

**NOTICE & AGENDA
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, MARCH 5TH, 2024 AT 6:00 P.M.**

AS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA WILL MEET IN REGULAR SESSION AT 6:00 P.M. ON THE ABOVE DATE IN THE COUNCIL CHAMBER UPSTAIRS AT CITY HALL, 12 NORTH ROWE STREET IN PRYOR CREEK, OKLAHOMA. A MEETING OF THE PRYOR PUBLIC WORKS AUTHORITY WILL FOLLOW IMMEDIATELY. ANYONE NEEDING SPECIAL ACCOMMODATIONS TO ATTEND SHOULD CALL (918) 825-0888.

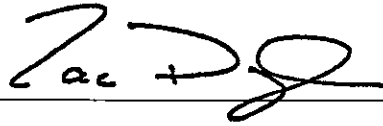
1. Call to Order, Prayer, Pledge of Allegiance, Roll Call.
2. Petitions from the Audience. (Limited to 5 minutes, must request in advance.)
3. Department Head Reports if needed:
 - a. Building Inspector
 - b. Emergency Management
 - c. Fire
 - d. Golf
 - e. Library
 - f. Parks / Cemetery
 - g. Police / Animal Shelter
 - h. Recreation Center
 - i. Street
 - j. City Clerk
4. 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 February 20th, 2024 Council meeting. ☐
 - b. Approve payroll purchase orders through March 15th, 2024.
 - c. Approve claims for purchase orders through March 5th, 2024.
 - d. Approve granting permission to Mayes County HOPE for the beer and wine tent on Recreation Center property for DAM J.A.M. event September 7th, 2024. ☐
 - e. Approve an expenditure in the amount of \$4,197.00 to B&H Photo-Video for the purchase of cameras, microphones and power supplies to be paid from Clerk Capital Outlay Account #44-445-5417 (Current balance - \$57,599.35). This is a sole source supplier and the purchase will be reimbursed with grant funds. ☐
 - f. Approve Mayor to sign a contract with OneNet for Library internet services at the quoted price of \$640.00 per month with 100 mbps as is in the best interest of the City. This contract is contingent upon successful E-Rate funding, which will cover the monthly cost. Other bids received: Starlink for \$140.00 per month at 40 gb, EM3 for \$395 per month at 100 mbps and Vyve for \$399 per month for 100 mbps. ☐
 - g. Approve transferring \$150,000.00 from Fund 68 (Current balance - \$341,815.56) to Street Asphalt Overlay Account #14-145-5410 as approved on May 16th, 2023 to fund a portion of the alleyway surfacing project as proposed in the 2023 Street Rehabilitation Project Plan. ☐
 - h. Approve signing contract to change the Golf Course Green Fee Structure to Dynamic Pricing through Sagacity Golf. ☐
 - i. Approve an expenditure in the amount of \$1,408.20 to Falco Alarm Systems of Tulsa for a new security system in the Pro Shop and Maintenance Building to be paid from Golf Utilities Account #41-415-5051 (Current balance unavailable). The cellular monitoring agreement will be an additional \$29.95 per month for each system. ☐
 - j. Approve signing a cellular monitoring agreement with Falco Alarm Systems of Tulsa in the amount of \$59.90 per month to be paid from Golf Utilities Account #41-415-5051 (Current balance unavailable). ☐
 - k. Approve an expenditure not to exceed \$39,543.00 to Bill Knight Ford for a 2023 Ford F150 with a 53b receiver hitch and wire and tow hooks to be paid from Golf Capital Outlay Account #41-415-5417 (Current balance - \$47,475.77). ☐
 - l. Approve an expenditure in the amount of \$4,300.00 to West Coast Turf for Dominator Bentgrass sod to be paid from Golf Repair and Maintenance Account #41-415-5092 (Current balance - \$22,832.09). ☐
5. Mayor's Report: (These are items possibly requiring discussion and action.)
 - a. Discussion and possible action to accept a bid for the demolition of 6 N Bailey from Wade's Heavy Haul & Demolition in the amount of \$5,250.00 in the best interest of the city. Two other bids were received from Tibbets Trucking, LLC in the amount of \$7,000.00 and Ball Construction, LLC in the amount of \$15,844.00. ☐
 - b. Discussion regarding an update on the application for the \$500,000.00 USDA Rural Business Development Grant to revitalize the Graham Community Kitchen.

6. **City Attorney's Report:** (Items possibly needing action on requests or recommendations.)
 - a. Possible Executive Session pursuant to 25 O.S. 307(B) (4) of the Oklahoma Open Meeting Act for the purpose of confidential communications with attorney regarding potential filing of or response to a declaratory judgment action.
 - b. Consider resuming regular session. No action taken during Executive Session.
 - c. Possible action based on Executive Session pursuant to 25 O.S. 307(B) (2) of the Oklahoma Open Meeting Act for the purpose of confidential communications with attorney regarding potential filing of or response to a declaratory judgment action.
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
 - b. Ordinance and Insurance
 - c. Street and Maintenance
8. **Unforeseeable Business.** (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
9. **Adjourn.**

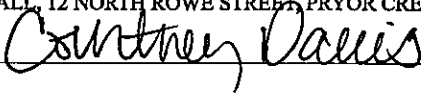
PRYOR PUBLIC WORKS AUTHORITY

1. Call to Order.
2. Approve minutes of the February 20th, 2024 meeting.
3. Unforeseeable Business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
4. Adjourn.

FILED FEBRUARY 29TH, 2023 AT 5:00 P.M. BY MAYOR ZAC DOYLE.



POSTED ON THE BULLETIN BOARD AT CITY HALL, 12 NORTH ROWE STREET, PRYOR CREEK, OKLAHOMA, FEBRUARY 29TH, 2023 AT 5:00 P.M. BY CITY CLERK COURTNEY DAVIS.



**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, FEBRUARY 20TH, 2024 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 6:00 p.m. The Prayer and Pledge of Allegiance were led by Lori Bradshaw. Roll Call was conducted by City Clerk Courtney Davis. Council members present included Terry Lamar, Choya Shropshire, Lori Bradshaw, Travis Mileur, Randy Chitwood, Charles Tramel, Chris Gonthier and Bruce Smith. Members absent: none.

Department Heads and other City Officials present: Chase McBride, Jeremy Cantrell, Kevin Tramel, Becki Sams-Benham, BK Young, Frank Powell and Cari Rerat.

Others present: Kemmie Shropshire, Autumn Graybill, Gilbert Graybill, Nena Roberts, Jeff Kolker, Angela Smith, Marshel Morrison, Houston Brittain, Adam Anderson and Tyler Brown.

2. PETITIONS FROM THE AUDIENCE:

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

Kolker discussed the midyear budget review with Council. He stated that the budget is trending in the right direction. Council discussed holding a special Council meeting in the next week for the purposes of asking questions regarding the budget review.

3. 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 February 6th, 2024 Council meeting.
- b. Approve payroll purchase orders through March 1st, 2024.
- c. Approve claims for purchase orders through February 20th, 2024.

| FUNDS | PURCHASE ORDER NUMBER | TOTALS |
|------------------------------|---------------------------|---------------------|
| GENERAL FUND | 2320231913 - 2320232019 | \$177,990.31 |
| STREET & DRAINAGE | 2320232019 - 2320231973 | \$8,687.31 |
| CEMETERY CARE FUND | 2320232036 | \$980.70 |
| GOLF COURSE | 2320231936 - 911380B | \$8,833.97 |
| CAPITAL OUTLAY | 2320232042 - 911384B | \$28,363.26 |
| RECREATION CENTER | 2320231939 - 2320231935 | \$29,977.25 |
| P.P.W.A. SINKING FUND | 2320232011 | \$5,992.00 |
| PRYOR PUBLIC WORKS AUTHORITY | 2320231997 | \$4,999.99 |
| DONATIONS AND EARMARKED | 2320231593 - 2320232007 | \$6,321.24 |
| EDTA | 2320232020 - 2320232022 | \$71,842.00 |
| TOTAL | | \$343,988.03 |
| BLANKETS | | |
| 911443B | PRYOR CHEVROLET BUICK GMC | \$20,000.00 |
| TOTAL | | \$20,000.00 |

- d. Approve Mayor to sign a proclamation declaring May 18th, 2024 “Kids to Parks Day.”

- e. Approve declaring as surplus and discarding:
 - iPad Air Model #MD785LL/A - #04610
 - iPad Air Model #MD785LL/A - #04608
 - iPad Air Model #MD785LL/A - #04606
 - iPad Air Model #MD785LL/A - #04605
 - iPad Air Model #MD785LL/A - #04604
 - iPad Air Model #MD785LL/A - #04467
 - iPad Air Model #MD785LL/A - #04607
 - iPad Air Model #MD785LL/A - #04760
 - iPad Air Model #MD785LL/A - #04609
 - iPad Air Model #MD785LL/A - #02188

- f. Approve an expenditure in the amount of \$3,426.78 for Municipal Court Penalty Assessment reimbursement - \$1,159.64 from Penalty Assessments Collected Account #02-000-2007; \$1,111.50 from Forensic Fees Account #02-000-2008; \$1,155.64 from A.F.I.S Fees Account #02-000-2009.
- g. Approve 11th Annual “Walk A Mile In Their Shoes” event sponsored by Safenet Services in honor of Sexual Assault Awareness Month on April 6th, 2024 from 9:00 a.m. - 12:00 p.m. Event will be held on the sidewalks of Pryor Main Street and the Mayes County Courthouse parking lot. No road closures will be needed.
- h. Approve an expenditure in the amount of \$4,999.99 to United States Department of Agriculture, Animal and Plant Health Inspection Service for services rendered from October 1st, 2022 - September 30th, 2023, from Wildlife Nuisance Account #88-885-5347 (Current balance \$10,000.00). Previously presented for approval on October 17th, 2023, but no action was taken.
- i. Approve an expenditure in the amount of \$3,035.75 to CivicPlus for Web Open Platform Maintenance from January 29th, 2024 - January 28th, 2025 from General Outside Services Account #02-201-5075 (Current balance \$63,861.43).
- j. Approve four purchase orders totalling \$15,680.00 to Infrastructure Solutions Group, LLC for PRY-21-03-01 for Front Entrance Awning Study, PRY-21-08-01 for the Roof Replacement, PRY-22-01-01 for Fitness Court Pad, PRY-22-02-01 for HVAC Replacement to be paid from Aquatic Repair and Maintenance Account #84-846-5091 (Current balance \$78,508.09). *Scrivener's error: \$6,120.00 to be paid from Outside Services Account #84-845-5075 and \$9,560.00 to be paid from Aquatic Repair and Maintenance Account #84-846-5091.*
- k. Approve an expenditure in the amount of \$2,593.00 to Fire Programs from Fire Repair & Maintenance Account #02-217-5091 (Current balance \$19,898.02) for annual access, support and updates. This software is used to run reports and log runs at the Fire Department.
- l. Approve promotion of Dustin Hopper to Assistant Superintendent at the Pryor Creek Park Department at Range E, Step 2.
- m. Approve an expenditure in the amount of \$5,992.00 to Jayco Heat & Air for installation of a new evaporator coil at the Police & Fire Emergency Service Center from Bond Account #87-875-5426 (Current balance \$229,431.57).
- n. Approve transfer of \$150,000.00 from Main Street Bond Account #68-000-4111 (Current balance \$210,121.31) to EDTA Downtown Streetscape Account #98-985-5240 for Downtown Streetscape and Wayfinding Master Plan. Council approved the proposed timeline and financing schedule through Planning Design Group on October 19th, 2021. There was discussion to transfer these funds from Fund 68 to Fund 98 but the motion was not amended to include that information. *Scrivener's error: \$140,000.00 from Main Street Bond Account #68-000-4111 (Current balance \$481,815.56).*

Motion was made by Shropshire, second by Gonthier to approve the consent agenda less items c, h, j, m and n. Voting yes: Lamar, Shropshire, Bradshaw, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

3c. Approve claims for purchase orders through February 20th, 2024.

Motion was made by Chitwood, second by Mileur to approve claims for purchase orders through February 20th, 2024. Voting yes: Shropshire, Bradshaw, Mileur, Chitwood, Tramel, Gonthier, Smith and Lamar. Voting no: none.

3h. Approve an expenditure in the amount of \$4,999.99 to United States Department of Agriculture, Animal and Plant Health Inspection Service for services rendered from October 1st, 2022 - September 30th, 2023, from Wildlife Nuisance Account #88-885-5347 (Current balance \$10,000.00). Previously presented for approval on October 17th, 2023, but no action was taken.

Motion was made by Shropshire, second by Chitwood to approve an expenditure in the amount of \$4,999.99 to United States Department of Agriculture, Animal and Plant Health Inspection Service for services rendered from October 1st, 2022 - September 30th, 2023, from Wildlife Nuisance Account #88-885-5347 (Current balance \$10,000.00). Previously presented for approval on October 17th, 2023, but no action was taken. Voting yes: Bradshaw, Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

3j. Approve four purchase orders totalling \$15,680.00 to Infrastructure Solutions Group, LLC for PRY-21-03-01 for Front Entrance Awning Study, PRY-21-08-01 for the Roof Replacement, PRY-22-01-01 for Fitness Court Pad, PRY-22-02-01 for HVAC Replacement to be paid from Aquatic Repair and Maintenance Account #84-846-5091 (Current balance \$78,508.09). *Scrivener's error: \$6,120.00 to be paid from Outside Services Account #84-845-5075 and \$9,560.00 to be paid from Aquatic Repair and Maintenance Account #84-846-5091.*

Motion was made by Shropshire, second by Chitwood to discuss four purchase orders totalling \$15,680.00 to Infrastructure Solutions Group, LLC for PRY-21-03-01 for Front Entrance Awning Study, PRY-21-08-01 for the Roof Replacement, PRY-22-01-01 for Fitness Court Pad, PRY-22-02-01 for HVAC Replacement to be paid from Aquatic Repair and Maintenance Account #84-846-5091 (Current balance \$78,508.09). *Scrivener's error: \$6,120.00 to be paid from Outside Services Account #84-845-5075 and \$9,560.00 to be paid from Aquatic Repair and Maintenance Account #84-846-5091.* Motion was made by Chitwood, second by Bradshaw to approve the purchase orders. Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

3m. Approve an expenditure in the amount of \$5,992.00 to Jayco Heat & Air for installation of a new evaporator coil at the Police & Fire Emergency Service Center from Bond Account #87-875-5426 (Current balance \$229,431.57).

Motion was made by Chitwood, second by Shropshire to approve an expenditure in the amount of \$5,992.00 to Jayco Heat & Air for installation of a new evaporator coil at the Police & Fire Emergency Service Center from Bond Account #87-875-5426 (Current balance \$229,431.57). Voting yes: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Mileur. Voting no: none.

3n. Approve transfer of \$150,000.00 from Main Street Bond Account #68-000-4111 (Current balance \$210,121.31) to EDTA Downtown Streetscape Account #98-985-5240 for Downtown Streetscape and Wayfinding Master Plan. Council approved the proposed timeline and financing schedule through Planning Design Group on October 19th, 2021. There was discussion to transfer these funds from Fund 68 to Fund 98 but the motion was not amended to include that information. *Scrivener's error: \$140,000.00 from Main Street Bond Account #68-000-4111 (Current balance \$481,815.56).*

Motion was made by Chitwood, second by Mileur to approve transfer of \$150,000.00 from Main Street Bond Account #68-000-4111 (Current balance \$210,121.31) to EDTA Downtown Streetscape Account #98-985-5240 for Downtown Streetscape and Wayfinding Master Plan. Council approved the proposed timeline and financing schedule through Planning Design Group on October 19th, 2021. There was discussion to transfer these funds from Fund 68 to Fund 98 but the motion was not amended to include that information. *Scrivener's error: \$140,000.00 from Main Street Bond Account #68-000-4111 (Current balance \$481,815.56).* Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw, Mileur and Chitwood. Voting no: none.

4. MAYOR'S REPORT

(These are items possibly requiring discussion and action.)

a. Presentation of the Coo-y-yah Report.

No action. Mayor Doyle presented the Coo-y-yah Report.

b. Discussion and possible action to approve Mayor to sign a proclamation declaring February 23rd, 2024 Lowell Leroy "Jake" Wiseman Day.

Motion was made by Gonthier, second by Chitwood to approve Mayor to sign a proclamation declaring February 23rd, 2024 Lowell Leroy "Jake" Wiseman Day. Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Mileur, Chitwood and Tramel. Voting no: none.

c. Approve Mayor to sign a proclamation declaring February 5th-9th, 2024 National School Counseling Week.

Motion was made by Chitwood, second by Mileur to approve Mayor to sign a proclamation declaring February 5th-9th, 2024 National School Counseling Week. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Mileur, Chitwood, Tramel and Gonthier. Voting no: none.

5. CITY ATTORNEY’S REPORT:

a. Discussion and possible action to set March 19th, 2024 as the date for public hearing to be held on PCO Holdings, LLC possible annexation and directing notices for the public hearing be given according to law.

Motion was made by Chitwood, second by Shropshire to set March 19th, 2024 as the date for public hearing to be held on PCO Holdings, LLC possible annexation and directing notices for the public hearing be given according to law. Voting yes: Lamar, Shropshire, Bradshaw, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

6. 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 meeting will be Tuesday, March 12th.

b. Ordinance and Insurance

Gonthier reported that there is no upcoming meeting.

c. Street

Mileur reported that the next meeting will be Tuesday, February 27th.

7. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

8. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 7:44 p.m.

2. APPROVE MINUTES OF THE FEBRUARY 6TH, 2024 MEETING.

Motion was made by Chitwood, second by Gonthier to approve the minutes of the February 6th, 2024 meeting. Voting yes: Bradshaw, Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. 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: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

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

MINUTES WRITTEN BY CITY CLERK COURTNEY DAVIS



03/05/2024

RE: Pryor Police Chief Approval Request - Beer/Wine Tent - 2024 DAM J.A.M Event

Mayes County HOPE is requesting approval from the Pryor Police Chief and the City of Pryor to put a beer/wine tent on the property/premises listed as:

Pryor Creek Recreation Center
1111 SE 9th St
Pryor, OK 74361

This request is for our annual DAM J.A.M. Bicycle Tour event to be held on September 7th, 2024.

The ABLE Commission requires authorization from both parties in order to accept an application for our Special Event Liquor License.

Jeremy Cantrell, Pryor Police Chief

Zac Doyle, Mayor
City of Pryor Creek



420 Ninth Avenue, New York, NY 10001 • Fax: 212.239.7770 • BandH.com

| | | | |
|--|--|--|--|
| PHOTO 1-212 444-6600 1-800 947-9950 | DIGITAL PHOTO 1-212 444-6700 1-800 947-9978 | VIDEO 1-212 444-5000 1-800 947-9910 | PRO AUDIO 1-212 444-5070 1-800 947-1183 |
|--|--|--|--|

To Inquire About Your Order Tel: 212.239.7765 - 800.221.5743 • Fax: 212.239.7549 - 800.947.2215

Remittance Address: B&H Photo-Video Remittance Processing Center • P.O. Box 28072, New York, NY 10087-8072

The Professional's Source



Proforma Invoice No.: 904400678
 Bid No.: R201202

Bill To: CITY OF PRYOR CREEK
 MAYOR'S OFFICE
 12 N ROWE ST
 PRYOR, OK 74361

Bill Phone: (918)825-4077
 Work Phone: (918)825-0888

| Invoice Date | Terms | Order No: | Order Date | PO NUMBER | Customer Code | Ship Via |
|--------------|-------|-----------|------------|-----------|---------------|------------|
| | | 904400678 | 02/21/24 | | B9097520 | FDX GROUND |

| Qty Ord | Qty Ship | Qty Bko | Item Description | SKU#/MFR# | Item Price | Amount |
|--|----------|---------|---|---------------------------------|------------|------------|
| 5 | 5 | | ROLLS PB23 PHANTOM POWER ADAPTOR Salesperson Code: AUL | ROPB23 (PB23) | \$45.57 | \$227.85 |
| 5 | 5 | | SHURE OVERHEAD CARDIOID COND MIC W/25'CBL/W Salesperson Code: AUL | SHCVOWC (CVO-WC) | \$78.12 | \$390.60 |
| 2 | 2 | | PTZOPTICS MOVE 4K PTZ CAMERA W/30X OZ - GRE Salesperson Code: AUL <i>Please Remit: 4,197.33</i> | PT30X4KGYG3 (PT30X-4K-GY-G3) | \$1,789.44 | \$3,578.88 |
| <p>PLEASE NOTE: -----</p> <p>**** Please reference your quote number on all PO's ****</p> <p>**** ALL PRICES ARE LISTED IN USD ****</p> | | | | | | |

| Payment Type | Card/Check Number | Amount | Sub-Total: | \$4,197.33 |
|--------------|-------------------|--------|-----------------------|----------------|
| | | | Total Order: | \$4,197.33 |
| | | | Total Payment: | \$.00 |
| | | | Balance: | USD \$4,197.33 |

BNH_invoice-REPRINT

E-Rate Bid Scoring Sheet Funding Year: 2024

Category: 1

Library: Thomas J. Harrison Pryor Public Library

Bid Evaluation

| Service - 100 Mbps unless otherwise indicated | Possible Points | Vendor 1 - Starlink | Vendor 2 -- EM3 | Vendor 3 -- OneNet | Vendor 3 -- Vyve |
|---|-----------------|---------------------|-----------------|--------------------|------------------|
| Bid Amount: | | \$140/mo for 40 GB | \$395/mo | \$640/mo | \$399/mo |
| Price | 30 | 30 | 25 | 15 | 20 |
| Prior Experience | 25 | 0 | 0 | 25 | 0 |
| Personnel Qualifications | 20 | 20 | 20 | 20 | 20 |
| Proximity | 15 | 0 | 5 | 10 | 15 |
| Quality of Service | 10 | 10 | 10 | 10 | 10 |
| Total Points | 100 | 60 | 60 | 80 | 65 |

Awarded Provider: OneNet

Items Requested: 100 Mb service

Bid Amount: \$640/month for 100 Mb

Authorized By: Cari Boatright Rérat, Library Director

Date: 02/22/2024

Signature:





Cari Boatright Rérat <reratc@pryorlibrary.org>

OneNet Bid for PRYOR PUBLIC LIBRARY- FY24

1 message

OneNet Provisioning <provisioning@onenet.net>
To: "reratc@pryorlibrary.org" <reratc@pryorlibrary.org>
Cc: "provisioning@onenet.net" <provisioning@onenet.net>

Mon, Jan 29, 2024 at 10:18 AM



www.onenet.net
888-5-ONENET (566-3638)
info@onenet.net

We are pleased to inform you that the bid request for services has been completed. We have attached the bid documentation for your review. The OneNet staff is prepared to answer any questions that may arise during the process, and we look forward to your response once a determination has been made.

Once again, thank you for the opportunity to serve your organization's technology needs.

Thank you,

OneNet Provisioning Team

provisioning@onenet.net

888-566-3638

PRYOR PUBLIC LIBRARY- FY24

Quoted Service Delivery to (Demarc):
505 E GRAHAM AVE
PRYOR, OK 74361

Category 1: Internet Access and/or Telecommunications

| <i>Function:</i> Internet Access and Data Transmission Service | Bandwidth Up/Down Speed (Mbps) | Monthly Recurring Cost | Annual Recurring Cost | Establishment Fee | One-Time Construction Cost | Total |
|--|--------------------------------|------------------------|-----------------------|-------------------|----------------------------|-------------|
| | 100 | \$640.00 | \$7,680.00 | \$1,000.00 | \$0.00 | \$8,680.00 |
| | 250 | \$790.00 | \$9,480.00 | \$1,000.00 | \$0.00 | \$10,480.00 |
| | 500 | \$1,010.00 | \$12,120.00 | \$1,000.00 | \$0.00 | \$13,120.00 |
| | 1000 | \$1,340.00 | \$16,080.00 | \$1,000.00 | \$0.00 | \$17,080.00 |

Term Options

1. Multiyear Contract (initial one-year contract with up to four voluntary renewals)

**** IMPORTANT** FCC rules require that prior to submission of a form 471 for services, the parties must have a signed and dated contract.**

OneNet will provide a multiyear agreement that meets state and E-Rate requirements. By selecting the multiyear contract, your organization can avoid filing a form 470 and OUSF affidavit for the life of the contract. The multiyear agreement is designed to lock in pricing, along with streamlining the filing process for E-Rate and OUSF funding. Upgrades are allowed within the contract, if pricing was provided in the bid response for the desired bandwidth.

OneNet offers the initial one-year contract with up to four voluntary renewals, which is subject to annual ratification by the subscriber and OneNet. If mutual ratification is not agreed upon, services will continue on a month-to-month basis until services are cancelled by the subscriber submitting a disconnect form. **If OneNet is selected as the service provider, please contact our office to request a contract prior to filing your form 471. Applicant MUST designate the service agreement as a "CONTRACT" on the FCC form 471.**

2. Month-to-Month Service

No contract is needed for month-to-month service. Applicant must designate the service agreement as month-to-month on the FCC form 471. Annual filing of the FCC form 470 is required.

Standard Internet Package – What’s Included

When you choose OneNet for internet access, you enjoy a comprehensive range of value-added features unique among Oklahoma internet service providers. As part of our standard internet package, all OneNet internet subscribers receive the following value-added features at no additional cost.

24/7 Helpdesk Support - Around-the-clock support and troubleshooting

DDoS Attack Mitigation - Automatic mitigation for in-progress Distributed Denial of Service (DDoS) attacks

IPs Provided - IPv4 and IPv6 addresses provided with internet service

MPLS Network Virtualization - Seamless connections for all of your locations

Quality of Service - QoS prioritization for your applications

Internet2 - Connection to the nation’s largest 400Gbps research and education network

DNS Services - Domain Name System (DNS) hosting for all subscribers and several [DNS registration options](#)

Network Monitoring - 24/7 monitoring tools for instant access to your usage information

OneNet operates under a cost-recovery model. These capabilities are integrated into our network, and the costs are inseparable from our internet access costs. For more information on OneNet’s standard package, visit our [internet access webpage](#).



Router Requirements

OneNet provided router on location equipment, according to bandwidth (BW)

Monthly Rates

BW T1 – 1000M Mbps: Juniper SRX340 or current equivalent model

\$89.00

The router shall remain the property of OneNet. Router maintenance will be OneNet’s responsibility. Subscriber’s local network will not be dependent on the OneNet provided router. OneNet configures the routers in "packet mode," so they only perform routing functionality required for internet service.

OR

Subscriber Provided Router Requirements

2M – 100M will require a router with 2 Fast Ethernet interfaces: one for internet and one for the local area network (LAN)
>100M will require a router with 2 Gigabits Ethernet interfaces: one for internet and one for the local area network (LAN)

Installation

At OneNet, we strive to provide a timely connection for your new circuit or circuit upgrade. Our provisioning team and network technicians partner with the local telecommunications company providing your last-mile services to develop a timeline for your connection and work to keep your installation on schedule. The date the subscriber orders service from OneNet, the last-mile provider’s schedule and construction requirements are the main factors affecting the installation timeline. Standard installation, without construction, can take up to approximately 90 days. Throughout the installation process, our provisioning team monitors the circuit installation status and keeps you informed on the progress.

- **Site Preparations**

The subscriber is responsible for all site preparations, such as electrical capacity, demarcation extensions and backboard for mounting service provider equipment, when applicable.

Non-E-Rate Eligible Services



Content Filtering

Our Cisco Umbrella solution allows for different filtering policies for administrators and students. Our solution includes web-based detailed filtering and reporting and active directory integration. No hardware is needed for this cloud-based solution, and there is no impact on network speed. This solution is CIPA compliant.

K-12: \$600 per year for 500 or fewer students

\$1.30/student per year if more than 500 students (e.g. 1,000 students = \$1,300)

Libraries please call for pricing

Non-E-Rate Eligible Services



Colocation

Utilize OneNet's data center for your hardware. Private MPLS connectivity to your network is available at no additional cost. OneNet's Oklahoma City data center is backed by top-of-the-line cooling and power redundancy solutions. Completed SOC2 Type 2 audit of OneNet's control requirements for our data center, virtualization and colocation services.

\$240/rack unit/year plus connectivity

Virtual Firewall – Palo Alto

| Supports Up To* | Virtual Machine Model Number | Annual Fee Advanced Features (Non-E-Rate Eligible) | Annual Fee Basic Firewall (Category 2 E-Rate Eligible) | Annual Total Basic Firewall Plus Advanced Features |
|-----------------|------------------------------|--|--|--|
| 1 Gbps | VM-100 | \$1,218.00 | \$3,232.00 | \$4,450.00 |
| 2 Gbps | VM-300 | \$2,349.00 | \$4,651.00 | \$7,000.00 |
| 4 Gbps | VM-500 | \$6,525.00 | \$9,255.00 | \$15,780.00 |
| 8 Gbps | VM-700 | \$13,920.00 | \$17,770.00 | \$31,690.00 |

OneNet provides a basic managed firewall service through a cloud-based Palo Alto or Fortinet solution (no equipment needed), as well as advanced features for both solutions. The subscriber must have OneNet internet access service.

Both the basic firewall and advanced features are required for this service. Subscribers are responsible for two costs of firewall services:

- Non-E-Rate eligible advanced features
- Non-discount portion of the cost of E-Rate eligible basic firewall services

* These values are accurate for most cases; however, other variables can contribute to the firewall's ability to support the listed bandwidth. For more information, call our network services team at 888-5-OneNet.



Virtual Firewall – Fortinet

| Supports Up To* | Virtual Machine Model Number | Annual Fee Advanced Features (Non-E-Rate Eligible) | Annual Fee Basic Firewall (Category 2 E-Rate Eligible) | Annual Total Basic Firewall Plus Advanced Features |
|-----------------|------------------------------|--|--|--|
| 1 Gbps | VM-02 | \$656.00 | \$3,084.00 | \$3,740.00 |
| 2 Gbps | VM-04 | \$1,346.00 | \$4,455.00 | \$5,800.00 |
| 4 Gbps | VM-08 | \$3,785.00 | \$8,762.00 | \$12,547.00 |
| 8 Gbps | VM-16 | \$8,014.00 | \$16,651.00 | \$24,665.00 |

High-Speed/Storage Area Network

Data stays on disk. Replication included. Primary storage can be in Oklahoma City or Tulsa.

\$1.20/GB/year

Tivoli Storage Manager (TSM) Backup

Traditional backup, except that OneNet runs the servers.

See website or call for pricing details

Archival Tier Storage

This tier of storage provides an economical solution for backup/archival storage. Storage can be accessed via network shares (NFS/CIFS). For multi-site resiliency, request two copies.

\$125/TB/year
\$250/TB/year for two copies

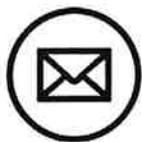


Email Hosting

OneNet hosts your organization's email on our managed servers, based on Oracle Messaging Server.

\$250/year for internet subscribers
\$300/year for non-internet subscribers

*Subscribers with fewer than 25 email accounts, please contact us for pricing.



Virtual Infrastructure

OneNet offers a resource pool of CPU/RAM on our fully redundant, virtual infrastructure based on VMware vSphere. Multicity disaster recovery capability is included. Completed SOC2 Type 2 audit of OneNet's control requirements for our data center, virtualization and colocation services.

\$60/GB RAM/year plus storage (high-speed). Managed VM service available as well.



Non-E-Rate Eligible Services



Web Hosting

OneNet offers a sophisticated web hosting platform, utilizing cPanel technology.

\$50/year for internet subscribers
\$100/year for non-internet subscribers



Video Conferencing

OneNet and Zoom have partnered to develop a statewide purchasing program. This arrangement creates cost savings for Zoom products and services, including host licensing, webinars, room connectors and Zoom rooms.

\$15/year for Zoom licenses
(unlimited meetings per host, 300-person capacity per meeting)
Call for pricing on other products and services

OneNet provides **24/7 service desk for support** on all services.

For additional details or pricing questions, call (888) 566-3638 and ask for our systems department.

For more information on OneNet services, visit <https://onenet.net/services/onenet-services/>.

OneNet Overview

OneNet is a division of the Oklahoma State Regents for Higher Education and Oklahoma's research and education network. Our mission is to advance technology across Oklahoma. OneNet is not a state-owned utility and receives no direct state appropriations. We partner with local and national technology organizations. For the "last-mile" of connectivity, extending from our hub sites to subscribers, OneNet leases infrastructure from private telecommunications providers. The result of this partnership is millions of dollars in savings to Oklahoma taxpayers and a broadband infrastructure that is one of the most comprehensive in the nation.

E-Rate and OUSF Expertise

OneNet has been involved in E-Rate and the Oklahoma Universal Service Fund (OUSF) programs since the programs' inception. Our staff attends service provider training presented by USAC semi-annually, as well as meetings of the Oklahoma Universal Service Fund throughout the year.

E-Rate

OneNet will provide discounted invoices within 30 days of USAC's form 486 approval. OneNet is set up for Service Provider Invoices (SPI Method) with USAC, but we will work with any subscribers who would like to pay in full and file the Billed Entity Applicant Reimbursement (BEAR).

OUSF

Once a completed affidavit is received for OUSF, OneNet will submit the affidavit to the Oklahoma Corporation Commission (OCC) within 30 days.

If funding is not approved through these funding mechanisms, the applicant is obligated to pay the balance due after all approved discounts are applied. If the applicant is ineligible, the applicant is responsible for 100%. OneNet is obligated to participate in and be compliant with the rules and requirements of the both programs stated above.

Technical Support

OneNet provides 24/7/365 technical support. Subscribers can reach our helpdesk and receive technical support for basic troubleshooting issues on the subscriber's network. OneNet's helpdesk and engineering staff operate with a set of procedures and checklists that assure OneNet provides unmatched subscriber support and ensures 24/7 availability and responsiveness to those we serve.

Questions?

Please contact OneNet's provisioning department for questions regarding this bid:
provisioning@onenet.net • (405) 225-9471 locally • (888) 566-3638 toll-free

Questions?

Cheri Jensen

Provisioning Team

OneNet

P.O. Box 108800

Oklahoma City, OK 73101-8808

(888) 566-3638

provisioning@onenet.net



Cari Boatright Rérat <reratc@pryorlibrary.org>

E-Rate Fixed Services

1 message

starlinkerate@spacex.com <starlinkerate@spacex.com>
To: reratc@pryorlibrary.org

Fri, Jan 12, 2024 at 10:12 PM

STARLINK

Thank you for the opportunity to respond to your Form 470 for E-Rate services!

Within this quote, Starlink is offering the [Flat High Performance Kit](#), which includes monthly service plan options and equipment that is well-suited for educational institutions: higher reliability equipment, better performance in extreme weather, and the ability to serve multiple simultaneous connections while maintaining higher bandwidth upload/downloads. This kit is simple, designed for self-installation, and only requires power and a clear view of the sky to connect any location on earth with internet.

An additional line item for the purchase of our [Pipe Adapter Kit](#) has been included in this quote. Your Starlink comes with a Wedge Mount but you may opt to purchase the Pipe Adapter Kit, allowing for installation on an existing pole or satellite mount.

Included in this quote are four monthly service plans that meet the needs of schools of various sizes. If you review and determine none of these plans meet the expected data usage and risk tolerance for your institution, we are happy to provide a revised quote.

E-Rate FAQ:

What is Priority access and what happens if I go over my allotment of Priority data?

- The Priority Service Plans assign a set amount of "Priority" data to customers each month. Priority Service Plans are designed for high demand users, such as those with business institutional needs. Priority data is given network precedence over Standard and Mobile data, meaning users will experience faster and more consistent download and upload speeds.
- Customers who exhaust and have not purchased additional Priority data will be allocated an unlimited amount of Standard data for the remainder of the month. Customers with Standard data will experience slower speeds and reduced performance compared to customers with Priority data.
- Find more information on Priority Plans and expected speeds by reading the [Starlink Specifications](#) and [Fair Use Policy](#).

How do I know which plan to choose?

If possible, select a service plan based on your institutions average monthly per-user data consumption; otherwise, it is recommended to select a service plan that will support a consumption rate of roughly 6-8GB per student, per month.*

Do I need to buy anything else to get started with Starlink?

No, everything you need to connect to our network is included in your Starlink Kit!

What are our payment options?

Starlink is currently limited to Credit/Debit Card payment method only, we are unable to accept checks.

Will somebody come out to set up my Starlink?

No, Starlink is simple and designed for self-installation. We have had customers find success working with contractors in their local area that have experience with rood and external wall installations. Everything else for getting online, the Starlink will do automatically (boot up, connect, find satellites, orient itself).

If you cannot safely install the Starlink Kit, do not install and seek professional assistance. See Terms of Service for more details.

Is there an Ethernet port?

Yes. The Flat High-Performance kit has an ethernet port.

Will Starlink manage our internet with CIPA compliant filters?

No, CIPA requirements will not be managed by Starlink.

Where do I go if I have more questions?

Feel free to use our [FAQ](#) page, or send us an email at starlinkerate@spacex.com

**6-8GB average was derived from usage statistics of North American schools currently using Starlink, and national data consumption statistics.*


Next Steps

Should you select Starlink as your service provider, kindly sign and return the quote, complete with your service plan selection. If you have any suggestions, questions, or requests for further customization of this quote, we are happy to assist you. Starlink looks forward to providing you with a superior connectivity experience. Thank you for the opportunity to bid!

Sincerely,

The Starlink Team

All orders are subject to our Terms of Service

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252K



Quote

1-Year of Internet Services

Name: PRYOR PUBLIC LIBRARY

Address: 505 E GRAHAM AVE, PRYOR, OK, 74361

BEN: 140148

FCC #: 21586805

Form 470#: 240011706

Start Date: 1 July, 2024

End Date: 30 June, 2025

StarlinkERate@spacex.com

SPIN: 143053761

Non-Recurring Costs

| Product | Qty | Unit Price | Amount |
|--|-----|------------|---------|
| Starlink Flat High-Performance Kit & Wedge Mount | 1 | \$2,500 | \$2,500 |
| Pipe Adapter Kit | 1 | \$120 | \$120 |
| Shipping and Handling | 1 | \$50 | \$50 |
| Total Estimate Tax | | | \$315 |

Monthly Recurring Costs

| Product (Select One) | Term (Mo.) | Mo. Price | Amount |
|---------------------------------|------------|-----------|---------|
| A. Service Plan – Priority 40GB | 1 | \$140 | \$140 |
| B. Service Plan – Priority 1TB | 1 | \$250 | \$250 |
| C. Service Plan – Priority 2TB | 1 | \$500 | \$500 |
| D. Service Plan – Priority 6TB | 1 | \$1,500 | \$1,500 |

* Please select a plan that can support your entity's per-user data consumption rate; otherwise it is recommended to plan for roughly 6-8GB per user, per month.

Total Non-Recurring: \$2,985

Total Monthly Recurring (Select One):

| | | |
|--------------------------|---------------------------------|----------------|
| <input type="checkbox"/> | A. Service Plan – Priority 40GB | \$140 |
| <input type="checkbox"/> | B. Service Plan – Priority 1TB | \$250 |
| <input type="checkbox"/> | C. Service Plan – Priority 2TB | \$500 |
| <input type="checkbox"/> | D. Service Plan – Priority 6TB | \$1,500 |

This bid includes two one-year voluntary extension for services through June 30, 2026 and June 30, 2027.

Customer

Signed: _____

Name & Date (Print): _____

SpaceX (Starlink)

Signed: _____

Name & Date (Print): _____

By signing, you agree to the Terms of Service and Privacy Policy. If signed, the pricing within this quote is valid through 6/30/2024 or contract extension date. **Acceptable payment methods include Debit/Credit Card.** You understand that CIPA requirements will not be managed by Starlink. You agree to utilize these services consistent with the FCC's rules governing the E-Rate program.



Cari Boatright Rérat <reratc@pryorlibrary.org>

Erate Internet Proposal - PRYOR PUBLIC LIBRARY- 240011539

2 messages

Lisa Smith <lisasmith@em3networks.com>
To: reratc@pryorlibrary.org

Mon, Jan 15, 2024 at 1:04 PM

Hi Cari,

Thank you for allowing us to bid on your recent USAC posting(s) for Internet Access. My name is Lisa Smith, the Director of Erate Development with EM3 Networks. Per your 470-bid request, I've provided 100Mbps – 1Gbps of symmetrical leased lit Fiber Internet options to your Pryor Public Library. We were able to get really great pricing on this one, and I have included the optional firewall pricing as requested. If you want me to add that on to your quote, so that it can be Erate Eligible, we will make sure you get your 80% discount on that too. Please let me know if you need anything else from me.

- EM3's proposal includes a Symmetrical Leased-Lit Fiber Internet Circuit and a managed router.
- Up to 29 Static IP Addresses included at no additional charge.
- Implementation will begin in the Spring of 2024 so that the target service start date will be July 1, 2024.
- The contract term, including expiration date and any extensions is stated on the attached proposal.
- Bandwidth upgrades are permitted during the term of the contract
- The increased speed provisions allow your option to increase your bandwidth, up to the maximum speed listed on your Form 470, at then-current prices.
- If EM3 is selected as provider of choice, we will include language in your contract that allows for five 1-year vol. extensions.
- EM3 does NOT charge any Service Establishment, Installation or Special Construction Fees.
- EM3 offers Both the Discounted Billing (SPI) and Billed Entity Applicant Reimbursement (BEAR), in accordance with customer needs & preferences.

Know that we have our own 24X7 proactive NOC (in Texas) and a billing department that understands Erate and how to bill correctly. If you choose to go with us, you will be assigned your own EM3 Project Manager who will work on your behalf throughout the implementation process. With almost 100 years of combined experience among our 3 managing partners alone, we try to make it as seamless and as easy as possible for you.

Our 498 (SPIN) 143049822, FRN, BBB Badge and FCC Greenlight Status can all be found in our brochure and on our website as well, and we do have a SPAC Form on file with USAC.

Also, I just wanted to point out that we offer the SPI billing method, which means we only bill you for your highlighted discounted amount in your proposal and collect the remainder from USAC. Please feel free to give me a call anytime at 817 648-1206. I encourage you to visit our website at www.em3networks.com for more information, and make sure to check out our testimonials online.

I'd be happy to provide additional references if you would like, just let me know. It's always a real privilege to partner with the schools and libraries; we really do value all the work that you do day in and day out to be an instrument of positive change and contribution to this next generation, as these are our leaders of tomorrow.

I hope to have the opportunity to work with you on this. Please let me hear your thoughts. Have a great week and a Happy New Year.

Kindest Regards,

Lisa Smith

Director of Erate Development



EM3 Networks

817-648-1206 | Mobile

682-251-0262 | Main Office

855-949-9273 | Maintenance & Support



PRYOR PUBLIC LIBRARY Proposal.pdf
1838K

Lisa Smith <lisasmith@em3networks.com>
To: reratc@pryorlibrary.org

Mon, Jan 15, 2024 at 1:06 PM

Oh and I forgot...I wanted to included the references below...we provide service for a lot of libraries; I encourage you to reach out. Stacie Davis would be a good one to call or email.

I look forward to hearing back from you. Have a super blessed day - L

Lisa Smith

Director of Erate Development



EM3 Networks

817-648-1206 | Mobile

682-251-0262 | Main Office

855-949-9273 | Maintenance & Support

[Quoted text hidden]

PRYOR PUBLIC LIBRARY
 505 E GRAHAM AVE
 PRYOR, OK 7436
 Cari Rerat
reratc@pryorlibrary.org



EM3 Networks, LLC
 Lisa Smith
 (817) 648-1206
 SPIN# 143049822
lisasmith@em3networks.com

BEN # 140148
Bid Date: 1/15/2024
Estimated USAC Reimbursement 80%

FIBER INTERNET SERVICE
Including Managed Router

**12 Month
Term MRC**

| Site Name | Site Address | Service Type | Bandwidth | Fiber Access | Internet Port | |
|----------------------|----------------------------------|--------------|-----------|--------------|---------------|------------------|
| PRYOR PUBLIC LIBRARY | 505 E GRAHAM AVE PRYOR, OK 74361 | Internet | 1 Gb | \$ 417.00 | \$ 278.00 | \$ 695.00 |
| PRYOR PUBLIC LIBRARY | 505 E GRAHAM AVE PRYOR, OK 74361 | Internet | 500 Mb | \$ 357.00 | \$ 238.00 | \$ 595.00 |
| PRYOR PUBLIC LIBRARY | 505 E GRAHAM AVE PRYOR, OK 74361 | Internet | 300 Mb | \$ 297.00 | \$ 198.00 | \$ 495.00 |
| PRYOR PUBLIC LIBRARY | 505 E GRAHAM AVE PRYOR, OK 74361 | Internet | 100 Mb | \$ 237.00 | \$ 158.00 | \$ 395.00 |

- ★ The Internet Service offered in our proposal is delivered on a Leased Lit Ethernet Symmetrical Fiber Network.
- ★ EM3 does NOT charge any Service Establishment, Installation or Special Construction Fees.
- ★ Pricing includes a leased managed appliance supplied by EM3 Networks and is Owned and Maintained by EM3 Networks.
- ★ EM3 offers Both the Discounted Billing (SPI) and Billed Entity Applicant Reimbursement (BEAR), in accordance to customer needs & preferences.
- ★ Bandwidth upgrades are permitted during the term of the contract, and if EM3 is selected as provide of choice, we will include language in your contract that allows for five 1-year voluntary extensions.
- ★ Estimates are based on previous year Erate reimbursement rates, or a newly filed Erate discount for this BEN#. Customer is responsible for successfully obtaining reimbursements from the Universal Services Administrative Company. EM3 cannot guarantee USAC reimbursements.

All information provided in this document is considered private and confidential.

| | | |
|--|-----|------------------|
| 1Gb Option - MRC Loop and Port | | \$695.00 |
| Estimated Surcharges & Fees | \$ | 68.11 |
| Estimated MRC with Surcharges & Fees | \$ | 763.11 |
| Estimated Discount % | 80% | \$ 0.80 |
| Estimated ERATE Reimbursement | \$ | 610.49 |
| Estimated Cost after ERATE Reimbursement | \$ | 152.62 |
| 1Gb Option | | |
| Your Total MRC After Discount | | \$ 152.62 |

| | | |
|--|-----|------------------|
| 500Mb Option - MRC Loop and Port | | \$595.00 |
| Estimated Surcharges & Fees | \$ | 58.31 |
| Estimated MRC with Surcharges & Fees | \$ | 653.31 |
| Estimated Discount % | 80% | \$ 0.80 |
| Estimated ERATE Reimbursement | \$ | 522.65 |
| Estimated Cost after ERATE Reimbursement | \$ | 130.66 |
| 500Mb Option | | |
| Your Total MRC After Discount | | \$ 130.66 |

| | | |
|--|-----|------------------|
| 300Mb Option - MRC Loop and Port | | \$495.00 |
| Estimated Surcharges & Fees | \$ | 48.51 |
| Estimated MRC with Surcharges & Fees | \$ | 543.51 |
| Estimated Discount % | 80% | \$ 0.80 |
| Estimated ERATE Reimbursement | \$ | 434.81 |
| Estimated Cost after ERATE Reimbursement | \$ | 108.70 |
| 300Mb Option | | |
| Your Total MRC After Discount | | \$ 108.70 |

| | | |
|--|-----|-----------------|
| 100Mb Option - MRC Loop and Port | | \$395.00 |
| Estimated Surcharges & Fees | \$ | 38.71 |
| Estimated MRC with Surcharges & Fees | \$ | 433.71 |
| Estimated Discount % | 80% | \$ 0.80 |
| Estimated ERATE Reimbursement | \$ | 346.97 |
| Estimated Cost after ERATE Reimbursement | \$ | 86.74 |
| 100Mb Option | | |
| Your Total MRC After Discount | | \$ 86.74 |

Managed Firewall Optional Pricing & Descriptions

Fortigate-100F T1 & T2: +\$475/mo. + increased estimated surcharges & fees
 Includes Monitoring and Remediation. Customer handles all T3 and above support (route changes, white & black list, MACDs, etc.). EM3 monitors up/down and the general health of the device. EM3 will remediate to bring back on line if goes down.

Fortigate-100F Fully Managed: +\$575/mo. + increased estimated surcharges/fees
 Fully managed means that EM3 Networks owns all issues related to the device (configuration changes, MACDs, VPN Changes, white & black list, route changes, etc.). EM3 will manage the device 100% for you.

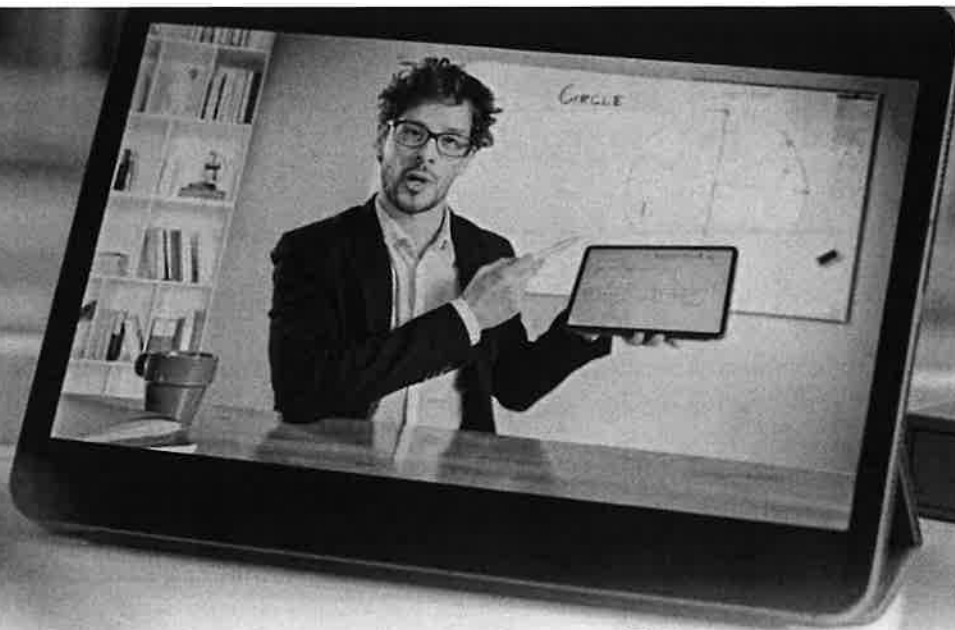
E-rate Proposal

2024-2025 Erate Bid

Presented by *EM3 Networks*

Lisa Smith
Director Erate Development

817 648-1206



E-rate References

Advantage Academy

Aster College Prep

Bloom Academy

Bokencamp/Casa Gracia NC, LLC

Bossier Parish

Calallen USD

Cameron ISD

Cannelton City School District

Carrizzo Springs USD

Cedar Vale USD 285

Cesar Chavez Community School

Chautauqua County SD 286

Climax Springs R-4

Community Montessori

Connally Independent School District

Cristo Rey Jesuit College Prep School



EM3 Networks went above and beyond to ensure we were satisfied. Their pricing was very cost effective for us and they understand E-Rate billing. EM3 is always available during the E-rate review process and provided timely answers when needed. They get the job done right!

– Theresa, Business Manager
Bossier Parish Library, Louisiana



EM3 Networks is a great company to work with. No hidden charges and quick to respond to our needs. Only high remarks for this company and their service.

– Jack, IT Director
Wortham ISD, Texas



Dawson Independent SD

Eagle Pass ISD

Evadale ISD

Eules Public Library

Florence County School District Four

Global Outreach Charter Academy

Grace Community School of Tyler

Great Oaks Charter School

Harmony Public Schools

Hillsboro ISD

Holy Redeemer

Itasca ISD

Little Rock Christian

Lampasas Independent SD

Lometa ISD

Mariposa Academy



EM3 Networks



EM3 Networks

Marlin ISD

Mart ISD

Meridian ISD

Martins Mill School District

Mehlville School District R 9

Montgomery County School District

Mosaic Academy

Newton ISD

Parke-Vermillion Education

Pinetree ISD

Pope John Paul II High School

Pratt Public Library

River Oaks School

Riverwalk Education Foundation, INC

Rosenberg Library

Scott County USD 466

Seaman USD 345

Snyder ISD

Spartanburg Day School



The EM3 Provisioning Manager managed our entire installation and kept us informed every step of the way. They exceeded our expectations.

– Paul, Dir. of Technology Services
Mehlville School District, Missouri



EM3 Networks delivered a carrier class network without the hassle of dealing with the carrier. They handled everything on our behalf and made our job easier!

– Rudy, Tech Manager
Pope John Paul High School, Florida



EM3 Networks' bill is easy to understand and they show us our E-Rate credits on each statement. They also provide us with helpful bandwidth utilization reports so we can better manage our network.

– Irene, Administration
Climax Springs R-IV Schools, Missouri



SST-Corpus Christi Elementary

ST Stanislaus School

Stamford Carnegie Library

Stanford - Fritch

Tarkington Community Library

Three Rivers Regional Library System

Trenton Library

Trinity Charter Schools

Trinity Episcopal School

Universtity Christian School

Victoria ISD

Wabash River Career & Technical

Waller ISD

Waverly Academy

West Feliciana Library

William F. Laman Library

Wortham ISD

Youth Connection Charter School



EM3 Networks

EM3 Networks, LLC

810 Pennsylvania Street, Suite 205, Lawrence, KS 66044
www.em3networks.com | 855-949-9273 | sales@em3networks

INTRODUCTION

Thank you for allowing **EM3 Networks, LLC (EM3)** to submit this comprehensive proposal in accordance with the guidelines set forth by The Universal Service Administrative Company (USAC) and as designated by the Federal Communications Commission (FCC). The universal service **Schools and Libraries Program**, commonly known as the E-rate Program, helps ensure that schools and libraries can obtain high-speed Internet access and telecommunications at affordable rates.

This proposal is for Category One services, which include Data Transmission Services and Internet Access.

About EM3 Networks, LLC

EM3 Networks is an award winning provider of Leased Lit Fiber networks and was formed by three former and retired AT&T executives. Our leadership team has over 100+ years of experience in the telecom business and we have worked on some of the largest accounts in the United States. We have wholesale and partner agreements with several carriers so we can provide the best solutions for our customers.

- EM3 has extensive experience in building, monitoring and managing reliable and secure network solutions for the Schools, Libraries, Healthcare and Commercial accounts.
- EM3 performs all Carrier coordination, Project Management, Provisioning and Billing internally. Truly a one-stop shop for the Client.
- **All circuits proposed in this response are eligible for E-Rate funding.** We will be happy to work with you in either the BEAR or SPI reimbursement processes. It is your choice!
- We are committed to ensuring our clients can deliver critical information clearly, quickly, and with the highest levels of security.
- EM3 Networks, LLC is an FCC---registered network connectivity provider. Our 498 Identification number (SPIN) is **143049822** and our **FCC Registration Number (FRN)** is **0026214809**.
- EM3 Networks, LLC is **Green Light Status** with the FCC.
- EM3 is recognized by the Education Superhighway for our commitment to providing the highest bandwidth at the most reasonable prices for K-12 schools nationwide.
- EM3 Networks is proud to have been presented with the **AT&T Wireline Business Acceleration Award** for 2017. This award is based upon our nationwide success in helping customers with their network needs.
- EM3 Networks operates with the utmost integrity and is accredited by the Better Business Bureau.

For more information please visit: <https://em3networks.com>





EM3 Networks - Making Powerful Learning Possible

Helping You Get the Most Out of the E-Rate Program

As an award-winning recognized service provider in the E-rate program, we are proud to bring our communication solutions, expertise and comprehensive knowledge of the E-rate program to your school or library – all aimed at helping to provide every eligible public and private K-12 school and public library with affordable access to advanced communications services, equipping and empowering our next generation through limitless learning.

Our combined 90+ years of experience in the telecommunications industry sets us apart from other solution providers. Thanks to our extensive relationships with nationwide Tier 1 and Tier 2 Telco providers, we can handle all your telecommunications needs—plus, you'll get the finest customer service in the industry, backed by our proactive 24/7 Network Operations Center.

Our expert E-rate sales professionals and top-notch billing specialists understand the compliance rules and recent regulatory changes that impact the E-rate program. To learn more about how EM3 Networks can provide comprehensive solutions to the K-12 education market's complex needs, visit <https://www.em3networks.com>

The EM3 E-Rate Difference:

- Flexible easy-to-read contracts tailored to correspond with E-rate Funding Year
- Contracts allow for upgrades in bandwidth throughout the term of our contract
- 1-year optional contract extensions available upon request
- Simplified monthly invoices with no surprises or hidden fees
- Dedicated Symmetrical Services delivered over Ethernet Fiber Networks
- Zero Network Installation Fees
- Proficient @ Discounted Billing (SPI) & Billed Entity Applicant Reimbursement (BEAR) programs
- Unlimited number of public IP addresses provided, as needed
- Fully-Managed Network Options
- Managed Firewall Services
- DDOS Options available
- Wireless WAN Backup Options
- FREE Network utilization reports upon request
-

EM3 Networks Overview:

- 90+ years telecom experience among 3 Managing Partners
- Dedicated Provisioning Managers provide complete end-to-end Carrier communication and coordination on your behalf, updating the customer every step of the way
- Weekly provisioning meetings with assigned Carrier Project Manager cover each project extensively, affording us the ability to escalate and expedite projects as needed
- US based 24/7 Network Operations Center - Circuits are pinged every 5 seconds to ensure proactive monitoring; we usually know if there is an outage before the customer does. In the event of an outage, EM3 engages the carrier on your behalf via Tier I and II support
- School and Library References Nationwide
- Federal and State Registered
- Fully Insured
- Better Business Bureau Accredited
- Green Light Status with the FCC



**Education
SUPERHIGHWAY**

EM3 is proud to be recognized by the Education Superhighway for our commitment to providing the highest bandwidth at the most reasonable prices for K-12 schools nationwide. We have earned the recognition

of "Connectivity Leader". How we qualified - service providers with 100% of the students they serve meeting the minimum 100 kbps per student needed for digital learning. (Where provider provides more than 50% of the district's bandwidth.)



EM3 Networks is proud to have been presented with the AT&T Wire line Business Acceleration Award for 2017. This award is based upon our nationwide success in helping customers with their network needs.

Experience Matters. Let Ours Work for You.

Contact EM3 Networks to discuss your Voice, Data or Internet needs at **(855) 949-9273** or **sales@em3networks.com**

D-U-N-S Number: **080530523** | 498 - (SPIN) Number: **143049822**

FCC Registration Number (FRN): **0026214809**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

✓ APPLICATION OF EM3 NETWORKS, L.L.C.)
FOR A CERTIFICATE OF CONVENIENCE) CAUSE NO. PUD 201800112
AND NECESSITY TO PROVIDE DATA-ONLY)
COMMUNICATION SERVICES WITHIN THE) ORDER NO. **688453**
STATE OF OKLAHOMA)

FINAL ORDER GRANTING CERTIFICATE OF CONVENIENCE AND NECESSITY

BY THE COMMISSION:

The Corporation Commission (“Commission”) of the State of Oklahoma being regularly in session and the undersigned Commissioners present and participating, there comes on for consideration and action the Application of EM3 Networks, L.L.C. (“Applicant” or “EM3”), seeking a Certificate of Convenience and Necessity (“CCN”) for authority to provide data-only communication services within the State of Oklahoma, in accordance with Oklahoma Administrative Code (“OAC”) 165:55-3. Specifically, to provide Special Universal Services supported by the Oklahoma Universal Service Fund (“OUSF”) to public schools, public libraries, and eligible healthcare entities including, without limitation, Internet access and Wide Area Network services within the State of Oklahoma.

I. PROCEDURAL HISTORY

On September 25, 2018, EM3 filed an Application with the Commission seeking the issuance of a CCN for authority to provide data-only communication services within the State of Oklahoma, in accordance with OAC 165:55-3.

On November 15, 2018, Proof of Publication documents were filed showing publication in *Altus Times*, *Ardmore Ardmoreite*, *Durant Democrat*, *Guymon Herald*, *Idabel McCurtain Gazette*, *The Oklahoman*, and *Tulsa World* newspapers.

Attached to its Application, filed September 25, 2018, EM3 provided initial informational tariffs.

No objections to the Application were filed. PUD reviewed the Application and recommends the Commission issue an order granting a CCN authorizing EM3 to provide data-only communication services within the State of Oklahoma, in accordance with OAC 165:55-3. Specifically, to provide Special Universal Services supported by the OUSF to public schools, public libraries, and eligible healthcare entities including, without limitation, Internet access and Wide Area Network services within the State of Oklahoma.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Commission makes the following finding of facts and conclusions of law:

1. The Commission has jurisdiction over the subject matter and persons. Notice was given as required by law and the rules of the Commission. Authority to grant the Application arises under OKLA. CONST. art. IX, § 18, and 17 O.S. §§ 131, *et seq.*
2. EM3 seeks to provide data-only communication services within the State of Oklahoma, in accordance with OAC 165:55-3. Specifically, to provide Special Universal Services supported by the OUSF to public schools, public libraries, and eligible healthcare entities including, without limitation, Internet access and Wide Area Network services within the State of Oklahoma.
3. EM3 has provided the Commission with all the information and documents required by the Commission rules.
4. EM3 has demonstrated that it possesses sufficient technical, managerial and financial ability to provide the requested telecommunications services and that it complied with the requirements of OAC 165:55-3-1.
5. EM3 has published notice of the Application once a week for two (2) consecutive weeks in those newspapers of general circulation reasonably calculated to inform telephone service providers and interested persons throughout the State of Oklahoma of Applicant's request for statewide authority and, therefore, has satisfied the requirements of 17 O.S. § 132.
6. No objection to the Application was filed.
7. EM3 has satisfied all requirements prescribed by Commission rules relating to the issuance of a CCN under OAC 165:55-3.
8. EM3 will not collect customer deposits from its customers and its service territory will be statewide.
9. PUD has reviewed EM3's proposed informational tariff, attached to its Application filed on September 25, 2018.

III. ORDER

THE COMMISSION THEREFORE ORDERS that, consistent with the above findings of fact and conclusions of law, the Application of EM3 Networks, L.L.C., seeking a Certificate of Convenience and Necessity authorizing it to provide data-only communication services within the State of Oklahoma, in accordance with OAC 165:55-3, is hereby granted.

THE COMMISSION FURTHER ORDERS EM3 Networks, L.L.C. to submit revised tariff sheets to the Director of the Public Utility Division, bearing this cause and order number.

THE COMMISSION FURTHER ORDERS that EM3 Networks, L.L.C., as a contributing provider, must contribute to the Oklahoma Universal Service Fund and Oklahoma Lifeline Fund in a manner consistent with 17 O.S. § 139.107.

CORPORATION COMMISSION OF OKLAHOMA

Dana L. Murphy

DANA L. MURPHY, Chairman

J. Todd Hiatt

J. TODD HIETT, Vice Chairman

Bob Anthony

BOB ANTHONY, Commissioner

CERTIFICATION

DONE AND PERFORMED by the Commissioners participating in the making of this order as shown by their signatures above this 18 day of December 2018.

Seal

Peggy Mitchell

PEGGY MITCHELL, Secretary



Red Light Display System

[FCC](#) | [Fees](#) | [Red Light Display System](#)

< [FCC Site Map](#)

Logged in as Username: timyager@em3networks.com FRN: EM3 Networks LLC (0026214809) [[Log Out](#)] [Back](#) | [Print](#) | [Help](#)

10/27/2021 4:53 PM

Current Status of FRN 0026214809

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 10/27/2021 at 6:32 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

[Web Policies / Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at ar inquiries@fcc.gov or fax us at (202) 418-7869.

Oklahoma References

Five Star Interlocal Coop

1405 E Moses St Cushing, OK 74023

Kimberly Reese

kreese@fsilc.k12.ok.us

918-225-5600

Ringling ISD 14

706 North 5th Ringling, OK 73456

James Coffell

james@greenwoodcomputers.com

580-252-7196

Turner ISD

22069 State Hwy 32 Burneyville, OK 73430

Todd Greenway

todd@omegatechinc.com

580-786-6365

Christopher Fikes

Technology Director

Evadale ISD

cfikes@evadalek12.net

409.449.3076



Cari Boatright Rérat <reratc@pryorlibrary.org>

PRYOR PUBLIC LIBRARY ERATE RFP / Form 470 Application Number: 240011539

1 message

Zach Rogers <zach.rogers@vyvebb.com> Fri, Feb 2, 2024 at 10:49 AM
To: "reratc@pryorlibrary.org" <reratc@pryorlibrary.org>
Cc: "sadie.bruce@libraries.ok.gov" <sadie.bruce@libraries.ok.gov>, "paige.erate@libraries.ok.gov" <paige.erate@libraries.ok.gov>

Good morning! Please see the attached proposal for Pryor Public Library. If you have any questions, please feel free to reach out to me directly.

Respectfully,

Zach Rogers
Senior Account Executive
Mobile- (405)-395-8458
Tech Support 1-855-FOR-VYVE
Zach.Rogers@VyveBB.com



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Vyvebroadband LLC



PRYOR PUBLIC LIBRARY

(BEN 140148)

E-Rate Proposal

February 2nd, 2024

FCC Form 470 Number: 240011539

SPIN #: 143037261

Prepared by:

Zach Rogers
Senior Account Executive
1819 Airport Dr
Shawnee, OK 74804
Zach.Rogers@VyveBB.com
(405)395-8458



February 2nd, 2024

Pryor Public Library
505 E GRAHAM AVE
Pryor, OK 74361

Thank you for your consideration of Vyve Broadband as your service provider. We have already helped power the success of schools across the U.S. and are confident that our solutions will help you maximize the potential of your technology goals.

Your proposal includes the following:

ABOUT VYVE

- Company Overview
- Reliable E-Rate Partner

NETWORK GOALS

- Solution Overview / Benefits
- Pricing Proposals
- Logical Network Design

SUMMARY OF GOALS

- Vyve Business Services' goal is to partner with Pryor Public Library leveraging our robust national fiber infrastructure to create a network that can scale to meet the needs and demands of your school for years to come.



Who we are:

Vyve Broadband / Business Services is the combination of Eagle Communications, Northland Communications & Vyve Broadband serving largely non-urban communities in sixteen states including:

| | | | |
|----------------|-----------|------------|----------------|
| Alabama | Arkansas | California | Colorado |
| Georgia | Idaho | Kansas | Louisiana |
| Nebraska | Oklahoma | Texas | North Carolina |
| South Carolina | Tennessee | Washington | Wyoming |

A technology leader in the cable and broadband sectors, Vyve Broadband offers an extensive range of broadband, fiber connectivity, cable television and voice services for commercial and residential customers. Vyve was formed as a platform to provide the very best next-generation services and features available, combined with a sector-leading client experience. Vyve Business Services provides optical Ethernet, managed Cloud, PRI, and hosted voice services to the business community.

A reliable E-rate Partner:

We are your partner in connected learning and can make the most of E-rate funds to support your learning initiatives. We will work with you to identify your technology challenges and provide solutions that support the digital needs of your current academic plans. Our solutions will prepare you for future network demands that enable technology-rich environments.

The growing popularity of online learning tools and number of devices mean bandwidth needs in schools are greater than ever. We can help you maximize your E-rate funding so that you can get the reliable, scalable connectivity solution needed to meet this demand.



Solution Overview:

Vyve Broadband has prepared a robust solution for your Dedicated Internet Access, delivered via a fully symmetrical fiber circuit and fully managed firewall as requested on the School's FY2024 FCC Forms 470 240011539. The circuit provides the following:

- Options from 100mbps to 1Gbps Dedicated Internet Access circuit delivered to the School's Hub**
- Optional Fully Managed Cisco Meraki Firewall Solution**
- Full-Service Level Agreement (SLA) 99.99% Uptime Guarantee**
- 24/7/365 NOC Monitoring and Access**
- Scalable circuits throughout the life of the agreement**
- 60-month term option (Initial 12-month term with option of up to 4 voluntary annual renewals)**
- 100% E-rate Eligible Services**
- Complete, Turnkey Solution**

Vyve Broadband is proposing a Solution routed across a Dedicated Fiber Circuit connected to our Core Ring-Fiber and Backbone Network. Vyve Broadband is operated with multiple primary Internet access upstream data interconnection points which include multiple layers of ring redundancies for traffic routing in case of upstream carrier access issues for interconnect. This level of infrastructure will provide Pryor Public Library with the peace of mind that Vyve Broadband can deliver the uptime demands for a true Enterprise Class Level Service Solution and experience.

Vyve Business Services benefits:

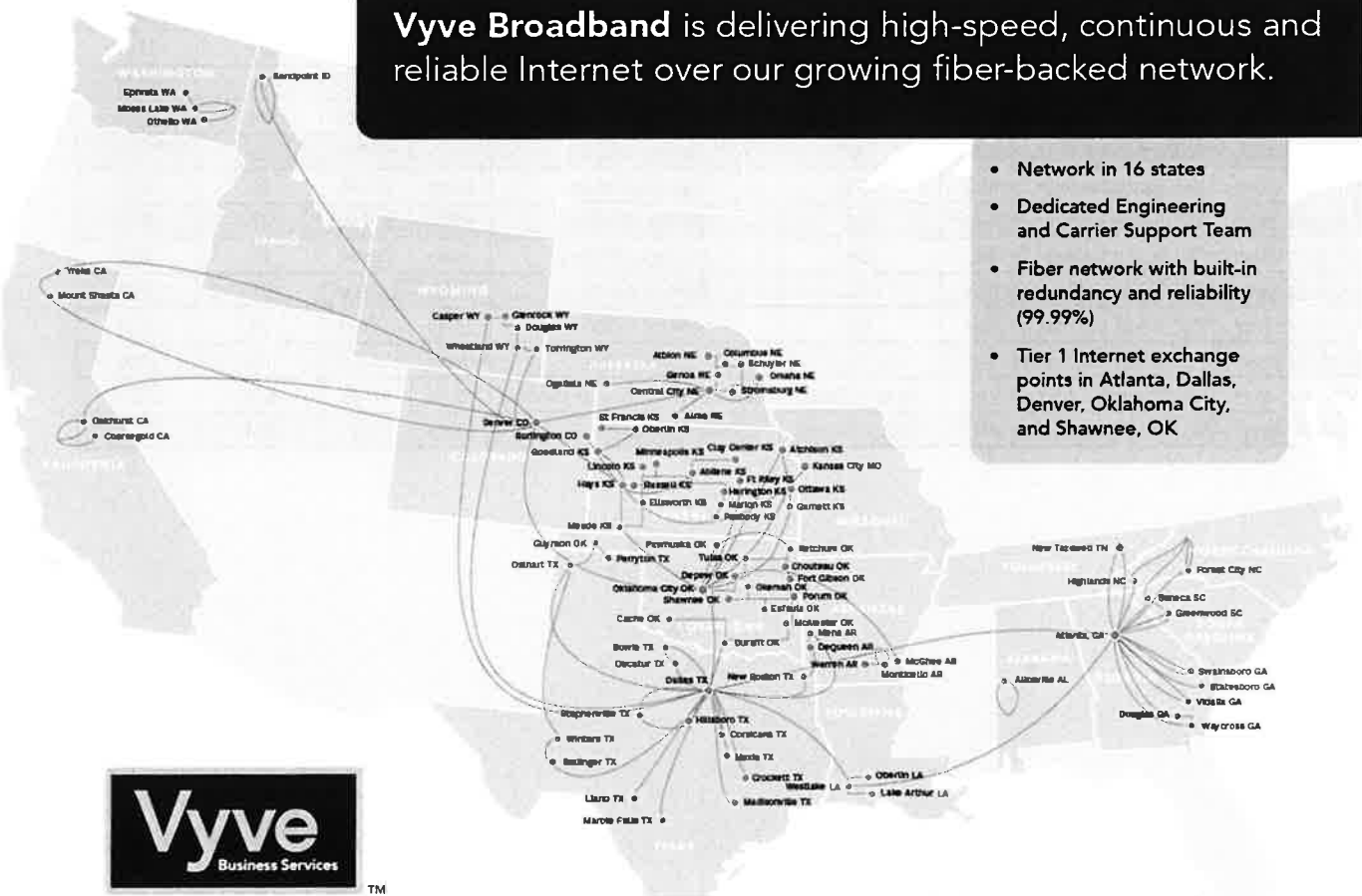
24X7X365 - NOC (Network Operations Center)

- **Circuit Monitoring:** Monitors all Enterprise Class Services and core network interconnectivity 24 Hours a day, 7 days a week, 365 Days a Year with US Based NOC Operations & Support.

Prioritized Response and Queuing:

- All Enterprise Class customers are provided direct call line to Vyve’s Network Operation Center in case of service issue reports. In addition, the Network Operations Center will have primary POC (points of Contact) information to reach out to Service Premise - Contacts in case of any circuit monitoring alarms / issues identified

Vyve Broadband is delivering high-speed, continuous and reliable Internet over our growing fiber-backed network.





Pricing Proposal

This proposal details the Vyve Business services designed to meet the needs of Pryor Public Library and includes the following options for Dedicated Internet Access and fully managed Firewall solution:

60-Month Option (Initial 12-mo term with option of up to 4 voluntary annual renewals)

| Site Name | Site Address | Service Type | Bandwidth/Model | Term | MRC | Ineligible Cost Allocation (%) | Ineligible Cost Allocation (\$) |
|----------------------|-----------------------------------|------------------|-------------------------------------|-------|------------|--------------------------------|---------------------------------|
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 100Mbps x 100Mbps | 60-Mo | \$399.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 150Mbps x 150Mbps | 60-Mo | \$439.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 200Mbps x 200Mbps | 60-Mo | \$479.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 250Mbps x 250Mbps | 60-Mo | \$519.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 300Mbps x 300Mbps | 60-Mo | \$559.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 350Mbps x 350Mbps | 60-Mo | \$599.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 400Mbps x 400Mbps | 60-Mo | \$639.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 450Mbps x 450Mbps | 60-Mo | \$679.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 500Mbps x 500Mbps | 60-Mo | \$719.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 550Mbps x 550Mbps | 60-Mo | \$759.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 600Mbps x 600Mbps | 60-Mo | \$799.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 650Mbps x 650Mbps | 60-Mo | \$839.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 700Mbps x 700Mbps | 60-Mo | \$879.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 750Mbps x 750Mbps | 60-Mo | \$919.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 800Mbps x 800Mbps | 60-Mo | \$959.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 850Mbps x 850Mbps | 60-Mo | \$999.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 900Mbps x 900Mbps | 60-Mo | \$1,039.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 950Mbps x 950Mbps | 60-Mo | \$1,079.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | DIA | 1Gbps x 1Gbps | 60-Mo | \$1,119.00 | 0% | \$0.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | Managed Firewall | Cisco MX68 (Supports up to 600Mbps) | 60-Mo | \$72.00 | 100% | \$72.00 |
| Pryor Public Library | 505 E Graham Ave. Pryor, OK 74361 | Managed Firewall | Cisco MX75 (Supports up to 1Gbps) | 60-Mo | \$157.00 | 100% | \$157.00 |

Logical Network Design



Engineer: Leon Johnson
Version: Rev 1

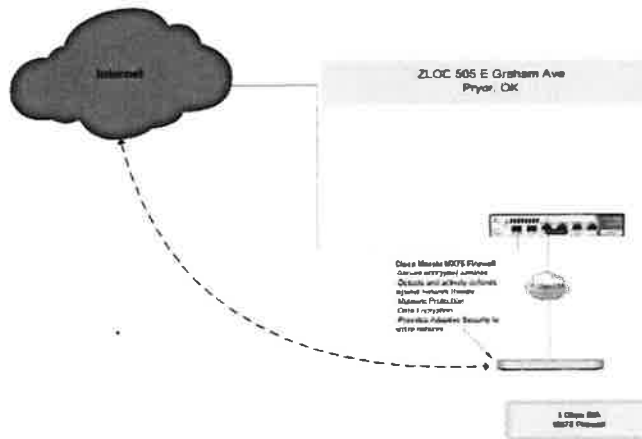
PRYOR PUBLIC LIBRARY- DIA 1Gig Visio v1

Solution Benefits

Expertly designed and Fully managed internet solution that provides high internet availability, backed by expert engineers and a 24X7 Network Operations Center.

Legend

- Unidirectional Transport
- Bidirectional Transport
- Optical
- Customer Network Number
- Carrier
- Service Provider
- Single Network Number
- Multi-Address Transport
- Network Number
- Other Cloud



Vyve Brandmark Proprietary and Confidential Information

| Design Technical Information | |
|--------------------------------|-----------------------|
| Customer Name | Pryor Public Library |
| ALOC Address | |
| ZLOC Address | 505 E Graham Ave |
| Headend/Meet Point | Pryor, OK |
| Router/NAT/DHCP Device | Customer Router |
| Customer Device Brand/Model | |
| IP Scope 1 | /30 |
| IP Scope 2 | NA |
| DIA Service: Auto | 1 Gbps |
| Transport Service Rate | |
| Optic Wavelength 1 | |
| Optic Wavelength 2 | |
| Optic Distance | 40k |
| Circuit ID 1 | |
| Circuit ID 2 | |
| Service Rate 1 | |
| Service Rate 2 | |
| Handoff Optic Type 1 | RJ45 |
| Handoff Optic Type 2 | RJ45 |
| CPE Management IP | |
| Require Geographic Redundancy? | No |
| Service 1 | DIA |
| Service 2 | None |
| Service 3 | None |
| Service 4 | None |
| Service 5 | None |
| HY LAN Delivery | Shared Voice/Data LAN |
| Tagging | Vyve |
| BGP | |



CONTRACT FOR SERVICES AND/OR PRODUCTS ERATE FUNDING YEAR 2024

Service Provider "Provider"

OneNet (Oklahoma State Regents)
 SPIN:143015254
 655 Research Parkway, Suite #100
 Oklahoma City, OK 74857
 (405) 225-9416

School/Library "Applicant"

Pryor Public Library
 BEN: 140148
 505 E Graham Ave.
 Pryor, OK 74361
 (918) 825-0777

This contract made and entered into on this 21th day of February, 2024 by and between Provider and Applicant as specified above.

SERVICES

The Provider agrees to provide to the Applicant the services and/or products as specified in the bid response to 470#240011539.

RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254. Telecommunications Act of 1996, Pub.L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Applicant advertised Internet access services. OneNet submitted bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such services and they set their agreement in writing as follows:

BANDWIDTH CHANGES

Applicant may need to upgrade bandwidth during the life of this contract and this contract allows for any bandwidth upgrades or downgrade based on bid response to 470#240011539, during the life of the contract as requested and paid for by the Applicant and eligible funding sources. Provider shall credit Applicant for any savings realized from downgrades or substitutions of services under this contract. Provider responded with the following bandwidth options pursuant to the 470 listed above.

Category 1: Internet Access and/or Telecommunications

| Function: Internet Access and Data Transmission Service | Bandwidth Up/Down Speed (Mbps) | Monthly Recurring Cost | Annual Recurring Cost | Establishment Fee | One-Time Construction Cost | Total |
|--|---------------------------------------|-------------------------------|------------------------------|--------------------------|-----------------------------------|--------------|
| | 100 | \$640.00 | \$7,680.00 | \$1,000.00 | \$0.00 | \$8,680.00 |
| | 250 | \$790.00 | \$9,480.00 | \$1,000.00 | \$0.00 | \$10,480.00 |
| | 500 | \$1,010.00 | \$12,120.00 | \$1,000.00 | \$0.00 | \$13,120.00 |
| | 1000 | \$1,340.00 | \$16,080.00 | \$1,000.00 | \$0.00 | \$17,080.00 |

Router Requirements

| | |
|--|-----------------|
| BW T1 – 1000M Mbps: Juniper SRX340 or current equivalent model | \$89.00 |
| BW 1001 – 5000M Mbps: Juniper SRX1500 or current equivalent model | \$368.00 |

The router shall remain the property of OneNet. Maintenance of the router will be OneNet’s responsibility. Customers’ local network will not be dependent on the OneNet provided router. OneNet configures the routers in "packet mode", so they only perform routing functionality required for internet service.



CONTRACT FOR SERVICES AND/OR PRODUCTS ERATE FUNDING YEAR 2024

AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the services bid. The term of this contract shall commence on July 01, 2024 with an option of four (4) voluntary annual renewals. If all four (4) voluntary annual renewals are exercised, the contract will expire on (a) June 30, 2029 for recurring services and will continue on a month-to-month basis until services are cancelled by the customer's authorized administrator (b) September 30, 2025 for non-recurring services. The contract expiration for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved on or after March 1st. The contract may be renewed by mutual ratification by both parties. If upgrade of services is requested, the ratification of this agreement will comply with rates within this agreement. Services will continue on a month-to-month basis if mutual annual ratification is not agreed upon until services are cancelled by the customer's authorized administrator. If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the services and products disallowed for discount pricing. If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the services and products disallowed by the governing board, but agrees to pay any outstanding charges due.

PAYMENT and DISCOUNTS

Provider will invoice Applicant for all services provided in accordance with this contract. Provider understands that the Applicant is participating in the Schools and Libraries Division ("SLD"), Universal Services E-Rate Program to receive discounts on eligible services. Services will be discounted within 30 days of the Providers receipt of confirmation that SLD has approved Applicant's Form 486.

If the Applicant is also participating in the Oklahoma Corporation Commissions (OCC) Special Oklahoma Universal Service Fund (OUSF), the Applicant will receive additional discounts on eligible services for Schools and Libraries. Provider agrees to request said funding within 30 days of receipt of a correctly completed OUSF Affidavit from Applicant Upon approval of OUSF, OneNet will begin invoicing OUSF for any eligible amounts within 60 days of approval.

If Applicant funding is not approved through these funding mechanisms, the Applicant is obligated to pay the balance due after all approved discounts are applied. If the Applicant is ineligible, then the Applicant is responsible for 100%.

Provider is obligated to participate in and be compliant with the rules and requirements of the both programs stated above.

Billing begins on the date your service becomes operational; requested bandwidth is provisioned, open and ready for data flow. Any delay on Applicants end such as equipment is on order or a demarcation has yet to be extended will not constitute cause for deferment of billing.

Billing continues until OneNet receives written notice of cancellation from customer's authorized administrator. Depending on the configuration of your service, the termination of OneNet services may incur service fees from one or more of our telecommunications partners. The Applicant shall be responsible for telecommunication service fees levied as the result of customer's voluntary cancellation.

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the services bid.



CONTRACT FOR SERVICES AND/OR PRODUCTS ERATE FUNDING YEAR 2024

Pryor Public Library 100 Meg at a rate of \$640.00 per month and a onetime establishment fee of \$1000.00; for funding year 2024-2025

Executed and delivered on the day and year first written above.

For Provider:

For Applicant:

Signature

Date

Signature

Date

Printed Name:

Printed Name:

Title:

Title:

| | | |
|-----------------------------------|----|------------|
| DONATIONS | \$ | 304.32 |
| COMMUNITY DEVELOPMENT BLOCK GRANT | \$ | - |
| EDTA | \$ | 162.85 |
| TOTAL | \$ | 415,208.40 |

- f. Discussion and possible action regarding hiring Robert Morgan as Recreation Center custodian / maintenance, effective May 17th, 2023 at Range A, Step 1 (annual wage - \$31,200.00). This position was left vacant by the resignation of Rickie Raffe.
- g. Discussion and possible action authorizing Recreation Center Director to seek bids to replace the HVAC unit and ductwork in the Group Fitness Room, anticipating an approximate cost of around \$40,000 for both, from Recreation Repair & Maintenance Account #84-845-5091.
- h. Discussion and possible action authorizing Recreation Center Director to seek bids for the Exhaust System in the pool storage rooms from Recreation Repair & Maintenance Account #84-845-5091.
- i. Discussion and possible action regarding nomination of Karen Cook to Recreation Board, Seat #4, term ending 8/31/25. This seat was left vacant by the resignation of Jeremy Cantrell.
- j. Discussion and possible action regarding recommendation by the Economic Development Trust Authority that Fund 68, created by Proposition No. 1 on the March 5th, 2019 ballot, be utilized to fund a portion of the alleyway surfacing project as proposed in the 2023 Street Rehabilitation Project Plan.
- k. Discussion and possible action to equip a 2022 Chevy Traverse (detective vehicle) with lights, siren and radio. Equipment cost is \$6,158.47 and installation labor cost is \$1,800.00, for a total of \$7,958.47. \$2,619.00 from Account # 96-965-5528 and \$5,339.47 from Police Drug Forfeitures 2020 Donations Account #96-965-5555.
- l. Discussion and possible action to equip a 2021 Chevy Tahoe (Chief's vehicle) with lights, siren, gun mounts and radio. Equipment cost is \$8,491.55, and installation labor cost is \$2,000.00, for a total of \$10,491.55 from Police Drug Forfeitures 2020 Donations Account #96-965-5555.
- m. Discussion and possible action to equip a 2018 Ford Explorer (SRO vehicle) with lights and siren. Equipment cost is \$7,347.00 and installation labor cost is \$1,800.00, for a total of \$9,147.00 from Police Repair and Maintenance Account #02-215-5091.
- n. Discussion and possible action regarding a contract with Buffy's House Cleaning to clean the new Police Department twice weekly at a cost of \$400.00 per week from Police Repair & Maintenance Account #02-215-5091. Three other companies were asked to bid but declined.
- o. Discussion and possible action regarding creating a new position for Records Clerk at the Pryor Creek Police Department and approval of new job description.
- p. Discussion and possible action regarding promotion of Natalie Maher from Dispatcher to Police Records Clerk at Range U, Step 2 (annual wage - \$41,526.00).
- q. Discussion and possible action regarding taking applications for new dispatch position at the Pryor Creek Police Department.
- r. Discussion and possible action regarding promotion of Haley Bogle to Dispatch Supervisor at the Pryor Creek Police Department at Range U, Step 2 (annual wage - \$41,526.00).
- s. Discussion and possible action regarding Payment Application #3 to Envision Civil Contractors, LLC for 2022 Whitaker Park Tennis Facility Parking Improvement Project PRY21-07 in the amount of \$15,990.00 originally to be paid from Parks Capital Outlay Account #44-445-5415. This will not be paid from that account. Payment will come from Park Outside Services Account #02-219-5075 in the amount of \$10,000.00 and Park Repair and Maintenance Account #02-219-5091 in the amount of \$5,990.00.
- t. Discussion and possible action regarding an expenditure in the amount of \$34,237.45 for the purchase of 5-year maintenance and a backup phone for the new Motorola CallWorks 911 system that was received through the Oklahoma 911 Management Authority Grant, from Covid Reimbursement Account #05-501-5401 in the amount of \$25,847.88 and the remainder from Police Technology Account #02-215-5260 in the amount of \$8,389.57.
- u. Discussion and possible action regarding an expenditure in the amount of \$2,862.76 to the Municipal Utility Board for traffic signal repairs from Street Repair & Maintenance Account #14-145-5342.
- v. Discussion and possible action to authorize Mayor to sign Municipal Finance Agreement with Canon for two new copiers at the Thomas J. Harrison Pryor Public Library at State contract pricing. The lease agreement is for \$216.00 per month (a savings of \$79.00 per month over the previous lease agreement) and will be paid out of Library Office Supplies Account #02-221-5033.
- w. Discussion and possible action to authorize Mayor to sign Maintenance Service Agreement with Lakeland Office Systems, Inc. This agreement includes monthly overages charges for copiers that average \$50.00 per month and will be paid at State contract pricing out of Library Office Supplies Account #02-221-5033.

- x. Discussion and possible action regarding an expenditure in the amount of \$10,440.00 to UpCurve Cloud for the GSuite Basic Annual License subscription from May 12th, 2023 – May 11th, 2024, from General Software Account #02-201-5260.

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

a. Approve minutes of the May 2nd, 2023 Council meeting.

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

c. Approve claims for purchase orders through May 16th, 2023.

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

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

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

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

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

7. COMMITTEE REPORTS:

a. Budget and Personnel

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

b. Ordinance and Insurance

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

c. Street

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

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

9. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

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

2. APPROVE MINUTES OF MAY 2ND, 2023 MEETING.

TECHNOLOGY, SERVICES AND CONFIDENTIALITY AGREEMENT

This Agreement (the "Agreement") between Sagacity Golf Technologies Inc., a Delaware corporation, (hereinafter "Sagacity") and Pryor Creek Golf Course, (hereinafter "The Golf Course") shall go into effect on the date noted and signed below ("the Execution Date").

Sagacity will provide or license (as applicable) to The Golf Course-specific services and/or software (collectively "Services"), as outlined in Exhibit B. any modifications and/or changes to this Agreement shall be mutually agreed upon and in writing, by both parties.

SERVICES

The Services to be provided by Sagacity to The Golf Course are detailed in Exhibit B, except as expressly detailed herein, are subject to the following terms:

- 1) Subject to The Golf Course's compliance with this Agreement, Sagacity grants to The Golf Course a revocable, nonexclusive, non-sublicensable, limited license to access and execute Services provided to it by Sagacity.
- 2) The Golf Course may only use the Services in connection with its business operations, per the terms and conditions of this Agreement, and not for the benefit of any third party or any other purpose.
- 3) The Golf Course will not copy, modify, alter, adapt, translate, create derivative works from, reverse engineer, disassemble, decompile or decode the Services in any way for any reason, or engage in or authorize any action that is inconsistent with the terms and conditions of this Agreement, or that violates any law.
- 4) The Golf Course acknowledges that the timing of all Services, provision, development and installation of Services, and delivery of any work product related to the Services is subject to cooperation from The Golf Course. The Golf Course will provide Sagacity with access to any information, including documents, staff, and other resources needed by Sagacity to perform its obligations timely and completely under this Agreement.

SCOPE OF SERVICES

Services List. Not to be understood as an exhaustive list, but Services shall mean any combination of the following: Custom Booking Engine(s), Mobile Platform, Mobile Payment Platform, Email Marketing and CRM, eCommerce, Benchmark, Power Hours, Price Check, Group, Forecaddie, Promote, Widget and Electronic Tee Sheet (where applicable).

Onboarding Validation Requirements. We have certain requirements to provide a variety of products. We may require anything from high-resolution images to accurate historical data. To provide The Golf Course with the Benchmark product and any product that relies on data from the said product, your desired cooperation is imperative to achieve sufficient results. Without cooperation, products may not be delivered timely or at all.

Ongoing Operational Requirements. The ongoing requirements to service the products vary depending on the software system The Golf Course uses. We will outline for you what these requirements are depending on your software set up and we will require ongoing cooperation in order to provide you with accurate information continually. We will work to address needs with the various software platforms, however, where we need your assistance directly, we expect a timely response.

The Margin of Error. Accurate historical data provides us an opportunity to fulfill our goal of delivering products and data back to you within a 3% margin of error.

SECURITY DATA AND PRIVACY

Client End-User and Performance Data (hereinafter “CEUPD”). As between The Golf Course and Sagacity, information collected from End Users (“End Users” to mean, The Golf Course’s Golfers or Customers) solely through The Golf Course’s software-specific channels (e.g., on The Golf Course’s website, through a The Golf Course-specific App or The Golf Course’s Reservation Center) or provided to us for onboarding purposes as Performance Data, will be owned by The Golf Course and is referred to in this Agreement as “CEUPD.”

Sagacity Use of CEUPD. The Golf Course agrees that Sagacity may access or request, and use, the CEUPD to provide Services to The Golf Course. The Golf Course also agrees that CEUPD, excluding personal information, may be used in the aggregate by Sagacity to identify trends or cultivate business intelligence.

Tee Sheet Interfaces. The Golf Course acknowledges that CEUPD (including, without limitation, personal information) collected utilizing a Third-Party Interface may be used and owned by multiple parties, including Sagacity and the Third Party using the Interface. The Golf Course may select Third-Party Interfaces through which The Golf Course’s tee time reservations can be made available (if any), and those selections should be identified within Exhibit B.

Restrictions on Use of CEUPD. The Golf Course acknowledges that Sagacity makes no representation that any CEUPD collected in any manner secures consent from The Golf Course to use the information or data for any particular marketing tactic (e.g., text messaging, robocalls, etc.) and that it is The Golf Course’s sole responsibility to ensure it has the requisite consent from individuals before engaging in any communication with

End Users. The Golf Course agrees to comply with all applicable laws, rules and regulations, including, without limitation, the CAN-SPAM Act of 2003, the Telephone

Consumer Protection Act of 1991, and various state laws and regulations concerning telemarketing, electronic communications and other forms of communication.

CONFIDENTIALITY

All information obtained by Sagacity for the benefit of provided products and tools to The Golf Course shall be deemed confidential in nature and will only be used to anonymously explain trends and patterns on a market-wide or industry level. Any use of The Golf Course's individualized information will require prior written consent from The Golf Course to Sagacity with a clear expectation of where the information is being shared or displayed. See Exhibit A attached for Confidentiality and Permitted Use Terms Defined.

COMPENSATION

The Golf Course will pay Sagacity for Services, as identified in Exhibit B.

TERM AND TERMINATION

This Agreement shall begin at the time any authorized party executes this Agreement based on the date below and will run for one (1) year. The Golf Course may terminate the Agreement for any reason, without cost or penalty, with 30 days written notice. This Agreement will auto-renew unless terminated by either party upon 90 days written notice before auto-renewal date. Payments will cease at the termination of the auto-renewal only after The Golf Course's account is disabled and/or all Services are no longer in use by The Golf Course.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Sagacity and The Golf Course have agreed to the terms above and have executed this Agreement on this ____ day of March 2024.

SAGACITY GOLF TECHNOLOGIES

BY:  _____

Mike Loustalot

Its: Director

Date: 3/ /24

THE GOLF COURSE

BY: _____

Zac Doyle

Its: Mayor of Pryor Creek, Oklahoma

Date: 3/ /24

[INTENTIONALLY LEFT BLANK]

Exhibit A

PERMITTED USE AND CONFIDENTIALITY TERMS

1. "Confidential Company Performance Data" shall mean any non-public information supplied by The Golf Course (golf rounds, golf revenue, golf tee time, golf round booking source, barter rounds) to Sagacity for the purpose of either, (a) publishing a benchmarking report and sharing it back with The Golf Course monthly; and, or, (b) using the data to build forecasting, pricing, and revenue management tools for The Golf Course.
2. "Confidential Information" shall mean any non-public information of The Golf Course. It shall also mean any non-public information of the other Party (or such Party's customers or suppliers) that derives independent value from not being generally known to the public: and (a) that is designated as confidential or proprietary: or (b) that the receiving Party knew or reasonably should have known as confidential or proprietary.
3. "Permitted Use" shall mean Sagacity will take the Confidential Company Performance Data/ CEUPD supplied by The Golf Course, store it in the secured Sagacity computer servers and use it to produce Services. Sagacity may, from time to time, publish information relating to benchmarking, but at no time will anything published by Sagacity contain any data individually identifiable to The Golf Course.
4. Both Parties and their respective employees and agents agree that during the period of their discussions and after that, any recipient of Confidential Information of the other Party will not at any time disclose to any person, or use for its benefit or the benefit of anyone, such Confidential Information without the prior written consent of an officer of said Party. Each Party shall limit disclosure of Confidential Information to its: (a) employees or agents (such persons hereinafter collectively "Employees") who need to know related to the Parties' business relationship, provided the receiving Party ensures that such Employees take reasonable precautions to safeguard the confidential status of the Confidential Information; or (b) third party auditors or consultants who need to know to perform their respective contractual obligations for the receiving Party, provided such third party auditors and consultants are subject to a confidentiality agreement that protects the Confidential Information of the disclosing Party in a manner that is consistent with the terms of this Agreement. Each Party shall maintain the confidentiality and prevent accidental or other loss or disclosure of any Confidential Information of the other Party with at least the same degree of care as it uses to protect its Confidential Information but in no event with less than reasonable care. If a Party becomes aware of unauthorized disclosure of the other Party's Confidential Information, such Party shall immediately

inform the other Party of such disclosure so that the other Party may have the opportunity to minimize the damage related to such disclosure.

5. Duration of Obligation. The Confidentiality provisions of this Agreement shall survive termination of this Agreement, and Sagacity's duty to hold Confidential Information in confidence shall remain until the Confidential Information no longer qualifies as confidential or until The Golf Course sends Sagacity written notice releasing Sagacity from this Agreement, whichever occurs first.

[INTENTIONALLY LEFT BLANK]

Exhibit B

SERVICES

The following is a list of potential products to be determined Sagacity “Services.” This list is not exhaustive, nor should it be assumed The Golf Course may, or may not utilize all these Services. Services in use may differ by client, but all pricing shall be the same. A client may deploy Services at different points in time, but the client shall not incur additional fees to do so unless the said product(s) is missing from the original pricing terms agreed upon at execution of this Agreement. Indicated below are the products that will be in use based on the execution date of this Agreement.

Check the appropriate boxes:

| | | | |
|-----------|--------------------------------------|-----------|----------------------------------|
| XX | TRAINING & IMPLEMENTATION | XX | POWER HOURS |
| | WEB RESERVATION ENGINE | XX | PRICE CHECK |
| | OMNI ELECTRONIC TEE SHEET | XX | GROUP |
| XX | EMAIL MARKETING AND CRM | XX | FORECADDIE |
| XX | GOLF COURSE MOBILE APP | XX | DAILY DEALS MARKETPLACE** |
| XX | GOLF CASH PAYMENT PLATFORM* | XX | BENCHMARK + |

Fee and Collection thereof:

All fees are paid through the Sagacity “One Player” program. Under the “One Player” program, each day the first tee time reservation on the golf course app or Daily Deals requires the golfer to pre-pay for first golfer slot (max 7 golfer slots/week). Sagacity collects and retains the associated revenue. Reporting is provided to verify all activity.

* All Golf Cash sales will be charged and settled to the Sagacity merchant account. Sagacity will remit payment via ACH or check monthly less 2% commission, and merchant fees of 2.9% plus \$0.30 per transaction.

** All rounds sold via the Daily Deal Marketplace are pre-paid, non-cancellable and are charged and settled to the Sagacity merchant account. Sagacity will remit payment monthly less merchant fees of 2.9% plus \$0.30 per transaction. Sagacity reserves the right to charge applicable sales taxes and fees to buyer purchasing Daily Deals.

_____ (Initial)

Falco Alarm Company of Tulsa

5524 S. 94th E. Ave., Tulsa, OK 74145

P.O. Box 470506 Tulsa, OK 74147

Oklahoma Alarm License 0973

Office: (918) 663-5838 Cell: (918) 698-4069

E-mail: Kevin@FalcoAlarm.net

December 11, 2023

Pryor Creek Golf Course

724 E. 530 Rd.

Pryor, OK 74361

Attn: Dennis Bowman

Cart Barn Security System Proposal

| Qty. | Description |
|-------------|--|
| 1 | Honeywell Vista 20p Control Panel |
| | Honeywell Keypad |
| ? | Existing motion's and door contacts |
| 1 | LTE Cellular Alarm Signal Transmitter (Provides cellular transmission of the alarm signals to the central monitoring center and the ability to use the Honeywell Total Connect app for remote arming / disarming of the system, control of Wi-Fi / Z-Wave home automation devices and push / text or email notification of alarm events) |
| 1 | Power Failure Back-up Battery |
| 1 | Devices Installation & Labor |
| 1 | System Installation & Programming |

Installed System Price: \$704.10

(Plus applicable sales tax)

- Cellular monitoring of the alarm signals is \$29.95 per month.
- Requires a 3-year monitoring agreement. Early termination of this agreement requires the remaining amount to be paid.
- Payment terms: 100% upon completion of the installation.

Respectfully submitted,

Kevin Higgins

Falco Alarm Company

Accepted by: _____

Date: _____

(Note: We reserve the right to re-quote the above equipment price if proposal is not accepted within 30 days)

Falco Alarm Company of Tulsa

5524 S. 94th E. Ave., Tulsa, OK 74145
P.O. Box 470506 Tulsa, OK 74147
Oklahoma Alarm License 0973
Office: (918) 663-5838 Cell: (918) 698-4069
E-mail: Kevin@FalcoAlarm.net

December 11, 2023
Pryor Creek Golf Course
724 E. 530 Rd.
Pryor, OK 74361
Attn: Dennis Bowman

Pro Shop Security System Proposal

| <u>Qty.</u> | <u>Description</u> |
|-------------|---|
| 1 | Honeywell Vista 20p Control Panel |
| | Honeywell Keypad |
| ? | Existing motion's and door contacts |
| 1 | LTE Cellular Alarm Signal Transmitter (Provides cellular transmission of the alarm signals to the central monitoring center and the ability to use the Honeywell Total Connect app for remote arming / disarming of the system, control of Wi-Fi / Z-Wave home automation devices and push / text or email notification of alarm events) |
| 1 | Power Failure Back-up Battery |
| 1 | Devices Installation & Labor |
| 1 | System Installation & Programming |
| | |

Installed System Price: \$704.10

(Plus applicable sales tax)

- Cellular monitoring of the alarm signals is \$29.95 per month.
- Requires a 3-year monitoring agreement. Early termination of this agreement requires the remaining amount to be paid.
- Payment terms: 100% upon completion of the installation.

Respectfully submitted,

Kevin Higgins

Falco Alarm Company

Accepted by: _____

Date: _____

(Note: We reserve the right to re-quote the above equipment price if proposal is not accepted within 30 days)

TERMS OF AGREEMENT

12.0 WHAT THE COMPANY PROVIDES:

12.1 ALARM INSTALLATION: Unless otherwise specified the wire, hardware, and labor for the installation.

12.2 On monitored systems 24-hour monitoring for alarm signals. When the Alarm Monitoring Center (AMC) receives an alarm signal other than panic or duress, it will use reasonable effort to verify the alarm by telephone with the customer. If the alarm cannot be verified, as false, the AMC will notify the appropriate authority and one emergency contact in the priority listed on the customer's emergency data form. In case of panic or duress the AMC will assume that there is a possibility that the burglar is with the customer and immediately notify the appropriate authority. The customer will NOT be notified.

12.3 24-hour a day Emergency Service on systems that are going off and cannot be silenced.

13.0 WHAT THE CUSTOMER AGREES:

13.1 To pay the entire Equipment Schedule balance upon completion of the installation or to pay the Company in installments the full Equipment Schedule balance due as stated in this Agreement. If the customer fails to make the required payments on the equipment, customer fails to perform any other promise contained herein, customer abandons the equipment, the premises where the equipment is installed is made subject to any foreclosure process or upon death, insolvency or bankruptcy of customer. In the event of any one of the foregoing, Company may demand without prior notice any unpaid balance owing on this contract. This is a non-negotiable promissory note. The customer has the right to buy out without penalty the system by paying to the Company the unpaid portion of this contract excluding remaining unpaid Alarm Service and interest fees at time of notification.

13.2 Security Agreement: In the event the entire Equipment Schedule balance due is not paid upon completion of installation as security for full payment Customer hereby grants to Company a purchase money security interest in all the equipment listed on the Equipment Schedule. The Customer will not remove any of such property from the premises until all of the Customer's obligations under this Agreement have been satisfied in full.

13.3 Lease of Equipment: If this Agreement is for the lease of the listed Equipment, Customer shall pay the lease payments as stated in this Agreement. Company hereby leases to Customer the listed Equipment. Ownership of the Equipment remains with the Company. Customer shall not remove the equipment from premises. Customer shall maintain the Equipment in good condition, and Customer shall return the equipment to Company or allow Company access to premises to recover the equipment upon termination of this Agreement. If the equipment is lost, stolen, or damaged, Customer is responsible to pay the Company the reasonable replacement value or repair cost of the equipment at the time of any loss or damage.

13.4 Alarm Service Fee: To pay the Company the Alarm Service Fee stated in this Agreement. It is further agreed and understood between the parties that the Company shall have the right to an annual escalation of this Fee. To increase the monthly charges up to a maximum of 10% per annum, each increase to be made to the Customer only after thirty (30) days written notice. In no event shall the total escalation made by the Company be based on anything but the cost due to inflation, and in no event shall total escalation be for an amount in excess of 10%.

13.5 To permit the Company, or its assignees access to Customer's premises during normal business hours (8:00 AM to 5:00 PM, Monday through Friday) for delivery, installation, testing, repair, removal and other required actions concerning the equipment.

13.6 If the Customer is not the owner of the premises, Customer will provide owner authorization satisfactory to the Company for equipment installation.

13.7 Upon delivery the Customer shall bear all risk of damage, loss or theft of the equipment.

13.8 Selection of System Components: Customer specifically agrees and understands that the Customer selected the equipment to be installed at the Customer's premises, and the extent of coverage that the equipment protects. The Customer agrees that the Company shall have no liability for failure to install any equipment not designated to be installed in this Agreement.

13.9 Function of System: Customer specifically acknowledges and agrees to provide at Customer's expense, the electric wiring and outlets and subscription of telephone service necessary for installation and functioning of the equipment. The customer understands that functioning of the equipment requires proper electric power and that if the supply is interrupted for a period of time the alarm may not function.

13.10 The Customer understands that a digital communication is used as the method of transmission of a signal to the AMC via telephone lines. The customer further understands and agrees that if the telephone service is interrupted for any reason, signal from the Customer's alarm system will not be received at the AMC and the Company will not know interruption of service. The Customer has been specifically informed of this inherent limitation and acknowledges that signals transmitted over telephone lines in this manner are beyond the control of the Company.

13.11 Customer acknowledges and understands that the customer is solely responsible to insure the system is functioning properly. It is recommended by the Company that the Customer TEST the system at least ONCE A WEEK.

13.12 On accounts over sixty (60) days past due the Company shall have the right to render the equipment inoperative and terminate the alarm service provided for in this agreement until such time all monies owed to the company have been paid in full.

13.13 Any Land Line, VoIP, Network, Internet, Cellular change or interruptions for **Central Station Monitoring** will prevent us from receiving signals at our central monitoring station and is out of our control.

13.14 Any Cellular, Network, Internet changes or interruptions for **Remote Subscriber Access, Video Streaming or Access Control Administration** may directly affect the access of such devices or services.

14.0 OTHER IMPORTANT MATTERS:

14.1 LIMITATION OF LIABILITY: It is understood and agreed that the Company is not an insurer. That the payment for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Customer's property or property of others located on Customer's premises; that other than what is stated in paragraph 7. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose; that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designated to detect or avert. Customer understands and agrees that Company's liability shall be limited to the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) as liquidated damages and not as a penalty and this liability shall be exclusive. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, from performance of the obligations imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assignees or employees. If Customer wishes to assume a limited liability in lieu of the liquidation damages as herein set forth. Customer may obtain from Company a Limitation of Liability by paying an additional monthly service charge to the Company. If Customer elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions, and the amount of Limited Liability, and additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold Company as insurer.

14.2 WAIVER OF SUBROGATION: The Customer does hereby, for himself and any parties claiming under him, release and discharge the Company from and against all hazards covered by Customer's insurance. It being expressly understood and agreed that no insurance company or insurer will have any right of subrogation against the Company for any loss or damage resulting from fire, burglary, or any other cause covered under any such policy. If any of the aforesaid policies of the Customer require the Customer to inform its insurer of this existence of this waiver of subrogation provision, the Customer shall promptly provide the appropriate notice to its insurer.

14.3 TIME REQUIRMENTS FOR FILING SUIT: All suits, actions or proceedings, legal or equitable, against the Company must be commenced in court within one (1) year after the cause of action has accrued of the act, omission, or event occurred upon which the suit, action or proceeding arises, whichever is earlier. If no claim, action, or proceeding is instituted within such time it is barred, time being of the essence of this paragraph.

14.4 THIRD PARTY INDEMFICATION: In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against the Company for any reason relating to Company's duties and obligations pursuant to indemnify, defend, and hold Company harmless from any and all claims and lawsuits including payment of all damages, expenses, cost and attorneys fees. Whether these claims be based upon active or passive negligence, or strict or product liability on the part of the Company, its agents, servants, assigns, or employees. This agreement by Customer to indemnify Company against third party claims as herein above set forth shall not apply to losses, damages, expenses and liability resulting in injury to property of third persons, which losses, damages, and expenses and liability occur while an employee of Company is on Customer's premises and which losses, damages, and liabilities are solely and directly caused by the acts of said employee.

14.5 APPLICABLE LAW SEVERABILITY: This Agreement shall be construed under the laws of the State of Oklahoma. If any provision of this agreement or a portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.6 FORCE MAJEURE: The time within which the Company shall be required to perform any acts under this Agreement shall be extended to the extent that the performance of such act shall be delayed by acts of God, fire, winds, storm, flood, explosion, collapse of structure, riot war, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of Company.

14.7 ENTIRE AND BINDING AGREEMENT: This Agreement contains all of the agreement between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto or their successors in interest. Any and all related agreements, work orders, or other documents are specifically subordinate to this Agreement, and in the event of any conflict in terms, these Agreement controls. The terms, covenants and conditions contained herein shall insure to the benefit of and be binding upon the Company and the Customer and their respective successors and assigns.

14.8 AUTHORITY: If this Agreement is executed by or for the benefit of a Customer other than an individual (i.e. Customer is a corporation or partnership) the person executing this agreement warrants that he is authorized to bind Customer to this Agreement.

FALCO ALARM COMPANY OF TULSA, INC.
P.O. BOX 470506 TULSA, OK 74147-0506
OKLAHOMA ALARM LICENSE # 0973

ALARM SYSTEM MONITORING AGREEMENT

1. This is a contract between FALCO Alarm Company of Tulsa, Inc. and:
 Pryor Creek Golf Course (Cart Barn) – 724 East 530 Road – Pryor, OK 74361

CUSTOMER OWNED - EQUIPMENT SCHEDULE

| DESCRIPTION | MODEL | QTY | DESCRIPTION | MODEL | QTY |
|----------------------|-----------|-----|------------------------|--------------|----------|
| Master Control Panel | Vista 20P | 1 | Battery | 12 Volt | |
| Keypad | 6150 | 1 | Transformer | 16.5 V 40 VA | |
| Contacts – Doors | | | Wireless Receiver | 5881ENM | |
| Contacts – Windows | | | Smoke Detector | | |
| Siren – Interior | | | Personal Panic | Wireless | |
| Total Connect | | | Motion Detector | | |
| GSM Communicator | LTE | 1 | Phone Jack | RJX-31 | |
| Activation Fee | | -0- | Monitoring Service Fee | | \$ 29.95 |

2. **Contract Variances:** The term of this agreement is for an initial period of **Three (3) Years**, and thereafter for consecutive terms of one (1) year or until either party notifies the other party of its intent to terminate this agreement with thirty (30) days written notice at the end of the current term.

3. **Payment Plan:** \$ 0.00 due upon activation.

4. **Late / Collection Fees:** If payment is not received by the due date, the account will be assessed a \$ 5.00 late charge or 1 ½% of the unpaid balance (whichever) is greater. Accounts 60 days past due are subject to having their monitoring services suspended. Accounts 90 days past due will be turned over to collection for the full balance of the monitoring contract and charged a collection service fee.

5. **Monitoring Fee:** \$ 29.95

Billing Cycle: Monthly

6. **Location Type:** Commercial

Activation Date: February 29, 2024

7. **Limited Warranty: 90 Days Parts & Labor on Listed Parts**

- This agreement contains provisions on a LIMITED WARRANTY for the above equipment and expressly excludes warranty of merchantability or fitness for a particular purpose.
- **The limited warranty gives you specific legal rights** and you may have others, which may vary from state to state. Without in any way limiting the exclusion of implied warranties stated herein, Company provides the limited warranty on the equipment listed on the equipment schedule.

8. **Customer acknowledges that a Burglary / First Response Permit may be required** by city ordinance, and will be required for police response. Customer accepts responsibility for procuring said permit.

9. **This contract becomes effective and binding** when signed by the customer and an authorized company representative.

10. **Customer’s Acceptance:** I have read and understand both pages and all sides of this agreement and I understand that I am bound by this contract.

11. **Signature Line:**

 Customer Signature Date

 Company Signature Date

 Customer Print

 Shanasy R. Fletcher
 Company Print

FALCO ALARM COMPANY OF TULSA, INC.
P.O. BOX 470506 TULSA, OK 74147-0506
OKLAHOMA ALARM LICENSE # 0973

ALARM SYSTEM MONITORING AGREEMENT

1. This is a contract between FALCO Alarm Company of Tulsa, Inc. and:
 Pryor Creek Golf Course (Pro Shop) – 724 East 530 Road – Pryor, OK 74361

CUSTOMER OWNED - EQUIPMENT SCHEDULE

| DESCRIPTION | MODEL | QTY | DESCRIPTION | MODEL | QTY |
|----------------------|-----------|-----|------------------------|--------------|----------|
| Master Control Panel | Vista 20P | 1 | Battery | 12 Volt | |
| Keypad | 6150 | 1 | Transformer | 16.5 V 40 VA | |
| Contacts – Doors | | | Wireless Receiver | 5881ENM | |
| Contacts – Windows | | | Smoke Detector | | |
| Siren – Interior | | | Personal Panic | Wireless | |
| Total Connect | | | Motion Detector | | |
| GSM Communicator | LTE | 1 | Phone Jack | RJX-31 | |
| Activation Fee | | -0- | Monitoring Service Fee | | \$ 29.95 |

2. **Contract Variances:** The term of this agreement is for an initial period of **Three (3) Years**, and thereafter for consecutive terms of one (1) year or until either party notifies the other party of its intent to terminate this agreement with thirty (30) days written notice at the end of the current term.

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5. **Monitoring Fee: \$ 29.95**

Billing Cycle: Monthly

6. **Location Type: Commercial**

Activation Date: February 29, 2024

7. **Limited Warranty: 90 Days Parts & Labor on Listed Parts**

- This agreement contains provisions on a LIMITED WARRANTY for the above equipment and expressly excludes warranty of merchantability or fitness for a particular purpose.
- **The limited warranty gives you specific legal rights** and you may have others, which may vary from state to state. Without in any way limiting the exclusion of implied warranties stated herein, Company provides the limited warranty on the equipment listed on the equipment schedule.

8. **Customer acknowledges that a Burglary / First Response Permit may be required** by city ordinance, and will be required for police response. Customer accepts responsibility for procuring said permit.

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10. **Customer’s Acceptance:** I have read and understand both pages and all sides of this agreement and I understand that I am bound by this contract.

11. **Signature Line:**

Customer Signature Date

Company Signature Date

Customer Print

Shanasy R. Fletcher
Company Print



ford.com

VEHICLE DESCRIPTION

F-150

2023 F-150 4X4 SUPERCREW
145" WHEELBASE
5.0L V8 ENGINE
ELEC TEN-SPEED AUTO W/TOW M

PK F62708

EXTERIOR OXFORD WHITE
INTERIOR DARK SLATE VINYL 40/20/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR

- 4" PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MYKEY®
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTSHIFT®
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYSTM™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 101A

•XL SERIES

OPTIONAL EQUIPMENT/OTHER

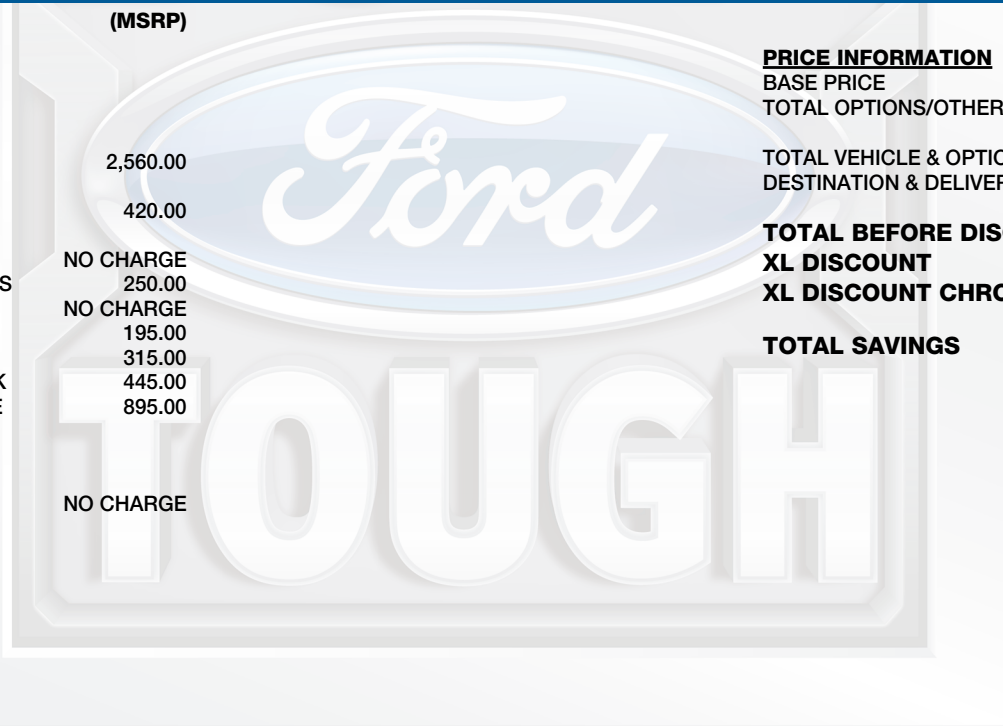
- 5.0L V8 ENGINE 2,560.00
- .265/70R 17 BSW ALL-TERRAIN 420.00
- 3.31 ELECTRONIC LOCK RR AXLE NO CHARGE
- 7050# GVWR PACKAGE NO CHARGE
- FRONT LICENSE PLATE BRACKET 195.00
- BLACK PLATFORM RUNNING BOARDS 315.00
- 50 STATE EMISSIONS 445.00
- INTERIOR WORK SURFACE 895.00
- CLASS IV TRAILER HITCH NO CHARGE
- EXTENDED RANGE 36GAL FUEL TANK NO CHARGE
- XL CHROME APPEARANCE PACKAGE NO CHARGE
- .CHROME FRONT/REAR BUMPERS
- .FOG LAMPS
- .17" SILVER PAINTED ALUMINUM
- VINYL 40/20/40 FRONT SEAT
- FLEX FUEL VEHICLE

(MSRP)

PRICE INFORMATION

| | |
|--|--------------------|
| BASE PRICE | \$45,410.00 |
| TOTAL OPTIONS/OTHER | 5,080.00 |
| TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY | 50,490.00 1,995.00 |
| TOTAL BEFORE DISCOUNTS | 52,485.00 |
| XL DISCOUNT | - 750.00 |
| XL DISCOUNT CHROME | - 500.00 |
| TOTAL SAVINGS | - 1,250.00 |

(MSRP)

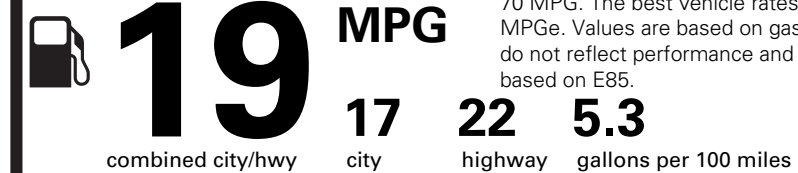


EPA DOT

Fuel Economy and Environment

E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Fuel Economy



You spend **\$3,750**

more in fuel costs over 5 years compared to the average new vehicle.

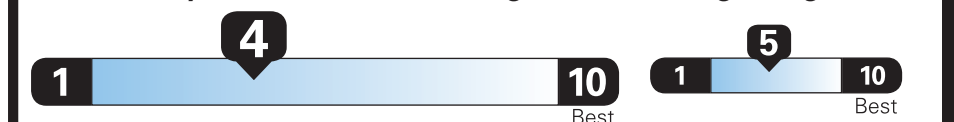
Driving Range



Annual fuel cost

\$2,350

Fuel Economy & Greenhouse Gas Rating (tailpipe only) **Smog Rating** (tailpipe only)



This vehicle emits 468 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



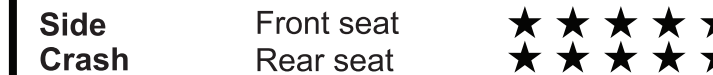
GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.



Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.



Based on the risk of injury in a side impact.



Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FTFW1E50PKF62708



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FPKF62708 TO 48028

Msg & Data rates may apply. Text HELP for help



www.ford.com/help/privacy-terms/

RAMP ONE

CC15

RAMP TWO

CONVOY

ITEM #:

52-A913 O/T 5C

TOTAL MSRP \$51,235.00



Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER

PK131 N RB 2X 370 002699 10 13 23

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.



PO BOX 4563
 Palm Desert, CA, 92261-4563
 Phone: 888-893-8873
 www.westcoastturf.com
 CA#688087, NV:#0048299, AZ:#ROC110478, CA DIR #1000009410

QUOTE

Quote Nbr.: **Q002604**
 Order Date: 2/29/2024
 Valid Until: 5/29/2024
 WCT Sales Person: Tom Stafford
 tom.stafford@westcoastturf.com
 Customer ID: 02264
 Customer Reference #:
 Payment Terms:
 Tax Exempt #: 132
 Installation: PW-No Union-No

| | |
|--|---|
| QUOTE CONTACT: Pryor Creek Golf Course 724 E. 530 Rd. PRYOR OK 74361 DENNIS BOWMAN Email: bowmand@pryorcreek.org | PROJECT LOCATION: SAN MARCOS 1365 DESCANSO AVE SAN MARCOS CA 92596 |
|--|---|

| NO. | ITEM | QTY. | UOM | PRICE | DISC. | AMOUNT |
|-----|----------------------|------------|------|--------|-------|----------|
| 1 | DOM-S: DOMINATOR SOD | 2,000.0000 | SQFT | 2.1500 | 0% | 4,300.00 |

See Conditions of Sale on final page of this quote.

Quote Total: 4,300.00
Less Discount: 0.00
Tax Total: 0.00
Total (USD): 4,300.00

Conditions of Sale:

- Billed quantities for sod or stolons and installation services are based on amount ordered on delivery invoices.
- Field measurements or any other method for calculating billed amounts are not valid.
- In no event will West Coast Turf be liable to anyone for special, incidental, consequential, indirect, or liquidated damages. This includes, but is not limited to, lost revenue or profits arising from and/or relating to any product or service provided by West Coast Turf, or the inability to provide said product or service.
- WCT guarantees that sod will arrive weed/disease free. WCT needs to be notified within 24 hours of delivery if there is a problem. No further warranty on live product outside the care and control of West Coast Turf is offered or implied.
- Contractor assumes responsibility for notifying us of Prevailing Wage and/or Union job status in order for us to know what wage rate to pay.
- All soil preparation and final grading must be completed prior to sod installation by customer. No grading or pre/post rolling will be provided.
- Quote is valid for 90 days from the stated Quote Date on Page 1.
- Quote does not guarantee sod availability. A separate deposit, purchase order, or contract may be required to guarantee materials.
- If turf grass varieties requested are different than West Coast Turf varieties, a contract and a deposit will be required for a contract grow.
- Price quote based on full scope of work.
- West Coast Turf is not signatory to any Labor Unions. Installation jobs requiring Union labor will be contingent on Union acceptance of a single project agreement for West Coast Turf to perform installation on the Union project. Installation/Labor costs higher for PW/Union jobs, and those installed weekends and holidays.
- All payments by credit card for any project total amounts above \$20,000 will incur a 3% processing fee. Check, ACH, or wire transfer is preferred.



Mayes

Data provided by YOLANDA THOMPSON County Assessor

Property Information - Date 02/02/2024

The Mayes County Assessor's Office has made every effort to insure the accuracy of the data contained on this website; however this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this website.

The Mayes County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this website or by any use of this website.

| Assessment Data | | Primary Image | | | | |
|---|--|-----------------------|-------------------|------|-------|--------|
| Account | 490019025 | | | | | |
| Parcel ID | 1460-00-026-B01-0-001-00 | | | | | |
| Cadastral ID | 1460-026-B01-00-0-001-00 | | | | | |
| Property Type | REAL - Real Property | | | | | |
| Property Class | E | | | | | |
| Tax Area | 14 - Pryor City 1-1 | | | | | |
| Lot Size | 3.00 - Lots | | | | | |
| Owners Name | CITY OF PRYOR CREEK PO BOX 1167 PRYOR OK 74362-0000 | Image Date 4/21/2020 | | | | |
| Parcel Location | | | | | | |
| Situs | 00006 N BAILEY | | | | | |
| Subdivision | WHITAKER | | | | | |
| Lot/Block | 0B01 / 0026 | | | | | |
| Sec/Twn/Rng | - - - | | | | | |
| Neighborhood | 101000 - 1001,1090,1240,1250,1310,1330,1390,1400,1420,1430,1520,1530 | | | | | |
| Legal Description | | | | | | |
| WHITAKER ADDITION BLK 26B LOTS 1,2,3 & S12 1/2' OF VACATED ST ADJ TO LOTS 1,2,3 | | | | | | |
| Valuation | | Tax Detail (Millages) | | % | Mills | Dollar |
| Land Value | 24,857 | 24,857 | T001 Pryor City | | | |
| Improvements | 0 | 0 | C001 Mayes County | | | |
| Mobile Home | 0 | 0 | General Fund | 12.3 | 10.33 | .00 |
| Fair Market Value | 24,857 | 24,857 | Health Fund | 1.9 | 1.55 | .00 |
| Taxable Value - Capped | 0 | 0 | Common Fund | 4.9 | 4.13 | .00 |
| Assesment Ratio | 11.2% | 11.2% | S101 Pryor School | | | |
| Gross Assessed | 0 | 0 | General Fund | 42.7 | 35.79 | .00 |
| Exemptions | 0 | 0 | Building Fund | 6.1 | 5.11 | .00 |
| Net Assessed | 0 | 0 | Sinking Fund | 18.5 | 15.48 | .00 |
| Tax Rate | 83,7200 | 83,7200 | V001 Va Tech - 1 | | | |
| Estimated Taxes | 0.00 | 0.00 | General Fund | 12.3 | 10.33 | .00 |
| | | | Building Fund | 1.2 | 1.00 | .00 |

P.O. Box 833
Pryor, OK 74362
Phone: 918/825-6910
or 918/266-5900
Fax: 918-825-7001
E-Mail:
wadeswrecker@att.net
wadeswreckerservice.com

Est. 1994
WADES
Catoosa Pryor Cherokee
**HEAVY HAUL &
DEMOLITION**

Date: 2-26-24

FINAL INVOICE
 ESTIMATE ONLY

Requestor Information:

City of Pryor Creek

RECEIVED
FEB 26 2024
CITY CLERK'S OFFICE
PRYOR CREEK, OK
8:30AM

Job Location/Address:

REF #

Le N Bailey St
Pryor Ok

Rep:

PRICING DESCRIPTION & NOTES:

Demo & Remove Structures, remove undergrowth
& level lots to mowable grade.

Quote pricing is valid for 7 days unless otherwise noted.
Payment is due at time of service.
Please note all invoices are subject to a 15% weekly
finance charge beginning 7 days from invoice.

CASH TOTAL PRICE: 5250⁰⁰

ANY METHOD OF PAYMENT OTHER THAN CASH MAY RESULT IN PRICE CHANGES.

ALL PRICES ARE SUBJECT TO CHANGE.

Demolition City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: Tibbets Trucking LLC
Mailing Address: 1700 E 480
City/State/Zip: Pryor OK 74361
Contact Person: Brue Tibbets
Title: owner
Phone/Cell: 918 373 5229
E-Mail: Tibbetstrucking@gmail

Property:

Amount:

6 N Bailey

\$ 7,000.00

Please attach copy of liability insurance form.

I, as authorized signatory for the above firm, do hereby authorize the City of Pryor Creek, Oklahoma, to consider this quotation for the purchase of demolition services as specified. I also agree to hold the City of Pryor Creek, and employees and agents thereof, harmless from liability for personal injuries and/or property damages resulting from any actions performed under arrangements of this quotation submittal.


Name

2-5-24
Date

**City of Pryor Creek, Oklahoma
Housing Demolition**

Site Characteristics

ADDRESS: 6 N Bailey
LEGAL: Whitaker Addition Blk 26B Lots 1, 2, 3, & S 12 ½' of Vacated St ADJ to Lots 1, 2, 3
OWNER: City of Pryor Creek

Pictures are attached.



Demolition City of Pryor Creek, Oklahoma

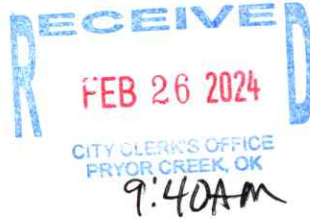
QUOTATION SUBMITTAL

Firm or Corporation Name: Ball construction LLC
Mailing Address: 3112 E 508
City/State/Zip: Salina OK 74365
Contact Person: Ryan Ball
Title: owner
Phone/Cell: 918-691-5090
E-Mail: rball1977@yahoo.com

Property:

Amount:

6 N Bailey



\$ 15,844

Fifteen Thousand, Eight
Forty Four

Please attach copy of liability insurance form.

I, as authorized signatory for the above firm, do hereby authorize the City of Pryor Creek, Oklahoma, to consider this quotation for the purchase of demolition services as specified. I also agree to hold the City of Pryor Creek, and employees and agents thereof, harmless from liability for personal injuries and/or property damages resulting from any actions performed under arrangements of this quotation submittal.

Ry Ball

2-26-24

Name

Date

**City of Pryor Creek, Oklahoma
Housing Demolition**

Site Characteristics

ADDRESS: 6 N Bailey
LEGAL: Whitaker Addition Blk 26B Lots 1, 2, 3, & S 12 1/2' of Vacated St ADJ to Lots 1, 2, 3
OWNER: City of Pryor Creek

Pictures are attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---|--|
| PRODUCER Tedford Insurance - Claremore Office 1330 W. Will Rogers Claremore OK 74017 | | CONTACT NAME: Vicky Jarvis, CIC, CISR PHONE (A/C, No, Ext): (918) 341-2362 E-MAIL ADDRESS: vickyj@tedfordinsurance.com FAX (A/C, No): (918) 341-0578 | |
| INSURED Ball Construction, LLC 3112 East 508 Salina OK 74365 | | INSURER(S) AFFORDING COVERAGE INSURER A: Mid-Continent Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 23-24 GL Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 04GL001105177 | 09/26/2023 | 09/26/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ | | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|--|
| CERTIFICATE HOLDER City of Pryor Creek | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|