

# SHELTER REPORT

December 2021

## INTAKE

	Owner Surrender	Stray	TOTALS
CATS	1	11	12
DOGS	8	30	38
<b>TOTALS</b>	9	41	<b>50</b>

## OUTGO

	Returned to Owner	Adopted	Rescued	Euthanized Died	TOTALS
CATS	0	12	2	3	17
DOGS	27	11	0	0	38
<b>TOTALS</b>	27	23	2	3	<b>55</b>

**SHELTER REPORT**  
2021 Year-End Totals

INTAKE

	Owner Surrender	Stray	TOTALS
CATS	27	211	238
DOGS	72	348	420
<b>TOTALS</b>	99	559	<b>658</b>

OUTGO

	Returned to Owner	Adopted	Rescued	Euthanized Died	TOTALS
CATS	10	166	30	39	245
DOGS	198	134	78	8	418
<b>TOTALS</b>	208	300	108	47	<b>663</b>



## Pryor Police Department Statistics - December 2021 Reported for Council Meeting: Jan 18<sup>th</sup>, 2021

Traffic Stops	2021	2020	2019	Citations	2021	2020	2019
January	858	705	620	January	182	218	205
February	384	632	655	February	89	223	277
March	737	428	643	March	118	168	260
April	644	315	614	April	114	68	227
May	602	749	923	May	125	221	315
June	621	731	587	June	108	140	173
July	551	514	806	July	151	151	241
August	545	871	778	August	128	200	202
September	1088	835	658	September	198	183	156
October	718	876	509	October	170	189	149
November	488	735	504	November	132	177	161
December	<b>465</b>	735	691	December	<b>88</b>	117	193
<b>TOTAL (YTD)</b>	<b>7,701</b>	<b>8,126</b>	<b>5,626</b>	<b>TOTAL (YTD)</b>	<b>1,603</b>	<b>2,055</b>	<b>1,900</b>
<b>Arrests</b>							
January	51	56	52				
February	43	54	42				
March	41	48	58				
April	36	28	36				
May	60	49	50				
June	36	60	51				
July	67	50	50				
August	55	54	61				
September	82	53	49				
October	33	52	40				
November	36	45	44				
December	<b>33</b>	42	54				
<b>TOTAL (YTD)</b>	<b>573</b>	<b>591</b>	<b>400</b>				

2021 Year-to-Date - Statistics for categorical responses, calls, and incident reports.

These are tabulated into categories as “calls reported” via dispatch log and may not reflect actual crime statistics or case outcome.

<u>2021</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>
Larceny-Type	28	24	39	28	37	35
Accidents	24	31	30	12	30	23
Assaults	5	9	8	31	6	10
Domestics	24	14	19	33	20	24
Total Calls For Service	955	996	1,254	1,133	1,098	1,059
Total Incident	112	103	114	93	98	103

<u>2021</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>
Larceny-Type	55	35	53	58	39	<u>39</u>
Accidents	37	33	29	42	35	<u>38</u>
Assaults	5	10	13	9	9	<u>5</u>
Domestics	16	15	17	16	14	<u>12</u>
Total Calls For Service	1,171	1,165	1,311	1,020	851	<u>850</u>
Total Incident	121	117	140	118	87	<u>83</u>

Animal Shelter December 2021 Statistics

<u>INTAKE REPORT</u>	<u>Owner Surrender</u>	<u>Stray</u>	<u>TOTALS</u>
CATS	1	11	12
DOGS	8	30	38
TOTALS	9	41	50

<u>OUTGOING REPORT</u>	<u>Returned to Owner</u>	<u>Adopted</u>	<u>Rescued</u>	<u>Euthanized Died</u>	<u>TOTALS</u>
CATS	0	12	2	3	17
DOGS	27	11	0	0	38
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December 3, 2021

Mayor Larry Lees  
Chairman EDTA, Fred Sordahl  
Delivery via email to coatsd@pryorcreek.org

RE: Economic Development Trust Authority Seat #6

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It is my desire to serve on the Economic Development Trust Authority (EDTA) for the City of Pryor Creek. My experience as a community banker would aid to further the economic development of Pryor Creek. My experience in financing includes meeting the needs of individuals, businesses, and public entities in traditional and non-traditional ways. My knowledge and experience would be invaluable to the EDTA and to businesses looking to locate within our area.

As President of a local bank, I understand the needs to all communities to thrive. I understand that in order for businesses to be profitable, they need the support of their local community. As Chief Financial Officer I understand how to analyze financial statements, structure bonds, and how cash flow operates in small businesses. I have worked with many public entities, including schools and municipalities, on bond analysis and the purchase of bonds. I have worked with public entities on other financing options, such as lease purchases, to help fund projects the entities may not have otherwise been able to take on.

In addition to my work experience, I am passionate about serving my community. I have dedicated many years to working with Pryor Band Boosters, Pryor Public Schools, Mayes County Soccer Association, Catoosa Chamber of Commerce, and the City of Catoosa. For each organization, I held, or currently hold, positions that enabled growth within the organization and community. This growth was sustainable and was a benefit to all shareholders in the community.

I believe I am uniquely qualified for the EDTA. If given this opportunity, I would be an asset to the EDTA's vision of making a positive impact for years to come.

Sincerely,



Adam C. Anderson

# ADAM ANDERSON

PO Box 1403, Pryor, OK 74362 / [REDACTED] · 918-630-1116  
[adama@bankboc.com](mailto:adama@bankboc.com) · LinkedIn: adamanderson1979

## WORK EXPERIENCE

### FEBRUARY 2020 - PRESENT

#### PRESIDENT & CHIEF FINANCIAL OFFICER, BANK OF COMMERCE

- Manage a multiple branch network of six branches and over 50 employees
- Created and implemented safe operating procedures during pandemic
- Created and implemented bank procedures and policies in order to service the payroll protection program
- Oversight of all bank functions, including lending, operations, human resources, and technology
- Responsible for strategic plan development and implementation

### JULY 2012 – FEBRUARY 2020

#### CHIEF FINANCIAL OFFICER, BANK OF COMMERCE

- Created and monitored a budget for \$150mm bank with multiple branches
- Updated financial reporting software
- Reported quarterly financials to Federal Reserve Bank and Oklahoma State Banking Department
- Coordinated all bank interactions with examiners and auditors
- Negotiated contracts and agreements
- Analyzed all Bank bond purchases of municipal and public school
- Developed Bank internal processes for lease purchase financing for public entities

### FEBRUARY 2006 – JULY 2012

#### DIRECTOR OF OPERATIONS, BANK OF COMMERCE

- Evaluated New Products and Services
- Created Plans for Installation of New Products and Programs
- Managed Information Technology Program
- Information Security Officer
- System Manager for All Banking Programs

## PROFESSIONAL INVOLVEMENT

- Member of Oklahoma Bankers Association's Government Relations Council, 2020-Present
- Member of the Federal Reserve Bank's Faster Payments Task Force, 2015-2017
- Member of Comprehensive Plan Advisory Council for City of Catoosa, 2021
- Board Member of Oklahoma Bankers Association Compliance School, 2020-Present
- Board Member of Oklahoma Bankers Association Basic/Intermediate Banking School, 2010-2016
- Instructor at Oklahoma Bankers Association Basic Banking School, 2012-Present
- Member of Oklahoma Bankers Association Fraud and Security Council, 2013-2015

## EDUCATION

2013

### GRADUATE, GRADUATE SCHOOL OF BANKING AT COLORADO

GSBC is the premier community banking school. This 25 month long graduate program is dedicated to deepening the student's understanding and knowledge of community banking. My experiences at this school prepared me to continue to grow in my role as a leader in my Bank and the communities I am part of.

2002

### BACHELOR OF BUSINESS ADMINISTRATION, NORTHEASTERN STATE UNIVERSITY

1998

### HIGH SCHOOL DIPLOMA, PRYOR PUBLIC SCHOOLS

## COMMUNITY INVOLVEMENT & EXPERIENCE

### MAYES COUNTY SOCCER ASSOCIATION

- Soccer Coach, 2018-Present
- Board Member, 2019-Present
  - Developed marketing plan for registration, increasing registrations from prior seasons
  - Coordinated various soccer camps
  - Increased concession revenue
  - Worked as a team member to coordinate multiple, highly successful, fundraisers
  - Handled club relationships with other area clubs
- Referee, 2021-Present

### PRYOR BAND BOOSTERS

- Concession Manager, August 1998- May 2021
  - Coordinated supply ordering and delivery
  - Developed sales plans to maximize income
  - Increased efficiency in service
  - Increased sales through offering better products
  - Managed volunteer workers
- Band Booster Secretary (1998-2010) & President (2010-Present)
  - Understand and Increase Funding for the Band Boosters through the following programs:
    - Concessions
    - Fireworks Stand
    - Fundraisers
    - Band Day

### PRYOR PUBLIC SCHOOLS

- Concession Manager, 2010- May 2021
  - Coordinated supply ordering and delivery
  - Developed sales plans to maximize income
  - Increased efficiency in service
  - Increased sales through offering better products

## CATOOSA CHAMBER OF COMMERCE

- **President 2014 & 2015**
  - Board meeting Chair
  - Secured commitments to fundraisers for the coming year
  - Implemented community open forum for candidates for office
  - Served on total resource campaign committee
  - Guided Executive Director on implementation of written documentation for all Chamber events
  - Developed and implemented Santa Cash program for Catoosa
- **Board Member 2020-Present**
- **President 2021-Present**
  - Board meeting Chair
  - Executive Committee Chair
    - Rewrote Chamber Bylaws
      - Required Chamber funds be spent with Chamber partners when possible
    - Search committee for new Executive Director
    - Developed 4–6-year comprehensive plan
  - Winterfest Committee Member
    - Parade Oversight
    - Ice Rink
  - Increased cooperation between Chamber and City leadership
  - Increased cooperation between Chamber and Catoosa Public Schools

## CITY OF CATOOSA

- Comprehensive Plan Advisory Committee Member 2021

## PUBLIC FINANCING

- Lease Purchases
  - Gyms
  - Remodel of Existing Facilities
  - The Blue Whale
  - Vehicles
  - Radio Equipment
- Bonds
  - Initial Analysis of Bond
  - Purchase of Bonds
  - Ongoing Accounting and Analysis of Bonds



**ESTIMATED COSTS:**



**ESTIMATES ARE PRELIMINARY.** *Updated 10/Nov/21*

Pool Renovation - including but not limited to the following: (saving the structural shell of the pool)

1. Removal and replacement of the existing bathhouse.
2. Stainless Steel Gutter-removal of the top of the pool wall and installation of Stainless Steel Recirculation System.
3. New pool floor accommodating zero-entry, 3-meter and 1-meter diving.
4. Removal and replacement of all concrete perimeters decking.
5. Interior Finish-sandblasting, wall repair, epoxy paint finish.
6. New Mechanical and filter area, including filters, pump & motor, chemical feed systems, main drain and all piping, piping, mechanical room electrical, etc.
7. New deck equipment (ladders, dive towers & lifeguard chairs).
8. New area lighting.

Our estimated cost for this work is	\$3,128,274.00 to \$4,692,400.00
Design Services	\$297,186.00 to \$445,778.00

New Pool and Bathhouse - including but not limited to the following:

1. New Swimming pool structure with zero-entry, 3-meter and 1-meter diving.
2. New bathhouse with covered area.
3. Stainless Steel Recirculation System.
4. Concrete decking.
5. Epoxy paint Interior Finish.
6. New Mechanical and filter area, including filters, pump & motor, chemical feed systems, main drain and all piping, piping, mechanical room electrical, etc.
7. New area lighting.
8. Elevated Play structure in zero-entry or flume slide.

Our estimates cost for this work is (will discuss at meeting)	\$2,500,000.00 to \$4,000,000.00
Design Services	\$237,500.00 to \$380,000.00

Dear Pryor Creek Citizens,

You may or may not know that your Park Board, at their December 9, 2021, special called meeting, forwarded this recommendation to City Council:

“Proceeding forward with plans for design development and financing of a new outdoor public swimming pool to be located at Whitaker Park. These plans will include demolition of the old park pool.”

This item will be on the Mayor’s Report section of the January 18, 2022 City Council Meeting for discussion and possible action.

With this newspaper spot, I am cordially making you aware and I’m inviting you to express your opinions to your City Councilors prior to the Council meeting on the 4th. Also, you may want to take an opportunity to attend the meeting in person (limited space) or online. In the “Petitions from the Audience” agenda item, toward the beginning of the agenda, there is opportunity to speak to your City Council and Mayor if you so choose. This agenda item is intended to be an opportunity for citizens to speak directly to City Council and Mayor with no “back and forth” dialogue and limited to 5 minutes per speaker.

We have worked with Don Paddock, Paddock Enterprises, Inc., for many years through our Recreation Center Board and our Park Board. I asked Mr. Paddock to create preliminary conceptual plans for a new park pool per the input from our Park Board and pool subcommittee. These conceptual drawings and rough estimate numbers are where we start our process.

Please look and consider how you might be willing to support this project or, be willing to say we don’t need a park pool or, express other ideas. Your City Councilor, Mayor, Park Board member, and City Parks Superintendent all want to hear from you.

Thanks for your time,

Larry Lees, Mayor



6,221 sqft - Pool Area  
 413' - Perimeter  
 221,839 Gallon Volume  
 371 Bathers  
 1,400 Sqft Bathhouse  
 6 -- 25 Meter Swim Lanes

Shade Area

82'x45'  
6 - 25 Meter Lanes

43'x53'  
Zero Entry  
Play Feature

Bathhouse

S Cooy Yah St

Park St

Park St

# New Pool for The City of Pryor

(Preliminary, December 2021)

Pryor, Oklahoma





Lees, Larry &lt;leesl@pryorcreek.org&gt;

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## Changes at the Library & Your Assignments

Hello!

Sending this to all staff, Board members, Friends of the Library Board members, and the mayor so we're all on the same page. It's a long email. I'm sorry.

We officially have to vacate the current library building and relocate to a temporary building from March 1 through August... something.

### What we know:

- We're going to the Graham Community Building
- We're taking eight 12-foot shelving units worth of collection
- Everyone will still get their normal hours and paycheck
- We'll rotate in-person staffing in the Community Building with some work from home (we don't have enough room or electrical outlets for our normal staffing levels)
- With Library Board approval, we'll transition to our new, post-construction hours while we're at the Community Building
- We will still have a Summer Reading Program
- We will have internet/wifi for staff and patrons (2) as well as phones
- We will still be able to make copies/prints/etc.
- We will take all the microfilm and a microfilm reader
- We will STOP taking any donations on February 1
- What we do not take with us to the Community Building will need to be protected from dust as much as possible. Wrapping the shelves with plastic wrap is in our future
- We will not have access to any of the collection that's left behind
- We will differentiate the two collections (left behind and temp location) in our online catalog to avoid confusion
- Other groups have already reserved the Community Building for events during the time we'll be there, so we'll have to move out of their way as best we can (shelving units stay put)
- We will need to close the current library building the last full week in February to move and set up, then we'll reopen in the temp location on March 1

### What we're working on:

- Acquiring packing supplies
- Acquiring protective supplies
- Acquiring storage containers for Local History items
- Figuring out storage for artwork (I need to look at the City Hall closet)
- Ordering laptops for patron and staff use (to minimize need for outlets)
- Selecting what materials to take
- Planning Summer Reading (this is mostly Autumn & Lilly and Autumn's staff)
- Planning a moving schedule

- Acquiring able bodies to help with the move (I will contact other City Departments and Thunderbird)
- Acquiring trucks and vans to use for the move
- Determining the max number of materials patrons can check out considering the reduction in available collection
- Making sure the 5 outlets in that room actually work and contacting electricians if they don't
- Partnering with the PAAHC to have access to the upstairs of their part of the building for storage and escaping

#### **What we need from the staff:**

- Help us spread the news among patrons, friends, family, etc.
- Full-timers, keep working on selecting materials and making staff schedules
- Part-timers, if you have suggestions on patron services or materials we should take with us to the temp location, let your direct supervisor know
- Look at your personal work areas and decide what is \*ESSENTIAL\* to take with you in order to do your job.
- Throw away what you don't need (if it's library records, follow our retention policy)
- Pack up or take home the rest
- Don't do something silly and get hurt (be mindful of your backs when lifting things)
- The moving process and being in a temp location is going to be stressful and disruptive. If there's something the Library can do to make your work-life easier, let me know

#### **What we need from the Board:**

- Help us spread the news among your friends, family, etc.
- Help us the last week of February to get the shelving/materials protected.
- Be ready to help me brainstorm and implement ideas to make this process smoother, get patrons through the temp doors, and keep staff morale up.

#### **What we need from the Friends Board (similar to the Library Board):**

- Help us spread the news. Share Facebook posts, talk about it over coffee, etc.
- Help us the last week of February to get shelving/materials protected.
- Be thinking of ways we can bring people to the temp library. We're going to lose a lot of traffic while we're over there and EVERYONE will be frustrated.

#### **What we need from Larry/City officials:**

- Help us spread the news. Share Facebook posts, talk about it over lunch, at church, etc.
- Continued support (thank you for being great so far!)
- Contact the people who have booked the Community Building while we're there to see if they'll relocate.
- If they don't want to, get me their contact information so I can figure out how we can move out of their way.
- Help me brainstorm resources to use/people to contact to get trucks/vans/etc. for the physical move.

Thank you all for being wonderful! This five months will be worth it once the building is complete.

Let me know what questions you have and how I can help.



Cari Boatright Rérat, MLIS  
*(she/her/hers)*  
 Director  
 Pryor Public Library  
 Pryor, OK  
 918-825-0777  
 pryorlibrary.org  
 @tjhppl

## ENGAGEMENT LETTER

January 18, 2022

City of Pryor Creek  
12 N. Rowe St.  
P.O. Box 1167  
Pryor Creek, OK 74362

RE: Financial Advisory Services Provided to the City of Pryor Creek and its Public Trusts.

The purpose of this Engagement Letter (the “Letter”) is to set forth the role BOK Financial Securities, Inc. (“BOKFS”) proposes to serve and the responsibilities BOKFS proposes to assume as Financial Advisor to the City of Pryor Creek and all public trusts of the City of Pryor Creek (together, the “Issuer”). Upon the Issuer’s acceptance, this Letter will serve as our mutual agreement with respect to the terms and conditions of our engagement as Issuer’s financial advisor, effective on the date this Letter is executed by Issuer (the “Effective Date”).

**1. Scope of Services.** BOKFS will provide, on an on-going basis, professional financial advisory services to the Issuer on financial matters, including but not limited to the Issuer’s anticipated debt issuances, primarily bonds or notes (“financings”). BOKFS will assist the Issuer with each of the following tasks associated with the planning, structuring, marketing, pricing, and closing of the proposed financings. BOKFS will only serve as financial advisor in the investment of bond proceeds if mutually agreed upon in writing.

- (a) The Services shall be limited to the services described in **Appendix A** (the “Scope of Services”).
- (b) Except as otherwise provided in the Scope of Services, BOKFS shall not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about BOKFS provided by BOKFS for inclusion in such documents.
- (c) The Scope of Services does not (i) include tax, legal, accounting or engineering advice with respect to any Issue, Product or opinion or certificate rendered by counsel or other person at closing, or (ii) include review or advice with respect to any feasibility study, except, in either case, as may be prepared by BOKFS as provided for in the Scope of Services.
- (d) Issuer agrees not to represent, publicly or to any specific person, that BOKFS is Issuer’s independent registered municipal advisor (“IRMA”) for purposes of Securities and Exchange Commission (“SEC”) Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) without BOKFS’s prior written consent.



- (e) When BOKFS is designated by Issuer as its IRMA, BOKFS shall be Issuer's IRMA solely with respect to the Scope of Services. BOKFS shall not be responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to BOKFS, its personnel and its role as IRMA in Issuer's written representation contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B), shall be subject to prior approval by BOKFS.

**2. BOKFS's Regulatory Obligations When Providing Services to Issuer.**

- (a) MSRB Rule G-42 requires that BOKFS (i) make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action or that form the basis for any advice provided by BOKFS to Issuer, (ii) undertake a reasonable investigation to determine that BOKFS is not basing any recommendation on materially inaccurate or incomplete information, and (iii) use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- (b) Issuer agrees to cooperate, and to cause Issuer's agents to cooperate, with BOKFS in carrying out the foregoing requirements, including providing to BOKFS accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such requirements. In addition, Issuer agrees that, to the extent Issuer requests BOKFS provide advice with regard to any recommendation made by a third party, Issuer will provide to BOKFS written direction to do so and all information Issuer has received from such third party relating to its recommendation.

**3. Compensation.** For the above services, Issuer agrees to pay BOKFS the following:

- (a) For each debt issue, a fee of 1.50% of the principal amount actually issued. In each case, it is understood that BOKFS will be paid no fee unless funding of such debt issue is successfully completed.
- (b) Expense reimbursement of \$2,500.00 for each debt issue, with additional expenses above such amount to be approved by the Issuer.
- (c) Offering document printing, bond printing, DTC and CUSIP registration, mailing and distribution, bond counsel, rating fees, paying agent fees and other normal costs of issuance are the responsibility of the Issuer. To the extent the Issuer desires or it is convenient for BOKFS to front these types of expenditures, BOKFS will be reimbursed on actual costs and such reimbursement will be separate from BOKFS's out-of-pocket expense reimbursement. BOKFS's out-of-pocket expense reimbursement covers such items as copies, mail, fax, overnight delivery, report printing, and other hard costs.

**4. Term of this Engagement.** This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. If Issuer exercises its option to terminate this Agreement, Issuer agrees to reimburse BOKFS for any of the expenses described in paragraph 3 advanced by BOKFS pursuant to paragraph 3 above and to pay BOKFS for its services rendered prior to such termination in a mutually acceptable amount which shall be negotiated in good faith between the parties.



5. **Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of the obligations of BOKFS arising under this Letter:

- (a) BOKFS and its associated persons shall have no liability to Issuer for any other loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by BOKFS to Issuer; and,
- (b) No recourse shall be had against BOKFS for loss, damage, liability, cost or expense (whether direct, indirect or consequential) arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party.

6. **Required Disclosures.**

- (a) MSRB Rule G-42 requires that BOKFS provide Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in BOKFS's Disclosure Statement attached hereto as **Appendix B.**
- (b) MSRB Rule G-10 requires disclosure of the following:
  1. BOKFS is registered with the SEC and the MSRB.
  2. The MSRB's website address is [www.msrb.org](http://www.msrb.org).
  3. The MSRB's "Information for Municipal Advisory Clients" brochure describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority. That brochure can be found at the following web address:

<http://www.msrb.org/~media/files/resources/msrb-ma-clients-brochure.ashx?>

7. **Information.** While this Agreement is in effect, the Issuer will provide or cause to be provided to BOKFS information concerning the Issuer, including information relating to the Issuer's financial condition and results of operations, the sources of security and payment for any Issuer Obligations, and such other information (excluding confidential information unless such confidential information is reasonably required to provide disclosure to investors) as BOKFS reasonably considers necessary or appropriate to perform its duties under this Agreement. Such information will be taken or derived from the Issuer's official records or from other sources that the Issuer determines and reasonably believes to be accurate and reliable, based on due inquiry and investigation by the Issuer of such other sources; and, the Issuer expressly authorizes BOKFS to rely on the accuracy and completeness of all information provided to BOKFS by or on behalf of the Issuer.

8. **Compliance with Applicable Law.** As an inducement to BOKFS to enter into this Agreement and to perform the duties assigned to it hereunder, the Issuer agrees to comply with all applicable requirements and procedures imposed by law relating to, and all covenants and agreements entered into in connection with or supporting, the validity, enforceability and terms (including terms relating to security and tax-exemption) of any Issuer Obligations. As an inducement to Issuer to enter into this Agreement and to





perform the duties assigned to it hereunder, BOKFS agrees to comply with all applicable requirements and procedures imposed by law relating to, and all covenants and agreements entered into in connection with or supporting, the validity, enforceability and terms (including terms relating to security and tax-exemption) of any services by BOKFS. Further, BOKFS represents and warrants to Issuer that BOKFS is familiar with the applicable law, rules, regulations, and requirements in order for BOKFS to perform BOKFS's professional services as a highly qualified and competent provider of said financial services.

**9. Professional Judgment.** All actions and recommendations of BOKFS pursuant to this Agreement will be based on BOKFS's professional judgment and information that the Issuer provides to BOKFS. BOKFS's recommendations represent its professional judgment based upon BOKFS's review of information provided by the Issuer, to the extent that BOKFS deems such information relevant to any such recommendation, and BOKFS's own knowledge and experience. BOKFS's recommendations will be offered in reliance upon the representations and covenants contained in the agreements, certificates and other instruments prepared, executed and delivered in connection with Issuer Obligations. The Issuer understands and agrees that this Agreement shall constitute an agreement for professional services, and neither the performance by BOKFS of its duties hereunder nor the implementation of any of BOKFS's recommendations shall be construed by the Issuer as a guarantee of any result or outcome.

**10. Waiver of Jury Trial.** Each party agrees to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby or the relationship between the parties. Parties agree to waive consequential and punitive damages.

**11. Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws (excluding conflict of law provisions) of Oklahoma.

**12. Litigation Expenses.** In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

**13. Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Issuer and BOKFS, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

**14. Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties. This Agreement and all of the provisions of this Agreement shall be deemed drafted by all of the parties hereto.

**15. Course of Dealing.** No course of prior dealing involving any of the parties hereto and no usage of trade shall be relevant or advisable to interpret, supplement, explain or vary any of the terms of this Agreement, except as expressly provided herein.

**16. Interpretation.** This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

**17. No Reliance.** Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and



investigation. No party has relied on any representation or warranty of any other party hereto except any such representations and warranties as are expressly set forth herein.

**18. Authority.** Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

**19. Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

**20. No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**21. Amendment.** This Agreement may be amended or modified only in a writing that has been signed by the parties hereto and which specifically references this Agreement.

**22. Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by digitized transmission of a counterpart signature page hereof.

[Signatures on Following Page]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Dated this 18<sup>th</sup> day of January 2022.

BOK FINANCIAL SECURITIES, INC.

---

CHRIS GANDER  
INVESTMENT BANKER

This engagement letter accepted by and on behalf of the City of Pryor Creek, Oklahoma, this 18th day of January 2022.

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MAYOR



## APPENDIX A SCOPE OF SERVICES

- A. Review financing needs of the Issuer.
- B. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue, and service debt. The survey is to include an analysis of the existing debt structure as compared with the existing and projected sources of revenue which may be pledged to secure payment of debt service.
- C. Assist in developing a plan of financing for needs of the Issuer, and/or financing alternatives available to the Issuer.
- D. Submit recommendations to the Issuer on the debt instruments and structure of debt under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, tax levy tables, options for prior payment, security provisions, timing of sale and any other additional provisions designed to make the issue attractive to investors.
- E. Advise the Issuer of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence interest rates or bidding conditions.
- F. Assist in developing presentations and applications for submission to rating agencies, and preparation of Official Statement and other offering materials.
- G. Assist in developing information for any election to be presented to voters related to the approval of the issuance of debt or levying additional ad valorem and/or sales tax including, but not limited to, providing information to local media and presentations to local civic organizations.
- H. Cooperate with Bond Counsel in preparation of legal documents and in assuring compliance with legal and regulatory requirements.
- I. Handle sale of all debt issues, both competitive and negotiated.
- J. Assist Bond Counsel with the preparation of forms and documents required for filing with the IRS or other governmental agency.
- K. Advise and assist with compliance with continuing disclosure regulations and/or agreements pertaining thereto.
- L. Provide follow-up analysis after issues, and analysis and advice regarding financing needs and questions during term of engagement.
- M. While serving as the Issuer's financial advisor, BOKFS agrees to refrain from acting as the underwriter in the original issue of any Issuer securities.
- N. On an as-needed basis, BOKFS shall meet and consult with the administration and staff of the Issuer concerning the Scope of Services herein. BOKFS shall further be available to confer with the Issuer and legal staff concerning questions regarding the business of the Issuer.
- O. BOKFS agrees to present all notice of sale documents and/or financing agreements, and other documents, to the Issuer's administration for advance review and approval.



## APPENDIX B DISCLOSURE STATEMENT

This Disclosure Statement is provided by BOK Financial Securities, Inc. (“BOKFS”) to the City of Pryor Creek and all public trusts of the City of Pryor Creek (together, the “Issuer”) in connection with the Engagement Letter (the “Letter”) and is dated as of the same date as the Letter.

### **Part A – Disclosures of Conflicts of Interest**

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interests, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. Accordingly, BOKFS makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services, together with explanations of how BOKFS addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, BOKFS mitigates such conflicts through its adherence to its fiduciary duty to Issuer, which includes a duty of loyalty. This duty of loyalty obligates BOKFS to deal honestly and with the utmost good faith with Issuer and to act in Issuer’s best interests without regard to BOKFS’s financial or other interests. Furthermore, because BOKFS is a broker-dealer, its financial advisory supervisory structure provides strong safeguards against individuals at BOKFS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

***Affiliate Conflict.*** Any affiliate of BOKFS (the “Affiliate”) may provide certain advice, services and/or products to Issuer that may be directly related to BOKFS’s activities. The Affiliate’s business with Issuer could create an incentive for BOKFS to recommend to Issuer a course of action designed to increase the level of Issuer’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Issuer’s business activities with the Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to comprehensive regulatory review.

### ***Compensation-Based Conflicts.***

If the fees due under the Engagement Letter will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for BOKFS to recommend unnecessary or disadvantageous financings. This conflict of interest is mitigated by the general mitigations described above.

If the fees due under the Engagement Letter are in a fixed amount established at the outset of the Engagement Letter. The amount is usually based upon an analysis by Issuer and BOKFS of, among other things, the expected duration and complexity of the transaction and the Scope of Services. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, BOKFS may suffer a loss. Thus, BOKFS may recommend less time-consuming alternatives. This conflict of interest is mitigated by the general mitigations described above.

If the fees due under the Engagement Letter are based on hourly fees of BOKFS’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Issuer and BOKFS do not agree on a reasonable maximum amount at the outset of the engagement, because BOKFS does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.



***Other Financial Advisor or Underwriting Relationships.*** BOKFS serves a wide variety of other clients that may have interests that could have an impact on Issuer's interests. For example, BOKFS serves as financial advisor to other financial advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Issuer under this Engagement Letter. These other clients may have competing interests. BOKFS could face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to Issuer.

***Broker-Dealer and Investment Advisory Business.*** BOKFS is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities, in addition to serving as a financial advisor or underwriter. Such securities-related activities may be undertaken on behalf of, or as counterparty to, Issuer, Issuer's personnel, and current or potential investors in Issuer's securities. These other clients may have interests in conflict with Issuer's interests and the interests of such other clients could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from BOKFS effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by BOKFS to Issuer.

***Secondary Market Transactions in Issuer's Securities.*** BOKFS may take a principal position in securities, including Issuer's securities, and therefore BOKFS could have interests in conflict with Issuer with respect to the value of Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, BOKFS or its affiliates may submit orders for and acquire Issuer's securities issued in an Issue under the Engagement Letter from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Issuer in that it could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing of Issuer's securities in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by BOKFS to Issuer.

## **Part B – Disclosures of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, BOKFS sets out below required disclosures and related information in connection with such disclosures.

***Material Legal or Disciplinary Event.*** There are no legal or disciplinary events that are material to Issuer's evaluation of BOKFS or the integrity of BOKFS's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

June 18, 2015 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegation was related to the due diligence conducted by the firm to establish a reasonable basis that certain material representations made by issuers in official statements connected with the offerings were accurate. The violations were self-reported by BOKFS pursuant to the SEC's Municipalities Continuing Disclosure Cooperation ("MCDC") Initiative.



October 21, 2015 – A regulatory action against BOKFS by FINRA was resolved via an Acceptance, Waiver & Consent. The allegations were related to “fair and reasonable” pricing of corporate bond transactions.

March 11, 2019 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegations were related to inadequate disclosure language in the firm’s ADV brochures regarding the selection of mutual fund share classes that contain 12b-1 fees when share classes that did not contain 12b-1 fees were potentially available. The violations were self-reported by BOKFS pursuant to the SEC’s Share Class Selection Disclosure (“SCSD”) Initiative.

Details of the events disclosed above can be found in the firm’s Form MA available through the SEC’s EDGAR Filing System (<https://www.sec.gov/edgar/searchedgar/companysearch.html>). Search for “BOK Financial Securities, Inc.” to view the firm’s most recent Form MA filing.

***Future Supplemental Disclosures.*** As required by MSRB Rule G-42, this Section may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest, or to provide updated information with regard to any legal or disciplinary events of BOKFS. BOKFS will provide Issuer with any such supplement or amendment as it becomes available throughout the term of the Engagement Letter.

## RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA (THE "CITY") APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE PRYOR PUBLIC WORKS AUTHORITY (THE "AUTHORITY") ISSUING ITS SALES TAX REVENUE NOTE, SERIES 2022 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE NOTE INDENTURE, AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO THE YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUES; **ESTABLISHING THE CITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY OR ON BEHALF OF SAID CITY IN CALENDAR YEAR 2022, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION**; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

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

SECTION 1. INDEBTEDNESS AUTHORIZED. The Pryor Public Works Authority (the "Authority") is hereby authorized to incur an indebtedness by the issuance of its Sales Tax Revenue Note, Series 2022 in the amount of \$3,130,000, according to the terms and conditions of a Series 2022 Supplemental Note Indenture, as it supplements and amends a Note Indenture dated as of June 1, 2019 (collectively, the "Note Indenture"), both by and between the Authority and BOKF, NA, as Trustee, provided that said Note shall never constitute a debt of The City of Pryor Creek, Oklahoma (the "City").

SECTION 2. ORGANIZATIONAL DOCUMENT SUBJECT TO NOTE INDENTURE. The organizational document creating the Authority, is hereby made subject to the terms of the Note Indenture authorizing the issuance and securing the payment of the Note as more fully described in Section 1 hereof.

SECTION 3. WAIVING COMPETITIVE BIDDING; APPROVAL OF SALE PROCEEDINGS. The waiving of competitive bidding for the sale of the Note and the sale of said Note by the Authority to a financial institution (referred to herein as the "Purchaser"), at a price of par, is hereby approved. The Authority shall designate the Purchaser of the Note in its Certificate of Determination to be executed at or prior to closing of the Note.

SECTION 4. SALES TAX AGREEMENT. The City hereby ratifies and confirms a Sales Tax Agreement dated as of June 1, 2019, by and between the City and the Authority (the "Sales Tax Agreement"), which Sales Tax Agreement pertains to a year-to-year pledge of certain sales tax revenue as security for the Note.



SECTION 5. CITY'S EXPECTATIONS. The City anticipates that the total amount of tax-exempt obligations (other than private activity bonds) issued by the Authority or other issuers on behalf of said City, will not exceed \$10,000,000 for calendar year 2022, and the City hereby designates the Note to be a qualified tax-exempt obligation with respect to the financial institution interest deduction provisions contained in the Internal Revenue Code of 1986, as amended (the "Code"), and irrevocably allocates to the Authority not to exceed \$3,130,000 of the City's \$5,000,000 exemption from the rebate requirements pursuant to Section 148(f)(4)(D) of the Code, and authorizes the Mayor or Vice Mayor to execute and deliver on behalf of the City a Certificate of Designation to that effect.

SECTION 6. AUTHORIZING EXECUTION. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City representing the City at the closing of the above-referenced note issue are hereby authorized to execute and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Note, as directed by Bond Counsel; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the City; and to execute, record and file any and all the necessary financing statements and security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED THIS 18<sup>TH</sup> DAY OF JANUARY, 2022.

THE CITY OF PRYOR CREEK, OKLAHOMA

(SEAL)

---

Mayor

ATTEST:

---

City Clerk

CERTIFICATE  
OF  
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of The City of Pryor Creek, Oklahoma.

I further certify that the City Council of The City of Pryor Creek, Oklahoma, held a Regular Meeting at 6:00 o'clock P.M., on January 18, 2022, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Councilmembers present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 18<sup>TH</sup> DAY OF JANUARY, 2022.

THE CITY OF PRYOR CREEK, OKLAHOMA

(SEAL)

\_\_\_\_\_  
City Clerk

**MINUTES  
CITY COUNCIL MEETING  
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING  
CITY OF PRYOR CREEK, OKLAHOMA  
TUESDAY, JANUARY 4<sup>TH</sup>, 2022 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 Steve Smith. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Jon Ketcher, Choya Shropshire, Dennis Nance, Steve Smith, Briana Brakefield, Jimmy Tramel. Members absent: Randy Chitwood.

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

Others present: Police Officer Dustin Van Horn, Jeanette Anderson, Dan Hazelton, Chris Gonthier, Lora Siever, Kemie 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**

Janzen reported on the latest COVID variant, Omicron. He stated that it makes up more than 50% of the current cases. It is more contagious but is less severe than the Delta variant. Tulsa County reported 4,100 new cases last week. Mayes County has only had 130 over the last 30 days. St. Francis in Tulsa stated that their ER is full, and they are having trouble finding beds for everyone, again. Testing facilities are backed up in Tulsa, but Pryor is not having that issue. People can still walk into the Health Department to be tested.

**c. Fire**

Young reported that they have been trying to chase down parts for some of their trucks which are hard to find. He reported that they started a Firefighter 2 Academy last night. Training is kicking off for Hazmat and other areas.

**d. Golf**

Bowman thanked the Council for the gift cards. He reported that December was another record month, which makes six in a row. The membership special went better than last year. He also reported on the final numbers from the BooHaHa event, which were a revenue of \$15,776.83 over \$5,560.06 in expenditures. They are still working to determine what nonprofit to bless with the proceeds.

**e. Library**

Rerat reported that she is currently working on getting the E-Rate Category 2 funding proposal sent in. This will be for the data in the new addition. The FCC should pay for 80% of it, and the state will hopefully pay the remaining 20%.

**f. Parks / Cemetery**

No report.

**g. Police**

Nichols had no report but asked if anyone had questions.

**h. Recreation Center**

Long reported that it is the new year, so the place is packed morning, noon and night. Kelsie is working on having a new challenge each month. There will be a basketball tournament in memory of Debbie Lyons around the time of March Madness. The re-roof project started yesterday in spite of the wind. The new

exercise equipment will be in soon, and hopefully the surplused equipment will go out about the same time, once the auction ends.

**i. Street**

Steve Smith reported in Glenn’s absence that they are trimming trees and sucking up leaves. There was an area at 1<sup>st</sup> and Elliott that had some brush overhanging into the road, which they mitigated. There was also a pothole right in front on Sandusky’s walkway, so they repaired it.

**4. MAYOR’S REPORT:**

**a. Discussion and possible action regarding resignation of Yolanda Thompson from City Council Ward 4, effective 12/31/21.**

Motion was made by Shropshire, second by Smith to approve resignation of Yolanda Thompson from City Council Ward 4, effective 12/31/21. The Council members thanked Yolanda for her time on City Council. Voting yes: Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel. Voting no: none.

**b. Discussion and possible action regarding Mayor’s appointment of Lori Siever to fill Ward 4 Council Seat left vacant by the resignation of Yolanda Thompson.**

Motion was made by Nance, second by Smith to approve Mayor’s appointment of Lori Siever to fill Ward 4 Council Seat left vacant by the resignation of Yolanda Thompson. Voting yes: Shropshire, Nance, Smith, Brakefield, Tramel, Ketcher. Voting no: none.

**5. CITY ATTORNEY’S REPORT:**

There was 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 December 21<sup>st</sup>, 2021 Council meeting.
- b. Approve payroll purchase orders through January 7<sup>th</sup>, 2022.
- c. Approve claims for purchase orders through January 4<sup>th</sup>, 2022.

<b>FUNDS</b>	<b>PURCHASE ORDER NUMBER</b>	<b>TOTALS</b>
GENERAL	2120211576 - 911264B	44,207.28
COVID REIMBURSEMENT	911280B	22,268.00
STREET & DRAINAGE	2120211557 - 2120211565	3,895.47
GOLF COURSE	2120211573 - 2120211557	2,577.34
CAPITAL OUTLAY	2120211550	377.16
REAL PROPERTY ACQUIS.	911265B - 2120211560	1,244.00
RECREATION CENTER	2120211502 - 2120211504	24,228.54
<b>TOTAL</b>		<b>98,797.79</b>
<b>NO BLANKETS</b>		

- d. Acknowledge receipt of deficient purchase orders.  
*There were no deficient purchase orders.*
- e. Discussion and possible action regarding the reappointment of Scott Miller to Seat #5 of the Economic Development Trust Authority, term ending 1/13/24.
- f. Discussion and possible action regarding reappointing Mayor as representative to the Grand Gateway Board of Directors for 2022 or accepting nominations from Council.
- g. Discussion and possible action regarding accepting resignation of Lori Siever from Seat #5 of the City of Pryor Creek Park Board, effective 12/31/21.

Motion was made by Ketcher, second by Smith to approve items a – g. Voting yes: Nance, Smith, Brakefield, Tramel, Ketcher, Shropshire. Voting no: none.

**7. COMMITTEE REPORTS:**

**a. Budget and Personnel (Brakefield)**

Brakefield reported that the next Budget and Personnel meeting will be January 11<sup>th</sup>, 2022 at 5:30 p.m.

**b. Ordinance and Insurance (Shropshire)**

Shropshire had nothing to report at this time.

**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: Smith, Brakefield, Tramel, Ketcher, Shropshire, Nance. Voting no: none.

**PRYOR PUBLIC WORKS AUTHORITY**

**1. CALL TO ORDER.**

Meeting was called to order at 6:20 p.m.

**2. APPROVE MINUTES OF DECEMBER 21<sup>st</sup>, 2021 MEETING.**

Motion was made by Ketcher, second by Smith to approve minutes of December 21<sup>st</sup>, 2021 meeting. Voting yes: Brakefield, Tramel, Ketcher, Shropshire, Nance, Smith. Voting no: none.

**3. UNFORESEEABLE BUSINESS.**

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

There was no unforeseeable business.

**4. ADJOURN.**

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

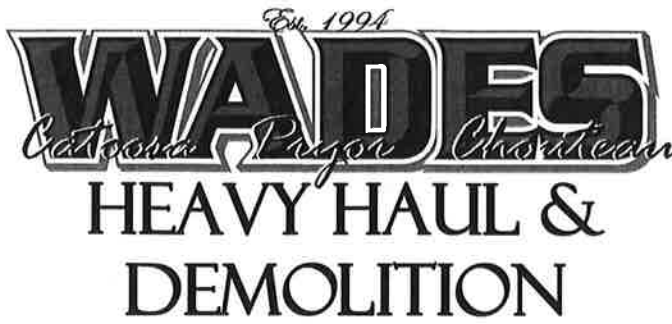
MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN LARRY LEES

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

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P.O. Box 833  
Pryor, OK 74362  
Phone: 918/825-6910  
or 918/266-5900  
Fax: 918-825-7001  
E-Mail:  
wadeswrecker@att.net  
wadeswreckerservice.com



Date: 1-12-20

- FINAL INVOICE  
 ESTIMATE ONLY

**Requestor Information:**

City of Pryor

**Job Location/Address:**

REF #

308 & 308 1/2 SE 2nd st  
Pryor Ok

Rep:

**PRICING DESCRIPTION & NOTES:**

Demo house & 2 smaller structures & haul dirt back in & level

Quote pricing is valid for 7 days unless otherwise noted.  
Payment is due at time of service.  
Please note all invoices are subject to a 15% weekly  
finance charge beginning 7 days from invoice.

**CASH TOTAL PRICE: 2998<sup>00</sup>**

ANY METHOD OF PAYMENT OTHER THAN CASH MAY RESULT IN PRICE CHANGES.

ALL PRICES ARE SUBJECT TO CHANGE.

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

QUOTATION SUBMITTAL

Firm or Corporation Name: Tibbets Trucking  
Mailing Address: 1700 E. 480 rd  
City/State/Zip: Pryor, OK 74361  
Contact Person: Bruce Tibbets  
Title: Owner  
Phone/Cell: 918-373-5229  
E-Mail: Tibbetstruckng@gmail.com

Property:

Amount:

308 and 308 ½ SE Second St  
Houses, anyout building or garage, small bushes  
and vegetation (See previous page) - Lot  
Numbered One (1) and the North 34.893  
feet of Lot Numbered Four (4) in Block  
Numbered Sixty-four (64), LESS AND  
EXCEPT the East 76.48 feet of Lot  
Numbered One (1), AND LESS AND  
EXCEPT the East 71.79 feet of the North  
34.893 feet of Lot Numbered Four (4) in  
said Block Numbered Sixty-four (64) in the  
Incorporated Town of PRYOR CREEK,  
Mayes County, State of Oklahoma,  
according to the United States Government  
Survey and Plat thereof.

\$ 5,500.00

Completion Date:  
\_\_\_\_\_



Please attach copy of liability insurance form.

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

Ben Tisbet  
Name

12-22-21  
Date

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

**Site Characteristics**

**ADDRESS:** 308 and 308 ½ SE Second St

**LEGAL:** Lot Numbered One (1) and the North 34.893 feet of Lot Numbered Four (4) in Block Numbered Sixty-four (64), LESS AND EXCEPT the East 76.48 feet of Lot Numbered One (1), AND LESS AND EXCEPT the East 71.79 feet of the North 34.893 feet of Lot Numbered Four (4) in said Block Numbered Sixty-four (64) in the Incorporated Town of PRYOR CREEK, Mayes County, State of Oklahoma, according to the United States Government Survey and Plat thereof.

**OWNER:** Milton Barr c/o David  
Barr

**COMMENTS:** Along with structures - Remove vegetation. Cap sewer if needed and restore lot to a mowable grade.



7454 E 41<sup>st</sup> Street Tulsa, OK 74145  
918-627-8080

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

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

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

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

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

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

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

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

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

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

UNITED ENGINES LLC

CUSTOMER: PRYOR CITY HALL

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date 1/3/2022

Date: \_\_\_\_\_

Oklahoma City, Oklahoma • Tulsa, Oklahoma • Little Rock, Arkansas • Shreveport, Louisiana  
(405) 947-3321 (918) 627-8080 (501) 562-5565 (318) 635-8022



7454 E 41<sup>st</sup> Street Tulsa, OK 74145  
918-627-8080

Dated: 1/3/2022

**Exhibit A**

## Equipment List

Site Name                      Brand                      KW                      Serial Number  
12 N. Rowe                      MTU                      350                      357889-1-1-0313

## Maintenance Costs

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

Physical Address: 12 N Rowe

City, State, ZIP: Pryor, OK

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



7454 E 41<sup>st</sup> Street Tulsa, OK 74145  
918-627-8080

Dated 1/3/2022

Exhibit B

The following services shall be performed on the Equipment:

	Annually	Semi-Annually
Change Oil	<u>  x  </u>	<u>      </u>
Change Oil Filters	<u>  x  </u>	<u>      </u>
Change Fuel Filters	<u>  x  </u>	<u>      </u>
Change Air Filters	<u>  x  </u>	<u>      </u>
Check Air Filters and Indicators	<u>  x  </u>	<u>  x  </u>
Check Antifreeze and Inhibitor Levels	<u>  x  </u>	<u>  x  </u>
Check Antifreeze and Nalcool	<u>  x  </u>	<u>  x  </u>
Check Cooling System Vents for Plugging	<u>  x  </u>	<u>  x  </u>
Check Battery and Connections	<u>  x  </u>	<u>  x  </u>
Check Operations of Battery Charger	<u>  x  </u>	<u>  x  </u>
Check and Adjust Belts	<u>  x  </u>	<u>  x  </u>
Replace Belts as Needed	<u>  Note  </u>	<u>  Note  </u>
Check Hose Connections and Condition	<u>  x  </u>	<u>  x  </u>
Replace Fuel Hoses as Needed	<u>  Note  </u>	<u>  Note  </u>
Check Coolant Heater for Proper Operation	<u>  x  </u>	<u>  x  </u>
Check all Safety and Alarm Signals	<u>  x  </u>	<u>  x  </u>
Overcrank Overspeed	<u>  x  </u>	<u>  x  </u>
High Temperature	<u>  x  </u>	<u>  x  </u>
Low Oil	<u>  x  </u>	<u>  x  </u>
Low Temperature	<u>  x  </u>	<u>  x  </u>
Low Fuel	<u>  x  </u>	<u>  x  </u>
Others:	<u>  x  </u>	<u>  x  </u>
Check and Grease Generator and Engine		
Fan Hub Bearings	<u>  x  </u>	<u>  x  </u>
Inspect Air Intake and Exhaust Systems	<u>  x  </u>	<u>  x  </u>
Check Fuel Systems	<u>  x  </u>	<u>  x  </u>
Start, Run and Test Unit	<u>  x  </u>	<u>  x  </u>
Transfer Test	<u>  x  </u>	<u>  x  </u>

**NOTE:** Items not included in the maintenance agreement unless covered under standard or extended warranty coverage. This work will be performed and invoiced separately – Upon customer approval.

Oklahoma City, Oklahoma • Tulsa, Oklahoma • Little Rock, Arkansas • Shreveport, Louisiana  
(405) 947-3321                      (918) 627-8080                      (501) 562-5565                      (318) 635-8022



## A quote for your consideration

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

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

<b>Quote No.</b>	<b>3000105845774.1</b>	<b>Sales Rep</b>	Jonathan Hernandez
<b>Total</b>	<b>\$6,607.24</b>	<b>Phone</b>	(800) 456-3355, 6179283
<b>Customer #</b>	70361194	<b>Email</b>	Jonathan_Hernandez1@Dell.com
<b>Quoted On</b>	Nov. 18, 2021	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Dec. 18, 2021		CITY OF PRYOR CREEK
<b>Contract Name</b>	Dell NASPO Computer		P O BOX 1167
<b>Contract Code</b>	Equipment PA - State of OK		6 NORTH ADAIR
<b>Contract Agreement #</b>	C000000181161		PRYOR, OK 74362
	MNWNC-108 / SW1020D		

### Message from your Sales Rep

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

Regards,  
Jonathan Hernandez

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
KEVIN TRAMEL CITY OF PRYOR CREEK 214 SOUTH MILL PRYOR, OK 74361 (918) 825-1212	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Havis DS-DELL-412 - Docking station - VGA, HDMI - 10Mb LAN - 90-watt	\$613.17	6	\$3,679.02
Havis Premium Passenger Side Mount Package - mounting kit	\$456.65	6	\$2,739.90
Havis C-HDM 176 - Mounting component (mounting base) for Laptop / keyboard / docking station - steel - car seat bolts	\$94.59	1	\$94.59

<b>Havis C-HDM 1003 - Mounting component (base plate, offset bracket) - heavy gauge welded steel - black - car seat bolts</b>	<b>\$93.73</b>	<b>1</b>	<b>\$93.73</b>
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<b>Subtotal:</b>	<b>\$6,607.24</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$6,607.24</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$6,607.24</b>
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## Shipping Group Details

### Shipping To

KEVIN TRAMEL  
CITY OF PRYOR CREEK  
214 SOUTH MILL  
PRYOR, OK 74361  
(918) 825-1212

### Shipping Method

Standard Delivery

<b>Havis DS-DELL-412 - Docking station - VGA, HDMI - 10Mb LAN - 90-watt</b>	\$613.17	Quantity 6	Subtotal \$3,679.02
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Estimated delivery if purchased today:

Jan. 12, 2022

Contract # C000000181161

Customer Agreement # MNWNC-108 / SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
Havis DS-DELL-412 - Docking station - VGA, HDMI - 10Mb LAN - 90-watt	AA472902	-	6	-

		Quantity 6	Subtotal \$2,739.90
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### Havis Premium Passenger Side Mount Package - mounting kit

Estimated delivery if purchased today:

Feb. 07, 2022

Contract # C000000181161

Customer Agreement # MNWNC-108 / SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
Havis Premium Passenger Side Mount Package - mounting kit	AA655163	-	6	-

		Quantity 1	Subtotal \$94.59
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### Havis C-HDM 176 - Mounting component (mounting base) for Laptop / keyboard / docking station - steel - car seat bolts

Estimated delivery if purchased today:

Jan. 12, 2022

Contract # C000000181161

Customer Agreement # MNWNC-108 / SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
Havis C-HDM 176 - Mounting component (mounting base) for Laptop / keyboard / docking station - steel - car seat bolts	A8548444	-	1	-

		Quantity 1	Subtotal \$93.73
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### Havis C-HDM 1003 - Mounting component (base plate, offset bracket) - heavy gauge welded steel - black - car seat bolts

Estimated delivery if purchased today:

Dec. 16, 2021

Contract # C000000181161

Customer Agreement # MNWNC-108 / SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
Havis C-HDM 1003 - Mounting component (base plate, offset bracket) - heavy gauge welded steel - black - car seat bolts	AA802938	-	1	-

<b>Subtotal:</b>	<b>\$6,607.24</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

**Total: \$6,607.24**

## Important Notes

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### Terms of Sale

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

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

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

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

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

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

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

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

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





# Quotation

## KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406  
913-492-1400 Fax 913-492-1703  
sales@kustomsignals.com www.kustomsignals.com

Date 11/17/2021

To... KEVIN TRAMEL  
PRYOR CREEK POLICE DEPT

214 S MILL ST  
PRYOR OK 74361-5222

Quote # -686955364921SC  
Terms Per Approved Terms  
This Quote Expires on 02/15/2022  
Phone 918-825-1212  
Fax 918-825-2223

Qty	Product Description	UnitPrice	SubTotal
	Oklahoma NASPO Contract# 00218		\$0.00
			\$0.00
6	Eagle 3 Dual Ka-band antenna with Same Direction, Fastest and Scan Mode	\$2,542.00	\$15,252.00
	Includes Shipping		\$0.00
			\$0.00
	3-Year Standard Warranty		\$0.00
		<b>Total</b>	<b>\$15,252.00</b>

Signature *Jenny Coughenour*

\* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

**KUSTOM SIGNALS, INC.**  
**TERMS AND CONDITIONS**

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.  
Attn: Sales Dept.  
9652 Loiret  
Lenexa, KS 66219

Billing Address:  
 PRYOR, CITY OF  
 PO BOX 1167  
 PRYOR, OK 74362  
 US

Quote Date:12/06/2021  
 Expiration Date:01/01/2022  
 Quote Created By:  
 Carl Wilson  
 carl@muskogeecomm.org

End Customer:  
 PRYOR, CITY OF  
 Kevin Tramel  
 tramelk@pryorcreek.org

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	1	\$3,253.00	\$2,374.69	\$2,374.69
1a	G90AC	ADD: NO MICROPHONE NEEDED APX	1	\$0.00	\$0.00	\$0.00
1b	G72AD	ADD: APX O3 HANDHELD CH	1	\$1,041.00	\$759.93	\$759.93
1c	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	\$0.00	\$0.00	\$0.00
1d	GA01576AB	ADD: SMA TO QMA ADAPTER	1	\$0.00	\$0.00	\$0.00
1e	G51AU	ENH: SMARTZONE OPERATION APX6500	1	\$1,320.00	\$963.60	\$963.60
1f	G67DR	ADD: REMOTE MOUNT O3 APXM	1	\$327.00	\$238.71	\$238.71
1g	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	\$176.00	\$176.00	\$176.00
1h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	\$66.00	\$48.18	\$48.18
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	1	\$0.00	\$0.00	\$0.00
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	\$567.00	\$413.91	\$413.91
1l	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT	1	\$11.00	\$8.03	\$8.03
1m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	1	\$47.00	\$34.31	\$34.31
1n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	\$330.00	\$240.90	\$240.90
2	PMLN4958B	O3 CAN 17' EXTENSION CABLE	1	\$129.33	\$103.46	\$103.46
<b>Grand Total</b>					<b>\$5,361.72(USD)</b>	

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

**WatchGuard Video**

415 E. Exchange  
Allen, TX 75002  
(P) 800-605-6734 (F) 212-383-9661



**Prepared For:**

Pryor Creek Police Department - Attention: Kevin Tramel  
6 ELITE DVR with VISTA WIFI 4-20-21

QUOTATION - WTC-0458-03

DATE: 01-12-22

**CONTRACT NUMBER OK-MA-145-NASPO 010 SW1057W**

**6 ELITE 4RE VISTA WIFI integrated systems**

one additional IR camera per systems

Deliverables / Materials / Services	Qty	Sell Price	Amount
<b>4RE Elite DVR with HD Panoramic Front Camera, Cabin Camera, 2 Auxiliary Cameras</b>	<b>6</b>	<b>\$5,660.00</b>	<b>\$33,960.00</b>
IV-4RE-EH-PX-12			
4RE Elite DVR Camera System			
HD Panoramic Front Camera			
Touch Screen Display			
Integrated 200GB automotive grade hard drive			
16GB USB removable thumb drive			
Rear facing cabin camera			
2 Auxiliary cameras			
Internal GPS			
1 Yr Hardware Warranty			
Cabling and your choice of mounting bracket.			
4RE Firmware			
Record-After-the-Fact® (RATF) technology			
Multiple Resolution Encoding			
H.264 High Profile Video Compression			
<b>VISTA HD, WiFi Extended Wearable Camera, with Magnetic Center Mount</b>	<b>6</b>	<b>\$995.00</b>	<b>\$5,970.00</b>
BW-VWF-11--			
VISTA HD, WiFi Extended Wearable Camera, Enhanced ESD Protection			
Magnetic Center Mount			

<b>VISTA WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch.</b>	<b>6</b>	<b>\$0.00</b>	<b>\$0.00</b>
IV-ACK-BD-VW---			
VISTA WiFi In-car Radio Base Bundle			
WiFi Charging Radio Base			
Smart PoE Switch			
Cables and Brackets			
<b>MikroTik Configured Wireless Kit, 802.11n, Drill Mount</b>	<b>6</b>	<b>\$200.00</b>	<b>\$1,200.00</b>
IV-ACK-WF-CP-DM			
MikroTik Configured Wireless Kit, 4RE In-Car 802.11n			
Radio, Antenna, PoE, 2-10' Ethernet Cables			
Drill Mount			
<b>Bracket Kit, 4R DVR, Universal</b>	<b>6</b>	<b>\$0.00</b>	<b>\$0.00</b>
WGP01443-001-KIT			
<b>Additional IR Camera</b>	<b>6</b>	<b>\$195.00</b>	<b>\$1,170.00</b>
DV1-AOH-GPS-RFB			
<b>Subtotal Price</b>			<b>\$42,300.00</b>

**three year hardware warranties**

<b>Deliverables / Materials / Services</b>	<b>Qty</b>	<b>Sell Price</b>	<b>Amount</b>
<b>Evidence Library 4 Web VISTA Device License Key</b>	<b>6</b>	<b>\$150.00</b>	<b>\$900.00</b>
WGP02400-200			
<b>Warranty, 4RE, In-Car, 1st Year (Months 1-12)</b>	<b>6</b>	<b>\$0.00</b>	<b>\$0.00</b>
WGW00124			
<b>Warranty, 4RE, In-Car, 2nd Year (Months 13-24)</b>	<b>6</b>	<b>\$0.00</b>	<b>\$0.00</b>
WGW00125			
<b>Warranty, 4RE, In-Car, 3rd Year (Months 25-36)</b>	<b>6</b>	<b>\$0.00</b>	<b>\$0.00</b>
WGW00126			
<b>Warranty, VISTA WiFi, 3 Year No-Fault Hardware Warranty Bundle</b>	<b>6</b>	<b>\$650.00</b>	<b>\$3,900.00</b>
WGW00156-400			

<b>Subtotal Price</b>	<b>\$4,800.00</b>
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### First Year Device Licenses

Deliverables / Materials / Services	Qty	Sell Price	Amount
<b>Evidence Library 4 Web 4RE Combo-Discount Device License Key</b>	<b>6</b>	<b>\$75.00</b>	<b>\$450.00</b>
WGP02400-300			
<b>Subtotal Price</b>			<b>\$450.00</b>

Deliverables / Materials / Services	Qty
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<b>Shipping - BWC Unit</b>	<b>6</b>
FRT-BWC-01	
Freight delivery for each Body Worn Camera Unit	

<b>Shipping - ICV Unit</b>	<b>6</b>
FRT-ICV-01	
Freight delivery for each In Car Video Unit	

<b>Radar Interface Cable for Kustom Eagle, 12'</b>	<b>6</b>
WGA204-002	

<b>Subtotal Price</b>	<b>\$450.00</b>
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<b>Total Price</b>	<b>\$48,000.00</b>
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#### Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

7. CONTRACT NUMBER OK-MA-145-NASPO 010 SW1057W
8. Kustom Signals Eagle III radar interface cable

Quoted by:

Tim Culberson - Customer Engagement Representative - 800-605-6734 - [tim.culberson@motorolasolutions.com](mailto:tim.culberson@motorolasolutions.com)



## Terms & Conditions

These Terms and Conditions apply to Quote WTC-0458-03 to which they are attached and, together with a WatchGuard purchase order, and the WatchGuard Subscription Services Agreement (this Quote, the purchase order, and the Subscription Services Agreement, collectively the "Agreement") that you will enter into with WatchGuard Video, Inc. or its affiliates ("WatchGuard, "we" or "us"), forms the entire agreement between WatchGuard and you for the provision of the Services, as defined in this Quote. By your signature electronically applied to this Quote you agree to accept and pay for the Services according to the terms set forth herein. In the event of a conflict in interpretation of the terms of this Quote, the purchase order, and the Subscription Services Agreement, the order of priority in interpretation shall be (i) the Subscription Services Agreement, (ii) the purchase order, and (iii) this Quote.

All prices for the Services set forth in the Quote are in US Dollars. Quoted prices shall remain firm for thirty (30) days from the date on the face of the Quote. After such 30-day period we may adjust quoted prices, which will require a new quote.

IN WITNESS WHEREOF, the Customer, by signing below, agrees to and accepts the Services described in this Quote, which includes the Terms and Conditions attached hereto and made a part hereof.

### Customer:

Customer Organization Name: \_\_\_\_\_

Signer's Full Name: \_\_\_\_\_

Signer's Company Title: \_\_\_\_\_

Signer's Email Address: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_

### Motorola Solutions Inc.

Signer's Full Name: \_\_\_\_\_

Signer's Company Title: \_\_\_\_\_

Signer's Email Address: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_

## RESOLUTION

A RESOLUTION AUTHORIZING THE PRYOR PUBLIC WORKS AUTHORITY'S FINANCIAL ADVISOR TO DISTRIBUTE BID PACKAGES TO PROSPECTIVE FINANCIAL INSTITUTIONS IN CONNECTION WITH A PROPOSED SALES TAX REVENUE FINANCING; AUTHORIZING THE PRYOR PUBLIC WORKS AUTHORITY (THE "AUTHORITY") TO ISSUE ITS SALES TAX REVENUE NOTE, SERIES 2022 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,130,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; APPROVING AND AUTHORIZING EXECUTION OF A SERIES 2022 SUPPLEMENTAL NOTE INDENTURE AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE NOTE INDENTURE; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION, INCLUDING PROFESSIONAL SERVICES AGREEMENTS; ESTABLISHING THE AUTHORITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE AUTHORITY IN CALENDAR YEAR 2022, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE PRYOR PUBLIC WORKS AUTHORITY:

SECTION 1. PRELIMINARY AUTHORIZATION. The Pryor Public Works Authority (the "Authority") authorizes BOK Financial Securities, Inc., as the Authority's Financial Advisor, to distribute bid packages (as deemed appropriate) to financial institutions in connection with the proposed sale of the Note (as hereinafter defined).

SECTION 2. INDEBTEDNESS AUTHORIZED. The Authority is authorized to incur an indebtedness by the issuance of its Sales Tax Revenue Note, Series 2022 for and on behalf of The City of Pryor Creek, Oklahoma (the "City"), in an aggregate principal amount of \$3,130,000 (the "Note") for the purpose of (i) financing certain capital expenditures to include, but not limited to police and firefighting facilities, public library expansion, and such other capital expenditures as determined by the Mayor and City Council of the City, all for the use and benefit of the City or any public trust with the City as a beneficiary, along with related costs; and (ii) paying certain costs associated with the issuance of the Note. The Note shall bear interest at the rate of not-to-exceed 2.90% per annum and shall mature on or before January 1, 2035, and shall be payable in semi-annual principal installments as authorized pursuant to a Certificate of Determination. The Chairman or Vice

Chairman are hereby authorized to execute the Certificate of Determination setting forth the maturity date, interest rate, principal installments, and Purchaser (as described in Section 3 herein) of the Note.

SECTION 3. COMPETITIVE BIDDING WAIVED. Competitive bidding on the sale of said Note is waived and the Note is authorized to be sold to a financial institution (referred to herein as the “Purchaser”), at a price of par. The Chairman or Vice Chairman shall designate the Purchaser within the Certificate of Determination referenced in Section 2 herein.

SECTION 4. SALES TAX AGREEMENT. The Authority hereby ratifies and confirms the Sales Tax Agreement dated as of June 1, 2019, between the City and the Authority (the “Sales Tax Agreement”), which Sales Tax Agreement pertains to a year-to-year pledge of certain sales tax revenue as security for the Note.

SECTION 5. SERIES 2022 SUPPLEMENTAL NOTE INDENTURE. The Series 2022 Supplemental Note Indenture, as it supplements and amends that certain Note Indenture dated as of June 1, 2019, both by and between the Authority and BOKF, NA, as Trustee, authorizing the issuance of and securing the payment of the Note approved in Section 1 hereof, is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 6. ORGANIZATIONAL DOCUMENT SUBJECT TO THE NOTE INDENTURE. The organizational document creating the Authority is subject to the provisions of the Note Indenture referenced in Section 5 hereof.

SECTION 7. CERTIFICATE OF DESIGNATION. The Authority anticipates that the total amount of tax-exempt obligations (other than private activity bonds) issued by the Authority or other issuers on behalf of The City of Pryor Creek, Oklahoma, will not exceed \$10,000,000 for calendar year 2022, and hereby designates the Note to be a qualified tax-exempt obligation with respect to the financial institution interest deduction provisions contained in the Internal Revenue Code of 1986, as amended, and authorizes the Chairman or Vice Chairman of the Authority to execute and deliver on behalf of the Authority a Certificate of Designation to that effect.

SECTION 8. EXECUTION OF NECESSARY DOCUMENTS. The Chairman or Vice-Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed on behalf of the Authority to execute and deliver the Note to the Purchaser upon receipt of the purchase price and are further authorized and directed to execute all necessary documentation and closing and delivery papers required by Bond Counsel, including professional services agreements with BOK Financial Services, Inc., as Financial Advisor, and with The Public Finance Law Group PLLC, as Bond Counsel and with Ritchie, Rock, McBride & Atwood Law Firm, as Authority Counsel; approve the disbursement of the proceeds of the Note, including any costs of issuance; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the Authority; and to execute, record and file any and all the necessary financing statements and security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

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PASSED AND APPROVED THIS 18<sup>TH</sup> DAY OF JANUARY, 2022.

PRYOR PUBLIC WORKS AUTHORITY

(SEAL)

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Chairman

ATTEST:

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Secretary

CERTIFICATE  
OF  
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly and acting Secretary of the Pryor Public Works Authority.

I further certify that the Trustees of the Pryor Public Works Authority held a Regular Meeting at 6:00 o'clock P.M., on January 18, 2022, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 18<sup>TH</sup> DAY OF JANUARY, 2022.

PRYOR PUBLIC WORKS AUTHORITY

(SEAL)

\_\_\_\_\_  
Secretary of Authority

t 405.235.3413 • f 405.235.2807  
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

**RITCHIE ROCK McBRIDE & ATWOOD LAW FIRM**

21 N. VANN STREET  
P.O. BOX 246  
PRYOR CREEK, OK 74362-0246  
TELEPHONE (918) 825-4558

**AGREEMENT FOR BOND COUNSEL AND ISSUER COUNSEL SERVICES**

PRYOR PUBLIC WORKS AUTHORITY,  
SALES TAX REVENUE NOTE, SERIES 2022

THIS AGREEMENT is entered into as of January 18, 2022, by and among THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”), RITCHIE ROCK McBRIDE & ATWOOD LAW FIRM (“RITCHIE” or “Issuer’s Counsel”), and the PRYOR PUBLIC WORKS AUTHORITY (the “Issuer”), a public trust with The City of Pryor Creek, Oklahoma (the “City”) as its beneficiary, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel and RITCHIE as Issuer’s Counsel in connection with financing certain capital expenditures to include, but not limited to police and firefighting facilities, public library expansion, and such other capital expenditures as determined by the Mayor and City Council of the City, all for the use and benefit of the City or any public trust with the City as a beneficiary, along with related costs (the “Project”); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue or cause to be issued one or more of its Sales Tax Revenue Note, Series 2022 in the approximate principal amount of \$3,130,000 (the “Note”); and

WHEREAS, PFLG and RITCHIE possess the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

**1. Scope of Services.**

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the Issuer and the City, including the City Manager, City Attorney, Issuer's Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.
- (2) Preparation of loan, security and other authorizing documents (the "Financing Documents").
- (3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.
- (4) Attendance at such meetings or hearings of the Issuer and the City and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer and the City as they may request.
- (5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.
- (6) Rendering of bond counsel's customary final legal opinion on the validity of the Note and, with respect to the tax-exempt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by RITCHIE for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by BOK Financial Securities, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided, certifications made by, and opinions provided by counsel to, Issuer, the Independent Registered Municipal Advisor,

property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to the Issuer's Official Statement and/or any Continuing Disclosure Undertakings for the Note, including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Note. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, proceeds of the Note, or the Project after issuance of the Note.

B. *Issuer Counsel Services.* RITCHIE will render the following services as Issuer's Counsel to the Issuer:

- (1) Consultation with representatives of the Issuer and the City, including the Chairman of the Issuer, City Attorney, Bond Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.
- (2) Assistance in the preparation and review of the Financing Documents.
- (3) Attendance at such meetings or hearings of the Issuer and the City and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer and the City as they may request.
- (4) Rendering of Issuer Counsel's customary final legal opinion on the organization of the Issuer, the binding nature of any legal obligations of the Issuer, the nature of any pending litigation involving the Issuer, and the status of title of certain real property utilized by the Issuer.

The obligations of Issuer's Counsel under this agreement shall be limited to the legal services rendered in connection with the issuance of the Note and shall not include any legal services in connection with the acquisition or condemnation of property to be utilized in connection with the Project.

## **2. Compensation and Reimbursements.**

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the Note of one and one-half percent (1.5%) of the original principal amount of the Note.



B. *Compensation for Issuer's Counsel Services.* For services as Issuer's Counsel to the Issuer, RITCHIE shall be paid a fixed fee at the time of issuance of the Note of three-quarters of one percent (0.75%) of the original principal amount of the Note.

C. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 at the time of issuance of the Note to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand. RITCHIE shall be reimbursed by the Issuer for actual out-of-pocket expenses.

D. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

E. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG and RITCHIE shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG and RITCHIE shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

### **3. Nature of Engagement; Relationships With Other Parties.**

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented,

is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

**4. Limitation of Rights to Parties; Successor and Assigns.**

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer, PFLG, and RITCHIE any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer, PFLG, and RITCHIE.

Neither PFLG nor RITCHIE may assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG or RITCHIE are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Note (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG and RITCHIE. All references to PFLG, RITCHIE, and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG or RITCHIE and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

**5. Counterparts.**

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

**6. Notices.**

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC  
5657 N. Classen Boulevard, Suite 100  
Oklahoma City, OK 73118  
Attention: Allan A. Brooks, III or Nathan D. Ellis

**RITCHIE:**

Ritchie Rock McBride & Atwood Law Firm  
21 N. Vann Street  
P.O. Box 246  
Pryor Creek, OK 74362-0246  
Attention: K. Ellis Ritchie, Esq.

**ISSUER:**

Pryor Public Works Authority  
12 North Rowe Street  
PO Box 1167  
Pryor Creek, OK 74362  
Attention: City Manager

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Issuer, PFLG, and RITCHIE have executed this Agreement by their duly authorized representatives as of the date provided above.

**THE PUBLIC FINANCE LAW GROUP PLLC**

By: \_\_\_\_\_  
Allan A. Brooks, III

**RITCHIE ROCK McBRIDE & ATWOOD LAW  
FIRM**

By: \_\_\_\_\_  
K. Ellis Ritchie, Esq.

**PRYOR PUBLIC WORKS AUTHORITY**

By: \_\_\_\_\_  
Title: Chairman  
Date: January 18, 2022