

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, SEPTEMBER 5TH, 2023 AT 6:00 P.M.**

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

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

Mayor Doyle called the meeting to order at 6:02 p.m. The Prayer and Pledge of Allegiance were led by Choya Shropshire. Roll Call was conducted by City Clerk Courtney Davis. Council members present included Terry Lamar, Choya Shropshire, Travis Mileur, Randy Chitwood, Charles Tramel, Chris Gonthier and Bruce Smith. Members absent: Dennis Nance.

Department Heads and other City Officials present: Chase McBride, Jeremy Cantrell, BK Young, Frank Powell, Dennis Bowman, Johnny Janzen, Cari Rerat and Mike Moore.

Others present: Kemmie Shropshire, Gilbert Graybill, Autumn Graybill, Houston Brittain, Nena Roberts, Steve Proctor, Terry Aylward, Katie Lenhart, Robert Taylor, Heather Ramseyer and Sally Martin.

2. PETITIONS FROM THE AUDIENCE:

(Limited to 5 minutes, must request in advance.)

Sally Martin stated that the Street Department came to install a culvert pipe to redirect street drainage but left significant damage to her yard. She petitioned the Council to help her find a resolution.

Nena Roberts spoke in favor of the proposal to install a Narcan vending machine at the library.

Houston Brittain spoke in favor of the proposal to install a Narcan vending machine at the library.

3. DEPARTMENT HEAD REPORTS.

a. Building Inspector

Young provided a written report.

b. Emergency Management

Janzen reported that the FEMA grant related to the Father's Day storm damage is in progress. He stated that the department has received the EMPG grant for the 14th consecutive year.

c. Fire

Young reported that the department is preparing for the fair and other upcoming events.

d. Golf

Bowman reported that the Golf Course is short on staff and finding difficulty maintaining the landscape and continuing clean up efforts for storm damage, he requested that Council consider actions to allow additional staff. He stated that the Oklahoma Freedom Flight Tournament was a success.

e. Library

Rerat distributed statistics showing that the Library has seen increased foot traffic and digital checkouts in the last month. She explained that physical checkouts are reduced due to school starting, but this has also increased the usage of the study rooms. She stated that storytimes for the fall are scheduled, as well as a teen activity night.

f. Parks / Cemetery

Powell reported that the department has been cleaning up and will be starting several major tree trimming projects soon.

g. Police / Animal Shelter

Cantrell reported that Rocklahoma was quiet and safe this year, he attributed community rideshare efforts to reduce drunk driving. He stated that the officers have undergone basic life saving training and an officer had the opportunity to use this training to save an infant's life over the weekend. He also stated that they are continuing meetings with school staff and expanded presence at school sporting events to ensure student

safety. He announced an upcoming “Meet the Chief” event on September 12th, 2023 as well as a Citizen’s Police Academy beginning October 2nd, 2023.

Cantrell reported that the air conditioning issue in the Animal Shelter has been fixed temporarily but will still need a long term solution. He provided statistics showing the shelter is currently holding 104 animals, 49 dogs and 55 cats.

h. Recreation Center

Moore reported that the HVAC has been repaired and is in working order. He stated that the new CO2 system has been installed. He stated that in the last month they have seen 132 new members, 15 pool parties, 4 private parties, and 50 swim lesson attendees. He also stated that the High School has begun their swimming program and general fitness attendance is up.

i. Street

No report.

j. City Clerk

No report.

4. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

(Consent items are to be voted on for approval or denial by one single motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda. Only those items removed will be read aloud.)

- a. Approve minutes of the August 15th, 2023 Council meeting.
- b. Approve minutes of the August 21st, 2023 Special Council meeting.
- c. Approve payroll purchase orders through September 15th, 2023.
- d. Approve claims for purchase orders through September 5th, 2023.

FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL FUND	2320230624-2320230608	98,960.75
STREET & DRAINAGE	911419B-2320230160	36,488.47
GOLF COURSE	2320230495-2320230556	26,100.43
CAPITAL OUTLAY RESERVE	2320230509-911404B	11,637.57
REAL PROPERTY ACQUISITION RES.	2320230503	1,225.00
POLICE TRAINING FEES	2320230435-2320230436	3,349.70
RECREATION CENTER	2320230523-2320230457	30,444.60
PRYOR PUBLIC WORKS AUTHORITY	2320230622-2320230623	2,840.00
E911 CASH FUND	2320230476	406.94
LIBRARY SPECIAL CASH ACCOUNT	2320230586	40.69
DONATIONS AND EARMARKED MONIES	2320230478-2320230541	53,225.51
EDTA	2320230612	5,000.00
TOTAL		269,719.66

BLANKETS		
911378B	FIBER INTERACTIVE TECHNOLOGIES	30,000.00
911428B	TRI-STAR CONSTRUCTION	472,000.00
911429B	DEMCO	1,000.00
911430B	WALMART COMMUNITY / SYNC	1,000.00
911431B	CANON FINANCIAL SERVICES	3,500.00
911432B	LAKELAND OFFICE SYSTEMS	800.00
911433B	AMAZON CAPITAL SERVICES	1,000.00
911434B	INGRAM	10,000.00
TOTAL		519,300.00

- e. Approve Appropriations for July 2023.

COVID	\$	641.66
FLEX SPEND PLAN	\$	31.09
FEE IN LIEU	\$	67.61
STREET & DRAINAGE IMPROV. SALE	\$	169,620.44
CEMETERY CARE INTEREST	\$	146.00
CEMETERY CARE FUND	\$	3,731.25
GOLF COURSE CASH	\$	91,375.03
CAPITAL OUTLAY/CAPITAL IMPROVE	\$	54,384.75
CAPITAL OUTLAY RESERVE FUND	\$	2,071.02
REAL PROPERTY ACQUISITION RES.	\$	17,891.17
POLICE TRAINING FEES	\$	821.92
MAIN STREET BOND ACCOUNT	\$	12,593.64
HOTEL/MOTEL TAX	\$	2,330.98
2019 BOND PROJECT	\$	-
LIBRARY BUILDING FUND	\$	1.17
RECREATION CENTER-CASH FUND	\$	131,349.91
PPWA SINKING FUNDS	\$	108,077.65

PPWA BOND PROCEEDS	\$	135.45
E-911	\$	1,046.43
LIBRARY SPECIAL	\$	104.02
SEIZURES-POLICE DEPARTMENT	\$	0.33
DONATIONS	\$	877.50
COMMUNITY DEVELOPMENT BLOCK GRANT	\$	-
EDTA	\$	894.07
TOTAL	\$	598,193.09

- f. Approve shredding closed Court records from 2012-2017.
- g. Approve closing Graham Avenue from Hogan to Adair Street, North to NE 1st Street and back to Hogan for a Homecoming Parade on Thursday evening, September 21st, 2023, from 6:30 p.m. – 8:30 p.m.
- h. Approve waiving the Graham Community Building rental fees for Santa’s Christmas Village held December 4th-10th, 2023.
- i. Approve Mayor to sign Interlocal Agreement with Mayes County 911.
- j. Approve Mayor to sign a work order with Infrastructure Solutions Group, LLC to begin Phase I of the Street Rehabilitation Project.
- k. Approve Mayor to sign a work order with Infrastructure Solutions Group, LLC to begin Phase II of the Street Rehabilitation Project.
- l. Approve Mayor to sign Oklahoma Emergency Management Performance Grant.
- m. Approve Mayor to sign Cooperative Service Agreement between the City of Pryor and the United States Department of Agriculture, Animal and Plant Health Inspection Service and Wildlife Services.
- n. Approve an expenditure in the amount of \$3,014.46 to the Junior Library Guild for new materials from Library Books Account #02-221-5034.
- o. Acknowledge the receipt of a technology grant from the Oklahoma Department of Libraries for the Pryor Public Library in the amount of \$5,000.00 deposited to Library Supplies Account #02-221-5031.
- p. Approve the purchase of five Dell Optiplex Small Form Factor PCs, four 24" Dell monitors, and one 27" Dell monitor at State contract pricing for \$4,834.25. This equipment will be paid for using the Technology Grant from the Oklahoma Department of Libraries and taken from Library Supplies Account #02-221-5031.
- q. Approve the Library declaring surplus two Asus ET2013 Aio machines (property tag numbers 04746 and 04591) initially purchased in 2014. They will be destroyed at an upcoming Teen Night.
- r. Approve signing an MOU with Oklahoma Department of Mental Health and Substance Abuse Services to provide Pryor with a vending machine stocked with free Narcan/Naloxone and Fentanyl test strips. The vending machine will be located at the North entrance of the Thomas J. Harrison Pryor Public Library.
- s. Accept the resignation of volunteer firefighter Treyton Fetherston effective August 9th, 2023.
- t. Approve a resolution with respect to adoption of the amendment and restatement of the City of Pryor Creek Retirement Plan #5-20937.
- u. Approve a resolution with respect to adoption of the amendment and restatement of the City of Pryor Creek Deferred Compensation Plan #8-05293.
- v. Approve additional amount of \$720.00 to Perkins Irrigation, Inc. to repair the irrigation system at the Pryor Creek Recreation Center from Recreation Repair and Maintenance Account #84-845-5091. The original bid amount of \$2,875.00 was approved on August 15th, 2023, but the final invoice was for \$3,595.00.

Motion was made by Chitwood, second by Gonthier to approve the consent agenda less items a, b, l, m, n, r, s, t and u. Voting yes: Lamar, Shropshire, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

4a. Approve minutes of the August 15th, 2023 Council meeting.

Motion was made by Shropshire, second by Chitwood to approve minutes of the August 15th, 2023 Council meeting with a modification to item 3o to reflect that the Council’s approval specifies only beginning the process of purchasing a new fire truck. Voting yes: Mileur, Chitwood, Gonthier, Smith and Lamar. Abstaining, counting as a no vote: Shropshire and Mileur. Voting no: none.

4b. Approve minutes of the August 21st, 2023 Council meeting.

Motion was made by Chitwood, second by Gonthier to approve minutes of the August 21st, 2023 Special Council meeting. Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

4l. Approve Mayor to sign Oklahoma Emergency Management Performance Grant.

Motion was made by Shropshire, second by Chitwood to approve Mayor to sign Oklahoma Emergency Management Performance Grant. Voting yes: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Mileur. Voting no: none.

4m. Approve Mayor to sign Cooperative Service Agreement between the City of Pryor and the United States Department of Agriculture, Animal and Plant Health Inspection Service and Wildlife Services.

Motion was made by Chitwood, second by Gonthier to approve Mayor to sign Cooperative Service Agreement between the City of Pryor and the United States Department of Agriculture, Animal and Plant Health Inspection Service and Wildlife Services. Motion was amended by Chitwood, second by Gonthier to table until the next Council meeting for the purpose of providing additional information. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Mileur and Chitwood. Voting no: none.

4n. Approve an expenditure in the amount of \$3,014.46 to the Junior Library Guild for new materials from Library Books Account #02-221-5034.

Motion was made by Chitwood, second by Shropshire to approve an expenditure in the amount of \$3,014.46 to the Junior Library Guild for new materials from Library Books Account #02-221-5034. Voting yes: Gonthier, Smith, Lamar, Shropshire, Mileur, Chitwood and Tramel. Voting no: none.

4r. Approve signing an MOU with Oklahoma Department of Mental Health and Substance Abuse Services to provide Pryor with a vending machine stocked with free Narcan/Naloxone and Fentanyl test strips. The vending machine will be located at the North entrance of the Thomas J. Harrison Pryor Public Library.

Motion was made by Chitwood, second by Shropshire to approve signing an MOU with Oklahoma Department of Mental Health and Substance Abuse Services to provide Pryor with a vending machine stocked with free Narcan/Naloxone and Fentanyl test strips. The vending machine will be located at the North entrance of the Thomas J. Harrison Pryor Public Library. Motion was amended by Chitwood, second by Shropshire to table until the next meeting for the purpose of providing an updated contract and information regarding electrical installation costs. Voting yes: Smith, Lamar, Shropshire, Mileur, Chitwood, Tramel and Gonthier. Voting no: none.

4s. Accept the resignation of volunteer firefighter Treyton Fetherston effective August 9th, 2023.

Motion was made by Chitwood, second by Gonthier to accept the resignation of volunteer firefighter Treyton Fetherston effective August 9th, 2023. Chitwood thanked Treyton Fetherston for his service to the City. Voting yes: Lamar, Shropshire, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

4t. Approve a resolution with respect to adoption of the amendment and restatement of the City of Pryor Creek Retirement Plan #5-20937.

Motion was made by Gonthier, second by Smith to approve Resolution #2023-7 with respect to adoption of the amendment and restatement of the City of Pryor Creek Retirement Plan #5-20937. Voting yes: Shropshire, Mileur, Chitwood, Tramel, Gonthier, Smith and Lamar. Voting no: none.

4u. Approve a resolution with respect to adoption of the amendment and restatement of the City of Pryor Creek Deferred Compensation Plan #8-05293.

Motion was made by Gonthier, second by Chitwood approve Resolution #2023-8 with respect to adoption of the amendment and restatement of the City of Pryor Creek Deferred Compensation Plan #8-05293. Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

5. MAYOR'S REPORT

(These are items possibly requiring discussion and action.)

Mayor moved to item c.

c. Discussion and possible action to de-annex a section of SW 29th Street.

Motion was made by Gonthier, second by Chitwood to de-annex a section of SW 29th Street. Voting yes: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Mileur. Voting no: none.

Mayor moved back to item a.

a. Discussion and possible action to accept a bid for PRY-23-01 2023 Street Rehabilitation Project Phase I (Re-Bid) from Dunham's Asphalt Services, Inc. in the amount of \$449,990.00 in the best interest of the city. One other bid was received from Glover & Associates, Inc. in the amount of \$349,998.66.

Motion was made by Mileur, second by Chitwood to accept a bid for PRY-23-01 2023 Street Rehabilitation Project Phase I (Re-Bid) from Dunham's Asphalt Services, Inc. in the amount of \$449,990.00 in the best

interest of the city. One other bid was received from Glover & Associates, Inc. in the amount of \$349,998.66. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Mileur and Chitwood. Voting no: none.

b. Discussion and possible action to go out for bids for the demolition of the 6 N Bailey Street property. Motion was made by Gonthier, second by Chitwood to approve going out for bids for the demolition of the 6 N Bailey Street property. Voting yes: Gonthier, Smith, Lamar, Shropshire, Mileur, Chitwood and Tramel. Voting no: none.

d. Discussion and possible action regarding Audit Agreement with Hood & Associates for fiscal year ending June 30th, 2023 in the amount of \$17,500.00.

Motion was made by Gonthier, second by Chitwood to accept the Audit Agreement with Hood & Associates for fiscal year ending June 30th, 2023 in the amount of \$17,500.00. Voting yes: Smith, Lamar, Shropshire, Mileur, Chitwood, Tramel and Gonthier. Voting no: none.

e. Discussion and possible action regarding the promotion of Sarah Brown from Patrolman - Range J, Step 4, to Corporal - Range K, Step 4, effective September 2nd, 2023. This will fill the open Corporal position that was created upon the resignation of Jamal Gunter.

Motion was made by Lamar, second by Mileur to approve the promotion of Sarah Brown from Patrolman - Range J, Step 4, to Corporal - Range K, Step 4, effective September 2nd, 2023. This will fill the open Corporal position that was created upon the resignation of Jamal Gunter. Voting yes: Lamar, Shropshire, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

f. Discussion and possible action regarding the purchase of a 2023 Chevrolet Tahoe Police Pursuit Vehicle 4x4 at the out-of-state contract price of \$44,307.00 from Tim Lally Chevrolet in Warrensville, OH. This will be paid out of the lightbar donations Account #96-965-5528.

Motion was made by Shropshire, second by Mileur to approve the purchase of a 2023 Chevrolet Tahoe Police Pursuit Vehicle 4x4 at the out-of-state contract price of \$44,307.00 from Tim Lally Chevrolet in Warrensville, OH. This will be paid out of the lightbar donations Account #96-965-5528. Voting yes: Shropshire, Mileur, Chitwood, Tramel, Gonthier, Smith and Lamar. Voting no: none.

g. Discussion and possible action regarding hiring Quannah Holcroft as a Reserve Police Officer for the Pryor Creek Police Department.

Motion was made by Shropshire, second by Chitwood to approve hiring Quannah Holcroft as a Reserve Police Officer for the Pryor Creek Police Department. Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

Mayor moved to item i.

i. Discussion and possible action to approve Fire Department Inland Marine insurance renewal with McNeil & Company, Inc. in the amount of \$6,400.00 from General Insurance – Fire Account #02-201-5044.

Motion was made by Chitwood, second by Gonthier to approve Fire Department Inland Marine insurance renewal with McNeil & Company, Inc. in the amount of \$6,400.00 from General Insurance – Fire Account #02-201-5044. Voting yes: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Mileur. Voting no: none.

Mayor moved back to item h.

h. Discussion and possible action regarding an expenditure in the amount of \$30,742.69 for a maintenance agreement with Motorola Spillman Flex records management system to be paid from Police Equipment Capital Outlay Account #44-445-5424.

Motion was made by Chitwood, second by Mileur to approve an expenditure in the amount of \$30,742.69 for a maintenance agreement with Motorola Spillman Flex records management system to be paid from Police Equipment Capital Outlay Account #44-445-5424. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Mileur and Chitwood. Voting no: none.

j. Discussion and possible action to approve Fire Department insurance renewal with McNeil & Company, Inc. in the amount of \$20,188.00 from General Insurance – Fire Account #02-201-5044.

Motion was made by Chitwood, second by Gonthier to approve Fire Department insurance renewal with McNeil & Company, Inc. in the amount of \$20,188.00 from General Insurance – Fire Account #02-201-5044. Voting yes: Gonthier, Smith, Lamar, Shropshire, Mileur, Chitwood and Tramel. Voting no: none.

6. CITY ATTORNEY'S REPORT:

No report.

7. COMMITTEE REPORTS:

(Items, such as next meeting date, needing to be reported. No open discussions. Any items requiring discussion are to be added to the Mayor’s report prior to posting of agenda.)

a. Budget and Personnel

Shropshire reported that the next regular meeting is scheduled for Tuesday, September 12th.

b. Ordinance and Insurance

Gonthier reported that there will be a special meeting scheduled soon.

c. Street

Mileur reported that the next regular meeting is scheduled for Tuesday, September 26th.

8. UNFORESEEABLE BUSINESS.

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

Robert Taylor thanked the Council for waiving the fee for the Graham Community Center for Santa’s Christmas Village. He stated that he will need volunteers to help run the program.

9. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

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

2. APPROVE MINUTES OF AUGUST 15TH, 2023 MEETING.

Motion was made by Chitwood, second by Gonthier to approve the minutes of the August 15th, 2023 meeting. Voting yes: Lamar, Mileur, Chitwood, Gonthier and Smith. Abstaining, counting as a no vote: Shropshire and Tramel. Voting no: none.

3. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

4. ADJOURN.

Motion was made by Chitwood, second by Gonthier to adjourn. Voting yes: Shropshire, 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

**MINUTES
SPECIAL
CITY COUNCIL MEETING
CITY OF PRYOR CREEK, OKLAHOMA
MONDAY, SEPTEMBER 12TH, 2023 AT 6:00 P.M.**

The City Council of the City of Pryor Creek, Oklahoma met in special session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. Notice of this meeting was posted on the East bulletin board located outside to the South of the entrance doors and the City website at www.pryorcreek.org. Notice was also emailed to The Paper newspaper and emailed to the Council members.

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

Mayor Doyle called the meeting to order at 6:32 p.m. The Prayer and Pledge of Allegiance were led by Mayor Doyle. Roll Call was conducted by Deputy Clerk Jae Standingwater. Council members present included Terry Lamar, Choya Shropshire, Dennis Nance, Travis Mileur, Randy Chitwood, Charles Tramel and Bruce Smith. Members absent: Chris Gonthier.

Department Heads and other City Officials present: City Clerk Courtney Davis.

Others present: Terry Aylward and Kemmie Shropshire.

2. DISCUSSION AND POSSIBLE ACTION REGARDING THE PURCHASE OF A PROPERTY LOCATED IN PRYOR, BEHIND THE STEPHENS KEY FUNERAL AND CREMATION CARE, SW COR OF SWSE E565.92', N515' TO POB W236.49', N276.08', E236.80', S276.12' TO POB 1124/379 FOR A PURCHASE PRICE OF \$20,000 FOR 1.6 ACRES FROM REAL PROPERTY ACQUISITION ACCOUNT #46-465-5411.

Motion was made by Smith, second by Lamar to deny the purchase of a property located in Pryor, behind the Stephens Key Funeral and Cremation Care, SW COR OF SWSE E565.92', N515' TO POB W236.49', N276.08', E236.80', S276.12' TO POB 1124/379 for a purchase price of \$20,000 for 1.6 acres from Real Property Acquisition Account #46-465-5411. Voting yes: Lamar, Shropshire, Chitwood, Tramel and Smith. Voting no: Nance and Mileur.

3. ADJOURN.

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

MINUTES APPROVED BY MAYOR ZAC DOYLE

MINUTES WRITTEN BY DEPUTY CLERK JAE STANDINGWATER

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on [MONTH, DAY, YEAR] by and between Oklahoma Department of Mental Health and Substance Abuse Services, of 2000 N. Classen Blvd. Suite 2-600, Oklahoma City, Oklahoma 73106 (hereinafter referred to as "ODMHSAS") and Partner, [NAME] of [ORGANIZATION], [CITY], Oklahoma (hereinafter referred to as "Partner") for the purpose of achieving the various aims and objectives relating to the Overdose Prevention Vending Machine (the "Project").

WHEREAS ODMHSAS and Partner desire to enter into an agreement in which ODMHSAS and Partner will work together to complete the Project;

AND WHEREAS ODMHSAS and Partner desire to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Overdose Prevention Vending Machine between ODMHSAS and Partner.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

a. Services to be rendered by ODMHSAS include:

ODMHSAS will provide the physical vending machine with one full supply of inventory. Additional inventory will be provided as needed.

Resources

Partner agrees to display the vending machine in an area that is preferably protected from direct sunlight and also has access to a standard power supply. Partner also agrees to notify ODMHSAS should the machine be damaged, stolen, vandalized or unable to render services.

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

1. ODMHSAS agrees to provide the following financial, material and labor resources in respect of the Project:

ODMHSAS will deliver and complete initial setup for the vending machine and provide access to training materials for Partner staff members who will be ensuring the machine remains in good working order.

2. Partner hereby agrees to provide the following financial, material and labor resources in respect of the Project:

Partner staff will be responsible for ensuring the machine remains in good working order.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project. ODMHSAS should approve any external promotions or media promotions in advance or interviews, recordings or productions.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene in Oklahoma City, Oklahoma consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from [MONTH, DAY, YEAR] until one year hence. The term can be extended only by agreement of all the Partners. This ensures the community is able to locate resources and can rely on those services over listed in the annual agreement.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Oklahoma.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

Each Partner will work together in a coordinated fashion for the fulfillment of the Project.

In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.

To the extent possible, each Partner will participate in the development of the Project.

Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and

procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.

This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.

This Memorandum will be effective upon the signature of both Partners.

Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Overdose Prevention Vending Machine:

Signatories

This Agreement shall be signed on behalf of Oklahoma Department of Mental Health and Substance Abuse Services by Durand Crosby, Chief Operations Officer, and on behalf of Partner by [NAME], its [TITLE]. This Agreement shall be effective as of the date first written above.

By:

Date:

Durand Crosby, its Chief Operations Officer

By:

Date:

Partner

[NAME], its [TITLE]



PRYOR FIRE DEPARTMENT

BK Young
CHIEF

833 S. ELLIOTT
PRYOR, OK 74361
(918) 825-3131 FAX: (918) 825-7175

James Baumert
Asst. Chief

Purchase of a Pierce Pumper from Conrad Fire through HGAC.

Pumper Cost \$797,681.37

Estimated Build Time: 9 Months

City Fire Truck Reserve Acct# 45-455-5412 \$545,681.37

County Fire Acct# 1321-2-8210-4110 \$102,000.00

Trade In Ferrara Pumper to Conrad \$150,000.00

Total: \$797,681.37



Apparatus Quote

Customer Name: **PRYOR, OK**

Sales Rep: **ROGER BROWN**

Submitted Date: **8/29/23**

Expiration Date: **10/29/23**

Apparatus Detail

Qty.	Description	Price
1	PIERCE ENFORCER PUMPER	\$ 782,681.37
Quote Bid No.	1192	Quote Doc Date: 8/29/23
Performance Bond	YES	Warranty Period: Standard
Estimated Build Time	9 MO	

Payment Options

OPTION 1 (with Pre-Payment Discount)

Apparatus Purchase Price	\$ 782,681.37
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 782,681.37
Pre-Payment Discount	-\$ 22,707.83
Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 0.00
Options	\$ 15,000.00
Due Upon Order	\$ 774,973.54

OPTION 2 (w/o Pre-Payment Discount)

Apparatus Purchase Price	\$ 782,681.37
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 782,681.37
Pre-Payment Discount	N/A
Extrication Rescue Tools*	\$ 0.00
Loose Equipment*	\$ 0.00
Options	\$ 15,000.00
Due Upon Delivery	\$ 797,681.37

Payment Terms

OPTION 1 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF ORDER.
 OPTION 2 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF PRODUCT DELIVERY.

Notes

ABOVE REFERENCED OPTIONS ARE FOR A CONTINGENCY TO BE USED AT THE CUSTOMERS DISCRETION. ENCLOSED PRICING IS FOR STOCK JOB#41194 AND IS OFFERED UNTIL THE ABOVE REFERENCED EXPIRATION DATE OR UNTIL SOLD TO ANOTHER CUSTOMER.

CITY OF PRYOR CREEK
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

CAPITAL OUTLAY RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY RESERVE</u>					
45-455-5412 FIRE TRUCK RESERVE	545,785.14	545,785.14	.00	(545,785.14)	.0
TOTAL CAPITAL OUTLAY RESERVE	545,785.14	545,785.14	.00	(545,785.14)	.0
TOTAL FUND EXPENDITURES	545,785.14	545,785.14	.00	(545,785.14)	.0
NET REVENUE OVER EXPENDITURES	(545,785.14)	(545,785.14)	.00	545,785.14	.0

\$ 797,681.37

251,896.23 + % lease

* \$¹⁰²100K County # ?
 * \$150K Trade IN ? } For out Right

Account Summary 2023-2024

As of 06/30/2024

Account Name	Total Budget	Total Encumbered	Total Unencumbered	Total Warrants	Total Unliquidated	Total Unexpended
<i>Rural Fire-ST - Rural Fire-ST</i>						
1321-2-8210-2005 FIREIGHTERS PRYOR	\$ 121,608.20	\$ 3,724.56	\$ 117,883.64	\$ 423.12	\$ 3,301.44	\$ 121,185.08
1321-2-8210-4110 FIREIGHTERS PRYOR	\$ 289,367.12	\$ 184,729.33	\$ 104,637.79	\$ 184,729.33	\$ 0.00	\$ 104,637.79
Totals for Fund:	\$ 410,975.32	\$ 188,453.89	\$ 222,521.43	\$ 185,152.45	\$ 3,301.44	\$ 225,822.87

Roger Brown <kanokrogerbrown@gmail.com>

Fri, Jun
23,
9:40 AM

to me

Chief,

Here is an updated quote. We will use this as a trade value towards the next truck as a Conrad credit towards that unit.

Thanks,

Roger

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

From: **Nathan Jewett** <njewett@firetruckmall.com>

Date: Fri, Jun 23, 2023 at 8:40 AM

Subject: Purchase Quote from Brindlee Mountain Fire Apparatus

To: <kanokrogerbrown@gmail.com>



Reference: 2014 Ferrara Ember Pumper from Pryor Creek FD, OK (the "Apparatus")
Date Quoted: 6/23/2023

Roger Brown,

Thank you for allowing Brindlee Mountain Fire Apparatus, LLC ("BMFA") the opportunity to provide an offer to purchase the Apparatus. We are pleased to offer Conrad Fire Equipment, Inc. ("Seller") **\$150,000** for the purchase of the Apparatus, subject to the terms and conditions set forth herein.

The offer is valid for acceptance by Seller until 7/31/2023. **Seller must communicate acceptance of this offer to BMFA via email or otherwise in writing on or before 7/31/2023.** If Seller accepts this offer on or before the date set forth above, this offer becomes a contract of purchase and sale of the Apparatus.

Seller shall release the Apparatus to BMFA on or before 12/31/2023. All ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and cascade bottles, and permanently mounted items such as light towers, shall remain with the Apparatus and shall be released to BMFA.; The apparatus tires shall not be older than 7 years, and shall have a minimum tread depth of 4/32 on steering axles, 2/32 on non-steering axles, and no punctures, cuts to the cord, bulges or sidewall separation.

BMFA shall pay Seller the full purchase price via Check or Wire Transfer at the time of or prior to the release of the Apparatus.

Seller shall provide a pump test certificate for the Apparatus dated within 30 days prior to the release date with results satisfactory to BMFA, including proper operation of the pressure governor, relief valve, primer, and foam system if applicable.

Seller represents and warrants that the description, condition, and specifications of the Apparatus provided to BMFA are true and correct. Any Apparatus with a light tower must be fully functional unless other provisions are agreed upon with BMFA.

Seller represents and warrants that all prior damage of any type (including but not limited to collision, fire, and flood) has been disclosed to BMFA prior to Seller's



August 31, 2023

City of Pryor
Attn: Zac Doyle – Mayor
12 N. Rowe; Suite B
Pryor, OK 74361

Re: Wall Maps
Invoice: PRY-22-07-02

Dear Mr. Lees:

Enclosed, please find invoice PRY-22-07-02. Please place this invoice on the agenda for approval at your next meeting.

Once approved, please forward a check to Infrastructure Solutions Group, LLC's McAlester office at 500 Village Boulevard; Suite A; McAlester, OK 74501.

If you have any questions concerning these documents, please contact me at (918) 420-5500.

Sincerely,
Infrastructure Solutions Group, LLC

A handwritten signature in blue ink, appearing to read "Dale Burke", is written over a horizontal line.

Dale Burke, P.E.
President

Project # PRY-22-07



August 31, 2023

INVOICE SUBMITTED TO:

City of Pryor Creek
12 N. Rowe, Suite B
Pryor, OK 74361

ATTN: Mr. Zac Doyle, Mayor

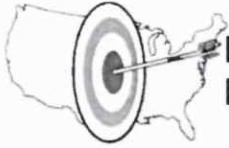
Invoice #: PRY-22-07-02

In Reference To: Wall Maps

ENGINEERING – TECH TIME (10 Hours) through July 2023	\$ 3,400.00
ENGINEERING – PE TIME (4 Hours) through July 2023	\$ 800.00
VALANCES – Materials only	\$ 1,848.00
MAPS - Grommet Style	<u>\$ 2,146.66</u>
TOTAL SERVICES BILLED TO DATE	\$ 8,194.66
LESS PREVIOUSLY INVOICED	- <u>\$ 3,200.00</u>
<u>TOTAL DUE THIS INVOICE</u>	<u>\$ 4,994.66</u>

All invoices are payable within 15 days of receipt. Please send payments to

Infrastructure Solutions Group, LLC
500 Village Boulevard; Suite A
McAlester, OK 74501



**INTELLIGENT
DIRECT, INC.**

Tax ID 22-3022041

Intelligent Direct, Inc.
Market Maps
10 First Street
P.O. Box 119
Wellsboro, PA 16901

www.marketmaps.com

Sales Receipt

DATE	SALE NO.
8/30/2023	00S3248941

SOLD TO

ISG Engineering
Michael Ferguson
PO box 1167
Suite 227
Pryor, OK 74362

SHIP TO

ISG Engineering
Michael Ferguson
3840 South 103rd East Ave
Suite 227
Tulsa, OK 74146

PO NUMBER	PAYMENT METHOD	REP	SHIP METHOD	ORDER NUMBER
	VISA	RP	Email	O356813Q

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
11	ROLLER	48" spring roller with hanging hardware and bottom wooden rail with put cord	100.00	1,100.00
2	VALANCE	Valances for Spring Roller Map	274.00	548.00
1	SHIPPING	Shipping & Handling	200.00	200.00

Thank you for your business.

Sales Tax (0.0%) \$0.00

Total \$1,848.00

Replacement and Return Policies - At MarketMAPS, our goal is to make sure you get the business map you need. For your convenience, we have established easy to use replacement and return policies. Refunds are not provided for items that are not returned in their original and resellable condition. Prior to all returns, you must call MarketMAPS within two days from the receipt of your order and receive a Return Authorization Number (RAN). A full statement of these policies can be found at www.MarketMAPS.com/products/returnpolicy.html

PURCHASER Pryer Creek PD
 ADDRESS 214 South Mill Street
 CITY Pryer Creek STATE OK ZIP 74361
 RES. PHONE () _____
 B.S. PHONE 918 810-5924
 E-MAIL tramelk@priorcreek.org DATE 08/30/2023
 MOBILE NO. () _____

BUYERS ORDER

Invoice #
 Pryor Creek 2

Tim Lally Chevrolet, Inc.

24999 Miles Rd
 Warrensville Heights, Ohio 44128
 440-232-2000 Fax 440-232-2104

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
 MOTOR VEHICLE: NEW USED DEMO RENTAL FACTORY OFFICIAL

DEAL NO. _____ CUSTOMER NO. _____

MILEAGE ON PURCHASED VEHICLE: _____
 Accurate Unless Marked Not Accurate NOT ACCURATE

VEHICLE SOLD:	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
	Chevrolet	2023	Tahoe PPV	4x4	Black		T231479	1GNSKLED8PR479720

TRADE IN RECORD - TRADE 1

YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate		Salvage Vehicle? <input type="checkbox"/> Yes	
BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____			

TRADE IN RECORD - TRADE 2

YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate		Salvage Vehicle? <input type="checkbox"/> Yes	
BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____			

REMARKS:

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit. _____

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity). _____

ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. _____

PRICE OF VEHICLE	\$	39850.00
OTHER GOODS & SERVICES		PPV 4x4 2995.00
AMF 4 Key Fobs		80.00
6J4 Horn Circuit Wiring		60.00
6C7 Red and White Front Dome Light		173.00
6J3 Grill Lamp/Siren Speaker Wiring		96.00
9G8 Delete Daytime Running Lights		55.00
5J9 Tail Lamp Flasher		55.00
6E2 Key Common		28.00
Out of State Bid Adjustment		900.00
3rd Party Delivery Facilitation		1200.00
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		45492.00
TRADE-IN ALLOWANCE(S)		()
TAX BASE		
SALES TAX	EXEMPT %	
TITLE FEE		15.00
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		45507.00
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE	\$	45507.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): **Conditional/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty.**
 NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this _____ day of _____
 PURCHASER(S) [Signature]
 SALESPERSON _____

ACCEPTED BY AUTHORIZED AGENT _____

CITY OF PRYOR CREEK HOTEL / MOTEL TAX FUND

HOTEL / MOTEL TAX ALLOCATION BUDGET 2023 - 2024								
BUDGET								
Recipient	Budget	Approval Dates	Actual Expenditures	Total Unapproved Expenditures (Will be taken off next cycle)	Purchase Order #	Ck#	Date Paid	Follow up Date
Pryor Area Chamber of Commerce (40%)	\$39,070.14	H/M Board: Budget Com: City Council:						
Pryor Public Schools (20%)	\$19,535.07	H/M Board: Budget Com: City Council:						
Pryor High School Band Day (Minimum \$2,500.00 from PPS Total)	\$0.00	H/M Board: Budget Com: City Council:						
Pryor Main Street (10%)	\$9,767.53	H/M Board: Budget Com: City Council:						
Grant Applications (20%)	\$19,535.07	H/M Board: Budget Com: City Council:						
Reserve (10%)	\$9,767.53	H/M Board: Budget Com: City Council:						
Grand Total	\$97,675.34		-					



Invoice

1825 Lakeway Dr, Suite 100
Lewisville, TX 75057

Date	Invoice #
8/7/2023	133006

Bill To
PRYOR, CITY OF CITY OF PRYOR MELVIN SMITH 214 SOUTH MILL PRYOR, OK 74361

Ship To
PRYOR, CITY OF DUSTIN VANHORN 214 SOUTH MILL PRYOR, OK 74361 USA

******Shop online now @ store.cardinaltracking.com******

Terms	Due Date	Sales Order #
Net 60	10/30/2023	81614
P.O. Number	Ship Via	Salesperson
	UPS Ground	AA

Qty Shipped	Description	Price Each	Amount
1	BU03 - Badge (POLICE RMS) BASE System Annual Software License and Customer Support Renewal Package includes Arrest, Business, Expunge, Flywriter, Incident, Master Name, Master Vehicle, Merge, NIBRS/UCR Reports, Note Search, Personnel, Property, Racial Profili	1,079.10	1,079.10T
5	BU03A - Badge USER Licenses Annual Software License and Customer Support Renewal	62.10	310.50T
1	BU17 - Badge Module Annual Software License and Customer Support Renewal - Note: DISPATCH	359.10	359.10T
1	BU50A - CAD HISTORICAL VIEW ONLY: Entitles the clients to view historical data existing in the Cardinal Software. It doesn't entitle the client to upgrades or support. Special pricing of a 50% dis	1,688.85	1,688.85T
1	COVERAGE DATES - RENEWAL DATES: - Note: 11/01/2023 - 10/31/2024	0.00	0.00T
	Total AvaTax - Tax line value imported from AvaTax.	0.00	0.00

Thank you for your business! For questions regarding this invoice contact Cardinal Tracking at accounting@cardinaltracking.com . Please Note... Returns received after 30 days from invoice date will be charged a 25% restocking fee. All returns must be in original packaging, and in good condition to receive full credit. **Late Fees may be assessed on all balances over 90 days** Federal ID# 75-1841973	Total	\$3,437.55
	Payments	\$0.00
	Balance Due	\$3,437.55

Phone #	Fax #	Web Site	E-mail
800-285-3833	972-539-8914	http://www.cardinaltracking.com	accounting@cardinaltracking.com



1

City of Pryor Creek

- 100,000+ gallons of Gasoline & Diesel
- Multiple units, mostly Gasoline
- Use a 2,000 gallon tank for Gasoline
- Use a 1,000 gallon tank for Diesel
- Use a Fluid Secure Fuel Management System to track and monitor usage



2

Proposal

- \$15,000 2,000 gallon double wall tank provided at no cost
- \$10,000 1,000 gallon double wall tank at no cost
- Fluid Secure fuel management system setup at no cost
- All equipment will fit on the current pad



3

Proposal

- Agriland FS to provide 100% of labor to install tanks and equipment
- Agriland FS subcontracted electrician will hook up pumps
- Agriland FS will change and upgrade proper tank filtration as needed
- Agriland FS will maintain all equipment as needed



4

Proposal

- Pumps, meters, hoses, nozzles will be provided for each tank at no cost to the city
- Cost of the project is approximately \$42,500
- Delivery of fuel by Agriland FS at 15 cents per gallon margin over OPIS Avg Rack cost. (includes all taxes & fees)
- Agriland FS will be sole provider of fuel



5



6



7



8

Economics and Benefits

- Tanks, Labor & Equipment cost - \$42,500 savings
- Locked in margin on fuel cost, 15 cents over verified cost. Saving 20 cents per gallon vs station. \$20,000
- **Total Savings - \$62,500 in the 1st year**
- City of Pryor Creek to pay \$480/year fee for the Fuel Management System



9

Economics and Benefits

- **Save time in the office**
- **One statement at the end of each month vs hundreds of receipts**
- **Eliminate safety concerns at stations**
- **No binding contracts**
- **Risk Management options available at no charge**



10

Economics and Benefits

- **Total Savings - \$62,500 in the 1st year**
- **Total Savings - \$142,500 over 5 years**
- **MAINTENANCE FREE**



**MINUTES
BUDGET AND PERSONNEL
REGULAR MEETING
TUESDAY, SEPTEMBER 12TH, 2023
5:30 P.M.**

DRAFT

THE BUDGET AND PERSONNEL COMMITTEE MET IN REGULAR SESSION IN THE COUNCIL CHAMBER AT 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE DATE AND TIME.

Committee Members: Choya Shropshire, Dennis Nance, Charles Tramel, Travis Mileur

1. CALL MEETING TO ORDER.

The meeting was called to order at 5:30 p.m. by Choya Shropshire. Members present: Choya Shropshire, Dennis Nance and Charles Tramel. Members absent: none.

Others present: Zac Doyle, Courtney Davis, Lisa Malone, BK Young, Terry Aylward, Kimmie Shropshire, Kevin Tramel and Becki Sams-Benham.

2. DISCUSS, POSSIBLY APPROVE THE MINUTES OF THE AUGUST 21ST, 2023 SPECIAL MEETING.

Motion was made by Nance, second by Tramel to approve the minutes of the August 21st, 2023 special meeting. Voting yes: Nance, Tramel and Shropshire. Voting no: none.

3. MAYOR'S REPORT:

a. Tax Reports.

Doyle read the Tobacco, Sales and Use Tax reports.

b. Review of Financial Status.

Doyle stated that tax revenue is down compared to the previous month but overall average compared to the same month in previous years.

c. General Fund Budget Review.

Doyle stated that department heads are mindfully seeking alternative funding such as grants for projects to reduce strain on the general fund.

4. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING THE HOTEL / MOTEL TAX ALLOCATION DISTRIBUTIONS FOR:

a. PRYOR AREA CHAMBER OF COMMERCE (40%) - \$39,070.14

b. PRYOR PUBLIC SCHOOLS (20%) - \$19,535.07

c. PRYOR MAIN STREET (10%) - \$9,767.53

Motion was made by Nance, second by Tramel to recommend Council action regarding the Hotel / Motel Tax Allocation distributions for: Pryor Area Chamber of Commerce (40%) - \$39,070.14, Pryor Public Schools (20%) - \$19,535.07 and Pryor Main Street (10%) - \$9,767.53. Voting yes: Tramel, Shropshire and Nance. Voting no: none.

5. DISCUSSION REGARDING HIRING FREEZE.

No action taken.

6. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING HIRING CHRIS JULKOWSKI AS A VOLUNTEER FIREFIGHTER.

Motion was made by Nance, second by Tramel to recommend Council action regarding hiring Chris Julkowski as a volunteer firefighter. Voting yes: Shropshire, Nance and Tramel. Voting no: none.

7. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION TO ALLOW THE FIRE CHIEF TO MOVE FORWARD WITH THE PURCHASE PLAN OF A NEW FIRE TRUCK.

Motion was made by Nance, second by Tramel to recommend Council action to allow the Fire Chief to move forward with the purchase plan of a new fire truck. Voting yes: Nance, Tramel and Shropshire. Voting no: none.

8. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION TO FILL DEPUTY CLERK POSITION IN THE CITY CLERK'S OFFICE LEFT VACANT ON 9/5/2023.

Motion was made by Nance, second by Tramel to recommend Council action to fill Deputy Clerk position in the City Clerk's office left vacant on 9/5/2023. Motion was amended by Nance, second by Tramel to fill the Deputy Clerk position with a temporary employee. Voting yes: Shropshire and Nance. Voting no: Tramel.

9. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION TO FILL DEPUTY CLERK POSITION THAT WAS PREVIOUSLY RECOMMENDED TO COUNCIL ON 7/11/2023.

Motion was made by Nance, second by Tramel to recommend Council action to fill Deputy Clerk position that was previously recommended to Council on 7/11/2023 with a temporary employee. Voting yes: Shropshire and Nance. Voting no: Tramel.

10. UNFORESEEABLE BUSINESS.

There was no unforeseeable business.

11. ADJOURN.

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

CONTRACT

This contract ("Contract") is made this 11 day of Sept, 2023, by and between Independent School District No. 1 of Mayes County, Oklahoma ("School District") and the City of Pryor Creek, Oklahoma (the "City").

RECITAL:

School District desires to contract with the City for the furnishing by the City of law enforcement and school resource officer functions (the "Services") for School District campuses.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, School District and the City agree as follows:

1. SERVICES TO BE PROVIDED BY THE CITY: The City agrees to provide five (5) properly certified, uniformed officers to perform the Services at School District locations and during the hours designated in this Contract. The City will utilize both marked and fully-equipped patrol cars and uniformed officers on foot patrol. The City officers will work with School District personnel on a cooperative basis. In addition to the law enforcement security functions, the City officers will be available on each campus to act as a School Resource Officer ("SRO") in conjunction with the required patrol duties. The SRO will provide counseling, education and public speaking services as requested by School District administration and faculty and students.
2. TERM: The term of this Contract will commence on the first day of school for the 2023-2024 school year and will terminate on the last day of school for the 2023-2024 school

year. This Contract may be automatically renewed annually unless terminated by either Party as described in paragraph ten (10) below.

3. COMPENSATION: The City will be responsible for the salaries of the City employees, including appropriate deductions for taxes, FICA, FUTA and other amounts required by law and any and all fringe benefits. The School District will provide each officer with a district-paid life insurance policy.
4. FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM:
 - For the 2023-2024 school year, the financing of the City officers will be as follows:
The sum of \$260,000.00 will be paid by School District to the City in ten (10) equal installments beginning September 1, 2023 and ending June 1, 2024. Of the \$260,000.00; \$240,000.00 shall cover the salary of four (4) of the SROs and \$20,000.00 shall go towards the fifth (5th) SRO's salary with the City being responsible for the remaining salary of the fifth (5th) SRO.
 - The City will provide uniforms for the five (5) officers and sufficient police cars and equipment and will maintain and operate such vehicles and equipment at its expense.
5. SERVICE HOURS: The City will, at all times during the term of this Contract and the contract hours set out below, provide five (5) officers on duty to perform law enforcement and SRO services on School District Campuses as follows:
 - When schools are in session, each officer will work a forty (40) hour shift each week. The specific school sites at which each officer will work will be assigned to them on a weekly basis, or as needed, by the School District's Superintendent of

Schools or designee. The City shall work with the School District and write Post Orders for the officers outlining the officers' duties.

- The City reserves the right to immediately utilize the officers assigned to School District in the event of a natural or manmade disaster or emergency as part of the City's agency-wide response to said disaster or emergency. The City will notify School District as soon as it is reasonable able to do so about the temporary transfer of the officers to other duties. If such an emergency diversion of officers occurs, then School District will not be required to pay the City for any portion of the diverted officer's salary and benefits during the time of the diversion.

6. DUTIES OF THE SCHOOL RESOURCE OFFICERS: The duties of the School Resource Officer will include, but not be limited to, the following:

- To be an extension of the principal's office for assignments consistent with this Agreement.
- To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will take the student to the principal's office for discipline to be assigned by school officials.
- To act as the designee of the campus administrator in maintain the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes buildings, grounds, parking lots, lockers, and other school property. As to school code violations, the SRO will take the student to the principal's office for discipline to be assigned by school officials.
- To provide a classroom resource for law education using approved materials.

- To be a resource for students, which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- To be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- To document activities of all SROs on and off campus and as a compiler of a monthly report to be provided to the Police Department and to the principal of the assigned school.
- The SRO will be involved in school discipline. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the principal's office for discipline to be assigned by school officials.
- IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the principal where school discipline can be assigned.
- It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the

SRO, but the SRO will not normally be actively involved in off-campus investigations.

- The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
- The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- The SRO will coordinate all of his or her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- The SRO will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the School District and/or Police Department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- The SRO will wear his or her department authorized duty weapons in accordance with department policy.

7. INDEPENDENT CONTRACTOR STATUS: The City is engaged to provide the Services as an independent contractor. In performing the City's Services to the School District under this Contract, the four officers shall at all times be employees of the City. While School

District will have no right to direct the City personnel in the day-to-day performance of their duties, the City agrees to remove any City personnel as to whom School District has objections from operations under this Contract. If School District has objections to any City personnel, School District will review those objections with a designated representative of the City.

8. SCHOOL DISTRICT ADDITIONAL PERSONNEL: In addition to the personnel to be provided by the City, School District, at its option, shall have the right to engage personnel to provide watchman duties, including watchman duties provided through a private security company. In the event School District elects to engage watchman services either through School District employees or through a private security service, the watchman services will be coordinated with the City personnel. The City shall not be responsible for the personnel hired under this section.
9. MISCELLANEOUS: This instrument represents the entire understanding between the parties concerning the subject matter. This Contract may be amended only by an instrument in writing mutually signed by the parties. The City will have no right to assign this Contract or subcontract the Services required of the City under this contract.
10. TERMINATION: This Contract may be terminated by either party by giving thirty (30) calendar days' written notice to the other party. Upon such termination, School District shall pay the City a pro rata payment representing that portion of the annual fee earned by the City through the effective date of the termination. Therefore, neither party shall have any further financial obligation to the other.
11. INSURANCE: It is understood and agreed that during the term of this Contract and any renewal hereof, the City shall purchase and maintain general liability insurance at a

minimum of the amounts required under the Oklahoma Governmental Tort Claims Act naming School District, and its officers and employees, as additional insureds and providing insurance coverage for all acts, omissions and services performed by the City offices as described in this Contract including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services. Further, the City shall provide written proof of said coverage prior to the execution of this Contract and any time thereafter on request of School District. The insurance provided by the City shall be deemed primary coverage relating to the acts of the officers and not excess.

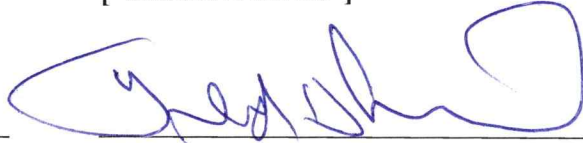
12. SEVERABILITY: The invalidity or unenforceability of any provisions of this Contract shall not affect the validity or enforceability of any other provision of this Contract.
13. GOOD FAITH: The School Board, the Mayor, their agenda and employees agree to cooperate in good faith in fulfilling the terms of this Contract. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of School District and the Mayor of the City.
14. OTHER EXISTING AGREEMENTS: This Contract shall replace the provisions related to School Resource Officers in all other existing agreements between the parties.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Contract to be signed by their duly authorized officers.

The City of Pryor Creek, Oklahoma

**Independent School District No. 1 of
Mayes County, Oklahoma
["School District"]**

Mayor of the City of Pryor Creek, Oklahoma



President, Board of Education

Attest:

Attest:

City Clerk



Clerk, Board of Education

Approved as to Form and Legality:

**City Attorney of the City of
Pryor Creek, Oklahoma**

Date: _____