



October 5th, 2021

City of Pryor Creek
12 North Rowe Street
Pryor, OK 74362

**RE: Salt Branch Improvements
PRY 20-03**

Dear Mayor and Council,

The Pryor Creek Salt Branch Improvements Bid were received and opened on October 4th, 2021 at 2:00 pm in the Council Chambers of Pryor City Hall. There were two bidders on the project. (See the attached Bid Tabulation for a detailed breakdown of each bid). The lowest responsive bidder was Key Maintenance, Inc. of Chouteau, Oklahoma at a bid of \$35,140 for all line segments.

Our recommendation is to

1. Award the contract of Pryor Creek Salt Branch Improvements to Key Maintenance, Inc. for a total bid of \$35,140.00
2. A Notice of Award should be executed (2 copies)
3. The council should authorize the mayor to enter into an agreement with the selected contractor when presented with a contract for the amount herein stated. (2 copies)

If you have any questions concerning this project, please do not hesitate to contact us at (918) 664-5500 ext. 1

Respectfully submitted,

Steve Powell, P.E.
Project Manager
Project # PRY 20-03

NOTICE OF AWARD

TO: Key Maintenance
5896 West 573 Road
Chouteau, Ok 74337

Project Description: SALT BRANCH IMPROVEMENTS

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids date September 13th & 20th, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:
Thirty Five Thousand One Hundred Forty Dollars and no cents (\$35,140.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENANCE BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2021.

CITY OF PRYOR CREEK
OWNER

By: _____

Title: MAYOR LARRY LEES

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this _____ day of _____, 2021.

By: _____

Title: _____

CONTRACT

This Contract, made and entered into by and between: Key Maintenance, Inc., as Party of the First Part, herein after designated as the CONTRACTOR and CITY OF PRYOR CREEK, as Party of the Second Part, hereinafter designated as the OWNER.

WITNESSETH: That whereas the said Contractor is the lowest and best bidder for:

SALT BRANCH IMPROVEMENTS

for the total bid price as accepted Thirty Five Thousand One Hundred Forty Dollars and no cents (\$35,140.00)

NOW, THEREFORE, the said Contractor for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner, and on file in the office of the Engineer Infrastructure Solutions Group, which plans and specifications are made a part of this Contract by reference as if attached hereto or written in detail herein.

The Contractor will commence said work within ten (10) days from the date of the Notice to Proceed and perform same vigorously and continuously and complete the same within 90 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 9 of the Special Conditions.

It is agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid as accepted as provided in the specifications, and that upon final completion of this contract work, the Contractor will receive the full compensation payment, according to the schedule of prices as contained in his bid as accepted and that upon the receipt by said Contractor of said final claim, the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this contract.

The Notice to Bidders, the Information for Bidders, the General and Special Conditions of the Agreement and the Contractor's Bid Proposal, each of said instruments on file in the office of the Engineer, Infrastructure Solutions Group, are hereby referred to and by reference thereto are made a part of this contract as if fully written in detail herein or attached hereto.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the ____ day of _____, 2021.

	<u>Key Maintenance, Inc</u> Contractor
SEAL	
ATTEST	_____ (Signature)
_____ (Signature)	By: _____
Title: _____	Title: _____

	<u>CITY OF PRYOR CREEK</u> Owner
SEAL	
ATTEST:	_____ (Signature)
_____ (Signature)	By: <u>LARRY LEES</u>
Title: _____	Title: <u>MAYOR</u>



CITY OF PRYOR CREEK
SALT BRANCH IMPROVEMENTS (PRY20-03)
OCTOBER 3rd, 2021



BASE BID				Key Maintenance, Inc. 6896 West 573 Road, Chouteau, OK 74337		MJM Construction & Application LLC P.O. Box 265 Inola, OK 74036	
ITEM #	DESCRIPTION	UNITS	QUANTITY	BID UNIT PRICE	TOTAL PRICE THIS BID ITEM	BID UNIT PRICE	TOTAL PRICE THIS BID ITEM
1	SELECT TREE & DEBRIS (REMOVAL BASED ON APPROX. 2.32 ACRES)	LS	1	\$16,250.00	\$16,250.00	\$29,000.00	\$29,000.00
2	BURN PIT (OPEN, OPERATION & CLOSED)	LS	1	\$12,850.00	\$12,850.00	\$8,000.00	\$8,000.00
3	EROSION CONTROL & VEGETATIVE RESTORATION	LS	1	\$3,540.00	\$3,540.00	\$5,000.00	\$5,000.00
4	MOBILIZATION, includes demobilization	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00

TOTAL BID PRICE

\$35,140.00

\$47,000.00

CERTIFIED AS TRUE AND CORRECT:

INFRASTRUCTURE SOLUTIONS GROUP, L.L.C.

 10/3/21

Steve A. Powell, PE

ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 10A, SECTION 1 REGARDING DEFINITIONS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, UPON REVISION OF CERTAIN STATE STATUTES THE CITY COUNCIL FINDS IT REASONABLY NECESSARY TO AMEND THE CITY CODE FOR CONSISTENCY WITH STATE STATUTES.

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 3, Chapter 10A, Section 1 “DEFINITIONS” 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)

3-10A-1: DEFINITIONS:

Words, phrases and terms used in this article shall have the meaning prescribed by, and be construed in conformity with, the definitions of the same set forth in the Oklahoma alcoholic beverage control act codified at ~~37 Oklahoma Statutes section 501 et seq.~~ 37A Oklahoma Statutes section 1-101 et seq., as now existing or hereafter modified, with the same force and effect as if the definitions were set forth in full in this article, unless the context clearly indicates a different meaning or construction.

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

LARRY LEES, MAYOR

ATTEST:

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 10A, SECTION 2 REGARDING APPLICATIONS FOR CERTIFICATE OF COMPLIANCE WITH ZONING, FIRE, HEALTH AND SAFETY CODES UNDER OKLAHOMA STATUTES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, UPON REVISION OF CERTAIN STATE STATUTES THE CITY COUNCIL FINDS IT REASONABLY NECESSARY TO AMEND THE CITY CODE FOR CONSISTENCY WITH STATE STATUTES.

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 3, Chapter 10A, Section 2 “APPLICATION; CERTIFICATES” 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)

3-10A-2: APPLICATION; CERTIFICATES:

A. Required: Every applicant for a certificate of compliance with the zoning, fire, health and safety codes of the city, required by ~~37~~ 37A Oklahoma Statutes, shall apply at the office of the city clerk by:

1. Application Form: Filing a written application on forms prescribed by that office; and
2. Fee: Paying a verification and certification fee in such amount as set by the city council at the time of filing.

B. Investigation: Upon receipt of an application for a certificate of compliance, the city clerk shall cause an investigation to be made to determine whether the premises proposed for licensed operations comply with the provisions of the zoning title and any health, fire, building and other safety codes applicable to it.

C. Time Limit For Action: The city clerk shall act on all such applications within twenty (20) days of receipt thereof. (1988 Code § 3-105)

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

LARRY LEES, MAYOR

ATTEST:

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 10A, SECTION 7 REGARDING RULES AND REGULATIONS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, UPON REVISION OF CERTAIN STATE STATUTES THE CITY COUNCIL FINDS IT REASONABLY NECESSARY TO AMEND THE CITY CODE FOR CONSISTENCY WITH STATE STATUTES.

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 3, Chapter 10A, Section 7 “RULES AND REGULATIONS” 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)

3-10A-7: RULES AND REGULATIONS:

A. Dates And Hours Of Sale:

~~1. Retail Alcoholic Beverage Store: No person shall open for business or keep open for business or sell or deliver alcoholic beverages, as defined by the Oklahoma alcoholic beverage control act as now existing or hereinafter modified, to any person at a retail alcoholic beverage store in the city on any Sunday, New Year's Day, Memorial Day, Fourth Of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day or while the polls are open on the day of any general, primary, runoff primary or a special election, whether national, state, county or city, or any other day, except between the hours of ten o'clock (10:00) A.M. and nine o'clock (9:00) P.M. for in store sales and between the hours of ten o'clock (10:00) A.M. and six o'clock (6:00) P.M. for drive-through sales.~~

1. Retail Spirits Licensee: No retail spirits licensee shall:

Sell any alcoholic beverages at any hour other than between the hours of 8:00 a.m. and midnight Monday through Saturday and shall not be permitted to be open on Thanksgiving Day or Christmas day; provided sales shall be allowed between the hours of noon and midnight on Sunday in the event Mayes County, Oklahoma, pursuant to the provisions of subsections B and C of Section 3-124 of Title 37A of the Oklahoma Statutes, has elected to allow such sales between the hours of noon and midnight on Sunday. Retail spirits licensees shall be permitted to sell alcoholic beverages on the day of any General, Primary, Runoff Primary or Special Election whether on a national, state, county or city election, provided that the election day does not occur on any day on which such sales are otherwise prohibited by law.

2. Wholesale Dealer: No wholesale dealer in alcoholic beverages and no officer, agent or employee of such a dealer shall sell or deliver to any retail alcoholic beverage store within the city any amount of spirits or wines ~~on Saturday of any week, on Sunday of any week, on New Year's Day, on Memorial Day, on the Fourth Of July, on Labor Day, on the day of any general, primary, runoff primary or special election, whether national, state, county or city.~~

3. Retail Wine and Beer Licensee: No retail wine License or a retail beer license shall:

Sell any beer or wine at any hour other than between the hours of 6:00 a.m. and 2:00 a.m. the following day, Monday through Sunday. Retail wine and retail beer licensees shall be permitted to sell beer and wine on the day of any General, Primary, Runoff Primary or Special Election whether on a national, state, county or city election;

B. Advertising Signs:

1. No person owning, operating or maintaining a retail alcoholic beverage store shall cause or permit it to be designated by more than one sign, which shall contain only the words "Retail Alcoholic Liquor Store" or any combination of such words or any of them, and which shall contain no letter or figure more than four inches (4") in height or more than three inches (3") in width and in which the lines of words, if more than one, shall not be more than one inch (1") apart.

2. No person shall advertise or cause to be advertised in any manner, other than as authorized by subsection B1 of this section, for the sale of alcoholic beverages within the limits of the city.

C. Sales And Deliveries:

e. No person shall sell or deliver alcoholic beverages out of any retail alcoholic beverage store other than:

- a. In retail containers;
- b. At ordinary room temperatures;
- c. In the original package; and
- d. For consumption off the premises.

2. No person owning, employed in or in any manner assisting in the maintenance and operation of such a store shall suffer or permit any alcoholic beverage to be consumed, or any retail container of such beverage to be opened on the premises of such a store.

D. Consumption On Premises: No person shall drink or consume in any manner alcoholic beverages on the premises of a retail alcoholic beverage store, nor shall any person open or break the seal of any original package or retail container containing alcoholic beverages on the premises of any such retail alcoholic beverage store.

E. Intoxicated Or Deficient Persons: No person shall sell, deliver or furnish alcoholic beverages within the city to an intoxicated person or knowingly to any person who has been adjudged insane or mentally deficient.

F. Transportation In Vehicle: It is unlawful to transport any alcoholic beverage, unless the same is:

1. In an unopened original container with seal unbroken and the original cap or cork not removed from the container; or
2. In the trunk or other closed compartment or other container, out of public view and out of reach of the driver or any occupant of a vehicle.

G. Public Drinking And Intoxication: No person within this city shall drink intoxicating liquor or alcoholic beverage in any public place, nor shall any person be intoxicated in a public place within this city, nor shall any owner, operator or manager of any business or public place to which the public is generally invited allow an intoxicated person to remain in or upon said premises.

H. Recreational Places: No person operating a cafe, restaurant, club or any place of recreation within this city, and no employee engaged in connection with the operation of such a cafe, restaurant, club or place of recreation, shall permit any person to be drunk or intoxicated in said place of business.

I. Public Property: It shall be unlawful for any person to consume alcoholic beverages or low point beer while upon any city owned or city controlled property unless the city council shall have previously authorized the premises or the event at which such consumption is authorized, for the lawful consumption of alcoholic beverages or low point beer subject to such reasonable restrictions and conditions as the council prescribes.

H. Recreational Places: No person operating a cafe, restaurant, club or any place of recreation within this city, and no employee engaged in connection with the operation of such a cafe, restaurant, club or place of recreation, shall permit any person to be drunk or intoxicated in said place of business.

I. Public Property: It shall be unlawful for any person to consume alcoholic beverages or low point beer while upon any city owned or city controlled property unless the city council shall have previously authorized the premises or the event at which such consumption is authorized, for the lawful consumption of alcoholic beverages or low point beer subject to such reasonable restrictions and conditions as the council prescribes.

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

LARRY LEES, MAYOR

ATTEST:

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2021

RESOLUTION NO. 2021 – _____

A RESOLUTION CALLING FOR THE GENERAL ELECTION IN 2022

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PRYOR CREEK, OKLAHOMA:

1. That a general election shall be held Tuesday, February 8, 2022 pursuant to the City Charter.
2. That if necessary a run-off election will be held on Tuesday, April 5, 2022 pursuant to the City Charter.

BE IT FURTHER RESOLVED, that the following offices shall be elected for a two (2) year term at said election, unless otherwise indicated:

- a) Council member / Ward 1 – for a term expiring 2024.
- b) Council member / Ward 2 – for a term expiring 2024.
- c) Council member / Ward 3 – for a term expiring 2024.
- d) Council member / Ward 4 – for a term expiring 2024.

BE IT FURTHER RESOLVED, that each candidate for city office shall be a qualified elector of the city, an actual resident of the city, and at least 25 years of age; and that each candidate for the office as a council member shall be an actual resident of the ward for which he or she is a candidate.

BE IT FURTHER RESOLVED, that filing for such offices shall take place in the office of the Mayes County Election Board in Pryor Creek, Oklahoma, between the dates of December 6 and December 8, 2021, inclusive, between the hours of 8:00 a.m. and 5:00 p.m.

BE IT FURTHER RESOLVED, that contesting of candidacy shall take place in the office of the Mayes County Election Board in Pryor Creek, Oklahoma, until December 10, 2021.

Registered qualified voters residing within the corporate limits of the City of Pryor Creek, Oklahoma, shall be eligible to vote in their regular polling place between the hours of 7:00 a.m. and 7:00 p.m. on the dates listed above.

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

Larry Lees, Mayor

ATTEST:

Eva Smith, City Clerk

K.Ellis Ritchie, City Attorney

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, OCTOBER 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 Kim Ritchie. Roll Call was conducted by Deputy Clerk Darla Coats. Council members present included: Jon Ketcher, Choya Shropshire, Steve Smith, Randy Chitwood, Briana Brakefield, Jimmy Tramel, Yolanda Thompson. Members absent: Dennis Nance.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Assistant Police Chief James Willyard, Street Superintendent Buddy Glenn, Library Director Cari Rerat, Recreation Center Director Jessica Long.

Others present: Police Officer Dustin VanHorn, Animal Control Officer Becki Sams-Benham, Park Board members Bill Kannegiesser, Melinda Marks and Lori Siever, Municipal Utility Board General Manager Jared Crisp and Travis Willis, Hillcrest Pryor Hospital Administrator Doug Weaver, Carole Martin, Robert Taylor, Kemmie Shropshire 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

No report.

b. Emergency Management

No report.

c. Fire

No report.

d. Golf

No report.

e. Library

Rerat reported that remodel construction has begun at the library, and they are very excited about that.

f. Parks / Cemetery

No report.

g. Police

No report.

h. Recreation Center

Long reported that the awning is up and looks great. She met with Steve Powell and they are getting started on the roofing project.

i. Street

Glenn reported that they have been doing some sidewalk work on Irving and some street repair on Cherry Point.

4. MAYOR'S REPORT:

a. Healthcare Report, Hillcrest Hospital Pryor - Doug Weaver.

No action. Mr. Weaver gave a healthcare report for the Mayes County area. He stated that in the last 16-17 months, more than 4,000 people have been tested for COVID in their emergency room. This shows the impact that Hillcrest Pryor has on the surrounding area. Mayes County has seen 99 deaths. Currently, Pryor

has 69 active cases and Mayes County has a total of 179. Numbers are going down since there are half as many cases now as there were a month ago. The hospital is being granted approximately \$1 million from the government, which is being used for replacement of air handlers. He stated that less than 40% of Mayes County residents have been vaccinated. The vaccine has proven to be 95% effective, and the people who have recently been hospitalized with COVID were not vaccinated.

b. Discussion and possible action regarding Pryor Arts & Humanities Council to use the Graham Community Building at a reduced rate for a Christmas Parade/Santa Village on December 1st – 3rd, 2021. (Robert Taylor and Carole Martin will have a presentation)

Motion was made by Ketcher, second by Smith to approve Pryor Arts & Humanities Council to use the Graham Community Building at a reduced rate for a Christmas Parade/Santa Village on December 1st – 3rd, 2021. Ketcher and Smith then amended their motion and second to waive all fees and allow them to use the Graham Community Building from November 30th – December 3rd if the dates are available. Voting yes: Ketcher, Shropshire, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.

c. Discussion and possible action regarding maintaining the culture of an outdoor public swimming pool in Pryor Creek, Oklahoma, whether it be renovation of the present park pool, demolition of the present park pool and building a new park pool at Whitaker Park or invite the Recreation Center Board to consider construction of a public pool on the Recreation Center property.

Motion was made by Shropshire, second by Ketcher to approve maintaining the culture of an outdoor public swimming pool in Pryor Creek, Oklahoma, whether it be renovation of the present park pool, demolition of the present park pool and building a new park pool at Whitaker Park or invite the Recreation Center Board to consider construction of a public pool on the Recreation Center property.

The different options were discussed. Shropshire would like to restore the pool we have. Jessica Long spoke regarding the option of having a new outdoor pool at the Recreation Center. She stated that her board is all in favor of the city having an outdoor pool, but there are concerns with having it at the Recreation Center. She asked if it would be possible to have financial assistance from the General Fund, since the public pool loses money every year. Her board does not want their fund to be negatively impacted by this.

It was pointed out that, in order to get the current pool back up and functional, it would cost more than \$180,000.00 - \$200,000.00. That money would simply get the pool “swimmable.” It does not begin to pay for the Health Department’s requirements for ADA compliance. The \$3 million that was mentioned to build a new pool would actually build a smaller one than we currently have.

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

d. Discussion and possible action regarding an increase in the natural gas rates inside the Corporate City Limits of Pryor Creek from \$6.176 per MCF to \$8.306 per MCF, effective October 2021 billing.

Motion was made by Thompson, second by Tramel to approve an increase in the natural gas rates inside the Corporate City Limits of Pryor Creek from \$6.176 per MCF to \$8.306 per MCF, effective October 2021 billing. Crisp spoke and answered Council members’ questions. Voting yes: Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

e. Discussion and possible action regarding an increase in the water rates inside the Corporate City Limits of Pryor Creek from \$4.52 per 1,000 gallons to \$4.56 per 1,000 gallons effective, October 2021 billing.

Motion was made by Shropshire, second by Smith to approve an increase in the water rates inside the Corporate City Limits of Pryor Creek from \$4.52 per 1,000 gallons to \$4.56 per 1,000 gallons effective, October 2021 billing. Crisp answered questions and stated that this does not affect sewer rates within city limits. Voting yes: Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Smith. Voting no: none.

5. CITY ATTORNEY’S REPORT:

No report.

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 September 21st, 2021 Council meeting.
- b. Approve payroll purchase orders through October 15th, 2021.
- c. Approve claims for purchase orders through October 5th, 2021.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	2120210831 - 911264B	63,307.66
FEE IN LIEU	2120210759	51.98
STREET & DRAINAGE	911255B - 2120210743	9,687.37
GOLF COURSE	2120210847 - 2120210853	11,346.18
CAPITAL OUTLAY	2120210757 - 2120210400	15,422.43
REAL PROPERTY ACQUIS.	911265B - 2120210821	1,515.95

RECREATION CENTER	2120210844 - 2120210749	26,618.12
PPWA	2120210860 - 2120210861	4,600.00
E-911	2120210814	2,983.74
DONATIONS AND EARMARKED	2120210398 - 2120210787	5,079.77
TOTAL		140,613.20
NO BLANKETS		

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
- e. Discussion and possible action regarding closing South Adair to 1st Street on Friday, October 29th, 2021, from 2:30 p.m. – 5:30 p.m. for Downtown Trick-or-Treating.
- f. Discussion and possible action regarding closing Graham Avenue from Hogan to Adair Street, North to NE 1st Street and back to Hogan for a Homecoming Parade on Thursday evening, October 7th, 2021, from 6:30 p.m. – 8:30 p.m.
- g. Discussion and possible action regarding closure of East Graham Avenue from Hogan Street to North Adair Street on November 11th, 2021 for the Annual Veteran’s Day Parade from 10:30 a.m. until 12:30 p.m.
- h. Discussion and possible action regarding the surplus of:
 - 1. Pryor Police Department Detective badge/shield (Badge #32)
 - 2. Remington 870 12-Gauge shotgun (Serial #: C822366M)
 - 3. Rock River Arms LAR15 .223 rifle (Serial #: CM48093)
Per FOP Lodge #116 Collective Bargaining Agreement Article 28 Sec. 9 - EQUIPMENT (CBA pg. 21).
- i. Discussion and possible action regarding Doug Barham’s purchase of:
 - 1. Pryor Police Department Detective badge/shield (Badge #32)
 - 2. Remington 870 12-Gauge shotgun (Serial #: C822366M)
 - 3. Rock River Arms LAR15 .223 rifle (Serial #: CM48093)
Per FOP Lodge #116 Collective Bargaining Agreement Article 28 Sec. 9 - EQUIPMENT (CBA pg. 21).
- j. Discussion and possible action authorizing Mayor to sign the Emergency Management Performance Grant 2021 Request for Reimbursement Form for Quarter 4.
- k. Discussion and possible action regarding hiring Jessica Reger for the Receptionist / Front Desk position at the Pryor Creek Recreation Center at Range A, Step 1 (annual wage - \$28,217.00), pending Recreation Center Board approval.
- l. Discussion and possible action regarding accepting bid from Tibbets Trucking in the amount of \$3,250.00 as lowest and best bid for the demolition and abatement of property at 54 Pine from Real Property Acquisition Reserve – Nuisance Abatement Account #46-465-5450. Other bid received: Wades Wrecker Service - \$3,800.00.

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

a. Approve minutes of the September 21st, 2021 Council meeting.

Motion was made by Shropshire, second by Smith to approve minutes of the September 21st, 2021 Council meeting. Voting yes: Tramel, Thompson, Shropshire, Smith, Chitwood. Abstaining, counting as a no vote: Ketcher and Brakefield. Voting no: none.

j. Discussion and possible action authorizing Mayor to sign the Emergency Management Performance Grant 2021 Request for Reimbursement Form for Quarter 4.

Motion was made by Chitwood, second by Smith to approve authorizing Mayor to sign the Emergency Management Performance Grant 2021 Request for Reimbursement Form for Quarter 4. Voting yes: Thompson, Ketcher, Shropshire, Chitwood, Brakefield, Tramel. Abstaining, counting as a no vote: Smith. Voting no: none.

7. COMMITTEE REPORTS:

a. Budget and Personnel (Brakefield)

Brakefield had no report other than to state that the next meeting will be on October 12th, 2021, at 5:30 p.m.

b. Ordinance and Insurance (Shropshire)

Shropshire reported that they will have a meeting on Thursday, October 14th, 2021, at 5:30 p.m.

c. Street (Smith)

Smith had nothing to report at this time.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 6:58 p.m.

2. APPROVE MINUTES OF SEPTEMBER 21ST, 2021 MEETING.

Motion was made by Chitwood, second by Shropshire to approve minutes of September 21st, 2021 meeting. Voting yes: Shropshire, Smith, Chitwood, Tramel, Thompson. Abstaining, counting as a no vote: Brakefield and Ketcher. Voting no: none.

3. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

4. ADJOURN.

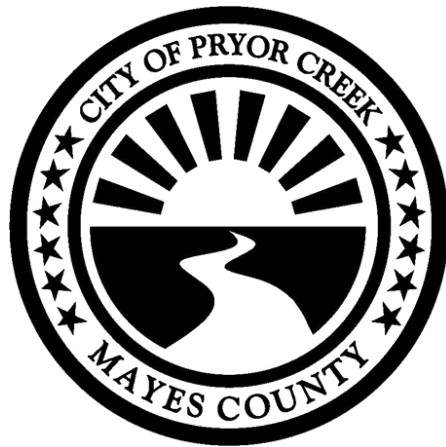
Motion was made by Ketcher, second by Smith to adjourn. Voting yes: Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

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

MINUTES WRITTEN BY DEPUTY CLERK DARLA CRAFT COATS

CITY OF PRYOR CREEK

Harassment Policy



SEPTEMBER 1, 2021
CITY OF PRYOR CREEK

Revised September 28th, 2021

Harassment

Commented [SP1]: Same as FMLA – I would make this a separate policy that the employee has to sign for.

The City is committed to establishing a professional and congenial work environment and will take reasonable steps to insure that the work environment is pleasant for all who work here. All employees are expected to treat others with courtesy, consideration and professionalism. The City will not tolerate the harassment of any employee or any member of the public by any other employee, supervisor or customer. Employees may not use epithets, slurs or other terms or language designed to threaten, insult, intimidate or show hostility to another. Employees are prohibited from posting or circulating in the workplace any written or graphic materials or other objects that attack, defame, belittle, degrade or show hostility or aversion to any person or group of people. In addition, harassment for any discriminatory reason, such as race, color, sex, sexual orientation, gender identity, gender, national origin, disability, age, religion, or veteran status is prohibited not only by State and Federal laws but also by the policies of the City. The City prohibits not only unlawful harassment but other types of unprofessional and discourteous conduct. Accordingly, derogatory, racial, ethnic, religious, age, gender, sexual orientation, sexual or other inappropriate remarks, slurs, "jokes," written material or actions will not be tolerated in the workplace.

Sexual harassment is a violation of Section 703, Title VII of the Civil Rights Act of 1964. Sexual harassment is defined as unwelcome sexual conduct that is a term or condition of employment. It consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when submission to or rejection of such advances, requests, or conduct affects a benefit such as terms or conditions of employment or is used as a basis for an employment decision; or when such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work by creating an intimidating, hostile, humiliating, or offensive work environment.

Harassment may take many forms, subtle and indirect, or blatant and overt. It may be conducted toward an individual of the opposite sex or the same sex. It may occur between peers or between supervisor and subordinate. It may be aimed at coercing an individual to participate in an unwanted sexual relationship and/or it may have the effect of causing an individual to change behavior or work performance. It may consist of repeated actions or arise from a single incident. Determining what constitutes harassment depends on many factors and will require investigation to the specific facts of the incidents.

Supervisors are responsible for maintaining a discrimination-free work environment and are strictly prohibited from engaging in conduct, implying or allowing conduct that is discriminatory. Supervisory personnel will receive periodic training on harassment issues, investigative procedures, and complaints of harassment. Investigative procedures will be directed by the Department Head, Mayor, and reviewed by the City Attorney.

An individual who perceives that they are being harassed should make it known to the offender that the activities are unwelcome and request that the actions cease immediately. Reporting the

incident is not required; however, if reported, the facts should be documented with a copy provided to the Mayor (Complaint Form).

Recipients of harassment may file a formal complaint without regard to the normal chain of command. The complaining party may go directly to the Department Head, Mayor, or City Attorney. Strict regard to confidentiality of the complaint must be observed in any complaint and/or investigation to the extent allowed and required by law.

The Mayor is the Compliance Officer for the City of Pryor Creek and as such has the authority to investigate and resolve all complaints of harassment. In appropriate cases, professional investigators may be engaged to perform the investigation of complaints of harassment. Investigations will be conducted under the direction of the City Attorney's Office, conducted in a confidential manner, with the investigative reports provided to the Attorney for his/her files. Subsequent action deemed appropriate based on the facts of the investigation will be as directed by the Mayor.

The City of Pryor Creek will not tolerate retaliation against an individual who, in good faith, reports or provides information in an investigation about behavior that may violate this policy. Acts of retaliation against an individual should be reported immediately to the Mayor. All complaints of harassment will be reported immediately, investigated in an expeditious and confidential manner, and corrective action, if required, will be completed as soon as possible. All employees are subject to this policy and are expected to conduct themselves in a manner that would preclude harassment of any nature. Any conduct contrary to this policy will result in immediate disciplinary action, which may include termination of employment.

COMPLAINT FORM

Name of complainant: _____

Position with the City: _____

Name and position of person allegedly violating City policies, including any claims of discrimination and/or harassment: _____

Date and place of occurrence: _____

Description of the event giving rise to the Complaint (Please use additional sheets as needed):

Name, address, position of any potential witnesses to the events: _____

Date: _____

Signature of Employee: _____

Date: _____

Signature of Employer: _____

(Received by Employer)

(Manager, Supervisor, Director, etc.)

Distribution of Harassment Policy Manual

Name of Employee: _____

Employee Start Date: _____

_____ (employee name) acknowledges receipt of City of Pryor Creek Harassment Policy Manual and responsibility for reading information therein.

Signature of Employee

Date

Witness in City Clerk's Office

Date

Chapter 1: Structure of the Human Resource Program

1-1: Purpose

The Mayor and Council of the City of Pryor Creek determine the policies which will govern the operations of the City. Since the City Charter is the organic law of the City of Pryor Creek that may only be changed by a vote of the citizens of Pryor Creek, nothing in this manual may be counter to the City Charter. The City Charter takes precedence over any portions of this manual that may be in conflict with the City Charter.

The rules and regulations contained herein are set forth to establish sound and consistent employment practices, which will add to the efficiency and economy of the City while providing an equitable base from which to promote merit and standardize and equate compensation.

The City of Pryor Creek is considered an "Employment-At-Will" employer (see Chapter 6-5 and Chapter 18).

Policies and procedures are not intended to be inflexible. Therefore, it is expected that amendments and revisions will be made whenever they are necessary to ensure more effective administration (see Chapter 1-7).

The City of Pryor Creek, in compliance with all applicable Federal and State laws and regulations, does not discriminate in employment because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, or genetic information in the recruiting, hiring, training, and promotion of all positions within the City. Further, the City will not tolerate harassment by managers, coworkers, or others in the workplace because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, or genetic information. City management is committed to equal treatment of all employees, including equal treatment in compensation, benefits, transfers, tuition assistance, demotions, terminations, layoffs, and recalls.

The City of Pryor Creek complies with the Americans with Disability Act (ADA). It is the City's policy not to discriminate against qualified individuals who have disabilities. The City also makes every effort to provide reasonable accommodations to qualified applicants and employees with disabilities as required by law.

Equal employment opportunity notices are posted as required by law. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any employee believes he or she has been discriminated against. Employees may file a discrimination complaint by contacting any of the following:

Executive Coordinator Oklahoma District Attorneys Council 421 N.W. 13th Street, Suite 290
Oklahoma City, OK 73103
Phone: 405-264-5000
Fax: 405-264-5099

United States Department of Justice, Office of Justice Programs,
Office for Civil Rights
810 Seventh Street NW, Washington, DC 20531,
Phone: 202-307-0690

<https://www.ojp.gov/program/civil-rights/overview>

Complaints must be filed within 180 days or one year from the date of the alleged discrimination, depending on the federal civil rights law that is involved.

Oklahoma Office of the Attorney General

Office of Civil Rights Enforcement (OCRE), 313 N.E. 21st Street, Oklahoma City, OK
73105

Phone: 405-521-3441

<https://www.oag.ok.gov/civil-rights-enforcement>



Dennis Nichols
Chief of Police

James Willyard
Assistant Chief of Police

PRYOR CREEK POLICE DEPARTMENT

The Pryor Police Department would like to get a bid for a lease purchase for both 36 and 48 months for the following:

- | | |
|---|--------------|
| 1) Six 2022 Ford Police Interceptors fully equipped | \$309,148.00 |
| 2) Six 2022 Ford Police Interceptors | \$237,148.00 |

If you have any questions please call me at 918-693-2277 or email willyardj@pryorcreek.org.

Thank you

A stylized, handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

James Willyard
Assistant Chief of Police

Draft LP & Amounts

External
Inbox

Adam Anderson

Tue, Oct 12,
2:11 PM (1
day ago)

to me

James,

See attached draft of the lease purchase. This will be the same form for both proposals. The only things that will change are the amount and dates, both based off how the city wants to do the deals.

Payments:

48 months @ 1.75% \$309,148 = \$6,676.72

48 months @ 1.75% \$237,148 = \$5,121.72

Amortization schedules are attached as well.

At Your Service Since 1896,

Adam C. Anderson | President

Bank of Commerce | PO Box 1890 | Catoosa, OK 74015

Office: 918-266-2567 | **Cell:** 918-630-1116 | **Fax:** 918-266-6637 | **NMLS#** 791223 | **BOC**

NMLS# 777126

E-mail address: adama@bankboc.com



Willyard, James <willyardj@pryorcreek.org>

Police vehicle bids

Joshua A Winn <jwinn@arvest.com>

Wed, Oct 6, 2021 at 4:00 PM

To: "Willyard, James" <willyardj@pryorcreek.org>

Cc: Harold Gideon <hgideon@arvest.com>

James,

For a 36 month that is bank qualified tax exempt, we would be at 2.05%

For a 48 month that is bank qualified tax exempt, we would be at 2.31%

For a 36 month that is NOT bank qualified tax exempt, we would be at 2.15%

For a 48 month that is NOT bank qualified tax exempt, we would be at 2.46%

[Quoted text hidden]

[Quoted text hidden]

Shaun Barrett

Thu, Oct 7,
2:20 PM (6
days ago)

to me

Yorktown Bank / Oklahoma Fidelity:

2.75% for 36 months.

3% for 48 months.

If the loan is funded after 10/20/2021 it will be Oklahoma Fidelity.

If the loan is funded before 10/20/2021 it will be Yorktown Bank and then Oklahoma Fidelity after.

RCB Bank – Municipal Lease Term Sheet

The following Lessee is requesting RCB Bank to serve as Lessor with respect to obtaining lease-purchase financing for the specified equipment acquisitions of the Lessee, as set out below. Please provide the information requested for this lease-purchase transaction to RCB Bank.

		Date:	10/4/2021
Name of Lessee:	Pryor Creek Police Department	TIN:	
Contact Name:	James Willyard	Phone:	918-285-1212
Email:	willyardj@pryorcreek.org	Fax:	918-825-2223
Physical Address:	214 South Mill Pryor, OK 74361		
Mailing Address:	214 South Mill Pryor, OK 74361		

Equip/Property Description:	Six 2022 Ford Police Interceptors (Vehicles Only)
------------------------------------	---

Vendor:	TBD		
Vendor Contact:		Phone:	

Amt of Lease:	\$237,148.00	Terms:	3 or 4 years Options. (see below)
Est Delivery Date:	TBD		

Interest Commences: Date set out in Amortization Schedule or as Otherwise Agreed Upon.

Nature of Lease: The lease-purchase will be between the Lessee and the successful financier. A form of the lease is available from RCB Bank.

Other Matters: RCB Bank will use the state 120-b lease form plus our attachments

The Payments below include a \$175 attorney review cost plus a \$100 per perfection fee.

The Lease is subject to financial underwriting and RCB Board approval.

Quoted Rates are good for 30 days from Bid Date.

RCB – LEASE BID / FINANCING TERMS

Equipment Lease Options

	Term	Rate		Estimated Payment Amount	Payment Structure
<input type="checkbox"/>	36 mo.	2.20%	On an Actual/360 basis	\$ 6,821.16	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annual
<input type="checkbox"/>	48 mo.	2.20%	On an Actual/360 basis	\$ 5,171.67	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annual

Name of Lessor: RCB Bank
Jason Johnson, VP
Address of Lessor: 2901 N 14th St.
Ponca City, OK 74601
Phone: 580-718-2707
Email: jjohnson@bankrcb.net

RCB Bank – Municipal Lease Term Sheet

The following Lessee is requesting **RCB Bank** to serve as Lessor with respect to obtaining lease-purchase financing for the specified equipment acquisitions of the Lessee, as set out below. Please provide the information requested for this lease-purchase transaction to **RCB Bank**.

		Date:	10/4/2021
Name of Lessee:	Pryor Creek Police Department	TIN:	
Contact Name:	James Willyard	Phone:	918-285-1212
Email:	willyardj@pryorcreek.org	Fax:	918-825-2223
Physical Address:	214 South Mill Pryor, OK 74361		
Mailing Address:	214 South Mill Pryor, OK 74361		

Equip/Property Description:	Six 2022 Ford Police Interceptors (Fully Equipped)
------------------------------------	--

Vendor:	TBD		
Vendor Contact:		Phone:	

Amt of Lease:	\$309,148.00	Terms:	3 or 4 years Options. (see below)
Est Delivery Date:	TBD		

Interest Commences: Date set out in Amortization Schedule or as Otherwise Agreed Upon.

Nature of Lease: The lease-purchase will be between the Lessee and the successful financier. A form of the lease is available from RCB Bank.

Other Matters: RCB Bank will use the state 120-b lease form plus our attachments

The Payments below include a \$175 attorney review cost plus a \$100 per perfection fee.

The Lease is subject to financial underwriting and RCB Board approval.

Quoted Rates are good for 30 days from Bid Date.

RCB – LEASE BID / FINANCING TERMS

Equipment Lease Options

				Estimated		
Term	Rate			Payment Amount	Payment Structure	
<input type="checkbox"/> 36 mo.	1.95%	On an Actual/360 basis		\$ 8,855.92	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annual
<input type="checkbox"/> 48 mo.	1.95%	On an Actual/360 basis		\$ 6,706.22	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annual

Name of Lessor: RCB Bank
Jason Johnson, VP
Address of Lessor: 2901 N 14th St.
Ponca City, OK 74601
Phone: 580-718-2707
Email: jjohnson@bankrcb.net

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800



QUOTE

DATE	9/14/2021
QUOTE NUMBER	000Q7312
EXPIRATION DATE	10/14/2021
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:
City of Pryor Creek

SHIP TO:
City of Pryor Creek

Any Questions? Call 405-282-3800

Gerry "Gary" Branch

Kevin Tramel
PO Box 1167
214 S. Mill
PRYOR, OK 74362
(918)825-1212

Kevin Tramel
PO Box 1167
214 S. Mill
PRYOR, OK 74362
(918)825-1212

Qty	OPTION	Description	Unit Price	Ext. Price
6	K8A	2022 Ford Police Interceptor Utility	\$33,472.00	\$200,832.00
6	AWD	All Wheel Drive	\$0.00	\$0.00
6	99C	Engine: 3.0L V6 EcoBoost	\$4,162.00	\$24,972.00
6	44U	Transmission: 10-Speed Automatic	\$0.00	\$0.00
6	55F	Remote Keyless Entry Key Fob w/o Key Pad	\$330.00	\$1,980.00
6	51T	Driver Only LED Spot Lamp	\$0.00	\$0.00
6	43D	Dark Car Feature	\$25.00	\$150.00
6	76D	Underbody Deflector Plate	\$325.00	\$1,950.00
6	92G	Solar Glass	\$129.00	\$774.00
6	61B	OBD-II Split Connector	\$52.80	\$316.80
6	18D	Global Lock/Unlock Feature	\$0.00	\$0.00
6	76R	Reverse Sensing System	\$264.00	\$1,584.00
6	67U	Ultimate Wiring Package	\$549.00	\$3,294.00
6	17A	Rear Auxiliary Air Conditioning	\$0.00	\$0.00
6	60R	Noise Suppression Bonds (Ground Straps)	\$96.00	\$576.00
6	593	Perimeter Anti-Theft Alarm	\$120.00	\$720.00
6	96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00	\$0.00
6	YZ	Oxford White	\$0.00	\$0.00
SubTotal: \$39,524.80 Each				\$237,148.80

Accepted By: _____

Terms:

- 1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE
- 2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.
- 3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE
- 4) BALANCE DUE AT DELIVERY UNLESS PREVIOUSLY ARRANGED

SUB-TOTAL	\$237,148.80
	\$0.00
TOTAL DUE	\$237,148.80

Visual Force, Inc.
2720 North Highway 167
Catoosa, OK 74015



Quote

Phone 918-739-4555
Fax 918-739-4557

Date	Quote #
10/12/2021	3713

Name / Address
Pryor Police Department Capt. Tramel 214 South Mill Pryor, OK 74361

PRICES GOOD FOR 30 DAYS FROM DATE OF QUOTE

Rep

MAS

Item	Description	Qty	U/M	Cost	Total
Installation	Installation 2022 Ford PI Utility	18	hr	80.00	1,440.00
SO-ENFWBF(8...	Nforce 8mod 12LED Split/Full Frt DualColor R/W-B/W with full scene light	1		864.45	864.45
SO-ENT2B3RBW	SoundOff Intreptr 18LED Undr Mirror RBW	2		159.63	319.26
SO-PNT1CRV05	SoundOff Intsctr Adapter PI Utility (pair)	1		6.63	6.63
SO-ENFSGS4B...	SoundOff NForce Sngl Deck Grill 18LED Blk B/R/W (Rear Side Door Windows)	2		129.03	258.06
SO-ENFTCDG...	SoundOff Trfc Cntr 6mod 12LED Dual Color Int R/A-B/A with traffic dir (Rear Window)	1		559.47	559.47
SO-EMPS2QM...	SoundOff MPwr 4" 18LED Quick Mt RBW (Tag area)	2		116.79	233.58
SO-ELUC2S01...	D-Soundoff UC LED insert R/W (On Front/Rear Bumper)	2		67.83	135.66
SO-ELUC2S010E	D-Soundoff UC LED insert B/W (On Front/Rear Bumper)	2		67.83	135.66
SO-PLUC2HSW	SoundOff UC Bezel White Hsing	4		8.00	32.00
SO-ESLRL6105D	SoundOff SL Running Lt R/W	1		275.00	275.00
SO-ESLRL6105E	SoundOff SL Running Lt B/W	1		275.00	275.00
SO-PSLVBK01	SoundOff SL Running Lt Brkt Kit 20-21 Util	1		46.00	46.00
GO-5344-4L51	GoRhino P/B 20-21 PI Uti 4 Lt SoundOff nForce	1		459.00	459.00
SO-ENFSSS2R	SoundOff NForce Sngl S/M Blk 9LED Red (Bumper cross bar)	2		115.00	230.00
SO-ENFSSS2B	SoundOff NForce Sngl S/M Blk 9LED Blue (Bumper cross bar)	2		116.00	232.00
SO-EMPS2QM...	SoundOff MPwr 4" 18LED Quick Mt RBW (Side of bumper)	2		134.00	268.00
SO-ETSS100J5	SoundOff Speaker 100J5	2		183.00	366.00
SO-ETSKLF200	SoundOff AfterShock Speaker System	1		535.50	535.50
EQUIP-VARIO...	SoundOff Aftershock Speaker Mt ETSSLVBK07 and ETSSLVBK09	1		96.00	96.00
SO-ENGSA582...	SoundOff BluPrt 500 Series Cnsl Siren w/Buttons	1		680.34	680.34
SO-ENGND041...	SoundOff BluPrt 50amp Remote Node	1		218.00	218.00
SO-ENGHNK02	D-SoundOff BluPrt remote Node Hrns Kit	1		20.00	20.00
JO-425-6512	Jotto MaxDepth Console 2020 PI Util	1		566.00	566.00
Thank you for your business.				Total	

Visual Force, Inc.
2720 North Highway 167
Catoosa, OK 74015



Quote

Date	Quote #
10/12/2021	3713

Phone 918-739-4555
Fax 918-739-4557

Name / Address
Pryor Police Department Capt. Tramel 214 South Mill Pryor, OK 74361

PRICES GOOD FOR 30 DAYS FROM DATE OF QUOTE

Rep

MAS

Item	Description	Qty	U/M	Cost	Total
JO-425-3704	Jotto Dual ABS Cup Holder	1		55.00	55.00
JO-425-6260	Jotto Arm Rest-Upper Structure 7.75x8x8	1		68.00	68.00
JO-425-6651	Jotto FacePlt 12v outlet	1		53.00	53.00
SE-GK11191B1...	Setina Dual T-Rail 1-1082E Blac/Rac 1 sm w/hndcuf	1		789.00	789.00
SE-GF1092ITU12	Setina T-Rail Free Stand Kit Ford Intrcpt Utility 20/21	1		239.00	239.00
JO-475-0067	Jotto Rear Barrier A/B cmplt 20+ Ford PI	1		460.00	460.00
Coax w/Mini Co...	Larid Coax w/ Mini Connector	1		22.00	22.00
TE-47999	Larid Ant 806-866 Black Phantom	1		37.00	37.00
Installation	Installation of Watchguard Video System	5	hr	80.00	400.00
	Per vehicle quotation				
	SoundOff Signal products quoted per NASPO/SW141 Agreement				
	Customer providing Radio, Radar System, Video System and computer mount/docking station				
Thank you for your business.			Total \$10,374.61		



918.825.6422 **LOGO DESIGN PRINT MEDIA SETUP**
VEHICLE GRAPHICS DIGITAL PRINTS CUSTOM SIGNS

**PROJECT
QUOTE**

PremierSignsDesign.com

Estimate #6732

10/4/2021

Prepared For:

PRYOR CREEEK POLICE DEPT
James Willyard
214 South Mill Street
Pryor, OK 74361

Phone: 918-825-1212

Fax:

Alt. Phone:

Email: willyardj@pryorok.org

Prepared By:

Justin Hare
Premier Signs and Designs
210 S. Mill St.
Pryor, OK 74361-5222 USA

Phone: 9188256422

Fax: 9188255306

Alt. Phone:

Email: justin@premiersignsdesign.com

Description: 2022 Ford Explorer Pricing

Quantity	Description	Each	Total	Taxable
6	Printed Striping & Graphics 2 Sides & Back (Per Unit)	575.00	\$3,450.00	
6	Installation per Unit	325.00	\$1,950.00	
		Subtotal	\$5,400.00	
		Total	\$5,400.00	

Terms: Payment due at time of completion.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by

Date

Amt. Paid Today

INSTALLMENTS

THIS AMORTIZATION SCHEDULE IS GIVEN AS A GUIDELINE FOR THE APPLICATION OF PAYMENTS. IT ASSUMES THAT EVERY PAYMENT IS MADE ON THE DATE DUE. PAYMENTS ARE APPLIED AS OF THE DAY THE PAYMENT IS MADE.

Date of Loan: 10/12/2021 **Interest Method:** Actual / 360
Payment Amount: \$5,121.72 **Interest Type:** Regular
Loan Amount: \$237,148.00 **Interest Rate:** 1.7500%

INSTALLMENTS AMORTIZATION SCHEDULE

Pmt#	Pmt Date	Days	Interest	Principal	Interest TD	Balance
	10/12/2021		\$0.00	\$0.00	\$0.00	\$237,148.00
1	11/12/2021	31	\$357.37	\$4,764.35	\$357.37	\$232,383.65
2	12/12/2021	30	\$338.89	\$4,782.83	\$696.26	\$227,600.82
3	01/12/2022	31	\$342.98	\$4,778.74	\$1,039.24	\$222,822.08
4	02/12/2022	31	\$335.78	\$4,785.94	\$1,375.02	\$218,036.14
5	03/12/2022	28	\$296.77	\$4,824.95	\$1,671.79	\$213,211.19
6	04/12/2022	31	\$321.30	\$4,800.42	\$1,993.09	\$208,410.77
7	05/12/2022	30	\$303.93	\$4,817.79	\$2,297.02	\$203,592.98
8	06/12/2022	31	\$306.80	\$4,814.92	\$2,603.82	\$198,778.06
9	07/12/2022	30	\$289.88	\$4,831.84	\$2,893.70	\$193,946.22
10	08/12/2022	31	\$292.27	\$4,829.45	\$3,185.97	\$189,116.77
11	09/12/2022	31	\$284.99	\$4,836.73	\$3,470.96	\$184,280.04
12	10/12/2022	30	\$268.74	\$4,852.98	\$3,739.70	\$179,427.06
13	11/12/2022	31	\$270.39	\$4,851.33	\$4,010.09	\$174,575.73
14	12/12/2022	30	\$254.59	\$4,867.13	\$4,264.68	\$169,708.60
15	01/12/2023	31	\$255.74	\$4,865.98	\$4,520.42	\$164,842.62
16	02/12/2023	31	\$248.41	\$4,873.31	\$4,768.83	\$159,969.31
17	03/12/2023	28	\$217.74	\$4,903.98	\$4,986.57	\$155,065.33
18	04/12/2023	31	\$233.67	\$4,888.05	\$5,220.24	\$150,177.28
19	05/12/2023	30	\$219.01	\$4,902.71	\$5,439.25	\$145,274.57
20	06/12/2023	31	\$218.92	\$4,902.80	\$5,658.17	\$140,371.77
21	07/12/2023	30	\$204.71	\$4,917.01	\$5,862.88	\$135,454.76
22	08/12/2023	31	\$204.12	\$4,917.60	\$6,067.00	\$130,537.16
23	09/12/2023	31	\$196.71	\$4,925.01	\$6,263.71	\$125,612.15
24	10/12/2023	30	\$183.18	\$4,938.54	\$6,446.89	\$120,673.61
25	11/12/2023	31	\$181.85	\$4,939.87	\$6,628.74	\$115,733.74
26	12/12/2023	30	\$168.78	\$4,952.94	\$6,797.52	\$110,780.80
27	01/12/2024	31	\$166.94	\$4,954.78	\$6,964.46	\$105,826.02
28	02/12/2024	31	\$159.47	\$4,962.25	\$7,123.93	\$100,863.77
29	03/12/2024	29	\$142.19	\$4,979.53	\$7,266.12	\$95,884.24
30	04/12/2024	31	\$144.49	\$4,977.23	\$7,410.61	\$90,907.01
31	05/12/2024	30	\$132.57	\$4,989.15	\$7,543.18	\$85,917.86
32	06/12/2024	31	\$129.47	\$4,992.25	\$7,672.65	\$80,925.61
33	07/12/2024	30	\$118.02	\$5,003.70	\$7,790.67	\$75,921.91
34	08/12/2024	31	\$114.41	\$5,007.31	\$7,905.08	\$70,914.60
35	09/12/2024	31	\$106.86	\$5,014.86	\$8,011.94	\$65,899.74
36	10/12/2024	30	\$96.10	\$5,025.62	\$8,108.04	\$60,874.12
37	11/12/2024	31	\$91.73	\$5,029.99	\$8,199.77	\$55,844.13
38	12/12/2024	30	\$81.44	\$5,040.28	\$8,281.21	\$50,803.85
39	01/12/2025	31	\$76.56	\$5,045.16	\$8,357.77	\$45,758.69
40	02/12/2025	31	\$68.96	\$5,052.76	\$8,426.73	\$40,705.93
41	03/12/2025	28	\$55.41	\$5,066.31	\$8,482.14	\$35,639.62
42	04/12/2025	31	\$53.71	\$5,068.01	\$8,535.85	\$30,571.61
43	05/12/2025	30	\$44.58	\$5,077.14	\$8,580.43	\$25,494.47
44	06/12/2025	31	\$38.42	\$5,083.30	\$8,618.85	\$20,411.17
45	07/12/2025	30	\$29.77	\$5,091.95	\$8,648.62	\$15,319.22
46	08/12/2025	31	\$23.09	\$5,098.63	\$8,671.71	\$10,220.59
47	09/12/2025	31	\$15.40	\$5,106.32	\$8,687.11	\$5,114.27
48	10/12/2025	30	\$7.46	\$5,114.27	\$8,694.57	\$0.00

INSTALLMENTS

THIS AMORTIZATION SCHEDULE IS GIVEN AS A GUIDELINE FOR THE APPLICATION OF PAYMENTS. IT ASSUMES THAT EVERY PAYMENT IS MADE ON THE DATE DUE. PAYMENTS ARE APPLIED AS OF THE DAY THE PAYMENT IS MADE.

Date of Loan: 10/12/2021 Interest Method: Actual / 360
 Payment Amount: \$6,676.72 Interest Type: Regular
 Loan Amount: \$309,148.00 Interest Rate: 1.7500%

INSTALLMENTS AMORTIZATION SCHEDULE

Pmt#	Pmt Date	Days	Interest	Principal	Interest TD	Balance
	10/12/2021		\$0.00	\$0.00	\$0.00	\$309,148.00
1	11/12/2021	31	\$465.87	\$6,210.85	\$465.87	\$302,937.15
2	12/12/2021	30	\$441.78	\$6,234.94	\$907.65	\$296,702.21
3	01/12/2022	31	\$447.11	\$6,229.61	\$1,354.76	\$290,472.60
4	02/12/2022	31	\$437.73	\$6,238.99	\$1,792.49	\$284,233.61
5	03/12/2022	28	\$386.87	\$6,289.85	\$2,179.36	\$277,943.76
6	04/12/2022	31	\$418.85	\$6,257.87	\$2,598.21	\$271,685.89
7	05/12/2022	30	\$396.21	\$6,280.51	\$2,994.42	\$265,405.38
8	06/12/2022	31	\$399.95	\$6,276.77	\$3,394.37	\$259,128.61
9	07/12/2022	30	\$377.90	\$6,298.82	\$3,772.27	\$252,829.79
10	08/12/2022	31	\$381.00	\$6,295.72	\$4,153.27	\$246,534.07
11	09/12/2022	31	\$371.51	\$6,305.21	\$4,524.78	\$240,228.86
12	10/12/2022	30	\$350.33	\$6,326.39	\$4,875.11	\$233,902.47
13	11/12/2022	31	\$352.48	\$6,324.24	\$5,227.59	\$227,578.23
14	12/12/2022	30	\$331.88	\$6,344.84	\$5,559.47	\$221,233.39
15	01/12/2023	31	\$333.39	\$6,343.33	\$5,892.86	\$214,890.06
16	02/12/2023	31	\$323.83	\$6,352.89	\$6,216.69	\$208,537.17
17	03/12/2023	28	\$283.84	\$6,392.88	\$6,500.53	\$202,144.29
18	04/12/2023	31	\$304.62	\$6,372.10	\$6,805.15	\$195,772.19
19	05/12/2023	30	\$285.50	\$6,391.22	\$7,090.65	\$189,380.97
20	06/12/2023	31	\$285.39	\$6,391.33	\$7,376.04	\$182,989.64
21	07/12/2023	30	\$266.86	\$6,409.86	\$7,642.90	\$176,579.78
22	08/12/2023	31	\$266.10	\$6,410.62	\$7,909.00	\$170,169.16
23	09/12/2023	31	\$256.44	\$6,420.28	\$8,165.44	\$163,748.88
24	10/12/2023	30	\$238.80	\$6,437.92	\$8,404.24	\$157,310.96
25	11/12/2023	31	\$237.06	\$6,439.66	\$8,641.30	\$150,871.30
26	12/12/2023	30	\$220.02	\$6,456.70	\$8,861.32	\$144,414.60
27	01/12/2024	31	\$217.62	\$6,459.10	\$9,078.94	\$137,955.50
28	02/12/2024	31	\$207.89	\$6,468.83	\$9,286.83	\$131,486.67
29	03/12/2024	29	\$185.36	\$6,491.36	\$9,472.19	\$124,995.31
30	04/12/2024	31	\$188.36	\$6,488.36	\$9,660.55	\$118,506.95
31	05/12/2024	30	\$172.82	\$6,503.90	\$9,833.37	\$112,003.05
32	06/12/2024	31	\$168.78	\$6,507.94	\$10,002.15	\$105,495.11
33	07/12/2024	30	\$153.85	\$6,522.87	\$10,156.00	\$98,972.24
34	08/12/2024	31	\$149.15	\$6,527.57	\$10,305.15	\$92,444.67
35	09/12/2024	31	\$139.31	\$6,537.41	\$10,444.46	\$85,907.26
36	10/12/2024	30	\$125.28	\$6,551.44	\$10,569.74	\$79,355.82
37	11/12/2024	31	\$119.58	\$6,557.14	\$10,689.32	\$72,798.68
38	12/12/2024	30	\$106.16	\$6,570.56	\$10,795.48	\$66,228.12
39	01/12/2025	31	\$99.80	\$6,576.92	\$10,895.28	\$59,651.20
40	02/12/2025	31	\$89.89	\$6,586.83	\$10,985.17	\$53,064.37
41	03/12/2025	28	\$72.23	\$6,604.49	\$11,057.40	\$46,459.88
42	04/12/2025	31	\$70.01	\$6,606.71	\$11,127.41	\$39,853.17
43	05/12/2025	30	\$58.12	\$6,618.60	\$11,185.53	\$33,234.57
44	06/12/2025	31	\$50.08	\$6,626.64	\$11,235.61	\$26,607.93
45	07/12/2025	30	\$38.80	\$6,637.92	\$11,274.41	\$19,970.01
46	08/12/2025	31	\$30.09	\$6,646.63	\$11,304.50	\$13,323.38
47	09/12/2025	31	\$20.08	\$6,656.64	\$11,324.58	\$6,666.74
48	10/12/2025	30	\$9.72	\$6,666.74	\$11,334.30	\$0.00

Bank of Commerce
PO Box 1047
Pryor, OK 74362

LEASE/PURCHASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, __, by and between Bank of Commerce, Pryor, Oklahoma, hereinafter referred to as LESSOR, and the City of Pryor Creek, of Mayes County, Oklahoma, hereinafter referred to as LESSEE acting by and through its City Council, pursuant to a resolution duly adopted at a City Council meeting on the ____ day of __, __.

LESSOR leases to LESSEE AND LESSEE leases from LESSOR that certain Equipment and/or vehicles (referred to collectively as Equipment in the remainder of this agreement) described as follows:

See Exhibit "A" attached hereto

ARTICLE I **LEASE PAYMENTS**

Subject to the provisions of Article 18, LESSEE shall pay as lease payments for the equipment described in Exhibit A the sums described in Exhibit B (Payment Schedule), with _____ being the first payment and continuing each month thereafter by the __ day of each month, consisting of principal and interest and one (1) final installment payment consisting of the full amount of the principal and all accrued interest remaining due and payable on the maturity date of _____. LESSEE warrants that funds sufficient to pay said lease now, or will be, legally at the disposal of LESSEE and that the obligation assumed by the LESSEE hereunder is not in excess of the income and revenues provided for such purposes.

The total purchase price, exclusive of interest, of the leased equipment is _____. The interest rate is 1.75% simple interest.

ARTICLE II **DELIVERY OF EQUIPMENT**

LESSOR shall use all reasonable diligence to deliver the leased equipment to LESSEE on the execution of this lease but shall not be liable to LESSEE for any failure or delay in obtaining the equipment or making delivery if LESSOR shall have exercised reasonable diligence in attempting to make such delivery.

ARTICLE III **USE OF EQUIPMENT**

LESSEE shall not use or permit the use of the leased equipment in a negligent or improper manner or in violation of any law.

ARTICLE IV **MAINTENANCE AND REPAIRS**

Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use of the equipment during the lease term, shall be at the LESSEE'S expense. LESSEE agrees to maintain the equipment at their own expense.

ARTICLE V
RISK OF LOSS AND DAMAGE

LESSEE shall bear all risks of damage or loss of the equipment. All replacement, repairs, or substitutions of parts or equipment shall be at the cost and expense of the LESSEE and shall be accessions to the equipment. LESSEE at all times and at LESSEE'S expense, shall keep the equipment in good working order, condition and repair, reasonable wear and tear excepted. The lease payment shall not be prorated or abated while the equipment is being serviced or repaired.

ARTICLE VI
INDEMNITY OF LESSOR

To the extent permitted by law, LESSEE shall indemnify LESSOR against, and hold LESSOR harmless from any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney fees and court costs, arising in connection with the use of the equipment, including, but not limited to, its selection, possession, use, and operation.

ARTICLE VII
ALTERATIONS

The LESSEE will not make any alterations, additions or improvements to the equipment without LESSOR'S prior written consent unless such alterations, additions or improvements may be readily removed without damage to the equipment.

ARTICLE VIII
ASSIGNMENT

Without LESSOR'S prior written consent, the LESSEE will neither (1) assign, transfer, pledge or grant any security interest in or otherwise dispose of this lease or the equipment or (2) sublet or lend the equipment or permit it to be used by anyone other than LESSEE OR LESSEE'S employees.

ARTICLE IX
DISCLAIMER OR WARRANTIES

LESSEE acknowledges and agrees that the equipment is of a size, design and capacity selected by LESSEE; that the LESSOR is neither a manufacturer nor a vendor of such equipment; and, that the LESSOR has not made, and does not hereby make, any representation, warranty, or covenant, expressed or implied, with respect the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the equipment in any respect whatsoever or in connection with or for the purposes and use of LESSEE, or any other representation, warranty or covenant of any kind or character, express or implied, with respect thereto, and LESSOR shall not be obligated or liable for actual, incidental, consequential, or other damages of or to LESSEE or any other person or entity arising out of or in connection with the use or performance of the equipment and the maintenance thereof.

ARTICLE X
EVENT OF DEFAULT

The term, "Event of Default", as used herein, means the occurrence of any one or more of the following events: (1) LESSEE fails to make any lease payment (or any other payment) as may become due in accordance with the terms of this lease; (2) LESSEE fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder; (3) the discovery by LESSOR that any statement, representation, or warranty made by LESSEE in this lease or in writing delivered by LESSEE is false, misleading, or erroneous in any material respect; or (4) an attachment, levy or execution is threatened or levied upon or against the equipment.

ARTICLE XI
REMEDIES

Upon default by the LESSEE, the Equipment shall be surrendered and delivered to the LESSOR and the LESSOR may take possession of it where ever it may be found, with or without process of law, for that purpose may enter upon the premises of the LESSEE. On default, the LESSEE by operation of law or otherwise, shall have no right, title or interest in the Equipment or in its possession or use and the LESSOR shall retain all lease payments and other sums paid by LESSEE under this agreements with respect to the Leased Property.

ARTICLE XII
RETURN OF EQUIPMENT

Upon the expiration of the Lease term and unless the option to purchase hereinafter set forth is exercised, the LESSEE shall return the Leased Property to the LESSOR in the same condition as when received, less reasonable wear and tear.

ARTICLE XIII
OPTION TO PURCHASE

If LESSEE is not in default in LESSEE'S obligations under the lease, LESSEE shall have the option to purchase the equipment "AS IS" at any time during the lease Upon payment of the purchase price plus interest due LESSOR. LESSOR will then deliver title to the equipment to the LESSEE. Unless the LESSEE exercises this purchase option, LESSEE has no ownership interest in the equipment, except LESSEE'S right to possess and use the equipment under the terms and conditions of this lease.

ARTICLE XIV
WAIVER

Failure of LESSOR in any one or more instances to insist on the performance of any of the terms of this lease or to exercise any right or privilege contained herein or the waiver of any breach of any terms of this lease shall not hereafter be construed as a waiver of such terms which shall continue in force as if no such waiver had occurred.

ARTICLE XV
NOTICES

Any notice to be given under this agreement shall be deemed given when sent by registered mail or certified mail to address herein contained of the party to be notified.

ARTICLE XVI
GOVERNING LAW

This lease shall be governed by and construed under the laws of the State of Oklahoma.

ARTICLE XVII
SUCCESSION

This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

ARTICLE XVIII

This agreement shall terminate on _____, _____ unless the same is renewed by mutual ratification in accordance with the provisions of 62 O.S. 430.1. Lessee agrees that unless the Lessee votes not to ratify this agreement for the next ensuing fiscal year at its regular meeting, then such non-action by the LESSEE shall be construed as ratification of the contract for the next ensuing fiscal year. Lessor hereby ratifies the continuation of the agreement through _____. Lessor and Lessee agree that under no circumstances will the agreement be extended beyond _____. When the lease, by prepayment or as scheduled in Exhibit B, attached, shall have paid a sum equal to the purchase price plus interest at the agreed rate, then in the event, the equipment shall become the property of the Lessee and Lessor agrees to execute and deliver to Lessee a good and sufficient bill of sale or other proper evidence of title thereto.

ARTICLE XIX
INSURANCE

Lessee, will, at its expense, maintain at all times during the Lease Term, comprehensive coverage, public liability and property damage insurance with respect to the Leased Property in such amounts, covering such risks and obligations set forth in Article V, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Purchase Option with respect to such Leased Property. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor a least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear.

Upon acceptance of the Leased Property and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. If at any time during the Lease Term, Lessee shall not have provided Lessor with such certificate, Lessor may obtain the above described insurance, and Lessee will reimburse Lessor upon demand of the costs thereof including interest at the overdue rate from the date that Lessor incurred such cost to the date of reimbursement by Lessee. In the event that Lessee has been permitted to self-insure against the risks and obligations set forth in Article V, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Leased Property, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

ARTICLE XX
Title and Filing

Lessor or its assignee will retain title to the Leased Property and any and all additions, repairs, replacements, or modifications thereof during the term of this Agreement. Title to the Leased Property will pass to Lessee upon Lessee's payment of amounts due hereunder. Lessor agrees to execute such instruments and do such things as Lessee reasonable requests in order to effectuate the passage of title to the Leased Property to Lessee. At the end of the lease term and upon the payment of all payments due hereunder, Lessor agrees to transfer title to all Leased Property being leased if such transfer has not already occurred.

Lessee authorizes Lessor to make the Lessor's security interest a matter of public record by filings of any documents Lessor deems necessary for that purpose. Lessee agrees to sign or execute such documents at its expense to evidence its consent to filing. Lessee agrees to timely file the appropriate IRS Form 8038-G or 8038-GC.

IN WITNESS WHEREOF, the parties have executed this agreement as of the _____ day of _____, _____

LESSOR:

" Bank of Commerce "

ATTEST:

BY: _____
Adam Anderson, President

City of Pryor Creek, Oklahoma, LESSEE:

BY: _____
LARRY LEES, MAYOR

This agreement reviewed and approved by the City Council for the City of Pryor Creek, Oklahoma in regular session by majority vote of the City Council on the ____ day of _____, 2021

ATTEST:

Eva Smith, City Clerk for City of Pryor Creek, Oklahoma

Approved as to form and legality:

K. Ellis Ritchie,
City Attorney for City of Pryor Creek, Oklahoma

STATE OF OKLAHOMA)
)
COUNTY OF MAYES) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this _____th day of _____, personally appeared _____, Executive Vice President of " Bank of Commerce ", to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed of said Corporation, for the used and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public:
My Commission Expires: _____

STATE OF OKLAHOMA)
)
COUNTY OF MAYES) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this _____th day of _____, personally
Appeared Larry Lees in his capacity as Mayor for the City of Pryor Creek, Oklahoma to me known to be the identical person(s) representing the City of Pryor Creek, who executed the within and foregoing instrument and acknowledged to me that they executed the same as the free and voluntary act of the said City in his official capacity as Mayor for the said City. for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public:
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF EQUIPMENT

City of Pryor Creek

DTD: _____

EXHIBIT C

LEASE PAYMENTS / PAYMENT SCHEDULE

City of Pryor Creek

DTD: _____

Date	Payment	Interest	Principal	Balance
Total				

**SECTION 265(b)(3)(B) ELECTION UNDER THE PROVISIONS OF
THE INTERNAL REVENUE CODE OF 1986, AS AMENDED,
AND RELATED TAX COVENANTS OF THE LESSEE**

The undersigned, City of Pryor Creek, Mayes County, Oklahoma is the Lessee (herein "Lessee and obligor") under a certain Lease/Purchase Agreement (herein "Lease") dated as of _____ made and entered into with Bank of Commerce, Pryor, Oklahoma, as Lessor (herein "Lessor"). This Lease represents that the Lessee is acquiring and desires to finance the Equipment by entering into an Equipment Lease/Purchase Agreement with Lessor (herein "Lease Facilities").

WHEREAS, the Lessee has on or about _____ authorized the financing of the lease/purchase of such Equipment and the financing thereof, and, now, desires to designate all Lease Payment Obligations authorized by the official actions of the Lessee relating to the Lease for purposes of Paragraph (3) of Section 265(b) of the Code as "Qualified Tax-Exempt Obligations", and further desires to certify that not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable (under Section 103(a) of the Code) from gross income for Federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Lease Payment Obligations, have been or shall be issued by the Lessee, including all subordinate entities of the Lessee, during the calendar year _____.

NOW THEREFORE, the Lessee hereby delegates the Lease Payment Obligations related to the Lease for the purposes of Paragraph (3) of Section 265(b) of the Code "Qualified tax-exempt Obligations" and covenants that not more than \$10,000,000 aggregate principal amount of the obligations, the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Lease Payment Obligations, have been or shall be issued by the Lessee, including all subordinate entities of the Lessee, during the calendar year _____.

This instrument to be binding on the undersigned and may be relied upon by Special Tax Counsel in rendering its Opinion related to this financing and the actions herein expressed shall be effective as of the day of _____, immediately prior to the issuance and delivery of the Payment Obligations.

CITY OF PRYOR CREEK, MAYES COUNTY, OKLAHOMA

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C
FORM OF ACCEPTANCE CERTIFICATE

I, the undersigned, being duly sworn hereby certify and state that I am the duly qualified and acting Officer of City of Pryor Creek, Mayes County, Oklahoma (the "Lessee"), and, with respect to the Lease/Purchase Agreement dated as of _____ (the "Lease"), by and between Bank of Commerce, Pryor, Oklahoma, (the "Lessor") and Lessee, I further certify, as follows:

1. The Lease Facilities described in the Lease (the "Lease Facilities") has been delivered and installed in accordance with the Specification (as the term is defined in the Lease) and has been irrevocably accepted by Lessee.

2. The lease payments provided for in the Lease (the "Lease Payments") shall commence and be due and payable on _____ and on the _____ day of each Lease Payment Period thereafter in accordance with the Lease.

3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Lease Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied for payment of all Lease Payments due and payable during such current fiscal year.

4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Lease Facilities and the Lease Payments.

5. During the Lease term (as defined in the Lease) the Lease Equipment will be used by Lessee only to perform essential government functions.

Dated: _____

LESSEE:
(CITY SEAL)

City of Pryor Creek

By: _____

Name: _____

Title: _____

(To be executed and delivered at the time of delivery of the Lease Facilities)

RCB BANK

That's my bank!

Payoff Request

Date: 08/13/21
To: RCB Bank
Attn: Steven W Arric
Fax: _____

City of Pryor
LOAN: 2789543

LEGAL: Blanket resolution on all CD's Dated 4/11/2011 CD 620427
2018 Ford Explorer VIN 1FM5K8ATXJGA99552
2018 Ford Explorer VIN 1FM5K8AT1JGA99553
2018 Ford Explorer VIN 1FM5K8AT3JGA99554
2018 Ford Explorer VIN 1FM5K8AT5JGA99555
2018 Ford Explorer VIN 1FM5K8AT9JGA99557
2018 Ford Explorer VIN 1FM5K8AT7JGA99556

Balance:	<u>\$36,820.99</u>
Interest	<u>-\$127.72</u>
Payoff Fee:	_____
Escrow	_____
Memo Post Amount	_____
Secondary Interest	_____
Late Charges	_____
Total	<u>\$36,693.27</u>

Please Add \$2.20 PERDAY

**payoffs only given as of todays date, please add per diem accordingly.

Upon Receiving the correct payoff, all RCB Bank

Liens And Mortgages and Assignment of Rents will be released.

If this loan is a line of credit-our Borrower must send a written

Request for loan to be closed.

RCB BANK
Jamie D Colbert
918-342-7114
918.342.7160 Fax

Overnight Address:
300 W Patti Page Blvd
Claremore, Ok 74017

Address:
PO Box 189
Claremore, Ok 74018

Bank of Commerce
PO Box 1047
Pryor, OK 74362

LEASE/PURCHASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 4th day of February 2020, by and between Bank of Commerce, Pryor, Oklahoma, hereinafter referred to as LESSOR, and the City of Pryor Creek, of Mayes County, Oklahoma, hereinafter referred to as LESSEE acting by and through its City Council, pursuant to a resolution duly adopted at a City Council meeting on the 21st day of January 2020.

LESSOR leases to LESSEE AND LESSEE leases from LESSOR that certain Equipment described as follows:

See Exhibit "A" attached hereto

ARTICLE I **LEASE PAYMENTS**

Subject to the provisions of Article 18, LESSEE shall pay as lease payments for the equipment described in Exhibit A the sums described in Exhibit B (Payment Schedule), with March 4, 2020 being the first payment and continuing each month thereafter by the 4th day of each month, consisting of principal and interest and one (1) final installment payment consisting of the full amount of the principal and all accrued interest remaining due and payable on the maturity date of February 4, 2024. LESSEE warrants that funds sufficient to pay said lease now, or will be, legally at the disposal of LESSEE and that the obligation assumed by the LESSEE hereunder is not in excess of the income and revenues provided for such purposes.

The total purchase price, exclusive of interest, of the leased equipment is \$246,332.46. The interest rate is 2.25% simple interest.

ARTICLE II **DELIVERY OF EQUIPMENT**

LESSOR shall use all reasonable diligence to deliver the leased equipment to LESSEE on the execution of this lease, but shall not be liable to LESSEE for any failure or delay in obtaining the equipment or making delivery if LESSOR shall have exercised reasonable diligence in attempting to make such delivery.

ARTICLE III **USE OF EQUIPMENT**

LESSEE shall not use or permit the use of the leased equipment in a negligent or improper manner or in violation of any law.

ARTICLE IV **MAINTENANCE AND REPAIRS**

Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use of the equipment during the lease term, shall be at the LESSEE'S expense. LESSEE agrees to maintain the equipment at their own expense.

ARTICLE V
RISK OF LOSS AND DAMAGE

LESSEE shall bear all risks of damage or loss of the equipment. All replacement, repairs, or substitutions of parts or equipment shall be at the cost and expense of the LESSEE and shall be accessions to the equipment. LESSEE at all times and at LESSEE'S expense, shall keep the equipment in good working order, condition and repair, reasonable wear and tear excepted. The lease payment shall not be prorated or abated while the equipment is being serviced or repaired.

ARTICLE VI
INDEMNITY OF LESSOR

To the extent permitted by law, LESSEE shall indemnify LESSOR against, and hold LESSOR harmless from any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney fees and court costs, arising in connection with the use of the equipment, including, but not limited to, its selection, possession, use, and operation.

ARTICLE VII
ALTERATIONS

The LESSEE will not make any alterations, additions or improvements to the equipment without LESSOR'S prior written consent unless such alterations, additions or improvements may be readily removed without damage to the equipment.

ARTICLE VIII
ASSIGNMENT

Without LESSOR'S prior written consent, the LESSEE will neither (1) assign, transfer, pledge or grant any security interest in or otherwise dispose of this lease or the equipment or (2) sublet or lend the equipment or permit it to be used by anyone other than LESSEE OR LESSEE'S employees.

ARTICLE IX
DISCLAIMER OR WARRANTIES

LESSEE acknowledges and agrees that the equipment is of a size, design and capacity selected by LESSEE; that the LESSOR is neither a manufacturer nor a vendor of such equipment; and, that the LESSOR has not made, and does not hereby make, any representation, warranty, or covenant, expressed or implied, with respect the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the equipment in any respect whatsoever or in connection with or for the purposes and use of LESSEE, or any other representation, warranty or covenant of any kind or character, express or implied, with respect thereto, and LESSOR shall not be obligated or liable for actual, incidental, consequential, or other damages of or to LESSEE or any other person or entity arising out of or in connection with the use or performance of the equipment and the maintenance thereof.

ARTICLE X
EVENT OF DEFAULT

The term, "Event of Default", as used herein, means the occurrence of any one or more of the following events: (1) LESSEE fails to make any lease payment (or any other payment) as may become due in accordance with the terms of this lease; (2) LESSEE fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder; (3) the discovery by LESSOR that any statement, representation, or warranty made by LESSEE in this lease or in writing delivered by LESSEE is false, misleading, or erroneous in any material respect; or (4) an attachment, levy or execution is threatened or levied upon or against the equipment.

ARTICLE XI
REMEDIES

Upon default by the LESSEE, the Equipment shall be surrendered and delivered to the LESSOR and the LESSOR may take possession of it where ever it may be found, with or without process of law, for that purpose may enter upon the premises of the LESSEE. On default, the LESSEE by operation of law or otherwise, shall have no right, title or interest in the Equipment or in its possession or use and the LESSOR shall retain all lease payments and other sums paid by LESSEE under this agreements with respect to the Leased Property.

ARTICLE XII
RETURN OF EQUIPMENT

Upon the expiration of the Lease term and unless the option to purchase hereinafter set forth is exercised, the LESSEE shall return the Leased Property to the LESSOR in the same condition as when received, less reasonable wear and tear.

ARTICLE XIII
OPTION TO PURCHASE

If LESSEE is not in default in LESSEE'S obligations under the lease, LESSEE shall have the option to purchase the equipment "AS IS" at any time during the lease Upon payment of the purchase price plus interest due LESSOR. LESSOR will then deliver title to the equipment to the LESSEE. Unless the LESSEE exercises this purchase option, LESSEE has no ownership interest in the equipment, except LESSEE'S right to possess and use the equipment under the terms and conditions of this lease.

ARTICLE XIV
WAIVER

Failure of LESSOR in any one or more instances to insist on the performance of any of the terms of this lease or to exercise any right or privilege contained herein or the waiver of any breach of any terms of this lease shall not hereafter be construed as a waiver of such terms which shall continue in force as if no such waiver had occurred.

ARTICLE XV
NOTICES

Any notice to be given under this agreement shall be deemed given when sent by registered mail or certified mail to address herein contained of the party to be notified.

ARTICLE XVI
GOVERNING LAW

This lease shall be governed by and construed under the laws of the State of Oklahoma.

ARTICLE XVII
SUCCESSION

This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

ARTICLE XVIII

This agreement shall terminate on June 30, 2020 unless the same is renewed by mutual ratification in accordance with the provisions of 62 O.S. 430.1. Lessee agrees that unless the Lessee votes not to ratify this agreement for the next ensuing fiscal year at its regular meeting, then such non-action by the LESSEE shall be construed as ratification of the contract for the next ensuing fiscal year. Lessor hereby ratifies the continuation of the agreement through February 4, 2024. Lessor and Lessee agree that under no circumstances will the agreement be extended beyond February 4, 2024. When the lease, by prepayment or as scheduled in Exhibit B, attached, shall have paid a sum equal to the purchase price plus interest at the agreed rate, then in the event, the equipment shall become the property of the Lessee and Lessor agrees to execute and deliver to Lessee a good and sufficient bill of sale or other proper evidence of title thereto.

ARTICLE XIX
INSURANCE

Lessee, will, at its expense, maintain at all times during the Lease Term, comprehensive and collision coverage, public liability and property damage insurance with respect to the Leased Property in such amounts, covering such risks and obligations set forth in Article V, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Purchase Option with respect to such Leased Property. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor a least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear.

Upon acceptance of the Leased Property and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. If at any time during the Lease Term, Lessee shall not have provided Lessor with such certificate, Lessor may obtain the above described insurance, and Lessee will reimburse Lessor upon demand of the costs thereof including interest at the overdue rate from the date that Lessor incurred such cost to the date of reimbursement by Lessee. In the event that Lessee has been permitted to self-insure against the risks and obligations set forth in Article V, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Leased Property, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

ARTICLE XX
Title and Filing

Lessor or its assignee will retain title to the Leased Property and any and all additions, repairs, replacements, or modifications thereof during the term of this Agreement. Title to the Leased Property will pass to Lessee upon Lessee's payment of amounts due hereunder. Lessor agrees to execute such instruments and do such things as Lessee reasonable requests in order to effectuate the passage of title to the Leased Property to Lessee. At the end of the lease term and upon the payment of all payments due hereunder, Lessor agrees to transfer title to all Leased Property being leased if such transfer has not already occurred.

Lessee authorizes Lessor to make the Lessor's security interest a matter of public record by filings of any documents Lessor deems necessary for that purpose. Lessee agrees to sign or execute such documents at its expense to evidence its consent to filing. Lessee agrees to timely file the appropriate IRS Form 8038-G or 8038-GC.

IN WITNESS WHEREOF, the parties have executed this agreement as of the 4th day of February, 2020

ATTEST:

LESSOR:

" Bank of Commerce "

BY: [Signature]
Adam Anderson, Executive Vice President

City of Pryor Creek, Oklahoma, LESSEE:

BY: [Signature]
LARRY LEES, MAYOR

This agreement reviewed and approved by the City Council for the City of Pryor Creek, Oklahoma in regular session by majority vote of the City Council on the 21st day of January, 2020

ATTEST:

[Signature]
Eva Smith, City Clerk for City of Pryor Creek, Oklahoma

Approved as to form and legality:

[Signature]
K. Ellis Ritchie,
City Attorney for City of Pryor Creek, Oklahoma

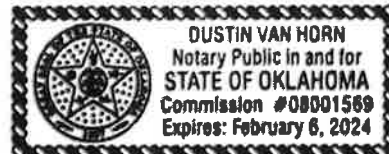
STATE OF OKLAHOMA)

COUNTY OF MAYES) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of February, 2020 personally appeared Adam Anderson, Executive Vice President of " Bank of Commerce ", to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed of said Corporation, for the used and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public:
My Commission Expires: 2 6 2024



STATE OF OKLAHOMA)

COUNTY OF MAYES) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of February, 2020, personally Appeared Larry Lees in his capacity as Mayor for the City of Pryor Creek, Oklahoma to me known to be the identical person(s) representing the City of Pryor Creek, who executed the within and foregoing instrument and acknowledged to me that they executed the same as the free and voluntary act of the said City in his official capacity as Mayor for the said City, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Dustin Van Horn
Notary Public:

My Commission Expires: 2.6.2024



EXHIBIT A

DESCRIPTION OF EQUIPMENT

City of Pryor Creek

DTD: February 4, 2020

2020 Chevrolet Tahoe VIN# 1GNLCDEC1LR154402 & Attachments
2020 Chevrolet Tahoe VIN# 1GNLCDEC9LR154986 & Attachments
2020 Ford F-150 Crew 5.5" Box VIN# TBD & Attachments
2020 Ford F-150 Crew 5.5" Box VIN# TBD & Attachments
2020 Ford F-150 Crew 5.5" Box VIN# TBD & Attachments
2020 Ford F-150 Crew 5.5" Box VIN# TBD & Attachments

EXHIBIT B

LEASE PAYMENTS / PAYMENT SCHEDULE

City of Pryor Creek

DTD: February 4, 2020

Pmt#	Pmt Date	Days	Interest	Principal	Interest TD	Balance
	02/04/2020		\$0.00	\$0.00	\$0.00	\$246,332.46
1	03/04/2020	30	\$461.87	\$4,909.27	\$461.87	\$241,423.19
2	04/04/2020	30	\$452.67	\$4,918.47	\$914.54	\$236,504.72
3	05/04/2020	30	\$443.45	\$4,927.69	\$1,357.99	\$231,577.03
4	06/04/2020	30	\$434.21	\$4,936.93	\$1,792.20	\$226,640.10
5	07/04/2020	30	\$424.95	\$4,946.19	\$2,217.15	\$221,693.91
6	08/04/2020	30	\$415.68	\$4,955.46	\$2,632.83	\$216,738.45
7	09/04/2020	30	\$406.38	\$4,964.76	\$3,039.21	\$211,773.69
8	10/04/2020	30	\$397.08	\$4,974.06	\$3,436.29	\$206,799.63
9	11/04/2020	30	\$387.75	\$4,983.39	\$3,824.04	\$201,816.24
10	12/04/2020	30	\$378.41	\$4,992.73	\$4,202.45	\$196,823.51
11	01/04/2021	30	\$369.04	\$5,002.10	\$4,571.49	\$191,821.41
12	02/04/2021	30	\$359.67	\$5,011.47	\$4,931.16	\$186,809.94
13	03/04/2021	30	\$350.27	\$5,020.87	\$5,281.43	\$181,789.07
14	04/04/2021	30	\$340.85	\$5,030.29	\$5,622.28	\$176,758.78
15	05/04/2021	30	\$331.42	\$5,039.72	\$5,953.70	\$171,719.06
16	06/04/2021	30	\$321.97	\$5,049.17	\$6,275.67	\$166,669.89
17	07/04/2021	30	\$312.51	\$5,058.63	\$6,588.18	\$161,611.26
18	08/04/2021	30	\$303.02	\$5,068.12	\$6,891.20	\$156,543.14
19	09/04/2021	30	\$293.52	\$5,077.62	\$7,184.72	\$151,465.52
20	10/04/2021	30	\$284.00	\$5,087.14	\$7,468.72	\$146,378.38
21	11/04/2021	30	\$274.46	\$5,096.68	\$7,743.18	\$141,281.70
22	12/04/2021	30	\$264.90	\$5,106.24	\$8,008.08	\$136,175.46
23	01/04/2022	30	\$255.33	\$5,115.81	\$8,263.41	\$131,059.65
24	02/04/2022	30	\$245.74	\$5,125.40	\$8,509.15	\$125,934.25
25	03/04/2022	30	\$236.13	\$5,135.01	\$8,745.28	\$120,799.24
26	04/04/2022	30	\$226.50	\$5,144.64	\$8,971.78	\$115,654.60
27	05/04/2022	30	\$216.85	\$5,154.29	\$9,188.63	\$110,500.31
28	06/04/2022	30	\$207.19	\$5,163.95	\$9,395.82	\$105,336.36
29	07/04/2022	30	\$197.51	\$5,173.63	\$9,593.33	\$100,162.73
30	08/04/2022	30	\$187.81	\$5,183.33	\$9,781.14	\$94,979.40
31	09/04/2022	30	\$178.09	\$5,193.05	\$9,959.23	\$89,786.35
32	10/04/2022	30	\$168.35	\$5,202.79	\$10,127.58	\$84,583.56
33	11/04/2022	30	\$158.59	\$5,212.55	\$10,286.17	\$79,371.01
34	12/04/2022	30	\$148.82	\$5,222.32	\$10,434.99	\$74,148.69
35	01/04/2023	30	\$139.03	\$5,232.11	\$10,574.02	\$68,916.58
36	02/04/2023	30	\$129.22	\$5,241.92	\$10,703.24	\$63,674.66
37	03/04/2023	30	\$119.39	\$5,251.75	\$10,822.63	\$58,422.91
38	04/04/2023	30	\$109.54	\$5,261.60	\$10,932.17	\$53,161.31
39	05/04/2023	30	\$99.68	\$5,271.46	\$11,031.85	\$47,889.85
40	06/04/2023	30	\$89.79	\$5,281.35	\$11,121.64	\$42,608.50
41	07/04/2023	30	\$79.89	\$5,291.25	\$11,201.53	\$37,317.25
42	08/04/2023	30	\$69.97	\$5,301.17	\$11,271.50	\$32,016.08
43	09/04/2023	30	\$60.03	\$5,311.11	\$11,331.53	\$26,704.97
44	10/04/2023	30	\$50.07	\$5,321.07	\$11,381.60	\$21,383.90
45	11/04/2023	30	\$40.09	\$5,331.05	\$11,421.69	\$16,052.85
46	12/04/2023	30	\$30.10	\$5,341.04	\$11,451.79	\$10,711.81
47	01/04/2024	30	\$20.08	\$5,351.06	\$11,471.87	\$5,360.75
48	02/04/2024	30	\$10.05	\$5,360.75	\$11,481.92	\$0.00

**SECTION 265(b)(3)(B) ELECTION UNDER THE PROVISIONS OF
THE INTERNAL REVENUE CODE OF 1986, AS AMENDED,
AND RELATED TAX COVENANTS OF THE LESSEE**

The undersigned, City of Pryor Creek, Mayes County, Oklahoma is the Lessee (herein "Lessee and obligor") under a certain Lease/Purchase Agreement (herein "Lease") dated as of February 4, 2020 made and entered into with Bank of Commerce, Pryor, Oklahoma, as Lessor (herein "Lessor"). This Lease represents that the Lessee is acquiring and desires to finance the Equipment by entering into an Equipment Lease/Purchase Agreement with Lessor (herein "Lease Facilities").

WHEREAS, the Lessee has on or about January 21, 2020 authorized the financing of the lease/purchase of such Equipment and the financing thereof, and, now, desires to designate all Lease Payment Obligations authorized by the official actions of the Lessee relating to the Lease for purposes of Paragraph (3) of Section 265(b) of the Code as "Qualified Tax-Exempt Obligations", and further desires to certify that not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable (under Section 103(a) of the Code) from gross income for Federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Lease Payment Obligations, have been or shall be issued by the Lessee, including all subordinate entities of the Lessee, during the calendar year 2020.

NOW THEREFORE, the Lessee hereby delegates the Lease Payment Obligations related to the Lease for the purposes of Paragraph (3) of Section 265(b) of the Code "Qualified tax-exempt Obligations" and covenants that not more than \$10,000,000 aggregate principal amount of the obligations, the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Lease Payment Obligations, have been or shall be issued by the Lessee, including all subordinate entities of the Lessee, during the calendar year 2020.

This instrument to be binding on the undersigned and may be relied upon by Special Tax Counsel in rendering its Opinion related to this financing and the actions herein expressed shall be effective as of the day of February 4, 2020, immediately prior to the issuance and delivery of the Payment Obligations.

CITY OF PRYOR CREEK, MAYES COUNTY, OKLAHOMA

By: 

Name: Larry Lees

Title: Mayor

Date: February 4, 2020

Vehicles to be surplused or pool cars

2	2010	Ford	Crown Vic	2FABP7BV1AX123496	103,793
3	2010	Ford	Crown Vic	2FABP7BVXAX123495	101,189
8	2013	Ford	Taurus	1FAHP2MT0DG143080	81,724
9	2013	Ford	Taurus	1FAHP2MT2DG143081	88,956
10	2014	Ford	Explorer	1FM5K8AR3EGB27332	97,095
29	2009	Dodge	Charger	2B3KA43T39H586562	98,117

INSTALLMENTS

THIS AMORTIZATION SCHEDULE IS GIVEN AS A GUIDELINE FOR THE APPLICATION OF PAYMENTS. IT ASSUMES THAT EVERY PAYMENT IS MADE ON THE DATE DUE. PAYMENTS ARE APPLIED AS OF THE DAY THE PAYMENT IS MADE.

Date of Loan: 10/14/2021

Interest Method: Actual / 365

Payment Amount: \$6,462.95

Interest Type: Regular

Loan Amount: \$299,396.46

Interest Rate: 1.7500%

INSTALLMENTS AMORTIZATION SCHEDULE

Pmt#	Pmt Date	Days	Interest	Principal	Interest TD	Balance
	10/14/2021		\$0.00	\$0.00	\$0.00	\$299,396.46
1	11/14/2021	31	\$444.99	\$6,017.96	\$444.99	\$293,378.50
2	12/14/2021	30	\$421.98	\$6,040.97	\$866.97	\$287,337.53
3	01/14/2022	31	\$427.07	\$6,035.88	\$1,294.04	\$281,301.65
4	02/14/2022	31	\$418.10	\$6,044.85	\$1,712.14	\$275,256.80
5	03/14/2022	28	\$369.52	\$6,093.43	\$2,081.66	\$269,163.37
6	04/14/2022	31	\$400.06	\$6,062.89	\$2,481.72	\$263,100.48
7	05/14/2022	30	\$378.43	\$6,084.52	\$2,860.15	\$257,015.96
8	06/14/2022	31	\$382.00	\$6,080.95	\$3,242.15	\$250,935.01
9	07/14/2022	30	\$360.93	\$6,102.02	\$3,603.08	\$244,832.99
10	08/14/2022	31	\$363.90	\$6,099.05	\$3,966.98	\$238,733.94
11	09/14/2022	31	\$354.83	\$6,108.12	\$4,321.81	\$232,625.82
12	10/14/2022	30	\$334.60	\$6,128.35	\$4,656.41	\$226,497.47
13	11/14/2022	31	\$336.64	\$6,126.31	\$4,993.05	\$220,371.16
14	12/14/2022	30	\$316.97	\$6,145.98	\$5,310.02	\$214,225.18
15	01/14/2023	31	\$318.40	\$6,144.55	\$5,628.42	\$208,080.63
16	02/14/2023	31	\$309.27	\$6,153.68	\$5,937.69	\$201,926.95
17	03/14/2023	28	\$271.08	\$6,191.87	\$6,208.77	\$195,735.08
18	04/14/2023	31	\$290.92	\$6,172.03	\$6,499.69	\$189,563.05
19	05/14/2023	30	\$272.66	\$6,190.29	\$6,772.35	\$183,372.76
20	06/14/2023	31	\$272.55	\$6,190.40	\$7,044.90	\$177,182.36
21	07/14/2023	30	\$254.85	\$6,208.10	\$7,299.75	\$170,974.26
22	08/14/2023	31	\$254.12	\$6,208.83	\$7,553.87	\$164,765.43
23	09/14/2023	31	\$244.89	\$6,218.06	\$7,798.76	\$158,547.37
24	10/14/2023	30	\$228.05	\$6,234.90	\$8,026.81	\$152,312.47
25	11/14/2023	31	\$226.38	\$6,236.57	\$8,253.19	\$146,075.90
26	12/14/2023	30	\$210.11	\$6,252.84	\$8,463.30	\$139,823.06
27	01/14/2024	31	\$207.82	\$6,255.13	\$8,671.12	\$133,567.93
28	02/14/2024	31	\$198.52	\$6,264.43	\$8,869.64	\$127,303.50
29	03/14/2024	29	\$177.00	\$6,285.95	\$9,046.64	\$121,017.55
30	04/14/2024	31	\$179.87	\$6,283.08	\$9,226.51	\$114,734.47
31	05/14/2024	30	\$165.03	\$6,297.92	\$9,391.54	\$108,436.55
32	06/14/2024	31	\$161.17	\$6,301.78	\$9,552.71	\$102,134.77
33	07/14/2024	30	\$146.91	\$6,316.04	\$9,699.62	\$95,818.73
34	08/14/2024	31	\$142.42	\$6,320.53	\$9,842.04	\$89,498.20
35	09/14/2024	31	\$133.02	\$6,329.93	\$9,975.06	\$83,168.27
36	10/14/2024	30	\$119.63	\$6,343.32	\$10,094.69	\$76,824.95
37	11/14/2024	31	\$114.19	\$6,348.76	\$10,208.88	\$70,476.19
38	12/14/2024	30	\$101.37	\$6,361.58	\$10,310.25	\$64,114.61
39	01/14/2025	31	\$95.29	\$6,367.66	\$10,405.54	\$57,746.95
40	02/14/2025	31	\$85.83	\$6,377.12	\$10,491.37	\$51,369.83
41	03/14/2025	28	\$68.96	\$6,393.99	\$10,560.33	\$44,975.84
42	04/14/2025	31	\$66.85	\$6,396.10	\$10,627.18	\$38,579.74
43	05/14/2025	30	\$55.49	\$6,407.46	\$10,682.67	\$32,172.28
44	06/14/2025	31	\$47.82	\$6,415.13	\$10,730.49	\$25,757.15
45	07/14/2025	30	\$37.05	\$6,425.90	\$10,767.54	\$19,331.25
46	08/14/2025	31	\$28.73	\$6,434.22	\$10,796.27	\$12,897.03
47	09/14/2025	31	\$19.17	\$6,443.78	\$10,815.44	\$6,453.25
48	10/14/2025	30	\$9.28	\$6,453.25	\$10,824.72	\$0.00

Pryor Creek Police Department							Quotes Received 48 Months		
							Bank	Vehicle Only \$237,148.00	Vehicle Equipped \$309,148.00
							Arvest	2.31%	2.31%
							First Priority	N/A	N/A
							RCB	2.20%	1.95%
							Red Crown	N/A	N/A
							Yorktown	3.00%	3.00%
							Bank of Commerce	1.75%	1.75%
							Requested Lease Purchase		
							Explorer W/ Equipment	48 months @ 1.75%	\$ 299,396.46
							Lease on Units		\$ 6,463.00
							Current Lease Purchase		
							Made 20 Payments- Last payment 2/24		
							Bank of Commerce	2.25% - 48 months	\$ 5,371.14
							Total for both BOC lease		\$ 11,834.14
							Yearly		\$ 142,009.68
							Expense this budget year	First payment in March	\$ 137,978.68
							Budgeted in 21-22 Budget		\$ 141,000.00
							Current RCB and BOC		\$ 128,017.68
							Difference		\$ 13,992.00
							RCB Lease		
				RCB Lease Purchase of 6 cars in 2018 and paid off September of 2021. Payment was \$5,297 a month. Last payment should have been March of 2022.					
Payment Options									
		Amount	Payment						
Bank of Commerce	48 months @ 1.75%	\$ 237,148.00	\$ 5,121.72						
Bank of Commerce	48 months @ 1.75%	\$ 299,396.46	\$ 6,463.00						