

City of Pryor
2020/2021 Midyear Review
As of December 31, 2020

General Fund

Fund Balance	3,872,066			
Revenues	4,294,009		3,371,074	Estimated
Expenditures	YTD	Budget	Remain	% Remain
General	395,348	2,507,854	2,112,506	84.24%
Comm Dev	37,351	246,374	209,023	84.84%
P&Z	536	8,000	7,464	93.30%
Managerial	95,992	220,403	124,411	56.45%
Clerical	134,483	368,209	233,726	63.48%
Attorney	42,612	73,370	30,758	41.92%
Treasurer	11,740	24,731	12,991	52.53%
Police	1,532,734	3,340,664	1,807,930	54.12%
Animal Control	106,300	253,368	147,068	58.05%
Fire	681,607	1,583,478	901,871	56.96%
Park	187,220	492,960	305,740	62.02%
Library	185,602	482,919	297,317	61.57%
Cemetery	116,855	251,273	134,418	53.49%
Civil Defense	8,330	22,500	14,170	62.98%
Maint Garage	4,587	-	(4,587)	N/A
Court	60,664	156,522	95,858	61.24%
	<u>3,601,961</u>	<u>10,032,625</u>	<u>6,430,664</u>	

Street & Drainage

Fund Balance	2,220,796			
Revenues	835,491		835,491	Estimated
Expenditures	YTD	Budget	Remain	% Remain
	1,392,476	2,174,936	782,460	35.98%

Golf Course

Fund Balance	125,400			
Revenues	333,535		231,565	Estimated
Expenditures	YTD	Budget	Remain	% Remain
	196,149	480,502	284,353	59.18%

City of Pryor
2020/2021 Midyear Review
As of December 31, 2020

Capital Outlay				
Fund Balance	322,833			
Revenues	272,150		272,150	Estimated
Expenditures	YTD 436,382	Budget 1,163,461	Remain 727,079	% Remain 62.49%

Recreation Center				
Fund Balance	1,383,476			
Revenues	399,468		399,468	Estimated
Expenditures	YTD 483,866	Budget 1,298,661	Remain 814,795	% Remain 62.74%

PPWA Sinking Fund				
Fund Balance	1,063,040			
Revenues	544,029		544,029	Estimated
Expenditures	YTD 185,296	Budget Per Bank Sch - No Budget	Remain	% Remain

Main Street Bond				
Fund Balance	87,535			
Revenues	28,753		28,753	Estimated
Expenditures	YTD -	Budget -	Remain -	% Remain

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 9, CHAPTER 7, SECTIONS 1 AND 2 REGARDING ADOPTION OF THE 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE CITY COUNCIL FINDS IT IS IN THE BEST INTEREST OF THE PUBLIC TO MAINTAIN ITS CODES IN A STATE OF UPDATED COMPLIANCE WITH UNIFORM CODES AS ADOPTED BY THE STATE AND OTHER MUNICIPAL JURISDICTIONS IN THE STATE, AND

WHEREAS, THE CURRENTLY ADOPTED INTERNATIONAL PROPERTY MAINTENANCE CODE OF THE CITY OF PRYOR CREEK IS OUT OF DATE, SAME BEING THE 2006 VERSION, AND

WHEREAS, THE CURRENT VERSION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE IS THE 2015 VERSION.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 9, Chapter 7, Sections 1 and 2 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, are hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

9-7-1: ADOPTION OF PROPERTY MAINTENANCE CODE:

A certain document, three (3) copies of which are on file in the office of the city clerk of the city of Pryor Creek, being marked and designated as the international property maintenance code, ~~2006~~ 2015 edition, as published by the International Code Council, be and is hereby adopted as the property maintenance code of the city of Pryor Creek, in the state of Oklahoma for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code on file in the office of the city of Pryor Creek are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in section 9-7-2 of this chapter.

9-7-2: ADDITIONS, INSERTIONS AND CHANGES:

The following sections are hereby revised as follows:

Section 101.1.: City of Pryor Creek.

Section 103.5.: See "Appendix A" to Code of Ordinances.

Section 302.4.: Twelve inches (12").

Section 304.14.: January 1; January 1.

Section 602.3.: September 1; June 1.

Section 602.4.: September 1; June 1.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2021

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 1 REGARDING AMENDMENT OF THE DEFINITION OF "PROOF OF AGE" AS USED IN TITLE 5, CHAPTER 5, SECTION 1 RELATIVE TO TOBACCO AND VAPOR PRODUCT ORDINANCES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, STATE AND FEDERAL LAW RELATING TO TOBACCO AND VAPOR PRODUCTS RELATES TO PERSONS OF 21 YEARS OF AGE OR OLDER AND IT IS THEREFORE NECESSARY THAT THE PROVISIONS OF THE CITY CODE BE AMENDED TO CONFORM TO SAME.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 5, Chapter 5, Section 1 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

5-5-1: DEFINITIONS:

As used in this chapter:

PERSON: Any individual, firm, fiduciary, partnership, corporation, trust or association, however formed.

PROOF OF AGE: A driver's license, license for identification only or other generally accepted means of identification that describes the individual as ~~eighteen (18)~~ Twenty-One (21) years of age or older and contains a photograph or other likeness of the individual and appears on its face to be valid.

SAMPLE: A tobacco product distributed to members of the public at no cost for the purpose of promoting the product.

SAMPLING: The distribution of samples to members of the public in a public place.

TOBACCO PRODUCT: Any product that contains tobacco and is intended for human consumption.

VAPOR PRODUCT: Shall mean noncombustible products, that may or may not contain nicotine, that employ a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. "Vapor products" shall include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge or other container of a solution, that may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo or electronic device. "Vapor products" do

not include any products regulated by the United States Food and Drug Administration under chapter V of the Food, Drug, and Cosmetic Act.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2021

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 2 REGARDING ENFORCEMENT BY CITY POLICE OF TOBACCO AND VAPOR PRODUCTS ORDINANCES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, STATE AND FEDERAL LAW RELATING TO TOBACCO AND VAPOR PRODUCTS RELATES TO PERSONS OF 21 YEARS OF AGE OR OLDER AND IT IS THEREFORE NECESSARY THAT THE PROVISIONS OF THE CITY CODE BE AMENDED TO CONFORM TO SAME.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 5, Chapter 5, Section 2 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

5-5-2: ENFORCEMENT:

A. Specified: The City police are authorized and empowered to enforce the provisions of this chapter. The City police shall enforce these provisions in a manner that can reasonably be expected to reduce the extent to which tobacco products and vapor products are sold or distributed to persons under ~~eighteen (18)~~ Twenty-One (21) years of age.

B. Assistance By Persons Under Eighteen: Persons under eighteen (18) years of age may be enlisted by the City police to assist in enforcement; provided, however, that such persons may be used to test compliance only if written parental consent has been provided and the testing is conducted under the direct supervision of the City police after giving written notice to the Alcoholic Beverage Laws Enforcement (ABLE) Commission in the manner prescribed by the ABLE Commission. Provided however, that this subsection shall not apply to the use of persons under eighteen (18) years of age to test compliance if the compliance test is being conducted by or on behalf of a retailer of cigarettes, as defined in 68 Oklahoma Statutes section 301, at any location the retailer of cigarettes is authorized to sell cigarettes.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session
on this ____ day of _____, 2021

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 3 REGARDING UNLAWFUL SALE OF TOBACCO PRODUCT OR VAPOR PRODUCTS TO PERSONS UNDER 21 YEARS OF AGE; REQUIREMENT OF VENDOR TO VERIFY AGE OF PURCHASER AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, STATE AND FEDERAL LAW RELATING TO TOBACCO AND VAPOR PRODUCTS RELATES TO PERSONS OF 21 YEARS OF AGE OR OLDER AND IT IS THEREFORE NECESSARY THAT THE PROVISIONS OF THE CITY CODE BE AMENDED TO CONFORM TO SAME.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 5, Chapter 5, Section 3 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

5-5-3: FURNISHING TO MINORS:

A. Prohibited:

1. It is unlawful for any person to sell or furnish in any manner any tobacco product or vapor product to another person who is under ~~eighteen (18)~~ Twenty-One (21) years of age, or to purchase in any manner a tobacco product or vapor product on behalf of any such person; provided, however, that it shall not be unlawful for an employee under ~~eighteen (18)~~ Twenty-One (21) years of age to handle such products when required in the performance of the employee's duty.

2. Any person who shall furnish to any ~~minor~~ person who is under Twenty-One (21) years of age by gift, sale or otherwise any cigarettes, cigarette papers, cigars, snuff, chewing tobacco or any other form of tobacco, or vapor product shall be guilty of a misdemeanor and upon conviction thereof, shall be subject to penalty as provided in section 1-4-1 of this Code.

B. Proof Of Age: A person engaged in the sale or distribution of tobacco products or vapor products shall demand proof of age from a prospective purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser may be under ~~eighteen (18)~~ Twenty-One (21) years of age.

C. Liability:

1. **Employee:** If the sale is made by an employee of the owner of a store at which tobacco products, or vapor products are sold at retail, the employee shall be guilty of the violation and shall be subject to the fine.

2. Multiple Locations: For the purpose of determining the liability of a person controlling franchises or business operations in multiple locations for any violation of subsection A or B of this section, each individual franchise or business location shall be deemed a separate entity.

D. Administrative Fine: When a person violates subsection A or B of this section, the Municipal Court may assess such person an administrative fine of twenty five dollars (\$25.00) for the first offense within a one-year period, fifty dollars (\$50.00) for the second offense within a one-year period and seventy five dollars (\$75.00) for a third offense or subsequent offense within a one-year period. Proof that the defendant demanded, was shown and reasonably relied upon proof of age, shall be a defense to any action brought pursuant to this subsection.

E. Failure To Pay: Upon failure of the employee to pay the administrative fine within ninety (90) days of the day of the assessment of such fine, the Court Clerk shall notify the Department of Public Safety and request the department suspend or not issue a driver's license to said employee until proof of payment has been furnished to the Department of Public Safety.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2021

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 4 REGARDING UNLAWFUL PURCHASE OR POSSESSION OF TOBACCO PRODUCT OR VAPOR PRODUCTS BY PERSONS UNDER 21 YEARS OF AGE; ADMINISTRATIVE FINE ON FIRST AND SUBSEQUENT OFFENSES AND FAILURE TO PAY NOTICE TO DEPARTMENT OF PUBLIC SAFETY AND SUSPENSION OF DRIVER'S LICENSE AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, STATE AND FEDERAL LAW RELATING TO TOBACCO AND VAPOR PRODUCTS RELATES TO PERSONS OF 21 YEARS OF AGE OR OLDER AND IT IS THEREFORE NECESSARY THAT THE PROVISIONS OF THE CITY CODE BE AMENDED TO CONFORM TO SAME.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 5, Chapter 5, Section 4 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

5-5-4: PURCHASE, RECEIPT OR POSSESSION; FALSIFYING AGE:

A. Prohibited: It is unlawful for a person who is under ~~eighteen (18)~~ Twenty-One (21) years of age to purchase, accept receipt of, or have in their possession a tobacco or vapor product, or to present or offer to any person any purported proof of age which is false, fraudulent or not actually his or her own, for the purpose of purchasing or receiving any tobacco product or vapor product; provided, however, that it shall not be unlawful for such a person to handle such tobacco or vapor product when required in the performance of such person's duties.

B. Administrative Fine; Failure To Pay: When a person violates subsection A of this section, the Municipal Court may assess such person an administrative fine of twenty five dollars (\$25.00) for the first offense within a one-year period and an administrative fine of fifty dollars (\$50.00) for a second or subsequent offense within a one-year period. Upon failure of the individual to pay such administrative fine within ninety (90) days of the day of such fine, the Court Clerk shall notify the Department of Public Safety and request the department suspend or not issue a driver's license to said individual until proof of payment has been furnished to the Department of Public Safety.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2021

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 5 REGARDING REQUIRED POSTING OF MINIMUM AGE SIGN AT PLACE OF BUSINESS FOR PURCHASE OF TOBACCO; PENALTY FOR VIOLATION AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, STATE AND FEDERAL LAW RELATING TO TOBACCO AND VAPOR PRODUCTS RELATES TO PERSONS OF 21 YEARS OF AGE OR OLDER AND IT IS THEREFORE NECESSARY THAT THE PROVISIONS OF THE CITY CODE BE AMENDED TO CONFORM TO SAME.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 5, Chapter 5, Section 5 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

5-5-5: SIGNS IN RETAIL ESTABLISHMENTS:

A. Posting Required: Every person who sells tobacco products at retail shall post conspicuously and keep so posted at the place of business a sign, as specified by the ABLE Commission, stating the following: "It's the law. We do not sell tobacco products to persons under Twenty-One (21) ~~18~~-years of age".

B. Administrative Fine: When a person violates subsection A of this section, the Municipal Court may assess such person an administrative fine of fifty dollars (\$50.00) for each day such offense occurs. The notice required by subsection A of this section shall be the only notice required to be posted or maintained in any store that sells tobacco products at retail.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2021

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 6 REGARDING REQUIRED NOTICE TO EMPLOYEES BY VENDOR OF PROHIBITION ON SALE OF TOBACCO OR VAPOR PRODUCTS TO PERSONS UNDER 21 YEARS OF AGE AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, STATE AND FEDERAL LAW RELATING TO TOBACCO AND VAPOR PRODUCTS RELATES TO PERSONS OF 21 YEARS OF AGE OR OLDER AND IT IS THEREFORE NECESSARY THAT THE PROVISIONS OF THE CITY CODE BE AMENDED TO CONFORM TO SAME.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 5, Chapter 5, Section 6 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

5-5-6: RETAIL EMPLOYEES; NOTICE AND ACKNOWLEDGEMENT:

A. Notice Of State Law: Every person engaged in the business of selling tobacco products or vapor products at retail shall notify each individual employed by that person as a retail sales clerk that State law:

1. Prohibits the sale or distribution of tobacco products or vapor products to any person under ~~eighteen (18)~~ Twenty-One (21) years of age and the purchase or receipt of tobacco products or vapor products by any person under ~~eighteen (18)~~ Twenty-One (21) years of age; and

2. Requires that proof of age be demanded from a prospective purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser or recipient may be under ~~eighteen (18)~~ Twenty-One (21) years of age.

B. Acknowledgement: This notice shall be provided before the individual commences work as a retail sales clerk or in the cases of an individual employed as a retail sales clerk, on the date when this section becomes effective, within thirty (30) days of that date. The individual shall signify that he or she has received the notice required by this section by signing a form stating as follows:

I understand that State law prohibits the sale or distribution of tobacco products or vapor products to persons under ~~eighteen (18)~~ Twenty-One (21) years of age, and out-of-package sales, and requires proof of age of purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser or recipient may be under ~~eighteen (18)~~ Twenty-One (21) years age. I promise, as a condition of my employment, to observe the law.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 **SEVERABILITY.**

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2021

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 7 REGARDING RESTRICTIONS ON SALE OF TOBACCO PRODUCTS THROUGH VENDING MACHINES AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, STATE AND FEDERAL LAW RELATING TO TOBACCO AND VAPOR PRODUCTS RELATES TO PERSONS OF 21 YEARS OF AGE OR OLDER AND IT IS THEREFORE NECESSARY THAT THE PROVISIONS OF THE CITY CODE BE AMENDED TO CONFORM TO SAME.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 5, Chapter 5, Section 7 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

5-5-7: VENDING MACHINE SALES:

A. Location Restrictions: It shall be unlawful for any person to sell tobacco products through a vending machine, unless the vending machine is located:

1. In areas of factories, businesses, offices or other places that are not open to the public;
2. In places that are open to the public, but to which persons under ~~eighteen (18)~~ Twenty-One (21) years of age are not admitted;
3. In places where alcoholic beverages are sold for consumption on the premises, but only if the vending machine is under the continuous supervision of the owner or lessee of the premises or an employee thereof, and is inaccessible to the public when the establishment is closed; and
4. In other places, but only if the machine is under the continuous supervision of the owner or lessee of the premises or an employee thereof, or can be operated only by the activation of an electronic switch by the owner or lessee of the premises, or an employee thereof, prior to each purchase or can be operated only by a special token purchased from the owner or lessee of the premises, or an employee thereof.

B. Proof Of Age: In any place where supervision of a vending machine, activation of an electronic switch or sale of a special token is required by subsection A of this section, the person responsible for that supervision or the activation of the switch shall demand proof of age from a prospective purchaser if any ordinary person would conclude on the basis of appearance that the prospective purchaser may be under ~~eighteen (18)~~ Twenty-One (21) years of age.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 **SEVERABILITY.**

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2021

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 8 REGARDING PROHIBITION ON SAMPLES OF TOBACCO OR VAPOR PRODUCTS TO PERSONS UNDER 21 YEARS OF AGE; RESTRICTIONS OF DISTRIBUTION OF TOBACCO OR VAPOR SAMPLES IN PROXIMITY TO PLAYGROUNDS, SCHOOLS AND OTHER FACILITIES USED PRIMARILY BY PERSONS UNDER 21 YEARS OF AGE; PROVIDING FOR FINE AND NOTICE TO DEPARTMENT OF PUBLIC SAFETY FOR FAILURE TO PAY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, STATE AND FEDERAL LAW RELATING TO TOBACCO AND VAPOR PRODUCTS RELATES TO PERSONS OF 21 YEARS OF AGE OR OLDER AND IT IS THEREFORE NECESSARY THAT THE PROVISIONS OF THE CITY CODE BE AMENDED TO CONFORM TO SAME.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 5, Chapter 5, Section 8 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

5-5-8: DISTRIBUTION OF SAMPLES:

A. Under Eighteen Prohibited: It shall be unlawful for any person to distribute tobacco product or vapor product samples to any person under ~~eighteen (18)~~ Twenty-One (21) years of age.

B. Distance To Facility: Notwithstanding subsection A of this section, no person shall distribute tobacco product or vapor product samples in or on any public street, sidewalk or park that is within three hundred feet (300') of any playground, school or other facility when the facility is being used primarily by persons under ~~eighteen (18)~~ Twenty-One (21) years of age.

C. Administrative Fine: When a person violates subsection A or B of this section, the Municipal Court may assess such person an administrative fine of twenty five dollars (\$25.00) for the first offense within a one-year period, fifty dollars (\$50.00) for the second offense within a one-year period and seventy five dollars (\$75.00) for a third offense or subsequent offense within a one-year period.

D. Failure To Pay: Upon failure of the individual to pay the administrative fine within ninety (90) days of the assessment of such fine, the Court Clerk shall notify the Department of Public Safety and request the department suspend or not issue a driver's license to said individual until proof of payment has been furnished to the Department of Public Safety.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2021

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 10 REGARDING DUTY TO PROVIDE INFORMATION CONCERNING SOURCE OF VAPOR OR TOBACCO PRODUCT TO OFFICIALS AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, STATE AND FEDERAL LAW RELATING TO TOBACCO AND VAPOR PRODUCTS RELATES TO PERSONS OF 21 YEARS OF AGE OR OLDER AND IT IS THEREFORE NECESSARY THAT THE PROVISIONS OF THE CITY CODE BE AMENDED TO CONFORM TO SAME.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 5, Chapter 5, Section 10 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

5-5-10: REFUSAL OF MINOR TO DISCLOSE INFORMATION:

Any ~~minor~~ Person under the age of Twenty-One (21) years being in possession of vapor products, cigarettes, cigarette papers, cigars, snuff, chewing tobacco or any other form of tobacco product and being by any police officer, constable, court officer, truant officer or teacher in any school, asked where and from whom such vapor products, cigarettes, cigarette papers, cigars, snuff, chewing tobacco or any other form of tobacco product were obtained, who shall refuse to furnish such information, shall be guilty of a misdemeanor and subject to penalty as provided in section 1-4-1 of this Code.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2021

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 6, TABLE 6-1 USE REGULATIONS BY THE ADDITION UNDER “OTHER” USES SPECIFIED THEREIN CONCERNING REGULATION OF THE PLACEMENT OF TANKS/CONTAINERS USED FOR THE STORAGE OR USE OF LIQUEFIED PETROLEUM GASES AS A SPECIAL EXCEPTION IN ALL DISTRICTS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE CITY COUNCIL FINDS IT IN THE BEST INTEREST OF THE PUBLIC FOR PURPOSES OF PROTECTION OF THE SAFETY, HEALTH AND WELFARE OF THE PUBLIC TO REGULATE THE PLACEMENT OF TANKS/CONTAINERS USED FOR THE STORAGE OR USE OF LIQUEFIED PETROLEUM GASES WITHIN THE CORPORATE CITY LIMITS OF THE CITY.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 10, Chapter 6, Table 6-1 “Use Regulations” under “OTHER” uses as therein specified the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

**TABLE 6-1
USE REGULATIONS**

P = Use permitted as of right	S = Special exception approval required	- = Prohibited use
-------------------------------	---	--------------------

Use	Zoning Districts	Supplemental Regulations (Code Section)

RS	RD	RT	RM	RMH	CO	CC	CR	CAR	CG	IL	IH	AG
----	----	----	----	-----	----	----	----	-----	----	----	----	----

Other:													
Drive-in or drive-through facility (as a component of an allowed principal use)	-	-	-	-	-	-	-	-	P	S	P	P	-

<u>Liquefied Petroleum Gases Tank/Container</u>		<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>10-7-15</u>
Off-premises outdoor advertising sign		-	-	-	-	-	-	-	-	P	-	P	P	-	10-12-7F
Wireless communication facility:															
	Freestanding tower	S	S	S	S	S	S	S	S	S	S	S	S	S	10-7-14
	Building or tower-mounted antenna	P	P	P	P	P	P	P	P	P	P	P	P	P	10-7-14

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2021

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 7, REGARDING “SUPPLEMENTAL USE AND BUILDING REGULATIONS” BY THE ADDITION A NEW SECTION TO BE CODIFIED AS TITLE 10, CHAPTER 7, SECTION 15 REGARDING THE USE OF LIQUEFIED PETROLEUM TANKS/CONTAINERS WITHIN THE MUNICIPAL LIMITS OF THE CITY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE CITY COUNCIL FINDS IT IN THE BEST INTEREST OF THE PUBLIC FOR PURPOSES OF PROTECTION OF THE SAFETY, HEALTH AND WELFARE OF THE PUBLIC TO REGULATE THE USE OF TANKS/CONTAINERS USED FOR THE STORAGE OR USE OF LIQUEFIED PETROLEUM GASES WITHIN THE CORPORATE CITY LIMITS OF THE CITY.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 10, Chapter 7, of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended by the addition of a new section 10-7-15 to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

10-7-15: USE OF LIQUEFIED PETROLEUM GAS TANKS/CONTAINERS

1. In instances in which the placement of a tank/container utilized for Liquefied Petroleum Gas has been authorized upon property as a Special Exception to zoning, the placement of the tank/container upon property shall be made subject to all applicable state, federal and local laws, rules and ordinances including but not limited to the Building Regulations of the City of Pryor Creek.
2. Zoning regulations prohibiting the placement of tanks/containers utilized for liquefied petroleum gases upon property located in the City of Pryor Creek shall not apply to tanks/containers utilized for Liquefied Petroleum Gas in the following instances:
 - a. The use of tanks/containers of a size not to exceed 125 gallons (water gallons) utilized for Liquefied Petroleum Gas for recreational outdoor purposes such as outdoor cookers, outdoor space heaters and outdoor fire places or fire pits. All uses of tanks/containers under this paragraph shall be conducted in compliance with any order made/issued by the City’s Fire Chief or the Fire Chief’s designee.
 - b. Fuel tanks/containers affixed to vehicles or other equipment, which vehicle or equipment is powered by means of utilization of Liquefied Petroleum Gas stored in said tanks/containers.

- c. Fuel tanks/containers affixed to recreational vehicles which recreational vehicle utilizes the fuel stored in said tank/container for purposes of cooking or heating of the recreational vehicle.
- d. The use of tanks/containers of a size not to exceed 125 gallons (water gallons) utilized for Liquefied Petroleum Gas on a temporary basis for construction related activities where the construction activity is being lawfully made within the municipal limits of the City. The phrase "for construction related activities" as used in this paragraph shall be interpreted to mean the provision of heat for workers during times actively engaged in the performance of construction activities at the location or other uses directly related to the construction activities. The said phrase shall not include uses for domestic purposes such as provision of heat for occupants of a structure or as a means of heating water for bathing or for cooking.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2020

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2020

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, JANUARY 5TH, 2021 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, Jimmy Tramel and Yolanda Thompson. Members absent: none.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Police Chief Dennis Nichols, Assistant Police Chief James Willyard, Fire Chief BK Young, Emergency Management Director Johnny Janzen, Golf Course Superintendent Dennis Bowman, Library Director Cari Rerat, Building Inspector Kenneth Young, Recreation Center Director Jessica Long, Assistant Recreation Center Director Jerome Hopkins.

Others present: Police Officer Dustin VanHorn, Police Officers Timothy Armontrout and Justin Allen, Vyve representatives Charles Hembree, Trinity Norman and Stormie Norman, Cox representatives Rob Collins and Robbie Squires, Motorola representative Melissa Lee, MidAmerica Industrial Park representative John Schaffitzel, Bank of Commerce representative Adam Anderson, Terry Aylward and Kemmie Shropshire.

2. PETITIONS FROM THE AUDIENCE. (LIMITED TO 5 MINUTES, MUST REQUEST IN ADVANCE.)

There were no petitions.

3. DEPARTMENT HEAD REPORTS IF NEEDED.

a. Building Inspector

Young reported that in 2020 they sold 461 permits and performed 609 inspections for a revenue of \$81,170.00.

b. Emergency Management

Janzen reported that the last couple of weeks they have been working on vaccinations. The lady over the vaccinations for our area is Ashley and she can be reached at 918-373-2623 if anyone has questions. They called Ashley during the meeting and the Council asked her a few questions.

c. Fire

Young handed out a report to Council.

d. Golf

Bowman handed out a report to Council and reported that revenue for December 2020 was approximately \$37,000.00 compared to December 2019 which was \$7,000.00. They are working on tearing down and rebuilding some equipment to get it ready for next season.

e. Library

Rerat reported that 2020 statistics show just under half of what they experienced in 2019.

f. Parks / Cemetery

No report.

g. Police

Nichols had no report, but he asked if anyone had questions.

h. Recreation Center

Long reported that they have been super busy. They took in 59 new members in December. People are abiding by COVID regulations and staff is spraying disinfectant more often. They have started the new software training and will go live with it in February.

i. Street

Page 1 of 6

No report.

4. MAYOR'S REPORT:

a. CARES Reimbursement Account Report with discussion.

Mayor Lees reported that we were awarded \$722,935.44 from the State. Of that amount \$202,422.00 was placed in reserve and we have spent \$153,915.04 since March. The useable amount not in reserve is \$366,500.00, and when added to reserve, the total is \$569,000.00. Mayor stated he will report monthly going forward.

b. Discussion and possible action regarding removing from the table Item 6.m. from the December 15th, 2020 City Council agenda.

Motion was made by Shropshire, second by Smith to remove from the table Item 6.m. from the December 15th, 2020 City Council agenda. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.

c. Discussion and possible action regarding authorizing Mayor to sign franchise agreement with Coxcom, LLC.

Motion was made by Smith, second by Brakefield to approve authorizing Mayor to sign franchise agreement with Coxcom, LLC. Mr. Ritchie prepared a Q&A document for the Council. Ms. Squires spoke, as well. Voting yes: Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

5. CITY ATTORNEY'S REPORT:

a. Amendment of December 15th, 2020 minutes to document Scrivener's error on the Ragsdale plat.

Motion was made by Tramel, second by Shropshire to amend the December 15th, 2020 minutes to document Scrivener's error on the Ragsdale plat (included in minutes.) Voting yes: Nance, Smith, Chitwood, Brakefield, Thompson, Ketcher, Shropshire. Tramel had stepped out of the meeting. Voting no: none.

b. Second and final reading, discussion and possible action regarding an ordinance amending Title 9, Chapter 5 Sections 1 and 2 regarding adoption of 2015 International Residential Code.

Motion was made by Chitwood, second by Shropshire to approve and waive final reading of Ordinance #2021 – 1 amending Title 9, Chapter 5 Sections 1 and 2 regarding adoption of 2015 International Residential Code. Voting yes: Smith, Chitwood, Brakefield, Thompson, Ketcher, Shropshire, Nance. Tramel was out of the meeting. Voting no: none.

c. Second and final reading, discussion and possible action regarding an ordinance regarding a zoning change from RS (Residential Single) to RD (Residential Duplex) for the property in the City of Pryor, to-wit: Two tracts of land situated in Lot 20, Block 3 of the PIERRE CHOUTEAU ADDITION to the City of PRYOR CREEK, Mayes County, State of Oklahoma, according to the official Survey and Plat filed thereof, and being more particularly described as follows, to-wit:

Tract 1: Beginning at a point on the South Line of said Lot 20, Block 3, said point being 100.00 feet Northeasterly of the Southwest Corner of the East 100.00 feet of the West 140.00 feet of said Lot 20; Thence Northeasterly along said Southerly Lot Line a distance of 12.53 feet; Thence Northwesterly for a distance of 97.94 feet to a point on the Northerly Line of said Lot 20; Thence Northwesterly along the Northerly Line of said Lot 20 a distance of 7.62 feet; Thence Southerly for a distance of 99.35 feet to the point of beginning.

Tract 2: The Easterly 100 feet of the Westerly 140 feet of said Lot 20, Block 3, more particularly described as: Beginning at a point on the North Line of said Lot 20 a distance of 40.15 feet Easterly of the Northwest Corner of said Lot 20; Thence South 86° 08.015' East along the Northerly Line of said Lot 20 a distance of 100 feet; Thence South 0° 00.5' West parallel with the Westerly Line of said Lot 20 a distance of 99.14 feet to a point on the Southerly Line of said Lot 20; Thence South 84° 35.515' West along said Southerly Line a distance of 100 feet to a point 40.15 feet Easterly of the Southwest Corner of said Lot 20; Thence North 0° 00.5' East a distance of 115.45 feet to the point of beginning.

Motion was made by Thompson, second by Brakefield to approve and waive final reading of Ordinance 2021 – 2 regarding a zoning change from RS (Residential Single) to RD (Residential Duplex) for the property in the City of Pryor, to-wit: Two tracts of land situated in Lot 20, Block 3 of the PIERRE CHOUTEAU ADDITION to the City of PRYOR CREEK, Mayes County, State of Oklahoma, according to the official Survey and Plat filed thereof, and being more particularly described as follows, to-wit:

Tract 1: Beginning at a point on the South Line of said Lot 20, Block 3, said point being 100.00 feet Northeasterly of the Southwest Corner of the East 100.00 feet of the West 140.00 feet of said Lot 20; Thence Northeasterly along said Southerly Lot Line a distance of 12.53 feet; Thence Northwesterly for a distance of 97.94 feet to a point on the Northerly Line of said Lot 20; Thence Northwesterly along the Northerly Line of said Lot 20 a distance of 7.62 feet; Thence Southerly for a distance of 99.35 feet to the point of beginning.

Tract 2: The Easterly 100 feet of the Westerly 140 feet of said Lot 20, Block 3, more particularly described as: Beginning at a point on the North Line of said Lot 20 a distance of 40.15 feet Easterly of the Northwest Corner of said Lot 20; Thence South 86° 08.015' East along the Northerly Line of said Lot 20 a distance of 100 feet; Thence South 0° 00.5' West parallel with the Westerly Line of said Lot 20 a distance of 99.14 feet to a point on the Southerly Line of said Lot 20; Thence South 84° 35.515' West along said Southerly Line a distance of 100 feet to a point 40.15 feet Easterly of the Southwest Corner of said Lot 20; Thence North 0° 00.5' East a distance of 115.45 feet to the point of beginning.

Voting yes: Chitwood, Brakefield, Thompson, Ketcher, Shropshire, Nance, Smith. Tramel was out of the meeting. Voting no: none.

d. Second and final reading, discussion and possible action regarding an ordinance regarding a zoning change from RD (Residential Duplex) to C/AR (Commercial / Automotive Recreation). Rezoning Applicant: Justin James with James Properties requested a zoning change for the property in the City of Pryor, to-wit: A tract of land situated in the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW¹/₄NE¹/₄NW¹/₄) of Section Seventeen (17), Township Twenty-one (21) North, Range Nineteen (19) East of the Indian Base and Meridian in Pryor Creek, Mayes County, State of Oklahoma and more particularly described as follows, to-wit: Beginning at a point on the South Right-of-Way of State Highway No. 20 and the East Line of said SW¹/₄NE¹/₄NW¹/₄, 50.94 feet South of the Northeast Corner thereof; Thence South 01°37'42" East for a distance of 106.56 feet and along said East Line to a point on the North Line of the HIRZEL ADDITION to the City of PRYOR CREEK; Thence South 88° 12' 35" West for a distance of 475.39 feet and along said North Line; Thence North 01° 37' 02" West for a distance of 141.03 feet to a point on said South Right-of-Way; Thence North 87° 37' 45" East for a distance of 204.29 feet and along said Right-of-Way; Thence along a curve to the right having a radius of 2,242.53 feet and an arc length of 273.61 feet, being subtended by a chord of South 84° 06' 40" East for a distance of 273.45 feet and along said Right-of-Way to the point of beginning, LESS AND EXCEPT Tract 2, a tract of land situated in the SW/4 of the NE/4 of the NW/4 of Section 17, Township 21 North, Range 19 East of the Indian Base and Meridian in Pryor Creek, Mayes County, Oklahoma and more particularly described as follow to-wit:

Commencing at the Northeast Corner of said SW/4 of the NE/4 of the NW/4.

THENCE South 01 degrees 37 minutes 42 seconds East for a distance of 157.51 feet and along the East Line of said SW/4 of the NE/4 of the NW/4 to a point on the North Line of the HIRZEL ADDITION to the City of Pryor Creek;

THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 391.39 feet to the point of beginning.

THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 84.00 feet and along said North line;

THENCE North 01 degrees 37 minutes 02 seconds West for a distance of 141.03 feet to a point on the South Right-of-Way of State Highway No. 20;

THENCE North 87 degrees 37 minutes 45 seconds East for a distance of 84.00 feet and along said right-of-way;

THENCE South 01 degrees 37 minutes 12 seconds East for a distance of 141.88 feet to the point of beginning. This legal description was prepared by G. Michael Finnell, P.L.S. #1107, on 9/30/2016. Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.2728 acres more or less.

Motion was made by Chitwood, second by Smith to approve and waive final reading of Ordinance #2021 - 3 regarding a zoning change from RD (Residential Duplex) to C/AR (Commercial / Automotive Recreation). Rezoning Applicant: Justin James with James Properties requested a zoning change for the property in the City of Pryor, to-wit: A tract of land situated in the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW¹/₄NE¹/₄NW¹/₄) of Section Seventeen (17), Township Twenty-one (21) North, Range Nineteen (19) East of the Indian Base and Meridian in Pryor Creek, Mayes County, State of Oklahoma and more particularly described as follows, to-wit: Beginning at a point on the South Right-of-Way of State Highway No. 20 and the East Line of said SW¹/₄NE¹/₄NW¹/₄, 50.94 feet South of the Northeast Corner thereof; Thence South 01°37'42" East for a distance of 106.56 feet and along said East Line to a point on the North Line of the HIRZEL ADDITION to the City of PRYOR CREEK; Thence South 88° 12' 35" West for a distance of 475.39 feet and along said North Line; Thence North 01° 37' 02" West for a distance of 141.03 feet to a point on said South Right-of-Way; Thence North 87° 37' 45" East for a distance of 204.29 feet and along said Right-of-Way; Thence along a curve to the right having a radius of 2,242.53 feet and an arc length of 273.61 feet, being subtended by a chord of South 84° 06' 40" East for a distance of 273.45 feet and along said Right-of-Way to the point of beginning, LESS AND EXCEPT Tract 2, a tract of land situated in the SW/4 of the NE/4 of the NW/4 of Section 17, Township 21 North, Range 19 East of the Indian Base and Meridian in Pryor Creek, Mayes County, Oklahoma and more particularly described as follow to-wit:

Commencing at the Northeast Corner of said SW/4 of the NE/4 of the NW/4.

THENCE South 01 degrees 37 minutes 42 seconds East for a distance of 157.51 feet and along the East Line of said SW/4 of the NE/4 of the NW/4 to a point on the North Line of the HIRZEL ADDITION to the City of Pryor Creek;

THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 391.39 feet to the point of beginning.

THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 84.00 feet and along said North line;

THENCE North 01 degrees 37 minutes 02 seconds West for a distance of 141.03 feet to a point on the South Right-of-Way of State Highway No. 20;

THENCE North 87 degrees 37 minutes 45 seconds East for a distance of 84.00 feet and along said right-of-way;

THENCE South 01 degrees 37 minutes 12 seconds East for a distance of 141.88 feet to the point of beginning. This legal description was prepared by G. Michael Finnell, P.L.S. #1107, on 9/30/2016. Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.2728 acres more or less.

Voting yes: Brakefield, Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood. Tramel was out of the meeting. 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 December 15th, 2020 Council meeting with amendment.
- b. Approve payroll purchase orders through January 8th, 2021.
- c. Approve claims for purchase orders through January 5th, 2021.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	2020201612 - 2020201599	98,114.06
STREET & DRAINAGE	2020201453 - 2020201183	128,835.39
GOLF COURSE	2020201573 - 2020201578	11,405.94
CAPITAL OUTLAY	2020200438	2,460.00
REAL PROPERTY ACQUIS.	911224B - 2020201609	1,743.65
RECREATION CENTER	2020201475 - 2020201514	24,570.49
E-911 CASH FUND	911162B	1,554.90
<u>TOTAL</u>		268,684.43
NO BLANKETS		

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
- e. Discussion and possible action regarding an expenditure in the amount of \$14,900.00 to Cowboy Rigs for a 96 x 20 GN Tandem Dual Dump Trailer for the Pryor Creek Street Department from Street Capital Outlay Account #14-145-5411, as approved in the 2020 – 2021 fiscal year budget. This was the only bid received and is State bid price.
- f. Discussion and possible action regarding an expenditure in the amount of \$7,249.00 to EcoloxTech for the purchase of an EcoloxTech 240 electrolyzed water system to generate hypochlorous acid (HOCl) from COVID Reimbursement Account #02-201-5401. Other quotes received: Service Wing Organic Solutions for a Service Wing Anolyte Generator in the base amount of \$37,250.00 and Better Way Distributing for a DES-16000 in the amount of \$13,000.00 or DES-4000 in the amount of \$7,960.00.
- g. Discussion and possible action regarding reappointment of Larry Williams to Seat #7 of the Economic Development Trust Authority, term ending January 13th, 2022 (*Scrivener’s error: Term ending January 13th, 2025*).
- h. Discussion and possible action regarding reappointing Mayor as representative to the Grand Gateway Board of Directors for 2021 or accepting nominations from Council.
- i. Discussion and possible action to approve the Pryor Creek Police Department to move forward with the purchase of Motorola Spillman Flex records management system at a cost of \$218,913.00 and with recommended funding via a Lease Purchase Agreement with the Bank of Commerce at the interest rate of 1.99% for a term of 10 years. The annual expense of \$24,012.00 is to be funded from Police Equipment Capital Outlay Account #44-445-5424. Other bids received: RCB Bank at 2.67% and First Priority Bank at 3.17%. (*Scrivener’s error: cost should read \$217,643.00*).
- j. Discussion and possible action regarding an expenditure in the amount of \$9,750.00 to Vigilant Solutions, LLC for the purchase of license plate recognition software that consists of twelve (12) Mobile Companion User Licenses, one (1) Investigative Data Platform, twenty (20) Watchguard CarDetector Mobile Software Licenses and Support, and twenty (20) 25-ft. Ethernet cables. Vigilant is the sole source provider of the Watchguard CarDetector Mobile Software and is the only provider that has the ability to integrate with WatchGuard’s in-car

video system for license plate recognition. This is paid for by the Attorney General's SAFE Oklahoma Grant, from Donation Police Attorney General Grant Account #96-965-5503.

- k. Discussion and possible action regarding an expenditure in the amount of \$15,450.00 to WatchGuard for the purchase of (2) Watchguard 4RE in-car cameras and Vista body camera packages which include warranties, licensing, networking option, and technical services. Watchguard is the current in-car and body camera system used by the Pryor Creek Police Department. This is paid for by the Attorney Generals' SAFE Oklahoma Grant, from Account #96-965-5503.

Motion was made by Smith, second by Chitwood to approve items a – k, less items a, h and i. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield. Voting no: none.

a. Approve minutes of the December 15th, 2020 Council meeting with amendment.

Motion was made by Ketcher, second by Smith to approve minutes of the December 15th, 2020 Council meeting. Voting yes: Thompson, Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel. Abstaining, counting as a no vote: Nance. Voting no: none.

h. Discussion and possible action regarding reappointing Mayor as representative to the Grand Gateway Board of Directors for 2021 or accepting nominations from Council.

Motion was made by Tramel, second by Chitwood to reappoint Mayor as representative to the Grand Gateway Board of Directors for 2021. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.

i. Discussion and possible action to approve the Pryor Creek Police Department to move forward with the purchase of Motorola Spillman Flex records management system at a cost of \$218,913.00 and with recommended funding via a Lease Purchase Agreement with the Bank of Commerce at the interest rate of 1.99% for a term of 10 years. The annual expense of \$24,012.00 is to be funded from Police Equipment Capital Outlay Account #44-445-5424. Other bids received: RCB Bank at 2.67% and First Priority Bank at 3.17%. *(Scrivener's error: cost should read \$217,643.00).*

Motion was made by Shropshire, second by Ketcher to approve the Pryor Creek Police Department to move forward with the purchase of Motorola Spillman Flex records management system at a cost of \$217,643.00 and with recommended funding via a Lease Purchase Agreement with the Bank of Commerce at the interest rate of 1.99% for a term of 10 years. The annual expense of \$24,012.00 is to be funded from Police Equipment Capital Outlay Account #44-445-5424. Other bids received: RCB Bank at 2.67% and First Priority Bank at 3.17%.

Mr. Ritchie stated that two items need to be noted in the agreement:

1. Purchaser should be the bank, not the City.
2. When dealing with financing, interest to be paid needs to be determined taxable or non-taxable. The agreement is drafted as nontaxable since the City is nontaxable. The reason this is important is that in a calendar year, a municipality is only legally allowed to borrow up to \$10 million. We need to keep this in mind in case we consider borrowing more this calendar year that might exceed \$10 million.

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

7. COMMITTEE REPORTS:

a. Budget and Personnel (Brakefield)

Brakefield reported that the Budget and Personnel Committee will meet Tuesday, January 12th, 2021 at 5:30 p.m.

b. Ordinance and Insurance (Shropshire)

Shropshire reported that the next Ordinance and Insurance Committee meeting will be Monday, January 11th, 2021 at 5:30 p.m.

c. Street (Smith)

Smith had no report. Buddy thanked the Council for the approval of the new equipment via Smith.

8. UNFORESEEABLE BUSINESS.

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

Tramel reported that he received word that the Health Department is overwhelmed, so if anyone can assist they would be welcome. Chitwood reported that the Medical Reserve Corp has been activated if they can help in any way.

9. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY
1. CALL TO ORDER.

Meeting was called to order at 7:35 p.m.

2. APPROVE MINUTES OF DECEMBER 15TH, 2020 MEETING.

Motion was made by Smith, second by Chitwood to approve minutes of December 15th, 2020 meeting. Voting yes: Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Abstaining, counting as a no vote: Nance. Voting no: none.

3. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

4. ADJOURN.

Motion was made by Ketcher, second by Smith to adjourn. Voting yes: Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith. 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

Dilapidated Building Public Nuisance Abatement Demolition
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: Tibbets Trucking
Mailing Address: ~~8755~~ 8755 E 400
City/State/Zip: STRANG, OK 74367
Contact Person: Brue Tibbets
Title: Owner
Phone/Cell: 918-373-5229
E-Mail: bruetibbets99@gmail.com

Property:

Amount:

33 S Pine
House, any out building, garage, small trees
and/or vegetation- Leave Mature Trees
MAYOR ROACH ADDITION BLK 3 LOT 9

\$ 4,500
~~4,500~~

\$ _____

\$ _____

Completion date: 1-8-20

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.

Brue Tillet

Name

1-8-20

Date

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

Site Characteristics

ADDRESS: 33 S PINE

LEGAL: MAYOR ROACH ADDITION BLK 3 LOT 9

OWNER: City of Pryor Creek

See Mayes County Assessor pages attached.

Dilapidated Building Public Nuisance Abatement
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 or Office Manager
Phone/Cell: 918-825-6910
E-Mail: wadeswrecker@att.net

Property:

Amount:

33 S Pine

House, any out building, garage, small trees
and/or vegetation- Leave Mature Trees
MAYOR ROACH ADDITION BLK 3 LOT 9

\$ 4,800.⁰⁰

\$ _____

\$ _____

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.

Name

Date

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

Site Characteristics

ADDRESS: 33 S PINE

LEGAL: MAYOR ROACH ADDITION BLK 3 LOT 9

OWNER: City of Pryor Creek



Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 12/18/2020

The Mayes County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Mayes County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data

Account 490018156
Parcel ID 1310-00-003-009-0-001-00
Cadastral ID 1310-003-009-00-0-001-00
Property Type REAL - Real Property
Property Class UR
Tax Area 14 - Pryor City I-1
Lot Size 1.00 - Lots
Owners Name
 VERNON, MICHAEL DANIEL
 427 SPRING CREEK RD
 PRYOR OK 74361-

Primary Image



Parcel Location

Situs 00033 S PINE
Subdivision MAYOR-ROACH
Lot/Block 0009 / 0003
Sec/Twn/Rng - - -
Neighborhood 101000 - 1001,1090,1240,1250,1310,1330,1390,1400,1420,1430,1520,1530

Image Date 6/7/2020

Legal Description

MAYOR ROACH ADDITION 1143/925 BLK 3 LOT 9

Valuation	2020	2020	Tax Detail (Millages)	%	Mills	Dollars
Land Value	8,292	8,292	C001 Mayes County			
Improvements	31,072	31,072	General Fund	12.5	10.33	32.07
Mobile Home	0	0	Health Fund	1.9	1.55	4.81
Fair Market Value	39,364	39,364	Common Fund	5.0	4.13	12.82
Taxable Value - Capped	36,673	36,673	T001 Pryor City			
Assessment Ratio	11.2%	11.2%	SI01 Pryor School			
Gross Assessed	4,108	4,108	General Fund	43.2	35.79	111.11
Exemptions	1,000	1,000	Building Fund	6.2	5.11	15.86
Net Assessed	3,108	3,108	Sinking Fund	17.6	14.54	45.14
Tax Rate	82.7800	82.7800	V001 Vo Tech - 1			
Estimated Taxes	257.00	257.00	General Fund	12.5	10.33	32.07
			Building Fund	1.2	1.00	3.10

Dilapidated Building Public Nuisance Abatement Demolition

City of Pryor Creek Oklahoma

REQUEST FOR QUOTATION

December 18th , 2020

The City of Pryor Creek Oklahoma is requesting quotations for demolition of dilapidated buildings, vegetation, fencing, walls and other appurtenance items on properties as specified in the property profiles/diagrams/photos as attached.

Your quotations shall be broken out in a lump sum cost for demolition and removal of the buildings and items noted above, as well as restoration of the property to a mowable grade and erosion control measures necessary during and after work. Please understand you should consider each property as an independent demolition project as some properties may be demolished by the property owners, or other circumstances may intervene, prior to awarding of a notice to proceed. Also, notices to proceed will be awarded to the lowest and best quotation for each property.

Completed Request for Quotation forms shall be submitted to the City of Pryor Creek Code Enforcement, 12 N. Rowe St., Pryor Creek, Oklahoma, by 5:00pm January 11, 2021. They may be hand-delivered, mailed, faxed, or scanned and e-mailed.

Prospective/successful firms or corporations will be acting as an authorized agent of the City of Pryor Creek for abatement of a dilapidated building public nuisance and shall be authorized to access the property to prepare a quotation and to complete the work. The successful firm or corporation will be issued a purchase order in the amount of quotation. This will serve as a notice to proceed.

In addition to the attached demolition profile, prospective firms or corporations need to comply with the following:

- A valid Certificate of Liability Insurance for the firm or corporation showing a minimum general liability coverage of \$1 million per occurrence shall be in file with the City.
- Demolition permit and inspection fees will be charged (\$75.00). Also, the contractor will need to have a licensed plumbing contractor cap the sewer prior to demolition. This cost should be figured into the quotation.
- All federal, state and local laws, rules and regulations shall be followed regarding removal and disposal of any hazardous materials such as

asbestos, lead-based paint, etc. The quotation submitted shall reflect any anticipated costs for such.

- General working hours for this project will be from 7:00 a.m. to 6 p.m. Monday through Friday, excluding holidays. Work during other hours shall only be done by mutual agreement with the City's Neighborhood Code Enforcement staff.
- Demolition debris shall be disposed of in a state licensed landfill approved to accept such debris.
- The demolition contractor may retain any salvage materials from the site.
- Upon completion of demolition and removal of debris, the lot shall be graded to a mowable restoration level comparable with the existing natural contours.
- All necessary measures shall be taken to control erosion or siltation during and after demolition activities – including installation of silt fencing.
- The successful firm or corporation shall assure utility services have been disconnected prior to demolition.
- The successful firm or corporation, by signing the quotation form attached, hereby represents that it shall hold the City of Pryor Creek, Oklahoma, its employees or agents, harmless from any liability resulting from property damages and/or personal injuries that occur during, or as a result of, the demolition activity.

Should you have any questions, please contact Sheryl Laue, Code Enforcement, at (918) 825-1679, or via e-mail at: laues@pryorcreek.org.

Name / Address

CITY OF PRYOR CREEK
LOT # 33
PINE ST.

			Project
Description	Qty	Rate	Total
DEMO OF HOUSE ; REMOVAL	1	5,090.00	5,090.00
Total			\$5,090.00



Laue, Sheryl <laues@pryorcreek.org>

Bid Opportunity

Adair Rentals Rentals <adairrentals@gmail.com>

Mon, Jan 11, 2021 at 4:36 PM

To: "Laue, Sheryl" <laues@pryorcreek.org>

Here is Our Bid.

Thanks.

Sheldon - Adair Tree Clearing

[Quoted text hidden]

**lot33demo 001.jpg**

360K

Dilapidated Building Public Nuisance Abatement Demolition

City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name:

Jerry's Excavation, Inc

Mailing Address:

9011 N 547 Road

City/State/Zip:

Hulbert Oklahoma 74441

Contact Person:

Jerry Halpain

Title:

President

Phone/Cell:

918-598-3568

E-Mail:

jexcavation@fairpoint.net

Property:

Amount:

33 S Pine

House, any out building, garage, small trees

and/or vegetation- Leave Mature Trees

MAYOR ROACH ADDITION BLK 3 LOT 9

\$ 9,000.00

\$

\$ 9,000.00

Bid Amount



Completion date:

25 Days after

award, weather permitting

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.

 _____
Name
 _____
Date
**City of Pryor Creek, Oklahoma Housing
Demolition Abatement**

Site Characteristics

ADDRESS: 33 S PINE

LEGAL: MAYOR ROACH ADDITION BLK 3 LOT 9

OWNER: City of Pryor Creek

See Mayes County Assessor pages attached.
--



JERREXC-01

BMCELMURRY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BancFirst Insurance Services, Inc. 3300 E. Shawnee Rd. Muskogee, OK 74403	CONTACT Bridgett McElmurry NAME: PHONE (A/C, No, Ext): (918) 681-7013 FAX (A/C, No): (918) 683-0976 E-MAIL ADDRESS: bridgett.mcelmurry@bancfirst.insurance	
	INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Jerry's Excavation Inc. 9011 N. 547 Rd. Hulbert, OK 74441	NAIC # 20095	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLP3698436	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3698435	9/30/2020	9/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 5,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2818499	9/30/2020	9/30/2021	AGGREGATE \$ 5,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability			CLP3698436	9/30/2020	9/30/2021	Worksite Pollution 1,000,000
A	Equipment Floater			CLP3698436	9/30/2020	9/30/2021	Leased & Rented 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Pryor Creek
12 North Rowe St
Pryor, OK 74361

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY BancFirst Insurance Services, Inc.		NAMED INSURED Jerry's Excavation Inc. 9011 N. 547 Rd. Hulbert, OK 74441	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Blk Wording

The General Liability and Commercial Auto coverage includes blanket additional insured as required by written contract subject to policy terms, conditions and exclusion.

The General Liability and Commercial Auto policies include a blanket waiver of subrogation endorsement only when there is a written contract between the Named Insured and the certificate holder that requires it.

The General Liability and Commercial Auto policies state this insurance will be primary if you and the additional insured have agreed in writing, in a contract or agreement, that this insurance is primary and non-contributory.

The Umbrella/Excess Liability policy will follow form with the General Liability and Commercial Auto policies subject to policy terms, conditions and exclusions.



JERR-01

OP ID: MY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RICH & CARTMILL, INC
2738 East 51st #400
Tulsa, OK 74105
Vaughn P Graham Jr

918-293-7186

CONTACT NAME: Mollie Smith
PHONE (A/C, No, Ext): 918-293-7186
E-MAIL: msmith@rcins.com
ADDRESS:

FAX (A/C, No): 918-744-8429

INSURED
Jerry's Excavation, Inc.
9011 N 547 Rd
Hulbert, OK 74441

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Compsource Mutual Ins Co

36188

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			03288256201	03/01/2020	03/01/2021	X PER STATUTE OTH-ER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITYPR2

City of PryorCreek
12 North Rowe Street Suite B
Pryor, OK 74361

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dilapidated Building Public Nuisance Abatement Demolition
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name:

Hansen Dirt and Demo, LLC

Mailing Address:

2636 E. 5th

City/State/Zip:

Locust Grove, OK 74352

Contact Person:

Blake Hansen

Title:

Owner

Phone/Cell:

918-373-0483

E-Mail:

hansendirtanddemo@gmail.com

Property:

Amount:

33 S Pine
House, any out building, garage, small trees
and/or vegetation- Leave Mature Trees
MAYOR ROACH ADDITION BLK 3 LOT 9

Total Base Bid
\$ 10,500.00

\$ _____

\$ _____

Completion date: _____

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.



Name

1-11-21

Date

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

Site Characteristics

ADDRESS: 33 S PINE

LEGAL: MAYOR ROACH ADDITION BLK 3 LOT 9

OWNER: City of Pryor Creek

See Mayes County Assessor pages attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Harmon Insurance 709 W Washington St Broken Arrow, OK 74012	CONTACT NAME: Emily Delgadillo PHONE (A/C, No, Ext): (918)251-2511 FAX (A/C, No): (918)251-2512 E-MAIL ADDRESS: emily@harmonins.com
INSURED	Blake Hansen DBA: Hansen Dirt & Demo 2636 E 565 Locust Grove, OK 74352	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual NAIC # 24082 INSURER B: Ohio Casualty Insurance Company 24082 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00013504-60296

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS61485029	05/29/2020	05/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS61485029	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

The City of Pryor Creek Oklahoma
12 N. Rowe St.
Pryor, OK 74361

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ELK)

© 1988-2015 ACORD CORPORATION. All rights reserved.

Dilapidated Building Public Nuisance Abatement

Demolition

City of Pryor Creek Oklahoma

REQUEST FOR QUOTATION

December 18th , 2020

The City of Pryor Creek Oklahoma is requesting quotations for demolition of dilapidated buildings, vegetation, fencing, walls and other appurtenance items on properties as specified in the property profiles/diagrams/photos as attached.

Your quotations shall be broken out in a lump sum cost for demolition and removal of the buildings and items noted above, as well as restoration of the property to a mowable grade and erosion control measures necessary during and after work. Please understand you should consider each property as an independent demolition project as some properties may be demolished by the property owners, or other circumstances may intervene, prior to awarding of a notice to proceed. Also, notices to proceed will be awarded to the lowest and best quotation for each property.

Completed Request for Quotation forms shall be submitted to the City of Pryor Creek Code Enforcement, 12 N. Rowe St., Pryor Creek, Oklahoma, by 5:00pm January 11, 2021. They may be hand-delivered, mailed, faxed, or scanned and e-mailed.

Prospective/successful firms or corporations will be acting as an authorized agent of the City of Pryor Creek for abatement of a dilapidated building public nuisance and shall be authorized to access the property to prepare a quotation and to complete the work. The successful firm or corporation will be issued a purchase order in the amount of quotation. This will serve as a notice to proceed.

In addition to the attached demolition profile, prospective firms or corporations need to comply with the following:

- A valid Certificate of Liability Insurance for the firm or corporation showing a minimum general liability coverage of \$1 million per occurrence shall be in file with the City.
- Demolition permit and inspection fees will be charged (\$75.00). Also, the contractor will need to have a licensed plumbing contractor cap the sewer prior to demolition. This cost should be figured into the quotation.
- All federal, state and local laws, rules and regulations shall be followed regarding removal and disposal of any hazardous materials such as

- asbestos, lead-based paint, etc. The quotation submitted shall reflect any anticipated costs for such.
- General working hours for this project will be from 7:00 a.m. to 6 p.m. Monday through Friday, excluding holidays. Work during other hours shall only be done by mutual agreement with the City's Neighborhood Code Enforcement staff.
- Demolition debris shall be disposed of in a state licensed landfill approved to accept such debris.
- The demolition contractor may retain any salvage materials from the site.
- Upon completion of demolition and removal of debris, the lot shall be graded to a mowable restoration level comparable with the existing natural contours.
- All necessary measures shall be taken to control erosion or siltation during and after demolition activities – including installation of silt fencing.
- The successful firm or corporation shall assure utility services have been disconnected prior to demolition.
- The successful firm or corporation, by signing the quotation form attached, hereby represents that it shall hold the City of Pryor Creek, Oklahoma, its employees or agents, harmless from any liability resulting from property damages and/or personal injuries that occur during, or as a result of, the demolition activity.

Should you have any questions, please contact Sheryl Laue, Code Enforcement, at (918) 825-1679, or via e-mail at: laues@pryorcreek.org.



7454 E 41st Street Tulsa, OK 74145
918-627-8080

ENGINE INSPECTION, MAINTENANCE, AND REPAIR AGREEMENT FOR EMERGENCY STANDBY EQUIPMENT

This Engine Inspection, Maintenance and Repair Agreement for Emergency Standby Equipment ("Agreement") is by and between United Engines LLC ("UE") and PRYOR CITY HALL ("Customer"). UE agrees to provide to Customer and Customer agrees to accept and pay for the parts and services for the inspection and maintenance of the equipment listed in Exhibit A (referred to as "Equipment") in accordance with the following:

1. **Inspection and Maintenance.** For a fixed annual fee of \$2332.00 UE shall inspect all of the Equipment two (2) times per year on a prearranged schedule. This fixed fee will cover all labor, transportation, and parts listed in Exhibit B. However, if parts and supplies are needed to repair damage caused by abuse, theft, improper operation, acts of third parties, force of nature or alterations of the Equipment, Customer shall pay for repairs in accordance with paragraph 2. UE shall run the Equipment unloaded, and at Customer's request and in his presence, will transfer load to generator set and make adjustments if needed.

2. **Repair.** If, during any of the inspections referred to above, UE determines that repairs other than the work listed in Exhibit B are necessary on the Equipment, UE shall notify Customer. If Customer authorizes these repairs, Customer agrees to accept and pay for the repairs at UE's then current rates for parts, labor and travel expenses to Customer's job site and return. After inspection and maintenance, UE shall report its findings in substantially the same form as Exhibit B

For Industrial Customers under Contract the following discounts will apply for any additional repairs requested or any unscheduled service calls:

- 50% mileage discount and 20% discount on labor at applicable schedule rate.
- Current labor rate is \$ 159.00 per hour.

3. **Payments.** All payments terms are: Net 30 days with approved credit.

4. **Warranty.** UE agrees to perform the work referred to in Paragraphs 1 and 2 in a workmanlike manner. UE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY OF UE ARISING OUT OF SERVICES PERFORMED OR PRODUCTS SOLD UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO UE. IN NO EVENT SHALL UE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. **Term.** This Agreement shall commence on the date listed below and shall remain in effect for a one (1) year term. Upon expiration of the initial one-year term, this Agreement shall automatically renew for an additional one-year period with price adjustments not to exceed 6% per year. Either party may terminate this Agreement on not less than thirty (30) days prior written notice.

This Agreement shall be governed by UE terms and conditions. <https://unitedholdingscorp.com/wp-content/uploads/2019/01/ue-terms-conditions.pdf>

UNITED ENGINES LLC

CUSTOMER: PRYOR CITY HALL

By: _____

Printed Name: _____

Date 1/4/2021

United Engines

7454 E 41st Street Tulsa, OK 74145
918-627-8080

Dated: 1/4/2021

Exhibit A

Equipment List

Site Name
12 North Rowe

Brand
MTU

KW
350

Serial Number
357889-1-1-0313

Maintenance Costs

QTY	*Service Options	Rates
1	Annual Full Service	\$ 2332.00
1	Semi-Annual Inspection	Inc.
	Total of requested service	2332.00
	Sales tax est only.	
	Total	2332.00

***Please provide contact information**

Physical Address: 12 NORTH ROWE

City, State, ZIP: PRYOR, OK

Contact Name Mayor Larry Lees 918 825-4077 malonel@pryorcreek.org

City of Pryor Creek
Bid Recommendations

BID RECOMMENDATION (Base Bid)

Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM, on January 13, 2021 for the following:

BIDDER'S NAME	BASE BID		TOTAL BID
BP #1 - DEMOLITION			
ARK Wrecking Co. of Oklahoma, Inc.	\$ 115,120.00		\$ 115,120.00
DT Specialized Services, Inc.	\$ 153,675.00		\$ 153,675.00
American Demolition & Site Services, LLC	\$ 175,000.00		\$ 175,000.00
Total Demolition Services, LLC	\$ 189,076.00		\$ 189,076.00
Ground Level, LLC	\$ 189,460.00		\$ 189,460.00
Key Maintenance, Inc.	\$ 257,000.00		\$ 257,000.00
Jerry's Excavation, Inc.	\$ 297,500.00		\$ 297,500.00

RECOMMENDATION: Award the Base Bid to the low responsible bidder, ARK Wrecking Co. of Oklahoma, Inc. for a total amount of \$115,120.00.

BID PROPOSAL

Proposal of Allwine Roofing & Construction, Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as Allwine Roofing & Construction, Inc *. To the City of Pryor Creek, Oklahoma (hereinafter called "OWNER") in compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Chamber of Commerce Building Roof Repair in strict accordance with the detailed Plans, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ten (10) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 60 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter. A reasonable extension for delivery of equipment can be made to avoid liquidated damages.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.

BIDDER acknowledges receipt of the following ADDENDUM: NONE

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum given in the Bid Schedule.

BID SCHEDULE

NOTE: BIDS SHALL NOT INCLUDE SALES TAX.

Item	Description	Qty./Unit	Total Price
1.	REMOVE EXISTING ROOFING AND DEBRIS AND REPLACE THE ENTIRE ROOF OF CHAMBER OF COMMERCE BUILDING AT 100 E. GRAHAM AVENUE , INCLUDING MATERIALS, MANPOWER, EQUIPMENT, AND APPURTANCES. BASED ON 2,400 SQ. FT. OF ROOF AREA. <u>47,804</u> Dollars & <u>00</u> Cents	LS	\$ <u>47,804</u>
2.	ADDITIVE QUOTE: REPAIR AC ROOF CURBS (2) ONCE EXISTING ROOFING REMOVED AND CURRENT STATUS ASSESSED. <u>3,000</u> Dollars & <u>00</u> Cents	LS	\$ <u>3,000</u>
3.	ADDITIVE QUOTE: REPLACE SUB ROOFING PLYWOOD DECKING ONCE EXISTING BUILT UP ROOFING IS REMOVED AND DAMAGE IS ASSESSED. QUANTITY BASED ON 64 SQ. FT. <u>640</u> Dollars & <u>00</u> Cents	FOR 64 SQ. FT.	\$ <u>640.</u> ⁰⁰
	TOTAL AMOUNT BID (ITEM 1 – 3): <i>Fifty one thousand</i> <i>Four Hundred Forty Four</i> Dollars & <u>00</u> Cents		\$ <u>51,444</u>

NOTE: BIDS SHALL NOT INCLUDE SALES TAX.

OWNER is exempt from Oklahoma State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Respectfully submitted,

Larry Baldrey
Signature

Allwine Roofing & Construction, Inc
Firm Name

President
Title

3815 S. 79th E Ave
Address

73-1208349
Employer I.D. No.

Tulsa, OK 74145
Address



918-664-7663
Telephone No.

918-664-1887
Fax Number

ATTEST:

Roxana Baldridge
Secretary/Witness

12/8/2020
Date

STATEMENT OF QUALIFICATIONS:

Allwine Roofing & Construction, Inc
Bidder

3815 S. 29th E Ave Tulsa OK 74145
Address

SEE ATTACHED BIDDER PROVIDED SHEETS

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: City of Tulsa - WPC 19-1
OWNER: City of Tulsa ADDRESS: Various Locations
DATE STARTED: April 2020 DATE COMPLETED: Nov. 2020
APPROX. QUANTITIES OF MAJOR ITEMS: 280 squares Tear off, new
Tapered insulation, 60 mil fully adhered TPO
VALUE OF CONTRACT: \$ 464,126
2. NAME OF PROJECT: Chris Nickel CDRJ
OWNER: Nickel Investments ADDRESS: 2920 N. Aspen B.A.
DATE STARTED: Aug 2020 DATE COMPLETED: Dec. 2020
APPROX. QUANTITIES OF MAJOR ITEMS: 595 squares of TPO 60 mil
retrofitted over metal roof. 70 squares ACM panel fabricate & install
VALUE OF CONTRACT: \$ 523,683
3. NAME OF PROJECT: Little Lighthouses Renovations
OWNER: Little Lighthouse ADDRESS: 5120 E 36th Tulsa, OK
DATE STARTED: Jan 2019 DATE COMPLETED: Aug 2019
APPROX. QUANTITIES OF MAJOR ITEMS: 218 squares of retrofit 60 mil
TPO & 16 squares of 60 mil TPO on a new addition.
VALUE OF CONTRACT: \$ 188,066.⁰⁰
4. OTHER PROJECT REFERENCES: _____

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

Sandy Baldrige, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

NONE

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NONE

(If none of the business relationships hereinabove mentioned exist; affiant should so state.)

Sandy Baldrige
Affiant's Signature:

Subscribed and sworn to before me this 8TH day of December, 2020.

Carrie Williamson
Notary Public

My Commission Expires: 01/29/23

NOTE: This form is to be submitted with the BID.



NONCOLLUSION AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

Sandy Biddell, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

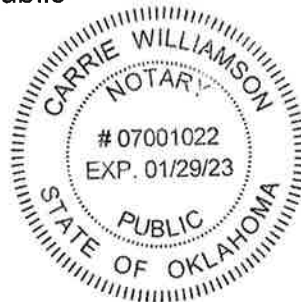
Sandy Biddell

SUBSCRIBED AND SWORN to before me this 8th day of December, 2020.

Carrie Williamson
Notary Public

My Commission Expires:

01/29/23



NOTE: This form is to be submitted with the BID.

PAYROLL AFFIDAVIT

STATE OF OK)
COUNTY OF Tulsa) ss.

Sandy Baldrige, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that (s)he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor. Affiant further states that (s)he is in compliance with the requirements of Title 40 O.S. 1981, §196.9a(B), as amended.

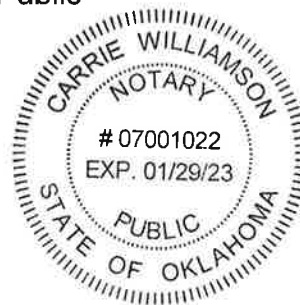
Sandy Baldrige
Affiant

Subscribed and sworn to before me this 8TH day of December, 20 .

Carrie Williamson
Notary Public

My Commission Expires:

01/29/23



NOTE: This form is to be submitted with the BID.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Allwine Roofing & Construction, Inc. (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
National American Insurance Company
1010 Manyel Ave.
Chandler, OK 74834-3854 (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Oklahoma
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Pryor Creek (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent (5%) of Amount Bid Dollars (\$ Five Percent (5%) of Amount Bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for
Chamber of Commerce Roof Repair (Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The obligation expires sixty (60) days from the effective date of the bid.

Signed and sealed this 8th day of December, 2020

Carrie Williamson
(Witness)

Allwine Roofing & Construction, Inc. 1983

Seny Baldry
(Principal)
(Title)

National American Insurance Company

(Surety)

(Seal)

Vicki Wilson
(Witness)

Carey Kennemer
(Title) Attorney-in-Fact

**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

Number: CBB0059174

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Travis E. Brown; Mark A. Nowell; Kyle Bradford; Deborah L. Raper; Stephen M. Poleman;
J. Kelly Deer; Vaughn Graham, Jr.; Jamie M. Burris; Vaughn P. Graham; Dwight A. Pilgrim;
Shelli R. Samsel; Cathy Combs, Bobby Young, Gary Liles, Randy Webb, Aaron Woolsey, Carey Kennemer

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 8th day of December, 2020



R. Patrick Gilmore

R. Patrick Gilmore, Secretary



Coats, Darla <coatsd@pryorcreek.org>

Use of Sales Tax Money

2 messages

Kim Ritchie <kritchie@rrmalaw.com>

Mon, Dec 21, 2020 at 12:47 PM

To: leesl@pryorcreek.org, coatsd@pryorcreek.org

Mayor,

In response to your question about whether or not surplus sales tax revenues may be used on other projects such as the park bathrooms.

The answer is "yes" the surplus revenues over and above what is required to make our payments on the debt service may be used on other projects.

In coming to this opinion I reviewed the ballot language for the sales tax extension, spoke with Allan Brooks (bond counsel) on the financing we did, and spoke to Chris Gander with BOK Financial who likewise helped us put together the financing package on the project. Both of them said "yes" we can use the surplus revenues generated by the sales tax to do other projects. The ballot language certainly allows that to be done as well.

K. Ellis Ritchie
Attorney & Managing Partner
Ritchie, Rock, McBride & Atwood Law Firm

[888-848-4558](tel:888-848-4558)kritchie@rrmalaw.comwww.rrmalaw.com

CONFIDENTIALITY NOTICE: This electronic communication originates from The Ritchie, Rock, McBride & Atwood Law Firm and is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this electronic communication; any part of it; or any attachments thereto. Unauthorized re-transmission, reproduction, distribution or other use of the confidential information contained herein is strictly prohibited and may be unlawful. If you have received this electronic communication in error, please delete it (and any attachments) from your computer systems without reading the content, and immediately notify the sender of the inadvertent transmission. There is no intent on the part of the sender to waive any evidentiary or other common law privilege (including the attorney-client privilege)

Larry Lees <leesl@pryorcreek.org>

Mon, Dec 21, 2020 at 3:00 PM

To: "Coats, Darla" <coatsd@pryorcreek.org>

Cc: "Brakefield, Briana" <brakefieldb@pryorcreek.org>, Kim Ritchie <kritchie@rrmalaw.com>

Darla,

The email below should be placed in the packet of the Budget/ Personnel meeting in January. Also, it should be placed in the bond resolution file for future reference.

Also, many thanks to Mr. Ritchie!

STATEMENT OF QUALIFICATIONS:

Natural State Construction
Bidder Solutions, LLC
P.O. Box 5745, Bella Vista, AR
Address 72714

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: Arvest Data Center
OWNER: Arvest Bank ADDRESS: 103 S. Bloomington St.
DATE STARTED: 2/2019 DATE COMPLETED: 4/2019 Lowell, AR
APPROX. QUANTITIES OF MAJOR ITEMS: electrical install
Foundation, slab on grade, sidewalks, fencing
VALUE OF CONTRACT: \$55,000
2. NAME OF PROJECT: Google Data Center 7A
OWNER: Google/Cantera ADDRESS: Pryor, OK
DATE STARTED: 9/2019 DATE COMPLETED: 4/2020
APPROX. QUANTITIES OF MAJOR ITEMS: excavation on grade,
footings, communication cabling
VALUE OF CONTRACT: \$150,000
3. NAME OF PROJECT: Decatur HS Renovation
OWNER: Decatur Schools ADDRESS: Decatur, AR
DATE STARTED: 11/2020 DATE COMPLETED: 12/2020
APPROX. QUANTITIES OF MAJOR ITEMS: footings, excavation,
~~200 AMP~~ Foundations, Slab on grade
VALUE OF CONTRACT: \$40,000
4. OTHER PROJECT REFERENCES: Fort Chaffee Razorback
Bombing Range 200AMP electric service, water

NOTE: This form is to be submitted with the bid.

BID PROPOSAL

Proposal of Natural State Construction Solutions, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Arkansas doing business as Natural State Construction Solutions LLC *. To the City of Pryor Creek, Oklahoma (hereinafter called "OWNER") in compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Whitaker Park Restroom Replacement in strict accordance with the detailed Plans, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ten (10) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter. A reasonable extension for delivery of equipment can be made to avoid liquidated damages.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.

BIDDER acknowledges receipt of the following ADDENDUM: No. 1 and No. 2

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum given in the Bid Schedule.

BID SCHEDULE

NOTE: BIDS SHALL NOT INCLUDE SALES TAX.

Item	Description	Qty./Unit	Total Price
1.	REMOVE EXISTING restroom building, level and grade site ready for new construction. Including temporary protection for electrical control boxes and conduit. \$18,600 Dollars & 00 Cents	LS	\$ 18,600.00
2.	INSTALL new CMU building, including all site preparation, piping, conc. slab and building as shown on detailed plans. \$150,150 Dollars & 00 Cents	LS	\$ 150,150.00
3.	ADDITIVE QUOTE: Standard Color brick veneer split face, in place all exterior surfaces over CMU wall and columns. _____ Dollars & _____ Cents	LS	\$ _____
4.	DEDUCTIVE QUOTE: Final grading including seeding, vegetative cover, settlement restoration _____ Dollars & _____ Cents	LS	\$ _____
	TOTAL AMOUNT BID (ITEM 1 – 2 only) (Items 3 & 4 N/A): \$168,750 Dollars & 00 Cents		\$ 168,750.00

NOTE: BIDS SHALL NOT INCLUDE SALES TAX.

OWNER is exempt from Oklahoma State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

***Insert "a corporation", "a partnership", or "an individual" as applicable.**

Respectfully submitted,

Hannah Higgins
Signature

Natural State Construction Solutions LLC
Firm Name

Owner
Title

P.O. Box 5745
Address

83-2187354
Employer I.D. No.

Bella Vista, AR 72714
Address

(SEAL) - If BID is by a corporation.

479-466-1702
Telephone No.

Fax Number

ATTEST:

Kathleen Berger
Secretary/Witness

12/7/2020
Date

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF Arkansas)
COUNTY OF Benton) ss.

Hannah Higgins, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

NA

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NA

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NA

(If none of the business relationships hereinabove mentioned exist; affiant should so state.)

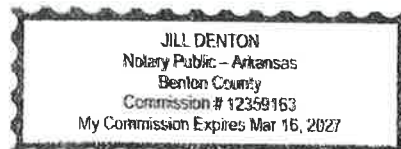
Hannah Higgins
Affiant's Signature:

Subscribed and sworn to before me this 7 day of December, 2020

Jill Denton
Notary Public

My Commission Expires: 03-16-2027

NOTE: This form is to be submitted with the BID.



NONCOLLUSION AFFIDAVIT

STATE OF Arkansas)
COUNTY OF Benton) ss.

Hannah Higgins, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

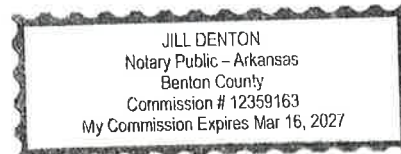
Hannah Higgins

SUBSCRIBED AND SWORN to before me this 7 day of DECEMBER, 2020

Jill Denton
Notary Public

My Commission Expires:

03-16-2027



NOTE: This form is to be submitted with the BID.

PAYROLL AFFIDAVIT

STATE OF Arkansas)
COUNTY OF Benton) ss.

Hannah Higgins, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that (s)he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor. Affiant further states that (s)he is in compliance with the requirements of Title 40 O.S. 1981, §196.9a(B), as amended.

Hannah Higgins
Affiant

Subscribed and sworn to before me this 7 day of December, 2020

Jill Denton
Notary Public

My Commission Expires:

03-16-2027



NOTE: This form is to be submitted with the BID.

BID BOND
(Percentage)

Bond No. 65315293

KNOW ALL PERSONS BY THESE PRESENTS, That we Natural State Construction Solutions, LLC
of P. O. Box 5745, Bella Vista, AR 72714
_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of Pryor

~~xx~~ _____, hereinafter referred to as the Oblige, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
Whitaker Park Restroom Replacement

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 8th day of December, 2020.

Principal

Natural State Construction Solutions, LLC

BY: _____

Surety

WESTERN SURETY COMPANY

BY: _____

John L Vorisek, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65315293

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint John L Vorisek

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Natural State Construction Solutions, LLC

Obligee: City of City of Pryor

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 65315293 is not issued on or before midnight of March 8th, 2021, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 8th day of December, 2020.

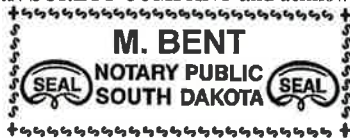


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 8th day of December, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires March 2, 2026

M. Bent

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 8th day of December, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

STATEMENT OF QUALIFICATIONS: Magnum Construction, Inc
Bidder
PO Box 707, Broken Arrow, OK 74013
Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: Lobby & Concessions Renovation
OWNER: Mounds Public Schools ADDRESS: 1701 Russell Ave., Mounds, OK
DATE STARTED: 6/12/2020 DATE COMPLETED: 9/30/2020
APPROX. QUANTITIES OF MAJOR ITEMS: CONCRETE, Rough Carpentry, Hollow Metal
Frames & Doors, Finishes, Plumbing, HVAC, and Electrical
VALUE OF CONTRACT: \$236,100.00
2. NAME OF PROJECT: Central Elementary Ceilings, Paint, Light
OWNER: Bixby Public Schools ADDRESS: 201 S Main, Bixby, OK
DATE STARTED: 4/10/2020 DATE COMPLETED: 9/14/2020
APPROX. QUANTITIES OF MAJOR ITEMS: Carpentry, Exterior Doors and Hardware,
Drywall, Painting, Plumbing and Electrical
VALUE OF CONTRACT: \$529,948.92
3. NAME OF PROJECT: Tulsa Tech Career Academy
OWNER: Tulsa Tech ADDRESS: 3850 N. Peoria Ave, Tulsa, OK
DATE STARTED: 12/16/2019 DATE COMPLETED: 7/09/2020
APPROX. QUANTITIES OF MAJOR ITEMS: Epoxy Flooring, Masonry, Hollow Metal and
Wood Doors and Hardware, Drywall, Paint, Millwork, HVAC and Electrical
VALUE OF CONTRACT: \$350,834.32
4. OTHER PROJECT REFERENCES: _____

NOTE: This form is to be submitted with the bid.

BID PROPOSAL

Proposal of Magnum Construction, Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as a Corporation *. To the City of Pryor Creek, Oklahoma (hereinafter called "OWNER") in compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Whitaker Park Restroom Replacement in strict accordance with the detailed Plans, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ten (10) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter. A reasonable extension for delivery of equipment can be made to avoid liquidated damages.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.

BIDDER acknowledges receipt of the following ADDENDUM: 1 and 2

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum given in the Bid Schedule.

BID SCHEDULE

NOTE: BIDS SHALL NOT INCLUDE SALES TAX.

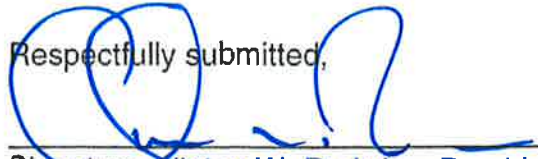
Item	Description	Qty./Unit	Total Price
1.	REMOVE EXISTING restroom building, level and grade site ready for new construction. Including temporary protection for electrical control boxes and conduit. <u>5,045</u> Dollars & <u>00</u> Cents	LS	\$ <u>5,045</u> ⁰⁰
2.	INSTALL new CMU building, including all site preparation, piping, conc. slab and building as shown on detailed plans. <u>160,955</u> Dollars & <u>00</u> Cents	LS	\$ <u>160,955</u> ⁰⁰
3.	ADDITIVE QUOTE: Standard Color brick veneer split face, in place all exterior surfaces over CMU wall and columns. <u>18,400</u> Dollars & <u>00</u> Cents	LS	\$ <u>18,400</u> ⁰⁰
4.	DEDUCTIVE QUOTE: Final grading including seeding, vegetative cover, settlement restoration <u>2,100</u> Dollars & <u>00</u> Cents	LS	\$ <u>-2,100</u> ⁰⁰
	TOTAL AMOUNT BID (ITEM 1 - 2 only) (Items 3 & 4 N/A): <u>166,000</u> Dollars & <u>00</u> Cents		\$ <u>166,000</u> ⁰⁰

NOTE: BIDS SHALL NOT INCLUDE SALES TAX.

OWNER is exempt from Oklahoma State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

***Insert "a corporation", "a partnership", or "an individual" as applicable.**

Respectfully submitted,


Signature Clinton W. Redwine, President

Magnum Construction, Inc
Firm Name

President
Title

PO Box 707
Address

73-1534345
Employer I.D. No.

Broken Arrow, OK 74013
Address

(SEAL) - If BID is by a corporation.

918-251-8667
Telephone No.

918-251-1025
Fax Number

ATTEST:


Secretary/Witness Pam Derichsweiler

December 8th, 2020
Date

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

Clinton W. Redwine, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

NONE

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NONE

(If none of the business relationships hereinabove mentioned exist; affiant should so state.)


Affiant's Signature: Clinton W. Redwine, President

Subscribed and sworn to before me this 8th day of December, 2020.

MISTI NEUFELD
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES APRIL 07, 2022
COMMISSION #14003326

My Commission Expires: _____


Notary Public

NOTE: This form is to be submitted with the BID.

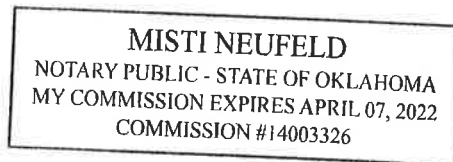
NONCOLLUSION AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

Clinton W. Redwine, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.


Clinton W. Redwine, President

SUBSCRIBED AND SWORN to before me this 8th day of December, 2020.




Notary Public


My Commission Expires:

NOTE: This form is to be submitted with the BID.

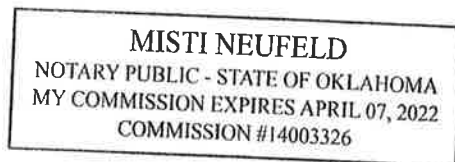
NONCOLLUSION AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

Clinton W. Redwine, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.


Clinton W. Redwine, President

SUBSCRIBED AND SWORN to before me this 8th day of December, 2020.




Notary Public

My Commission Expires:

NOTE: This form is to be submitted with the BID.



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Magnum Construction, Inc. - P O Box 707 Broken Arrow, OK 74013-0707
(full name and address or legal title of Principal)

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
(select Surety)

a corporation duly organized under the laws of the state of New Hampshire as Surety, hereafter called the Surety, are
(select state)

held and firmly bound unto City of Pryor Creek - 12 North Rowe Street Pryor, OK 74361
(full name and address or legal title of Obligor)

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Total Amount Bid Dollars (\$ 5%)

for the payment of which the Principal and the Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Obligor a bid for Whitaker Park Restroom Replacement
Pryor Creek, Pryor, OK 74361
(full name, address and description of project)

NOW, THEREFORE, the condition of this obligation is such that if the Obligor shall accept the bid of the Principal, and the Principal either 1) shall enter into a contract with the Obligor in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety, or 2) shall pay to the Obligor the difference, not to exceed the amount of this bond, between the amount specified in said bid and such larger amount for which Obligor may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligor and Principal to extend the time in which the Obligor may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Obligor and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of December 2020

BY Pam Derichswiler
(Witness) Pam Derichswiler

Magnum Construction, Inc.

(Principal)

By: Clifton W. Redwine, President
Name/Title:

North American Specialty Insurance Company

(Surety)

By: Jamie Burris
Name: Jamie Burris (Attorney-in-Fact)

BY Cathy Combs
(Witness) Cathy Combs

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS,
SHELLY R. SAMSEL, MARK D. NOWELL, CATHY COMBS, VICKI WILSON, AUSTIN K. GREENDAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY and GARY LILES

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company


IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of JULY, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Cook

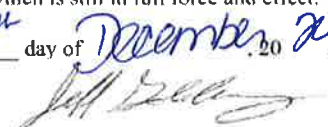
On this 11th day of JULY, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24 day of December, 2019.


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



December 8, 2020

City of Pryor

RE: ENGINEER'S ESTIMATE
PROJECT NO. PRY 20-06
Whitaker Park Restroom Replacement

Mayor and Council:

The Engineer's Estimate for the above referenced project is:

Schedule I- Restroom Repair Base Bid	\$125,000.00
Add Alternate – Brick Veneer Facade	\$18,000.00
TOTAL BID SCH 1	\$143,000.00

Respectfully submitted,

Steve A. Powell, PE
Project Engineer



BK Young 1000 010421

Quote Number: 10305571

Version: 1

Prepared For: PRYOR FIRE DEPT

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Todd Shire

Email: todd.shire@stryker.com

Phone Number: (405) 919-5493

Quote Date: 01/04/2021

Expiration Date: 04/04/2021

Delivery Address

Name: PRYOR FIRE DEPT

Account #: 1331802

Address: 833 S ELLIOTT

PRYOR

Oklahoma 74361

End User - Shipping - Billing

Name: PRYOR FIRE DEPT

Account #: 1331802

Address: 833 S ELLIOTT

PRYOR

Oklahoma 74361

Bill To Account

Name: PRYOR FIRE DEPT

Account #: 1331802

Address: 833 S ELLIOTT

PRYOR

Oklahoma 74361

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99425-000023	LIFEPAK 1000 Graphical Display - includes one non-rechargeable battery, one carrying case w/ shoulder strap, two pair QUIK-COMBO REDI-PAK electrodes and Ship Kit	1	\$2,180.00	\$2,180.00
2.0	41425-000034	Ship Kit - Literature, LP1000, W RCHG, English	1	\$0.00	\$0.00
3.0	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	1	\$35.21	\$35.21
4.0	11101-000017	Infant/Child Reduced Energy Defibrillation Electrode Starter Kit	1	\$160.65	\$160.65
Equipment Total:					\$2,375.86

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$2,375.86

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



ATTN:
PHONE:
EMAIL:

Page 1



HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING OKLAHOMA

SOLD TO: City of Pryor
P.O. Box 1167
Pryor, OK. 74361

SHIP TO: **Pryor Fire Department**
833 South Elliott
Pryor, OK. 74361

ATTN:
PHONE:
EMAIL:

ATTN: James Baumert
PHONE: 918-825-3131
EMAIL: baumertj@pryorcreek.org

CREDIT CARD:			CUST PO NUMBER		SALES REP	SALES REP REF #
NAME/EXP DATE					173	1238
NUMBER/CODE/ZIP			TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#			30	ADD	1/5/2021	QUOTE
ITEM	LOC	DESCRIPTION	QTY	SHIPPED	PRICE	AMOUNT
1		Bauer 4-Bank 6000 PSI UN Cylinders.	1		\$ 7,565.00	\$ 7,565.00
		#BAU-HC6000-4-BANK			\$ -	\$ -
2		Bauer Cylinder Wall Mount Retainer.	1		\$ 215.00	\$ 215.00
		#BAU-HC5000-4/ 6000-4			\$ -	\$ -
					\$ -	\$ -
		Shipping Estimate: \$600.00.			\$ -	\$ -
		Shipping is Estimate Only.			\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
ADDITIONAL COMMENTS BELOW					Subtotal	\$ 7,780.00
				ADD	Tax	\$ -
					Freight	\$ 600.00
					TOTAL	\$ 8,380.00



Contract for Personal Training

_____ has the approval to utilize the PCRC facility for personal training. They will provide PCRC with verification of certification from a nationally recognized personal training program. Trainer and client must be a member of PCRC and trainer must pay the \$50/month trainers fee which is due the first day of the month. This memorandum of agreement shall be effective only upon approval by the City Council.

Date

Pryor Creek Recreation Center Director Signature

Personal Trainer Signature

Approved by the Pryor Creek City Council in regular session on this ____ day of _____ 2021.

Larry Lees, Mayor

Attest:

Eva Smith, City Clerk



Green Country Swim Club Contract

Green Country Swim Club has the approval to utilize the PCRC facility for swim team practice and swim lessons. The club will hold practice on Mondays, Tuesdays, and Thursdays in the pool from 5:30pm until 7:00pm. Swim lessons will be held before class begins. All Swim Club members will be allowed to swim during PCRC Family Swim Time at no charge. In exchange, Green Country Swim Club will pay PCRC 20% of each swimmer's monthly fee and lesson fee (if applicable). Fees are due the last day of the month, and Green Country Swim Club will provide PCRC with a member roster monthly. This memorandum of agreement shall be effective only upon approval by the City Council.

Date

Genevieve Long

Pryor Creek Recreation Center Director Signature

Lina Haverstick-Billie

Green Country Swim Team Coach Signature

Approved by the Pryor Creek City Council in regular session on this ____ day of _____ 2021.

Larry Lees, Mayor

Attest:

Eva Smith, City Clerk

		Vigilant Solutions, LLC 1152 Stealth Street Livermore, California 94551 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	Pryor Police Department - Attention: Kevin Tramel			Date:	01-08-21
Project Name:	Pryor PD - Multi-Scan Mobile Companion			Quote ID:	LIW-0094-09

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(12)	VS-MC-MP-02	Annual Mobile Companion Concurrent User License for Multi-plate Scan Feature, for agencies with an Investigative Data Platform (IDP) subscription <ul style="list-style-type: none"> One (1) annual concurrent user license for the Mobile Companion Multi-plate scan feature Requires agency LEARN or Client Portal account, and features will be dependant on agency access to LPR and/or facial recognition modules of LEARN or Client Portal The concurrent user license may be shared across users Only one user may use the license at a given time Agency must have an active IDP subscription
Subtotal Price (Excluding sales tax)		\$3,600.00

Quote Notes:

- All prices are quoted in USD and will remain firm and in effect for 60 days.
- Returns or exchanges will incur a 15% restocking fee.
- Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
- This Quote does not include the installation of the Ethernet cable.
- Ethernet Cable will be supplied by WatchGuard.

Quoted by: Lisa Wideman - 512-734-3934 - lisa.wideman@motorolasolutions.com

Total Price (Excluding sales tax)	\$3,600.00
--	-------------------



Quote For:

**Pryor Creek Police Department
Attn: Kevin Tramel**

Reference:

Pryor Creek Vigilant Solutions

Quote By:

**WatchGuard Video
Tim Culberson**

Date: 01-08-21



FACT SHEET

MOTOROLA SOLUTIONS

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive.

We have a rich history of firsts, including pioneering mobile communications in the 1930s, making equipment that carried the first words from the moon in 1969 and developing the first commercial handheld cellular phone in 1983.

Today, our global employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.

TECHNOLOGY PLATFORMS



**MISSION-CRITICAL
COMMUNICATIONS**



**COMMAND CENTER
SOFTWARE**



**VIDEO SECURITY &
ANALYTICS**



**MANAGED &
SUPPORT SERVICES**

AWARDS

The Wall Street Journal Management Top 250,
No. 92, November 2019

WayUp Top 100 Internship Programs, August 2019

Fortune World's Most Admired Companies,
No. 3 in Networks and Other Communications
Equipment, January 2019

Forbes World's Best Employers, October 2018

Dow Jones Sustainability North American Index,
September 2018

CHAIRMAN & CEO

Greg Brown

HEADQUARTERS

500 W. Monroe
Chicago IL USA

MEDIA CONTACT

Brittany Kelly | 224-246-3914
brittnay.kelly@motorolasolutions.com

BY THE NUMBERS

\$7.3 BILLION

in annual sales (2018)

\$637 MILLION

in R&D spending (2018)

\$3.3 BILLION

in acquisitions spending since 2016

17,000+ EMPLOYEES

in 60 countries

100,000+ CUSTOMERS

in over 100 countries

6,900+ PATENTS

granted and pending

13,000 NETWORKS

across the globe



MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2019 Motorola Solutions, Inc. All rights reserved. 12-2019

 MOTOROLA SOLUTIONS		WatchGuard Video 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661			
Issued To:	Pryor Creek Police Department - Attention: Kevin Tramel			Date:	01-08-21
Project Name:	Pryor Creek Vigilant Solutions			Quote ID:	WTC-0031-01

Qty	Item #	Description
(1)	VS-IDP-01B	Investigative Data Platform - Annual Subscription for up to 25 Sworn - State and Local <ul style="list-style-type: none"> Commercial LPR Data access - For up to 25 Sworn <ul style="list-style-type: none"> Access to all Vigilant commercially acquired national vehicle location data Unlimited use by authorized agency personnel to complete suite of LEARN data analytics Includes full use of hosted/managed LPR server account via LEARN FaceSearch with Vigilant Image Gallery Access For up to 25 Sworn <ul style="list-style-type: none"> Access to all agency/shared images and Vigilant Image Gallery Unlimited use by authorized agency personnel to all FaceSearch tools Image gallery of up to 5,000 images
(20)	WGS00215	WatchGuard CarDetector Mobile Software License and Support <ul style="list-style-type: none"> Provides for: <ul style="list-style-type: none"> Use of WatchGuard CarDetector Mobile LPR software Access to software updates and helpdesk support Billing Rate is per vehicle per year
(20)	WGP02494	5 ft - Cable: 8 pin to 10 pin PoE Custom Ethernet Cable for powering Groove Wifi Radio <ul style="list-style-type: none"> Custom Ethernet cable to power Groove radio
Subtotal Price (Excluding sales tax)		\$6,150.00

Quote Notes:

- Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.

Quoted by:

Tim Culberson - Customer Engagement Representative - 800-605-6734 - tim.culberson@motorolasolutions.com

Total Price (Excluding sales tax)	\$6,150.00
--	-------------------



WATCHGUARD 4RE® HD PANORAMIC IN-CAR VIDEO SYSTEM

Simple controls, HD cameras, wireless uploads and full integration with body-worn cameras have made the WatchGuard 4RE the world leader for in-car video policing.



KEY FEATURES

INTUITIVE CONTROL – Icon-driven user interface and direct access keys make operation quick and simple.

FULLY INTEGRATED WITH BODY CAMERA – The WatchGuard 4RE In-Car system and one or more body-worn cameras can work seamlessly, capturing synchronized video of an event from multiple vantage points.

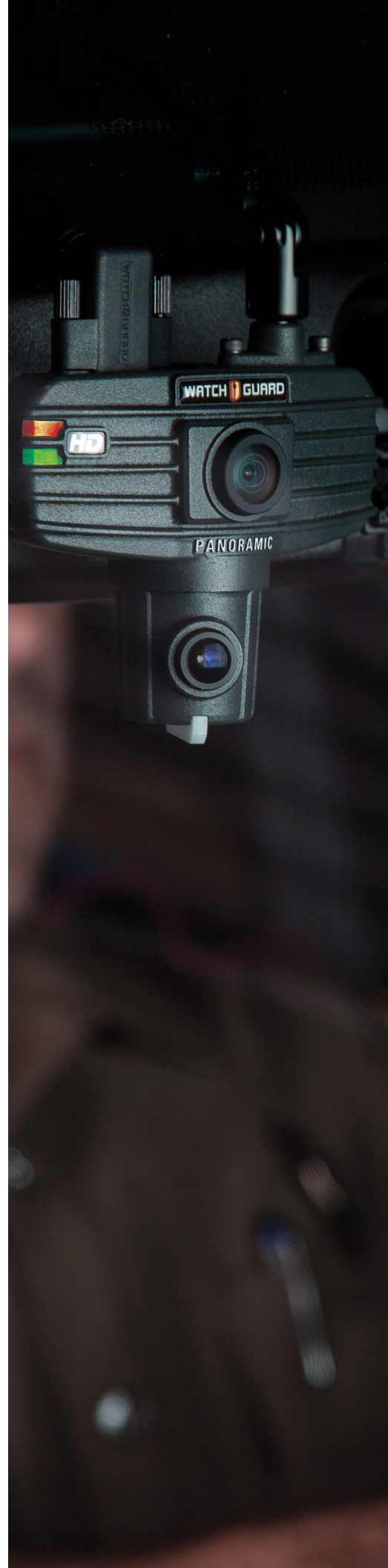
UPLOAD ANYWHERE, ANYTIME – Recorded events are uploaded wirelessly via cellular network from vehicle to evidence storage with no officer involvement.

SMART, EVENT-BASED RESOLUTION RECORDING – Record simultaneously in HD and SD and automatically save using a resolution configured to the event category.

FULL PANORAMIC HD COVERAGE – See everything in front of the patrol car with the stunning video quality of a rotatable HD camera and an HD panoramic camera, all in one compact, rugged housing.

NEVER MISS AN INCIDENT – RECORD AFTER THE FACT provides the power to go back in time and capture important evidence days after it happened, even when record wasn't pressed.

Dual Drive Architecture – Video is continuously recorded to the internal Solid State Hard Drive (SSHD) and all active recordings are written to both the internal hard drive and the removable USB Flash Drive, providing event transfer options and backup.



Full Coverage, Full Detail
Panoramic X2 Camera



Zero Impact On Line Of Sight
Zero Sightline (Zs) Camera



12X Optical Zoom
Hd Mini Zoom Camera



Infrared Illumination
Infrared Cabin Camera



Added Viewing
Side Or Rear-Facing Camera

SPECIFICATIONS

Hard Drive Storage Capacity
200GB

Certified to Military Specification
MIL STD 810-G

Operation Conditions
-40° F to 185° F

Integrated and GPS for Speed and Location
YES

Integrated Crash Detection
YES

Hours of Recording
Up to 80 hours

For more information, visit motorolasolutions.com/in-car



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved. 02-2020



Merchant
Services

Program
Terms and
Conditions
(Program Guide)

**PROCESSOR
INFORMATION:**Name: CardConnect, LLC a business unit of First Data Merchant Services, LLCAddress: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046URL: www.cardconnect.comCustomer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.

3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.

4. **If you wish to dispute any charge or funding,** you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. **This Agreement limits our liability to you.** See Section 10 of the General Terms & Conditions for further details.

6. **We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).

7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. **For questions regarding** your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720.

Information about Bank:

Your Bank, who is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank)
PO Box 6079, Concord, CA 94524
Attn: Merchant Services (407) 237-6727

b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.

c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.

d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.

e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:

a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) You may view and download the Your Payments Acceptance Guide at _____.

c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.

d) You may download the Visa and Mastercard rules at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.

e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.

f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: _____

By signing below, you:

- (i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**
- (ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X

Signature: _____

Title _____

Date _____

Please Print Name of Signer _____

**PROCESSOR
INFORMATION:**Name: CardConnect, LLC a business unit of First Data Merchant Services, LLCAddress: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046URL: www.cardconnect.comCustomer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. Your Discount Rates and other fees are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. We may debit your bank account (also referred to as your Settlement Account) for amounts owed to us.

3. You are liable for Chargebacks and there are many reasons why a Chargeback may occur. When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.

4. If you wish to dispute any charge or funding, you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. This Agreement limits our liability to you. See Section 10 of the General Terms & Conditions for further details.

6. We have assumed certain risks by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).

7. By executing this Agreement with us you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. For questions regarding your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720.

Information about Bank:

Your Bank, who is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank)
PO Box 6079, Concord, CA 94524
Attn: Merchant Services (407) 237-6727

b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.

c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.

d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.

e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:

a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) You may view and download the Your Payments Acceptance Guide at _____.

c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.

d) You may download the Visa and Mastercard rules at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.

e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.

f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: _____

By signing below, you:

- (i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**
- (ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X _____

Signature:

Title

Date

Please Print Name of Signer

1. Your Payment Acceptance Guide and Card Organization Rules

1.1 The General Terms & Conditions (General Terms), together with your Application, the Interchange Rate Schedule and the Your Payments Acceptance Guide constitute the agreement for Card Transaction acceptance and other related Services (this Agreement).

1.2 You agree to comply with the Your Payments Acceptance Guide and, either the Card Organization Rules relevant to you, as they may change over time. The Your Payments Acceptance Guide is available at www.businesstrack.com.

1.3 If there are any inconsistencies between the General Terms and the Your Payments Acceptance Guide, or the Card Organization Rules, the General Terms will govern.

1.4 You may not alter this Agreement.

2. Services and Non-Bank Services

2.1 Your Application will identify the Services you will receive. Certain Services referred to in this Agreement may not be available to you.

2.2 Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate. References to "we" "our" and "us" shall be deemed to be references to Bank and Processor except for the purposes of Sections 2.1, 2.3, 2.4, 6.9, 11.2, 11.5, 11.6, 11.7, 13.1, 20, 24, 32 and 36. Bank shall not be a party to the aforementioned Sections nor shall Bank have any responsibility or liability pursuant to such Sections. Third Party Services, including any apps available in an application marketplace or voice or data services you purchase directly from a third party provider, are not governed by this Agreement and we are not responsible for providing, maintaining, servicing or supporting such services. If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services.

Any third party content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk. WE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND WE EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED

THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

2.3 If you do not qualify for our full service program but have otherwise been approved for accepting American Express or WEX, your American Express and WEX transactions will be processed through and funded by American Express or WEX (as applicable). American Express and WEX will provide you their own agreements governing those transactions. You agree that (a) we are not responsible and assume no liability for any such transactions; and (b) American Express and WEX may charge additional fees for the services they provide.

2.4 Rather than accepting all categories of card, you have the option to elect to accept only certain categories of card (Limited Acceptance). If you wish to offer Limited Acceptance, you must complete the Limited Acceptance Form and agree to be bound by the additional terms and conditions set out in that document.

3. Access and Use of Services

3.1 Except as specified in the Your Payments Acceptance Guide, or otherwise agreed in writing, the Services shall be for your internal business use in the United States only.

3.2 You shall not and shall not permit any third party to: (a) access or attempt to access any Service that is not intended to be available to you; (b) access or use (in any format) the Services (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) without our advanced written consent, use, ship or access Services (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of any Service, prevent access to or use of any Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Services (or any part) except as permitted in this Agreement.

3.3 You may use the eligible TransArmor services and portals only to scan IP addresses, URLs and domain names owned by and registered to you.

3.4 We have the right to rely on user names, password and other sign on.

4. Settlement

4.1 As part of the Services, we will process transaction data received from you and facilitate the transfer of funds for your Card sales to your Settlement Account.

4.2 We may debit your Settlement Account for any amounts owed to us, including any amounts paid to you in error. We may also offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or which you, any of your principals, guarantors or authorized signors guarantee.

4.3 You are responsible for providing us with accurate information regarding your Settlement Account. If you change the Settlement Account in which you receive the proceeds of your transactions, you must notify us immediately. If you accept payment types other than Visa, Mastercard, American Express, Discover Network and PayPal (such as TeleCheck Services), you are also responsible for contacting the Card Organizations or companies governing those Cards to notify them of this change. We shall not be liable for delays in receipt of funds or errors in debit and credit entries caused by you or any other Person, including any delays or errors resulting from errors in Settlement Account information you provide.

4.4 If a Default occurs you agree we may without notice change processing or payment terms and/or suspend credits or other payments of any amounts due or which become due to you.

4.5 Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, and our rights to withhold settlement funds under this Agreement without regard to whether such Chargeback, setoff, lien, and the withholding of settlement fund rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4.6 If you undertake Global ePricing (GeP) Transactions, you acknowledge that: (a) Settlement by us of GeP Transactions shall be made in the Local Currency on the basis of the Transaction Price of the GeP Sales Transaction under the process defined by the Card Organizations; (b) you shall be subject to any and all Foreign currency exchange rate exposure in connection with all GeP Transactions; and (c) you are solely responsible for all aspects of the GeP Transaction (other than the performance of GeP Services), including obtaining the Cardholder's agreement to a GeP Transaction, and complying with all Card Organization Rules applicable to you. Dynamic Currency Conversion as defined by Card Organization Rules is not permitted nor provided as part of the GeP Services.

5. Exclusivity

5.1 You will use us as your exclusive provider of all Services during the term of this Agreement.

6. Fees; Adjustments; Collection of Amounts Due

6.1 You will be charged, and agree to pay us, all fees set out on your Fee Schedule or elsewhere in this Agreement.

6.2 The fees specified on your Fee Schedule are based on the assumption that your transactions will qualify at the Anticipated Interchange and Program Pricing Levels associated with your account. If a transaction fails to qualify at the Anticipated Interchange Program Pricing Levels, you will be charged a Non-Qualified Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction.

6.3 If you accept a Card or transaction other than the type anticipated for your account, we will charge you our then-current transaction fee(s) for the Card and transaction and you will be responsible for the transaction to the same extent as you would be if it was of a Card type elected and approved.

If your fees are not paid through our automatic debiting process, and we are required to pursue collection efforts, you will reimburse us for our costs in an amount of not less than \$100.00.

6.4 The fees specified on your Fee Schedule are based on (a) estimated annual volume and average transaction size for all Services provided under this Agreement; and (b) your method of doing business. If the actual volume or average transaction size are not as expected or if you significantly alter your method of doing business, we may adjust our fees without prior notice to you. It is your responsibility to notify us of any such changes to your business.

6.5 We may adjust our fees to reflect new or increased fees, taxes or assessments imposed by any Card Organization or other Persons related to the Services. It is your responsibility to pay all such adjusted fees effective from the date specified in our notice to you.

6.6 Any Account Minimum Fee set out in your Application will be charged monthly (beginning in the calendar month after your Application is approved) for each location and will be calculated as the Account Minimum Fee set forth in your Application less the "Discount Fees" and "Other Payment Fees" that you incur for that month and location. The Account Minimum Fee shall never be less than zero.

6.7 An equipment rental fee will be charged each month for each piece of equipment rented from us, plus tax as applicable. You will also be charged for shipping and supplies.

6.8 An Authorization fee will be charged for each Authorization requested, whether the response is approved or declined. If you are being charged a combined fee for both Authorization and Capture we may charge this fee on the communication of all instructions that you transmit to us from your point of sale device or other systems to our computer systems, whether the communications are for Authorization requests or any other capture of information whether or not related to any individual transaction.

6.9 A fee will be charged for each Address Verification Service (AVS) request submitted, whether or not we are able to provide a response to the request.

6.10 Clients opting out of the TransArmor Solution will be charged a Compliance Fee. The Compliance Fee covers our costs for systems maintenance and upgrades, mandatory IRS reporting, as well as costs associated with our required tracking and reporting of your PCI compliance. We will provide a monthly vulnerability "scan," if required, of up to 5 IP addresses. Additional required scans are your responsibility. Payment of the Compliance Fee does not discharge your responsibility to maintain PCI DSS compliance at all times.

6.11 You will be charged a monthly Non-Receipt of PCI Validation fee unless, within 60 days from the date this Agreement is submitted with your signature and on an annual basis after that:

a) you obtain any quarterly or other periodic PCI-approved vulnerability scans that the Card Organization Rules require you to obtain (for example, if you accept Internet transactions);

b) you remediate vulnerabilities identified by your scans in ways that enable you to comply with the Card Organization Rules and applicable standards (including the PCI DSS); and

c) you confirm that you are following certain data security protocols by (i) completing an online self-assessment questionnaire, which we will make available to you, regarding your systems and payments acceptance practices (SAQ), or (ii) using PCI-approved methods, providing us with other written evidence of your PCI DSS compliance.

If you materially change the systems you use to accept payments and you wish to avoid paying the monthly Non-Receipt of PCI Validation fee, you will need to promptly complete a new SAQ or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance.

6.12 If you believe any adjustments should be made to your Settlement Account, you must notify us in writing within 60 days after any debit or credit is or should have been effected.

If you notify us after 60 days, you agree we have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters do not obligate us to continue such investigation or to conduct any future investigation.

6.13 If you fail to pay any amounts due within 30 days of the due date set out in our merchant statement or other communication with you, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of 12% APR or the maximum rate permitted by applicable law

7. Electronic Funding Authorization

7.1 All payments to you shall be made through the automated clearing house system (ACH) and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of your transactions pursuant to this Agreement. You agree that any Settlement Account designated by you will be an account primarily used for business purposes. We cannot guarantee the timeframe in which payment may be credited by your financial institution.

7.2 You agree to be bound by the operating rules of the ACH and you authorize us to (a) access information from the Settlement Account; (b) initiate credit and/or debit entries by wire or ACH transfer; (c) instruct your financial institution to (i) block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and (ii) provide such access and to credit and/or debit or to block the Settlement Account.

7.3 If we cannot process an ACH payment, we may (a) charge you the applicable fee set out in the Pricing Schedule; and (b) suspend all subsequent funding until a new electronic funding agreement is signed by you or you notify us that ACH payments can be processed.

7.4 Any funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services

(including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

8. Chargebacks, Fines and Penalties

8.1 Cardholders and Issuers are authorized by Card Organization Rules and by law to reverse and Chargeback transactions that you submit to us. Further details are set out in the Your Payments Acceptance Guide and in the Card Organization Rules.

8.2 You are obligated to reimburse us (and authorize us to debit your Settlement Account) for (a) all refunds, credits, Chargebacks and adjustments relating to transactions that you submit for processing; and (b) any fees, fines, assessments, obligations or other charges a Card Organization imposes on us in relation to your acts or omissions or the acts or omissions of your agents or those acting on your behalf.

8.3 Refunds, Credits, returns and Chargebacks for GeP Transactions shall be treated as independent transactions with a Transaction Rate as determined by the Card Organization.

9. Your Representations and Warranties

9.1 By submitting a transaction to us, you represent and warrant that the transaction:

- a) is genuine and arises from a genuine sale or service that you directly sold or provided as described on your Application. (The submission of Authorization requests and/or Card transaction by you for Card sales or cash advances transacted by another business is considered laundering or factoring and is prohibited);
- b) represents the correct amount of the goods or services purchased by the Cardholder from your business as identified on your Application;
- c) is not subject to any dispute, set-off or counterclaim;
- d) to your knowledge is not the result of fraud and has been authorized by the Cardholder
- e) does not violate the law of any applicable jurisdiction, including the jurisdiction where you are located, where the Cardholder is located, or where we are located
- f) except for any delayed delivery or advance deposit Card transactions expressly authorized under this Agreement, included your simultaneous delivery of the goods or services to the Cardholder; and

g) complies with this Agreement and Card Organization Rules.

9.2 You further represent and warrant, as of the date of this Agreement and at the time of submission of each transaction, that:

- a) you are validly existing, in good standing and free to enter into this Agreement;
- b) you have not changed the nature of your business or practices in a way not previously disclosed to us;
- c) each statement made on the Application or other information provided to us in support of this Agreement is true, accurate and complete and you have maintained and updated this information to keep it true, accurate, current and complete;
- d) you have not filed a bankruptcy petition not previously disclosed to us;
- e) you will not process any credit transactions that do not correspond to a previous transaction on the original sales draft;
- f) you will not at any time during the term of this Agreement or until all amounts have been paid in full under this Agreement, grant or pledge any security interest or lien of any type in any Reserve Account, Settlement Account or in any of the transaction proceeds to any Person without our consent; and
- g) where you provide FNS, SNAP or WIC Benefits (as described in the Your Payments Acceptance Guide), you are an FNS authorized merchant and are not disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS.

10. Limitations on Liability; Exclusion of Consequential Damages

10.1 THIS AGREEMENT IS A SERVICE AGREEMENT. USE OF THE SERVICES, SOFTWARE OR ANY EQUIPMENT (INCLUDING ANY SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY OR THROUGH A THIRD PARTY) IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE SERVICES, EQUIPMENT AND ANY SOFTWARE IS PROVIDED "AS IS" AND WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT SERVICES, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES, EQUIPMENT OR SOFTWARE ARE SECURE, FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

10.2 IN NO EVENT SHALL WE OR OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING SECTION 26):

a) OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED, (I) \$50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US UNDER THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS;

b) ANY LIABILITY THAT WE MAY HAVE TO YOU FOR ANY DELAY IN FUNDING TRANSACTIONS WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK, LESS ONE PERCENT (1%); AND

c) OUR LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY EQUIPMENT OR SOFTWARE SHALL NOT EXCEED THE PURCHASE PRICE OR PRIOR TWELVE MONTH'S RENT OR FEES, AS APPLICABLE, PAID TO US FOR THE PARTICULAR EQUIPMENT OR SOFTWARE INVOLVED.

11. Communications with Customers through the Services

11.1 You shall provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your customers through the Services.

11.2 If you are able to discern any information about a particular entity or individual from the information available through Insights or any other Service, either alone or with other information in your possession, you agree that the information may be subject to certain privacy, marketing,

insider trading, or other applicable laws and you shall limit your use and disclosure of that information in accordance with all applicable laws.

11.3 With respect to each customer who desires to receive marketing material, transaction receipts or other communications from you via text message or email, such customer must give the appropriate consent in writing; you are NOT permitted to add or modify a customer's consent indication on behalf of the Customer.

11.4 You (or your agents acting on your behalf) shall only send marketing materials or other communications to a customer's provided phone number, street address, and/or email address if the customer has specifically consented in writing executed by the customer.

11.5 If you offer any loyalty program to customers through the Services or otherwise, you are solely responsible for any and all offerings made available to customers in connection with your loyalty program (each, an Offer). The Offer and all of the related information, including branding (trademarks and logos) and images (collectively, the Content) are provided and determined by you. You are solely responsible for ensuring the accuracy of the Offer and Content.

11.6 By providing Content to us as part of our Services, you grant us the right and license to use, modify (e.g. for formatting and display purposes), publicly perform, publicly display, reproduce and distribute such Content on and through the Services, including any Software we make available to you. This license includes the right for us to make Content available to other users who may access and use your Content.

11.7 You are solely responsible for (a) fulfilling the terms of your Offers and determining the criteria for your customers to earn and redeem perks, rewards, stamps, credits or incentives (Rewards); and (b) honoring Rewards for eligible customers who earn those Rewards and you agree not to withdraw or terminate any Offer after it has been made publicly available to your customers without offering a reasonable alternative method for customers to redeem any Rewards related to the Offer.

11.8 You are solely liable for, and we shall have no liability in relation to, any costs or expenses (including refunds) associated with your Offers or Rewards or your failure to issue, accept, fulfill or redeem any Rewards

12. Confidentiality

12.1 You shall safeguard all confidential information we supply or otherwise make accessible to you (including the terms of this Agreement) using a reasonable degree of care. You shall only use our confidential information for the

purposes of this Agreement and shall not disclose our confidential information to any person, except as we may agree in advance and in writing. We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. If a Public Records request is made for our confidential information, you will provide us 10 days' prior notice of your intent to disclose the records so that we may seek a protective order or take other court action. If no such action is filed, you may disclose the records. At our request you shall return to us or destroy all of our confidential information in your possession or control.

12.2 You agree that breach of the restrictions on use or disclosure of our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

12.3 You may submit comments or ideas about our Services, including about how to improve our Services. By submitting any idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) we are free to use and disclose any idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any idea.

13. Use of Data

13.1 You agree we may use Transaction Data for the purpose of providing additional products and services to you, other merchants, or third parties. This includes using Cardholder information, dates, transaction details, and other Transaction Data to provide you with analytics products and services as well as collecting using Transaction Data aggregated with other merchants' transaction data to provide you, other merchants, third parties with analytic products and services.

13.2 In the course of providing Services, we may collect information relating to activities on your network, including network configuration, TCP/ IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use this information or aggregations of this information, in addition to the Transaction Data described above, for any reasonable purpose.

13.3 You agree that we may obtain relevant information from any applicable telecommunications provider you utilize, as necessary to investigate any allegation of fraud, suspected

fraud or other actual or alleged wrongful act by you in connection with the Services.

14. Intellectual Property Rights

14.1 All right, title, and interest in and to all confidential information and intellectual property related to the Services (including the Marks, all Software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by us prior to, during the term of, or after this Agreement, or employed by us in connection with the Services, shall be and remain, as among the Parties, our or our affiliates', our vendors' or our licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Services, Equipment and Software not expressly granted by us in this Agreement are deemed withheld.

You may not use our Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

14.2 You may not, nor may you permit any third party to do any of the following: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Service, Software or Equipment (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Service, Software or Equipment (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), Software or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service or any Software (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service or Software (or any part) except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service, Software or documentation (or any part) or the Marks.

14.3 If we provide you with copies of or access to any Software or documentation, unless otherwise expressly stated in writing, that Software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the applicable Service and solely for you to access and use the Software and documentation to receive the relevant Services for its intended purpose on systems owned or licensed by you. Software can only be used with certain computer operating systems and it is your responsibility to ensure that you have the appropriate hardware and software to use the Software.

14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service or any Software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Service in the event of a challenge by you.

14.5 If you are acquiring any Services on behalf of any part of the United States Government (Government): (a) any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement.

15. Assignment

15.1 Any transfer or assignment of this Agreement by you, without our prior written consent (such consent not to be unreasonably withheld by us), by operation of law or otherwise, is voidable by us and, in such event we may: (a) suspend Services at any time and without notice, (b) hold you and your guarantors liable for all obligations incurred by such purchaser or transferee, and (c) offset funding and obligations incurred on your accounts without regard to whether such funding or obligations relate to activities of you or of such purchaser or transferee.

15.2 If you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to: (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee; (b) terminate this Agreement immediately; or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of \$100 per transfer.

15.3 Processor may not assign or transfer this Agreement to any other Person without your prior written consent (such consent not to be unreasonably withheld by you). Subject to Card Organization Rules, Bank may assign or transfer this Agreement and its rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent. In addition, another Visa and Mastercard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and Mastercard transactions. Upon such substitution, such other Visa and Mastercard member shall be responsible for all

obligations required of Bank, including full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

15.4 If this Agreement is assigned with our permission or by operation of law, the restriction against assignment shall continue to apply to the assignee, who will not be authorized to further assign this Agreement except as described in this Section.

16. Terms; Events of Default

16.1 This Agreement becomes effective only when approved by our Credit Department. We reserve the right to immediately suspend or terminate your account and this Agreement if you fail to meet our credit policies even if your account has been activated to submit transactions prior to your approval by our Credit Department.

16.2 The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). After the Initial Term, subject to Section 16.3, this Agreement shall automatically extend for additional period of one year each (each an Extended Term).

16.3 A party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Should you fail to notify us in writing that you wish to terminate this Agreement under this Section

16.3 you agree that you will continue to be charged certain fees pursuant to this Agreement even if you are not using your account. If you have an equipment lease, termination of this Agreement does not terminate that equipment lease.

16.4 We may terminate this Agreement or suspend any or all of the Services immediately and without notice in the following circumstances (each, a Default):

- a) a material adverse change in your business, financial condition, or business prospects;
- b) any assignment or transfer of voting control of you or your parent or sale of all or a substantial portion of your assets;
- c) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us;

d) you breach any of your representations, warranties or covenants in this Agreement or you default in any material respect in the performance or observance of this Agreement or in any agreement with any of our respective Affiliates, including the establishment or maintenance of funds in a Reserve Account or any failure to notify us of any change to the information in your merchant profile;

e) your actions come under investigation by any Card Organization resulting in the Card Organization directing us to terminate or suspend our Services or Agreement with you; or

f) you violate any applicable law or Card Organization Rule or we reasonably believe that termination of this Agreement or suspension of Services is necessary to comply with any law, including the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

16.5 We may suspend or terminate this Agreement or our provision of one or more Services to you without penalty if: (a) the Service is generally discontinued; (b) our arrangement with the Card Organization or third party vendor in relation to the Service expires or terminates; (c) we are directed to end the service to you by any Card Organization; (d) we are prevented from providing the Service by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority; or (e) we are for any other reason no longer able to provide the Service.

16.6 We may also suspend Services to: (a) prevent damages to, or degradation of, our or a third party vendor or network's network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a third party vendor from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending any Services in these circumstances. If not commercially reasonable to give prior notice, we shall give notice to you as soon as commercially practicable thereafter. Availability of Services may vary due to events beyond the control of us or our third party vendors. In the event of a suspension of a Service under this Section, we or the applicable third party vendor shall promptly restore the Services after the event giving rise to the suspension has been resolved.

16.7 Subject to Section 16.8, you can terminate this Agreement if we notify you of an increase to your fees or add new fees and you notify us that you are terminating this Agreement within 30 days of our notice. If you do not notify us in the required period, you are deemed to have accepted the fee changes.

16.8 Your right to terminate under Section 16.7 does not apply to increases in rates or any other charges or new fees imposed on us by third parties (including the Card Organizations) which we pass on to you in accordance with Section 6.5 or where we adjust your fees in accordance with Section 6.4. Any termination in these circumstances shall be considered a breach of this Agreement

16.9 The expiration or termination of this Agreement shall not affect the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive, including Sections 8, 10, 12, 14, 17, 19, 26 and 27. After expiration or termination of this Agreement or your subscription to a particular Service for any reason: (a) your right and license to access and use the Software and documentation associated with the Service shall immediately cease and, within five (5) days after such event, you shall either return to us or destroy all Software and documentation provided to you by us and shall so certify to us in writing; and (b) you shall continue to bear total responsibility for all transactions you have submitted to us and all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, credits and adjustments resulting from Card transactions processed pursuant to this Agreement, and all other amounts then due or which may become due under this Agreement. On termination due to a Default, all amounts owing to us shall be immediately due and payable.

16.10 If you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting record supporting any adjustments that you may claim.

16.11 The Card Organizations maintain merchant lists such as the Member Alert To Control High-risk (Merchants) (MATCH) who have had their merchant agreements or card acceptance rights terminated for cause. If this Agreement is terminated for cause, you

(a) agree that we may report your business name and the names and other information regarding your principals to the Card Organizations for inclusion on such list(s); and (b) waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

17. Reserve

17.1 You agree that in addition to any other rights we have under this Agreement, we may establish a Reserve consisting of cash or other assets that we will hold to satisfy your obligations or potential obligations under this Agreement or any other agreement with us or our Affiliates.

17.2 The amount of the Reserve shall be set by us in our sole discretion based upon your processing history and the potential risk of loss to us, as we may determine.

17.3 The Reserve shall be fully funded upon three days' notice to you or immediately in instances of suspected fraud or a Default.

17.4 The Reserve may be funded by all or any combination of: (a) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in your name or in the name of any of your principals, or any of your guarantors, or if any of same are authorized signers on such account; (b) any payments otherwise due to you from us or our Affiliates; or (c) any other collateral that you agree to provide and we agree to accept in our mutual discretion.

17.5 If this Agreement is terminated by any party, an immediate Reserve may be established without notice in the manner provided above. In these circumstances, the Reserve will be held by us for 10 months after termination of this Agreement or for such longer period of time as is consistent with resolution of all liability from your Card acceptance including Chargebacks, fines, fees or obligations of any other kind.

17.6 Any funds we hold in Reserve represent general payment obligations to you which do not become due until all potential contingent liabilities arising from your Card transactions have expired or lapsed. We may set-off any obligations that you owe to us before returning the balance of the Reserve. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in the Reserve, and we shall be entitled to accrued interest in such funds.

17.6 If any funds we hold in Reserve are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in Reserve have been released, you agree to promptly pay us such sums upon request.

18. Account Information

18.1 You are solely responsible for: (a) ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the

Services, including any menus loaded onto a Device; (b) verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device; and (c) immediately notifying us should any information you have provided to us become inaccurate or misleading. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

18.2 Upon request, you will provide us and our Affiliates quarterly financial statements within 45 days of the end of each fiscal quarter and annual audited financial statements within 90 days of the end of each fiscal year. Any financial statements provided must be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

18.3 You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to us for any other reason.

18.4 Upon request, you shall provide to us and our Affiliates or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your facilities and records for the purpose of performing any inspection (including of Equipment) and copying of books and records deemed appropriate. You shall pay the costs incurred by us or our Affiliates for such inspection, including costs incurred for airfare and hotel accommodation.

18.5 You authorize us to share information provided by you in your Application or otherwise with other relevant organizations, including those involved in the provision of the Services.

19. Audit Rights

19.1 Upon notice to you, we may audit your usage, records and security, your customer's payment processing information, and the Services to ensure that (a) you are using the Services in full compliance with this Agreement; (b) all applicable fees have been paid; and; (c) you are in full compliance with all applicable laws, regulations and rules (including Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

19.2 You shall cooperate fully with any investigation or audit we or any Card Organization may undertake in relation to data security and you authorize us to share the details of any

questionnaire or compliance report with the Card Organizations

20. Software Updates and Maintenance

20.1 We may perform maintenance on Software or Services which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Software or Services and obtain information needed to identify and fix any errors.

20.2 We may, at our discretion, release enhancements, improvements or other updates to any Software. If we notify you of any such update, you shall integrate and install such update into your systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install any updates in a timely fashion may impair the functionality of the Software or Services. We shall have no liability for your failure to properly install the most current version of any Software or any update, and we shall have no obligation to provide support or services for any outdated versions.

20.3 You acknowledge and understand that certain Software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify us for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

20.4 We and our Wireless Vendor(s) reserve the right to make changes in the configuration of Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving you at the particular address.

20.5 The default version and functionality of Clover software applications that are accessible at the time you acquire a Clover Device may vary.

21. Accessing Services via wireless services, the Internet or third parties

21.1 You may access certain of our Services through a Device using a wired (ethernet) or wireless (WiFi or cellular) connection to the internet. You are solely responsible for the payment of any fees that may be imposed by your internet/data provider. Your use of any Services accessed wirelessly or through the internet is subject to: (a) the terms of any agreements you have with your internet/data

provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

21.2 You agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (a) any termination, suspension, delay or disruption of service (including billing for a service) by the internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of any of the Services, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (c) your failed attempts to access any Services or to complete transactions via any of the Services; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

21.3 We may alter which Devices and browsers are approved as compatible with particular Services in our discretion.

21.4 If a Service relies on online connectivity to provide up-to-date data, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

22. Service Integration

22.1 Unless otherwise agreed in writing, you have the sole responsibility to select and employ any competent programming agent(s) to accomplish any programming required to make your systems function correctly with our platforms (Integration). You shall be responsible for all technical support for your systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete any Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration.

22.2 You acknowledge that unless and until you complete any Integration, no Services which require such Integration shall need be provided by us to you pursuant to this Agreement.

22.3 Upon your request to us, and upon payment of any applicable fees, we may provide you with set-up services to assist with any Integration.

23. Security

23.1 You are solely responsible for establishing and maintaining Card Organization Rule compliant security policies and procedures to prevent unauthorized access to and use of Cardholder Information or any other data, including by implementing: (a) all steps required to comply

with the PCI DSS, including ensuring all third parties and software use by you in connection with your payment processing are compliant with PCI DSS; (b) appropriate controls to limit access to, and render unreadable prior to discarding, all Cardholder Information and other data; (c) firewalls, passwords and other appropriate security features to protect against unauthorized access to your terminals, systems, the Services and any Software by your employees, contractors, customers, or by any other person (including instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions); and (d) any other reasonable protective techniques suggested by us. You are required to provide information to us regarding your PCI-DSS compliance when requested, including but not limited to an annual questionnaire that we will make available to you.

23.2 If you become aware of any loss, theft or unauthorized use of any data and/or any suspected breach of your systems or any suspicious transactions or fraudulent activity or if any other Data Security Event occurs, you shall (a) immediately notify us (and, as required under the Card Organization Rules, each Card Organization); (b) cooperate fully with any investigation into such matter by us or any Card Organization; (c) investigate the matter and perform all remedial actions reasonably specified by us; (d) not, without our prior written consent, take any action, or fail to take any action, which prejudices our rights under this Agreement; (e) not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent. If you do so, it will be at your own expense; and (f) grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile (and you agree and authorize payment for the additional scan). We reserve the right to deny you access to the Services, in whole or in part, if we believe that any loss, theft or unauthorized use of any data or access information has occurred.

23.3 You are responsible for all electronic communications sent to us or to any third party. When we receive communications from you we will assume you sent it to us.

23.4 You will not obtain ownership rights in any Cardholder Information. You must not use, disclose, store, sell or disseminate any Cardholder Information except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transaction.

24. Supply of Equipment

24.1 We will sell to you, and you will buy from us Equipment identified in Equipment Documents as being sold to you (individually and collectively, the Purchased Equipment). We

will rent to you and you agree to accept and rent from us Equipment identified in Equipment Documents as being rented to you (individually and collectively, the Rental Equipment).

24.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

24.3 Warranties, if any, for the Equipment or any related Software will be contained within the packaging and originate from the applicable third party provider or manufacturer (Vendor) not us.

24.4 YOU ACKNOWLEDGE THAT ANY EQUIPMENT AND/OR SOFTWARE YOU PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IF YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER ON TERMINATION OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

24.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

24.6 We will deliver the Equipment to the site you designate. You are deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; (b) delivery to you if your site is not prepared and ready for installation; or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period for each piece of Rental Equipment starts on the date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

24.7 You will prepare the installation site(s) for the Equipment, including the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. Any alterations required for installation of Equipment will be done at your expense.

24.8 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall not use the Equipment, or permit the Equipment to

be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

24.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.

24.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.

24.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.

24.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.

24.13 Rented Equipment may not be subleased at any time and you must keep all Equipment free of any claims, liens and legal processes initiated by creditors.

24.14 Promptly upon termination of all applicable rental periods or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear. For each item of Rental Equipment not so returned 14 calendar days after (a) termination of the applicable rental period, or (b) any action by us following a Default, you agree to pay us the greater of \$250 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us.

24.15 Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

24.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.

24.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all Rental Equipment

and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

24.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion (Wireless Equipment).

24.19 You agree to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission (FCC) or any other regulatory authority, if any, for the lawful operation of any Wireless Equipment used by you. You shall promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

25. Compliance with Laws

25.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Software, Equipment and each Service and provision and use of any Cardholder Information, customer information and other point of sale data in connection with the Services. You shall not use the Services for illegal purposes.

25.2 You are solely responsible for obtaining all required permits and monitoring legal developments applicable to the Services and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

25.3 NOTWITHSTANDING THE CAPABILITY OF CERTAIN SERVICES TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (a) YOUR USE OF ANY CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE SERVICES MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (b) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND

(c) YOU WILL AT ALL TIMES STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

26. Responsibilities

26.1 You agree to be fully responsible for and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from:

(a) any breach or misrepresentation by you under this Agreement; (b) your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) your use of the Services, including any Software or Equipment provided under this Agreement; (d) any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer); (e) your use of any Cardholder Information or other customer information obtained in connection with your use of the Services; (f) the content or delivery of any marketing messages that you send or cause to be sent to any customer; or (g) any other persons authorized or unauthorized access and/or use of any Service, Software or Equipment, whether or not using your unique username, password, or other security features.

26.2 Subject to the limitations set forth in Section 10.3, we agree to agree to be fully responsible for and hold you harmless from and against all losses, liabilities, damages and expenses directly resulting from any breach or misrepresentation by us under this Agreement or directly arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this obligation shall only apply to Bank in relation to the services provided by it hereunder.

27. Dispute Resolution

The parties agree to resolve disputes in accordance with this section.

27.1 Informal Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement (the "Dispute"), either party ("Notice Party") may provide written notice to the other party ("Receiving Party") in an attempt to informally resolve the Dispute, including a description of the issues ("Initial Notice"). If the parties' authorized representatives do not resolve the Dispute within ten (10) business days of delivery of the Initial Notice, then each party shall immediately refer the Dispute to an executive at the Vice President level. No proceedings for the resolution of such Dispute may begin until it has been elevated to the Vice President level, and the Vice President concludes, after a good faith effort to resolve the Dispute, that resolution through continued discussion is unlikely.

27.2 Litigation. Any Dispute not resolved within sixty (60) calendar days after a good faith effort to resolve the Dispute informally pursuant to Section 27.1 may be submitted to litigation. The parties agree that any litigation involving any Claim, regardless of whether the Claim is in contract, tort (including negligence), or otherwise or is legal or equitable in nature, that arises out of this Agreement that relates to the Services or the subject matter of this Agreement be brought exclusively in any appropriate state or federal court located in the State in which you are located.

27.4 Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

27.5 Nothing in this Agreement will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

28. Notices

28.1 All notices and other communications required or permitted under this Agreement (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing and sent:

a) if to you, to your email address or postal address appearing on the Application;

b) if to Processor, to its address appearing on the confirmation page, with a copy to Attention: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065; and

c) if to Bank, to the address appearing on the confirmation page.

28.2 Notices shall be effective when actually received or, if sent by courier, when delivered. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under this Agreement.

28.3 You must give us 30 days prior notice of any change to your address. Failure to provide us with a valid address may result in the termination of this Agreement.

28.4 Notwithstanding the above, all bankruptcy, credit reporting or collection related notices must be sent to the following address: Merchant Services Department, P.O. Box 675799 Marietta, GA 30006 Attn: Bankruptcy and Collection Notifications.

28.5 All notices must include your name(s) and merchant number(s).

29. Communications

29.1 You agree that we, our affiliates and our third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

29.2 You consent to receiving commercial electronic messages, including email messages, SMS and text messages, and telephone calls, from us, our Affiliates, and our third party subcontractors and/or agents.

30. Whole Agreement; Waiver; Severability

30.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings.

30.2 A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

30.3 Except with respect to Section 27, the parties intend every provision of this Agreement to be severable, and, if any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

31. Amendment

31.1 We may modify this Agreement (including changing the fees or adding new fees) by 20 days written notice to you. Subject to Section 31.2, you may choose not to accept the change by terminating this Agreement by written notice within 30 days of our notice.

31.2 Notwithstanding Section 31.1, we may at any time modify this Agreement in accordance with Section 6.5 or to reflect changes in applicable law, the Card Organization Rules or security procedures and your right of termination shall not arise in such circumstances.

32. Third Party Beneficiaries

32.1 Our Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as if they are a party to it. The rights of the parties to rescind or agree to any variations, waiver or settlement under this Agreement are not subject to the consent of any Person.

32.2 Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights or remedies under this Agreement.

33. 6050W of the Internal Revenue Code

33.1 Under Section 6050W of the Internal Revenue Code, you will receive a Form 1099-K reporting the gross dollar amount of card transactions processed through your merchant account with us in each year.

33.2 Amounts reportable under Section 6050W are subject to backup withholding requirements. We will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide your taxpayer identification number (TIN) to us, or (b) if the IRS notifies us that the TIN (when matched with the name) provided by you is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

34. Export Compliance

34.1 You agree not to export or re-export any Software or Equipment or any underlying information except in full compliance with all applicable laws and regulations.

34.2 None of the Software or Equipment or any underlying information may be down-loaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations.

34.3 If you have rightfully obtained Software or Equipment or any underlying information outside of the United States, you agree not to re-export the same except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained it. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

35. No Investment Advice

35.1 We do not provide any business, investment or financial advice and are not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities.

35.2 We expressly state, and you hereby acknowledge, that any information services are provided solely for informational purposes and are not to be used as a

substitute for independent financial investment advice nor are they intended to be relied upon by any person or entity, including you or your customers for the purposes of investment or other financial decisions.

36. Interpretation; Definitions

36.1 The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement. References in this Agreement to include, including, or in particular shall not be given a restrictive meaning and shall be interpreted without limitation. Reference to any legislation is to such legislation as amended or supplemented in the future.

36.2 Certain terms used in this Agreement are defined below:

Affiliate: a Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

Anticipated Interchange and Program Pricing Level: your initial anticipated Card Organization interchange and program pricing rates.

Application: the application for Services executed by you.

Authorization: approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only that the Issuer has confirmed there is sufficient availability of funds on the Cardholder's account at the time the Authorization is requested.

Authorization and Capture: the communication of instructions from your POS or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

Card: See either Credit Card or Debit Card.

Cardholder: the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as a Card Member by American Express.

Cardholder Information: the data contained on a Card, or otherwise provided to you, that is required by the Card Organization or us in order to process, approve and/or settle a Card transaction, including the names, addresses and Card account numbers of Cardholders.

Card Organization: any entity formed to administer and promote Cards, including Mastercard Worldwide (Mastercard), Visa U.S.A., Inc. (Visa), DFS Services LLC (Discover Network), PayPal, Inc. (PayPal), American Express Travel Related Services Company, Inc. (American Express) and any applicable debit networks.

Card Organization Rules: the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Chargeback: a Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks.

Clover: Clover Network, Inc.

Clover Service: the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation and derivative works released by us.

Credit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network, PayPal or American Express (or any other Card Organization specified by us in writing) and authorizing the Cardholder to buy goods or services on credit.

Credit Limit: the credit line set by the Issuer for the Cardholder's Credit Card account.

Data Security Event: any actual or suspected unauthorized or fraudulent access to (or use, disclosure, or alteration of) Transaction Data (including but not limited to Cardholder Information) whether consisting of a single event, a continuous course of events, or a series of related events.

Debit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network or American Express or any debit network that is used to access funds in a Cardholder's bank account or a prepaid account.

Device: a tablet, smartphone, or other mobile or fixed form factor identified by us as compatible with and capable of accessing and/or supporting a particular Service.

Discount Rate: a percentage rate or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit transactions, as set forth in the Application.

Dispute: any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship,

and arising at any time during, before, or after that relationship.

EMV Upgrade Costs: the costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Cards in a manner compliant with the PCI DSS.

Equipment: equipment rented to or purchased by you under this Agreement and any Equipment Documents.

Equipment Documents: documents setting out additional terms on which Equipment is rented to or purchased by you under this Agreement.

General Terms: these general terms and conditions on which the Services are provided, including any amendments or modifications.

Foreign Currency: a currency other than the Local Currency and supported by us for a particular service.

GeP Transaction: a card not present transaction between you and a Cardholder using a card type approved by us, in which you present the price for the product or service in a Foreign Currency in a card not present environment and the Cardholder authorizes (a) the price in a Foreign Currency to be submitted to a Card Organization for settlement, and (b) that the Cardholder's account will be charged for the price in the Foreign Currency.

GeP Service: the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by us and/or a GeP Service Provider to authorize, process, and settle GeP Transactions.

Issuer: the financial institution or Card Organization that has issued a Card to a Person.

Local Currency: the currency associated with your place of domicile and approved by us.

Marks: names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Merchant Account: shall mean an account set up for a merchant that requires a card processor, bank, merchant ID, terminal ID, merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

Merchant Account Number: a number that numerically identifies each merchant location, outlet, or line of business to us for accounting and billing purposes.

MID: merchant identification number.

Mitigation Service: a service provided to a Cardholder whose information is the subject of a Data Security Event, where the primary purpose of the service is to mitigate the effects of the Data Security Event, including identity theft education and assistance and credit monitoring.

Non-PIN Debit: a transaction using a Debit Card that is processed without the use of a PIN.

Non-Qualified Fee: the difference between the interchange or program pricing associated with the Anticipated Interchange and Program Pricing Level and the interchange or program pricing associated with the more costly interchange or program pricing level at which the transaction actually processed.

Non-Qualified Surcharge: a surcharge applied to any transaction that fails to qualify for the Anticipated Interchange and Program Pricing Level and is therefore downgraded to a more costly interchange or program pricing level. The Non-Qualified Surcharge (the amount of which is set out on the Fee Schedule) is in addition to the Non-Qualified Fee, which is also your responsibility.

PCI: Payment Card Industry.

PCI DSS: Payment Card Industry Data Security Standard, as amended from time to time.

Person: an individual, corporation, partnership, sole proprietorship, trust, association or any other legally recognized entity or organization, other than you or us.

PIN: a Personal Identification Number entered by the Cardholder to submit a PIN Debit transaction.

PIN Debit: a transaction using a Debit Card where a Cardholder enters a PIN via a PIN Pad.

Reserve: funds that are otherwise payable to you which we hold to secure your obligations under this Agreement, pursuant to Section 17 of this Agreement. The Reserve may also refer to other collateral that you may provide to us to secure such obligations. References to "Reserve Account" shall refer to our records and accounting of such funds or other collateral.

Security Event Expenses: means: (a) any obligation that you have to us arising from a Data Security Event, including EMV Upgrade Costs; (b) the cost of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI to determine the cause and extent of a Data Security Event; and (c) any reasonable fees or expenses incurred by us, or by you with our prior written consent, for any Mitigation Service specifically approved by

us in writing but only if the Mitigation Service is provided within one (1) year after discovery of the relevant Data Security Event.

Servicers: Bank and Processor collectively. The words "we," "us" and "our" refer to Servicers, unless otherwise indicated.

Services: the activities undertaken by us to authorize, process and settle Card transactions undertaken by Cardholders at your location(s), and all other services provided by us under this Agreement.

Settlement Account: an account or account(s) at a financial institution designated by you as the account to be debited and credited by us for Card transactions, fees, Chargebacks and other amounts due under this Agreement or in connection with this Agreement.

Software: all software, computer programs, related documentation, technology, know-how and processes embodied in the Equipment i.e. firmware or otherwise provided to you under this Agreement. For the avoidance of doubt, the term Software shall not include any third party software available as part of a Third Party Service or which may be obtained by you separately from the Services (e.g. any applications downloaded by you through an application marketplace).

Third Party Services: services, products, promotions or applications provided by someone other than us.

Transaction Data: data collected as part of performing Services for you.

Transaction Rate: the then-current Foreign Currency exchange rate used by the Card Organizations or their designee to convert the net funding amount into the Local Currency.

Wireless Networks: certain cellular telephone and data networks to which we have access through Wireless Vendors

Wireless Services: wireless data communication services that use radio base stations and switching offered by Wireless Networks in order to allow you to capture and transmit to us certain wireless Card Authorization transactions or to transmit other communications to our system.

Wireless Software: wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from our systems onto the Wireless Equipment.

Wireless Vendors: one or more third party vendors selected by us in our sole discretion through whom we have acquired the right to resell Wireless Services.

You, Your: the merchant signing this Agreement.

Your Payments Acceptance Guide: the information prepared by us, containing operational procedures, instructions and other rules and requirements relating to Card transactions.