

**Pryor Creek Parks & Recreation
Land Use Agreement**

THIS AGREEMENT is made and entered into by and between the City of Pryor Creek, Oklahoma, a municipal corporation, hereinafter referred to as “City” and Pryor Youth Football Association (PYFA), hereinafter referred to as “Organization”.

WHEREAS, “City”, through the Pryor Creek Park Department, hereinafter referred to as “Department” desires to furnish land and certain minimal maintenance for “Organization’s” use; and

WHEREAS, “Organization” desires to administer its own program and assume all responsibility for conducting the program as well as the costs and expenses thereof, except such responsibilities as may be specifically assumed by “City”.

NOW THEREFORE, in consideration of the agreements and the covenants herein made and in consideration of the “Organization’s” use of “City” land, the parties agree as follows:

1. The term of this agreement shall be from the 1st day of April 2023, through the 31st day of March 2024 and shall be subject to automatic renewal each year upon written approval of the “City” and “Organization” at least sixty (60) days prior to the 1st day of April.
2. “Organization” may charge admissions for classes, camps, or activities. All income derived from admission fees shall be utilized solely to defray “Organization’s” expenses. Upon request, “Organization” shall render a written report to the Pryor Creek City Clerk’s Office, including complete copies of all bank statements, disclosing all income and disbursements related to “Organization’s” use of “City’s” land. The report may be posted for public view where applicable. “Organization” shall report immediately to the Mayor any deviation from good accounting practices or any shortage of funds or suspected fraud.
3. “Organization” may have the exclusive right to use the land specified. It is understood that “Organization” assumes absolute responsibility and sole liability for the acts and actions of “Organization’s” program, participants and spectators during the use of said land at the time scheduled.
4. “Organization” hereby is granted the use of the following land and premises. Pryor Youth Football Association (PYFA) Complex, which is the land just South of the soccer complex on Gaither Road.
5. Description of Activity: Operation of the land and operation of Pryor Youth Football Association (PYFA).
6. Additional Equipment, Land or Services Needed: The “City” shall furnish water, sanitary sewer and electric to the field lights at no charge to “Organization”. “Organization” is responsible for all garbage collection.

- 7. "Organization" may not sublet the land, nor may the "Organization" delegate any of its responsibilities under this agreement to any other group, except, "Organization" shall be allowed to subcontract the operation of the concession facilities.
- 8. User groups or clubs other than "Organization" may be allowed to use the land for special games or tournaments with the approval of both "City" and "Organization". In the event that "City" and "Organization" agree to allow a user group or club use of the land, all liability shall be the responsibility of that user group or club. Furthermore, the maintenance and clean-up of the land shall be the responsibility of the user group or club during their time of use.
- 9. "City" hereby reserves the right to cancel this agreement within seven (7) days for violations of the terms of this agreement or for violation of any rules or regulations adopted for use of the land.

FURTHER, "Organization" agrees to indemnify and hold Department and "City" harmless from any and all claims made against either of said entities to the extent that same protection is provided in "Organization's" insurance policy, a copy of which is attached hereto.

"Organization" shall be responsible for picking up trash and putting same in containers.

"Organization" shall be responsible for turning off lights and locking gates immediately after the conclusion of the subject activity. Lights shall be turned off no later than 12:00 midnight. Defective lamps for the subject field lights will be replaced at the beginning of the season and as needed by the "City".

- 10. Janitorial maintenance of restrooms at the facility shall be the responsibility of the "Organization".
- 11. Inspection: Fields and playing surfaces shall be maintained to a high level of maintenance to ensure safety and appearance. These areas shall be subject to inspection by the "City". If the level of maintenance is deemed unsatisfactory by the "City", thus the "City" may cancel this agreement in accordance with Paragraph 9.

IN WITNESS WHEREOF, the parties have executed this agreement at Pryor Creek this _____ day of _____, 2023.

The City of Pryor Creek,
A Municipal Corporation

ATTEST:

Zac Doyle, Mayor

Courtney Davis, City Clerk

Approved as to form and legality:

K. Ellis Ritchie, City Attorney

Dated: _____ Pryor Youth Football Association (PYFA)

By: _____



Proclamation

Proclaiming May 20, 2023, as Kids to Parks Day in the city of Pryor Creek

WHEREAS, May 20, 2023, is the thirteenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

WHEREAS, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and

NOW THEREFORE, I, Mayor, Zac Doyle do hereby proclaim May 20, 2023, as **Kids to Parks Day**.

Signed by the Mayor of Pryor Creek, Oklahoma on this date 04/28/2023.

Zac Doyle, Mayor

PAYMENT APPLICATION

TO: Infrastructure Solutions Group, LLC 3840 S. 103rd E. Ave Suite 227 Tulsa, OK 74145 Attn: Dalton Powell, ISG Engr. FROM: Envision Civil Contractors, LLC 20125 Mockingbird Lane E Claremore, OK 74019 FOR: City of Pryor Creek	PROJECT 2210 NAME AND LOCATION: 2022 Whitaker Park Tennis Facility Parking Imp ARCHITECT:	APPLICATION # 3 PERIOD THRU: 04/21/2023 PROJECT #s: PRY 21-07 DATE OF CONTRACT: 11/21/2022	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
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CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$96,290.36
2. SUM OF ALL CHANGE ORDERS	\$16,832.25
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$113,122.61
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$113,122.61
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$5,656.13
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$5,656.13
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$107,466.48
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$91,475.84
8. PAYMENT DUE	\$15,990.64
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$5,656.13

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$16,832.25	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$16,832.25	\$0.00
NET CHANGES	\$16,832.25	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

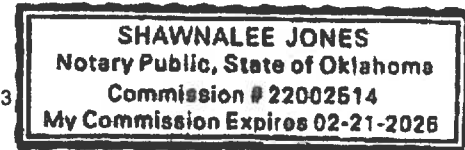
CONTRACTOR: Envision Civil Contractors, LLC

By: *Edith Jones* Date: 4/21/2023

State of: Oklahoma

County of: Rogers

Subscribed and sworn to before me this 21st day of April 2023



Notary Public: ShawnaLee Jones

My Commission Expires: 02/21/2026

Shawna Jones

CERTIFICATION

The signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) knows of no reason why payment should not be made.

CERTIFIED AMOUNT \$15,990.64

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

Signature: *Steve A. Powell* Date: 4/24/23

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: 2210 APPLICATION #: 3
 2022 Whitaker Park Tennis Facility Parking DATE OF APPLICATION: 04/21/2023
 Improvements PERIOD THRU: 04/21/2023
 PROJECT #s: PRY 21-07

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP (G / C)	I BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
ADD 1	Install New Parking Lot with S-4 \$29.29 PER Sq. Yd.	238	\$6,970.70	\$6,970.70	\$0.00	\$0.00	\$6,970.70	100%	\$0.00	
1	Install New Parking Lot with s-3 & \$45.64 PER Sq.Yd.	809	\$36,919.00	\$36,919.00	\$0.00	\$0.00	\$36,919.00	100%	\$0.00	
2	6" Aggregate Base, In Place \$70.66 PER Cu. Yd.	135	\$9,538.50	\$9,538.50	\$0.00	\$0.00	\$9,538.50	100%	\$0.00	
3	Install New 6" Mountable Curb, In \$32.60 PER LF	389	\$12,682.18	\$12,682.18	\$0.00	\$0.00	\$12,682.18	100%	\$0.00	
4	Saw Cut Existing Concrete \$10.82 PER LF	392	\$4,242.34	\$4,242.34	\$0.00	\$0.00	\$4,242.34	100%	\$0.00	
5	Removal of Existing Concrete & \$51.71 PER Sq. Yd.	70	\$3,619.54	\$3,619.54	\$0.00	\$0.00	\$3,619.54	100%	\$0.00	
6	Raise Ex. Manhole to Match Prop. \$2,483.14 PER Each	1	\$2,483.14	\$2,483.14	\$0.00	\$0.00	\$2,483.14	100%	\$0.00	
7	Solid Slab Sodding \$4.34 PER Sq. Ft.	295	\$1,279.54	\$1,279.54	\$0.00	\$0.00	\$1,279.54	100%	\$0.00	
8	Site Grading, Clean Up \$3,781.54 PER LS	1	\$3,781.54	\$3,781.54	\$0.00	\$0.00	\$3,781.54	100%	\$0.00	
9	Erosion Control \$1,705.54 PER LS	1	\$1,705.54	\$1,705.54	\$0.00	\$0.00	\$1,705.54	100%	\$0.00	
10	Mobilization \$13,068.34 PER LS	1	\$13,068.34	\$13,068.34	\$0.00	\$0.00	\$13,068.34	100%	\$0.00	
11	Change Order # 1 \$16,832.25 PER	1	\$16,832.25	\$0.00	\$16,832.25	\$0.00	\$16,832.25	100%	\$0.00	
SUB-TOTALS			\$96,290.36	\$96,290.36	\$0.00	\$0.00	\$96,290.36	99%	\$0.00	

CONTINUATION PAGE

CONTINUATION PAGE

PROJECT: 2210 APPLICATION #: 3
 2022 Whitaker Park Tennis Facility Parking DATE OF APPLICATION: 04/21/2023
 Improvements PERIOD THRU: 04/21/2023
 PROJECT #s: PRY 21-07

Payment Application containing Contractor's signature is attached.

A	B	C		D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					

	TOTALS		\$113,122.61	\$96,290.36	\$16,832.25	\$0.00	\$113,122.61	99%	\$0.00	
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CONTINUATION PAGE

c. Discussion and possible action regarding Change Order No. 1 from Envision Civil Contractors, LLC for the Whitaker Park Tennis Facility Parking Improvements Project PRY 21-07, regarding the removal of existing curb and three feet into the existing asphalt for the length of the project. This also includes the replacement of the area with a three-foot concrete apron and excavation of proposed four-foot concrete sidewalk at a cost of \$16,832.25 to Envision Civil Contractors and \$8,690.00 to the Street Department from Parks Capital Outlay Account #44-445-5415. It is to be noted that the materials are to be supplied by the city and Envision’s quote is ONLY for labor and equipment to do the work proposed.

Motion was made by Barham, second by Shropshire to approve Change Order No. 1 from Envision Civil Contractors, LLC for the Whitaker Park Tennis Facility Parking Improvements Project PRY 21-07, regarding the removal of existing curb and three feet into the existing asphalt for the length of the project. This also includes the replacement of the area with a three-foot concrete apron and excavation of proposed four-foot concrete sidewalk at a cost of \$16,832.25 to Envision Civil Contractors and \$8,690.00 to the Street Department from Parks Capital Outlay Account #44-445-5415. It is to be noted that the materials are to be supplied by the city and Envision’s quote is ONLY for labor and equipment to do the work proposed. Voting yes: Shropshire, Nance, Smith, Chitwood, Barham, Siever. Voting no: Gonthier and Lamar.

d. Report and update from Ad Hoc Audit committee.

Lamar and Shropshire spoke to their work toward getting information and language for the RFP draft.

e. Discussion and possible action regarding Audit RFP draft language.

No action. Lamar pointed out the three draft language forms in the packet. He asked if anyone saw anything that they felt needed changed. No one had objections or changes.

5. CITY ATTORNEY’S REPORT:

a. Discussion and possible action regarding granting TRC Companies representing American Electric Power (AEP) / Public Service Company of Oklahoma (PSO), Temporary Easement and Right-of-Way Access for their Pryor Junction as described in the attached agreement.

Motion was made by Chitwood, second by Gonthier to approve granting TRC Companies representing American Electric Power (AEP) / Public Service Company of Oklahoma (PSO), Temporary Easement and Right-of-Way Access for their Pryor Junction as described in the attached agreement. Voting yes: Nance, Smith, Chitwood, Barham, Gonthier, Siever, Lamar, Shropshire. Voting no: none.

b. Second reading, discussion and possible action regarding an ordinance amending Title 5, Chapter 4C, by the addition of a new section 12 regarding prohibition of “Occupation of Recreational Type Trailers or Recreational Vehicles as Living Quarters”; and providing for repealer and severability.

Motion was made by Chitwood, second by Gonthier to approve and waive second reading of Ordinance #2023-1 amending Title 5, Chapter 4C, by the addition of a new section 12 regarding prohibition of “Occupation of Recreational Type Trailers or Recreational Vehicles as Living Quarters”; and providing for repealer and severability. Voting yes: Chitwood, Barham, Gonthier, Siever, Lamar, Shropshire, Nance. Voting no: Smith.

c. Second reading, discussion and possible action regarding an ordinance amending Title 5, Chapter 4C, by the addition of a new section 13 regarding the prohibition of obstructions of travel and view by reason of parking or storage of vehicles, trailers, motorhomes, RV’s, storage units or other portable units; and providing for repealer and severability.

Motion was made by Shropshire, second by Chitwood to approve and waive second reading of Ordinance #2023-2 amending Title 5, Chapter 4C, by the addition of a new section 13 regarding the prohibition of obstructions of travel and view by reason of parking or storage of vehicles, trailers, motorhomes, RV’s, storage units or other portable units; and providing for repealer and severability, with the change, “detect and/or avoid” in Section 1.C. Voting yes: Barham, Gonthier, Siever, Lamar, Shropshire, Nance. Voting no: Chitwood and Smith.

6. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

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

- a. Approve minutes of the January 17th, 2023 Council meeting.
- b. Approve payroll purchase orders through February 17th, 2023.
- c. Approve claims for purchase orders through February 7th, 2023.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	2220221931 - 2220221732	115,178.18
STREET & DRAINAGE	911313B – 2220221788	33,098.26
GOLF COURSE	2220221939 – 2220221820	12,170.22
CAPITAL OUTLAY	2220221762 – 2220221912	23,648.35
REAL PROPERTY ACQUIS.	911298B – 2220221910	1,243.00
RECREATION CENTER	2220221922 - 2220221822	32,761.76



April 27, 2023

Honorable Zac Doyle, Mayor
Members of the City Council
City of Pryor Creek, Oklahoma

RE: Recommended Natural Gas Rate Decrease

Dear Mayor and Council:

At the MUB's last regular meeting on May 1, 2023, one of the agenda items for discussion was a proposed natural gas rate decrease.

Our purchased natural gas cost from BlueMark Energy has decreased from \$7.570 per MMBtu to \$7.048 per MMBtu beginning April 1, 2023 and ending October 31, 2023.

I am requesting that the proposed natural gas rate decrease of 52.2 cents (\$11.246 to \$10.724 per MCF) inside the corporate city limits of Pryor Creek be placed on your agenda for the May 2, 2023 meeting.

I will be present at the next council meeting to answer any questions you may have. If you would like to discuss this with me beforehand, please feel free to drop by the office or give me a call any time.

Your assistance in this matter will be greatly appreciated.

Sincerely,


Jared Crisp
General Manager



Laue, Sheryl <laues@pryorcreek.org>

Planning-Zoning Committee

tmileur@gmail.com <tmileur@gmail.com>
To: "Laue, Sheryl" <laues@pryorcreek.org>
Cc: larry.lees.ii@gmail.com

Thu, Apr 27, 2023 at 5:16 PM

I am resigning from the Planning and Zoning Commission due to being voted in as Councilor Ward 2 to replace Steve Smith.

I have really enjoyed getting to know you and appreciate your service and professionalism.

Travis Mileur

tmileur@gmail.com

903-239-2328

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 6, TABLE 6-1 USE REGULATIONS BY THE AMENDMENT TO ALLOW “OUTDOOR SECULAR OR NON-SECULAR” USES UNDER “ASSEMBLY AND ENTERTAINMENT” IN RS, RD, RT, RM, RMH, CC, CAR AND IL DISTRICTS BY WAY OF SPECIAL EXCEPTION IF THE PROPERTY HAS FRONTAGE ON AN ARTERIAL STREET; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE CITY COUNCIL FINDS IT IN THE BEST INTEREST OF THE PUBLIC FOR PURPOSES COMMUNITY DEVELOPMENT, PROTECTION OF THE SAFETY, HEALTH AND WELFARE OF THE PUBLIC TO AMEND CURRENT REGULATIONS OF USE OF PROPERTY FOR PURPOSES OF “OUTDOOR SECULAR OR NON-SECULAR” USE WITHIN THE CORPORATE CITY LIMITS OF THE CITY.

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

SECTION 1.

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

**TABLE 6-1
USE REGULATIONS**

P = Use permitted as of right	S = Special exception approval required	- = Prohibited use
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Use	Zoning Districts													Supplemental Regulations (Code Section)
	RS	RD	RT	RM	RMH	CO	CC	CR	CAR	CG	IL	IH	AG	
Commercial:														
Animal service:														
Boarding or shelter	-	-	-	-	-	-	-	-	P	-	P	P	-	
Grooming	-	-	-	-	-	-	-	-	P	P	-	-	-	
Veterinary	-	-	-	-	-	-	-	-	P	P	-	-	-	
Assembly and entertainment:														
Indoor:														
Small, secular (up to 250-person capacity)	-	-	-	-	-	-	-	P	P	P	-	-	-	
Small, non-secular	S ³	S ³	S ³	S ³	S ³	S ³	S ³	P	P	P	S ³	S ³	S ³	

	(up to 250 capacity)														
	Large secular (>250-person capacity)	-	-	-	-	-	-	-	S	S	S	-	-	-	
	Large, non-secular (>250 capacity)	-	-	-	-	-	-	-	S	S	S	-	-	-	
	Outdoor, secular or non-secular	<u>S²</u>	<u>S²</u>	<u>S²</u>	<u>S²</u>	<u>S²</u>	-	<u>S²</u>	-	S	-	<u>S²</u>	-	-	

SECTION 2. REPEALER.

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

SECTION 3 SEVERABILITY.

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

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ___ day of _____, 2023

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2023

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract if not understood, seek advice from an attorney

SELLER'S COUNTEROFFER

Date of Counteroffer April 19th, 20 23

1. **COUNTEROFFER.** The undersigned Seller(s) offers to sell the following described real estate, located (legal description) at: Whitaker Addition 1146/624 Blk 26b Lots 1,2,3 Pryor Pryor City I-1

Mayes, County, Oklahoma,

which property address is 6 N Bailey St Pryor OK 74361

in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, Financing Supplement signed by City of Pryor Creek Oklahoma Buyer(s), attached and made a part of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, the Financing Supplement are **amended and modified** as follows:

(Where appropriate, reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate and, if included, Financing Supplement which is amended or modified—please number each item.)

Contract of Sale of Real Estate:
Countering at \$17,000. Final decision will be authorized by bank.

Financing Supplement: _____

2. **OTHER TERMS.** All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Financing Supplement shall remain the same. In the event of a conflict between the terms and conditions in this Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Financing Supplement, the terms and conditions of the Counteroffer shall govern.

3. The Buyer and Seller authorize their respective Brokers, if applicable, to accept delivery of acceptance of offer or counteroffer.

4. **ACCEPTANCE TIME.** The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time April 21st, 20 23, at 5:00 p.m., at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

Estate of Sharon Burk
(Print or Type Seller's Name)

Stephen Burk EXECUTOR Seller
(Signature)

(Print or Type Seller's Name)

(Signature) Seller

5. **BUYER'S ACCEPTANCE OF COUNTEROFFER.** Buyer accepts the foregoing Counteroffer and agrees to purchase the above-described Property on terms and conditions set forth in the Counteroffer.

Accepted this date _____, 20_____, at _____ .m.

City of Pryor Creek Oklahoma
(Print or Type Buyer's Name)

(Signature) Buyer

(Print or Type Buyer's Name)

(Signature) Buyer

6. BUYER'S REJECTION OR MODIFICATION OF SELLER'S COUNTEROFFER.

____ (Buyer's initials) By initializing these blanks the Buyer(s): **(check only one)**

REJECTS foregoing counteroffer.

MODIFIES Seller's Counteroffer is modified as indicated by the Buyer's Counteroffer to Seller's Counteroffer form.

NOTE: All amendments and modifications to the submitted Contract of Sale of Real Estate and, if included, supplement(s) and related addenda should be set forth on this Counteroffer only. Seller should only sign this Counteroffer and the Acknowledgement and Confirmation of Disclosures form. If applicable, Seller should also sign the FHA Real Estate Certification at the bottom of the FHA Financing Agreement.

This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission.

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.
ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES

Prior to entering into a Contract of Sale of Real Estate for the Property described as: _____
6 N Bailey St, Pryor, OK 74361 _____,
the following items (as applicable) have been disclosed and/or delivered and hereby confirmed:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

(Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.
- Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."
- Property was constructed in 1978 or thereafter and is exempt from this disclosure.
- The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Information Booklet has been made available to the Buyer in print, or at www.orec.ok.gov.

Buyer Name (Printed) City of Pryor Creek, Oklahoma Buyer Name (Printed) _____

Buyer Signature: *City of Pryor Creek, Oklahoma* dotloop verified 02/10/23 5:48 PM CST LBPH-02F-07K-02CZ Buyer Signature: _____

Dated: _____ Dated: _____

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

(Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.

Seller Name (Printed) _____ Seller Name (Printed) _____

Seller Signature: _____ Seller Signature: _____

Dated: _____ Dated: _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE RESIDENTIAL SALE

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

- | | |
|---|--|
| <input type="checkbox"/> Conventional Loan | <input type="checkbox"/> Single Family Mandatory Homeowners' Association |
| <input type="checkbox"/> FHA Loan | <input type="checkbox"/> Condominium Association & Townhouse Association |
| <input type="checkbox"/> VA Loan | <input type="checkbox"/> Supplement |
| <input type="checkbox"/> USDA | <input type="checkbox"/> Sale of Buyer's Property - Presently Under Contract |
| <input type="checkbox"/> Native American Guaranteed Loan Supplement | <input type="checkbox"/> Sale of Buyer's Property - Not Under Contract |
| <input type="checkbox"/> Assumption | <input checked="" type="checkbox"/> Cash |
| <input type="checkbox"/> Seller Financing | |

PARTIES. THE CONTRACT is entered into between:

_____ "Seller"
and City of Pryor Creek, Oklahoma "Buyer".

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. **All prior verbal or written negotiations, representations and agreements are superseded by the Contract and may only be modified or assigned by a further written agreement of Buyer and Seller.**

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in Mayes County, Oklahoma.

1. LEGAL DESCRIPTION.

Whitaker Addition 1146/624 Blk 26b Lots 1,2,3 & S12 1/2' Of Vacated St Adj To Lots 1,2,3 Pryor Pryor City I-1

6 N Bailey St, Pryor, OK 74361

Property Address	City	Zip
------------------	------	-----

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, **including** all mineral rights owned by Seller, which may be subject to lease, unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property".)

2. PURCHASE PRICE, EARNEST MONEY, AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$12000 payable by Buyer as follows: Within three (3) days of the execution of the Contract, Buyer must deliver \$500 as Earnest Money, which shall be deposited in the trust account of Clear Title & Closings, or if left blank, the Listing Broker's trust account, as partial payment of the purchase price and/or closing costs. Buyer shall pay the balance of the purchase price and Buyer's Closing costs at Closing. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 16, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before TBD, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be cash, cashier's check, wire transfer, or as determined by the provider of settlement services.

4. ACCESSORIES, EQUIPMENT AND SYSTEMS. The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- Attic and ceiling fan(s)
- Bathroom mirror(s)
- Other mirrors, if attached
- Central vacuum & attachments
- Floor coverings, if attached
- Key(s) to the property
- Built-in and under cabinet/counter appliance(s)
- Free standing slide-in/drop-in kitchen stove
- Built-in sound system(s)/speaker(s)
- Lighting & light fixtures
- Fire, smoke and security system(s), if owned
- Shelving, if attached
- Fireplace inserts, logs, grates, doors and screens
- Free standing heating unit(s)
- Humidifier(s), if attached
- Water conditioning systems, if owned
- Window treatments & coverings, interior & exterior
- Storm windows, screens & storm doors
- Garage door opener(s) & remote transmitting unit(s)
- Fences (includes sub-surface electric & components)
- Mailboxes/Flag poles
- Outside cooking unit(s), if attached
- Propane tank(s) if owned
- TV antennas/satellite dish system(s) and control(s), if owned
- Sprinkler systems & control(s)
- Swimming Pool/Spa equipment/ accessories
- Attached recreational equipment
- Exterior landscaping and lighting
- Entry gate control(s)
- Water meter, sewer/trash membership, if owned
- All remote controls, if applicable
- Transferable Service Agreements and Product Warranties

A. Additional Inclusions. The following items shall also remain with the Property at no additional cost to Buyer:

B. Exclusions. The following items shall not remain with the Property: _____

5. TIME PERIODS SPECIFIED IN CONTRACT. Time periods for Investigations, Inspections and Reviews and Financing Supplement shall commence on _____ (**Time Reference Date**), regardless of the date the Contract is signed by Buyer and Seller. The day after the Time Reference Date shall be counted as day one (1). If left blank, the Time Reference Date shall be the third day after the last date of signatures of the Parties.

6. RESIDENTIAL PROPERTY CONDITION DISCLOSURE. No representations by Seller regarding the condition of Property or environmental hazards are expressed or implied, other than as specified in the Oklahoma Residential Property Condition Disclosure Statement ("Disclosure Statement") or the Oklahoma Property Condition Disclaimer Statement ("Disclaimer Statement"), if applicable. A real estate licensee has no duty to Seller or Buyer to conduct an independent inspection of the Property and has no duty to independently verify accuracy or completeness of any statement made by Seller in the Disclosure Statement and any amendment or the Disclaimer Statement.

7. INVESTIGATIONS, INSPECTIONS and REVIEWS.

A. Buyer shall have _____ days (10 days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.

B. Buyer, together with persons deemed qualified by Buyer and at Buyer's expense, shall have the right to enter upon the Property to conduct any and all investigations, inspections, and reviews of the Property. Buyer's right to enter upon the Property shall extend to Oklahoma-licensed Home Inspectors and licensed architects for purposes of performing a home inspection. Buyer's right to enter upon the Property shall also extend to registered professional engineers, professional craftsman and/or other individuals retained by Buyer to perform a limited or specialized investigation, inspection or review of the Property pursuant to a license or registration from the appropriate State licensing board, commission or department. Finally, Buyer's right to enter upon the Property shall extend to any other person representing Buyer to conduct an investigation, inspection and/or review which is lawful but otherwise unregulated or unlicensed under Oklahoma Law. Buyer's investigations, inspections, and reviews may include, but not be limited to, the following:

- 1) **Disclosure Statement or Disclaimer Statement unless exempt**
- 2) **Flood, Storm Run off Water, Storm Sewer Backup or Water History**
- 3) **Psychologically Impacted Property and Megan's Law**
- 4) **Hazard Insurance** (Property insurability)
- 5) **Environmental Risks**, including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas, lead-based paint
- 6) **Roof**, structural members, roof decking, coverings and related components
- 7) **Home Inspection**
- 8) **Structural Inspection**
- 9) **Fixtures, Equipment and Systems Inspection.** All fixtures, equipment and systems relating to plumbing (including sewer/septic system and water supply), heating, cooling, electrical, built-in appliances, swimming pool, spa, sprinkler systems, and security systems
- 10) **Termites and other Wood Destroying Insects Inspection**

- 11) **Use of Property.** Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations, mandatory Homeowner Associations and dues
- 12) **Square Footage.** Buyer shall not rely on any quoted square footage and shall have the right to measure the Property.
- 13) _____

C. TREATMENTS, REPAIRS AND REPLACEMENTS (TRR).

- 1) **TREATMENT OF TERMITES AND OTHER WOOD DESTROYING INSECTS.** Treatment and repair cost in relation to termites and other wood destroying insects shall be limited to the residential structure, garage(s) and other structures as designated in Paragraph 13 of the Contract and as provided in subparagraph C2b below.
- 2) **TREATMENTS, REPAIRS, AND REPLACEMENTS REVIEW.** Buyer or Buyer's Broker, if applicable, within 24 hours after expiration of the time period referenced in Paragraph 7A of the Contract, shall deliver to Seller, in care of the Seller's Broker, if applicable, a copy of all written reports obtained by Buyer, if any, pertaining to the Property and Buyer shall select one of the following:

- a. If, in the sole opinion of the Buyer, results of Investigations, Inspections or Reviews are unsatisfactory, the Buyer may cancel the Contract by delivering written notice of cancellation to Seller, in care of Seller's Broker, if applicable, and receive refund of Earnest Money.

OR

- b. Buyer, upon completion of all Investigations, Inspections and Reviews, waives Buyer's right to cancel as provided in 7C2a above, by delivering to Seller, in care of Seller's Broker, if applicable, a written list on a Notice of Treatments, Repairs, and Replacements form (TRR form) of those items to be treated, repaired or replaced (including repairs caused by termites and other wood destroying insects) that are not in normal working order (defined as the system or component functions without defect for the primary purpose and manner for which it was installed. Defect means a condition, malfunction or problem, which is not decorative, that will have a materially adverse effect on the value of a system or component).

- i. Buyer and Seller shall have _____ days (7 days if blank) after the Seller's or Seller's Broker, if applicable, receipt of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, seller shall complete all agreed Treatments, Repairs, or Replacements prior to the closing date at Seller's expense (unless otherwise agreed to in writing). If a written agreement is not reached within the time specified in this provision, the Contract shall terminate and the Earnest Money returned to the Buyer.

D. EXPIRATION OF BUYER'S RIGHT TO CANCEL CONTRACT.

- 1) Failure of Buyer to complete one of the following within the time periods in Investigations, Inspections, or Reviews Paragraph shall constitute acceptance of the Property regardless of its condition:
- Perform any Investigations, Inspections or Reviews;
 - Deliver a written list on a TRR form of items to be treated, repaired and replaced; or
 - Cancel the Contract
- 2) After expiration of the time periods in Investigations, Inspections and Reviews Paragraph, Buyer's inability to obtain a loan based on unavailability of hazard insurance coverage shall not relieve the Buyer of the obligation to close transaction.
- 3) After expiration of the time periods in Investigations, Inspections and Reviews Paragraph, any square footage calculation of the dwelling, including but not limited to appraisal or survey, indicating more or less than quoted, shall not relieve the Buyer of the obligation to close this transaction.

E. INSPECTION OF TREATMENTS, REPAIRS AND REPLACEMENTS AND FINAL WALK-THROUGH.

- Buyer, or other persons Buyer deems qualified, may perform re-inspections of Property pertaining to Treatments, Repairs and Replacements.
- Buyer may perform a final walk-through inspection, which Seller may attend. Seller shall deliver Property in the same condition as it was on the date upon which Contract was signed by Buyer (ordinary wear and tear excepted) subject to Treatments, Repairs and Replacements.
- All inspections and re-inspections shall be paid by Buyer, unless prohibited by mortgage lender.

8. RISK OF LOSS. Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)

9. ACCEPTANCE OF PROPERTY. Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, Brokers and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

10. TITLE EVIDENCE.

A. SELLER'S EXPENSE. Seller, at Seller's expense shall complete within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following:

1) A complete and current surface-rights-only Abstract of Title, certified by an Oklahoma-licensed and bonded abstract company;

OR

A copy of Seller's existing owner's title insurance policy issued by a title insurer licensed in the State of Oklahoma together with a supplemental and current surface-rights-only abstract certified by an Oklahoma-licensed and bonded abstract company;

2) A current Uniform Commercial Code Search Certificate.

B. BUYER'S EXPENSE. Buyer, at Buyer's expense, shall obtain:

(Check one)

Commitment for issuance of a title insurance policy based on an Attorney's Title Opinion which is rendered for the title insurance purposes for the Owner's or Lender's title insurance policy.

OR

Attorney's Title Opinion, which is not rendered for title insurance purposes.

C. LAND OR BOUNDARY SURVEY OR REPORT. Seller agrees that Buyer, at Buyer's expense, may have a licensed surveyor enter upon the Property to perform:

(Check one)

a Land or Boundary (Pin Stake) Survey, or

Buyer elects not to receive any Land or Boundary Report/ Survey or Mortgage inspection report

a Mortgage Inspection Report

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence".

D. BUYER TO EXAMINE TITLE EVIDENCE.

1) Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.

2) Buyer agrees to accept title subject to: (i) utility easements serving the property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Marketable Title.

E. SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE), POSSIBLE CLOSING DELAY. Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standards of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:

1) At Seller's option and expense, Seller may cure title requirements identified by Buyer; and

2) Delay Closing Date for _____ days [thirty (30) days if blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and receive a refund of Earnest Money.

F. Upon Closing, any existing Abstract(s) of Title owned by Seller, shall become the property of Buyer.

11. TAXES, ASSESSMENTS AND PRORATIONS.

A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.

B. The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.

C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.

D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.

- E. If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing. Any fees or costs associated with a statement of Homeowner's Association proof of current status and/or transfer of Homeowner's Association membership would be at expense of Seller.
- F. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

12. RESIDENTIAL SERVICE AGREEMENT.

(Check one)

- A. The Property shall not be covered by a Residential Service Agreement.
- B. Seller currently has a Residential Service Agreement in effect on the Property. Seller, at Seller's expense, shall transfer the agreement with one (1) year coverage to the Buyer at Closing.
- C. The Property shall be covered by a Residential Service Agreement selected by the Buyer at an approximate cost of \$_____. Seller agrees to pay \$_____ and Buyer agrees to pay the balance.

The Seller and Buyer acknowledge that the real estate broker(s) may receive a fee for services provided in connection with the Residential Service Agreement.

Buyer acknowledges that a Residential Service Agreement does not replace/substitute Property inspection rights.

13. ADDITIONAL PROVISIONS.

Offer contingent upon the approval of the City Council of Pryor Creek, Oklahoma.

- 14. **MEDIATION.** Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.

- 15. **CHOICE OF LAW AND FORUM.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Parties agree that all disputes, claims, and causes of action arising out of or related to this Contract shall be decided by either Oklahoma State Courts or Federal Courts in the State of Oklahoma.

- 16. **BREACH AND FAILURE TO CLOSE.** Seller or Buyer shall be in breach of this Contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

- A. **UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to either cancel and terminate this Contract, return the abstract to Seller and receive a refund of the Earnest Money, or pursue any other remedy available at law or in equity, including specific performance.
- B. **UPON BREACH BY BUYER.** If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) cancel and terminate this Contract upon delivery of notice of termination to Buyer, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

17. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.

- A. **INCURRED EXPENSES.** Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from Earnest Money.
- B. **RELEASE OF EARNEST MONEY.** In the event a dispute arises prior to the release of Earnest Money held in escrow, the escrow holder shall retain said Earnest Money until one of the following occur:
 - 1) A written release is executed by Buyer and Seller agreeing to its disbursement;
 - 2) Agreement of disbursement is reached through Mediation;
 - 3) Interpleader or legal action is filed, at which time the Earnest Money shall be deposited with the Court Clerk; **or**
 - 4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above have not been exercised; Broker escrow holder, at Broker's discretion, may disburse Earnest Money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.
 - 5) In the event Earnest Money is held in escrow at a title company, the Earnest Money may only be released pursuant to paragraph 17(B)(1), (2), or (3).

Property Address 22 6 N Bailey St, Pryor, OK 74361

- 18. **DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER.** The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer, and any related addenda and/or documents.
- 19. **NON-FOREIGN SELLER.** Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."
- 20. **TERMINATION OF OFFER.** The above Offer shall automatically terminate on 03/31/2023 at 7:00 a.m. / p.m. (check one), unless withdrawn prior to acceptance or termination.

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER _____

Seller's Signature

Seller's Signature

21. EXECUTION BY PARTIES.

AGREED TO BY BUYER:

City of Pryor Creek, Oklahoma
Buyer's Printed Name _____ Date _____

City of Pryor Creek, Oklahoma dotloop verified 02/10/23 5:48 PM CST 8B2D-4ACZ-WPAC-CTGV
Buyer's Signature _____

Buyer's Printed Name _____ Date _____

Buyer's Signature

Buyer's Printed Name _____ Date _____

Buyer's Signature

AGREED TO BY SELLER:

Seller's Printed Name _____ Date _____

Seller's Signature

Seller's Printed Name _____ Date _____

Seller's Signature

Seller's Printed Name _____ Date _____

Seller's Signature

ASSOCIATE INFORMATION

SELLING BROKER/ASSOCIATE:

Jeffery Fish _____ 203862
Name and **OREC** Associate License Number

Lakeland Real Estate NE OK
OREC Company Name

179979
OREC Company License Number

3966 Hwy 20 E, Pryor, OK 74361
Company Address

9184342700
Company Phone Number

jeffery@lakelandneok.com _____ 02/09/2023
Associate Email Date

7192376798
Associate Phone Number

LISTING BROKER/ASSOCIATE:

Sheri Andreo _____ 200264
Name and **OREC** Associate License Number

eXp Realty
OREC Company Name

159206
OREC Company License Number

101 Park Avenue, Suite 1300, Oklahoma City, OK 73102
Company Address

8885603964
Company Phone Number

sheri.andreo@exprealty.com _____
Associate Email Date

4698676217
Associate Phone Number

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, APRIL 18TH, 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. Notice was also emailed to The Paper newspaper and emailed 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 Courtney Davis. Council members present included Terry Lamar, Choya Shropshire, Randy Chitwood, Evett Barham, Chris Gonthier and Bruce Smith. Members absent: Dennis Nance.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Fire Chief BK Young, Street Superintendent Buddy Glenn, Golf Superintendent Dennis Bowman, Library Director Cari Rerat and Recreation Center Director Mike Moore.

Others present: Police Captain Kevin Tramel, Police Sergeant Dustin Van Horn, Becki Sams-Benham, Jeremy Cantrell, Travis Mileur, Gilbert and Autumn Graybill, Nena Roberts, Terry Aylward, Kimmie Shropshire, Paige Lamar, Gina Epps, Lori Ballew, Angela Smith, Charles Tramel, Don and Dian Berger, Adam Anderson, Wanda Cummings, Dana Colvin, Lisa Malone, David and Darla Coats, and JoEllen Williams.

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

Wanda Cummings spoke and clarified that Pro One Realty did not leave the last Council meeting angry because they were not chosen for the bid. Ms. Cummings felt that Mr. Gonthier had completely misrepresented their company.

3. DEPARTMENT HEAD REPORTS IF NEEDED:

a. Building Inspector

No report.

b. Emergency Management

No report.

c. Fire

Young reported they just finished an advanced fire behavior training course with other agencies in Mayes County. He reported that they are having issues with their Tahoe.

d. Golf

Bowman reported that they have been very busy. Ground maintenance continues. Google activity has increased. Tournaments have been a success and they have more scheduled.

e. Library

Rerat reported that the numbers from March 2023 compared to last year are very different because in March 2022 they were in the Graham Community Building. Numbers are up. No door counts yet but will have them available next month. Rerat stated Author Ginny Myers Sain will be visiting the library next week.

f. Parks / Cemetery

No report.

g. Police

Sams-Benham reported that the sewer is working better at the Shelter now. Tramel reported that they have been busier with the warmer weather lately. CMS is working on the jail now. Officers seized 3.8 lbs of Fentanyl.

h. Recreation Center

Moore reported that the pool heater is done. They are experiencing HVAC issues and he is gathering information and making that his top priority. The Easter Egg Hunt was a success, and the pool has been booked out. They are working on scheduling new classes and some other activities.

i. Street

Glenn reported that they removed a beaver dam, but the beavers started over immediately. The Street Department has been making repairs to sidewalks, digging ditches, and replacing pipes. Glenn stated the Railroad will be shutting down the Southwest 3rd Street crossing for repairs on Thursday, April 20th, 2023. Glenn described the detour route and stated that Emergency Management sent out a notification via CodeRED.

4. MAYOR'S REPORT:

a. Discussion and possible action regarding removing from the table Item 4.d. from the March 21st, 2023 agenda.

After much discussion, no action was taken, due to Robert's Rules of Order.

b. Discussion and possible action regarding the nomination of Travis Mileur to replace Steve Smith at City Council Ward 2, term expiring April 30th, 2024.

Motion was made by Gonthier, second by Smith to table nomination of Travis Mileur to replace Steve Smith at City Council Ward 2, term expiring April 30th, 2024. Voting yes: Gonthier, Smith. Voting no: Lamar, Shropshire, Chitwood, Barham.

Motion was made by Shropshire, second by Barham to approve the nomination of Travis Mileur to replace Steve Smith at City Council Ward 2, term expiring April 30th, 2024. Voting yes: Shropshire, Chitwood, Barham, Gonthier, Smith, Lamar. Voting no: none.

Kim Ritchie administered the Oaths of Office to Travis Mileur.

c. Discussion and possible action regarding the resignation of Lori Ballew from the Board of Adjustments, effective April 30th, 2023. This is due to her election as City Treasurer, effective May 1st, 2023.

Motion was made by Gonthier, second by Chitwood to approve the resignation of Lori Ballew from the Board of Adjustments, effective April 30th, 2023. This is due to her election as City Treasurer, effective May 1st, 2023. Voting yes: Mileur, Chitwood, Barham, Gonthier, Smith, Lamar, Shropshire. Voting no: none.

d. Discussion and possible action regarding the resignation of Belinda Jones from Assistant City Treasurer, effective April 30th, 2023.

Motion was made by Chitwood, second by Gonthier to approve the resignation of Belinda Jones from Assistant City Treasurer, effective April 30th, 2023. Voting yes: Chitwood, Barham, Gonthier, Smith, Lamar, Shropshire, Mileur. Voting no: none.

e. Discussion and possible action regarding appointing Gina Epps as Assistant City Treasurer, effective May 1st, 2023.

Motion was made by Shropshire, second by Chitwood to approve appointing Gina Epps as Assistant City Treasurer, effective May 1st, 2023. Voting yes: Barham, Smith, Lamar, Shropshire, Mileur, Chitwood. Voting no: Gonthier.

f. Discussion and possible action to approve a Resolution proclaiming the month of April as Fair Housing Month in the City of Pryor Creek, Oklahoma and identifying the activities of Fair Housing.

Motion was made by Gonthier, second by Shropshire to approve Resolution #2023 - 3 proclaiming the month of April as Fair Housing Month in the City of Pryor Creek, Oklahoma and identifying the activities of Fair Housing. Voting yes: Gonthier, Smith, Lamar, Shropshire, Mileur, Chitwood, Barham. Voting no: none.

g. Discussion and possible action regarding the Proclamation declaring the month of April 2023 Fair Housing Month.

Motion was made by Chitwood, second by Gonthier to approve the Proclamation declaring the month of April Fair Housing Month. Voting yes: Smith, Lamar, Shropshire, Mileur, Chitwood, Barham, Gonthier. Voting no: none.

h. Discussion and possible action regarding approval to pay the CMSWillowbrook Application and Certificate for Payment No. 26 in the amount of \$21,761.17 from fund 87 regarding the Emergency Center and Library Expansion Project.

Motion was made by Chitwood, second by Shropshire to approve payment of the CMSWillowbrook Application and Certificate for Payment No. 26 in the amount of \$21,761.17 from fund 87 regarding the Emergency Center and Library Expansion Project. Voting yes: Shropshire, Mileur, Chitwood, Barham. Voting no: Lamar, Gonthier, Smith.

5. CITY ATTORNEY’S REPORT:

a. First reading of an Ordinance amending Title 10, Chapter 6, Table of Use Regulations regarding outdoor Secular or Non-Secular Assembly and Entertainment uses of property classified under commercial uses.

Motion was made by Chitwood, second by Shropshire to waive the first reading of an Ordinance amending Title 10, Chapter 6, Table of Use Regulations regarding outdoor Secular or Non-Secular Assembly and Entertainment uses of property classified under commercial uses. Voting yes: Shropshire, Mileur, Chitwood, Barham, Gonthier, Smith, Lamar. Voting no: none.

b. Discussion and possible action regarding approval of Letter of Intent for purchase of property by Woodmont Land Company or its assigns of the old police station property located at the Northwest corner of Southwest 3rd Street and South Mill Street in the City of Pryor Creek.

Motion by Gonthier, second by Smith to reject Letter of Intent for purchase of property by Woodmont Land Company or its assigns of the old police station property located at the Northwest corner of Southwest 3rd Street and South Mill Street in the City of Pryor Creek. Voting yes: Mileur, Chitwood, Barham, Gonthier, Smith, Lamar, Shropshire. Voting no: none.

Council took a break at 7:34 p.m. and resumed session at 7:41 p.m.

6. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

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

- a. Approve minutes of the April 4th, 2023 Council meeting.
- b. Approve payroll purchase orders through April 28th, 2023.
- c. Approve claims for purchase orders through April 18th, 2023.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
COMBINED CASH FUND	2220222512	194.99
GENERAL	2220222512 - 2220222661	173,240.15
COVID REIMBURSEMENT	2220222678	10,000.00
STREET & DRAINAGE	2220222465 - 911318B	12,004.61
GOLF COURSE	2220222465 - 911301B	18,141.29
CAPITAL OUTLAY	911293B - 911294B	19,635.87
REAL PROPERTY ACQUIS.	2220222663	150.00
RECREATION CENTER	2220222465 - 2220222465	3,394.46
P.P.W.A. SINKING FUND	2220222655	21,761.17
DONATIONS AND EARMARKED	2220222516 - 2220222638	2,466.64
TOTAL		260,989.18
NO BLANKETS		

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
- e. Discussion and possible action regarding transferring Darla Craft Coats from Managerial Clerical Department 207 (Range D, Step 4) to Clerical/Accounting Department 209 (Range D, Step 4), effective May 1st, 2023.
- f. Discussion and possible action regarding an expenditure in the amount of \$10,705.00 to Motorola Solutions for remote Deployment Training, Video Manager ER EL OnPrem Site License Key, and annual device licensing and support for 4RE and BWC, for the new server at the Pryor Creek Police Department from Police General Software Account #02-215-5260.
- g. Discussion and possible action regarding an expenditure in the amount of \$7,469.69 to the Town of Salina for reimbursement of CLEET training fees for Officer Brett LoCoco from Police Salaries Account #02-215-5011.
- h. Discussion and possible action regarding the declaring surplus of 2008 4WD Chevy Tahoe, VIN # 1GNFK03088R194176 at the Fire Department and listing on the Purple Wave Auction site for sale.
- i. Discussion and possible action regarding the donation of the following items as per the Order Authorizing Disposition of Abandoned / Unclaimed Personal Property Case No. CV-23-3 from the District Court of Mayes County:
 - 24” TV with controller and HDMI Cable - donate to Pryor Rescue Mission
 - Four large bags of miscellaneous clothing - donate to Second Impressions
 - Infant car seat with base - donate to Second Impressions
- j. Discussion and possible action regarding depositing seized / unclaimed money awarded to the City of Pryor Creek by the District Court of Mayes County, Case No. CV-23-3, in the amount of \$9,883.56 into the Police Drug Forfeitures Account #96-965-5555.
- k. Discussion and possible action on the Contract Agreement for Economic Development Consulting Services between City of Pryor Creek, Oklahoma and Retail Attractions, LLC. Referenced contract may be terminated at any time with 60-day notice, to terminate prior to the

renewal date, notice is to be made before April 30th, 2023, of the City of Pryor Creek's decision for the contract to not automatically renew.

Motion was made by Shropshire, second by Gonthier to approve items a - k, less items a, e and k. Voting yes: Chitwood, Barham, Gonthier, Smith Lamar, Shropshire, Mileur. Voting no: none.

a. Approve minutes of the April 4th, 2023 Council meeting.

Motion was made by Chitwood, second by Gonthier to approve minutes of the April 4th, 2023 Council meeting. Voting yes: Barham, Gonthier, Smith, Lamar, Shropshire, Chitwood. Abstaining, counting as a no vote: Mileur. Voting no: none.

e. Discussion and possible action regarding transferring Darla Craft Coats from Managerial Clerical Department 207 (Range D, Step 4) to Clerical/Accounting Department 209 (Range D, Step 4), effective May 1st, 2023.

Motion was made by Shropshire, second by Chitwood to approve transferring Darla Craft Coats from Managerial Clerical Department 207 (Range D, Step 4) to Clerical/Accounting Department 209 (Range D, Step 4), effective May 1st, 2023. Voting yes: Smith, Lamar, Shropshire, Mileur, Chitwood, Barham. Voting no: Gonthier.

k. Discussion and possible action on the Contract Agreement for Economic Development Consulting Services between City of Pryor Creek, Oklahoma and Retail Attractions, LLC. Referenced contract may be terminated at any time with 60-day notice, to terminate prior to the renewal date, notice is to be made before April 30th, 2023, of the City of Pryor Creek's decision for the contract to not automatically renew.

Motion was made by Gonthier, second by Lamar to terminate the Contract Agreement for Economic Development Consulting Services between City of Pryor Creek, Oklahoma and Retail Attractions, LLC. Referenced contract may be terminated at any time with 60-day notice, to terminate prior to the renewal date, notice is to be made before April 30th, 2023. Mayor Lees read a letter submitted by Rickey Hayes giving his 60-day notice of termination with the City. Voting yes: Smith, Lamar, Shropshire, Mileur, Chitwood, Barham, Gonthier. Voting no: none.

7. COMMITTEE REPORTS:

a. Budget and Personnel (Shropshire)

Shropshire reported that the Budget and Personnel Committee will meet on May 9th, 2023.

b. Ordinance and Insurance (Shropshire)

Shropshire had nothing to report.

c. Street

Street Committee will meet on April 25th, 2023.

8. UNFORESEEABLE BUSINESS. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
There was no unforeseeable business.

9. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 8:10 p.m.

2. APPROVE MINUTES OF APRIL 4th, 2023 MEETING.

Motion was made by Chitwood, second by Shropshire to approve the minutes of the April 4th, 2023 meeting. Voting yes: Barham, Gonthier, Smith, Lamar, Shropshire, Chitwood. Abstaining, counting as a no vote: Mileur. 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 Chitwood, second by Barham to adjourn. Voting yes: Gonthier, Smith, Lamar, Shropshire, Mileur, Chitwood, Barham. Voting no: none.

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

MINUTES WRITTEN BY DEPUTY CLERK COURTNEY DAVIS

NOTICE OF AWARD

TO: Carlton Utilities, LLC
23 Georgetown Circle
McAlester, OK. 745001

Project Description: ANIMAL SHELTER WALL REPLACEMENT

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated MARCH 8th, 2021 and subsequently through a directed quote due to no formal responses to the Advertisement to Bid. and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of: Twenty-Six Thousand Five hundred Dollars (\$ 26,500.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required proof and certificated of general and Liability Insurance within ten (10) calendar days from the date of this Notice to you.

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

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

Dated this _____ day of _____, 2023.

CITY OF PRYOR CREEK
OWNER

By: _____

Title: Zac Doyle, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this _____ day of _____, 2023.

By: _____
Dalton Carlton, Carlton Utilities, LLC

Title: _____ Owner

CONTRACT

This Contract, made and entered into by and between:
Carlton Utilities, LLC, 26 Georgetown Circle, McAlester, Oklahoma, 74501 as Party of the First Part, hereinafter designated as the CONTRACTOR,
and
CITY OF PRYOR CREEK, Pryor Creek, Oklahoma, 74361 as Party of the Second Part, hereinafter designated as the OWNER.

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

PRYOR CREEK ANIMAL SHELTER (1365 N MILL ST.) wall replacement project for the total bid price as accepted of: Twenty-Six Thousand Five Hundred Dollars, (\$26,500.00).

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

The Contractor will commence said work within ten (10) days from the date of the Notice to Proceed and perform same vigorously and continuously and complete the same within 60 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$50 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 9 of the Special Conditions.

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

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

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the ____ day of _____, 2023

Carlton Utilities, LLC
Contractor

SEAL

ATTEST

(Signature)

(Signature)

By: Dalton Carlton

Title: _____

Title: Owner

CITY OF PRYOR CREEK
Owner

SEAL

ATTEST:

(Signature)

(Signature)

By: ZAC DOYLE

Title: _____

Title: MAYOR



Coats, Darla <coatsd@pryorcreek.org>

Re: FW: Town Of Pryor Animal Shelter Repairs.

1 message

Lees, Larry <leesl@pryorcreek.org>

Wed, Mar 22, 2023 at 8:51 AM

To: Steve Powell <steve.powell@isgengineering.com>, Darla Coats <coatsd@pryorcreek.org>

Cc: Dennis Nichols <nicholsd@pryorcreek.org>

Steve,

I would like to place this as a mayor's report item for city council approval on the 4Apr23 council meeting.

Discussion and possible action regarding accepting a bid, as in the best interests of the city, from Carlton Utilities LLC in the amount of \$26,500, to be paid from Capital Outlay account # 44-445-5448, for metal siding replacement and repairs at the City of Pryor Creek animal shelter.

Steve, The agenda packet should have the bid exhibit, construction plans, and documents for signature. Also, please plan to present the item to council at the April 4, 2023 council meeting.

Darla, please include this email stream in the council packet with Steve's submissions.

We have been working on this project for a long time. Glad to see it on the starting line. Thank you for your work!

Sincerely,

Larry Lees
Mayor
[Pryor Creek, Oklahoma](#)
[12 N Rowe, Ste B](#)
PO Box 1167
Pryor, OK 74362-1167
LeesL@PryorCreek.org
918.825.0888 o
918.633.9288 c

On Wed, Mar 22, 2023 at 7:48 AM Steve Powell <steve.powell@isgengineering.com> wrote:

I have provided this to Chief Nichols. It appears Mr. Carlton bid is approx.. \$24,000 less than the verbal statement from Brewer Const. last summer. We have been trying to get bids on the siding replacement for some time going through formal bid process (no bids) getting select contractors to visit the site and provide quotes. (No responses). Key Maintenance, Brewer Const. , Jerry Excavation, Whitney Metal Buildings. I called each of these requesting quotes or site visits. I also called Vanover Buildings, no visit, no response, I called BetyCo and no response.

Mr. Carlton, is from the McAlester area and is doing work for MUB at the wastewater plant. He is also doing work for Westport locating and repairing water system leaks. He has shown the ability to do a multitude of jobs and job tasks. We sent him the spec and exhibit used in the formal bidding process prior to his visit and written quote. He understands the scope and nature of the repairs.

Our recommendation is to allow him to make the repairs assuming the budget has sufficient funds.

Steve a. Powell, pe
Tulsa Office Manager
[3840 S. 103rd E. Avenue, Suite 227 Tulsa, OK 74145](#)
(918) 664-5500 Telephone (918) 231-1391 Cell
Steve.powell@isgengineering.com www.isgengineering.com
McAlester - Oklahoma City - Tulsa - Little Rock

-----Original Message-----

From: Dalton Carlton <daltoncarlton@carltonutilities.com>

31

3/23/23, 9:28 AM

City of Pryor Creek Mail - Re: FW: Town Of Pryor Animal Shelter Repairs.

32
Sent: Tuesday, March 21, 2023 6:47 PM
To: Steve Powell <steve.powell@isgengineering.com>
Subject: Town Of Pryor Animal Shelter Repairs.

Would like to give a formal quote to the Town of Pryor in the sum of \$26,500.00 to repair the animal shelter walls inside and out to match engineers plans. Thanks for your consideration.

Dalton Carlton
Carlton Utilities LLC
918-470-5815

Sent from my iPhone



CITY OF PRYOR, OKLAHOMA

SEPTEMBER 18, 2020, REVISED NOVEMBER 16, 2020

MAINTENANCE AND ADDONS FOR CALLSTATION SOLUTION REMOTE DESIGN OFF OF MAYES FIRM PRICE PROPOSAL

CALLWORKS

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 7

PRICIN

7.1 PRICING SUMMARY

The following pricing consists of the software support, extended warranty, and spares to support City of Pryor's remote call handling system funded by Mayes County.

System Maintenance 5-Year Term Package (On-Site Maintenance and Applicable Taxes, Not Included)		
	LIST PRICE	OFFER PRICE
5-Years Software Support	\$28,628.25	\$28,628.25
4-Year Extended Warranty (First year hardware warranty included)	\$3,310.60	\$3,310.60
Total:	\$31,938.85	\$31,938.85
Add On Equipment		
Recommended System Spares	\$2,554.00	\$2,298.60
Grand Total:	\$34,492.85	\$34,237.45





Coats, Darla <coatsd@pryorcreek.org>

encumbered expense from 05 fund

4 messages

Lees, Larry <leesl@pryorcreek.org>

Thu, Apr 20, 2023 at 10:21 AM

To: Kevin Tramel <tramelk@pryorcreek.org>

Cc: Dennis Nichols <nicholsd@pryorcreek.org>, Darla Coats <coatsd@pryorcreek.org>, Cheryl Lewis <lewisc@pryorcreek.org>

Capt Tramel,

On 16Mar21, City Council approved the encumbered expense of \$34,237.45 from 02-201-5401 for the maintenance agreement. Council created a separate fund for ARPA and CARES Act funds, fund 05. The encumbered expense is now to be expended from 05-501-5401.

This email is just to have a written record of our verbal conversation.

Many thanks for your service!

Larry Lees
Mayor
[Pryor Creek, Oklahoma](#)
[12 N Rowe, Ste B](#)
PO Box 1167
Pryor, OK 74362-1167
LeesL@PryorCreek.org
918.825.0888 o
918.633.9288 c

Tramel, Kevin <tramelk@pryorcreek.org>

Thu, Apr 20, 2023 at 10:34 AM

To: "Lees, Larry" <leesl@pryorcreek.org>

Cc: Dennis Nichols <nicholsd@pryorcreek.org>, Darla Coats <coatsd@pryorcreek.org>, Cheryl Lewis <lewisc@pryorcreek.org>

Mayor,


Thank you for the documentation.

I have included in the attachment a scanned copy of the purchase order (2120213117) that I will be sending to Motorola Solutions, Inc.

Thanks,

Kevin Tramel
Captain
Pryor Creek Police Department
504 E Graham Ave
Pryor, OK 74361
Work: 918-825-1212
Cell: 918-810-5924
Fax: 918-825-2223

[Quoted text hidden]

 **PO 2120213117.pdf**
104K

Coats, Darla ³⁶ <coatsd@pryorcreek.org>

Thu, Apr 20, 2023 at 10:46 AM

To: "Lees, Larry" <leesl@pryorcreek.org>

Cc: Kevin Tramel <tramelk@pryorcreek.org>, Dennis Nichols <nicholsd@pryorcreek.org>, Cheryl Lewis <lewisc@pryorcreek.org>

With the change in account, this will have to go back to Council on May 2nd for re-approval.

Darla Coats

City of Pryor Creek
Office of the Mayor
12 N. Rowe St, Suite B
PO Box 1167
Pryor Creek, OK 74362

P: 918-825-4077

F: 918-825-6577

On Thu, Apr 20, 2023 at 10:21 AM Lees, Larry <leesl@pryorcreek.org> wrote:

[Quoted text hidden]

Lees, Larry <leesl@pryorcreek.org>

Thu, Apr 20, 2023 at 1:05 PM

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

Cc: Kevin Tramel <tramelk@pryorcreek.org>, Dennis Nichols <nicholsd@pryorcreek.org>, Cheryl Lewis <lewisc@pryorcreek.org>

Darla,

It will merely be a formality, but you are correct. Please copy the motion and minutes from the 16Mar23 council meeting as a packet item as well as a detailed report of the 20-201-5401 account, 16Mar21 forward, plus a detail report of the 05-501-5401 account, 16Mar21 forward. Also, print the 05 pages from the combined cash investment report ending 31Mar23. These items will give evidence that the money has not been spent yet and is still encumbered.

Thanks,

Larry Lees
Mayor
Pryor Creek, Oklahoma
12 N Rowe, Ste B
PO Box 1167
Pryor, OK 74362-1167
LeesL@PryorCreek.org
918.825.0888 o
918.633.9288 c

[Quoted text hidden]

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
- e. Approve December 2020 Appropriation Requests.

DECEMBER 2020		
FEE IN LIEU	\$	(0.65)
STREET & DRAINAGE	\$	135,925.28
CEMETERY CARE INTEREST	\$	13.12
CEMETERY CARE FUND	\$	681.25
GOLF COURSE CASH FUND	\$	37,005.13
CAPITAL OUTLAY FUND	\$	44,662.08
CAPITAL OUTLAY RESERVE	\$	344.14
REAL PROPERTY ACQUISITION	\$	154.99
HOTEL/MOTEL TAX	\$	12,637.18
2019 BOND PROJECT	\$	-
LIBRARY BUILDING FUND	\$	1.49
GOB 2020	\$	-
RECREATION CASH FUND	\$	66,328.51
PPWA BOND PROCEEDS (86)	\$	-
PPWA SINKING FUNDS	\$	89,292.98
PPWA BOND PROCEEDS (88)	\$	3,174.27
E-911	\$	1,007.11
LIBRARY SPECIAL	\$	68.94
SEIZURES	\$	0.01
DONATIONS	\$	30,673.86
COMMUNITY DEVELOPMENT BLOCK GRANT	\$	-
FUND 47	\$	730.43
MAIN STREET BOND ACCOUNT-2019	\$	9,923.16
TOTAL	\$	432,623.28

- f. Discussion and possible action regarding approval from bids received to purchase a new 16mm LED Sign in the amount of \$37,451.25 from Premier Signs & Design, as in the best interest of the city, to be paid from Recreation Capital Outlay-Equipment Account #84-845-5410. Other bids received: Image Builders, \$31,681.00; Amax Sign Company, \$43,250.00.
- g. Discussion and possible action regarding disposal of city records as listed on attachment according to City of Pryor Creek Retention Policy.
- h. Discussion and possible action regarding closing Graham Avenue from Adair to Vann on April 1st, 2021 from 4:30 pm – 8:30 pm for a Pryor Main Street Spring Carnival Kickoff block party. *(Amended to include South Adair from Graham Avenue to SE 1st Street.)*
- i. Discussion and possible action regarding an expenditure of \$30,000.00 in the form of a matching grant for a National Fitness Campaign “Fitness Court,” which would be constructed on the Recreation Center grounds on the West side and toward the South perimeter, from Recreation Capital Outlay Account #84-845-5410.
- j. Discussion and possible action regarding hiring Angelique Cunningham to fill vacant dispatcher position at the Pryor Creek Police Department at Range D, Step 1 (annual wage - \$32,534.00) effective March 22nd, 2021. This position was left vacant by the resignation of Hannah Thompson.
- k. Discussion and possible action regarding accepting the resignation of Stephanie Perry from dispatch position at the Pryor Creek Police Department, effective March 19th, 2021.
- l. Discussion and possible action regarding an expenditure in the amount of \$34,237.45 for the purchase of 5-year maintenance and a backup phone for the new Motorola CallWorks 911 system that was received through the Oklahoma 911 Management Authority Grant, from Covid Reimbursement Account #02-201-5401.
- m. Discussion and possible action regarding an expenditure in the amount of \$3,166.72 to GT Distributors for the purchase of (32) Streamlight Protac Rifle Lights @ \$98.96 each, from Police Equipment Capital Outlay #44-445-5424. Other quotes received: \$4,159.68, Midway USA; \$5,375.68, Galls.
- n. Discussion and possible action regarding an expenditure in the amount of \$11,947.52 to GT Distributors for the purchase of (32) Vortex Strike Eagle 1-6x24 AR-BDC3 Rifle Optics @ \$243.68 each and (32) Pro 30mm Cantilever Mounts @ \$129.68 each, for the Police Department from Covid Reimbursement Account #02-201-5401. This price includes a lifetime warranty. Other quotes received: \$11,999.36, Vortex Optics; \$14,336.00, Amazon.
- o. Discussion and possible action regarding authorizing Mayor to sign the 2021 Emergency Operations Plan for Mayes County Emergency Management.

p. Discussion and possible action regarding hiring Brody Willyard as B Operator, Range C, Step 1 (annual wage - \$30,834.00) at the Pryor Creek Street Department effective March 29th, 2021. Motion was made by Ketcher, second by Smith to approve items a – p, less items a, f, i, j and k, with amendment on h. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

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

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

Steve Smith took a moment to thank Johnny Janzen and Mike Dunham for all the hard work that went into the 2021 Emergency Operations Plan for Mayes County Emergency Management. Mayor agreed, and he made it known that Mr. Janzen is very well known and highly respected in the area for the work he does.

f. Discussion and possible action regarding approval from bids received to purchase a new 16mm LED Sign in the amount of \$37,451.25 from Premier Signs & Design, as in the best interest of the city, to be paid from Recreation Capital Outlay-Equipment Account #84-845-5410. Other bids received: Image Builders, \$31,681.00; Amax Sign Company, \$43,250.00.

Motion was made by Thompson, second by Ketcher to approve purchase of a new 16mm LED Sign in the amount of \$37,451.25 from Premier Signs & Design, as in the best interest of the city due to the quality of their product, to be paid from Recreation Capital Outlay-Equipment Account #84-845-5410. Other bids received: Image Builders, \$31,681.00; Amax Sign Company, \$43,250.00. Voting yes: Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel. Voting no: none.

i. Discussion and possible action regarding an expenditure of \$30,000.00 in the form of a matching grant for a National Fitness Campaign “Fitness Court,” which would be constructed on the Recreation Center grounds on the West side and toward the South perimeter, from Recreation Capital Outlay Account #84-845-5410.

Motion was made by Chitwood, second by Smith to approve an expenditure of \$30,000.00 in the form of a matching grant for a National Fitness Campaign “Fitness Court,” which would be constructed on the Recreation Center grounds on the West side and toward the South perimeter, from Recreation Capital Outlay Account #84-845-5410.

Long provided a short video to explain what this entails. She stated that after more discussion, it was agreed that this would serve the community better if it were placed on the East side of the Recreation Center property.

Chitwood and Smith then amended their motion and second to strike, “on the West side and toward Southern perimeter.” Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.

j. Discussion and possible action regarding hiring Angelique Cunningham to fill vacant dispatcher position at the Pryor Creek Police Department at Range D, Step 1 (annual wage - \$32,534.00) effective March 22nd, 2021. This position was left vacant by the resignation of Hannah Thompson.

Motion was made by Ketcher, second by Smith to approve hiring Angelique Cunningham to fill vacant dispatcher position at the Pryor Creek Police Department at Range D, Step 1 (annual wage - \$32,534.00) effective March 22nd, 2021. This position was left vacant by the resignation of Hannah Thompson. Voting yes: Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

k. Discussion and possible action regarding accepting the resignation of Stephanie Perry from dispatch position at the Pryor Creek Police Department, effective March 19th, 2021.

Motion was made by Chitwood, second by Smith to accept the resignation of Stephanie Perry from dispatch position at the Pryor Creek Police Department, effective March 19th, 2021. Chitwood thanked Perry for her service to the City. Voting yes: Nance, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

10. COMMITTEE REPORTS:

a. Budget and Personnel (Brakefield)

Brakefield had nothing to report other than that the Committee will meet on April 13th, 2021, at 5:30 p.m.

b. Ordinance and Insurance (Shropshire)

Shropshire had nothing to report at this time.

(/)



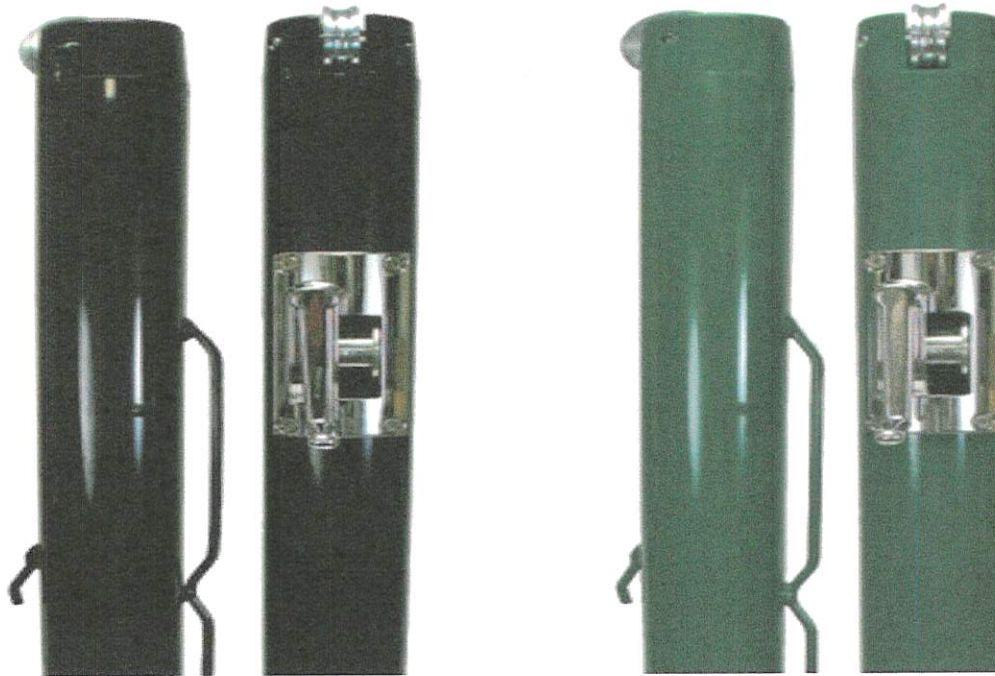
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Douglas 2-7/8" Premier XS Pickleball Net Posts (https://www.pickleballcourtsupply.com/Douglas-2-78-Premier-XS-Pickleball-Net-Posts-_p_2178.html)



Hover to zoom

(assets/images/douglas-industries/premierxspickleball.jpg)

Douglas 2-7/8" Premier XS Pickleball Net Posts



(assets/images/douglas-industries/premierxsblack.jpg) (assets/images/douglas-industries/premierxsblack.jpg) (assets/images/premierxsgreen.jpg)

(assets/images/douglas-industries/premierxsblack.jpg) (assets/images/douglas-industries/premierxsblack.jpg)

-
-

♡ ADD TO WISH LIST

✉ EMAIL A FRIEND

Douglas 2-7/8" Premier XS Pickleball Net Posts

Write a Review

Your Price: \$633.00

Retail Price:\$689.00

Your Savings:\$56.00(8%)

Douglas 2-7/8" Premier XS Pickleball Net Posts

Part Number: 63074-5-PKG

Availability: Up to an 8 week lead time  **FREE** SHIPPING

CHOOSE OPTIONS

Select Post Color Option *

Select Post Color Option ▾

Select Ground Sleeve Option

Select Ground Sleeve Option ▾

Select Center Tie-Down Option

Select Center Tie-Down Option ▾

Select Pickleball Net Option

Select Pickleball Net Option

Select Center Strap Option

Select Center Strap Option

▼ QUANTITY PRICING

Quantity	Price
6 - 11	\$614.01
12+	\$595.02

Quantity **1** + - 

Like

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- Description
- Installation Instructions

Description

Douglas 2-7/8" Premier XS Pickleball Net Posts

These Pickleball posts, are made of 2-7/8" o.d. round 8-gauge steel heavy duty posts with exceptional features and looks. With your choice of three gear materials, plated, brass, or stainless steel, as well as two colors to choose from, you can't go wrong with these pickleball net posts.

- 2-7/8" o.d. round 8ga. steel
- 36" above ground
- Complete with welded lacing rods
- Baked on polyester powder coated finish
- Die-cast zinc, caps and gear housing
- Jam-free cable tensioning hardware system with superior hardened gears and case
- Flush mounted, removable handle
- Easy-to-operate post with a 30 to 1 self-locking gear ratio
- Plated Gears, also available in stainless steel or brass
- Available in Black or Green,

Expert Service (Expert-Service_ep_55-1.html)

Name Brands (Name-Brands_ep_54-1.html)

Concrete Pickleball Court Surfacing (concrete-pickleball-court-surfacing.html)

Installation Instructions (Installation-Instructions_ep_41-1.html)

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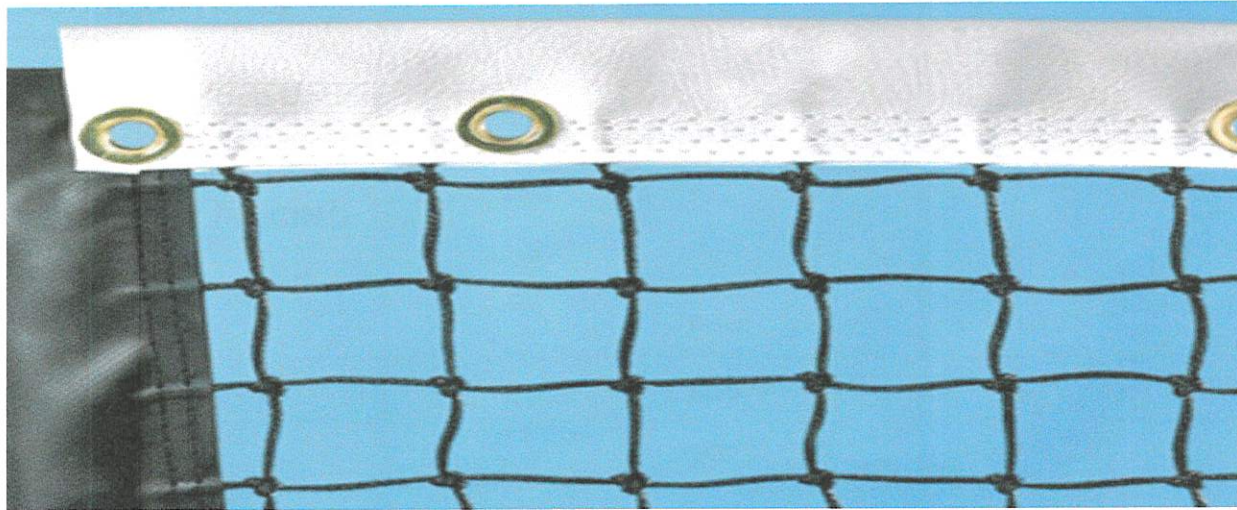
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inches-height-.html)



Conditions_ep_2-1.html)

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Quantity Discounts (Quantity-Discounts_ep_56-1.html)

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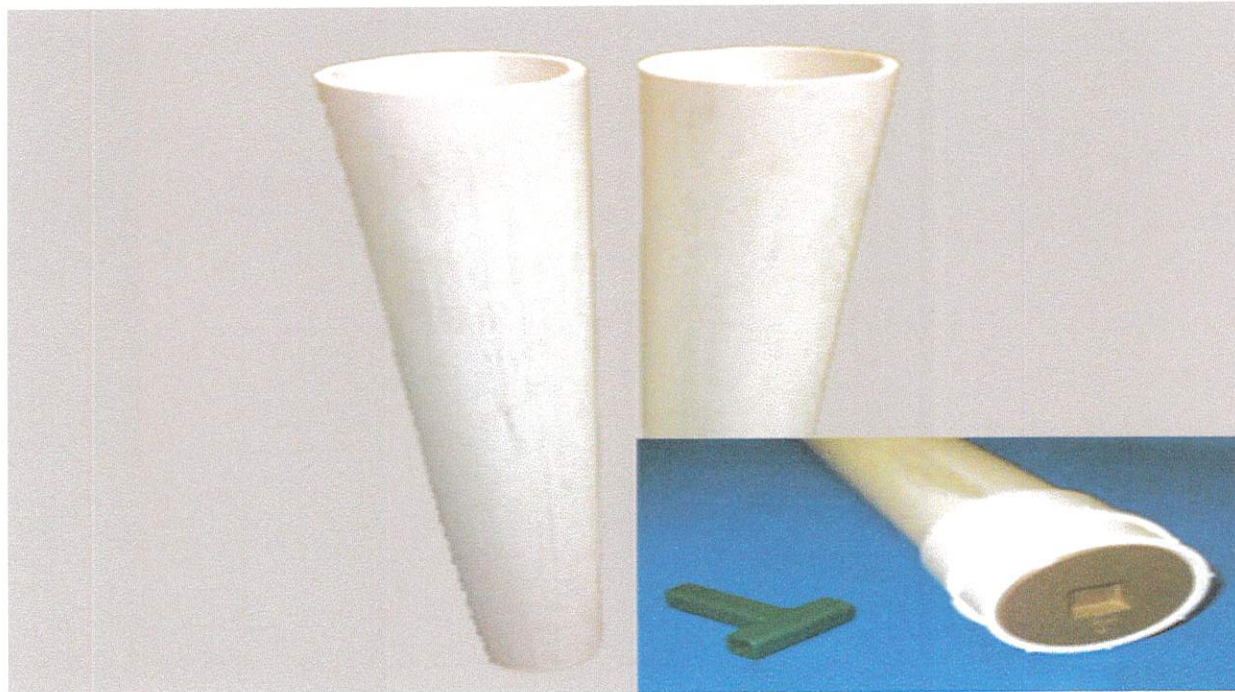
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Douglas PVC 24" Ground Sleeves For 2-7/8" Round Posts w/Brass Cap
(<https://www.pickleballcourtsupply.com/douglas-pvc-24-inches-ground-sleeves-for-2-7-8-inches-round-posts-with-brass-cap.html>)



Hover to zoom
(assets/images/Douglas-Industries/PVC%20with%20brass%20caps.jpg)
Douglas PVC 24" Ground Sleeves For 2-7/8" Round Posts w/Brass Cap

♡ ADD TO WISH LIST ✉ EMAIL A FRIEND

Douglas PVC 24" Ground Sleeves For 2-7/8" Round Posts w/Brass Cap

Write a Review

Your Price: \$119.00

Retail Price:\$129.00

Your Savings:\$10.00(8%)

Douglas PVC 24" Ground Sleeves For 2-7/8" Round Posts w/Brass Cap..

Part Number: 63162

Availability: Up to a one week lead time

∨ QUANTITY PRICING

Quantity	Price
6+	\$101.15

Quantity + - 🛒 Add to Cart

Like Share [Sign Up](#) to see what your friends like.

- Description
- Installation Instructions

Description

Douglas PVC 24" Ground Sleeves For 2-7/8" Round Posts w/Brass Cap

These 24" long PVC ground pole sleeves are for all 2-7/8" outside diameter round net posts. Comes with brass screw in caps and twist in/out tool.

- For All 2-7/8" outside diameter tennis posts
- 24" long
- PVC construction with brass screw in cap
- Sold per pair

Up To 10 Day Lead Time Required

Installation Instructions

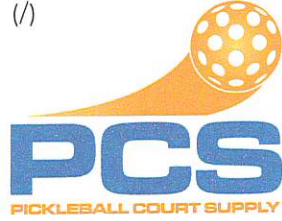
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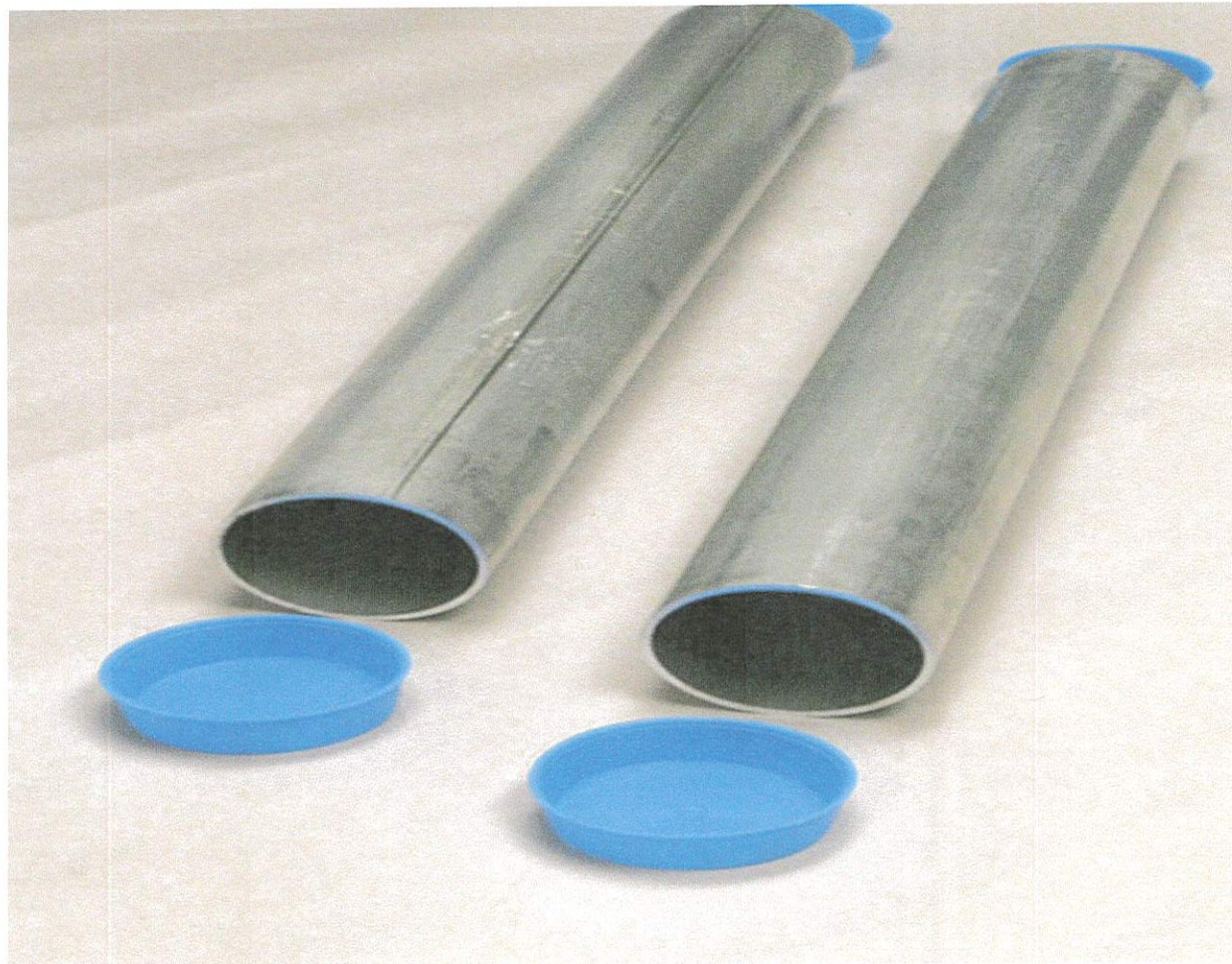
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[Douglas Aluminum 24" Ground Sleeves For 2-7/8" Round Posts \(Pair\)](#)
(<https://www.pickleballcourtsupply.com/douglas-aluminum-24-inches-ground-sleeves-for-2-7-8-inches-round-posts-pair.html>)



Hover to zoom
 (assets/images/douglas-industries/63171.jpg)
 Douglas Aluminum 24" Ground Sleeves For 2-7/8" Round Posts (Pair)

♡ ADD TO WISH LIST ✉ EMAIL A FRIEND

Douglas Aluminum 24" Ground Sleeves For 2-7/8" Round Posts (Pair)

Write a Review

Your Price: \$65.00

Retail Price:\$69.00

Your Savings:\$4.00(6%)

Douglas Aluminum 24" Ground Sleeves For 2-7/8" Round Posts (Pair)

Part Number: 63171

Availability: Up to a one week lead time

∨ **QUANTITY PRICING**

Quantity	Price
6+	\$61.75

Quantity + - 🛒 Add to Cart

Like Share [Sign Up](#) to see what your friends like.

- Description
- Specifications
- Installation Instructions

Description

Douglas Aluminum 24" Ground Sleeves For 2-7/8" Round Posts. For all 2-7/8" outside diameter tennis posts,and they will not rust .

- Aluminum construction
- 24" long ground sleeves for posts
- PVC end plugs included

- Aluminum post sleeves sold per pair

Specifications

Installation Instructions

RELATED PRODUCTS

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1.html\)](Shipping-Information_ep_53-1.html)

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Concrete Pickleball Court Surfacing (concrete-pickleball-court-surfacing.html)

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PickleballCentral

PickleballCentral Heavy-Duty Pickleball Net Posts

item #: HT102

\$589.99

☆☆☆☆ (0)

Drop Ships: Ships within 2-3 days of order date.

Color:

1

ADD TO CART



More payment options

NEED HELP?

Email Us

888-854-0163

Paddle Guide

Share Product:



ZOOM



DETAILS

SPECIFICATIONS

REVIEWS (0)

PickleballCentral Heavy-Duty Permanent Pickleball Net Posts

The PickleballCentral Heavy-Duty Pickleball Net Posts offer a long-lasting pickleball court setup and are designed to be set semi-permanently into the ground. These posts feature a removeable external crank-and-ratchet reel system for adjusting the tension of the net, and are intended for use with the [PickleballCentral Pickleball Net \(31" height\)](#) or the [PickleballCentral Pickleball Net \(36" height\)](#).

The PickleballCentral Heavy-Duty Net Posts boast 1/4" thick steel walls, a 2 7/8" diameter, and measure 54" tall. Included are two adjustable collars for securing the posts at the correct height. The net posts should rest no more than 1" above the net cord and maintain a height of about 3' above the court surface.

If you intend to remove the Heavy-Duty Net Posts on occasion, consider purchasing a set of [PVC Sleeves](#) specifically designed for use with the PickleballCentral Heavy-Duty Net Posts, which are installed during court construction and allow for easier removal.

IMPORTANT: We recommend reading through all installation instructions and checking final height and width measurements prior to permanent installation. The PickleballCentral Pickleball Net measures 21' 9" wide and net posts should be placed 22' 2 7/8" apart (center to center). This will make the distance the USAPA regulation of 22' measured from inside of post to inside of post. Do not install posts at 22 feet or net will not fit correctly. Pickleball Central cannot accept returns or refund due to improper installation. Net not included.

[CLICK HERE for information on installing posts.](#)

[CLICK HERE](#) for information on installing your permanent net.

SHIPPING: This item will drop ship directly from the manufacturer. Please refer to stated shipping timeframe above the Add To Cart button. You will receive a separate tracking number for this item. Ships via UPS. Shipments to Alaska & Hawaii are not eligible for free shipping. Please refer to our [shipping page](#) for more information.

RETURNS: A 10% restocking fee will be charged on all returned posts (this does not apply to posts returned due to defects or warranty issues).

Customer Reviews

PickleballCentral Heavy-Duty Pickleball Net Posts

Reviewer: Margaret Zimmerman from Bear Lake, MI United States

Installation went great with PVC sleeves that can be screw-capped closed when we remove the equipment for the winter months. Next year we may have to order another set and stripe a 2nd court!

WE ALSO RECOMMEND



☆☆☆☆☆ (13)

PickleballCentral
PickleballCentral Standard
Pickleball Posts With
Sleeves
\$409.99

For players who want a permanent pickleball court, the PickleballCentral Standard Pickleball Posts with Sleeves are designed for a long-lasting setup. Net not included.



☆☆☆☆☆

PickleballCentral
PVC Sleeves - Set Of 2 With
Caps (For Use With
PickleballCentral Heavy-
Duty Posts)
\$59.99

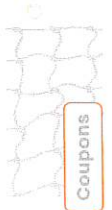
Set of two PVC Sleeves and caps that provide quick and easy net post removal during off-season or for court maintenance. Designed for use with the PickleballCentral Heavy-Duty Net Posts.



☆☆☆☆☆ (28)

PickleballCentral
PickleballCentral
Permanent Net (36" Height)
\$199.99

36" high permanent net features steel top cable and heavy-duty materials for long-lasting use. Designed for use with PickleballCentral Heavy-Duty and Standard Net Posts.



☆☆☆☆☆

PickleballCentral
Permanent Net
\$199.99

36" high net is underneath durable mat with the Pickleball Duty and Sta

FREE SHIPPING OVER \$69 | MOST PBC ORDERS SHIP FOR FREE

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HAWKINS FAMILY LIMITED PARTNERSHIP
PO BOX 342
PRYOR, OK 74362

DATE April 21, 2023

PAY TO THE ORDER OF Pryor Police Dept. \$ 3552.00
Three thousand five hundred fifty two and 00/100 DOLLARS

RCB BANK
MEMO Donation Equipment [Signature] MP
⑆103112594⑆ 00110490921⑆ 4296

4631

JJ FF INC
215 S MILL ST
PRYOR, OK 74361

DATE 4-25-23 81-87/829

PAY TO THE ORDER OF PRYOR POLICE DEPT. \$ 3,500.00
THREE THOUSAND FIVE HUNDRED 00 DOLLARS

FOR EB DIKE DONATION [Signature]

ARVEST BANK arvest.com

⑆004631⑆ ⑆082900872⑆ 0083592399⑆

1586

FRED TAYLOR ENTERPRISES INC.
INTERNATIONAL DIVISION
118 S MILL ST. PH. 918-825-0102
PRYOR, OK 74361-3697

DATE 4/25/2023 86-1259/1031

PAY TO THE ORDER OF PRYOR POLICE DEPT. \$ 3552.00
Three thousand five hundred fifty two and 00/100 DOLLARS

FOR EV Patrol Bike [Signature] MP

RCB BANK
CLAREMORE • PRYOR • OWASSO
COLLINSVILLE • INOLA • SKIATOOK
BROKEN ARROW • CATOOSA

⑆001586⑆ ⑆103112594⑆ 00009768341⑆



QUOTATION

Quote Number: 4497
 Quote Date: Apr 27, 2023
 Page: 1



Quoted To:
 Pryor Creek Police Department
 504 E Graham
 Pryor, OK 74361

Customer ID	Good Thru	Payment Terms
PRYO001	5/27/23	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
3.00	B-COMMANDOBLK17-14C	Item: Commando Power Bike-Black / 750W Hub Motor, Includes 48V 14.0 Ah Battery, 17" Frame.	2,795.00	8,385.00
3.00	A-LITSIRENKIT	Item: Light and Siren Kit, Basic Upfit/ (2) Front & Back Lights, Siren, Separate Rechargeable Battery, 600 LM White Center, 400 LM Color per Light	499.00	1,497.00
3.00	A-POLICEBAG	Item: Police Bag	69.00	207.00
3.00	S-ASSEMBLY-TESTING	Assembly, Testing and Shipping or Delivery of Bikes (Per Bike)	189.00	567.00
		GSA-47QSWA19D005W		

Subtotal	10,656.00
Sales Tax	
TOTAL	10,656.00

FOB: Fort Wayne, Indiana

Unless otherwise stated, freight charges are not included. If you'd like to place an order, please contact Becca Warren at admin@reconpowerbikes.com



Tramel, Kevin <tramelk@pryorcreek.org>

Fwd: Pryor Creek Police Department in Oklahoma

1 message

Jeremy Cantrell <cantrellj@pryorcreek.org>
To: Kevin Tramel <tramelk@pryorcreek.org>

Thu, Apr 27, 2023 at 2:15 PM

Sent from my iPhone

Begin forwarded message:

From: Denis Grishin <denis@electricspokesco.com>
Date: April 23, 2023 at 4:32:25 PM CDT
To: Jeremy Cantrell <grda139@gmail.com>
Subject: Re: Pryor Creek Police Department in Oklahoma

Please see video:

<https://youtu.be/WthITHPGQOM>

On Sat, Apr 22, 2023, 13:54 Denis Grishin <denis@electricspokesco.com> wrote:
Hello Jeremy.
Many thanks for your inquiry. Yes, we equip bikes with police lights and bags.

I would like to introduce to you 3 candidates.

1. **Bikonit Warthog MD 750 (\$4099).**
2. **Magnum Metro 750** or Metro 750 Sport edition (**\$2499 and \$2599**)
3. **Himiway Big Dog (\$1999)**

Pros and cons of bikes:

Bikonit Warthog MD 750:

Pros:

1. very powerful.
2. The LOOK is outstanding
3. 2 batteries 48 V 15 Ah (30Ah combined) are giving range 50+ miles in moderate use, 30 miles in power use

Cons:

1. The bike fits tall guys starting from 5ft 7in due to frame configuration and large ground clearance.
2. Drivetrain (especially chain) can be damaged in case of improper shifting. The rider must learn how to operate the bike correctly.

Here is the video of a bike like it that I made a year ago:

<https://youtu.be/WthITHPGQOM>

Magnum Metro 750:

Pros:

1. great bike for city rides, gravel trails.
2. Big battery 20 Ah, range compatible with Bikonit Warthog. Tires 26x2.4 have less resistance and weight vs 26x4.0.
3. Fits riders from 5ft 4in to 6ft 1in.
4. Step through frame makes it easier to mount/dismount the bike.

Cons:

1. Hub drive motors by default have less torque vs mid drives, as a result lower performance off road.

Himiway big dog:

Pros:

1. Fits height ranges from 5ft 1in to 6ft 2in
2. small wheels 20x4.0 provide better torque vs 26x2.4 on Magnum and better grip on off road conditions.
3. Low step provides easier mount/dismount.

Cons:

1. Smallest range of all 3 bikes due to fat tires. Battery 20Ah.
2. Hub drive motors by default have less torque vs mid drives, as a result lower performance off road.

Bicycle will be equipped with:

1. [Alerte TrailblazerIV system](#) with a powerful siren, head,tail and side lights and a spare battery **(\$854)**.
2. Police bag with "POLICE" velcros **(\$60)**
3. (Optional) Car rack [Kuat NV 2.0 rack](#) - the best rack for heavy ebikes, can carry 2 bikes. **(\$850)**

Assembly fee : **\$300** per bike. I have to modify the head mount of the Alerte unit and reinforce it with additional elements. The stock version does not hold well on the handlebar due to its weight.
First year we provide **free maintenance** on the ebike (you will pay for parts only). 2nd year and further \$120 per bike annual maintenance.

I put additional batteries and chargers into the invoices which are not necessary.

[Invoice for Bikonit](#)

[Invoice for Magnum Metro 750 Sport](#)

[Invoice for Himiway Big Dog](#)

On Sat, Apr 22, 2023 at 10:27 AM Jeremy Cantrell <grda139@gmail.com> wrote:

This is Jeremy Cantrell with Pryor Creek Police Department. Does your company offer Police E Bikes? If so can I get an estimate? Thanks!

Sent from my iPhone

--

Regards.
Denis Grishin, Technical Guru
800-895-9049



YouTube: [Denis Bike Mechanic](#)

Voltaire Cycles Verona
400 Bloomfield Avenue
Verona, NJ 07044
www.voltairecyclesverona.com

1:52

◀ Mail

400 Bloomfield Avenue, Verona, NJ 07044
 (800) 895-9049 |
 DENTS@ELECTRICSPOKES.CO.COM |

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Exclusively Electric



BIKONIT
BIKONIT WARTHOG MD
 750

\$4,099.00 USD

From \$142.09/mo or 0% APR with [shop Pay](#) [View sample plans](#)










Title

- Matt Black**
- Sand Yellow
- Matt Grey

[Chat with us](#)

AA [oltairecyclesverona.com](https://www.voltairecyclesverona.com)



	1 Bikonit Warthog MD 750 Matt Black	\$4,099.00
	1 Rear rack	\$79.00
	2 Bikonit Spare battery	\$1,398.00
	1 extra charger 5A	\$99.00
	1 Police bag	\$60.00
	1 Alerte TrailblazerIV system with a powerful siren, head, tail and side lights and a spare battery	\$854.00
	1 Asembly fee	\$300.00
	1 Mirrycle Bicycle Handlebar Mirror	\$21.95
	2 Muc-Off No Puncture Hassle Inner Tube Sealant - 300ml Bottle	\$26.44
Subtotal		\$6,937.39
Shipping		Calculated at next step
Total		USD \$6,937.39



SAMSON

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The eNFORCER 4" is a powerful Fat Tire eBike designed to handle all types of terrain. Using a 750 watt rear hub motor, five levels of pedal assist and throttle control, the eNFORCER provides variable speeds up to 28 mph. The rear hub design allows the bike to operate by throttle in the event of a chain failure. A Shimano Deore rear derailleur with 10 speeds and a Samsung cell battery provide a range of up to 50 miles. The color LCD display gives you instant access to all the information you need. Rockshox Bluto front forks absorb impact and provide superior handling. Hydraulic 203mm brakes provide the stopping power.

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**INVOICE****BILL TO**

Eva Smith
 City of Pryor Creek
 12 N. Rowe St.
 Pryor Creek, OK 74362

INVOICE # 3281**DATE** 04/20/2023**DUE DATE** 04/20/2023**TERMS** Due on receipt

PRODUCT OR SERVICE	QTY	RATE	AMOUNT
City of Pryor Creek,			0.00
Laserfiche Renewal Support & Maintenance Assurance for Period	1	0.00	0.00
Laserfiche Renewal Support & Maintenance Assurance for Period 04/20/2023- 04/20/2024			
JENFB10-49FB	12	710.00	8,520.00
Laserfiche Annual Subscription			

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\$8,520.00