

Kris Foster Short Bio

We moved to Pryor in July of 1990 when I took a job as QC Lab Supervisor at what is now known as Cabot Norit Americas Inc., the activated carbon plant in the MAIP Industrial Park. I currently am the Quality Assurance Manager for the plant with supervisory responsibility for two separate laboratories and production planning. I graduated from William Jewell College in Liberty, Missouri with bachelor's degrees in both Chemistry and Biology. I am married and have four grown children who have provided us with 8 grandchildren.

ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 6, TABLE 6-1 USE REGULATIONS BY THE ADDITION OF LOW-IMPACT INDUSTRIAL USES AS A PERMISSIBLE USE BY WAY OF A SPECIAL EXCEPTION IN COMMERCIAL RESTRICTED (CR), COMMERCIAL AUTOMOTIVE AND RECREATION (CAR) AND COMMERCIAL GENERAL (CG) DISTRICTS.

WHEREAS, THE CITY COUNCIL FINDS IT IN THE BEST INTEREST OF THE PUBLIC TO PROVIDE FLEXIBILITY IN ZONING TO ACCOMMODATE THE NEEDS OF THE PUBLIC AND FOR THE ADVANCEMENT OF THE ECONOMIC INTERESTS OF THE CITIZENS TO PROVIDE THAT LOW-IMPACT INDUSTRIAL USES OF PROPERTY BE ALLOWED BY WAY OF A SPECIAL EXCEPTION AT THE DISCRETION OF THE BOARD OF ADJUSTMENT UNDER SUCH CONDITIONS AS THEY DEEM APPROPRIATE UNDER THE CIRCUMSTANCES IN COMMERCIAL RESTRICTED (CR), COMMERCIAL AUTOMOTIVE AND RECREATION (CAR) AND COMMERCIAL GENERAL (CG) DISTRICTS.

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 “Industrial, Low-impact” 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
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Use	Zoning Districts													Supplemental Regulations (Code Section)

RS	RD	RT	RM	RMH	CO	CC	CR	CAR	CG	IL	IH	AG
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Industrial:														
Low-impact	-	-	-	-	-	-	-	<u>S</u>	<u>S</u>	<u>S</u>	P	P	-	10-7-5

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All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.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

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, FEBRUARY 16TH, 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 Mayor Lees. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Jon Ketcher, Choya Shropshire, Dennis Nance, Steve Smith, Randy Chitwood, Jimmy Tramel and Yolanda Thompson. Members absent: Briana Brakefield.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Police Chief Dennis Nichols, Assistant Police Chief James Willyard, Fire Chief BK Young, Park Superintendent Frank Powell, Golf Superintendent Dennis Bowman, Building Inspector Kenneth Young, Recreation Center Director Jessica Long.

Others present: Police Captain Kevin Tramel, Police Officer Dustin VanHorn, Animal Control Officer Becki Sams-Benham, Park Board Chairman Bill Kannegiesser, Chris Gonthier and Terry Aylward.

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 had no report.

b. Emergency Management

Mayor reported that the hospital had a sprinkler line break this morning and flooded a portion of the facility.

c. Fire

Young reported that they have been chasing leaks and dealing with falls. He stressed that people stay home if at all possible.

d. Golf

Bowman had no report.

e. Library

Rerat provided her report via email.

f. Parks / Cemetery

Powell reported they have been working on maintenance and organizing.

g. Police

Nichols reported that they have applied for a 911 grant from the State, which is an 80/20 grant. He also reported that Sunday the heater went out in the animal shelter.

h. Recreation Center

Long reported that they have been able to stay open through the storms, but they are dealing with several leaks.

i. Street

No report. Mayor recognized the Street Department for all their hard work during the winter storms.

4. MAYOR'S REPORT:

a. CARES Reimbursement Account Report with discussion.

Mayor reported on the CARES Act funding in detail and provided some financial reports showing what has been spent and what is still available to spend.

b. Discussion and possible action regarding confirming the Mayor’s appointment of Mr. Kris Foster to Seat 2 of the City of Pryor Creek, “Planning and Zoning Board of Adjustment / Multi-Hazard Mitigation Committee.” This is a 3-year term to expire on August 31st, 2023.

Mayor stated that due to the weather this is being postponed until March 2nd, 2021, so that Mr. Foster can be in attendance.

c. Discussion and possible action to employ Planning Design Group for the purpose of creating design plans for downtown corridor development. The anticipated cost to the City is \$39,500.00 and is recommended to be paid from the Main Street Bond fund Planning and Design Account #68-685-5075. This action is a recommendation from the Economic Development Trust Authority.

Motion was made by Shropshire, second by Nance to approve employing Planning Design Group for the purpose of creating design plans for downtown corridor development. The anticipated cost to the City is \$39,500.00 and is recommended to be paid from the Main Street Bond fund Planning and Design Account #68-685-5075. This action is a recommendation from the Economic Development Trust Authority.

Planning Design Group representative Katy O’Meilia joined via Zoom to provide a visual presentation on the type of work they do. She then answered all of the Councilors’ questions.

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

d. Mid-year Benefit Review presented by Brown & Brown Insurance representative Jennifer Brittain. This item is being postponed until March 2nd, 2021, due to weather conditions.

5. CITY ATTORNEY’S REPORT:

a. First reading of an ordinance amending Pryor Creek City Code Section 10-6-1, Table 6-1 providing for the use of property by way of a “Special Exception” for “Low-Impact Manufacturing and Industry” in Commercial Automotive and Recreation (CAR), Commercial General (CG) and Commercial Restricted (CR) Districts.

Motion was made by Chitwood, second by Ketcher to waive the first reading. No vote was taken.

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 February 2nd, 2021 Council meeting.
- b. Approve payroll purchase orders through February 19th, 2021.
- c. Approve claims for purchase orders through February 16th, 2021.

FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL	2020201955 - 2020201987	178,590.37
STREET & DRAINAGE	2020201887 - 2020201880	4,612.01
GOLF COURSE	2020201929 - 2020201930	7,634.28
CAPITAL OUTLAY	2020201472 - 2020201977	54,334.36
REAL PROPERTY ACQUIS.	2020201885	146.95
RECREATION CENTER	2020201922 - 2020201918	17,187.31
	TOTAL	262,505.28
BLANKETS		
911226B	O'REILLY AUTOMOTIVE INC.	2,000.00
	TOTAL	2,000.00

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
- e. Approve November 2020 Appropriation Requests.
- f. Discussion and possible action authorizing the Cherokee Nation to use the Graham Community Building and waive rental fee and deposit on June 5th, 2021 for their General Election and, if necessary, July 24th, 2021 for a run-off election.
- g. Discussion and possible action regarding use of Whitaker Park by the Mayes County Amateur Radio Club on Saturday, June 26th, 2021 through Sunday, June 27th, 2021 for their annual Field Day event.
- h. Discussion and possible action regarding accepting the resignation of Alyissa Harry from Pryor Creek Police Dispatch, effective January 31st, 2021.
- i. Discussion and possible action regarding reimbursement approval to Municipal Utility Board in the amount of \$35,531.48 for paid sick leave during July – December 2020. This action is consistent with the provisions of the Families First Coronavirus Response Act (FFCRA). The reimbursement is proposed to be expended from COVID Reimbursement 2020 Account #02-201-5401.
- j. Discussion and possible action authorizing Mayor to sign the Emergency Management Performance Grant 2021 Request for Reimbursement Form for Quarter 1.
- k. Discussion and possible action regarding an expenditure in the amount of \$9,975.00 to S&J Plumbing for 100-gallon water heater for the Pryor Creek Recreation Center from Recreation

Center Repair & Maintenance Account #84-845-5091 and declaring an emergency. Other quote received: Joel's Plumbing and Drain in the amount of \$10,300.00.

- l. Discussion and possible action regarding payment of three invoices totaling \$3,421.04 to Farm Plan (P&K Equipment) for repairs of a 1570 John Deere tractor from Cemetery Repair & Maintenance Account #02-223-5091.
- m. Discussion and possible action regarding accepting bid from Professional Turf Products, L.P. for a Toro Greens Aerator in the amount of \$35,698.00 as in the best interest of the city from bids received for the Pryor Creek Golf Course from Golf Course - Golf Capital Outlay Account #41-415-5411, as recommended by the Park Board and Budget Committee. Other bid received: P&K Equipment in the amount of \$20,000.00.
- n. Discussion and possible action regarding accepting bid from P&K Equipment for a John Deere Deep Tine Aerator demonstrator model in the amount of \$35,100.00 as in the best interest of the city from bids received for the Pryor Creek Golf Course from Capital Outlay - Golf Capital Outlay Account #44-445-5447, as recommended by the Park Board and Budget Committee. Other bids received: Pro Turf in the amount of \$27,592.18; KGT in the amount of \$10,210.00.
- o. Discussion and possible action authorizing Mayor to sign Land Use Agreement with Mayes County Youth Football for use of the land just South of the soccer complex on Gaither Road.
- p. Discussion and possible action authorizing Mayor to sign the 2021 Coalition Involvement Agreement between Mayes County HOPE Coalition and School Resource Officer Johnnie Jenkins. This partnership is funded by the Drug Free Communities grant awarded to the HOPE Coalition for the HOPE4YOUTH program.
- q. Discussion and possible action regarding an expenditure in the amount of \$2,883.16 (\$641.94 each plus balance, mount and dismount) to Wade's Wrecker Service as in the best interest of the City to replace four (4) rear tires on Engine 1 at the Pryor Creek Fire Department from Fire Department – Fire Capital Outlay Account #02-217-5411. Other bids received: Amazon.com in the amount of \$2,564.48 (\$641.12 each); Amazon.com in the amount of \$3,113.08 (\$778.27 each).

Motion was made by Smith, second by Nance to approve items a – q, less items a, f, h, m and n. Voting yes: Nance, Smith, Chitwood, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

a. Approve minutes of the February 2nd, 2021 Council meeting.

Motion was made by Shropshire, second by Smith to approve minutes of the February 2nd, 2021 Council meeting. Voting yes: Smith, Chitwood, Tramel, Ketcher, Shropshire. Abstaining, counting as a no vote: Thompson and Nance. Voting no: none.

f. Discussion and possible action authorizing the Cherokee Nation to use the Graham Community Building and waive rental fee and deposit on June 5th, 2021 for their General Election and, if necessary, July 24th, 2021 for a run-off election.

Motion was made by Smith, second by Thompson to authorize the Cherokee Nation to use the Graham Community Building and waive rental fee and deposit on June 5th, 2021 for their General Election and, if necessary, July 24th, 2021 for a run-off election. Voting yes: Chitwood, Tramel, Thompson, Shropshire, Nance, Smith. Abstaining, counting as a no vote: Ketcher. Voting no: none.

h. Discussion and possible action regarding accepting the resignation of Alyissa Harry from Pryor Creek Police Dispatch, effective January 31st, 2021.

Motion was made by Chitwood, second by Smith to accept the resignation of Alyissa Harry from Pryor Creek Police Dispatch, effective January 31st, 2021. Chitwood thanked her for her service to the City. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

m. Discussion and possible action regarding accepting bid from Professional Turf Products, L.P. for a Toro Greens Aerator in the amount of \$35,698.00 as in the best interest of the city from bids received for the Pryor Creek Golf Course from Golf Course - Golf Capital Outlay Account #41-415-5411, as recommended by the Park Board and Budget Committee. Other bid received: P&K Equipment in the amount of \$20,000.00.

Motion was made by Thompson, second by Shropshire to approve accepting bid from Professional Turf Products, L.P. for a Toro Greens Aerator in the amount of \$35,698.00 as in the best interest of the city from bids received for the Pryor Creek Golf Course from Golf Course - Golf Capital Outlay Account #41-415-5411, as recommended by the Park Board and Budget Committee. Other bid received: P&K Equipment in the amount of \$20,000.00. Voting yes: Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood, Tramel. Voting no: none.

n. Discussion and possible action regarding accepting bid from P&K Equipment for a John Deere Deep Tine Aerator demonstrator model in the amount of \$35,100.00 as in the best interest of the city from bids received for the Pryor Creek Golf Course from Capital Outlay - Golf Capital Outlay Account

#44-445-5447, as recommended by the Park Board and Budget Committee. Other bids received: Pro Turf in the amount of \$27,592.18; KGT in the amount of \$10,210.00.

Motion was made by Shropshire, second by Smith to approve accepting bid from P&K Equipment for a John Deere Deep Tine Aerator demonstrator model in the amount of \$35,100.00 as in the best interest of the city from bids received for the Pryor Creek Golf Course from Capital Outlay - Golf Capital Outlay Account #44-445-5447, as recommended by the Park Board and Budget Committee. Other bids received: Pro Turf in the amount of \$27,592.18; KGT in the amount of \$10,210.00. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Tramel, Thompson. Voting no: none.

7. COMMITTEE REPORTS:

a. Budget and Personnel (Brakefield)

Shropshire reported that they will meet the second Tuesday of next month.

b. Ordinance and Insurance (Shropshire)

Shropshire had nothing to report at this time.

c. Street (Smith)

Smith reported that the Committee will meet next week and review new street list for the next street project.

8. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

9. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 7:00 p.m.

2. APPROVE MINUTES OF FEBRUARY 2ND, 2021 MEETING.

Motion was made by Shropshire, second by Smith to approve minutes of February 2nd, 2021 meeting. Voting yes: Smith, Chitwood, Tramel, Ketcher, Shropshire. Abstaining, counting as a no vote: Nance and Thompson. 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 Nance to adjourn. Voting yes: Smith, Chitwood, Tramel, Thompson, Ketcher, Shropshire, Nance. 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

PROPOSAL

3486 E. 480
 Pryor, OK 74361-2690
 Email: dawsonroofing@gmail.com



OK License# 80000309
 COMMERCIAL ENDORSEMENT
 TERO CERTIFIED
 Phone # 918-824-2412

Submitted To:
Pryor Golf Course 724 E. 530 Rd Pryor, OK 74361

Date
1/6/2021

Contact	Dennis Bowman	Project	
Description			TOTAL
Maintenance shed to East of Pro Shop: Sweep and clean roofs. Leave existing barn tin on and put down a galvanized metal roof over top of existing barn tin as economical as possible. Screw down with screws and washers. Install new ridge cap and rake trim. ***3 Year Labor Guarantee***			6,500.00
Golf Cart shed to North of Pro Shop: Sweep and clean roofs. Leave existing barn tin on and put down a galvanized metal roof over top of existing barn tin as economical as possible. Screw down with screws and washers. Install new ridge cap and rake trim. ***3 Year Labor Guarantee***			6,500.00
NOTE: Any Satellite on roof will have to be removed and Dawson Roofing can not guarantee signal upon reinstallation. You may want to contact your provider for reinstallation.			
*** DAWSON ROOFING NOT RESPONSIBLE FOR INTERIOR DAMAGE ***			

PAYMENT TO BE MADE UPON COMPLETION

Note: 3% up-charge for credit card payments

Comments: We carry \$2,000,000 General Liability and Worker's Comp insurance.

Authorized by: Matt Dawson, President

NOTICE TO OWNER: You are hereby notified that any person performing labor on your property or furnishing materials for the construction, repair or improvement of your property will be entitled to a lien against your property if he is not paid in full, even though you may have paid the full contract price to your contractor. This could result in your paying for labor and materials twice. This LIEN can be enforced by the sale of your property. To avoid this result you may demand from your contractor lien waivers from all persons performing labor or furnishing materials for the work on your property. You may withhold payment to the contractor in the amount of any unpaid claims for labor or materials. You also have the right to demand from your contractor a complete list of all laborers and material suppliers under your contract, and the right to determine from them if they have been paid for labor performed and materials furnished.

DISCLOSURES: ALL WORK TO BE COMPLETED IN A WORKMANSHIP-LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR deviation from above specifications involving additional costs will be executed only upon written change orders and will become an extra charge above and beyond the proposal price. Dawson Roofing Inc. reserves the right to change any of the above specifications as they see necessary. Contractor workmanship, guarantee or warranty does not include damages to building or contents arising from the following: Acts of God, Rodents, Limbs, Ice/Snow, Debris, Animals, Mold, Wind, Discoloration, Work performed By Contractors or Persons other than Dawson Roofing Inc. All Product and Material described above is subject to the manufacturer's Warranty Only. Dawson Roofing does not provide any Warranty or Guarantee for Product or Materials. This Proposal may be withdrawn by us if not Accepted within 14 days. If After Signing this Contract you Cancel, there is a Cancellation Fee of 20% of Total Contract Price.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Your are authorized to to the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

TERMS AND CONDITIONS - PLEASE READ CAREFULLY

1. All contracts are subject to management approval.
2. All contracts are contingent upon delays caused by either accidents, war, strikes, inability to obtain materials from the usual sources, or other action beyond our control.
3. Any and all unused or excess material is the property of Dawson Roofing, Inc. and same has the right to order excess materials.
4. This contract cannot be cancelled once insurance negotiations begin or work is commenced except by mutual written agreement of the parties.
5. Any and all proposals covered by insurance are subject to change based on the accurate number of materials and/or labor used to complete the job.
6. The Insurance Company and/or Mortgage Company is authorized to include Dawson Roofing, Inc. as additional payee on all drafts.
7. In the event customer refuses delivery of materials covered by this contract, customer agrees to pay Dawson Roofing, Inc. a sum equal to twenty-five percent (25%) of the contract price for liquidated damages.
8. Dawson Roofing, Inc. is not responsible for cracked or rusted guttering and/or driveway/sidewalk/curbing damage. Further driveway cracking or damage could occur from workers' trucks if your driveway is in poor condition or if there is erosion under your driveway. Dawson Roofing, Inc. will not be responsible for any damage occurring as a result of existing poor driveway conditions.
9. Replacements of deteriorated decking, fascia board, soffit material, deteriorated paint, roof jacks, ventilators, flashing or other material(s) unless otherwise specified in contract are not included. Any additional work must be agreed upon and in writing before performed.
10. Labor warranty does not cover damages caused by lightning, gale winds (50 m.p.h), hurricane, tornado, hail storms, impact of foreign objects, and other acts of nature or casualty. Any additional damage due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of a building are not covered. Labor warranty applies to the roof only. Dawson Roofing, Inc. is not responsible for contents or property damage after installation or during the warranty period.
11. All discounts and/or warranties are void if balance, including all interest, costs of collection, and applicable attorneys' fees, is not paid in full upon completion.
12. Customer agrees to pay any and all legal and/or collection fees, including but not limited to, court costs and attorneys' fees incurred by Dawson Roofing, Inc. in the event payment is not made within the 15-day period and the Contract is placed in the hands of an attorney for collection.
13. Nothing shall in any way restrict the right of Dawson Roofing, Inc. to bring an action against the customer for non-payment or any default under this contract.
14. Dawson Roofing, Inc. is not an insurance adjuster, it does not represent any insurance company and is not responsible for customer's payment by insured company or Mortgage Company.
15. Dawson Roofing, Inc. will not be responsible for freon lines to air conditioner units or electrical lines within the house that may become loose, punctured, or damaged during the re-roofing process.
16. Drywall nail heads may pop during roof installation over certain type ceiling construction. Although all care will be taken to minimize any problems, Dawson Roofing, Inc. cannot accept any responsibility should this situation occur.
17. **Special Order Goods: I know that I cannot cancel this contract at any time after the period of time given to me by law in which to cancel. After that legal period of time, I know that I have the obligation to pay Dawson Roofing, Inc. in full the amount owed.**
18. Dawson Roofing, Inc. shall have no responsibility for damages from fire, windstorm or other hazard, as is normally contemplated to be covered by Homeowners Insurance, unless a specific written agreement has been made prior to commencement of the work.
19. The quotation on the face hereof does not include expenses or charges for additional bond or insurance premiums or costs beyond normal bond and insurance coverage, and any such additional expenses, premiums or costs shall be added to the amount of the contract.
20. Dawson Roofing, Inc. will have the right to supplement the Insurance Company in the event material and labor increases over five percent from the date of the damage or if labor and materials exceed the original scope of loss.
21. Supplement paid by the Insurance Company for additional labor and materials needed beyond the original scope of repairs shall be paid directly to Dawson Roofing, Inc.
22. Full scope of insurance proceeds shall be defined as the full price for repairs allowed by the Insurance Company before any deduction for deductible or depreciation are subtracted.
23. Dawson Roofing, Inc. is not responsible for lowering roofs height when removing multiple layers. This includes painting and siding areas that are either exposed or covered up.
24. Dawson Roofing, Inc. is not responsible for any "bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly, in whole or in part, by: 1. Any "fungus(es)" or "spore(s)", or 2. Any substance, or vapor or gas produced by or arising out of any "fungus(es)" or "spore(s)", or 3. Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any "fungus(es)" or "spore(s)", regardless of any cause, event material, product and/or building component that contributed concurrently or in any sequence to that injury or damage. "Fungus(es)" includes, but is not limited to, any form or type of mold, mushroom or mildew. "Spore(s)" means any reproductive body produced by or arising out of any "fungus(es)."

LIMITED WARRANTY: Seller warrants that the material is of the quality specified and will transfer to the Buyer all manufacturers' written warranties. Seller warrants workmanship for one year after the date of substantial completion and will remedy a substantial defect without charge to the Buyer, on written notice from the Buyer, within such one-year period. Thereafter, a service fee will be charged to the Buyer. Said limited warranty shall not be transferable and shall not become effective until the outstanding balance, including all interest, is paid in full. Seller makes no other warranty of any kind, either express or implied, in contract or tort, including specifically no implied warranty of merchantability or fitness. Seller must be notified in writing within 24 hours of first occurrence of leak.

DEFAULT: I will be in default under this contract if 1. I do not make a payment when due; or 2. I break any promise I made to you in this contract; 3. Something else happens which caused you to believe in good faith that I do not intend to pay you as promised; or 4. I default on any obligations for which I am using my home as collateral; or 5. Something happens to my house, which threatens your rights.

ARBITRATION: If I have a dispute or claim with you concerning the quantity, quality or performance of the Products, I understand that my dispute may be submitted to and settled according to the mediation/arbitration program developed in Oklahoma City, Oklahoma or residing county. All costs for such mediation/arbitration shall be divided equally between Dawson Roofing, Inc. and myself unless otherwise agreed in writing. I also know that any decision made by the arbitrator would be entered in the appropriate court having jurisdiction over you and me.

INSURANCE COVERAGE: I understand that payment for your labor and materials is not contingent upon the coverage of your labor and materials under any policy of insurance, which I may have on any home. Dawson Roofing, Inc. has made no representation or warranties regarding any payment, in whole or in part, by any insurance policy, which I may possess. I understand that it is my responsibility, as a homeowner to determine the nature and extent of any applicable insurance coverage for the work to be performed under this Contract.

INVALID PROVISIONS: If any provision of this contract violates the law and is unenforceable, the rest of the contract will be valid. If any part of this contract requires payment of more interest than the law permits, then you will only have the right to collect from me the amount of interest which the law allows you to collect.

COMPLETENESS OF THIS CONTRACT: This contract can only be changed if both you and I agree in writing.

HOMEOWNERS CHECKLISTS: Please have the driveway cleared of all vehicles. We will utilize it for material storage and debris removal. In most cases we should be in and out in one day. Your associate will inform you concerning your particular project requirements. Remove any items that may be broken due to vibrations from hammering and the removal and replacement of materials. We don't like surprises any more than you do! We do our very best to protect plants and shrubs around the house, but sometimes these can be damaged. Please alert us to any special items that require additional protection. Confirm that we have access to electrical plugs, at least two if possible. Should a circuit breaker trip, we will need to know its location and have access to it, or someone at home to reset it. Have the lawn freshly mowed, the shorter the better. We run magnets over the lawn to remove extraneous nails throughout your project. Also check your driveway carefully for the next few weeks for nails caught in the down spouts of the gutters. Some homes have large trees that have grown above the roof and may impede our crews. Some trimming may be required to assure a safe and timely installation. Imperfections in the existing decking may appear as high or low areas, which you may have not noticed before. If your home is being re-decked, you should be aware that some dust and debris will be released into the attic. If you have breakable items stored in the attic, please remove or protect them. You may wish to cover stored items with plastic or other suitable materials. Sorry, but we cannot be responsible for items stored in the attic, or dust and debris that may enter it during the re-decking process!!!

Estimate

Rock Construction & Roofing LLC, dba Custom Roofing Solutions

FEBRUARY 4, 2021

2958 W. Country Rd, Skiatook, Ok, 74070
918-906-4831 W
918-330-8998 M
reedwjh@gmail.com

EXPIRES AFTER 30 DAYS

TO: Pryor Creek Golf Course
Dennis Bowman

Job Address: Pryor

CRS will provide materials and installation for the above residence consisting of the following:

- Tear off existing metal on 2 buildings
- Provide and Install 26 gauge ag panel and trim for 2 buildings (color tbd)
- Includes up to 5200 ft2 Ag Panel and 560 lf trim
- Includes ridge cap, rake trim and drip edge
- Clean up and haul off debris

Total: \$27,420.00

***Estimate does not include any repairs needed to install metal. We are assuming we will remove the existing metal and install the new metal without any repairs to the existing structure. If any repairs come up we will address them at that time.**

This is a quote on the goods named, subject to the conditions noted above. All work will be done in a professional manner to the Manufacturer's specifications. CRS supplies a manufacturer's warranty on material and a 2 year warranty on installation.

THANK YOU FOR YOUR BUSINESS!



PROPOSAL

ALLWINE ROOFING & CONSTRUCTION INC.

3815 S 79th E. Ave.
Tulsa, OK 74145

ORCR #80000460
Commercial Endorsement
OVER 35 YEARS EXPERIENCE
PHONE: 918-664-7663
FAX: 918-664-1887

PROPOSAL SUBMITTED TO:

DATE: 2/1/2021

CITY OF PRYOR CREEK

PROJECT: GOLF COURSE

SCOPE OF WORK FOR TWO BUILDINGS:

- remove and dispose of existing sheet metal roofing
- furnish and install new 26 ga. Ag panels
- fabricate and install all required trims
- two year workmanship warranty
- standard colors with manufacturers paint warranty

PRICE:.....\$21,571

EXCLUSIONS:

- all other buildings except the two discussed with Allwine employees
- repair of any deteriorated framing uncovered in the tear off process
- if found it will be invoiced on a time and material basis
- all items not specifically mentioned above

TERMS: Due upon completion

Note: this proposal may be withdrawn by Allwine Roofing & Construction Inc if not accepted within 30 calendar days.

Date: _____ Allwine Roofing & Const., by: SANDY BALDRIDGE

MOBILE: 918-857-7364

CRJE	41178	MEMBERSHIP FAMILY JUNIOR				140.00-	
		08/31/2020 (08/20) Period Totals and Balance	.00 *			420.00- *	420.00-
CRJE	41157	MEMBERSHIP JUNIOR				140.00-	
		09/30/2020 (09/20) Period Totals and Balance	.00 *			140.00- *	560.00-
		01/31/2021 (01/21) Period Totals and Balance	.00 *			.00 *	560.00-
YTD Encumbrance	.00	YTD Actual	560.00-	Total	560.00-	YTD Budget	.00 Unearned 560.00-

41-000-4226 MEMBERSHIP - CORPORATE

		07/01/2020 (00/20) Balance					.00
CRJE	41132	MEMBERSHIP CORPORATION				3,530.00-	
		07/31/2020 (07/20) Period Totals and Balance	.00 *			3,530.00- *	3,530.00-
		01/31/2021 (01/21) Period Totals and Balance	.00 *			.00 *	3,530.00-
YTD Encumbrance	.00	YTD Actual	3,530.00-	Total	3,530.00-	YTD Budget	.00 Unearned 3,530.00-

41-000-4232 GRANTS & DONATIONS

		07/01/2020 (00/20) Balance					.00
		01/31/2021 (01/21) Period Totals and Balance	.00 *			.00 *	.00
YTD Encumbrance	.00	YTD Actual	.00	Total	.00	YTD Budget	.00 Unearned .00

41-000-4233 IRRIGATION PROJECT DONATIONS

		07/01/2020 (00/20) Balance					.00
		01/31/2021 (01/21) Period Totals and Balance	.00 *			.00 *	.00
YTD Encumbrance	.00	YTD Actual	.00	Total	.00	YTD Budget	.00 Unearned .00

41-000-4241 MISCELLANEOUS

		07/01/2020 (00/20) Balance					.00
CRJE	84268	FEMA GRANT				101,970.18-	
		09/30/2020 (09/20) Period Totals and Balance	.00 *			101,970.18- *	101,970.18-
		01/31/2021 (01/21) Period Totals and Balance	.00 *			.00 *	101,970.18-
YTD Encumbrance	.00	YTD Actual	101,970.18-	Total	101,970.18-	YTD Budget	.00 Unearned 101,970.18-

41-000-4246 INSURANCE REIMBURSEMENTS

		07/01/2020 (00/20) Balance					.00
CR	3074755	MISCELLANEOUS GENERAL - OMAG CLAIM PAYM				1,142.90-	
CR	3074755	MISCELLANEOUS GENERAL - OMAG CLAIM PAYM				6,087.60-	
CR	3074755	MISCELLANEOUS GENERAL - OMAG CLAIM PAYM				50.00-	
		09/30/2020 (09/20) Period Totals and Balance	.00 *			7,280.50- *	7,280.50-
		01/31/2021 (01/21) Period Totals and Balance	.00 *			.00 *	7,280.50-
YTD Encumbrance	.00	YTD Actual	7,280.50-	Total	7,280.50-	YTD Budget	.00 Unearned 7,280.50-

41-000-4250 2005-2006 LOAN (IRRIGATION)

		07/01/2020 (00/20) Balance					.00
		01/31/2021 (01/21) Period Totals and Balance	.00 *			.00 *	.00
YTD Encumbrance	.00	YTD Actual	.00	Total	.00	YTD Budget	.00 Unearned .00

41-000-4260 1/07 ICE STORM REIMB. (FEMA)

		07/01/2020 (00/20) Balance					.00
		01/31/2021 (01/21) Period Totals and Balance	.00 *			.00 *	.00

Billy Weston, Dispatch Supervisor
Pryor Police Department
214 S Mill
Pryor, OK 74361

Dear Mr. Weston:

I am writing to inform you about my intention to resign from my position as Dispatcher for Pryor Police Department. My resignation will be effective as of the 24th of February.

I would like to say a special thank you to you and my helpful colleagues for making my tenure at Pryor Police Department a memorable and highly productive experience. The expertise I have developed here through team work will be helpful for me throughout my life.

I believe that this two week's notice period will be adequate for you to find my replacement and I would gladly assist to train the new inductee. During this 2 weeks if I can be of any further assistance to smoothen this transition please let me know.

Wishing you all the very best of luck.

Sincerely,

A handwritten signature in cursive script that reads "Hannah Thompson". The signature is written in black ink and is positioned above the printed name.

Hannah Thompson
#122