

**MINUTES**  
**ECONOMIC DEVELOPMENT TRUST AUTHORITY**  
**SPECIAL MEETING**  
**MONDAY, AUGUST 18<sup>TH</sup>, 2025**  
**12:00 P.M.**

*THE ECONOMIC DEVELOPMENT TRUST AUTHORITY MET IN SPECIAL SESSION IN THE COUNCIL CHAMBER, 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE-MENTIONED DATE AND TIME.*

**TRUSTEES: ADAM ANDERSON, ARIANNA DERR, DARRELL MOORE, FRED SORDAHL, DON BERGER, SCOTT MILLER.**

**EX-OFFICIO TRUSTEES: JARED CRISP - MUNICIPAL UTILITY BOARD GENERAL MANAGER, ZAC DOYLE - MAYOR.**

**OTHERS: JAE STANDINGWATER - SECRETARY**

**1. CALL MEETING TO ORDER.**

Adam Anderson called the meeting to order at 12:00 p.m. Members present: Scott Miller, Adam Anderson, Fred Sordahl and Arianna Derr. Members absent: Don Berger and Darrell Moore.

Others present: Zac Doyle, Jared Crisp, Terry Aylward, Terry Lamar, Bridgette Nichols, Harper Meehan, Justin Westover, Rick Elliott, Marti Schneider, Jeri Fleming, Jamie Walters and Jack Hardy.

**2. DISCUSS, POSSIBLY APPROVE MINUTES OF THE JULY 14<sup>TH</sup>, 2025 MEETING.**

Motion was made by Derr, second by Miller to approve the minutes of the July 14<sup>th</sup>, 2025 meeting. Voting yes: Miller, Anderson, Sordahl and Derr. Voting no: none.

**3. PRESENTATION FROM MAYES COUNTY CONSERVATION DISTRICT AND FISH AND WILDLIFE REPRESENTATIVES REGARDING GRANT OPPORTUNITIES.**

Justin Westover with the United States Fish and Wildlife Service presented a plan to convert the 100-year-old barn in Giles Park to an outdoor classroom. He stated that grant funds awarded by the Fish and Wildlife Service could reimburse half of the expenses of the project, up to \$8,000.00, through grant funding. The grant would require the work to be completed before the end of 2026, and the barn would need to remain an outdoor classroom for at least 10 years. He stated that the city could use in-kind donations as its matching contribution to the grant.

Jeri Fleming stated that the primary use of funding would be a structural review and minor modifications to ensure the building is stable. She also stated that there is potential to receive an in-kind donation of services through her engineering contacts to complete the structural review.

**4. DISCUSSION AND POSSIBLE ACTION TO INCREASE THE BUDGET FOR THE BLUEGRASS AND BBQ FESTIVAL. THE CURRENT BUDGET IS \$75,000.00; THE RECOMMENDATION IS TO INCREASE THE BUDGET TO \$100,000.00.**

Motion was made by Sordahl, second by Miller to approve increasing the budget for the Bluegrass and BBQ Festival to \$100,000.00. Voting yes: Anderson, Sordahl, Derr and Miller. Voting no: none.

**5. DISCUSSION AND POSSIBLE ACTION TO RECOMMEND COUNCIL ACTION REGARDING A TRANSFER IN THE AMOUNT OF \$25,000.00 FROM FUND 68 TO THE EDTA FESTIVAL ACCOUNT TO FUND AN INCREASE IN THE BLUEGRASS AND BBQ FESTIVAL BUDGET.**

Motion was made by Sordahl, second by Miller to recommend Council action regarding a transfer in the amount of \$25,000.00 from Fund 68 to the EDTA Festival Account to fund an increase in the Bluegrass and BBQ Festival budget. Voting yes: Sordahl, Derr, Miller and Anderson. Voting no: none.

**6. DISCUSSION AND POSSIBLE ACTION REGARDING THE 2026 FREEDOM FEST FIREWORKS SHOW, INCLUDING, BUT NOT LIMITED TO, SECURING THE DATE FOR THE FIREWORKS SHOW WITH RAINBOW FIREWORKS AND PAYING A SECURITY DEPOSIT, IF REQUIRED.**

Motion was made by Sordahl, second by Miller to recommend Council action to approve the Mayor to sign an agreement with Rainbow Fireworks and approve the use of EDTA funds for the \$1,000.00 deposit to secure the date of the 2026 FreedomFest fireworks show. Voting yes: Derr, Miller, Anderson and Sordahl. Voting no: none.

**7. DISCUSSION REGARDING GRAHAM COMMUNITY BUILDING - STRUCTURAL ASSESSMENT REPORT FROM 360 ENGINEERING. REPORT IS INCLUDED IN THE MEETING PACKET.**

Anderson reported that the structural review of the Graham Building shows only minor issues with the building's visible structures. He stated that they are working with community stakeholders and organizations that have worked on similar projects to develop a renovation plan to present to the City Council. He also discussed the need to pursue further inspections to evaluate internal structures.

**8. ADJOURN.**

Meeting was adjourned at 12:56 p.m. without motion or vote.



**Proposal for Funding Support**  
**Submitted to the Pryor Economic Development Trust Authority (EDTA)**

**Project:** Graham Community Building Revitalization  
**Submitted by:** Pryor Main Street, Inc.

## **Project Overview**

The Graham Community Building is a historic downtown landmark with tremendous potential to serve as a hub for community life, cultural programming, and economic development. Following a completed structural engineering report, Pryor Main Street, in partnership with the Oklahoma Main Street Design Assistance Program, has engaged an architect to create renovation plans that are both economically feasible and sustainable for our community.

## **Scope of Work**

- **Historic Restoration:** Preserve and showcase architectural elements that reflect the building's historic character.
- **Office and Incubator Spaces:** Reconfigure the interior to provide office space for nonprofits alongside business incubator spaces that support entrepreneurship and innovation.
- **Serving Kitchen:** Upgrade the kitchen into a workable serving kitchen to support catered events, food entrepreneurs, and community gatherings.
- **Event Hall Rehabilitation:** Restore the event hall for multipurpose use, including weddings, performances, meetings, and downtown events.

## **Community & Economic Benefits**

- Re-establishes the Graham Building as a vibrant downtown anchor and gathering place.
- Creates affordable, collaborative office and incubator spaces for nonprofits, businesses and startups.
- Provides new opportunities for food businesses, caterers, and service providers.
- Increases foot traffic, strengthens downtown businesses, and enhances Pryor's quality of life. Generates long-term revenue streams through rentals and incubator activity,



supporting sustainability.

## **Incentive Program Requirements**

The Oklahoma Main Street Incentive Program funds can only be applied to municipally owned property and require a public-private partnership component. This is accomplished through allocation of employer taxes, with the following stipulations:

- Local community match must cover at least 50% of the project cost, with the maximum state award covering no more than 50%.
- The city must document that the local match is secured before the project can be awarded funds.
- If awarded, Pryor Main Street must submit documentation showing that 10% of the project funds have been expended before state award funds begin to be released.

The Graham Community Building, as a municipally owned property, is eligible for this program. Pryor Main Street seeks EDTA's support in providing the local match documentation required to unlock this state funding opportunity.

## **Request for EDTA Support**

Pryor Main Street respectfully requests EDTA's approval and partnership to provide financial match support for the revitalization of the Graham Community Building. This project is not only aligned with EDTA's mission to promote economic vitality, but it also leverages state Main Street Incentive funds that cannot otherwise be accessed without municipal commitment.

The estimated total project cost is \$300,000, with Pryor Main Street and partners committed to contributing at least 50% through grants, private fundraising, and in-kind match. EDTA's documented support is critical to move this project forward and to unlock additional state resources.

Submitted by:  
Bridgette Nichols  
Executive Director  
Pryor Main Street, Inc.

# Proposal for EDTA Approval

**Pryor Economic Development Marketing & Outreach Program  
For Submission to the Oklahoma Community Marketing Partnership Program**

## Executive Summary

The City of Pryor, with support from the Economic Development Trust Authority (EDTA) and in collaboration with Pryor Main Street, seeks authorization to submit a funding request to the Oklahoma Department of Commerce under the Oklahoma Community Marketing Partnership Program.

This initiative focuses on marketing Pryor as a competitive, business-ready community. It includes participation in targeted events, membership in Select Oklahoma, a multi-channel marketing campaign, and the development of professional branding tools..

If approved, Pryor will submit a funding application requesting \$50,000 in support to expand its visibility, attract investment, and strengthen its brand in alignment with statewide goals. Communities of Pryor's size would be required to match \$1 for every \$1 in state funds.

## Project Purpose and Objectives

Pryor's marketing strategy aims to tell a unified story about the community's advantages for business, retail, and investment. The program is designed to:

1. Promote Pryor as a leading location for retail, industrial, and commercial development.
2. Showcase Pryor's strengths including: workforce, infrastructure, and quality of life through targeted marketing.
3. Participate in key industry events to generate business and retail recruitment opportunities.
4. Develop professional branding materials that create a consistent, high-quality identity for Pryor.

## Program Activities

### 1. Red River Retail Show Participation

Pryor will attend and exhibit at the Red River Retail Show, positioning the community as a prime destination for retail growth.

## **2. Select Oklahoma Membership & Annual Conference**

Pryor will join Select Oklahoma and participate in the annual conference, strengthening visibility among statewide leaders, developers, and site selectors.

## **3. Integrated Marketing Campaign**

Pryor will implement a professional campaign across multiple channels:

- Print and digital ads showcasing economic advantages.
- Radio and television promotions to expand statewide reach.
- Web and social media presence and storytelling, where content about local businesses and events complement the city's business-focused messaging.

## **4. Branding & Promotional Materials**

The program will create professional brochures, videos, and trade show displays. These materials will present a unified brand identity for Pryor.

## **Alignment with Oklahoma Community Marketing Partnership Program**

This project directly advances the goals of the Oklahoma Community Marketing Partnership by:

- Expanding Pryor's participation in statewide and regional economic development events.
- Delivering a consistent, professional brand identity that supports statewide messaging.
- Enhancing community vitality by including Pryor Main Street as a partner in marketing.
- Positioning Pryor as a strong contributor to Oklahoma's overall competitiveness.

## **Funding Request**

Pending EDTA approval, Pryor will submit an application to the Oklahoma Department of Commerce requesting \$50,000 in program funding with a \$50,000 commitment to matching

funds for a total of \$100,000 to go towards economic development, branding and marketing of Pryor.

This investment will enable Pryor to carry out a comprehensive marketing program that promotes both the city's large-scale business advantages and its vibrant downtown district.

## **Expected Outcomes**

The initiative will result in:

- Increased inquiries from retailers, site selectors, and business prospects.
- Greater visibility of Pryor across Oklahoma and surrounding markets.
- Stronger partnerships between EDTA, Pryor Main Street, and statewide organizations.
- A consistent, professional marketing identity that supports both downtown and citywide economic growth.

## **Recommendation**

The Pryor Economic Development Trust Authority (EDTA) is respectfully asked to approve this proposal and authorize staff to prepare and submit a funding application to the Oklahoma Department of Commerce under the Oklahoma Community Marketing Partnership Program.

By investing in this initiative, Pryor will elevate its visibility, strengthen its brand, and position itself for long-term business and retail success—while showcasing the vitality of its downtown



## **Pryor Main Street Quarterly Report**

### **Grant Activity**

Pryor Main Street, in collaboration with the EDTA and the City of Pryor, has been aggressive in pursuing funding opportunities to accelerate downtown revitalization. A joint proposal was submitted for \$8.4 million to complete all intersections of the Streetscape project from Highway 69 to Elliott. This proposal includes high-visibility crosswalks, updated traffic and pedestrian signalization, ADA-compliant sidewalks with mid-street ramps, new mill and overlay, and upgraded signal lights along Highway 69.

In addition, Pryor Main Street is in the process of advancing an Oklahoma Main Street Incentive Program funding proposal for the renovation of the Graham Community Building, which would include event, office, and incubator spaces. A T-Mobile Hometown Grant application submission to support business incubators and downtown pop-up programming, while an Oklahoma Community Marketing Partnership Program proposal is under development to enhance Pryor's branding, promotion, and economic development efforts.

### **Streetscape Project Milestones and Updates**

Work with Kimley-Horn and ODOT has progressed into a new phase. Bulb outs, originally designed at a larger scale, have been reduced to encompass traffic signals, monument signs, and ADA-compliant ramps. Landscaping and irrigation elements, including street trees and plantings, have been removed from the design; however, benches and trash receptacles remain.

Additional revisions include drainage and grading adjustments to accommodate the new bulb out configuration, along with updates to traffic signals. Two pedestal poles will be redesigned as ODOT-approved mast arm assemblies, while push-button poles, conduit, and wiring will be reconfigured as needed. Demolition, traffic control, paving, striping, and overlay plans are also being updated to reflect the revised project limits and cost estimates.

This updated scope provides for one virtual final field review meeting with Pryor Streetscape Committee and ODOT, followed by the final PS&E submittal. These refinements keep the project on track, address ODOT feedback, and help control costs, while ensuring the project still meets long-term goals of improved safety, accessibility, and walkability in downtown Pryor.

### **Design Standard Implementation & Alignment**

Design standards are being consistently applied through façade grant reviews, public art proposals, and private improvement projects. These standards ensure cohesion across



signage, lighting, landscaping, and structural renovations, reinforcing a unified visual identity in downtown Pryor. Collaboration with property owners has been key to fostering compliance while encouraging creativity.

### **Façade Funding & Design Assistance Update**

Pryor Main Street is continuing to prioritize façade improvements as a key strategy for downtown revitalization. Recently, Josh Kunkle from Oklahoma Main Street visited Pryor to provide design assistance not only for the Graham Community Building but also for several additional downtown properties, including Sidepockets, Rust & Lace Mall, and the Smith Proctor Building. In addition, a request for façade funding has been submitted for the Hardy Building.

Once recommendations from Oklahoma Main Street are received, Pryor Main Street will work with property owners to engage contractors and move these projects into the revitalization and renovation phase. These investments will enhance the visual appeal of downtown, align with design standards, and contribute to the continued economic growth of the district.

### **Vacancy Reductions & Business Growth**

Downtown Pryor continues to show strong progress in reducing vacancies and attracting new investment. Several new businesses are poised to open in the upcoming quarter, spanning co-working spaces, business centers, art retail, and locally sourced food goods. Entrepreneurial interest remains steady across food service, specialty retail, and service-based sectors, positioning downtown Pryor for meaningful business growth and a more diverse market mix in the months ahead.

Community engagement continues to be a central part of Main Street's work. This month's Coffee & Commerce focused on "*Leveraging Events for Maximum Impact.*" The session drew strong participation, and the discussion produced actionable ideas for strengthening downtown visibility. One of the most promising ideas was to create and display banners featuring QR codes that link directly to information on shopping, dining, and other necessities. The new shopping and dining map is now available on both the Pryor Creek Events and Pryor Main Street websites, providing an easy tool to connect visitors with local businesses. This strategy offers a practical way to capture the attention of event attendees and guide them to nearby shops and restaurants, boosting both visibility and sales.

In addition to facade reviews, an energetic and productive meeting was held with several downtown property owners. They were highly engaged, contributed numerous creative ideas for reinvestment, and expressed strong interest in supporting building renovations that will benefit the broader downtown district. Property owners have requested a collaborative meeting with Pryor Main Street, the EDTA, and city leadership to further explore opportunities for coordinated revitalization efforts. This request demonstrates a growing spirit of partnership and commitment to ensuring that downtown Pryor continues to thrive.



## **TimeFrame App Implementation**

The TimeFrame interactive app has been a fun addition for visitors downtown, offering augmented historic walking tours. While there are still quite a few kinks to work out and updates to the content of the app it's a great interactive and placemaking activity for residents and visitors. Thanks to the generosity of TSET and our friends at the HOPE Coalition, we have placement mats for wayfinding and access to the app. More mats still need to be laid.

## **Infrastructure & Ordinance Recommendations**

Pryor Main Street has reviewed infrastructure and ordinance needs with a focus on long-term downtown sustainability. Recommendations include updates to parking ordinances to support mixed-use and upper-story living along with retail accommodations, consideration of utility improvements for future business capacity, and policy adjustments to streamline permits for outdoor dining, signage, and events that will be included in the downtown master plan. These recommendations aim to strengthen downtown's role as an economic and cultural hub for the community.

## **Bluegrass & BBQ Festival Participation**

Beyond physical improvements, Pryor Main Street values events that drive economic vitality downtown. Participation in the planning and execution of the Bluegrass & BBQ Festival provides the most significant return of all programs and initiatives, directly boosting business sustainability and generating sales tax revenue. The event draws thousands of visitors to the Coo-Y-Yah District, creating opportunities for increased foot traffic, expanded vendor sales, and broader exposure for downtown businesses. Pryor Main Street serves as a key advocate for the district by supporting business owners, coordinating vendor relations, and ensuring that downtown enterprises benefit from this high-impact festival.



8/18/2025

Zac Doyle  
Mayor  
City of Pryor Creek  
12 North Rowe Street  
Pryor, OK 74361

Re: Letter Agreement for Professional Services for  
Pryor Streetscape Redesign  
Intersection of Adair Street and E Graham Ave (Highway 20), Pryor OK

Dear Mr. Doyle:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) submits this Letter Agreement (“Agreement”) to City of Pryor Creek (“Client”) for providing redesign of the previously proposed traffic signal, bulb outs, and removal of landscape/irrigation at the intersection of Adair Street and E Graham Ave. (“Project”).

### **Project Understanding**

The Pryor Streetscape project is currently at 90% design level and design services were contracted through ODOT. Since the 90% design review meeting, significant design changes have been requested by City of Pryor Creek. This amendment is to cover the redesign per these comments and take the project through the Final PS&E process with ODOT.

### **Assumptions**

Kimley-Horn’s scope and fee are based on the following assumptions:

- One virtual review meeting with ODOT and Pryor of the Final Field Review Submittal
- No other meetings anticipated
- No additional value engineering/cost reduction plan revisions shall be made beyond this scope of work

If any of these assumptions are not correct, then the scope and fee associated with this Amendment will require revision.

### **Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

The bulb outs will be redesigned to smaller limits than the current 90% design. The new limits will be reduced to encompass only the traffic signal and related components, the monument signs, and compliant ADA ramps. All landscaping and irrigation design will be removed from the future plan submittals. With the bulb out redesign, the drainage system design and grading will be redesigned for the new bulb out limits.

This scope of services consists of:

- Redesign the two (2) traffic signal pedestal poles to be ODOT pole and mast arm assemblies

- on Adair
- Adjust the existing push button poles as necessary for the signal change
- Update associated signal conduit and wiring
- Incorporate 90% ODOT comments
- Reduce bulb outs to eliminate the landscape/irrigation areas; removing street trees and all plantings; keeping benches and trash receptacles and placing them within the new bulb out limits
- Redesign the Curb-O-Let drainage system and grading for the new bulb out limits and tie in to existing curb and gutter on all approaches
- Revise suggested traffic control plan with reduced project limits
- Revise demolition control plan with reduced project limits
- Revise mill and overlay with reduced project limits
- Revise proposed striping with reduced project limits
- Revise quantities and cost estimate with the design change
- One (1) Final Field Review Submittal to Pryor and ODOT.
- One (1) Virtual Final Field Review Meeting with Pryor and ODOT
- Address one (1) round of reasonable, combined comments from Pryor and ODOT
- One (1) Final PS&E Submittal to Pryor and ODOT

**The following sheets will be removed:**

BA07-BA13 Landscape Improvements  
BA14-BA19 Irrigation Improvements

**The following sheets will be modified:**

0001 Title Sheet  
AR02 Summary of Pay Quantities and Notes (Roadway) 2 of 2  
AT01 Summary of Pay Quantities and Notes (Traffic) 1 of 2  
AT02 Summary of Pay Quantities and Notes (Traffic) 2 of 2  
AT03 Summary Sheet  
R001 Existing Conditions and Demolition – Geometric Sheet  
R002 Existing Conditions and Demolition  
R003 Demolition Detail  
R004 Paving Improvements  
R005 Streetscaping Details  
R006 Drainage Improvements  
R007 Striping Improvements  
BA01 Monument Sign  
BA05 Site Furnishing Improvements  
BA06 Site Furnishing Details  
T001 Signal Improvements  
T002 Signal Details  
T004 Suggested Construction Sequence  
T005 Traffic Control Plan Sheet 1 of 4  
T006 Traffic Control Plan Sheet 2 of 4  
T007 Traffic Control Plan Sheet 3 of 4  
T008 Traffic Control Plan Sheet 4 of 4

**Services Not Included**

Any other services, including but not limited to the following, are not included in this Agreement:

- Revisions to the monument sign or monument sign foundation design
- Public meetings
- Additional survey

**Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn’s then-current hourly rates.

**Information Provided By Client**

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

**Schedule**

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

- Final Field Review Submittal within 60 days of execution of this contract
- Final PS&E Submittal within 30 days of Final Field Review Meeting and receiving comments from representatives of City of Pryor Creek and ODOT

**Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Traffic Signal Redesign for Final Field Review Submittal	\$5,800	Lump Sum
2	Paving Redesign for Final Field Review Submittal	\$25,100	Lump Sum
3	Virtual Review Meeting, Address Comments, Final PS&E Submittal	\$7,300	Lump Sum
Total		\$38,200	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

**Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard

Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Pryor Creek.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:



Printed Name: Heather H. Bo

Title: Project Manager



Printed Name: Rusty Akerman

Title: Contract Specialist

Mayor Zac Doyle, City of Pryor Creek

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Client's Federal Tax ID: \_\_\_\_\_  
Client's Business License No.: \_\_\_\_\_  
Client's Street Address: \_\_\_\_\_  
\_\_\_\_\_

Attachment – Request for Information  
Attachment – Standard Provisions

**Request for Information**

*Please return this information with your signed contract; failure to provide this information could result in delay in starting your project*

**Client Identification**

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

**Property Identification**

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

**Property Owner Identification**

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

**Project Funding Identification – List Funding Sources for the Project**


*Attach additional sheets if there are more than 4 parcels or more than 4 owners*

KIMLEY-HORN AND ASSOCIATES, INC.  
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104  
Account Number: 2073089159554  
ABA#: 121000248
  - c. The Client will send the project number, invoice number and other remittance information by e-mail to [payments@kimley-horn.com](mailto:payments@kimley-horn.com) at the time of payment.
  - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
  - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
  
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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# **Pool Task Force Update**

## **September 2025**

July 2023 marked the establishment of the EDTA's Pool Task Force, focusing on the feasibility and funding of a public pool or aquatics center in Pryor. The task force, comprising members from EDTA, Parks Board, MUB, Rec Center Board, and the community, is actively engaged in public outreach and conceptual planning. EDTA has approved \$17,000 in funding and engaged PDG for conceptual design and cost estimates.

Previously the EDTA was provided an update on the Pool Task Force in November 2024. Since that update the PTF has continued to make progress on the business plan for an Aquatics Center for Pryor and the surrounding community. Below is an updated summary of the meetings.

### **Ongoing Efforts**

- **Met 10 times to date over the past 24 months.**
- **Conducted online surveys.**
- **Polled the community and county at events to get input on what aquatic features should be included.**
- **Selected various features to be utilized in the design.**
- **Engaged a design firm, PDG to develop conceptual designs for a facility and approximate cost. The conceptual designs were based on the survey, community events, and public feedback.**
- **Engaged Swanson House to do a Pre-Funding Feasibility Study to determine what level of financial support the project might generate in a private funding campaign. This study was completed in November 2024.**
- **Visited Muskogee Aquatics Park – consulted with their administration on several occasions on all aspects.**
- **Visited Sallisaw Aquatics Park project while under construction – Met with city administration, design team, and construction superintendents.**
- **Consulted with local and regional fundraising experts.**
- **Developed of a business plan is ongoing, with plans to finalize in October '25.**
  - **Final draft document being reviewed now.**
  - **Finalizing updated conceptual plans from PDG with project phasing options.**

### **Next Steps**

- **Presentation of the business plan to the EDTA in October/November 2025.**
- **Presentation of the business plan to the City Council in November/December 2025.**
- **Form a Steering Committee to guide fundraising efforts – 6-8 people.**
  - **Develop a view book describing the project to be used in the fundraising process.**
  - **Continue to develop the prospect list.**
  - **Begin the process to apply for grants that are known and seek out others.**