MINUTES
PRYOR ECONOMIC DEVELOPMENT TRUST AUTHORITY
REGULAR MEETING
MONDAY, JULY 8TH, 2024
12:00 P.M.

THE PRYOR ECONOMIC DEVELOPMENT TRUST AUTHORITY MET IN REGULAR SESSION IN THE CITY COUNCIL CHAMBER, 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE DATE AND TIME.

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

The meeting was called to order by Anderson at 12:00 p.m. Members present: Don Berger, Larry Williams, Scott Miller, Adam Anderson, Fred Sordahl and Zac Doyle. Members absent: Jared Crisp, Darrell Moore and Arianna Derr.

Prayer and Pledge of Allegiance were led by Scott Miller.

Others in attendance: Bridgette Nichols and Terry Aylward.

2. PETITIONS FROM THE AUDIENCE.

There were no petitions from the audience.

3. APPROVE MINUTES FROM THE MAY 13TH, 2024 MEETING.

Motion was made by Sordahl, second by Miller to approve the minutes of the May 13th, 2024 meeting. Voting yes: Berger, Williams, Miller, Anderson and Sordahl. Voting no: none.

4. DISCUSSION OF FREEDOMFEST.

Anderson reported that FreedomFest was a success. He stated that the crowd was significantly larger than last year and both visitors and vendors provided positive feedback. He also stated that the work completed by the Street Department and the Rotary Club to add exits to the parking area helped improve the traffic flow during the festival.

5. DISCUSSION AND POSSIBLE ACTION ON APPROVING PAYMENT IN THE AMOUNT OF $400.00 TO MYSTERI PIXIE PRODUCTION FOR FACE PAINTING AND BALLOON ART AT FREEDOMFEST. A DONATION WAS MADE TO THE EDTA FOR THIS SPECIFIC SERVICE AND WILL BE USED TO COVER THE EXPENSE. APPROVAL WILL ALLOW FOR THE PAYMENT OF THE INVOICE.

Motion was made by Sordahl, second by Williams to approve a payment in the amount of $400.00 to Mysteri Pixie Production for face painting and balloon art at FreedomFest. A donation was made to the EDTA for this specific service and will be used to cover the expense. Approval will allow for the payment of the invoice. Voting yes: Williams, Miller, Anderson, Sordahl and Berger. Voting no: none.

6. UPDATE ON BLUEGRASS AND CHILI FESTIVAL.

Anderson reported that the written budget for the festival is complete and they are now looking into alcohol licensing and organizing the volunteer force. He also stated that they are attempting to coordinate with DAM J.A.M. to consolidate the weekend's events.

7. DISCUSSION AND POSSIBLE ACTION ON A 60-DAY RENEWAL OF THE MOU BETWEEN PRYOR MAIN STREET AND THE EDTA. A NEW DIRECTOR HAS BEEN NAMED AND HAS STARTED WORK. THIS 60-DAY RENEWAL WILL ALLOW THE NEW DIRECTOR TO REVIEW THE MOU, REVIEW ACTIONS TAKEN UNDER THE MOU BY MAIN STREET OVER THE PRIOR YEAR, AND PREPARE THE RENEWAL PRESENTATION FOR THE EDTA. MAIN STREET CONTINUES TO PERFORM UNDER THE MOU BUT THE NEW DIRECTOR NEEDS TIME TO PREPARE FOR THE RENEWAL. THIS WILL RENEW THE MOU THROUGH AUGUST 31ST, 2024. PAYMENT UNDER THE MOU DURING THAT 60-DAY PERIOD WILL COME FROM EDTA FUNDS. IF THE MOU IS RENEWED IN SEPTEMBER THROUGH JUNE 30TH, 2025, IT IS ANTICIPATED THAT THE EDTA FUNDS WILL BE REIMBURSED THROUGH FUND 68.

Motion was made by Williams, second by Miller to approve a 60-day renewal of the MOU between Pryor Main Street and the EDTA. This will renew the MOU through August 31st, 2024. Payment under the MOU during that 60-day period will come from EDTA funds. If the MOU is renewed in September through June 30th, 2025, it is anticipated that the EDTA funds will be reimbursed through Fund 68. Voting yes: Miller, Anderson, Sordahl, Berger and Williams. Voting no: none.

8. DISCUSSION AND POSSIBLE ACTION TO APPROVE PAYMENT OF INVOICES UP TO A TOTAL OF $40,000.00, ALL RELATED TO THE STREETSCAPE. THESE INVOICE AMOUNTS ARE EXPECTED TO BE REIMBURSED AS PART OF THE TSET GRANT FOR THE PRYOR STREETSCAPE PROJECT. $140,000.00 FROM FUND 68 WAS PREVIOUSLY TRANSFERRED TO THE EDTA FOR USE DURING THE STREETSCAPE PROJECTS. PRIOR TO THIS AN EXPENDITURE OF $65,187.00 WAS APPROVED BY THE EDTA FROM THE $140,000.00 FOR THE SAME PURPOSE. MAIN STREET IS CURRENTLY SUBMITTING THE NECESSARY INFORMATION TO TSET FOR THE EDTA'S REIMBURSEMENT FOR THAT $65,187.00 AND THESE INVOICES WILL FOLLOW THE SAME PROCEDURE.

Motion was made by Williams, second by Miller to approve payment of invoices up to a total of $40,000.00, all related to the Streetscape. These invoice amounts are expected to be reimbursed as part of the TSET Grant for the Pryor Streetscape project. $140,000.00 from Fund 68 was previously transferred to the EDTA for use during the Streetscape projects. Prior to this an expenditure of $65,187.00 was approved by the EDTA from the $140,000.00 for the same purpose. Main Street is currently submitting the necessary information to TSET for the EDTA's reimbursement for that $65,187.00 and these invoices will follow the same procedure. Voting yes: Anderson, Sordahl, Berger, Williams and Miller. Voting no: none.

9. DISCUSSION AND POSSIBLE ACTION ON THE EDTA CHAIRPERSON AS CALLED FOR UNDER ARTICLE VI (E):
THE TRUSTEES BIANNUALLY SHALL SELECT ONE OF THEIR MEMBERS TO BE THE CHAIRPERSON OF THE TRUSTEES AND HE/SHE SHALL PRESIDE AT ALL MEETINGS AND PERFORM OTHER DUTIES DESIGNATED BY THE TRUSTEES.
CURRENT CHAIRPERSON, ADAM ANDERSON, IS ELIGIBLE TO CONTINUE TO SERVE AS CHAIRPERSON.

Motion was made by Sordahl, second by Williams to nominate Adam Anderson to serve as EDTA Chairperson. Voting yes: Sordahl, Berger, Williams, Miller and Anderson. Voting no: none.

10. DISCUSSION AND POSSIBLE ACTION ON THE EDTA VICE-CHAIRPERSON AS CALLED FOR UNDER ARTICLE VI (E):
THE TRUSTEES BIANNUALLY SHALL ELECT ONE OF THEIR MEMBERS TO BE VICE-CHAIRPERSON WHO SHALL ACT IN THE PLACE OF THE CHAIRPERSON DURING THE LATTER'S ABSENCE OR INCAPACITY TO ACT.
THE CURRENT VICE-CHAIRPERSON, SCOTT MILLER, IS ELIGIBLE TO CONTINUE TO SERVE AS VICE-CHAIRPERSON.

Motion was made by Sordahl, second by Williams to nominate Scott Miller to serve as EDTA Vice-Chairperson. Voting yes: Berger, Williams, Miller, Anderson and Sordahl. Voting no: none.

11. DISCUSSION AND POSSIBLE ACTION ON THE EDTA SECRETARY AS CALLED FOR UNDER ARTICLE VI (F):
THE TRUSTEES BIANNUALLY SHALL ELECT A SECRETARY OF THE TRUSTEES WHO MAY OR MAY NOT BE A TRUSTEE.
CURRENT SECRETARY, JAE STANDINGWATER, IS ELIGIBLE TO CONTINUE TO SERVE AS SECRETARY.

Motion was made by Sordahl, second by Williams to nominate Jae Standingwater to serve as EDTA Secretary. Voting yes: Williams, Miller, Anderson, Sordahl and Berger. Voting no: none.

12. UNFORESEEABLE BUSINESS.

There was no unforeseeable business.

13. ADJOURNMENT.

Meeting was adjourned at 12:33 p.m. without a motion or vote.

PLACER LABS, INC.

ORDER FORM

City of Pryor Creek, Oklahoma	(“**Customer**”)	Placer Labs, Inc.	(“**Placer**”)
Address:	12 North Rowe Street Pryor Creek, OK 74361	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person:	Mike Moore	Contact Person	Haylee Taylor
Email:	mooremk@pryorcreek.org	Billing Contact Person:	Jason Tsui
Phone:	918-825-0888	Billing Email*:	billing@placer.ai
Billing Contact Email:	doylez@pryorcreek.org	Billing Phone*:	415-228-2444 ext 806
		*Not for use for official notices.	

1. Services.

The services provided under this Order Form (the “**Services**”) include:

- Chain Report Expanded which displays chain-level demographic and psychographic data.
- Access, via Placer Venue Analytics Platform (“**Placer’s Platform**”), to all major venues within the United States
- Customer may not provide access to any third party agents acting on its behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form
- Access, via Placer’s Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
    - Foot traffic counts and dwell time
    - True Trade Areas displaying frequent-visitors-density by home and work locations
    - Customers’ demographics, interests, and time spent at relevant locations
    - Where customers are coming from and going to, and the routes they take
    - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
    - Competitive insights
    - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 15 credits; Annual Maximum of 60 credits
- Access to STI Demographics Bundle + Mosaic Data Set, and AGS CrimeRisk. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

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2. Permitted Uses

The data, information and materials accessible via the Services are referred to as "**Placer Data**". Customer may use Placer Data solely for the following purposes ("**Permitted Uses**"): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

"**Research Data**" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 36 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term,**" and the Initial Term and any Additional Terms are referred to collectively as the "**Term.**"

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of 12 months, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

Fees for the 36-month Initial Term are $27,000 and will be invoiced as follows:

- Year 1 Fees are $8,000 and will be invoiced in full upon signing this Order Form
- Year 2 Fees are $9,000
- Year 3 Fees are $10,000

Additional Terms of 12 months, if any, will be invoiced in full at the start of the Term

Fees for the Initial Term represent a promotional rate for the Initial Term only and will be subject to an increase to the prevailing market rate for Additional Terms.

Invoice sent electronically to Customer's billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form. Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

Placer may increase the Fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period) unless otherwise agreed upon in this Order Form. The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

In the event of any termination, Customer will pay in full for the Services.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a "**Trial Offering**"), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) ("**Trial Subscription Term**"), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided "as is"; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD $100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Oklahoma state ("Public Records Laws"), that all obligations imposed by this Agreement are subordinate to Customer's obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning "Customer shall defend, indemnify and hold Placer harmless…", is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: "This Agreement shall be governed by the laws of the State of Oklahoma without regard to its conflict of laws provisions."

Promotional Use. Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at https://www.placer.ai/placer-license-agreement/ (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”	“**Placer**”
City of Pryor Creek, Oklahoma	Placer Labs, Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PRYOR ECONOMIC TRUST AUTHORITY
AND
LAND HOGS, LLC AND HAWKINS FAMILY LIMITED PARTNERSHIP
REGARDING
THE BLUEGRASS & CHILI FESTIVAL

WHEREAS, The Pryor Economic Development Trust Authority (hereinafter referred to as “Pryor EDTA”) wishes to host the Bluegrass & Chili Festival.

WHEREAS, Land Hogs, LLC and Hawkins Family Limited Partnership (hereinafter referred to as “Land Owners”) owns land the Pryor EDTA wishes to utilize to facilitate the Bluegrass & Chili Festival.

WHEREAS, The Pryor EDTA and Land Owners wish to work together to successfully put together and hold the Bluegrass & Chili Festival in downtown Pryor Creek on September 6^{th} & 7^{th}, 2024.

WHEREAS, The term of the Memorandum will cover the period a reasonable time period before the Festival and expire on September 9, 2024 or when all stages, seating, posts, and materials for the festival have been removed from the property, whichever is sooner.

1. **Purpose & Intent**
    a. The purpose and intent of this Memorandum of Understanding is to outline the obligations and responsibilities of the Pryor EDTA and Land Owners for the use of property located on Rowe Street in Pryor, OK at approximately 1-17 Rowe Street, Pryor, OK 74361, for the purpose of facilitating a green space for stages, tents, and seating for the 2024 Bluegrass & Chili Festival scheduled for September 6^{th} and 7^{th}, 2024 (the “Festival”).
2. **Responsibilities of the Pryor EDTA**
    a. Governing Body: The Pryor EDTA will act as the governing body for the Festival . In doing so, the Pryor EDTA will set rules, policies and procedures believed to be necessary to hold a successful festival on the property.
    b. Permitting: The Pryor EDTA shall work with the City of Pryor Creek to facilitate the necessary permits and permissions required for the smooth operation of the festival on the property.
    c. Infrastructure: The Pryor EDTA shall work with the City of Pryor Creek and the Municipal Utility Board to provide necessary infrastructure support, such as electricity, water supply, waste management facilities, and restroom facilities, for the festival.
    d. Public Safety: The Pryor EDTA shall work with the City of Pryor to address any items, such as holes on the property or hanging tree limbs in trees, that the Pryor EDTA determines to be a danger to the safety of those attending the festival.
    e. Insurance: The Pryor EDTA shall work with the City of Pryor to name the Land Owners as additional insured on the City’s liability policy to cover any liability that could fall upon the Land Owners for actions that occur on the property during the festival. Should the current city policies not allow the Land Owners to be named as additional insured the Pryor EDTA will purchase a separate policy

providing liability coverage or obtain assurances satisfactory to each Land Owner and partner of the Land Owner to ensure they are satisfied that their liability is covered.

3. **Responsibilities of the Land Owner**
    a. Center Point Person: Clarify who should be contacted as a representative for the Land Owners.
    b. Property Maintenance: Continue to mow the property in the same manner in which the property is being mowed and maintained now.
4. **Expenses**
    a. The Pryor EDTA will not be charged a fee for use of the property by the Land Owners.
    b. The Pryor EDTA will be responsible for the cost of any insurance policy discussed in this memorandum.
    c. The Pryor EDTA will be responsible for the payment for any work that is related to the Festival that is completed upon the property, so long as the scope of work and cost have been approved by the Pryor EDTA or its representative prior to the work being started or the cost incurred.
5. **Liability Insurance**
    a. The Pryor EDTA, separately or in conjunction with the City of Pryor, will carry insurance for the event that covers the Land Owners.
6. Commitment
    a. By signing below, the Pryor EDTA and Land Owners commit to their respective roles as described above. However, the Pryor EDTA and Land Owners both understand that not every situation can be predicted, therefore the Pryor EDTA and Land Owners will commit to work together in good faith to put on a successful Festival.

APPROVALS:

____
Pryor Economic Development Trust Authority

____
Land Hogs, LLC

____
Land Hogs, LLC

____
Hawkins Family Limited Partnership

EXHIBIT A

2024 RATE SCHEDULE

Covered Festivals / Events Requiring Paid Admission

Estimated Attendance	Recorded Music Only	Recorded Music and / or Live Music
Less than 2,500	$293	$405
2,500-4,999	$333	$556
5,000 – 9,999	$389	$778
10,000 – 19,999	$501	$1,557
20,000- 49,999	$667	$3,115
Greater than 50,000	$890	$4,450

Covered Festivals / Events with Free Admission

Estimated Attendance	Recorded Music Only	Recorded Music and / or Live Music
Less than 2,500	$293	$333
2,500-4,999	$333	$417
5,000 – 9,999	$389	$556
10,000 – 19,999	$445	$1,029
20,000- 49,999	$556	$1,836
Greater than 50,000	$667	$2,447

For Benefit Events – deduct 25% from above rates.