of 10,200 visits to the Festival area, which was great, and we had extraordinary weather for that Festival. The weather did not cooperate as well for the 2025 Festival.

Looking at the difference between September 6^{th} and 7^{th}, the attendance on Saturday the 7^{th} was almost double what it was on Friday the 6^{th}. We believe had the weather cooperated with the 2025 Festival, we believe a similar increase would have occurred. If we apply that doubling of attendees from Friday to Saturday, our 2025 total attendance would have been closer to 4,500.

Impact on Pryor Businesses

While weather had an impact on the attendance and what the event could have been, we still had reports of good foot traffic in stores and good sales. It was not at the level of the 2024 event but for a new festival with a severe weather impact, the overall event was successful.

Impact on Public Services, such as Police, Fire, Street Department, and Emergency Management

The impact on Public Services appears to have been minimal. MUB and the Street and Parks Departments did a great job helping coordinate setting up and in preparation of the Festival area.

Pryor Police and Fire were integral of the event and actively participated.

Emergency Management was indispensable during the Festival. There expertise was what allowed us to safely host the event, during severe weather, and do so with a high level of confidence that participants, guests, and workers were safe.

Impact on Volunteer base

We could not host the festival without volunteers. Our volunteers were wonderful, the movement from September, which was a much busier time for the volunteer base, made a huge difference in obtaining volunteers.

We were also able to leverage some assets from Rocklahoma to use during our Festival because of the date change, that saved a substantial amount of funds.

Impact on Pryor Residents and Attracting Outside Visitors

The festival provided a wonderful Quality of Life event for residents of Pryor. With the event being held in the center of town, within walking distance for many residents, the event attracted many of Pryor’s residents.

Summary

While the 2025 Bluegrass & BBQ Festival did not replicate the runaway success of the 2024 Festival, it remained a benefit to the community. The event supported local businesses, had minimal impact on city resources, and demonstrated strong inter-agency cooperation among the EDTA, City of Pryor, Pryor Area Chamber of Commerce, Pryor Main Street, MUB, and numerous partners.

The Festival did not recover approximately $61,704.91 of the total investment. However, 2025 should be viewed as a building year, further challenged by severe weather conditions.

There are opportunities for improvement, including refining vendor layout, re-evaluating the closure of Graham Avenue and other city streets, and enhancing logistics. Plans for 2026 include a more focused Festival design centered around the Green Space, improving flow, visibility, and attendee experience.

Ultimately, the 2025 Festival proved that Pryor can successfully host a large-scale downtown event and attract high-quality entertainment. Investments in community events, just like investments in streets and sidewalks, generate long-term value that extends beyond immediate financial return. This Festival represents an important step in building Pryor's downtown identity and community vitality.

* Any updates to financial numbers will be reported to the EDTA at their next meeting.

Pryor Area Aquatics Center

Pool Task Force
Study & Recommendations
January 2026

Contents

Pryor Area Aquatics Center Task Force Members

Name	Organization	Task Force Title
Mike Moore	Pryor Creek Recreation Center	Chairman
Adam Anderson	Pryor Economic Development Trust Authority	Member
Don Berger	Pryor Economic Development Trust Authority	Member
Chris Graves	Pryor Park Board	Member
Keith Shelby	Pryor Park Board	Member
Frank Powell	City of Pryor Park Superintendent	Member
Karen Cook	Pryor Creek Recreation Center Board	Member
Houston Brittain	Pryor Creek Recreation Center Board	Member
Rachel Sordahl	Community Representative	Member
Dana Lamb	Community Representative	Member
Frank Vargas	Community Representative	Member
Jacki Moyers	Pryor Creek Recreation Center	Member
Zac Doyle	City of Pryor Mayor	Ex Officio
Jared Crisp	Municipal Utility Board General Manager	Ex Officio
Angela Smith	Administrative Assistant	

Executive Summary

The Pryor Area Aquatics Center project addresses a critical, unmet community need in Pryor and Mayes County for a modern, comprehensive aquatic recreation and fitness facility. Since 2019, the community has been without a functioning public pool due to severe structural damage, extensive water loss, and non-compliance with current safety and accessibility standards, including the Virginia Graeme Baker Act and ADA regulations. The existing facility is beyond repair. Renovation of the old facility is fiscally irresponsible and technically infeasible, with estimated costs between $8.3 million and $9.5 million and continued operational risks. Moreover, its location within a floodplain and limited footprint make it unsuitable for a contemporary aquatic complex.

Our solution is to construct a new, state-of-the-art Aquatics Center strategically located directly behind the Pryor Creek Recreation Center. This location maximizes accessibility and synergizes with existing recreational amenities. This phased development will offer diverse aquatic activities, including water slides, a dive tank, a zero-entry children's play area, lap lanes, and a lazy river and competitive pool. Designed with accessibility in mind, it will cater to all ages, from families with young children to senior citizens and individuals with mobility challenges.

This project is more than recreation – it is an investment in the health, equity, and economy of Mayes County. The absence of local aquatic facilities forces residents to travel to Tulsa, Muskogee, or Tahlequah, highlighting a significant market opportunity within our 35-mile radius target market of 59,319 school-age children and their families. As the sole dedicated water park facility in Northeastern Oklahoma outside of these distant options, we will leverage our unique market position to capture this underserved demographic, offering unparalleled convenience and accessibility.

Guided by the Pool Task Force, an initiative requested by the Pryor City Council and comprising diverse community stakeholders, the project has undergone extensive public engagement, design, cost estimation, and a feasibility study. We are currently in the Master Planning Phase, focusing on funding feasibility, phasing, and operational planning, with a target Grand Opening in June 2028.

Our robust management team will ensure efficient operations, safety, and superior visitor experience. We will implement modern technology for streamlined operations and employ a comprehensive marketing strategy encompassing

Facebook, local newspaper, billboard advertising, and school promotions to build strong brand recognition.

While seasonal business, initial capital requirements, and operational complexities present challenges, our phased approach, diverse revenue streams, and commitment to rigorous safety protocols and preventative maintenance will mitigate these risks. The Pryor Area Aquatics Center will promote health, wellness, inclusion, and economic growth. It will provide local jobs, attract visitors and potential new residents, retain recreation spending within the community, and support youth development and family engagement.

The proposed water park will be strategically situated at 1111 SE 9th Street in Pryor, Oklahoma, directly behind the Pryor Creek Recreation Center. This location was chosen to enhance accessibility and create potential synergy with existing recreational offerings in the area. To ensure efficient implementation and optimal use of resources, the development may be carried out in two distinct phases, depending on available funding. The Pryor Area Aquatics Center is not just a pool – it is a legacy investment in community health, youth development, and regional growth. For further insight into the decision-making process and why alternate locations were not selected, please refer to the corresponding section.

An Aquatics Center for Pryor

There is a significant unmet need and strong community desire in Pryor and Mayes County for a comprehensive Aquatics Center. This presents a unique opportunity to develop a sustainable business that enhances the quality of life for residents of all ages, fosters community engagement, and addresses the lack of accessible aquatic recreation and fitness facilities in our area.

The irreparable condition of the existing public pool has resulted in the complete loss of a vital community resource for Pryor and the surrounding Mayes County area. This absence deprives residents of essential recreational, fitness, and educational aquatic opportunities, impacting quality of life and community well-being, especially for children and families.

To address the critical lack of aquatic recreational facilities and enhance the quality of life in Pryor and Mayes County, we propose the construction of a modern Aquatics Center/Water Park. This facility will feature contemporary amenities designed to appeal to all ages, particularly children and families, providing a safe and engaging space for recreation, fitness, and social interaction. Key features include:

- Diverse aquatic activities that promote healthy lifestyles and offer additional local entertainment options.
- Accessibility features, such as beach entry and ramps, catering to senior citizens and individuals with mobility challenges.
- A design that facilitates both children's play and adult socialization.
- Targeted programs aimed at youth development, serving as a positive alternative to juvenile delinquency, drug use, and vandalism.

This Aquatics Center will also act as a catalyst for economic development, attracting businesses, families, and tourists, thereby increasing the local tax base and stimulating growth.

Needs Assessment

At the request of the Pryor City Council, the EDTA initiated the Pool Task Force. The purpose of the task force was to remove politics and special interest from the process and develop a well-researched and thought-out solution to Pryor's long-term public pool problem and need.

The final deliverable is a well-documented, realistic, and community-driven plan for an aquatics center.

Task Force

The Task Force for the Pryor Area Aquatics Center project is comprised of representatives from various key entities, ensuring a diverse and comprehensive approach to planning and decision-making. The members include:

- Economic Development Trust Authority (EDTA)
- Park Board
- Recreation Board
- Park & Cemetery Department
- Community members (appointed by the Mayor)
- Recreation Center Director
- Aquatics Coordinator

This carefully selected group brings together expertise from local government, community development, parks and recreation management, and aquatics operations. By involving stakeholders from different sectors, the Task Force aims to create a well-rounded strategy for the successful implementation and operation of the Pryor Area Aquatics Center.

Milestones & Metrics

This section outlines the key milestones and performance indicators that have guided the development of the aquatics center initiative. Each step reflects a coordinated effort among community members, consultants, and decision-makers to ensure the project is thoughtfully planned, financially viable, and responsive to public input. These benchmarks serve not only as a record of progress but also as a framework for accountability and strategic implementation moving forward.

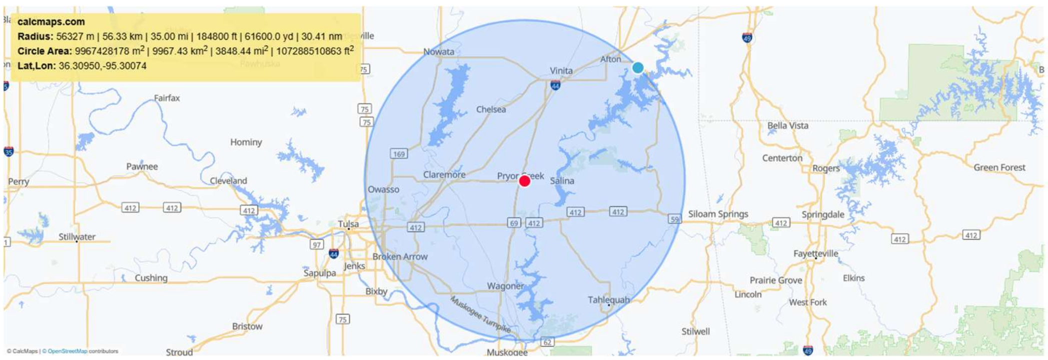
Key Milestones:

- **Public Engagement**
  Conducted surveys (online, at the Rec Center, and during high school football games in Mayes County) and hosted community meetings to gather input.
- **Design Development**
  PDG created concept designs informed by public feedback.
- **Cost Estimation**
  PDG provided preliminary cost estimates; the Task Force reviewed and discussed phasing options for the aquatics center based on funding availability.
- **Feasibility Study**
  Completed by Swanson House; findings presented on November 15, 2024.
- **Funding Strategy**
  Evaluated a mix of public and private funding sources, with phased implementation aligned to financial capacity.
- **Governance & Operations**
  Developed oversight structures and budget recommendations to support long-term sustainability.
- **Master Planning**
  Focused on funding feasibility, phased development, and operational planning.
- **Strategic Planning**
  Finalized funding plans and ~~crafting~~ crafted a comprehensive phasing strategy.
- **Oversight Framework**
  Established governance mechanisms and detailed operational recommendations.
- **Formal Presentation**
  Prepared a comprehensive written recommendation for:

  - Economic Development Trust Authority (EDTA)
  - Pryor City Council
- **Implementation Timeline**
  Created a detailed schedule for executing approved recommendations.
- **Benchmarking**
  Consulted with other aquatics centers to inform assumptions and best practices used in the analysis.

Market Analysis

Our primary target market comprises school-age children and their families residing within a 35-mile radius of Pryor. This market encompasses a substantial population of 59,319 school-age children, representing a significant opportunity for our business to cater to the entertainment, educational, or recreational needs of this demographic.



Current Alternatives

Currently, families and school-age children within our 35-mile radius of Pryor have limited local water park options. The primary alternatives are located in the larger area of Tulsa, Muskogee, and Tahlequah.

These existing alternatives create a travel burden for our target market, potentially limiting the frequency of visits due to distance, travel time, and associated costs. This highlights a market need for a closer, more convenient aquatics center option within the county.

Pryor Advantage

Our primary competitive advantage lies in our unique location. We will be the sole dedicated water park facility in Northeastern Oklahoma, outside of the distant options in Tulsa, Muskogee, and Tahlequah. This strategic positioning allows us to capture the underserved market within the region, providing a convenient and accessible recreational destination for families and school-age children who currently face significant travel burdens to enjoy similar amenities. By eliminating the need for lengthy commutes, we offer a distinct advantage in terms of convenience and accessibility, establishing ourselves as the premier aquatics center destination for the entire northeastern corner of Oklahoma.

Site Analysis

Whitaker Pool Site

While constructing a new pool at the current location might appear to be a straightforward solution, the existing site is fundamentally unsuitable for the scale and comprehensive vision of a contemporary aquatic center. Transitioning from a basic swimming pool to a multi-use aquatic facility, as desired by the community, demands significantly more space than the current limited footprint can accommodate. The old site simply lacks the expansive area necessary for a comprehensive aquatic complex that meets contemporary community needs and modern design standards, including diverse attractions and sufficient ancillary spaces.

Furthermore, a critical constraint is the existing site's location within a designated floodplain. As detailed in the Pool Infrastructure Solutions Group 2021 report, this environmental factor presents substantial challenges. Building within this area would not only dramatically escalate construction costs due to stringent floodplain mitigation measures and regulatory requirements, but it also carries the inherent risk of exacerbating existing flooding issues. Any new development on this site could disrupt natural water flow patterns, potentially creating or worsening flooding conditions both upstream and downstream, posing significant environmental and safety concerns.

Given these severe spatial limitations and undeniable environmental constraints, developing a new aquatic center at the old pool site is neither practical, fiscally responsible, nor environmentally sound. A new, strategically selected location is essential to ensure the safety, sustainability, and long-term value of a new aquatic facility for the community.

Repairing the existing pool is unequivocally not a viable or cost-effective option due to a confluence of extensive and compounding structural, mechanical, and regulatory issues. The facility currently experiences severe water loss, documented at approximately 21,861 gallons per day, as indicated in the Pool Inspection Report 11-2019 Paddock. This alarming rate of water loss is a clear indicator of major structural integrity failures and significant mechanical system malfunctions.

Beyond operational inefficiencies, the pool is in egregious non-compliance with critical safety regulations. It fails to meet the stringent requirements of the Virginia

Graeme Baker Pool & Spa Safety Act, specifically due to non-compliant main drain grates and sumps, posing a direct threat to public safety.

The site is also riddled with multiple regulatory violations. As highlighted in the Pool Inspection Report 11-2019 Paddock and further supported by the Pool Infrastructure Solutions Group 2021 report detailing subsurface voids and concrete issues, there are significant Environmental Protection Agency (EPA) discharge concerns. Moreover, the facility is in stark violation of the Americans with Disabilities Act (ADA) due to the complete absence of required accessibility features. Addressing these deficiencies through repair and retrofitting would necessitate a substantial investment, with estimated costs ranging from $8.3 million to $9.5 million for repairs and upgrades alone, as detailed in the Pool Inspection Report 11-2019 Paddock. Considering the pervasive and complex issues, these figures underscore the immense financial burden of attempting to salvage the current structure.

Furthermore, under current public health guidelines, a public bathing place is presumed to be permanently out of service when it has not been in use at any time during the period from June 1 to September 1 of the same year. Given the pool's prolonged inactivity, dating back to 2019 inspections, and the extensive repairs needed to bring it into compliance with modern standards, it unequivocally falls within this classification. The Pool Inspection Report 11-2019 Paddock explicitly details the need for complete removal and replacement of the bathhouse, stainless steel gutter system, new pool floor, concrete decking, interior finish, mechanical and filter area, and deck equipment.

Given the severe spatial, environmental, structural, and regulatory challenges, redevelopment of the existing site is not a viable option. A new, purpose-built aquatic facility at a more appropriate location is the responsible path forward – ensuring safety, sustainability, and the ability to meet modern standards and community needs.

Previous Studies

Paddock Study – November 2019

The inspection report for the outdoor Municipal Swimming Pool in Pryor, Oklahoma, conducted in November 2019 by Paddock Enterprises, Inc., aimed to provide a comprehensive planning guide for the City to decide on repairing or replacing the existing swimming pool facility.

The report indicates that while the pool was built in 1955 and renovated in 1996, there are numerous items that need to be addressed to bring it to good operating standards. The report details readily apparent problems and suggests methods for correction.

Major Problems and Reasons for Infeasibility of Renovation:

- **Significant Water Loss:** The pool is losing approximately 4 inches of water per day, which equates to about 21,861 gallons daily, primarily due to issues with expansion joints.
- **Structural Issues:** The pool's sectional poured concrete structure has shifted over the years, resulting in it being approximately three inches out of level, with the deep end being lower. There are also numerous cracks in the walls and floor, with at least one crack leaching water. Repairing these cracks is complex and may involve sandblasting and further inspection before determining the repair method.
- **Regulatory Violations and Non-Compliance:**
    - **EPA Discharge Violations:** The overflow gutter trough, pool drains, and filter backwash water discharge have direct connections to a lift station that ties directly into the sanitary sewer, which is an EPA violation and requires an indirect connection.
    - **Virginia Graeme Baker Act Non-Compliance:** The main drain grates and sumps do not comply with the Virginia Graeme Baker Act, which aims to eliminate entrapment on suction fittings and main drains. New sumps, frames, and grates are required.
    - **Americans with Disabilities Act (ADA) Non-Compliance:**
        - The facility requires significant upgrades to meet ADA accessibility requirements, which became mandatory for all public pool facilities in 2012.
        - Accessibility issues include parking, curb ramps, sidewalks, signage, attendant counters, entry clearances to bath facilities,

accessible features within the bath/changing area (toilets, urinals, sinks, showers), and exit clearances from the bathhouse to the pool.
- Access to the pool itself needs a stable, even, and no-slip deck surface, and requires a chair lift or ramp, with larger facilities needing two points of access. A handicap drinking fountain is also required.
- The existing bathhouse is old and requires replacement to meet current ADA requirements.
- The wading pool does not meet piping, recirculation, zero-entry ADA access, or perimeter decking requirements and is not in use. It would require complete renovation or replacement, or alternatively, zero-entry could be added to the main pool, as many communities are eliminating wading pools.

- **General Condition and Appearance:**
    - The pool's structural concrete shell is in "Fair" condition, showing shifting, cracks, and unevenness.
    - The concrete decks are "Good" but showing age with areas where water is standing due to drainage issues.
    - Deck equipment, including dive stands and lifeguard stands, is showing age and would need replacement if the pool is renovated.
    - The interior finish (epoxy paint) is "Fair" with thin, deteriorating paint, and requires sandblasting, wall repair, and reapplication.
    - The bathhouse is in "Poor" condition and needs renovation or replacement.
    - The chemical storage building has shifted, showing cracks in the block walls, and acid has corroded metal items. The exhaust fan is also not operating.
    - Overhead lighting appears to be insufficient for night swimming.

The report concludes that due to the age of the facility (65 years), compliance issues, and cosmetic issues, complete renovation or replacement is recommended. If renovation is chosen, it would involve saving the structural shell, installing a stainless-steel recirculation system, new mechanical and lighting, new perimeter decking, shade structures, replacing the bathhouse entirely, eliminating the wading pool, adding zero-entry to the main pool, and adding attractions like a flume water slide and diving.

Expansion Joints: The pool is a sectional poured structure. The expansion joints are failing in areas.

Cracks in deep end floor.


Bathroom

Abandoned upstairs in bathhouse.

Infrastructure Solutions Study - 2021

The Whitaker Park Pool, constructed in 1958, is a reinforced concrete structure that has undergone "periodic repairs to the concrete during the off season... with varied results." The pool's fundamental structure has remained unchanged, with updates limited to "above-ground dressing facilities, parking areas, and mechanical equipment upgrades."

Key Issues Indicating Infeasibility of Renovation:

- **Unequal Level and Impact on Recirculation:** "Recent observations show the west end of the pool to be approximately 2-3 inches lower than the east end of the pool." This unevenness "has dramatically impacted the overflow water return system putting more pressure on the weir flows and creates areas of the pool where water is not efficiently recycled." The report explicitly states, "Long Term, this situation should be rectified or a new system more balanced should be installed."
- **Persistent Leakage and Joint Degradation:** A core issue is pervasive leakage. "The visual inspection of the concrete bottom indicated all canst. joints throughout the pool have visible signs of leakage." When the pool is empty, "the joints are leaking water into the pool," and during operation, "these same joints will leak water out of the pool to the lowest levels where historical wet grounds and constant pump station operation of the French drain system supports the active leakage." The caulk in the joints is "brittle and cracked throughout the pool," and some joints have experienced "freeze and spauling which is an annual occurrence." The degradation worsened significantly due to "the extreme cold weather of the winter of 2020-21."
- **Extensive Concrete Slab Damage:** Beyond joint repairs, "specific sections of the concrete floor have experienced more extensive damage to just seal the joints." Three sections, primarily in the deep end, "must be saw cut removed and replaced including sub grade use of flowable fill and drilled dowels to surrounding concrete flooring." This damage is attributed to "subterranean water migration" and "freeze expansion" during cold winters.
- **Voids Beneath the Pool Slab:** While a Ground Penetrating Radar (GPR) unit found voids, their depth was "only a few inches which does not indicate an immediate need to expose and fill those voids." However, the GPR "indicated data signatures consistent with voids along several of the joints and in larger areas primarily on the south and southwest portion of the pool."
- **Winterization Challenges and Costs:** To mitigate future joint degradation, a "change in winter operation is also suggested," involving leaving "at least 2

feet of water in the pool at the shallow end" and over 6 feet in the deep end. This new procedure "requires preparation, capital expenditure of funds for expansion prevention equipment, chemical and repeated visitation to replenish chemicals, adjust pillow blocks and break up ice."

- **Beyond Scope of Current Study:** The report explicitly states, "This study does not address the several other items that must occur to bring the pool back to operation." These unaddressed items include potential additional repairs to "mechanical filtration and pumping equipment" to meet Oklahoma Department of Health guidelines, as well as "Deck repairs, fencing repairs, above water ladders, lifeguard stands, and pool house dressing room improvements." Furthermore, "The entire pool area needs to be water blasted and re-painted with heavy coats of marine grade oil-based paints."
- **Long-Term Commitment to a Compromised Structure:** The document advises that "All of the above items should be considered prior to undertaking the pool bottom concrete and joint repair project. These improvements require a long-term commitment to the existing structure." While significant voids were not found, "Some settlement of the pool has occurred and at some point, in the future this settlement should be arrested by the addition of driven piles to bedrock even to the point of raising the pool back to level. However, this undertaking is not warranted at this time."
- **Uncertainty of Cost-Effectiveness for Repairs:** The "Project Purpose" section aimed to determine "if it is cost effective to undertake concrete repairs and construction joint replacements to a point where leakage is mitigated." However, the engineer concludes by stating, "The ultimate decision to make these repairs or to remove the pool in its entirety for replacement with a more current pool design is not a decision this engineer is prepared to make."
- **Estimated Cost for Partial Repairs:** The cost estimate provided *only* for the concrete bottom and joint repairs totals $90,472.00, including a 10% contingency and engineering/inspection fees. This cost does not encompass the numerous other issues identified in the report that are necessary to bring the pool to operational standards and code compliance.

In conclusion, while specific repairs to the pool's concrete bottom and joints are estimated at over $90,000, these represent only a fraction of the necessary upgrades. The persistent structural settlement, extensive compliance issues, and the high cost and ongoing effort required for basic operational readiness, coupled with the engineer's unwillingness to endorse the cost-effectiveness of renovation over replacement, strongly suggest that updating/fixing the current pool may not be a feasible long-term solution.

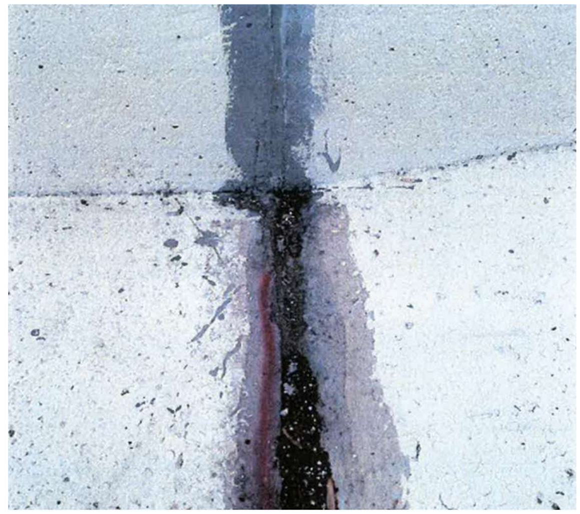
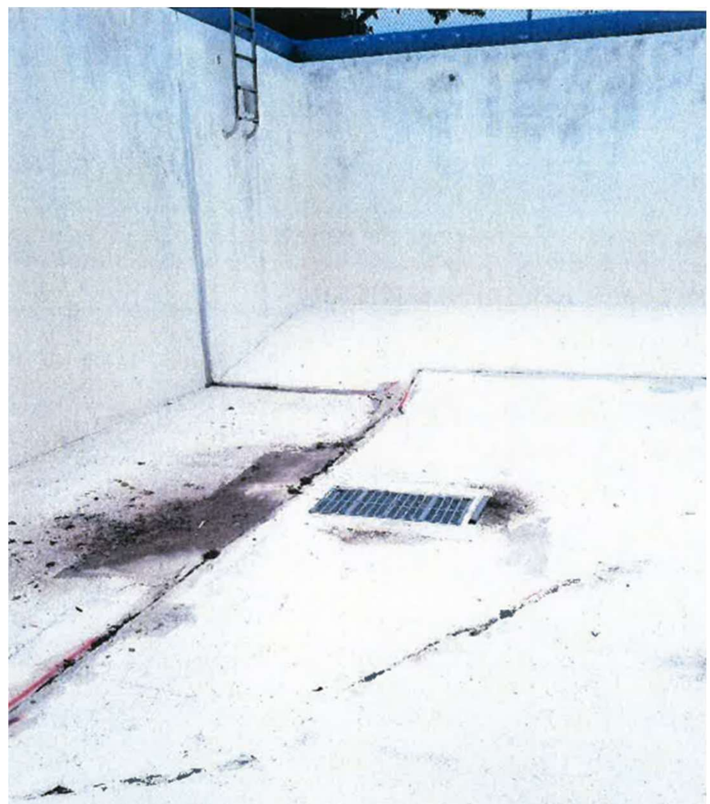


Figure 3 CLOSE UP OF WEATHERED JOINT



Determination on Whitaker Pool Site

Based on findings from previous studies and the ongoing structural deterioration of the existing pool, the Task Force formally recommended the new aquatic facility be constructed at a more suitable location outside the existing floodplain.

In addition to the environmental risks, the Task Force noted significant limitations in the current site's size, infrastructure, and location, which would restrict future expansion and the ability to collaborate with other recreational facilities. Specifically, the existing site would prevent synergy with the Pryor Creek Recreation Center – an opportunity critical to maximizing operational efficiency and program coordination.

Relocating the facility enables a strategic and sustainable solution that aligns with long-term community goals.

Outreach Process

Community Survey Results

Two community survey methods were utilized to engage the public, one in person at multiple community events and one online. The date gathered through those surveys were utilized by the Task Force and PDG to develop the conceptual plans and cost estimates presented in this proposal.

Online Survey

In 2023, the Task Force, conducted an extensive online survey to comprehensively gauge public interest and preferences for a new public water park facility. We utilized Google Forms, and community channels such as Pryor Main Street and the official Pryor Facebook page. This approach garnered significant community engagement, resulting in a robust response of more than 850 individuals who generously shared their valuable insights.

The compiled survey data provides a compelling foundation for understanding the community's vision for a modern aquatic center. The findings indicate overwhelming support for a comprehensive, family-oriented water park that serves diverse age groups and interests. Respondents expressed a strong preference for a wide range of recreational and leisure amenities, with top priorities including:

- shaded seating areas to provide relief from sun exposure,
- interactive water features, such as slides and diving boards,
- zero-entry/beach entry pools for accessibility,
- lazy river as a relaxing recreation option, and
- essential features like concessions, spacious deck areas, and comfortable lounge seating.

This section will delve into the detailed findings of this survey, presenting a comprehensive analysis through charts and graphs that vividly illustrate the public's articulated desires for an ideal water park experience.

In Person Survey

In the fall of 2023, the Task Force held a series of public engagements at events and local football games in Pryor, Adair, and Salina.

Main Street Event – September 21, 2023

Pryor Schools Football Game – September 22, 2023

Adair Schools Football Game – September 29, 2023

Salina Schools Football Game – September 29, 2023

The results of the survey are as follows:

Public Display Results

	Main Street - 9/21/23								Pryor FB - 9-22-2023						Adair/Salina FB - 9-29-23					
Image Board #	**1st**	**Dots**	**2nd**	**Dots**	**3rd**	**Dots**	**4th**	**Dots**	**1st**	**Dots**	**2nd**	**Dots**	**3rd**	**Dots**	**1st**	**Dots**	**2nd**	**Dots**	**3rd**	**Dots**
1 - Overall Style	3	130	10	54	8	34			3	65	10	17	8	14	3	37	9	18	2	15
2 - Kids Area	6	54	3	45	8	31			6	29	3	21	2	18	6	31	3	18	2	15
3 - Diving / Swimming	6	32	5	26	4	19			5,6	25			2	18	4	17	2	16	6	14
4 - Slides	6	116	3	49	7	48	5	46	6	265	7	52	3	44	6	107	3	48	1,5,7	17
5 - Aquatic Toys	2	49	8	29	6	23			2	38	1	26	6	18	2	25	1	24	6,8	18
6 - Lazy River	5	242	4	41	6	35	2	33	5	158	2	32	4	26	5	51	2	20	4	18
7- Shade Structures	5	146	2	32	6	26			5	49	1	5	3	4	5	52	1,6	12	2	11

Notes - How to read this Spreadsheet.
Pictures on the Image Boards are numbered.
The number in the 1st, 2nd and 3rd columns are the picture number from the corresponding board.
The Dot column represents the number of Dots put on that picture at each of the outings.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PRYOR AREA AQUATIC CENTER
SERVING ALL CITIZENS OF MAYES COUNTY
OVERALL STYLE
PRYOR, OKLAHOMA


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PRYOR AREA AQUATIC CENTER
SERVING ALL CITIZENS OF MAYES COUNTY
KIDS AREA
PRYOR, OKLAHOMA


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PRYOR AREA AQUATIC CENTER
SERVING ALL CITIZENS OF MAYES COUNTY
DIVING / SWIMMING
PRYOR, OKLAHOMA


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PRYOR AREA AQUATIC CENTER
SERVING ALL CITIZENS OF MAYES COUNTY
SLIDES
PRYOR, OKLAHOMA


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PRYOR AREA AQUATIC CENTER
SERVING ALL CITIZENS OF MAYES COUNTY
AQUATIC TOYS
PRYOR, OKLAHOMA


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PRYOR AREA AQUATIC CENTER
SERVING ALL CITIZENS OF MAYES COUNTY
LAZY RIVER
PRYOR, OKLAHOMA


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PRYOR AREA AQUATIC CENTER
SERVING ALL CITIZENS OF MAYES COUNTY
SHADE AND PICNIC
PRYOR, OKLAHOMA

Construction Funding

Funding Consideration

The Economic Development Trust Authority (EDTA) and the Pryor Area Aquatic Center Task Force initiated a pre-campaign assessment study, conducted by Swanson House Fundraising Professionals, to evaluate the feasibility of a $24 million capital campaign for the construction of the Aquatic Center in Pryor, OK. This assessment involved interviews and surveys with individuals, businesses, and foundations to gauge their interest and capacity to contribute.

Feedback from the assessment revealed that there is community support for the Aquatic Center. Respondents emphasized the need for transparency regarding funding sources and suggested exploring various avenues, including grants, partnerships (potentially with the school), and phased development to make the project more financially manageable. Some also questioned the potential for attracting out-of-area donors to assist with funding.

Swanson House's analysis suggests a pathway to raise $3 to $5 million in charitable funding if the Pryor Area Aquatic Center commits to a thoughtful and professional fundraising campaign. Their recommendations outline a framework, timeline, tools, and strategies for an effective campaign. This includes the formation of a Steering Committee to provide oversight and assist with donor engagement.

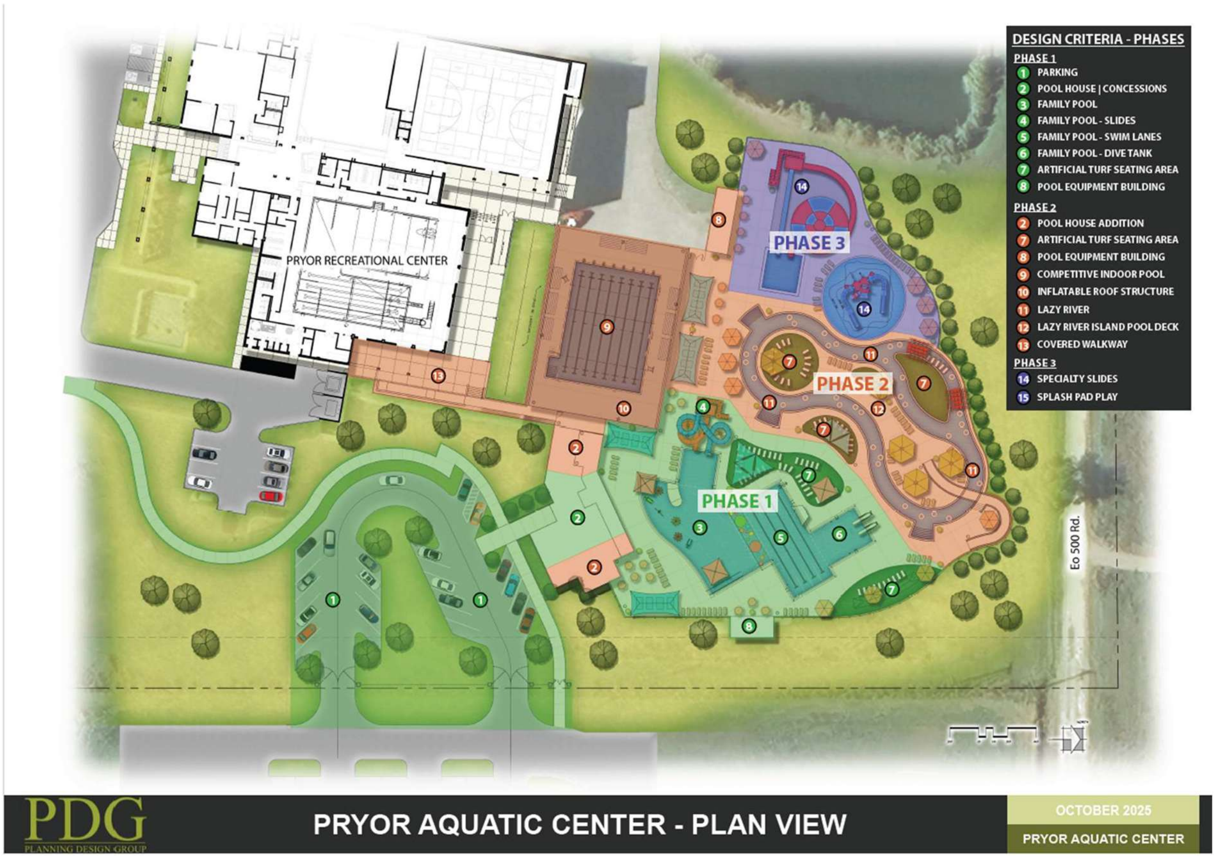
We believe the most likely path to construction is a combination of private funding, grants, and public funding through a bond. The pool task force recommends that the initial focus be on private funding, then on grant funding (pursue federal, state, and/or private foundation grants, including those focused on health, youth, ADA accessibility, and recreation), and any final needs being addressed through a public bond issue. Each category has its benefits and risks. Given the overall scope of the project, the most responsible and realistic path forward is to phase the aquatic center's development, aligning construction timelines with available funding and minimizing financial exposure.

PDG has provided the Task Force with cost estimates for the project. Those estimates are $22,836,630.85 for the entire aquatic center. However, the Task Force believed it might be necessary to phase the aquatic center into phases. Those phases are Phase 1 at $8,690,095, Phase 2 at $9,166,753.50, and Phase 3 at $2,903,725, and a 10% contingency added for each phase. Phase 1 & Phase 2 are the primary phases with Phase 3 being a long-term future addition to the Aquatic Center.

Later in the report the income analysis is based upon the phases.

Full Construction

PDG has developed a cost estimate for the full project at $22,836,630.85, including a 10% contingency.



Pryor Aquatic Center - Architect's Estimate

Overall Estimate
10-Oct-25

OVERALL ESTIMATE Phase	Total Cost
PHASE 1 (includes alternate items)	$8,690,095.00
PHASE 2* (includes alternate items)	$9,166,753.50
PHASE 3	$2,903,725.00
TOTAL BASE BID ITEMS	**$20,760,573.50**
Contingency (10%)	**$2,076,057.35**
Total Construction Budget	**$22,836,630.85**

*The above estimated project costs do not include design fees and other project costs associated with construction (survey, testing, owner contingencies, etc.)

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Pryor Aquatic Center - Architect's Estimate

PHASE 1
10-Oct-25

BASE BID PAY ITEMS

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	General Conditions/Bonds/Insurance	LS	1	$475,000.00	$475,000.00
2	Temporary Silt Fence - CIP	LS	1	$10,000.00	$10,000.00
3	Earthwork-Excavation/Embankment/Compaction/Grading - CIP	LS	1	$250,000.00	$250,000.00
4	Asphalt Paving - CIP	SY	1,700	$50.00	$85,000.00
5	1'-8" Combined Curb & Gutter - CIP	LF	1,100	$30.00	$33,000.00
6	Parking Lot Striping - CIP	LS	1	$6,000.00	$6,000.00
7	ADA Signs and Symbols - CIP	LS	1	$5,000.00	$5,000.00
8	Exterior 4" Sidewalk - CIP	SF	6,500	$8.00	$52,000.00
9	Vehicular Gate - CIP	EA	2	$7,500.00	$15,000.00
10	Pipe-rail Fence - CIP	EA	100	$50.00	$5,000.00
11	Masonry Columns - CIP	EA	4	$2,500.00	$10,000.00
12	Water Service - CIP	LS	1	$40,000.00	$40,000.00
13	Sanitary Sewer - CIP	LS	1	$50,000.00	$50,000.00
14	Storm Sewer - CIP	LS	1	$75,000.00	$75,000.00
15	Site Electrical and Security Site Lighting - CIP	LS	1	$100,000.00	$100,000.00
16	Concessions/Bath House/Restrooms- CIP	LS	1	$1,850,000.00	$1,850,000.00
17	Pool Equipment Building - CIP	LS	1	$300,000.00	$300,000.00
18	Family Pool - CIP	LF	530	$5,000.00	$2,650,000.00
19	Family Pool Slides - CIP	LS	2	$350,000.00	$700,000.00
20	Family Pool 1m Diving Board - CIP	EA	1	$15,000.00	$15,000.00
21	Family Pool 3m Diving Board - CIP	EA	1	$30,000.00	$30,000.00
22	Family Pool Toys - CIP	EA	6	$12,500.00	$75,000.00
23	Family Pool Climbing Wall - CIP	LS	1	$35,000.00	$35,000.00
24	Family Pool Obstacle Course - CIP	LS	1	$65,000.00	$65,000.00
25	Pool Deck 4" Thick Concrete Pavement - CIP	SF	17,085	$10.00	$170,850.00
26	Pool Trench Drain - CIP	LS	1	$105,000.00	$105,000.00
27	12'x12' Square Umbrella Shade Structures - CIP	EA	3	$10,000.00	$30,000.00
28	17'x34' Hip Shade Structure - CIP	EA	2	$20,000.00	$40,000.00
29	Triangle Shade Sail Structures - CIP	LS	4	$20,000.00	$80,000.00
30	14' Umbrella Shade - CIP	EA	3	$8,000.00	$24,000.00
31	6' HT Black Vinyl Coated Fence (6 Gauge) - CIP	LF	575	$60.00	$34,500.00
32	Artificial Turf (Flat) - CIP	SF	3,060	$15.00	$45,900.00
33	Artificial Turf Berm - CIP	SF	340	$30.00	$10,200.00
34	Pool Hydrants - CIP	EA	7	$2,000.00	$14,000.00
35	Picnic Tables - CIP	EA	19	$3,500.00	$66,500.00
36	Benches - CIP	EA	6	$2,000.00	$12,000.00
37	Trash Receptacles - CIP	EA	6	$1,750.00	$10,500.00
38	Lifeguard Stand - CIP	EA	5	$2,000.00	$10,000.00
39	Rules Signage - CIP	EA	1	$4,500.00	$4,500.00
40	Landscaping and Irrigation- CIP	LS	1	$100,000.00	$100,000.00
41	U-3 Bermuda Solid Sod - CIP	SF	50,000	$0.45	$22,500.00
42	FFE - Site Furniture	LS	1	$75,000.00	$75,000.00

TOTAL BASE BID ITEMS	**$7,786,450.00**
Contingency (10%)	**$778,645.00**
Total Construction Budget	**$8,565,095.00**

ADD. ALTERNATE PAY ITEMS

Item	Description	Unit	Quantity	Amount	Amount
A-1	Site Lighting - CIP	LS	1	$125,000.00	$125,000.00

TOTAL ALTERNATE BID ITEMS	**$125,000.00**
TOTAL BASE & ALTERNATE BID	**$8,690,095.00**

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Pryor Aquatic Center - Architect's Estimate

PHASE 2
10-Oct-25

BASE BID PAY ITEMS

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	General Conditions/Bonds/Insurance	LS	1	$505,000.00	$505,000.00
2	Temporary Silt Fence - CIP	LS	1	$10,000.00	$10,000.00
3	Demolition - CIP	LS	1	$30,000.00	$30,000.00
4	Earthwork-Excavation/Embankment/Compaction/Grading - CIP	LS	1	$100,000.00	$100,000.00
5	Retaining Wall - CIP	LF	90	$500.00	$45,000.00
6	Step and Ramp Handrails - CIP	LF	130	$150.00	$19,500.00
7	Water Service - CIP	LS	1	$20,000.00	$20,000.00
8	Sanitary Sewer - CIP	LS	1	$20,000.00	$20,000.00
9	Storm Sewer - CIP	LS	1	$20,000.00	$20,000.00
10	Site Electrical and Security Site Lighting - CIP	LS	1	$100,000.00	$100,000.00
11	Covered Walkway - CIP	SF	5,105	$100.00	$510,500.00
12	Swimming Pool Piers (Structural) - CIP	LS	1	$350,000.00	$350,000.00
13	Pool Equipment Building - CIP	LS	1	$350,000.00	$350,000.00
14	Competative Pool - CIP	LF	305	$5,750.00	$1,753,750.00
15	Competative Pool Deck 4" Thick Concrete Pavement - CIP	SF	6,315	$10.00	$63,150.00
16	Competative Pool Stair Access	LS	1	$35,000.00	$35,000.00
17	Competative Pool Structure - CIP	LS	1	$900,000.00	$900,000.00
18	Competative Pool Utilities/MEP - CIP	LS	1	$65,000.00	$65,000.00
19	Bleachers - CIP	EA	8	$20,000.00	$160,000.00
20	Lazy River - CIP	LF	1,160	$2,000.00	$2,320,000.00
21	Lazy River Ramp Bridge - CIP	LS	1	$115,000.00	$115,000.00
22	Lazy River Rain Curtains - CIP	EA	2	$35,000.00	$70,000.00
23	Pool Deck 4" Thick Concrete Pavement - CIP	SF	15,606	$10.00	$156,060.00
24	Pool Trench Drain - CIP	LS	1	$25,000.00	$25,000.00
25	20' Umbrella Shade - CIP	EA	5	$15,000.00	$75,000.00
26	14' Umbrella Shade - CIP	EA	5	$8,000.00	$40,000.00
27	17'x34' Hip Shade Structure - CIP	EA	2	$20,000.00	$40,000.00
28	Triangle Shade Sail Structures - CIP	LS	3	$20,000.00	$60,000.00
29	6' HT Black Vinyl Coated Fence (6 Gauge) - CIP	LF	386	$60.00	$23,160.00
30	Artificial Turf (Flat) - CIP	SF	3,155	$15.00	$47,325.00
31	Pool Hydrants - CIP	EA	11	$2,000.00	$22,000.00
32	Picnic Tables - CIP	EA	10	$3,500.00	$35,000.00
33	Trash Receptacles - CIP	EA	10	$1,750.00	$17,500.00
34	Lifeguard Stand - CIP	EA	8	$2,000.00	$16,000.00
35	Rules Signage - CIP	EA	2	$4,500.00	$9,000.00
36	Landscaping and Irrigation- CIP	LS	1	$75,000.00	$75,000.00
37	U-3 Bermuda Solid Sod - CIP	SF	17,200	$0.45	$7,740.00
38	FFE - Site Furniture	LS	1	$35,000.00	$35,000.00

TOTAL BASE BID ITEMS	**$8,210,685.00**
Contingency (10%)	**$821,068.50**
Total Construction Budget	**$9,031,753.50**

ADD. ALTERNATE PAY ITEMS

Item	Description	Unit	Quantity	Amount	Amount
A-1	Competative Pool Blanket	LS	1	$35,000.00	$35,000.00
A-2	Site Lighting - CIP	LS	1	$100,000.00	$100,000.00
A-3	Enclosed Walkway - CIP	SF	5,105	$150.00	$765,750.00

TOTAL ALTERNATE BID ITEMS	**$135,000.00**
TOTAL BASE & ALTERNATE BID	**$9,166,753.50**

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Pryor Aquatic Center - Architect's Estimate

PHASE 3
10-Oct-25

BASE BID PAY ITEMS

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	General Conditions/Bonds/Insurance	LS	1	$175,000.00	$175,000.00
2	Temporary Silt Fence - CIP	LS	1	$10,000.00	$10,000.00
3	Demolition - CIP	LS	1	$15,000.00	$15,000.00
4	Earthwork-Excavation/Embankment/Compaction/Grading - CIP	LS	1	$50,000.00	$50,000.00
5	Water Service - CIP	LS	1	$7,500.00	$7,500.00
6	Sanitary Sewer - CIP	LS	1	$7,500.00	$7,500.00
7	Storm Sewer - CIP	LS	1	$15,000.00	$15,000.00
8	Site Electrical and Security Site Lighting - CIP	LS	1	$50,000.00	$50,000.00
9	Pool Deck 4" Thick Concrete Pavement - CIP	SF	5,600	$10.00	$56,000.00
10	Pool Trench Drain - CIP	LS	1	$27,000.00	$27,000.00
11	Splashpad - CIP	LS	1	$650,000.00	$650,000.00
12	Splash Pad 5" Thick Concrete Pavement with Batch Color - CIP	SF	2,735	$15.00	$41,025.00
13	Splash Bowl Slide - CIP	LS	1	$750,000.00	$750,000.00
14	Speed Slide - CIP	LS	1	$350,000.00	$350,000.00
15	Slide Tank - CIP	LF	115	$2,500.00	$287,500.00
16	Slide River Rock - CIP	SF	2,820	$10.00	$28,200.00
17	6' HT Black Vinyl Coated Fence (6 Gauge) - CIP	LF	241	$60.00	$14,460.00
18	Pool Hydrants - CIP	EA	3	$2,000.00	$6,000.00
19	14' Umbrella Shade - CIP	EA	3	$8,000.00	$24,000.00
20	Picnic Tables - CIP	EA	6	$3,500.00	$21,000.00
21	Trash Receptacles - CIP	EA	3	$1,750.00	$5,250.00
22	Lifeguard Stand - CIP	EA	3	$2,000.00	$6,000.00
23	Rules Signage - CIP	EA	2	$4,500.00	$9,000.00
24	Landscaping and Irrigation- CIP	LS	1	$25,000.00	$25,000.00
25	U-3 Bermuda Solid Sod - CIP	SF	20,700	$0.45	$9,315.00
26	FFE - Site Furniture	LS	1	$15,000.00	$15,000.00

TOTAL BASE BID ITEMS	**$2,639,750.00**
Contingency (10%)	**$263,975.00**
Total Construction Budget	**$2,903,725.00**

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Swanson House – Private Funding Scope

Summary

This Pre-Campaign Assessment Study evaluates the feasibility of a $24 million campaign to build the Pryor Area Aquatic Center (PAAC) as a multi-generational community amenity in Mayes County, Oklahoma. Conducted by Swanson House, Inc., the study combines a 12-Point Organizational Review, confidential interviews with 38 community leaders, feedback from 11 mail-in surveys, and secondary research. The findings inform development needs, campaign strategies, and organizational infrastructure required for successful fundraising.

Methodology

- Twelve-Point Organizational Review of governance, financial systems, data management, communication vehicles, and staffing.
- Confidential, in-depth interviews with 38 individuals representing local government, business, education, and civic groups.
- An 11-respondent mail survey to validate interview themes and capture additional perspectives.
- Analysis of philanthropic trends at national, state, and county levels to contextualize local giving capacity.

Key Assessment Findings

- Quality-of-Life Impact: Respondents see the aquatic center as a valuable asset for all ages, promoting health, community pride, and youth engagement.
- Economic Development: The facility is expected to attract families, retain employees, boost tourism, and expand the local tax base.
- Cost & Sustainability Concerns: The $24 million price tag drew skepticism; many suggested phased construction or combining private gifts with public funding mechanisms (bonds, tax initiatives).
- Donor Engagement: 62 percent indicated willingness to give, 37 percent were undecided, and 22 percent declined. Twenty-three interviewees expressed interest in leadership roles or advocacy.
- Messaging Needs: Effective appeals should emphasize community wellness, economic return, workforce recruitment benefits, and a compelling vision for intergenerational gathering.

Campaign Recommendation Summary

A scaled $3 million to $5 million comprehensive campaign is proposed to fund a portion of the facility, alongside defined public sources for the balance. Key elements include:

- **Signature Leadership Gift**
  Secure one or more seven-figure gifts early to validate the project and leverage additional support.
- **Quiet & Public Phases**
  Cultivate and close 50 percent of the goal in a 30–40-month silent phase before a public launch.
- **Four-Step Fundraising Framework (ICSA)**
  Systematic Prospect Identification, Cultivation, Solicitation, and Appreciation.
- **80/20 Major Gift Focus**
  Anticipate that roughly 20 percent of donors will provide 80 percent of funds; develop tailored donor rationales.
- **Campaign Leadership Committee (CLC)**
  Recruit 6–10 influential volunteers to make lead gifts, open doors, and oversee policy.
- **Infrastructure & Policies**
  Adopt a gift acceptance policy, donor recognition guidelines, named gift schedules, and an Association of Fundraising Professionals Donor Bill of Rights.

Swanson House Recommended Next Steps

- Finalize public funding commitments (bonds, dedicated taxes, grants) prior to campaign launch.
- Establish a standalone nonprofit entity or fiscal sponsor and implement donor tracking software.
- Recruit and train a Campaign Leadership Committee; develop customized cultivation materials.
- Initiate prospect research to build gift-range prospect lists and rationale sheets.
- Launch monthly communication vehicles (First Monday Memo) to build donor affinity and transparency.

With these actions, the Pryor Area Aquatic Center will position itself to secure meaningful philanthropic support and community buy-in, setting the stage for a transformative civic project.

Potential Grant Sources for an Aquatic Center

Below is a selection of federal, state, and private funding programs commonly used to plan, build, or renovate aquatic facilities. Each entry includes the sponsor, eligible applicants, a brief description, and typical award amounts or match requirements.

Federal Grants

Grant Program	Sponsor	Eligible Applicants	Description	Award Range / Match
Land & Water Conservation Fund (LWCF)	U.S. Department of the Interior	State and local governments	Formula grants to acquire and develop public outdoor recreation facilities (including pools, splash pads, and bathhouses).	Varies by state; often 50/50 match
Urban Parks & Recreation Recovery (UPARR)	National Park Service	Economically distressed cities and urban parks	Rehabilitation grants for existing parks and recreation facilities, including aquatic centers; can cover planning, construction, and equipment.	Competitive; typically $250K–$1M+
Community Facilities Direct Loan & Grant Program	U.S. Department of Agriculture (USDA)	Public bodies, non-profits, tribes in rural areas (<20K pop.)	Low-interest loans and grants to develop essential community facilities, including swimming pools, splash pads, bathhouses, and locker rooms.	Loans up to 40 years; grants up to 75%
EPA Brownfields Program	U.S. Environmental Protection Agency (EPA)	Public, non-profit, and tribal entities redeveloping contaminated sites	Funding for assessment and cleanup of brownfield sites; may be used to prepare a former industrial site for a new aquatic facility.	Assessment grants: up to $350K; Cleanup up to $500K+

State & Local Grants

Grant Program	Sponsor	Eligible Applicants	Description	Award Range / Match
Oklahoma Statewide Recreation Trails Program	Oklahoma Department of Tourism & Recreation	Cities, counties, tribal governments	Grants for development of outdoor recreation spaces—including walking trails, splash pad amenities, and pool-adjacent green space.	Up to $100K; 50% matching requirement
Oklahoma Parks & Outdoor Recreation Trust Fund	Oklahoma Department of Wildlife Conservation	Municipalities, non-profits	Competitive funding for acquisition or enhancement of public recreation facilities, such as aquatic features.	Varies; typically $50K–$200K

Private & Foundation Grants

Grant Program	Sponsor	Eligible Applicants	Description	Award Range
NRPA Community Health & Wellness Grants	National Recreation and Park Association	Park and rec agencies, 501(c)(3)s	Periodic grants to support health-focused recreation projects, including pools and water safety programs.	$10K–$35K
KaBOOM! Community Build Grants	KaBOOM!	Non-profits, municipalities	Supports construction or renovation of play spaces and splash pads; can be paired with local private fundraising.	Up to $15K in materials
AARP Community Challenge	AARP	Non-profits, local governments	Seed funding for quick-turnaround “pop-up” projects that improve community spaces, e.g., shaded seating or splash features.	$2K–$10K
Local & Regional Foundations	George Kaiser Family Foundation, ONEOK Foundation, Cherokee Nation etc.	Non-profits, public agencies	May provide project-specific grants for community wellness facilities, workforce development, and youth recreation.	Varies (often $5K–$100K+)

Corporate & Industry Partnerships

- **Musco Lighting Youth Sports Access Grant** (via NRPA) – In-kind sports lighting plus cash to boost access to play.
- **Nike Community Grant** (via NRPA) – Funds programs that increase girls' sports participation, potentially supporting swim team development.
- **Walmart Foundation Parks as Community Nutrition Hubs** – Grants to support health-oriented community facilities.

Tips for Successful Grant Pursuit

- Start with a **strong feasibility study** and cost estimate to demonstrate need and readiness.
- Identify **matching funds** early; federal and state grants often require 50 percent or higher local matches.
- Build relationships with grant officers at funding agencies; site visits and early feedback can improve your application.
- Leverage **public–private partnerships** by combining philanthropic gifts with grant awards and municipal bonds.
- Incorporate **maintenance funding plans** into your proposals to address sustainability concerns raised by donors and reviewers.

These grant sources, when strategically combined with private philanthropy and public funding mechanisms, can substantially reduce the fundraising burden for a new aquatic center.

Public Funding Options for an Aquatics Center

Below are the primary public funding mechanisms—federal, state, and local—that municipalities or special authorities in Oklahoma commonly leverage to plan, build, and sustain aquatic facilities.

Local Government & Bonding Tools

General Obligation (G.O.) Bonds
- Cities/counties can place a bond question on a ballot to fund construction; repaid via property taxes.

Revenue Bonds
- Bonds repaid from facility user fees (admissions, lessons, rentals), reducing the need for a tax increase.

Special Sales Tax or "Parks & Rec" Tax
- City or county sales tax dedicated to parks, recreation, and capital improvements. Requires voter approval.

Hotel/Motel (Lodging) Tax
- Additional lodging tax dedicated to tourism-related infrastructure—pools and aquatic centers qualify if they draw visitors.

Tax Increment Financing (TIF) District
- Bonds repaid by future property-tax increments generated within a defined redevelopment area that includes the aquatics center.

Steps to Pursue Public Funding

- Convene financial and bond counsel to determine the most cost-effective debt instrument (G.O. vs. revenue bond).
- Engage financial experts to model property-tax or sales-tax impacts for voter education.
- Apply to state and federal grant programs with aligned project scopes and cost estimates.
- Bundle multiple funding sources (grants + bonds + user fees) to reduce the local tax burden and improve voter support.

By layering federal grants, state programs, and local public financing tools, our community can significantly reduce out-of-pocket costs for residents while delivering a sustainable aquatic center.

Financial Performance

Forecast

Key Assumptions

The financial projections presented in this business plan for the Pryor Area Aquatic Center are built upon a set of carefully considered key assumptions, designed to provide a realistic and compelling picture of the facility's full potential. These projections assume that both Phase 1 and Phase 2 are completed prior to opening, allowing for the most impactful launch and long-term return on investment for the community and its stakeholders.

Rather than phasing construction over multiple years, this plan is built on the vision of opening the Pryor Area Aquatic Center with both Phase 1 and Phase 2 complete. This approach offers the most robust version of the center from day one—featuring a wide range of amenities including leisure and competition pools, slides, a lazy river, and ample space for programming and events. Launching the full facility ensures immediate community value and avoids the inefficiencies of piecemeal development.

Our revenue projections draw from detailed market research and proven industry benchmarks. A key comparison point is River Country Water Park in Muskogee, with adjustments made to reflect Pryor's unique demographics and growth trends. With the full suite of attractions included at launch, we anticipate strong attendance, longer guest stays, and broader participation in programming, driving revenue across admissions, swim events, rentals, and concessions.

Operational cost projections reflect the needs of the full Aquatic Center, including staffing for expanded safety coverage, increased utility and maintenance budgets, and resources for concessions, cleaning, and chemical supplies. Each estimate is based on industry standards and tailored to the center's size and usage expectations. Our goal is to ensure a safe, enjoyable, and financially sustainable operation from the very beginning.

We anticipate a strong launch with consistent attendance, driven by the comprehensive amenities offered from day one. Recent community surveys show overwhelming support and demand for an aquatic center of this scope. By including all features from the start, including the lazy river and competitive swim facilities, we position the center as both a local gathering place and a regional destination.

One of the most exciting elements of Phase 2 is the inclusion of a dedicated competition pool, enabling the facility to host swim meets and other aquatic events. This opens the door to new revenue streams such as team rentals, event hosting, and increased spending from visiting spectators. These events also contribute to Pryor's broader economy through hospitality, dining, and retail.

The Pryor Area Aquatic Center represents an exciting investment opportunity—one that blends financial responsibility with lasting community benefit. By seeking the resources to complete both phases upfront, we can deliver a transformative facility that meets immediate needs while laying the groundwork for long-term success. The combined scope of Phases 1 and 2 offers unmatched value: expanded access to recreation, health, and family activities, while stimulating local economic activity and pride. With your support, this vision is not only achievable – but positioned for long-term success.

Operational Revenue and Expenses

The financial analysis provides a projection of the probable operating costs for the aquatics center and the revenue potential from its operation. The analysis is based on a series of assumptions. The Pool Task Force identified programs and activities that would likely be offered and the rentals and events that would likely be scheduled. The programming and uses of the aquatics center reflect the goals and objectives of PAAC.

Revenue

Revenue Potential

Proper pricing is essential to building a satisfied customer base while generating sufficient revenue to partially offset operating costs. It is important that fees reflect the quality of amenities offered while providing acceptable rates to the intended market. Additionally, daily admission fees and annual passes must encourage participation by the broadest possible market. Rates for lap swim, rentals and events, and swim team meets must encourage participation to achieve revenue targets.

The revenue potential for the PAAC is heavily dependent upon maximizing the summer daily admissions and passes, swim lessons, and summer swim programs. PAAC will derive its revenue from fees for recreational swim, swim lessons, swim programs, and rentals (lane and pool). Recreation swim, followed by swim lessons will be core programs for the center. It is anticipated that the center will become a family destination during the summer with the expanded water play features, upgraded amenities, and comfortable water temperatures for swim lessons.

Improving Cost Recovery

The development of a new aquatics center provides opportunities to increase the rate of cost recovery after the start-up period. The center has an opportunity to create new programs and revenue streams, and revise policy.

Additional opportunities to improve the cost recovery include:

- Review fees and increase appropriately
- Host swim meets
- Develop niche water exercise program
- Increase special event offerings
- Establish training programs for athletes
    - Triathlons
    - Masters swimming
- Pursue partnerships
    - Financial partnerships
    - Shared services partnerships

Probable Operating Expenses

The major expense categories for the operation of every aquatic center are salaries and benefits, utilities and chemicals, repairs and maintenance, supplies, and capital reserves. A brief discussion of these expense categories follows.

Staffing:
Salaries, taxes, and employee benefits represent a significant percentage of the operating cost. The quality of staff will have a profound impact on the attendance and financial performance of the facility. Management, marketing, staff skillsets, and customer service will affect the participants' visits, and will drive swim lessons, swim team uses, competitive events, and lap swim and water fitness enrollments.

Utilities:
Utilities are the second largest expense category for an aquatics center. Utility costs include electricity, gas, water, and sewer. To cover these costs, the center will employ an energy efficient design. Utility costs are based on traditional energy management systems and current best practices. To estimate the costs, the units of electricity, gas, and water that would be consumed daily to operate the proposed center were calculated.

Materials and supplies include general goods required for the daily operation and maintenance of the facility, i.e. janitorial supplies, paper products used in restrooms, office supplies, party package supplies, program materials, etc. Pool chemical costs were calculated based on water volume and the likely water filtration rates.

Repair and Maintenance:
Repairs and maintenance are the next highest expense category. The staffing model includes facility operations personnel who will perform many of these services. The operating model assumes there will be staff who function as Pool Maintenance Technicians that are trained in the operation of pools. The cost of repairs and maintenance is expected to be lower than the expense shown in Year 1 when the facility is new and building systems and equipment are under warranty. Those amounts reflect the baseline for anticipated expense in Year 2 and Year 3.

Marketing and Promotions:
"Build it and they will come" will apply to only a small portion of the market and to some of the aquatic center's activities. The expense budget includes an allocation

for marketing and promotion of the aquatic facility, rentals and birthday party packages, and activities.

Building and Maintenance Reserve:
An annual set-aside of approximately one percent of the aquatic center construction costs is recommended to fund a reserve account.

Financial Summary - Revenue & Expense

Revenue		2028	2029	2030
	General Admission	$ 246,300.00	$ 246,300.00	$ 246,300.00
	Concessions	$ 100,000.00	$ 100,000.00	$ 100,000.00
	Pool Parties	$ 12,000.00	$ 12,000.00	$ 12,000.00
	Shade Pavillion Rentals	$ 24,000.00	$ 24,000.00	$ 24,000.00
	Special Events	$ 4,500.00	$ 4,500.00	$ 4,500.00
	Phase II	$ -	$ 15,958.00	$ 15,958.00
Total Revenue		**$ 386,800.00**	**$ 402,758.00**	**$ 402,758.00**
Operating Expenses				
	Salaries & Benefits	$ 143,726.00	$ 169,594.00	$ 169,594.00
	Supplies	$ 59,000.00	$ 80,000.00	$ 80,000.00
	Utilities	$ 30,000.00	$ 40,000.00	$ 40,000.00
	Maintenance	$ 32,000.00	$ 37,000.00	$ 37,000.00
	Administration	$ 14,000.00	$ 14,100.00	$ 14,100.00
	Equipment	$ 52,197.00	$ 5,369.00	$ -
Total Operating Expenses		$ 330,923.00	$ 346,063.00	$ 340,694.00
Net Operating Revenue		$ 55,877.00	$ 56,695.00	$ 62,064.00

Day to Day Operations

Mission

Our mission is to provide accessible and enjoyable water park experiences for children, families, and individuals in Pryor, Mayes County, and the surrounding region~~,~~ fostering recreation, family bonding, and community well-being.

Vision

Our vision is to become the premier water park destination in Northeastern Oklahoma, recognized for providing a vibrant and inclusive space where individuals and families can seamlessly blend fitness, fun, and social connection, fostering a healthier and more connected community.

Values

Our core values are:

- **Health and Well-being**: We are committed to fostering a healthier population by providing opportunities for physical activity and recreation.
- **Community Enrichment**: We value our role as a vital community amenity, contributing to the long-term attractiveness and vibrancy of the region for families.
- **Economic Development**: We strive to be a catalyst for economic growth, generating local employment and attracting visitors to the area.

Management and Staffing

The Pryor Area Aquatics Center has established a robust management structure to ensure efficient operations and oversight of the water park. At the top of the organizational chart is the Mayor of Pryor, who provides high-level guidance and support for the facility. Reporting directly to the Mayor is the Director, who oversees the overall management and strategic direction of the Aquatics Center.

Supporting the Director is the PAAC Board of Directors, which serves in an advisory capacity. This board plays a crucial role in providing insights, recommendations, and community perspective to help shape the water park's policies and long-term goals. The day-to-day operations of the facility are managed by the Aquatics

Coordinator, who reports to the Director and is responsible for the smooth functioning of all aspects of the water park.

The Aquatics Coordinator oversees a team of skilled professionals who manage various areas of the water park. This team includes:

- Lifeguard Manager: Responsible for scheduling, training, and supervising lifeguards
- Lifeguards: Ensure water safety and patron well-being
- WSI (Water Safety Instructor) Instructors: Conduct swimming lessons and water safety programs
- Concessions Manager: Oversees food and beverage operations
- Concession Workers: Prepare and serve food and drinks to patrons
- Admissions Manager: Manages ticketing and entry procedures
- Attendants: Assist with various customer service roles throughout the park

SWOT Analysis

As a startup water park in Pryor, OK, the Pryor Area Aquatics Center faces a unique set of strengths, weaknesses, opportunities, and threats. This SWOT analysis will help guide our strategic decisions and highlight areas for focus as we launch and grow our business.

Strengths	Weaknesses
• Unique Market Position: We are the sole dedicated water park facility in Northeastern Oklahoma, outside of distant options in Tulsa, Muskogee, and Tahlequah. • Community Support: There is strong community desire for a comprehensive Aquatics Center in Pryor and Mayes County. • Strategic Location: Situated directly behind the Pryor Creek Recreation Center, offering potential synergy with existing recreational activities. • Phased Development Approach: Our phased implementation strategy allows for optimized resource allocation and efficient growth.	• Seasonal Business: As an outdoor water park, we may face reduced revenue during off-peak seasons. • Initial Capital Requirements: Startup costs for water park development and construction can be substantial. • Operational Complexity: Managing water safety, maintenance, and staffing requires specialized skills and careful coordination. • Limited Brand Recognition: As a new business, we may initially struggle with attracting visitors from the broader target market.

Opportunities	Threats
• Underserved Market: We can capture the demand from families and school-age children within a 35-mile radius who currently lack convenient water park options. • Economic Development: The water park can serve as a catalyst for local economic growth, attracting businesses, families, and tourists. • Partnerships: Potential for collaborations with local schools, community organizations, and businesses for events and promotions. • Expansion Potential: Our phased approach allows for future growth and addition of new attractions based on market demand.	• Weather Dependency: Adverse weather conditions could impact attendance and revenue. • Economic Fluctuations: Changes in the local or national economy could affect discretionary spending on entertainment. • Safety Risks: The inherent risks associated with water-based activities require constant vigilance and risk management. • Potential Future Competition: Success could attract new competitors to the market in the long term.

By leveraging our strengths, addressing key challenges, capitalizing on opportunities, and proactively mitigating threats, the Pryor Area Aquatics Center is well-positioned for long-term success. Our unique market position and strong community support provide a solid foundation for growth, while our phased approach allows us to adapt to challenges and seize new opportunities as they arise.

Phase One Operations

Phase One will establish the core operational infrastructure and recreational amenities, including:

- Water slides are designed to cater to various age groups and thrill levels.
- A dive tank provides a dedicated space for diving activities.
- A shallow children's play area with zero-entry access, ensuring safe and enjoyable experiences for young children.
- Ample shade structures strategically placed throughout the park to provide respite from the sun.
- Lap lanes for individuals seeking fitness-oriented swimming.
- A fully equipped bathhouse containing showers and dressing areas to ensure visitors' comfort and convenience.
- A concession stand offering a variety of food and beverage options.
- A central entrance area for ticket sales and park access.

Operational procedures will be established for facility maintenance, lifeguard staffing, concession management, and customer service to ensure a safe and enjoyable experience for all visitors.

Phase Two Operations

Phase Two will expand the water park's offerings by introducing:

- A lazy river, providing a relaxing and leisurely water experience.
- A competitive pool, catering to individuals and groups seeking competitive swimming opportunities.

Integration of Phase Two facilities will be seamless with existing Phase One operations, maintaining consistent standards of safety, service, and maintenance.

Staffing and operational procedures will be adjusted to accommodate the increased capacity and new amenities.

Technology

To ensure efficient operations and enhance the visitor experience, the water park will implement the following technologies:

- Wi-Fi Access
- Point of Sale (POS) System
- TCP (City Time Clock) Integration:
- Office Equipment:

These technologies will contribute to a more efficient, organized, and customer-friendly environment at the water park.

Maintenance

The ongoing maintenance of the water park will be a critical component of ensuring a safe, clean, and enjoyable experience for all visitors.

- Oversight and Coordination: The Aquatics Coordinator will hold primary responsibility for the overall maintenance and upkeep of the facility.
- Daily Maintenance: Routine maintenance tasks, including cleaning, water quality monitoring, general upkeep, and basic repairs, will be performed daily by dedicated maintenance staff in conjunction with the Aquatics Coordinator.
- Specialized Maintenance: For maintenance issues requiring specialized expertise or equipment beyond the capabilities of the on-site staff, qualified external contractors will be engaged. This includes tasks such as complex

plumbing repairs, specialized equipment maintenance, and major structural repairs.
- Preventative Maintenance: A preventative maintenance schedule will be implemented to minimize downtime and ensure the longevity of all equipment and facilities.

Safety and Compliance: All maintenance activities will adhere to relevant safety regulations and industry best practices, ensuring the well-being of visitors and staff.

Risks & Mitigation

As a startup water park, the Pryor Area Aquatics Center faces various risks that need to be carefully managed to ensure its success and longevity. By identifying potential challenges and implementing effective mitigation strategies, we can create a safer, more resilient, and financially stable operation. The following outlines key risks associated with opening and operating our water park, along with corresponding mitigation strategies.

Key Risks and Mitigation Strategies:

1. Safety Risks:
    - Risk: Accidents, injuries, or drowning incidents.
    - Mitigation: Implement rigorous safety protocols, hire and train qualified lifeguards, conduct regular safety audits, and maintain proper signage and safety equipment. Leverage the expertise of our Lifeguard Manager and WSI Instructors to ensure best practices are followed.
2. Financial Risks:
    - Risk: Insufficient revenue to cover operational costs and debt service.
    - Mitigation: Utilize our phased approach to manage initial capital expenditure, develop diverse revenue streams (e.g., concessions, special events), and regularly review and adjust pricing strategies. Work closely with the EDTA and PAAC Board of Directors to explore additional funding options and optimize financial planning.
3. Operational Challenges:
    - Risk: Equipment failures, maintenance issues, or staffing shortages.
    - Mitigation: Implement a comprehensive preventative maintenance schedule overseen by the Aquatics Coordinator, develop contingency plans for equipment failures, and create a robust staffing strategy with cross-training opportunities.

4. Seasonal Nature of Business:

    - Risk: Reduced revenue during off-peak seasons.
    - Mitigation: Develop off-season programs and events, offer indoor facilities or activities (if applicable), and implement flexible staffing models to manage costs during slower periods.

5. Competition:

    - Risk: Loss of market share to other recreational facilities or water parks in the region.
    - Mitigation: Emphasize our unique positioning as the sole dedicated water park in Northeastern Oklahoma outside of Tulsa, Muskogee, and Tahlequah. Continuously innovate our offerings and maintain strong community engagement to ensure loyalty.

6. Environmental Factors:

    - Risk: Adverse weather conditions or environmental regulations affecting operations.
    - Mitigation: Invest in weather protection measures where possible, develop indoor alternatives for inclement weather, and stay informed about and compliant with environmental regulations.

By proactively addressing these risks, the Pryor Area Aquatics Center demonstrates its commitment to creating a safe, enjoyable, and sustainable water park experience. Our phased approach allows us to manage risks effectively while gradually expanding our range of services. The involvement of our diverse Task Force and experienced Management Team, including the Aquatics Coordinator, ensures that risk management remains a top priority throughout all stages of development and operation.

As we move forward with this community-driven project, we will continually review and adapt our risk mitigation strategies to reflect evolving circumstances and community needs. This adaptive approach will help us navigate challenges, seize opportunities, and fulfill our mission of providing accessible and enjoyable water park experiences for children and families in Pryor, Mayes County, and surrounding communities.

Marketing & Sales

Facebook Marketing Strategy
A strong Facebook presence will serve as the cornerstone of our digital marketing efforts.

Engaging Content: A visually appealing and regularly updated Facebook page will highlight the aquatic facility's attractions, events, and guest experiences through high-quality photos, videos, and user-generated content (shared with permission.

Interactive Posts: Contests, giveaways, seasonal promotions, and countdowns to events will build excitement and encourage community interaction.

Event Promotion: Facebook Events will be created and boosted ahead of all major happenings to maximize attendance and visibility.

Paid Advertising: We will leverage Facebook's robust audience targeting tools to reach families and individuals most likely to visit, with paid ads focused on special offers, events, and limited-time promotions.

Retargeting Campaigns: Custom audiences and retargeting will help re-engage users who have previously interacted with our page or visited our website.

Community Engagement: Timely responses to comments and messages, participation in local Facebook groups, and hosting Facebook Live events will foster trust, transparency, and community connection.

Newspaper Advertising Strategy
While digital platforms dominate, newspapers remain highly effective, especially in close-knit communities like Pryor and Mayes County.

Strategic Placement: Ads will be placed in high-circulation local newspapers, especially in family-oriented sections, seasonal features, and event inserts.

Visual Appeal: Designs will be colorful, informative, and focused on showcasing key amenities, pricing, and park location.

Action-Oriented: Each ad will include clear calls to action, directions, and contact details to encourage immediate planning or attendance.

Billboard Advertising Strategy
Billboards provide a bold, high-visibility advertising opportunity for reaching both local and out-of-town visitors.

Strategic Locations: Billboards will be placed along major highways and traffic corridors leading into Pryor and nearby towns.

Compelling Design: Eye-catching, family-friendly visuals featuring water slides, happy guests, and bold calls to action will make the park top-of-mind.

Simple Messaging: Key selling points – like "Lazy River, Fun Awaits!" or "Family Splash Days in Pryor!" will be short, impactful, and memorable.

School Promotion Strategy
Partnerships with local schools offer a direct line to families and students—the park's primary audience.

School Partnership: We will collaborate with local school districts to promote discounted group rates for field trips, activities, and summer events.

Take-Home Materials: Flyers, posters, and brochures will be distributed in schools to ensure messaging reaches parents and/or guardians.

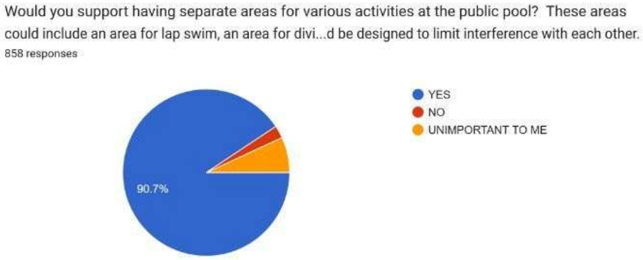
Interactive Engagement: On-campus presentations and school assembly appearances will generate excitement among students.

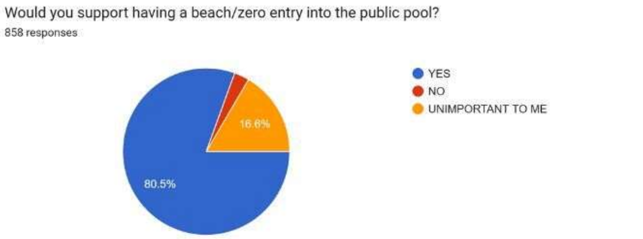
Sponsorship Opportunities: Supporting schools events (carnivals, sports days, career days) will boost visibility and build goodwill.

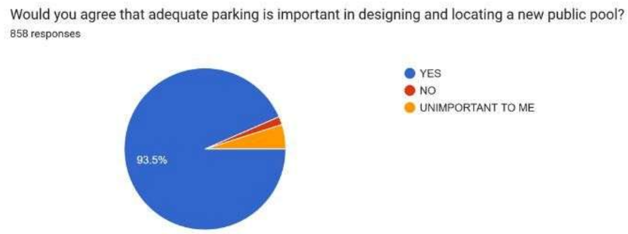
Digital Integration: Schools will receive ready to share digital content for parent emails, school websites, and social media to further extend the park's reach through trusted channels.

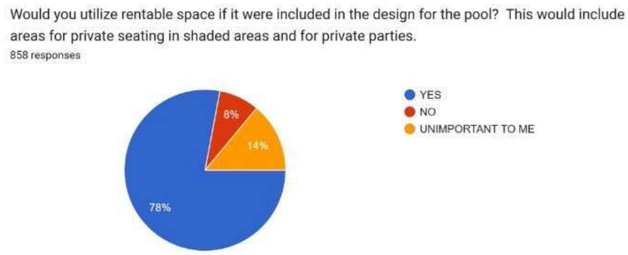
Appendix

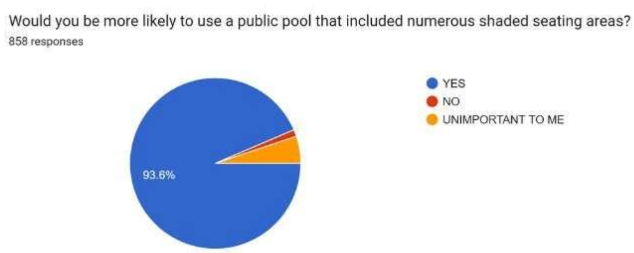
Online Survey Results

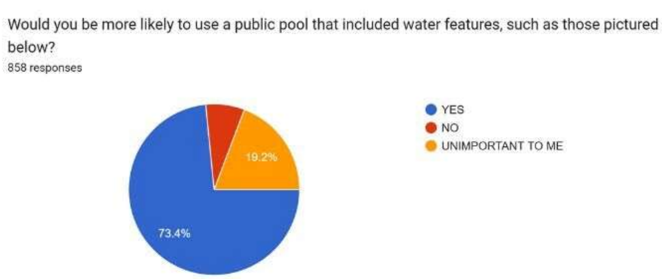





Would you agree that adequate parking is important in designing and locating a new public pool?
858 responses
YES
NO
UNIMPORTANT TO ME
93.5%

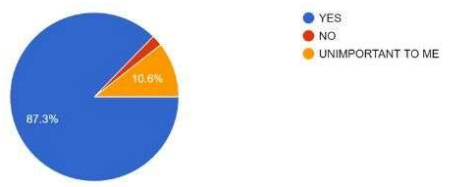

Would you utilize rentable space if it were included in the design for the pool? This would include areas for private seating in shaded areas and for private parties.
858 responses
YES
NO
UNIMPORTANT TO ME
8%
14%
78%


Would you be more likely to use a public pool that included numerous shaded seating areas?
858 responses
YES
NO
UNIMPORTANT TO ME
93.6%


Would you be more likely to use a public pool that included water features, such as those pictured below?
858 responses
YES
NO
UNIMPORTANT TO ME
19.2%
73.4%

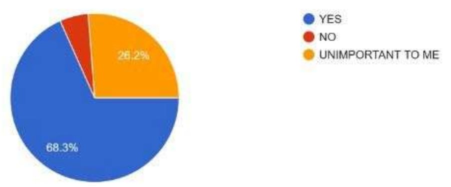
Would you be more likely to use a public pool that included water features, such as slides?

858 responses



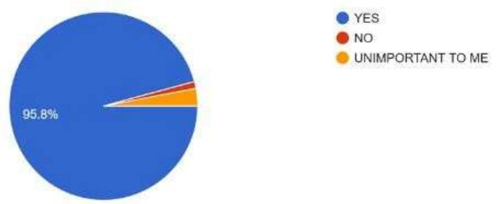
Would you be more likely to use a public pool that included water features, such as diving boards?

858 responses



Would you support having amenities available at the public pool such as: concessions, chairs and lounges, large deck area

858 responses



BACKWARD AUDIO LLC
PO BOX 55
SALINA OK 74365
918-694-3379

RECEIVED
JAN 09 2026
By

BACKWARD AUDIO

INVOICE

Invoice Number: 5003
Invoice Date: Jan 8, 2026
Page: 1

Bill To:	Ship to:
CITY OF PRYOR CREEK PO BOX 1167 PRYOR, OK 74362	

Customer ID	Customer PO	Payment Terms	
PRYORCITY		Net 10 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
			1/18/26

Quantity	Item	Description	Unit Price	Amount
		Audio Upgrade in Council Room:		
1.00	WING Rack	Behringer Digital Mixer w/AutoMixing Control	1,799.00	1,799.00
12.00	MX418/S	Shure Microflex Supercardioid Gooseneck Mic	296.00	3,552.00
12.00	A412MWS	Shure Wind Screen	25.00	300.00
1.00	Parts	Installation Hardware, Connectors, Parts	120.00	120.00
24.00	LBH	Installation, Programming, Tuning, Training	139.00	3,336.00
		44-445-5427		

Check No.

Date Rec'd

Subtotal	9,107.00
Sales Tax	
Freight	249.00
Total Invoice Amount	9,356.00
Payment/Credit Applied	
TOTAL	**9,356.00**

Net Due 10 Days

3.75% Fee Added If Paid By Credit Card via Paypal

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 **<u>Subscriber Charges for Extensions of Service</u>**. 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 **<u>Pole Attachments</u>**. 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.

<u>SECTION 4: Regulation by Permitting Authority</u>

4.1 **<u>Permit Fee</u>**. 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: _____________________________________