

**PROCLAMATION
CONSTITUTION WEEK**

SEPTEMBER 17th – 23rd, 2020

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17th, 2020, marks the two hundred and thirty-third anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Larry Lees, by virtue of the authority vested in me as Mayor of the City of Pryor Creek, Oklahoma, do hereby proclaim the week of September 17th – 23rd, 2020 as

CONSTITUTION WEEK

And ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Attest:

Eva Smith
City Clerk

Larry Lees
Mayor

MEMORANDUM

Date: September 10, 2020

From: Larry Lees, Mayor

To: City of Pryor Creek, City Council

Subject: CARES Act Reimbursement (CAR)

Dear City Council Members,

At our City Council meeting on September 1st, we passed a resolution that cleared a path for obtaining the whole CARES Act Reimbursement (CAR) amount assigned to Pryor Creek by the State of Oklahoma. Our process in this regard started several months ago. As the weeks passed the State updated their instructions and gave guidance for towns, cities, and counties.

We have followed the guidelines from the beginning. In creating a responsible organization for tracking the changing State guidelines, filing claims, and establishing sound accounting practices. Our City Clerk Eva Smith and I assigned responsibility to Deputy Clerk Stephen Stockham as our CAR point of contact. He has done a great job with the internal tasks that no one sees as well as keeping Eva and me informed of changes.

Our total assigned amount for reimbursement is calculated to be \$722,935.44. Since June of this year we have been submitting relatively small claims to the State for reimbursement totaling \$55,133.81. We have been advised that these small claims will be paid. That money will be reimbursed into the reimbursement revenue line item for those specific amounts already spent, then sent to the appropriate department revenue items.

This month we were able to submit a claim for the remaining \$667,801.63 which was the result of the resolution passed on September 1, 2020. This remaining amount was transferred to our bank account this week. I have instructed Eva to create a revenue account and a disbursement account within the city general fund. We then will have the ability to track all transactive activity regarding this large CAR. Because of the nature of the amount and because of our discretionary ability to use these funds, I am recommending that City Council assume responsibility for decision making regarding how, when and where these funds will be spent.

Although the CAR funds are granted to us and we should reimburse city departments for COVID-19 expenses appropriately, the most recent guidelines define a broad

discretionary use of the funds. City Council guidance is, therefore, needed as we work forward.

Please consider the following guide and process for use of the CAR fund.

1. COVID -19 related expenses are a priority.
2. Reserve 28% (\$202,422.00) of the total CAR amount for potential future COVID-19 expenses through February 2021. A use evaluation of the reserve will be accomplished in March 2021 and reported back to City Council no later than the April 6, 2021 City Council meeting.
3. COVID-19 expense amounts up to and including \$5,000 should be spent from budgeted funds and gathered for reimbursement to the individual department budget revenue line item and sent to City Council for approval.
4. Amounts over \$5,000 can be petitioned to Council for approval, then to be expensed from CAR funds.
5. An accounting of CAR will be reported at each City Council meeting.

I am very thankful for the awesome teamwork spirit we share in representing our citizens as we attempt to be good stewards of these funds.

Respectfully,

Larry Lees

2020 PRICING: JACK KIOSK and JACK PACK for WEB, VOICE, MOBILE, POS

Please COMPLETE and RETURN to ADCOMP SYSTEMS
 Email to sales@adcompsystems.com
 or FAX to 877-767-9747.
 PRICE QUOTE PREPARED FOR

NAME	City of Pryor North Rowe Street Pryor, Oklahoma 74361 City Hall Phone: (918) 825-2100 www.mubpryor.org
Contacts	Teri Hill, Office Manager hillt@pryorcreek.org Phone: 918.825.2100
Other Contacts	Jared Crisp, P.E., General Manager crispj@pryorcreek.org Eva Smith, Pryor City Clerk smithe@pryorcreek.org
DATE	September 3, 2020
Account Executive	Robert Smith "BIG BOB"
PO#	
Signature	



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SUMMARY: Pricing quotes for One JACK Kiosk (ALL MODELS). Pricing includes all BASIC KIOSK components, BASIC KIOSK SOFTWARE, and ADVANCED KIOSK SOFTWARE. NO Additional BASIC KIOSK SOFTWARE required. All Upgrade Options included except the Coin Dispenser (Kiosk configured to NOT accept coin change for cash payments. Coins are dispensed for change ONLY.) Weatherizing is NOT included (NOT required for kiosks installed inside a wall or building). JACK Kiosks will support multiple applications. First year annual support/maintenance pricing also displayed. JACK PACK options include Utility Express, Citation Smart, Online Web payments, and POS and IVR payment services. E-Billing Service is also available. Pricing quotes only, all pricing subject to change.

ONE APPLICATION ONLY Utility Payments	TWO APPLICATIONS Utility Payments Plus One Other Department - Courts	THREE APPLICATIONS Utility Payments Plus Two Other Departments
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Item #	BASIC KIOSK	Qty	Unit \$	Price \$	Qty	Unit \$	Price \$	Qty	Unit \$	Price \$	COMMENTS
1	The BASIC KIOSK includes One Application. Also includes TouchScreen, Receipt Printer, Cabinet, Bill Acceptor, CC Reader. The BASIC KIOSK PAYMENT SOFTWARE is applied for each Department Application. Kiosks may be designed to accept payments by cash, credit card, and check.	1	\$16,546	\$16,546	1	\$16,546	\$16,546	1	\$16,546	\$16,546	REQUIRED NOTE: Kiosk Cabinets are designed to be bolted to the floor or wall for added security. Various Kiosk models available.
2	ADDITIONAL DEPARTMENTS - The BASIC KIOSK PAYMENT SOFTWARE extended to include additional departments	0	\$2,700	\$0	1	\$2,700	\$2,700	2	\$2,700	\$5,400	JACK Kiosk will support multiple departments. Pricing Option applied to each additional department. i.e., Utilities, Taxes, Courts, etc.
Item #	UPGRADE OPTIONS	Qty	Unit \$	Price \$	Qty	Unit \$	Price \$	Qty	Unit \$	Price \$	COMMENTS
3	ADVANCED KIOSK PAYMENT SOFTWARE enables account lookup and payment/balance update using client software API or lockbox file.	1	\$4,300	\$4,300	2	\$4,300	\$8,600	3	\$4,300	\$12,900	Option added per department. eg: utilities / courts / taxes etc. NOTE: Client is responsible for obtaining an API license from the host software company, if required. The host API fee is independent of AdComp Systems pricing and is not included in the pricing quote.
5	Check MICR Reader - Imager	1	\$2,390	\$2,390	1	\$2,390	\$2,390	1	\$2,390	\$2,390	Highly Recommended
6	BILL RECYCLER - Two denomination	1	\$2,800	\$2,800	1	\$2,800	\$2,800	1	\$2,800	\$2,800	ONLY REQUIRED when bill change is dispensed.
7	COIN DISPENSER - The Kiosk will NOT accept coins for payments. The Kiosk will dispense coins ONLY for change.	0	\$2,371	\$0	0	\$2,371	\$0	0	\$2,371	\$0	NOT RECOMMENDED and not required.
8	BARCODE READER - scans and reads barcode on account remit stub	1	\$785	\$785	1	\$785	\$785	1	\$785	\$785	Highly Recommended Available for bill and citation stubs with printed account barcodes.
9	SECURITY CAMERAS	1	\$1,143	\$1,143	1	\$1,143	\$1,143	1	\$1,143	\$1,143	HIGHLY RECOMMENDED
10	OUTSIDE ENCLOSURE / Weatherizing	0	\$3,000	\$0	0	\$3,000	\$0	0	\$3,000	\$0	NOTE: Option required only on free standing, outdoor models.
11	SETUP, CONFIGURATION, TRAINING - Two days max. Travel not included. Could be onsite or remote.	1	\$1,200	\$1,200	1	\$1,200	\$1,200	1	\$1,200	\$1,200	NOTE: The physical installation of the kiosk unit is the responsibility of the client.
PURCHASE OPTIONS TOTAL				\$29,164		\$36,164		\$43,164			
12	ANNUAL MAINTENANCE CONTRACT - Twenty percent (20%) of cost price is due and billed when kiosk goes live.			\$5,833			\$7,233			\$8,633	
13	GRAND TOTAL			\$34,997			\$43,397			\$51,797	

NOTE: ALL ORDERS ARE CONFIRMED with a PO# and a 100% Advance Payment.

SHIPPING AND HANDLING - These Costs Not Included. TAXES, if applicable, ARE NOT INCLUDED.

ALL PRICING QUOTES ARE SUBJECT TO CHANGE

SUMMARY: Pricing quotes for One JACK Kiosk (ALL MODELS). Pricing includes all BASIC KIOSK components, BASIC KIOSK SOFTWARE, and ADVANCED KIOSK SOFTWARE. NO Additional BASIC KIOSK SOFTWARE required. All Upgrade Options included except the Coin Dispenser (Kiosk configured to NOT accept coin change for cash payments. Coins are dispensed ONLY for change return.) Weatherizing is NOT included (NOT required for kiosks installed inside a wall or building). JACK Kiosks will support multiple applications. First year annual support/maintenance pricing also displayed. JACK PACK options include Utility Express, Citation Smart, Online Web payments, and POS and IVR payment services. E-Billing Service is also available. Pricing quotes only, all pricing subject to change.

Before & After Rendition : Pryor, Oklahoma



JACK Kiosk at Work 24/7 for Your City





Spectrum Renewal Order Form

Customer

Legal Customer Name Pryor Creek Recreation Center
Contact Name Rachel Sordahl
Contact Title Director
Street Address 6 N. Adair
Pryor, Oklahoma 74362

Company

CSI SOFTWARE

Attn: Legal Department

600 University Park Place
Suite 500
Birmingham, AL 35209

This order form ("the "Order Form") is entered into as of the date of signature by the authorized representatives of each of the parties by and between Daxko, LLC d/b/a CSI Software ("CSI") and the above named organization (the "Customer") and **hereby expressly incorporates by reference the Daxko Spectrum Service Agreement available at <http://daxko.com/csi-service-agreement>** (password: allt*getherbetter1998) ("Service Agreement"), together with all additional terms and conditions which are incorporated by reference herein and therein (collectively, the "Agreement"). In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CSI and Customer agree as follows:

1. Term:The parties agree that if the term of the Customer's Prior Spectrum Contract (defined in Section 7 below) ends other than on the last day of a month, then the term of such Prior Spectrum Contract shall be amended and extended to the last day of the month in which such Prior Spectrum Contract is set to expire. The initial term of this Agreement will commence on the first day of the month following expiration of the Prior Spectrum Contract, as amended by the foregoing sentence (the "Contract Date") and shall continue in effect for 36 months from the Contract Date (the "Initial Term").After the expiration of the Initial Term and each renewal term thereafter, this Agreement will be automatically renewed at the then-current standard pricing for

successive renewal terms, each with a duration equal to the duration of the Initial Term, unless either party gives written notice to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then current term (with the Initial Term and each renewal term being the "Term").

2. CSI Spectrum License: Subject to the terms and conditions of this Agreement and the performance by Customer of its obligations under this Agreement, CSI hereby grants to Customer a non-exclusive, revocable, non-transferable, non-sublicensable license during the Term of this Agreement for the licensed authorized users of Customer to access and use the Daxko Spectrum Services, including all modules licensed under the Prior Spectrum Contract (the "Services"), for Customer's internal business purposes at the Authorized Locations described in this Order Form.

3. Training: Customer will receive 0 hours of training and support on using the Services (total hours include preparation and travel time to and from the destination).

4. Authorized Locations: The following facility locations are "Authorized Locations" pursuant to this Agreement (and additional site locations shall require the prior written agreement of CSI and may be subject to additional fees and terms):

Pryor Creek Recreation Center
6 N. Adair
Pryor, OK, 74362

5. Launch Date: As this is a renewal, Customer is already launched on the Services. Customer agrees to fully cooperate and to provide all information and access to Customer's operations during normal business hours or at such other times and days as may be mutually agreed to by the parties, in order to configure and launch any new Services and any updates.

6. Fees:

a. Up Front Fees: Customer will be charged one-time, non-refundable fees in the amounts of \$0 for system configuration services, \$0 for data conversion, and \$0 for training services, and such fees shall be due and payable upon the signing of this Agreement.

b. Monthly Managed Service Fee: Customer will be charged a monthly managed service fee following the Contract Date. The Service Year is the period of time from the Contract Date or Contract Date anniversary to the next Contract Date anniversary. The total monthly managed service fee for Service Year 1 of the Initial Term shall be as set forth in the following table:

Service Year	Monthly Managed Service Fee
Year 1	\$1804.44

c. Fee Increases. The above fees may be increased by CSI, provided that the percentage increase in any twelve (12) month period shall not exceed the percentage increase in the Consumer Price Index plus three percent (3%) during the period between rate changes. The Consumer Price Index means the Consumer Price Index- All Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics at www.bls.gov for the immediately preceding calendar year. The foregoing limitation does not apply to: (a) transaction fees, training fees, installation fees, or any reimbursable expenses - all of which will be available at then-current rates or, (b) services no longer offered for license or sale, or (c) when any third party provider increases the fees it charges to CSI beyond the limitation provided above, in which case CSI reserves the right to pass such additional fees on to Customer.

d. Transaction Fees. In addition to fees set forth in any applicable merchant processing agreement, the following fees will be charged to Customer:

Credit Card Items	Fee*	Metric	Payable
Credit Card Transaction Fees	\$0.22	Transactions	Variable
Gateway Maintenance Fee	\$60.00	Per Location	Monthly

ACH Items	Fee*	Metric	Payable
ACH Transaction Fee per transaction	\$0.47	Per Transaction	Variable
Gateway Maintenance Fee	\$34.97	Per Location	Monthly
ACH Return Fee	\$7.00	Per Return	Variable
ACH Application / Setup Fee	\$250.00	Per Location	One-Time

e. Auto Debit Authorization: Customer hereby authorizes CSI to debit Customer's designated bank account to be identified to CSI via separate documentation, for the full amount of all fees, expenses and reimbursements then due under this Agreement. Customer shall maintain sufficient funds in Customer's designated bank account at all times during the Term of this Agreement to enable CSI to debit such accounts for the fees, expenses and reimbursements then due under this Agreement, the failure of which shall constitute a default for the failure to pay all such amounts. Within thirty (30) days after execution of this Agreement, if paying by debit, Customer shall complete and submit to CSI an auto debit authorization form together with a voided check from Customer's designated bank account, with the necessary information for CSI to debit, when they become due, the full amount of all fees, expense and reimbursements under this Agreement. Customer shall provide an updated authorization form to CSI promptly upon any relevant changes to the information set forth therein. Customer is responsible for reimbursing CSI for any fees or penalties incurred by CSI in connection with debiting from the account designated by Customer.

f. Statements for Fees: Statements for monthly fees will be sent via electronic mail to Customer within the first five (5) business days of the service month. If Customer does not dispute the statements within five (5) days of receipt, then Customer's designated bank account will be automatically debited on the fifteenth (15th) day of the month for the fees of the previous month. Statements for one-time, training, and consulting fees and other reimbursable expenses will be sent via electronic mail to Customer following the performance of the services. If Customer does not dispute the statement within five (5) days of receipt, then Customer's designated bank account will be automatically debited ten (10) days from the date of the statement.

7. Prior Agreements: If Customer has entered into any previous agreements with CSI (or its predecessors in interest) for CSI Spectrum products and services ("Prior Spectrum Contracts"), this Agreement entirely replaces and supersedes all such Prior Spectrum Contracts in their entirety, and such Prior Spectrum Contracts shall be deemed terminated upon the mutual agreement of the parties, effective as of the Contract Date of this Agreement.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS ORDER FORM, THE SERVICE AGREEMENT available at <http://daxko.com/csi-service-agreement>, AND ALL OTHER TERMS AND WHICH ARE EXPRESSLY INCORPORATED BY REFERENCE, WHICH THE PARTIES AGREE ARE ESSENTIAL TO THE PARTIES' WILLINGNESS TO ENTER INTO THIS AGREEMENT. BY SIGNING BELOW, THE PARTIES EXPRESS THEIR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Agreement may be executed in multiple counterparts, with .pdf or electronic signatures, and each party waives any rights or requirements under any law or regulation that requires an original, non-electronic signature or the delivery or maintenance of a non-electronic record.

Customer

Company

Signature: *Rachel Sordahl*

Signature: *Winston Gillum*

Name: Rachel Sordahl

Name: Winston Gillum

Title: PCRC Director

Title: CFO

Date: 01/21/2020

Date: 01/22/2020

Signature Certificate

Document Ref.: MSUGP-Q5XWT-MDF55-KQJAK

Document signed by:

	<p>Rachel Sordahl E-mail: sordahlr@pryorcreek.org Signed via link</p>	
	<p>Winston Gillum Verified E-mail: wgillum@daxko.com</p>	

IP: 216.150.112.242 Date: 21 Jan 2020 16:47:48 UTC

IP: 74.11.33.194 Date: 22 Jan 2020 22:27:26 UTC

Document completed by all parties on:
22 Jan 2020 22:27:26 UTC

Page 1 of 1



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**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, SEPTEMBER 1ST, 2020 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 e-mailed to The Paper newspaper and e-mailed to the Council members.

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

Mayor Lees called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Jon Ketcher. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Jon Ketcher, Choya Shropshire, Dennis Nance, Steve Smith, Randy Chitwood, Briana Brakefield, Yolanda Thompson and Jimmy Tramel. Members absent: none.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Police Chief Dennis Nichols, Fire Chief B.K. Young, Emergency Management Director Johnny Janzen, Golf Superintendent Dennis Bowman, Library Director Cari Rerat, Recreation Center Director Jessica Long.

Others present: Police Captain Kevin Tramel, Police Officer Dustin VanHorn, Animal Control Officer Becki Sams, Library Board Chairman Jeanette Anderson, Park Board Chairman Bill Kannegiesser, Park Board member Melinda Marks, Donna Bowman, City Engineer Steve Powell, Grand Gateway representative Tami McKeon, Kemie Shropshire and Terry Aylward.

2. PETITIONS FROM THE AUDIENCE. (LIMITED TO 5 MINUTES.)

There were no petitions.

3. DEPARTMENT HEAD REPORTS IF NEEDED.

a. Building Inspector

No report.

b. Emergency Management

Janzen had nothing new to report. He asked if Council had any questions for him, and he was asked about a machine to produce disinfectant.

c. Fire

Young reported that they are accepting applications for new positions. October is Fire Safety Month and they will be visiting schools.

d. Golf

Bowman stated he would have a presentation later in the meeting.

e. Library

Rerat reported Story Time starts tomorrow on-line. She continues to work on the census and Mayes has been named "Most Improved County."

f. Parks / Cemetery

No report.

g. Police

Nichols reported that they are accepting applications for new positions.

h. Recreation Center

Long reported that she has been meeting with Mr. Paddock and the pool will shut down on October 5th. She also reported that the Recreation Center has 62 new members.

i. Street

No report.

4. MAYOR'S REPORT:

a. Discussion and possible action regarding approval of the Preliminary Engineering Report for the Pryor/Mayes Resilience Transportation & Economic Project and the commitment of City of Pryor Creek funds associated with the project. The proposed project will be funded by Economic Development Association (EDA) Grant Funds and in-kind funds from Pryor Creek, Mayes County, Municipal Utility Board and MidAmerica Industrial Park.

Motion was made by Shropshire, second by Nance to approve the Preliminary Engineering Report for the Pryor/Mayes Resilience Transportation & Economic Project and the commitment of City of Pryor Creek funds associated with the project. The proposed project will be funded by Economic Development Association (EDA) Grant Funds and in-kind funds from Pryor Creek, Mayes County, Municipal Utility Board and MidAmerica Industrial Park. Grand Gateway representative Tami McKeon made a presentation and answered questions. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Thompson. Abstaining, counting as a no vote: Tramel. Voting no: none.

b. Recognition of Marie Reist for her service at the Thomas J Harrison Pryor Public Library and acceptance of her resignation.

Motion was made by Chitwood, second by Smith to accept resignation of Marie Reist. Cari Rerat spoke. Voting yes: Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

c. Pryor Creek Golf Course presentation by Dennis Bowman.

No action. Dennis Bowman made a presentation regarding the Pryor Creek Golf Course.

5. CITY ATTORNEY'S REPORT:

a. Discussion and possible action concerning setting a public hearing date and for issuance of notice on the proposed annexation of the property described as follows: the West One Hundred Forty (140) feet of the South Three Hundred (300) feet of Government Lot Number Four (4), of Section Thirty-one (31), Township Twenty-one (21) North, and Range Nineteen (19) East of the Indian Base and Meridian, Mayes County, State of Oklahoma.

Motion was made by Brakefield, second by Nance to approve setting a public hearing date and for issuance of notice on the proposed annexation of the property described as follows: the West One Hundred Forty (140) feet of the South Three Hundred (300) feet of Government Lot Number Four (4), of Section Thirty-one (31), Township Twenty-one (21) North, and Range Nineteen (19) East of the Indian Base and Meridian, Mayes County, State of Oklahoma.

Brakefield and Nance amended their motion and second to set the hearing date as September 15th, 2020.

Voting yes: Nance, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

b. Discussion and possible action regarding a resolution concerning funding pursuant to the CARES Act and the Coronavirus Relief Fund, Confirming that it is the policy of the City that all Public Safety Personnel costs are "Substantially Dedicated" to the COVID-19 Response Efforts of the City through the ongoing state of emergency.

Motion was made by Shropshire, second by Thompson to approve a resolution concerning funding pursuant to the CARES Act and the Coronavirus Relief Fund, Confirming that it is the policy of the City that all Public Safety Personnel costs are "Substantially Dedicated" to the COVID-19 Response Efforts of the City through the ongoing state of emergency.

Shropshire and Thompson amended their motion and second to include Resolution #2020 - 9. Voting yes: Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

c. Discussion and possible action authorizing the City Attorney to submit a claim to Pryor Public Schools for 1/2 the cost of repairs of 9th Street in front of the high school based on damages done to the road in the school construction project. The estimated amount of the claim based on estimates at this time is \$14,754.25.

Motion was made by Thompson, second by Ketcher to approve authorizing the City Attorney to submit a claim to Pryor Public Schools for 1/2 the cost of repairs of 9th Street in front of the high school based on damages done to the road in the school construction project. The estimated amount of the claim based on estimates at this time is \$14,754.25.

City Attorney Ritchie requested this item be tabled until the first meeting in October.

Thompson and Ketcher amended their motion and second to table this item until the October 6th Council meeting. Voting yes: Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith. Voting no: none.

City Council took a break at 7:35 p.m. and resumed at 7:45 p.m.

Back to Item 5.a.

a. Discussion and possible action concerning setting a public hearing date and for issuance of notice on the proposed annexation of the property described as follows: the West One Hundred Forty (140) feet of the South Three Hundred (300) feet of Government Lot Number Four (4), of Section Thirty-one (31), Township Twenty-one (21) North, and Range Nineteen (19) East of the Indian Base and Meridian, Mayes County, State of Oklahoma.

Motion was made by Thompson, second by Ketcher to amend the hearing date to be held October 6th, 2020. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

6. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

(Items deemed non-controversial and routine in nature to be approved by one motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda.)

- a. Approve minutes of the August 18th, 2020 Council meeting.
- b. Approve payroll purchase orders through September 4th, 2020.
- c. Approve claims for purchase orders through September 1st, 2020.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	2020200489 - 911187B	109,165.01
STREET & DRAINAGE	911200B - 2020200270	111,189.01
GOLF COURSE	2020200459 - 2020200511	17,863.98
CAPITAL OUTLAY	2020200151	6,868.56
REAL PROPERTY ACQUIS.	2020200488 - 2020200477	8,425.00
RECREATION CENTER	2020200410 - 2020200484	22,221.24
PPWA	2020200478 - 2020200491	6,200.00
E-911	911162B	1,599.30
DONATIONS CASH FUND	2020200455	267.00
TOTAL		283,799.10
NO BLANKETS		

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
- e. Discussion and possible action regarding authorizing the Pryor Creek Police Department to donate 144 miscellaneous bicycles and one go-cart frame with a Briggs and Stratton motor to Bikers Against Child Abuse (BACA), a 501 (c)(3) corporation. The bicycles and go-cart frame are currently in the Pryor Police impound lot and were ordered to be disposed of by the District Court of Mayes County on August 12th, 2020.
- f. Discussion and possible action regarding closing Graham Avenue from Hogan to Adair Street, North to NE 1st Street and back to Hogan for a Homecoming Parade on Tuesday evening, September 8th, 2020 from 5:00 p.m. – 8:00 p.m.
- g. Discussion and possible action regarding obtaining an RFQ from our local lending institutions to fund 50 new golf carts. The anticipated term is 4 years and the estimated amount of up to \$135,000.00 from Golf Capital Outlay Cart Lease Account #41-415-5413.
- h. Discussion and possible action regarding the nomination of Mr. Casey King to fill Park Board Seat #4, term ending 7/31/23.
- i. Discussion and possible action regarding an expenditure in the amount of \$13,342.05 to Motorola Solutions for the purchase of five (5) APX 4000/800 MHZ Model 2 portable radios at state contract price from Police Equipment Capital Outlay Account #44-445-5424.
- j. Discussion and possible action to correct and clarify action of election of Choya Shropshire to position of President of Council. By reason of Scrivener’s error, the title of Vice-Mayor was used in process.
- k. Discussion and possible action regarding approval of a 2% cost of living increase for all city employees including full-time employees, part-time employees, and elected officials, as described in Ordinance #2009 - 2, (not including temporary services employees) in the approved City of Pryor Creek 2020-2021 budget to be retroactive to July 1st, 2020.
- l. Discussion and possible action regarding approval of 2020-2021 City Longevity Table for the City of Pryor Creek, as approved in the 2020-2021 City of Pryor Creek Budget.
- m. Discussion and possible action regarding accepting the Addendum to Collective Bargaining Agreement Between the City of Pryor Creek, Oklahoma and Local 3567 of the International Association of Fire Fighters, AFL-CIO/CLC. (Article 22, Section 4)
- n. Discussion and possible action regarding an expenditure in the amount of \$11,680.05 to Oklahoma Municipal League for 2020-2021 Annual Service Fees, from General Dues and Subscriptions Account #02-201-5032.
- o. Discussion and possible action regarding the transfer of \$22,500.00 from General Unallocated Reserve and Excess Account #02-201-5041 to Emergency Management Accounts as follows: CEM Salaries Account #02-225-5011 - \$16,000.00, CEM Worker’s Compensation Insurance

Account #02-225-5025 - \$500.00, CEM Telephone Account #02-225-5061 - \$2,000.00, and CEM Repair and Maintenance Account #02-225-5091 - \$4,000.00.

Motion was made by Chitwood, second by Smith to approve items a – o, less items a, g, k, n and o. Tramel called for a point of order regarding 6.g. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield. Voting no: none.

a. Approve minutes of the August 18th, 2020 Council meeting.

Motion was made by Smith, second by Shropshire to approve minutes of the August 18th, 2020 Council meeting. Voting yes: Thompson, Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel. Abstaining, counting as a no vote: Chitwood. Voting no: none.

k. Discussion and possible action regarding approval of a 2% cost of living increase for all city employees including full-time employees, part-time employees, and elected officials, as described in Ordinance #2009 - 2, (not including temporary services employees) in the approved City of Pryor Creek 2020-2021 budget to be retroactive to July 1st, 2020.

Motion was made by Ketcher, second by Brakefield to approve a 2% cost of living increase for all city employees including full-time employees, part-time employees, and elected officials, as described in Ordinance #2009 - 2, (not including temporary services employees) in the approved City of Pryor Creek 2020-2021 budget to be retroactive to July 1st, 2020. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.

n. Discussion and possible action regarding an expenditure in the amount of \$11,680.05 to Oklahoma Municipal League for 2020-2021 Annual Service Fees, from General Dues and Subscriptions Account #02-201-5032.

Motion was made by Tramel, second by Smith to approve an expenditure in the amount of \$11,680.05 to Oklahoma Municipal League for 2020-2021 Annual Service Fees, from General Dues and Subscriptions Account #02-201-5032. Voting yes: Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

o. Discussion and possible action regarding the transfer of \$22,500.00 from General Unallocated Reserve and Excess Account #02-201-5041 to Emergency Management Accounts as follows: CEM Salaries Account #02-225-5011 - \$16,000.00, CEM Worker's Compensation Insurance Account #02-225-5025 - \$500.00, CEM Telephone Account #02-225-5061 - \$2,000.00, and CEM Repair and Maintenance Account #02-225-5091 - \$4,000.00.

Motion was made by Shropshire, second by Chitwood to approve the transfer of \$22,500.00 from General Unallocated Reserve and Excess Account #02-201-5041 to Emergency Management Accounts as follows: CEM Salaries Account #02-225-5011 - \$16,000.00, CEM Worker's Compensation Insurance Account #02-225-5025 - \$500.00, CEM Telephone Account #02-225-5061 - \$2,000.00, and CEM Repair and Maintenance Account #02-225-5091 - \$4,000.00. Voting yes: Nance, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Abstaining, counting as a no vote: Smith. Voting no: none.

Back to Item 6.g – City Attorney's Opinion: This item is not out of order.

g. Discussion and possible action regarding obtaining an RFQ from our local lending institutions to fund 50 new golf carts. The anticipated term is 4 years and the estimated amount of up to \$135,000.00 from Golf Capital Outlay Cart Lease Account #41-415-5413.

Motion was made by Thompson, second by Nance to approve obtaining an RFQ from our local lending institutions to fund 50 new golf carts. The anticipated term is 4 years and the estimated amount of up to \$135,000.00 from Golf Capital Outlay Cart Lease Account #41-415-5413. Voting yes: Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

7. COMMITTEE REPORTS:

a. Budget and Personnel (Brakefield)

No report other than stating that they will meet next week.

b. Ordinance and Insurance (Shropshire)

Shropshire reported they will be setting a meeting, possibly on September 22nd.

c. Street (Smith)

Smith reported that they are meeting on the 3rd regarding the Armstrong property.

8. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

9. ADJOURN.

Motion was made by Shropshire, second by Chitwood to adjourn. Voting yes: Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 8:30 p.m.

2. APPROVE MINUTES OF AUGUST 18TH, 2020 MEETING.

Motion was made by Chitwood, second by Smith to approve minutes of August 18th, 2020 meeting. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith. Abstaining, counting as a no vote: Chitwood. Voting no: none.

3. DISCUSSION AND POSSIBLE ACTION REGARDING AN EXPENDITURE OF \$4,000.00 TO GRAND GATEWAY ECONOMIC DEVELOPMENT ASSOCIATION FOR THE ANNUAL MEMBERSHIP FOR FISCAL YEAR 2021 FROM PRYOR PUBLIC WORKS AUTHORITY DUES – GRAND GATEWAY ACCOUNT #88-885-5349.

Motion was made by Chitwood, second by Smith to approve an expenditure of \$4,000.00 to Grand Gateway Economic Development Association for the Annual Membership for Fiscal Year 2021 from Pryor Public Works Authority Dues – Grand Gateway Account #88-885-5349. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

4. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

5. ADJOURN.

Motion was made by Ketcher, second by Smith to adjourn. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN LARRY LEES

MINUTES WRITTEN BY CITY CLERK / P.P.W.A. SECRETARY EVA SMITH

MEMORANDUM OF UNDERSTANDING
For Medical Countermeasures (MCM) Point of Dispensing (POD) Locations

This understanding is made and entered into by and between the Mayes County Health Department and the City of Pryor Creek, Okla.

Whereas, it is the policy of the State of Oklahoma to authorize and provide coordination of activities relating to disaster prevention, preparedness, response and recovery.

Whereas, the parties recognize the vulnerability of the people and communities located within the county to damage, injury, and loss of life and property resulting from disaster and/or civil emergencies and recognize that such events may present equipment, personnel, and facility requirements beyond the capacity of the county.

Whereas, a mass immunization/prophylaxis site is where immunization/prophylaxis is provided to a large number of citizens within a short time period, or serves as a specimen collection site in response to an emergency that involves an actual or imminent infectious disease threat.

The parties hereby desire to reach a mutual understanding that will result in making the City of Pryor Creek available to the Mayes County Health Department for use during a public health emergency response.

Now therefore, it is accepted between the parties as follows:

1. The City of Pryor Creek accepts that to the best of its ability and upon the request of the Mayes County Health Department, to allow said agency the use of its facilities within four (4) hours of the request and for the time periods being requested, for mass clinics (dispensing or collection), warehousing of medical assets, and personal protective equipment required to support disease prevention and control operations,
2. The parties shall review this document at least annually with modifications made upon mutual written exchange of the parties. Either party may terminate this understanding upon written notice to the other party.

The parties having read and understood the foregoing terms of this document do by their respective signatures dated below hereby accept the terms thereof.

Larry Lees, mayor
City of Pryor Creek



Maria Alexander, regional director
Craig, Delaware, Mayes, Ottawa, Nowata, Rogers,
Wagoner, and Washington County Health Departments

Date: _____

Date: 8-28-2020

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

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

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

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment upon receipt of monthly/quarterly bill to "USDA, APHIS" in the amount of \$ 5,000.00.
2. 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.
3. 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.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. 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.
6. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

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 also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

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 there from.

ARTICLE 6

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 USC 1346(b), 2401(b), 2671-2680). 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.

This agreement shall become effective October 1, 2020, and shall continue until September 30, 2021 [not to exceed one year for OTC]. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:

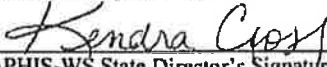
Cooperator's Tax ID No. (unless Over-the-Counter CSA): _____
APHIS-WS's Tax ID: 41-0696271

Cooperator Name/signer, Address
City of Pryor Creek
Lisa Malone/PO Box 1167
Pryor, OK 74362

APHIS-WS State Office/signer, Address
Kendra Cross, Assistant State Director
2800 N Lincoln Blvd
Oklahoma City, OK 73105

Cooperator's Signature

Date



APHIS-WS State Director's Signature

8/28/2020

Date

WORK PLAN

Wildlife Species: Feral pigeons and beavers

Description of Damage: Removal of feral pigeons and beavers that is damaging property and threatening human health and safety.

Location: City of Pryor Creek

Services Provided: WS employees will respond in a timely manner to complaints from City of Pryor Creek personnel and implement an integrated wildlife damage management approach using effective management strategies and tools to resolve the immediate feral pigeons or beaver conflict. WS will utilize all legal and approved methods. Approval of methods will be provided via Work Initiation Document to be completed by Wildlife Services.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$4,500.00
Travel		
Vehicles		
Other Services		
Supplies and Materials		\$500.00
Equipment		
Subtotal (Direct Charges)		\$4,500.00
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	---
Indirect Costs	16.15%	---
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: <i>[other description information to be added as desired]</i>		

Financial Point of Contact/Billing Address:

Cooperator Name, Address, Phone Number, Email

City of Pryor Creek
Lisa Malone
PO Box 1167
Pryor, OK 74362
918/825-6577
malonel@pryorcreek.org

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

USDA APHIS Wildlife Services
Tyler Hicks
2800 N Lincoln Blvd
Oklahoma City, OK 73105
405/522/5483
John.T.Hicks@usda.gov

Prepared by: Tyler Hicks

USDA Wildlife Services
P. O. BOX 36295
Oklahoma City, OK 73136
405/521-4039

INVOICE # 20-WLS-103

August 31, 2020

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

DATE	DESCRIPTION	RATE	DUE
October 1, 2020 through September 30, 2021	Labor and materials for control of feral pigeons & beavers using legal and approved methods.		\$ 5,000.00
	Remaining Balance Due		\$ 5,000.00

Make Checks Payable To: USDA-APHIS-WILDLIFE SERVICES

**RETURN PAYMENT TO: USDA-APHIS-WILDLIFE SERVICES
P. O. BOX 36295
Oklahoma City, OK 73136**

Emergency Management Performance Grant 2020

Amended Request for Reimbursement Form

Jurisdiction: City of Payon Creek

Date: _____

We are requesting payment for the following quarters of the Emergency Management Performance Grant 2020.

Check all that apply:

- Quarter 1
- Quarter 2
- Quarter 3
- Quarter 4 (Only Available at Closeout)

This request is for a total of \$ 2,500⁰⁰ dollars.

Chief Elected Official Signature: 



City of Pryor Creek

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

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 15th day of September, by and between the City of Pryor Creek, Oklahoma and the Pryor Main Street Program.

In consideration of funding provided by the City of Pryor Creek in the amount twenty thousand dollars and no cents (\$20,000.00), payable as a one-time payment, the Pryor Main Street Program does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2020-2021:

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Pryor Main Street Program

Date: _____

Date: _____

Attest: _____
City Clerk



City of Pryor Creek

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

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 15th day of September, by and between the City of Pryor Creek, Oklahoma and the Disabled American Veteran’s Program.

In consideration of funding provided by the City of Pryor Creek in the amount of one thousand dollars and no cents (\$1,000.00), payable as a one-time payment, the Disabled American Veteran’s Program does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2020-2021:

- (1) Assistance and transportation for Mayes County Disabled American Veterans.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Disabled American Veteran’s Program

Date: _____

Date: _____

Attest: _____
City Clerk



City of Pryor Creek

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

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 15th day of September, by and between the City of Pryor Creek, Oklahoma and Pelivan Transit (Grand Gateway Economic Development Association).

In consideration of funding provided by the City of Pryor Creek in the amount of twenty-five thousand dollars and no cents (\$25,000.00), payable as a one-time payment, Grand Gateway does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2020-2021:

- (1) Provide public transportation to the citizens of Pryor Creek, Oklahoma

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Pelivan Transit
(Grand Gateway Economic Development Association)

Date: _____

Date: _____

Attest: _____
City Clerk



City of Pryor Creek

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

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 15th day of September, by and between the City of Pryor Creek, Oklahoma and the Senior Citizen Nutrition Center.

In consideration of funding provided by the City of Pryor Creek in the amount of five thousand dollars and no cents (\$5,000.00), payable as a one-time payment, the Senior Citizens Nutrition Center does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2020-2021:

- (1) Assistance, events and transportation for Senior Citizens Nutrition Center.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Senior Citizens Nutrition Center

Date: _____

Date: _____

Attest: _____
City Clerk



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

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 15th day of September, by and between the City of Pryor Creek, Oklahoma and the Sertoma Senior Citizen Center.

In consideration of funding provided by the City of Pryor Creek in the amount of five thousand dollars and no cents (\$5,000.00), payable as a one-time payment, the Sertoma Senior Citizens Center does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2020-2021:

- (1) Assistance, events and transportation for the Sertoma Senior Citizen Center.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Sertoma Senior Citizens Center

Date: _____

Date: _____

Attest: _____
City Clerk



City of Pryor Creek

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

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the 15th day of September, by and between the City of Pryor Creek, Oklahoma and the Veteran’s Program / American Legion.

In consideration of funding provided by the City of Pryor Creek in the amount of one thousand dollars and no cents (\$1,000.00), payable as a one-time payment, the Veteran’s Program / American Legion does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2020-2021:

- (1) Assistance for Mayes County Veterans.
- (2) Maintenance of Shelter at Pryor Creek Cemetery.
- (3) Verification of Veterans named on benches as well as collection of payment to the City of Pryor Creek for names on benches.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Veteran’s Program / American Legion

Date: _____

Date: _____

Attest: _____
City Clerk

ASSISTANT GOLF COURSE SUPERINTENDENT For Pryor Creek Golf Course

8/21/2020

Overview

The assistant golf course superintendent reports directly to the golf course superintendent. Under the superintendent's supervision, the assistant superintendent directs and participates in the maintenance of the golf course areas, including but not limited to, tees, greens, fairways, and cart paths; supervises the maintenance and repair of motorized and other mechanical equipment; and does related work as required. The assistant superintendent may serve in the superintendent's capacity during his/her absence.

Functions

- Assists in planning and supervising the maintenance of greens, tees and fairways; schedules work; and supervises the employees and the use of the equipment.
- Instructs equipment operators on the operation and care of mowing and other equipment; supervises pesticide applications and/or operates and calibrates pesticide application equipment; and supervises and participates in the operation and maintenance of pumps, and in the maintenance of irrigation and drainage systems.
- Strongly motivated to align and partner with superintendent to complete all tasks to the highest standards and achieve team goals.
- Assists in personnel management and evaluation, employee safety and personnel discipline.
- May modify the daily work schedule based on professional interpretation.

Employment standards

- Working knowledge of the maintenance of golf course tees, fairways and greens; seeding and maintenance practices for golf course turf; planting, cultivating, pruning, and caring for plants, shrubs and trees; characteristics and proper use of various fertilizers and soil conditioners; herbicides and pest control methods and materials; drainage control methods; and irrigation systems, including wells, pumps and automatic controls.
- Proficiency in computer use, knowledge of Microsoft Office and other applications as specified by supervisor.
- Ability to schedule and supervise maintenance work to achieve the most efficient utilization of workers and equipment; prepare clear and concise reports; and maintain effective employee and public relations.
- Possession of a valid driver's license.
- May require current state certification or licensing as a pesticide applicator.

QUALIFICATIONS: High School Diploma or equivalent (GED) preferred. Possess, enrolled or seeking a degree in a turfgrass management related field or applicable past experience (2 to 3 years of past golf course experience may be an applicable substitute). Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education. Possession of or ability to readily obtain a valid driver's license issued by the State of Oklahoma for the type of vehicle or equipment operated. OK Pesticide Certificate designation or ability to obtain certification within 90 days.

SCOPE AND EFFECT: The purpose of this position is to participate and assist in the maintenance of golf courses and all associated aspects. Success in this position results in safe and well-maintained courses.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY: This position has functional supervision over assigned seasonal personnel.

EQUIPMENT MANAGER For Pryor Creek Golf Course

8/21/2020

Overview

The equipment manager reports to the golf course superintendent and/or the assistant golf course superintendent and oversees a comprehensive preventive maintenance program for the golf course assets. This program includes the diagnostics and repair of failing equipment, keeping records of parts and labor needed to maintain each piece of equipment, and placing orders for parts and supplies needed for equipment or service. The equipment manager properly communicates any needs or problems relating to the maintenance or repair of equipment to the superintendent and/or the assistant superintendent, and schedules and directs the work assignments of the assistant equipment manager. The equipment manager places safety as a top priority and is responsible for maintaining a clean service area and maintenance building.

Functions

- Inspects, diagnoses and repairs mechanical defects/failures in various golf course maintenance equipment, including, diesel-, electric- and gasoline-powered automobiles, trucks, trenchers, sweepers, rollers, mowers, and other mechanical equipment used in utility work.
- Inspects, diagnoses and repairs golf carts, as needed.
- Instructs and/or trains golf course maintenance workers regarding preventive maintenance, and the proper cleaning of and safe operation of equipment.
- Prioritizes equipment repair and maintenance work.
- Maintains a preventive maintenance program within budget on all equipment, and purchases repair parts and replacement supplies.
- Keeps a complete set of records for equipment and parts inventory purchases, equipment conditions, costs of repairs and preventive maintenance for all equipment.
- Spot checks equipment for performance on the course, makes emergency repairs to equipment on the course, and services or supervises servicing of equipment prior to use.
- Oversees the shop area maintenance.
- Regulates employees' use of equipment in absence of superintendent and assistant superintendent, if needed, and performs other duties as directed by the superintendent.
- Recommends equipment purchases and leases.
- All other duties as assigned.

Employment standards

- Working knowledge of light and heavy maintenance equipment, golf carts and automotive apparatuses.
- Skill in the use of a variety of equipment repair tools, and the making of various types of mechanical repair.
- Working knowledge of the theory, care, and operation of internal combustion engines and mowing equipment.
- Working knowledge of the hazards and safety precautions of the profession.
- Ability to move heavy objects.

- Ability to work in a variety of weather conditions while repairing equipment.
- Ability to diagnose mechanical troubles and determine appropriate maintenance work.
- Proficiency in computer use, knowledge of Microsoft Office and other applications as specified by supervisor.
- Ability to communicate effectively and keep business records.
- Knowledge of and/or ability to play the game of golf and understand how job performance affects the playing conditions of the golf course.
- Possession of a valid driver's license, possibly a commercial driver's license (CDL).

Qualifications

- High School Diploma or equivalent (GED) preferred. One year certificate from college or technical school; or three to six months related experience and/or training preferred. Valid Driver's License . Requires a working knowledge of the general operation of gasoline, diesel and electric powered equipment, the proper methods of servicing golf carts, golf course equipment, and the repair and adjustment of power mowing equipment. Basic math skills (addition, subtraction, division). Speak English and have ability to understand and follow oral and written direction. Requires a mechanical ability; ability to use common mechanical tools.



Ms. Jimmie's School of Dance Contract

Ms. Jimmie's School of Dance has the approval to utilize the PCRC facility for dance classes. The program will hold dance class on Mondays in the group fitness room from 4pm until 5:55pm. All dancers and family members will exit the space by the start of the 6pm PCRC group fitness class. (If later class times become available, Ms. Jimmie will be notified.) The program will also hold dance class on Tuesdays in the basketball gym (west side) from 4:30pm until 7:30pm. In exchange, Ms. Jimmie's School of Dance will pay PCRC 20% of each dancer's \$50 monthly fee. This memorandum of agreement shall be effective only upon approval by the City Council.

Date

Pryor Creek Recreation Center Director Signature

Ms. Jimmie School of Dance Signature

Approved by the Pryor Creek City Council in regular session on this ____ day of _____ 2020.

Larry Lees, Mayor

Attest:

Eva Smith, City Clerk



2020-2021 Pryor Public School Contract

The **Pryor Public School After School Program** has the approval to utilize the PCRC facility and/or our instructors. The program will hold swim classes on Monday, Tuesday, and Thursday from 4pm until 5:30pm at PCRC during the months of Nov. and Dec., Jan. and Feb., and March and April for a total of 63 visits. In addition, PCRC will partner with Pryor Schools on the Maintain Don't Gain holiday challenge. All Pryor faculty will have the opportunity to participate in this challenge. Participants will receive two InBody scans (accompanied with a detailed explanation of said scan by a PCRC employee) and will receive a t-shirt for fulfilling the challenge requirements.

Pryor Special Tiger Sharks Swim Team will be utilizing the PCRC pool from September to May. The team plans to practice every Monday afternoon. PCRC and the Swim team head coach have spoken and she guarantees to have adequate coaches/volunteers at each practice to ensure a safe and productive environment. PCRC is also offering the swim team the option to schedule a second weekly practice if the coach deems it necessary.

This memorandum of agreement shall be effective only upon approval by the City Council.

Date

Pryor Creek Recreation Center Director Signature

Pryor Public School Representative Signature

Approved by the Pryor Creek City Council in regular session on this ____ day of _____ 2020.

Larry Lees, Mayor

Attest:

Eva Smith, City Clerk



Fiber Interactive

TECHNOLOGIES

Advanced Technology Hometown Service

Description	Rate	Qty	Line Total
Poly-VVX411 Polycom VVX411 VOIP Desktop Phones	\$166.00	18	\$2,988.00
Ethernet-Install-Indoor Indoor Rated Ethernet Cable Installation	\$85.00	18	\$1,530.00
Voice-Rec-5Yr 5 Year Voice Call recording for Inbound and Outbound Calls - Annual Contract - Includes Cloud and Off-Site Backups of Calls	\$2,126.00	1	\$2,126.00

Billed To
 James Willyard
 Pryor Creek Police Department
 214 South Mill
 Pryor, Oklahoma
 74361
 United States

Estimate Number
 0000031

Estimate Date
 08/20/2020

Subtotal 6,644.00

Tax 0.00

Estimate Total (USD) \$6,644.00

Notes

The price for the phone includes upgrading the software and custom configuration of the device along with installation and testing. The cost of the cabling includes configuration of the Extreme switch in the attic of the PD to move the phones to the voice VLAN. If you decide to purchase like phones elsewhere, please contact us for a quote for those services. If you decide to pull the Ethernet cabling, after you delete the \$1530, please add \$150 for switch configuration. All of the phones and voice recorder will move to the new building. The Ethernet cabling will

be left behind. The phone and cabling is a one time price and the Voice Recording is an annual agreement with 5 years of storage allocated.

Terms

Pricing good for 30 days from Estimate Date.

Special Conditions**Promotion Details**

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

↓ Download PDF

Pryor Creek Police Department

Account Executive

Cameron Beaton

cameron.beaton@vonage.com

678-257-1116

Attn: James Willyard

Tel: 9188251212

Quote Date: Sep 08, 2020

Quote Sep 30, 2020 at 11:59 pm

Expiration: ET

Agreement
Term: 2 Year

Contact your Account Executive with any questions

Included at no extra cost:

The "Vonage Business Cloud" Mobile app! Call and text using your personal business number on-the-go, check voicemails, access paid add-ons and more. Available on the App Store and Google Play. Mobile data charges may apply.

Quote #Q-89353

Name	Address	One time	Monthly price ^
Pryor Primary	214 S Mill St Pryor, OK 74361 US	\$ 270.00	\$ 519.94

Pryor

214 S Mill St, Pryor, OK 74361 US

Purchase order:

One time set up charge*^

Product	Quantity	Unit price	Subtotal
Implementation Support			\$ 100.00
Implementation Support Discount			(\$ 100.00)
Product total			\$ 0.00

Shipping

Standard Shipping	18	\$ 15.00	\$ 270.00
Subtotal (excludes taxes)			\$ 270.00

Monthly charge (upon activation)^

Product	Quantity	Unit price	Subtotal
Unlimited Extension	18	\$ 17.99	\$ 323.82
Local Company Number	1	\$ 4.99	\$ 4.99
Call Group	4	\$ 0.00	\$ 0.00
Polycom VVX411 w/Power Supply - Rental	18	\$ 3.99	\$ 71.82

Total (all locations)	One time	Monthly price ^
	\$ 270.00	\$ 519.94

Name	Address	One time	Monthly price ^
Product		Quantity	Unit price
Company Call Recording		1	\$ 25.00
US Fax Number		1	\$ 9.99
Fees			
Recovery Fee			\$ 66.50
E911 Fee			\$ 17.82
Subtotal ^			\$ 519.94

^ Taxes and other surcharges not included.

Total (all locations)	One time	Monthly price ^
	\$ 270.00	\$ 519.94

^ Taxes and other surcharges not included.

Accept this quote now to complete the order process

Accept quote

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[Patents](#) | [Privacy Policy](#) | [E911 Terms](#) | [Terms of Service](#)

Description of Taxes and Fees

Universal Service Fee (USF) - This a federal tax designed to ensure affordable access to telecommunications services for telephone customers with low incomes, telephone customers who live in areas where the cost of providing telephone service is extremely high, (e.g., libraries, schools, and rural healthcare providers). The Federal Communications Commission (FCC) adjusts this tax rate quarterly. our monthly bill may increase or decrease as a result.

Recovery Fee/Regulatory, Compliance and Intellectual Property Fee (RCIP) - A fee of \$3.50 will be charged monthly to offset costs incurred by Vonage Business in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. This Fee will apply to every phone number assigned, including toll free and virtual numbers.

Emergency 911 Fee (E911) - The Federal Communications Commission (FCC), and other regulatory authorities that may govern rules outside the U.S., requires that Vonage Business provide Emergency 911 services and allows us to charge a recurring monthly fee that is used for next generation costs required by regulatory authorities for supporting computer software and hardware upgrades to all public safety answering points (PSAP) to send assistance to the registered location of the 911 caller. The \$0.99 e911 fee will be charged for each Unlimited and Metered Extension and for each Secondary Line Appearance.

Other Taxes - Prices for the monthly services and one-time fees do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility, universal or other similar taxes. All such taxes will be added to any amounts otherwise charged to you unless you provide Vonage Business Solutions with an appropriate exemption certificate. If any amounts paid for the monthly services or one-time fees are refunded by Vonage Business, applicable taxes may not be refundable.

*One Time Set-Up Charges: Hardware charges will be billed upon shipment. Set up Fee will be charged with the first month's invoice. Other One Time Fees/Charges will be charged at time of purchase



Fiber Interactive

TECHNOLOGIES

Advanced Technology Hometown Service

Description	Rate	Qty	Line Total
Eaton-5S-700 Eaton 5S 700 Watt Battery Backup	\$206.11	17	\$3,503.87
		Subtotal	3,503.87
		20% Discount	-700.77
		Tax	0.00
		Estimate Total (USD)	\$2,803.10

Billed To
James Willyard
Pryor Creek Police Department
214 South Mill
Pryor, Oklahoma
74361
United States

Estimate Number
0000034

Estimate Date
09/10/2020

Notes

Price includes installation and configuration for remote monitory per you OAAS monthly payment.

Terms

Pricing good for 30 days from Estimate Date.



Fiber Interactive

T E C H N O L O G I E S

Advanced Technology Hometown Service

Description	Rate	Qty	Line Total
Eaton-5PX-1950 Eaton 5 PX 1950VA Battery Backup	\$1,684.93	2	\$3,369.86
Subtotal			3,369.86
Tax			0.00
Estimate Total (USD)			\$3,369.86

Billed To
James Willyard
Pryor Creek Police Department
214 South Mill
Pryor, Oklahoma
74361
United States

Estimate Number
0000033

Estimate Date
09/10/2020

Notes

This Quote is for the two floor UPS' for the Command Center at dispatch. Price includes connection and configuration to remotely monitor. Includes 1 year of remote monitoring as part of your OAAS payment.

Terms

Pricing good for 30 days from Estimate Date.



Fiber Interactive

TECHNOLOGIES

Advanced Technology Hometown Service

Description	Rate	Qty	Line Total
Eaton-PW12S18K-PD Eaton PW9170+ 18KVA XPDS Tower	\$14,974.24	1	\$14,974.24
Eaton-IPM-Gold Eaton Intelligent Power Module Gold Service 6-10 Nodes	\$3,100.00	1	\$3,100.00
Eaton-DG223NGB Eaton Fusible Safety Disconnect Switch	\$183.28	1	\$183.28
Eaton-BPM125ER Eaton Bypass Power Module	\$2,293.81	1	\$2,293.81
Tran-1101-808 Transtector AC Surge Protector SPD APEX IMAX Panel	\$3,233.12	1	\$3,233.12
Elec-Journ Journeyman Electrician	\$62.50	16	\$1,000.00
L2-Tech-Labor Field Tech Network Configuration Labor	\$75.00	33	\$2,475.00

Subtotal 27,259.45
 Tax 0.00

Estimate Total (USD) \$27,259.45

Billed To
 James Willyard
 Pryor Creek Police Department
 214 South Mill
 Pryor, Oklahoma
 74361
 United States

Estimate Number
 0000035

Estimate Date
 09/11/2020

Chris Calvert

Chief,

This is turn key replacement of the UPS in the Data Center with Licensed Electricians doing the work. This does include us removing the current equipment from the Data Center but, does NOT include disposal of the equipment or Batteries. The City of Pryor Creek will be responsible for that. I would ask that if you receive other quotes that you verify they include all of the same parts as we did. Our electrician recommended changing all of these parts since it appears that the surge came from the outside and could have compromised that gear.

Thanks,
Chris



City of Pryor Creek
 Community Development
 12 North Rowe Street
 Pryor, OK 74361
 918-825-1679

DEMOLITION PERMIT

Address 224 SE 10th
 Date 09/14/2020
 Permit No P003591-091420

Previous Owner Dwayne, Carole, and Larry Couch
 Purchased by RRR Property Management

Contractor Information

Name: Brue Tibbets
 Address: 8755 E 400
 City: Strang State: OK Zip: 74365
 Phone: 918-373-5229 Mobile:
 E-mail: bruetibbets99@gmail.com
 Type of Work: DEMOLITION

Comments Using Pryor Waste and Recycling Dumpsters

Applicant, Contractor or Property is responsible for contacting all of the Utility Services to request and coordinate disconnection and/or removal of all utilities prior to the commencement of demolition.

Applicant certifies that all information given is correct and that all pertinent building and zoning ordinances will be complied with in performing the work for which this permit is issued.

This permit is granted on express condition that the said construction shall, in all respects, conform to ordinances of this jurisdiction including the Zoning Ordinance, regulating the construction and use of buildings, and may be revoked at any time upon violation of any provisions of said ordinances.

Additionally, the Applicant, Contractor or Property is responsible for or requesting inspections. Requests for inspection shall be made by contacting the City by phone at 918-825-1679.

The City reserves the right to reject any work which has been concealed or completed without first having been inspected and approved by the City in accordance with the requirements of the codes.

Any deviation from the approved plans must be authorized by the approval of revised plans subject to the same procedure established for the

PERMIT MUST BE DISPLAYED AND VISIBLE FROM THE STREET

I hereby certify that the proposed work is authorized by the owner of record and I have been authorized by the owner to make application as his authorized agent.


 Signature of Property Owner, Contractor or Authorized Representative Making Application

examination of the original plans. Additional review, inspection and permit fees may apply.

This permit conveys no right to occupy any street, alley or sidewalk or any part thereof, either temporary or permanently. Encroachments on public property, not specifically permitted under the building code must be approved by the jurisdiction. Street or alley grades as well as depth and location of public sewers may be obtained from the Street Department of Municipal Utility Board. The issuance of this permit does not release the applicant from the conditions of any applicable subdivision restrictions.

Where applicable separate permits are required for electrical, plumbing and mechanical installations.

PERMIT WILL BECOME NULL AND VOID IF CONSTRUCTION WORK IS NOT STARTED WITHIN SIX MONTHS OF DATE THE PERMIT IS ISSUED AS NOTED ABOVE.

<i>Fees</i>	
Permit	\$70.50
OUBCC Fee	\$4.00
Processing Fee	\$0.50
Permit Total	\$75.00
ANY ADDITIONAL INSPECTIONS ARE \$50.00	

09/14/2020


 Community Development Department Signature

PAID

Demolition Permit Application

City Of Pryor Creek

P.O. Box 1167 - 12 N Rowe
Pryor Creek, Ok 74362

Building Inspector

Phone: 825-1679
Fax: 825-6577

Date: 9-10-2020 Please check: () Commercial (X) Residential () Other

Contractor: _____ Company Name: To Be Determined

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Applicant: (person applying if different from Contractor) Danny Ragsdale (RRR Property Mgt LLC)

Address: 1517 Merlin Circle Pryor, OK 74361

Phone: 918-724-0604 Email: dtragsdale1977@gmail.com

Contact Name: (if different from Applicant) _____ Phone: _____
Email _____

Demolition Address: 224 SE 10th (Couch Home)

Are all utilities disconnected from demolition site? _____ Yes X No

*Permit must be taken to the Municipal Utility Department to get utilities disconnected

Property Owner: RRR Property Mgt. LLC Address: 1517 Merlin Circle

Phone number: 918-724-0604

Company providing roll off/container (must have a license with the City of Pryor Creek):

Name _____ Address: _____ Phone: _____

Landfill (Must be DEQ licensed) _____

*Floodplain YES _____ NO X FLOOD PLAIN DESIGNATION _____

CALL FOR INSPECTION WHEN DEMOLITION IS COMPLETED 918-825-1679

Demolition City of Prvor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: Hansen Dirt and Demo, LLC
Mailing Address: 2636 E. 565
City/State/Zip: Locust Grove, OK 74352
Contact Person: Britni Hansen
Title: Project Manager
Phone/Cell: 918-373-0493
E-Mail: hansendirtanddemo@gmail.com

Property:

224 SE 10th

Amount:

\$ 10,000⁰⁰

Please attach copy of liability insurance form.

I, as authorized signatory for the above firm, do hereby authorize the City of Pryor Creek, Oklahoma, to consider this quotation for the purchase of demolition services as specified. I also agree to hold the City of Pryor Creek, and employees and agents thereof, harmless from liability for personal injuries and/or property damages resulting from any actions performed under arrangements of this quotation submittal.

Britt Hanson

9-10-20

Name

Date

**City of Pryor Creek, Oklahoma
Housing Demolition**

Site Characteristics

ADDRESS: 224 SE 10th
LEGAL: ELLENDALE SECOND BLK 3 LOT 3

OWNER: COUCH, WALTER D
& CAROLE D AND
LARRY COUCH

Pictures are attached.

Demolition City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: Wade's Wrecker Service
Mailing Address: PO Box 833
City/State/Zip: Pryor, OK 74362
Contact Person: Brandon or Kim
Title: Owner Office manager
Phone/Cell: 918-373-1577 918-825-6910
E-Mail: wadeswrecker@att.net

Property:

Amount:

224 SE 10th

\$ \$ 14,480.⁰⁰

Please attach copy of liability insurance form.

I, as authorized signatory for the above firm, do hereby authorize the City of Pryor Creek, Oklahoma, to consider this quotation for the purchase of demolition services as specified. I also agree to hold the City of Pryor Creek, and employees and agents thereof, harmless from liability for personal injuries and/or property damages resulting from any actions performed under arrangements of this quotation submittal.

Brandon Reed

Name

9-8-2020

Date

**City of Pryor Creek, Oklahoma
Housing Demolition**

Site Characteristics

ADDRESS: 224 SE 10th
LEGAL: ELLENDALE SECOND BLK 3 LOT 3

OWNER: COUCH, WALTER D
& CAROLE D AND
LARRY COUCH

Pictures are attached.



A division of Berry Companies, Inc.
www.whitestarmachinery.com

GARDEN CITY, KS 67846
3830 W Jones
620.277.2290 • 800.475.2290
FAX 620.277.2356

MANHATTAN, KS 66502
3695 Green Valley Pkwy
785.537.9979
FAX 785.537.4949

TOPEKA, KS 66608
835 NE Hwy 24
785.232.7731 • 800.432.2440
FAX 785.235.8951

TULSA, OK 74146
12611 E 60th Street
918.622.7787 • 800.324.7368
FAX 918.622.3628

WICHITA, KS 67219
3223 N Hydraulic
316.838.3321 • 800.950.3321
FAX 316.832.1375

Invoice

INVOICE #	07230267
LOCATION	07
DATE	08/27/20
PAGE	1 OF 3



REMIT TO: P.O. BOX 847896 Dallas, TX 75284-7896

BILL TO

060198
PRYOR CITY OF
6 N ADAIR
PO BOX 1167
PRYOR, OK 74362-1167

SHIP TO

PRYOR CITY OF



ORDER NUMBER 07267329	ORDER DATE 08/03/20	JOB NUMBER	CUSTOMER P/O NUMBER 5411	FREIGHT TERMS Allow
WRITTEN BY Andrew Alstrom		CONTACT MICHAEL		SHIP VIA Customer Pickup
PAYMENT TERMS Charge Net/30			F.O.B.	

JOB QTY	PROBLEM/SOLUTION PART DESCRIPTION	LABOR	PARTS	OTHER	SUBTOTAL
---------	-----------------------------------	-------	-------	-------	----------

A	Model : T300-N BOBCAT COMPACT TRACK LOADER Serial#: 532040005 Meter: 3022	1,375.00	898.20	254.80	2,528.00
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Description Of Repair Job A

- CUSTOMER STATES THE MACHINE HAS A LEAK AT RH DRIVE MTR
- RH LIFT CYL LEAK
- FUEL GAUGE INOP

** QUOTE NEEDED REPAIRS **

Solution Of Repair Job A

- CUSTOMER CONCERN- CUSTOMER STATES THE MACHINE HAS A HYD LEAK AT THE RH DRIVE MTR, FUEL GAUGE IS INOP AND LIFT CYL SEALS LEAKING

- CORRECTIVE ACTION-

- TEST RAN THE MACHINE AND VERIFIED THE CUSTOMERS CONCERN
- REMOVED THE TRACK AND DRIVE MTR COVERS TO FIND THE DRIVE HOSES LEAKING
- NOTED THE FLANGES AND BOLTS FOR THE DRIVE HOSE FITTINGS RUSTED
- REMOVED FUEL GAUGE AND REPLACED NEW AND FOUND IT NOW WORKS PROPERLY
- REMOVED DRIVE HOSE FLANGES AND FOUND 2 BOLTS BROKEN OFF INSIDE OF THE MTR
- DRILLED AND EXTRACTED THE BOLTS
- TAPPED THE THREADS
- INSTALLED NEW DRIVE HOSES ON THE RH SIDE WITH NEW FLANGES AND HARDWARE
- INSTALLED NEW CASE DRAIN FILTER
- TEST RAN TO CHECK FOR LEAKS WITH NONE FOUND
- REASSEMBLED MACHINE AND TENSIONED THE TRACK
- DISASSEMBLED THE RH LIFT CYL AND INSPECTED FOR DAMAGE WITH NONE FOUND
- RESEALED THE CYL AND REASSEMBLED
- FILLED HYD RESEVOIR

Continued



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GARDEN CITY, KS 67846
3830 W Jones
620.277.2290 • 800.475.2290
FAX 620.277.2356

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Invoice

INVOICE #	07230267
LOCATION	07
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PAGE	2 OF 3



REMIT TO: P.O. BOX 847896 Dallas, TX 75284-7896

BILL TO

060198
PRYOR CITY OF
6 N ADAIR
PO BOX 1167
PRYOR, OK 74362-1167

SHIP TO

PRYOR CITY OF

ORDER NUMBER 07267329	ORDER DATE 08/03/20	JOB NUMBER	CUSTOMER P/O NUMBER 5411	FREIGHT TERMS Allow
WRITTEN BY Andrew Alstrom		CONTACT MICHAEL		SHIP VIA Customer Pickup
PAYMENT TERMS Charge Net/30			F.O.B.	

JOB QTY	PROBLEM/SOLUTION PART DESCRIPTION	LABOR	PARTS	OTHER	SUBTOTAL
---------	--------------------------------------	-------	-------	-------	----------

- TEST RAN TO CHECK FOR LEAKS WITH NONE FOUND
- INSTALLED NEW DRIVE BELT DUE IT BEING CRACKED
- RESEALED CUSTOMER SUPPLIED GRAPPLE CYL
- WASHED AND GREASED THE MACHINE
- FUNCTION TESTED MACHINE TO VERIFY THE REPAIRS

Parts:

1	6685340	HOSE			
1	6685339	HOSE, HYD ASSY			
1	6730323	HOSE			
1	7137939	SEAL KIT WAS 6816536			
1	6672152	DRIVE BELT			
1	7286464	SENSOR, FUEL SEE 7238661			
1	6736814	HOSE			
2	55K214	O-RING			
8	17C620	BOLT			
1	6661807	FILTER KIT IN-LINE HYDRAULIC O OUTER 6661022			
4	20J12	FLANGE			
1	PTS-FREIGHT	Freight			
1	7137786	SEAL KIT			
2	SVC-HYD OIL (GAL)	Hydraulic Oil			
1	SVC-ES	Service - Expendable Supplies			

Signature _____

Print Name _____

Continued



A division of Berry Companies, Inc.
www.whitestarmachinery.com

GARDEN CITY, KS 67846
3830 W Jones
620.277.2290 • 800.475.2290
FAX 620.277.2356

MANHATTAN, KS 66502
3695 Green Valley Pkwy
785.537.9979
FAX 785.537.4949

TOPEKA, KS 66608
835 NE Hwy 24
785.232.7731 • 800.432.2440
FAX 785.235.8951

TULSA, OK 74146
12611 E 60th Street
918.622.7787 • 800.324.7368
FAX 918.622.3628

WICHITA, KS 67219
3223 N Hydraulic
316.838.3321 • 800.950.3321
FAX 316.832.1375

Invoice

INVOICE #	07230267
LOCATION	07
DATE	08/27/20
PAGE	3 OF 3



REMIT TO: P.O. BOX 847896 Dallas, TX 75284-7896

BILL TO
060198
PRYOR CITY OF
6 N ADAIR
PO BOX 1167
PRYOR, OK 74362-1167

SHIP TO
PRYOR CITY OF

ORDER NUMBER 07267329	ORDER DATE 08/03/20	JOB NUMBER	CUSTOMER P/O NUMBER 5411	FREIGHT TERMS Allow
WRITTEN BY Andrew Alstrom		CONTACT MICHAEL		SHIP VIA Customer Pickup
PAYMENT TERMS Charge Net/30			F.O.B.	

JOB QTY	PROBLEM/SOLUTION PART DESCRIPTION	LABOR	PARTS	OTHER	SUBTOTAL
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We are pleased to announce, that we have moved! White Star - Tulsa is now located at 12611 E. 60th Street, Tulsa, OK 74146. Please continue to remit payment to PO BOX 847896, Dallas, TX 75284-7896 . We are excited about this new change, so stop by to see the new place!

MERCHANDISE TOTAL	FREIGHT & MISC	TAX	TOTAL CHARGES	DEPOSIT BALANCE	DEPOSIT APPLIED	DEPOSIT AMOUNT	INVOICE TOTAL
2,528.00	0.00	0.00	2,528.00	0.00	0.00	0.00	2,528.00
							OKLAHOMA - 0.00
							TULSA COUNTY - 0.00
							TULSA CITY - 0.00

Returns for credit of parts and supplies must be returned with invoice copy within 15 days of purchase, must be in new and salable condition and will be subject to a restocking charge. Special order, special use, and non-stocking items may be deemed non-returnable. Electrical components are not returnable if package is opened.

DRAINAGE EASEMENT RESTORATION MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 3 day of September, 2020 by and between the City of Pryor Creek, Oklahoma (Herein "City") and James Armstrong and Martha Armstrong (Herein Owner).

WHEREAS, Owner has contemporaneously with the execution of this MOU granted and conveyed to the City a certain drainage easement upon the Northeasterly Seven and One-Half (7.5) feet of Lot 6 in Block 7 of EASTMANOR SECOND, an Addition to the City of Pryor, and

WHEREAS, as part consideration for said easement the City has represented to perform restoration work for areas disturbed by the conduct of the construction of drainage improvements upon said parcel or property.

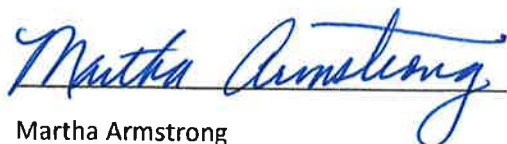
NOW THEREFORE the parties agree as follows:

1. The proposed construction is anticipated to involve removal of certain property fencing now existing on the property. City shall perform the task of removal and replacement of the fencing with like-kind fencing equal to or better than the fencing currently existing on the property as part of its drainage improvement project.
2. The proposed construction is anticipated and planned to involve in the installation of underground structures which will necessarily involve trenching and related dirt work on the easement area and immediately adjacent areas to the easement areas necessary for work space. City shall perform restoration work upon all areas of the OWNER property disturbed by the performance of the drainage project in order to restore the property to its previous contour as nearly as practicable, and City shall restore grasses to the areas disturbed by sodding and/or seeding and mulching as deemed proper to reestablish the areas as yard areas.
3. Within ten (10) days following completion of the project and restoration efforts OWNER and a representative of the City shall meet at the property and conduct a final inspection of the work performed. A written punch list of any items which OWNER is of the opinion have not been completed in compliance with the parties agreement shall be provided by OWNER to the City. The City shall promptly act to address and resolve any such items identified by OWNER to be deficient and determined by the City to be proper items requiring further restoration. At the conclusion of restoration activities OWNER shall provide to the city a written statement evidencing its release and satisfaction of the completion of the restoration of the property by the City.

Signed on the date above first stated.


James Armstrong


City of Pryor Creek


Martha Armstrong

DRAINAGE EASEMENT
CITY OF PRYOR CREEK, OKLAHOMA

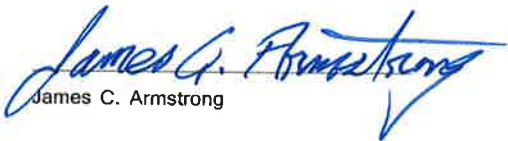
KNOW ALL MEN BY THESE PRESENTS: That, James C. Armstrong, and Martha J. Armstrong, Trustees of The Armstrong Family Trust, dated October 6, 1997, hereinafter called Grantor, in consideration of the operation of the City of Pryor Creek and other good and valuable considerations paid by the City of Pryor Creek, hereinafter called the Grantee, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey unto said Grantee, its successors assigns a perpetual easement with the right to erect, construct, install, lay, remove and replace and thereafter use, operate, inspect, repair, maintain, replace and remove various drainage facilities and appurtenances for the City of Pryor Creek, over and across the following described lands owned by the Grantor in the State of Oklahoma, to-wit:

The 7.5 foot easement being described as the Northeasterly Seven and a Half (7.5) feet of the following described property.

Lot Six (6), Block Seven (7), of EAST MANOR SECOND, an addition to the City of Pryor, Mayes County, State of Oklahoma, according to the recorded plat thereof.

Together with the right of ingress and egress over Grantors lands adjacent thereto and situated between the above described tract and the nearest public roadway for the purpose for which the above mentioned right are granted. The above described consideration shall constitute full payment for all damages sustained by Grantor by reason of the installation of the structures referred to herein, and the Grantee will maintain such easement in a State of good repair and efficiency so that no unreasonable damages will result from misuse to Grantor=s premises. This agreement together with all other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, this easement is granted and executed this 3rd day of September 2020
2020.


James C. Armstrong


Martha J. Armstrong

INDIVIDUAL ACKNOWLEDGMENT
STATE OF OKLAHOMA
COUNTY OF MAYES

Before me, the undersigned Notary Public within and for said county and State, on this 3rd day
September, 2020, personally appeared James C. Armstrong and Martha J. Armstrong, to me
known to be identical persons who executed the within and foregoing instrument, and acknowledged to me that
they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above set forth.

Notary Public: 

My Commission Expires: 10-07-2020



DRAINAGE EASEMENT RESTORATION MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 2020 by and between the City of Pryor Creek, Oklahoma (Herein "City") and P&P Ventures, LLC, and Oklahoma Limited Liability Company (Herein P&P).

WHEREAS, P&P has contemporaneously with the execution of this MOU granted and conveyed to the City a certain drainage easement upon the Southwesterly Seven and One-Half (7.5) feet of Lot 5 in Block 7 of EASTMANOR SECOND, an Addition to the City of Pryor, and

WHEREAS, as part consideration for said easement the City has represented to perform restoration work for areas disturbed by the conduct of the construction of drainage improvements upon said parcel or property.

NOW THEREFORE the parties agree as follows:

1. The proposed construction is anticipated to involve removal of certain property fencing now existing on the property. City shall perform the task of removal and replacement of the fencing with like-kind fencing equal to or better than the fencing currently existing on the property as part of its drainage improvement project.
2. The proposed construction is anticipated and planned to involve in the installation of underground structures which will necessarily involve trenching and related dirt work on the easement area and immediately adjacent areas to the easement areas necessary for work space. City shall perform restoration work upon all areas of the P&P property disturbed by the performance of the drainage project in order to restore the property to its previous contour as nearly as practicable, and City shall restore grasses to the areas disturbed by sodding and/or seeding and mulching as deemed proper to reestablish the areas as yard areas.
3. Within ten (10) days following completion of the project and restoration efforts P&P and a representative of the City shall meet at the property and conduct a final inspection of the work performed. A written punch list of any items which P&P is of the opinion have not been completed in compliance with the parties agreement shall be provided by P&P to the City. The City shall promptly act to address and resolve any such items identified by P&P to be deficient and determined by the City to be proper items requiring further restoration. At the conclusion of restoration activities P&P shall provide to the city a written statement evidencing its release and satisfaction of the completion of the restoration of the property by the City.

Signed on the date above first stated.

P&P Ventures, LLC,

City of Pryor Creek

DRAINAGE EASEMENT
CITY OF PRYOR CREEK, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS: That, P&P VENTURES, L.L.C., an Oklahoma Limited Liability Company, hereinafter called Grantor, in consideration of the operation of the City of Pryor Creek and other good and valuable considerations paid by the City of Pryor Creek, hereinafter called the Grantee, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey unto said Grantee, its successors assigns a perpetual easement with the right to erect, construct, install, lay, remove and replace and thereafter use, operate, inspect, repair, maintain, replace and remove various drainage facilities and appurtenances for the City of Pryor Creek, over and across the following described lands owned by the Grantor in the State of Oklahoma, to-wit:

A 7.5 foot easement being described as the Southwesterly Seven and a Half (7.5) feet of the following described property.

Lot Numbered Five (5) in Block Numbered Seven (7), of EASTMANOR SECOND, an ADDITION to the Incorporated City of PRYOR CREEK, Mayes County, State of Oklahoma, according to the Recorded Plat and Survey thereof.

Together with the right of ingress and egress over Grantors lands adjacent thereto and situated between the above described tract and the nearest public roadway for the purpose for which the above mentioned right are granted. The above described consideration shall constitute full payment for all damages sustained by Grantor by reason of the installation of the structures referred to herein, and the Grantee will maintain such easement in a State of good repair and efficiency so that no unreasonable damages will result from misuse to Grantor=s premises. This agreement together with all other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, this easement is granted and executed this _____ day of _____, 2020.

Christopher C. Peters

Jenny M. Peters

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF MAYES

Before me, the undersigned Notary Public within and for said county and State, on this _____ day _____, 2020, personally appeared Christopher C. Peters and Jenny M. Peters, to me known to be identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above set forth.

Notary Public: _____

My Commission Expires: _____

EASTMANOR DRIVE

N.E. 3rd STREET



UNPLATTED

P&P VENTURES, L.L.C.

BLOCK 7

5

4

25' Building Line

20' Utility Easement

7.5' D/E

25' Building Line

20' Utility Easement



LEGEND

 DRAINAGE EASEMENT (D/E)



3840 SOUTH 103rd EAST AVE., SUITE 227
TULSA, OK 74148 (918) 684-5500

EXHIBIT A