

**City of Pryor**  
**Budget Review**  
**2022-2023**

Selected Revenues	Current	Prior Year		Difference
	12/31/2022	Total	50%	
Sales Tax	2,426,577	4,828,384	2,414,192	12,385
Use Tax	549,666	1,161,100	580,550	(30,884)
MUB	323,000	775,200	387,600	(64,600)
All Other	619,338	917,754	458,877	160,461
	<u>3,918,581</u>	<u>7,682,438</u>	<u>3,841,219</u>	<u>77,362</u>
Department Exp				
General	521,513	525,260	262,630	(258,883) *
Comm Dev	125,574	121,665	60,833	(64,741) **
P&Z	102	330	165	63
Managerial	108,772	205,126	102,563	(6,209)
Clerk	180,243	284,840	142,420	(37,823) ***
City Attorney	33,991	70,174	35,087	1,096
Treasurer	12,396	23,703	11,852	(544)
Police	1,945,362	3,587,290	1,793,645	(151,717) ****
Animal Control	144,840	284,839	142,420	(2,420)
Fire	861,065	1,615,175	807,588	(53,477)
Park	211,484	386,407	193,204	(18,280)
Library	237,526	456,542	228,271	(9,255)
Cemetery	129,595	236,538	118,269	(11,326)
Civil Defense	11,193	22,253	11,127	(66)
Maint Garage (?)	460	-	-	(460)
Court	50,538	141,841	70,921	20,383
	<u>4,574,654</u>	<u>7,961,983</u>	<u>3,980,995</u>	<u>(593,659)</u>
	<u>(656,073)</u>	<u>(279,545)</u>	<u>(139,776)</u>	<u>671,021</u>

\* Insurance costs have been posted to the General Fund, even those for other Funds, such as Golf, Rec Center and even some MUB. These amounts to be reallocated out could exceed well of \$100k. General Outside Services (201-5075) is another account close to full budget amount at mid-year.

\*\* Included \$50k transfer to EDTA which is non-repeatable. There is also a payment for outside services (\$10700) in 203-5080 which does not appear to have a related budget amount.

\*\*\* The office is fully staffed in the current year causing salaries to go up from the prior year.

\*\*\*\* Increase in personnel = increase in salaries and related closts. Also, there are significant increases in vehicle maintenance and fuel costs from the previous year.



Coats, Darla <coatsd@pryorcreek.org>

**Re: Council**

**Coats, Darla** <coatsd@pryorcreek.org> Tue, Mar 14, 2023 at 8:26 AM  
To: Terry Lamar <tdlamar62@hotmail.com>, Choya Shropshire <jcshrop@yahoo.com>, Dennis Nance <nanced@pryorcreek.org>, RANDY CHITWOOD <randychitwood@gmail.com>, Evett Barham <barhame@pryorcreek.org>, Lora Siever <sieverl@pryorcreek.org>

Steve,  
With understanding and compassion, I receive your resignation as City Council Ward 2. Please know that my prayers are with you as I have heard that you have lost a loved one.

Your service among us in representation of the citizens of Pryor Creek, Oklahoma has been with honor, caring, knowledge, and professionalism. On behalf of all of us, thank you for your service!

An agenda item on the March 21st City Council meeting will reflect accepting your resignation.

During this time, please let me know if I may assist you in any way. Take care and know that your friends in Pryor Creek miss you.

Sincerely,

Larry Lees  
Mayor  
City of Pryor Creek  
PO Box 1167  
12 N. Rowe St., Ste. B  
Pryor, OK 74362  
LeesL@PryorCreek.org  
918.825.4077 o  
918.633.9288 c

Sent from my iPhone

> On Mar 10, 2023, at 2:49 PM, Smith, Steve <smiths@pryorcreek.org> wrote:  
>  
>  
> Dear Mayor  
> As you know, I'm currently in NY. At this time I'm going to resign my council position. As I'm not sure of my timely return to Ok. I truly appreciate the city of Pryor letting me serve on the council. And I thank you all for time served.  
> Yours truly  
> Stephen Smith

# **EDUCATION AND EMPLOYMENT HISTORY**

Travis Wayne Mileur  
2024 Graham Place  
Pryor, OK 74361

## **EDUCATION**

Master of Business Administration  
LeTourneau University, Longview, Texas  
January 1995

Bachelor of Science in Electrical Engineering  
Texas Tech University, Lubbock, Texas  
May 1980

## **CONTINUING EDUCATION & LICENSES**

Texas Professional Engineer License	#59224	1986
Oklahoma Professional Engineer License	# 21582 (inactive 2010)	2004
National Electric Code		2002, 2008, 2011, 2017
NFPA 70E Electrical Safety		2011, 2017

## **PERSONAL EXPERIENCE**

Active member at Parkdale Baptist Church, Arlington, TX. 1972 – 1975

Married to Bequita Lynn Buice July 1977 – present

Children are Mason, Brenden, Andrew, and Rachel. They have married and we now have 14 grandkids distributed from Austin, TX, Oologah, OK, Jenks, OK, and Bixby, OK.

Active member at First Baptist Church, Pryor, OK. Able to serve in various positions as Deacon, Personnel member, Finance member, and Adult Choir. 2001 - 2007; 2017 – present

Active member at Calvary Baptist Church, Longview, TX. Able to serve in various positions as Deacon, Deacon Chairman, Pastor Search Chairman, Sunday School teacher and Choir member. 1985 – 2001; 2007-2017

Ordained Deacon at First Baptist Church, Rockdale, TX July 1982. I was able to serve on the Deacon board, Sunday School Director and teacher. May 1980 – August 1985

## **PROFESSIONAL EXPERIENCE**

### Maintenance Manager

Relocated to Pryor by Cabot to coordinate the Maintenance Department and support capital projects development and execution. OEP purchased the plant in 2022 and renamed as Norit Americas.

March 2017 - present

### Project Engineer

CABOT Norit Activated Carbon – purchased by CABOT in September 2012

Marshall Mine Development

1. Dragline Relocation Project Manager
2. Mine Electrical Power distribution
3. Coordination of all mine equipment purchases

September 2012 – March 2015

Upon completion of the Dragline Relocation, re-entered Project Management in the Marshall Plant – March 2015 - 2017

### Project Engineer

Norit Americas, Marshall, Texas

Projects for improvement and cost reduction projects to support the Manufacturing plant such as the replacement of the obsolete control system with the Delta V system in the Wash, Mills, and Screening area, replacement of the generator and control system, coordination in relocating a dragline from Wyoming to Marshall and many others.

October 2010 – September 2012

### Engineering Manager

Norit Americas, Marshall, Texas

Management of the Engineering staff for improvement and cost reduction projects to support the Marshall Manufacturing plant.

July 2009 – October 2010

### Plant Manager

Norit Americas, Marshall, Texas

Overall plant management and coordination of all departments totaling 250+ people

August 2006 – July 2009

### Plant Manager

Norit Americas, Pryor, Oklahoma

Overall plant management and coordination of all departments totaling 75 people

October 2003 – August 2006

### Engineering-Maintenance Manager

Norit Americas, Pryor, Oklahoma

Manager of the Engineering and Maintenance Departments

- Many projects were equipment replacements and incorporated improvements to the operation or cost such as Variable Frequency Drives installation, main feed bins, carbonizer section replacement, etc.

Coordinated the Safety and Environmental activities and programs with direction from Corporate

February 2001 – October 2003

Maintenance Manager

Sabine Mining Company, Hallsville, Texas

Management of the Maintenance department which included supervisors, support staff, mechanics, millwrights, welders, and electricians. We maintained all the mine equipment and developed improvement projects to lower costs or increase reliability such as PLC control on the Dragline lube system, Easi-Miner control, large truck wash system, X-frame motors and drives on the dragline, and many other projects.

November 1987 – February 2001

Electrical Supervisor

Sabine Mining Company, Hallsville, Texas

Supervisor for maintenance electricians to maintain and repair the draglines, mobile equipment, and mine facilities. Many improvement projects to lower costs or increase reliability such as PLC control on the fuel island, shop lube system, and dragline lube systems.

August 1985 – November 1987

Field Maintenance Supervisor

Texas Utilities, Rockdale, Texas

Supervision of field maintenance crew composed of Millwrights, welders, and electricians to maintain and repair the draglines.

November 1984 – August 1985

Maintenance Engineer

Texas Utilities, Rockdale, Texas

Primary job to support the maintenance department in streamlining maintenance activities on the draglines and mobile equipment, develop and install improvement projects on equipment and facilities and provided employee training on the dragline electrical controls.

June 1980 – November 1984



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Detected Items

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Demand for Audit EMS...

EDTA

PYO Ad Hoc

Main Street

INBOX/Library

Larry Lees  
Mayor  
City of Pryor Creek  
PO Box 1167  
12 N. Rowe St., Ste. B  
Pryor, OK 74362  
LeesL@PryorCreek.org  
918.825.4077 o  
918.633.9288 c

Sent from my iPhone

Begin forwarded message:

**From:** "Siever, Lora" <sieverl@pryorcreek.org>  
**Date:** March 16, 2023 at 12:27:43 PM CDT  
**To:** Larry Lees <leesl@pryorcreek.org>  
**Subject:** Resignation - without a typo!

Dear Mayor Lees,

Please accept this as my resignation from my appointed position as a member of Pryor Creek City Council Ward 4. Tr much as I would like to purchase the home, it is not feasible at this time. I will be vacating soon and no longer be a re

Thank you for your leadership and giving me this opportunity. I have enjoyed serving my community and serving alon

Sincerely,

Lora Siever

Reply

Forward



label:inbox-larry-demand-for-audit-emsc-l



Compose

Mail

Inbox

Chat

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Detected Items

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EDTA

PYO Ad Hoc

Main Street



Amber Ashworth

Thank you Ron! <https://link.edgepilot.com/s/ab184741/8HI53rUanUipdVcDAM6aUA?u=http://www.cmswillowbrook.com/>



Amber Ashworth

to Brenna, Bryan, leesl@pryorcreek.org, me, lewisc@pryorcreek.org

Mayor Lees,

Please see attached fully executed pay application and non-kickback. Let us know if you have any questions.

- The payable amount is \$24,253.16.
  - \$3,219.57 is retainage. \$21,033.59 is for work completed this period.

Thank you,

Amber Ashworth | Project Accountant

3108 S 9<sup>th</sup> St | Chickasha | OK | 73018

T: 405.445.7229

Office: 405.224.1554

[amber.ashworth@cmswillowbrook.com](mailto:amber.ashworth@cmswillowbrook.com)

[www.cmswillowbrook.com](http://www.cmswillowbrook.com)



From: Ron Sanders <[rsanders@graberpc.com](mailto:rsanders@graberpc.com)>

Sent: Wednesday, March 8, 2023 9:13 AM

To: Amber Ashworth <[amber.ashworth@cmswillowbrook.com](mailto:amber.ashworth@cmswillowbrook.com)>; [jgraber@graberpc.com](mailto:jgraber@graberpc.com)

Cc: [leesl@pryorcreek.org](mailto:leesl@pryorcreek.org); [coatsd@pryorcreek.org](mailto:coatsd@pryorcreek.org); [lewisc@pryorcreek.org](mailto:lewisc@pryorcreek.org)

Subject: RE: Pay Application - City of Pryor Police, Fire & Library

From: Amber Ashworth [<mailto:amber.ashworth@cmswillowbrook.com>]

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 1903a-PA25

To Owner: City of Pryor Creek  
 P.O. Box 1167  
 Pryor, OK 74362

From Contractor: CMSWillowbrook Inc.  
 P.O. Box 807  
 Chickasha, OK 73023

Contract For: Pryor- Emergency & Library

Project: 1903a. City of Pryor - Police, Fire, Library

Via Architect: Graber & Associates, PC  
 2415 East Skelly Drive, Suite 101  
 Tulsa OK 74105

Application No.: 25

Period To: 3/6/2023

Project Nos:

Contract Date: 1/19/2021

Distribution to:

Owner

Architect

Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum .....	\$516,635.51
2. Net Change By Change Order .....	\$13,279,895.29
3. Contract Sum To Date .....	\$13,796,530.80
4. Total Completed and Stored To Date .....	\$13,473,671.88
5. Retainage:	
a. 0.18% of Completed Work	\$24,621.09
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$24,621.09
6. Total Earned Less Retainage .....	\$13,449,050.79
7. Less Previous Certificates For Payments .....	\$13,424,797.63
8. Current Payment Due .....	\$24,253.16
9. Balance To Finish, Plus Retainage .....	\$347,480.01

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: CMSWillowbrook Inc.

By: *B. Miles* Date: 3/7/23

State of: Oklahoma MATTHEW WILCOX  
 Subscribed and sworn to before me this 7th  
 Notary Public: Matthew Wilcox State of Oklahoma  
 My Commission Number 17000304  
 My Commission Expires Jan 11, 2025

County of: Beady  
 day of March 2023

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$24,253.16

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *Matthew Wilcox* Date: 3/8/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$13,279,895.29	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$13,279,895.29	\$0.00
Net Changes By Change Order	\$13,279,895.29	



**RITCHIE  
ROCK &  
ATWOOD**  
ATTORNEYS AT LAW

WWW.RRMALAW.COM

March 8, 2023

Mayes County Commissioners  
ATT: Darrell Yoder  
1 Court Place #140  
Pryor, OK 74361  
(Hand Delivered)

Mayes County District Attorney  
Att: Matt Primm  
Mayes County Courthouse, 2<sup>nd</sup> Floor  
1 Court Place, Ste. 250  
Pryor, OK 74361  
(all copied to Primm at matt.primm@dac.state.ok.us)

Re: City of Pryor to Mayes County Commissioners Land Sale  
Old Joint City/County Property in Pryor

Dear Sirs,

You will find attached to this letter:

1. Original Quitclaim deed from City of Pryor to the County of the property being sold to the County by the City. It is fully executed by the City.
2. Copy of the contract of sale between the parties.

Per my phone call with Commissioner Yoder on 3/2/23 see the following:

1. There is no need to do a formal closing given the structure of the transaction and that it is occurring between the parties who were in a joint ownership position. All we need to do is exchange the deed and the check for the property.
2. I provide with this letter, the original deed which has been fully executed by the City. After you cut the check and deliver it to me please record the deed in the land records and provide a recorded copy to me for the city records.
3. My understanding is that the payment of the purchase price will be on your next agenda, so we can expect a check later next week.

Sincerely,



K. Ellis Ritchie  
cc: client

SUPPORT STAFF

Hannah Gerhart, Office Mgr.  
Julie Thomas, Receptionist  
Jasmine Nix, Receptionist  
Teri Hodges, Paralegal  
Sara True, Paralegal  
Chastity Vereb, Paralegal  
Nichole Applegate, Clerk

ATTORNEYS

K. Ellis Ritchie  
Bryan A. Rock  
Nick Atwood  
Briana Brakefield

Pryor, Oklahoma: 21 N. Vann: P.O. Box 246: 74362

Shawnee, Oklahoma: 116 N. Bell Ave: P.O. Box 3011: 74802

Telephone Numbers  
(918) 825-4558 (Pryor)  
(405) 878-2080 (Shawnee)

Toll Free  
(888) 848-4558

Facsimile  
(918) 825-1623 (Pryor)

**QUITCLAIM DEED**

**THIS INDENTURE**, made this \_\_\_\_ day of March, 2023, between The City of Pryor Creek, Oklahoma, a municipality incorporated and existing under the laws of the State of Oklahoma, (hereinafter "Grantor), and the Board of County Commissioners for Mayes County, State of Oklahoma, (hereinafter "Grantee").

**WITNESSETH**, That said Grantor, in consideration of the sum of Ninety Thousand Dollars and NO/100 (\$90,000.00) acknowledged by the Grantor as good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto the said Grantee, and to the Grantee's assigns forever, all Grantor's right, title, interest and estate, both at law and in equity of, in and to, the following described real estate, situated in the County of Mayes, State of Oklahoma, to-wit:

Lots numbered One (1), Four (4) and the North Fifteen feet (15') of Lot Five (5) in Block Twenty-Three (23), of the Original Town of PRYOR CREEK, according to the official Survey and Plat thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging. TO HAVE AND TO HOLD the above granted premises unto the said Grantee and Grantee's assigns forever.

**IN WITNESS WHEREOF**, the said Grantor, City of Pryor Creek, Oklahoma, acting by and through its Mayor with approval of the City Council, for the City of Pryor Creek has set its hand the day and year above written.

CITY OF PRYOR CREEK, OKLAHOMA,  
Grantor

BY:

  
Larry Lees, Mayor for City of Pryor Creek, Oklahoma.

Conveyance of property approved by majority vote of the City Council for the City of Pryor Creek in regular meeting held February 21, 2023.

ATTEST:

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



STATE OF OKLAHOMA     )  
  ) ss.  
COUNTY OF MAYES     )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_ day of March, 2023, personally appeared Larry Lees, Mayor for the City of Pryor Creek, Oklahoma, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same in his capacity as Mayor as the free and voluntary act and deed of said entity, City of Pryor Creek, Oklahoma for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Eva Smith  
Notary Public

My Commission Expires:  
8/30/2024



**CONTRACT FOR SALE OF REAL ESTATE**

**THIS CONTRACT** is entered into between Mayes County, Oklahoma, acting by and through the Board of County Commissioners for Mayes County, State of Oklahoma (hereinafter "County" as the Buyer of the property hereinafter described and the City of Pryor Creek, Oklahoma, acting by and through the Mayor and City Council for said City (hereinafter "City") as the Seller of the property hereinafter described.

Upon approval of this contract by both Seller-City and Buyer-County, evidenced by their signatures hereto, a valid and binding contract of sale shall exist, the terms and conditions of which are as follows:

**Legal Description:** Lots numbered One (1), Four (4) and the North Fifteen feet (15') of Lot Five in Block Twenty-Three (23), Original Town of Pryor Creek, according to the official survey and plat thereof.

**PURCHASE PRICE:**

Ninety Thousand Dollars and No/100 (\$90,000), to be paid as follows: Cash or equivalent at closing.

**CONDITION OF PROPERTY, INSPECTION AND DISCLAIMER:**

City and County are each completely informed of the condition of the property due to each of the parties' mutual use of the property for many years. County hereby waives inspection of the property and accepts the property "As Is".

Until Closing or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be mutually shared by the parties pursuant to their currently existing mutual use agreement. .

**TITLE:**

Buyer waives examination of title to the property for marketability and chooses not to make any requirements for title insurance upon the property, said property having been jointly owned and utilized by the parties to this agreement for in excess of the past Thirty (30) years preceding this agreement.

City shall convey all its interest in and to the property by way of Quit Claim Deed to the County at time of closing.

**TAXES AND PRORATIONS:**

No proration of taxes applies to this transaction for the reason that the property, being jointly owned by the County and City, is exempt from property tax.

**CLOSING:**

Subject to the provisions above and subject to the fulfillment of any conditions to the Closing specified herein the Closing shall be held on or before the 7<sup>th</sup> day of October 2022. Unless otherwise agreed in writing, possession shall be transferred on the date of closing.

**BREACH OF CONTRACT:**

If after the Seller has performed Seller's obligations under this Contract, and if within five (5) days after the date specified for closing hereinabove, the Buyer fails to make payments or to perform any other obligations of the Buyer under this Contract then the Seller may, at its option, cancel and terminate this contract. If the Buyer performs all of the obligations of Buyer and Seller breaches this Contract or fails to perform any of Seller's obligations, then Buyer shall be entitled to either

cancel and terminate this Contract, or pursue any other legal or equitable remedy.

**EFFECT:**

This agreement, when executed by both City-Seller and County-Buyer, shall be binding upon and inure to the benefit of the Seller and Buyer, their heirs, legal representatives, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This contract can only be amended or modified by a written agreement signed by Seller and Buyer. In executing this Contract, both Seller and Buyer agree to the terms of the contained herein.

**APPROVED AND AGREED:**

**Board of County Commissioners,  
Mayes County, State of Oklahoma  
(Buyer)**

  
Darrell Yoder, Chairman of Board


This agreement approved by majority vote of the Board of Commissioners for Mayes County, Oklahoma in regular meeting on the 12th day of September, 2022.

Attest:

  
Brittany True-Howard, Mayes County Clerk

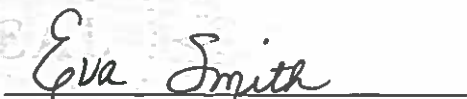


**City of Pryor Creek, Oklahoma  
(Seller)**

  
Larry Lees, Mayor  
for Pryor Creek, Oklahoma

This agreement approved by majority vote of the City Council for the City of Pryor Creek, Oklahoma in regular meeting on the 21st day of February, 2022.

Attest:

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

**MINUTES  
CITY COUNCIL MEETING  
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING  
CITY OF PRYOR CREEK, OKLAHOMA  
TUESDAY, MARCH 7<sup>TH</sup>, 2023 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](http://www.pryorcreek.org). Notice was also e-mailed to The Paper newspaper and e-mailed to the Council members.

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

Mayor Lees called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Kim Ritchie. Roll Call was conducted by City Clerk Eva Smith. Council members present included Terry Lamar, Choya Shropshire, Dennis Nance, Randy Chitwood, Evett Barham, Chris Gonthier. Members absent: Steve Smith and Lori Siever.

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

Others present: Police Sergeant Dustin Van Horn, Courtney Davis, Steve Powell, Gilbert Graybill, Autumn Graybill, Paige Lamar, Chris Peters, Noah Steele, Taylor Melchior, Brandon Merritt, Nena Roberts, Lori Ballew, Doug Barham, Drew Stott, Wanda Cummings, Zac Doyle, Terry Aylward and Kemie Shropshire.

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

There were no petitions.

**3. DEPARTMENT HEAD REPORTS IF NEEDED:**

**a. Building Inspector**

No report.

**b. Emergency Management**

Janzen reported that they had their second tornado warning of the season last week. Very unusual. No damage was reported.

**c. Fire**

Young reported that they have read to students at Roosevelt and Jefferson Elementaries. They have been doing quite a bit of maintenance as they moved from Station 2. Young stated that Baumert and he have been going over budget items and their fleet. They have two engines that are pretty old, so they will be discussing that moving forward.

**d. Golf**

Bowman reported that the golf course is doing fantastic. February was a record month. A lot of tournaments are coming up, beginning with the Wagoner Special Olympics. Pryor High School has 17 kids playing now, as well as Locust Grove and Bradford. On a good day, they may have 50 kids out there. Other than that, they are working on regular maintenance. He will be helping with the ball fields, as well.

**e. Library**

Rerat reported that they are really close to having all new carpet. She gave an official thank you to the Fire Department for helping move some really heavy book shelves. She sent out an email regarding Senate Bill 397, which is vague and very concerning to her and the library system. They had their 5<sup>th</sup> anniversary of the Books and Brews group on Friday.

**f. Parks / Cemetery**

No report.

**g. Police**

Nichols reported that CMSWillowbrook has been out working on some items that still need attention.

**h. Recreation Center**

Tiger reported that they are dealing with the pool heater. They took in 153 new members last month. They have also extended the family pool time for Spring Break.

**i. Street**

Glenn reported that they are working on alleys to get them opened up. The hydraulic pump went out on their bucket truck, which has stopped the trimming.

**4. MAYOR’S REPORT:**

**a. Recognize city employees who have completed 25 years of service: Don Hess.**

Mayor recognized Don Hess for completing 25 years of service with the City of Pryor Creek.

**b. Update and discussion regarding surplus and sale of old police station building.**

Mayor stated that there will be an RFP created to send out to market the old police station building.

**c. Report from Castle Theater Ad Hoc Committee.**

Lamar reported that they met Monday and had some discussion. They will meet again next Monday and bring back some recommendations to the Council.

**d. Discussion and possible action regarding approval of the Ad Hoc Audit Committee Requests for Proposal (RFP) final draft.**

Motion was made by Shropshire, second by Chitwood to approve the Ad Hoc Audit Committee Requests for Proposal (RFP) final draft. Motion and second were then amended to give 60 days deadline. Voting yes: Lamar, Shropshire, Nance, Chitwood, Barham. Voting no: Gonthier.

**e. Discussion and possible action regarding approval to solicit Requests for Proposal (RFP), City of Pryor Creek to potential vendors, regarding an audit of the Emergency Center and Library expansion project.**

Motion was made by Chitwood, second by Shropshire to approve soliciting Requests for Proposal (RFP), City of Pryor Creek to potential vendors, regarding an audit of the Emergency Center and Library expansion project. Voting yes: Shropshire, Nance, Chitwood, Barham, Lamar. Voting no: Gonthier.

**5. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.**

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

- a. Approve minutes of the February 21<sup>st</sup>, 2023 Council meeting.
- b. Approve payroll purchase orders through March 17<sup>th</sup>, 2023.
- c. Approve claims for purchase orders through March 7<sup>th</sup>, 2023.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	2220222206 – 911297B	70,248.01
STREET & DRAINAGE	911313B - 2220222155	11,786.35
GOLF COURSE	2220222105 – 2220222114	16,800.16
CAPITAL OUTLAY	2220221121 - 2220222093	2,448.50
REAL PROPERTY ACQUIS.	911298B	1,225.00
RECREATION CENTER	2220222123 - 2220222191	29,175.78
E-911	2220222086	406.30
DONATIONS AND EARMARKED	2220222187 - 2220222091	4,772.86
EDTA	2220222183	5,000.00
<b>TOTAL</b>		<b>141,862.96</b>
<hr/>		
<b>BLANKETS</b>		
911355B	HARRELL’S	10,000.00
<b>TOTAL</b>		<b>10,000.00</b>

- d. Acknowledge receipt of deficient purchase orders.  
*There were no deficient purchase orders.*
- e. Discussion and possible action regarding hiring Zachariah Gipson to the Pryor Creek Fire Department to fill vacancy created by Randy Gibbs’ retirement on March 31<sup>st</sup>, 2023, effective hire date April 3<sup>rd</sup>, 2023, at Range N, Step 1 (annual wage - \$37,872.00).
- f. Discussion and possible action regarding promotion of Brandon Merritt to Captain to fill Captain Randy Gibbs’ rank, effective April 1<sup>st</sup>, 2023, at Range P, Step 4 (annual wage - \$56,059.00).
- g. Discussion and possible action regarding promotion of Chris Peters to Lieutenant to fill Lt. Brandon Merritt's rank, effective April 1<sup>st</sup>, 2023, at Range O, Step 4, (annual wage - \$52,569.00).
- h. Discussion and possible action regarding authorizing Mayor to sign the 2023 Emergency Operations Plans for Mayes County Emergency Management.
- i. Discussion and possible action regarding an expenditure in the amount of \$38,175.90 to Boyle Services, Inc. as in the best interest of the city to replace the pool heater at the Pryor Creek Recreation Center from Aquatic Repair & Maintenance Account #84-846-5091. Other bids

received: Recreonics.com in the amount of \$32,020.77 for RayPak unit (does not include installation); Recreonics.com in the amount of \$32,771.83 for Lochinvar unit (does not include installation); K & M Shillingford, Inc. - no bid received in time; JayCo Heat & Air-chose not to bid. This action will overspend this budget line item until correction can be recommended by Budget and Personnel Committee at the next Council meeting.

- j. Discussion and possible action regarding the emergency expenditure in the amount of \$3,000.00 to Boyle Services, Inc. as in the best interest of the city for rental of a temporary pool heater, pending the repair efforts to keep the old heater working efficiently until the new heater is installed; to be expensed from Aquatics Repair & Maintenance Account #84-846-5091.
- k. Discussion and possible action regarding closure of South Adair from Graham Avenue to Southeast 1<sup>st</sup> Street and Graham Avenue from Adair Street to Vann Street on Thursday, April 20<sup>th</sup>, 2023, from 3:00 p.m. – 8:30 p.m. for the Pryor Main Street Spring Carnival.
- l. Discussion and possible action regarding closure of Graham Avenue from Adair Street to Rowe Street on Saturday, April 22<sup>nd</sup>, 2023 from 7:00 a.m. – 2:00 p.m. for the Northeast Oklahoma Veterans Freedom Tours Car Show and Pull-A-Fire-Truck event. All proceeds go toward their trip to Washington, D.C. in September.
- m. Discussion and possible action regarding declaring surplus:
  - Pryor Creek Police Department Assistant Chief Badge / Shield (Badge #30)
  - Glock 17 (Serial #YSV803)
  - Glock 26 (Serial #6KA956)
  - Rock River Arms LAR 15 / .223 Upper
  - Winchester Defender Model 1300 12-Gauge Shotgun (Serial #L3500480)
- n. Discussion and possible action regarding James Willyard's purchase of:
  - Pryor Creek Police Department Assistant Chief Badge / Shield (Badge #30)
  - Glock 17 (Serial #YSV803)
  - Glock 26 (Serial #6KA956)
  - Rock River Arms LAR 15 / .223 Upper
  - Winchester Defender Model 1300 12-Gauge Shotgun (Serial #L3500480)at fair market value (as per FOP Lodge #116 Collective Bargaining Agreement Articles 28-29, pp. 21-23).
- o. Discussion and possible action regarding proposed Street project:
  - NE 3<sup>rd</sup> Place, at an estimated cost of \$87,745.00, and expensed from Street Asphalt Overlay Account #14-145-5410
- p. Discussion and possible action regarding proposed Street project:
  - Streets encompassed by Green Country Mobile Home Park (A, B and C Streets and pending inclusion of other streets within the park, if needed) at an estimated cost of \$180,845.00, and expensed from Street Asphalt Overlay Account #14-145-5410. With a new estimate from engineering, the updated estimate for all Green Country Mobile Home Park streets, A – G, is \$259,651.50.
- q. Discussion and possible action regarding proposed Street project:
  - Downtown Corridor alleys, at an estimated cost of \$57,145.00, and expensed from Street Asphalt Overlay Account #14-145-5410. After further review, the updated estimate is \$180,577.94 with significant base repair included.
    1. North/South between Vann and Rowe/Graham and SE 1<sup>st</sup> St.
    2. North/South between Mill and Adair/Graham and SE 1<sup>st</sup> St.
- r. Discussion and possible action regarding proposed Street project:
  - SW 29<sup>th</sup> St. – Highway 69 West to city limits line at an estimated cost of \$140,375.00 to be expensed from Street Asphalt Overlay Account #14-145-5410
- s. Discussion and possible action regarding proposed drainage project:  
Salt Branch Creek Phase 2 (Main Stem and Bonnie Tributary), at an estimated cost of \$262,345.00, and expensed from Street Drainage Projects Account #14-145-5092
- t. Discussion and possible action regarding an expenditure in the amount of \$4,134.50 to HISINC, LLC. for floodplain hydraulic study on Salt Branch Creek, from Street Outside Services - Inspection Account #14-145-5076.

Motion was made by Gonthier, second by Chitwood to approve items a – t, less items e, f, g, i, m, n, p, q and r. Voting yes: Nance, Chitwood, Barham, Gonthier, Lamar, Shropshire. Voting no: none.

Council took a 5-minute break at 7:25 p.m. and resumed session at 7:30 p.m.



**e. Discussion and possible action regarding hiring Zachariah Gipson to the Pryor Creek Fire Department to fill vacancy created by Randy Gibbs' retirement on March 31<sup>st</sup>, 2023, effective hire date April 3<sup>rd</sup>, 2023, at Range N, Step 1 (annual wage - \$37,872.00).**

Motion was made by Gonthier, second by Lamar to approve hiring Zachariah Gipson to the Pryor Creek Fire Department to fill vacancy created by Randy Gibbs' retirement on March 31<sup>st</sup>, 2023, effective hire date April 3<sup>rd</sup>, 2023, at Range N, Step 1 (annual wage - \$37,872.00). Voting yes: Chitwood, Barham, Gonthier, Lamar, Shropshire, Nance. Voting no: none.

**f. Discussion and possible action regarding promotion of Brandon Merritt to Captain to fill Captain Randy Gibbs' rank, effective April 1<sup>st</sup>, 2023, at Range P, Step 4 (annual wage - \$56,059.00).**

Motion was made by Gonthier, second by Chitwood to approve promotion of Brandon Merritt to Captain to fill Captain Randy Gibbs' rank, effective April 1<sup>st</sup>, 2023, at Range P, Step 4 (annual wage - \$56,059.00). Voting yes: Barham, Gonthier, Lamar, Shropshire, Nance, Chitwood. Voting no: none.

**g. Discussion and possible action regarding promotion of Chris Peters to Lieutenant to fill Lt. Brandon Merritt's rank, effective April 1<sup>st</sup>, 2023, at Range O, Step 4, (annual wage - \$52,569.00).**

Motion was made by Gonthier, second by Chitwood to approve promotion of Chris Peters to Lieutenant to fill Lt. Brandon Merritt's rank, effective April 1<sup>st</sup>, 2023, at Range O, Step 4, (annual wage - \$52,569.00). Voting yes: Gonthier, Lamar, Shropshire, Nance, Chitwood, Barham. Voting no: none.

**i. Discussion and possible action regarding an expenditure in the amount of \$38,175.90 to Boyle Services, Inc. as in the best interest of the city to replace the pool heater at the Pryor Creek Recreation Center from Aquatic Repair & Maintenance Account #84-846-5091. Other bids received: Recreonics.com in the amount of \$32,020.77 for RayPak unit (does not include installation); Recreonics.com in the amount of \$32,771.83 for Lochinvar unit (does not include installation); K & M Shillingford, Inc. - no bid received in time; JayCo Heat & Air-chose not to bid. This action will overspend this budget line item until correction can be recommended by Budget and Personnel Committee at the next Council meeting.**

Motion was made by Gonthier, second by Chitwood to approve an expenditure in the amount of \$38,175.90 to Boyle Services, Inc. as in the best interest of the city to replace the pool heater at the Pryor Creek Recreation Center from Aquatic Repair & Maintenance Account #84-846-5091. Other bids received: Recreonics.com in the amount of \$32,020.77 for RayPak unit (does not include installation); Recreonics.com in the amount of \$32,771.83 for Lochinvar unit (does not include installation); K & M Shillingford, Inc. - no bid received in time; JayCo Heat & Air-chose not to bid. This action will overspend this budget line item until correction can be recommended by Budget and Personnel Committee at the next Council meeting. Voting yes: Lamar, Shropshire, Nance, Chitwood, Barham, Gonthier. Voting no: none.

**m. Discussion and possible action regarding declaring surplus:**

- Pryor Creek Police Department Assistant Chief Badge / Shield (Badge #30)
- Glock 17 (Serial #YSV803)
- Glock 26 (Serial #6KA956)
- Rock River Arms LAR 15 / .223 Upper
- Winchester Defender Model 1300 12-Gauge Shotgun (Serial #L3500480)

Motion was made by Gonthier, second by Chitwood to approve declaring surplus:

- Pryor Creek Police Department Assistant Chief Badge / Shield (Badge #30)
- Glock 17 (Serial #YSV803)
- Glock 26 (Serial #YKA956) *Scrivener's error on agenda*
- Rock River Arms LAR 15 / .223 Upper
- Winchester Defender Model 1300 12-Gauge Shotgun (Serial #L3500480)

Voting yes: Shropshire, Nance, Chitwood, Barham, Gonthier, Lamar. Voting no: none.

**n. Discussion and possible action regarding James Willyard's purchase of:**

- Pryor Creek Police Department Assistant Chief Badge / Shield (Badge #30)
- Glock 17 (Serial #YSV803)
- Glock 26 (Serial #YKA956) *Scrivener's error on agenda*
- Rock River Arms LAR 15 / .223 Upper
- Winchester Defender Model 1300 12-Gauge Shotgun (Serial #L3500480)

**at fair market value (as per FOP Lodge #116 Collective Bargaining Agreement Articles 28-29, pp. 21-23).**

Motion was made by Barham, second by Chitwood to approve James Willyard's purchase of:

- Pryor Creek Police Department Assistant Chief Badge / Shield (Badge #30)
- Glock 17 (Serial #YSV803)
- Glock 26 (Serial #YKA956) *Scrivener's error on agenda*
- Rock River Arms LAR 15 / .223 Upper

• Winchester Defender Model 1300 12-Gauge Shotgun (Serial #L3500480)  
at fair market value (as per FOP Lodge #116 Collective Bargaining Agreement Articles 28-29, pp. 21-23).  
Voting yes: Nance, Chitwood, Barham, Gonthier, Lamar, Shropshire. Voting no: none.

**p. Discussion and possible action regarding proposed Street project:**

- **Streets encompassed by Green Country Mobile Home Park (A, B and C Streets and pending inclusion of other streets within the park, if needed) at an estimated cost of \$180,845.00, and expensed from Street Asphalt Overlay Account #14-145-5410. With a new estimate from engineering, the updated estimate for all Green Country Mobile Home Park streets, A – G, is \$259,651.50.**

Motion was made by Gonthier, second by Shropshire to approve proposed Street project:

- Streets encompassed by Green Country Mobile Home Park (A, B and C Streets and pending inclusion of other streets within the park, if needed) at an estimated cost of \$180,845.00, and expensed from Street Asphalt Overlay Account #14-145-5410. With a new estimate from engineering, the updated estimate for all Green Country Mobile Home Park streets, A – G, is \$259,651.50.

Voting yes: Chitwood, Barham, Gonthier, Lamar, Shropshire, Nance. Voting no: none.

**q. Discussion and possible action regarding proposed Street project:**

- **Downtown Corridor alleys, at an estimated cost of \$57,145.00, and expensed from Street Asphalt Overlay Account #14-145-5410. After further review, the updated estimate is \$180,577.94 with significant base repair included.**
  1. **North/South between Vann and Rowe/Graham and SE 1<sup>st</sup> St.**
  2. **North/South between Mill and Adair/Graham and SE 1<sup>st</sup> St.**

Motion was made by Chitwood, second by Gonthier to approve proposed Street project:

- Downtown Corridor alleys, at an estimated cost of \$57,145.00, and expensed from Street Asphalt Overlay Account #14-145-5410. After further review, the updated estimate is \$180,577.94 with significant base repair included.
  1. North/South between Vann and Rowe/Graham and SE 1<sup>st</sup> St.
  2. North/South between Mill and Adair/Graham and SE 1<sup>st</sup> St.

Voting yes: Barham, Gonthier, Lamar, Shropshire, Nance, Chitwood. Voting no: none.

**r. Discussion and possible action regarding proposed Street project:**

- **SW 29<sup>th</sup> St. – Highway 69 West to city limits line at an estimated cost of \$140,375.00 to be expensed from Street Asphalt Overlay Account #14-145-5410**

Motion was made by Gonthier, second by Chitwood to approve proposed Street project:

- SW 29<sup>th</sup> St. – Highway 69 West to city limits line at an estimated cost of \$140,375.00 to be expensed from Street Asphalt Overlay Account #14-145-5410

Voting yes: Gonthier, Lamar, Shropshire, Nance, Chitwood, Barham. Voting no: none.

**7. COMMITTEE REPORTS:**

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

Shropshire reported that the Budget and Personnel Committee will meet on Thursday, March 9<sup>th</sup>, 2023.

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

Shropshire reported that the Ordinance and Insurance Committee will meet on Wednesday, March 8<sup>th</sup>, 2023.

**c. Street (Smith)**

Street Committee will meet on its regular date.

**8. UNFORESEEABLE BUSINESS. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)**

There was no unforeseeable business.

**9. ADJOURN.**

Motion was made by Gonthier, second by Chitwood to adjourn. Voting yes: Lamar, Shropshire, Nance, Chitwood, Barham, Gonthier. Voting no: none.

**PRYOR PUBLIC WORKS AUTHORITY**

**1. CALL TO ORDER.**

Meeting was called to order at 8:00 p.m.

**2. APPROVE MINUTES OF FEBRUARY 21<sup>ST</sup>, 2023 MEETING.**

Motion was made by Chitwood, second by Gonthier to approve minutes of February 21<sup>st</sup>, 2023 meeting.

Voting yes: Shropshire, Nance, Chitwood, Barham, Gonthier, Lamar. 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 Shropshire, second by Chitwood to adjourn. Voting yes: Nance, Chitwood, Barham, Gonthier, Lamar, Shropshire. 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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To Chief Young, Asst. Chief Baumert, and the City of Pryor Creek.

It is with great sorrow and happiness that I am informing you of my retirement from the Pryor Creek Fire Department effective March 31, 2023. It has been a pleasure and an honor to have been a part of one of the finest fire departments in the state of Oklahoma. I have seen so many wonderful changes take place that has led up to the department we have today. I have had the opportunity to serve this department for thirty-five years and my time has come to step aside, to enjoy life with my family.

I will turn in my dates of leave as I will exhaust my vacation, holiday, and comp time available. I would also ask that I be compensated for all sick leave hours that have been unused per policy and procedure section, 13-4: Termination and Sick Leave.

Once again, I cannot express enough how fortunate I have been to have worked alongside these men past and present that I call brothers. If within these years if I have made but a small impact on someone's life whether it be co worker or civilian it has been a career well worth the sacrifice.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Gibbs", written in a cursive style.

Captain Randy Gibbs

Pryor Fire



January 1, 2023

City of Pryor

We are pleased to confirm our understanding of the services we are to provide for City of Pryor for the year ended June 30, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements of governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Pryor as of and for the year ended June 30, 2022.

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Pryor's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Pryor's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Pryor's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements .

- 1) Schedule of expenditures of federal awards.

HOOD & ASSOCIATES CPAs, P.C.

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The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports

required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

#### Management Override of Financial Statements

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Pryor’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Pryor’s major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Pryor’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.<sup>jj</sup> At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.



You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

## Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification.<sup>91</sup> The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hood & Associates CPAs, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Oklahoma State Auditor and Inspector General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hood & Associates CPAs, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector General, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Violet Kirkendall is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit as soon after June 30, 2022 as records are made available to us.

We have developed an audit plan and budget for this engagement based on our limited understanding of your financial records and your reporting requirements. As part of this engagement we plan to provide certain non-audit services including, preparation of depreciation schedules. Our fee for this engagement is based on our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The budget for this engagement (not including the Pryor Public Works Authority) at standard Single audit rates is as follows:

- Audit of financial statements provided.....\$17,500
- Single Audit of grants (Estimate).....10,000

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

**Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of City of Pryor. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Hood & Associates CPAs, PC

RESPONSE:

This letter correctly sets forth the understanding of City of Pryor.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

**Plan Name: City of Pryor Creek Money Purchase  
Proposal for Administrative Services from Retirement LLC**

**January 19, 2023**

Plan Assumptions:

- 5500 tax filing and Requisite Discrimination Testing
- Participant Count = 73
- Plan Assets = \$2,295,545

**Part A - Plan Document/Conversion**

Volume Submitter Plan Document Conversion/Installation Fee - \$500 Waived  
Waived

Total Plan Document / Conversion \$ -

*Includes: (a) Adoption Agreement, (b) Corporate Resolutions, (c) All Current Amendments, (d) Plan & Trust Document, (e) Summary Plan Description*

**Part B - Administration**

Base Fee - Annual Administration \$ 1,400  
Per Participant Fee 73 @ \$40 \$ 2,920  
Audit Preparation \$ -

Estimated Base Administration Fees \$ 4,320

**Part C - Non-Routine, Optional, or One Time Services**

Non-safe harbor plan design \$200 per year  
Loan setup - origination, amort sched & note \$225 charged to participant  
Participant Distribution \$60 charged to participant  
Cross-Testing allocations \$500

**Part D - Revenue Sharing**

Estimated Installation Allowance \$ -

**Fee Summary  
Estimated Administration Fees Amortized Over Five years**

	RLLC Fees Gross Fees	Estimated Revenue Sharing Credit	Allocated Installation Allowance	Estimated RLLC Net Fees
Estimated 1st Year Administration Fee	\$ 4,320	\$ (1,148)	\$ -	\$ 3,172
Estimated 2nd Year Administration Fee	\$ 4,320	\$ (1,210)	\$ -	\$ 3,110
Estimated 3rd Year Administration Fee	\$ 4,320	\$ (1,273)	\$ -	\$ 3,047
Estimated 4th Year Administration Fee	\$ 4,320	\$ (1,335)	\$ -	\$ 2,985
Estimated 5th Year Administration Fee	\$ 4,320	\$ (1,398)	\$ -	\$ 2,922

**Plan Name: City of Pryor Creek 403(b) Top Hat  
Proposal for Administrative Services from Retirement LLC**

**January 19, 2023**

Plan Assumptions:

- 5500 tax filing and Requisite Discrimination Testing
- Participant Count = 25
- Plan Assets = \$ 689,038

**Part A - Plan Document/Conversion**

Volume Submitter Plan Document	waived
Conversion/Installation Fee - \$500	Waived
Total Plan Document / Conversion	<b>\$ -</b>

*Includes: (a) Adoption Agreement, (b) Corporate Resolutions, (c) All Current Amendments, (d) Plan & Trust Document, (e) Summary Plan Description*

**Part B - Administration**

Base Fee - Annual Administration	\$ 1,400
Per Participant Fee 25 @ \$40	\$ 1,000
Audit Preparation	\$ -
Estimated Base Administration Fees	<b>\$ 2,400</b>

**Part C - Non-Routine, Optional, or One Time Services**

Non-safe harbor plan design	\$200 per year
Loan setup - origination, amort sched & note	\$225 charged to participant
Participant Distribution	\$60 charged to participant
Cross-Testing allocations	\$500

**Part D - Revenue Sharing**

Estimated Installation Allowance	<b>\$ -</b>
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**Fee Summary  
Estimated Administration Fees Amortized Over Five years**

	RLLC Fees Gross Fees	Estimated Revenue Sharing Credit	Allocated Installation Allowance	Estimated RLLC Net Fees
Estimated 1st Year Administration Fee	\$ 2,400	\$ (345)	\$ -	\$ 2,055
Estimated 2nd Year Administration Fee	\$ 2,400	\$ (375)	\$ -	\$ 2,025
Estimated 3rd Year Administration Fee	\$ 2,400	\$ (405)	\$ -	\$ 1,995
Estimated 4th Year Administration Fee	\$ 2,400	\$ (435)	\$ -	\$ 1,965
Estimated 5th Year Administration Fee	\$ 2,400	\$ (465)	\$ -	\$ 1,935



Coats, Darla <coatsd@pryorcreek.org>

**Fwd: City of Pryor Creek TPA Fees**

1 message

**Malone, Lisa** <malonel@pryorcreek.org>  
To: Darla Coats <coatsd@pryorcreek.org>

Fri, Mar 3, 2023 at 10:23 AM

Thank You,  
Lisa Malone  
Deputy Clerk  
City of Pryor Creek  
(918)825-0888  
fax (918)825-6577

----- Forwarded message -----

From: **Staci Hitchcock** <ahitchcock@retirementllc.com>  
Date: Thu, Jan 19, 2023 at 2:18 PM  
Subject: City of Pryor Creek TPA Fees  
To: Malone, Lisa <malonel@pryorcreek.org>, Cyrus, Wes <cyrus.wes@principal.com>

Good Afternoon Lisa,

Thank you so much for sharing the Beasley & Co Fee Summary. Below I will share a comparison and attach RLLC proposals.

	City of Pryor Creek MP	City of Pryor Creek 403(b) Top Hat	
Beasley Qtr	\$754	\$754	
Beasley Annual	\$3,016	\$3,016	Total both plans \$6,032
RLLC Qtr	\$793	\$514	
RLLC Annual	\$4,320	\$2,400	
TPA Revenue Est	<b>\$1,148 Annual</b>	<b>\$345 Annual</b>	
RLLC Total Annual	\$3,172	\$2,055	Total both plans \$5,227

The TPA revenue that is received from Principal Financial Group (.05 bps) is based upon assets in the plan and is used to offset RLLC fees which is illustrated.

Please let me know if you have any additional questions.

Have a great day ~ Staci

**STACI L HITCHCOCK**  
**VICE PRESIDENT SALES/MARKETING**

**Retirement, LLC**

13838 Quail Pointe Drive, Suite B | Oklahoma City, OK 73134

**Direct:** 405.896.8971 | **Cell:** 918.344.1042 | **Fax:** 405.848.9862

RLLC values your feedback. How did we do today? Please click [here](#) to let us know.



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**2 attachments**

**City of Pryor Creek 403(b) Top Hat - RLLC Proposal.pdf**  
83K

**City of Pryor Creek Money Purchase - RLLC Proposal.pdf**  
83K

## TimeClock Plus OnDemand License Agreement

THIS TIMECLOCK PLUS ONDEMAND LICENSE AGREEMENT (the "Agreement") is entered into as of March 31, 2023 ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and City of Pryor Creek, with its principal office located at 12 North Rowe St. Pryor Creek, OK 74361 ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the Parties agree as follows:

### 1. **Definitions.**

1.1 "Active Employee" means an Employee that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to use the TCP Services on behalf of the Client, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, worker, consultant, substitute or contractor.

1.7 "Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.timeclockplus.com/privacy>, as updated from time to time.

1.8 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller.

1.9 "Initial Term" has the meaning set forth in Section 10.

1.10 "Monthly Employee Fee" means TCP's then current fees applicable for each of Client's Employees based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.



1.11 “Order Form” means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.12 “Permissions” means the permission(s) granted to Client’s Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client’s Designated Users.

1.13 “Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.14 “Subprocessor” means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.15 “Supported Hardware” means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement.

1.16 “TCP Services” means the hosted TimeClock Plus software application hosted by TCP in accordance with TCP’s then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.17 “TCP Technology” means the computer hardware, software and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.18 “Term” has the meaning set forth in Section 10.

1.19 “Use Fees” means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly Employee Fees and Hardware Support and Maintenance Agreement Fees.

## 2. **Delivery of Services.**

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

2.2 Client Responsibilities. Client’s use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client’s account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client’s account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated

User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense or transfer the TCP Services, make the TCP Services available to any third party or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

## 2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

## 2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related

procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 2.4.3) of Client Data is permitted without Client's express prior written instruction. CP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

### 3. **Data Security.**

#### 3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. **Data Privacy**. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

## 5. **Confidential Information.**

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's

Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. **Cooperation With Authorities.** If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. **Supplemental Services; Master Agreement.**

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. **Use Fees.**

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed annually in advance an amount equal to charges

as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than ~~ninety (90)thirty (30)~~ days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP at its offices in San Angelo, Texas, in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Employees multiplied by the Monthly Employee Fee which is based on the aggregated Permissions for each Active Employee. Client is responsible for Monthly Employee Fees for the maximum number of active employees during any calendar month. Client may add additional Employees or Permissions as desired each month by paying the Monthly Employee Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active Employee who has been terminated or suspended.

8.3 Employees added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active Employee count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active Employee count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Except as set forth in Section 8.6 of this Agreement, after the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

8.6 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. **Taxes.** As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income.

10. **Term; Guaranteed Payment.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term").

11. **Termination for Cause.** A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or

composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

12. **Effect of Termination.** Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. **Intellectual Property Ownership.** Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. **Client Representations and Warranties.**

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. **TCP Representations and Warranties.** TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. **Mutual Representations and Warranties.** Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. **Limited Warranty.** TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all CP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. **Indemnification.**

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP



Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. **Liability Limitation.** Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

21. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. **Continuing Obligations.** Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. **Marketing.** During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. **Force Majeure.** Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. **Dispute Resolution.** For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. **Class Action Waiver.** THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. **Applicable Law; Jurisdiction; Limitations Period.** This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. **Miscellaneous.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

## **TimeClock Plus Service Level Agreement - Addendum**

This Service Level Agreement is an addendum to the Master Licensing Agreement or Perpetual Licensing Agreement – EULA, hereafter referred to as the “Licensing Agreement”, made and entered into by and between TimeClock Plus, LLC (“TCP”) and Client. TCP reserves the right to continuously improve the Support and Maintenance and to adapt such services to changes in technology and to TCP’s business environment. Solely for these purposes, TCP reserves the right to modify, elaborate, remove or add to some or all of the provisions of these Service Level Agreement terms at TCP’s sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service. All Support and Maintenance will be provided in accordance with applicable data protection laws and the Privacy Policy which can be found at [www.timeclockplus.com/privacy](http://www.timeclockplus.com/privacy).

1. Definitions. Capitalized terms herein, but not included in this Section 1, shall have the meaning set forth in the Licensing Agreement and/or attached Addendums.

1.1 “24/7 Support” means continuous service is provided for twenty-four hours per day, seven days per week, and throughout the year.

1.2 “Issue” means a failure of the Software to substantially conform to the functional specifications set forth in TCP published documentation.

1.3 “Major Release” means a release in which the version number to the left of the first decimal point increases (e.g., 7.0 to 7.1).

1.4 “Minor Release” means a release of the Software in which the version number to the right of the first decimal point increases (e.g., 7.0 to 7.1).

1.5 “On Premise” means an installation of TCP’s software application(s) in Client’s data center, whether at Client’s physical location or in Client’s private hosted cloud.

1.6 “Response Time” means the time period in which the assigned support resource shall provide Client with an initial technical response as a result of an Issue reported by Client.

1.7 “Software” means the certain software program(s) purchased by Client. Software includes both On Premise and cloud hosted (“TCP Services as defined in the Licensing Agreement”) software programs.

1.8 “Standard Support” means the Standard support level of Support and Maintenance as set out in Section 3.

1.9 “Standard Support Hours” means the hours between 7:00 am CST and 7:00 pm CST, excluding Saturday, Sunday, and TCP recognized employee holidays.

1.10 “Support and Maintenance” means the support and maintenance services to be provided by TCP to the Client in accordance with purchased Hardware and/or Software Support and Maintenance Agreement. All Support and Maintenance will be provided to Client in accordance with the terms of the Hardware and/or Software Support and Maintenance Agreement and the terms of this Service Level Agreement.

1.11 “Support Plan” means the specific Software and/or Hardware Support and Maintenance Agreement that has been purchased by Client.

1.12 "Term" has the same meaning as defined in the Order Form or Licensing Agreement.

1.13 "Updates" means service packs, patches, hot fixes, or workarounds for a particular version of the Software. "Updates", includes Minor Releases but excludes any Major Releases or other releases of the Software or any other products that TCP, in its sole discretion, licenses separately for an additional fee. Major Releases will be provided according to the Support Level the Customer purchases from Service Provider. All Updates and Major Releases are licensed to Customer and subject to the terms and conditions of the License Agreement. If there is no such agreement, then the terms accompanying the Software will govern.

1.14 "Workaround" means a modification or "patch" for a particular version of the Software, which may be of a temporary or interim nature, to help cure or avoid an Issue.

2. Support and Maintenance Services. In consideration of the Client's payment of the applicable fees related to the Client selected Support Plan(s), Service Provider agrees to provide Support and Maintenance for the duration of the Term, and solely for the Software and/or Supported Hardware.

3. Software Support and Maintenance.

3.1 Software Maintenance. TCP shall use commercially reasonable efforts to maintain the Software so that it operates without Issues. Software maintenance includes the Software features that TCP makes generally available to its Client base during the applicable Term. These Software features, include Minor Releases, Major Releases, and Updates to the Software.

3.2 Software Support. Support Services include:

3.2.1 Information gathering and analysis of Software to identify Issues;

3.2.2 Chat, email, or telephone consultation regarding the use and operation of the Software that does not rise to the level of training;

3.2.3 Configuration changes for the Software;

3.2.4 Repair or replacement of open source software with functionally equivalent software; and

3.2.5 Issue correction in accordance with the Support Response Time Goals below.

3.3 Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Software, according to the Support Response Time Goal chart below. All disputes regarding severity classification will be resolved by TCP in its sole discretion.

4. Hardware Support and Maintenance.

4.1 Hardware Maintenance. TCP shall use commercially reasonable efforts to maintain the Supported Hardware so that it operates without Issues. Hardware maintenance include the Updates that TCP generally makes available to its Client base during the applicable Term. Hardware maintenance also includes replacement services as defined in the Hardware Support and Maintenance Agreement.

4.2 Hardware Support. Support Services include:

4.2.1 Information gathering and analysis of Supported Hardware to identify Issues;

4.2.2 Chat, email, or telephone consultation regarding the use and operation of the Supported Hardware that does not rise to the level of training;

4.2.3 Configuration changes for the Supported Hardware;

4.2.4 Issue correction in accordance with the Support Response Time Goals below.

4.3 Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Supported Hardware, according to the Support Response Time Goal chart below. All disputes regarding severity classification will be resolved by TCP in its sole discretion.

**Support Response Time Goals**

Severity	Impact	Response Time Goal
Level 1	Production system is down, impacting all applications and associated business systems. No Workaround exists.	<p>A Level 1 Issue will immediately be assigned to a TCP support technician who will contact Client within one (1) business hour with an initial response. The support technician will then work without interruption on the Issue until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 2.</p> <p>Level 1 Issues qualify for 24/7 Support for Clients who have purchased this Support Plan.</p>
Level 2	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	<p>A Level 2 Issue will immediately be assigned to a TCP Support Technician who will contact Client within two (2) business hours with an initial response. The support technician will then work without interruption during standard support hours until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 3.</p> <p>Level 2 Issues qualify for 24/7 Support for Clients who have purchased this Support Plan.</p>

Level 3	General product questions relating to development, feature issues, or Documentation.	<p>A Level 3 Issue will be assigned to a TCP Support Technician who will contact Client within one (1) business day with an initial response. The support technician will work on the issue during Standard Support Hours.</p> <p>Level 3 Issues do not qualify for 24/7 Support for Clients who have purchased this Support Plan.</p>
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5. Obligations of Client

5.1 Support Contact. All communications relating to Support and Maintenance will be supervised, coordinated, and undertaken by a primary Client contact unless additional contacts are designated as an approved contact persons by Client's primary contact. Issues related to the security of Clients Data, including but not limited to, password resets, may require approval of Client's primary contact.

5.2 Pre-Call Procedures. Prior to requesting support from TCP, Client shall comply with all published operating and troubleshooting procedures for the Software. If such efforts are unsuccessful in eliminating the Issue, Client shall then promptly notify TCP of the Issue. Client shall confirm that the following conditions are true before contacting Service Provider for support:

5.2.1 If possible, the situation giving rise to the Issue is reproducible in the Software;

5.2.2 The Client contact has the technical knowledge regarding the Software, any other software or hardware systems involved, and in the facts and circumstances surrounding the Issue;

5.2.3 The entire system, including all Software and Supported Hardware, is available to the Client contact during any communication with the assigned TCP support technician; and

5.2.4 If requested and required, Client must make available to TCP a technical representative during Standard Support Hours for all Issues. TCP reserves the right to suspend all work relating to any Issues during periods for which the Client does not provide access to Client's technical representative or requested data to continue to work on the Issue.

5.3 Remote Connection. If appropriate, Client will cooperate with TCP to allow and enable TCP to perform Support and Maintenance via remote connection using standard, commercially available remote control software. On Premise Clients will be solely responsible for instituting and maintaining proper security safeguards to protect Client's systems and data.

5.4 Disclaimer. TCP shall not be responsible for providing Support and Maintenance, Updates, or any other support and maintenance to the extent that Issues arise because Client (i) misuses, improperly uses, mis-configures, alters, or damages the Software; (ii) uses the Software with any hardware or software not recommended or sold by TCP; (iii) uses the Software at any unauthorized location; (iv) fails to install an Update to the Software if such Update would have resolved the Issue; or (v) otherwise uses the Software in a manner not in accordance with the License Agreement.

## 6. Limitations of Support and Maintenance Services.

6.1 **Non-Compliance Problems.** If Client notifies TCP of a problem and TCP correctly determines that the problem is due to Client's incorrect or improper use of the Software or failure to comply with the terms of the License Agreement an attached Addendums, the resolution of such problem is not covered by Support and Maintenance. However, TCP may provide additional services to correct the problem pursuant to a separate Statement of Work.

6.2 **Release Support Period.** TCP shall support a release of the Software if such release (i) was made generally available during the previous twenty-four (24) months. TCP may extend Support and Maintenance to prior Major Releases and Minor Releases at its sole discretion.

6.3 **Third-Party Products.** Support and Maintenance does not cover the operation or use of third-party hardware or software or Software modified by any party other than TCP or used in any manner in violation of the License Agreement or inconsistent with TCP published product documentation.

### 6.4 Data.

6.4.1 **On Premise Clients** are encouraged to backup data often and to always do so prior to installing any Update. TCP will have no responsibility for loss of or damage to On Premise Client's data, regardless of the cause of any such loss or damage.

6.4.2 **On Demand Supplemental Terms** shall apply to Clients who have purchased TCP Services under a Licensing Agreement

## 7. Termination; Effects of Termination

7.1 TCP will provide Support and Maintenance services for the Term of the Hardware and/or Software Support and Maintenance Agreement as defined by the applicable Order Form. For clarity, TCP will provide Client with an option to select a single year or multi-year period of coverage; upon selecting such period of coverage, the period selected shall constitute the Term of the Support and Maintenance Agreement. Client shall be contractually obligated to pay the fees for the full length of the Term and, unless terminated in accordance with the terms herein prior to the expiration of the Term, TCP shall be obligated to provide the selected Support Plan to the Client for the duration of the Term.

7.2 Termination of Support Terms. If TCP or Client terminates the License Agreement in accordance with the terms provided therein, then the Support and Maintenance hereunder will also terminate. Further, TCP may terminate this Agreement upon the following conditions:

7.2.1 if Client fails to make any payments due hereunder within ten (10) days after TCP delivers notice of default to Customer;

7.2.2 by giving prior written notice to Client if Client fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Client's receipt of TCP's notice to cure such non-performance of material obligation; or

7.2.3 if Client files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

8. **Warranty.** TCP warrants all services performed under this Agreement shall be performed in a workmanlike and professional manner. EXCEPT AS OTHERWISE STATED IN THIS



AGREEMENT TCP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

## On Demand Supplemental Terms

1. On Demand Services Level Agreement. In the event that Client experiences any of the service performance issues defined in Sections 2.1 and 2.2 as a result of TCP's failure to provide TCP Services, TCP will, upon Client's request in accordance with Section 3, credit Client's account as described below. The Service Credit shall not apply to performance issues (i) caused by factors outside of TCP's reasonable control; (ii) that resulted from any actions or inactions of Client or any third parties; or (iii) that resulted from Client equipment or third party equipment that is not within the sole control of TCP.
2. Definitions. For purposes of this Agreement, the following definitions shall apply only to the TCP Services. References to Section numbers in these Supplemental Terms shall apply to Sections in these Supplemental Terms, unless expressly provided otherwise.
  - 2.1 "Downtime" shall mean "unplanned" network unavailability within TCP's United States network for thirty (30) consecutive minutes due to the failure of TCP to provide TCP Services for such period. Downtime shall not include any packet loss or network unavailability during TCP's scheduled maintenance of the Internet Data Center(s), network and TCP Services.
  - 2.2 "Performance Problem" shall mean a material deterioration in the performance of the TCP Services excluding any Downtime.
  - 2.3 "Service Credit" shall mean an amount equal to the pro-rata monthly recurring connectivity charges (i.e., all monthly recurring bandwidth-related charges) for one (1) day of TCP Services.
3. Downtime Periods. In the event Client experiences Downtime, Client shall be eligible to receive a one-time Service Credit for each Downtime period; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for any given calendar day. For example, if Client experiences one (1) Downtime period, then Client shall be eligible to receive one (1) Service Credit; if Client experiences two (2) Downtime periods, whether from a single event or multiple events, then Client shall be eligible to receive two (2) Service Credits.
4. Performance Problem. In the event that TCP discovers or is notified by Client that Client is experiencing a Performance Problem, TCP will take all commercially reasonable actions necessary to determine the source of the Performance Problem.
5. Discovery of Source; Notification of Client. Within four (4) hours of discovering or receiving notice of the Performance Problem, TCP will use commercially reasonable efforts to determine whether the source of the Performance Problem is limited to the TCP Services or whether the Performance Problem arises from the Client equipment or Client's connection to the Internet. TCP will notify Client of its findings regarding the source of the Performance Problem promptly after the additional four (4) hour period.
6. Correction. If the source of the Performance Problem is within the sole control of TCP, then TCP will use commercially reasonable efforts to remedy the Performance Problem within four (4) hours of determining the source of the Performance Problem. If the source of and remedy to the Performance Problem reside outside of the sole control of TCP, then TCP will use commercially reasonable efforts to notify the party responsible for the source of the Performance Problem and cooperate with it to resolve such problem as soon as possible.
7. Service Credits for Performance Problems. In the event that TCP (i) is unable to determine the source of the Performance Problem within the time periods described in Section 5; or (ii) is the sole source of the Performance Problem and is unable to remedy such Performance Problem within the time period described in Section 6, TCP will deliver a Service Credit to Client for each four (4)

hour period incurred in excess of the time periods for identification and resolution described above; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for a given calendar day.

8. Client Must Request Service Credit. Upon receipt of a written request from Client for a prior calendar month requesting information regarding a specific instance of Downtime or Performance Problem, TCP will provide Client with a related incident report from which Client may determine any Downtime and/or Performance Problems. In order to receive a Service Credit in connection with a particular instance of Downtime or a Performance Problem, Client must notify TCP within thirty (30) days from the time Client becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Client's right to receive a Service Credit for the applicable instance of Downtime or Performance Problem.

9. Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by TCP to Client for any and all Downtime and Performance Problems that occur in a single calendar month shall not exceed seven (7) Service Credits. Any Service Credits owed shall be issued in the TCP invoice in the month following the Downtime or Performance Problem, unless the Service Credit is due in Client's final month of Service. In such case, a refund for the dollar value of the Service Credit will be mailed to Client.

10. Termination Option for Chronic Problems. Client may terminate this Agreement and without liability or penalty to TCP by notifying TCP within ten (10) days following the occurrence of either of the following: (i) Client experiences more than five (5) Downtime periods in any three (3) consecutive calendar month period; or (ii) Client experiences more than eight (8) consecutive business hours of Downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by TCP.

*[Signature Page Follows]*

**Accepted by:**

**Client**

**TimeClock Plus, LLC**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**TIMECLOCK PLUS,  
LLC  
1 TIMECLOCK DRIVE  
SAN ANGELO, TX 76904**

**QUOTE # : Q013018**

**CONTRACT START DATE : 03/31/2023**

**ORDER FORM**

**CLIENT INFORMATION**

Purchased for: City of Pryor Creek  
Bill To: City of Pryor Creek

Contract Contact Name: Courtney Davis

Billing Address: 12 North Rowe Street  
Pryor Creek, OK 74361  
United States

Contract Contact Email: daviscej@pryorcreek.org

Billing Contact Name: Courtney Davis

Support Contact Name:

Billing Contact Email: daviscej@pryorcreek.org

Support Contact Email:

Billing Contact Phone: 1-9188250888

Support Contact Phone:

**BILLING TERMS**

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
36 MONTHS	36 MONTHS	NET 90	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ESTIMATED IMPLEMENTATION SERVICES (TIME & MATERIALS)	168.75	36	ONE-TIME	\$6,075.00
ENTERPRISE LICENSE ANNUAL CHARGE 2022	48.75	150	RECURRING	\$7,312.50
OVERAGE ENTERPRISE LICENSE ANNUAL CHARGE	48.75		USAGE	\$0.00
HARDWARE SUPPORT & MAINTENANCE	4,126.81	1	RECURRING	\$4,126.81
*RDT + FINGERPRINT	2,084.25	11	ONE-TIME	\$22,926.75
HARDWARE S&H	100.00	1	ONE-TIME	\$100.00

SUBTOTAL	<b>\$40,541.06</b>
TAXES	<b>\$0.00</b>
GRAND TOTAL	<b>\$40,541.06</b>
CURRENCY	USD

QUOTE EXPIRATION DATE : 03/31/2023

SPECIAL TERMS: NCPA COOPERATIVE PRICING CONTRACT NO. 11-27  
CASELLE EXPORT INTERFACE AND UNLIMITED SUPPORT SERVICES INCLUDED AT NO ADDITIONAL COST.  
NET 90 PAYMENT TERMS. TOTAL AMOUNT DUE BY 7/7/2023.  
BILLING PERIOD 2023-2024

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# Investment Summary

Quote Number  
02-2022-638805 1

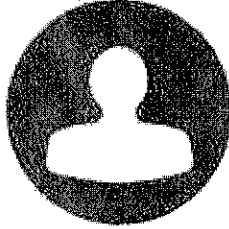


## Company Information

City of Pryor  
12 N Rowe St., Ste B  
Pryor, OK 74361  
United States

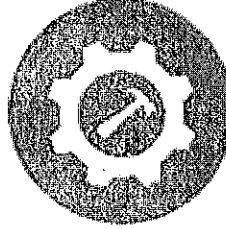
## Executive Contact

Courtney Davis  
Payroll  
[davisci@pryorcreek.org](mailto:davisci@pryorcreek.org)  
(918) 825-0888



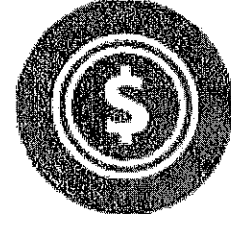
152

Total  
Employees



\$5,000.00

Implementation  
Costs



\$13,115.20

Total Annual  
Investment

Expiration

12/31/2022

ADP Sales Associate

Zane Tarver

MMDM

[zane.tarver@adp.com](mailto:zane.tarver@adp.com)

936-537-5632

\*\* This Investment Summary has been made available for illustration purposes only and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated thereby.







Company Information


City of Pryor  
 12 N Rowe St., Ste B  
 Pryor, OK 74361  
 United States


Executive Contact


Courtney Davis  
 Payroll  
[daviscj@pryorcreek.org](mailto:daviscj@pryorcreek.org)  
 (918) 825-0888

Recurring Fees and Considerations

Number of Employees: 40 on Hourly

 Per Processing	Count	Min	Base	Rate	Weekly	Annual
Workforce Now Payroll Solutions	40	-	-	\$0.84	\$33.60	\$1,747.20
• Essential Plus Payroll						
Delivery Fee	1	-	\$10.00	-	\$10.00	\$520.00
Additional Jurisdiction (if applicable)		2+		\$10.00/month		

 Annual Processing	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	40	-	-	\$3.48	\$139.20

 Total Annual Investment	Total Annual
Workforce Now Services	<u>\$2,406.40</u>

 Other Considerations	Count	Rate	Setup
Hardware and Other Fees			



Company Information

City of Pryor  
 12 N Rowe St., Ste B  
 Pryor, OK 74361  
 United States

Executive Contact

Courtney Davis  
 Payroll  
[davisci@pryorcreek.org](mailto:davisci@pryorcreek.org)  
 (918) 825-0888

Recurring Fees and Considerations

Number of Employees: 52 on Police and Fire



Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
Workforce Now Payroll Solutions • Essential Plus Payroll	52	-	-	\$1.74	\$90.48	\$1,085.76
Delivery Fee	1	-	\$10.00	-	\$10.00	\$120.00
Additional Jurisdiction (if applicable)		2+		\$10.00/month		



Annual Processing	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	52	-	-	\$3.48	\$180.96



Total Annual Investment	Total Annual
Workforce Now Services	<u>\$1,386.72</u>



Other Considerations	Count	Rate	Setup
Hardware and Other Fees			





## Workforce Now Included Services

### Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- Intelligent Employee Case Resolution
- Online Reports and Pay Statements

- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Conversational Virtual Assistant

### Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content

- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals

### Time Analytics

- Pre-Configured Key Performance
- Executive Dashboard

- Ability to Customize Additional KPIs

### Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

- Client access to Electronic Reports and Tools
- Immigration Verifications

### Implementation Support and Data Conversion

- Pay Rate (or Salary) History; Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)

- Position (or Job Profile) History; Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)

Thank you for your consideration

## Appendix : History Conversion Services

### Description of Available History Conversion Services

CONVERSION SERVICE	DESCRIPTION
<b>Check History</b>	<p><b>Includes:</b> Net/Gross Salary, Taxes, Deductions, Hours, Hours &amp; Earnings Codes.</p> <p>History data files will be created and imported into ADP Workforce Now for Client practitioner level access only (not individual employee access).</p>
<b>Pay Rate History</b>	<p><b>Includes:</b> Position ID, Change Effective On, Compensation change Reason, Rate Type, Rate 1 Amount, Standard Hours, Pay Frequency Code, Rate 2 Amount, Rate Currency, Annual Salary.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p>
<b>Position History</b>	<p><b>Includes:</b> Job Title, Department, Business Unit, Location, Assigned Shift, Full time Employee, Pay Grade, Job Class, Salary Structure, Allocation, Union, FLSA, Workers Compensation, Scheduled Hours, Hours period, EEO Job Class, Cost Number, Management Position, Reports to Position ID. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).</p>
<b>Benefits History (Employee Benefit Selection)</b>	<p><b>Includes:</b> Employee level Benefit selectdown data included: Plan Type and Name, Coverage Level, Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not include company level detail for Benefit plans. History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>
<b>Benefits / Dependent History</b>	<p><b>Includes:</b> Employee Level Dependents, Including: Dependent Tax ID, Relationship, Name, Address, Gender, Birth Date, Type, Status, Enrollment Start and End Dates, Plan Name and type, Plan Provider Name, Coverage level, Benefit Status.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>
<b>Time &amp; Attendance History</b>	<p><b>Includes:</b> Employee, Time Zone, Pay Rule, Punch Date, Punch In/Out Times &amp; Codes, Totaled Amount, Cumulative Total, Reason/Details.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>
<b>Employee Status History</b>	<p><b>Includes:</b> Changes to Employee Status, including Termination Date and Reason, Rehire Eligibility and Date, LOA Start and Return Dates with Reasons</p>

**Loading History Data Using ResNav Solutions.** History data will be loaded to an external history viewer provided by ResNav Solutions, a standalone system, which allows Client to retain history from its legacy systems. History Viewer URL access will be provided to Client practitioner for login with password. Access to History Viewer will be at the practitioner level only (not individual employee access).

**Automated Export Services.** The Automated Export Services associated with History Viewer, applies to the custom report that loads data from the ADP Application Platform to the History Viewer on a one-time daily basis. The data loaded from the ADP Application Platform to the History Viewer is specific to pay rate, status and position data only. This enables joint reporting from History Viewer for both current and historical employee data. ResNav Solutions shall setup the custom report under a specific practitioner during the history conversion process and the ADP integration team shall initiate the automation of the report.

CITY OF PRYOR CREEK  
 BALANCE SHEET  
 FEBRUARY 28, 2023

RECREATION CENTER - CASH FUND

ASSETS

84-000-1010	CASH IN COMBINED CASH FUND	263,223.36	
84-000-1101	INVESTMENTS	670,524.34	
	TOTAL ASSETS		933,747.70

LIABILITIES AND EQUITY

LIABILITIES

84-000-2002	ACCOUNTS PAYABLE	6.98	
	TOTAL LIABILITIES		6.98

FUND EQUITY

84-000-3010	FUND BALANCE	993,871.00	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	( 62,453.82)	
	BALANCE - CURRENT DATE	( 62,453.82)	
	TOTAL FUND EQUITY		931,417.18
	TOTAL LIABILITIES AND EQUITY		931,424.16

CITY OF PRYOR CREEK  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

RECREATION CENTER - CASH FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
84-000-4111	SALES TAX	54,390.21	432,866.54	.00 (	432,866.54)	.0
84-000-4171	INTEREST	273.37	6,038.18	.00 (	6,038.18)	.0
84-000-4241	MISCELLANEOUS INCOME	.00	75.00	.00 (	75.00)	.0
84-000-4251	GRANTS AND DONATIONS	.00	51,100.00	.00 (	51,100.00)	.0
84-000-4267	PUBLIC SCHOOLS-FACILITY USE	.00	2,028.00	.00 (	2,028.00)	.0
84-000-4500	MEMBERSHIPS	22,110.80	164,702.97	.00 (	164,702.97)	.0
84-000-4506	POOL ONLY	976.15	5,375.45	.00 (	5,375.45)	.0
84-000-4540	RENTALS	590.00	3,740.00	.00 (	3,740.00)	.0
84-000-4544	POOL PARTIES / POOL RENTALS	1,770.00	16,119.00	.00 (	16,119.00)	.0
84-000-4550	MERCHANDISE SALES	3,212.32	22,922.04	.00 (	22,922.04)	.0
84-000-4560	CONTRACT PERSONAL TRAINER	270.00	1,855.00	.00 (	1,855.00)	.0
84-000-4563	LOCKER RENTALS	410.00	2,725.00	.00 (	2,725.00)	.0
84-000-4564	CHILD WATCH	693.00	4,592.00	.00 (	4,592.00)	.0
84-000-4565	GUEST PASSES	5,506.00	35,220.00	.00 (	35,220.00)	.0
84-000-4570	IDENTIFICATION CARDS	80.00	205.00	.00 (	205.00)	.0
84-000-4579	EVENTS	805.00	1,384.41	.00 (	1,384.41)	.0
84-000-4580	SWIMMING LESSONS	560.00	5,815.00	.00 (	5,815.00)	.0
84-000-4581	SWIMMING TEAM	460.50	2,269.50	.00 (	2,269.50)	.0
84-000-4999	MEMBERSHIPS A/R	( 26.08)	4,189.03	.00 (	4,189.03)	.0
 TOTAL FUND REVENUE		 92,081.27	 763,222.12	 .00 (	 763,222.12)	 .0

CITY OF PRYOR CREEK  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

RECREATION CENTER - CASH FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION CENTER</u>					
84-845-5011 RECREATION CENTER SALARIES	20,751.49	174,414.37	299,746.49	125,332.12	58.2
84-845-5013 OVERTIME	54.97	420.53	2,500.00	2,079.47	16.8
84-845-5014 REC CENTER LONGEVITY	32.30	263.05	780.00	516.95	33.7
84-845-5018 SALARIES - TEMP FRONT DESK	416.08	9,928.54	15,000.00	5,071.46	66.2
84-845-5019 SALARIES - TEMP HOUSE KEEPING	.00	24.19	.00	( 24.19)	.0
84-845-5021 FICA	1,525.13	12,858.23	23,072.90	10,214.67	55.7
84-845-5022 RETIREMENT	1,290.66	15,083.92	27,047.38	11,963.46	55.8
84-845-5023 HEALTH INSURANCE	4,263.15	36,912.27	73,789.97	36,877.70	50.0
84-845-5024 EMPLOYMENT TAX	202.54	818.71	1,736.00	917.29	47.2
84-845-5025 WORKERS COMP INSURANCE	111.14	976.74	2,385.65	1,408.91	40.9
84-845-5031 ADVERTISING	.00	3,649.71	4,000.00	350.29	91.2
84-845-5032 SUPPLIES - OFFICE	103.65	2,553.90	6,000.00	3,446.10	42.6
84-845-5035 POSTAGE	.00	12.48	100.00	87.52	12.5
84-845-5036 CLOTHING	.00	1,336.00	3,000.00	1,664.00	44.5
84-845-5038 FIRST AID SUPPLIES	.00	73.50	250.00	176.50	29.4
84-845-5039 CLEANING SUPPLIES	671.56	12,694.16	25,000.00	12,305.84	50.8
84-845-5042 RESALE MERCHANDISE	1,188.20	11,794.95	20,000.00	8,205.05	59.0
84-845-5044 PROPERTY INSURANCE	.00	20,358.00	20,358.00	.00	100.0
84-845-5046 COMPUTER TECH SUPPORT	580.00	16,972.45	20,000.00	3,027.55	84.9
84-845-5047 GROUNDS KEEPING	852.40	7,317.44	10,000.00	2,682.56	73.2
84-845-5051 UTILITIES	.00	120,441.21	155,000.00	34,558.79	77.7
84-845-5061 TELEPHONE	192.00	1,536.00	3,000.00	1,464.00	51.2
84-845-5075 OUTSIDE SERVICES	.00	7,200.00	10,000.00	2,800.00	72.0
84-845-5091 REPAIR AND MAINTENANCE	1,804.09	38,931.84	99,000.00	60,068.16	39.3
84-845-5092 MEMBERSHIPS & SUBSCRIPTIONS	.00	35.00	.00	( 35.00)	.0
84-845-5201 SALES TAX	912.87	6,018.60	9,000.00	2,981.40	66.9
84-845-5350 CREDIT CARD & RELATED EXPENSES	.00	8,090.98	20,000.00	11,909.02	40.5
84-845-5410 CAPITAL OUTLAY - EQUIPMENT	.00	157,715.54	170,000.00	12,284.46	92.8
84-845-5413 CAPITAL IMPROVEMENTS	.00	.00	365,000.00	365,000.00	.0
<b>TOTAL RECREATION CENTER</b>	<b>34,952.23</b>	<b>668,432.31</b>	<b>1,385,766.39</b>	<b>717,334.08</b>	<b>48.2</b>



CITY OF PRYOR CREEK  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

RECREATION CENTER - CASH FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 846</u>					
84-846-5011	AQUATIC SALARIES	3,419.20	28,826.93	44,449.43	15,622.50 64.9
84-846-5013	AQUATIC - OVERTIME	.00	64.05	.00 (	64.05) .0
84-846-5018	SALARIES AQU - TEMP LIFE GUARD	.00	14,209.36	.00 (	14,209.36) .0
84-846-5019	SALARIES AQU - TEMP SWM INSTR	958.10	4,233.12	.00 (	4,233.12) .0
84-846-5021	AQUATIC FICA	259.98	2,203.88	3,400.38	1,196.50 64.8
84-846-5022	AQUATIC RETIREMENT	213.14	2,499.80	4,000.45	1,500.65 62.5
84-846-5023	AQUATIC HEALTH INSURANCE	554.63	4,437.04	6,595.56	2,158.52 67.3
84-846-5024	AQUATIC EMPLOYMENT TAX	33.98	128.54	248.00	119.46 51.8
84-846-5025	AQUATIC WORKERS COMP INSURAN	17.91	157.02	323.78	166.76 48.5
84-846-5032	AQUATIC SUPPLIES	1,523.90	10,769.15	12,000.00	1,230.85 89.7
84-846-5091	AQUATIC REPAIR AND MAINTENANCE	2,480.05	5,685.05	36,000.00	30,314.95 15.8
84-846-5101	AQUATIC TRAVEL EXPENSE	.00	694.77	1,500.00	805.23 46.3
84-846-5111	AQUATIC EDUCATION EXPENSE	.00	526.00	2,000.00	1,474.00 26.3
84-846-5410	AQUAT.CAP OUTLAY SM PURCHASES	91.90	391.90	1,000.00	608.10 39.2
TOTAL DEPARTMENT 846		9,552.79	74,826.61	111,517.60	36,690.99 67.1
<u>DEPARTMENT 847</u>					
84-847-5011	CHILD WATCH SALARIES	982.90	14,764.20	28,000.00	13,235.80 52.7
84-847-5032	CHILD WATCH SUPPLIES	.00	135.20	1,000.00	864.80 13.5
84-847-5091	CHILD WATCH REPAIR AND MAINT	400.00	400.00	1,000.00	600.00 40.0
84-847-5410	CHILD W CAP OUTLAY SM PURCHAS	.00	278.00	1,000.00	722.00 27.8
TOTAL DEPARTMENT 847		1,382.90	15,577.40	31,000.00	15,422.60 50.3
<u>DEPARTMENT 848</u>					
84-848-5011	FITNESS SALARIES	3,024.01	24,865.43	39,312.00	14,446.57 63.3
84-848-5013	FITNESS OVERTIME	.00	8.75	.00 (	8.75) .0
84-848-5018	FITNESS SALRIES - TEMP FLOOR	642.20	15,635.82	.00 (	15,635.82) .0
84-848-5019	FITNESS SALARIES TEMP INSTRUC	467.34	11,840.25	18,000.00	6,159.75 65.8
84-848-5021	FITNESS FICA	230.58	1,901.08	3,007.37	1,106.29 63.2
84-848-5022	FITNESS RETIREMENT	188.51	2,154.24	3,538.08	1,383.84 60.9
84-848-5023	FITNESS HEALTH INSURANCE	549.63	4,397.04	6,595.56	2,198.52 66.7
84-848-5024	FITNESS EMPLOYMENT TAX	30.24	140.86	248.00	107.14 56.8
84-848-5025	FITNESS WC INSURANCE	16.18	140.63	311.33	170.70 45.2
84-848-5075	FITNESS OUTSIDE SERVICES	.00	.00	200.00	200.00 .0
84-848-5091	FITNESS REPAIR AND MAINTENANCE	.00	4,232.53	10,000.00	5,767.47 42.3
84-848-5111	FITNESS EDUCATION EXPENSE	.00	123.59	2,500.00	2,376.41 4.9
84-848-5410	FITNESS CAP OUTLAY SM PURCHAS	67.02	1,399.40	10,000.00	8,600.60 14.0
TOTAL DEPARTMENT 848		5,215.71	66,839.62	93,712.34	26,872.72 71.3
TOTAL FUND EXPENDITURES		51,103.63	825,675.94	1,621,996.33	796,320.39 50.9

CITY OF PRYOR CREEK  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

RECREATION CENTER - CASH FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	40,977.64	( 62,453.82)	( 1,621,996.33)	( 1,559,542.51)	( 3.9)



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 405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 2/23/2023

## INVOICE

<b>Mail To:</b> P.O. Box 1167 Pryor Creek, Oklahoma 74362-1167	<b>Insured:</b> City of Pryor Creek <b>Policy No.:</b> PRO140003307 <b>Policy Type:</b> Property <b>Effective Date:</b> 7/1/2022 <b>Expiration Date:</b> 7/1/2023
--	---

Inst. No.	Date	Transaction Type	Amount	Running Total
	2/23/2023	Endorsement - Additional Premium	\$6,147.00	\$6,147.00
			<b>Current Amount Due</b>	\$6,147.00
			<b>Payment Due By</b>	4/9/2023

**Thank you for your business. If you have questions about your account,  
 please call 1-800-234-9461 or 405-657-1400.**

If not paid within 50 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: PRO140003307 Insured: City of Pryor Creek	Amount Due: \$6,147 Payment Due By: 4/9/2023
--	---

PLEASE REMIT PAYMENT TO:

OMAG  
 P.O. Box 3091  
 Edmond, OK 73083



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Municipal Property Protection Plan

Plan Member: City of Pryor Creek  
Endorsement Effective Date: 7/1/2022

Agreement No: PRO140003307  
Effective Date: 7/1/2022  
Expiration Date: 7/1/2023

It is hereby agreed and understood the Plan Agreement is changed as follows:

THE FOLLOWING CHANGES HAVE BEEN MADE TO THE POLICY:

**BLANKET LIMITS**

ANY COVERAGE LIMIT DISPLAYED ON YOUR PROPERTY SCHEDULE IS CONSIDERED PART OF THE BLANKET LIMIT SHOWN BELOW:

BLANKET BUILDING LIMIT	\$54,630,301
BLANKET BUSINESS PERSONAL PROPERTY LIMIT	\$6,607,637
DEDUCTIBLE	\$2,500.00

OMAG Representative

Issue Date: February 23, 2023

**Please attach this endorsement to your original Plan Document.**



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### Municipal Property Protection Plan

#### Declarations Page

1. PLAN MEMBER: **City of Pryor Creek** AGREEMENT NUMBER: **PRO140003307**  
Mailing Address: P.O. Box 1167  
Pryor Creek, Oklahoma 74362-1167
2. Plan Period **From 7/1/2022 to 7/1/2023 12:01 A.M. Central Standard Time**
3. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE	PREMIUM
<b><u>COMMERCIAL PROPERTY COVERAGE</u></b>	
Buildings and Business Personal Property, per schedule	Limit: \$61,237,938
Mobile Equipment, per schedule	Limit: \$
Leased/Rented Equipment	Limit: \$
Miscellaneous Equipment, per schedule	Limit: \$
Fine Arts, per schedule	Limit: \$151,030
	\$106,502
	\$
	\$
	\$
	\$908

<b><u>EXCESS COVERAGE</u></b>			
Business Income	\$ per occurrence	\$ per location	\$
Accounts Receivable	\$ on premises	\$ off premises	\$
Valuable Papers	\$ on premises	\$ off premises	\$
Theft/Disapp/ Destr	\$ inside	\$ outside	\$
Earth Movement (Subject to \$100,000 Deductible)	Excess Limit:		\$

<b><u>EQUIPMENT BREAKDOWN COVERAGE</u></b>	
Excluding Electrical Power Generating Equipment, per schedule	Included
Including Electrical Power Generating Equipment, per schedule	Excluded

**Total Premium**  
**\$107,410**

4. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
5. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
6. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.

Issue Date: **February 23, 2023**



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## Municipal Property Protection Plan

### ADDITIONAL NAMED PLAN MEMBERS

### SCHEDULE OF FORMS

A. Property  
Supplemental Coverage Declarations

Property Coverage Form

Replacement Cost

Earth Movement Coverage Form

Flood Coverage Form

Municipal Sales Tax Revenue Coverage Form

Business Income Coverage Form Excluding Extra Expense

Extra Expense Coverage Form

Mobile Equipment, Vehicle Equipment, and Miscellaneous Equipment Coverage Form

Builders Risk coverage Form

Leasehold Interest Coverage Form

Exclusion-Certain Computer Related Losses Due to Dates or Times (Property Coverages)

Terrorism Coverage Form

Joint or Disputed Loss Agreement

Theft Disappearance and Destruction coverage Form

Crime General Conditions

Equipment Breakdown Coverage Form

General Conditions

B. Equipment Breakdown

Equipment Breakdown  
Declarations

Equipment Breakdown Insuring  
Agreement Form  
General Conditions

Equipment Breakdown Coverage  
Form

Exclusion of Certain Computer-  
Related Losses



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**Municipal Property Protection Plan**  
**Equipment Breakdown**

<u>Coverages</u>	<u>Limits</u>
Equipment Breakdown Limit	\$61,237,938, not to exceed \$25,000,000 per occurrence
Property Damage	Included
Business Income ***	\$200,000
Contingent Business Income	\$25,000
Extra Expense ***	Combined with Business Income
Service Interruption ***	Combined with Business Income
Perishable Goods ***	\$100,000
Ordinance & Law	\$25,000
Demolition and ICC	\$250,000
Expediting Expenses	\$250,000
Hazardous Substances	\$250,000
CFC Refrigerants	\$250,000
Newly Acquired Locations	\$500,000
Data Restoration	\$100,000
Sanitary Sewer Overflow	\$25,000 per occurrence/ \$100,000 per aggregate

<u>Coverages</u>	<u>Deductibles</u>
Combined	\$2,500
<u>Other Conditions</u>	

- Extended Business Income: 5 Days
- Newly Acquired Locations: 90 Days
- Unless the interruption exceeds 24 hours we will not pay for any loss under Service Interruption or the Service Interruption component of Perishable Goods.
- 'Covered equipment' does not include any transformers associated with the generation of power. - IC Engine Units over 15 years will be valued at Actual Cash value.

\*\*\* Business Interruption, Extra Expense, Service Interruption, Perishable Goods, or any other indirect coverage not available on any Power Generation unit/facility. \*\*\*



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**Municipal Property Protection Plan**

City/Town: **City of Pryor Creek**

AGREEMENT NUMBER: **PRO140003307**

Mortgagee, Loss Payee and/or Additional Interest Schedule

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RCB Bank of Pryor  
222 S. E. 1st St.  
PRYOR, OK 74361-3606

**Certificate Category**  
Loss Payee

---





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Plan Member: City of Pryor Creek

Agreement No: PRO140003307

Effective Date: 7/1/2022

Expiration Date: 7/1/2023

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It is hereby agreed and understood the Plan Agreement is changed as follows:

- Police & Fire Emergency Center Building 1 added effective 02/17/2023.
- Garage/Shop at Police & Fire Emergency Center Building 2 added effective 02/17/2023.
- Loc# 008 Building# 001 \* Library changed square footage, increased building & contents value effective 02/17/2023.

This endorsement has resulted in a premium change of \$6,147 that will be on your next installment.

OMAG Representative

Issue Date: February 23, 2023

**Please attach this endorsement to your original Plan Document.**



Property Schedule

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

City of Pryor Creek

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
001 001	10 N. Taylor	* Street Dept.	No	8,955		1988	NC 1070	\$2,500	\$1,027,465	\$3,972	\$1,898.00
002 001	100 E. Graham	* Chamber Bldg	No	2,340		1902	JM 1070	\$2,500	\$553,634	\$	\$1,144.00
003 001	111 SE 9th ST.	* Recreation Center	No	46,074		2005	NC 1070	\$2,500	\$9,912,447	\$743,820	\$19,379.00
004 001	12 N. Rowe ST.	* City Hall Incl Natural Gas Generator	No	16,147		2013	NC 0701 City Hall	\$2,500	\$4,240,780	\$163,194	\$7,355.00
005 001	212 S. Coo-Y-Yah	* Park Pool Bldg / Pumps	No	2,389		1950	JM 1070	\$2,500	\$276,465	\$5,150	\$582.00
005 002	212 S. Coo-Y-Yah	Concession Stand	No	140		1950	Framed 1070	\$2,500	\$23,730	\$5,150	\$130.00
006 001	214 S. Mill	* Police Dept.	No	11,768		1950	NC 1070	\$2,500	\$3,066,623	\$1,230,724	\$7,514.00



Property Schedule

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

City of Pryor Creek

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
006 002	214 S. Mill	* Police Dept. Property OF Others	No				JM 1070	\$2,500	\$	\$72,618	\$138.00
007 001	225 S. Rowe	* Senior Citizen	No	6,192		1970	NC 1070	\$2,500	\$953,801	\$	\$1,756.00
008 001	505 E. Graham	* Library	No	16,037		1955	NC 1070	\$2,500	\$4,009,250	\$1,882,727	\$10,239.00
009 001	6 N. Adair	* Graham Community Bldg	No	11,465		1942	JM 1070	\$2,500	\$2,184,204	\$5,494	\$4,525.00
010 001	700 E. Graham	* Pyo Auditorium	No	17,540		1942	NC 1070	\$2,500	\$536,760	\$	\$988.00
011 001	720 Park Street	* Park Maintenance	No	7,500		2010	NC 1070	\$2,500	\$546,105	\$62,830	\$1,100.00
012 001	833 S. Elliot	* Fire Station	No	9,821		1986	NC 1070	\$2,500	\$2,059,808	\$	\$3,792.00



Property Schedule

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

City of Pryor Creek

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BIDG VALUE	CONTENTS VALUE	PREMIUM
013 001	Golf Course	* Pro Shop Golf Course	No	2,014		1956	Framed 1070	\$2,500	\$329,910	\$7,725	\$1,563.00
013 002	Golf Course	* Golf Cart Storage #1	No	2,350		1945	JM 1070	\$2,500	\$155,295	\$	\$321.00
013 003	Golf Course	* Maintenance	No	2,520		1982	Framed 1070	\$2,500	\$127,575	\$23,175	\$680.00
013 004	Golf Course	* Golf Cart Storage #2	No	1,500		1994	NC 1070	\$2,500	\$86,205	\$	\$158.00
013 005	Golf Course	* Tenant Occupied Bldg	No	1,055		1990	Framed 1070	\$2,500	\$154,140	\$	\$717.00
013 006	Golf Course	* Maintenance Building	No	1,800		1965	Framed 1070	\$2,500	\$92,925	\$7,725	\$461.00
013 007	Golf Course	* New Golf Cart Bldg. #4	No	2,100		1998	NC 1070	\$2,500	\$125,475	\$5,150	\$239.00



Property Schedule

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

City of Pryor Creek

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
013 008	Golf Course	* Golf Cart Storage #3	No	1,500		1981	Framed 1070	\$2,500	\$98,805	\$	\$460.00
013 009	Golf Course	* Irrigation Pump Station	No			2006	Pump Station	\$2,500	\$246,042	\$41,485	\$362.00
013 012	Golf Course	Restroom Building #1	No	180		1982	Framed 1070	\$2,500	\$39,690	\$	\$185.00
013 013	Golf Course	Restroom Building #2	No	130		1965	JM 1070	\$2,500	\$22,260	\$	\$46.00
014 001	Hwy 20	* Cemetery Storage	No	3,500		1960	NC 1070	\$2,500	\$262,290	\$31,930	\$531.00
014 002	Hwy 20	* Cemetery Restrooms	No	312		1985	JM 1070	\$2,500	\$52,080	\$2,060	\$111.00
014 003	Hwy 20	* Cemetery North Storage	No	432		1940	JM 1070	\$2,500	\$19,740	\$	\$41.00



Property Schedule

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

City of Pryor Creek

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
015 001	Mem Ball Field	* Scoreboard	No			2004	Prop in Open	\$2,500	\$43,072	\$	\$83.00
016 001	Pryor Creek	* Animal Shelter	No	5,000		2009	NC 1070	\$2,500	\$617,335	\$121,991	\$1,322.00
016 002	Pryor Creek	*Animal Shelter Sign	No				Signs Other	\$2,500	\$6,149	\$	\$50.00
017 001	Various Locations	* Signs	No			1997	Signs - Billboard	\$2,500	\$121,166	\$	\$979.00
018 001	West OF Pryor	* Ballfield Concession / Restrooms	No	2,400		2004	NC 1070	\$2,500	\$185,325	\$	\$341.00
018 002	West OF Pryor	Maintenance Shop	No	360		2004	JM 1070	\$2,500	\$30,345	\$10,300	\$83.00
019 001	301 S. Coo-Y- Yah	*Splash Pad	No				Prop in Open	\$2,500	\$105,415	\$	\$204.00



Property Schedule

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

City of Pryor Creek

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
019 002	301 S. Coo-Y- Yah	*Splash Pad Shelter #1	No	144		2016	NC 1070	\$2,500	\$3,029	\$	\$5.00
019 003	301 S. Coo-Y- Yah	*Splash Pad Shelter #2	No	144		2016	NC 1070	\$2,500	\$3,029	\$	\$5.00
019 004	301 S. Coo-Y- Yah	*Splash Pad Shelter #3	No	144		2016	NC 1070	\$2,500	\$3,029	\$	\$5.00
019 005	301 S. Coo-Y- Yah	*Splash Pad Shelter #4	No	144		2016	NC 1070	\$2,500	\$3,029	\$	\$5.00
020 001	1614 NE 1st Street	*Cemetery Pavilion	No	999		2016	NC 1070	\$2,500	\$10,905	\$	\$20.00
021 001	600 SE 1st St.	* Electric Substn incl Fencing & lighting, High School (Mub)	No			1979	Elec Subst.	\$2,500	\$2,516,600	\$	\$3,170.00
022 001	1116 SE 9th (Mub)	* Southeast Water Tower(Mub)	No			1976	Water Tower Steel	\$2,500	\$1,223,790	\$	\$1,423.00



Property Schedule

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

City of Pryor Creek

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
023 001	12 N. Rowe ST. (Mub), 1/2 Mile E. OF High (Mub)	* Municipal Utility Dept.(Mub)	No			1942	JM 1070	\$2,500	\$	\$98,706	\$188.00
024 001	132 NW 1st St	Electric Substn incl Fencing N. Taylor (Mub)	No			1951	Elec Subst.	\$2,500	\$2,161,000	\$	\$2,722.00
025 001	217 N. Elliott (Mub)	* Northside Water Tower (Mub)	No			1960	Water Tower Steel	\$2,500	\$1,994,934	\$	\$2,320.00
026 001	2660 Oakwood DR. (Mub)	* Lift Station & Equipment(Mub)	No			2006	NC 1070	\$2,500	\$292,311	\$	\$538.00
027 001	600 N Taylor (Mub)	* Water Tower, 300,000 G (Mub)	No			2011	Water Tower Steel	\$2,500	\$759,862	\$	\$884.00
028 001	7 W. Graham (Mub)	* Municipal Utility Dept. Warehouse (Mub)	No	6,000		1982	NC 1070	\$2,500	\$1,124,354	\$310,218	\$2,541.00
028 002	7 W. Graham (Mub)	* Municipal Utility Dept. East Warehouse (Mub)	No	4,800		1986	NC 1070	\$2,500	\$163,007	\$528,780	\$1,103.00





Property Schedule

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

City of Pryor Creek

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
029 001	824 Park (Mub)	* Storage Building (Mub)	No				NC 1070	\$2,500	\$	\$701,533	\$1,065.00
030 001	519-T21-R19 (Mub)	* Lift Station (Mub)	No			1989	Pump Station	\$2,500	\$637,728	\$31,522	\$843.00
031 001	2489 S 430 Road (Mub)	* Chemical Feed Bldg (Mub)	No	1,200		1989	JM 1070	\$2,500	\$176,227	\$101,627	\$558.00
031 002	2489 S 430 Road (Mub)	* Control/Lab/SW Gear (Mub)	No	3,212		1989	JM 1070	\$2,500	\$506,003	\$130,666	\$1,295.00
031 003	2489 S 430 Road (Mub)	* Vehicle Storage (Mub)	No	3,060		1989	NC 1070	\$2,500	\$165,209	\$56,402	\$390.00
031 004	2489 S 430 Road (Mub)	* Computer /Plc Contents (Mub)	No				NC 1070	\$2,500	\$	\$87,109	\$132.00
031 005	2489 S 430 Road (Mub)	* Blower Building (Mub)	No				Pump Station	\$2,500	\$36,125	\$16,239	\$66.00



Property Schedule

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

City of Pryor Creek

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
031 006	2489 S 430 Road (Mub)	* Headworks Structure (Mub)	No				Pump Station	\$2,500	\$386,781	\$	\$487.00
031 007	2489 S 430 Road (Mub)	* Grit Structure (Mub)	No				Pump Station	\$2,500	\$312,664	\$	\$394.00
031 008	2489 S 430 Road (Mub)	* Equipment Shed 1 (Mub)	No				NC 1070	\$2,500	\$32,352	\$36,229	\$115.00
031 009	2489 S 430 Road (Mub)	* Equipment Shed 2 (Mub)	No				NC 1070	\$2,500	\$45,680	\$	\$84.00
031 010	2489 S 430 Road (Mub)	* Plant Standpipe (Mub)	No				Water Tower Steel	\$2,500	\$90,632	\$	\$105.00
031 011	2489 S 430 Road (Mub)	* Sampler Building (Mub)	No				Pump Station	\$2,500	\$23,890	\$10,825	\$44.00
032 001	400 N. Gaither RD (Mub)	* Electrical Substation incl Fencing & Lighting (Mub)	No			2017	Elec Subst.	\$2,500	\$2,350,400	\$	\$2,961.00



Property Schedule

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

City of Pryor Creek

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
034 001	401 Park Street	New Restrooms at Whitaker Park	No	358		2021	JM 1070	\$2,500	\$84,420	\$	\$174.00
037 001	504 E. Graham	Police & Fire Emergency Center Building 1	No	23,270		2022	NC 1070	\$2,500	\$6,981,000	\$70,561	\$12,960.00
038 001	504 E. Graham	Garage/Shop at Police & Fire Emergency Center Building 2	No	2,300		2022	NC 1070	\$2,500	\$230,000	\$	\$423.00
									\$54,630,301	\$6,607,637	\$106,502.00

Issue Date: 2/23/2023 CAUSE OF LOSS: SPECIAL FORM

PROTECTION CLASS: 03

VALUATION: REPLACEMENT COST

Signature \_\_\_\_\_

Date \_\_\_\_\_



3650 S. Boulevard • Edmond, OK 73013 • omag.org  
 405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 3/2/2023

## INVOICE

<b>Mail To:</b> P.O. Box 1167 Pryor Creek, Oklahoma 74362-1167	<b>Insured:</b> City of Pryor Creek <b>Policy No.:</b> PRO140003307 <b>Policy Type:</b> Property <b>Effective Date:</b> 7/1/2022 <b>Expiration Date:</b> 7/1/2023
--	---

Inst. No.	Date	Transaction Type	Amount	Running Total
	3/2/2023	Endorsement - Additional Premium	\$48.00	\$48.00
			<b>Current Amount Due</b>	\$48.00
			<b>Payment Due By</b>	4/16/2023

**Thank you for your business. If you have questions about your account,  
 please call 1-800-234-9461 or 405-657-1400.**

If not paid within 50 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: PRO140003307 Insured: City of Pryor Creek	Amount Due: \$48 Payment Due By: 4/16/2023
--	---

PLEASE REMIT PAYMENT TO:

OMAG  
 P.O. Box 3091  
 Edmond, OK 73083



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405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Property Protection Plan

Plan Member: City of Pryor Creek  
Endorsement Effective Date: 7/1/2022

Agreement No: PRO140003307  
Effective Date: 7/1/2022  
Expiration Date: 7/1/2023

It is hereby agreed and understood the Plan Agreement is changed as follows:

THE FOLLOWING CHANGES HAVE BEEN MADE TO THE POLICY:

**BLANKET LIMITS**

ANY COVERAGE LIMIT DISPLAYED ON YOUR PROPERTY SCHEDULE IS CONSIDERED PART OF THE  
BLANKET LIMIT SHOWN BELOW:

BLANKET BUILDING LIMIT	\$54,630,301
BLANKET BUSINESS PERSONAL PROPERTY LIMIT	\$6,703,729
DEDUCTIBLE	\$2,500.00

OMAG Representative

Issue Date: March 2, 2023

**Please attach this endorsement to your original Plan Document.**



**Municipal Property Protection Plan  
 Declarations Page**

1. PLAN MEMBER: **City of Pryor Creek** AGREEMENT NUMBER: **PRO140003307**  
 Mailing Address: P.O. Box 1167  
 Pryor Creek, Oklahoma 74362-1167
2. Plan Period **From 7/1/2022 to 7/1/2023 12:01 A.M. Central Standard Time**
3. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

<b>COVERAGE</b>	<b>PREMIUM</b>
<b><u>COMMERCIAL PROPERTY COVERAGE</u></b>	
Buildings and Business Personal Property, per schedule	Limit: \$61,334,030 \$106,648
Mobile Equipment, per schedule	Limit: \$ \$
Leased/Rented Equipment	Limit: \$ \$
Miscellaneous Equipment, per schedule	Limit: \$ \$
Fine Arts, per schedule	Limit: \$151,030 \$908
<b><u>EXCESS COVERAGE</u></b>	
Business Income	\$ per occurrence      \$ per location \$
Accounts Receivable	\$ on premises      \$ off premises \$
Valuable Papers	\$ on premises      \$ off premises \$
Theft/Disapp/ Destr	\$ inside      \$ outside \$
Earth Movement (Subject to \$100,000 Deductible)	Excess Limit: \$
<b><u>EQUIPMENT BREAKDOWN COVERAGE</u></b>	
Excluding Electrical Power Generating Equipment, per schedule	Included
Including Electrical Power Generating Equipment, per schedule	Excluded
	<b><u>Total Premium</u></b> \$107,556

- 
4. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
  5. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
  6. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.



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## Municipal Property Protection Plan

### ADDITIONAL NAMED PLAN MEMBERS

### SCHEDULE OF FORMS

A. Property	B. Equipment Breakdown
Supplemental Coverage Declarations	Equipment Breakdown Declarations
Property Coverage Form	Equipment Breakdown Insuring Agreement Form
Replacement Cost	General Conditions
Earth Movement Coverage Form	Equipment Breakdown Coverage Form
Flood Coverage Form	Exclusion of Certain Computer- Related Losses
Municipal Sales Tax Revenue Coverage Form	
Business Income Coverage Form Excluding Extra Expense	
Extra Expense Coverage Form	
Mobile Equipment, Vehicle Equipment, and Miscellaneous Equipment Coverage Form	
Builders Risk coverage Form	
Leasehold Interest Coverage Form	
Exclusion-Certain Computer Related Losses Due to Dates or Times (Property Coverages)	
Terrorism Coverage Form	
Joint or Disputed Loss Agreement	
Theft Disappearance and Destruction coverage Form	
Crime General Conditions	
Equipment Breakdown Coverage Form	
General Conditions	



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**Municipal Property Protection Plan**  
**Equipment Breakdown**

Coverages

Limits

Equipment Breakdown Limit

\$61,334,030, not to exceed  
 \$25,000,000 per  
 occurrence

Property Damage

Included

Business Income \*\*\*

\$200,000

Contingent Business Income

\$25,000

Extra Expense \*\*\*

Combined with  
 Business Income

Service Interruption \*\*\*

Combined with  
 Business Income

Perishable Goods \*\*\*

\$100,000

Ordinance & Law

\$25,000

Demolition and ICC

\$250,000

Expediting Expenses

\$250,000

Hazardous Substances

\$250,000

CFC Refrigerants

\$250,000

Newly Acquired Locations

\$500,000

Data Restoration

\$100,000

Sanitary Sewer Overflow

\$25,000 per  
 occurrence/  
 \$100,000 per  
 aggregate

Coverages

Deductibles

Combined

\$2,500

Other Conditions

- Extended Business Income: 5 Days
- Newly Acquired Locations: 90 Days
- Unless the interruption exceeds 24 hours we will not pay for any loss under Service Interruption or the Service Interruption component of Perishable Goods.
- 'Covered equipment' does not include any transformers associated with the generation of power. - IC Engine Units over 15 years will be valued at Actual Cash value.

\*\*\* Business Interruption, Extra Expense, Service Interruption, Perishable Goods, or any other indirect coverage not available on any Power Generation unit/facility. \*\*\*





3650 S. Boulevard • Edmond, OK 73013 • omag.org  
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Plan Member: City of Pryor Creek

Agreement No: PRO140003307

Effective Date: 7/1/2022

Expiration Date: 7/1/2023

---

It is hereby agreed and understood the Plan Agreement is changed as follows:

- Loc# 037 Building# 001 Police & Fire Emergency Center Building 1 changed contents value to \$166,653 effective 03/02/2023.

This endorsement has resulted in a premium change of \$48 that will be on your next installment.

OMAG Representative

Issue Date: March 2, 2023

**Please attach this endorsement to your original Plan Document.**



Property Schedule

City of Pryor Creek

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
001 001	10 N. Taylor	* Street Dept.	No	8,955		1988	NC 1070	\$2,500	\$1,027,465	\$3,972	\$1,898.00
002 001	100 E. Graham	* Chamber Bldg	No	2,340		1902	JM 1070	\$2,500	\$553,634	\$	\$1,144.00
003 001	111 SE 9th ST.	* Recreation Center	No	46,074		2005	NC 1070	\$2,500	\$9,912,447	\$743,820	\$19,379.00
004 001	12 N. Rowe ST.	* City Hall Incl Natural Gas Generator	No	16,147		2013	NC 0701 City Hall	\$2,500	\$4,240,780	\$163,194	\$7,355.00
005 001	212 S. Coo-Y-Yah	* Park Pool Bldg / Pumps	No	2,389		1950	JM 1070	\$2,500	\$276,465	\$5,150	\$582.00
005 002	212 S. Coo-Y-Yah	Concession Stand	No	140		1950	Framed 1070	\$2,500	\$23,730	\$5,150	\$130.00
006 001	214 S. Mill	* Police Dept.	No	11,768		1950	NC 1070	\$2,500	\$3,066,623	\$1,230,724	\$7,514.00



Property Schedule  
City of Pryor Creek

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
006 002	214 S. Mill	* Police Dept. Property Of Others	No				JM 1070	\$2,500	\$	\$72,618	\$138.00
007 001	225 S. Rowe	* Senior Citizen	No	6,192		1970	NC 1070	\$2,500	\$953,801	\$	\$1,756.00
008 001	505 E. Graham	* Library	No	16,037		1955	NC 1070	\$2,500	\$4,009,250	\$1,882,727	\$10,239.00
009 001	6 N. Adair	* Graham Community Bldg	No	11,465		1942	JM 1070	\$2,500	\$2,184,204	\$5,494	\$4,525.00
010 001	700 E. Graham	* Pyo Auditorium	No	17,540		1942	NC 1070	\$2,500	\$536,760	\$	\$988.00
011 001	720 Park Street	* Park Maintenance	No	7,500		2010	NC 1070	\$2,500	\$546,105	\$62,830	\$1,100.00
012 001	833 S. Elliot	* Fire Station	No	9,821		1986	NC 1070	\$2,500	\$2,059,808	\$	\$3,792.00



Property Schedule

City of Pryor Creek

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
013 001	Golf Course	* Pro Shop Golf Course	No	2,014		1956	Framed 1070	\$2,500	\$329,910	\$7,725	\$1,563.00
013 002	Golf Course	* Golf Cart Storage #1	No	2,350		1945	JM 1070	\$2,500	\$155,295	\$	\$321.00
013 003	Golf Course	* Maintenance	No	2,520		1982	Framed 1070	\$2,500	\$127,575	\$23,175	\$680.00
013 004	Golf Course	* Golf Cart Storage #2	No	1,500		1994	NC 1070	\$2,500	\$86,205	\$	\$158.00
013 005	Golf Course	* Tenant Occupied Bldg	No	1,055		1990	Framed 1070	\$2,500	\$154,140	\$	\$717.00
013 006	Golf Course	* Maintenance Building	No	1,800		1965	Framed 1070	\$2,500	\$92,925	\$7,725	\$461.00
013 007	Golf Course	* New Golf Cart Bldg. #4	No	2,100		1998	NC 1070	\$2,500	\$125,475	\$5,150	\$239.00



Property Schedule

City of Pryor Creek

Plan Period: 7/1/2022 to 7/1/2023

Policy Number: PR0140003307

Agent: OMAG

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
013 008	Golf Course	* Golf Cart Storage #3	No	1,500		1981	Framed 1070	\$2,500	\$98,805	\$	\$460.00
013 009	Golf Course	* Irrigation Pump Station	No			2006	Pump Station	\$2,500	\$246,042	\$41,485	\$362.00
013 012	Golf Course	Restroom Building #1	No	180		1982	Framed 1070	\$2,500	\$39,690	\$	\$185.00
013 013	Golf Course	Restroom Building #2	No	130		1965	JM 1070	\$2,500	\$22,260	\$	\$46.00
014 001	Hwy 20	* Cemetery Storage	No	3,500		1960	NC 1070	\$2,500	\$262,290	\$31,930	\$531.00
014 002	Hwy 20	* Cemetery Restrooms	No	312		1985	JM 1070	\$2,500	\$52,080	\$2,060	\$111.00
014 003	Hwy 20	* Cemetery North Storage	No	432		1940	JM 1070	\$2,500	\$19,740	\$	\$41.00



Property Schedule

City of Pryor Creek

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
015 001	Mem Ball Field	* Scoreboard	No			2004	Prop in Open	\$2,500	\$43,072	\$	\$83.00
016 001	Pryor Creek	* Animal Shelter	No	5,000		2009	NC 1070	\$2,500	\$617,335	\$121,991	\$1,322.00
016 002	Pryor Creek	* Animal Shelter Sign	No				Signs Other	\$2,500	\$6,149	\$	\$50.00
017 001	Various Locations	* Signs	No			1997	Signs - Billboard	\$2,500	\$121,166	\$	\$979.00
018 001	West Of Pryor	* Ballfield Concession / Restrooms	No	2,400		2004	NC 1070	\$2,500	\$185,325	\$	\$341.00
018 002	West Of Pryor	Maintenance Shop	No	360		2004	JM 1070	\$2,500	\$30,345	\$10,300	\$83.00
019 001	301 S. Coo-Y- Yah	* Splash Pad	No				Prop in Open	\$2,500	\$105,415	\$	\$204.00



Property Schedule

City of Pryor Creek

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
019 002	301 S. Co0-Y- Yah	*Splash Pad Shelter #1	No	144		2016	NC 1070	\$2,500	\$3,029	\$	\$5.00
019 003	301 S. Co0-Y- Yah	*Splash Pad Shelter #2	No	144		2016	NC 1070	\$2,500	\$3,029	\$	\$5.00
019 004	301 S. Co0-Y- Yah	*Splash Pad Shelter #3	No	144		2016	NC 1070	\$2,500	\$3,029	\$	\$5.00
019 005	301 S. Co0-Y- Yah	*Splash Pad Shelter #4	No	144		2016	NC 1070	\$2,500	\$3,029	\$	\$5.00
020 001	1614 NE 1st Street	*Cemetery Pavilion	No	999		2016	NC 1070	\$2,500	\$10,905	\$	\$20.00
021 001	600 SE 1st St.	* Electric Substn incl Fencing & lighting, High School (Mub)	No			1979	Elec Subst.	\$2,500	\$2,516,600	\$	\$3,170.00
022 001	1116 SE 9th (Mub)	* Southeast Water Tower(Mub)	No			1976	Water Tower Steel	\$2,500	\$1,223,790	\$	\$1,423.00



Property Schedule  
City of Pryor Creek

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
023 001	12 N. Rowe ST. (Mub), 1/2 Mile E. Of High (Mub)	* Municipal Utility Dept.(Mub)	No			1942	JM 1070	\$2,500	\$	\$98,706	\$188.00
024 001	132 NW 1st St	Electric Substn incl Fencing N. Taylor (Mub)	No			1951	Elec Subst.	\$2,500	\$2,161,000	\$	\$2,722.00
025 001	217 N. Elliott (Mub)	* Northside Water Tower (Mub)	No			1960	Water Tower Steel	\$2,500	\$1,994,934	\$	\$2,320.00
026 001	2660 Oakwood DR. (Mub)	* Lift Station & Equipment(Mub)	No			2006	NC 1070	\$2,500	\$292,311	\$	\$538.00
027 001	600 N Taylor (Mub)	* Water Tower, 300,000 G (Mub)	No			2011	Water Tower Steel	\$2,500	\$759,862	\$	\$884.00
028 001	7 W. Graham (Mub)	* Municipal Utility Dept. Warehouse (Mub)	No	6,000		1982	NC 1070	\$2,500	\$1,124,354	\$310,218	\$2,541.00
028 002	7 W. Graham (Mub)	* Municipal Utility Dept. East Warehouse (Mub)	No	4,800		1986	NC 1070	\$2,500	\$163,007	\$528,780	\$1,103.00





Property Schedule

City of Pryor Creek

Plan Period: 7/1/2022 to 7/1/2023  
 Policy Number: PRO140003307  
 Agent: OMAG

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
029 001	824 Park (Mub)	* Storage Building (Mub)	No				NC 1070	\$2,500	\$	\$701,533	\$1,065.00
030 001	S19-T21-R19 (Mub)	* Lift Station (Mub)	No			1989	Pump Station	\$2,500	\$637,728	\$31,522	\$843.00
031 001	2489 S 430 Road (Mub)	* Chemical Feed Bldg (Mub)	No	1,200		1989	JM 1070	\$2,500	\$176,227	\$101,627	\$558.00
031 002	2489 S 430 Road (Mub)	* Control/Lab/SW Gear (Mub)	No	3,212		1989	JM 1070	\$2,500	\$506,003	\$130,666	\$1,295.00
031 003	2489 S 430 Road (Mub)	* Vehicle Storage (Mub)	No	3,060		1989	NC 1070	\$2,500	\$165,209	\$56,402	\$390.00
031 004	2489 S 430 Road (Mub)	* Computer /Plc Contents (Mub)	No				NC 1070	\$2,500	\$	\$87,109	\$132.00
031 005	2489 S 430 Road (Mub)	* Blower Building (Mub)	No				Pump Station	\$2,500	\$36,125	\$16,239	\$66.00



Property Schedule  
City of Pryor Creek

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMAG

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
031 006	2489 S 430 Road (Mub)	* Headworks Structure (Mub)	No				Pump Station	\$2,500	\$386,781	\$	\$487.00
031 007	2489 S 430 Road (Mub)	* Grit Structure (Mub)	No				Pump Station	\$2,500	\$312,664	\$	\$394.00
031 008	2489 S 430 Road (Mub)	* Equipment Shed 1 (Mub)	No				NC 1070	\$2,500	\$32,352	\$36,229	\$115.00
031 009	2489 S 430 Road (Mub)	* Equipment Shed 2 (Mub)	No				NC 1070	\$2,500	\$45,680	\$	\$84.00
031 010	2489 S 430 Road (Mub)	* Plant Standpipe (Mub)	No				Water Tower Steel	\$2,500	\$90,632	\$	\$105.00
031 011	2489 S 430 Road (Mub)	* Sampler Building (Mub)	No				Pump Station	\$2,500	\$23,890	\$10,825	\$44.00
032 001	400 N. Gaither RD (Mub)	* Electrical Substation incl Fencing & Lighting (Mub)	No			2017	Elec Subst.	\$2,500	\$2,350,400	\$	\$2,961.00



Property Schedule

City of Pryor Creek

Plan Period: 7/1/2022 to 7/1/2023  
Policy Number: PRO140003307  
Agent: OMIAG

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
034 001	401 Park Street	New Restrooms at Whitaker Park	No	358		2021	JM 1070	\$2,500	\$84,420	\$	\$174.00
037 001	504 E. Graham	Police & Fire Emergency Center Building 1	No	23,270		2022	NC 1070	\$2,500	\$6,981,000	\$166,653	\$13,106.00
038 001	504 E. Graham	Garage/Shop at Police & Fire Emergency Center Building 2	No	2,300		2022	NC 1070	\$2,500	\$230,000	\$	\$423.00
									\$54,630,301	\$6,703,729	\$106,648.00

Issue Date: 3/2/2023

CAUSE OF LOSS: SPECIAL FORM

PROTECTION CLASS: 03

VALUATION: REPLACEMENT COST

Signature \_\_\_\_\_

Date \_\_\_\_\_

*bacc*  
**PRYOR AREA**  
**CHAMBER OF COMMERCE**

**2022 Christmas Nativity  
Hotel-Motel Allocation Expense Report**

Amount Allocated: \$2,300.00  
Expenses Submitted: \$2,336.04



Pryor Area Chamber of Commerce  
 100 E. Graham Ave.  
 Pryor, OK 74361  
 918.825.0157  
 info@pryorchamber.com

## 2022 Christmas Nativity

Check #	Date	Payee	Description	Amount
	10/21/2022	Troyer-Weaver Insurance Agency	Liability Insurance	\$ 218.00
	10/28/2022	Amazon	Window Cling Advertisement	\$118.04
	11/11/2022	Pryor Holdings, LLC	Rent Nov 1-Dec 31	\$2000.00
<b>Total Expenses</b>				<b>\$2336.04</b>

# 2022 Christmas Nativity

Liability Insurance

**TROYER - WEAVER INSURANCE AGENCY**  
22 NORTH VANN  
PRYOR, OKLAHOMA 74361  
PHONE: (918) 625-1814

**8841**

DATE: 10-21-2022

Received from TRUMAN HIBBARD  
Two hundred eighty and 00/100 Dollars \$ 218.00

In re: Comm. Gen. LIABILITY Insurance

AMOUNT PAID \$ 218.00  
BALANCE DUE \$  
CASH  CHECK  OTHER

TROYER - WEAVER INSURANCE AGENCY  
THANK YOU! By Kent L. Weaver

Order Total	<b>\$118.04</b>
Paid	\$121.39
<b>Balance Due</b>	<b>\$-3.35</b>

2022  
 CHRISTMAS  
 NATIVITY  
 HOTEL MOTEL  
 GRANT

*A Savior is Born*

48" x 12" Clear Window Clings  
Untitled Project

Delivered on: Friday, October 28, 2022

🚚 Track

🛒 Reorder



72" x 48" Banner  
Untitled Project

Delivered on: Friday, October 28, 2022

🚚 Track

🛒 Reorder

-  Mail 16
-  Chat
-  Spaces
-  Meet

- Compose
- Inbox 10
- Starred
- Snoozed
- Sent
- Drafts 11
- More

Labels

FROM:

**Craig Stanley,**  
**Stanley's®**  
 10001 E. 52<sup>nd</sup> St.  
 Tulsa, Oklahoma 74146

P. 918.280.0300  
 F. 918.280.0305  
 C. 918.230.2651

---

Pryor Holdings, LLC

Rent Receipt for 9 S. Adair, Pryor, Oklahoma 74361.

November 1<sup>st</sup> through December 31<sup>st</sup>, 2022.

Total amount due \$2,000

Total Amount Paid \$2,000



**PRYOR AREA  
CHAMBER OF COMMERCE, INC.**

P.O. BOX 367  
PRYOR, OK 74362

BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

**RCB BANK**

P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

019025

PAY \*\*\*\* TWO THOUSAND THREE HUNDRED THIRTY SIX & 4/100 DOLLARS

TO THE  
ORDER OF

DATE

01/20/23

AMOUNT

\$ \*\*2336.04

Melissa or Clay Hibbard

VOID AFTER 90 DAYS

*[Handwritten Signature]*  
\_\_\_\_\_  
*[Handwritten Signature]*  
\_\_\_\_\_  
AUTHORIZED SIGNATURE



⑈019025⑈ ⑆103112594⑆ 04000121004⑈

PRYOR AREA CHAMBER OF COMMERCE, INC.

019025

Vendor ID: HIBBARD

Name: Melissa or Clay Hibbard

Check Date: 01/20/23

Check Amount: 2,336.04

MEMO:

Reimbursement

*baac*  
**PRYOR AREA**  
**CHAMBER OF COMMERCE**

**2022 Christmas Parade  
Hotel-Motel Allocation Expense Report**

Amount Allocated: \$2,900.00  
Expenses Submitted: \$3,404.38

*baac*  
**PRYOR AREA**  
**CHAMBER OF COMMERCE**

Pryor Area Chamber of Commerce  
 100 E. Graham Ave.  
 Pryor, OK 74361  
 918.825.0157  
 info@pryorchamber.com

## 2022 Christmas Parade of Lights

Check #	Date	Payee	Description	Amount
19008	12/1/2022	Green Country Port-A-John	Port-A-Johns for spectators	\$636.00
18994	12/1/2022	Tulsa Stage & Top	Sound Equipment Rental	\$1500.00
19002	12/14/2022	Pryor Printing	Parade Flyers/Car Decals/ Award Signs	\$1268.38
<b>Total Expenses</b>				<b>\$3,404.38</b>

**GREEN COUNTRY  
PORT-A-JOHN**

P.O. Box 832  
CHOUTEAU, OK 74337  
918/476-5344

DATE: 10-30-22

SITE DELIVERED TO: downtown

*Ryan Chamber*

DATE DELIVERED	NO. UNITS DELIVERED	TERMS:	DESCRIPTION	UNIT PRICE	AMOUNT
10-30-22	2	net 10	Toilet Rental		250. <sup>00</sup>
				SUB-TOTAL	
				TAX	15. <sup>00</sup>
				MISC. CHG.	
				<b>TOTAL</b>	<b>265.<sup>00</sup></b>

**GREEN COUNTRY  
PORT-A-JOHN**

P.O. Box 832  
CHOUTEAU, OK 74337  
918/476-5344

DATE: 11-30-22

SITE DELIVERED TO: Christmas parade

*Ryan Chamber*

DATE DELIVERED	NO. UNITS DELIVERED	TERMS:	DESCRIPTION	UNIT PRICE	AMOUNT
11-30-22	4	net 10	Toilet Rental		350. <sup>00</sup>
				SUB-TOTAL	
				TAX	21. <sup>00</sup>
				MISC. CHG.	
				<b>TOTAL</b>	<b>371.<sup>00</sup></b>

*Christmas  
Parade 371+  
55500 265  
636  
TOTAL*

PRYOR AREA  
CHAMBER OF COMMERCE, INC.  
P.O. BOX 367  
PRYOR, OK 74362  
BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

RCB BANK  
P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

019008

PAY \*\*\*\* SIX HUNDRED THIRTY SIX & 0/100 DOLLARS

TO THE  
ORDER OF:

Green Country Port-A-John  
P.O. Box 832  
Chouteau, OK 74337

DATE 01/06/23 AMOUNT \$ \*\*636.00

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE



⑈019008⑈ ⑆103112594⑆ 04000121004⑈

PRYOR AREA CHAMBER OF COMMERCE, INC.

019008

Vendor ID: GC PORT-A

Name: Green Country Port-A-John  
Check Date: 01/06/23  
Check Amount: 636.00

MEMO:

Toilet Rental 11/30/22 and 10/30/22

PRYOR AREA CHAMBER OF COMMERCE, INC.

019008

Vendor ID: GC PORT-A

Name: Green Country Port-A-John  
Check Date: 01/06/23  
Check Amount: 636.00

MEMO:

Toilet Rental 11/30/22 and 10/30/22



918-630-3121  
Email [Tulsa-stage@sbcglobal.net](mailto:Tulsa-stage@sbcglobal.net) [www.tulsastage.net](http://www.tulsastage.net)  
Mobile Stages-Decor-Scene Design-Sound-Lights-Bleachers-Dance Floor-Custom

## Contract/Invoice

**EVENT DATE: Thursday, Dec. 1, 2022**

**Event: Christmas Parade**

**Location: Pryor**

**PO 367 10 E. Graham Ave.**

**Pryor, OK 74362-0367**

**Phone: 918-825-4704**

**Set up: Dec. 1**

**Strike: Dec. 1**

**TST agrees to provide:**

**PA Speakers/ Mikes**

**1 Sound Technician**

**Add Speakers down block and fly**

**Put speakers in block east**

*Acct 55500*

**COPY**

**\$1,500.00**

**Total Due Dec. 1**

**Thanks!**

**Agreed to Authorized Buyer:** \_\_\_\_\_

**Print Name** \_\_\_\_\_

### **Responsible Company**

**NOTE:** There is a 20% Cancellation Fee if the event is cancelled, unless the event is cancelled 30 days or more before the event is scheduled to be set up. If the event is cancelled within 48 hrs of the scheduled set up of the event, 1/2 the Fee will be charged. If the event is cancelled within 24 hrs of the event build, 100% of the Fee will be charged. Any changes to this contract must be approved by TST. No discounts due to changing of materials will be given unless previously agreed to by TST. Stage quotes are based on being built on level ground unless otherwise specified. If the ground is not level, additional fees may be incurred. Indoor Venues must be on the ground floor unless a pre-approved elevator is available. All Outdoor Equipment Build quotes (stage, sound, lights, dance floors, etc), are based on being able to drive to the site of the build, otherwise additional labor will be charged.

PRYOR AREA  
CHAMBER OF COMMERCE, INC.

P.O. BOX 367  
PRYOR, OK 74362

BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

**RCB BANK**  
P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

018994

PAY \*\*\*\* ONE THOUSAND FIVE HUNDRED & 0/100 DOLLARS

TO THE  
ORDER OF:

DATE

AMOUNT

11/30/22

\$

\*\*1500.00

VOID AFTER 90 DAYS

Tulsa Stage and Top  
3235 S Darlington Ave  
Tulsa, OK, 74135

\_\_\_\_\_  
\_\_\_\_\_  
AUTHORIZED SIGNATURE



⑈018994⑈ ⑆103112594⑆ 04000121004⑈

PRYOR AREA CHAMBER OF COMMERCE, INC.

018994

Vendor ID: TULSA STAG

Name: Tulsa Stage and Top

Check Date: 11/30/22

Check Amount: 1,500.00

MEMO:

Christmas Parade

PRYOR AREA CHAMBER OF COMMERCE, INC.

018994

Vendor ID: TULSA STAG

Name: Tulsa Stage and Top

Check Date: 11/30/22

Check Amount: 1,500.00

MEMO:

Christmas Parade

Premier Signs & Design, LLC  
1355 Horkey St Ste B  
Pryor, OK 74361  
accounts@premierdesign.com

# Premier

**SIGNS & DESIGN**

**COPY**

*dropped off*

**BILL TO**  
PACC-PRYOR CHAMBER  
PACC AREA CHAMBER OF  
COMMERCE  
P.O. BOX 367  
PRYOR, OK 74362-0367

**INVOICE 11304**

**DATE 12/07/2022 TERMS Due on receipt**

**DUE DATE 12/07/2022**

**JOB NUMBER**  
22-842

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Printed Decals with Removable Adhesive Size: 12"x22"	8	25.00	200.00T
	(2) Cathy Ward (2) Larry Lees (2) Ivan/Lillian Pace (2) Alva Martin			

*55350*



DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Printed Decals with Removable Adhesive Size: 16"x24"	32	26.50	848.00T
	(2) 1st Place Community Organization			
	(2) 2nd Place Community Organization			
	(2) 1st Place Manufacturing/Industry			
	(2) 2nd Place Manufacturing/Industry			
	(2) 3rd Place Manufacturing/Industry			
	(2) 1st Place Youth Organization			
	(2) 2nd Place Youth Organization			
	(2) 3rd Place Youth Organization			
	(2) 1st Place Non Profit			
	(2) 2nd Place Non Profit			
	(2) 3rd Place Non Profit			
	(2) 1st Place Business			
	(2) 2nd Place Business			
	(2) 3rd Place Business			
	Type: Coroplast Size: 12"x18" Sides: 1	10	15.00	150.00T
	(2) 1st Place Non-Profit			
	(2) 2nd Place Non-Profit			
	(2) 3rd Place Non-Profit			

55380

Thank you for choosing Premier!

SUBTOTAL 1,198.00  
TAX (5.875%) 70.38  
TOTAL 1,268.38

**TOTAL DUE \$1,268.38**

PRYOR AREA  
CHAMBER OF COMMERCE, INC.  
P.O. BOX 367  
PRYOR, OK 74362

BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

RCB BANK  
P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

019002

PAY \*\*\*\* ONE THOUSAND TWO HUNDRED SIXTY EIGHT & 38/100 DOLLARS DATE

AMOUNT

TO THE  
ORDER OF:

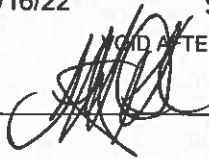

12/16/22

\$

\*\*1268.38

VOID AFTER 90 DAYS

Premier Signs & Design  
LLC  
210 S Mill Street  
Pryor, OK 74361

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE 

⑈019002⑈ ⑆103112594⑆ 04000121004⑈

PRYOR AREA CHAMBER OF COMMERCE, INC.

019002

Vendor ID: PREMIER S

Name: Premier Signs & Design

Check Date: 12/16/22

Check Amount: 1,268.38

MEMO:

Invoice #11304

PRYOR AREA CHAMBER OF COMMERCE, INC.

019002

Vendor ID: PREMIER S

Name: Premier Signs & Design

Check Date: 12/16/22

Check Amount: 1,268.38

MEMO:

Invoice #11304



**2023 OK Tackle, Hunting & Boat Show  
Hotel-Motel Allocation Expense Report**

Amount Allocated: \$5000  
Expenses Submitted: \$5000



Pryor Area Chamber of Commerce  
 100 E. Graham Ave.  
 Pryor, OK 74361  
 918.825.0157  
 info@pryorchamber.com

## 2023 OK Tackle, Hunting & Boat Show

Check #	Date	Payee	Description	Amount
	1/30/2023	Montgomery Productions	Sponsorship and Advertising	\$5000.00
<b>Total Expenses</b>				<b>\$5000.00</b>

**INVOICE - CONFIRMATION**

Date	Invoice #
1/17/2023	PR146

Montgomery Productions, LLC  
 1580 SW Deer Trail  
 Claremore, OK 74019

**EXHIBITOR**  
 Pryor Area Chamber of Commerce  
 Houtson Brittain  
 100 E Graham Ave  
 Pryor, OK 74361

**EVENT**  
 Oklahoma Tackle Hunting & Boat Show  
 Mayes County Fairgrounds Event Center  
 2200 NE 1st St  
 Pryor, OK 74361  
 February 10th - 12th 2023

<b>DATE DUE</b>
1/17/2023

Quantity	Item	Description	Price	Amount
	Sponsor	Show Sponsor	5,000.00	5,000.00

Thank you for your business and we will SEE YOU AT THE SHOW!	<b>Total</b>	\$5,000.00
	<b>Payments Received</b>	-\$5,000.00
	<b>Balance Due</b>	\$0.00

OFFICE # (918) 520-3474	Sales # (918) 237-0304	general@montgomeryproductions.com	www.MontgomeryProductions.com
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PRYOR AREA  
CHAMBER OF COMMERCE, INC.

P.O. BOX 367  
PRYOR, OK 74362

BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

RCB BANK

P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

019029

PAY \*\*\*\* FIVE THOUSAND & 0/100 DOLLARS

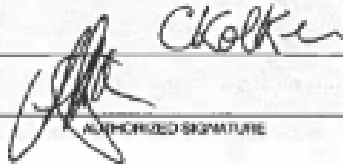

TO THE  
ORDER OF:

DATE  
02/01/23

AMOUNT  
\$ \*\*5000.00

Montgomery Productions  
LLC  
1580 SW Deer Trail  
Claremore, OK 74019

VOID AFTER 90 DAYS

  
AUTHORIZED SIGNATURE 

⑆0⑆9029⑆ ⑆⑆03⑆⑆2594⑆ 04000⑆⑆2⑆004⑆

PRYOR AREA CHAMBER OF COMMERCE, INC.

019029

Vendor ID: MONTGOMERY

Name: Montgomery Productions

Check Date: 02/01/23

Check Amount: 5,000.00

MEMO:

Invoice #PR146

PRYOR AREA CHAMBER OF COMMERCE, INC.

019029

Vendor ID: MONTGOMERY

Name: Montgomery Productions

Check Date: 02/01/23

Check Amount: 5,000.00

MEMO:

Invoice #PR146

# Michael K. Moore

---

## *Education*

B.S. Business Education

Fort Hays State University  
Hays, KS

M.S. Sport Administration /  
Physical Education

University of North Dakota  
Grand Forks, ND

## *Highlights of Qualifications*

- Thirty-six years of successful experience in building personal relationships
  - Thrives in a team environment
  - Proven history as a successful leader
  - Service oriented, with marked success in both an educational and business setting
  - Nine years of professional insurance sales, growing a business from start-up phase to successful full-service agency
  - Expertise in business insurance, group benefits and estate planning
  - Experience in marketing and promotion
  - Eleven years coaching experience, nine at collegiate level, four as a head coach
  - Fourteen years as an athletic director
  - Eight years of successful fundraising experience in a higher education setting
  - Led athletic department through \$500,000 debt recovery effort over four-year period
- 

## *Professional Experience*

### ***Business Manager – Adventure Properties – Responsible for oversight of business operations of the 5 companies under the AP umbrella;***

- Responsible for supervision and oversight of business office activities – cash flow, payables, receivables
- Serve as Human Resources Director – Responsible for hiring, on-boarding, policies and procedures
- Assist w/ Bookkeeping Activities, Tax Filings, LLC Certification
- Personnel Management – Comptroller, construction, maintenance
- Project Manager – oversee various projects within the properties – coordinate the schedules of our personnel in relation to the various projects
- Serving as General Manager of Bird Hollow RV Park & Resort – responsible for oversight of operations and current expansion for Spring of 2023
- Grant writer, fundraising letter writer, working on setting up a foundation
- Work Site Safety Coordinator – responsible for implementing work site safety program
- Operations Committee Chairman – responsible for initiating and planning facility improvements

***Executive Director – Pittsburg Family YMCA – Serving as CEO responsible for all aspects of the YMCA operation including;***

- Responsible for a \$1 million operational budget and strategic operations.
- Supervised 7 directors who are responsible for program areas; dance, gymnastics, volleyball, swim team, aquatics, youth sports and group exercise. Responsible for up to 75 employees.
- Additional personnel management – maintenance, custodial, office manager and sr. program manager.
- Responsible for oversight of director who manages After School Care and Summer Camp programs.
- Implemented new software system for membership management, payroll and accounting.
- Facility Improvements - Working with architect on planning for a complete \$25 million renovation.
- Updated Marketing – implemented new website and social media presence.
- Worked with local media, newspaper, radio and TV on promotion of Y program and activities.
- Speaker on multiple occasions at local civic clubs – Morning and Noon Rotary, Kiwanis Club, Chamber of Commerce.
- Lead Y Board of Director’s Committees – budget, finance, membership/marketing, programming and facility.
- Established committees for dealing with and reopening The Y following Covid-19 per government guidelines.
- Developed property owned by The Y for youth fishing and other family outdoor activities. Wrote a grant (\$10,000) and working with KS Game and Fish.
- Fundraising – wrote 4 grants (\$45,000) for program and equipment needs. Raised (\$62,500) in two months for membership and program assistance for lower income families. Worked with private donor to raise \$50,000 for operations and another \$50,000 to establish a scholarship endowment. Also raised \$35,000 for new cardio equipment. Experience in working to establish relationships with major donors. Established a memorial scholarship fund in the name of a longtime Y member. Cultivated support with major donors for multimillion dollar facility renovation.
- Y Food Program – Lead sponsorship of USDA food program designed to serve youth and generate new revenue stream. Wrote 3 grants(\$32,000) for start-up costs. Served 2000 after school snacks and meals per month in first 2 months of operation.
- Lead planning of \$100,000 facility improvement project. Wrote \$55,000 grant to fund LED lighting project. Also, planned and implemented upgrades of lobby and gymnasium through wall graphics and painting.

***Athletic Administration – Served as athletic director for an NAIA university responsible for all aspects of an intercollegiate athletic program including;***

- Budget Management – Responsible for \$1.5 million annual athletic department budget.
- Personnel Management – Responsible for 49 employees, including direct supervision of six head coaches, intramural director, sports information director, athletic field manager, administrative assistant and assistant athletic director.
- Served as chairman of numerous coaching search committees coordinating all aspects.
- Facility Management & Programming – Oversee all programming, scheduling, maintenance, preventive maintenance and repairs for wellness center and athletic facilities.
- Facility Improvements – served as project manager on a variety of projects totaling over \$500,000.
- Leading the planning of a football stadium renovation project to be privately funded. This project is still in the planning stages.
- Worked w/ architects in the planning of renovating existing space for a \$600,000 football locker room. This project was completed in February 2016.



- Worked with HPER staff and architects to plan and oversee construction of \$5.8 million HPER/Athletic facility. This includes an office complex, exercise physiology lab, athletic training room, weight room and classrooms. This project was completed in March 2016.
- Involved in planning a \$2.2 million campus wide drainage project that included athletic areas. Project was completed in the Fall of 2014.
- Marketing – Work with SID and SIDEARM a professional company specializing in athletic websites to design and implement new site for MSU.
- Member of President’s Cabinet involved in making university-wide leadership decisions. Worked closely with Vice-Presidents of Academics, Business and Student Affairs to increase enrollment through various incentive programs and greater marketing efforts.

***Wellness Center Director – Mayville State - Responsible for overall operations of the university/community center.***

- Budget Management - Responsible for all aspects of annual operating budget.
- Personnel Management - Responsible for all employees.
- Facility Programming – Worked with Wellness Center Coordinator in development of programming for members and the scheduling of programs and facility usage.
- Work with Wellness Center Coordinator to develop strategies for member policy and facility use.
- Developed a successful advertising program specifically located in the wellness center.
- Established a wellness center board consisting of community patrons of the wellness center – membership has tripled over the past 2 years.
- Monitor facility maintenance and supervise custodial care.

***Development & Fundraising – Mayville State - Developed strategy and implemented programs to strengthen athletics.***

- Provide oversight, direction and support for booster club.
- Engineered the turnaround of the booster club that was \$100k in debt in 2005 to debt free and is now out of deficit spending with a \$100,000+ carryover.
- Partnered with Daktronics and implemented a comprehensive corporate advertising program to generate new funds, over \$650k over a ten-year period, this involved prospecting and sales.
- Implemented gym floor advertising opportunities – generating an additional \$6,000/yr.
- Work with foundation in coordinating and executing annual giving concepts involving volunteers, university and community.
- Helped lead booster club membership drive to 25% increase over past four years.
- Negotiate annually numerous in-kind gifts, trade out and rebate agreements for the benefit of the athletic department.
- Worked with director of development to raise \$1.3million for artificial turf for football and baseball fields. Project was completed in 2019.

***Head Football Coach – Mayville State - Served as head coach for NAIA level university responsible for all aspects of football program.***

- Coordinated varsity and junior varsity program consisting of 80+ student athletes.
- Supervised four fulltime coaches and four student coaches and other support personnel.
- Responsible for daily practice organization and game strategy.

- Served as lead media spokesperson, developed game day itineraries, was lead recruiter and public relations director for the football program.
- North Dakota College Athletic Conference - 1990 Conference Champions – only championship since 1965.
- ND College Athletic Conference Coach of the Year – 1990
- North Dakota Sports Writer's & Sportscaster's Coach of the Yr. - 1990

### ***Professional Associations/Committees***

- NAIA - Athletic Director's Association – Board of Directors
- NAIA - National Administrative Council – Committee Member
- National Association of Collegiate Directors of Athletics - Member
- NAIA Hall of Fame Selection Committee – Member
- NAIA WBB National Tournament Selection Committee - Member
- North Star Athletic Association AD Board of Directors – Chairman
- Member - Pittsburg Noon Rotary
- Board Member – Kansas State YMCA Alliance
- Committee – Kansas State YMCA Policy Council
- Board Member – Pittsburg State University Recreation Advisory Board
- Committee Member – Community Health Center of SE Kansas – Advisory Committee on Diabetes

## *Professional References*

Dr. Gary Hagen, President (Retired)  
Mayville State University  
Mayville, ND  
701-430-1129  
[garyhagenmsu@gmail.com](mailto:garyhagenmsu@gmail.com)

Kim Richie  
Richie, Rock & Atwood Law Offices  
Pryor, OK  
918-825-4558

Kip Bollinger  
Pittsburg YMCA Board of Directors  
Pittsburg, KS  
620-875-8246  
[kbollinger@dittmanninsurance.com](mailto:kbollinger@dittmanninsurance.com)

Dr. Larry Burdick, Superintendent - Retired  
Pryor Public Schools  
Pryor, OK  
918-825-2053

Danny Callison  
Cherokee Tribal Council  
918-697-9742  
[dannycallison@cherokee.org](mailto:dannycallison@cherokee.org)

Terry Lamar  
Pryor City Council  
918-857-2530  
[tdlamar62@hotmail.com](mailto:tdlamar62@hotmail.com)

Terry Aylward  
The Paper  
918-373-2862



HEAT & AIR

6823 E 106th Pl  
Tulsa, OK 74133-7147  
(918) 221-9686 / (918) 995-1051  
janna@jaycoheatandair.com

Invoice

DATE	03/01/2023
INVOICE#	11322
TERMS	Due Upon Receipt

BILL TO
City of Pryor Creek 100 East Graham Avenue Pryor OK 74361

SERVICE LOCATION
City of Pryor Creek 111 Southeast 9th Street Pryor OK 74361 (918) 825-6909

JOB#	DATE	PO/REF#	DESCRIPTION
1014598166	02/22/2023		<p>Pool heater down. Repair heat in pool area.</p> <p><b>Completion Notes:</b> System has critical failure 4 of the 6 burner tubes for single stage have burned completely through. When the gas valve opens the gas is just escaping and not igniting due to compromised burners. Disabled gas valves.</p> <p>02/24/2023 11:08 am by Hunter Jackson</p> <p>Removed gas valves from 1st and 2nd stage installed on 3rd and 4th stage, re-wired gas valves, pressure switches, igniter and safeties to allow system to use the 3rd and 4th HE as 1st and 2nd stage heat. System is currently running but it is not known how long it will run like this. Customer is aware that this is a temporary fix.</p> <p>Pool area heater. Installed 2 new gas valves and new ignition control module. Replaced ground wire.</p> <p>Re-piped gas lines and installed gas shutoff valves to shut off gas to unit and be able to open the door to service the unit.</p>

OT  
Acc # 846-5091

<b>Claim::</b>	<b>Authorization #::</b>
<b>Customer Contract ID #::</b>	<b>SHW Case #::</b>

Job Charges	Qty	Rate	Total
Parts, Gas valves	2.00	\$375.00	\$750.00
Parts, Ignition control module.	1.00	\$375.00	\$375.00
Parts, Gas piping, gas shutoff valves.	1.00	\$275.00	\$275.00
Parts, misc. wire, terminals, consumables, sealant,	1.00	\$100.00	\$100.00
Labor, 3 men, 8 hours, 24 total man hours (Discounted) Labor	16.00	\$125.00	\$2,000.00
<b>Job Subtotal</b>			<b>\$3,500.00</b>
<b>Job Total</b>			<b>\$3,500.00</b>

PRE-WORK SIGNATURE

POST-WORK SIGNATURE

Signed By:

Signed By:

Invoice Total: \$3,500.00  
 Deposits (-): \$0.00  
 124


**CUSTOMER MESSAGE**


**Payments (-):**

**\$0.00**

**Total Due:**

**\$3,500.00**

 <p><b>INFRASTRUCTURE SOLUTIONS GROUP, LLC</b> Consulting Engineers</p>	<b>OPINION OF PROBABLE COST</b>				
	City of Pryor				
	July 1, 2022				
	Page 1 of 1				
<b>Green Country Mobil Home Park Edge M&amp;O All Streets (A - G)</b>					
<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>	
Edge Mill Existing Roadway (6') both sides	LF	5,130	\$ 4.50	\$	23,085.00
2-3 inch S4 profile Overlay	SY	13,680	\$ 11.00	\$	150,480.00
Cross Intx. Conc. Swales & Curb Replace (apox 50 lf)	LF	100	\$ 250.00	\$	25,000.00
Mobilization	EA	1	\$ 9,300.00	\$	9,300.00
Contingency	EA	0.1	\$ 207,865.00	\$	20,786.50
<b>TOTAL CONSTRUCTION COST</b>				\$	228,651.50
<b>ENGINEERING &amp; CA</b>				\$	20,000.00
<b>INSPECTION</b>				\$	11,000.00
<b>TOTAL PROJECT COST</b>				\$	259,651.50

 <p><b>INFRASTRUCTURE SOLUTIONS GROUP, LLC</b> Consulting Engineers</p>	<b>OPINION OF PROBABLE COST</b>				
	City of Pryor				
	March 1, 2023				
	Page 1 of 1				
<b>ALLEYS FROM MILL TO COO-Y-YAH EITHER SIDE OF GRAHAM AVE.</b>					
<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>	
Mill Existing surface to Conc. Pavement	SY	6,615	\$ 5.00	\$	33,075.00
2 inch S4 Overlay w/ Fabric	SY	6,615	\$ 13.00	\$	85,995.00
Conc. Base Repairs (est. 220 sq. yds)	SY	220	\$ 85.00	\$	18,700.00
Mobilization	EA	0.02	\$ 137,770.00	\$	2,755.40
Contingency	EA	0.10	\$ 140,525.40	\$	14,052.54
<b>TOTAL CONSTRUCTION COST</b>				\$	154,577.94
<b>ENGINEERING &amp; CA</b>				\$	15,000.00
<b>INSPECTION</b>				\$	11,000.00
<b>TOTAL PROJECT COST</b>				\$	180,577.94

CITY OF PRYOR CREEK  
 BALANCE SHEET  
 FEBRUARY 28, 2023

GOLF COURSE CASH FUND

ASSETS

41-000-1010	CASH IN COMBINED CASH FUND	150,564.20	
	TOTAL ASSETS		150,564.20

LIABILITIES AND EQUITY

LIABILITIES

41-000-2002	ACCOUNTS PAYABLE	5,203.42	
41-000-2011	ACCRUED FICA	( 93.59)	
41-000-2033	PAYROLL ADJUSTMENT	93.59	
	TOTAL LIABILITIES		5,203.42

FUND EQUITY

41-000-3010	FUND BALANCE	146,739.31	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	( 7,433.14)	
	BALANCE - CURRENT DATE	( 7,433.14)	
	<b>TOTAL FUND EQUITY</b>		<b>139,306.17</b>
	TOTAL LIABILITIES AND EQUITY		144,509.59

CITY OF PRYOR CREEK  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GOLF COURSE CASH FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GOLF COURSE</u>					
41-415-5011 GOLF SALARIES	9,171.31	84,791.38	165,498.16	80,706.78	51.2
41-415-5012 GOLF TEMP SERVICES WAGES	1,028.18	56,947.21	72,900.00	15,952.79	78.1
41-415-5013 GOLF OVERTIME	.00	536.32	.00	( 536.32)	.0
41-415-5015 GOLF PRO SHOP MANAGER BONUS	737.00	9,188.00	.00	( 9,188.00)	.0
41-415-5021 GOLF FICA	734.78	7,067.27	12,660.61	5,593.34	55.8
41-415-5022 GOLF RETIREMENT & PENSION	638.03	8,106.16	14,894.83	6,788.67	54.4
41-415-5023 GOLF HEALTH INSURANCE	1,665.37	13,890.59	26,579.94	12,689.35	52.3
41-415-5024 GOLF EMPLOYMENT TAX	96.19	324.84	744.00	419.16	43.7
41-415-5025 GOLF WORKERS COMP INSURANCE	152.13	1,613.67	3,609.49	1,995.82	44.7
41-415-5031 GOLF SUPPLIES - OFFICE	.00	1,141.52	2,000.00	858.48	57.1
41-415-5032 GOLF SUPPLIES - GENERAL	.00	1,144.20	3,100.00	1,955.80	36.9
41-415-5035 GOLF ADVERTISING	.00	2,610.30	5,000.00	2,389.70	52.2
41-415-5038 GOLF DUES & SUBSCRIPTIONS	.00	189.75	1,500.00	1,310.25	12.7
41-415-5040 GOLF REPAIR AND MAINT.PRO SHOP	.00	948.96	1,500.00	551.04	63.3
41-415-5044 GOLF INSURANCE, PROPERTY	.00	5,192.00	5,192.00	.00	100.0
41-415-5045 GOLF CART MAINTENANCE FEES	.00	13,139.25	25,000.00	11,860.75	52.6
41-415-5046 GOLF TRAVEL	.00	2,576.25	3,000.00	423.75	85.9
41-415-5047 GOLF SHOP MEMBERSHIP (10%)	.00	10,662.57	18,000.00	7,337.43	59.2
41-415-5051 GOLF UTILITIES	.00	16,312.40	25,000.00	8,687.60	65.3
41-415-5053 GOLF CHEMICALS	1,965.00	15,196.68	45,000.00	29,803.32	33.8
41-415-5055 GOLF MAINTENANCE TRAINING	.00	617.00	500.00	( 117.00)	123.4
41-415-5081 GOLF - HALLOWEEN FESTIVAL	3,393.00	9,841.92	10,000.00	158.08	98.4
41-415-5083 GOLF - SOD	.00	.00	3,000.00	3,000.00	.0
41-415-5092 GOLF REPAIR & MAINT	897.19	41,593.88	35,000.00	( 6,593.88)	118.8
41-415-5102 GOLF FUEL, OIL & GREASE	.00	14,768.42	17,000.00	2,231.58	86.9
41-415-5201 GOLF SALES TAX COLLECTED	1,342.11	23,363.08	32,000.00	8,636.92	73.0
41-415-5233 GOLF IRRIGATION PROJ EXPENSES	.00	7,692.79	7,000.00	( 692.79)	109.9
41-415-5350 GOLF CREDIT CRD & RELATD EXPENS	( 557.07)	2,078.79	12,000.00	9,921.21	17.3
41-415-5411 GOLF CAPITAL OUTLAY	.00	35,850.71	48,000.00	12,149.29	74.7
41-415-5413 GOLF CAPITAL OUTLAY CART LEAS	2,487.01	19,896.08	33,304.00	13,407.92	59.7
41-415-5417 CART PATH MAINTENANCE	.00	.00	50,000.00	50,000.00	.0
<b>TOTAL GOLF COURSE</b>	<b>23,750.23</b>	<b>407,281.99</b>	<b>678,983.03</b>	<b>271,701.04</b>	<b>60.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>23,750.23</b>	<b>407,281.99</b>	<b>678,983.03</b>	<b>271,701.04</b>	<b>60.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>4,330.76</b>	<b>( 7,433.14)</b>	<b>( 678,983.03)</b>	<b>( 671,549.89)</b>	<b>( 1.1)</b>



CITY OF PRYOR CREEK  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GOLF COURSE CASH FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
41-000-4081 HALLOWEEN FESTIVAL	.00	9,214.50	.00	( 9,214.50)	.0
41-000-4162 RENTAL OF GOLF CART STALLS	760.00	8,930.00	.00	( 8,930.00)	.0
41-000-4163 GOLF CART RENTALS	9,271.56	126,388.32	.00	( 126,388.32)	.0
41-000-4164 RENTAL OF PULL CARTS	16.00	133.50	.00	( 133.50)	.0
41-000-4171 INTEREST INCOME	182.31	1,020.67	.00	( 1,020.67)	.0
41-000-4210 CREDIT CARD CHARGES	.00	238.00	.00	( 238.00)	.0
41-000-4213 TRAIL ON FEES	.00	2,660.00	.00	( 2,660.00)	.0
41-000-4214 GREEN FEES - DAILY	6,933.46	110,644.46	.00	( 110,644.46)	.0
41-000-4215 GREEN FEES - JR & SR	975.80	12,537.36	.00	( 12,537.36)	.0
41-000-4216 GREEN FEES - TWILIGHT	1,906.12	31,387.14	.00	( 31,387.14)	.0
41-000-4221 MEMBERSHIP - SENIOR FAMILY	995.84	10,022.38	.00	( 10,022.38)	.0
41-000-4222 MEMBERSHIP - SENIOR SINGLE	796.64	18,868.31	.00	( 18,868.31)	.0
41-000-4223 MEMBERSHIP - FAMILY	1,833.61	15,441.54	.00	( 15,441.54)	.0
41-000-4224 MEMBERSHIP - SINGLE	2,950.15	33,000.42	.00	( 33,000.42)	.0
41-000-4225 MEMBERSHIP - JUNIOR	459.50	2,156.00	.00	( 2,156.00)	.0
41-000-4226 MEMBERSHIP - CORPORATE	.00	16,017.57	.00	( 16,017.57)	.0
41-000-4241 MISCELLANEOUS	.00	( 511.32)	.00	511.32	.0
41-000-4267 PUBLIC SCHOOLS-FACILITY USE	1,000.00	1,700.00	.00	( 1,700.00)	.0
TOTAL FUND REVENUE	28,080.99	399,848.85	.00	( 399,848.85)	.0

Thomas J. Harrison Pryor Public Library  
Surplus Computer Inventory 2023

Item	Model	Manufacture Year	OS	Reformatted	Action
ACER laptop	TravelMate 4060	~ 2006		No	Destroy
Dell Laptop	Vostro 3750	~ 2011		No	Destroy
Dell Laptop	Vostro 3750	~ 2011		No	Destroy
Dell PC	Optiplex 3010	2012		No	Destroy
Dell PC	Optiplex 3010	2012		No	Destroy
Dell PC	Optiplex 3020	2013		No	Destroy
Dell PC	Optiplex 3020	2013		No	Destroy
Dell PC	Optiplex 3020	2013		No	Destroy
Dell Laptop	Vostro 3750	~ 2011	Win 10	Yes	Sell or Destroy
Dell Laptop	Vostro 3750	~ 2011	Win 10	Yes	Sell or Destroy
Dell Laptop	Vostro 3750	~ 2011	Win 10	Yes	Sell or Destroy
Dell Laptop	Vostro 3750	~ 2011	Win 10	Yes	Sell or Destroy
Dell Laptop	Vostro 3750	~ 2011	Win 10	Yes	Sell or Destroy
Dell PC	Optiplex 390	2011	Win 10	Yes	Sell or Destroy
Dell PC	Optiplex 3010	2012	Win 10	Yes	Sell or Destroy
Dell PC	Optiplex 3010	2012	Win 10	Yes	Sell or Destroy
Dell PC	Optiplex 3020	2013	Win 10	Yes	Sell or Destroy
Dell PC	Optiplex 3020	2013	Win 10	Yes	Sell or Destroy
Dell PC	Optiplex 3020	2013	Win 10	Yes	Sell or Destroy
Dell PC	Optiplex 3020	2013	Win 10	Yes	Sell or Destroy
Dell PC	Optiplex 3020	2013	Win 10	Yes	Sell or Destroy
Dell PC	Optiplex 3020	2013	Win 10	Yes	Sell or Destroy
10 monitors	Various	Various	n/a	n/a	Sell or Destroy

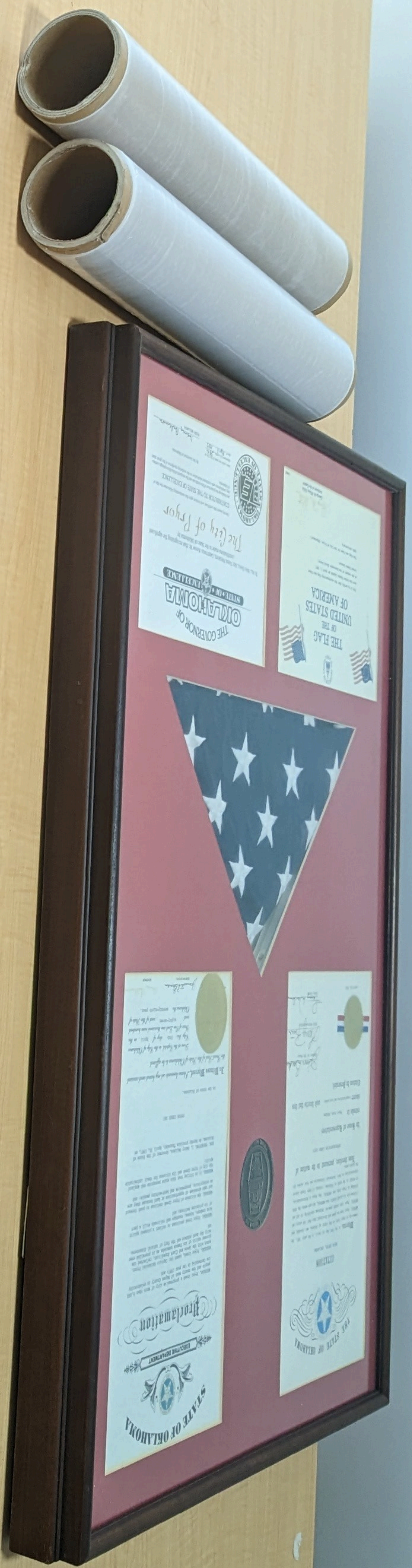
Desk 1 - without cabinets



# Desk 1 - mountable cabinets



# Desk 2



Desk 3 - L-shape with  
mounted cabinets





**Dennis Nichols**  
Chief of Police

**James Willyard**  
Assistant Chief of Police

**PRYOR CREEK POLICE DEPARTMENT**

Tommy Parker / Parker Security,

The City of Pryor Creek Police Dept is donating 19 sets of body armor to Parker Security as of March \_\_\_\_, 2023. Parker Security per this agreement understands that the body armor is expired and has no warranty per the manufacturer or the City of Pryor Creek. Parker Security further understands that they accept all liability for the body armor and shall not hold the city of Pryor Creek and/or the Pryor Creek Police Department liable for any claims resulting from the use of said body armor.

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Tommy Parker  
Parker Security

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Dennis Nichols  
Chief of Police