



*Adam C. Anderson, Chairman*  
*Scott Miller, Vice Chairman*  
*Fred Sordahl, Trustee*  
*Arianna Derr, Trustee*  
*Larry Williams, Trustee*  
*Don Berger, Trustee*  
*Darrell Moore, Trustee*

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## EDTA MOU Funding Request

August 15, 2023

On November 22, 2022, the EDTA entered into a Memorandum of Understanding with Pryor Main Street. The MOU detailed the duties that Main Street would perform on behalf of the EDTA until June 30, 2023. On July 10, 2023, the EDTA approved a renewal of the MOU for one additional year, July 1, 2023 to June 30, 2024.

This presentation is to request that the Pryor Creek City Council approve the release of funds from Fund 68 to fund the MOU for an additional year. This use of funds is consistent with the ballot and ordinance language that created Fund 68 and subsequent city attorney opinion on that matter. It is important to note that this is not funding from the General Fund, this is funding from a dedicated sales tax that funds programs to support economic development in the Main Street corridor.

City Council approved the original funding from Fund 68 in the December 6, 2022 City Council meeting and the initial funding under the MOU was provided to Main Street in February 2023. Since that date a total of \$55,000 has been used to fund the MOU.

The MOU details the duties that Main Street would perform on behalf of the EDTA, those include:

- Grant Writing
- Data Gathering and Reporting
- Community Development Reporting
- Main Street Corridor Project Coordination and Oversight
- EDTA Loan and Grant Program Coordination

The initial phase of the MOU between EDTA and Main Street has produced good results with the base being built for the future success of both organizations. When the MOU was entered into in November 2022, the plan was to use the initial term as a period of development of programs, surveys, and reports. Those goals have been accomplished and out of the \$55,000 in funding provided to Main Street during this initial term, the total expenditures by Main Street into programs and administration of those programs stands at approximately \$48,000 as of June 30, 2023. The remaining \$7,000 will be used in upcoming programs and events and is still dedicated to the MOU and its requirements.

This funding request for the renewal will amount to \$60,000 over the term of the MOU (\$5,000/month for 12 months). The first two months of payments, July 2023 and August 2023, have already been disbursed from EDTA funds, so \$10,000 will go to replenish the EDTA funds, and the remainder will be paid out monthly. Should Main Street fail to perform under the MOU, funding can be stopped with proper notice provided to Main Street.

As of June 30, 2023 Fund 68 has a balance of \$348,633.66 and grows by \$10,000-\$11,000 per month. Upon recommendation from the EDTA, City Council approved using \$150,000 from Fund 68 for the upcoming alleyway project, leaving an unencumbered balance of \$198,633.66. If approved, disbursing \$60,000 will leave an account balance of \$138,633.66. Those funds would be available for use on other main street corridor projects, including the streetscape should that be necessary.

Going forward, I anticipate providing a semi-annual update to the Council on the interactions between the EDTA and Main Street under the MOU. This would be consistent with the timing of the original request and this update and request.

I encourage the renewal of the funding for the MOU, which is a total of \$60,000 for the current fiscal year. The funds will continue to be used as outlined in the MOU, with the addition of programs under the MOU as needed. For your information, a complete summary of the MOU to date is included on the following pages.

Sincerely,

Adam C. Anderson, Chairman  
Economic Development Trust Authority

*12 North Rowe Street  
Post Office Box 1167  
Pryor Oklahoma 74362*

How has Main Street performed under each major category of the MOU:

**Grant Writing:**

At the time the MOU was entered into Main Street was well into the process of writing a Streetscape grant for funding from ODOT and TSET. This process has continued and in May 2023 ODOT announced that the TAP grant written by Main Street on behalf of the City of Pryor had been awarded. This grant was in the amount of \$652,864. The TAP Grant will be combined with a grant from TSET that was awarded earlier for \$103,000 and local matching funds for the TSET grant for another \$103,000. These grants and matching funds will work together to bring Phase I of the Streetscape to life. Since this grant process was begun before the MOU, it would not qualify for the provision of the MOU that provides funding the Main Street for the grant writing and for awarded grants, it would qualify for using the monthly funding to manage the grant and the project.

While the TAP grant was awarded in May 2023, TSET has required monthly meetings, reports, and updates.

To date \$9,000 of the funding has been used to support the management of the Streetscape Grants and project. The project takes approximately 15 hours per week of management to ensure all aspects are handled according to the specifications of ODOT and TSET.

*12 North Rowe Street  
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Pryor Oklahoma 74362*

## **Data Gathering and Reporting:**

Monthly Main Street reports to the EDTA regarding their ongoing activities and the status of various projects. The most recent report, prior to any report provided in July, was submitted on May 8, 2023, at the EDTA meeting. The report included:

- OK Main Street Awards summary
- Events – carnival, business impact survey, food truck permits and payment of sales tax
- TSET Grant Update
- Façade Grants
- TAP Grant Update

The full report is attached for your review and information.

The following surveys were developed over the last 6 months and will be implemented during the summer of 2023 and will provide useful information in where to direct funding and efforts going forward.

- Business Impact Survey – This survey will be provided to downtown businesses after any major event. The survey is designed to gain insights into the impact of events like Third Thursday, Carnival, Christmas Parade, Rocklahoma and Born and Raised, among other events.
- Business Closing Survey – This survey will be provided to any business downtown that closes, when possible, the survey will be requested when they announce their closure. Due to the sensitivity of the matter, businesses may be hesitant to provide the information but obtaining the data will be helpful in supporting existing businesses downtown and future businesses.
- Building Inventory – This lists all businesses located downtown, by street. Graham, North and South Adair St, and North and South Vann St, including contact names, hours, phone numbers, and a description of the business.
- Pedestrian Count – This was a vital part of the information that TSET needed as a part of the grant received. This will be an ongoing count for both the TSET grant and EDTA reporting.

To date \$2,300 of the funding has been used to support the creation and management of the surveys.

Date	Time	Location	Count
5-17-23	3:45-6:45	Main	61
5-17-23	3:45-6:45	Adair	46
5-18-23	3:45-6:45	Main	76
5-18-23	3:45-6:45	Adair	70
5-24-23	9-Noon	Main	42
5-24-23	9-Noon	Adair	48
5-23-23	Noon-3	Main	89
5-23-23	Noon-3	Adair	89
5-25-23	Noon-3	Main	75
5-25-23	Noon-3	Adair	76
5-25-23	9-Noon	Main	47
5-25-23	9-Noon	Adair	65

## **Main Street Corridor Project Coordination and Oversight**

The Main Street Corridor has many projects that are being completed, have been completed, and need to be completed. It takes time and talent to manage those projects on behalf of the City of Pryor Creek. In order to successfully manage those projects, Main Street staff must stay educated and continuously develop their skills.

This includes the following:

- Training and Staff Development, through Main Street and Main Street National Conference
- Marketing Management, including general marketing of Pryor Downtown, and Main Street Events
- Crosswalk Project, supplies, and coordination
- Beautification

To date \$16,451 (\$2,389 in training and \$9,363 in marketing and management, \$1,366 crosswalk, and \$3,333 in beautification costs) of the funding has been used to support the coordination and oversight of Main Street Corridor projects.

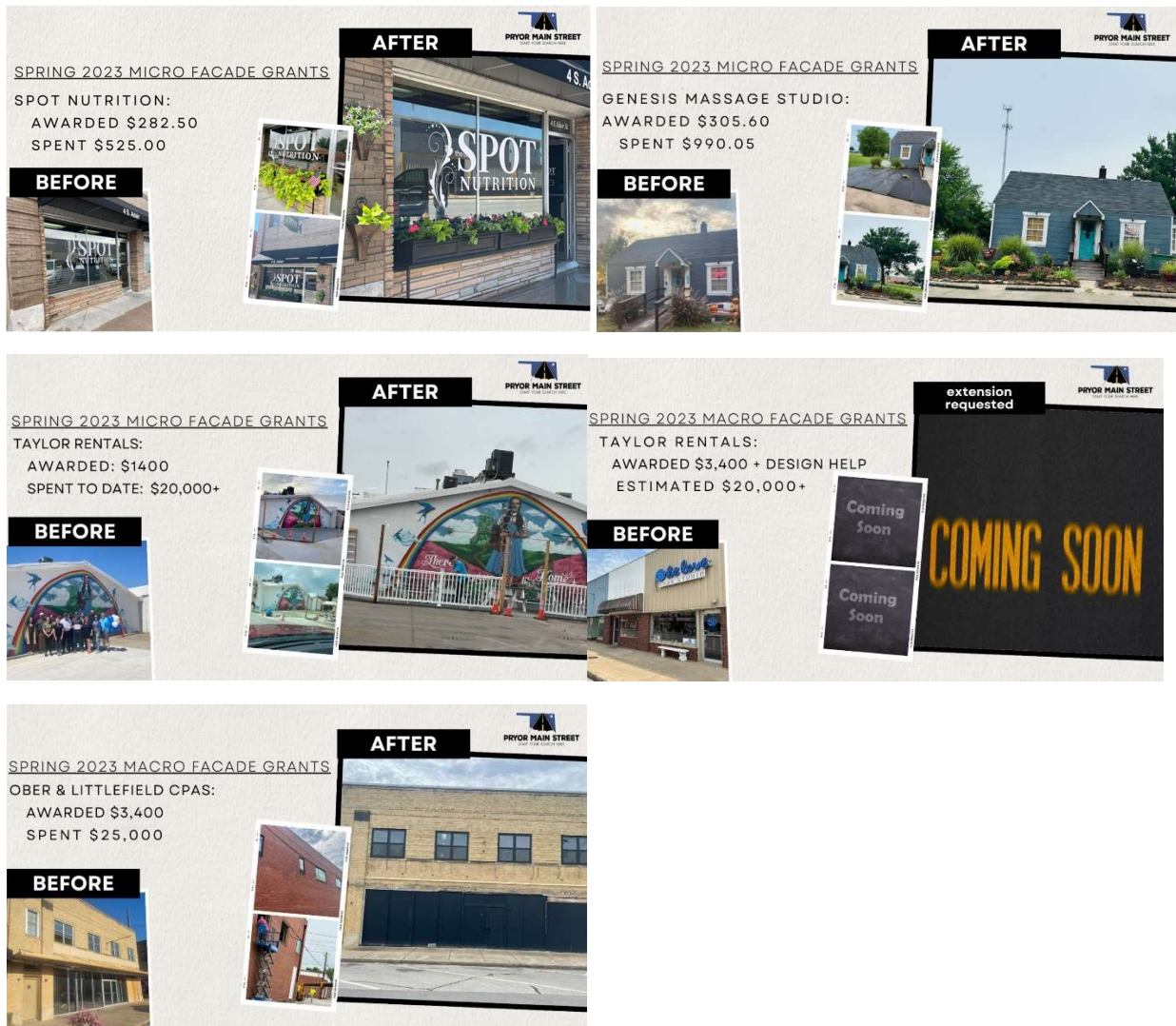


## EDTA Loan and Grant Program Coordination

Main Street has an established process for grant programs for various projects in the downtown corridor. Part of the MOU is to tap that knowledge and framework and expand the abilities of the grant program, by supplementing those grants with additional grants or a loan program. During the initial phase of the MOU, a loan program has not been started, but Main Street has researched methods to implement a loan program. The 2023/2024 MOU term will likely see a loan program developed and implemented. Main Street Now 2023 documents are attached for an overview of some financing plans for downtown development.

The facade grant was released in May 2023 and awarded. The façade grants total \$9,970.01. Since they are matching funds for the business owner the total downtown investment was \$19,940.02. Couple this with funds business owners are investing in their properties, investment that was spurred by the grants, the total investment increases to well over \$30,000.

To date \$10,893 of the funding has been used to support grant programs.



## **Community Development**

A major component of the MOU is to promote community development. Main Street hosts many events throughout the year, with a major event being the carnival held on Graham Ave and Adair Street. The carnival brought many people into the downtown corridor, promoted shopping downtown, but just as importantly it kept people in Pryor. Those individuals remained in Pryor for an event downtown, shopped downtown and in other areas, purchased food at local restaurants in and out of the downtown corridor, and bought fuel all resulting in sales tax revenue for Pryor.

To date \$9,303 of the funding has been spent on the downtown carnival and management of the carnival.



## **EDTA 5.8.23**

Jennie's on Maternity leave! Baby Sutton came 1 week earlier than scheduled!!

### **OK MAIN STREET AWARDS**

Jennie also just won the DIRECTOR OF THE YEAR for OK Main Street!! Larry Lees won for Outstanding Public Official!! Plus in the non-competitive section, each program is able to nominate a board member who will be recognized and we nominated Candi Mendivil who was the former owner of Daydreamer downtown!! She and her store are sorely missed!!

### **EVENTS:**

- Carnival - vendors (more than 60 vendors)
- Business Impact Survey - the why we do these events
- Food trucks get permits and pay taxes

Farm 2 Table & Golf Tournament (with Sports Celebrities) & Senior Banners, Downtown Clean up; Petunia Planting

PLUS, during all of that we have been Updating our website and Added a page for our Streetscape plan for further education and will update with progress as well!

### **TSET GRANT:**

- Extended deadline granted; originally wrote it to go to July 2024
- Adam & I have been meeting to go over the nuts and bolts of the grant and I'm working on a spreadsheet that will show where every piece of the funding is currently and will add where it will be allocated as the project continues!
- Traffic Counts & Pedestrian Counts - pedestrian counting before/after; certain hours/day how many people and best hours to be open!! For the Welcome Packet for new businesses downtown!
  
- Continuing working on this month and will be able to report on next month:
- Building/Business inventory
- Parking Study
- Exit Survey
- Entire Downtown Directory
- alley ways - we prefer to have a good sized nest egg in case of inflation keeping us from completing the project! Plus the unexpected. you can almost expect to happen in any project!

### **Facade Grants**

Requirement to be 50/50 but some of them are spending more than what we gave them so that is more than \$20,000 in reinvestment in our downtown corridor!!

### **TAP GRANT:**

We did receive the TAP grant! Awaiting more detailed information from our project manager!





# Business Impact Form: Post-Event Survey

Thank you for being apart of why last Thursday's event was so successful!

Going forward, we would LOVE for you to fill out this confidential feedback for us to better report the impact of these events and hear your thoughts!!

The survey is instrumental in ensuring future funding for events, so please fill these out and return to us before May 15th if at all possible!

adama@bankboc.com [Switch account](#)



\* Indicates required question

Email \*

Your email

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Option 1

Business Name: \*

Your answer

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**How satisfied are you with the event? \***

Not very satisfied

1

2

3

4

5

Extremely satisfied

**Would you want to do this event in the future? \***

Yes

No

Maybe

Other: \_\_\_\_\_

**Do you believe this event will bring new/more customers in the future? \***

Yes

No



Maybe

**Do you believe this adds value as a Main Street Partner? \***

- Yes
- No
- Not a partner

**How likely are you to recommend Pryor Main Street to others? \***

Not very likely

- 1
- 2
- 3
- 4
- 5

Extremely likely

Next

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Google Forms



# Business Closing Exit Survey

In an effort to better understand and react to local businesses closing their doors, would you be willing to fill out this form? Thank you!

adama@bankboc.com [Switch account](#)



\* Indicates required question

Email \*

Your email

Why was the businesses founded? \*

Your answer

What were the business goals? \*

Your answer

Did you have a bank-backed business plan? \*



Your answer

---

Who was your target customer? \*

Your answer

---

Who were you competitors? \*

Your answer

---

Why did customers choose you over competitors? \*

Your answer

---

Where did your profit come from? \*

Option 1

What made you a unique? \*

Your answer

---

What resources did you use? \*



Your answer

---

What resources did you wish you had access to? \*

Your answer

---

Did you feel that Pryor Main Street was beneficial? Please explain. \*

Your answer

---

What contributed to you ultimately deciding to close your business? \*

Your answer

---

Would you reconsider re-opening your business in the future? \*

Your answer

---

How long were you in business? \*

Your answer

---

Submit

Clear form



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# Google Forms



Pryor Main Street, Inc.  
Facade Grant Program  
2019 Program

**Purpose of Facade Grants:**

Pryor Main Street presently offers a 50/50 matching grant fund to property and/or business owners to be used toward building facades within the Pryor Main Street defined district as being from Hwy. 69 (Mill) east to Elliott Street and from 1st Street North to 1st Street South. These facade improvements can include, but are not necessarily limited to, paint, awnings, signage, windows, doors, brickwork, metal work, etc. Funds must be spent on facades facing a visible public street and not an alleyway or the like.

The purpose of the Pryor Main Street Facade Grant is to encourage property owners and tenants to make important period appropriate improvements to the building faces within the core downtown business area. Pryor Main Street believes that improvements to building facades will enhance the overall appearance of our downtown and create a positive image for our community.

Facade Grant monies are available on an ongoing basis as long as funds are available. Monies generated from sponsored events help fund this program.

**Criteria for Application for Local Facade Grant**

1. Facade grants are available for buildings within the Pryor Main Street district to property and business owners who are members in good standing with Pryor Main Street. Dues shall be paid in full for the year the application is being considered and property owner will also sign statement committing to continued membership in the Main Street program for an additional three-year period after application date.

2. Each matching grant will pay up to one half of the total renovation cost up to a maximum of:

\$1,000	For storefronts
\$2,000	For corner lot storefronts
\$ 500	Signage

Proposals will be considered on a case by case basis and will be determined by submittal of application to the Design Committee. Based on Design Committee



recommendations, the Pryor Main Street Board of Directors will vote to approve the grant .

3. Grants are for facade improvements only. These improvements include, but not limited to, storefronts, signage, awnings, windows, cornices, doors, masonry, repair, paint and paint removal. Interiors of buildings are NOT considered a portion of the facade.

4. Prior to grant being awarded the applicant must agree to meet with the Design Committee and Main Street Director and present a proposal of how funds will be used. Property owners/tenants/ and Pryor Main Street are to be in agreement of work to be completed before moving forward with the application process. Once approved the property owner/tenant is responsible for contracting the actual work to be performed. The project must be completed within 90 days. If work is not completed within 90 days the grant funds will be withdrawn. Note: Under extenuating circumstances the property owner may make an appeal to the Design Committee and at their discretion will determine if an extension will be allowed.

5. After the Main Street Design Committee has inspected all work performed and is completed to their satisfaction grant funding will be issued to the applicant when said applicant has furnished copies of all paid invoices for said project. This is a dollar matching funds. No in-kind labor will be allowed for this grant.

Pryor Main Street is a non-profit downtown revitalization organization. Please contact Main Street for more information at 918.825.1095.

## **Pryor Main Street Facade Grant Application**

Date of Application: \_\_\_\_\_

Application must have met the following criteria for consideration at time of application:

\_\_\_\_\_ Paid membership to Pryor Main Street (Year from 7/1 to 6/30 of each year) and commit to an additional three-year continuing membership in Pryor Main Street.

\_\_\_\_\_ Applicant's portion of funding has been secured and is available for project (shovel ready).

\_\_\_\_\_ Property Owner(s) and/or tenant(s) shall be in agreement with proposed work.

\_\_\_\_\_ Applicant shall meet with Pryor Main Street Design Committee and Director and shall follow committee's design recommendations.

\_\_\_\_\_ Applicant shall not begin work until final approval from Pryor Main Street Board

\_\_\_\_\_ Applicant commits to complete work within 90 days of final approval of Pryor Main Street board.

\_\_\_\_\_ Application form shall be filled out in full with thorough information as requested.

### **Documentation:**

Building Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email/Contact Info: \_\_\_\_\_

Tenant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email/Contact Info: \_\_\_\_\_

Facade Project Address: \_\_\_\_\_

**Project Description:**

Give a detailed description of proposed work utilizing funds from Pryor Main Street. Attach list of costs estimates from contractor and/or supply houses. Include sketches or photos of all proposed changes to architectural facade (e.g. windows, doors, awnings, signs, etc.). Include color proposals and samples where appropriate for all items. (Note: Use additional pages if necessary).

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Note: For work delayed due to unforeseen/unavoidable circumstances: If the project cannot be completed in the required time frame, a formal letter requesting up to an additional 90 day extension shall be submitted for approval to the Pryor Main Street Design Committee. This written request shall be made at least 30 days prior to the date of the original deadline. The letter shall include original deadline date, extended deadline date and reason for extension request. If the deadline extension is granted and the project is not completed by the extended date, funding will be reallocated back to the Pryor Main Street Facade Grant budget. The former grantee will be required to begin the grant application process anew.

Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
\*\*\*\*\*

Design Committee Approval Date: \_\_\_\_\_

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

Pryor Main Street Board Approval Date: \_\_\_\_\_

Pryor Main Street Board Chair: \_\_\_\_\_ Date: \_\_\_\_\_

Required Completion Date of Project: \_\_\_\_\_

\*\*\*\*\*Office Use\*\*\*\*\*

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

Amount: \_\_\_\_\_ Check # \_\_\_\_\_

Treasurer's Signature: \_\_\_\_\_

## **Main Street NOW 2023**

### Opening Plenary:

GAMSA Winners Videos

### Flip the Script:

My speaking engagement

### Partnering for Progress:

-City sold properties, used the finances to bring in new business. They are sending me the verbiage

### Downtown Redevelopment Finance:

-Focus on building a stronger district, one project at a time.

-Economic benefits of downtown:

- Neighborhood rehabilitation
- District revitalization
- Catalytic tax base growth
- Reuse of infrastructure
- Heritage tourism
- HTC (historic tax credits)

-Why does investment not occur without Public assistance?

- Lenders seek unacceptable level of risk
- Investors see inadequate ROI

-Historic properties are not cookie-cutter projects

-Real Estate Analysis Process

1. Three benefits of owning, and investing in real estate
  - a. Cash flow
  - b. Tax benefits
  - c. Appreciation
2. The Development Process: key actors and stages
3. Risk, in all its forms, and how impacts debt and equity attraction

Helpful hints: Regularly update/manage building and business inventory, Ensure flexibility with grant money and budget appropriations to develop incentives, build relationships with business and property owners first and foremost

## PROJECT COST SUMMARY WORKSHEET

PROJECT CATEGORIES	PROJECT COSTS	TAX CREDITS			DEPR.	AMORT. COST
		REHAB. TAX CREDIT	LOW-INCOME HOUSING TAX CREDIT (LIHTC)			
			ACQUIS. CREDIT (4%)	CONSTRUCT. CREDIT (4% OR 9%)		
<b>PURCHASE LAND AND BUILDINGS</b>						
Acquisition – Land Portion						
Acquisition – Building Portion						
<b>SITE WORK</b>						
On-Site Work						
Off-Site Work (i.e., streets, curbs, etc.)						
<b>REHABILITATION / CONSTRUCTION</b>						
New Construction Costs						
Rehabilitation Costs						
Construction Contingency (____%)						
Fees and Permits						
<b>OTHER DEPRECIABLE</b>						
Furniture, Fixtures & Equipment						
<b>PROFESSIONAL FEES</b>						
Architect Fee – Design / Supervision						
Impact Fees						
Engineering						
Accounting / Real Estate Attorney						
Appraisal, Market Study, Env. Report, Consulting, Cost Certification, etc.						
Other Contingency (____%)						
<b>DEVELOPER'S FEES</b>						
Developer's Fees						
General Partner Fees						
<b>INTERIM COSTS</b>						
Construction Interest						
Construction Loan Fee						
Insurance, Title, etc.						
Taxes, Performance Premium, etc.						
<b>PERMANENT FINANCING FEES AND EXPENSES</b>						
Permanent Loan Fees						
Tax Credit Fees						
<b>START-UP EXPENSES</b>						
Organizational Expense						
Marketing						
<b>SYNDICATION COSTS</b>						
Syndication Legal Fee						
Tax Opinions, Other fees						
<b>PROJECT RESERVES</b>						
Operating / Vacancy / Lease Up Reserves						
Maintenance / Replacement Reserves						
<b>TOTAL</b>						

**DEVELOPER SPREAD SHEET  
PRE-TAX CASH FLOW ANALYSIS**

	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Stabilized NOI
<b>REVENUES</b>											
Gross Residential Rent											
+ Gross Commercial Rent											
+ Commercial Tenant Contributions											
+ Other Income											
= <b>Gross Income</b>											
- Vacancy Residential											
- Vacancy Commercial											
= <b>EFFECTIVE GROSS RENT (EGR)</b>											
- <b>OPERATING EXPENSES</b> Insurance, Maintenance, Property Taxes, Misc. Operating Expenses and Management Fees											
- <b>RESERVE DEPOSITS</b>											
= <b>NET OPERATING INCOME (NOI)</b>											
<b>DEBT SERVICE</b> (Annual Interest and Principal Payments) Loan #1											
Loan #2 (if applicable)											
- <b>TOTAL DEBT SERVICE (DIS)</b>											
= <b>CASH FLOW (CF)</b> (Available For Distribution)											
<b>CASH-ON-CASH ROI</b>											
Cash Flow Available for Distribution Original Equity Investment	(CF) (EQ)	%	%	%	%	%	%	%	%	%	%



Who Cares about Bylaws?



Heritage  
Consulting Inc.

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www.HeritageConsultingInc.com  
o. 215.546.1988 c. 267.251.5444  
422 South Camac St., Philadelphia, PA 19147

### Bylaw Provisions to Consider

We work with half a dozen Main Street towns each year to help them update their bylaws so they mirror the activities of the organization. We find that some are missing basic sections which can make it easier to operate like Action Without a Meeting. or Telecommunication Meetings. Some lack the basic Internal Revenue Service language that the IRS requires. We created this list of some of our favorite sections to add to bylaws. Review these sections with your attorney before adding them as amendments to your bylaws.

We have organized these bylaw articles into three sections

- 1) Must Have (IRS articles for 501c3 organizations)
- 2) Sections that Make it Easier to Operate
- 3) Other recommended sections

#### 1) **Must Have IRS articles for 501c3 organizations)**

From

Use the following required provisions language by the IRS on your State nonprofit articles of incorporation when incorporating your nonprofit organization or Amending your Certificate of Incorporation.

Not including the Purpose clause and Dissolution clause on your Nonprofit Articles of Incorporation will be the single most common reason that your form 1023 application will be rejected by the IRS.

#### **Purpose Clause Provision for Nonprofit 501c3 Organizations**

[YOUR NONPROFIT ORGANIZATION NAME] is organized exclusively for charitable, religious, and educational purposes including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

No part of the net earnings of [YOUR NONPROFIT ORGANIZATION NAME] shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable

compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by any organization exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

[YOUR NONPROFIT ORGANIZATION NAME] is not organized and shall not be operated for the private gain of any person. The property of the corporation is irrevocably dedicated to its educational and charitable purposes. No part of the assets, receipts, or net earnings of the corporation shall inure to the benefit of or be distributed to any individual. The corporation may, however, pay reasonable compensation for services rendered, and make other payments and distributions consistent with these Articles.

#### **Dissolution Clause Provision for Nonprofit 501c3 Organizations**

Upon termination or dissolution of the [YOUR NONPROFIT ORGANIZATION NAME], any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of the [YOUR NONPROFIT ORGANIZATION NAME] hereunder shall be selected by the discretion of a majority of the managing body of the [YOUR NONPROFIT ORGANIZATION NAME] and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against the [YOUR NONPROFIT ORGANIZATION NAME] by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within the State of [YOUR STATE].

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to this corporation, then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of [YOUR STATE] to be added to the general fund.

## **2) Sections that Make it Easier to Operate**



Telecommunication Meetings. Any meeting of the Board of Directors, whether regular or special, may be conducted by the directors by the agreement and consent of a majority of the directors via any acceptable electronic media, including teleconference, internet, web cam and similar methods of communication that enable the parties to hear each other, that are available to facilitate the conduct of the meetings for the convenience of the directors, and such participation shall constitute presence in person at the meeting.

Action without a Meeting. Any action required or permitted to be taken by a meeting of the directors of the Corporation may be taken without a meeting by written action signed by a number of the directors equal to the number of directors that would be required to take the same action at a meeting of the Board of Directors at which all directors were present. The written action is effective when signed by the required number of directors, unless a different effective time is provided in the written action and must be filed with the minutes of proceedings of the board. When written action is taken by less than all of the directors, the Corporation will immediately notify all directors of the action's text and effective date. Failure to provide the notice does not invalidate the written action.

Notice of Meetings. Written notice of all meetings shall be provided under this section or as otherwise required by law. The Notice shall state the agenda, place, date, and hour of meeting. Notice shall be given to each Director in person, or by telephone, text or in writing at least 24 hours (in the case of notice by telephone, text or in person) or 48 hours (in the case of notice by email) or five (5) days (in the case of notice by mail) before the time at which the meeting is to be held. Such notice shall be deemed effective when deposited in ordinary U.S. mail, properly addressed, with postage prepaid. Every such notice shall state the time, date, place, and agenda of the meeting.

Program Area. The program area focus shall be downtown. The map of the Main Street district is attached as Appendix A. The NAME OF MAIN STREET PROGRAM AREA. Additional program areas may be expanded from time to time upon vote of the Board of Directors and with the written approval of YOUR STATE COORDINATING PROGRAM NAME

Orientation Program. All new members of the Board of Directors shall participate in an orientation program within the first month of their term of office, familiarizing them with the goals and objectives of the Corporation and with their responsibilities. Board members who have not participated in an orientation program may not vote on any matter before the Board until they complete orientation.

Absence from Meetings. Any Director who is absent without legitimate reason communicated in person, by telephone, or by email to the President in advance of the meeting, from three (3) consecutive meetings, or five (5) meetings in a calendar year, shall be automatically removed from the Board.

## **Membership**

Members. The voting members of the Corporation shall be its directors, and the Corporation shall be governed exclusively by its Board of Directors. The Corporation shall not have members and shall not issue membership certificates.

## **Number of Board of Directors, Terms, Resignation and Removal**

Number and Term. The Board of Directors shall be composed of not less than seven (7) nor more than eleven (11) members who shall be elected annually by the existing Board of Directors. A Board of Directors member may vote for himself/herself. The exact number of Board members shall be set by the Board of Directors from time to time.

The Board of Directors members, and officers shall be elected at an annual meeting held in \_\_\_(month)\_\_\_ each year and shall hold office for a term of three (3) years, beginning at the Annual Meeting. One third of the Director positions shall be elected each year at the Annual Meeting. Each Director shall hold office for the term for which he or she is elected and until his or her successor shall have been elected and qualified. A Director in office may be reelected for one (1) consecutive three-year term, for a total of six years of service. Directors must sit off the Board for one year, and then shall be eligible to be nominated to the Board again.

## **Procedures**

Procedures and Minutes The vote of a majority of the Directors present at a properly called meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. A Director of the organization who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The Board and the Executive Committee, if formed, shall keep written minutes of their proceedings in their permanent records.

## **Officers, removal, or resignation**

Committees, Executive committee,

Executive and Other Committees. The Board of Directors may, by resolution adopted by a majority of the Directors in office, establish an Executive Committee and one or

more other committees, each committee to consist of one or more Directors of the Corporation. Committees shall consist of not less than two (2) volunteer members and shall have as Chairperson, a member of the Board of Directors of the Corporation appointed by the President. The Chairperson of the committee shall be responsible for directing and coordinating the affairs of the committee. In the event the Chairperson is not a Director, a Director shall serve on the committee. Each committee of the Board shall serve at the pleasure of the Board.

The Executive Committee shall have all the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors and is subject to the direction and control of the full board. The Executive Committee shall not have any power or authority as to the following:

- a) Appointment of members of the Board of Directors,
- b) The adoption, amendment, or repeal of the bylaws,
- c) Hiring or termination of any employee, or
- d) The dissolution of the Corporation.

The Executive Committee shall be comprised of the officers of the Corporation. The Executive Director, if appointed, shall serve as Ex Officio, non-voting member of the Executive Committee. The President of the Board of Directors shall be the President of the Executive Committee. Each member of the Executive Committee shall continue as such until the next annual meeting of the Corporation and until his or her successor is appointed unless such member is removed from the Board of Directors or ceases to qualify as a member.

The Executive Committee shall meet in accordance with a schedule adopted by the committee or at the call of the President. The majority of the Executive Committee shall constitute a quorum and the act of the Executive Committee members at a meeting at which a quorum is present shall be an act of the Executive Committee. Each meeting shall be open to attendance by any other Director, provided however, that the Executive Committee may meet in executive session if prior notice is given to all Directors.

The Executive Committee is responsible for developing and reviewing fiscal procedures, fundraising plans, and the annual budget with staff. The Board of Directors shall approve the budget and all expenditures shall be within budget. Any major change over \$500 in the budget must be approved by the Board or the Executive Committee.

Executive sessions of the Executive Committee may be called for matters deemed confidential or sensitive regarding personnel, litigation, real estate, or private business practices. Executive Committee shall make recommendations to the Board of Directors on any matter brought to them in executive session at the next Board meeting

No committee of the Board of Directors, other than the Executive Committee, shall, pursuant to resolution of the Board of Directors or otherwise, exercise any of the powers or authority vested by these bylaws. Any other committee of the Board of Directors may make recommendations to the Board of Directors or Executive Committee concerning the exercise of their powers and authority.

The establishment of any committee of the Board of Directors and the delegation thereto of power and authority shall not alone relieve any Director of the fiduciary duty of such Director to the Corporation.

A majority of the Directors in office designated to a committee shall be present at each meeting to constitute a quorum for the transaction of business. The acts of a majority of the Directors in office designated to a committee shall be the acts of the committee.

Each committee shall keep regular minutes of its proceedings and report such proceedings at the next meeting of the Board of Directors.



**City of Pryor Fire  
Renewal Summary  
8/22/2023 to 8/22/2024**

	<b>Expiring Premium</b>	<b>Renewal Premium</b>
<b>Package</b>	<b>\$19,340.65</b>	<b>\$20,224.00</b>
<b>Umbrella</b>	<b>\$6,607.00</b>	<b>\$6,560.00</b>
<b>AD&amp;D</b>	<b>\$222.00</b>	<b>\$135.62</b>

<b>Property</b>	<b>Expiring Limit</b>	<b>Renewal Limits</b>
Contents – 833 S. Elliott	\$188,954	\$198,402
Contents – 34 N. Adair	\$56,284	Deleted
Contents – 504 E. Graham	0	\$59,098
Flood	\$1,000,000	\$1,000,000
Earthquake	\$1,000,000	\$1,000,000
Deductible	\$1,000	\$1,000

- Carrier had a mandatory 5% increase in property limits.

**General Liability**

Aggregate Limit - \$10,000,000

**Auto**

- See vehicle schedule attached.

**City of Pryor Creek Fire Department**  
Contract Numbers: MEPK09153106, MEIM09217806  
Effective: 8/22/2023    Expiring: 8/22/2024

Year	Make and Model	VIN	Policy	Premium
2009	FORD LIGHT RESCUE	1FDAW57Y49EA42680	Package Inland Marine	\$636.00 \$272.00
2016	FORD F350 1ST RESPONDER	1FDRF3HTXGED14883	Package Inland Marine	\$636.00 \$198.00
2001	FORD BRUSH TRUCK	1FDWF37F11EC69659	Package Inland Marine	\$636.00 \$137.00
2000	FORD BRUSH TRUCK	1FDWF37F3YEC23941	Package Inland Marine	\$636.00 \$137.00
2006	FORD BRUSH TRUCK	1FDWF37P76EA94947	Package Inland Marine	\$636.00 \$198.00
2016	FORD F250 LIGHT RESCUE	1FT7W2BT8GEC73782	Package Inland Marine	\$636.00 \$100.00
2019	FORD F150	1FTEW1E5XKKC20381	Package Inland Marine	\$636.00 \$79.00
2008	CHEVROLET FIRST RESPONDER	1GNFK03088R194176	Package Inland Marine	\$636.00 \$100.00
2010	KENWORTH TANKER	2NKHLN9X8AM266523	Package Inland Marine	\$636.00 \$392.00
2007	KENWORTH PUMPER	2NKMHZ8X37M170557	Package Inland Marine	\$636.00 \$392.00
2004	DODGE FIRST RESPONDER	3D7KU28C14G275861	Package Inland Marine	\$636.00 \$100.00
2014	HME PUMPER	44KFT4287EWZ22517	Inland Marine Package	\$654.00 \$636.00
2005	FERRARA PUMPER	44KFT42895WZ20669	Package Inland Marine	\$636.00 \$470.00
1999	EMERGENCY AERIAL	4EN3AAA81X1000100	Inland Marine Package	\$654.00 \$636.00
			Hired/Non-Owned	\$1,867.00
			Fellow Member Liability	\$535.00
			Injury To Volunteers	\$535.00

**Note:** The written premium reflects the premium for coverage at policy inception and pro-rata premiums for endorsements processed throughout the policy term. It does not reflect the full term (annualized) premium.

**City of Pryor Creek Fire Department**  
**Contract Numbers: MEPK09153106, MEIM09217806**  
**Effective: 8/22/2023 Expiring: 8/22/2024**

Location	Address	Description	Premium
1-1	833 South Elliot Street, Pryor, OK 74361	Fire Station(Building) Fire Station(Contents)	\$0.00 \$2,922.00
2-1	34 North Adair Street, Pryor, OK 74361	Fire Station(Building) Fire Station(Contents)	\$0.00 \$78.00
3-1	504 E. Graham, Pryor, OK 74361	Police and Fire Emergency Center(Building) Police and Fire Emergency Center(Contents)	\$0.00 \$870.00
		Coverage Extensions	\$519.00
		Earthquake	\$150.00
		Flood	\$150.00
		Terrorism Risk Insurance Act	\$4.00

**Note:** The written premium reflects the premium for coverage at policy inception and pro-rata premiums for endorsements processed throughout the policy term. It does not reflect the full term (annualized) premium.

## AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement") is made effective as of the \_\_\_\_ day of September 2022 by and between Pryor Creek Music Festivals, Inc. ("PCMF"), an Oklahoma corporation, and The City of Pryor Creek, OK ("City").

### RECITALS

- A. PCMF is involved in organizing, promoting and presenting an annual live music festival known as *Rocklahoma* which is scheduled to be held from **Friday, September 2<sup>nd</sup>** through **Sunday, September 4<sup>th</sup>, 2022** (the "Event") at the PCMF facility near Pryor, Oklahoma (the "Venue");
- C. PCMF desires to contract with City for services in connection with Event, and City desires to provide such services, on the terms and conditions set forth in this Agreement.

### AGREEMENT

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

- SCOPE OF SERVICES.** PCMF hereby engages City, and City hereby agrees, to provide the services more fully described on Exhibit A attached hereto and made a part hereof (the "Services"). Except for those items, if any, expressly required by this Agreement to be furnished by PCMF, City shall furnish or provide all of the materials (including equipment and supplies, uniforms, communication equipment and any other equipment) and all other items necessary to perform the Services and to carry out and perform all of City's obligations under or pursuant to this Agreement. City hereby acknowledges that the total Compensation (as defined below) set forth on Exhibit B is inclusive of all materials and transportation required to provide the Services.
- TERM.** The term of this Agreement shall commence as of the effective date hereof and shall continue through **September 4th, 2022 unless sooner terminated in accordance with the terms and conditions of this Agreement.**
- COMPENSATION.** As full and complete compensation for all of the Services to be provided by City pursuant to this Agreement, PCMF shall remit payment to the City as more fully described on Exhibit B attached hereto and made a part hereof (the "Compensation"). Except as otherwise set forth on Exhibit B, all sums due to City under this Agreement shall be paid by PCMF to City within seven (7) days following the approval of this agreement by the City Council.
- SAFETY AND LEGAL REQUIREMENTS; AUTHORITY.** Without in any way limiting any other term or provision of this Agreement or any obligation of City hereunder City shall do or cause to be done all of the following: (a) perform the Services in a reasonable and proper manner that shall protect the health and safety of PCMF employees, agents and the public generally; (b) comply with all laws, policies, rules, and regulations applicable to the Services; (c) if an authorized management person of PCMF is not available, then contact the proper local authorities for assistance when such assistance is appropriate for safety; (d) obtain, maintain and comply with all licenses, permits, franchises and approvals from any governmental authority that may be required to enable City to perform all of the Services and fulfill all of its obligations under this Agreement; and (e) understand that PCMF is relying on City's expertise in the performance of the Services, ensure personnel comply with best practices for its industry, and communicate those if necessary to PCMF. City represents and warrants that it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of City, and the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound.
- INSURANCE.** City represents to PCMF that the vehicles (equipment) provided to the service of the event are currently insured as to claims by third parties in adequate amounts as deemed appropriate by law and in the judgment of the City.
- WAIVER BY CITY.** City agrees that PCMF shall not be responsible for any loss or damage to any property of City resulting from fire, theft or any other cause unless due to the negligence or willful misconduct of PCMF and, except to the extent expressly provided herein, City expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.
- TERMINATION.** This Agreement may be terminated (i) by PCMF immediately upon notice to City if City fails, refuses or neglects to perform each and every one of the Services to be performed by City under or pursuant to this Agreement or upon the breach by or failure of City to perform any of its obligations or covenants under this Agreement, (ii) by PCMF, with or without cause, upon five (5) days written notice to City, or (iii) by City immediately upon the failure of PCMF to perform any of its material covenants and conditions under this Agreement hereunder which has not been cured within five (5) days following written notice from Company to PCMF. Following any termination of this Agreement, PCMF shall only be required to pay to City any compensation earned by City for any Services satisfactorily performed by City as of the date of such termination.



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

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

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

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

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

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

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

with a copy to: AEG Live Productions, LLC  
231 S. Bemiston Ave.  
Suite 715  
St. Louis, MO 63105  
Phone: 314-862-4440  
Facsimile: 314-862-4462  
Attention: Legal Department

*City:* The City of Pryor Creek

6 N Adair St  
Pryor, OK, 74361  
Phone: 918-825-4077  
Facsimile:  
Attention: Larry Lees

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

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

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

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

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

**City:**

**PCMF:**

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

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

Name: Larry Lees

Name: Dave Giencke

Title: Mayor of City of Pryor Creek, Oklahoma

Title: Director of Operations

Attest as approved by the City Council of the City  
Of Pryor Creek, Oklahoma on the \_\_\_ day of  
\_\_\_\_\_, 2022

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

Name: Eva Smith

Title: City Clerk

Reviewed and approved by:

\_\_\_\_\_  
K. Ellis Ritchie, City Attorney for City of  
Pryor Creek, Oklahoma

## EXHIBIT A

### SERVICES

CITY SHALL PROVIDE THE FOLLOWING SERVICES:

City will locate one (1) quick response fire vehicle and one (1) fire tanker, at a total cost of **Four Thousand Dollars (\$4,000.00)** at the event September 2, 2022 from **11:00 a.m.** until **2:00 a.m.**; and during those same hours on **September 5** at **2:00 a.m.**

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

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

**EXHIBIT B**

**COMPENSATION**

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

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

## AGREEMENT FOR SERVICES

**THIS AGREEMENT FOR SERVICES** (this "Agreement") is made effective as of the \_\_\_ day of **September, 2022** by and between **Pryor Creek Music Festivals, Inc. ("PCMF")**, an Oklahoma corporation, and **The City of Pryor Creek, OK ("City")**.

### RECITALS

- A. PCMF is involved in organizing, promoting and presenting an annual live music festival known as *Born & Raised* which is scheduled to be held from **September 16, 2022** through **September 18, 2022** (the "Event") at the PCMF facility near Pryor, Oklahoma (the "Venue");
- C. PCMF desires to contract with City for services in connection with Event, and City desires to provide such services, on the terms and conditions set forth in this Agreement.

### AGREEMENT

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

1. **SCOPE OF SERVICES.** PCMF hereby engages City, and City hereby agrees, to provide the services more fully described on Exhibit A attached hereto and made a part hereof (the "Services"). Except for those items, if any, expressly required by this Agreement to be furnished by PCMF, City shall furnish or provide all of the materials (including equipment and supplies, uniforms, communication equipment and any other equipment) and all other items necessary to perform the Services and to carry out and perform all of City's obligations under or pursuant to this Agreement. City hereby acknowledges that the total Compensation (as defined below) set forth on Exhibit B is inclusive of all materials and transportation required to provide the Services.
2. **TERM.** The term of this Agreement shall commence as of the effective date hereof and shall continue through **September 18, 2022** unless sooner terminated in accordance with the terms and conditions of this Agreement.
3. **COMPENSATION.** As full and complete compensation for all of the Services to be provided by City pursuant to this Agreement, PCMF shall remit payment to the City as more fully described on Exhibit B attached hereto and made a part hereof (the "Compensation"). Except as otherwise set forth on Exhibit B, all sums due to City under this Agreement shall be paid by PCMF to City within seven (7) days following the approval of this agreement by the City Council.
4. **SAFETY AND LEGAL REQUIREMENTS; AUTHORITY.** Without in any way limiting any other term or provision of this Agreement or any obligation of City hereunder City shall do or cause to be done all of the following: (a) perform the Services in a reasonable and proper manner that shall protect the health and safety of PCMF employees, agents and the public generally; (b) comply with all laws, policies, rules, and regulations applicable to the Services; (c) if an authorized management person of PCMF is not available, then contact the proper local authorities for assistance when such assistance is appropriate for safety; (d) obtain, maintain and comply with all licenses, permits, franchises and approvals from any governmental authority that may be required to enable City to perform all of the Services and fulfill all of its obligations under this Agreement; and (e) understand that PCMF is relying on City's expertise in the performance of the Services, ensure personnel comply with best practices for its industry, and communicate those if necessary to PCMF. City represents and warrants that it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of City, and the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound.
5. **INSURANCE.** City represents to PCMF that the vehicles (equipment) provided to the service of the event are currently insured as to claims by third parties in adequate amounts as deemed appropriate by law and in the judgment of the City.
6. **WAIVER BY CITY.** City agrees that PCMF shall not be responsible for any loss or damage to any property of City resulting from fire, theft or any other cause unless due to the negligence or willful misconduct of PCMF and, except to the extent expressly provided herein, City expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.
7. **TERMINATION.** This Agreement may be terminated (i) by PCMF immediately upon notice to City if City fails, refuses or neglects to perform each and every one of the Services to be performed by City under or pursuant to this Agreement or upon the breach by or failure of City to perform any of its obligations or covenants under this Agreement, (ii) by PCMF, with or without cause, upon five (5) days written notice to City, or (iii) by City immediately upon the failure of PCMF to perform any of its material covenants and conditions under this Agreement hereunder which has not been cured within five (5) days following written notice from Company to

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

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

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

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

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

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

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

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

with a copy to: AEG Live Productions, LLC  
231 S. Bemiston Ave.  
Suite 715  
St. Louis, MO 63105  
Phone: 314-862-4440  
Facsimile: 314-862-4462  
Attention: Legal Department

City: The City of Pryor Creek  
6 N Adair St  
Pryor, OK, 74361  
Phone: 918-825-4077  
Facsimile:  
Attention: Larry Lees

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

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

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

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

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

City:

PCMF:

By: \_\_\_\_\_  
Name: Larry Lees  
Title: Mayor of City of Pryor Creek, Oklahoma

By: \_\_\_\_\_  
Name: Dave Giencke  
Title: Director of Operations

Attest as approved by the City Council of the City  
Of Pryor Creek, Oklahoma on the \_\_\_ day of  
\_\_\_\_\_, 2022

By: \_\_\_\_\_  
Name: Eva Smith  
Title: City Clerk

Reviewed and approved by:

\_\_\_\_\_  
K. Ellis Ritchie, City Attorney for City of  
Pryor Creek, Oklahoma

**EXHIBIT A**

**SERVICES**

CITY SHALL PROVIDE THE FOLLOWING SERVICES:

City will locate one (1) quick response fire vehicle and one (1) fire tanker, at a total cost of **Two Thousand Six Hundred and Sixty-Six Dollars (\$2,666.00)** at the event, on **September 16, 2022** from **11:00 a.m.** until **2:00 a.m.**; and during those same hours on **September 17, 2022**.

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

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



**EXHIBIT B**

**COMPENSATION**

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

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