

**MINUTES  
CITY COUNCIL MEETING  
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING  
CITY OF PRYOR CREEK, OKLAHOMA  
TUESDAY, MAY 16<sup>TH</sup>, 2023 AT 6:00 P.M.**

The City Council of the City of Pryor Creek, Oklahoma met in regular session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors and the City website at [www.pryorcreek.org](http://www.pryorcreek.org). Notice was also emailed to The Paper newspaper and emailed to the Council members.

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

Mayor Doyle called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Chris Gonthier. Roll Call was conducted by City Clerk Courtney Davis. Council members present included Terry Lamar, Choya Shropshire, Dennis Nance, Travis Mileur, Randy Chitwood, Charles Tramel, Chris Gonthier and Bruce Smith. Members absent: none.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Police Chief Jeremy Cantrell, Park Superintendent Frank Powell, Street Superintendent Buddy Glenn, Golf Superintendent Dennis Bowman, Emergency Management Director Johnny Janzen, Library Director Cari Rerat and Recreation Center Director Mike Moore.

Others present: Steve Powell, Jared Crisp, Kevin Tramel, Justin Couch, Adam Anderson, Lori Ballew, Nena Roberts, Bill Tackett, Steve Garrett, Paige Lamar, Kemmie Shropshire, Autumn Graybill, Gilbert Graybill, Angela Smith, Justin Gonthier, John Sticka, Sue Sticka, Jeanette Anderson, Janice Bell and Marshel Morrison.

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

- a. Nena Roberts read an email sent to the Mayor and Council members addressing issues at the community building and requesting a remodel.

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

**a. Building Inspector**

Young absent, report given by Mayor Doyle. Young reported that they have performed requested inspections and assisted with permitting questions. He has also been investigating unpermitted work sites and reviewing plans for work permits.

**b. Emergency Management**

Janzen reported that severe weather is reduced due to the La Nina effect ending this summer. He reported that they have been going through emergency plans with plants in the Industrial Park and they plan to continue these reviews into the next week.

**c. Fire**

No report.

**d. Golf**

Bowman reported that April and the beginning of May have been busy for the Golf Course. The Cinco de Mayo tournament was a big success, with 11 different celebrities coming out to participate.

Upcoming tournaments include a charity tournament hosted by Coleman Proctor on May 25<sup>th</sup>. Another tournament will be hosted by the Pryor Quarterback Club June 10<sup>th</sup>, and the next is the Pryor Chamber of Commerce tournament June 16<sup>th</sup>. Flyers for these events are coming soon.

**e. Library**

Rerat reported that numbers are up significantly due to being in the Graham building last year. Door counts are not working properly, currently working on getting them repaired.

Summer reading programs accepting registrations starting May 22<sup>nd</sup> with programs available for all ages. The Police Department has donated an old oath log recording all City officials sworn in from 1908-1909, and they are working on digitizing this to preserve City history. Hotspots have arrived and are waiting for Council approval on policy.

#### **f. Parks / Cemetery**

Powell reported that the cemetery has received a donation of stones and trees from the community to memorialize loved ones and have been placed between Whitaker and Centennial. May is busy cleaning up and preparing for Memorial Day. Skate park is in the works with some outside funding, and he will update as this project progresses.

#### **g. Police / Animal Shelter**

Cantrell reported Animal Shelter statistics, there are 107 total animals currently in the Animal Shelter. Still considering outcomes on tabled agenda item from the last council meeting. Regarding code enforcement, Cantrell reported that they have Humphrey working to keep procedures moving. They are dealing with a lot of high grass and are in the process of resolving issues with four dilapidated structures.

Cantrell reported that many of their law enforcement statistics have remained flat in the past two weeks, but there has been an increase in traffic stops, and animal calls have doubled. Officers assisted with security for the Bradford 5k, and Reservation Dogs paid for officers to provide security at their filming. A trespassing call on May 5<sup>th</sup> resulted in two arrests.

The old Police Department is almost done with cleaning, and the roof on the new building is not leaking. Saturday night a coupling on a sprinkler poured water into the building, but the Fire Department was able to shut off the water and Burggraf Restoration was able to clean up the area. The sprinkler company will be covering any damage.

New equipment for the units is in, and Cantrell presented one of the new bikes. The bikes will be used for PR events and patrolling side streets. He is currently working on a plan for cleaning the new Police Department. Some companies were asked to bid but declined, he was able to get an estimate from Buffy's Cleaning.

#### **h. Recreation Center**

Moore reported that the HVAC issue has been the main focus. More issues have been discovered, a unit in the Boy's and Girl's Club room is down and the ductwork in the pool room is spitting insulation. Requested to table agenda item related to the HVAC until he is able to get further research done. There are two open positions right now. He reported 105 new members, 81% retention from last month.

#### **i. Street**

Glenn reported that the Street Department has finished spraying alleys, and they are still working on grating. Ran the sweeper a few days this week and will continue to do so when possible. Progress made mowing drainage ditches but some do need a closer look to get cleared out. Recent storms have damaged some trees but they are working to get them cleaned and trimmed. Truck is continuing to have problems, and they are replacing the motor again at the expense of the Street Department. Glenn is hopeful the new dump trucks will be ready by June. There are some issues with leaves and mowed grass collecting in ditches and blocking drainage, but most are flowing well.

#### **j. City Clerk**

Davis presented proposals received for the independent construction audit.

### **4. MAYOR'S REPORT:**

#### **a. Presentation of City of Pryor Creek 2021-2022 Audit by Violet Kirkendall.**

Violet Kirkendall presented a summary of the audit recently conducted. (Scrivener's error: Agenda read "2022-2023")

#### **b. Notification of road closures for one-day filming of Reservation Dogs today, May 16<sup>th</sup>, 2023 from 2:00 p.m. until 8:30 p.m. around the area of Pete's Drive-in, specifically: NE 1<sup>st</sup> Street, East of N. Elliott Street, on the West side of Pete's; NE 1<sup>st</sup> Street, East of Pete's, between Indianola and Orphan Streets; N. Indianola Street, just South of NE 2<sup>nd</sup> Street; N. Indianola Street, just North of Highway 20.**

Mayor Doyle reported that the area surrounding Pete's Drive-in would remain closed until at least 9:00 p.m.

#### **c. Discussion and possible action regarding Economic Development Trust Authority to provide funding and request donations for a 2023 Fireworks show.**

Motion was made by Shropshire, second by Gonthier to approve the Economic Development Trust Authority to provide funding and request donations for a 2023 Fireworks show. Mayor Doyle read a letter from the EDTA encouraging the Council to accept the proposal and explaining that they do expect several donations to cover the cost of the firework show. Anderson stated they are designing flyers and discussing donations. Voting yes: Lamar, Shropshire, Nance, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

**d. Discussion and possible action regarding taking legal action against the Grocery Alliance and James Bloom. Closing date for land purchase was previously stated to be May 8<sup>th</sup>, 2023.**

Motion was made by Gonthier, second by Smith to approve taking legal action against the Grocery Alliance and James Bloom. Closing date for land purchase was previously stated to be May 8<sup>th</sup>, 2023. City Attorney explained his plan for the lawsuit and reported that according to Hayes, Bloom's money is currently in other countries. Voting yes: Shropshire, Nance, Mileur, Chitwood, Tramel, Gonthier, Smith and Lamar. Voting no: none.

**e. Discussion and possible action regarding adoption of a Resolution agreeing to become a party to the Interlocal Agreement establishing the Oklahoma Municipal Natural Gas Coalition.**

Motion was made by Shropshire, second by Chitwood to adopt Resolution #2023-4 agreeing to become a party to the Interlocal Agreement establishing the Oklahoma Municipal Natural Gas Coalition. Voting yes: Nance, Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

Recess from 7:29 p.m. to 7:34 p.m.

**f. Discussion concerning report from the Mayor of receipt of offer to purchase City property identified as approximately 6 acres described as the West 396 feet of the NW1/4 of the SE1/4 of the NW1/4, section 9, Township 21 North, Range 20 East, Mayes County.**

No action, discussion only. One realtor informally valued the property at \$60,000.00-\$70,000.00.

**g. Discussion and possible action regarding the recommendation to appoint Joe Barnts to fill the vacant seat #7 on the Planning and Zoning Commission, term ending 9/30/25. Joe is currently serving as an alternate in seat #6.**

Motion was made by Gonthier, second by Chitwood to approve appointing Joe Barnts to fill the vacant seat #7 on the Planning and Zoning Commission, term ending 9/30/25. Joe is currently serving as an alternate in seat #6. Gonthier and Chitwood then amended their motion and second to table this appointment until a resume is provided. Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Nance. Voting no: none.

**5. CITY ATTORNEY'S REPORT:**

**a. Discussion regarding Open Meeting Act and quorum rules.**

No action, discussion only. Ritchie provided a handout of the rules and discussed the importance of adhering to the Open Meeting Act.

Mayor moved to the Addendum.

**ADDENDUM  
CITY COUNCIL MEETING  
TUESDAY, MAY 16<sup>TH</sup>, 2023 AT 6:00 P.M.**

**1. Discussion and possible action regarding appointment of Budget & Personnel Committee members as follows: Dennis Nance, Chairman; Charles Tramel, Travis Mileur and alternate Choya Shropshire.**

**(Scrivener's error: Chairman and alternate should be determined by committee)**

Motion was made by Smith, second by Chitwood to approve the appointment of Budget & Personnel Committee members as follows: Dennis Nance, Charles Tramel, Travis Mileur and Choya Shropshire. Voting yes: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire, Nance and Mileur. Voting no: none.

**2. Discussion and possible action regarding appointment of Ordinance & Insurance Committee members as follows: Chris Gonthier, Chairman; Choya Shropshire, Randy Chitwood and alternate Charles Tramel.**

**(Scrivener's error: Chairman and alternate should be determined by committee)**

Motion was made by Shropshire, second by Nance to approve the appointment of Ordinance & Insurance Committee members as follows: Chris Gonthier, Choya Shropshire, Randy Chitwood and Charles Tramel. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Nance, Mileur and Chitwood. Voting no: none.

**3. Discussion and possible action regarding appointment of Street Committee members as follows: Terry Lamar, Chairman; Bruce Smith, Travis Mileur and alternate Randy Chitwood.**

**(Scrivener's error: Chairman and alternate should be determined by committee)**

Motion was made by Smith, second by Gonthier to approve the appointment of Street Committee members as follows: Terry Lamar, Bruce Smith, Travis Mileur and Randy Chitwood. Voting yes: Gonthier, Smith, Lamar, Shropshire, Nance, Mileur, Chitwood and Tramel. Voting no: none.

**4. Discussion and possible action regarding nomination of Dennis Nance as Council President, per City Charter Article III, Section 14.**

Motion was made by Shropshire, second by Mileur to approve nomination of Dennis Nance as Council President, per City Charter Article III, Section 14. Floor was then opened up for other nominations. Motion was made by Smith, second by Tramel to nominate Terry Lamar as Council President. Votes were as follows: Smith: Lamar; Lamar: abstained; Shropshire: abstained.; Nance: abstained; Mileur: Nance; Chitwood: Lamar; Tramel: Lamar; Gonthier: Nance. Lamar approved as Council President.

**5. Discussion and possible action regarding appointment of Tim Mills as Abatement Hearing Officer for the City of Pryor Creek, Oklahoma as defined by City Charter, Title 1, Chapter 5A, Section 1-5A-3. This fills the Abatement Hearing Officer vacated by Zac Doyle.**

Motion was made by Shropshire, second by Nance to approve the appointment of Tim Mills as Abatement Hearing Officer for the City of Pryor Creek, Oklahoma as defined by City Charter, Title 1, Chapter 5A, Section 1-5A-3. This fills the Abatement Hearing Officer vacated by Zac Doyle.

Recess from 8:10 p.m.-8:12 p.m. to obtain copies of the resume.

Voting yes: Lamar, Shropshire, Nance, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

**6. Discussion and possible action regarding Payment Application #4 to Envision Civil Contractors, LLC for 2022 Whitaker Park Tennis Facility Parking Improvement Project PRY 21-07 retainer in the amount of \$5,656.13 from Parks Capital Outlay Account #44-445-5415.**

Motion was made by Chitwood, second by Mileur to approve Payment Application #4 to Envision Civil Contractors, LLC for 2022 Whitaker Park Tennis Facility Parking Improvement Project PRY 21-07 retainer in the amount of \$5,656.13 from Parks Capital Outlay Account #44-445-5415. Voting yes: Shropshire, Nance, Mileur, Chitwood, Tramel, Gonthier, Smith and Lamar. Voting no: none.

Mayor moved back to the regular agenda.

**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 May 2<sup>nd</sup>, 2023 Council meeting.
- b. Approve payroll purchase orders through May 26<sup>th</sup>, 2023.
- c. Approve claims for purchase orders through May 16<sup>th</sup>, 2023.

| <u>FUNDS</u>          | <u>PURCHASE ORDER NUMBER</u> | <u>TOTALS</u>     |
|-----------------------|------------------------------|-------------------|
| GENERAL               | 2220222844 - 2220222907      | 99,287.49         |
| STREET & DRAINAGE     | 2220222907 - 2220222866      | 17,168.27         |
| GOLF COURSE           | 2220222915 - 911301B         | 12,947.62         |
| CAPITAL OUTLAY        | 2220222925 - 911349B         | 36,681.90         |
| REAL PROPERTY ACQUIS. | 2220222837                   | 450.00            |
| RECREATION CENTER     | 2220222891 - 2220222876      | 10,005.17         |
| <b>TOTAL</b>          |                              | <b>176,540.45</b> |
| <u>NO BLANKETS</u>    |                              |                   |

- d. Acknowledge receipt of deficient purchase orders.
- e. Approve March 2023 Appropriation Requests.
- f. Discussion and possible action regarding hiring Robert Morgan as Recreation Center custodian / maintenance, effective May 17<sup>th</sup>, 2023 at Range A, Step 1 (annual wage - \$31,200.00). This position was left vacant by the resignation of Rickie Raffe.
- g. Discussion and possible action authorizing Recreation Center Director to seek bids to replace the HVAC unit and ductwork in the Group Fitness Room, anticipating an approximate cost of around \$40,000 for both, from Recreation Repair & Maintenance Account #84-845-5091.
- h. Discussion and possible action authorizing Recreation Center Director to seek bids for the Exhaust System in the pool storage rooms from Recreation Repair & Maintenance Account #84-845-5091.
- i. Discussion and possible action regarding nomination of Karen Cook to Recreation Board, Seat #4, term ending 8/31/25. This seat was left vacant by the resignation of Jeremy Cantrell.
- j. Discussion and possible action regarding recommendation by the Economic Development Trust Authority that Fund 68, created by Proposition No. 1 on the March 5<sup>th</sup>, 2019 ballot, be utilized to fund a portion of the alleyway surfacing project as proposed in the 2023 Street Rehabilitation Project Plan.

- k. Discussion and possible action to equip a 2022 Chevy Traverse (detective vehicle) with lights, siren and radio. Equipment cost is \$6,158.47 and installation labor cost is \$1,800.00, for a total of \$7,958.47. \$2,619.00 from Account # 96-965-5528 and \$5,339.47 from Police Drug Forfeitures 2020 Donations Account #96-965-5555.
- l. Discussion and possible action to equip a 2021 Chevy Tahoe (Chief's vehicle) with lights, siren, gun mounts and radio. Equipment cost is \$8,491.55, and installation labor cost is \$2,000.00, for a total of \$10,491.55 from Police Drug Forfeitures 2020 Donations Account #96-965-5555.
- m. Discussion and possible action to equip a 2018 Ford Explorer (SRO vehicle) with lights and siren. Equipment cost is \$7,347.00 and installation labor cost is \$1,800.00, for a total of \$9,147.00 from Police Repair and Maintenance Account #02-215-5091.
- n. Discussion and possible action regarding a contract with Buffy's House Cleaning to clean the new Police Department twice weekly at a cost of \$400.00 per week from Police Repair & Maintenance Account #02-215-5091. Three other companies were asked to bid but declined.
- o. Discussion and possible action regarding creating a new position for Records Clerk at the Pryor Creek Police Department and approval of new job description.
- p. Discussion and possible action regarding promotion of Natalie Maher from Dispatcher to Police Records Clerk at Range U, Step 2 (annual wage - \$41,526.00).
- q. Discussion and possible action regarding taking applications for new dispatch position at the Pryor Creek Police Department.
- r. Discussion and possible action regarding promotion of Haley Bogle to Dispatch Supervisor at the Pryor Creek Police Department at Range U, Step 2 (annual wage - \$41,526.00).
- s. Discussion and possible action regarding Payment Application #3 to Envision Civil Contractors, LLC for 2022 Whitaker Park Tennis Facility Parking Improvement Project PRY21-07 in the amount of \$15,990.00 originally to be paid from Parks Capital Outlay Account #44-445-5415. This will not be paid from that account. Payment will come from Park Outside Services Account #02-219-5075 in the amount of \$10,000.00 and Park Repair and Maintenance Account #02-219-5091 in the amount of \$5,990.00.
- t. 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 #05-501-5401 in the amount of \$25,847.88 and the remainder from Police Technology Account #02-215-5260 in the amount of \$8,389.57.
- u. Discussion and possible action regarding an expenditure in the amount of \$2,862.76 to the Municipal Utility Board for traffic signal repairs from Street Repair & Maintenance Account #14-145-5342.
- v. Discussion and possible action to authorize Mayor to sign Municipal Finance Agreement with Canon for two new copiers at the Thomas J. Harrison Pryor Public Library at State contract pricing. The lease agreement is for \$216.00 per month (a savings of \$79.00 per month over the previous lease agreement) and will be paid out of Library Office Supplies Account #02-221-5033.
- w. Discussion and possible action to authorize Mayor to sign Maintenance Service Agreement with Lakeland Office Systems, Inc. This agreement includes monthly overages charges for copiers that average \$50.00 per month and will be paid at State contract pricing out of Library Office Supplies Account #02-221-5033.
- x. Discussion and possible action regarding an expenditure in the amount of \$10,440.00 to UpCurve Cloud for the GSuite Basic Annual License subscription from May 12<sup>th</sup>, 2023 – May 11<sup>th</sup>, 2024, from General Software Account #02-201-5260.

Motion was made by Nance, second by Gonthier to approve items a - x, less items a, c, g and s. (Scrivener's error: item j should read "Proposition 2".) Voting yes: Nance, Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

**a. Approve minutes of the May 2<sup>nd</sup>, 2023 Council meeting.**

Motion was made by Chitwood, second by Shropshire to approve minutes of the May 2<sup>nd</sup>, 2023 Council meeting. Voting yes: Mileur, Tramel, Gonthier, Smith, Lamar, Shropshire and Nance. Abstaining, counting as a no vote: Chitwood. Voting no: none.

**c. Approve claims for purchase orders through May 16<sup>th</sup>, 2023.**

Motion was made by Chitwood, seconded by Nance to approve claims for purchase orders through May 16<sup>th</sup>, 2023 except for those from Mayes County Abstract related to the Grocery Alliance and James Bloom pending potential legal action. Voting yes: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire, Nance and Mileur. Voting no: none.

**g. Discussion and possible action authorizing Recreation Center Director to seek bids to replace the HVAC unit and ductwork in the Group Fitness Room, anticipating an approximate cost of around \$40,000 for both, from Recreation Repair & Maintenance Account #84-845-5091.**

Motion was made by Gonthier, second by Shropshire to take no action authorizing Recreation Center Director to seek bids to replace the HVAC unit and ductwork in the Group Fitness Room, anticipating an approximate cost of around \$40,000 for both, from Recreation Repair & Maintenance Account #84-845-5091. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Nance, Mileur and Chitwood. Voting no: none.

**s. Discussion and possible action regarding Payment Application #3 to Envision Civil Contractors, LLC for 2022 Whitaker Park Tennis Facility Parking Improvement Project PRY21-07 in the amount of \$15,990.00 originally to be paid from Parks Capital Outlay Account #44-445-5415. This will not be paid from that account. Payment will come from Park Outside Services Account #02-219-5075 in the amount of \$10,000.00 and Park Repair and Maintenance Account #02-219-5091 in the amount of \$5,990.00.**

Motion was made by Chitwood, second by Tramel to approve Payment Application #3 to Envision Civil Contractors, LLC for 2022 Whitaker Park Tennis Facility Parking Improvement Project PRY21-07 in the amount of \$15,990.00 originally to be paid from Parks Capital Outlay Account #44-445-5415. This will not be paid from that account. Payment will come from Park Outside Services Account #02-219-5075 in the amount of \$10,000.00 and Park Repair and Maintenance Account #02-219-5091 in the amount of \$5,990.00. Voting yes: Gonthier, Smith, Shropshire, Nance, Mileur and Chitwood. Voting no: Lamar and Tramel.

**7. COMMITTEE REPORTS:**

**a. Budget and Personnel**

Shropshire reported that the Budget and Personnel Committee will meet on June 13<sup>th</sup>, 2023.

**b. Ordinance and Insurance**

Shropshire reported that a meeting time has not been posted yet, but it should be on May 25<sup>th</sup>.

**c. Street**

Lamar reported that the regularly scheduled meeting will be at the end of the month.

**8. UNFORESEEABLE BUSINESS.** (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)  
No unforeseeable business.

**9. ADJOURN.**

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

**PRYOR PUBLIC WORKS AUTHORITY**

**1. CALL TO ORDER.**

Meeting was called to order at 8:45 p.m.

**2. APPROVE MINUTES OF MAY 2<sup>ND</sup>, 2023 MEETING.**

Motion was made by Chitwood, second by Gonthier to approve the minutes of the May 2<sup>nd</sup>, 2023 meeting. Voting yes: Lamar, Shropshire, Nance, Mileur, Tramel, Gonthier and Smith. Abstaining, counting as a no vote: Chitwood. 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 Nance, second by Chitwood to adjourn. Voting yes: Shropshire, Nance, Mileur, Chitwood, Tramel, Gonthier, Smith and Lamar. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN ZAC DOYLE

MINUTES WRITTEN BY CITY CLERK / P.P.W.A SECRETARY COURTNEY DAVIS

# Higley Consulting

Development Services

3519 W Willow Park Cir  
Stillwater, OK 74074  
405 880-5258  
[craig@higleyconsulting.com](mailto:craig@higleyconsulting.com)

**Bill To:**

City of Pryor  
12 North Rowe Street  
Pryor, OK 74361

# INVOICE

Date: 4/27/2023  
Invoice #: 042723 W530  
For: Services

For: Inspections  
P.O. #:  
Work order #: N/A

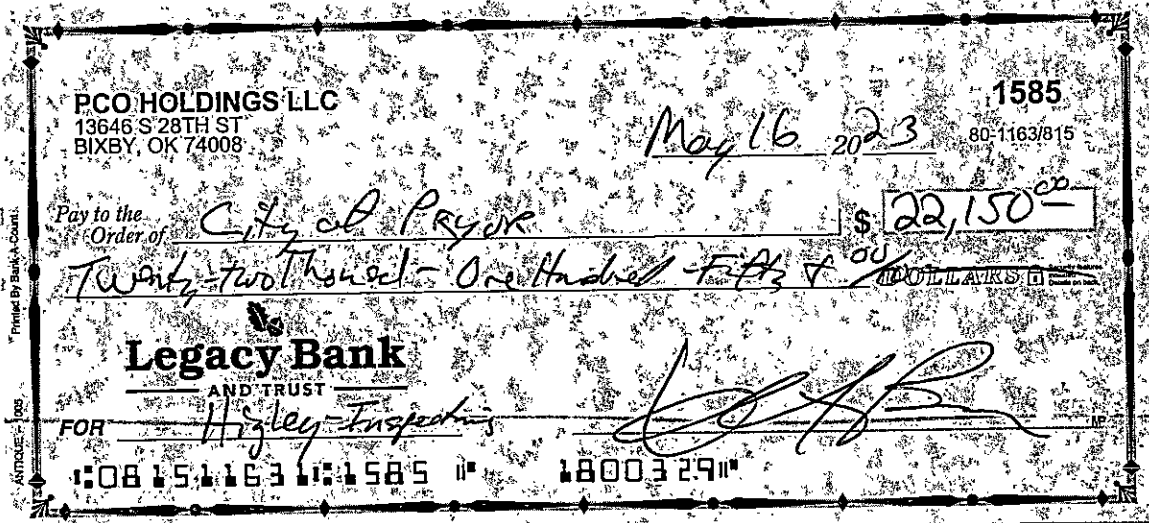
Contact: Sheryl Laue  
Deputy Clerk

*203 - 5080*

| Description of Services  | Amount  |
|--|---|
| <p>Services</p> <p style="text-align: center;">Inspections                      Per fee schedule</p> <p style="text-align: center;">West 530 Apartments<br/>PCO Holdings LLC<br/>320 South Boston Ave #200<br/>Tulsa OK 74103<br/>918-510-2650<br/>Keith Burdick</p> | <p style="text-align: right;">\$                      22,150.00</p> |
| <b>TOTAL:</b>  | <b>\$                      22,150.00</b>                            |

Make check payable to **Higley Consulting**

If you have any questions concerning this invoice, please contact Craig Higley



City of Pryor Creek  
 P O Box 1167  
 Pryor OK 74362

918-825-0888

Receipt No: 3.082804

May 16, 2023

PCO HOLDINGS LLC

|                       |           |
|-----------------------|-----------|
| Previous Balance:     | .00       |
| General               |           |
| MISCELLANEOUS GENERAL | 22,150.00 |

|        |           |
|--------|-----------|
| Total: | 22,150.00 |
|--------|-----------|

|                |           |
|----------------|-----------|
| Check-Gen      |           |
| Check No: 1585 | 22,150.00 |

|                  |           |
|------------------|-----------|
| Payor:           |           |
| PCO HOLDINGS LLC |           |
| Total Applied:   | 22,150.00 |

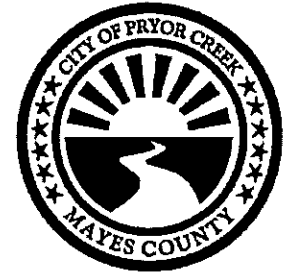
|                  |     |
|------------------|-----|
| Change Tendered: | .00 |
|------------------|-----|

05/16/2023 10:17 AM



**City of Pryor Creek**

12 N Rowe St  
Pryor, OK 74361 US  
918-825-1679  
laues@pryorcreek.org



**INVOICE**

BILL TO  
West 530 Apartments (PCO Holdings LLC)  
320 South Boston Avenue #200  
Tulsa, OK 74103

INVOICE 1347  
DATE 05/02/2023  
TERMS Net 30  
DUE DATE 06/01/2023

| DATE       | ACTIVITY    | DESCRIPTION  | QTY | RATE      | AMOUNT    |
|------------|-------------|--|-----|-----------|-----------|
| 04/27/2023 | Inspections | Inspections per fee schedule from<br>Higley Consulting Development<br>Services 3519 W Willow Park Circle<br>Stillwater, OK 74074 | 1   | 22,150.00 | 22,150.00 |

BALANCE DUE

**\$22,150.00**

*mailed 5/2/2023*

**b. Progress report for the Police and Fire Emergency Services Center and Library Addition from CMSWillowbrook.**

Gary Rosebrough and Brenna Wells spoke regarding the Police and Fire Emergency Services Center and Library Addition. The Police and Fire Emergency Services Center is as on-schedule as it can be, due to the bad weather we have had. The Library Addition is on hold, awaiting some information on pricing from those who provide it. They should have that pricing tomorrow, and they will get back on it as soon as they can. Once they are able to move forward, they will have to wait on the arrival of the steel they need to order.

**c. Discussion and possible action regarding CMSWillowbrook Inc. Change Order #3 – Remove & Replace Library Ceilings, in the amount of \$108,960.07.**

Motion was made by Shropshire, second by Chitwood to approve CMSWillowbrook Inc. Change Order #3 – Remove & Replace Library Ceilings, in the amount of \$108,960.07. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Siever. Voting no: none.

**d. Discussion and possible action regarding removing from the table Item 4.b. from the November 2<sup>nd</sup>, 2021 City Council meeting.**

Motion was made by Smith, second by Brakefield to remove from the table Item 4.b. from the November 2<sup>nd</sup>, 2021 City Council meeting. Voting yes: Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Siever, Ketcher. Voting no: none.

**e. Discussion and possible action regarding award of 50% (\$409,523.06) of the \$819,046.12 ARPA funding to Municipal Utility Board for water and sewer infrastructure pursuant to ARPA guidelines.**

Motion was made by Chitwood, second by Shropshire to approve award of 50% (\$409,523.06) of the \$819,046.12 ARPA funding to Municipal Utility Board for water and sewer infrastructure pursuant to ARPA guidelines. Voting yes: Nance, Smith, Chitwood, Brakefield, Tramel, Siever, Ketcher, Shropshire. Voting no: none.

**5. CITY ATTORNEY’S REPORT:**

**a. Update from Bond Counsel.**

Mr. Ritchie reported that after the resolution was passed for the additional bond amount of \$3,130,000.00 not to exceed an interest rate of 2.9%, RCB Bank won the bid, coming in at 2.339%. The anticipated closing date is March 9<sup>th</sup>, 2022, with a maturity date of January 1<sup>st</sup>, 2035.

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

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

- a. Approve minutes of the February 15<sup>th</sup>, 2022 Council meeting.
- b. Approve payroll purchase orders through March 4<sup>th</sup>, 2022.
- c. Approve claims for purchase orders through March 1<sup>st</sup>, 2022.

| <u>FUNDS</u>            | <u>PURCHASE ORDER NUMBER</u> | <u>TOTALS</u>     |
|-------------------------|------------------------------|-------------------|
| GENERAL                 | 2120211952 - 2120211955      | 60,926.15         |
| STREET & DRAINAGE       | 2120211955 - 2120211922      | 12,434.61         |
| GOLF COURSE             | 2120211955 - 2120211217      | 1,958.50          |
| CAPITAL OUTLAY          | 2120210734 - 2120211970      | 21,061.14         |
| REAL PROPERTY ACQUIS.   | 911265B - 2120211994         | 1,333.00          |
| POLICE TRAINING FEES    | 2120211977 - 2120211985      | 1,363.32          |
| RECREATION CENTER       | 2120211908 - 2120211911      | 288,442.26        |
| DONATIONS AND EARMARKED | 2120211690 - 2120211999      | 3,909.21          |
| <b>TOTAL</b>            |                              | <b>391,428.19</b> |
| <b>BLANKETS</b>         |                              |                   |
| 911282B                 | ADVANCE AUTO PARTS           | 1,000.00          |
| 911283B                 | C&R OIL CO.                  | 10,000.00         |
| 911284B                 | DOLESE BROS. CO.             | 10,000.00         |
| 911285B                 | WEX BANK                     | 70,000.00         |
| <b>TOTAL</b>            |                              | <b>91,000.00</b>  |

- d. Acknowledge receipt of deficient purchase orders.  
*There were no deficient purchase orders.*
- e. Discussion and possible action regarding closure of Main Street from Highway 69 to Vann Street on Saturday, April 9<sup>th</sup>, 2022 from 7:00 a.m. – 5:00 p.m. for the Northeast Oklahoma Veterans Freedom Tours Pull-A-Fire-Truck event. All proceeds go toward their trip to Washington, D.C. in May.
- f. Discussion and possible action regarding hiring Haley Bogle as dispatcher, Range R, Step 2 (annual wage - \$36,158.00) at the Pryor Creek Police Department, effective March 14<sup>th</sup>, 2022. Bogle is an OLETS certified dispatcher with over 10 years of experience.
- g. Discussion and possible action to authorize Mayor to sign contract with BOLT Fiber Optic Services for updating and rewiring the Pryor Public Library's data internal connections. This

project was bid through the Federal Government E-Rate program. Funding is 80% Federal dollars and 20% City funding. The total project is bid at \$17,240.97. E-Rate, if approved, will cover approximately \$13,792.78 and the Library will cover the remaining \$3,448.19 from Library Capital Outlay Account #44-445-5416.

- h. Discussion and possible action regarding Thomas J. Harrison Pryor Public Library's renewal of subscription to EBSCO for Learning Express Library and Job & Career Accelerator in the amount of \$3,867.00, from Library Nonbook Materials Account #02-221-5032.
- i. Discussion and possible action regarding removing from table Item 6.h. from the February 15<sup>th</sup>, 2022 Council meeting.
- j. Discussion and possible action regarding an expenditure from fund 80 (Library Building Fund) in the amount of \$4,150.00 to ENDEX, INC. of Tulsa, as in the best interest of the city, for 5- each security system motion detectors and 5- each door contacts which add to the ENDEX, INC. security monitoring system already installed at the Library. These needed items are to be used for the Library Expansion but were not included on the plans nor are they included on any bid list.
- k. Discussion and possible action regarding the nomination of Pamela Buffington to fill Park Board Seat #3, term ending 7/31/22, pending Park Board Approval on February 28<sup>th</sup>, 2022.
- l. Discussion and possible action regarding purchasing a Toro Professional Turf Gas Greens Roller HP11-111 13 hp electric start Honda with transport trailer, rotary brush system (factory installed) LED light kit (factory installed) brush kit (factory installed) - \$29,089.77, from Professional Turf Products, L.P. as in the best interest of the City from Golf Capital Outlay Account #41-415-5411. Other bids received: KGT Smithco XL7000 Greens Roller, trailer included - \$28,308.00; P&K Tru Turf RB48 - \$16,322.90, pending Park Board approval on February 28<sup>th</sup>, 2022.
- m. Discussion and possible action, if needed, pending disposition of Item l., authorizing the Golf Course to purchase a Greensgroomer 920E from P&K Equipment at State contract price of \$4,305.05, to be paid from Golf Capital Outlay Account #41-415-5411, pending Park Board approval on February 28<sup>th</sup>, 2022.

Motion was made by Ketcher, second by Smith to approve items a – m, less items a, e, f, g, i, j, k, l and m. Voting yes: Smith, Chitwood, Brakefield, Tramel, Siever, Ketcher, Shropshire, Nance. Voting no: none.

**a. Approve minutes of the February 15<sup>th</sup>, 2022 Council meeting.**

Motion was made by Smith, second by Chitwood to approve minutes of the February 15<sup>th</sup>, 2022 Council meeting. Voting yes: Chitwood, Brakefield, Tramel, Siever, Ketcher, Shropshire, Smith. Abstaining, counting as a no vote: Nance. Voting no: none.

**e. Discussion and possible action regarding closure of Main Street from Highway 69 to Vann Street on Saturday, April 9<sup>th</sup>, 2022 from 7:00 a.m. – 5:00 p.m. for the Northeast Oklahoma Veterans Freedom Tours Pull-A-Fire-Truck event. All proceeds go toward their trip to Washington, D.C. in May.**

Motion was made by Ketcher, second by Smith to approve closure of Main Street from Highway 69 to Vann Street on Saturday, April 9<sup>th</sup>, 2022 from 7:00 a.m. – 5:00 p.m. for the Northeast Oklahoma Veterans Freedom Tours Pull-A-Fire-Truck event. All proceeds go toward their trip to Washington, D.C. in May. Voting yes: Brakefield, Tramel, Siever, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

**f. Discussion and possible action regarding hiring Haley Bogle as dispatcher, Range R, Step 2 (annual wage - \$36,158.00) at the Pryor Creek Police Department, effective March 14<sup>th</sup>, 2022. Bogle is an OLETS certified dispatcher with over 10 years of experience.**

Motion was made by Ketcher, second by Smith to approve hiring Haley Bogle as dispatcher, Range R, Step 2 (annual wage - \$36,158.00) at the Pryor Creek Police Department, effective March 14<sup>th</sup>, 2022. Bogle is an OLETS certified dispatcher with over 10 years of experience. Voting yes: Tramel, Siever, Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield. Voting no: none.

**g. Discussion and possible action to authorize Mayor to sign contract with BOLT Fiber Optic Services for updating and rewiring the Pryor Public Library's data internal connections. This project was bid through the Federal Government E-Rate program. Funding is 80% Federal dollars and 20% City funding. The total project is bid at \$17,240.97. E-Rate, if approved, will cover approximately \$13,792.78 and the Library will cover the remaining \$3,448.19 from Library Capital Outlay Account #44-445-5416.**

Motion was made by Shropshire, second by Chitwood to approve authorizing Mayor to sign contract with BOLT Fiber Optic Services for updating and rewiring the Pryor Public Library's data internal connections. This project was bid through the Federal Government E-Rate program. Funding is 80% Federal dollars and 20% City funding. The total project is bid at \$17,240.97. E-Rate, if approved, will cover approximately

the Municipal Utility Board and Park Department and has no need for outside funding. Voting yes: Chitwood, Gonthier, Siever, Ketcher, Shropshire, Nance, Smith. Voting no: none.

**k. Discussion and possible action to authorize the Pryor Creek Police Department to begin the selection process for three (3) patrol officers, included in the 2022-2023 Police budget. Hire dates to be determined by Mayor and Council.**

Motion was made by Shropshire, second by Chitwood to authorize the Pryor Creek Police Department to begin the selection process for three (3) patrol officers, included in the 2022-2023 Police budget. Hire dates to be determined by Mayor and Council. Mayor Lees spoke and cleared up confusion about his statement that the budget was “in the red”. The line items show to be in the red, but the budget is not. Voting yes: Siever, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: Gonthier.

**l. Discussion and possible action regarding the approval of donation of 120 hours of sick leave within the Pryor Creek Police Department.**

Motion was made by Chitwood, second by Smith to approve donation of 120 hours of sick leave within the Pryor Creek Police Department. Voting yes: Siever, Ketcher, Shropshire, Nance, Smith, Chitwood, Gonthier. Voting no: none.

**o. Discussion and possible action regarding transfer of \$150,000.00 from Capital Outlay – Fire Department Account #44-445-5422 to Fire Truck Reserve Account #45-455-5412 for purchasing a fire engine.**

Motion was made by Ketcher, second by Smith to approve transfer of \$150,000.00 from Capital Outlay – Fire Department Account #44-445-5422 to Fire Truck Reserve Account #45-455-5412 for purchasing a fire engine. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Gonthier, Siever. Voting no: none.

**p. Discussion and possible action regarding acceptance of grant from E-Rate for fiscal year 2022 in the amount of \$3,413.11 for the Thomas J. Harrison Pryor Public Library.**

Motion was made by Chitwood, second by Smith to approve acceptance of grant from E-Rate for fiscal year 2022 in the amount of \$3,413.11 for the Thomas J. Harrison Pryor Public Library.

Rerat spoke and explained there was a Scrivener’s error on the agenda. The grant is from the Oklahoma Department of Libraries, and the monies will be deposited into Capital Outlay Account #44-445-5416.

Chitwood and Smith then amended their motion and second to approve acceptance of grant from Oklahoma Department of Libraries to be deposited into Capital Outlay Account #44-445-5416. Voting yes: Shropshire, Nance, Smith, Chitwood, Gonthier, Siever, Ketcher. Voting no: none.

**7. COMMITTEE REPORTS:**

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

Shropshire stated that next Budget and Personnel Committee meeting will be November 8<sup>th</sup>, 2022.

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

Shropshire reported that the Ordinance and Insurance Committee will meet on Thursday, November 3<sup>rd</sup>, 2022.

**c. Street (Smith)**

Smith reported that there is a Street Committee meeting scheduled for next Tuesday.

**8. UNFORESEEABLE BUSINESS.**

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

There was no unforeseeable business.

**9. ADJOURN.**

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

**PRYOR PUBLIC WORKS AUTHORITY**

**1. CALL TO ORDER.**

Meeting was called to order at 7:40 p.m.

**2. APPROVE MINUTES OF OCTOBER 4<sup>TH</sup>, 2022 MEETING.**

Motion was made by Chitwood, second by Smith to approve minutes of October 4<sup>th</sup>, 2022 meeting. Voting yes: Smith, Chitwood, Gonthier, Siever, Ketcher, Shropshire, Nance. Voting no: none.

**3. UNFORESEEABLE BUSINESS.**

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

There was no unforeseeable business.



1111 SE 9<sup>th</sup> Street  
Pryor, Ok 74361  
Phone: (918)825-6909  
pryorcreek.org

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| <u>Equipment Surplus</u>         | <u>Inv. #</u> | <u>Mfg. Date</u>     | <u>Status</u> |
|----------------------------------|---------------|----------------------|---------------|
| Desk Top Computer Tower – AGES   | #04652        | 2013 – No power cord | Scrap         |
| Desk Top Computer Tower - AGES   | #03906        | 2005 – No power cord | Scrap         |
| Acer Laptop – Travel Mate - 5542 | #03461        | 2010                 | Antiquated    |
| Acer Laptop – Travel mate - 4062 | #03555        | 2009                 | Antiquated    |
| HP Printer Office Jet – 4500     | #04673        | Approx. 2020         | Not needed    |
| HP Photosmart Printer            | #03556        | Approx. 2015-2018    | Not needed    |
| HP Printer – Laser Pro 200       | #04691        | 2012                 | Not needed    |
| Epson Receipt Printer – M244A    | #03553        | 2013                 | Scrap         |

### Equipment Details

2 - Desk Top Towers – Old and have been replaced.

2 - Laptops – Old and not needed.

3 - Printers – Replaced by a network printer / copier

1 - Receipt Printer – Replaced with new model

Pryor Creek Police Department Surplus Items List

| Item | Qty | Description                       | City ID |
|------|-----|-----------------------------------|---------|
| 1    |     | tan/brown desk                    | 00055   |
| 2    | 3   | black/brown desk                  | n/a     |
| 3    |     | tan/brown desk                    |         |
| 4    |     | large tan desk                    |         |
| 5    |     | small black/brown desk            |         |
| 6    |     | black file mngmt cabinet          |         |
| 7    |     | black cabinet shelf               |         |
| 8    |     | tan file mngmt cabinet            | 01400   |
| 9    |     | small (2 drawer) tan file cabinet |         |
| 10   |     | 5 tier glass shelf                |         |
| 11   |     | brown glass front display cabinet |         |
| 12   |     | green file cabinet                | 01471   |
| 13   |     | gray file cabinet                 | 01473   |
| 14   |     | gray metal cabinet (Lyon)         | 00079   |
| 15   |     | tan metal cabinet                 | 00080   |
| 16   | 21  | office chairs                     |         |
| 17   |     | brown rocking chair               |         |
| 18   |     | black locker                      | 00084   |
| 19   |     | glass top conference table        |         |
| 20   |     | white magic chef refrigerator     |         |
| 21   |     | black Galanz refrigerator         |         |
| 22   |     | Fujitsu scanner                   | 03358   |
| 23   |     | Fujitsu scanner                   | 03359   |
| 24   |     | Fujitsu scanner                   | 03429   |
| 25   |     | Fujitsu scanner                   | n/a     |
| 26   |     | IBM typewriter                    | 00101   |
| 27   |     | brother typewriter                | n/a     |
| 28   |     | L shaped desk                     |         |
| 29   |     | cherry red floor cabinet          |         |
| 30   |     | L shaped desk                     |         |
| 31   | 41  | Computer towers                   |         |
| 32   | 4   | View Screen computer monitors     |         |
| 33   | 2   | Monitor Mounts                    |         |
| 34   |     | ASUS monitor                      |         |
| 35   | 2   | Dell monitors                     |         |
| 36   |     | Haws Corp fountain water cooler   |         |
| 37   |     | Sink for jail cell                |         |
| 38   |     | Pelican 1500 case                 | 02656   |

|    |    |  |       |
|----|----|--|-------|
| 39 |    | Polaroid Spectra system camera and equipment | 00379 |
| 40 |    | Clark floor maintainer scrubber              |       |
| 41 |    | Polaroid TV                                  |       |
| 42 |    | Polaroid TV                                  |       |
| 43 |    | Onn. TV                                      |       |
| 44 |    | Hisense TV                                   |       |
| 45 |    | HP monitor                                   |       |
| 46 | 20 | fire extinguishers                           |       |
| 47 |    | brown colored space heater                   |       |
| 48 |    | red colored air tank                         |       |
| 49 |    | Cub Cadet mower lift                         |       |
| 50 |    | Innova inversion machine                     |       |
| 51 | 9  | fuel containers                              |       |
| 52 | 2  | tillers                                      |       |
| 53 |    | Craftsman weedeater                          |       |
| 54 |    | Homelite curved weedeater                    |       |
| 55 |    | Craftsman weedeater (motor/shaft)            |       |
| 56 |    | Trimlite weedeater                           |       |
| 57 |    | Troy-Bilt push mower                         |       |
| 58 |    | Craftsman push mower                         |       |
| 59 |    | Honda push mower                             |       |
| 60 |    | Honda mow bag                                |       |
| 61 | 2  | Craftsman mow bags                           |       |
| 62 |    | black colored mow bag                        |       |
| 63 |    | silver handled saw                           |       |
| 64 |    | red handled saw                              |       |
| 65 |    | Craftsman 22" hedge trimmer                  |       |
| 66 |    | Barrel drum dolly                            |       |
| 67 |    | Agri-Fab spreader                            |       |
| 68 |    | Simoniz pressure washer                      |       |
| 69 |    | Baldor air compressor                        |       |
| 70 |    | Delta sidekick saw                           |       |
| 71 |    | Poulan Pro leaf blower                       |       |
| 72 |    | Poulan woodshark chainsaw                    |       |
| 73 |    | Dayton air circulator                        | 00500 |
| 74 |    | Wooden cabinet (city garage south wall)      |       |
| 75 |    | Boss Amplifier                               |       |
| 76 |    | Planet Audio amplifier                       |       |
| 77 |    | JL Audio double speaker                      |       |
| 78 |    | Vehicle gun mount                            |       |

|     |    |  |       |
|-----|----|--|-------|
| 79  |    | ProGard gun mount                      |       |
| 80  |    | ProGard gun mount                      |       |
| 81  |    | ProGard gun mount base                 |       |
| 82  |    | Lund Ind. Gun mount                    |       |
| 83  |    | ProGard gun mount (old style)          |       |
| 84  |    | Unit cage partition                    |       |
| 85  |    | Setina MFG unit cage partition         |       |
| 86  |    | Unit cage partition                    |       |
| 87  |    | Ray Allen k-9 equipment                |       |
| 88  |    | Jotto Desk center console              |       |
| 89  |    | Jotto Desk center console              |       |
| 90  |    | Center console                         |       |
| 91  |    | Federal Signal red/blue lightbar       |       |
| 92  |    | Slickstik lightbar                     |       |
| 93  |    | Anchor Audio speaker stand             |       |
| 94  |    | Karcher pressure washer                |       |
| 95  |    | Victory Inn backpack sprayer           |       |
| 96  |    | black metal stand                      |       |
| 97  |    | Samsung Refrigerator                   |       |
| 98  |    | GE upright freezer                     |       |
| 99  |    | Box windshield wipers (various sizes)  |       |
| 100 |    | RCA camcorder                          | 00320 |
| 101 |    | Persona card printer                   |       |
| 102 | 44 | Office phones                          |       |
| 103 |    | center console (old style)             |       |
| 104 |    | weapon mount w/extinguisher attachment |       |
| 105 | 3  | Chevrolet Tahoe center console         |       |
| 106 |    | Ford F150 center console               |       |
| 107 |    | GoRhino pushbar                        |       |
| 108 | 4  | Gamber Johnson in-car computer mounts  |       |
| 109 | 12 | Ram Tablock docks                      |       |
| 110 | 8  | Jotto Desk docks                       |       |
| 111 |    | ProGear weapon lock                    |       |
| 112 | 2  | Chevrolet Tahoe door panels            |       |
| 113 |    | Chevrolet Tahoe rear bench seat        |       |
| 114 | 2  | Federal Signal rumbler                 |       |
| 115 |    | Crossmatch Fingerprint machine         |       |
| 116 |    | Computer system in machine             |       |
| 117 |    | Safran fingerprint machine             |       |
| 118 |    | Computer system in machine             |       |



|     |    |                                    |       |
|-----|----|------------------------------------|-------|
| 119 |    | Brown/tan desk                     | 00058 |
| 120 |    | food vending machine               |       |
| 121 |    | beverage vending machine           |       |
| 122 | 49 | tires                              |       |
| 123 | 2  | tire racks                         |       |
| 124 |    | Gastech device                     |       |
| 125 | 2  | Sony handycam Vision camcorder     |       |
| 126 |    | Acer monitor                       |       |
| 127 |    | Exercise bench                     |       |
| 128 |    | Assisted chin dip machine          | 03542 |
| 129 | 5  | shovels                            |       |
| 130 | 3  | rakes                              |       |
| 131 |    | action hoe                         |       |
| 132 |    | garden fork                        |       |
| 133 |    | MAP metal rack                     |       |
| 134 |    | Motorola XPR5550 radio             |       |
| 135 |    | power supply /zetrion keypad       |       |
| 136 | 2  | rumbler base                       |       |
| 137 |    | progard lock                       |       |
| 138 |    | sho-me base                        |       |
| 139 | 2  | Motorola speaker                   |       |
| 140 |    | Code 3 arrostick control           |       |
| 141 |    | Motorola MCS2000 radio             |       |
| 142 | 2  | Motorola CDM1250 radio             |       |
| 143 |    | Motorola CM300d radio              |       |
| 144 | 2  | Motorola Radius M1225 radio        |       |
| 145 |    | Watchguard 4RE DVR                 |       |
| 146 |    | siren amplifier                    |       |
| 147 | 2  | interior light bars                |       |
| 148 |    | light bar                          |       |
| 149 |    | light bar                          |       |
| 150 | 5  | Motorola mic                       |       |
| 151 |    | watchguard smart switch            |       |
| 152 |    | Beseler dichro 67S2 photo enlarger | 00319 |
| 153 | 3  | Boxes of roof air vents            |       |
| 154 | 3  | boxes of roofing nails             |       |
| 155 |    | Grip Rite Roofing nail gun         |       |
| 156 |    | worx leaf blower                   |       |
| 157 |    | Weedeater leaf blower              |       |
| 158 |    | Poulan Pro chainsaw                |       |
| 159 |    | Craftsman hedge trimmer            |       |

| 160         |                | black SentrySafe  |             |
|-------------|----------------|---|-------------|
| 161         |                | Gray First Alert safe   |             |
| 162         | 4              | Decatur radar systems   |             |
| 163         |                | Acer laptop   |             |
| 164         |                | Mechanic's hoist w/track  |             |
|             |                |   |             |
| Item Number | Category       | Description   | Case Number |
| 1           | Jewelry        | Man's Captain brand watch, silver in color                                      | 2144086     |
| 2           | Jewelry        | men's ring  | 2166814     |
| 3           | ATV            | Bombardier 400  | 2182650     |
| 4           | Jewelry        | Wooden jewelry box w/misc necklaces   | 2217661     |
| 5           | Auto accessory | Husky 5th Wheel Hitch   | 2227068     |
| 6           | Electronics    | Wii Game console (NIB)  | 2240314     |
| 7           | Jewelry        | Six watches   | 2241104     |
| 8           | Jewelry        | Dufflebag of misc jewelry   | 2262126     |
| 9           | Outdoors       | Darton USA bow w/back plastic case  | 2274161     |
| 10          | Electronics    | modern warfare game/guitar hero II w/guitar1/xbox 360 steering wheel            | 2274161     |
| 11          | Jewelry        | Silver colored ring w/one clear stone   | 2278751     |
| 12          | Jewelry        | Misc jewelry  | 2283898     |
| 13          | Jewelry        | Coin collection   | 2283898     |
| 14          | Jewelry        | Women's gold colored ring w/clear diamond like stone                            | 2284644     |
| 15          | Jewelry        | Three rings, two bracelets, one neckalce  | 2284779     |
| 16          | Electronics    | Canon Powershot HS, charger, and bag  | 2287819     |
| 17          | Electronics    | Three rings   | 2288378     |
| 18          | Jewelry        | gold colored pocket watch   | 2290635     |
| 19          | Jewelry        | Three rings, bracelet and necklace  | 2295075     |
| 20          | Jewelry        | misc rings, necklace and bracelets  | 2307427     |
| 21          | Electronics    | Nintendo Wii, two controllers, charge base, two games                           | 2312095     |
| 22          | Jewelry        | Misc jewelry  | 2312396     |
| 23          | Jewelry        | Four gold colored rings with clear stones, one gold colored ring w/green stones | 2314302     |
| 24          | Jewelry        | Men's watch, brown band   | 2317388     |
| 25          | Sports         | set of left handed Razor golf clubs in bag                                      | 2321625     |
| 26          | Instrunments   | Ibanez guitar.  | 2324615     |
| 27          | Currency       | Coin/Stamp collection   | 2327715     |
| 28          | Jewelry        | Misc jewelry found after Lemmings' resignation                                  | 2338117     |
| 29          | Instrunments   | Red colored electric guitar (Coaster Hero Six Flags)                            | 2343023     |
| 30          | Electronics    | Phillips DVD Player   | 2343253     |
| 31          | Electronics    | PS3 GAME CONSOLE  | 2343253     |
| 32          | Electronics    | XBOX 360 GAME CONSOLE   | 2343253     |
| 33          | Electronics    | Sony DVD player   | 2343253     |

|    |             |  |         |
|----|-------------|--|---------|
| 34 | Electronics | PLAYSTATION PS3 WIRELESS REMOTE CONTROL                            | 2343253 |
| 35 | Motorcycle  | Baha Warrior motorcycle (Green)                                    | 2347824 |
| 36 | Electronics | Game trail camera, SWANN camera hard drive system, security camera | 2352458 |
| 37 | Electronics | 42" flat screen TV   | 2352458 |
| 38 | Jewelry     | silver colored ring w/purple stone                                 | 2374242 |
| 39 | Misc        | Coins and jewelry  | 2386298 |
| 40 | Jewelry     | Watch and bracelet w/small jewelry box                             | 2396403 |
| 41 | Electronics | Purple GameBoy color and Night Owl Optics night vision             | n/a     |
| 42 | Push mower  | Hyper Tough 300 E Series push mower                                | n/a     |
| 43 | Go Kart     | Briggs & Stratton (engine) Go Kart                                 | n/a     |
| 44 | Dirtbike    | Yamaha mini-dirtbike   | n/a     |



QUOTE  
# 2073576

applied concepts, inc.

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 05/09/23

Inside Sales Partner: Chris Frett  
+1-972-801-4866  
chrisf@a-concepts.com

Reg Sales Mgr: Stephen Barlag  
972-398-3780  
stephen@a-concepts.com

Effective From : 05/01/2023

Valid Through: 07/30/2023

Lead Time: 45 working days

|  |  |  |  |
|--|--|--|--|
| <b>Bill To:</b><br>Pryor Police Department<br>504 E Graham Ave<br>Pryor, OK 74361-3829 | <b>Customer ID:</b> 017506<br><br>Accounts Payable | <b>Ship To:</b><br>Pryor Police Department<br>504 E Graham Ave<br>Pryor, OK 74361-3829 | <i>FedEx Ground</i><br><br>Patrolman Dillion Hamil |
|--|--|--|--|

| Grp | Qty | Package     | Description  | Wrnty/Mo | Price      | Ext Price  |
|-----|-----|-------------|--|----------|------------|------------|
| 1   | 1   | 808-6125-00 | Stalker Lidar RLR - w/BT, DL & FTC, 2 Batteries, D | 24       | \$2,695.00 | \$2,695.00 |

| Ln | Qty | Part Number  | Description                        | Price | Ext Price |
|----|-----|--------------|------------------------------------|-------|-----------|
| 1  | 1   | 200-1278-53* | Stalker Lidar RLR                  |       | \$0.00    |
| 2  | 2   | 200-1053-10  | Lidar RLR Battery Cell, ACI Build  |       | \$0.00    |
| 3  | 1   | 200-1092-01  | Lidar RLR Dual Bay Battery Charger |       | \$0.00    |
| 4  | 1   | 035-0211-00  | Soft Storage Bag                   |       | \$0.00    |
| 5  | 1   | 011-0002-00  | Lidar Certificate of Accuracy      |       | \$0.00    |
| 6  | 1   | 011-0231-00  | Lidar RLR Quick Start Guide        |       | \$0.00    |
| 7  | 1   | 035-0389-00  | Lidar Shipping Box w/Foam          |       | \$0.00    |
| 8  | 1   | 060-1000-24  | 24-Month Warranty                  |       | \$0.00    |

|                    |  |  |  |  |            |
|--------------------|--|--|--|--|------------|
| <b>Group Total</b> |  |  |  |  | \$2,695.00 |
|--------------------|--|--|--|--|------------|

|                            |            |                      |                   |
|----------------------------|------------|----------------------|-------------------|
| Product                    | \$2,695.00 | Sub-Total:           | \$2,695.00        |
| Discount                   | \$0.00     | Sales Tax 0%         | \$0.00            |
| Payment Terms: Net 30 days |            | Shipping & Handling: | \$0.00            |
|                            |            | <b>Total: USD</b>    | <b>\$2,695.00</b> |

Quoted NASPO state contract price, includes shipping.

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This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

## MEMORANDUM OF UNDERSTANDING

The parties to this memorandum of understanding (MOU), the **[Pryor Creek Emergency Management/Pryor Creek Police Department/Pryor Creek Fire Department/City of Pryor Creek]** and Cherokee Nation, acknowledge and agree as follows:

1. The Cherokee Nation is a federally-recognized Indian tribe with its present tribal headquarters located south of Tahlequah, Oklahoma.
2. As the United States Congress recognized in Pub. L. 107-331, Title VI, § 602(3), the Cherokee Nation is the sovereign entity that entered into and is bound by the treaties it signed with the United States, including the treaties establishing the Cherokee Nation Reservation.
3. The United States and the Cherokee Nation were the only parties to these treaties. No other tribe shares with the Cherokee Nation the legal rights provided under the federal treaties entered into by the Cherokee Nation and the United States.
4. As such, under federal law, the Cherokee Nation is the only Indian tribe that enjoys the legal rights to, and sovereign authority over, the Cherokee Nation Reservation.
5. The Cherokee Nation possesses *exclusive tribal jurisdiction* within the boundaries of the Cherokee Nation Reservation.
6. The boundaries of the Cherokee Nation Reservation encompass the geographic area owned by the Cherokee Nation under the Treaty with the Cherokee, December 29, 1835, 7 Stat. 478, as modified under the Treaty of July 19, 1866, 14 Stat. 799, and the 1891 agreement ratified by Act of March 3, 1893, 27 Stat. 612.
7. Nothing contained in this MOU alters or diminishes either party's authority and/or jurisdiction within the boundaries of the Cherokee Nation Reservation.
8. **[Pryor Creek Emergency Management/Pryor Creek Police Department/Pryor Creek Fire Department/City of Pryor Creek]** is an entity that operates on a governmental and/or non-profit basis within the Cherokee Nation reservation, providing programs and/or services that have a positive impact on public safety within the Cherokee Nation Reservation, including but not limited to;
  - a. law enforcement services;
  - b. emergency dispatch services;
  - c. emergency medical services;
  - d. emergency fire response services.
9. Cherokee Nation has developed a COVID-19 response and recovery plan, known as Respond, Recover and Rebuild (RRR), funded in part by the federal American Rescue Plan Act (ARPA). Cherokee Nation's RRR plan includes support for other governments and community partners where such support furthers Cherokee Nation's COVID-19 response and recovery efforts. Provision of such support, including Beneficiary payments to organizations, is subject to Cherokee Nation and federal laws, regulation and policies, including ARPA. Cherokee Nation has determined that the provision of resources detailed herein comply with the aforementioned laws, regulations and policies, subject to future relevant reporting and compliance obligations under Cherokee Nation and federal law.
10. Cherokee Nation and **[Pryor Creek Emergency Management/Pryor Creek Police Department/Pryor Creek Fire Department/City of Pryor Creek]** mutually agree to achieve compliance with the use of

resources provided under the RRR plan; by means of open communications, the execution of additional agreements and reports relevant to the subject of this MOU, while acting in compliance with Cherokee Nation and federal law, including ARPA SLFRF Guidance.

11. The parties further understand that the provision and use of this payment are subject to the following:
  - a. That [Pryor Creek Emergency Management/Pryor Creek Police Department/Pryor Creek Fire Department/City of Pryor Creek] has identified the use of the funds (up to \$50,000.00) and is required by U.S. Treasury guidance, Cherokee Nation policy and this MOU to utilize any and all contributions mentioned herein as agreed.
  - b. [Pryor Creek Emergency Management/Pryor Creek Police Department/Pryor Creek Fire Department/City of Pryor Creek] acknowledges that the Cherokee Nation possesses exclusive tribal sovereign authority and jurisdiction within the Cherokee Nation Reservation, and therefore will not endorse or enter into any agreements with any tribe except the Cherokee Nation on matters related to the Cherokee Nation Reservation, including agreements related to public safety resources or jurisdiction within the boundaries of the Cherokee Nation Reservation.
  - c. The Cherokee Nation's involvement in [Pryor Creek Emergency Management/Pryor Creek Police Department/Pryor Creek Fire Department/City of Pryor Creek] efforts, insofar as this agreement is concerned, will cease entirely by close of business on the last business day of December 2024.
  - d. The failure of [Pryor Creek Emergency Management/Pryor Creek Police Department/Pryor Creek Fire Department/City of Pryor Creek] to comply with any section of this MOU, any agreements pursuant thereto, ARPA SLFRF Guidance, or any laws, rules or regulations relating to ARPA may result in Cherokee Nation recouping up to 100% of the funds provided under this agreement and/or disallowance of funding to [Pryor Creek Emergency Management/Pryor Creek Police Department/Pryor Creek Fire Department/City of Pryor Creek] from Cherokee Nation for Cherokee Nation fiscal year 2022-2024.
  
12. This MOU constitutes the complete agreement between the parties. This MOU is effective the latest date of execution, is entered into in the Cherokee Nation reservation, is entered into under the laws of the Cherokee Nation and may be modified by either party in writing between the date of the dispersal of funds and December 1<sup>st</sup> 2024 and must be agreed upon by both parties and resigned before effective.

**\*see signature page**

**Signature page:**

**For Cherokee Nation**

**For Pryor Creek Emergency Management/Pryor  
Creek Police Department/Pryor  
Creek Fire Department/City of Pryor Creek**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Chuck Hoskin, Jr.  
Principal Chief

\_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Cherokee Nation  
PO Box 948  
Tahlequah OK 74465

Address:

Concurrence:  
Pryor Creek Chief of Police

\_\_\_\_\_  
Sign and print

Concurrence:

Pryor Creek Fire Chief

\_\_\_\_\_  
Sign and print

Concurrence:

City of Pryor Creek Director of Emergency Management

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Sign and print



**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

**PRYOR CREEK: INTERSECTION OF GRAHAM AVENUE (HIGHWAY 20) AND ADAIR STREET  
Project No.: TAP3-8029(004)TP**

**State Job No.: 38029(04)(05)**

This Agreement, made the day and year last written below, by and between the City of **PRYOR CREEK**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

**WITNESSETH**

**WHEREAS**, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

| Project Type | Div. | County | JP No     | Project No.      | Work Type | Description  |
|--------------|------|--------|-----------|------------------|-----------|--|
| ENHANCEMENT  | 08   | MAYES  | 38029(04) | TAP3-8029(004)TP | TAP       | PRYOR CREEK: INTERSECTION OF GRAHAM AVENUE (HIGHWAY 20) AND ADAIR STREET |

**WHEREAS**, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

**WHEREAS**, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

**WHEREAS**, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

**WHEREAS**, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

**WHEREAS**, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

**WHEREAS**, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

**WHEREAS**, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

**WHEREAS**, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

**NOW, THEREFORE:** the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

## **SECTION 1: PROJECT AGREEMENT**

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

## **SECTION 2: ENGINEERING RESPONSIBILITIES**

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

### **SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION**

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation  
Local Government Division  
200 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101- 1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

**SECTION 4: FUNDING SUMMARY**

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, TAP total estimated cost of **\$289,342**, as described below:

| FUNDING SOURCE =>   |                                     |                      | TAP               |           | Sponsor           |           |
|---------------------|-------------------------------------|----------------------|-------------------|-----------|-------------------|-----------|
| STATE JOB PIECE NO. | DESCRIPTION                         | TOTAL ESTIMATED COST | SHARE (%)         | AMOUNT    | SHARE (%)         | AMOUNT    |
| 38029(05)           | Design-                             | \$121,592            | Capped at         | \$97,273  | Remainder         | \$24,319  |
| 38029(04)           | Construction - (With 6% Inspection) | \$820,614            | Capped at         | \$555,591 | Remainder         | \$265,023 |
| <b>Total</b>        |                                     | \$942,206            | <b>Total=&gt;</b> | \$652,864 | <b>Total=&gt;</b> | \$289,342 |

4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases **(JP 38029(04)(05))** may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

## **SECTION 5: CONSTRUCTION RESPONSIBILITIES**

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.



5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
  - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
  - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
    - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
    - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
  - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
  - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
  - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
  - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
  - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

## **SECTION 6: NON-DISCRIMINATION CLAUSE**

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 7:           TERMINATION**

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

**SECTION 8: GOVERNING LAW AND VENUE**

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

**SECTION 9: DISPUTE RESOLUTION**

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

**SECTION 10: PRIOR UNDERSTANDINGS**

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

**SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT**

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

**SECTION 12: RECORDS**

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

**SECTION 13: HEADINGS**

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

**SECTION 14: BINDING EFFECTS**

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

**SECTION 15: SEVERABILITY**

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

**SECTION 16: EFFECTIVE DATE**

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.





Motion was made by Gonthier, second by Chitwood to approve authorizing City of Pryor Creek Street Department to invoice Municipal Utility Board \$19,050.00, to deposit into Fund 14, for additional work performed by Dunham's Asphalt Services, Inc. on the 2021 Street Maintenance Project. The work and the amount is due to unforeseen and required components of utilities relocation during the project. The documentation for this amount is the four items on page 2 of Application and Certification for Payment #5 RET from Dunham's Asphalt Services, Inc., which is included in the packet. Voting yes: Gonthier, Siever, Lamar, Nance, Smith, Chitwood, Barham. Voting no: none.

**l. Discussion and possible action regarding authorization to pay Dunham's Asphalt Services, Inc. on the 2021 Street Maintenance Project the amount of \$14,342.00 from Street Asphalt Overlay Account #14-145-5410 for unforeseen and required components of utilities relocation and street patching as documented. This action is necessary to close out the job and pay all we owe to the contractor.**

Motion was made by Gonthier, second by Smith to approve authorization to pay Dunham's Asphalt Services, Inc. on the 2021 Street Maintenance Project the amount of \$14,342.00 from Street Asphalt Overlay Account #14-145-5410 for unforeseen and required components of utilities relocation and street patching as documented. This action is necessary to close out the job and pay all we owe to the contractor. Voting yes: Siever, Lamar, Nance, Smith, Chitwood, Barham, Gonthier. Voting no: none.

**m. Discussion and possible action regarding payment to Municipal Utility Board for three invoices totaling \$20,968.27 from Street Asphalt Overlay Account #14-145-5410 for materials only which were needed due to unforeseen and required components of the 2021 Street Maintenance Project.**

Motion was made by Gonthier, second by Chitwood to approve payment to Municipal Utility Board for three invoices totaling \$20,968.27 from Street Asphalt Overlay Account #14-145-5410 for materials only which were needed due to unforeseen and required components of the 2021 Street Maintenance Project. Voting yes: Lamar, Nance, Smith, Chitwood, Barham, Gonthier, Siever. Voting no: none.

**n. Discussion and possible action calling for an audit and investigation concerning the construction of the new police and fire station as well as the remodel of the library. This investigation and audit would include, but not be limited to the following: plans, bonds, change orders, affidavits, contractor forms and all paperwork and affairs related, but not limited to the above-mentioned projects as well as the indebtedness of the city. This audit and investigation will be independent. Person(s) conducting the audit and investigation will be selected by the City Council and will report directly to the Council.**

Motion was made by Chitwood, second by Smith to approve calling for an audit and investigation concerning the construction of the new police and fire station as well as the remodel of the library. This investigation and audit would include, but not be limited to the following: plans, bonds, change orders, affidavits, contractor forms and all paperwork and affairs related, but not limited to the above-mentioned projects as well as the indebtedness of the city. This audit and investigation will be independent. Person(s) conducting the audit and investigation will be selected by the City Council and will report directly to the Council. Voting yes: Nance, Smith, Chitwood, Barham, Gonthier, Siever, Lamar. Voting no: none.

**5. CITY ATTORNEY'S REPORT:**

**a. Discussion and possible action regarding an Ordinance Amending Title 3, Chapter 2A, Section 7 Regarding Mobile Food Services "Restrictions on Location as to Time" by repealing said Section 7 of Title 3, Chapter 2A; and providing for repealer and severability. (Second reading was waived at the November 15<sup>th</sup>, 2022 Council meeting. No vote was taken for approval of ordinance.)**

Motion was made by Gonthier, second by Chitwood to approve Ordinance #2022-1 Amending Title 3, Chapter 2A, Section 7 Regarding Mobile Food Services "Restrictions on Location as to Time" by repealing said Section 7 of Title 3, Chapter 2A; and providing for repealer and severability. (Second reading was waived at the November 15<sup>th</sup>, 2022 Council meeting. No vote was taken for approval of ordinance.) Kim Ritchie stated that this action is simply to finish the process from the last meeting. Voting yes: Smith, Chitwood, Barham, Gonthier, Siever, Lamar, Nance. Voting no: none.

**b. Discussion and possible action regarding a resolution declaring the eligibility of the City of Pryor Creek to submit an application to the Oklahoma Department of Transportation for use of Transportation Alternatives Program funds.**

Motion was made by Gonthier, second by Chitwood to approve Resolution #2022 - 9 declaring the eligibility of the City of Pryor Creek to submit an application to the Oklahoma Department of Transportation for use of Transportation Alternatives Program funds. Voting yes: Chitwood, Barham, Gonthier, Siever, Lamar, Nance, Smith. Voting no: none.

**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 November 15<sup>th</sup>, 2022 Council meeting.

RESOLUTION NO. 2022 - 9

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF PRYOR CREEK TO SUBMIT AN APPLICATION TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ALTERNATIVES PROGRAM FUNDS SET FORTH BY IJA FOR THE STREETScape PROJECT IN PRYOR CREEK, OKLAHOMA AND AUTHORIZING THE MAYOR TO SIGN THIS APPLICATION.

WHEREAS, the City of Pryor Creek, Oklahoma, is submitting an application to the Oklahoma Department of Transportation for transportation alternatives program funds in the amount of \$652,864.32 set forth by IJA and as outlined in ODOT's transportation alternatives program and application packet for 2022 and 2023; and

WHEREAS, the City of Pryor Creek, Oklahoma, is participating as an eligible project sponsor in the Oklahoma Department of Transportation's transportation alternatives program set forth by IJA; and

WHEREAS, Federal monies are available under a transportation alternatives program set forth by IJA, administered by the State of Oklahoma, Department of Transportation, for the purpose of creating and promoting the planning and development of active transportation facilities and programs in Oklahoma; and

WHEREAS, the City of Pryor Creek, Oklahoma, acknowledges availability of the required local match of no less than 20%; and

WHEREAS, after appropriate public input and due consideration, the City Council of the City of Pryor Creek, has recommended that an application be submitted to the State of Oklahoma for Phase One of the Downtown Streetscape Plan.

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

SECTION 1. That the City of Pryor Creek, Oklahoma, does hereby authorize the Mayor to submit an application to the Oklahoma Department of Transportation for transportation alternatives program funds set forth by IJA on behalf of the citizens of Pryor Creek, Oklahoma.

SECTION 2. That the City of Pryor Creek, Oklahoma, hereby assures the Oklahoma Department of Transportation that sufficient funding for Phase One of the Downtown Streetscape Plan is available.

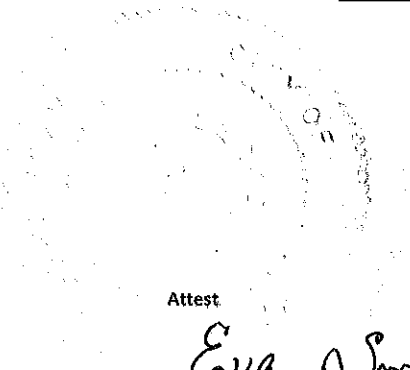
SECTION 3. That the City of Pryor Creek, Oklahoma, hereby assures the Oklahoma Department of Transportation that sufficient funding for the operation and maintenance of Phase One of the Downtown Streetscape Plan will be available for the life of the project.

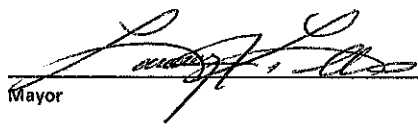
SECTION 4. That the City of Pryor Creek, Oklahoma, hereby assures the Oklahoma Department of Transportation that the City of Pryor Creek, Oklahoma, will have title or permanent easement to Phase One of the Downtown Streetscape Plan by the time of project letting, if necessary.

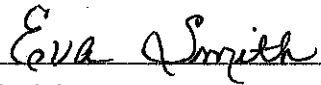
SECTION 5. That the chief project sponsor of the City of Pryor Creek, Oklahoma, is authorized to sign the application to the Oklahoma Department of Transportation for transportation alternatives program funds set forth by IJA on behalf of the citizens of Pryor Creek, Oklahoma, the chief project sponsor is also

authorized to submit additional information as may be required and act as the official representative of the City of Pryor Creek, Oklahoma, in this and subsequent related activities.

ADOPTED THIS 6<sup>th</sup> DAY OF December, 2022.



  
\_\_\_\_\_  
Mayor

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



**RESOLUTION NO. 2023-5**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF PRYOR CREEK, OKLAHOMA CONCERNING SETTING COMPENSATION FOR THE HEARING OFFICER OF ADMINISTRATIVE APPEALS CONCERNING PUBLIC NUISANCE PROCEEDINGS, HIGH WEED AND TRASH VIOLATIONS, ABANDONED AND DILAPIDATED STRUCTURES FOR THE CITY OF PRYOR CREEK, OKLAHOMA.**

**WHEREAS**, pursuant to local and state law the City Council may designate a person to serve as hearing officer for administrative appeals concerning public nuisances, high weed and trash violations, abandoned and dilapidated structures, and fix the amount of compensation to be paid such officer, and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA:** That the City of Pryor Creek, Oklahoma acting by and through the Mayor and City Council does fix the compensation to be paid to said hearing officer in the sum of Fifty Dollars (\$50) per hearing docket conducted.

**APPROVED, this 6th day of June, 2023 in regular session of the City Council for the City of Pryor Creek, Oklahoma.**

\_\_\_\_\_  
**Zachariah Doyle, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Courtney Davis, City Clerk**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**K. Ellis Ritchie, City Attorney**

**Dated:** \_\_\_\_\_

**Flock Safety + Pryor Creek PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Jim Fink  
[jim.fink@flocksafety.com](mailto:jim.fink@flocksafety.com)  
7202339573

**flock safety**

## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

### Join thousands of agencies reducing crime with Flock Safety's public safety operating system

| 2000+  | 120                      | 1B+                           | <60%*                                      |
|--|--------------------------|-------------------------------|--|
| communities with private-public partnerships | incident alerts / minute | 1B+ vehicles detected / month | <60% local crime reduction in Flock cities |

\*According to a 2019 study conducted by Cobb County Police Department

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## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features

|                                   |  |
|-----------------------------------|--|
| <p>Simplified Search</p>          | <p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>● Vehicle make</li> <li>● Body type</li> <li>● Color</li> <li>● License plates             <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>● Decals</li> <li>● Bumper stickers</li> <li>● Back racks</li> <li>● Top racks</li> </ul> |
| <p>National and Local Sharing</p> | <p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p style="text-align: center;"> <i>California SVS</i><br/> <i>FDLE</i><br/> <i>FL Expired Licenses</i><br/> <i>FL Expired Tags</i><br/> <i>FL Sanctioned Drivers</i><br/> <i>FL Sex Offenders</i><br/> <i>Georgia DOR</i><br/> <i>IL SOS</i><br/> <i>Illinois Leads</i><br/> <i>NCIC</i><br/> <i>NCMEC Amber Alert</i><br/> <i>REJIS</i><br/> <i>CCIC</i><br/> <i>FBI</i> </p>  |
| <p>Real-time Alerts</p>           | <p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>   |
| <p>Interactive ESRI Map</p>       | <p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>   |
| <p>Vehicle Location Analysis</p>  | <p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>   |



Out-of-Box Software Features (Continued)

|                               |  |
|-------------------------------|--|
| <p>Transparency Portal</p>    | <p>Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.</p>   |
| <p>Insights Dashboard</p>     | <p>Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.</p>   |
| <p>Native MDT Application</p> | <p>Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.</p>   |
| <p>Hot List Attachments</p>   | <p>Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.</p> |
| <p>Single Sign On (SSO)</p>   | <p>Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.</p>  |

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

| Flock Safety Falcon® LPR Camera  | Flock Safety Falcon® Flex   | Flock Safety Falcon® LR  |
|--|---|--|
| <p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p> | <p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p> | <p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p> |

## Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

|                         |  |
|-------------------------|--|
| Implementation          | Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.                              |
| User Training + Support | Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.  |
| Maintenance             | We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.<br><br><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i> |
| Public Relations        | Government Affairs<br><br>Get support educating your stakeholders, including city councils and other governing bodies.<br><br>Media Relations<br><br>Share crimes solved in the local media with the help of our Public Relations team.              |



EXHIBIT A  
**ORDER FORM**

Customer: Pryor Creek PD  
Legal Entity Name: Pryor Creek PD  
Address: 1111 Se 9th St Pryor, Oklahoma 74361

Initial Term: 12 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
Retention Period: 30 Days

**Hardware and Software Products**  
Annual recurring amounts over subscription term

| Item                             | Cost     | Quantity | Total              |
|----------------------------------|----------|----------|--------------------|
| <b>Flock Safety Platform</b>     |          |          | <b>\$12,000.00</b> |
| <b>Flock Safety Flock OS</b>     |          |          |                    |
| FlockOS™                         | Included | 1        | Included           |
| <b>Flock Safety LPR Products</b> |          |          |                    |
| Flock Safety Falcon®             | Included | 4        | Included           |

**Professional Services and One Time Purchases**

| Item   | Cost     | Quantity | Total       |
|--|----------|----------|-------------|
| <b>One Time Fees</b>   |          |          |             |
| <b>Flock Safety Professional Services</b>                          |          |          |             |
| Professional Services - Existing Infrastructure Implementation Fee | \$150.00 | 4        | \$600.00    |
| <b>Subtotal Year 1:</b>  |          |          | \$12,600.00 |
| <b>Annual Recurring Subtotal:</b>                                  |          |          | \$12,000.00 |
| <b>Estimated Tax:</b>  |          |          | \$0.00      |
| <b>Contract Total:</b>   |          |          | \$12,600.00 |

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

## Billing Schedule

| Billing Schedule                     | Amount (USD) |
|--------------------------------------|--------------|
| <b>Year 1</b>                        |              |
| At Contract Signing                  | \$12,600.00  |
| <b>Annual Recurring after Year 1</b> |              |
| <b>Contract Total</b>                | \$12,600.00  |

\*Tax not included

## Product and Services Description

| Flock Safety Platform Items | Product Description   | Terms   |
|-----------------------------|---|---|
| Flock Safety Falcon ®       | An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes. | The Term shall commence upon first installation and validation of Flock Hardware. |

| One-Time Fees                                       | Service Description  |
|---|--|
| Installation on existing infrastructure             | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.       |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.       |

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: Pryor Creek PD**

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

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

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

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

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

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

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

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

PO Number: \_\_\_\_\_

## Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 11 day of May 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).



## AGREEMENT

**NOW, THEREFORE,** Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not

diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### **3. CUSTOMER OBLIGATIONS**

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### **4. DATA USE AND LICENSING**

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform

all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving

Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other

than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing



authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.



FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

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**EXHIBIT B**  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

# CITY OF PRYOR

PRYOR, OKLAHOMA

05-21-2023

BID FOR MOWING OF THE RIGHTS-OF-WAY WITHIN THE CITY  
LIMITS OF PRYOR (JULY 2023, AUGUST 2023, SEPTEMBER  
2023, APRIL 2024, MAY 2024, JUNE 2024)

\$28,000.00

THANK YOU

A handwritten signature in black ink that reads "Duane Fought" followed by a stylized monogram or flourish.

DUANE FOUGHT  
2151 N. 432  
PRYOR, OKLAHOMA 74361

## MEMORANDUM OF AGREEMENT

The parties to this memorandum of understanding (MOU), the **Pryor Creek Rec Center (Pryor)** and **Cherokee Nation**, acknowledge and agree as follows:

1. Cherokee Nation and Pryor have a mutual interest in providing reliable access to health and wellness activities for citizens across the reservation, specifically in the Pryor area.
2. Cherokee Nation has developed a COVID-19 response and recovery plan, known as Respond, Recover and Rebuild (RRR), funded in part by the federal American Rescue Plan Act (ARPA). Cherokee Nation's RRR plan includes support for other governments and community partners where such support furthers Cherokee Nation's COVID-19 response and recovery efforts. Provision of such support is subject to Cherokee Nation and federal laws, regulation and policies, including ARPA. Cherokee Nation has determined that the provision of resources detailed herein comply with the aforementioned laws, regulations and policies, subject to future relevant reporting and compliance obligations under Cherokee Nation and federal law.
3. Cherokee Nation and Pryor mutually agree to achieve compliance with the use of resources provided under the RRR plan; by means of open communications, the execution of additional agreements and reports relevant to the subject of this MOU, while acting in compliance with Cherokee Nation and federal law, including ARPA.
4. The parties further understand that the provision and use of these funds and equipment are subject to the following:
  - a. Pryor agrees to provide a discounted membership rate for Cherokee Nation citizens; provided by proof of their Cherokee Nation citizenship card at the time of enrollment at the Recreation Center.
  - b. That Pryor has self-identified the use of the funds (\$25,000) and is required by U.S. Treasury guidance, Cherokee Nation policy and this MOU to utilize any and all contributions mentioned here in as agreed.
  - c. The Cherokee Nation's involvement in Pryor efforts, insofar as this agreement is concerned, will cease entirely by close of business on the last business day of December 2024.
  - d. That Pryor will provide written notice to Cherokee Nation of the completion of all confirmed projects by December 1, 2024, with such notice including a brief summary and photos of the completed project area.
  - e. The failure of Pryor to comply with any section of this MOU, any agreements pursuant thereto, ARPA or any laws, rules or regulations relating to ARPA may result in Cherokee Nation recouping up to 100% of the funds provided under this agreement and/or disallowance of funding from Cherokee Nation for fiscal year 2022-2025.
5. This MOU constitutes the complete agreement between the parties. This MOU is effective the latest date of execution, is entered into in the Cherokee Nation reservation, is entered into under the laws of the Cherokee Nation and may be modified by either party in writing between the date of the dispersal of funds and December 1<sup>st</sup> 2024 and must be agreed upon by both parties and resigned before effective.

**Signature page:**

**For Cherokee Nation**

**For Pryor**

\_\_\_\_\_ Date: \_\_\_\_\_  
Chuck Hoskin, Jr.  
Principal Chief

\_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: Zac Doyle  
Title: Mayor of Pryor Creek, OK

Cherokee Nation  
PO Box 948  
Tahlequah OK 74465

Address:

Approved by the City Council for the City of Pryor, Creek, Oklahoma in regular session on the \_\_\_ day of \_\_\_\_\_, 2023 by majority vote.

Attest:

\_\_\_\_\_  
Courtney Davis, City Clerk

*Concurrence:*



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-487545-45078.876TC

Issued: 06/01/2023

Quote Expiration: 06/15/2023

Estimated Contract Start Date: 08/01/2023

Account Number: 410586

Payment Terms: N30

Delivery Method:

| SHIP TO  | BILL TO   | SALES REPRESENTATIVE  | PRIMARY CONTACT   |
|--|---|---|---|
| Primary Address<br><br>504 E Graham Ave<br>Pryor,<br>OK<br>74361-3829<br>USA | Pryor Creek Police Dept. - OK<br><br>504 E Graham Ave<br>Pryor<br>OK<br>74361-3829<br>USA<br>Email: | Travis Cole<br><br>Phone: (480) 463-2200<br><br>Email: tcole@taser.com<br>Fax: 480-463-2200 | Kevin Tramel<br><br>Phone: (918) 825-1212<br><br>Email: tramelk@pryorcreek.org<br>Fax: 918-825-2223 |

### Quote Summary

|                               |                    |
|-------------------------------|--------------------|
| Program Length                | 60 Months          |
| <b>TOTAL COST</b>             | <b>\$58,640.00</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$58,640.00</b> |

### Discount Summary

|                          |                   |
|--------------------------|-------------------|
| Average Savings Per Year | \$1,670.40        |
| <b>TOTAL SAVINGS</b>     | <b>\$8,352.00</b> |

### Payment Summary

| Date         | Subtotal           | Tax           | Total              |
|--------------|--------------------|---------------|--------------------|
| Jul 2023     | \$14,480.08        | \$0.00        | \$14,480.08        |
| Jul 2024     | \$11,039.98        | \$0.00        | \$11,039.98        |
| Jul 2025     | \$11,039.98        | \$0.00        | \$11,039.98        |
| Jul 2026     | \$11,039.98        | \$0.00        | \$11,039.98        |
| Jul 2027     | \$11,039.98        | \$0.00        | \$11,039.98        |
| <b>Total</b> | <b>\$58,640.00</b> | <b>\$0.00</b> | <b>\$58,640.00</b> |

|                        |             |
|------------------------|-------------|
| Quote Unbundled Price: | \$66,992.00 |
| Quote List Price:      | \$61,640.00 |
| Quote Subtotal:        | \$58,640.00 |

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item                       | Description   | Qty | Term | Unbundled | List Price | Net Price | Subtotal           | Tax           | Total              |
|----------------------------|---|-----|------|-----------|------------|-----------|--------------------|---------------|--------------------|
| <b>Program</b>             |   |     |      |           |            |           |                    |               |                    |
| T7Basic                    | 2021 Taser 7 Basic Bundle                             | 20  | 60   | \$50.46   | \$46.00    | \$46.00   | \$55,200.00        | \$0.00        | \$55,200.00        |
| <b>A la Carte Hardware</b> |   |     |      |           |            |           |                    |               |                    |
| 22176                      | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 80  |      |           | \$40.25    | \$21.50   | \$1,720.00         | \$0.00        | \$1,720.00         |
| 22175                      | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS      | 80  |      |           | \$40.25    | \$21.50   | \$1,720.00         | \$0.00        | \$1,720.00         |
| <b>Total</b>               |   |     |      |           |            |           | <b>\$58,640.00</b> | <b>\$0.00</b> | <b>\$58,640.00</b> |

## Delivery Schedule

### Hardware

| Bundle                    | Item  | Description  | QTY | Estimated Delivery Date |
|---------------------------|-------|--|-----|-------------------------|
| 2021 Taser 7 Basic Bundle | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 20  | 07/01/2023              |
| 2021 Taser 7 Basic Bundle | 20018 | TASER BATTERY PACK, TACTICAL                                 | 24  | 07/01/2023              |
| 2021 Taser 7 Basic Bundle | 20062 | TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND                      | 20  | 07/01/2023              |
| 2021 Taser 7 Basic Bundle | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  | 1   | 07/01/2023              |
| 2021 Taser 7 Basic Bundle | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK  | 1   | 07/01/2023              |
| 2021 Taser 7 Basic Bundle | 74200 | TASER 6-BAY DOCK AND CORE                                    | 1   | 07/01/2023              |
| 2021 Taser 7 Basic Bundle | 80087 | TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)          | 1   | 07/01/2023              |
| 2021 Taser 7 Basic Bundle | 80090 | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7       | 1   | 07/01/2023              |
| A la Carte                | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 80  | 07/01/2023              |
| A la Carte                | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 80  | 07/01/2023              |

### Software

| Bundle                    | Item  | Description                  | QTY | Estimated Start Date | Estimated End Date |
|---------------------------|-------|------------------------------|-----|----------------------|--------------------|
| 2021 Taser 7 Basic Bundle | 20248 | TASER 7 EVIDENCE.COM LICENSE | 20  | 08/01/2023           | 07/31/2028         |
| 2021 Taser 7 Basic Bundle | 20248 | TASER 7 EVIDENCE.COM LICENSE | 1   | 08/01/2023           | 07/31/2028         |

### Warranties

| Bundle                    | Item  | Description                        | QTY | Estimated Start Date | Estimated End Date |
|---------------------------|-------|------------------------------------|-----|----------------------|--------------------|
| 2021 Taser 7 Basic Bundle | 80374 | EXT WARRANTY, TASER 7 BATTERY PACK | 24  | 07/01/2024           | 07/31/2028         |
| 2021 Taser 7 Basic Bundle | 80395 | EXT WARRANTY, TASER 7 HANDLE       | 20  | 07/01/2024           | 07/31/2028         |
| 2021 Taser 7 Basic Bundle | 80396 | EXT WARRANTY, TASER 7 SIX BAY DOCK | 1   | 07/01/2024           | 07/31/2028         |



## Payment Details

| <b>Jul 2023</b>          |             |   |            |                    |               |                    |
|--------------------------|-------------|---|------------|--------------------|---------------|--------------------|
| <b>Invoice Plan</b>      | <b>Item</b> | <b>Description</b>                                    | <b>Qty</b> | <b>Subtotal</b>    | <b>Tax</b>    | <b>Total</b>       |
| Year 1                   | T7Basic     | 2021 Taser 7 Basic Bundle                             | 20         | \$11,040.08        | \$0.00        | \$11,040.08        |
| Invoice Upon Fulfillment | 22175       | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS      | 80         | \$1,720.00         | \$0.00        | \$1,720.00         |
| Invoice Upon Fulfillment | 22176       | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 80         | \$1,720.00         | \$0.00        | \$1,720.00         |
| <b>Total</b>             |             |   |            | <b>\$14,480.08</b> | <b>\$0.00</b> | <b>\$14,480.08</b> |

| <b>Jul 2024</b>     |             |                           |            |                    |               |                    |
|---------------------|-------------|---------------------------|------------|--------------------|---------------|--------------------|
| <b>Invoice Plan</b> | <b>Item</b> | <b>Description</b>        | <b>Qty</b> | <b>Subtotal</b>    | <b>Tax</b>    | <b>Total</b>       |
| Year 2              | T7Basic     | 2021 Taser 7 Basic Bundle | 20         | \$11,039.98        | \$0.00        | \$11,039.98        |
| <b>Total</b>        |             |                           |            | <b>\$11,039.98</b> | <b>\$0.00</b> | <b>\$11,039.98</b> |

| <b>Jul 2025</b>     |             |                           |            |                    |               |                    |
|---------------------|-------------|---------------------------|------------|--------------------|---------------|--------------------|
| <b>Invoice Plan</b> | <b>Item</b> | <b>Description</b>        | <b>Qty</b> | <b>Subtotal</b>    | <b>Tax</b>    | <b>Total</b>       |
| Year 3              | T7Basic     | 2021 Taser 7 Basic Bundle | 20         | \$11,039.98        | \$0.00        | \$11,039.98        |
| <b>Total</b>        |             |                           |            | <b>\$11,039.98</b> | <b>\$0.00</b> | <b>\$11,039.98</b> |

| <b>Jul 2026</b>     |             |                           |            |                    |               |                    |
|---------------------|-------------|---------------------------|------------|--------------------|---------------|--------------------|
| <b>Invoice Plan</b> | <b>Item</b> | <b>Description</b>        | <b>Qty</b> | <b>Subtotal</b>    | <b>Tax</b>    | <b>Total</b>       |
| Year 4              | T7Basic     | 2021 Taser 7 Basic Bundle | 20         | \$11,039.98        | \$0.00        | \$11,039.98        |
| <b>Total</b>        |             |                           |            | <b>\$11,039.98</b> | <b>\$0.00</b> | <b>\$11,039.98</b> |

| <b>Jul 2027</b>     |             |                           |            |                    |               |                    |
|---------------------|-------------|---------------------------|------------|--------------------|---------------|--------------------|
| <b>Invoice Plan</b> | <b>Item</b> | <b>Description</b>        | <b>Qty</b> | <b>Subtotal</b>    | <b>Tax</b>    | <b>Total</b>       |
| Year 5              | T7Basic     | 2021 Taser 7 Basic Bundle | 20         | \$11,039.98        | \$0.00        | \$11,039.98        |
| <b>Total</b>        |             |                           |            | <b>\$11,039.98</b> | <b>\$0.00</b> | <b>\$11,039.98</b> |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

Signature

---

Date Signed

6/1/2023



ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE AMENDING TITLE 1, CHAPTER 6, SECTION 2 "COMPENSATION" AMENDING THE ORDINANCE TO REFLECT CURRENT LEVELS OF COMPENSATION FOR THE MAYOR, CITY CLERK, CITY TRESURER AND CHIEF OF POLICE FOLLOWING COST OF LIVING ADJUSTMENTS ACCRUING THEREON FROM THE DATE OF LAST AMENDMENT OF THE ORDINANCE; AND AMENDING THE ORDINANCE TO REMOVE THE MAYOR'S POSITION FROM RECEIVING COST OF LIVING ADJUSTMENTS TO PAY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE MAYOR AND CITY COUNCIL FIND IT TO BE PROPER AND IN THE BEST INTEREST OF THE PUBLIC TO PERIODICALLY SET FORTH THE CURRENT RATES OF COMPENSATION FOR THE OFFICES LISTED IN THIS ORDINANCE FOLLOWING COST OF LIVING ADJUSTMENTS OVER TIME, AND

WHEREAS, THE MAYOR AND CITY COUNCIL FIND IT TO BE PROPER AND IN THE BEST INTEREST OF THE PUBLIC FOR THE COMPENSATION OF THE MAYOR TO NOT ACCRUE COST OF LIVING ADJUSTMENTS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, THAT TITLE 1, CHAPTER 6, SECTION 2 OF THE CITY CODE FOR THE CITY OF PRYOR CREEK, OKLAHOMA BE AMENDED AS FOLLOWS, TO-WIT:

**SECTION 1.**

**1-6-2: COMPENSATION:**

A. Officials: Effective at the beginning of the term of office succeeding the present term of office of the mayor, councilmen, city clerk, city treasurer, and chief of police, compensation shall be as follows: (stricken language removed – underlined language added)

1. Mayor: ~~Five thousand eight hundred thirty three dollars thirty four cents (\$5,833.34) per month (\$70,000.00 annually)~~ Seven Thousand Five Hundred Eighty Five Dollars and Thirty Four Cents (\$7,585.34) per month (\$91,024.08 annually) with reimbursement for out of pocket expenses and mileage paid at the rate set by the internal revenue service regulations (26 USCA section 267(b));

2. Councilmen: One hundred dollars (\$100.00) per regular meeting attended; seventy five dollars (\$75.00) per special meeting attended; and fifty dollars (\$50.00) per committee and board meeting attended of which he/she is a member;

3. City clerk: ~~Four thousand one hundred twenty five dollars (\$4,125.00) per month (\$49,500.00 annually);~~ Five Thousand Three Hundred Sixty Five Dollars and Fifty Cents (\$5,365.50) per month (64,386.00 annually).

4. City treasurer: ~~One thousand three hundred seventy five dollars (\$1,375.00) per month (\$16,500.00 annually)~~ One Thousand Seven Hundred Eighty Eight Dollars and Nine Cents (\$1,788.09) per month (\$21,457.08 annually).

5. Chief of police: ~~Five thousand five hundred dollars (\$5,500.00) per month (\$66,000.00 annually).~~ (Ord. 2009-2, 1-6-2009) Seven Thousand One Hundred Fifty One Dollars and Ninety Two Cents (\$7,151.92) per month (85,823.04 annually)

B. Other Personnel: The city council, by motion or resolution, may fix the compensation of other personnel. (1988 Code § 2-404)

C. Cost Of Living Increase: For the positions of city clerk, city treasurer and chief of police, effective with the adoption of the budget for the fiscal year 2009-2010 (July 1, 2009), ~~and for the position of mayor, effective with the adoption of the budget for the fiscal year 2011-2012 (July 1, 2011),~~ any increase in compensation voted by the city council of the city of Pryor Creek, Oklahoma, for the employees of the city of Pryor Creek, Oklahoma, as a whole which is intended to reflect an adjustment based upon an increase in the cost of living for said employees shall be automatically equally applicable to the above stated positions in the fiscal years indicated without a separate and independent vote of the city council. In the event the city council passes increases in compensation for the employees of the city of Pryor Creek, Oklahoma, as a whole which contain adjustments based upon factors other than only a cost of living increase, the city council shall so specify what portion of said increase is attributable to a cost of living adjustment and only that portion shall be automatically applicable to the above stated positions. (Ord. 2009-2, 1-6-2009)

**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

\_\_\_\_\_  
Zac Doyle, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Davis, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
K. Ellis Ritchie, City Attorney

Dated: \_\_\_\_\_, 2023

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE AMENDING TITLE 1, CHAPTER 6, SECTION 5 REGARDING "PERSONNEL BOARD" AMENDING MANNER OF SELECTION OF MEMBERS AND ALTERNATE MEMBER OF THE BOARD, AMENDING PROVISION RELATED TO REMOVAL OF A MEMBER FROM THE BOARD, EXCLUDING COUNCIL MEMBERS OR EMPLOYEES FROM SERVING ON THE BOARD, PROVIDING FOR DIVERSITY OF GENDER ON THE BOARD, AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE MAYOR AND CITY COUNCIL FIND IT IN THE BEST INTEREST OF THE SERVICE OF THE CITY AND IN THE BEST INTEREST OF THE PUBLIC AND EMPLOYEES OF THE CITY TO AMEND THE PROVISION OF THE CODE GOVERNING THE CREATION, COMPOSITION AND DUTIES OF THE PERSONNEL BOARD FOR 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 1, Chapter 6, Section 5 of 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)

**1-6-5: PERSONNEL BOARD:**

A. Created; Term: There is hereby established a personnel board, as authorized by the statutes of the state, consisting of three (3) members and (1) alternate member. ~~persons elected by the city council~~ Appointment of members and alternate member shall be made by the Mayor with confirmation of the appointment by the Council. The terms of the members and the alternate member shall be for staggered terms of six (6) years. ~~for staggered six (6) year terms.~~ ~~The city council shall elect the three (3)~~ The terms of the original three (3) members so that the term of one member will shall expire on the first Monday in May at seven thirty o'clock (7:30) P.M. in each succeeding even numbered year following the enactment of this ordinance in order to achieve the staggered terms of service. The term of the alternate member shall expire on the first Monday in May at seven thirty o'clock (7:30) P.M. in the next succeeding even numbered year following the enactment of this ordinance. The terms of their successors shall be for six (6) years, beginning at seven thirty o'clock (7:30) P.M. on the first Monday in May. ~~in every even numbered year.~~ Members shall serve until their successors are ~~elected~~ appointed by the Mayor and qualified confirmed by the Council. ~~The city council, by a vote of a majority of its members~~

The Mayor, after adequate opportunity for a public hearing, may remove a member for the good of the service, and may fill the vacancy for the unexpired term. The Board shall consist of mixed representation of two (2) female and two (2) male members, one of which will serve as the alternate member. The members of the Board may not be comprised of City Council Members or City Employees.

B. Officers; Meetings: At the time prescribed for the beginning of the term of a each newly elected appointed member, or as soon thereafter as practicable, the members of the personnel board shall elect a chairman, a vice chairman and a secretary. The secretary need not be a member of the board. The board shall determine the time and place of its regular meetings and the chairman or two (2) members may call special meetings of the board.

C. Duties: The personnel board shall hold a public hearing on the appeal of any layoff, suspension, demotion, disciplinary action or removal of ~~an officer or an employee of the City~~ who has completed a probationary period of six (6) months, ~~or given adequate opportunity therefor~~, as soon as practicable after an appeal has been filed. The personnel board shall not have a duty or authority to act concerning employees of the Municipal Utility Department which by Charter are under the authority of the Municipal Utility Board. The duty and authority to act of the Personnel Board shall extend to all non-elected employees of the City.

D. Report Findings And Recommendations: The personnel board shall report in writing its findings and recommendations to the mayor as the municipal officer designated by the City's Charter, Section 32, in the charge of appointment of all employees of the City. ~~where the appellant is a subordinate of the mayor, or to the respective authority having power of removal.~~

**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**



**ATTEST:**

\_\_\_\_\_  
**ZAC DOYLE, MAYOR**

\_\_\_\_\_  
**COURTNEY DAVIS, CITY CLERK**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**K. ELLIS RITCHIE**

**Dated:** \_\_\_\_\_, **2023**