MINUTES CITY COUNCIL MEETING FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING CITY OF PRYOR CREEK, OKLAHOMA TUESDAY, MARCH 5TH, 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 6:01 p.m. The Prayer and Pledge of Allegiance were led by Terry Lamar. 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, Justin Couch, Kevin Tramel, Becki Sams-Benham, BK Young, Mike Moore, Frank Powell, Buddy Glenn, Dennis Bowman and Cari Rerat.

Others present: Gilbert Graybill, Autumn Graybill, Angela Smith, Kemmie Shropshire, Ginger Upshaw, Martin Miller, Nena Roberts, Marshel Morrison, Adam Anderson, Drew Stott, Tyler Brown, Kenneth Brashears and Terry Aylward.

2. PETITIONS FROM THE AUDIENCE:

(Limited to 5 minutes, must request in advance.) There were no petitions from the audience.

3. DEPARTMENT HEAD REPORTS. a. Building Inspector

No report.

b. Emergency Management

No report.

c. Fire

Young reported that his department is doing well handling an increase in calls although they are needing more volunteer firefighters. He stated that they are reviewing their administrative procedures to better service the full district.

d. Golf

Bowman reported that his department is preparing for the mowing season. He also stated that they have many upcoming tournaments.

e. Library

Rerat provided statistics showing that Library demand has slightly increased since last month. She reported that Thunderbird students have resumed making regular visits as a group. She also stated that they are preparing for an escape room and a fundraiser in April as well as the Summer reading program later this year. She stated that the Library is currently short one staff member and she believes two more will be leaving soon.

f. Parks / Cemetery

Powell reported that they are working to prepare the skate park. He stated that they are also preparing to open splash pad and bathrooms. Powell also stated that the park is doing well for staff but the Cemetery will be short one employee in June and they will be needing temporary employees to get through the summer.

g. Police / Animal Shelter

Cantrell reported that there were 1,673 calls, 700 traffic stops and 202 citations written in February. He stated that Citizen's Police Academy has begun its second class. Cantrell also reported that they collected \$43,000.00 through the firearms auction.

Cantrell stated that they are down two officers and expect to lose several more to transfers or retirement. He explained that new officers can take up to a year to be hired on and fully trained for the position.

Sams-Benham reported that the shelter took in 52 animals last month and had 52 outgoing animals. She also reported that they are working to start some repairs on the fence and the kitchen area.

h. Recreation Center

Moore reported that they have replaced two HVAC units and the pool pump motor. He stated that they have hosted 144 public pool parties and 52 private pool parties. He also stated that they are now offering a line dancing class and will be hosting a volleyball skills camp in April. Moore reported that they will need to replace some temporary employees soon.

i. Street

Glenn reported that they have been working on many asphalt repairs around the city, including areas of South Adair, NW 5th, Graham and NE 3rd. He stated that they have dipped around 1,600 feet of ditches and replaced a drain pipe at SE 8th and Adair. He also reported that they continue to work on repairs to the street sweeper.

Glenn stated that his department currently has ten employees but he will be needing help with the expected increase in workload following the annexation and the additional highway maintenance the state has left to the City.

j. City Clerk

Davis reported that financials for January were closed today. She stated that her office staff are working hard to cover shortages but she is in need of two employees, including one to fill the vacant deputy court clerk position. She also stated that she is working to improve processes for community development and financial reports.

Davis also reported that new technologies are being integrated with the city. She stated she is working with the Police Department to implement digitickets and has distributed new tablets to Council members.

4. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

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

- a. Approve minutes of the February 20th, 2024 Council meeting.
- b. Approve payroll purchase orders through March 15th, 2024.
- c. Approve claims for purchase orders through March 5th, 2024.

c. Approve claims to	r purchase orders unough March 5, 2024.	
FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL	2320232155 - 911377B	\$55,141.69
STREET & DRAINAGE	2320232154 - 2320232100	\$10,820.57
GOLF COURSE	2320232046 - 2320232139	\$17,966.35
CAPITAL OUTLAY	2320232081	\$285.64
REAL PROPERTY ACQUISITION RES.	2320232085	\$1,225.00
RECREATION CENTER	2320232057 - 2320232102	\$25,034.72
E-911	2320232069	\$422.42
DONATIONS AND EARMARKED	2320231548 - 2320231671	\$1,669.76
EDTA	2320232140 - 2320232150	\$5,420.00
	TOTAL	\$117,986.15
	BLANKETS	
911444B	HARRELL'S	\$10,000.00
911445B	PRYOR ASPHALT LLC	\$10,000.00
911446B	C & R OIL CO	\$10,000.00
	TOTAL	\$30,000.00

- 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).
- 1. 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).

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

4f. 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.

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

4h. Approve signing contract to change the Golf Course Green Fee Structure to Dynamic Pricing through Sagacity Golf.

Motion was made by Shropshire, second by Chitwood to approve signing a contract to change the Golf Course Green Fee Structure to Dynamic Pricing through Sagacity Golf. Voting yes: Bradshaw, Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

4i. 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.

Motion was made by Chitwood, second by Shropshire to 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. A new motion was made by Shropshire with no second to table the item. Motion was amended by Shropshire, second by Chitwood to approve the item to be paid from Golf Repair & Maintenance Account #41-415-5092. Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

4j. 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).

Motion was made by Shropshire, second by Chitwood to 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). Motion amended by Shropshire, second by Chitwood to approve the item to be paid from Golf Repair & Maintenance Account #41-415-5092. Voting yes: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Mileur. Voting no: none.

4k. 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).

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

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.

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

b. Discussion regarding an update on the application for the \$500,000.00 USDA Rural Business Development Grant to revitalize the Graham Community Kitchen.

No action taken. Doyle reported that the application for the \$500,000.00 USDA Rural Business Development Grant to revitalize the Graham Community Kitchen has been submitted.

6. CITY ATTORNEY'S REPORT:

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.

Motion was made by Gonthier, second by Chitwood to enter into Executive Session at 7:29 p.m. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Mileur, Chitwood, Tramel and Gonthier. Voting no: none.

b. Consider resuming regular session. No action taken during Executive Session. Motion was made by Mileur, second by Chitwood to exit Executive Session at 8:12 p.m. Voting yes: Lamar, Shropshire, Bradshaw, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

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.

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

Mayor moved to the addendum.

ADDENDUM CITY COUNCIL MEETING MARCH 5TH, 2024 AT 6:00 P.M.

A1. 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 settlement offer on police grievance and arbitration status.

Motion was made by Shropshire, second by Chitwood to enter Executive Session at 8:14 p.m. Voting yes: Bradshaw, Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

A2. Consider resuming regular session. No action taken during Executive Session. Motion was made by Shropshire, second by Gonthier to exit Executive Session at 8:50 p.m. Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

A3. Possible action based on 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 settlement offer on police grievance and arbitration status.

Motion was made by Gonthier, second by Chitwood to approve taking action based on 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 settlement offer on police grievance and arbitration status. Voting yes: none. Voting no: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Mileur.

Mayor moved back to the regular agenda.

7. COMMITTEE REPORTS:

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

a. Budget and Personnel

Shropshire reported that the next meeting will be Tuesday, March 12th.

b. Ordinance and Insurance

Gonthier reported that there is no regular meeting scheduled.

c. Street

Mileur reported that the next meeting will be Tuesday, March 26th.

8. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

9. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 8:52 p.m.

2. APPROVE MINUTES OF FEBRUARY 20TH, 2024 MEETING.

Motion was made by Chitwood, second by Gonthier to approve the minutes of the February 20th, 2024 meeting. Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Mileur, Chitwood and Tramel. Voting no: none.

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

4. ADJOURN.

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

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

MINUTES WRITTEN BY CITY CLERK COURTNEY DAVIS

MINUTES SPECIAL CITY COUNCIL MEETING FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING CITY OF PRYOR CREEK, OKLAHOMA THURSDAY, FEBRUARY 29TH, 2024 AT 6:00 P.M.

The City Council of the City of Pryor Creek, Oklahoma met in special session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. 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 6:01 p.m. The Prayer and Pledge of Allegiance were led by Travis Mileur. Roll Call was conducted by City Clerk Courtney Davis. Council members present included Terry Lamar, Choya Shropshire, Travis Mileur, Randy Chitwood, Charles Tramel, Chris Gonthier and Bruce Smith. Members absent: Lori Bradshaw.

Department Heads and other City Officials present: Chase McBride, Jeremy Cantrell and Buddy Glenn.

Others present: none.

2. DISCUSSION REGARDING DISTRIBUTION OF NEW LAPTOPS TO COUNCIL MEMBERS.

(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.) No action taken. Davis distributed the new laptops to Council members and provided a brief training on logging in and accessing City resources.

3. DISCUSSION REGARDING CITY FINANCES WITH JEFF KOLKER.

No action taken. Kolker discussed the current financial status of the City.

4. ADJOURN.

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

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

MINUTES WRITTEN BY CITY CLERK COURTNEY DAVIS



900 N. Stiles Avenue Oklahoma City, OK 73104, USA 405-815-6552 | Toll Free 800-879-6552

January 26, 2024

Mike Moore City of Pryor Creek 12 N Rowe St. PO Box 1167 Pryor, OK 74361-3825

Dear Mr. Mike Moore:

Congratulations! The City of Pryor Creek's application for the 2023 Oklahoma Energy Efficiency Lighting Retrofit Program (EELRP) has been approved and the full requested amount of \$74,250 is being awarded. Funds will be made available effective the date of a signed and executed 2023 contract in OKGrants, which is already being processed. All proposed work must be complete by June 30, 2024.

The funds for EELRP are being made available through the annual allocation of State Energy Program (SEP) received by the Oklahoma Department of Commerce, State Energy Office (ODOC, SEO). These funds are awarded by the U.S. Department of Energy, Office of Energy Efficiency and Renewable Energy for the purpose of advancing the clean energy economy in Oklahoma.

ODOC administers various programs with the allocated SEP funds. One of these programs is the EELRP. The goals of the EELRP program include, but are not limited to, increased energy efficiency, decreased maintenance expenses, better optical control with more uniform lighting, enhanced color rendering, improved economic development and job creation, and the creation of community vitality with retrofit project savings.

If you have questions about your award, please contact Priscila Guillen at 405-343-6433 or by email at priscila.guillen@okcommerce.gov.

Sincerely,

Marshall I. [

Marshall Vogts, Division Director Community Development

CHEROKEE NATION FACILITY AGREEMENT

This Agreement is made and entered into this ______ day of ______, 20____, by and between the Cherokee Nation Election Commission, P.O. Box 1188, Tahlequah, Oklahoma 74465 (hereinafter referred to as the "Election Commission"), and _______, Address: ______, Tax Identification Number: (hereinafter referred to as "FACILITY").

WHEREAS, the Election Commission wishes to enter into an Agreement with the FACILITY to have access and use of the building commonly known as ______ (hereinafter referred to as the "Premises"), to serve as a polling location to conduct elections for the Cherokee Nation, and

WHEREAS, the FACILITY hereby affirms it is an independent organization in accordance with the laws of the State of Oklahoma and the Internal Revenue Service, and

NOW THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions herein contained, the parties hereto mutually promise to the other, agree, and understand as follows, to wit:

TERM: The term of this Agreement shall be for June 15, 2024, Special Election, unless canceled or extended in writing by the parties hereto.

PERFORMANCE REQUIREMENTS OF THE ELECTION COMMISSION:

- 1. The Election Commission shall conduct a Special Election, on June 15, 2024, for the Cherokee Nation at the Premises.
- 2. The Election Commission shall be responsible for sweeping and/or cleaning the Premises after each use to ensure the Premises is left in a clean orderly condition.

PERFORMACE REQUIREMENTS OF THE FACILITY:

The FACILITY shall provide access to the Premises between the hours of ______a.m. and _____p.m. in order for the Election Commission to conduct the Special Election. Keys issued for access to the Premises will not be duplicated and shall be issued only to authorized personnel of the Election Commission.

ASSURANCES:

- 1. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the United States and where applicable, the laws of the Cherokee Nation. If it should appear that any of the Agreement terms are in conflict with any rule of law or statutory provision of the United States, or where applicable, with any rule of law or statutory provision of the Cherokee Nation, such conflicting term(s) shall be deemed inoperative and null and void insofar as it may be in conflict with such rule of law or statutory provision, and shall be deemed modified to conform to such rule of law or statutory provision. However, such conflict shall not operate to nullify or void the entire agreement.
- 2. This Agreement contains the complete expression of the parties' agreement with respect to the subject matter hereof, and shall bind the parties, their successors and assigns. There are no previous or contemporary understandings, representations, or warranties not set forth herein. No subsequent amendment or modification of this Agreement shall be of any force or effect unless in writing and signed by the parties to be bound thereby. No provision of this Agreement shall be considered waived by the Election Commission unless such waiver is in writing and signed by the Election Commission. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the provisions of the Agreement unless expressly stipulated in such waiver. The parties' further state to the best of their knowledge, no employee of the Election Commission who exercises any functions or responsibilities in connection with the performance hereunder has any personal interest, direct or indirect, in this Agreement. This Agreement shall supersede any and all written or oral statements, agreements, and/or representations of the parties made prior to or contemporaneously with the execution hereof. The parties agree their respective performances hereunder shall be governed by an obligation of good faith.
- 3. The Agreement may be terminated or canceled by either party upon thirty (30) days written notice of intention to the authorized representatives of each party signed below.

- 4. The parties hereby agree the services specified in this Agreement may not be delegated or assigned without the prior written approval of the Election Commission.
- 5. This Agreement shall not be construed to constitute a joint venture, partnership, nor other form of agreement creating a joint liability between the parties. Each party shall be responsible and liable for the acts and omissions of its respective agents and employees.
- 6. The FACILITY shall not be liable for any injury or loss arising out of the sets or omissions of the Election Commission, or its employees, agents, or representatives, unless such injury or loss should result, directly or indirectly, from the negligent or deliberate acts or omissions of the FACILITY, its employees, agents, or representatives.
- 7. The Cherokee Nation is a sovereign nation and enjoys the full privileges of a sovereign's immunity from suit, as recognized by Congress and the United States Supreme Court Execution of this Agreement shall not be construed to be a waiver of sovereign immunity, and neither shall any clause herein be construed to effectuate the consent to suit, as the Cherokee Nation expressly declines to waive sovereign immunity.

CONSIDERATION AND COMPENSATION:

The Parties hereby agree there will be a charge of \$______ for the use of the Premises for <u>each</u> Election. This Agreement shall not exceed \$______ without prior written consent of the Election Commission.

CHEROKEE NATION:

Authorized Signature, Election Commissioner

Type or Print Name

FACILITY:

Authorized Signature

Type or Print Name

Phone Number

Date

*IMPORTANT NOTE: The Cherokee Nation Election Commission needs the name and telephone number of the person who has the key to the building where the Election will be held. Name:______ and Phone Number:

Date



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H & H Shooting Sports Oklahoma Sporting Supplies, Inc.

400 S Vermont Ste 110 Oklahoma City, OK 73108 405-947-3888 Fax: 405-947-4117 www.HHShootingSports.com QUOTE NO. PCPD GLOCK DATE February 29, 2024 CUSTOMER ID 2263355

Quote

EXPIRATION DATE 30 DAYS FROM QUOTE

PRYOR CREEK POLICE DEPARTMENT 504 E GRAHAM AVE PRYOR , OK 74361 ATTN: CAPTAIN KEVIN TRAMEL

Sales Person	Reference Number	PAYMENT TERMS	DUE DATE
Randall Hancock	SW0220	Due upon receipt	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	GLOCK 45 DIRECT MOUNT MOS PACKAGE, AMERIGLO NON TRITITUM FRONT/REAR SUPPRESSOR HEIGHT SIGHTS, HOLOSUN 509T, PART #		
50.00	PA455S302MOS6H2	812.32	40,616.00
8.00	GLOCK 26, GEN 5, MOS, FIXED SIGHTS, PART# UA265S202MOS	429.00	3,432.00
45.00	SAFARILAND 6360RDS, LEVEL III, GLOCK 45MOS, X300, RIGHT HAND, STX PLAIN, SKU 1204134, PART# 6360RDS-2832-411, MSRP \$214.50	148.99	6,704.55
10.00	SAFARILAND 6378RDS, ALS CONCEALMENT HOLSTER, GLOCK 45 MOS, X300, STX-PLAIN, SKU 1206612, PART 6378RDS-2832-411, MSRP \$147.75	84.95	849.50
8.00	C&H PRECISION WEAPON PLATE, GLOCK MOS V4 MIL/LEO 508T, SKU GL-RSH, MSRP \$76.95	63.48	507.84
8.00	HOLOSUN 508T, RED MULTI-RETICLE, TITANIUM, OPEN, SOLAR, SHAKE AWAKE, PISTOL, SKU HE508T-RD X2 LEM, MSRP \$435.28	310.60	2,484.80
8.00	AMERIGLO BLACK FRONT SIGHT, GLOCK, SKU GST-315, MSRP \$29.00	17.25	138.00
8.00	AMERIGLO BLACK REAR SIGHTS, GLOCK, SKU GL-404, MSRP \$29.00	17.25	138.00
58.00	GLOCK PERFORMACE TRIGGER, NIJ APPROVED, PART# 74332	75.00	4,350.00
	TRADE IN, SUBJECT TO INSPECTION		
31.00	GLOCK 17 GEN 4	(290.00)	(8,990.00)
3.00	GLOCK 26 GEN 4	(285.00)	(855.00)
13.00	GLOCK 17 GEN 5	(300.00)	(3,900.00)
1.00	GLOCK 26 GEN 5	(300.00)	(300.00)
		SUBTOTAL	\$ 45,175.69
		SALES TAX	Exempt
		TOTAL	\$ 45,175.69

Make all checks payable to H & H Shooting Sports THANK YOU FOR YOUR BUSINESS!

Intoximeters Inc.

2081 Craig Road - Saint Louis, MO 63146 Phone: [+1] (314) 429 4000 - Fax: [+1] (314) 429 4170 - Email: tim@intox.com

QUOTATION					Date	03/06/2024
					Quote #	001-00-33523917
					Quote Expiration	05/05/2024
					Customer #	C000006831
Pryor C	reek Police Departmen	t	Ship To:	Pryor	Creek Police Departm	ent
•				-		
Pryor, C	DK 74361-5222			Pryor,	OK 74361-5222	
USA				USA		
	• •				e: (918) 825-1212	
гах.	(910) 023-2223			гах.		
erms	Rep	RFQ #	Ship V	ia	Shipping Term	Delivery Term
ays	Tim Brewer		FED EX	(ORIGIN	Ground
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						Extended Price
	ENSOR FST OKLAHON	MA INSTRUMENT	DOM-OK-F	SI	\$390.000	\$11,700.00
	: 25 mouthpieces, 2 pa	ssive cups, drink				
-		-				
•	•					
ASVXL						
		ETERS				
			27-3010-30			
		GUIDE FST	26-0140-20			
Web Bas	ed AS FST Operator T	raining	WEB-FST			
(Interact	ivo Oporator Training T	•				
	ive Operator Training T NTY: 1-YEAR PARTS /	hrough Internet)	WARR-1			
		hrough Internet)	WARR-1		Sub total	\$11,700.00
	ATTN: I 214 Sou Pryor, C USA Phone: Fax: Auss ALCO-SE SET Including sniffer, w guide, we AS FST (MOUTHF ASVXL MOUTHF ASVXL CASE W CASE SW CASE FS W/MAGN MANUAL LAMINAT	ATTN: Kevin Tramel 214 South Mill Street Pryor, OK 74361-5222 USA Phone: (918) 825-1212 Fax: (918) 825-2223 Ferms Rep Tim Brewer Description ALCO-SENSOR FST OKLAHON SET Including: 25 mouthpieces, 2 par sniffer, wrist strap, carrying case guide, web-based training, warra D AS FST (F381-02) 3S BRAC LO MOUTHPIECE ALCO-SENSOR D MOUTHPIECE ALCO-SENSOR Mouthpiece Cup Pass Soft Blue MOUTHPIECE DRINK SNIFFEF ASVXL D CASE WRIST STRAP INTOXIM D CASE MOLDED FST/AS3 D CASE FST SURE-GRIP YELLO W/MAGNETS D MANUAL QUICK REFERENCE LAMINATED	214 South Mill Street Pryor, OK 74361-5222 USA Phone: (918) 825-1212 Fax: (918) 825-2223 Ferms Rep RFQ # Tim Brewer Phone: Description O ALCO-SENSOR FST OKLAHOMA INSTRUMENT SET Including: 25 mouthpieces, 2 passive cups, drink sniffer, wrist strap, carrying case, quick reference guide, web-based training, warranty O AS FST (F381-02) 3S BRAC LOW LOSS O MOUTHPIECE ALCO-SENSOR FST MOUTHPIECE DRINK SNIFFER ASFST OR ASVXL O CASE WRIST STRAP INTOXIMETERS O CASE MOLDED FST/AS3 O CASE FST SURE-GRIP YELLOW COMP W/MAGNETS MANUAL QUICK REFERENCE GUIDE FST LAMINATED	ATTN: Kevin Tramel 214 South Mill Street Pryor, OK 74361-5222 USA Phone: (918) 825-1212 Fax: (918) 825-2223 Ferms Rep RFQ # Ship V rays Tim Brewer Phone: (918) 825-2223 Description Part No Pays Tim Brewer Part No DOM-OK-F SET Including: 25 mouthpieces, 2 passive cups, drink sniffer, wrist strap, carrying case, quick reference guide, web-based training, warranty DOM-OK-F O ALCO-SENSOR FST OKLAHOMA INSTRUMENT SET Including: 25 mouthpieces, 2 passive cups, drink sniffer, wrist strap, carrying case, quick reference guide, web-based training, warranty DOM-OK-F O AS FST (F381-02) 3S BRAC LOW LOSS 40-2010-06 O MOUTHPIECE ALCO-SENSOR FST 23-0120-00 MOUTHPIECE DRINK SNIFFER ASFST OR 23-0175-00 O MOUTHPIECE DRINK SNIFFER ASFST OR 23-0190-00 ASVXL O CASE WRIST STRAP INTOXIMETERS 27-0825-00 O CASE MOLDED FST/AS3 29-0630-00 O CASE FST SURE-GRIP YELLOW COMP 27-9818-50 W/MAGNETS MANUAL QUICK REFERENCE GUIDE FST 26-0140-20 DAMINATED <td>ATTN: Kevin Tramel ATTN 214 South Mill Street Pryor, OK 74361-5222 USA USA Phone: (918) 825-1212 Phome Fax: (918) 825-2223 Phome Ferms Rep RFQ # ALCO-SENSOR FST OKLAHOMA INSTRUMENT DOM-OK-FST SET Including: 25 mouthpieces, 2 passive cups, drink sniffer, wrist strap, carrying case, quick reference guide, web-based training, warranty 0 AS FST (F381-02) 3S BRAC LOW LOSS 40-2010-06 0 MOUTHPIECE ALCO-SENSOR FST 23-0120-00 0 MOUTHPIECE DRINK SNIFFER ASFST OR 23-0175-00 0 MOUTHPIECE DRINK SNIFFER ASFST OR 23-0190-00 ASVXL 0 CASE WRIST STRAP INTOXIMETERS 27-0825-00 0 CASE WRIST STRAP INTOXIMETERS 27-0825-00 0 0 CASE MOLDED FST/AS3 29-0630-00 27-9818-50 0 MANUAL QUICK REFERENCE GUIDE FST 26-0140-20 LAMINATED</td> <td>Customer # Customer # ATTN: Kevin Tramel 214 South Mill Street Pryor, OK 74361-5222 USA Phone: (918) 825-1212 Fax: (918) 825-1212 Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2"Colspan="2">Colspan="2"Colspan="2"Colspan="2"Colspan="2"</td>	ATTN: Kevin Tramel ATTN 214 South Mill Street Pryor, OK 74361-5222 USA USA Phone: (918) 825-1212 Phome Fax: (918) 825-2223 Phome Ferms Rep RFQ # ALCO-SENSOR FST OKLAHOMA INSTRUMENT DOM-OK-FST SET Including: 25 mouthpieces, 2 passive cups, drink sniffer, wrist strap, carrying case, quick reference guide, web-based training, warranty 0 AS FST (F381-02) 3S BRAC LOW LOSS 40-2010-06 0 MOUTHPIECE ALCO-SENSOR FST 23-0120-00 0 MOUTHPIECE DRINK SNIFFER ASFST OR 23-0175-00 0 MOUTHPIECE DRINK SNIFFER ASFST OR 23-0190-00 ASVXL 0 CASE WRIST STRAP INTOXIMETERS 27-0825-00 0 CASE WRIST STRAP INTOXIMETERS 27-0825-00 0 0 CASE MOLDED FST/AS3 29-0630-00 27-9818-50 0 MANUAL QUICK REFERENCE GUIDE FST 26-0140-20 LAMINATED	Customer # Customer # ATTN: Kevin Tramel 214 South Mill Street Pryor, OK 74361-5222 USA Phone: (918) 825-1212 Fax: (918) 825-1212 Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2"Colspan="2">Colspan="2"Colspan="2"Colspan="2"Colspan="2"

NOTES:

Delivery Date may be extended due to current supply chain restraints. All efforts will be made to deliver as soon as possible.

\$175.00

\$11,875.00

Est. Freight

Total

Standard Terms & Conditions of Intoximeters, Inc. apply to all orders. https://intox.com/terms-of-sale All prices are quoted in US Dollars. Taxes, if applicable will be added to the invoice

Tim Brewer

(Electronic Signature) Signed :

Regional Sales Manager

Freight charges are estimated, actual freight charges will be added to the invoice Federal ID# 43-0906533 Country of Origin: USA

GW CONSTRUCTION & FENCING CO.

Attention: Pryor Animal Shelter

QUOTE

City State: Pryor, Ok Date: 2-27-2024 Tyler Smith Project Title: 6' dog kennel chain-link and concrete footing and 6" stem wall (918)530-0578 *Prices are subject to change due to increasing material cost* *Terms: 35% of total cost due before start of job, remainder upon completion of job. Tyler.gwfence@gmail.com **PO Box 1629** Description Quantity **Unit Price** Cost Pryor, Ok 74362 1 \$ 650' 6' 9 gauge commercial chain-link \$ 1 23,000 - 3" sch 40 corner and gate post -2" sch 20 line post -15/8" sch 20 top rail -1 5/8" sch 20 bottom rail with chainlink attached to bottom rail instead of tension wire Post will have welded 6"x6" 1/4" plates anchored with 1/2"x3 3/4" anchors. anchored to concrete 23x 6'Hx5'W welded gates frames hung using commercial bulldog hinges and heavy duty latch \$ 0 \$ 0 820' 12"x12" concrete footing along 1 \$ 1 \$ 18,500 entire dog kennel ground level 450' 12" wide x 6" high stem wall on top of 12"x12" footing \$ 41,500 Subtotal

*GW Fencing offers a limited 1 year warranty.

*Fence materials will change in appearance, dimension, and shape due to the process of aging and exposure to the elements. Wood fence materials are subject to warping and cracking.

1

*Any objects that interfere with digging could result in extra cost. GW will make contact before moving along.

*lf any added

* GW will call Okie 811 to have underground lines marked. GW is not responsible for private lines that aren't marked.

*Any payments not made in full at completion of project will receive 15% late fee after 30 days.

M&M Properties, LLC

6 South Adair Street Pryor, OK 74361 (918) 630-1231 montylittlefield@gmail.com



ESTIMATE # 1558 DATE 03/05/2024

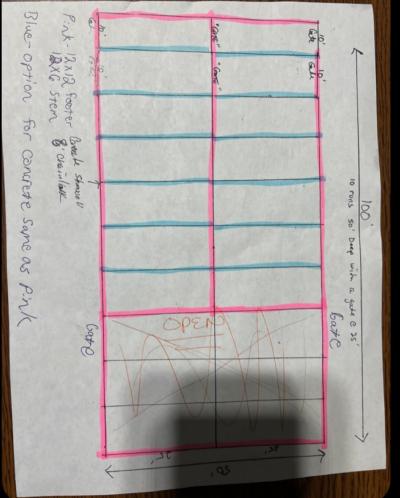
Estimate

ADDRESS

City of Pryor Creek ATTN: Jeremy Cantrell 24 South Rowe Street Pryor, Oklahoma 74361 City pound

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT	
Note	Project Title: City pound project		1	0.00	0.00
Scope of Work	cope of Materials and Labor for commercial project of (6' tall -650'			44,850.00	44,850.00
Note	Gate posts are 3" sch 40, line post are 2" bottom rails are 1 5/8 sch 20,	sch 20, top and	1	0.00	0.00
accordance ased on inforr nexpected cir roject. If sign vill discuss it w ncurring additi ue upon prese	s a rough bid and all prices are subject to change to product and labor pricing. The above fee is mation provided and the assumption that cumstances will not be encountered during the ificant additional labor or material is necessary, we with you and arrive at a new fee estimate before onal costs. Unless otherwise stated, payment is entation of the invoice. At a minimum, billing will be the completion of each scope of work. Balances 30	TOTAL		\$44	,850.00

Accepted Date





HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING OKLAHOMA SOLD TO: ACCOUNT # 22260 SHIP TO: Pryor Fire Department **Pryor Fire Department** 504 East Graham Ave 504 East Graham Ave Pryor, OK. 74361 Pryor, OK. 74361 ATTN: J. Baumert J. Baumert ATTN: PHONE: 918-825-3131 PHONE: 918-825-3131 EMAIL: baumertj@pryorcreek.org EMAIL: <u>baumertj@pryorcreek.org</u> CREDIT CARD: **CUST PO NUMBER** SALES REP **SALES REP REF #** NAME/EXP DATE 173 1872 NUMBER/CODE/ZIP TERMS FREIGHT DATE FORM TYPE **TRANSACTION ID#** 30 ADD 1/30/2024 QUOTE ITEM LOC DESCRIPTION QTY SHIPPED PRICE AMOUNT 1 MSA Evolution 6000 PlusTIC w/ Vehicle Kit.TIKO Promo. 9,218.00 1 \$ \$ 9,218.00 #MSA-10218423 \$ \$ --\$ \$ --\$ \$ --\$ \$ -\$ \$ --\$ \$ -\$ \$ -\$ \$ --\$ \$ _ -\$ \$ --\$ \$ -. \$ \$ --\$ \$ --\$ -\$ -\$ \$ -\$ \$ --\$ \$ --\$ \$ --\$ \$ --\$ \$ --\$ \$ --\$ \$ H -\$ \$ --\$ \$ --\$ \$ --\$ \$ --\$ \$ --\$ \$ _ -\$ \$ --\$ \$ --ADDITIONAL COMMENTS BELOW Subtotal Ś 9,218.00 \$ Tax ADD \$ Freight -\$ TOTAL 9,218.00

"PROVIDING PROTECTION FOR THOSE WHO PROTECT US"

CONRAD FIRE EQUIPMENT, INC. 19922 W 162nd Street Olathe, KS 66062 www.CONRADFIRE.com

(913) 780-5521 (913) 780-5251 Fax



CUSTOMER NO. 6876

BILL TO:

SHIP TO:

PRYOR	FIRE	DEPT
833 S	ELLI	OTT ST
PRYOR,	OK	74361

PRYOR	FIRE	DEPT
833 S	ELLIC	DTT ST
PRYOR,	OK 7	74361

DATE	918-825-7175	SHIP VIA	F.O.B.			TERMS	
1/30/24	GROUND			I	NET 30 DAYS		
PURCH	ASE ORDER NUMBER	ORDER DATE		SALESPERSON		OUR	QUOTE NUMBER
TIC FC	R 41194	01/30/24		103 164		1495	586
QUANI	ΊΤΥ	ITEM NUMBER		DESCRIPTION	4	UNIT PRICE	AMOUNT
1	appearing on Buyer's orde expiration d time upon CF to CFE recei aforemention Please note: on all credi may not be b service char payments wil	xpires thirty this quotation r within that ate, this quot E providing su ving and accept ed thirty (30) A 3% credit t card payment roken into sma ge. Cash, che l not be subje	card service fee is in excess of \$3 aller dollar amoun eck, ACH, and wire ect to a service c	TER K CHARGEN ACTABLE ON CAMEN he date ives and the refen by CFE at to Buyen r within will be a ,000. On ts to avo transfen harge.	R, TWO RA accepts renced t any r prior the assessed rders bid this	9,836.61	9,836.61
Product		Freight	Taxable Amount	Tax	Misc. Amt.	QUOTA	TION TOTAL
73	IED GOODS WILL N	IOT BE ACCEPTE	9,836.61 RECIATE YOU ED WITHOUT PRIOR R L RETURNS ARE SUB.	ETURN AU	THORIZATION	I NUMBER FRC	9,836.61





YOUR CART (1 ITEM)

	MSA EVOLUTION 6000 P Kit Item #: 10218423 MSA	Plus Thermal Imagin	g \$10,475.00	Quantity: 1	Total \$10,475.00
	On Backorder				
	Style: Fahrenheit				
	Limited Territory - Due to m this item is only available for put	_			
Subtotal:	Shipping:	Tax:	Promotion Code:	Grand tota	1999 Martin Anton M. 1990 A. 1997 1. 1.

Subtotal: \$10,475.00

Shipping: Add Info **Tax:** \$1,047.50 Promotion Code Add Coupon Grand total: \$11,522.50



Estimate

Woodard Structural Consulting LLC 918-978-7036 brad@woodardstructural.com

Client: Contact: Subject: Pryor Creek Golf Club Dennis Bowman Golf Cart Bridge Design

LINE ITEM	UNIT COST	SUBTOTAL
Bridge Deck Engineering	\$2,250.00	\$2,250.00
Bridge Deck Drafting & Design	\$1,100.00	\$1,100.00
Professional Engineer Stamp (per drawing)	\$500	\$1,500
Bridge Abutment Engineering (Optional)	\$1,000.00	\$1,000.00
Bridge Abutment Drafting & Design (Optional)	\$800.00	\$800.00
Railing Engineering (Optional)	\$500.00	\$500.00
Railing Drafting & Design (Optional)	\$500.00	\$500.00
Construction Site Visit (per trip, Optional)	\$300.00	\$1,200.00
	TOTAL	\$8,850 All Options \$4,850 Minimum

The above estimate is for the structural design of (4) 8'x45' bridges rated for light vehicular and /or pedestrian traffic. Optional Items above are a design and detail for concrete abutments, a design and detail of the guard rails, and (4) engineer site visits to assisst or inspect during the construction process. The PE stamping price is contingent on the actual number of drawings produced, it is currently assumed at 3 but that number could increase or decrease depending on the options selected and how the detailed design progresses. The costs above are an estimate and are subject to change if adverse site conditions or a particularly complicated design is chosen by the customer.



SERTOMA CLUB OF PRYOR CREEK

SERVICE TO MANKIND - CHARTERED NOVEMBER 7, 1970

Post Office Box 512 - Pryor, OKlahoma 74362

March 12, 2024

The Honorable Zac Doyle Mayor of the City of Pryor Creek And the City Council 12 N Rowe St Pryor OK 74361

Dear Mayor Doyle and the City Council;

I am contacting you and the City of Pryor's City Council asking for financial assistance for the Sertoma Senior Citizens Center located in the City's building at 225 S Rowe for the upcoming 12 months.

The Sertoma Senior Citizens Center has been active since the 1970's. Our Mission Statement says, "We are a service to mankind center serving our senior citizens needs to the best of our ability." We serve our seniors with meals and free van transportation. Other social activities at the center include a pool table or snooker table, board games, bingo, and bunko games regularly. We have nurses that come by monthly to take blood pressure and blood sugar readings. You can see our regular postings of activities and lunch menus on the Facebook page of the Sertoma Club of Pryor Creek.

We provide free van transportation around the city limits of Pryor every weekday and provide lunch meals on Tuesdays and Fridays. We ask for meal donations in the amount of \$5 and \$3 for those older than 50 years. We deliver these meals to our homebound seniors as well.

In 2023 we served 4730 meals and provided 3105 free van rides. We have 3 part-time employees, Gloria Kelsey is our cook, Leroy Linam is our van driver, and Toni Pullie, office manager. Cost savings measures have been initiated. Our employees agreed to work less than a 40 hour week. We have reduced phone line costs and internet costs.

We do receive other assistance from the United Way of Rogers and Mayes Counties of \$10,000 per year and Northeast OK Rural Electric Round-up program of \$4000/year. The income from meals is projected at \$11,300 per year. Since the remodel of the Sertoma building rent income continues to improve and we project that at \$9,500/year. Our projected needs are \$70,800 per year or \$5,900/month which include wages, food costs, fuel for van, insurance, phone/internet, and other various costs.

The Mayor asked me to include a Projected Budget for the next 12 months for the Senior Center to determine what the need is. Please find the budget attached on page 2.

According to the projected budget our need or request for the next 12 months from the City is \$36,000.

Thank you for any consideration.

Sincerely,

Jody Webb Chairman of the Board Sertoma Senior Citizens Center, Inc

		SENIORCENTER
	1:	2 MONTH
	PROJECT	ED BUDGET 2024
EX	PENSES	······
\$	34,400	Net Wages
\$	9,800	IRS & State Taxes
\$	2,900	Van Fuel & Repairs
\$		Groceries & Supplies
\$	second and the second sec	Insurance
\$	1,400	Phone & Internet
\$	325	Account Fees
\$	325	Other Expense
\$	70,800	
11	NCOME	
\$	11,300	Meals
\$	9,500	Rental of the building
\$		REC Round up Program
\$		United Way
\$	34,800	
\$	(36,000)	BUDGET SHORTFALL

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 31, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MAYES COUNTY, OKLAHOMA INTO THE CORPORATE LIMITS OF THE CITY OF PRYOR CREEK, OKLAHOMA; PROVIDING THAT THE NEWLY ANNEXED TERRITOR4Y BE ZONED "RM" (RESIDIENTAL MULTI-FAMILY); AND PROVIDING FOR REPEALER AND SEVERABILITY.

COMING BEFORE the City Council for the City of Pryor Creek, Oklahoma, is the Petition for Annexation filed by PCO Holdings, LLC (herein PCO) in reference to the following:

SECTION 1: JURISDICTIONAL FACTS

A Petition for Annexation was filed with the City of Pryor Creek, Oklahoma on the 31st day of January 2024 by PCO. In said Petition for Annexation, PCO, requested that the City of Pryor Creek add the following described property into the corporate limits of the City:

A tract of land situated in the Southwest Quarter (SW/4) Section 31, Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, Oklahoma, being more particularly described as follows to-wit:

Commencing at the Southwest Corner of said SW/4, THENCE North 88°28'26" East for a distance of 1162.71 feet along the South line of said SW/4; THENCE North 88°25'43" East for a distance of 999.72 feet along said South Line; THENCE North 1°34'176" West for a distance of 240.50 feet to the POINT OF BEGINNING; THENCE South 88°25'43" West for a distance of 877.10 feet; THENCE North 1°34'17" West for a distance of 158.49 feet; THENCE north 59°12'09" East for a distance of 823.28 feet; THENCE South 30°50'53" East for a distance of 157.63 feet; THENCE North 88°26'15" East for a distance of 81.53 feet; THENCE South 1°34'17" East for a distance of 422.96 feet to the POINT OF BEGINNING. (Containing 7.5911 acres more or less)

Notice of the presentation of said Petition for Annexation was published at least once each week for two (2) successive weeks in a newspaper of general circulation in the City of Pryor Creek. The Petitioner, PCO, by way of its Petition for Annexation has properly requested and consented to the annexation of the above described territory to the City. The territory petitioned to be annexed is adjacent and contiguous to the City of Pryor Creek. The territory to be annexed is wholly owned by PCO and PCO is therefore the owner of all the value of the property comprising the territory proposed to be annexed.

The City of Pryor Creek finds that said property is adjacent and contiguous to the corporate limits of the City of Pryor Creek, is not part of any other incorporated municipality, and is owned by PCO. The City of Pryor Creek further finds that the notices published fully comply with Oklahoma law as to the form, giving notice that said Petition had been presented, setting forth the nature and purpose of said Petition, describing the property sought to be annexed, and reciting that the Petition was signed by the owner of the property sought to be annexed. The City of Pryor Creek further finds that the requirements for annexation set forth in the Oklahoma Municipal Code have been fully satisfied.

SECTION 2: ANNEXATION

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF PRYOR CREEK, OKLAHOMA, that pursuant to the laws of the State of Oklahoma, and based on the facts and circumstances herein set forth, the following described property is hereby annexed by the City of Pryor Creek, Oklahoma into the corporate limits of the City and is added to the territory of the City of Pryor Creek, Oklahoma: A tract of land situated in the Southwest Quarter (SW/4) Section 31, Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, Oklahoma, being more particularly described as follows to-wit:

Commencing at the Southwest Corner of said SW/4, THENCE North 88°28'26" East for a distance of 1162.71 feet along the South line of said SW/4; THENCE North 88°25'43" East for a distance of 999.72 feet along said South Line; THENCE North 1°34'176" West for a distance of 240.50 feet to the POINT OF BEGINNING; THENCE South 88°25'43" West for a distance of 877.10 feet; THENCE North 1°34'17" West for a distance of 158.49 feet; THENCE north 59°12'09" East for a distance of 823.28 feet; THENCE South 30°50'53" East for a distance of 157.63 feet; THENCE North 88°26'15" East for a distance of 81.53 feet; THENCE South 1°34'17" East for a distance of 422.96 feet to the POINT OF BEGINNING. (Containing 7.5911 acres more or less)

And that the official zoning map of the City of Pryor Creek, Oklahoma, shall be amended to reflect the change in the boundaries resulting from this annexation. The Mayor is hereby authorized and directed to file and record a duly certified copy of this Ordinance, together with an accurate map or plat of the annexed property, in the office of the Mayes County Clerk and with the Ad Valorem Division of the Oklahoma Tax Commission, and to take appropriate measures to implement this Ordinance.

SECTION 3: ZONING

BE IT FURTHER ORDAINED BY THE CITY COUNCIL FOR THE CITY OF PRYOR CREEK, OKLAHOMA that pursuant to Section 10-1-10E of the Code of Ordinances of the City of Pryor Creek, Oklahoma providing for the assignment of the zoning classification to territory annexed to the City, that the following described tract of land newly annexed into the City of Pryor Creek, Oklahoma is hereby classified as "RM" (Residential Multi-Family), to-wit: A tract of land situated in the Southwest Quarter (SW/4) Section 31, Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, Oklahoma, being more particularly described as follows towit:

Commencing at the Southwest Corner of said SW/4, THENCE North 88⁰28'26" East for a distance of 1162.71 feet along the South line of said SW/4; THENCE North 88⁰25'43" East for a distance of 999.72 feet along said South Line; THENCE North 1⁰34'176" West for a distance of 240.50 feet to the POINT OF BEGINNING; THENCE South 88⁰25'43" West for a distance of 877.10 feet; THENCE North 1⁰34'17" West for a distance of 158.49 feet; THENCE north 59⁰12'09" East for a distance of 823.28 feet; THENCE South 30⁰50'53" East for a distance of 157.63 feet; THENCE North 88⁰26'15" East for a distance of 81.53 feet; THENCE South 1⁰34'17" East for a distance of 422.96 feet to the POINT OF BEGINNING. (Containing 7.5911 acres more or less)

And that the Official Zoning Map of the City of Pryor Creek, Oklahoma, shall be amended to reflect the establishment of zoning of the annexed territory as reflected in Section 3 of this ordinance.

SECTION 4: REPEALER

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

SECTION 5: SEVERABILITY

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

Passed and approved by the City Council of the City of Pryor Creek, Oklahoma in regular session on this _____ day of ______, 2024.

CITY OF PRYOR CREEK, OKLAHOMA

Attest:

Zac Doyle, Mayor

Courtney Davis, City Clerk

Approved as to form and legality:

Chase McBride, City Attorney