

**NOTICE & AGENDA
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, SEPTEMBER 5TH, 2023 AT 6:00 P.M.**

AS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA WILL MEET IN REGULAR SESSION AT 6:00 P.M. ON THE ABOVE DATE IN THE COUNCIL CHAMBER UPSTAIRS AT CITY HALL, 12 NORTH ROWE STREET IN PRYOR CREEK, OKLAHOMA. A MEETING OF THE PRYOR PUBLIC WORKS AUTHORITY WILL FOLLOW IMMEDIATELY. ANYONE NEEDING SPECIAL ACCOMMODATIONS TO ATTEND SHOULD CALL (918) 825-0888.

1. Call to Order, Prayer, Pledge of Allegiance, Roll Call.
2. Petitions from the Audience. (Limited to 5 minutes, must request in advance.)
3. Department Head Reports if needed:
 - a. Building Inspector
 - b. Emergency Management
 - c. Fire
 - d. Golf
 - e. Library
 - f. Parks / Cemetery
 - g. Police / Animal Shelter
 - h. Recreation Center
 - i. Street
 - j. City Clerk
4. 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 August 15th, 2023 Council meeting. ☐
 - b. Approve minutes of the August 21st, 2023 Special Council meeting. ☐
 - c. Approve payroll purchase orders through September 15th, 2023.
 - d. Approve claims for purchase orders through September 5th, 2023.
 - e. Approve Appropriations for July 2023.
 - f. Approve shredding closed Court records from 2012-2017.
 - g. Approve closing Graham Avenue from Hogan to Adair Street, North to NE 1st Street and back to Hogan for a Homecoming Parade on Thursday evening, September 21st, 2023, from 6:30 p.m. – 8:30 p.m. ☐
 - h. Approve waiving the Graham Community Building rental fees for Santa's Christmas Village held December 4th-10th, 2023.
 - i. Approve Mayor to sign Interlocal Agreement with Mayes County 911. ☐
 - j. Approve Mayor to sign a work order with Infrastructure Solutions Group, LLC to begin Phase I of the Street Rehabilitation Project. ☐
 - k. Approve Mayor to sign a work order with Infrastructure Solutions Group, LLC to begin Phase II of the Street Rehabilitation Project. ☐
 - l. Approve Mayor to sign Oklahoma Emergency Management Performance Grant. ☐
 - m. Approve Mayor to sign Cooperative Service Agreement between the City of Pryor and the United States Department of Agriculture, Animal and Plant Health Inspection Service and Wildlife Services. ☐
 - n. Approve an expenditure in the amount of \$3,014.46 to the Junior Library Guild for new materials from Library Books Account #02-221-5034. ☐
 - o. Acknowledge the receipt of a technology grant from the Oklahoma Department of Libraries for the Pryor Public Library in the amount of \$5,000.00 deposited to Library Supplies Account #02-221-5031. ☐
 - p. Approve the purchase of five Dell Optiplex Small Form Factor PCs, four 24" Dell monitors, and one 27" Dell monitor at State contract pricing for \$4,834.25. This equipment will be paid for using the Technology Grant from the Oklahoma Department of Libraries and taken from Library Supplies Account #02-221-5031. ☐
 - q. Approve the Library declaring surplus two Asus ET2013 Aio machines (property tag numbers 04746 and 04591) initially purchased in 2014. They will be destroyed at an upcoming Teen Night.
 - r. Approve signing an MOU with Oklahoma Department of Mental Health and Substance Abuse Services to provide Pryor with a vending machine stocked with free Narcan/Naloxone and Fentanyl test strips. The vending machine will be located at the North entrance of the Thomas J. Harrison Pryor Public Library. ☐
 - s. Accept the resignation of volunteer firefighter Treyton Fetherston effective August 9th, 2023. ☐
 - t. Approve a resolution with respect to adoption of the amendment and restatement of the City of Pryor Creek Retirement Plan #5-20937. ☐
 - u. Approve a resolution with respect to adoption of the amendment and restatement of the City of Pryor Creek Deferred Compensation Plan #8-05293. ☐

- v. Approve additional amount of \$720.00 to Perkins Irrigation, Inc. to repair the irrigation system at the Pryor Creek Recreation Center from Recreation Repair and Maintenance Account #84-845-5091. The original bid amount of \$2,875.00 was approved on August 15th, 2023, but the final invoice was for \$3,595.00. 📄
5. Mayor's Report: (These are items possibly requiring discussion and action.)
 - a. Discussion and possible action to accept a bid for PRY-23-01 2023 Street Rehabilitation Project Phase I (Re-Bid) from Dunham's Asphalt Services, Inc. in the amount of \$449,990.00 in the best interest of the city. One other bid was received from Glover & Associates, Inc. in the amount of \$349,998.66.
 - b. Discussion and possible action to go out for bids for the demolition of the 6 N Bailey Street property.
 - c. Discussion and possible action to de-annex a section of SW 29th Street.
 - d. Discussion and possible action regarding Audit Agreement with Hood & Associates for fiscal year ending June 30th, 2023 in the amount of \$17,500.00. 📄
 - e. Discussion and possible action regarding the promotion of Sarah Brown from Patrolman - Range J, Step 4, to Corporal - Range K, Step 4, effective September 2nd, 2023. This will fill the open Corporal position that was created upon the resignation of Jamal Gunter.
 - f. Discussion and possible action regarding the purchase of a 2023 Chevrolet Tahoe Police Pursuit Vehicle 4x4 at the out-of-state contract price of \$44,307.00 from Tim Lally Chevrolet in Warrensville, OH. This will be paid out of the lightbar donations Account # 96-965-5528. 📄
 - g. Discussion and possible action regarding hiring Quannah Holcroft as a Reserve Police Officer for the Pryor Creek Police Dept.
 - h. Discussion and possible action regarding an expenditure in the amount of \$30,742.69 for a maintenance agreement with Motorola Spillman Flex records management system to be paid from Police Equipment Capital Outlay Account #44-445-5424. 📄
 - i. Discussion and possible action to approve Fire Department Inland Marine insurance renewal with McNeil & Company, Inc. in the amount of \$6,400.00 from General Insurance – Fire Account #02-201-5044. 📄
 - j. Discussion and possible action to approve Fire Department insurance renewal with McNeil & Company, Inc. in the amount of \$20,188.00 from General Insurance – Fire Account #02-201-5044. 📄
 6. City Attorney's Report: (Items possibly needing action on requests or recommendations.)
 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
 - b. Ordinance and Insurance
 - c. Street and Maintenance
 8. Unforeseeable Business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
 9. Adjourn.

PRYOR PUBLIC WORKS AUTHORITY

1. Call to Order.
2. Approve minutes of the August 15th, 2023 meeting.
3. Unforeseeable Business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
4. Adjourn.

FILED AUGUST 31ST, 2023 AT 5:00 P.M. BY MAYOR ZAC DOYLE. _____

Zac Doyle

POSTED ON THE BULLETIN BOARD AT CITY HALL, 12 NORTH ROWE STREET, PRYOR CREEK, OKLAHOMA, AUGUST 31ST, 2023 AT 5:00 P.M. BY CITY CLERK COURTNEY DAVIS. _____

Courtney Davis



**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, AUGUST 15TH, 2023 AT 6:00 P.M.**

The City Council of the City of Pryor Creek, Oklahoma met in regular session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors and the City website at www.pryorcreek.org. Notice was also emailed to The Paper newspaper and emailed to the Council members.

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

Mayor Doyle called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Chris Gonthier. Roll Call was conducted by City Clerk Courtney Davis. Council members present included Terry Lamar, Dennis Nance, Travis Mileur, Randy Chitwood, Chris Gonthier and Bruce Smith. Members absent: Choya Shropshire and Charles Tramel.

Department Heads and other City Officials present: Chase McBride, Jeremy Cantrell, BK Young, Dennis Bowman, Cari Rerat and Mike Moore.

Others present: Jared Crisp, Travis Willis, Phil Rerat, Adam Anderson, Kevin Tramel, Houston Brittain, Terry Aylward, Meredith Olson, Becki Sams-Benham, Lori Ballew, Samantha Williams, Paige Lamar, Nena Roberts, Autumn Graybill, Gilbert Graybill, Marsha White, Larry Williams, Tyler Duncan and Angela Smith.

2. PETITIONS FROM THE AUDIENCE:

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

There were no petitions from the audience.

3. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

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

- a. Approve striking Scrivener's error on items 4h and 4i from City Council Meeting on 8/1/2023 and amending the decision to include the original amounts of \$118,270.00 and \$77,037.00.
- b. Approve minutes of the August 1st, 2023 Council meeting.
- c. Approve payroll purchase orders through August 18th, 2023.
- d. Approve claims for purchase orders through August 15th, 2023.

FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL	2320230327-2320230423	221,559.12
STREET & DRAINAGE	2320230434-911413B	6,467.69
GOLF COURSE	2320230334-911380B	25,717.35
CAPITAL OUTLAY RESERVE	2320230349-911384B	20,465.25
REAL PROPERTY ACQUISITION RES.	2320230348-2320230376	144.00
RECREATION CENTER	2320230371-2320230434	14,830.53
PRYOR PUBLIC WORKS AUTHORITY	2320230312	2,500.00
LIBRARY SPECIAL CASH ACCOUNT	2320230255-2320230414	4,046.55
DONATIONS AND EARMARKED	2320230314-2320230410	1,962.05
EDTA	2320230375	3,396.00
TOTAL		301,088.54

BLANKETS		
911379B	KOLKER & KOLKER INC	26,800.00
911426B	AT&T MOBILITY	15,000.00
911427B	MAYES COUNTY SHERIFF	10,000.00
TOTAL		51,800.00

- e. Approve Mayor to amend the Lease Agreement duration with Pryor Little League Football at the Edward Soccer Complex from 1 year to 25 years.
- f. Approve Mayor signing an Agreement with Clifford Power for maintenance of the Emergency Services Center generators.
- g. Approve the Pryor Creek Recreation Center to accept a bid from Perkins Irrigation to repair the irrigation system in the amount of \$2,875.00 to be paid from Recreation Repair and Maintenance Account #84-845-5091. Wires are severed, and boring under the sidewalk will be required.
- h. Approve the Pryor Creek Recreation Center to accept a bid from Green Thumb Landscapes & Lawncare in the amount of \$4,639.25 for landscaping to be paid from Recreation Repair and Maintenance Account #84-845-5091. Original bid amount was \$5,139.25 and has been

discounted \$500.00 due to the exclusion of the West bed. Two other bids requested but not received from Oklahoma Mowing Company and Mayes County Master Gardeners.

- i. Approve the Pryor Creek Recreation Center to accept a bid from M&E Design in the amount of \$6,020.85 from Recreation Repair and Maintenance Account #84-845-5091 to replace the front desk countertop.
- j. Approve billing proposal from Kolker & Kolker for 2023-2024.
- k. Approve an expenditure in the amount of \$6,200.00 to Kolker & Kolker, Inc. for professional services for the month of July, from General Outside Services-Accounting Account #02-201-5073.
- l. Approve an expenditure in the amount of \$4,065.00 to Fiber Interactive Technologies from the Police Technology Account #02-215-5260.
- m. Approve an expenditure in the amount of \$3,120.00 to the Mayes County Sheriff's Office for the July 2023 prisoner fees from Police Jail Operations Account #02-215-5333.
- n. Approve an expenditure in the amount of \$3,125.64 to AT&T Mobility for July 2023, monthly Officer cell phone/data from the Police Telephone Account #02-215-5061.
- o. Approve the purchase of a new fire engine.
- p. Approve an expenditure in the amount of \$4,226.06 to Jayco Heat & Air for summer maintenance and filter change at the Pryor Creek Recreation Center from Recreation Repair & Maintenance Account #84-845-5091.
- q. Approve the recommendation to appoint Autumn Graybill to fill the vacant Seat #1 on the Park Board, term ending 7/31/26.

Motion was made by Mileur, second by Gonthier to approve the consent agenda less items a, b and o. Voting yes: Lamar, Nance, Mileur, Chitwood, Gonthier and Smith. Voting no: none.

3a. Approve striking Scrivener's error on items 4h and 4i from City Council Meeting on 8/1/2023 and amending the decision to include the original amounts of \$118,270.00 and \$77,037.00.

Motion was made by Gonthier, second by Mileur to approve striking Scrivener's error on items 4h and 4i from City Council Meeting on 8/1/2023 and amending the decision to include the original amounts of \$118,270.00 and \$77,037.00. Voting yes: Nance, Mileur, Chitwood, Gonthier, Smith and Lamar. Voting no: none.

3b. Approve minutes of the August 1st, 2023 Council meeting.

Motion was made by Chitwood, second by Gonthier to approve minutes of the August 1st, 2023 Council meeting. Voting yes: Mileur, Chitwood, Gonthier, Smith, Lamar and Nance. Voting no: none.

3o. Approve the purchase of a new fire engine.

Motion was made by Chitwood, second by Mileur to approve the purchase of a new fire engine. Voting yes: Chitwood, Gonthier, Smith, Lamar, Nance and Mileur. Voting no: none.

4. MAYOR'S REPORT

(These are items possibly requiring discussion and action.)

- h. Discussion and possible action regarding General Government Budget, Fund #201, for 2023-2024 fiscal year.**
- i. Discussion and possible action regarding Community Development Budget, Fund #203, for 2023-2024 fiscal year.**
- j. Discussion and possible action regarding Planning & Zoning Budget, Fund #205, for 2023-2024 fiscal year.**
- k. Discussion and possible action regarding Managerial Budget, Fund #207, for 2023-2024 fiscal year.**
- l. Discussion and possible action regarding Clerical/Accounting Budget, Fund #209, for 2023-2024 fiscal year.**
- m. Discussion and possible action regarding City Attorney Budget, Fund #211, for 2023-2024 fiscal year.**
- n. Discussion and possible action regarding City Treasurer Budget, Fund #213, for 2023-2024 fiscal year.**
- o. Discussion and possible action regarding Police Budget, Fund #215, for 2023-2024 fiscal year.**
- p. Discussion and possible action regarding Animal Shelter Budget, Fund #216, for 2023-2024 fiscal year.**
- q. Discussion and possible action regarding Fire Department Budget, Fund #217, for 2023-2024 fiscal year.**
- r. Discussion and possible action regarding Park Budget, Fund #219, for 2023-2024 fiscal year.**
- s. Discussion and possible action regarding Library Budget, Fund #221, for 2023-2024 fiscal year.**
- t. Discussion and possible action regarding Cemetery Budget, Fund #223, for 2023-2024 fiscal year.**

- u. **Discussion and possible action regarding CEM (Emergency Management) Budget, Fund #225, for 2023-2024 fiscal year.**
- v. **Discussion and possible action regarding Municipal Court Budget, Fund #231, for 2023-2024 fiscal year.**
 - w. **Discussion and possible action regarding Street Budget, Fund #14, for 2023-2024 fiscal year.**
 - x. **Discussion and possible action regarding Cemetery Care Fund Budget, Fund #19, for 2023-2024 fiscal year.**
 - y. **Discussion and possible action regarding Golf Course Budget, Fund #41, for 2023-2024 fiscal year.**
 - z. **Discussion and possible action regarding Capital Outlay Budget, Fund #44, for 2023-2024 fiscal year.**
 - aa. **Discussion and possible action regarding Real Property Acquisition Reserve Budget, Fund #46, for 2023-2024 fiscal year.**
 - bb. **Discussion and possible action regarding Recreation Budget, Fund #84, for 2023-2024 fiscal year.**
 - cc. **Discussion and possible action regarding Pryor Public Works Authority Budget, Fund #88, for 2023-2024 fiscal year.**
 - dd. **Discussion and possible action regarding E-911 Budget, Fund #91, for 2023-2024 fiscal year.**
 - ee. **Discussion and possible action regarding Economic Development Trust Authority Budget, Fund #98, for 2023-2024 fiscal year.**

Motion was made by Gonthier, second by Chitwood to send Mayor's Report items h-ee back to the Budget and Personnel Committee to approve changes. Voting yes: Gonthier, Smith, Lamar, Nance, Mileur and Chitwood. Voting no: none.

- a. **Discussion and possible action regarding allowing department heads to fill temporary and volunteer positions amidst the hiring freeze.**

Motion was made by Chitwood, second by Mileur to approve allowing department heads to fill temporary and volunteer positions amidst the hiring freeze. No action was taken.

- b. **Discussion and possible action regarding closure of South Adair from Graham Avenue to Southeast 1st Street on September 21st, 2023, from 3:00 p.m. – 8:30 p.m. for the Pryor Main Street Huckleberry Art & Music Festival.**

Motion was made by Gonthier, second by Chitwood to approve closure of South Adair from Graham Avenue to Southeast 1st Street on September 21st, 2023, from 3:00 p.m. – 8:30 p.m. for the Pryor Main Street Huckleberry Art & Music Festival. Voting yes: Smith, Lamar, Nance, Mileur, Chitwood and Gonthier. Voting no: none.

- c. **Discussion and possible action regarding a Resolution supporting continued participation in Main Street programs.**

Motion was made by Gonthier, second by Chitwood to approve Resolution 2023-6 supporting continued participation in Main Street programs. Voting yes: Lamar, Nance, Mileur, Chitwood, Gonthier and Smith. Voting no: none.

- d. **Discussion and possible action to transfer \$336,232.57 from Fund 05 to refund Police Overtime Account #02-215-5013.**

Motion was made by Smith, second by Gonthier to refer the transfer of \$336,232.57 from Fund 05 to refund Police Overtime Account #02-215-5013 to the Budget and Personnel Committee. Voting yes: Nance, Mileur, Chitwood, Gonthier, Smith and Lamar. Voting no: none.

- e. **Discussion regarding American Heartland Theme Park in Vinita and potential impact on the City of Pryor.**

No action. Doyle discussed the impact of the American Heartland Theme Park in Vinita and encouraged the Council to consider how Pryor could benefit from the development moving forward.

- f. **Discussion of what services, funds, etc. the Municipal Utility Board provides to the City of Pryor Creek, OK.**

No action. Crisp provided a presentation regarding the relationship between the Municipal Utility Board and the City of Pryor as set by code.

- g. **Discussion and possible action regarding an increase in the water rates inside the Corporate City Limits of Pryor Creek from \$4.83 per 1,000 gallons to \$5.05 per 1,000 gallons, effective August 2023 billing.**

Motion was made by Gonthier, second by Chitwood to approve an increase in the water rates inside the Corporate City Limits of Pryor Creek from \$4.83 per 1,000 gallons to \$5.05 per 1,000 gallons, effective August 2023 billing. Voting yes: Mileur, Chitwood, Gonthier, Smith, Lamar and Nance. Voting no: none.

Mayor moved to addendum.

**ADDENDUM
CITY COUNCIL MEETING
AUGUST 15TH, 2023 AT 6:00 P.M.**

A1. Discussion and possible action regarding EDTA request for funds from Fund 68 in the amount of \$60,000 for funding of the 2023-2024 Memorandum of Agreement between the Pryor Creek Economic Development Trust Authority and Pryor Main Street.

Motion was made by Gonthier, second by Smith to approve the EDTA request for funds from Fund 68 in the amount of \$60,000 for funding of the 2023-2024 Memorandum of Agreement between the Pryor Creek Economic Development Trust Authority and Pryor Main Street. Voting yes: Chitwood, Gonthier, Smith, Lamar, Nance and Mileur. Voting no: none.

A2. Discussion and possible action regarding McNeil & Co insurance renewal for Pryor Creek Fire Department.

Motion was made by Gonthier, second by Nance to approve McNeil & Co insurance renewal for Pryor Creek Fire Department. Voting yes: Gonthier, Smith, Lamar, Nance, Mileur and Chitwood. Voting no: none.

A3. Approve payroll purchase orders through September 1st, 2023.

Motion was made by Chitwood, second by Mileur to approve payroll purchase orders through September 1st, 2023. Voting yes: Smith, Lamar, Nance, Mileur, Chitwood and Gonthier. Voting no: none.

A4. Discussion and possible action regarding authorizing the Mayor to sign an agreement for services between the City of Pryor Creek and Pryor Creek Music Festivals, Inc. (“PCMF”) for the 2023 annual live music festival known as Rocklahoma to be held Friday, August 31st, 2023 – Sunday, September 3rd, 2023. Document provided in the packet is last year’s contract as an example.

Motion was made by Gonthier, second by Mileur to approve authorizing the Mayor to sign an agreement for services between the City of Pryor Creek and Pryor Creek Music Festivals, Inc. (“PCMF”) for the 2023 annual live music festival known as Rocklahoma to be held Friday, August 31st, 2023 – Sunday, September 3rd, 2023 pending necessary changes by the City Attorney. Document provided in the packet is last year’s contract as an example. Voting yes: Nance, Mileur, Chitwood and Gonthier. Voting no: Lamar and Smith.

A5. Discussion and possible action regarding authorizing the Mayor to sign an agreement for services between the City of Pryor Creek and Pryor Creek Music Festivals, Inc. (“PCMF”) for the 2023 live music festival known as Born & Raised to be held Wednesday, September 13th, 2023 – Saturday, September 16th, 2023. Document provided in the packet is last year’s contract as an example.

Motion was made by Gonthier, second by Mileur to approve authorizing the Mayor to sign an agreement for services between the City of Pryor Creek and Pryor Creek Music Festivals, Inc. (“PCMF”) for the 2023 live music festival known as Born & Raised to be held Wednesday, September 13th, 2023 – Saturday, September 16th, 2023 pending necessary changes by the City Attorney. Document provided in the packet is last year’s contract as an example. Voting yes: Nance and Mileur. Voting no: Chitwood, Gonthier, Smith and Lamar.

5. CITY ATTORNEY’S REPORT:

a. Discussion and possible action authorizing the City Attorney to draft an update to the Unified Development Ordinance regarding rear setback requirements.

Motion was made by Chitwood, second by Gonthier to approve authorizing the City Attorney to draft an update to the Unified Development Ordinance regarding rear setback requirements. Voting yes: Mileur, Chitwood, Gonthier, Smith, Lamar and Nance. Voting no: none.

7. COMMITTEE REPORTS:

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

a. Budget and Personnel

Shropshire reported that a special meeting will be scheduled for the upcoming week.

b. Ordinance and Insurance

Gonthier reported that there is no meeting scheduled.

c. Street

Mileur reported that the next meeting will be August 22nd, 2023.

8. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

9. ADJOURN.

Motion was made by Chitwood, second by Mileur to adjourn. Voting yes: Chitwood, Gonthier, Smith, Lamar, Nance and Mileur. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 7:47 p.m.

2. APPROVE MINUTES OF AUGUST 1ST, 2023 MEETING.

Motion was made by Gonthier, second by Chitwood to approve the minutes of the August 1st, 2023 meeting. Voting yes: Gonthier, Smith, Lamar, Nance, Mileur and Chitwood. Voting no: none.

3. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

4. ADJOURN.

Motion was made by Nance, second by Chitwood to adjourn. Voting yes: Smith, Lamar, Nance, Mileur, Chitwood and Gonthier. Voting no: none.

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

MINUTES WRITTEN BY CITY CLERK / P.P.W.A. SECRETARY COURTNEY DAVIS

**MINUTES
SPECIAL
CITY COUNCIL MEETING
CITY OF PRYOR CREEK, OKLAHOMA
MONDAY, AUGUST 21ST, 2023 AT 6:00 P.M.**

The City Council of the City of Pryor Creek, Oklahoma met in special session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors and the City website at www.pryorcreek.org. Notice was also emailed to The Paper newspaper and emailed to the Council members.

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

Mayor Doyle called the meeting to order at 6:34 p.m. The Prayer and Pledge of Allegiance were led by Travis Mileur. Roll Call was conducted by City Clerk Courtney Davis. Council members present included Terry Lamar, Choya Shropshire, Dennis Nance, Travis Mileur, Charles Tramel, Chris Gonthier and Bruce Smith. Members absent: Randy Chitwood.

Department Heads and other City Officials present: Chase McBride, Jeremy Cantrell, BK Young and Cari Rerat.

Others present: Paige Lamar, Autumn Graybill, Gilbert Graybill, Adam Anderson, Meredith Olson, Jeff Kolker, Catalina Kolker, Jeanette Anderson and Terry Aylward.

2. DISCUSSION AND POSSIBLE ACTION TO TRANSFER \$336,232.57 FROM FUND 05 TO REFUND POLICE OVERTIME ACCOUNT #02-215-5013 PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Shropshire, second by Mileur to transfer \$336,232.57 from Fund 05 to refund Police Overtime Account #02-215-5013 including the amendment made by the Budget and Personnel Committee to remove Police Overtime Account #02-215-5013 and allocate funds throughout the General Fund. Voting yes: Shropshire, Nance, Mileur, Tramel and Gonthier. Voting no: Lamar and Smith.

3. DISCUSSION AND POSSIBLE ACTION REGARDING GENERAL GOVERNMENT BUDGET, FUND #201, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Shropshire, second by Mileur to approve General Government Budget, Fund #201, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee including the amendment made by the Budget and Personnel Committee to transfer \$5,600.00 from Unallocated Funds Account #02-201-5041 to Christmas Employee Appreciation Account #02-201-5333. Voting yes: Shropshire, Nance, Mileur, Tramel and Gonthier. Voting no: Smith and Lamar.

4. DISCUSSION AND POSSIBLE ACTION REGARDING COMMUNITY DEVELOPMENT BUDGET, FUND #203, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Nance, second by Tramel to approve Community Development Budget, Fund #203, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Nance, Mileur, Tramel, Gonthier, Lamar and Shropshire. Voting no: Smith.

5. DISCUSSION AND POSSIBLE ACTION REGARDING PLANNING & ZONING BUDGET, FUND #205, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Shropshire, second by Mileur to approve Planning & Zoning Budget, Fund #205, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Mileur, Tramel, Gonthier, Lamar, Shropshire and Nance. Voting no: Smith.

6. DISCUSSION AND POSSIBLE ACTION REGARDING MANAGERIAL BUDGET, FUND #207, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Shropshire, second by Nance to approve Managerial Budget, Fund #207, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Tramel, Gonthier, Lamar, Shropshire, Nance and Mileur. Voting no: Smith.

7. DISCUSSION AND POSSIBLE ACTION REGARDING CLERICAL/ACCOUNTING BUDGET, FUND #209, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Mileur, second by Nance to approve Clerical/Accounting Budget, Fund #209, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Gonthier, Lamar, Shropshire, Nance, Mileur and Tramel. Voting no: Smith.

8. DISCUSSION AND POSSIBLE ACTION REGARDING CITY ATTORNEY BUDGET, FUND #211, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Shropshire, second by Nance to approve City Attorney Budget, Fund #211, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Lamar, Shropshire, Nance, Mileur, Tramel and Gonthier. Voting no: Smith.

9. DISCUSSION AND POSSIBLE ACTION REGARDING CITY TREASURER BUDGET, FUND #213, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Gonthier, second by Mileur to approve City Treasurer Budget, Fund #213, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Lamar, Shropshire, Nance, Mileur, Tramel and Gonthier. Voting no: Smith.

10. DISCUSSION AND POSSIBLE ACTION REGARDING POLICE BUDGET, FUND #215, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Shropshire, second by Mileur to approve Police Budget, Fund #215, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Shropshire, Nance, Mileur, Tramel and Lamar. Voting no: Gonthier and Smith.

11. DISCUSSION AND POSSIBLE ACTION REGARDING ANIMAL SHELTER BUDGET, FUND #216, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Gonthier, second by Mileur to approve Animal Shelter Budget, Fund #216, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Nance, Mileur, Tramel, Gonthier, Lamar and Shropshire. Voting no: Smith.

12. DISCUSSION AND POSSIBLE ACTION REGARDING FIRE DEPARTMENT BUDGET, FUND #217, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Mileur, second by Nance to approve Fire Department Budget, Fund #217, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Mileur, Tramel, Gonthier, Lamar, Shropshire and Nance. Voting no: Smith.

13. DISCUSSION AND POSSIBLE ACTION REGARDING PARK BUDGET, FUND #219, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Gonthier, second by Mileur to approve Park Budget, Fund #219, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Tramel, Gonthier, Lamar, Shropshire, Nance and Mileur. Voting no: Smith.

14. DISCUSSION AND POSSIBLE ACTION REGARDING LIBRARY BUDGET, FUND #221, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Shropshire, second by Nance to approve Library Budget, Fund #221, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Gonthier, Lamar, Shropshire, Nance, Mileur and Tramel. Voting no: Smith.

15. DISCUSSION AND POSSIBLE ACTION REGARDING CEMETERY BUDGET, FUND #223, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Lamar, second by Shropshire to approve Cemetery Budget, Fund #223, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Lamar, Shropshire, Nance, Mileur, Tramel and Gonthier. Voting no: Smith.

16. DISCUSSION AND POSSIBLE ACTION REGARDING CEM (EMERGENCY MANAGEMENT) BUDGET, FUND #225, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Lamar, second by Mileur to approve CEM (Emergency Management) Budget, Fund #225, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Lamar, Shropshire, Nance, Mileur, Tramel and Gonthier. Voting no: Smith.

17. DISCUSSION AND POSSIBLE ACTION REGARDING MUNICIPAL COURT BUDGET, FUND #231, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Gonthier, second by Nance to approve Municipal Court Budget, Fund #231, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Shropshire, Nance, Mileur, Tramel, Gonthier and Lamar. Voting no: Smith.

Recess from 8:15-8:20 p.m.

18. DISCUSSION AND POSSIBLE ACTION REGARDING STREET BUDGET, FUND #14, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Gonthier, second by Lamar to approve Street Budget, Fund #14, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Nance, Mileur, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

19. DISCUSSION AND POSSIBLE ACTION REGARDING CEMETERY CARE FUND BUDGET, FUND #19, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Lamar, second by Shropshire to approve Cemetery Care Fund Budget, Fund #19, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Mileur, Tramel, Gonthier, Smith, Lamar, Shropshire and Nance. Voting no: none.

20. DISCUSSION AND POSSIBLE ACTION REGARDING GOLF COURSE BUDGET, FUND #41, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Mileur, second by Nance to approve Cemetery Care Fund Budget, Fund #19, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Nance and Mileur. Voting no: none.

21. DISCUSSION AND POSSIBLE ACTION REGARDING CAPITAL OUTLAY BUDGET, FUND #44, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Mileur, second by Nance to approve Capital Outlay Budget, Fund #44, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Gonthier, Smith, Lamar, Shropshire, Nance, Mileur and Tramel. Voting no: none.

22. DISCUSSION AND POSSIBLE ACTION REGARDING REAL PROPERTY ACQUISITION RESERVE BUDGET, FUND #46, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Shropshire, second by Gonthier to approve Real Property Acquisition Reserve Budget, Fund #46, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Smith, Lamar, Shropshire, Nance, Mileur, Tramel and Gonthier. Voting no: none.

23. DISCUSSION AND POSSIBLE ACTION REGARDING RECREATION BUDGET, FUND #84, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Lamar, second by Mileur to approve Recreation Budget, Fund #84, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Lamar, Shropshire, Nance, Mileur, Tramel, Gonthier and Smith. Voting no: none.

24. DISCUSSION AND POSSIBLE ACTION REGARDING PRYOR PUBLIC WORKS AUTHORITY BUDGET, FUND #88, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Shropshire, second by Gonthier to approve Pryor Public Works Authority Budget, Fund #88, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Shropshire, Nance, Mileur, Tramel, Gonthier, Smith and Lamar. Voting no: none.

25. DISCUSSION AND POSSIBLE ACTION REGARDING E-911 BUDGET, FUND #91, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Gonthier, second by Nance to approve E-911 Budget, Fund #91, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Nance, Mileur, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

26. DISCUSSION AND POSSIBLE ACTION REGARDING ECONOMIC DEVELOPMENT TRUST AUTHORITY BUDGET, FUND #98, FOR 2023-2024 FISCAL YEAR PENDING APPROVAL OF THE BUDGET AND PERSONNEL COMMITTEE.

Motion was made by Gonthier, second by Shropshire to approve Economic Development Trust Authority Budget, Fund #98, for 2023-2024 fiscal year pending approval of the Budget and Personnel Committee. Voting yes: Mileur, Tramel, Gonthier, Smith, Lamar, Shropshire and Nance. Voting no: none.

27. DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR SERVICES BETWEEN THE CITY OF PRYOR CREEK AND PRYOR CREEK MUSIC FESTIVALS, INC. (“PCMF”) FOR THE 2023 ANNUAL LIVE MUSIC FESTIVAL KNOWN AS ROCKLAHOMA TO BE HELD FRIDAY, AUGUST 31ST, 2023 – SUNDAY, SEPTEMBER 3RD, 2023.

Motion was made by Gonthier, second by Mileur to approve authorizing the Mayor to sign an agreement for services between the City of Pryor Creek and Pryor Creek Music Festivals, Inc. (“PCMF”) for the 2023 annual live music festival known as Rocklahoma to be held Friday, August 31st, 2023 – Sunday, September 3rd, 2023. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Nance and Mileur. Voting no: none.

28. DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR SERVICES BETWEEN THE CITY OF PRYOR CREEK AND PRYOR CREEK MUSIC FESTIVALS, INC. (“PCMF”) FOR THE 2023 LIVE MUSIC FESTIVAL KNOWN AS BORN & RAISED TO BE HELD WEDNESDAY, SEPTEMBER 13TH, 2023 – SATURDAY, SEPTEMBER 16TH, 2023.

Motion was made by Gonthier, second by Lamar to approve authorizing the Mayor to sign an agreement for services between the City of Pryor Creek and Pryor Creek Music Festivals, Inc. (“PCMF”) for the 2023 live music festival known as Born & Raised to be held Wednesday, September 13th, 2023 – Saturday, September 16th, 2023. Voting yes: Gonthier, Smith, Lamar, Shropshire, Nance, Mileur and Tramel. Voting no: none.

29. ADJOURN.

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

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

MINUTES WRITTEN BY CITY CLERK / P.P.W.A. SECRETARY COURTNEY DAVIS



City of Pryor Creek

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

August 29, 2023

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

RE: Highway Closure Request

Pryor Public Schools will hold a Homecoming Parade on Thursday, September 21, 2023 at 6:30 p.m. The City of Pryor Creek requests to close the highway for this event. Details are as follow:

- Highway 20/East Graham Avenue
- West from Hogan Street to Adair Street
- September 21, 2023
- Close streets to all traffic other than floats & other parade vehicles after 6:30 p.m. No parking, other than parade vehicles. 6:30 p.m. - Close Graham Avenue, from Hogan Street to Adair Street, to all traffic. 7:00 p.m. - 7:45 p.m. - Parade. 7:45 p.m. - 8:30 p.m. - Tear down and remove street barricades to reopen Graham Avenue and all secondary streets that have been closed to vehicle traffic.
- Detour route will be established by City officials and be manned and/or signed in accordance with the latest edition (2009) of the Manual on Uniform Traffic Control Devices (MUTCD)
- The City will hold the Oklahoma Department of Transportation, their officers, agents and employees harmless and shall be released and discharged from all claims, demand and causes of action of every kind whatsoever for any damage and/or injury that may result from the detouring of traffic from the state highway system.

Sincerely,


Zac Doyle,
Mayor



August 30, 2023

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

SUBJECT: Closure of SH-20 (East Graham Avenue) from Hogan Street to Adair Street for the Homecoming Parade, Mayes County

Mayor Doyle:

I am writing you regarding your recent correspondence about closing and detouring traffic through and around the City of Pryor Creek as portions of SH-20 (E. Graham Ave.) will be closed on Thursday, September 21, 2023, from about 6:30 p.m. to about 8:30 p.m. for the Homecoming Parade.

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

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

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

Sincerely,

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

xc: Travis Smith ODOT Mayes County Supervisor
File

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF PRYOR
AND
MAYES COUNTY 911**

This Interlocal Agreement, hereinafter referred to as "Agreement," is entered into this 14th day of August, 2023, pursuant to 74 O.S. 2001, §§ 1001 *et seq.*, as amended, by and between the **CITY OF PRYOR**, the City Public Safety Answering Point, hereinafter referred to as "**Pryor**," and the **BOARD OF COUNTY COMMISSIONERS OF MAYES COUNTY** ("**Mayes County**"), on behalf of Mayes County 911, the County Public Safety Answering Point.

WHEREAS, Pryor and Mayes County desire to enter into this Interlocal Agreement for the mutual benefit and consideration of both parties.

WHEREAS, the Mayor of Pryor is authorized to approve and execute this Agreement as provided by the Pryor Bylaws. The Mayes County Board of County Commissioners is authorized to execute this Agreement.

WHEREAS, Mayes County is the Primary Public Safety Answering Point for Mayes County, Oklahoma, and Pryor is the Primary Public Safety Answering Point for all landline 911 calls in the City of Pryor. AT&T is required to invoice Mayes County for a switched Ethernet on demand circuit that Pryor and three (3) CAMA trunks requested for their Public Safety Answering Point and needs to provide emergency dispatch services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below, it is mutually agreed as follows:

1. **SERVICES TO BE PROVIDED BY MAYES COUNTY.** Mayes County shall pay AT&T Four Hundred One Dollars and Ninety-four Cents (\$401.94) monthly for a maximum of thirty-six months for the switched Ethernet on demand circuit and One Hundred Ninety-Five Dollars (\$195.00) for three (3) CAMA trunks necessary for PRYOR to operate as the Primary Public Safety Answering Point for Pryor.
2. **COMPENSATION BY PRYOR TO MAYES COUNTY.** Pryor shall reimburse Mayes County the amount of Four Hundred One Dollars and Ninety-four Cents (\$401.94) monthly for a maximum of thirty-six months for the switched Ethernet on demand and One Hundred Ninety-Five Dollars (\$195.00) for three (3) CAMA trunks totaling Five Hundred Ninety-Six Dollars and Ninety-four cents (\$596.94). Payments shall be made according to the following procedures:
 - a. Mayes County shall prepare invoices and submit the same to Pryor on or before the 24th day of each month as work is performed in the amount of Five Hundred Ninety-Six Dollars and Ninety-four cents (\$596.94). The invoices shall detail all AT&T charges incurred during the previous month. The invoice shall be in

a form acceptable to Pryor. If unacceptable in form, Pryor shall return the same to Mayes County with reason(s) for the rejection.

- b. Pryor will process and pay the invoice within thirty (30) days after the date the invoice is received and accepted by Pryor.

- 3. **TERM, EXTENSIONS, AND TERMINATION.** This Agreement shall be effective from the date of this Agreement, until June 30, 2022, unless terminated at an earlier date. Pryor and Mayes County may then renew this Agreement for additional one-year terms running from July 1 through June 30 each year. This Agreement may be extended, renewed, and/or modified at any time upon such written terms as the parties may approve and execute with the same formalities of this Agreement. Any such renewal, extension, and/or modification shall not be effective until the renewal, extension, and/or modification has been approved by the Board of County Commissioners of Mayes County and the Mayor of the City of Pryor. The parties further agree neither party shall incur any penalty for a failure to renew or extend this agreement.

This Agreement may be terminated by either party for any reason, upon thirty (30) or more days' written notice of termination.

- 4. **NOTICES.** All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the Agreement shall be in writing and shall be deemed to have been properly given or sent:
 - a. If intended for Pryor, mailing first class mail, or if the sender prefers, by registered or certified mail, return receipt requested, with postage prepaid to:

City Of Pryor
Attention: Jeremy Cantrell, Chief of Police
502 E Graham
Pryor, OK 74361

- b. If intended for Mayes County, mailing first class mail or, if the sender prefers, by registered or certified mail, return receipt requested, with postage prepaid to:

Mayes County 911
Attention: Kenneth Curtis, Director/Coordinator
1 Court Place, Suite 140
Pryor, OK 74361

- 5. **HOLD HARMLESS.** Pryor and Mayes County mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act, found at 51 O.S. §§ 151 *et seq.* The parties hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents, or contractors which may occur during the

performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgment which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation, or exception which may be provided by the Governmental Tort Claims Act or the Eleventh Amendment of the United States Constitution.

6. **PRIOR UNDERSTANDINGS.** This Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, and/or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

CITY OF PRYOR

MAYES COUNTY 911


Mayor, City of Pryor



Alva Martin, Chairman, Mayes Co.



Randy Pierce, Vice-Chairman
Mayes Co. Board of Commissioners



Darrell Yoder, Commissioner
Mayes Co. Board of Commissioners



WORK ORDER FOR PROFESSIONAL SERVICES

City of Pryor Creek

Project Number PRY-23-04

This will constitute authorization by the City of Pryor Creek (Owner) for Infrastructure Solution Group LLC (Engineer) to proceed with the following described as "Project":

Project Description: 2023 Street Rehabilitation Project (Phase 2)

- Prepare Engineering Plans and Specifications, for the referenced project.
- Prepare bid packages, and assist owner in obtaining bids from contractors for the construction of the improvements.
- Prepare contract documents, coordinate contract execution and perform preconstruction conference.
- Provide construction management services including review and approve material submittals, shop drawings, contractors pay estimates, change order requests, and work performed by the contractor.
- Provide Resident Project Representative Services during Construction.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

For performing the services described, the Engineer is to be paid based on a percentage of construction costs as per the standard fee scale as defined in the Agreement. Based on the estimated cost of construction of \$307,820.31, the engineering fee is estimated to be \$31,400.00 and the Resident Project Representative fee is estimated to be \$11,700.00.

Fee Summarized below:

Estimated Engineering Fee	\$31,400.00
Estimated Resident Project Representative	<u>\$11,700.00</u>
Estimated Total Fee	<u>\$43,100.00</u>

APPROVED:
City of Pryor Creek


ACCEPTED:
Infrastructure Solutions Group LLC,

By: _____
Zac Doyle
Mayor

By: 
Dale Burke
President

ATTEST:

ATTEST:


Crysta Watson
Project Engineer

DATE: _____



WORK ORDER FOR PROFESSIONAL SERVICES

City of Pryor Creek

Project Number PRY-23-01

This will constitute authorization by the City of Pryor Creek (Owner) for Infrastructure Solution Group LLC (Engineer) to proceed with the following described as "Project":

Project Description: 2023 Street Rehabilitation Project (Phase 1)

- Prepare Engineering Plans and Specifications, for the referenced project.
- Prepare bid packages, and assist owner in obtaining bids from contractors for the construction of the improvements.
- Prepare contract documents, coordinate contract execution and perform preconstruction conference.
- Provide construction management services including review and approve material submittals, shop drawings, contractors pay estimates, change order requests, and work performed by the contractor.
- Provide Resident Project Representative Services during Construction.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

For performing the services described, the Engineer is to be paid based on a percentage of construction costs as per the standard fee scale as defined in the Agreement. Based on the estimated cost of construction of \$300,492.90, the engineering fee is estimated to be \$30,800.00 and the Resident Project Representative fee is estimated to be \$11,500.00.

Fee Summarized below:

Estimated Engineering Fee	\$30,800.00
Estimated Resident Project Representative	<u>\$11,500.00</u>
Estimated Total Fee	\$42,300.00

APPROVED:
City of Pryor Creek

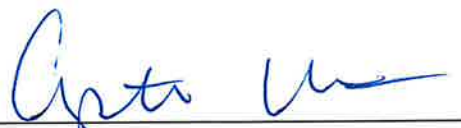
ACCEPTED:
Infrastructure Solutions Group LLC,

By: _____
Zac Doyle
Mayor

By: 
Dale Burke
President

ATTEST:

ATTEST:


Crysta Watson
Project Engineer

DATE: _____



Oklahoma Emergency Management Performance Grant

Agreement and Application Packet
GRANTS MANAGEMENT DIVISION



**PREPAREDNESS
RESPONSE
RECOVERY
MITIGATION**

August 1, 2023

Jurisdiction: **City of Pryor Creek**

Subject: FY 2023 EMPG Notice of Intent Approval

The Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) would like to thank you for your interest in the Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program.

Your Notice of Intent (NOI) for the FY 2023 EMPG has been approved. The amount of **\$10,000.00** will be obligated to **the City of Pryor Creek**, Oklahoma, designated as the "Subrecipient" within official documents, pending the completion of the attached application. Once your application is completed and approved, an award letter will be issued by the ODEMHS Director.

The initial application must be submitted by September 15th, 2023, to be eligible for the award. The application must be finalized by September 30th, 2023, to be awarded. Time extensions may be granted with a written request.

Should you have questions, comments, or concerns, please contact the EMPG team at empg@oem.ok.gov or call 405-521-2481 and ask for the EMPG team.

Thank you,

Mark Wegrzynski

Mark Wegrzynski
Grants Financial Analyst



PREPAREDNESS
RESPONSE
RECOVERY
MITIGATION

Oklahoma Department of Emergency Management and Homeland Security
Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program
Annual Program Funding Opportunity

Note: All Annual Program grants must submit a Notice of Intent (NOI) to the ODEMHS Grants Management Division (GMD) no later than 6/30/2023. No Grants will be approved without an NOI or accepted past the deadline.

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Program Description

Issued By

Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) / Grants Management Division (GMD)

CFDA/Assistance Listings Number

97.042

Program Title

Fiscal Year 2023 Emergency Management Performance Grant – EMT-2023-EP-00005

Grant Type

Subrecipient-Annual

Funding Opportunity Title

FY 2023 Emergency Management Performance Grant Annual Subgrant Program: **Pryor Creek, City of**

State Project Title

Project 2: Local Program Pass Through

Announcement Type

Agreement

Program Category

Preparedness: Emergency Management

Authorizing Authority for Program Federal

Authorizing Authorities

- [The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5121 et. Seq. \(the Stafford Act\)](#)
- [Post-Katrina Emergency Management Reform Act of 2006, as amended, 6 U.S.C. § 762](#)
- [FEMA Preparedness Grants Manual, Version 3](#)
- [DHS/FEMA NOFO FY 2023 EMPG Program](#)
- [Title 2, Code of Federal Regulations \(CFR\)](#)
- [U.S. Department of Homeland Security Presidential Directive 5 \(HSPD-5\)](#)

State Authorizing Authorities

- Oklahoma Emergency Management Act 2003, 63 O.S. 683. 1 et. Seq.
- State Administrative Plan adopted by the Oklahoma Department of Emergency Management and Homeland Security



Section 1. Program Overview

Objective

To encourage and support local emergency managers to encourage the development of a comprehensive, whole community emergency preparedness program for all hazards for county, municipal, and tribal governments within the State of Oklahoma.

Purpose

The Fiscal Year 2023 (FY 23) Emergency Management Performance Grant (EMPG) is a program that the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) – designated in this document as the “Recipient”- participates in on an annual basis through the Federal Emergency Management Agency (FEMA). This program focuses on all-hazardous emergency preparedness, including but not limited to the evolving threats and risks associated with climate change. In addition to supporting the 2022-2026 FEMA Strategic Plan, ODEMHS outlines goals and objectives through the 2022-2026 Integrated Preparedness Plan (IPP), and Agency Strategic Plan, and acknowledges and supports approved Regional Strategic Plans.

As part of the Local Program / Pass-Through Funding Project, ODEMHS is presenting the Annual Program Opportunities to county, municipal, and tribal jurisdictions to fund and/or reimburse, primarily, for director and/or emergency management staff salaries, amongst additional EMPG-permitted items as approved on.

Section 2. Program Details and Dates

1. Available Funding:	\$1.8 million
2. Match Requirement:	50/50
3. Match Distribution:	50% Local 50% Federal
4. NOI End Date:	June 30, 2023
5. Projected Application Due Date:	September 15, 2023
6. Period of Performance:	12 Months
7. Projected Period of Performance Start Date:	October 1, 2023
8. Projected Period of Performance End Date:	September 30, 2024
9. Projected Close-Out Date:	December 31, 2024
10. Funding Instrument Type:	Grant - Annual

Section 3. Eligibility Information

Eligible Applicants

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

Applicant Eligibility Criteria

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



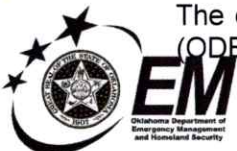
Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program

1. The Subrecipient must have a paid Emergency Management Director, either full or part-time, who works at least 20 hours a week, and is employed as defined under Oklahoma State Statute, Title 63-683.11 to 13, Emergency Management Compact and the Fair Labor Standards Act.
2. The Subrecipient must have a current and existing Emergency Management Program. These programs must have the capability and capacity to fully complete the Scope of Work in Section 4.
3. EM Program **salary and fringe** expenses directed to the program must be sufficient to meet match and award requirements. The EMPG is based on a **50/50** match (50% local and 50% federal).
 - a. New jurisdictions are required to provide one quarter's payroll at the time of application.
 - b. **Please note:** the Subrecipient cannot replace the Emergency Management Program's budget with EMPG funds. The EMPG funds are supplemental funds for improving and/or increasing the Subrecipient's Emergency Management Program only and cannot be used to supplant existing funds.
4. Grant funds and/or grant matching funds may not be used for costs to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities. Refer to Article 6: Funding Guidelines – Unauthorized Expenditures.
5. A facility or location must be designated as the Subrecipient's Emergency Operations Center (EOC) with the capacity to coordinate response efforts and resource capabilities in the event of an incident.
6. Maintain a 24-hour point of contact who will promptly report to the State Emergency Operations Center (SEOC) Duty Officer at 1-800-800-2481, all significant impacting events happening within the jurisdiction, per State Statute, Title 63-683.11. E.
7. Maintain a current Emergency Operations Plan (EOP) to be updated and/or reviewed annually, per State Statute, Title 63-683.11. D.
8. The jurisdiction must ensure to have an active registration for a Unique Entity Identifier (UEI) through SAM.gov prior to application submission and throughout the duration of the Period of Performance.
9. The jurisdiction must ensure and maintain the adoption and implementation of the National Incident Management System (NIMS) through annual reporting. Additional information regarding NIMS implementation and/or training can be found on the [Oklahoma Office of Homeland Security website](#).
 - a. In addition to NIMS adoption and implementation, special project sub-recipients are encouraged to begin planning for [National Qualification System](#) (NQS) implementation efforts at the State and jurisdictional levels.

Section 4. Scope of Work

Advancing the Whole Community approach reinforces the concept that it is the community's responsibility to take necessary and appropriate actions to protect people and property from the consequences of local emergencies and disasters. Communities are challenged to develop collective local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains and improves the community's overall well-being. Achieving this collective capability calls for innovative approaches in a community-wide effort.

The efforts of the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) are to assist and support a local Subrecipient's Emergency Management Program



with the capabilities to mitigate against, prevent, protect against, respond to, and recover from both natural and man-made disasters. This includes enhancing the local Subrecipient's Emergency Management Program's existing practices, programs, institutions, and organizations.

The following six (6) activities are the minimum requirements that shall be completed by the Subrecipient.

Please Note: If extraordinary circumstances prevent a jurisdiction from meeting the requirements, the Subrecipient must obtain written approval obtained from Regional Coordinator and Program Director for each occurrence.

Please Note: Program Payroll and Scope of Work Checklist with supporting documents must be submitted quarterly to ODEMHS via the OK EMGrants platform.

A. Planning and Preparedness

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

An All-Hazard, Whole Community Planning Group within your jurisdiction will be formed or continued, consisting of all Community Lifeline / Annexes and/or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives, and business partners, as well as any other persons the Planning Group deems necessary to promote the "whole community" concept of planning. Meetings must be conducted quarterly at a minimum.

Note: In the case that meetings are not conducted in person due to an unforeseen circumstance, online meetings are allowed and encouraged.

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

Measurement Methods / Required Documentation:

- i. Dated sign-in sheets for each quarterly meeting
- ii. Minutes for each quarterly meeting. EOP planning should be reflected within these minutes.

2. Emergency Operations Plan

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

Note: Approval pages signed outside of the grant cycle will not be accepted.

Measurement Methods / Required Documentation:

- i. An EOP approval page signed annually by each of the Annexes or ESF representatives and the Subrecipient's highest elected (officials) by the 4th quarter report and no later than October 15, 2024.

3. Attendance of the Annual Oklahoma Emergency Management Conference

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

Measurement Methods / Required Documentation:

- i. A copy of the Attendance Certificate shall be submitted to OK EMGrants by the 4th quarter report and no later than October 15, 2024.



4. *Attendance of the Regional Workshop*

The ODEMHS Preparedness and Response Division, in conjunction with the Oklahoma Emergency Management Association (OEMA) Area Vice President, and local Emergency Managers within the region, will host a Regional Workshop. The Emergency Management Director or designee must attend their Region's Workshop in its entirety.

Measurement Methods / Required Documentation:

- i. A copy of the sign-in sheet, Certificate, or other documents that demonstrate attendance.

B. Training and Exercises

5. *Two (2) Exercises of Any Type*

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

Note: If extraordinary circumstances prevent a jurisdiction from meeting the requirements, the Subrecipient must obtain written approval obtained from Regional Coordinator and Program Director for each occurrence.

Note: ODEMHS and/or regionally hosted exercises, such as WebEOC Drills and Regional Coordination, will not fulfill this requirement. These exercises must exercise the Subrecipient's jurisdictional Emergency Operations Plan.

Measurement Methods / Required Documentation:

- i. A copy of the Subrecipient After Action Report and Improvement Plan (AAR / IP) for each exercise must be submitted to OK EMGrants by the 4th quarter report and no later than October 15, 2024.

6. *EMPG Required Training*

All paid emergency management staff working for the Subrecipient are required to complete fourteen (14) FEMA courses within one (1) year of their hire date. This includes all courses listed in Group 1, and either all the courses in Group 2 (Independent Study Online- Personal Development Series) or all the courses in Group 3 (Basic Academy). Please see the table below regarding these required courses.

Measurement Methods / Required Documentation:

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



Group 1	
<ul style="list-style-type: none"> • IS – 100 (any version) • IS – 200 (any version) • ICS – 300 (since 2018) • G – 191 (since 2018) 	<ul style="list-style-type: none"> • IS – 700 (any version) • IS – 800 (any version) • ICS – 400 (since 2018)
Group 2	Group 3
<ul style="list-style-type: none"> • IS – 120 version a or newer • IS – 230 version d or newer • IS – 235 version b or newer • IS – 240.b • IS – 241.b • IS – 242.b • IS-244.b 	<ul style="list-style-type: none"> • IS – 230 version d or newer • E / L 101 • E/L 102 • E/L 103 • E/L 104 or 146 • E/L 105

Section 5. Authorized Representatives

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

The Director of Emergency Management for the Subrecipient will serve as the official point-of-contact (POC), responsible for reporting on or responding to inquiries regarding the six (6) phases of emergency management (mitigation, protection, prevention, response, and recovery) to include incident reporting.

Section 6. Funding Guidelines

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

Grant funds may not be used for matching funds for Federal grants, cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.

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

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

Authorized Expenditures

1. Operations

FY23 EMPG Subgrant funds may be used for all hazards local Emergency Management operations activities that may include, but are not limited to:

- a. Staffing including salary and personnel costs
- b. Compensatory time off



- c. Overtime
- d. Day-to-day activities in support of Emergency Management
- e. Associated fringe benefits

2. Planning

FY23 EMPG Subgrant funds may be used for a range of Emergency Management planning activities that may include, but are not limited to:

- a. Community-based planning to advance the Whole Community, Security, and Emergency Management concept.
- b. Maintaining a current Hazard Mitigation plan inclusive of a Threat Hazard Identification and Risk Assessment (THIRA).
- c. Maintaining current Emergency Operations procedures that conform to the guidelines outlined in CPG 101 v.3.
- d. Developing and/or enhancing comprehensive Emergency Management plans.

3. Training

FY23 EMPG Subgrant funds may be used for a range of Emergency Management-related training activities for the purposes of enhancing local Emergency Management's personnel capabilities.

Training-related expenses may include, but are not limited to:

- a. Training development, delivery, and/or evaluation
- b. Overtime
- c. Travel, lodging and registration
- d. Hiring of full or part-time staff, contractors, or consultants
- e. Certification or recertification of Instructors

4. Exercise

FY23 EMPG Subgrant funds may be used for a range of Emergency Management-related exercise activities for the purposes of testing and improving local Subrecipient's Emergency Management Operations plans. Qualifying exercises are those conducted within the Subrecipient's jurisdictional boundaries.

Exercise-related expenses may include, but are not limited to:

- a. Exercise conduct, design, development, and evaluation
- b. Hiring full or part-time staff, contractors, or consultants
- c. Travel, lodging, and registration
- d. Supplies

5. Equipment

In accordance with 2 CFR 200.310, 200.313, and 200.316 allowable equipment categories for the EMPG FY22 program are listed on the web-based version of the Authorized Equipment List (AEL) <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory, regulatory, and/or FEMA-adopted standards to be eligible for purchase using these funds. Additionally, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. All requests to purchase Small Unmanned Aircraft Systems (SUAS) require preapproval and must comply with Information Bulletin (IB) 426.



Unauthorized Expenditures

- a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles). The only vehicle costs that are reimbursable are fuel and/or mileage.
- b. Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g., electronic messaging signs).
- c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.
- d. Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, vehicles, or weapons systems of any kind with weapons installed.
- e. Costs associated with hiring, supplanting, equipping, training, etc. of sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
- f. Activities unrelated to the completion and implementation of the EMPG.
- g. Other items not in accordance with the authorized expenses listed above.

Section 7. Subgrant Administration Requirements

1. Any tasking the Oklahoma Department of Emergency Management and Homeland Security receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Subrecipient shall also be considered as part of the required tasking elements under the EMPG Subgrant.
2. If the Subrecipient receives \$750,000 or more in Federal funds in Subrecipients EMPG FY23, they are responsible for compliance with the provisions of 2 CFR 200.501. The Subrecipient shall submit a copy of their audit letter signed by the auditor to the Oklahoma Department of Emergency Management and Homeland Security and/or upload it into the Federal Audit Clearinghouse.
3. The FY23 EMPG Subgrant is a performance-based grant. To ensure EMPG requirements compliance, each Subrecipients performance shall be monitored. The Subrecipient must have an active project and should be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of ODEMHS. The field visits shall be conducted at a mutually agreed date, time, and location during each quarter.
4. Within fifteen (15) days following the end of each quarter the EMPG Subrecipient will submit via OK EMGrants a progress report to the Oklahoma Department of Emergency Management and Homeland Security. Submitted documentation shall be maintained by the Subrecipient and ODEMHS for a minimum of three (3) years and shall be compliant with 2 CFR 200.333. In the event the receipt of the progress report is 30 or more days delinquent, it may result in the notification of the Chief Elected Official. If the reporting for two (2) quarters is simultaneously delinquent or incomplete, it can result in Award Reduction or administrative close-out of the grant.



Quarter	Start Date	End Dates	Due Date
1 st Quarter	October 1, 2023	December 31, 2023	January 15, 2024
2 nd Quarter	January 1, 2024	March 31, 2024	April 15, 2024
3 rd Quarter	April 1, 2024	June 30, 2024	July 15, 2024
4 th Quarter	July 1, 2024	September 30, 2024	October 15, 2024

Section 8. Payment Terms

All payments will be contingent upon the Subrecipient’s payment requests and supporting documentation of the Oklahoma Department of Emergency Management and Homeland Security review of required tasks. Should the Subrecipient meet the EMPG Subgrant performance requirements, the following shall occur:

1. Payment in the amount of 25% of the awarded FY23 EMPG Subgrant will be made by the Oklahoma Department of Emergency Management and Homeland Security for the First Quarter, after January 15, 2024. This is contingent upon receipt of the fully executed agreement and request for reimbursement from the Subrecipient. Documentation of the first quarter’s tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until the terms of the agreement have been met and affirmed by ODEMHS.
2. Payment in the amount of 25% of the awarded FY23 EMPG Subgrant will be made for the Second Quarter after April 15, 2024. This is contingent upon receipt of the request for reimbursement from the Subrecipient. Documentation of the second quarter’s tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until the terms of the agreement have been met and affirmed by ODEMHS.
3. Payment in the amount of 25% of the awarded FY23 EMPG Subgrant will be made for the Third Quarter after July 15, 2024. This is contingent upon receipt of the request for reimbursement from the Subrecipient. Documentation of the third quarter’s tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until the terms of the agreement have been met and affirmed by ODEMHS.
4. Final payment in the amount of 25% of the awarded FY23 EMPG Subgrant will be made for the fourth quarter after October 15, 2024. This is contingent upon receipt of the request for reimbursement from the Subrecipient. Documentation of the fourth quarter’s tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until the terms of the agreement have been met and affirmed by ODEMHS.

Payment requests will be processed within 30 days after submitted.

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

- a. Personal/ Home address
- b. Personal/Home phone number
- c. Social Security Number (SSN)
- d. Passport Information



- e. Driver's Licence Number
- f. Credit Card Number
- g. Any other personal identification numbers

Section 9. Overmatch Funds

The Subrecipient will provide quarterly payroll and fringe benefit reports with each quarterly report. **Salary and fringe** benefits amounts will be used to meet Subrecipients' 50/50 match requirements. The Subrecipient agrees that ODEMHS may use the documented salary and fringe benefits more than its match / Overmatch to meet its own match requirements.

The Subrecipient may request to retain a portion of its Overmatch by written request and written approval by ODEMHS. The Subrecipient agrees to follow the Code of Federal Regulations (2 CFR) and the FEMA Fiscal Year 2023 Emergency Management Preparedness Grant (EMPG) Notice of Funding Opportunity (NOFO) guidelines. The jurisdiction further agrees that overmatch funds provided to ODEMHS cannot be used to match any other Federal Funds.

Section 10. Time of Completion

The Subrecipient shall complete all work from October 1, 2023, through September 30, 2024. A time extension may be approved through a written request and approval from the ODEMHS Grants Management Division.

Section 11. General Provisions

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

Section 12. Amendments

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

Section 13. Waiver of Scope of Work Line Items

Waivers relieving the Subrecipient from having to complete a basic scope of work line item (**Article 4 Scope of Work**) may be requested through their Regional Coordinator and may be subject to approval by the ODEMHS Agency Director and/or the Director of Operations.

Section 14. Award Reduction or De-Obligation

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

Section 15. Suspension of Subgrant / Debarment from Future Awards

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



Federal Fiscal Year.

The subrecipient must also maintain active status on SAM.gov.

Section 16. Duration and Closeout

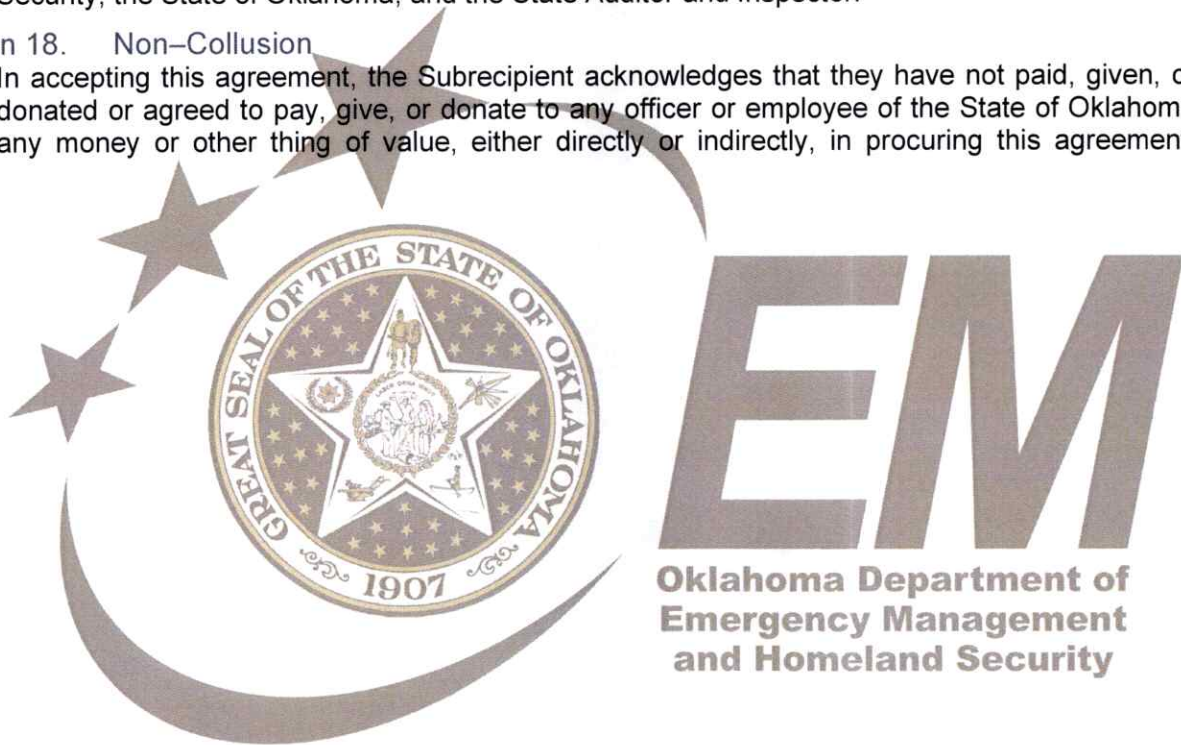
This agreement shall be in full force and effect on October 1, 2023, for both parties and terminate on September 30, 2024. Either party may cancel this agreement by providing 15 days' notice in writing to the other party. ODEMHS may at its discretion extend the term of the closeout of this agreement. If approved, extensions are typically approved for no more than a 30-day period.

Section 17. Audit Clause

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

Section 18. Non-Collusion

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



Appendix 1. Federal Agreement Articles

Article I - USA PATRIOT Act of 2001

Recipients must comply with Section 817 of the Uniting and Strengthening America requirements by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article II - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article III - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article IV - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article V - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgment of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article VI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.



Article VIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article IX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government

Article XI - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XIII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards for the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain



conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XIX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XX - Acceptance of Post-Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate the recipient acceptance of the changes to the award.



Article XXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXIII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXIV - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXV - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXVI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.



Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXIX - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXX - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXXII - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XXXIII - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXXIV - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.



Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to the expiration of the 30-day deadline.

Article XXXV - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, based on sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.



Article XXXVII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXVIII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXIX - Use of DHS Seal, Logo, and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

Article XL - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.



Appendix 2. Required Application Documents

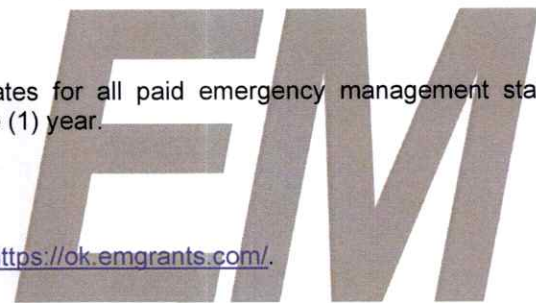
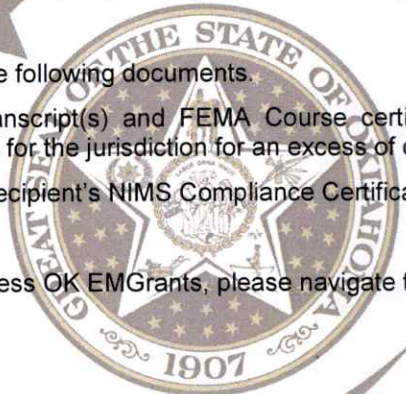
Below are the documents required to complete the FY 2023 EMPG application. All documents are required to be uploaded into OK EMGrants no later than September 15, 2023, to be accepted.

1. State of Oklahoma Designation of Subrecipient Agent
2. Delegation of Authority for a request for payment (Optional)
3. EMPG Training Checklist for all paid emergency management personnel listed on the Subgrant Funding Worksheet
4. Assurances and Certifications
 - a. Assurances: Non – Construction Programs
 - b. Assurances: Construction Programs
 - c. Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - d. Disclosure of Lobbying Activities (SF – LLL) (If Applicable)
5. Elected Official, City Manager, Tribal Officials Signature Page

Please provide the following documents.

6. FEMA transcript(s) and FEMA Course certificates for all paid emergency management staff employed for the jurisdiction for an excess of one (1) year.
7. The Subrecipient's NIMS Compliance Certificate

To register or access OK EMGrants, please navigate to <https://ok.emgrants.com/>.



**Oklahoma Department of
Emergency Management
and Homeland Security**



State of Oklahoma Designation of Subrecipient Agent

Subrecipient (Jurisdictional) Information			
Name of Subrecipient:	City of Pryor Creek		
Physical Address:	12 N Rowe St Pryor, Ok 74361		
Mailing Address (if different):	same		
Employer's Identification (EIN):	73-6005386		
Unique Entity Identifier (UEI):	08-594-7356	FIPS#:	

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

Subrecipient Emergency Management Alternate (Secondary Contact)			
Name:	Mike Doham	Agency:	Emergency Management
Office Physical Address:	12 N Rowe St Pryor, Ok 74361		
Office #:	918-825-4650	Cell#:	918-824-5706
Email Address:	mayescountyem2@gmail.com		

Certification			
<p>The above Primary and Secondary contacts are hereby authorized as the Subrecipient's point of contact (POC) for the purpose of reporting disasters and emergencies and the extent associated with them to the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS). The above-designated points of contact are further authorized to take such action, prepare required documentation, and attend meetings (i.e., applicant briefing or kick-off meetings) as may be required on behalf of the Subrecipient until contrary notice is given to ODEMHS.</p>			
Governing Body (Jurisdiction):	City of Pryor Creek		
Certifying Official:			
Title:	Mayor		
Office#:	918-825-0888	Email Address:	doylez@pryorcreek.org

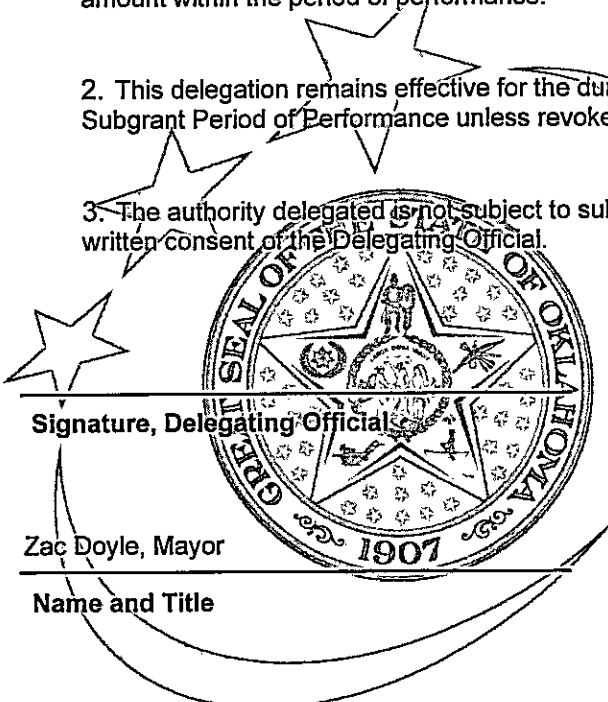


Delegation of Authority

(Optional)

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

1. The Delegate may request reimbursement(s) under the Emergency Management Performance Grant contractual agreement for an amount not to exceed the award amount within the period of performance.
2. This delegation remains effective for the duration of the FY 2023 ODEMHS EMPG Subgrant Period of Performance unless revoked in writing by the Delegating Official.
3. The authority delegated is not subject to sub-delegation without the prior and express written consent of the Delegating Official.



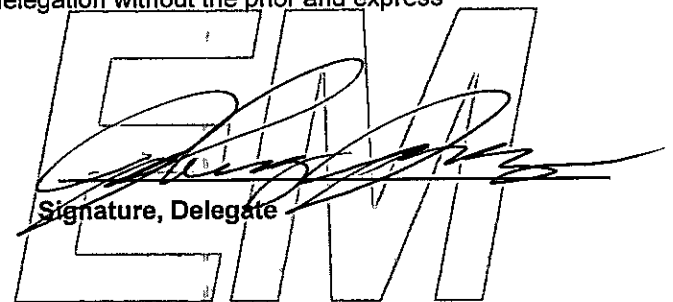
Signature, Delegating Official

Zac Doyle, Mayor

Name and Title

09/05/2023

Date

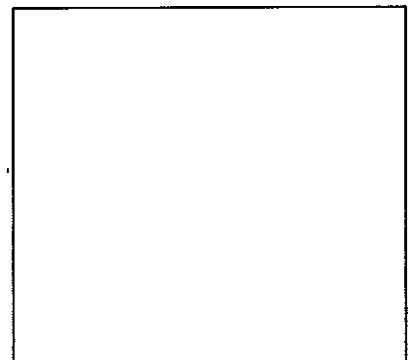


Signature, Delegate

~~Johnny Janzen, Emergency Management Director~~
**Emergency Management
and Homeland Security**

09/05/2023

Date



Notary



State of Oklahoma EMPG Training Checklist

Employee Name: Johnny Janzen **Employee Start Date:** 9/1/2010

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

Table 1: NIMS Training	Date Completed
IS-100 (Any Version)	07/11/2008
IS-200 (Any Version)	07/11/2008
IS-700 (Any Version)	09/13/2005
IS-800 (Any Version)	08/27/2020

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

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

Table 4: NQS Training	Date Completed
G/E/L/K 191 (Since 2018)	
G/E/L/K 300 (Since 2018)	
G/E/L/K 400 (Since 2018)	



SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

M.B. No. 3067-0206
Expires February 28, 2007

FOR
FY 2023

CA FOR (Name of Applicant)
City of Pryor Creek

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B, Assurances-Construction Programs
- Part III FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Johnny Janzen

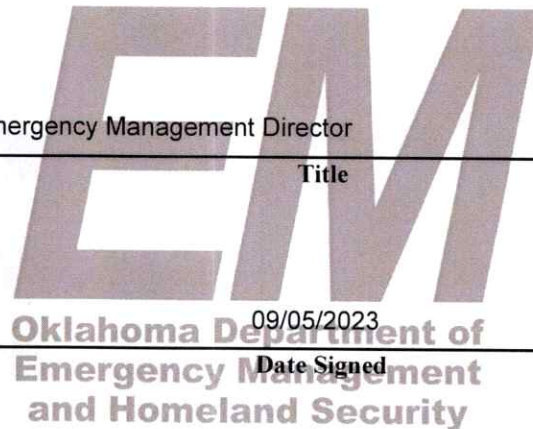
Typed Name of Authorized Representative

Emergency Management Director

Title



Signature of Authorized Representative



09/05/2023

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

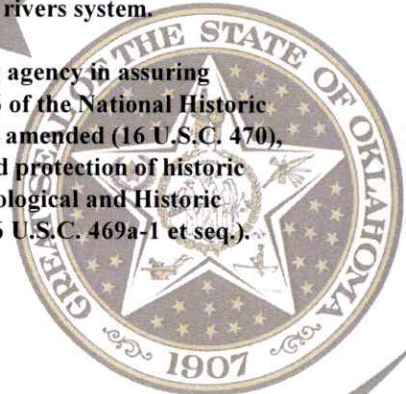
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.



**Oklahoma Department of
Emergency Management
and Homeland Security**

FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

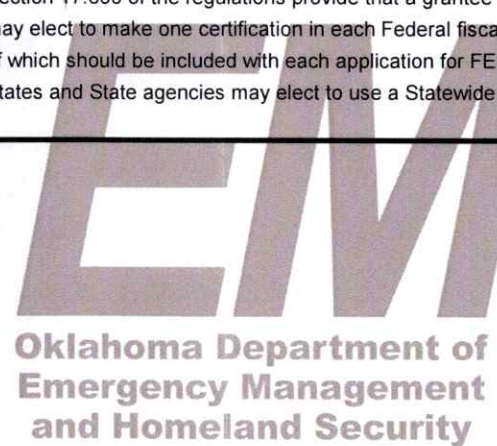
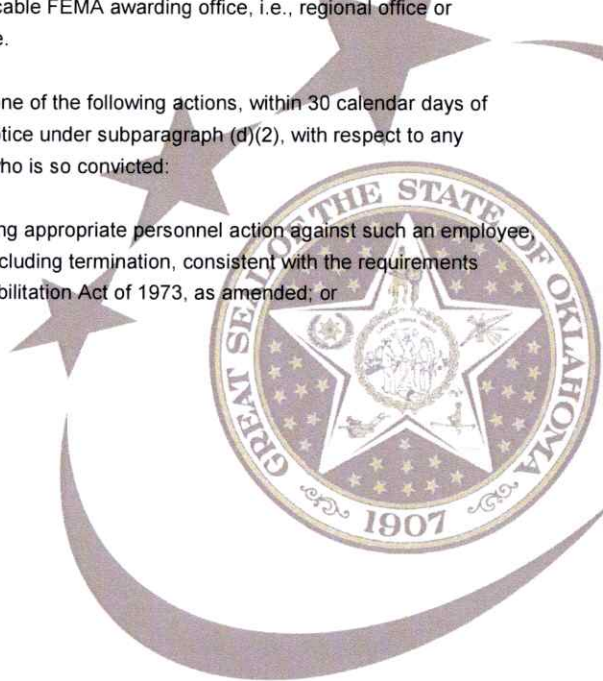
8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

12 N Rowe St Pryor, Ok 74361

Check if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.



Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program

Elected Officials / City Manager / Tribal Officials

Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program

By signing below, we are applying for the ODEMHS Fiscal Year 2023 Emergency Management Performance Program Subgrant Program. Our jurisdiction is committed to fulfilling the scope of work and grant requirements listed within the associated Notice of Funding Opportunity, which serves as the grant agreement, and have an understanding that, if our jurisdiction fails to abide by this agreement, the funding is subject to a reduction and full de-obligation for the project.

Approved By:

County Commissioner, District 1

City Mayor or Manager

County Commissioner, District 2

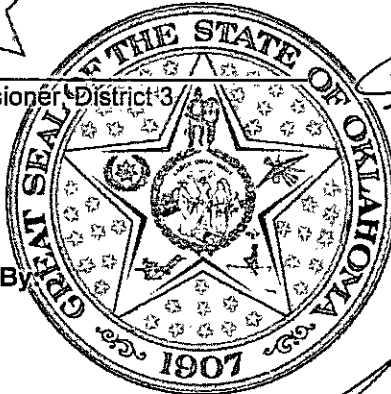
Tribal Official

County Commissioner, District 3


Emergency Management Director

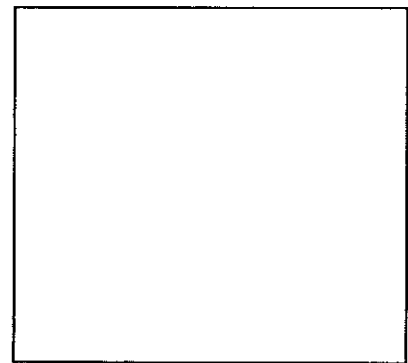
Witnessed By

City/County/Tribal Clerk/Treasurer



Oklahoma Department of
Emergency Management
and Homeland Security

09/05/2023
Date



Notary



COOPERATIVE SERVICE AGREEMENT
between
City of Pryor (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to conduct integrated wildlife damage management (WDM) activities at city of Pryor to manage nuisance and property damage conflicts caused by beavers & feral pigeons.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;
Cooperator Name, Address, Phone Number, Email

City of Pryor
Lisa Malone
PO Box 1167
Pryor, OK 74362

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitees.
9. To provide an indoor working space to complete necessary paperwork.

10. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

APHIS-WS State Director: Name/Title, Address, Phone
Number, Email

USDA APHIS – WS
Scott Alls
2800 N Lincoln Blvd
Oklahoma City, OK 73105
405/521-4039
Scott.a.alls@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on October 1, 2023, and shall continue through September 30, 2024, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: _____
APHIS-WS's Tax ID: 41-0696271

Cooperator:

Cooperator

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**



Scott Alls, State Director

7/27/23

Date

Acting Regional Director

Date

Prepared by: Tyler Hicks

WORK PLAN

Cooperator: City of Pryor

Contact: Lisa Malone

Cooperative Service Agreement Number: 24-7340-7215-RA

WBS Element: AP.RA.RX40.73.0079

FMMI Shorthand Code: 24XXWSWR4040REIMBRX40730079

Location: City of Pryor Creek, Oklahoma

Dates: 10/1/23-9/30/24

In accordance with the Cooperative Service Agreement between City of Pryor and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

To provide for the protection of property and human health & safety from animals that can cause damage to these resources, such as but not limited to beavers & pigeons.

Plan of Action

Use of special equipment and methods are legal and authorized.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$3,000.00
Travel		
Vehicles		
Other Services		
Supplies and Materials		\$932.36
Equipment		
Subtotal (Direct Charges)		\$3,932.56
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$432.56
Indirect Costs	16.15%	\$635.08
Aviation Flat Rate Collection		
Agreement Total		\$5,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$5,000.00		

Financial Point of Contact/Billing Address

Cooperator Name, Address, Phone Number, Email

City of Pryor
 Lisa Malone
 PO Box 1167
 Pryor, OK 74362

APHIS-WS State Office Name, Address, Phone Number, Email

USDA APHIS, Wildlife Services
 Tyler Hicks
 PO Box 36295
 Oklahoma City OK 73136
 405/522-5483
John.t.hicks@usda.gov



Junior Library Guild

PO Box 6308
Carol Stream, IL 60197-6308
Customer Service: 800/ 743-4070
Accts Receivable: 866/ 272-2055
Fax: 800/827-3080

INVOICE#

645151

Customer#

J126501

BILL TO:

Pryor Public Library
Attn: Carolyn Shaver
505 E Graham Ave
Pryor OK 74361-3828
USA

SHIP TO:

Pryor Public Library
505 E Graham Ave
Pryor OK 74361-3828
USA

INVOICE DATE	PURCHASE ORDER #	TERMS	SHIP VIA	SALESPERSON
07/01/2023		Net 30 Days	Best Way	Barcroft, Kyle

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
jasub	A Category - Intermediate Readers	1.00	236.64	236.64
jbsub	B Category - Upper Elementary & Junior High	1.00	236.64	236.64
JERP14SUB	ER+ Subscription - Emergent Readers Plus	1.00	228.76	228.76
jesub	E Category - Easy Reading	1.00	220.68	220.68
JGKp14SUB	GEKp Category - Graphic Novels Early Elementary Plus	1.00	258.44	258.44
JGEP14SUB	GEp Category - Graphic Novels Elementary Plus	1.00	288.96	288.96
JGMP14SUB	GMp Category - Graphic Novels Middle Plus	1.00	293.02	293.02
JHLMSUB	Hi-Lo Mature - High	1.00	175.08	175.08
JHLPGSUB	Hi-Lo PG Category - Middle/High	1.00	175.08	175.08
JMYLAR	JLG Mylar Jackets	156.00	1.00	156.00
JPGHP14SUB	PGHp category - PG High Plus	1.00	285.46	285.46
JPGMP14SUB	PGMp category - PG Middle Plus	1.00	285.46	285.46
JSPESUB	SPE Category - Spanish Elementary	1.00	174.24	174.24
SubTotal				3,014.46

Bill Type: UpFront
Invoice: 1 of 1
Contact: Autumn Courtney

Discount	0.00
Sales Tax	0.00
Paid/Credited	0.00
Balance Due	3,014.46

Please include account number and invoice number on your remittance.
We accept EFT and credit card payments. Please contact us at 1-866-272-2055.

Please note, accounts that remain unpaid after 4 shipments of books are subject to ship-hold pending receipt of payment.

CONTRACT
BETWEEN THE OKLAHOMA DEPARTMENT OF LIBRARIES
AND CITY OF PRYOR

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and the City of Pryor (Contractor), collectively known as the Parties.

II. TERM OF THE CONTRACT

This Contract shall begin on August 1, 2023 and shall terminate on November 15, 2023.

- a. In the event the Contractor fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Contractor, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law.
- b. The Parties of this Contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this Contract.

III. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall render diligently and competently the services as indicated and in the manner set forth herein which shall be binding on the Parties of this Contract.

The Contractor shall:

- a. Use grant funds to purchase technology items approved in the grant application.
- b. Agree to and sign the *LSTA Terms and Conditions Agreement*.
- c. Reference, in all publicity, the Institute of Museum and Library Services (IMLS) and ODL.
- d. Spend or encumber grant funds by September 30, 2023. Any funding not spent or encumbered must be returned to the Department no later than November 15, 2023.
- e. Submit all invoices to the Department by October 16, 2023.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

- a. Approve proposal, and provide a contract, *LSTA Terms and Conditions Agreement*, and claim form to the Contractor.
- b. Process grant payment to the Contractor upon receipt of notarized claim form.
- c. Review final invoices as submitted.

V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department will grant **Five Thousand Dollars (\$5,000)** to purchase approved items to upgrade technology at the library.

- a. Expenditures for this project must conform to the approved budget and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract. Any deviations from the approved budget must be approved by the Department.
- b. Payment will be made via electronic deposit within 30 days of receipt of the notarized claim form.
- c. The Contractor assures that expenditures under this Contract will be included in its next regular audit.

VI. GENERAL PROVISIONS

a. Notices

Any notices to be given herein are deemed to be given when deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

Oklahoma Department of Libraries
Attn: Tara McCleod
200 NE 18 Street
Oklahoma City, OK 73105-3205

As to the Contractor:

Pryor Public Library
Attn: Cari Rerat
505 E Graham
Pryor, OK 74361

b. No Grant of Authority

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Contractor agrees not to assume or incur any such liability without the prior written consent of the Department.

c. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

d. Liability

The Department shall not be liable for any injuries or damages to persons or property resulting from acts or omissions of the Contractor, its officers, employees, agents, or trustees, in carrying out the activities of this Contract.

e. Accident or Illness

The Contractor agrees that any accident or illness during the performance of this Contract will not be the responsibility of the Department and in no way holds the Department liable for such accident or illness.

f. Understanding of Terms

The Parties hereto have read and fully understand the terms of this Contract and the LSTA Terms and Conditions Agreement and agree to be bound by the same.

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Contractor agrees to keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other items relevant to this Contract, for a period of five (5) years from the ending date of this Contract. Upon reasonable notice, the Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination at Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

VIII. VENUES AND APPLICABLE LAW

If any legal action is taken to enforce the terms of this contract, the Parties agree that the venue for all legal action is Oklahoma City, Oklahoma. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IX. ADDITIONAL REQUIRMENTS

- a. It is expressly agreed that the Contractor under this contract is an independent Contractor and under no circumstances shall any owners, officers, employees or volunteers of the Contractor be considered employees of the Department or the State of Oklahoma. The Contractor is responsible for all types of claims due its volunteers, employees, or any third parties. The Contractor will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Contractor's, or any of the Contractor's employees' or volunteers' performance, including but not limited to the use of automobiles or other transportation.
- b. Include the following acknowledgment on any publication or presentation resulting from Contractor's participation in this grant: "This activity is supported by the Institute of Museum

and Library Services (IMLS) and the Oklahoma Department of Libraries. The opinions and content of activities and materials do not necessarily reflect the position or policy of the Oklahoma Department of Libraries or IMLS, and no official endorsement should be inferred.”

- c. In the event the Contractor does not comply with the terms of this contract, including the timetable, budget, and objectives, the Contractor will be given written notification of such noncompliance by the Department. The Contractor may appeal for reconsideration by giving written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of items purchased under this contract for reassignment to other programs and projects.
- d. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future grants until compliance can be assured.
- e. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.
- f. The Contractor will comply with regulations under the Open Meetings Act and the Open Records Act.

X. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

XI. ENTIRE CONTRACT

This instrument, consisting of six pages, constitutes the entire Contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained herein.

XII. EXECUTION OF CONTRACT

The Contractor affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.

Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said Contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Contractor and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

On behalf of the Contractor

On behalf of the Department

Cari Rerat, Director

Natalie Currie, Director

Typed name and title of signor

Signature

Signature

Date

Date

Zac Doyle, Mayor

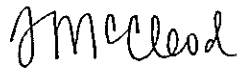
Typed name of Authorizing Official

Signature

Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES
Assurances: Fund 400-22 is encumbered for this Contract

FPO/Business Manager:



Date:

Aug 3, 2023



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000160375218.1	Sales Rep	Reem Nammari
Total	\$4,834.52	Phone	(800) 456-3355, 6185309
Customer #	14889620	Email	Reem.Nammari@Dell.com
Quoted On	Aug. 29, 2023	Billing To	CARI RÉRAT
Expires by	Sep. 28, 2023		PRYOR PUBLIC LIBRARY
Contract Name	Dell NASPO Computer Equipment PA - Oklahoma		505 E GRAHAM AVE
Contract Code	C000000181161		PRYOR, OK 74361-3828
Customer Agreement #	MNWNC-108 / SW1020D		
Deal ID	25205449		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Reem Nammari

Additional Comments

DELL BUSINESS CREDIT: ^ If your purchase qualifies for a promotional offer, the promotion will automatically be applied to this quote and will be reflected in your monthly statement. NO INTEREST IF PAID IN FULL WITHIN 90 DAYS: Available at time of purchase on (1) qualifying XPS, Latitude, OptiPlex, Precision, Vostro, Inspiron, G-Series, Alienware \$699 or more, (2) Dell monitors \$199 or more and (3) PowerEdge, PowerVault and Dell Networking, when using Dell Business Credit on November 28, 2022 through December 8, 2022. Minimum purchase amount may be required. Minimum monthly payments are required but may not pay your purchase in full by the end of the promotional period due to purchase amount, promotion length, additional purchases or allocation of payments in excess of the minimum payment. Promotional offer is valid only when account remains in good standing. Accrued Finance Charges will be billed from the transaction posting date, if the purchase balance is not paid in full within 90 days. RESTRICTIONS: Assumes product is available. Any promotional offer is limited-time and intended for qualified customers. Offers, including those at Dell.com may vary, are subject to credit approval and may be changed without notice. PROMOTION DOES NOT INCLUDE printer cables, toner, warranty or any peripheral items. Refurbished and/or used purchases do not qualify for promotions. Promotional financing is made available to Dell Direct customers only and is not combinable with other Dell, DFS or other vendor offers.

Shipping Group

Shipping To

CARI RÉRAT
PRYOR PUBLIC LIBRARY
505 E GRAHAM AVE
PRYOR, OK 74361-3828
(918) 825-0777

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	\$205.43	1	\$205.43
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$166.91	4	\$667.64
OptiPlex Small Form Factor (7010)	\$792.29	5	\$3,961.45
Subtotal:			\$4,834.52
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$4,834.52
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$4,834.52

Shipping Group Details

Shipping To

CARI RÉRAT
 PRYOR PUBLIC LIBRARY
 505 E GRAHAM AVE
 PRYOR, OK 74361-3828
 (918) 825-0777

Shipping Method

Standard Delivery

Dell 27 Monitor - P2722H, 68.6cm (27")	\$205.43	Quantity 1	Subtotal \$205.43
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Estimated delivery if purchased today:

Sep. 01, 2023

Contract # C000000181161

Customer Agreement # MNWNC-108 / SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	1	-
Dell Limited Hardware Warranty	814-5380	-	1	-
Advanced Exchange Service, 3 Years	814-5381	-	1	-

Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$166.91	Quantity 4	Subtotal \$667.64
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Estimated delivery if purchased today:

Sep. 01, 2023

Contract # C000000181161

Customer Agreement # MNWNC-108 / SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	4	-
Dell Limited Hardware Warranty	814-5380	-	4	-
Advanced Exchange Service, 3 Years	814-5381	-	4	-

OptiPlex Small Form Factor (7010)	\$792.29	Quantity 5	Subtotal \$3,961.45
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Estimated delivery if purchased today:

Sep. 05, 2023

Contract # C000000181161

Customer Agreement # MNWNC-108 / SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
Dell KB216 Wired Keyboard English	580-ADJC	-	5	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	5	-
No Cover Selected	325-BCZQ	-	5	-
OptiPlex Small Form Factor (7010)	210-BFXF	-	5	-
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	-	5	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	5	-
No Microsoft Office License Included	658-BCSB	-	5	-
8GB (1x8GB) DDR4 Non-ECC Memory	370-AGFP	-	5	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BOQJ	-	5	-
M.2 22x30 Thermal Pad	412-AAQT	-	5	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	5	-
Intel Integrated Graphics	490-BBFG	-	5	-
OptiPlex SFF with 180W Bronze Power Supply	329-BHPU	-	5	-

System Power Cord (Philippine/TH/US)	450-AAOJ	-	5	-
No Optical Drive	429-ABKF	-	5	-
CMS Software not included	632-BBBJ	-	5	-
Internal Antenna, SFF	555-BHDX	-	5	-
Intel(R) AX210 Wi-Fi 6E 2x2 and Bluetooth	555-BHGJ	-	5	-
Wireless Driver, Intel AX210 Wi-Fi 6E (6Ghz) 2x2, BT 5.2	555-BIJM	-	5	-
Chassis Intrusion Switch	461-AAJL	-	5	-
No Additional Add In Cards	382-BBHX	-	5	-
No Additional Video Ports	492-BCKH	-	5	-
Dell Additional Software	658-BFPY	-	5	-
Foxit PDF Editor v12	634-BZSL	-	5	-
ENERGY STAR Qualified	387-BBLW	-	5	-
Dell Watchdog Timer	379-BEZG	-	5	-
Quick Start Guide, OptiPlex Small Form	340-DDFL	-	5	-
Print on Demand Label	389-BDQH	-	5	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	5	-
Shipping Material	340-CQYR	-	5	-
Shipping Label	389-BBUU	-	5	-
Regulatory Label for OptiPlex SFF 180W, FSJ	389-FBFX	-	5	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	5	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	5	-
Desktop BTS/BTP Shipment	800-BBIP	-	5	-
CyberLink PowerDirector 21 and PhotoDirector 14 Ultra	634-BYFS	-	5	-
Fixed Hardware Configuration	998-FZWS	-	5	-
Internal Speaker	520-AARD	-	5	-
Intel vPro Enterprise	631-BBKK	-	5	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	5	-
SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	5	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	5	-
ProSupport Plus: Accidental Damage Service, 39 Months	803-8773	-	5	-
ProSupport Plus: Keep Your Hard Drive, 39 Months	803-8801	-	5	-
ProSupport Plus: Next Business Day Onsite, 39 Months	803-8829	-	5	-
ProSupport Plus: 7x24 Technical Support, 39 Months	803-8885	-	5	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	5	-
No Accidental Damage Selected	981-4619	-	5	-

Subtotal:	\$4,834.52
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$4,834.52

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on [MONTH, DAY, YEAR] by and between Oklahoma Department of Mental Health and Substance Abuse Services, of 2000 N. Classen Blvd. Suite 2-600, Oklahoma City, Oklahoma 73106 (hereinafter referred to as "ODMHSAS") and Partner, [NAME] of [ORGANIZATION], [CITY], Oklahoma (hereinafter referred to as "Partner") for the purpose of achieving the various aims and objectives relating to the Overdose Prevention Vending Machine (the "Project").

WHEREAS ODMHSAS and Partner desire to enter into an agreement in which ODMHSAS and Partner will work together to complete the Project;

AND WHEREAS ODMHSAS and Partner desire to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Overdose Prevention Vending Machine between ODMHSAS and Partner.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

a. Services to be rendered by ODMHSAS include:

ODMHSAS will provide the physical vending machine with one full supply of inventory. Additional inventory will be provided as needed.

b. Services to be rendered by Partner include:

Resources

Partner agrees to display the vending machine in an area that is preferably protected from direct sunlight and also has access to a standard power supply. Partner also agrees to notify ODMHSAS should the machine be damaged, stolen, vandalized or unable to render services.

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

1. ODMHSAS agrees to provide the following financial, material and labor resources in respect of the Project:

ODMHSAS will deliver and complete initial setup for the vending machine and provide access to training materials for Partner staff members who will be ensuring the machine remains in good working order.

2. Partner hereby agrees to provide the following financial, material and labor resources in respect of the Project:

Partner staff will be responsible for ensuring the machine remains in good working order and also to refill inventory as needed so that the machine remains stocked at all times.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project. ODMHSAS should approve any external promotions or media promotions in advance or interviews, recordings or productions.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene in Oklahoma City, Oklahoma consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from [MONTH, DAY, YEAR] until one year hence. The term can be extended only by

agreement of all the Partners. This ensures the community is able to locate resources and can rely on those services over listed in the annual agreement.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Oklahoma.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a.
- b.
- c.

Each Partner will work together in a coordinated fashion for the fulfillment of the Project.

In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.

To the extent possible, each Partner will participate in the development of the Project.

3. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
4. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
5. This Memorandum will be effective upon the signature of both Partners.
6. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Overdose Prevention Vending Machine:

Signatories

This Agreement shall be signed on behalf of Oklahoma Department of Mental Health and Substance Abuse Services by Katie Lenhart, Digital Media Manager, and on behalf of Partner by [NAME], its [TITLE]. This Agreement shall be effective as of the date first written above.

By:

Date:

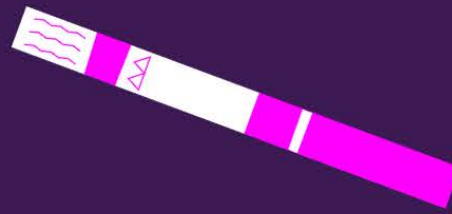
Katie Lenhart, its Digital Media Manager

By:

Date:

Partner

[NAME], its [TITLE]



Nearly 90% of overdoses in Oklahoma are accidental.

Source: CDC, National Center for Health Statistics



Frequently Asked Questions:

Q: Do I have to refill the product?

A: ODMHSAS will refill the product for you.

Q: How is the product dispensed?

A: The user utilizes the touch screen to determine what product is dispensed, then enters their zip code.

Q: What is the cost of the product?

A: The products in this machine are offered at no cost.

Q: How is the product used?

A: Instructions are provided on the packaging, as well as online at okimready.org.

By providing naloxone and fentanyl test strips, YOU are making a difference in your community.

GET IT?

GOT IT.

GOOD!



OKLAHOMA
Mental Health &
Substance Abuse

OKIMREADY.ORG

NALOXONE AND FENTANYL TEST STRIPS
SAVE LIVES.



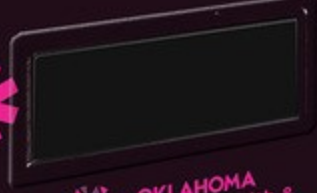
**NALOXONE
SAVES
LIVES.**

GET IT. GOT IT. GOOD!

OKLAHOMA
Mental Health &
Substance Abuse



When prompted,
enter your zip code to
complete your request.
To learn more, visit the
QR code below.



OKLAHOMA
Mental Health &
Substance Abuse

OKIMREADY.ORG

August 9th, 2023

To: Chief B.K. Young and Assistant Chief James Baumert (Pryor Fire Department)

Subject: Resignation

Please accept this letter as my formal resignation as a Volunteer FireFighter at Pryor Fire Department, effective August 9th, 2023.

These past 2 years have been amazing and I'm grateful for everything that I've had the chance to experience. Recently I've gotten a promotion at my primary job and new career opportunities have also appeared, which have limited my time for my family and career. This was a difficult decision but I have decided to step back from the fire department since I can no longer devote the proper amount of time to it.

I sincerely appreciate everything that I have learned from the fire department and hope to have the opportunity to come back in the future.

Sincerely,

A handwritten signature in black ink that reads "Treyton Fetherston". The signature is written in a cursive style with a large, prominent 'T' and 'F'.

Treyton Fetherston

**CITY OF PRYOR CREEK
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of City of Pryor Creek (the "Employer").

With respect to the amendment and restatement of the City of Pryor Creek Retirement Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended and restated effective 05/01/2023, in the form attached hereto, which Plan is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Employer be, and they hereby are, authorized and directed to execute the Plan on behalf of the Employer;

RESOLVED FURTHER: That Courtney Davis and Zac Doyle are hereby retained as the Trustees of the Plan; and that effective May 1, 2023, Larry Lees shall be removed as Trustee of the Plan;

RESOLVED FURTHER: That an authorized representative of the Employer shall see that a copy of this Formal Record of Action be delivered to Larry Lees as notice of his removal;

RESOLVED FURTHER: That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated: _____

Zac Doyle, Mayor

Courtney Davis, City Clerk

SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be **executed on** _____

CITY OF PRYOR CREEK:

Signature: _____

Print Name: Lisa Malone

Title/Position: Assistant City Clerk

Signature: _____

Print Name: Zac Doyle

Title/Position: Mayor

Signature: _____

Print Name: Courtney Davis

Title/Position: City Clerk

IN WITNESS WHEREOF, the parties have caused this Trust to be **executed on** _____

CITY OF PRYOR CREEK:

Signature: _____

Print Name: Lisa Malone

Title/Position: Assistant City Clerk

TRUSTEES:

Courtney Davis

Zac Doyle

Default Your loan will be in default if a scheduled payment is not made by the end of the "cure period." The "cure period" is the repayment period allowed by the Plan Administrator which will not extend beyond the last day of the calendar quarter following the calendar quarter during which the last scheduled installment payment was due and not paid. To fully understand the potential tax consequences in the event of a loan default, you are encouraged to seek professional tax advice before requesting a loan.

Coordination with Qualified Domestic Relations Orders ("QDROs") No loan will be approved if the Plan Administrator is reviewing a domestic relations order that may affect your benefit under the Plan.

Special Rules for Military Leave If you are called into or volunteer for military service, special provisions may apply. You may request a loan suspension during your leave and choose from the following repayment methods upon your return to employment: (a) re-amortize the remaining loan balance; (b) repay all suspended loan payments at the end of your leave; or (c) continue payments under the prior rate and make a balloon payment at the end of the term. If you refinance the loan, you may extend the repayment period to the date that includes the latest date the loan repayment period could have been scheduled for (if the original term was less than five years) plus the period during which the loan was suspended. (See the note above regarding interest rates.)

As Plan Administrator, I hereby approve these loan procedures.

_____ **Dated:** _____
Plan Administrator's Signature

Lisa Malone / Assistant City Clerk

Print Name & Title

CITY OF PRYOR CREEK RETIREMENT PLAN

Prepared by:



CITY OF PRYOR CREEK RETIREMENT PLAN

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**ADOPTION AGREEMENT #002
GOVERNMENTAL MONEY PURCHASE NON-STANDARDIZED PLAN**

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a tax-exempt plan under Code section 401(a). The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

EMPLOYER INFORMATION

NOTE: An amendment is not required to change the responses in items 1-10 below.

NOTE: The Plan Sponsor must be an entity that is eligible to adopt a governmental plan as defined in Code section 414(d).

1. Name of adopting employer (Plan Sponsor): City of Pryor Creek
2. Address: 12 North Rowe Street
3. City: Pryor
4. State: OK
5. Zip: 74361
6. Phone number: 918-825-0888
7. Fax number: _____
8. Plan Sponsor EIN: 73-6005386
9. Plan Sponsor fiscal year end: 06/30
10. State of organization of Plan Sponsor: Oklahoma

PLAN INFORMATION

SECTION A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: 002
2. Plan name:
 - a. City of Pryor Creek Retirement Plan
 - b. _____

NOTE: A.1 is optional.

3. **Effective Date**
 - a. Original effective date of Plan: 01/01/1986
 - b. This is a restatement of a previously-adopted plan. Effective date of Plan restatement: 05/01/2023

NOTE: The dates specified above in A.3a or A.3b may not be earlier than the first day of the Plan Year during which the Plan is adopted or amended and restated by the Plan Sponsor.

4. **Plan Year**
 - a. Plan Year means each consecutive 12-month period ending on 10/31 (e.g. December 31)
 - b. The Plan has a Short Plan Year. The Short Plan Year begins _____ and ends _____
 - i. In the event of a Short Plan Year, service conditions will be pro-rated based on months for the following purposes:
 - None
 - All purposes (i.e., eligibility, allocation conditions, and vesting)
 - Other: _____

NOTE: The provisions of A.4b apply only in the event of an initial Plan Year. A Short Plan Year for reasons other than the initial Plan Year requires a Plan amendment.

5. **Limitation Year means:**
 - a. Plan Year
 - b. calendar year
 - c. Other: _____

NOTE: If "Other" is selected, the Limitation Year must be a consecutive 12-month period.

6. Frozen Plan

- a. The Plan is frozen as to eligibility effective: _____
- b. The Plan is frozen as to benefit accruals effective: _____

Plan Features

7. Employee Contributions (Section 4.01)

a. Mandatory Employee Contributions (pick-up contributions) are permitted under the Plan:

- i. Yes, _____% of Plan Compensation
- ii. Yes, salary schedule according to the chart below:

<u>Salary Range</u>	<u>Mandatory Employee Contributions</u>
---------------------	---
- iii. Yes, other fixed method: _____
- iv. No

b. Voluntary (After-Tax) Contributions are permitted under the Plan:

- i. Yes
- ii. No
- iii. Formerly Allowed

c. Mandatory After-Tax Employee Contributions are permitted under the Plan:

- i. Yes, _____% of Plan Compensation
- ii. Yes, salary schedule according to the chart below:

<u>Salary Range</u>	<u>Mandatory After-Tax Employee Contributions</u>
---------------------	---
- iii. Yes, other fixed method: _____
- iv. No

NOTE: If A.7a is "No", questions regarding Mandatory Employee Contributions are disregarded.

NOTE: If other method (A.7a.iii or A.7c.iii) is selected, the method must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Compensation

8. Statutory Compensation

a. Definition of Statutory Compensation (as defined in Article 2 of the Basic Plan Document):

- i. Section 415 Compensation
- ii. W-2 Compensation
- iii. Withholding Compensation
- iv. Section 415 Safe Harbor Option

b. Include deemed Code section 125 compensation in definition of Statutory Compensation.

c. Include Post Severance Compensation in definition of Statutory Compensation.

d. Include Post Year End Compensation in definition of Statutory Compensation.

9. Plan Compensation

a. Definition of Plan Compensation (as defined in Article 2 of the Basic Plan Document) for purposes of allocations will be Statutory Compensation with the following exclusions:

	Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
i. No Exclusions	<input type="checkbox"/>	<input type="checkbox"/>
ii. Pay earned before participation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Amounts which are contributed by the Employer pursuant to a salary reduction agreement and not includible in the gross income of the Participant under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457	<input type="checkbox"/>	<input type="checkbox"/>
iv. All of the following benefits (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas. Reg. section 1.414(s)-1(c)(3))	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v. Differential military pay as defined in Code section	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3401(h)(2)

- vi. Final Paycheck Pay
 - vii. Post Severance Compensation
 - viii. Post Year End Compensation
 - ix. Other adjustments (e.g., commissions, bonuses, etc.): all
- forms of Compensation other than those considered base wages or salary**

NOTE: If any exclusions are selected which do not meet the safe harbor exclusions as described under Section 414(s) Compensation, the definition of Plan Compensation will cause the Plan to fail to qualify for any contribution safe harbors, such as the permitted disparity allocation or safe harbor contributions.

NOTE: If "Other adjustments" is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: See Section 4.01(c) for rules regarding elections for bonuses or other special pay.

- b. Plan Compensation is determined over the period specified below ending with or within the Plan Year:
 - i. Plan Year
 - ii. calendar year
 - iii. Plan Sponsor Fiscal Year
 - iv. Limitation Year
 - v. Other 12-month period beginning on: _____ (enter month and day)

Definitions

10. Disability

Definition of Disability

- a. The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.
- b. Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
- c. Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.
- d. Pursuant to other Employer Disability Plan. The Participant is eligible to receive benefits under an Employer-sponsored disability plan.
- e. Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written policy.
- f. Other: _____

NOTE: If "Other" is selected, the definition provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

11. Choice of Law/State Law

- a. Name of state or commonwealth for choice of law (Section 12.05): Oklahoma
- b. Enter any state law provisions that apply to the Plan: _____

NOTE: Only state law and regulations may be entered in A.11b. The Plan may not violate applicable state law.

SECTION B. ELIGIBILITY

Exclusions

1. The term "Eligible Employee" shall not include (Check items as appropriate):

- | | Mandatory/Voluntary/Mandatory After-Tax Contributions | Pension Contributions |
|--------------------|--|-------------------------------------|
| a. No Exclusions | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Union Employees | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- c. Leased Employees
- d. Non-Resident Alien
- e. Other Employees (Section 3.06(a)): Police Officers and Fire Fighters as well as Part-time Employees working 25 or fewer hours per week

NOTE: If "Other Employees" is selected, the definition provided must be objectively determinable and may not name a specific individual or be specified in a manner that is subject to Employer discretion.

2. Opt-Out

An Employee may irrevocably elect not to participate in the Plan.

NOTE: If the Plan provides for Mandatory Employee Contributions (A.7a.iv is not selected), B.2 shall not apply to Mandatory Employee Contributions.

Eligibility Service Rules

3. Other Employer Service

Count service with employers other than the Employer for eligibility purposes. List other employers along with any limitations: _____

4. Special Participation Date

a. Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ shall become eligible to participate in the Plan as of _____

b. The Plan provides conditions or limitations on immediate participation: _____

NOTE: Describe the conditions or limitations that apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Eligibility for All Contribution Types

5. Age Requirement for Plan Participation

	Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a. Age Requirement	n/a	18

6. Service Requirement for Plan Participation

	Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a. No Minimum Service	<input type="checkbox"/>	<input type="checkbox"/>
b. Completion of _____ Year(s) of Eligibility Service - Elapsed Time	<input type="checkbox"/>	<input type="checkbox"/>
c. Completion of _____ Hours of Service (not to exceed 1,000) in a _____ month period (not to exceed 12; hours of service failsafe applies)	<input type="checkbox"/>	<input type="checkbox"/>
d. Completion of _____ Hours of Service (not to exceed 1,000) within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed	<input type="checkbox"/>	<input type="checkbox"/>
e. Completion of <u>6</u> month(s) of service - Elapsed Time	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Completion of _____ day(s) of service - Elapsed Time	<input type="checkbox"/>	<input type="checkbox"/>
g. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
h. Additional Requirements: _____	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: If "Other" is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: Any "Additional Requirements" provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

7. Entry Dates

	Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a. Immediate	<input type="checkbox"/>	<input type="checkbox"/>
b. First day of each payroll period	<input type="checkbox"/>	<input type="checkbox"/>
c. First day of the calendar month	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. First day of each Plan quarter	<input type="checkbox"/>	<input type="checkbox"/>
e. First day of the first month and seventh month of the Plan Year	<input type="checkbox"/>	<input type="checkbox"/>
f. First day of the Plan Year	<input type="checkbox"/>	<input type="checkbox"/>
g. Other:	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: If B.7g is selected, the other entry date must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

8. Entry Timing for Plan Participation

An Eligible Employee shall become a Participant on the entry date that is:

	Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a. Coincident with or next following the date the eligibility requirements are met	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Next following the date the eligibility requirements are met	<input type="checkbox"/>	<input type="checkbox"/>
c. Coincident with or immediately preceding the date the eligibility requirements are met	n/a	<input type="checkbox"/>
d. Immediately preceding the date the eligibility requirements are met	n/a	<input type="checkbox"/>
e. Nearest to the date the eligibility requirements are met	n/a	<input type="checkbox"/>

NOTE: If B.7a. is selected, an Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions immediately upon meeting the eligibility requirements.

Transfers/Rehires

9. Transfers/Rehires

- a. If an Employee either (1) upon rehire again qualifies as an Eligible Employee, (2) or if not previously an Eligible Employee who due to a change in status becomes an Eligible Employee, he shall become a Participant with respect to the contributions for which the eligibility requirements have been satisfied (Section 3.05):
 - i. as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
 - ii. on the entry date as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
- b. An individual who has satisfied the applicable eligibility requirements set forth in Article 3 before his rehire date, and who is subsequently reemployed by the Employer as an Eligible Employee shall resume or become a Participant (Section 3.05):
 - i. immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied
 - ii. on the entry date coincident with or next following his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

SECTION C. CONTRIBUTIONS

Voluntary Contributions

NOTE: If A.7b is "Yes" (Voluntary Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.7 shall be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

1. Minimum and Maximum Voluntary Contributions

- a. Minimum Voluntary Contribution: _____
- b. Maximum Voluntary Contribution: _____
- c. Other limits on Voluntary Contributions apply: _____

NOTE: C.1a and C.1b may not be more than 100% of Plan Compensation.

NOTE: If C.1c is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Pension - Service

NOTE: An Eligible Employee who has met the requirements of B.5 through B.7 and who has satisfied the following requirements shall be eligible to receive an allocation of Pension Contributions during the applicable Plan Year.

2. Allocation Service Requirements for Pension Contributions

- a. None
- b. In order to share in the allocation of Pension Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year _____
- c. In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year
- d. In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

NOTE: C.2b and C.2c are inapplicable if C.2a or C.2d is selected.

3. Exceptions to Allocation Service Requirements for Pension Contributions

- a. A Participant whose employment terminates on the last day of the Plan Year is treated as being employed by the Employer on the last day of the Plan Year.
- b. Modify Hour of Service requirement or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:
 - i. death
 - ii. Disability
 - iii. attainment of Normal Retirement Age
 - iv. attainment of Early Retirement Age
- c. Any Hour of Service requirement and last day requirement shall be modified as follows:
 - i. Waive both the Hour of Service requirement and last day requirement
 - ii. Waive the Hour of Service requirement only
 - iii. Waive last day requirement only
- d. The following other modifications shall be made to the requirements specified in C.2-3c: _____

NOTE: Other modifications must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Pension Contributions - Formula

4. Pension allocation formula. The Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 as follows (Section 4.03):

- a. Pro rata. In the amount of _____ to be allocated in the ratio that each Participant's Plan Compensation bears to the Plan Compensation of all eligible Participants.
- b. Points. In the amount of _____ to be allocated as described in C.5.
- c. Fixed Amount. In the amount of _____ to be allocated by dividing the total amount by the number of Participants eligible to share in such contribution.
- d. Defined Groups. See C.6
- e. Other fixed formula: 9% of the Participant's Base Compensation

NOTE: If B.4e is selected, the other fixed formula must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

5. Pension Contribution - Points

If C.4b is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 in the ratio that such Participant's points bears to the points of all eligible Participants.

Each Participant shall receive to the extent provided in C.5a: (a) the points described in C.5d for each year of age he has attained (as of his

birthday during such Plan Year), (b) the points described in C.5c for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement in Article 4) applicable to Pension Contributions, and (c) the points described in C.5b for each \$_____ of Plan Compensation he has earned for such Plan Year.

- a. Points will be computed on basis of:
 - i. Age, Service and Plan Compensation
 - ii. Age and Service
 - iii. Age and Plan Compensation
 - iv. Service and Plan Compensation
 - v. Age Only
 - vi. Service Only
- b. Points awarded for \$_____ of Plan Compensation: _____
- c. Points awarded for each year of participation: _____
- d. Points awarded for each year of age: _____

NOTE: C.5b, C.5c and C.5d apply to the extent that C.5a provides points for Plan Compensation, Years of Service or age, respectively.

6. Pension Contribution- Defined Groups

If C.4d is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 in an amount designated by the Employer to be allocated to each group described in C.6. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Pension Contributions in the method as specified in C.6 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.

- a. Group One: _____ An amount equal to:
 - i. A percentage of Plan Compensation _____
 - ii. A fixed dollar amount _____
 - iii. the greater of i. or ii.

NOTE: Groups must be defined in a manner that is objectively determined with no Employer discretion. Groups may not be designed so that the permanency requirement of Treas. Reg. section 1.401-1(b)(2) is violated.

NOTE: See Section 3.06 for rules regarding eligibility requirements.

7. Determination Period for Pension Contributions

- a. Pension Contributions are determined at the following time(s):
 - i. End of Plan Year
 - ii. Semi-annually
 - iii. Quarterly
 - iv. Each calendar month
 - v. Each pay period
- b. Minimum and Maximum Pension Contributions
 - i. Allocations of Pension Contributions for a Participant shall be subject to a minimum amount: _____
 - ii. Allocations of Pension Contributions for a Participant shall be subject to a maximum amount: _____

NOTE: Any service requirements specified in C.2 through C.3 shall be applied pro rata to the period selected in this C.7a. Any last day rule specified in C.2 through C.3 shall be applied as of the end of each period selected in this C.7a.

8. Paid Time Off

- a. The Employer will contribute a Participant's unused paid time off (vacation or sick leave) as a Pension Contribution to the Plan. Unused paid time off shall be contributed to the Plan:
 - i. Each Plan Year
 - ii. Upon Termination
- b. The following limitations/conditions shall apply: _____

NOTE: Any unused paid time off where the Participant has the right to request cash payment is not eligible for contribution to the Plan under this C.8.

NOTE: The unused paid time off contributions must be contributed by multiplication of the Participant's current daily rate of pay against the amount of accrued unpaid leave.

NOTE: Paid time off contributions must conform with Revenue Rulings 2009-31 and 2009-32.

9. Pension - Disability

- Allocate Pension Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(d)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the _____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(d).

10. Collective Bargaining Agreement

- a. In addition to the formula selected in C.4, an amount necessary to meet the Employer's requirements under an applicable collective

bargaining agreement shall be allocated as follows: _____

- b. The collective bargaining allocations will offset other Employer contribution allocations that would otherwise be made to a Participant:
- i. Yes - Pension contributions only
 - ii. No
 - iii. Other: _____

NOTE: C.4-7 (amount, timing, maximum and minimum Pension Contributions) will not apply to collectively bargained contributions. Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in C.10b.

Other Contributions

11. Prevailing Wage

- a. The Employer will make a prevailing wage contribution for each Participant who performs an hour or more of service under a public contract subject to the Davis-Bacon Act. The formula for allocating prevailing wage contributions shall be specified in the Prevailing Wage Addendum to the Adoption Agreement. The contribution allocated will be dependent on the Participant's job classification and the hourly rate established:
- i. by the applicable federal, state, or municipal prevailing wage laws.
 - ii. in the Prevailing Wage Addendum to the Adoption Agreement.
- b. Offset of other contributions:
- i. Any other Pension Contribution allocations that would otherwise be made to a Participant
 - ii. Other: _____

NOTE: If C.11a.ii is selected, the Prevailing Wage Addendum entry should include job classifications and applicable hourly rates. To the extent the hourly rates established in the Prevailing Wage Addendum result in a smaller contribution than is required under the applicable federal, state, or municipal prevailing wage laws, the Plan Administrator retains the discretion to make the larger contribution as the prevailing wage contribution.

12. Rollovers

Rollover Contributions are permitted (Section 4.04):

- a. No
- b. Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan
- c. Yes - Only active Participants may make a Rollover Contribution
- d. Yes - _____ Participants may make a Rollover Contribution

NOTE: The Plan Administrator must use its discretion in a consistent and nondiscriminatory manner.

13. Deemed IRAs

The Plan may accept voluntary contributions to deemed IRAs (Section 4.08)

14. Death or Disability During Qualified Military Service

For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Employer on the day preceding death or Disability and terminated employment on the day of death or Disability pursuant to Code section 414(u)(9) (Section 6.02).

15. 415 Additional Language

Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: _____.

SECTION D. VESTING

Vesting Schedules

1. Pension

Pension Contribution Account Vesting Schedule:

- a. 100%
- b. _____ year cliff
- c. Other:
 - i. Other Pension Schedule - less than 1 year: 0%
 - ii. Other Pension Schedule - 1 years but less than 2 years: 0%
 - iii. Other Pension Schedule - 2 years but less than 3 years: 20%
 - xii. Other Pension Schedule - 11 years but less than 12 years: 100%
 - xiii. Other Pension Schedule - 12 years but less than 13 years: 100%
 - xiv. Other Pension Schedule - 13 years but less than 14 years: 100%

- iv. Other Pension Schedule -
3 years but less than 4 years: 40%
- v. Other Pension Schedule -
4 years but less than 5 years: 60%
- vi. Other Pension Schedule -
5 years but less than 6 years: 80%
- vii. Other Pension Schedule -
6 years but less than 7 years: 100%
- viii. Other Pension Schedule -
7 years but less than 8 years: 100%
- ix. Other Pension Schedule -
8 years but less than 9 years: 100%
- x. Other Pension Schedule -
9 years but less than 10 years: 100%
- xi. Other Pension Schedule -
10 years but less than 11 years: 100%

- xv. Other Pension Schedule -
14 years but less than 15 years: 100%
- xvi. Other Pension Schedule -
15 years but less than 16 years: 100%
- xvii. Other Pension Schedule -
16 years but less than 17 years: 100%
- xviii. Other Pension Schedule -
17 years but less than 18 years: 100%
- xix. Other Pension Schedule -
18 years but less than 19 years: 100%
- xx. Other Pension Schedule -
19 years but less than 20 years: 100%
- xxi. Other Pension Schedule -
20 years: 100%

NOTE: A cliff vesting schedule means no vesting is provided until the Participant meets the number of Years of Vesting Service provided in D.1b.

NOTE: D.1b and D.1c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all Participants are qualified public safety employees within the meaning of Code section 72(t)(10)(B), the limit is increased to 20.

NOTE: D.1c may provide for a graded vesting schedule of up to 5 to 20 years.

2. Other Vesting Schedule

The Plan has another vesting schedule: _____

NOTE: The vesting schedule in D.2 is in addition to the vesting schedule in D.1.

NOTE: The other vesting schedule must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

Vesting Service Rules

NOTE: If D.1a is selected and D.2 is not selected, the remaining options in section D.3-7 are inapplicable.

3. Vesting Computation Period

- a. Calendar year
- b. Plan Year
- c. The consecutive 12-month period commencing on the date the Employee first performs an Hour of Service; each subsequent consecutive 12-month period shall commence on the anniversary of such date
- d. Other: _____

NOTE: D.3d must be based on creditable years of service.

4. Other Employer Service

Count service with employers other than the Employer for vesting purposes. List other employers for which the service applies along with any limitations: _____

5. Vesting Exceptions (Section 6.02)

- a. Death. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee.
- b. Disability. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee.
- c. Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee.

6. Vesting Exclusions

- a. Exclude Years of Vesting Service earned before age 18.
- b. Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan.

7. Vesting Forfeitures

- a. Upon termination, nonvested account balances shall be forfeited
 - i. as soon as administratively feasible
 - ii. other timeframe: _____
- b. Upon receiving a distribution, the nonvested portion of the account shall be forfeited
 - i. as soon as administratively feasible
 - ii. other timeframe: _____

NOTE: The other timeframes must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

8. Forfeitures and Re-employment

- a. forfeited account balances shall be restored and continue to vest (select any of the following if applicable)
 - i. only if the period of severance was less than or equal to the following period _____
 - ii. only to the extent the vested account balance was not distributed
 - iii. only to the extent the vested distributed account balance is restored to the Plan
- b. forfeited account balances shall not be restored

9. Use of Forfeitures

Forfeitures will be used in the following manner (Article 6):

- a. Any permissible method described in Section 6.03(d)
- b. Other: _____

NOTE: If D.9a is selected, forfeitures may be allocated in any manner at the discretion of the Plan Administrator.

NOTE: D.9b is limited to one or a combination of the options described in Section 6.03(d), may be used to further restrict the uses of forfeitures, and must be applied in a consistent and nondiscriminatory manner.

10. Special Vesting Provisions

Provide for special vesting provisions (e.g., 100% vesting as of a certain date, or to set a different vesting schedule for employees based on division): _____

NOTE: The special vesting provisions must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

SECTION E. DISTRIBUTIONS

1. Normal Retirement

Normal Retirement Age means:

- a. Attainment of age (not to exceed 65): 65
- b. Later of attainment of age _____ or the _____ anniversary of Plan participation.
- c. Other: _____

NOTE: Effective Plan Years beginning on or after the later of (1) January 1, 2015 or (2) the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the definition of Normal Retirement Age must satisfy Treas. Reg. section 1.401(a)-1(b) pursuant to IRS Notice 2012-29.

2. Early Retirement

Early Retirement Age means:

- a. None. The Plan does not have an early retirement feature.
- b. Attainment of age _____
- c. Later of attainment of age 55 or 6 years service.
- d. Other: _____

3. Time of Payment (Other than Death)

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

- a. Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.
- b. End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable.
- c. Normal Retirement Age. When the Participant attains Normal Retirement Age.
- d. Other: _____

NOTE: Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

4. Form of Payment (Other than Death)

Medium of distribution from the Plan:

- a. Cash only
- b. Cash or in-kind
- c. Other: _____

5. Default Form of Payment (Other than Death)

a. Unless otherwise elected by the Participant, distributions shall be made in the form of:

- i. Lump sum only
- ii. Other: _____

b. In addition to the form described in E.5a, distributions from the Plan after Termination for reasons other than death may be made in the following forms (select all that apply):

- i. Lump sum only
- ii. Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
- iii. Partial withdrawals - a Participant may withdraw such amounts at such times as he shall elect
- iv. Other: See Principal Retirement Benefit Choices Guide or contact Principal at 1-800-547-7754

NOTE: Any entry in E.5a.ii or E.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

6. Permit Distributions as an Annuity

- Permit distributions in the form of an annuity

NOTE: If E.6 is selected, a Participant/Beneficiary may elect to have the Plan Administrator apply his entire vested Account toward the purchase of an annuity contract, which shall be distributed to the Participant/Beneficiary. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.

7. Payment upon Participant's Death

Distributions on account of the death of the Participant shall be made in accordance with the following:

- a. Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only
- b. Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
- c. Allow extended payments for all Beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)
- d. Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary
- e. Other: _____

NOTE: Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(b) and other requirements of Article 7.

8. Beneficiaries

- a. Death benefits when there is no designated beneficiary:

- i. In accordance with Section 7.04(b)
- ii. Other: _____

- b. A beneficiary designation to a spouse shall be automatically revoked upon the legal divorce of the Participant and the spouse.

NOTE: If "Other" is selected, must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

9. Force-Out Provisions

- a. Maximum force-out amount for purposes of Section 7.03 (not to exceed \$5,000): \$5000
 - i. Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance
 - ii. Force-outs will be subject to the automatic rollover provisions of 7.06(c) if over: \$1000
- b. Force-out of a terminated Participant's Account balance is deferred under Section 7.03(b) until:
 - i. Later of age 62 or Normal Retirement Age - payment made in a lump sum only
 - ii. Required Beginning Date - Participant may elect payment in a lump sum or installments
 - iii. Required Beginning Date - payment made in a lump sum only

NOTE: If E.9a is less than \$1,000, E.9a.i may not be selected.

10. Required Beginning Date

Required Beginning Date for a Participant:

- a. Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or retires
- b. Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c. Election. The option provided in E.10a; provided that a Participant may elect to commence distributions pursuant to either E.10a or E.10b

SECTION F. IN-SERVICE WITHDRAWALS

NOTE: See Section 8.05 for limits on in-service distributions.

In-Service Withdrawals

1. Retirement

- a. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts: All Accounts

Other Withdrawals

2. At Any Time (Section 8.03(b))

In-service withdrawals are allowed from the following Accounts at any time:

- a. Voluntary Contribution Account
- b. Rollover Contribution Account

NOTE: If nothing is indicated, no in-service withdrawals are allowed under this Section.

3. Disability

- Allow distributions upon Disability.

4. Other Conditions/Limitations

- The following limitations, conditions or special rules apply to in-service withdrawals: _____

NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (F.1 through F.3).

SECTION G. PLAN OPERATIONS

1. Permitted Investments

- a. Plan may invest in life insurance (Section 9.06)
- b. Participants may invest in a Qualifying Longevity Annuity Contract (Section 9.07)

2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):

- i. All Accounts
- ii. Some Accounts
- iii. None

- b. If "Some Accounts" is selected, a Participant may self-direct the following Accounts:

- i. Mandatory Employee Contribution Account
- ii. Mandatory After-tax Employee Contribution Account
- iii. Pension Contribution Account
- iv. Voluntary Contribution Account
- v. Rollover Contribution Account
- vi. Transfer Account
- vii. Other: _____

- c. Participants may also establish individual brokerage accounts.
- d. Participants may exercise voting rights with respect to investments (Section 9.05).

3. Valuation Date

Enter Valuation Date:

- a. Last day of Plan Year
- b. Last day of each Plan quarter
- c. Last day of each month
- d. Each business day
- e. Other: _____ (Must be at least annually).

4. Plan Administration

- a. Designation of Plan Administrator (Section 10.01):

- i. Plan Sponsor
- ii. Committee appointed by Plan Sponsor
- iii. Other: _____

- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 10.01(c) and 10.02(c)):

- i. Plan Administrator and Investment Fiduciary adopt own procedures
- ii. Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary

- c. The Trustee is also the Investment Fiduciary (Section 10.02):

- i. Yes
- ii. No. The Investment Fiduciary is: _____

- d. Type of indemnification for the Plan Administrator and Investment Fiduciary:

- i. None - the Employer will not indemnify the Plan Administrator or the Investment Fiduciary
- ii. Standard according to Section 10.06
- iii. Provided pursuant to an outside agreement

- e. The following modifications shall be made to the duties of the applicable parties: _____

SECTION H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan shall consist of this Adoption Agreement #002, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement.

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2017-41 and any superseding guidance. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2017-41 and any superseding guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The Pre-Approved Plan Provider will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Pre-Approved Plan Provider, CCH Incorporated, DBA ftwilliam.com may be contacted at 1245 E. Washington Ave., Ste. 101 Madison, WI 53703; 414-226-2442.

SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed on _____

CITY OF PRYOR CREEK:

Signature: _____

Print Name: Lisa Malone

Title/Position: Assistant City Clerk

Signature: _____

Print Name: Zac Doyle

Title/Position: Mayor

Signature: _____

Print Name: Courtney Davis

Title/Position: City Clerk

SECURE/CARES/CAA ADDENDUM

This Addendum is intended as a good faith effort to comply with the requirements of the Further Consolidated Appropriations Act, 2020, including the SECURE Act provisions, the Coronavirus, Aid, Relief and Economic Security (CARES) Act, and the Consolidated Appropriations Act, 2021 (CAA), and corresponding guidance (the "Applicable Law"). This Addendum is to be construed in accordance with the Applicable Law and both the Addendum and the Applicable Law will supersede any inconsistent Plan provisions.

OPTIONAL PROVISIONS:

For each item below, if the check boxes are empty, the *italicized* provision will apply.

1. Qualified Birth or Adoption Distributions (see Section A. below)

The Plan does not permit qualified birth or adoption distributions as a separate distribution event.

- Effective _____ (no earlier than 01/01/2020), the Plan permits qualified birth or adoption distributions as a separate distribution event.
- The following limitations and conditions apply: _____.

2. Treatment of 2020 RMDs (see Section B. below)

*Effective 01/01/2020, unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.*

Effective _____ (no earlier than 01/01/2020):

- Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.
- Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will receive this distribution.

3. 2020 RMDs as Direct Rollovers (see Section B. below)

A direct rollover is not offered for 2020 RMDs or Extended 2020 RMDs.

For purposes of the direct rollover provisions of the Plan, the following will be treated as eligible rollover distributions in 2020:

- 2020 RMDs.
- 2020 RMDs and Extended 2020 RMDs.
- 2020 RMDs, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code section 401(a)(9)(I).

4. Portability of Lifetime Income Options (see Section F. below)

The Plan does not permit "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options.

- The Plan permits "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options when such investment options are no longer authorized to be held as an investment option under the Plan effective: _____ (no earlier than the plan year beginning after 12/31/2019).
- The following limitations and conditions apply: _____.

5. In-Service Withdrawals

The existing Plan provisions, if any, remain in effect for distributions to a Participant who has not separated from employment (e.g., age cannot be less than 62).

- Effective _____ (no earlier than 01/01/2020), the Plan permits distributions to a Participant who has not separated from employment if the Participant attains: _____ (age cannot be less than 59-1/2).

STANDARD PROVISIONS:

A. Qualified Birth or Adoption Distributions

To the extent provided above, a Participant may receive a distribution up to \$5,000 during the 1-year period beginning on the date on which the Participant's child is born or on which the legal adoption by the Participant of an eligible adoptee is finalized. An eligible adoptee is any individual (other than a child of the Participant's spouse) who has not attained age 18 or is physically or mentally incapable of self-support. The \$5,000 maximum is an aggregate amount of such distributions from all plans maintained by the Employer.

B. Required Minimum Distributions

In defining Required Beginning Date or determining required minimum distributions, any references to age 70-1/2 are replaced with: age 70-1/2 (for Participants born before 07/01/1949) or age 72 (for Participants born after 06/30/1949).

Notwithstanding other provisions of the Plan to the contrary and if selected above, a Participant or beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of 04/01/2021) but for the enactment of section 401(a)(9)(l) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either: (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), may receive those distributions.

C. Distribution on Account of Death for Certain Eligible Retirement Plans

Whether before or after distribution has begun, a Participant's entire interest will be distributed to the designated beneficiary by 12/31 of the calendar year containing the tenth anniversary of the Participant's death unless the designated beneficiary meets the requirements of an "eligible designated beneficiary". An "eligible designated beneficiary" may receive distributions over the life of such designated beneficiary. If there is no designated beneficiary as of 09/30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by 12/31 of the calendar year containing the fifth anniversary of the Participant's death.

An "eligible designated beneficiary" is defined as any designated beneficiary who is: (i) the surviving spouse of the Participant; (ii) a minor child of the Participant; (iii) disabled; (iv) a chronically ill individual; or (v) an individual who is not more than 10 years younger than the Participant. The determination of whether a designated beneficiary is an "eligible designated beneficiary" is made as of the date of death of the Participant. If an "eligible designated beneficiary" dies before the portion of the Participant's interest is entirely distributed, the remainder of such portion must be distributed within 10 years after the death of such "eligible designated beneficiary".

D. Qualified Automatic Contribution Arrangement (QACA)

If a Qualified Automatic Contribution Arrangement (QACA) feature is elected, the Plan Administrator has the discretion to increase automatic elections subsequent to the initial period up to a maximum limitation of 15% of Plan Compensation.

E. Safe Harbor Notice

If the non-elective contribution method is elected for safe harbor plan exemption (including under a Qualified Automatic Contribution Arrangement), effective for Plan years beginning on or after 01/01/2020, the safe harbor notice is not required for satisfying the conditions of Code sections 401(k)(12) or 401(k)(13).

F. Portability of Lifetime Income Investments

To the extent provided above, any amounts invested in a "lifetime income investment" may be distributed through either "qualified distributions" or "qualified plan distribution annuity contracts" no earlier than 90 days prior to the date that such "lifetime income investment" may no longer be held as an investment option under the Plan.

The following terms are used in this section:

"Qualified distribution" means a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to an eligible retirement plan (as defined in Code section 402(c)(8)(B)).

"Qualified plan distribution annuity contract" means an annuity contract purchased for a Participant and distributed to the Participant by a plan or contract described in subparagraph (B) of Code section 402(c)(8) (without regard to clauses (i) and (ii) thereof).

"Lifetime income investment" means an investment option which is designed to provide an employee with election rights which: (a) are not uniformly available with respect to other investment options under the plan, and (b) are to a "lifetime income feature" available through a contract or other arrangement offered under the plan (or under another eligible retirement plan (as so defined), if paid by means of a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to such other eligible retirement plan).

"Lifetime income feature" means: (a) a feature which guarantees a minimum level of income annually (or more frequently) for at least the remainder of the life of the employee or the joint lives of the employee and the employee's designated beneficiary, or (b) an annuity payable on behalf of the employee under which payments are made in substantially equal periodic payments (not less frequently than annually) over the life of the employee or the joint lives of the employee and the employee's designated beneficiary.

G. Disaster or Coronavirus-Related Relief

Notwithstanding any provision of the Plan to the contrary, the Plan may grant temporary disaster or coronavirus-related relief in compliance with Code sections 1400M and 1400Q, section 15345 of the Food, Conservation, and Energy Act of 2008, section 702 of the Heartland Disaster Tax Relief Act of 2008, section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, section 11028 of the Tax Cuts and Jobs Act of 2017, section 20102 of the Bipartisan Budget Act of 2018, subtitle II of Division Q of the Further Consolidated Appropriations Act, 2020, section 2202 of the Coronavirus, Aid, Relief and Economic Security Act, and Title III of Division EE of the Consolidated Appropriations Act, 2021 ("Applicable Law"). This Section only applies to the extent the Plan has provided some or all of the relief listed below in compliance with Applicable Law.

A. Qualified Distributions

- I. "Qualified Distribution" means a distribution to a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law which may not exceed \$100,000 in aggregate from all plans maintained by the Employer.
- II. If the Plan permits rollover contributions, at any time during the 3-year period beginning on the day after the Qualified Distribution was received, an individual may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the Qualified Distribution.
- III. If the Plan permits rollover contributions, an individual who received a withdrawal for the purchase of a home, but could not use the withdrawal amount due to the disaster, may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the withdrawal amount within the applicable time periods as defined in the relevant sections of Applicable Law.

B. Expanded Loan Provisions

- I. The maximum loan limit under Code section 72(p)(2)(A) may be applied by substituting "\$100,000" for "\$50,000" and substituting "the present value" for "one-half the present value" under the Loan Procedures for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.
- II. The loan repayment may be delayed for 1 year for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.
- III. Subsequent repayments will be adjusted to reflect the 1-year delay and any interest accrued during such delay.
- IV. The 1-year delay will be disregarded in determining the 5-year maximum term of loans under Code section 72(p)(2)(B) and (C).

H. Difficulty of Care Payments Included in Statutory Compensation

In determining the contribution limitation, Statutory Compensation will be increased by qualified foster care payments. Qualified foster care

payments are difficulty of care payments excluded from gross income under Code section 131. Any contribution by the Participant which is allowable due to such increase is treated as an after-tax contribution.

I. Long-Term, Part-Time Employees

Notwithstanding any provision of the Plan to the contrary, effective for Plan years beginning after 12/31/2020, any Employee working at least 500 hours of service during each of three consecutive 12-month periods ("LTPT Employee") becomes a Participant eligible to make Elective Deferrals on the date specified in the Plan provided that he or she is an Eligible Employee and has attained the applicable age requirement, if any, on such date. No 12-month period beginning before 01/01/2021 is taken into account. Each 12-month period for which an LTPT Employee has at least 500 hours of service is treated as a year of service for vesting purposes.

**CITY OF PRYOR CREEK RETIREMENT PLAN
PLAN HIGHLIGHTS**

IMPORTANT: *This is a summary of the Plan features. For full details, please refer to the Plan Document.*

ADMINISTRATIVE INFORMATION

The Plan Sponsor and Plan Administrator is City of Pryor Creek.

Address: 12 North Rowe Street, Pryor, OK 74361

Phone number: 918-825-0888

Employer Identification Number: 73-6005386

Email: malonel@pryorcreek.org

DEFINITIONS

Compensation

Plan Compensation is wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052 over the Plan Year.

Unless otherwise indicated below, Plan Compensation will exclude Deemed 125 Compensation and Post Year End Compensation which includes amounts earned during a year but not paid during that year solely because of the timing of pay periods and pay dates when: (i) these amounts are paid during the first few weeks of the next year; (ii) the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees; and (iii) no compensation is included in more than one year for purposes of all contributions.

The following adjustments will be made to the definition of Plan Compensation:

- For purposes of Pension Contributions, Plan Compensation will exclude wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you have received when you were performing service for the Employer.
- For purposes of Pension Contributions, Plan Compensation will include only that compensation which is actually paid to you by the Employer during that part of the Plan Year that you are eligible to participate in the Plan.
- For purposes of Pension Contributions, Plan Compensation will exclude all of the following items (even if includible in your income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits.
- For purposes of Pension Contributions, Plan Compensation will exclude all forms of Compensation other than those considered base wages or salary.

Disability

Disability means the determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.

Early Retirement Age

Early Retirement Age is the later of attainment of age 55 or the 6 years year anniversary of service.

Eligible Employee

All Employees are eligible to participate in the Plan except those listed below.

- Employees who are included in a unit of employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
- Leased employees.
- Police Officers and Fire Fighters as well as Part-time Employees working 25 or fewer hours per week.

Limitation Year

The Limitation Year is the Plan Year.

Normal Retirement Age

Normal Retirement Age is the attainment of age 65.

Plan Year

The Plan Year is each 12-consecutive month period ending on 10/31.

Required Beginning Date

The Required Beginning Date is the later of age 70-1/2 or retirement.

PENSION CONTRIBUTIONS

Eligibility

Eligible Employees must meet the requirements listed below to receive Pension Contributions.

- Attain age 18.
- Complete 6 months of service.

Eligible Employees will enter the Plan with respect to Pension Contributions on the first day of the calendar month coincident with or next following the date they meet the above eligibility requirements.

Contributions

Pension Contributions will be allocated according to the following formula: 9% of the Participant's Base Compensation.

Vesting

Participants will become vested in their Pension Contributions according to the schedule below.

- | | |
|---|--|
| <p>i. Other Pension Schedule -
less than 1 year:<u>0%</u></p> <p>ii. Other Pension Schedule -
1 years but less than 2 years:<u>0%</u></p> <p>iii. Other Pension Schedule -
2 years but less than 3 years:<u>20%</u></p> <p>iv. Other Pension Schedule -
3 years but less than 4 years:<u>40%</u></p> <p>v. Other Pension Schedule -
4 years but less than 5 years:<u>60%</u></p> <p>vi. Other Pension Schedule -
5 years but less than 6 years:<u>80%</u></p> <p>vii. Other Pension Schedule -
6 years but less than 7 years:<u>100%</u></p> <p>viii. Other Pension Schedule -
7 years but less than 8 years:<u>100%</u></p> <p>ix. Other Pension Schedule -
8 years but less than 9 years:<u>100%</u></p> <p>x. Other Pension Schedule -
9 years but less than 10 years:<u>100%</u></p> <p>xi. Other Pension Schedule -
10 years but less than 11 years:<u>100%</u></p> | <p>xii. Other Pension Schedule -
11 years but less than 12 years:<u>100%</u></p> <p>xii. Other Pension Schedule -
12 years but less than 13 years:<u>100%</u></p> <p>xii. Other Pension Schedule -
13 years but less than 14 years:<u>100%</u></p> <p>xii. Other Pension Schedule -
14 years but less than 15 years:<u>100%</u></p> <p>xii. Other Pension Schedule -
15 years but less than 16 years:<u>100%</u></p> <p>xii. Other Pension Schedule -
16 years but less than 17 years:<u>100%</u></p> <p>xii. Other Pension Schedule -
17 years but less than 18 years:<u>100%</u></p> <p>xii. Other Pension Schedule -
18 years but less than 19 years:<u>100%</u></p> <p>xii. Other Pension Schedule -
19 years but less than 20 years:<u>100%</u></p> <p>xii. Other Pension Schedule -
20 years:<u>100%</u></p> |
|---|--|

DISTRIBUTIONS

Loans

Loans are permitted under the Plan.

Termination of Employment

Upon termination of employment, Participants will be able to take a distribution immediately.

In-Service Distributions - Normal Retirement Age

In-service distributions will be allowed at Normal Retirement Age for the following Accounts: All Accounts.

In-Service Distributions - Rollover Contributions

In-service distributions of Rollover Contributions will be allowed at any time.

In-Service Distributions - Disability

In-service distributions will be allowed on account of Disability.

Note: These Plan highlights are intended to be a very concise overview of the Plan's features. For a detailed description of the Plan's features, please contact the Plan Administrator for more information. The Plan features described in these Plan Highlights are subject to change, and in the event of a discrepancy between the Plan document and these Highlights (or any other summary of Plan features, written or oral), the Plan document will control.

CITY OF PRYOR CREEK RETIREMENT PLAN

TRUST AGREEMENT

2023
CCH Incorporated, DBA ftwilliam.com
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TRUST AGREEMENT

THIS TRUST AGREEMENT is effective 05/01/2023, between City of Pryor Creek (the "Employer"), and Courtney Davis and Zac Doyle (collectively, the "Trustee").

WHEREAS, the Employer sponsors the City of Pryor Creek Retirement Plan (the "Plan") for the benefit of employees eligible to participate therein (the "Participants") and their beneficiaries (the "Beneficiaries");

WHEREAS, the Employer designates the Trustee to act as the trustee of a trust constituting a part of the Plan (the "Trust"), pursuant to which assets are being held to provide for the funding and payment of benefits under the Plan;

WHEREAS, the Trustee is willing to serve as trustee for the Plan and to hold in trust those assets of the Plan that have been and will be transferred to the Trustee in accordance with the provisions of this Agreement (the "Trust Fund");

WHEREAS, the Employer is, or has designated a person(s) to act as, the "Plan Administrator" as that term is defined in the Plan;

WHEREAS, the Employer has designated a fiduciary to select Trust Fund investments and perform other duties with respect to the investment of the Trust Fund (the "Investment Fiduciary");

WHEREAS, the Employer and the Trustee deem it necessary and desirable to enter into a written agreement of trust; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree and declare as follows:

ARTICLE I TRUST FUND

Section 1.01 Trust Fund. A Trust is hereby established or continued under the Plan and the Trustee will maintain a trust account for the Plan and, as part thereof, accounts for such individuals as the Employer shall from time to time give written notice to the Trustee are Participants in the Plan. The Trustee will accept and hold in the Trust Fund such contributions on behalf of Participants as it may receive from time to time from the Employer, including amounts transferred by any prior trustee of the Plan, and such earnings, income and appreciation as may accrue thereon; less losses, depreciation and payments made by the Trustee to carry out the purposes of the Plan. The Trust Fund shall be fully invested and reinvested in accordance with the applicable provisions of the Plan.

Section 1.02 Exclusive Benefit. All contributions made to the Plan are made for the exclusive benefit of the Participants and their Beneficiaries, and such contributions shall not be used for, or diverted to, purposes other than for the exclusive benefit of the Participants and their Beneficiaries (including the costs of maintaining and administering the Plan and corresponding Trust).

Section 1.03 Return of Contributions. Notwithstanding any other provision of the Plan: (a) as contributions made prior to the receipt of an initial determination letter are conditional upon a favorable determination as to the qualified status of the Plan under Code section 401(a), if the Plan receives an adverse determination with respect to its initial qualification, then any such contribution may be returned to the Employer within one year after such determination, provided the application for determination is made by the time prescribed by law; (b) contributions made by the Employer based upon mistake of fact may be returned to the Employer within one year of such contribution; (c) as all contributions to the Plan are conditioned upon their deductibility under the Code, if a deduction for such a contribution is disallowed, such contribution may be returned to the Employer within one year of the disallowance of such deduction; and (d) after all liabilities under the Plan have been satisfied, the remaining assets of the Trust shall be distributed to the Employer if such distribution does not contravene any provision of applicable law.

In the case of the return of a contribution due to mistake of fact or the disallowance of a deduction, the amount that may be returned is the excess of the amount contributed over the amount that would have been contributed had there not been a mistake or disallowance. Earnings attributable to the excess contributions may not be returned to the Employer but losses attributable thereto must reduce the amount to be so returned. Any return of contribution or distribution of assets made by the Trustee pursuant to this Section shall be made only upon the direction of the Employer, which shall have exclusive responsibility for determining whether the conditions of such return or distribution have been satisfied and for the amount to be returned.

Section 1.04 Assets Not Held by Trustee. The Trustee shall not be responsible for any assets of the Plan that are held outside of the Trust Fund. The Trustee is expressly hereby relieved of any responsibility or liability for any losses resulting to the Plan arising from any acts or omissions on the part of any insurance company holding assets outside of the Trust Fund. The Trustee may require the Employer to serve as custodian for all promissory notes and related documents issued in connection with the Plan's Participant loan program and require the Employer to be responsible for the safekeeping of same.

Section 1.05 Group Trust. In the event that the Trust is a part of any group trust (within the meaning of Internal Revenue Service Revenue Rulings 81-100 and 2011-1): (a) participation in the Trust is limited to (i) individual retirement accounts which are exempt under Code section 408(e), (ii) pension and profit-sharing trusts which are exempt under Code section 501(a) by qualifying under Code section 401(a) and (iii) accounts under Code sections 403(b)(7), 403(b)(9) and governmental retiree benefit plans under Code section 401(a)(24) to the extent the requirements of Revenue Ruling 2011-1 are met; (b) no part of the corpus or income which equitably belongs to any individual retirement account or Employer's trust may be used for or diverted to any purposes other than for the exclusive benefit of the individual or the Employees, respectively, or

their Beneficiaries who are entitled to benefits under such participating individual retirement account or Employer's trust; (c) no part of the equity or interest in the Trust Fund shall be subject to assignment by a participating individual retirement account or Employer's trust; and (d) the Trustee shall maintain separate accounts for each participating trust or individual retirement account.

ARTICLE II DUTIES OF THE TRUSTEE

Section 2.01 In General. The Trustee is not a party to, and has no duties or responsibilities under the Plan, other than those that may be expressly contained in this Article. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any prior trustee. The Trustee shall discharge its assigned duties and responsibilities under this Article and the Plan with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 2.02 Contributions. The Trustee agrees to accept contributions that are paid to it by the Plan Administrator (as well as rollover contributions and direct transfers from other eligible retirement plans) in accordance with the terms of this Article. Such contributions shall be in cash or in such other form that may be acceptable to the Trustee. In-kind contributions of other than qualifying employer securities are permitted only in non-pension plans provided that the contribution is discretionary and unencumbered. The Trustee shall have no responsibility for any property until it is received by the Trustee. The Plan Administrator shall have the sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

Section 2.03 Distributions. The Trustee shall make distributions out of the Trust Fund pursuant to instructions described in Article V. The Trustee shall not have any responsibility or duty under this Article for determining that such are in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment. In making payments, the Employer acknowledges that the Trustee is acting as a paying agent and not as the payor, for tax information reporting and withholding purposes. In the event that any dispute shall arise as to the persons to whom payment or delivery of any assets shall be made by the Trustee, the Trustee may withhold such payment or delivery until such dispute shall have been settled by the parties concerned or shall have been determined by a court of competent jurisdiction.

Section 2.04 Records. The Trustee shall keep full and accurate accounts of all receipts, investments, disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Employer and the Trustee. All such accounts, books and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Employer or the Plan Administrator. A Participant may examine only those individual account records pertaining directly to him.

Section 2.05 Accounting. The Trustee shall file with the Plan Administrator a written account of the administration of the Trust Fund showing all transactions effected by the Trustee subsequent to the period covered by the last preceding account and all property held at the end of the accounting period. The Trustee shall use its best effort to file such written account within ninety (90) days, but not later than one hundred twenty (120) days after the end of each Plan Year. Upon approval of such accounting by the Plan Administrator, neither the Employer nor the Plan Administrator shall be entitled to any further accounting by the Trustee. The Plan Administrator may approve such accounting by written notice of approval delivered to the Trustee or by failure to express objection to such accounting in writing delivered to the Trustee within six (6) months from the date on which the accounting is delivered to the Plan Administrator.

Section 2.06 Participant Eligibility. The Trustee shall not be required to determine the facts concerning the eligibility of any Participant to participate in the Plan, the amount of benefits payable to any Participant or Beneficiary under the Plan, or the date or method of payment or disbursement. The Trustee shall be fully entitled to rely in good faith solely upon the written advice and directions of the Plan Administrator as to any such question of fact.

Section 2.07 Indicia of Ownership. The Trustee shall not hold the indicia of ownership of any assets of the Trust Fund outside of the jurisdiction of the District Courts of the United States.

Section 2.08 Notice. The Trustee shall provide the Employer with advance notice of any legal actions the Trustee may take with respect to the Plan and Trust and shall promptly notify the Employer of any claim against the Plan and Trust.

Section 2.09 Other Fiduciaries. The Trustee shall not be responsible for the acts or omissions of any other persons.

ARTICLE III GENERAL INVESTMENT POWERS

In addition to all powers and authority under common law, statutory authority and other provisions of this Article, the Trustee shall have the following powers and authorities to be exercised in accordance with and subject to the provisions of Article IV hereof:

Section 3.01 Invest and reinvest the Trust Fund in any property, real, personal or mixed, wherever situated, and whether situated, and whether or not productive of income or consisting of wasting assets, including, without limitation, common and preferred stock, bonds, notes, debentures, options, mutual funds, leaseholds, mortgages (including without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, and oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto),

without being limited to the classes of property in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion any such property may bear to the entire amount of the Trust Fund;

Section 3.02 Hold property in nominee name, in bearer form, or in book entry form, in a clearinghouse corporation or in a depository, provided that such property is held in conformance with DOL Reg. section 2550-403a-1(b) and that such property is held by (i) a bank or trust company that is subject to supervision by the United States or a state, or a nominee of such bank or trust company, (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer; (iii) a "clearing agency," as defined in section 3(a)(23) of the Securities Exchange Act of 1934, or its nominee; or (iv) any other entity as provided in DOL Reg. section 2550-403a-1(b);

Section 3.03 Collect income payable to and distributions due to the Trust Fund and sign on behalf of the Trust any declarations, affidavits, certificates of ownership and other documents required to collect income and principal payments, including but not limited to, tax reclamations, rebates and other withheld amounts;

Section 3.04 To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;

Section 3.05 Pursuant to the terms of Article VI, to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

Section 3.06 Take all action necessary to pay for authorized transactions or make authorized distributions, including exercising the power to borrow or raise monies from any lender, upon such terms and conditions as are necessary to settle such transactions or distributions;

Section 3.07 To keep such portion of the Trust Fund uninvested in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

Section 3.08 To accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

Section 3.09 To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

Section 3.10 To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Plan and/or Trust Fund in all suits and legal and administrative proceedings;

Section 3.11 To invest in Treasury Bills and other forms of United States government obligations;

Section 3.12 To deposit cash in accounts in the banking department of the Trustee or an affiliated banking organization;

Section 3.13 To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

Section 3.14 To invest and reinvest all or any portion of the Trust Fund collectively with funds of other retirement plan trusts exempt from tax under Code section 501(a), including, without limitation, the power to invest collectively with such other funds through the medium of one or more common, collective or commingled trust funds which have been or may hereafter be operated by the Trustee, the instrument or instruments establishing such trust fund or funds, as amended from time to time, being made part of this Trust so long as any portion of the Trust Fund shall be invested through the medium thereof;

Section 3.15 To sell, either at public or private sale, option to sell, mortgage, lease for a term of years less than or continuing beyond the possible date of the termination of the Trust created hereunder, partition or exchange any real property which may from time to time constitute a portion of the Trust Fund, for such prices and upon such terms as it may deem best, and to make, execute and deliver to the purchasers thereof good and sufficient deeds of conveyance therefor and all assignments, transfers and other legal instruments, either necessary or convenient for the passing of the title and ownership thereof to the purchaser, free and discharged of all trusts and without liability on the part of such purchasers to see to the proper application of the purchase price;

Section 3.16 To repair, alter, improve or demolish any buildings which may be on any real estate forming part of the Trust Fund or to erect entirely new structures thereon;

Section 3.17 To renew, extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default, whether in the performance of any covenant or condition of any mortgage or in the

performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid on property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond or note secured by the mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect to any mortgage or guarantee;

Section 3.18 To purchase any authorized investment at a premium or at a discount;

Section 3.19 To purchase any annuity contract; and

Section 3.20 To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

ARTICLE IV OTHER INVESTMENT POWERS

Section 4.01 Requirement for Preapproval. The powers granted the Trustee under Article III shall be exercised by the Trustee upon the written direction from the Investment Fiduciary pursuant to Article V and VI. Any written direction of the Investment Fiduciary may be of a continuing nature, but may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall comply with any direction as promptly as possible, provided it does not contravene the terms of the Plan or the provision of any applicable law. The Investment Fiduciary, by written direction, may require the Trustee to obtain written approval of the Investment Fiduciary before exercising such of its powers as may be specified in such direction. Any such direction may be of a continuing nature or otherwise and may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall not be responsible for any loss that may result from the failure or refusal of the Investment Fiduciary to give any such required direction or approval.

Section 4.02 Prohibited Transactions. The Trustee shall not engage in any prohibited transaction within the meaning of the Code.

Section 4.03 Legal Actions. The Trustee is authorized to execute all necessary receipts and releases and shall be under the duty to make efforts to collect such sums as may appear to be due (except contributions hereunder); provided, however, that the Trustee shall not be required to institute suit or maintain any litigation to collect the proceeds of any asset unless it has been indemnified to its satisfaction for counsel fees, costs, disbursements and all other expenses and liabilities to which it may in its judgment be subjected by such action. Notwithstanding anything to the contrary herein contained, the Trustee is authorized to compromise and adjust claims arising out of any asset held in the Trust Fund upon such terms and conditions as the Trustee may deem just, and the action so taken by the Trustee shall be binding and conclusive upon all persons interested in the Trust Fund.

Section 4.04 Retention of Advisors. The Trustee, with the consent of the Investment Fiduciary, may retain the services of investment advisors to invest and reinvest the assets of the Trust Fund, as well as employ such legal, actuarial, medical, accounting, clerical and other assistance as may be required in carrying out the provisions of the Plan. The Trustee may also appoint custodians, subcustodians or subtrustees as to part or all of the Trust Fund.

ARTICLE V INSTRUCTIONS

Section 5.01 Reliance on Instructions. Whenever the Trustee is permitted or required to act upon the directions or instructions of the Investment Fiduciary, Plan Administrator or Employer, the Trustee shall be entitled to act in good faith upon any written communication signed by any person or agent designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. Such person or agent shall be so designated either under the provisions of the Plan or in writing by the Employer and their authority shall continue until revoked in writing. The Trustee shall incur no liability for failure to act in good faith on such person's or agent's instructions or orders without written communication, and the Trustee shall be fully protected in all actions taken in good faith in reliance upon any instructions, directions, certifications and communications believed to be genuine and to have been signed or communicated by the proper person.

Section 5.02 Designation of Agent.

(1) Employer. The Employer shall notify the Trustee in writing as to the appointment, removal or resignation of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. After such notification, the Trustee shall be fully protected in acting in good faith upon the directions of, or dealing with, any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer until it receives notice to the contrary. The Trustee shall have no duty to inquire into the qualifications of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer.

(2) Trustee. If there is more than one Trustee, the Trustees may designate one or more of the Trustees to act on behalf of the Trustees. Such designated Trustee shall be authorized to take any and all actions and execute and deliver such documents as may be necessary or appropriate.

Section 5.03 Procedures. The Trustee may adopt such rules and procedures as it deems necessary, desirable, or appropriate including, but not limited to: (a) taking action with or without formal meetings; and (b) in the event that there is more than one Trustee, a procedure specifying whether action may be taken by a less than unanimous vote.

Section 5.04 Payment of Benefits. The Trustee shall pay benefits and expenses from the Trust Fund only upon the written direction of the Plan Administrator. The Trustee shall be fully entitled to rely in good faith on such directions furnished by the Plan Administrator, and shall be under no duty to ascertain whether the directions are in accordance with the provisions of the Plan.

ARTICLE VI INVESTMENT OF THE FUND

Section 6.01 Investment Funds. The Investment Fiduciary shall have the exclusive authority and discretion to select the investment funds available for investment under the Plan ("Investment Funds"). In making such selection, the Investment Fiduciary shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Subject to the first sentence of Section 6.02, the available investments under the Plan shall be sufficiently diversified so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. The Investment Fiduciary shall notify the Trustee in writing of the selection of the Investment Funds currently available for investment under the Plan, and any changes thereto.

Section 6.02 Participant Self-Direction. To the extent permitted by the Plan Administrator, each Participant shall have the right, in accordance with the provisions of the Plan, to direct the investment by the Trustee of all amounts allocated to the separate accounts of the Participant under the Plan among any one or more of the available Investment Funds; provided that during any transition period as may be determined by the Investment Fiduciary, the Investment Fiduciary may direct the investment by the Trustee into the Investment Funds available during such period with respect to which individual Participant's directions shall not have been made or shall not have been permitted to be made under the Plan. All investment directions by Participants shall be timely furnished to the Trustee by the Plan Administrator, except to the extent such directions are transmitted telephonically or otherwise by Participants directly to the Trustee or its delegate in accordance with rules and procedures established and approved by the Plan Administrator and communicated to the Trustee. In making any investment of the assets of the Trust Fund, the Trustee shall be fully entitled to rely on such directions furnished to it by the Plan Administrator or by Participants in accordance with the Plan Administrator's approved rules and procedures, and shall be under no duty to make any inquiry or investigation with respect thereto. If the Trustee receives any contribution under the Plan that is not accompanied by instructions directing its investment, the Trustee shall notify the Plan Administrator of that fact, and the Trustee may, in its discretion, hold all or a portion of the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment directions.

Section 6.03 Investment Managers.

(1) Appointment of Investment Managers. The Investment Fiduciary may appoint one or more investment managers ("Investment Managers") with respect to some or all of the assets of the Trust Fund. Any such Investment Manager shall acknowledge to the Investment Fiduciary in writing that it accepts such appointment. The Investment Fiduciary shall provide the Trustee with a copy of the written agreement (and any amendments thereto) between the Investment Fiduciary and the Investment Manager. The authority of the Investment Manager shall continue until the Investment Fiduciary rescinds the appointment or the Investment Manager has resigned.

(2) Separation of Duties. The assets with respect to which a particular Investment Manager has been appointed shall be specified by the Investment Fiduciary and shall be segregated in a separate account for the Investment Manager (the "Separate Account") and the Investment Manager shall have the power to direct the Trustee in every aspect of the investment of the assets of the Separate Account. The Trustee shall not be liable for the acts or omissions of an Investment Manager and shall have no liability or responsibility for acting pursuant to the direction of, or failing to act in the absence of, any direction from an Investment Manager, unless the Trustee knows that by such action or failure to act it would be itself committing a breach of fiduciary duty or participating in a breach of fiduciary duty by such Investment Manager.

Section 6.04 Proxies.

(1) Delivery of Information. The Trustee shall deliver, or cause to be delivered, to the Employer or Plan Administrator all notices, prospectuses, financial statements, proxies and proxy soliciting materials received by the Trustee relating to securities held by the Trust or, if applicable, deliver these materials to the appropriate Participant or the Beneficiary of a deceased Participant.

(2) Voting. The Trustee shall not vote any securities held by the Trust except in accordance with the written instructions of the Employer, the Investment Fiduciary, or if otherwise permitted in the Plan, the Participant or the Beneficiary of the Participant, if the Participant is deceased. However, the Trustee may, in the absence of instructions, vote "present" for the sole purpose of allowing such shares to be counted for establishment of a quorum at a shareholders' meeting. The Trustee shall have no duty to solicit instructions from Participants, Beneficiaries, the Investment Fiduciary or the Employer.

(3) Investment Manager. To the extent not delegated to Participants pursuant to subsection (2), the Investment Manager shall be responsible for making any proxy voting or tender offer decisions with respect to securities held in the Separate Account and the Investment Manager shall maintain a record of the reasons for the manner in which it voted proxies or responded to tender offers.

ARTICLE VII COMPENSATION AND INDEMNIFICATION

Section 7.01 Compensation. The Trustee shall be entitled to reasonable compensation for its services as is mutually agreed upon with the Employer; provided that such compensation does not result in a prohibited transaction within the meaning of the Code. If the Trustee and the Employer mutually agree that the Trustee may retain as additional compensation for its services any earnings resulting from the anticipated

short-term investment of funds ("float") on Plan assets deposited in or transferred to a Trustee general or omnibus account, then the Trustee shall be authorized to retain such float; provided, that such agreement: (i) discloses the specific circumstances under which float will be earned and retained, (ii) in the case of float on distributions, discloses when the float period commences and ends, and (iii) discloses the rate of the float or the specific manner in which such rate will be determined. If approved by the Plan Administrator, the Trustee shall also be entitled to reimbursement for all direct expenses properly and actually incurred on behalf of the Plan. Such compensation or reimbursement shall be paid to the Trustee out of the Trust Fund unless paid directly by the Employer.

Section 7.02 Indemnification. The Employer shall indemnify and hold harmless the Trustee (and its delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by the Trustee in connection with its duties hereunder to the extent not covered by insurance, except when the same is due to the Trustee's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under the Plan.

ARTICLE VIII RESIGNATION AND REMOVAL

Section 8.01 Resignation. The Trustee may resign at any time by written notice to the Plan Administrator which shall be effective 60 days after delivery unless prior thereto a successor Trustee assumes the responsibilities of Trustee hereunder.

Section 8.02 Removal. The Trustee may be removed by the Employer at any time.

Section 8.03 Successor Trustee. The appointment of a successor Trustee hereunder shall be accomplished by and shall take effect upon the delivery to the resigning or removed Trustee, as the case may be, of written notice of the Employer appointing such successor Trustee, and an acceptance in writing of the office of successor Trustee hereunder executed by the successor so appointed. Any successor Trustee may be either a corporation authorized and empowered to exercise trust powers or one or more individuals. All of the provisions set forth herein with respect to the Trustee shall relate to each successor Trustee so appointed with the same force and effect as if such successor Trustee had been originally named herein as the Trustee hereunder. If within 45 days after notice of resignation shall have been given under the provisions of this Article a successor Trustee shall not have been appointed, the resigning Trustee or the Employer may apply to any court of competent jurisdiction for the appointment of a successor Trustee.

Section 8.04 Transfer of Trust Fund. Upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor Trustee, after reserving such reasonable amount as it shall deem necessary to provide for its expenses in the settlement of its account, the amount of any compensation due to it and any sums chargeable against the Trust Fund for which it may be liable. If the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the Employer.

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IN WITNESS WHEREOF, the parties have caused this Trust to be executed on _____

CITY OF PRYOR CREEK:

Signature: _____

Print Name: Lisa Malone

Title/Position: Assistant City Clerk

TRUSTEES:

Courtney Davis

Zac Doyle

LOAN PROCEDURES
CITY OF PRYOR CREEK RETIREMENT PLAN

This document contains important information about the procedures for obtaining a loan from the Plan. The following rules shall apply to the loan program:

Procedure for Applying for a Loan If you are an active Participant in the City of Pryor Creek Retirement Plan, you may apply for a loan from the Plan. You must complete an Online Application and supporting materials provided by the Plan Administrator. All loan applications will be reviewed on a uniform and nondiscriminatory basis and your loan will be approved if the Plan Administrator determines you have the ability to repay the loan, the loan is adequately secured and the loan meets the other requirements set out below.

Administration of the Plan Loan Program The Plan loan program is administered by the Plan Administrator.

Promissory Note If your loan is approved, you will be required to sign a promissory note.

Type and Amount of Loan The Plan does not restrict the purposes for which loans may be made. However, the Plan does set maximum and minimum limits on the amount of a loan.

Maximum Amount of Loan When added to the outstanding balance of all other loans from all plans of the Employer, a loan may not exceed the lesser of:

- (A) \$50,000 minus the difference between the highest outstanding balance of loans in the past 12 months and the outstanding balance of loans from the Plan on the date the loan is made, or
- (B) 50% of the vested account balance under the Plan.

Repayment Loans must be repaid over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as your principal residence. The maximum loan term for a principal residence loan is 15 years.

If you go on a leave of absence you may be able to suspend loan repayments. Please contact the Plan Administrator to determine whether your leave of absence qualifies. You must repay a loan in accordance with the repayment schedule. Loan repayments shall be made each pay period. Prepayments are not permitted. You may not refinance your loan. The loan will become payable in full on your termination of employment.

Maximum Number of Loans The maximum number of loans outstanding at any one time is 1.

Minimum Loan Amount The minimum loan amount is \$1000.

Interest Rate According to U.S. Department of Labor Regulations, the interest rate for a participant loan from a retirement plan must be comparable to the current interest rates charged by financial institutions for similar loans. The interest that will apply on your loan will be Prime + 1% per year. However, you may qualify for a lower interest rate if you are on active duty in the military. If you are on active duty, please contact the Plan Administrator to determine whether you qualify for the lower interest rate.

Collateral Your vested account balance under the Plan will serve as collateral for the loan. However, a maximum of 50% of your vested account balance may be used as collateral.

Payroll Deduction Payments will be made through payroll deduction every pay period.

Default Your loan will be in default if a scheduled payment is not made by the end of the "cure period." The "cure period" is the repayment period allowed by the Plan Administrator which will not extend beyond the last day of the calendar quarter following the calendar quarter during which the last scheduled installment payment was due and not paid. To fully understand the potential tax consequences in the event of a loan default, you are encouraged to seek professional tax advice before requesting a loan.

Coordination with Qualified Domestic Relations Orders ("QDROs") No loan will be approved if the Plan Administrator is reviewing a domestic relations order that may affect your benefit under the Plan.

Special Rules for Military Leave If you are called into or volunteer for military service, special provisions may apply. You may request a loan suspension during your leave and choose from the following repayment methods upon your return to employment: (a) re-amortize the remaining loan balance; (b) repay all suspended loan payments at the end of your leave; or (c) continue payments under the prior rate and make a balloon payment at the end of the term. If you refinance the loan, you may extend the repayment period to the date that includes the latest date the loan repayment period could have been scheduled for (if the original term was less than five years) plus the period during which the loan was suspended. (See the note above regarding interest rates.)

As Plan Administrator, I hereby approve these loan procedures.

Dated: _____

Plan Administrator's Signature

Lisa Malone / Assistant City Clerk

Print Name & Title

G. PLAN OPERATIONS

Plan Administration

- 1a. Designation of Plan Administrator (Section 7.01):
 - i. Plan Sponsor
 - ii. Committee appointed by Plan Sponsor
 - iii. Other
- 1b. If G.1a.iii is selected, Name of Plan Administrator: _____
- 2a. Type of indemnification for the Plan Administrator (and if applicable, the Trustee):
 - i. Standard according to Section 7.03.
 - ii. Custom.
- 2b. If G.2a.ii (Custom) is selected, indemnification for the Plan Administrator (and if applicable, the Trustee) is provided pursuant to an Addendum to the Adoption Agreement.

H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences and may further result in significant tax penalties.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #457B and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be **executed on** _____

CITY OF PRYOR CREEK:

Signature: _____

Print Name: **Zac Doyle**

Title/Position: **Mayor**

Signature: _____

Print Name: **Lisa Malone**

Title/Position: **Assistant City Clerk**

Signature: _____

Print Name: **Courtney Davis**

Title/Position: **City Clerk**

CITY OF PRYOR CREEK
FORMAL RECORD OF ACTION

The following is a formal record of action taken by the governing body of City of Pryor Creek (the "Employer").

With respect to the amendment and restatement of the City of Pryor Creek 457 Deferred Compensation Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended and restated effective 05/01/2023, in the form attached hereto, which Plan is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Employer be, and they hereby are, authorized and directed to execute the Plan on behalf of the Employer;

RESOLVED FURTHER: That Courtney Davis and Zac Doyle are hereby retained as the Trustees of the Plan, and that effective May 1, 2023, Larry Lees shall be removed as Trustee of the Plan;

RESOLVED FURTHER: That an authorized representative of the Employer shall see that a copy of this Formal Record of Action be delivered to Larry Lees as notice of his removal;

RESOLVED FURTHER: That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Dated: _____

Zac Doyle, Mayor

Courtney Davis, City Clerk

ADOPTION AGREEMENT
SECTION 457(b) DEFERRED COMPENSATION PLAN

NOTE: This Plan (Adoption Agreement and Basic Plan Document) has not been approved by the Internal Revenue Service. It must be reviewed by qualified counsel to ensure that it is appropriate for its intended use.

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as an "eligible deferred compensation plan" within the meaning of Code section 457(b). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): City of Pryor Creek
2. Address: 12 North Rowe Street
3. City: Pryor 4.State: OK 5. Zip: 74361
6. Phone number: 918-825-0888 7. Fax number: _____ - _____
8. Plan Sponsor EIN: 73-6005386
9. Plan Sponsor fiscal year end: 06/30
10. State of organization of Plan Sponsor: Oklahoma
11. The term "Employer" includes the Plan Sponsor.

PLAN INFORMATION

A. GENERAL INFORMATION

1. **Plan name:** a. City of Pryor Creek 457 Deferred Compensation Plan
b. _____
2. **Effective Date:**
 - 2a. Original effective date of Plan: 11/01/1986
 - 2b. Is this a restatement of a previously-adopted plan?
 Yes No
 - 2c. If A.2b is "Yes", effective date of Plan restatement: 05/01/2023.
NOTE: If A.2b is "No", the Effective Date shall be the date specified in A.2a, otherwise the date specified in A.2c; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.
3. **Plan Year** means each 12-consecutive month period ending on 10/31 (e.g. December 31).
NOTE: The Plan Year should correspond to the Participant's taxable year which in most cases is the calendar year.

Plan Type

4. Type of Plan:
 - i. Plan maintained by a tax-exempt entity within the meaning of Code section 457(e)(1)(B).
 - ii. Governmental Plan maintained by a state or related entity within the meaning of Code section 457(e)(1)(A).

Plan Features

5. Employer/Employee contributions permitted (check all that apply):
 - a. Matching Contributions.
 - b. Nonelective Contributions.
 - c. Participant Deferral Contributions.
 - d. If A.5c is selected and the Plan is a Governmental Plan, Roth Deferrals are permitted.
 - e. If Roth Deferrals are permitted, enter the effective date of the Roth Deferrals: 01/01/2022 (no earlier than January 1, 2011).

Compensation

6. Definition of Compensation (check all that apply):
 - a. Base salary.
 - b. The additional pay specified in A.7.
7. If A.6.b is selected, enter the additional pay: _____
- 8a. Are there any exclusions from the definition of Compensation:

Yes No

8b. If **A.8a** is "Yes", enter the exclusions from the definition of Compensation: _____

8c. Exclude pay earned before participation in Plan from definition of Compensation:

Yes No

Unless "No" is checked, Compensation shall include only that compensation which is actually paid to the Participant by the Company during that part of the Plan Year the Participant is eligible to participate in the Plan. Otherwise, Compensation shall include that compensation which is actually paid to the Participant by the Company during the Plan Year.

B. ELIGIBILITY

Eligible Employee

NOTE: If the Plan is not a Governmental Plan, participation in the Plan must be limited to a select group of management or highly compensated employees within the meaning of Title 1 of the ERISA.

1. Subject to the conditions and limitations of **B.2** through **B.4**, the term Eligible Employee shall include Employees who are also (check all that apply):

a. Officers of the Company in the following positions: _____.

b. Other management or highly compensated employees in the following classifications/positions: _____.

c. Employees listed in an appendix to the Adoption Agreement.

d. All Employees except: Leased Employees, Employees less than 18 years of age.

e. All Employees.

NOTE: Only a Governmental Plan may select **B.1.d** or **B.1.e**.

2. Indicate whether an independent contractor may participate in the Plan:

Yes No

Eligible Employee - Other

3. In addition to the requirements in **B.1**, the following additional conditions must be met in order for an Employee to become an Eligible Employee (check all that apply):

a. Must be approved by the Chief Executive Officer of the Plan Sponsor.

b. Must be approved by the Chief Executive Officer of the Employee's employing entity.

c. Must be approved by the Board of the Plan Sponsor.

d. Must be approved by the Board of the Employee's employing entity.

e. Other requirements listed in **B.4**.

4. If **B.3.e** is selected, enter other requirements: _____

Requirements for Participation

An Eligible Employee shall become eligible to participate in the Plan upon meeting the following conditions in **B.5** through **B.6**:

5. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:

i. None.

ii. Completion of: _____

iii. Other: _____

6. Frequency of entry dates:

i. first day of each calendar month

ii. first day of each plan quarter

iii. first day of the first month and seventh month of the Plan Year

iv. first day of the Plan Year

v. Other: _____

Modifications

7a. Indicate whether there are any modifications to the requirements specified in **B.1** - **B.6**:

Yes No

7b. If **B.7a** is "Yes", specify the modifications: _____.

C. ELECTIONS/CONTRIBUTIONS

1a. If **A.5c** is selected (Participant Deferrals permitted), minimum Participant contribution: None

- 1b. If **A.5c** is selected (Participant Deferrals permitted), maximum Participant contribution: one hundred percent (100%).
2. If **A.5c** is selected (Participant Deferrals permitted), a Participant may defer accumulated sick pay, accumulated vacation pay, and back pay:
 Yes No

Matching Contributions

3. If **A.5a** is "Yes" (matching contributions are permitted), specify method to allocate matching contributions (Section 5.01(b)):
 i. Pursuant to the formula specified in **C.4**.
 ii. An amount and allocation formula as determined by the Company.
4. If **A.5a** is "Yes" (matching contributions are permitted), and **C.3.i** is selected, indicate the formula to allocate such contributions: _____.
5. If **A.5a** is "Yes" (matching contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: _____.
NOTE: If **C.5** is blank or "None", there are no additional requirements for a Participant to receive an allocation of matching contributions.

Nonelective Contributions

6. If **A.5b** is "Yes" (nonelective contributions are permitted), specify method to allocate nonelective contributions (Section 5.01(b)):
 i. In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
 ii. Pursuant to the formula specified in **C.7**.
 iii. An amount and allocation formula as determined by the Company.
7. If **A.5b** is "Yes" (nonelective contributions are permitted) and **C.6.ii** is selected, indicate the formula to allocate such contributions: _____.
8. If **A.5b** is "Yes" (nonelective contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: _____.
NOTE: If **C.8** is blank or "None", there are no additional requirements for a Participant to receive an allocation of nonelective contributions.

Transfers/Rollovers

9. Transfers/rollover contributions are permitted (Section 5.03 and 5.04):
 Yes No
NOTE: If the Plan is not a Governmental Plan and **C.9** is "Yes", Section 5.03 shall apply. If the Plan is a Governmental Plan and **C.9** is "Yes", Section 5.03 and 5.04 shall apply.

D. EARNINGS/TRUST

Earnings

1. A Participant's Accounts shall be credited with earnings in the following manner:
 i. Fixed rate specified in **D.2**.
 ii. Predetermined investment(s) specified in an appendix to the Adoption Agreement.
 iii. Predetermined investment(s) as specified by the Plan Administrator.
 iv. Mid-term applicable federal rate (as defined pursuant to Code section 1274(d)) for January 1 of the calendar year.
NOTE: If the Plan is a Governmental Plan, **D.1** must be a predetermined investment.
2. If **D.1.i** (fixed rate) is selected, specify the rate: _____.
NOTE: If the rate specified in **D.2** is a published rate, and the entry in **D.2** does not specify when the rate is redetermined, such rate shall be redetermined at the beginning of each Plan Year.
3. If **D.1.ii** or **D.1.iii** (predetermined investments) is selected, specify the extent to which a Participant may choose among the predetermined investments:
 i. A Participant may not choose among predetermined investments.
 ii. As of each Valuation Date.
 iii. As of the first day of each Plan Year.
 iv. Pursuant to Plan Administrator procedures.
- 4a. If **D.1.ii** or **D.1.iii** (predetermined investments) is selected and **D.3.ii**, **D.3.iii** or **D.3.iv** is selected (Participant direction is allowed), the Plan provides conditions and/or limitations to the Participant's right to select investments:
 Yes No

- 4b. If **D.1.ii** or **D.1.iii** (predetermined investments) is selected and **D.3.ii**, **D.3.iii** or **D.3.iv** is selected (Participant direction is allowed) and **D.4a** is "Yes", enter the conditions and/or limitations: _____.

Grantor Trust

5. If the Plan is not a Governmental Plan, specify the extent to which the Company shall establish a grantor trust to pre-fund its obligations for benefits hereunder (Section 7.02(a)):
- i. No grantor trust shall be established.
 - ii. The Company may, in its sole discretion, establish a grantor trust.
 - iii. The Company shall establish a grantor trust.
- NOTE:** If the Plan is a Governmental Plan, the Plan shall establish a Trust pursuant to Section 7.02(b).

Valuation Date

- 6a. Enter Valuation Date:
- i. Last day of Plan Year
 - ii. Last day of each Plan quarter
 - iii. Last day of each month
 - iv. Each business day
 - v. Other
- 6b. If **D.6a.v** is selected, enter the Valuation Date: _____ (Must be at least annually).

E. VESTING FOR COMPANY CONTRIBUTIONS

Vesting Service Rules

1. Indicate the method of determining vesting service: _____.
- NOTE:** Unless otherwise specified in **E.1**, a Participant shall earn one year of vesting service for each calendar year in which he is credited with 1,000 hours of service with the Employer.

Vesting Exceptions

2. Provide for full vesting for a Participant who Terminates employment with the Employer after attainment of Normal Retirement Age while an Employee (Section 5.06):
 Yes No
3. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 5.06):
 Yes No
4. Provide for full vesting for a Participant who Terminates employment with the Employer due to disability while an Employee (Section 5.06):
 Yes No
- 5a. Provide for full vesting for a Participant upon the circumstances described in **E.5b** (Section 5.06):
 Yes No
- 5b. If **E.5a** is "Yes", describe the other circumstances: _____.
- 6a. Company contribution vesting schedule:
 100% 3-7 Year Graded 2-6 Year Graded 1-5 Year Graded 1-4 Year Graded 5 Year Cliff 3 Year Cliff 2 Year Cliff Other Pursuant to another plan.
- NOTE:** If the amount of compensation deferred under the Plan during the taxable year is subject to a vesting schedule, the amount of compensation deferred that is taken into account as a Deferral in the taxable year in which the contribution vests must be adjusted to reflect gain or loss allocable to the compensation deferred until the contribution vests.
- 6b. If **E.6a** is "Other", enter other vesting schedule: _____
- 6c. If **E.6a** is "Pursuant to another plan", enter name of other plan: _____

Special Forfeiture Provisions

- 7a. Provide for special forfeiture provisions (Section 5.06(c)):
 Yes No
- 7b. If **E.7a** is "Yes", describe any event that shall result in a complete forfeiture of that portion of the Participant's Account specified in **E.7c**: _____.
- NOTE:** If the amount of compensation deferred under the plan during the taxable year is subject to a substantial risk of forfeiture, the amount of compensation deferred that is taken into account as an annual deferral in the taxable year in

which the substantial risk of forfeiture lapses must be adjusted to reflect gain or loss allocable to the compensation deferred until the substantial risk of forfeiture lapses.

- 7c. If **E.7a** is "Yes", a Participant meeting the conditions of **E.7b** shall forfeit the following portion of his or her Account even if such Account is otherwise fully vested: _____.

F. DISTRIBUTIONS

NOTE: All distributions are subject to the minimum distribution requirements of Code section 401(a)(9).

Normal Retirement

1. Normal Retirement Age means Attainment of age: 65.
NOTE: Normal Retirement Age must be on or after the earlier of: (i) age 65, or (ii) the age at which Participants have the right to retire under a basic defined benefit pension plan of the Employer (or money purchase plan if no defined benefit plan). An earlier age may apply for eligible plans of qualified police or firefighters. The age selected may not be later than age 70-1/2.

Time of Payment for Reasons other than Death

2. Benefits may not commence later than the date specified below (Section 6.01):
- The earlier of the Required Beginning Date or the number of years specified in **F.3** after the Participant's Termination.
 - The earlier of the Required Beginning Date or Normal Retirement Age.
 - Required Beginning Date.
- NOTE:** If **F.2.ii** is selected, payment may not be made earlier than that specified in Section 6.01.
3. If **F.2.i** is selected (number of years after Termination), enter the number years after the Participant's Termination during which benefits must commence (Section 6.01): _____.
NOTE: If zero is entered in **F.3**, distributions shall commence on the 61st day following the distribution event.

Form of Payment for Reasons other than Death

- 4a. Optional forms of payment payable for reasons other than death of the Participant (check all that apply):
- A single lump sum payment.
 - Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than the number of years specified in **F.4b**.
 - Other optional form of benefit specified in **F.4c**.
- 4b. If **F.4a.ii** (annual installments) is selected, enter the maximum number of years over which payments may be made: the life expectancy of the Participant and Beneficiary.
NOTE: May not extend beyond the life expectancy of the Participant and Beneficiary.
- 4c. If **F.4a.iii** (Other) is selected, describe other optional form of benefit: See Principal Retirement Benefit Choices Guide or contact Principal at 1-800-547-7754.

Payment on Participant Death

5. Distributions on account of the death of the Participant shall be made in accordance with one of the following payment forms (Section 6.05):
- Pay entire remaining Account by end of the first calendar year following the date of death.
 - Participant's Beneficiary shall be entitled to make any elections as to timing and form of distribution as were available to the Participant at the time of death subject to the minimum distribution requirements of Code section 401(a)(9).

Unforeseeable Emergency

- 6a. A Participant may receive a distribution upon the occurrence of an unforeseeable emergency (Section 6.04):
 Yes No
- 6b. If **F.6a** is "Yes", **A.5c** (Participant Deferral Contributions) is selected, the Plan is a Governmental Plan, and Roth Deferrals are permitted, permit unforeseeable emergency distributions from Roth Deferral Accounts:
- Yes
 - Yes - But only if the withdrawal from the Roth Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2).
 - No

Small Distributions

7. A Participant may make a one-time election to receive a distribution of a small balance (\$5,000 or less) as permitted by Code section 457(e)(9)(A) (Section 6.03):
 Yes No

Medium of Payment

8. Medium of distribution from the Plan:
i. Cash only
ii. Cash or in-kind
iii. In-kind only

Transfers

- 9a. Specify whether transfers may be made to another plan (Section 6.08):
 Yes No
NOTE: A transfer shall only be permitted to the extent that it is permissible in accordance with Code section 457(e)(10) and Treas. Reg. section 1.457-10(b).
NOTE: Governmental Plans are also subject to the direct rollover rules in Section 6.09.
- 9b. If the Plan is a Governmental Plan, specify whether service credit transfers may be made to another defined benefit governmental plan (Section 6.10):
 Yes No

Death or Disability during Qualified Military Service

- 10a. For benefit accrual purposes, a Participant that dies or becomes disabled while performing qualified military service will be treated as if he had been employed by the Company on the day preceding death or disability and terminated employment on the day of death or disability pursuant to Code section 414(u)(9), Notice 2010-5 and any superseding guidance (Section 6.12):
 Yes No
- 10b. If **F.10a** is "Yes", enter the effective date: _____(must be on or after January 1, 2007).

Loans/Inservice

11. If the Plan is a Governmental Plan, specify whether Participant loans may be made (Section 6.13):
 Yes No
12. If the Plan is a Governmental Plan and **C.9** permits rollover contributions, specify whether a Participant may receive an inservice withdrawal of his rollover Account (Section 6.07):
 Yes No
13. Specify whether a Participant may receive an inservice withdrawal of his Account upon attainment of age 70-1/2:
 Yes No

2009 Required Minimum Distributions

- 14a. If the Plan is a Governmental Plan, indicate the extent to which participants and beneficiaries have an election to receive distributions that include 2009 RMDs:
i. Default to continue 2009 RMDs.
ii. Default to discontinue 2009 RMDs.
iii. Other: _____
NOTE: If "Other" is selected, the below provisions will not apply except to the extent specified.
- 14b. Direct Rollovers of 2009 RMDs. For purposes of the direct rollover provisions of the Plan, the following will also be treated as eligible rollover distributions in 2009:
i. None. 2009 RMDs will not be treated as eligible rollover distributions in 2009.
ii. 2009 RMDs only.
iii. Extended 2009 RMDs only.
iv. 2009 RMDs and Extended 2009 RMDs.

G. PLAN OPERATIONS

Plan Administration

- 1a. Designation of Plan Administrator (Section 7.01):
 - i. Plan Sponsor
 - ii. Committee appointed by Plan Sponsor
 - iii. Other
- 1b. If G.1a.iii is selected, Name of Plan Administrator: _____
- 2a. Type of indemnification for the Plan Administrator (and if applicable, the Trustee):
 - i. Standard according to Section 7.03.
 - ii. Custom.
- 2b. If G.2a.ii (Custom) is selected, indemnification for the Plan Administrator (and if applicable, the Trustee) is provided pursuant to an Addendum to the Adoption Agreement.

H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences and may further result in significant tax penalties.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #457B and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed on _____

CITY OF PRYOR CREEK:

Signature: _____

Print Name: Zac Doyle

Title/Position: Mayor

Signature: _____

Print Name: Lisa Malone

Title/Position: Assistant City Clerk

Signature: _____

Print Name: Courtney Davis

Title/Position: City Clerk

CITY OF PRYOR CREEK 457 DEFERRED COMPENSATION PLAN

PLAN DESCRIPTION

May 1, 2023

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Retirement, LLC

CITY OF PRYOR CREEK 457 DEFERRED COMPENSATION PLAN

PLAN DESCRIPTION

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INTRODUCTION

City of Pryor Creek (the "Company") established the City of Pryor Creek 457 Deferred Compensation Plan (the "Plan") effective 11/01/1986. This Plan Description describes the Plan as amended and restated effective 05/01/2023.

This revised Plan Description supersedes all previous Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee

You are an "Eligible Employee" if you are in the following classification:

An Employee who is not: Leased Employees, Employees less than 18 years of age

Date of Participation

You will become a Participant eligible to participate in the Plan on the first day of the calendar month after you first perform an hour of service as an Eligible Employee.

ELECTIONS/CONTRIBUTIONS

Participant Contributions

When you become eligible to participate in the Plan, you may begin contributing to the Plan. All contributions will be credited to an account established in your behalf. Your contributions to the Plan are not subject to federal income tax but may be subject to social security and medicare taxes.

Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. You should consult with your professional tax/financial advisor to determine the consequences of your participation in this Plan.

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan. You may elect to defer up to one hundred percent (100%) of your Compensation.

Roth Contributions

Effective 01/01/2022, the Plan allows a newer type of participant contribution to the Plan. This new type of contribution is known as a Roth Contribution and is very much like a contribution to a Roth IRA. Like a Roth IRA, the Roth Contribution to the Plan is made by you on an after-tax basis, but if certain requirements are met, a "qualified distribution" from your

Roth Contribution Account in the Plan will not be taxed. However, unlike a Roth IRA, there are no income limitations on who may make a Roth Contribution.

Roth Contributions are participant contributions that are made in the same manner as your pre tax participant contributions. You must designate how much you would like to contribute on a pre-tax basis (normal contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may continue to designate all of your participant contributions as normal pre-tax contributions.

The sum of your Roth Contributions and regular pre-tax participant contributions may not exceed the contribution limit mentioned below.

As was mentioned above, a "qualified distribution" of your Roth Contributions (and earnings) is not taxable. A "qualified distribution" must be made more than five years after the first Roth Contribution is made and must meet at least one of the following requirements:

- (i) the distribution must be made after you attain age 59-1/2;
- (ii) the distribution must be made to your beneficiary after your death; or
- (iii) the distribution must be made on account of your disability.

Please note that Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

Contribution Limit

Federal tax law places a limit on the amount that you may contribute to the Plan each year. The limit is the lesser of:

- (1) \$22,500 (in 2023); or
- (2) 100% of your total compensation for the calendar year.

Make Up Contributions

During the last 3 calendar years ending before the year in which you attain age 65, you may be able to use a higher contribution limit. The "make up" limit is the lesser of:

- (1) 2 times the \$22,500 limit (in 2023); or
- (2) The sum of the unused portion of the \$22,500 (in 2023) in any prior year of participation in the Plan.

Age 50 Catch-Up Contributions

A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of contributions, up to the maximum age 50 catch-up amount for the year. The maximum dollar amount of the age 50 catch-up contributions for a year is \$7,500 (in 2023). The age 50 catch-up does not apply for any year for which a higher limitation applies under the make-up contribution described above.

Transfers/Rollover Contributions

If you are a participant, you may request to have all or a portion of an eligible rollover distribution paid to the Plan.

In addition, the Plan Administrator may accept a transfer of assets to the Plan from another section 457(b) plan. Such a transfer is permitted only if the other plan provides for such direct transfer and if such transfer is permitted by applicable federal tax regulations. The Plan Administrator may require that the transfer be in cash or other property acceptable to the Plan Administrator.

Compensation

Compensation means base salary. Compensation will include only that compensation which is actually paid to you during that part of the Plan Year you are eligible to participate in the Plan.

CREDITING EARNINGS ON PARTICIPANT ACCOUNTS

Determination of Amount

Your Account will be credited with earnings that will reflect a "market basket" of predetermined investments. You may select which investments will make up your market basket. You may change your investment selections as of each date that earnings on your account are determined.

When Earnings Are Credited

Your account will be adjusted daily for earnings/losses.

Expenses

The Company may charge your Account with any or all of the expenses involved in the establishment or ongoing operation of the Plan.

Trust

The Company will establish a trust fund to hold all contributions to the Plan. As an alternative, the Company may invest Plan assets in custodial accounts and/or annuity contracts as permitted by federal law.

VESTING

Participant Contributions

You will have a fully vested and nonforfeitable interest in your contributions to the Plan (including rollover contributions and transfers from another plan).

DISTRIBUTIONS

Time of Distribution

Upon your termination of employment with the Company, you are entitled to receive a distribution of your Account in any form of distribution permitted by the Plan.

Benefits may not commence later than your required beginning date. Your required beginning date is April 1st of the calendar year following the calendar year in which you attain age 70-1/2 (for Participants born before July 1, 1949) or age 72 (for Participants born after June 30, 1949) or terminate, whichever is later.

Form of Payment

You may receive your Account in the following forms of payment:

Single lump sum payment.

Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than the life expectancy of the Participant and Beneficiary years.

See Principal Retirement Benefit Choices Guide or contact Principal at 1-800-547-7754.

Payment on Participant Death

In the event of your death, your beneficiary will be entitled to make any elections as to timing and form of distribution as were available to you at the time of your death subject to the minimum distribution requirements of federal tax law.

You have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable at your death. You are entitled to change your Beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator. If you fail to designate a Beneficiary, or in the event that all designated primary and secondary Beneficiaries die before you, the death benefit will be payable to your spouse or, if there is no spouse, to your estate.

Unforeseeable Emergency

You may receive a distribution upon the occurrence of an unforeseeable emergency. An unforeseeable emergency is a severe financial hardship that may not otherwise be relieved by reimbursement or compensation from insurance, by liquidation of your assets (to the extent the liquidation of such assets would not itself cause severe financial hardship), or by cessation of deferrals under the Plan.

Your Roth Deferrals may be withdrawn upon the occurrence of an unforeseeable emergency in the same manner as other deferrals. Please note however, that the income on the Roth deferrals may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

Small Distributions

The Plan Administrator may establish uniform guidelines under which up to \$5,000 of your Account may be distributed in a lump sum before your termination (either with or without your consent). In order to qualify for the distribution, no deferrals may have been credited to your Account in the preceding twenty-four (24) months, and no prior small distribution may have been made to you under this special rule.

Medium of Payment

You may receive a distribution from the Plan in the form of cash.

Transfers/Rollovers

The Company may transfer your account to another section 457(b) plan provided that such transfer complies with applicable federal regulations. In addition, you may roll over a distribution from the Plan to another eligible retirement plan. If the vested amount of your Account exceeds \$1,000 and you do not timely return your election forms, the Plan Administrator must transfer your Account to an IRA established in your name; unless the distribution occurs after the later of your Normal Retirement Age or age 62. The mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. For further information concerning the Plan's rollover provisions, the IRA provider and the fees and expenses attendant to the IRA please contact the plan administrator at the phone number found in the "ADMINISTRATIVE INFORMATION" section at the end of this plan description.

You may rollover a distribution that otherwise qualifies for direct rollover treatment, directly into a Roth IRA, even if it does not include a Roth account. You will want to seek professional tax advice, as this type of rollover distribution will be taxable to you. (It is designed to avoid the two step conversion process previously required to convert a non-Roth IRA into a Roth IRA after paying tax on the conversion.)

Loans

You may receive a loan from the Plan. If you are interested in this loan feature, please contact the Plan Administrator for more information.

Inservice Withdrawals

Subject to any Plan Administrator procedures, you may receive an inservice withdrawal of your rollover Account.

You may receive an inservice withdrawal from your Account upon attainment of age 70-1/2 if you have not yet terminated employment.

MISCELLANEOUS

Domestic Relations Orders

Your benefits under the Plan may be assigned to other people in accordance with a qualified domestic relations order. You may obtain, without charge, a copy of the Plan's procedures regarding qualified domestic relations orders from the Plan Administrator.

Amendment and Termination

The Company may amend, terminate or merge the Plan at any time.

Fees

Your account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include, but are not limited to, investment expenses and costs to process plan distributions and domestic relations orders.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Plan Year

The plan year ends on 10/31.

ADMINISTRATIVE INFORMATION

The Plan Sponsor and Plan Administrator is City of Pryor Creek.

Its address is 12 North Rowe Street Pryor, OK 74361.

Its telephone number is 918-825-0888.

Its Employer Identification Number is 73-6005386.

CITY OF PRYOR CREEK 457 DEFERRED COMPENSATION PLAN
PLAN HIGHLIGHTS

Eligibility: The following employees are excluded from the Plan: Leased Employees,
Employees less than 18 years of age

You may enter the Plan at any time specified in the "Enrollment Periods" section below.

Enrollment Periods: On the first day of the calendar month after you meet the eligibility criteria specified above.

Contributions: You may elect to defer up to one hundred percent (100%) of your Compensation on a pre-tax basis. You may also elect to make special 'Roth' contributions to the Plan on an after-tax basis.

Contribution Limit: Federal tax law places a limit on the amount that you may contribute to the Plan each year. The limit is the lesser of: \$22,500 (in 2023) or 100% of your total compensation for the calendar year.

A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of contributions, up to the maximum age 50 catch-up amount for the year. The maximum dollar amount of the age 50 catch-up contributions for a year is \$7,500 (in 2023). The age 50 catch-up does not apply for any year for which a higher limitation applies under the make-up contribution described above.

Rollovers: The Plan may accept a rollover contribution made on behalf of any employee who is eligible to participate in the plan.

Vesting: You will be 100% vested in the amounts you contribute to the plan, including any rollover contributions.

Investing Plan Contributions: Your Account will be credited with earnings that will reflect a "market basket" of predetermined investments. You may select which investments will make up your market basket. You may change your investment selections as of each date that earnings on your account are determined.

CITY OF PRYOR CREEK 457 DEFERRED COMPENSATION PLAN
PLAN HIGHLIGHTS

Distributions: Upon your termination of employment with the Company, you are entitled to receive a distribution of your Account in any form of distribution permitted by the Plan.

Benefits may not commence later than your required beginning date. Your required beginning date is April 1st of the calendar year following the calendar year in which you attain age 70-1/2 or terminate, whichever is later.

You may receive your Account in the following forms:

Single lump sum payment

Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than the life expectancy of the Participant and Beneficiary years

See Principal Retirement Benefit Choices Guide or contact Principal at 1-800-547-7754

Distributions from the Plan may be made in cash.

You may receive a distribution upon the occurrence of an unforeseeable emergency.

You may be able to receive up to \$5,000 of your Account in a one-time lump sum before your termination (either with or without your consent) under certain conditions. Contact the Plan Administrator for more information.

You may receive an inservice withdrawal of your rollover Account at any time.

You may receive an inservice withdrawal of your Account at any time after reaching your required beginning date.

Loans: You may make a loan from the Plan. Contact the Plan Administrator for details on how loans are administered.

Contact Information: Plan Administrator:
City of Pryor Creek
12 North Rowe Street
Pryor, OK 74361
918-825-0888

CITY OF PRYOR CREEK 457 DEFERRED COMPENSATION PLAN
PLAN HIGHLIGHTS

**Financial
Advisor:**

Note: These plan highlights are intended to be a very concise overview of plan features. For a detailed description of plan features, please review the Plan Description or contact the Plan Administrator for more information. The plan features described in these plan highlights are subject to change and in the event of a discrepancy between the legal plan document and these highlights (or any other summary of plan features), the plan document shall control.

CITY OF PRYOR CREEK 457 DEFERRED COMPENSATION PLAN

LOAN PROCEDURES

This document contains important information about the procedures for obtaining a loan from the Plan. The following rules shall apply to the loan program:

Procedure for Applying for a Loan. If you are an active Participant in the City of Pryor Creek 457 Deferred Compensation Plan, you may apply for a loan from the Plan. You must complete a loan application form and submit the completed form and supporting materials to the Plan Administrator. All loan applications will be reviewed on a uniform and nondiscriminatory basis and your loan will be approved if the Plan Administrator determines that you have the ability to repay the loan and that the loan is adequately secured. Loan application forms may be obtained from the Plan Administrator.

Administration of the Plan Loan Program. The Plan loan program is administered by the Plan Administrator.

Promissory Note. If your loan is approved, you will be required to sign a promissory note.

Type and Amount of Loan. The Plan does not restrict the purposes for which loans may be made. However, the Plan does set maximum and minimum limits on the amount of a loan.

Maximum Amount of Loan. A loan cannot be greater than 50% of the vested accrued benefit under the Plan. Additionally, the loan cannot exceed \$50,000, reduced by the excess (if any), of the highest outstanding balance of loans from the Plan during the 12-month period ending on the day before the date a new loan is made, over the outstanding balance of loans from the Plan on the date the new loan is made.

Roth Contribution Account. The Plan Administrator will determine whether you may receive a loan from your Roth Deferral Account. If the Plan Administrator allows loans from your Roth Deferral Account, the Plan Administrator will specify an ordering rule for loans. The ordering rule will determine whether loans will be made first or last from your Roth Deferral Account or in any combination of your Roth Deferral Account and any other Account.

Repayment. Loans must be paid in equal payments over a period not extending beyond five years from the date of the loan; unless you certify in writing to the Plan Administrator that the loan is to be used to acquire any dwelling unit which within a reasonable time is to be used (determined at the time the loan is made) as your principal residence. If you go on a leave of absence or go on active service in the military, you may be able to suspend loan repayments. Please contact the Plan Administrator to determine whether your leave of absence qualifies. You must repay a loan in accordance with the repayment schedule or you may repay the loan in full. Partial early loan payoffs are not permitted. The loan will become payable in full on your termination of employment.

Maximum Number of Loans. The maximum number of loans outstanding at any one time is one.

Minimum Loan Amount. The minimum loan amount is \$1,000.

Interest Rate. This Plan uses the prime interest rate listed in The Wall Street Journal plus 1%. However, you may qualify for a lower interest rate if you are on active duty in the military. If you are on active duty, please contact the Plan Administrator to determine whether you qualify for the lower interest rate.

Collateral. Your vested accrued benefit under the Plan will serve as collateral for the loan. However, a maximum of 50% of your vested accrued benefit may be used as collateral.

Payroll Deduction. Payments will be made through payroll deduction from each regular paycheck.

Fees. The Plan charges a loan processing fee. The fee will be deducted from the proceeds of the loan. For questions regarding loan fees, contact your Employer.

Default. Your loan will be in default if a scheduled payment becomes 90 days overdue. Upon default, the entire balance of the loan will be immediately due and entire balance be a treated as a taxable distribution to you. In addition, your vested accrued benefit may be reduced by the amount of the outstanding principal and interest on the loan. In other cases, this offset will not occur until you are entitled to receive benefits (for example, upon your termination of employment).

84-845-5091 MKM

PERKINS IRRIGATION, INC.

7286 W 42nd St
Tulsa, OK 74107
(918) 446-5922

Invoice

DATE 8-28-28

CUSTOMER
Pryor Creek Recreation Center
Attn: Mike Moore
701-430-1397

DESCRIPTION	AMOUNT
Boring under entry walkway Installing new #14 wire Installing new wire nuts Locating 2 East Side Valves Running 9 new wires to controller Bid	2875.00
Repairs - Additional needs after the system was made operational. - Repaired 3 leaks - Installed 4 new Rotors - Installed 5 new spray heads - Installed 4 ft of swing pipe on head - Installed 15 ft of 3/4 PUC and 2 heads MAT & Labor	720.00

PAYMENT DUE UPON RECEIPT **Total** 3595.00



August 15, 2023

City of Pryor

We are pleased to confirm our understanding of the services we are to provide for City of Pryor for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Pryor as of and for the year ended June 30, 2023.

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Pryor's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Pryor's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

HOOD & ASSOCIATES CPAs, P.C.

HOODCPAS.COM

5350 E. 46th St., Ste 130 ● Tulsa, OK 74135

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of City of Pryor and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Management Override of Controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential

information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Pryor's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to shareholders; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hood & Associates CPAs, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Company designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hood & Associates CPAs, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector General, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Violet Kirkendall is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit as soon after June 30, 2023 as records are made available to us.

We have developed an audit plan and budget for this engagement based on our limited understanding of your financial records and your reporting requirements. Our fee for this engagement is based on our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The budget for this engagement at standard audit rates is as follows:

- Audit of financial statements provided.....\$17,500

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue a written report upon completion of our audit of City of Pryor’s financial statements. Our report will be addressed to management of City of Pryor. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Pryor is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Hood & Associates CPAs, PC

RESPONSE:

This letter correctly sets forth the understanding of City of Pryor.

Management signature: _____

Title: _____

Date: _____

PURCHASER Pryer Creek PD
 ADDRESS 214 South Mill Street
 CITY Pryer Creek STATE OK ZIP 74361
 RES. PHONE () _____
 B.S. PHONE 918 810-5924
 E-MAIL tramelk@priorcreek.org DATE 08/30/2023
 MOBILE NO. () _____

BUYERS ORDER

Invoice #
 Pryor Creek 2

Tim Lally Chevrolet, Inc.

24999 Miles Rd
 Warrensville Heights, Ohio 44128
 440-232-2000 Fax 440-232-2104

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
 MOTOR VEHICLE: NEW USED DEMO RENTAL FACTORY OFFICIAL

DEAL NO. _____ CUSTOMER NO. _____

MILEAGE ON PURCHASED VEHICLE: _____
 Accurate Unless Marked Not Accurate NOT ACCURATE

VEHICLE SOLD:	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
	Chevrolet	2023	Tahoe PPV	4x4	Black		T231479	1GNSKLED8PR479720

TRADE IN RECORD - TRADE 1

YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate		Salvage Vehicle? <input type="checkbox"/> Yes	
BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____			

TRADE IN RECORD - TRADE 2

YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate		Salvage Vehicle? <input type="checkbox"/> Yes	
BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____			

REMARKS:

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit. X

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity). X

ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. X

PRICE OF VEHICLE	\$	39850.00
OTHER GOODS & SERVICES		PPV 4x4 2995.00
AMF 4 Key Fobs		80.00
6J4 Horn Circuit Wiring		60.00
6C7 Red and White Front Dome Light		173.00
6J3 Grill Lamp/Siren Speaker Wiring		96.00
9G8 Delete Daytime Running Lights		55.00
5J9 Tail Lamp Flasher		55.00
6E2 Key Common		28.00
Out of State Bid Adjustment		900.00
3rd Party Delivery Facilitation		1200.00
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		45492.00
TRADE-IN ALLOWANCE(S)		()
TAX BASE		
SALES TAX	EXEMPT %	
TITLE FEE		15.00
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		45507.00
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE	\$	45507.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): **Conditional/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty.**
 NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this _____ day of _____
 PURCHASER(S) [Signature]
 SALESPERSON _____
 ACCEPTED BY AUTHORIZED AGENT _____



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 8230414262		Transaction Date 04-JUN-2023	
Transaction Total 30,742.69 USD			
P.O. Number		P.O. Date	Customer Account No 1036596974
Payment Terms Net Due in 30 Days			Payment Due Date 04-JUL-2023
Bill To Address PRYOR, CITY OF ATTN: Accounts Payable PO BOX 1167 PRYOR OK 74362 United States		Ship To Address MUSKOGEE COMMUNICATIONS 1651 N YORK ST MUSKOGEE OK 74403 United States	
Project No: USOK21D001 Project Name: PRYOR PD USOK21D001			

Visit our website at www.motorolasolutions.com

IMPORTANT INFORMATION

Sales Order(s): USC000646567-R15-FEB-23 16:30:13

For all invoice payment inquiries contact
 AccountsReceivable@motorolasolutions.com
 Telephone: (801) 882-2693

SPECIAL INSTRUCTIONS / COMMENTS
 General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
		It has come to our attention that a regular invoice that you should have received from Motorola Solutions for your Command Center Software products for the period of Jun 14, 2023 through Jun 13, 2024 was not correctly routed to your agency.			
1	SSV00S00038A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 MOBILE RECORDS MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			882.59
2	SSV00S00474A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 RAPID NOTIFICATION 2.0 MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			1,176.78
3	SSV00S00262A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 IMAGING MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			1,168.13
4	SSV00S00190A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 EVIDENCE BARCODE AND AUDITING MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			346.55

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230414262	Customer Account No 1036596974	Payment Due Date 04-JUL-2023	Transaction Total 30,742.69 USD	Amount Paid
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

PRYOR, CITY OF
 ATTN: Accounts Payable
 PO BOX 1167
 PRYOR OK 74362
 United States

Payment Transfer Details

Bank of America, Dallas
 WIRE Routing Transit Number: 026009593
 SWIFT: BOFAUS3N
 Bank Account No: 3756319806

Send Payments To:



Motorola Solutions, Inc.
 13108 Collections Center
 Chicago IL 60693
 United States
 Please provide your remittance details to:
 US.remittance@motorolasolutions.com



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230414262		Transaction Date 04-JUN-2023		Transaction Total 30,742.69 USD	
P.O. Number			P.O. Date		Customer Account No 1036596974
Payment Terms Net Due in 30 Days				Payment Due Date 04-JUL-2023	

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
5	SSV00S00026A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 ESRI ARCGIS SERVER STANDARD MAINTENANCE:14-JUN-2023:13-JUN-2024:			5,200.00
6	SSV00S00432A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 PERSONNEL MANAGEMENT MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			694.39
7	SSV00S00334A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			1,168.13
8	SSV00S00072A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 CAD MAPPING MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			1,168.13
9	SSV00S00178A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 DRIVER LICENSE SCANNING MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			346.55
10	SSV00S00352A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			882.59
11	SSV00S00012A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 CAD MAINTENANCE (ENHANCED) - STANDARD:14-JUN-2023:13-JUN-2024:			2,076.67
12	SSV00S00331A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 MOBILE ARREST FORM MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			882.59
13	SSV00S00050A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 IBR MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			1,635.38
14	SSV00S00459A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 PROQA POLICE INTERFACE MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			346.55
15	SSV00S00052A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 STATELINK MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			1,635.38
16	SSV00S00193A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 EVIDENCE MANAGEMENT MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			694.39
17	SSV00S00354A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 MOBILE VOICELESS CAD MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			882.59
18	SSV00S00033A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 LAW RECORDS MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			2,336.26
19	SSV00S00438A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 PIN MAPPING MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			694.39
20	SSV00S00028A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 FLEX TOUCH MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			1,168.13
21	SSV00S00527A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024 TRAFFIC INFORMATION MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024:			694.39
22	SSV00S00036A-SP	Service From: 14-JUN-2023 Service To: 13-JUN-2024			882.59



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

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P.O. Number		P.O. Date	Customer Account No 1036596974
Payment Terms Net Due in 30 Days			Payment Due Date 04-JUL-2023

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
23	SSV00S00015A-SP	MOBILE AVL AND MAPPING MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024: Service From: 14-JUN-2023 Service To: 13-JUN-2024			2,855.42
24	SSV00S00199A-SP	HUB MAINTENANCE (ENHANCED) - STANDARD:14-JUN-2023:13-JUN-2024: Service From: 14-JUN-2023 Service To: 13-JUN-2024			346.55
25	SSV00S00184A-SP	FLEET MAINTENANCE MAINTENANCE - STANDARD:14-JUN-2023:13-JUN-2024: Service From: 14-JUN-2023 Service To: 13-JUN-2024			577.57
Total Tax OK 0.00					
USD Subtotal					30,742.69
USD Total Tax					0.00
USD Total					30,742.69
USD Amount Due					30,742.69

Invoice

Insured: City of Pryor Creek Fire Department
PO Box 1167
Pryor, OK 74362

Invoice #: 5848207
Installment #: Not Applicable
Invoice Date: 08/29/2023
Due Date: 9/28/2023

Bill To: City of Pryor Creek Fire Department
PO Box 1167
Pryor, OK 74362

Remit To: McNeil & Company, Inc
P.O. Box 292
Canajoharie, NY 13317
Ph: 1-800-822-3747

Policy	MEIM09217807	Eff Date	8/22/2023	Exp Date	8/22/2024	Company	Arch Insurance Company
Line Code		Tran Code		Eff Date		Amount	
Inland marine (commercial)		Renewal		8/22/2023		\$6,400.00	
Invoice Total:							\$6,400.00

***** If payment has been sent, please disregard this invoice. *****
***** Pay online at <https://payments.mcneilandcompany.com> *****

Please Detach and Return Bottom Portion with Payment

Invoice #: 5848207 **Amount Due:** \$6,400.00
Installment #: Not Applicable
Due Date: 9/28/2023 **Amount Paid:**

Remit To: McNeil & Company, Inc
P.O. Box 292
Canajoharie NY 13317

Insured: City of Pryor Creek Fire Department
Re: MEIM09217807

00006020120IP000005848207000000640000

Invoice

Insured: City of Pryor Creek Fire Department
PO Box 1167
Pryor, OK 74362

Invoice #: 5847207
Installment #: Not Applicable
Invoice Date: 08/29/2023
Due Date: 9/28/2023

Bill To: City of Pryor Creek Fire Department
PO Box 1167
Pryor, OK 74362

Remit To: McNeil & Company, Inc
P.O. Box 292
Canajoharie, NY 13317
Ph: 1-800-822-3747

Policy	MEPK09153107	Eff Date	8/22/2023	Exp Date	8/22/2024	Company	Arch Insurance Company
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Line Code	Tran Code	Eff Date	Amount
Commercial Package	Renewal	8/22/2023	\$20,188.00

Invoice Total: \$20,188.00

***** If payment has been sent, please disregard this invoice. *****

***** Pay online at <https://payments.mcneilandcompany.com> *****

Please Detach and Return Bottom Portion with Payment

Invoice #: 5847207	Amount Due: \$20,188.00
Installment #: Not Applicable	Amount Paid: <input type="text"/>
Due Date: 9/28/2023	

Remit To: McNeil & Company, Inc
P.O. Box 292
Canajoharie NY 13317

Insured: City of Pryor Creek Fire Department
Re: MEPK09153107