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What ARPA Funds Can Be Used On

Using ARPA Funds for Government Services Video

(<https://www.dropbox.com/s/p9iz3g43ad0tfeg/Revenue%20Loss.mov?dl=0>) (added February 1, 2022)

On January 6, 2022, the U.S. Department of the Treasury released the following:

The Final Rule (<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>) provides the rule text and supplemental information.

The Overview of the Final Rule (<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>) provides a summary of major rule provisions for informational purposes and is intended as a brief, simplified user guide for recipients and stakeholders.

The Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule (<https://home.treasury.gov/system/files/136/SLFRF-Compliance-Statement.pdf>) provides guidance on the transition from compliance with the Interim Final Rule to compliance with the Final Rule.

The Final Rule webinar (<https://youtu.be/rwcwxguVRO1>) and slide presentation (<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Webinar.pdf>) provide an introduction and summary of the Final Rule.

With the final rule, changes were made to the 6 major categories of eligible uses (<https://www.nlc.org/article/2022/01/11/final-rule-on-arpa-slfrf-grants-10-things-for-city-leaders-to-know/>). The permissible uses categories (<https://home.treasury.gov/system/files/136/SLFRP-Quick-Reference-Guide-FINAL-508a.pdf>) are

1. Support the Public health Response,
2. Address Negative Economic Impacts
3. Replace Public Sector Revenue Loss
4. Premium Pay for Essential Workers
5. Water, and Sewer Infrastructure
6. Broadband Infrastructure.

The change that will impact Oklahoma NEU municipalities the most by significantly broadening the permissible uses is under the revenue loss category. **Under the revenue loss category standard allowance option, an Oklahoma NEU municipality can use the entire allotment of their ARPA funds for Government services.** In order to use the funds for this purpose, In the final rule, recipients will be permitted to elect a fixed amount of loss that can then be used to fund government services. This fixed amount, referred to as the "standard allowance," is set at \$10 million total for the entire period of performance. In other words, the Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount to fund "government services". Government services generally include **any service traditionally provided by a government**, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- ✓ Road building and maintenance, and other infrastructure
- ✓ Health services
- ✓ General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements.

However, recipients should be mindful that payment of debt service, replenishing of financial reserves, deposits into pension funds, and satisfaction of settlements and judgments do not count as government services. For further information on the other restrictions on use, see page 41 of the overview of the final rule (<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>).

If the government service your municipality wants to provide is not listed in the final rule, follow the advice of your municipal attorney in determining whether the service would be a "Government service."

If you would like to know what changes were made to the other categories, the National League of Cities put together an article about the 10 Things for City Leaders to know about the Final Rule.

(<https://www.nlc.org/article/2022/01/11/final-rule-on-arpa-slfrf-grants-10-things-for-city-leaders-to-know/>)

Christian Rinehart
Associate General Counsel
Oklahoma Municipal League

What ARPA funds can be used on:

- Final Rule Released
(<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>) (1-7-21)
- Final Rule Overview
(<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>) (1-7-21)
- Updated Frequently Asked Questions
(<https://home.treasury.gov/system/files/136/SLFRF-FAQ.pdf>) (1-7-21)
- ARPA Permissible Uses PowerPoint
(<https://www.oml.org/s/ARPA-Permissible-Uses-Powerpoint-11-2-21.pdf>) (11-2-21)

- Fact Sheet on how funds can be used
(<https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf>)
- Frequently Asked Questions On Permissible Uses
(<https://www.oml.org/s/SLFRPFAQ.pdf>)
- ARPA Water and Sewer Uses
(<https://www.oml.org/s/ARPA-Water-and-Sewer-Uses.pdf>)



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CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
CITY OF PRYOR BUDGET					
GENERAL GOVERNMENT					
02-201-5023	GEN HEALTH INSURANCE - COBRA	\$1,000.00	SALARY/BENEFITS SUB TOTAL		
02-201-5031	GENSUPPLIES - JANITORIAL	\$9,000.00	\$6,000.00		
02-201-5032	GEN DUES AND SUBSCRIPTIONS	\$21,000.00	\$21,000.00		
02-201-5041	GEN UNALLOCATED RES & EXCESS	\$186,103.22	\$185,978.00		
02-201-5042	GEN INSUR- GENERAL LIABILITY	\$71,278.00	\$2,500.00		
02-201-5043	GEN INSURANCE- FLEET	\$26,737.00	\$77,100.00		
02-201-5044	INSURANCE - FIRE		\$25,000.00		
02-201-5045	GEN INSURANCE - PROPERTY	\$61,055.00	\$2,500.00		
02-000-2055	FLEXIBLE SPENDING ACCOUNT	\$30,400.00	\$30,400.00		
02-201-5051	GEN UTILITIES	\$33,000.00	\$40,000.00		
02-201-5061	GEN TELEPHONE	\$10,000.00	\$10,000.00		
02-201-5072	GEN OUTSIDE SERV -AUDITOR	\$15,000.00	\$15,000.00		
02-201-5073	GEN OUTSIDE SERV-ACCOUNTING	\$27,000.00	\$27,000.00		
02-201-5074	CITY BEAUTIFICATION & CLEANUP	\$10,000.00	\$0.00		
02-201-5075	GEN OUTSIDE SERVICES - other	\$169,000.00	\$95,000.00		
02-201-5076	CONTRACT NEGOTIATIONS				
02-201-5091	GEN REPAIR & MAINTENANCE	\$100,000.00	\$50,000.00	80000	
02-201-5092	GEN JANITORIAL CONTRACT				
02-201-5102	FUEL (CITY-COUNTY BLDG TANK)	\$5,000.00	\$0.00		no use last FY
02-201-5111	GEN EDUCATION EXPENSE	\$1,000.00	\$1,000.00	3000	
02-201-5251	RETIREMENT PLAN ADMIN.	\$5,240.00	\$5,240.00		
02-201-5260	GEN SOFTWARE	\$75,000.00	\$65,000.00		YOU HAVE ROOM TO LOWER THIS TO 65K SINCE REMOVING MY SOFTWARES
02-201-5265	CITY HOLIDAY DISPLAY	\$7,000.00	\$0.00	5000	mid year review
02-201-5270	RECODIFICATION	\$1,000.00	\$1,000.00		
02-201-5280	E-911 EXPENSES	\$9,000.00	\$0.00		no use last FY
02-201-5311	ELECTION EXPENSE	\$2,000.00	\$1,000.00		
02-201-5312	LEGAL PUBLICATION	\$3,500.00	\$2,500.00		
02-201-5321	RENT				
02-201-5330	HR AUDIT				
02-201-5331	SAFETY PROGRAM	\$2,000.00	\$1,500.00		

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
02-201-5332	SAFETY AWARDS - RECOGNITION				
02-201-5333	CHRISTMAS EMPLOYEE APPRECIATION	\$5,600.00	\$0.00		mid year review
02-201-5334	PRYOR MAIN STREET	\$20,000.00	\$20,000.00		
02-201-5335	PERSONNEL MANUAL UPDATE-CONSLU				
02-201-5337	PELIVAN	\$25,000.00	\$32,000.00		
02-201-5340	SENIOR CITIZENS NUTRITION - C.A.R.D.	\$5,000.00	\$5,000.00		
02-201-5341	General office supplies, misc.	\$5,000.00	\$5,000.00		
02-201-5344	YOUTH PROGRAM	\$1,000.00	\$1,500.00		Imagine Library
02-201-5345	SENIOR CITIZENS PROGRAM - SERTOMA	\$22,000.00	\$0.00		reevaluate in 2023-24 mid year
02-201-5346	VETERAN'S PROGRAM / american legion	\$1,000.00	\$1,000.00	1000	
02-201-5347	DAV	\$1,000.00	\$1,000.00	1000	
02-201-5350	CREDIT CARD & RELATED EXPENSES	\$6,000.00	\$10,000.00		
02-201-5349	ART GALLERY PROGRAMS	\$5,000.00	\$0.00		
02-201-5411	CAPITAL OUTLAY*				
02-201-5582	STATE PERMIT FEE				
	CAPITAL OUTLAY*				
	PLAN REVIEW - COMMUNITY DEVELOP*				
	GENERAL GOVERNMENT Totals:	\$977,913.22	\$740,218.00		
COMMUNITY DEVELOPMENT (CD)					
02-203-5011	BULDING INSPECTOR SALARY	\$73,402.16	\$73,402.16		
02-203-5012	LONGEVITY		\$0.00		
02-203-5013	OVERTIME		\$0.00		
02-203-5014*	COMMUNITY DEV. COORD. SALARY	\$67,743.85			
**	(CITY PLANNING) CLERK	\$36,400.00			
02-203-5015*	ASSISTANT BUILDING INSPECTOR	\$30,000.00	\$30,000.00		
02-203-5016	CD SICK TIME BUY BACK				
02-023-5017	ABATEMENT HEARING OFFICER EXPENSE	\$600.00	\$600.00		

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
02-203-5021	CD FICA	\$13,628.17	\$5,661.17		
02-203-5022	CD RETIREMENT AND PENSION	\$15,979.14	\$6,606.19		
02-203-5023	CD HEALTH INSURANCE	\$42,595.56	\$6,989.04		
02-203-5024	CD UNEMPLOYMENT TAX	\$744.00	\$257.00		
02-203-5025	CD WORKERS COMP INSURANCE	\$5,141.67	\$1,500.00		
	SALARY/BENEFITS SUB TOTAL	\$286,234.55	\$125,015.56		
02-203-5026	CD CLOTHING ALLOWANCE	\$1,000.00	\$500.00		
02-203-5031	CD SUPPLIES - OFFICE	\$1,000.00	\$500.00	1,000.00	
02-203-5032	CD SUPPLIES GENERAL	\$2,500.00	\$500.00	1,500.00	
02-203-5061	CD TELEPHONE	\$900.00	\$900.00		
02-203-5062	CD COMMUNICATION				
02-203-5091	CD REPAIR & MAINTENANCE	\$1,000.00	\$1,000.00		
02-203-5102	CD GAS AND OIL	\$1,200.00	\$1,200.00		
02-203-5111	CD EDUCATION EXPENSE	\$1,500.00	\$2,000.00		
02-203-5222	EDTA	\$50,000.00			take 50K move to 98
**	COMPUTER & SOFTWARE SUPPORT	\$9,000.00	\$0.00		
02-203-5344	CD NUISANCE CLEAN UP				
02-203-5413	CD CAP OUTLAY-SM PURCHASES				
	COMMUNITY DEVELOPMENT TOTAL	\$354,334.55	\$131,615.56		
PLANNING & ZONING / COMMUNITY DEVELOPMENT					
02-205-5011	P & Z SALARIES				
02-205-5012	P& Z SALARIES CLERICAL				
02-205-5018	P & Z INSURANCE				
02-205-5021	P & Z FICA				
02-205-5024	P & Z EMPLOYMENT TAX				
02-205-5025	P & Z WORKERS COMP INSURANCE				
	SUB TOTAL				
02-205-5032	P & Z SUPPLIES - GENERAL	\$2,500.00	\$500.00		
02-205-5061	P & Z TELEPHONE				
02-205-5075	P & Z OUTSIDE SERV - CONSULTANT				
02-205-5077	P & Z MISCELLANEOUS MAPPING	\$5,000.00	\$4,000.00		
02-205-5079	P & Z COMPREHENSIVE PLN UPDATE				

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
02-205-5091	P & Z REPAIR & MAINT - PARTS				
02-205-5111	P & Z EDUCATION EXPENSE				
02-205-5101	P & Z TRAVEL				
02-205-5313	P & Z PERIODICALS & PUB	\$2,000.00	\$0.00		
	PLANNING & ZONING TOTAL	\$9,500.00	\$4,500.00		
MANAGERIAL /MAYOR					
02-207-5011	MANAGERIAL SALARIES				
02-207-5012	MANAGERIAL SALARIES CLERICAL	\$48,048.00	\$37,856.00		
02-207-5013	MANAGERIAL SALARIES OVERTIME				
02-207-5014	MANAGERIAL LONGEVITY	\$420.00	\$0.00		
02-207-5015	MANAGERIAL SALARIES- MAYOR	\$91,023.92	\$91,024.00		
02-207-5016	MANAGERIAL SALARIES- COUNCIL	\$24,000.00	\$24,000.00		
02-207-5017	MANAGERIAL COMMITTEE MEETINGS				
02-207-5019	MANAGERIAL SALARIES JANITORIAL				
02-207-5021	MANAGERIAL FICA	\$12,507.13	\$11,695.32		
02-207-5022	MANAGERIAL RETIRE AND PENSION	\$14,714.27	\$13,759.20		
02-207-5023	MANAGERIAL HEALTH INSURANCE	\$31,820.82	\$36,000.00		
02-207-5024	MANAGERIAL EMPLOYMENT TAX	\$248.00	\$257.00		
02-207-5025	MANAG WORKERS COMP INSURANCE	\$4,655.02	\$2,700.00		
	SALARIES & BENEFITS SUB TOTAL	\$227,437.16	\$217,291.52		
02-207-5031	MANAGERIAL SUPPLIES - OFFICE	\$500.00	\$0.00	500.00	
02-207-5032	MANAGERIAL SUPPLIES -GENERAL				
02-207-5045	MANAGERIAL WORKERS COMP				
02-207-5061	MANAGERIAL TELEPHONE	\$500.00	\$0.00	500.00	
02-207-5091	MANAG REPAIR & MAINT - PARTS	\$750.00	\$0.00		
02-207-5101	MANAGERIAL TRAVEL EXPENSE	\$6,000.00	\$2,499.00	2500/5000	
02-207-5111	MANAGERIAL EDUCATION EXPENSE	\$3,500.00	\$2,000.00	3,000.00	
02-207-5112	MANAGERIAL NUISANCE CLEAN-UP				
02-207-5113	MANAGERIAL CLOTHING				
02-207-5114	MANAGERIAL GAS/OIL				
02-207-5115	MANAGERIAL CEM POSTAGE				
02-207-5116	MANAGERIAL VOLUNTEER-CEM				
02-207-5341	MANAGERIAL MISCELLANEOUS	\$1,000.00	\$1,000.00		

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
02-207-5411	MANAGERIAL CAPITAL OUTLAY				
02-207-5413	MANG CAPITAL OUTLAY-SM PURCH				
	MANAGERIAL TOTAL	\$239,687.16	\$222,790.52		
CLERICAL/ACCOUNTING					
02-209-5011	CLERK SALARIES	\$246,788.48	\$264,270.00		
02-209-5012	CLERK LONGEVITY	\$3,420.00	\$4,740.00		
02-209-5013	CLERK SALARIES CLERK - OT				
02-209-5014	CLERK TEMPORARY SERVICES				
02-209-5016	CLERK SICK TIME BUY BACK				
02-209-5021	CLERK FICA	\$19,140.95	\$23,363.87		
02-209-5022	CLERK RETIREMENT AND PENSION	\$22,518.76	\$27,486.90		
02-209-5023	CLERK HEALTH INSURANCE	\$44,579.94	\$69,337.15		
02-209-5024	CLERK EMPLOYMENT TAX	\$992.00	\$1,285.00		
02-209-5025	CLERK WORKERS COMP INSURANCE	\$705.46	\$421.57		
	SALARIES/BENEFITS SUB TOTAL	\$338,145.59	\$390,904.49		
02-209-5031	CLERK SUPPLIES - OFFICE	\$11,400.00	\$2,094.25		Timeclock
02-209-5032	CLERK SUPPLIES - GENERAL	\$3,500.00	\$15,000.00		
02-209-5033	CLERKSUPPLIES - CAPITAL OUTLAY				
02-209-5061	CLERK TELEPHONE	\$2,500.00	\$2,500.00		
02-209-5091	CLERK REPAIR & MAINT				
02-209-5092	CLERK REPAIR & MAINT - SERVICE				
02-209-5101	CLERK PERSONAL AUTO USE REIMB.	\$250.00	\$150.00	250	
02-209-5111	CLERK EDUCATION EXPENSE	\$3,500.00	\$2,000.00	4000	
02-209-5112	CLERK CLOTHING ALLOWANCE				
02-209-5341	CLERK MISCELLANEOUS		\$600.00	1000	
02-209-5342	CLERK POSTAGE	\$4,000.00	\$4,500.00	5,000	
02-209-5411	CLERK CAPITAL OUTLAY				
02-209-5413	CLERK CAPITAL OUTLAY-SM PURCH				
	CLERICAL ACCOUNTING TOTAL	\$363,295.59	\$417,748.74		
CITY ATTORNEY					
02-211-5011	ATTORNEY SALARIES- SERVICES	\$ 63,000.00	\$ 60,000.00		
02-211-5021	ATTORNEY FICA	\$ 4,820.00			

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
02-211-5024	ATTORNEY EMPLOYMENT TAX	\$ 248.00			
02-211-5025	ATTORNEY WORKERS COMP	\$ 279.21			
	SALARY/BENEFITS SUB TOTAL	\$68,347.21	\$60,000.00		
02-211-5071	ATTORNEY OUTSIDE SERVICES	\$ 3,000.00			
02-211-5101	TRAVEL EXPENSE	\$ 500.00			
02-211-5111	EDUCATION EXPENSE	\$ 500.00			
02-211-5341	ATTORNEY MISC LEGAL EXPENSES	\$ 2,500.00	\$ 2,500.00		
02-211-5342	ATTORNEY - ASSISTANT CITY				
	CITY ATTORNEY TOTAL	\$74,847.21	\$62,500.00		
CITY TREASURER					
02-213-5011	TREASURER SALARIES	\$23,030.80	\$23,031.00		
02-213-5021	TREASURER FICA	\$1,761.86	\$1,761.00		
02-213-5023	TREASURER HEALTH INSURANCE				
02-213-5024	TREASURER EMPLOYMENT TAX				
02-213-5025	TREASURER WORKERS COMP INSUR	\$45.00	\$0.00		paid out of managerial
		\$24,837.66	\$24,792.00		
02-213-5031	TREASURER SUPPLIES - OFFICE	\$ 100.00	\$ 150.00	300.00	
02-213-5032	TREASURER BONDING	\$ 1,000.00	\$ 1,000.00		
02-213-5101	TREASURER TRAVEL EXPENSE	\$ 100.00	\$ 100.00	250.00	
02-213-5111	TREASURER EDUCATION EXPENSE	\$ 300.00	\$ 1,500.00	2,000.00	
02-213-5341	TREASURER MISCELLANEOUS				
02-213-5411	TREASURER CAPITAL OUTLAY				
	CITY TREASURER TOTAL	\$26,337.66	\$27,542.00		
POLICE					
02-215-5010	POLICE RESERVES				
02-215-5011	POLICE SALARIES	\$2,364,589.81	\$2,327,309.84		
02-215-5012	POLICE LONGEVITY	\$25,800.00	\$22,260.00		
02-215-5013	POLICE OVERTIME	\$27,000.00	\$80,000.00	90,000.00	
02-215-5016	POLICE SICKLEAVE BUYBACK				
02-215-5020	POLICE PHYSICAL FITNESS PROGRAM				
02-215-5021	POLICE FICA	\$184,159.20	\$187,315.59		
02-215-5022	POLICE CITY RETIREMENT	\$33,992.24	\$26,077.11		

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
02-215-5023	POLICE HEALTH INSURANCE	\$625,102.73	\$625,102.00		
02-215-5024	POLICE EMPLOYMENT TAX	\$10,168.00	\$10,023.00		
02-215-5025	POLICE DEPT WORKER'S COMP	\$125,092.47	\$95,000.00		
02-215-5026	POLICE PENSION	\$261,650.78	\$265,702.35		
02-215-5027	POLICE WORKERS COMP INSURANCE				
	SALARIES/BENEFITS SUB TOTAL	\$3,657,555.23	\$3,638,789.89		
02-215-5028	POLICE CLOTHING ALLOWANCE	\$1,550.00	\$1,550.00		
02-215-5029	POLICE DEPT INNOCULATIONS				
02-215-5032	POLICE SUPPLIES - GENERAL	\$12,000.00	\$9,000.00		
02-215-5033	POLICE UNIFORM - EQUIPMENT	\$20,700.00	\$20,700.00		
02-215-5034	POLICE NEW HIRE	\$25,000.00	\$25,000.00		
02-215-5051	POLICE UTILITIES	\$18,000.00	\$18,000.00	21,000.00	
02-215-5061	POLICE TELEPHONE	\$26,000.00	\$26,000.00		
02-215-5062	POLICE DUTY AMO & TRAINING	\$9,000.00	\$10,000.00		
02-215-5076	POLICE OUTSIDE SERV - AUXILIARY	\$1,500.00	\$21,600.00		roci/Buffy
02-215-5091	POLICE REPAIR & MAINTENANCE	\$43,000.00	\$30,000.00		
02-215-5092	POLICE REPAIR & MAINT-VEHICLES	\$75,000.00	\$75,000.00	80,000.00	
02-215-5102	POLICE GAS & OIL	\$95,000.00	\$86,000.00		
02-215-5111	POLICE FIREARMS TRAINING	\$12,000.00	\$10,800.00		
02-215-5112	POLICE TRAINING-EDUCATION	\$20,000.00	\$18,000.00		
02-215-5114	POLICE GRIEVANCE LEGAL FEE				
02-215-5260	POLICE - TECHNOLOGY	\$93,875.00	\$2,094.25	159905.75 to 44	TIMECLOCK - \$2094.25
02-215-5321	POL O.L.E.T.S. TERMINAL FEES	\$8,500.00	\$8,500.00		
02-215-5322	POLICE PROP RENTAL AND INSUR	\$600.00	\$600.00		
02-215-5332	POLICE CLOTHING & EQUIP. ALLOW				
02-215-5333	POLICE JAIL OPERATIONS	\$15,000.00	\$15,000.00		
02-215-5334	POLICE ANIMAL SHELTER EXPENSE				
02-215-5335	POLICE ADOPTION OPERATIONS				
02-215-5336	POLICE LAW EN FOR TV NETWORK				
02-215-5341	POLICE MISCELLANEOUS	\$750.00	\$500.00		
02-215-5342	POLICE POSTAGE	\$300.00	\$350.00		
02-215-5343	POLICE MAYES CO PRISONER FEE				
02-215-5344	POLICE INVESTIGATIONS	\$1,500.00	\$1,500.00		
02-215-5345	POLICE EMPLOYEE TESTING	\$6,500.00	\$4,000.00		

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED	NOTES
02-215-5411	POLICE CAPITAL OUTLAY			
02-215-5413	POLICE CAPITAL OUTLAY-SM PURCH			
02-215-5419 (5260?)	POLICE - TECHNOLOGY			
	TOTAL	\$4,143,330.23	\$4,022,984.14	
02-216-5011	ANIMAL SHELTER SALARIES	\$131,208.00	\$131,208.00	
02-216-5012	ANIMAL SHELTER LONGEVITY	\$900.00	\$1,320.00	
02-216-5013	ANIMAL SHELTER OVERTIME	\$6,000.00	\$6,000.00	
02-216-5016	TEMPORARY	\$24,000.00	\$24,000.00	
02-216-5021	ANIMAL SHELTER FICA	\$10,106.26	\$10,138.39	
02-216-5022	ANIMAL SHELTER RETIREMENT AND PENSION	\$11,889.72	\$11,927.52	
02-216-5023	ANIMAL SHELTER HEALTH INSURANCE	\$38,185.37	\$40,578.09	
02-216-5024	ANIMAL SHELTER EMPLOYMENT TAX	\$744.00	\$771.00	
02-216-5025	ANIMAL SHELTER WORK COMP	\$7,438.97	\$6,200.00	
	SALARIES/BENEFITS SUB TOTAL	\$230,472.32	\$232,143.00	
02-216-5032	ANIMAL SHELTER SUPPLIES - GENERAL	\$48,000.00	\$45,000.00	
02-216-5033	ANIMAL SHELTER - ANIMAL CARE	\$1,000.00	\$0.00	
02-216-5051	ANIMAL SHELTER UTILITIES	\$8,000.00	\$8,500.00	
02-216-5061	ANIMAL SHELTER TELEPHONE	\$1,600.00	\$1,300.00	
02-216-5035	ANIMAL SHELTER PET STORE FEES			
02-216-5091	ANIMAL SHELTER RPR&MNTNCE	\$7,000.00	\$5,000.00	
02-216-5335	ANIMAL SHELTER ADOPTION OPER	\$250.00	\$400.00	
02-216-5411	ANIMAL SHELTER CAPITAL OUTLAY	\$10,000.00	\$2,100.00	
	TOTAL	\$306,322.32	\$294,443.00	
FIRE DEPARTMENT				
02-217-5010	FIRE VOLUNTEERS	\$54,216.00	\$35,016.00	
02-217-5011	FIRE SALARIES	\$1,200,677.58	\$1,198,572.68	
02-217-5012	FIRE LONGEVITY	\$18,480.00	\$18,120.00	
02-217-5013	FIRE OVERTIME	\$13,000.00	\$16,000.00	
02-217-5016	FIRE SICK LEAVE BUY BACK	\$16,417.40	\$14,189.43	
02-217-5018	FIRE SALARIES - CAPITAL OUTLAY			

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
02-217-5020	FIRE PHYSICAL EXAMS				
02-217-5021	FIRE FICA	\$18,456.63	\$17,863.45		
02-217-5022	FIRE DEPT INNOCULATIONS				
02-217-5023	FIRE HEALTH INSURANCE	\$324,415.80	\$325,718.40		
02-217-5024	FIRE EMPLOYMENT TAX	\$4,960.00	\$5,140.00		
02-217-5025	FIRE DEPARTMENT-WORKER'S COMP	\$87,418.36	\$55,000.00		
02-217-5026	FIRE RETIREMENT	\$172,980.50	\$172,323.50		
02-217-5027	LIFE INSURANCE (RELIANCE)	\$3,264.00	\$3,264.00		
	SALARIES/BENEFITS SUB TOTAL	\$1,914,286.27	\$1,861,207.46		
02-217-5028	FIRE CLOTHING ALLOWANCE	\$15,500.00	\$25,000.00		
02-217-5031	FIRE SUPPLIES - OFFICE	\$2,000.00	\$2,500.00	3,200.00	
02-217-5033	FIRE SUPPLIES - CAPITAL OUTLAY				
02-217-5051	FIRE UTILITIES	\$24,000.00	\$24,000.00		
02-217-5061	FIRE TELEPHONE	\$5,000.00	\$2,500.00		
02-217-5062	FIRE COMMUNICATIONS				
02-217-5076	FIRE OUTSIDE SERVICES-VOLUN	\$5,000.00	\$5,000.00		
02-217-5091	FIRE REPAIR & MAINTENANCE	\$30,000.00	\$38,000.00		
02-217-5102	FIRE GAS & OIL	\$22,000.00	\$27,000.00		
02-217-5111	FIRE EDUCATION EXPENSE	\$8,000.00	\$8,000.00		
02-217-5112	FIRE DEPT TV TRAINING NETWORK				
02-217-5114	FIRE GRIEVANCE LEGAL FEE				
02-217-5332	FIRE CLOTHING				
02-217-5333	FIRE BUNKER GEAR				
02-217-5341	FIRE MISCELLANEOUS -SPECIAL ASSIGN				
02-217-5411	FIRE CAPITAL OUTLAY	\$13,000.00	\$4,178.50	14821 to capoutlay	2 TIMECLOCKS - \$4178.50
02-217-5413	FIRE CAP OUTLAY-SM PURCHASES				
	FIRE DEPARTMENT TOTAL:	\$2,038,786.27	\$1,997,385.96		
PARK					
02-219-5011	PARK SALARIES	\$140,582.16	\$142,135.00	169927	
02-219-5012	PARK WAGES-POOL(PER & MANAG.)	\$13,000.00	\$0.00		
02-219-5013	PARK OVERTIME				

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
02-219-5014	PARK TEMPORARY EMPLOYEES	\$13,000.00	\$13,000.00	14500	
02-219-5015	PARK LONGEVITY	\$3,600.00	\$4,020.00		
02-219-5016	PARK SICK LEAVE BUY BACK				
02-219-5019	MAINTENANCE & JANITORIAL	\$95,654.32	\$95,529.00		Cynthia, Gary and Maggie(Janitors and Maint)
02-219-5021	PARK FICA	\$18,430.11	\$20,697.54		
02-219-5022	PARK RETIREMENT AND PENSION	\$21,585.28	\$24,252.84		
02-219-5023	PARK HEALTH INSURANCE	\$46,564.32	\$49,175.18		
02-219-5024	PARK EMPLOYMENT TAX	\$1,488.00	\$1,799.00		
02-219-5025	PARK WORKERS COMP INSURANCE	\$10,939.22	\$6,963.45		
	SALARIES/BENEFITS SUB TOTAL	\$364,843.41	\$357,572.01		
02-219-5026	PARK CLOTHING ALLOWANCE	\$1,250.00	\$1,200.00		
02-219-5031	PARK SUPPLIES - OFFICE				
02-219-5032	PARK SUPPLIES -GENERAL	\$ 4,000.00	\$ 2,000.00		
02-219-5033	PARK SUPPLIES - CAPITAL OUTLAY				
02-219-5051	PARK UTILITIES	\$ 54,000.00	\$ 54,000.00		
02-219-5061	PARK TELEPHONE	\$ 1,500.00	\$ 1,500.00		
02-219-5075	PARK OUTSIDE SERVICES	\$ 10,000.00	\$ -	10,000.00	
02-219-5091	PARK REPAIR & MAINTENANCE	\$ 18,000.00	\$ 16,000.00	18000	
02-219-5092	PARK POOL- OUTSIDE SERVICES				
02-219-5093	PARK POOL EXPENSES- OTHER	\$ 3,000.00	\$ -		
02-219-5096	POOL-TELEPHONE				
02-219-5097	PARK POOL - SUPPLIES	\$ 2,000.00	\$ -		
02-219-5098	PARK POOL - CHEMICALS	\$ 5,000.00	\$ -		
02-219-5099	PARK POOL - REPAIR & MAINT	\$ 15,000.00	\$ -		
02-219-5102	PARK GAS & OIL	\$ 5,000.00	\$ 5,000.00	6,000.00	
02-219-5111	PARK EDUCATION EXPENSE				
02-219-5341	PARK MISCELLANEOUS	\$ 1,000.00	\$ 1,000.00		
02-219-5411	PARK CAPITAL OUTLAY	\$ -			
02-219-5413	PARK CAPITAL OUTLAY-SM PURCH	\$ 6,000.00	\$ 2,100.00	6000	TIMECLOCK - \$2094.25
02-219-5415	PARK PLAYGROUND EQUIPMENT				
	PARK TOTAL	\$490,593.41	\$440,372.01		
LIBRARY					
02-221-5011	LIBRARY SALARIES	\$357,806.29	\$377,161.00		
02-221-5012	LIBRARY LONGEVITY	\$960.00	\$1,920.00		

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
02-221-5013	LIBRARY OVERTIME		\$500.00		
02-221-5014	LIBRARY TEMPORARY SERVICES				
02-221-5016	LIBRARY SICK LEAVE BUY BACK				
02-221-5018	LIBRASALARIES - CAPITAL OUTLAY				
02-221-5021	LIBRARY FICA	\$27,486.93	\$29,041.03		
02-221-5022	LIBRARY RETIREMENT AND PENSION	\$24,009.86	\$24,654.35		
02-221-5023	LIBRARY HEALTH INSURANCE	\$45,002.75	\$38,660.02		
02-221-5024	LIBRARY EMPLOYMENT TAX	\$2,407.90	\$2,593.44		
02-221-5025	LIBRARY WORKERS COMP INSURANCE	\$1,032.68	\$550.00		
	SALARIES/BENEFITS SUB TOTAL	\$458,706.41	\$475,079.84		
02-221-5031	LIBRARY LIBRARY SUPPLIES	\$10,700.00	\$9,050.00		
02-221-5032	LIBRARY NON-BOOK MATERIALS	\$16,800.00	\$15,580.00	\$15,780.00	
02-221-5033	LIBRARY OFFICE SUPPLIES	\$9,900.00	\$9,700.00		
02-221-5034	LIBRARY BOOKS	\$20,000.00	\$20,000.00		
02-221-5035	LIBRARY JANITORIAL SUPPLIES				
02-221-5036	LIBRARY PROGRAMS	\$4,650.00	\$4,650.00		
02-221-5037	LIBRARY IMAGING	\$1,250.00	\$1,250.00		
02-221-5038	LIBRARY PUB USE COP/PRINTR SUP				
02-221-5051	LIBRARY UTILITIES	\$20,000.00	\$27,092.00	\$28,000.00	
02-221-5061	LIBRARY TELEPHONE	\$10,000.00	\$10,368.00		
02-221-5075	LIBRARY JANITORIAL CONTRACT				
02-221-5091	LIBRARY REPAIR & MAINTENANCE	\$10,000.00	\$10,000.00		TIMECLOCK - \$2094.25
02-221-5092	LIBRARY REPAIR & MAINTENANCE				
02-221-5101	LIBRARY TRAVEL EXPENSE	\$1,000.00	\$3,000.00		
02-221-5111	LIBRARY EDUCATION EXPENSE	\$1,000.00	\$1,100.00		
02-221-5112	LIBRARY CLOTHING ALLOWANCE				
02-221-5341	LIBRARY MISCELLANEOUS				
02-221-5342	LIBRARY POSTAGE	\$1,100.00	\$1,100.00		
02-221-5343	LIBRARY PUBLISHING				
02-221-5411	LIBRARY CAPITAL OUTLAY				
02-221-5413	LIBRARYCAPITAL OUTLAY-SM PURCH				
	LIBRARY TOTAL	\$565,106.41	\$587,969.84		

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
CEMETERY					
02-223-5011	CEMETERY SALARIES	\$139,350.00	\$139,350.00		
02-223-5012	CEMETERY LONGEVITY	\$3,780.00	\$4,080.00		
02-223-5013	CEMETERY OVERTIME				
02-223-5016	CEMETERY SICK LEAVE BUY BACK				
02-223-5018	CEMETERY TEMPORARY SERVICES		\$8,000.00		
02-223-5021	CEMETERY FICA	\$10,949.45	\$10,972.40		
02-223-5022	CEMETERY RETIRE AND PENSION	\$12,881.70	\$12,908.70		
02-223-5023	CEMETERY HEALTH INSURANCE	\$40,815.46	\$41,652.26		
02-223-5024	CEMETERY EMPLOYMENT TAX	\$744.00	\$771.00		
02-223-5025	CEMETERY WORKER'S COMP.	\$10,393.34	\$8,500.00		
	SALARIES/BENEFITS SUB TOTAL	\$218,913.95	\$226,234.36		
02-223-5027	CEMETERY CLOTHING ALLOWANCE				
02-223-5032	CEMETERY SUPPLIES - GENERAL	\$1,000.00	\$600.00		
02-223-5033	CEMETERY SUPPLIES - CAP OUTLAY				
02-223-5051	CEMETERY UTILITIES	\$5,300.00	\$5,000.00		
02-223-5061	CEMETERY TELEPHONE	\$500.00	\$350.00		
02-223-5091	CEMETERY REPAIR & MAINTENANCE	\$21,000.00	\$15,000.00	20000	
02-223-5102	CEMETERY GAS & OIL	\$6,000.00	\$6,000.00		
02-223-5111	CEMETERY EDUCATION EXPENSE				
02-223-5332	CEMETERY CLOTHING ALLOWANCE				
02-223-5341	CEMETERY MISCELLANEOUS	\$0.00			
02-223-5411	CEMETERY CAPITAL OUTLAY	\$0.00			
	CEMETERY ROADS				
02-223-5413	CEMETERY CAP OUTLAY-SM PURCH	\$4,000.00	\$2,100.00	3000	TIMECLOCK - \$2094.25
	CEMETERY TOTAL	\$256,713.95	\$255,284.36		
CEM					
02-225-5010	CEM VOLUNTEERS				
02-225-5011	CEM SALARIES	\$20,000.00	\$20,000.00		
02-225-5012	CEM WAGES				
02-225-5013	CEM ASSIST DIRECTOR				
02-225-5016	CEM SICK TIME BUY BACK				
02-225-5021	CEM FICA				

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED	NOTES
02-225-5022	CEM RETIREMENT			
02-225-5023	CEM HEALTH INSURANCE			
02-225-5024	CEM EMPLOYMENT TAX			
02-225-5025	CEM WORK COMP INSUR		\$450.00	
	SUB TOTAL	\$20,000.00	\$20,450.00	
02-225-5026	CEM CLOTHING ALLOW			
02-225-5031	CEM SUPPLIES - OFFICE			
02-225-5032	CEM SUPPLIES - GENERAL			
02-225-5033	CEM SUPPLIES - CAP OUTLAY			
02-225-5034	CEM SIRENS			
02-225-5051	CEM UTILITIES	\$6,500.00	\$0.00	
02-225-5061	CEM TELEPHONE	\$2,000.00		
02-225-5062	CEM COMMUNICATIONS			
02-225-5076	CEM VOLUNTEER EXPENSE			
02-225-5091	CEM REPAIR & MAINT	\$4,000.00	\$2,500.00	
02-225-5092	CEM REPAIR &, MAINT SERVICE			
02-225-5102	CEM GAS & OIL			
02-225-5111	CEM EDUCATION EXPEN			
02-225-5341	CEM MISCELLANEOUS			
02-225-5342	CEM POSTAGE			
02-225-5411	CEM CAPITAL OUTLAY			
02-225-5413	CEM CAPIT OUTLAY-SM PURCHASES			
	CIVIL DEFENSE TOTAL	\$32,500.00	\$22,950.00	
MUNICIPAL COURT				
02-231-5011	COURT SALARIES	\$86,436.00	\$83,524.00	
02-231-5012	COURT LONGEVITY	\$420.00	\$420.00	
02-231-5013	COURT SALARIES -OVERTIME			
02-231-5014	COURT TEMPORARY SERVICES			
02-231-5016	COURT SICK LEAVE BUY BACK			
02-231-5017	COURT SALARIES MUNICIPAL JUDGE	\$11,232.00	\$11,232.00	
02-231-5018	COURT SALARIES CITY PROSECUTOR	\$17,692.00	\$17,692.00	
02-231-5021	COURT FICA	\$8,857.17	\$8,634.40	

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
14-145-5016	STREET SICK LEAVE BUY BACK				
14-145-5021	STREET FICA	\$35,457.35	\$38,910.58		
14-145-5022	STREET RETIREMENT & PENSION	\$41,617.33	\$45,679.95		
14-145-5023	STREET HEALTH INSURANCE	\$115,423.64	\$152,151.50		
14-145-5024	STREET EMPLOYMENT TAX	\$2,480.00	\$2,827.00		
14-145-5025	STREET WORKERS COMP INSURANCE	\$56,136.67	\$50,000.00		
	SALARIES/BENEFITS SUB TOTAL	\$713,529.75	\$806,124.03		
14-145-5026	STREET CLOTHING ALLOWANCE	\$3,500.00	\$3,500.00		
14-145-5031	SUP. MATERIALS 3030 CRACK SEAL	\$20,000.00	\$20,000.00		
14-145-5032	STREET SIGNS AND SIGNALS	\$10,000.00	\$10,000.00		
14-145-5033	STREET SUPP ASPHALT MTRLS	\$5,000.00	\$5,000.00		
14-145-5034	STREET SUPPLIES GENERAL	\$10,000.00	\$12,500.00	cameras	TIMECLOCK - \$2094.25
14-145-5045	STREET INSURANCE - PROPERTY	\$1,898.00	\$1,900.00		
14-145-5051	STREET UTILITIES	\$13,000.00	\$18,000.00		
14-145-5061	STREET TELEPHONE	\$800.00	\$800.00		
14-145-5075	STREET OUTSIDE SERV- ENGINERG	\$70,000.00	\$70,000.00		
14-145-5076	STREET OUTSIDE SERV - INSPECTION	\$30,000.00	\$30,000.00		
14-145-5092	STREET DRAINAGE PROJECTS-	\$807,173.13	\$808,000.00		
14-145-5102	STREET GASOLINE AND OIL	\$45,000.00	\$45,000.00		
14-145-5321	STREET VEHICLE LEASE (SWEEPER)				
14-145-5334	STREET CONCRETE MATERIALS	\$30,000.00	\$30,000.00		
14-145-5341	STREET MISCELLANEOUS	\$500.00	\$500.00		
14-145-5342	STREET REPAIR & MAINTENANCE	\$70,000.00	\$70,000.00		
14-145-5343	STREET MOWING	\$30,000.00	\$28,000.00		
14-145-5344	STREET SAFETY EQUIPMENT				
14-145-5408	STREETS W FIRST DRAINAGE				
14-145-5409	STREET EAST HWAY 20 DRAINAGE				
14-145-5410	STREET ASPHALT OVERLAY	\$675,852.44	\$675,852.00		
14-145-5411	STREET CAPITAL OUTLAY	\$272,000.00	\$273,500.00		surcharge on trucks
14-145-5412	STREET 9TH ST SIGNALIZATION				
14-145-5413	STREET CAPITAL OUTLAY-SM PURCH	\$0.00			
14-145-5414	STREET FAIRLAND ST PROJECT				
14-145-5415	STREET SIDEWALK PROJECTS _	\$60,000.00	\$50,000.00		

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED	NOTES
14-145-5416	STREET ELLIOTT PAVEMENT PROJ.			
14-145-5417	STREET VANN PAVEMENT PROJECT			
14-145-5418	STREET OIL AND CHIP	\$20,000.00	\$20,000.00	
14-145-5419	OAKWOOD RD PROJECT			
14-145-5420	STREET NE 5TH ST DRAINAGE PROJ			
14-145-5421	STREET FARLAND ST PROJ			
14-145-5422	STREET UNSPECIFIED CAP OUTLAY	\$0.00		
14-145-5423	STREET MISC DRAINAGE	\$20,000.00	\$20,000.00	
14-145-5425	STREET ASPHALT OVERLAY		\$40,000.00	Re-Name to MUB LIGHT Maint
14-145-5428	STREET NORTH ELLIOTT ST /2017 CONCRETE REPAIR			
14-145-5429	STREET SOUTH ELLIOTT -STP 149B			
14-145-5430	STREET-CEMETERY DRAINAGE & UTILITY	\$5,000.00	\$5,000.00	
14-145-5431	STREET MISC CAPITAL OUTLAY REVENUE BOND PAYMENT			
14-145-5432	STREET - SALT	\$7,000.00	\$7,000.00	
14-145-5433	HWY 69 KUM N GO LIGHT			
	STREET & DRAINAGE Totals: STREET & DRAINAGE IMPROV. SALE Totals:	\$2,920,253.32	\$3,050,676.03	
Notes:		\$1,862,518.00	\$1,862,518.00	est. tax funding
		\$921,458.00	\$921,458.00	est. from reserve -
				est. reserves balance= \$1,256,197
CEMETERY CARE FUND				
19-195-5341	MISCELLANEOUS			
19-195-5410	GRAVESIDE RITE STRUCTURE	\$10,000.00	\$10,000.00	
19-195-5411	CEMETERY FENCING			
19-195-5412	ROAD REPAIR	\$60,000.00	\$60,000.00	

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
19-195-5414	CIO HARRISON MEMORIAL LAKE				
19-195-5415	GRAHAM GRAVESITE DEVELOPMENT				
	CEMETERY CARE FUND TOTAL	\$70,000.00	\$70,000.00		
Notes:					
	Annual Income				
GOLF COURSE					
41-415-5011	GOLF SALARIES	\$165,498.16	\$168,762.00		
41-415-5012	GOLF TEMP SERVICES WAGES	\$72,900.00	\$73,000.00		
41-415-5013	GOLF OVERTIME				
41-415-5014	GOLF LONGEVITY				
41-415-5015					
41-415-5016	GOLF SICK LEAVE BUY BACK				
41-415-5021	GOLF FICA	\$12,660.61	\$12,586.55		
41-415-5022	GOLF RETIREMENT & PENSION	\$14,894.83	\$14,807.70		
41-415-5023	GOLF HEALTH INSURANCE	\$26,579.94	\$39,219.02		
41-415-5024	GOLF EMPLOYMENT TAX	\$744.00	\$771.00		
41-415-5025	GOLF WORKERS COMP INSURANCE	\$3,609.49	\$2,500.00		
	SALARIES/BENEFITS SUB TOTAL	\$296,887.03	\$311,646.27		
41-415-5031	GOLF SUPPLIES - OFFICE	\$2,000.00	\$2,000.00		
41-415-5032	GOLF SUPPLIES - GENERAL	\$3,100.00	\$3,100.00		
41-415-5033	GOLF SUPPLIES - CAPITAL OUTLAY				
41-41 55034	GOLF CART LEASING				
41-415-5035	GOLF ADVERTISING	\$5,000.00	\$5,000.00		
41-415-5036	GOLF FOOD FOR TRUSTEES				
41-415-5037	GOLF AUTO EXPENSE (MILEAGE)				
41-415-5038	GOLF DUES & SUBSCRIPTIONS	\$1,500.00	\$1,500.00		
41-415-5039	GOLF FERTILIZER & LIME				
41-415-5040	GOLF REPAIR AND MAINT.PRO SHOP	\$1,500.00	\$1,500.00		
41-415-5041	GOLF WORKERS COMP				
41-415-5043	GOLF INSURANCE, VEHICLES				
41-415-5044	GOLF INSURANCE, PROPERTY	\$5,192.00	\$5,200.00	5,192.00	
41-415-5045	GOLF CART MAINTENANCE FEES	\$25,000.00	\$25,000.00		
41-415-5046	GOLF TRAVEL	\$3,000.00	\$3,000.00		
41-415-5047	GOLF SHOP MEMBERSHIP (10%)	\$18,000.00	\$22,000.00	18000	
41-415-5051	GOLF UTILITIES	\$25,000.00	\$30,000.00	28000	

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
41-415-5053	GOLF CHEMICALS	\$45,000.00	\$60,000.00	50000	
41-415-5054	GOLF GREENS IMPROVEMENT				
41-415-5055	GOLF MAINT. TRAINING	\$500.00	\$500.00		
41-415-5061	GOLF TELEPHONE				
41-415-5075	GOLF OIS PRO SHOP MANAGER				
41-415-5076	GOLF PROFES FEES & LICENSES				
41-415-5091	GOLF REPAIR & MAINT-MATERIALS				
41-415-5092	GOLF REPAIR & MAINT	\$35,000.00	\$40,000.00	35000	
41-415-5102	GOLF FUEL, OIL & GREASE	\$17,000.00	\$23,000.00	20000	
41-415-5201	GOLF SALES TAX COLLECTED	\$32,000.00	\$45,000.00		
41-415-5233	GOLF IRRIGATION PROJ EXPENSES	\$7,000.00	\$9,000.00	7000	
41-415-5341	MISCELLANEOUS				
41-415-5342	GOLF EMERGENCY EXPENSES				
41-415-5345	GOLF DONATIONS/SCHOOL BUILDG				
41-415-5350	GOLF CREDIT CRD & RELATD EXPENS	\$12,000.00	\$3,000.00	10000	
41-415-5411	GOLF CAPITAL OUTLAY	\$48,000.00	\$50,000.00	48000	TIMECLOCK - \$2094.25
41-415-5412	GOLF CAPITAL OUTLAY-IRRIG LEAS				
41-415-5413	GOLF CAPITAL OUTLAY CART LEAS	\$33,304.00	\$33,304.00		
41-415-5414	GOLF COMMUNITY SERVICE				
41-415-5415	GOLF CART INTEREST				
41-415-5081	HALLOWEEN FESTIVAL	\$10,000.00	\$10,000.00		
41-415-5083	GOLF SOD	\$3,000.00	\$3,000.00		
NEW ITEM	CART PATH MAINTENANCE	\$50,000.00	\$50,000.00		
	GOLF TOTAL	\$678,983.03	\$736,750.27		
CAPITAL OUTLAY					
44-445-5031	OFFICE SUPP CAP OUTLAY				STREAMING CAMERAS \$2000
44-445-5032	ECONOMIC DEVELOPMENT				
44-445-5033	SUPPLIES CAPITAL OUTLAY				
44-445-5342	TRANSFER TO RESERVE				
44-445-5411	MUN COURT CAP OUTLAY				
44-445-5412	MANAGERIAL CAP OUTLAY				
44-445-5413	CEMETERY CAP OUTLAY	\$24,000.00	\$24,000.00		
44-445-5414	PHONE SYSTEM				
44-445-5415	PARKS CAP OUTLAY	\$116,000.00	\$119,000.00		adding 3000from sm purchase

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
44-445-5416	LIBRARY CAP OUTLAY	\$20,000.00	\$22,000.00		
44-445-5417	CLERK CAPITAL OUTLAY		\$75,500.00	0from sm purchase	23K ONE TIME, 25K YEARLY COSTS PAID OUT MONTHLY - CASELLE, 6K - GRANICUS, \$13,633.56 TCP (LOWER NEXT FY), 2367 FOR TECH EQUIPMENT
44-445-5418	POLICE DEP-VEHICLES CAP OUTLAY	\$226,117.68	\$226,000.00		
44-445-5419	PROPERTIES CAPITAL OUTLAY				
44-445-5421	CEM CAPITAL OUTLAY				
44-445-5422	FIRE DEPARTMENTCAPITAL OUTLAY	\$150,000.00	\$179,827.50		added 14827.5 from fire cap outlay
44-445-5423	GARAGE CAPITAL OUTLAY				
44-445-5424	POLICE EQUIPMENT CAP OUTLAY	\$172,400.00	\$332,305.00	159905.75 from 02-215-5260	
44-445-5430	RECREATION CENTER CAP OUTLAY				
44-445-5431	RECREATION CENTR-LEASE OPT				
44-445-5435	SERTOMA CAP OUTLY				
44-445-5440	IFR CAMERAS				
44-445-5445	PYO FIRE SYSTEM				
	ANIMAL SHELTER	\$65,000.00	\$50,000.00		23000 used.
	BUILDING INSPECTOR				
44-445-5447	GOLF CAPITAL OUTLAY	\$75,000.00	\$52,831.00		
	CAPITAL OUTLAY TOTAL	\$848,517.68	\$1,081,463.50		
REAL PROPERTY ACQUIS. RESERVE					
46-465-5411	REAL PROPERTY ACQUISITIONS				
46-465-5415	ANIMAL SHELTER FACILITY				
46-465-5420	REAL PROP DEBRIS REMOVAL 2007				
46-465-5421	REAL PROP TEMP SERV ICE STORM				
46-465-5422	GOOGLE WI-FI PROJECT	\$87,750.00	\$87,750.00		
46-465-5423					
46-465-5424	BUILDING REPAIRS DIRT /				
46-465-5425	DEC 2007 DEBRIS REMOVAL				
46-465-5426	TEM SERV DEC 07 ICE STORM				
46-465-5428	ANIMAL SHELTER FACILITY PROJ				

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
46-465-5449	CAPITAL OUTLAY	\$1,000.00	\$1,000.00		
46-465-5450	NUISANCE ABATEMENT	\$80,000.00	\$80,000.00		
	REAL PROP AQUIS RES TOTAL	\$168,750.00	\$168,750.00		
RECREATION CENTER					
84-845-5011	RECREATION CENTER SALARIES	\$299,746.49	\$310,145.82		
84-845-5013	OVERTIME	\$2,500.00	\$3,000.00		
84-845-5014	LONGEVITY	\$780.00	\$900.00		
84-845-5016	FITNESS SALRIES - TEMP Floor Staff		\$30,820.00		moved from line to 84-848-5018
84-845-5018	SALARIES -TEMP FRONT DESK	\$15,000.00	\$28,140.00	\$ 16,500.00	
84-845-5019	SALARIES -TEMP HOUSE KEEPING				
84-845-5017	SALARIES- TEMP WEEKEND MGR				
84-845-5021	FICA	\$23,072.90	\$23,795.01		
84-845-5022	RETIREMENT	\$27,047.38	\$27,896.92		
84-845-5023	HEALTH INSURANCE	\$73,789.97	\$65,063.33		
84-845-5024	EMPLOYMENT TAX	\$1,736.00	\$1,799.00		
84-845-5025	WORKERS COMP INSURANCE	\$2,385.65	\$1,500.00		
	SALARIES/BENEFITS SUB TOTAL	\$446,058.39	\$493,060.08		
84-845-5031	ADVERTISING	\$4,000.00	\$4,500.00		
84-845-5032	SUPPLIES - OFFICE	\$6,000.00	\$6,000.00		
84-845-5033	MEMBERSHIP ACCESS CARDS				
84-845-5034	BOOKS				
84-845-5035	POSTAGE	\$100.00	\$100.00		
84-845-5036	CLOTHING	\$3,000.00	\$3,000.00		
84-845-5037	SPORTING GOODS				
84-845-5038	FIRST AID SUPPLIES	\$250.00	\$250.00		
84-845-5039	CLEANING SUPPLIES	\$25,000.00	\$25,000.00		
84-845-5040	POOL SUPPLIES				
84-845-5041	FACILITY RENTAL				
84-845-5042	RESALE MERCHANDISE	\$20,000.00	\$25,000.00		
84-845-5043	LIABILITY INSURANCE				
84-845-5044	PROPERTY INSURANCE	\$20,358.00	\$20,358.00		
84-845-5045	CHILD CARE EXPENSES				
84-845-5046	COMPUTER TECH SUPPORT	\$20,000.00	\$20,000.00		

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
84-845-5047	GROUNDS KEEPING	\$10,000.00	\$14,000.00		
84-845-5048	PCRC EVENTS				
84-845-5051	UTILITIES	\$155,000.00	\$196,000.00		INCREASED FROM 168 TO 196 BASED OFF MIKES TRENDS
84-845-5061	TELEPHONE	\$3,000.00	\$2,500.00		
84-845-5075	OUTSIDE SERVICES	\$10,000.00	\$10,000.00		
84-845-5077	BANNER EXPENSES				
84-845-5079	DON'T USE				
84-845-5091	REPAIR AND MAINTENANCE	\$99,000.00	\$153,000.00	99000	(54K from 2023-23)
84-845-5092	MEMBERSHIPS & SUBSCRIPTIONS		\$100.00		
84-845-5093	CONFERENCES/WORKSHOPS		\$1,000.00		
84-845-5094	MERCHANDISE AND VENDING				
84-845-5101	TRAVEL EXPENSE				
84-845-5111	EDUCATION EXPENSE				
84-845-5151	SWIM TEAM EXPENSES				
84-845-5201	SALES TAX	\$9,000.00	\$9,200.00	9000	
84-845-5255	MACO FIT - O.D. MAYOR				
84-845-5341	MISCELLANEOUS-BONUS				
84-845-5350	CREDIT CARD & RELATED EXPENSES	\$20,000.00	\$20,000.00		
84-845-5410	CAPITAL OUTLAY - EQUIPMENT	\$170,000.00	\$61,000.00		TIMECLOCK - \$2094.25
84-845-5411	CAPITAL OUTLAY - COMPUTER				
84-845-5412	PRIOR DISBURSEMENTS				
84-845-5415	INTEREST EXPENSE				
84-845-5416	BOND PAYING AGENT FEES				
84-845-5417	BOND PRINCIPAL				
84-845-5425	OVERAGE 1 SHORTAGE				
84-845-_____	CAPITAL IMPROVEMENTS	\$365,000.00			
84-845-_____	Capital Outlay Sm Purchases		\$5,000.00		
	RECREATION CENTER SUBTOTAL	\$1,385,766.39	\$1,069,068.08		
AQUATIC					
84-846-5011	AQUATIC SALARIES	\$44,449.43	\$44,449.00		
84-846-5013	AQUATIC - OVERTIME				
84-846-5018	SALARIES AQUATIC - TEMP LIFEGUARDS		\$30,820.00	\$ 19,500.00	

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED	NOTES
84-846-5019	SALARIES - TEMP SWIM INSTRUCTORS		\$11,390.00	
84-846-5021	AQUATIC FICA	\$3,400.38	\$3,400.39	
84-846-5022	AQUATIC RETIREMENT	\$4,000.45	\$4,000.46	
84-846-5023	AQUATIC HEALTH INSURANCE	\$6,595.56	\$6,989.04	
84-846-5024	AQUATIC EMPLOYMENT TAX	\$248.00	\$257.00	
84-846-5025	AQUATIC WORKERS COMP INSURANCE	\$323.78	\$230.00	
	SALARIES/BENEFITS SUB TOTAL	\$59,017.60	\$101,535.89	
84-846-5032	AQUATIC SUPPLIES	\$ 12,000.00	\$ 25,000.00	
84-846-5034	AQUATIC TRAINING MANUALS /supplies			
84-846-5036	AQUATIC CLOTHING ALLOWANCE		\$ 1,000.00	
84-846-5075	AQUATIC OUTSIDE SERVICES			
84-846-5091	AQUATIC REPAIR AND MAINTENANCE	\$ 36,000.00	\$ 80,000.00	
84-846-5101	AQUATIC TRAVEL EXPENSE	\$ 1,500.00	\$ 1,500.00	
84-846-5111	AQUATIC EDUCATION EXPENSE	\$ 2,000.00	\$ 2,000.00	
84-846-5151	AQUATIC SWIM TEAM EXPENSES			
84-846-5410	AQUAT.CAP OUTLAY SM PURCHASES	\$ 1,000.00	\$ 4,000.00	UPDATED BASED OFF MIKES REQUEST
84-846-5155	POOL PARTY SUPPLIES			
	AQUATICS TOTAL	\$111,517.60	\$215,035.89	
CHILD WATCH				
84-847-5011	CHILD WATCH SALARIES (TEMP SVC)	\$ 28,000.00	\$ 40,200.00	
84-847-5013	CHILD WATCH OVERTIME			
84-847-5021	CHILD WATCH FICA			
84-847-5024	CHILD WATCH EMPLOYMENT TAX			
84-847-5025	CHILD WATCH WC INSURANCE			
	SALARIES/BENEFITS SUB TOTAL			
84-847-5032	CHILD WATCH SUPPLIES	\$ 1,000.00	\$ 1,000.00	
84-847-5091	CHILD WATCH REPAIR AND MAINT	\$ 1,000.00	\$ 1,000.00	
84-847-5410	CHILD W CAP OUTLAY SM PURCHASE	\$ 1,000.00	\$ 1,000.00	
	CHILD WATCH TOTAL	\$31,000.00	\$33,000.00	
FITNESS				
84-848-5011	FITNESS SALARIES	\$39,312.00	\$41,000.00	
84-848-5013	FITNESS OVERTIME			

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
84-848-5017	FITSALARIES TEMP PERSNL TRNR				
84-848-5018	FITNESS SALRIES - TEMP Floor Staff				moved line to 84-845-5016
84-848-5019	FITNESS salaries-Temp INSTRUCTORS	\$18,000.00	\$26,800.00	\$ 18,000.00	
84-848-5021	FITNESS FICA	\$3,007.37	\$3,127.66		
84-848-5022	FITNESS RETIREMENT	\$3,538.08	\$3,679.60		
84-848-5023	FITNESS HEALTH INSURANCE	\$6,595.56	\$6,989.04		
84-848-5024	FITNESS EMPLOYMENT TAX	\$248.00	\$257.00		
84-848-5025	FITNESS WC INSURANCE	\$311.33	\$210.00		
	SALARIES/BENEFITS SUB TOTAL	\$71,012.34	\$82,063.30		
84-848-5032	FITNESS - SUPPLIES		\$1,000.00	\$ -	
84-848-5075	FITNESS OUTSIDE SERVICES	\$200.00	\$200.00		
84-848-5091	FITNESS REPAIR AND MAINTENANCE	\$10,000.00	\$7,000.00		
84-848-5111	FITNESS EDUCATION EXPENSE	\$2,500.00	\$1,000.00		
84-848-5410	FITNESS CAP OUTLAY SM PURCHASE	\$10,000.00	\$5,000.00		
	CLOTHING ALLOWANCE				
	TRAVEL EXPENSES		\$1,000.00		
	FITNESS TOTAL	\$93,712.34	\$97,263.30		
	REC CENTER TOTAL	\$1,621,996.33	\$1,414,367.27		
PRYOR PUBLIC WORKS AUTHORITY					
88-885-5011	SALARIES	\$4,000.00	\$2,000.00		brush dump payroll
88-885-5021	FICA	\$306.00	\$306.00		
88-885-5022	RETIREMENT & PENSION	\$360.00	\$360.00		
88-885-5023	HEALTH INSURANCE	\$1,000.00	\$1,000.00		
88-885-5024	EMPLOYMENT TAX	\$40.00	\$40.00		
88-885-5025	WORKERS COMP INSURANCE				
	SUB TOTAL	\$5,706.00	\$3,706.00		
88-885-5075	OUTSIDE SERVICES				
88-885-5330	PRYOR ENVIRONMENTAL PROJECT				
88-885-5341	MISCELLANEOUS				
88-885-5342	TRANSFER TO OTHER FUNDS				
88-885-5343	CLEANUP COSTS				
88-885-5344	WEED CONTROL - DOWNTOWN & ALLEY				
88-885-5345	MOSQUITO SPRAYING	\$22,000.00	\$24,000.00		

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED	NOTES
88-885-5346	INDEPENDENCE DAY			
88-885-5347	NUISANCES	\$10,000.00	\$10,000.00	
88-885-5348	TROOP CELEBRATION			
88-885-5349	DUES - GRAND GATEWAY	\$4,250.00	\$4,250.00	paid at end of FY
88-885-5351	FUEL TANK REMOVAL			
88-885-5352	MAPPING			
88-885-5353	CODE SUPPLEMENT PROJECT			
88-885-5354	SOCCER DEBRIS REMOVAL			
88-885-5412	PRIOR DISBURSEMENTS			
88-885-5413	CAPITAL OUTLAY-EXPENSED			
	SUPPLIES			
	PPWA TOTAL	\$41,956.00	\$41,956.00	
E-911				
91-915-5011	SALARIES			
91-9155012	WAGES			
91-915-5013	OVERTIME			
91-915-5016	SICKLEAVE BUYBACK			
91-915-5021	FICA			
91-915-5023	HEALTH INSURANCE			
91-915-5024	EMPLOYMENT TAX			
91-915-5025	POLICE DEPT WORKER'S COMP.			
91-915-5026	POLICE PENSION			
	SUB TOTAL			
91-915-5031	LEASE PURCHASE - VOICE LOGGER			
91-915-5032	911 SYSTEM OPERATING SUPPLIES	\$2,500.00	\$2,500.00	
91-915-5033	SUPPLIES - CAPITAL OUTLAY			
91-915-5035	SOFTWARE			
91-915-5051	UTILITIES			
91-915-5061	911 TELEPHONE EQUIPMENT	\$10,000.00	\$10,000.00	
91-915-5111	DISPATCHER TRAINING			
91-915-5340	TOWER RENTAL			
91-915-5341	MISCELLANEOUS			

CITY OF PRYOR BUDGET 2023-2024		BUDGET 2022 - 2023 ACTUAL	BUDGET 2023 - 2024 PROPOSED		NOTES
91-915-5411	CAPITAL OUTLAY				
91-915-5413	CAPITAL OUTLAY-EXPENSED				
	E911 TOTAL	\$12,500.00	\$12,500.00		
	Revenues \$16,000				
EDTA					
98-		\$50,000.00	\$50,000.00	from CD to here	was paid in Community Dev

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement") is made effective as of the ___ day of **September 2023** by and between **Pryor Creek Music Festivals, Inc. ("PCMF")**, an Oklahoma corporation, and **The City of Pryor Creek, OK ("City")**.

RECITALS

- A. PCMF is involved in organizing, promoting and presenting an annual live music festival known as *Born & Raised* which is scheduled to be held from **September 13, 2023** through **September 16, 2023** (the "Event") at the PCMF facility near Pryor, Oklahoma (the "Venue");
- C. PCMF desires to contract with City for services in connection with Event, and City desires to provide such services, on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants that are contained in this Agreement, the parties hereto hereby agree as follows:

- SCOPE OF SERVICES.** PCMF hereby engages City, and City hereby agrees, to provide the services more fully described on Exhibit A attached hereto and made a part hereof (the "Services"). Except for those items, if any, expressly required by this Agreement to be furnished by PCMF, City shall furnish or provide all of the materials (including equipment and supplies, uniforms, communication equipment and any other equipment) and all other items necessary to perform the Services and to carry out and perform all of City's obligations under or pursuant to this Agreement. City hereby acknowledges that the total Compensation (as defined below) set forth on Exhibit B is inclusive of all materials and transportation required to provide the Services.
- TERM.** The term of this Agreement shall commence as of the effective date hereof and shall continue through **September 16, 2023** unless sooner terminated in accordance with the terms and conditions of this Agreement.
- COMPENSATION.** As full and complete compensation for all of the Services to be provided by City pursuant to this Agreement, PCMF shall remit payment to the City as more fully described on Exhibit B attached hereto and made a part hereof (the "Compensation"). Except as otherwise set forth on Exhibit B, all sums due to City under this Agreement shall be paid by PCMF to City within seven (7) days following the approval of this agreement by the City Council.
- SAFETY AND LEGAL REQUIREMENTS; AUTHORITY.** Without in any way limiting any other term or provision of this Agreement or any obligation of City hereunder City shall do or cause to be done all of the following: (a) perform the Services in a reasonable and proper manner that shall protect the health and safety of PCMF employees, agents and the public generally; (b) comply with all laws, policies, rules, and regulations applicable to the Services; (c) if an authorized management person of PCMF is not available, then contact the proper local authorities for assistance when such assistance is appropriate for safety; (d) obtain, maintain and comply with all licenses, permits, franchises and approvals from any governmental authority that may be required to enable City to perform all of the Services and fulfill all of its obligations under this Agreement; and (e) understand that PCMF is relying on City's expertise in the performance of the Services, ensure personnel comply with best practices for its industry, and communicate those if necessary to PCMF. City represents and warrants that it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of City, and the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound.
- INSURANCE.** City represents to PCMF that the vehicles (equipment) provided to the service of the event are currently insured as to claims by third parties in adequate amounts as deemed appropriate by law and in the judgment of the City.
- WAIVER BY CITY.** City agrees that PCMF shall not be responsible for any loss or damage to any property of City resulting from fire, theft or any other cause unless due to the negligence or willful misconduct of PCMF and, except to the extent expressly provided herein, City expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.
- TERMINATION.** This Agreement may be terminated (i) by PCMF immediately upon notice to City if City fails, refuses or neglects to perform each and every one of the Services to be performed by City under or pursuant to this Agreement or upon the breach by or failure of City to perform any of its obligations or covenants under this Agreement, (ii) by PCMF, with or without cause, upon five (5) days written notice to City, or (iii) by City immediately upon the failure of PCMF to perform any of its material covenants and conditions under this Agreement hereunder which has not been cured within five (5) days following written notice from Company to

PCMF. Following any termination of this Agreement, PCMF shall only be required to pay to City any compensation earned by City for any Services satisfactorily performed by City as of the date of such termination.

8. **INDEPENDENT CONTRACTOR STATUS.** City is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to City, its business affairs and its performance of its duties under or pursuant to this Agreement, including, without limitation, state and federal taxes applicable to this Agreement,. The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make PCMF liable for the debts or obligations of City. No officer, employee, agent, or servant of City shall be deemed at any time to be an employee, servant, or agent of PCMF for any purpose whatsoever.

9. **INTELLECTUAL PROPERTY.** City agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights to the Event or PCMF, artist(s) or their respective affiliates (sometimes collectively and individually referred to herein as the "Trademarks"), (b) ownership of all such Trademarks shall remain the property of PCMF or the artist(s), as the case may be, and (c) Company will not use any Trademarks under any circumstances without the prior written consent of PCMF, which consent PCMF may withhold in its sole and absolute discretion.

10. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, City and its officers, directors, shareholders, employees, agents, contractors and representatives may gain access or be exposed to certain confidential and proprietary information relating to the Event or the business of PCMF or its affiliates including budgetary information, bids, quotations, and pricing (sometimes collectively and individually referred to herein as the "Confidential Information"). City agrees, for itself and its officers, directors, shareholders, employees, agents and representatives, that all such Confidential Information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of PCMF, which consent may be withheld by PCMF in its sole and absolute discretion. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the term of this Agreement and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of proving inadequacy of legal remedies and without proving that PCMF and its affiliates or any of their respective officers, directors, shareholders, partners, contractors, employees, agents, contractors or representatives would suffer irreparable harm as a result of a violation of such confidentiality obligation.

11. **EFFECT OF AGREEMENT/ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this Agreement may not be assigned by City, nor may any of City's duties hereunder be delegated, without the prior written consent of PCMF. Notwithstanding any other term or provision of this Agreement, it is expressly understood and agreed by City that PCMF shall have the right to designate another entity, including, without limitation, one of its affiliated or related entities, to manage, direct and control the Services to be provided by City hereunder, and City agrees to fully cooperate with and comply with all directives and directions of any such other entity.

12. **FORCE MAJEURE EVENT.** The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of illness or death of an artist, an act of God, strike, labor dispute, war, fire, earthquake, act of public enemies, acts of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). In the event a Force Majeure Event renders the Services unnecessary or impracticable, PCMF may terminate this Agreement and shall have no further obligations to City hereunder.

13. **NOTICES.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery or by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed as follows:

PCMF: Pryor Creek Music Festivals, Inc.
PO Box 427
Pryor, OK 74362
Attention: Dave Giencke
Telephone no: 918-824-2288

City: The City of Pryor Creek
12 N Rowe St
Pryor, OK, 74361
Phone: 918-825-4077
Attention: Zac Doyle

All notices shall be deemed delivered either upon actual receipt thereof if personally delivered, including delivery by a recognized courier service or, if mailed, on the third day following deposit in the United States mails as provided above. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

14. **WAIVER.** No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

15. **CHOICE OF LAW.** The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Oklahoma, without regard to that State's rules with respect to choice of law and venue of any action shall be with the District Court of Mayes County.

16. **ENTIRE AGREEMENT / MISC.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. This Agreement may not be modified, altered or amended except by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the day and year first above written.

City:

PCMF:

By: _____

By: _____

Name: Zac Doyle

Name: Dave Giencke

Title: Mayor of City of Pryor Creek, Oklahoma

Title: Director of Operations

Attest as approved by the City Council of the City
Of Pryor Creek, Oklahoma on the ___ day of
_____, 2023

By: _____

Name: Courtney Davis

Title: City Clerk

Reviewed and approved by:

Chase McBride, City Attorney for City of
Pryor Creek, Oklahoma

EXHIBIT A

SERVICES

CITY SHALL PROVIDE THE FOLLOWING SERVICES:

City will locate one (1) quick response fire vehicle and one (1) fire tanker, at a total cost of **Two Thousand Six Hundred and Sixty-Six Dollars (\$2,666.00)** at the event, on _____, **2023** from **11:00 a.m.** until **2:00 a.m.**; and during those same hours on _____, **2023**.

PCMF understands and agrees that if equipment located on-location is required for any outside emergency engagement during the course of the Event, City may remove said equipment to fulfill its duties in the provision of services by the City to such outside emergency engagement. Upon such occurrence, PCMF agrees and understands that it shall be without the services of the City and specifically releases City from its obligation to perform hereunder during the time of such an outside emergency engagement. Upon such occurrence, City understands and agrees that all liability for equipment associated with said outside emergency engagement shall be that of the City upon leaving Venue.

City hereby acknowledges that total Compensation set forth on Exhibit B below is inclusive of all gear and transportation required to provide services outlined herein.

EXHIBIT B

COMPENSATION

In accordance with Section 3 of the Agreement, City shall receive Compensation as follows:

The total Compensation due to City is **Two Thousand Six Hundred Sixty-Six Dollars (\$2,666.00)** (amount is inclusive of any and all taxes, fees and dues affiliated with Services). Under no circumstances shall Company be entitled to receive any amount in excess thereof, without the prior written consent of PCMF.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement") is made effective as of the ____ day of August 2023 by and between Pryor Creek Music Festivals, Inc. ("PCMF"), an Oklahoma corporation, and The City of Pryor Creek, OK ("City").

RECITALS

- A. PCMF is involved in organizing, promoting and presenting an annual live music festival known as *Rocklahoma* which is scheduled to be held from **Thursday, August 31st** through **Sunday, September 3rd, 2023** (the "Event") at the PCMF facility near Pryor, Oklahoma (the "Venue");
- C. PCMF desires to contract with City for services in connection with Event, and City desires to provide such services, on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants that are contained in this Agreement, the parties hereto hereby agree as follows:

1. **SCOPE OF SERVICES.** PCMF hereby engages City, and City hereby agrees, to provide the services more fully described on Exhibit A attached hereto and made a part hereof (the "Services"). Except for those items, if any, expressly required by this Agreement to be furnished by PCMF, City shall furnish or provide all of the materials (including equipment and supplies, uniforms, communication equipment and any other equipment) and all other items necessary to perform the Services and to carry out and perform all of City's obligations under or pursuant to this Agreement. City hereby acknowledges that the total Compensation (as defined below) set forth on Exhibit B is inclusive of all materials and transportation required to provide the Services.
2. **TERM.** The term of this Agreement shall commence as of the effective date hereof and shall continue through **September 3rd, 2023 unless sooner terminated in accordance with the terms and conditions of this Agreement.**
3. **COMPENSATION.** As full and complete compensation for all of the Services to be provided by City pursuant to this Agreement, PCMF shall remit payment to the City as more fully described on Exhibit B attached hereto and made a part hereof (the "Compensation"). Except as otherwise set forth on Exhibit B, all sums due to City under this Agreement shall be paid by PCMF to City within seven (7) days following the approval of this agreement by the City Council.
4. **SAFETY AND LEGAL REQUIREMENTS; AUTHORITY.** Without in any way limiting any other term or provision of this Agreement or any obligation of City hereunder City shall do or cause to be done all of the following: (a) perform the Services in a reasonable and proper manner that shall protect the health and safety of PCMF employees, agents and the public generally; (b) comply with all laws, policies, rules, and regulations applicable to the Services; (c) if an authorized management person of PCMF is not available, then contact the proper local authorities for assistance when such assistance is appropriate for safety; (d) obtain, maintain and comply with all licenses, permits, franchises and approvals from any governmental authority that may be required to enable City to perform all of the Services and fulfill all of its obligations under this Agreement; and (e) understand that PCMF is relying on City's expertise in the performance of the Services, ensure personnel comply with best practices for its industry, and communicate those if necessary to PCMF. City represents and warrants that it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of City, and the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound.
5. **INSURANCE.** City represents to PCMF that the vehicles (equipment) provided to the service of the event are currently insured as to claims by third parties in adequate amounts as deemed appropriate by law and in the judgment of the City.
6. **WAIVER BY CITY.** City agrees that PCMF shall not be responsible for any loss or damage to any property of City resulting from fire, theft or any other cause unless due to the negligence or willful misconduct of PCMF and, except to the extent expressly provided herein, City expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.
7. **TERMINATION.** This Agreement may be terminated (i) by PCMF immediately upon notice to City if City fails, refuses or neglects to perform each and every one of the Services to be performed by City under or pursuant to this Agreement or upon the breach by or failure of City to perform any of its obligations or covenants under this Agreement, (ii) by PCMF, with or without cause, upon five (5) days written notice to City, or (iii) by City immediately upon the failure of PCMF to perform any of its material covenants and conditions under this Agreement hereunder which has not been cured within five (5) days following written notice from Company to PCMF. Following any termination of this Agreement, PCMF shall only be required to pay to City any compensation earned by City for any Services satisfactorily performed by City as of the date of such termination.

8. **INDEPENDENT CONTRACTOR STATUS.** City is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to City, its business affairs and its performance of its duties under or pursuant to this Agreement, including, without limitation, state and federal taxes applicable to this Agreement. The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make PCMF liable for the debts or obligations of City. No officer, employee, agent, or servant of City shall be deemed at any time to be an employee, servant, or agent of PCMF for any purpose whatsoever.

9. **INTELLECTUAL PROPERTY.** City agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights to the Event or PCMF, artist(s) or their respective affiliates (sometimes collectively and individually referred to herein as the "Trademarks"), (b) ownership of all such Trademarks shall remain the property of PCMF or the artist(s), as the case may be, and (c) Company will not use any Trademarks under any circumstances without the prior written consent of PCMF, which consent PCMF may withhold in its sole and absolute discretion.

10. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, City and its officers, directors, shareholders, employees, agents, contractors and representatives may gain access or be exposed to certain confidential and proprietary information relating to the Event or the business of PCMF or its affiliates including budgetary information, bids, quotations, and pricing (sometimes collectively and individually referred to herein as the "Confidential Information"). City agrees, for itself and its officers, directors, shareholders, employees, agents and representatives, that all such Confidential Information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of PCMF, which consent may be withheld by PCMF in its sole and absolute discretion. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the term of this Agreement and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of proving inadequacy of legal remedies and without proving that PCMF and its affiliates or any of their respective officers, directors, shareholders, partners, contractors, employees, agents, contractors or representatives would suffer irreparable harm as a result of a violation of such confidentiality obligation.

11. **EFFECT OF AGREEMENT/ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this Agreement may not be assigned by City, nor may any of City's duties hereunder be delegated, without the prior written consent of PCMF. Notwithstanding any other term or provision of this Agreement, it is expressly understood and agreed by City that PCMF shall have the right to designate another entity, including, without limitation, one of its affiliated or related entities, to manage, direct and control the Services to be provided by City hereunder, and City agrees to fully cooperate with and comply with all directives and directions of any such other entity.

12. **FORCE MAJEURE EVENT.** The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of illness or death of an artist, an act of God, strike, labor dispute, war, fire, earthquake, act of public enemies, acts of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). In the event a Force Majeure Event renders the Services unnecessary or impracticable, PCMF may terminate this Agreement and shall have no further obligations to City hereunder.

13. **NOTICES.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery or by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed as follows:

PCMF: Pryor Creek Music Festivals, Inc.
PO Box 427
Pryor, OK 74362
Attention: Dave Giencke
Telephone no: 918-824-2288

City: The City of Pryor Creek
12 N Rowe St
Pryor, OK, 74361
Phone: 918-825-4077
Attention: Zac Doyle

All notices shall be deemed delivered either upon actual receipt thereof if personally delivered, including delivery by a recognized courier service or, if mailed, on the third day following deposit in the United States mails as provided above. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

14. **WAIVER.** No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

15. **CHOICE OF LAW.** The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Oklahoma, without regard to that State's rules with respect to choice of law and venue of any action shall be with the District Court of Mayes County.

16. **ENTIRE AGREEMENT / MISC.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not effect the validity, interpretation or effect of the remainder of this Agreement. This Agreement may not be modified, altered or amended except by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the day and year first above written.

City:

PCMF:

By: _____
Name: Zac Doyle
Title: Mayor of City of Pryor Creek, Oklahoma

By: _____
Name: Dave Giencke
Title: Director of Operations

Attest as approved by the City Council of the City
Of Pryor Creek, Oklahoma on the ___ day of
_____, 2023

By: _____
Name: Courtney Davis
Title: City Clerk

Reviewed and approved by:

Chase McBride, City Attorney for City of
Pryor Creek, Oklahoma

EXHIBIT A

SERVICES

CITY SHALL PROVIDE THE FOLLOWING SERVICES:

City will locate one (1) quick response fire vehicle and one (1) fire tanker, at a total cost of **Four Thousand Dollars (\$4,000.00)** at the event _____, 2023 from **11:00 a.m.** until **2:00 a.m.**; and during those same hours on _____ at **2:00 a.m.**

PCMF understands and agrees that if equipment located on-location is required for any outside emergency engagement during the course of the Event, City may remove said equipment to fulfill its duties in the provision of services by the City to such outside emergency engagement. Upon such occurrence, PCMF agrees and understands that it shall be without the services of the City and specifically releases City from its obligation to perform hereunder during the time of such an outside emergency engagement. Upon such occurrence, City understands and agrees that all liability for equipment associated with said outside emergency engagement shall be that of the City upon leaving Venue.

City hereby acknowledges that total Compensation set forth on Exhibit B below is inclusive of all gear and transportation required to provide services outlined herein.

EXHIBIT B

COMPENSATION

In accordance with Section 3 of the Agreement, City shall receive Compensation as follows:

The total Compensation due to City is **Four Thousand Dollars and Zero Cents (\$4,000.00)** (amount is inclusive of any and all taxes, fees and dues affiliated with Services). Under no circumstances shall Company be entitled to receive any amount in excess thereof, without the prior written consent of PCMF.