

Resolution No. 2020 - _____

A Resolution supporting continued participation in Main Street Programs.

WHEREAS, the Oklahoma Main Street Center has been established in the Oklahoma Department of Commerce to assist small towns and cities to develop a public/private effort to revitalize their “Main Street” areas, and

WHEREAS, the City of Pryor Creek, Oklahoma desires to continue participating in the Oklahoma Main Street Center,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK:

SECTION 1. That the City of Pryor Creek supports the participation in the 2020 / 2021 Oklahoma Main Street Center with the specific goal of revitalizing the historic central business district using the Main Street 4-Point Approach to economic revitalization.

SECTION 2. That the City of Pryor Creek understands that the Main Street Approach is a long-term process that results in a continual effort to maintain and enhance downtown/historic commercial district.

ADOPTED THIS _____ DAY OF _____, 2020.

Mayor

Attest

City Clerk

**CONTRACT AGREEMENT
FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES**

PART I. PARTIES

THIS AGREEMENT is made on the 1st day of July, in the year 2020, between the CITY OF PRYOR CREEK, OKLAHOMA hereinafter called the CITY, and RETAIL ATTRACTIONS, LLC, hereinafter called the CONSULTANT for professional consulting services as more fully described herein in an effort to attract appropriate retail, residential, office, and other ancillary mixed use development to CITY, subject to the terms and conditions specified in this Agreement.

PART II. TERM OF AGREEMENT

By the terms of this agreement the CITY contracts with CONSULTANT for professional economic development consulting services for a term of TWELVE (12) commencing JULY 1, 2020 and concluding JUNE 30, 2021. This agreement shall be for a term of one (1) year as hereinabove stated and shall be deemed automatically renewed for successive one (1) year periods for the succeeding fiscal year at the end of each fiscal year unless terminated as provided for in Part VII. City and Consultant acknowledge the state law limitation imposed upon the City which prohibits the City from entering into contracts which commit to the expenditure of funds beyond the term of the City's current fiscal year (July 1 – June 30). CITY or CONSULTANT may terminate or modify this Agreement as described in Part VII, Paragraph 1.

PART III. SCOPE OF SERVICES

CONSULTANT shall provide the following services:

1. Consultant will research, purchase, analyze, and collate a thorough and detailed market study that will prove up and validate retail and other development potential in the city and trade area. These reports will provide detailed demographic information, housing and residential data, income data and potential, ethnicity, age, and educational data, projected growth, and retail leakage and sales, as well as retail voids in the market area. Reports will contain the very latest data available and are pulled from the same data sources that national retail and restaurant development professionals currently access. The market reports include city limits; five (5), ten (10) and fifteen (15) mile radius reports. In addition to the radius data, drive times in increments of ten (10), fifteen (15), and thirty (30) minutes will also be included. A twenty (20) mile radius or a custom trade area report will also be included depending on your market geography, consumer access into the market, and other factors. The decision to provide the custom trade area or twenty mile radius will be determined after initial findings are evaluated. These detailed market reports will

provide insight into the development potential for retail, office, medical and health services, hospitality, and residential (single family and multi-family) growth potential. These reports will be updated with every new release of data from our data suppliers though the duration of the contract. [Data is usually released two to three times a year]. CONSULTANT will provide all data to city personnel as designated in this agreement. Data and market reports will be stored on our servers and will be available via the internet. City will own the data.

2. CONSULTANT will prepare a summary for Consultant's use to highlight the key demographics and attributes of the trade area. This marketing material will include a map of the trade area, and a condensed summary of market data and will be used to introduce the City's community to Consultant's extensive network of commercial and residential developers and retail, restaurant, hotel, and corporate tenants.
3. CONSULTANT will bring broad-based experience and knowledge of incentives and their practical applications to craft development agreements that will profit both the private and public sectors and truly encourage new investment. CONSULTANT will work with city staff to develop incentive packages that are advantageous to the City and the prospective businesses with priority given to needs of the local municipality. City administrators and elected officials should be prepared to deal with incentive requests from developers and retail and restaurant tenants in this very competitive economy.
4. CONSULTANT will work with city staff members, city officials and other agents of the City as designated by the City to identify recruitment targets that will meet the long term needs of the city and will be targeted in response to the leakage gaps identified. Also, Consultant's initial strategy will be to identify and target retail and restaurant entities that will draw consumers from outside the market area into city trade area. In addition to targeted retail and restaurant tenants, CONSULTANT will also work toward hotel/motel and other hospitality uses, mixed uses including medical, professional office, warehouse, and residential development as well as industrial and manufacturing deals through our ongoing relationship and work with the Oklahoma Department of Commerce.
5. CONSULTANT will actively recruit targets identified and approved by City and supported by data. Recruitment efforts will be through personal contact, mail, email, International Council of Shopping Centers ("ICSC") events, other retail and development conferences and development/industry contacts continually throughout the term of this contract.

6. CONSULTANT will work directly with our extensive network of developers to create interest in the market, define development opportunities and coordinate/attend meetings with City and private sector investors. When timing indicates a deal with a target is imminent or when a target's response indicates the need to intensify our efforts, CONSULTANT will be available to mediate, schedule site tours and meetings and work to close the deal.
7. CONSULTANT will represent the city at the International Council of Shopping Centers conference in Texas and the International Council of Shopping Centers RECon conference in Las Vegas in May, and other ICSC and Retail Live! Conferences and other economic development conferences as they occur.
8. CONSULTANT will provide monthly updates to City's designated contact. As deemed necessary and requested by the Mayor or Manager of the Municipal Utility Department of the City, Consultant will be present for public and private meetings in the City to provide status updates on the performance of services under this agreement, specialized training, meet with civic clubs, and meet with city staff and elected officials and other appropriate citizen groups, as CONSULTANT'S schedule allows. CONSULTANT will make every effort possible to meet City's scheduling.
9. CONSULTANT will bid any specialized marketing materials (printed or video) for local development sites, web updates, retail specific web sites, traffic counts, aerial photography, and grant research and writing under separate bids. The commitment of the City for the purchase of any such materials shall be in advance of the order or purchase of said materials in order to bind the City to the payment of the purchase. City's authorization for purchase shall be in written form, signed by the Mayor and City Clerk, evidencing its advance approval for purchase.
10. Standard marketing materials to be developed and supplied by the Consultant as a standard component of this agreement at no additional charge apart from the compensation stated in this agreement are as follows:

Deliverables include market reports for the following geographies: City Limits; Five (5), Ten (10), Fifteen (15) Mile Radius reports, Twenty (20) Mile Radius report; Ten (10) Fifteen (15) and Thirty Minute (30) Drive Time Reports. Void Analysis on each geography, Opportunity Gap (Leakage Report) on each geography. Consultant shall be provided by the City with a complete copy of the City's current Comprehensive Plan. Consultant shall endeavor in its economic

development efforts to market the City in harmony with the objectives of the City's Comprehensive Plan.

11. Consultant and City acknowledge that the marketing and recruitment efforts of the Consultant and City with potential businesses interests often times involves various degrees of protection of sensitive information as confidential information. Additionally, Consultant and City acknowledge the necessity of stream lined and well defined lines of communication as being important to orderly and effective planning and the execution of planning in economic development activities. In the interest of the protection of sensitive information and for the effective use of time and coordination of efforts communications from the City to the Consultant and from the Consultant to the City shall be limited. Communications with the Consultant by the City shall be limited to communications directed through the Mayor or the Manager of the Municipal Utility Department. Communications from the Consultant to the City shall be directed to the Mayor or the Manager of the Municipal Utility Department. When appropriate and reasonably necessary the Mayor or the Manager of the Municipal Utility Department may authorize communications between the Consultant and other designated City officials or staff.

Amendments to the above Scope of Services may be made as necessary, provided that such Amendments are agreed to in writing by both parties.

PART IV. CONSULTANT'S FEES

1. CITY shall pay CONSULTANT for the Scope of Services described in Part III as follows:

Commencing on July 1, 2020

Retainer (paid monthly) on the first day of the month for length of contract	\$4000.00 per month	48,000 total for 12 month initial term of contract (July1 – June 30)
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CITY pays all travel and expenses, (travel and expenses shall be approved by CITY prior to Consultant incurring expenses for same. Expenses may include but not necessarily be limited to air fare, lodging, and meals)

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CITY shall pay CONSULTANT, a monthly retainer in the amount of FOUR THOUSAND DOLLARS (\$4000.00) due on the First day of the month of contracted scope of work.

PART V. CITY'S RESPONSIBILITIES

CITY shall:

1. Assist CONSULTANT by placing at his disposal all available pertinent information, including previous reports and any other data as required for performance of CONSULTANT'S Scope of Services. Retail Attractions, LLC will execute a confidentiality agreement with CITY. CITY will provide Retail Attractions, LLC monitored access to sales revenue data to analyze, but any release of sales revenue information must have CITY approval.
2. Represent that CONSULTANT shall be entitled to rely on the accuracy and completeness of any documents or other materials provided by CITY to CONSULTANT; and that CONSULTANT's use of such documents and materials will not infringe upon any third parties' rights.
3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
4. Designate one or more representatives authorized to act on the CITY'S behalf with respect to the Agreement. CITY or such authorized representative(s) shall examine the documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S services except for those decisions or actions that must go before the CITY'S Board of Commissioner's for approval.
5. In the event that CITY needs CONSULTANT to travel to other locations to attend special meetings (outside of or in addition to the proposed scope of work in this proposal, CITY will pay all related travel and expenses for CONSULTANT). Travel pay must be approved by CITY in writing.

PART VI. NOTICES

Reports and notices shall be made by CONSULTANT to CITY'S representative:

Mayor Larry Lees
City of Pryor Creek
12 North Rowe St.
Pryor Creek, OK 74362

Reports and notices shall be made by CITY to CONSULTANT or to CONSULTANT'S representative:

Mr. Rickey Hayes
CEO
Retail Attractions, LLC
12150 East 96th Street, Suite 107
Owasso, OK 74055

PART VII. MISCELLANEOUS PROVISIONS

1. Termination, modification and Suspension. This Agreement may be terminated by either party for convenience or for cause upon sixty (60) days prior, written notice to terminate the Agreement.

CITY shall pay CONSULTANT for all the Services performed up to the date of termination.

The provisions of this agreement may be amended by mutual written agreement of the parties without terminating or otherwise affecting this Agreement as a whole.

2. Ownership of Documents. Original documents developed in connection with services performed hereunder belong to, and remain the property of CITY. CONSULTANT shall store the originals and may retain reproducible copies of such documents.

All documents, including computer software prepared by CONSULTANT pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by CITY or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. CITY shall hold harmless CONSULTANT and its sub-consultants, if any, against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.

3. Successors and Assigns

CITY and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

4. Relation of Parties. The parties to this Agreement shall not constitute nor create an employer/employee relationship. CONSULTANT is an independent contractor responsible for all obligations relating to federal income tax, self-employment Medicare and FICA taxes and contributions and all other employer taxes and contributions.
5. Controlling Law. This agreement is to be governed by the Law of the State of Oklahoma. Venue shall be in Mayes County, Oklahoma.
6. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to, court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.
7. Approval Not Waiver. Approval by CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the CITY for any defect in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants.

8. Compliance with Applicable Law. CONSULTANT, CONSULTANT'S consultants, agents, employees, and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the CITY, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. CONSULTANT shall further obtain all permits and licenses required in the preparation of the work contracted for in any Amendments to this Agreement.

9. The scope of work outlined in this agreement shall in no way prohibit CONSULTANT from working with any other clients, or being compensated by other clients for work done while this agreement is in force in or out of the CITY.

10. This agreement shall require approval of the Mayor and City Council to be effective and obligatory upon the City. Termination of the agreement pursuant to the terms hereof by the City prior to the expiration of the term of the agreement shall be effective following City Council action taken to terminate same.

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

CITY:
CITY OF PRYOR CREEK, OK

CONSULTANT:
RETAIL ATTRACTIONS, LLC

By: _____
 Larry Lees, Mayor

By: _____
 Rickey Hayes, CEO

Date: _____

Date: _____

Approved as to form and legality:

 K. Ellis Ritchie, City Attorney

Approved by the City Council in open session on the ____ day of _____, 2020.

Attest: _____
 Eva Smith, City Clerk

(City Seal)



**Outdoor Wi-Fi Expansion
(Phase 7a and 7b)**

**City of Pryor, OK
(Also known as City of Pryor Creek)**

**Request for Proposal
RFP#20200610**

**SUBMITTAL DUE DATE
July 10, 2020 2:00p.m.**

***** PLEASE COMPLETE THE FOLLOWING REQUIRED INFORMATION*****
*****THIS PAGE MUST BE RETURNED WITH THE RFP*****

COMPANY NAME: _____

COMPANY ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

SIGNATURE: _____ **DATE:** _____

REQUEST FOR PROPOSAL

I. NOTICE TO PROPOSERS

The City of Pryor is continuing the deployment of a state of the art data network that will support Citizen and Guest access via Wireless LAN in locations of the city identified in this RFP. In order to support this requirement, the City of Pryor is soliciting designs and pricing for providing wireless connectivity options within a Mandatory coverage area.

Proposals shall be submitted to the address listed below clearly labeled and marked on the outside box/envelope with the offer's name and address and proposal number.

**Ms. Darla Coats
Office of the Mayor
RFP # 20200610
12 North Rowe St.
Pryor, OK 74361**

Proposals will be received at the above address until **2:00 PM, July 10, 2020**. Proposals will be opened at 2:01PM. Prices will not be read, nor disclosed in any other manner until award is made.

Faxed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Pryor will not be responsible for mail delivered by the post office. Vendors must submit sealed proposals in the form of the executed Offer Form and Price Offer Sheets together with any material required by this RFP by the time and date specified. All proposals must remain open for ninety (90) days from the opening date pending acceptance by The City of Pryor.

The City of Pryor requests written proposals from qualified vendors for Wireless Access. A single agreement for all services is desired, but individual proposals and joint proposals will be accepted. The city will award all or part of this RFP to a single respondent or multiple respondents at its discretion, based upon the complexity of the evaluation, the number of respondents, the interoperability of the components, etc. More details are included in the Additional Information section of this Request for Proposals.

A Mandatory Pre-Bid Conference will be held in conjunction with this Request for Proposal on **Wednesday, June 17, 2020 at 2:00 pm.** at 12 N. Rowe Pryor, OK 74361 in the City Council Chambers.

The last day to submit final questions is **Wednesday, June 24, 2020 at 5:00 PM.** All questions must be submitted in writing and may be emailed to **CoatsD@PryorCreek.org** or faxed to **Attn: Darla Coats, 918.825.6577.** **NO PHONE CALLS PLEASE!**

Questions received by the date and time specified above will receive answers. The questions with answers will be provided to all attendees of the Mandatory Bidders Conference on/by **Monday, June 29, 2020.**

An **"Intent to Bid"** must be submitted to the City of Pryor by **5:00PM Wednesday, July 1, 2020** at the email or fax number above. Requests for verbal or telephone clarification will be declined and will be non-binding. Contact between the proposers and the user departments during the RFP process or evaluation process is prohibited and could result in disqualification.

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1 Introduction

This Request for Proposal (RFP) is being issued to vendors ("suppliers") involved with the sale of municipal wireless ("Wi-Fi") solutions to allow the City of Pryor, OK to distribute wireless internet access in accordance with the requirements, terms, and conditions set forth in this Request for Proposal (RFP).

The high-level objective of this RFP is for City of Pryor, OK to validate the business case for expanding the municipal wireless networks, owned and controlled by City of Pryor, OK, and approves one or more suppliers as the vendor to build such a network. Please note that approval of any new suppliers do not generally represent a guarantee of any sales or minimum sales volume, notwithstanding any terms mutually negotiated for any contracts resulting from supplier approval.

1.1 Business Objectives

City of Pryor, OK's present mode of operation (PMO) already includes Wi-Fi wireless solutions deployed at the municipal level and due to the increasing demand in our markets City of Pryor, OK is evaluating the cost of expanding, maintaining, and managing municipal Wi-Fi networks.

The business objective of this RFP is to expand the current Wi-Fi network and provide associated costs for deployment and purchase of necessary hardware and software while enlarging the coverage area.

This RFP is designed to provide information required to calculate the true capital costs of a given solution, and how the relative technical merits of the submissions affect the anticipated operational costs for the Wi-Fi network requirements for a 3-year period.

In addition to less tangible qualities such as company stability, portfolio simplicity, and growth capabilities, consideration can also be given to how well the proposed solutions meets incremental functionality outside the scope of the design requirements, such as the ability to support video, and produce overall uptime and resiliency specifications.

1.2 Timeline

Task	Date
RFP Release	6/10/2020
Mandatory Bidders Conference	6/17/2020 at 2:00PM
Final Questions to City	6/24/2020 No Later Than 5:00PM
Answers Provided by City	6/29/2020
Notice of Intent to Bid to City	7/1/2020 No Later Than 5:00PM
Bids Due to City	7/10/2020 No Later Than 2:00PM
Bids Opened	7/10/2020 at 2:01PM

2 Disclaimers

This RFP is NOT an order, offer or contract and should not be regarded as imposing any obligation or liability upon City of Pryor, OK. This request does not obligate City of Pryor, OK to pay any cost incurred related to preparation or submission of responses to this request.

3 Instructions

3.1 Response

3.1.1 Authorized signature

A person authorized to obligate Supplier's company contractually to the Supplier's response must sign supplier's proposal. Electronic submissions or affirmations from such officers can be considered the same as an original signature.

3.2 Required Appendices

The following appendices MUST be included:

3.2.1 Detailed Equipment Lists

Detailed Equipment Lists (BOMs) for the designs

3.2.2 Timeline

Please provide a deployment timeline assuming a hypothetical project start date of **August 1, 2020**.

3.2.3 Resources

Summary of required and committed staff resources to successfully meet the timeline of deployment. Please indicate if the resources listed are 3rd party contractors, City of Pryor, OK or Supplier's employees.

3.2.4 Scope of Work

Scope of Work for supplier deployment activities.

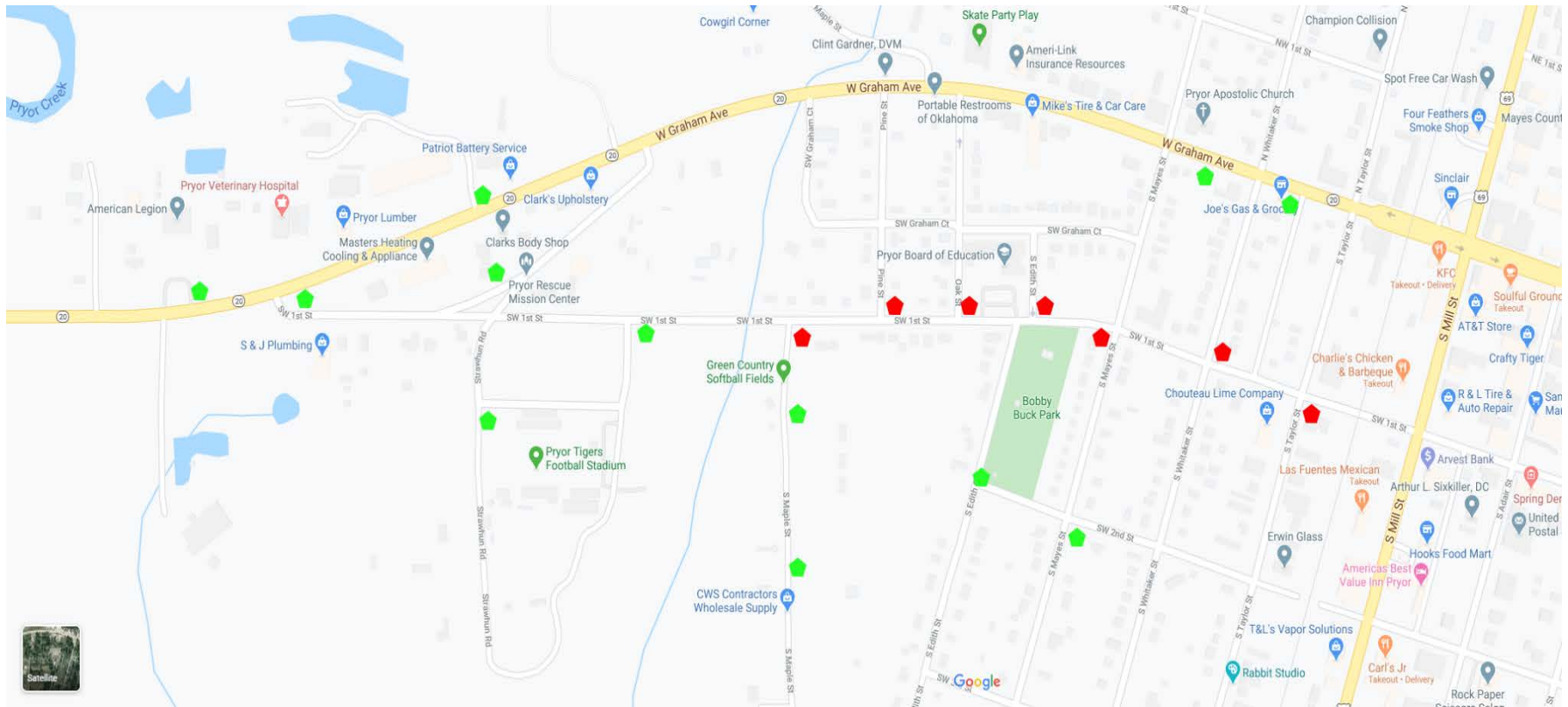
3.2.5 Cost Summary

Cost Summary of implementation services (should be presented as actual anticipated costs rather than a formula.) ***Should be broken down between phase 7A and 7B.

3.2.6 Hardware and Software Costs

Costs per item of hardware and software ***should be broken down between phase 7A and 7B.

3.2.7 Access Point Locations



Mandatory Street Level Coverage Access Point Locations
Access Point Locations for bid 7A shown as red polygons. (7)
Access Point Locations for bid 7B shown as green polygons. (12)

Figure 1

3.3 Response Submission Checklist

The checklist appearing on the following page should be used as a guideline for preparing response submissions.

**Table 1 Response Submission Checklist
(1 for Phase 7A and 1 for Phase 7B response)**

Document:	Base Bid
Design Requirements (Section 4)	<input type="checkbox"/>
Deployment Scenario (Section 5)	<input type="checkbox"/>
Design Detail Tables (site-by-site information on cost, power requirements, power; and mounting options, etc.)	<input type="checkbox"/>
Appendix A: Equipment Lists / BOMs	<input type="checkbox"/>
Appendix B: Deployment Timeline	<input type="checkbox"/>
Appendix C: Summary of Required Staff Resources (excluding City of Pryor, OK resources)	<input type="checkbox"/>
Appendix D: Scope of Work	<input type="checkbox"/>
Appendix E: Cost Summary of Implementation Services	<input type="checkbox"/>
Appendix F: Cost Summary of Network Management Software Requirements	<input type="checkbox"/>

3.4 Additional Information

The following information is intended to address some of the more common special cases encountered during the RFP process and provide general helpful guidance to suppliers. Do not hesitate to contact City of Pryor, OK for guidance for additional clarifications or questions concerning other circumstances not covered in this document, however. All questions will need to be submitted **by 5:00PM 6/24/2020**.

3.4.1 Multi-Vendor Proposals / Partnerships

Participants in this RFP may partner with other companies in order to provide a complete response to this RFP, and in fact are encouraged to provide proposals that address as many of the requirements identified in the Pricing section as possible. However, under no circumstances can City of Pryor, OK act as a broker for arranging partnerships or advise participants as to other vendors who may be well suited or well disposed towards partnership within the RFP schedule. Notwithstanding this prohibition, upon conclusion of the RFP process City of Pryor, OK may select various technologies and request interoperability testing or other internetworking arrangements.

Suppliers invited to participate on this RFP shall notify City of Pryor, OK in writing before proceeding with a joint proposal so that City of Pryor, OK is aware of all participants and can take necessary steps to protect proprietary information amongst the vendors.

When submitting multi-vendor proposals, please note that all vendors participating shall treat the RFP text and its associated materials as though an explicit Non-Disclosure Agreement has been executed with City of Pryor, OK. City of Pryor, OK can in fact treat the partnership itself as proprietary.

Vendors opting to submit a joint proposal under a partnership arrangement shall be aware that it may be possible that individual vendors may be participating in multiple partnerships and therefore submitting multiple responses to City of Pryor, OK. It is the participants' responsibility to manage issues of propriety and disclosure with any selected partners and execute palatable agreements.

Further, in the case of multi-vendor proposals, RFP responses shall be constructed in a cohesive, integrated fashion, i.e. multiple incomplete responses shall not be provided which draw delineations between vendors; rather, the responses shall address the overall solution being advocated. A primary vendor shall be identified as the primary point of contact.

4 Design Requirements

4.1 Requirements Section

4.1.1 General Requirements

The City of Pryor is expanding the current outdoor Wi-Fi project to include areas from Mill Street to Graham Avenue along SW 1st Street. This expansion phase is being bid independently of any current deployment or future expansions. Our intent is to make Free Wi-Fi service available on the street levels surrounding the areas where the Access Points on Figure 1 are located. Pricing should be provided in two sections with one section being labeled Phase 7A and one section being labeled Phase 7B per the map in Figure 1 above. It is not our intent to provide coverage for the homes in the surrounding areas but, we do not want to design anything that would deter indoor use. This system does not throttle or block any access from the connected users. Users are encouraged to access the system for use with such things as Homework, Shopping, Business Look Up, and General Internet Access.

4.1.2 General System Technical Requirements

The City of Pryor is seeking proposals for the incremental installation of 19 additional Access Points from Mill Street to Graham Avenue along SW 1st Street at the locations on the map in Figure 1 above. We require that ALL Access Points are connected via Fiber back to the Police Department data center located at 214 South Mill, Pryor, OK. Any proposal utilizing Wireless Backhaul will not be accepted for consideration in the selection process. It is expected that the bidder will supply all necessary fiber, connectors, gigabit transceiver chassis, Ethernet Switch ports, cables, Antennas, Enclosures, and power connections to provide a turnkey deployment and installation.

Our standard for fiber installation is aerial Strand and Lash or 36 inch buried with all fiber connects completed with a fusion splicer and not mechanical. This includes the tails for connectivity to the Access Points and Data Center. The City of Pryor does encourage a fiber patch panel for use at the Police Department Data Center.

4.1.3 Wireless Access Requirements

The City of Pryor has standardized on RUCKUS T310C Outdoor 802.11AC Wave 2 Access Points (or equivalent). Due to the necessity of providing seamless roaming between the Access Points on the network, we will also require that the Supplier provide a bid utilizing a captive portal.

Access Point Specifications

WIRELESS • 802.11ac Wave 2 Multi-User MIMO (MU-MIMO)

- Concurrent dual-band (5GHz/2.4GHz) support
 - 2x2:2ss with total 1167Mbps WLAN data rate
 - Adaptive antenna technology and advanced RF management
 - Up to 10dB interference mitigation
 - Polarization diversity for optimal mobile device performance
 - WPA-PSK (AES), 802.1X support for RADIUS and Active Directory**
 - Airtime fairness
 - Admission control **
 - Band balancing and Load balancing**
 - Dynamic, per-user rate-limiting for hotspot WLANs INTERFACES
 - 1 x 1GbE port
 - USB 2.0, Type A connector - ideal for BLE dongles and sensors (on the T310d, n, s models) IP CERTIFICATION
 - IP-67 rated, -40°C to +65°C (temp range varies with model) POWER
 - 802.3af PoE Input (Class 3 PD) • DC Input (on the T310d, n, s models)
- ##### **SOFTWARE**
- Standalone or centrally managed
 - Real-time location engine and analytics software
 - NAT and DHCP

We will provide the contact information for a custom bracket manufacturer that will be utilized if using Ruckus Access Points for mounting the Access Point to the selected pole location. If using non-Ruckus Access Points, your bracket should match the current bracket in size and look. As mentioned before, only two bolts should be utilized to connect to the pole.

The City of Pryor requires each of the Access Points to be connected via Fiber back to the Police Department with a 1 Gigabit Ethernet connection. The successful vendor will be required to configure the Access Points with the PCreek-WiFi SSID, Acceptable Use Policy splash page, VLANs for Management and User traffic, and non-overlapping 2.4GHz and 5GHz channels.

Since the currently deployed Avaya Access Points are no longer available for purchase, the City of Pryor will require a Captive Portal be installed to provide a Splash Page with an Acceptable Use Policy and a click to accept button. This will be posted to the web browser of the client either once the client initially connects to the network or any time after a pre-determined time, say 24 hours, of inactivity by the client on the network. The

Splash Page, after agreed to by the City of Pryor, will need to be installed and functionality with different end user hardware and software will need to be verified. If you are using a hardware based appliance, the captive portal will need to be installed in the Police Department location as that is where the network internet connection is located. The pricing for this item MUST be included in phase 7A of your bid. The Appliance needs to have the following functionality at a minimum:

Splash Pages

Create Splash Pages in line with corporate branding

- Prebuilt, easy-to-customize templates
- Flexible CMS to create custom page layouts
- Style customization with custom CSS
- Customizable success page redirect
- Multi-language support and ability to create custom languages
- Offline preview of the Splash Pages
- Customizable domain (add-on)
- SignUp via Kiosk and login with Splash Page via a one-time access code

User Management

Easily manage the WiFi users

- User list with individual User Profile
- Export a CSV filtered list of Users
- Possibility to export all the data of each User to fulfill Data Subject Requests (GDPR)
- Possibility to permanently delete all the data of a specific user (GDPR)
- WiFi Connection logs
- Troubleshooting logs and reports

Guest WiFi analytics

Monitor guest WiFi usage across multiple locations

- All analytics can be filtered by Location, custom time period and exported into a CSV file
- New Users (breakdown by the time of the day, day of the week, Location)
- New vs. Returning users
- Sign-up methods
- Connections (breakdown by the time of the day, day of the week)
- Active Users (Unique Connections)
- Max Concurrent Connections
- Average Connections per User
- Splash Page Impressions (breakdown by the time of the day, day of the week, Location)

4.1.4 Networking Requirements

The City of Pryor requires an additional 48 Port Gigabit Ethernet switch to support the Gigabit Connections from the Access Point. The bidder can either provide a fiber switch or utilize transceiver chassis to terminate the fiber and connect to a copper gigabit switch. The switch must be manageable and support POE+.

Requirement	Description	M-Mandatory L -Like	Vendor Rating	Explanation
4.1.4.1	Data Center switch shall provide a gigabit interface for connection to Juniper SRX Firewall.	M		
4.1.4.2	Data Center switch shall provide PoE+ through the wired interface to power other equipment	M		
4.1.4.3	The following interface options shall be available:			
4.1.4.4	SFP	M		
4.1.4.5	10/100/1000 Ethernet Copper interface	M		
4.1.4.6	1000BaseFX single mode fiber interface	M		
4.1.4.7	1000BaseTX copper interface	M		
4.1.4.8	Bidder shall indicate future interface options	L		

Requirement	Description	M-Mandatory L -Like	Vendor Rating	Explanation
4.1.4.9	The Ethernet Switch must be manageable	M		
4.1.4.10	The switch shall support QOS	M		
4.1.4.11	The switch shall support 802.1Q VLAN tagging	M		
4.1.4.12	The switch shall support a minimum of 16,000 MAC addresses	M		
4.1.4.13	The switch must support a minimum of 256 VLANs	M		
4.1.4.14	The switch must support LACP Link Aggregation	M		
4.1.4.15	Other information that was not covered in this section that you would like to discuss further here	L		

4.1.5 Management Requirements

The City of Pryor requires centralized management of all proposed Access Points for an initial period of 3 years with the option to renew the management platform yearly upon the initial 3 year term expiration. Please provide pricing for the management platform split between phase 7A and 7B as outlined in the map in Figure 1. The management platform can be either Cloud or Premise based. If quoting Premise based, please include pricing for the hardware required to support the Management Platform.

The Management Platform must have the following minimum capabilities:

INTUITIVE UI AND INTENT-BASED WORKFLOWS ·

Single-pane-of-glass web UI provides centralized visibility and control of APs ·
View historical client data and trends ·
See the health of your network at a glance · Wizard-guided, intent-based workflows save time on everyday tasks

REDUCED UNPLANNED DOWNTIME · Comprehensive lookup ·
Instant notification of network status via SMS, mobile app push notification, or email

EASY, FLEXIBLE GUEST AND EMPLOYEE NETWORK SETUP

Multiple options to secure guest networks:
Social login, SMS, email, clickthrough, passcode ·
Secure employee access using PSK, 802.1X with AAA

NATIVE MOBILE APP ·

Provision, monitor and manage your networks using mobile app ·
Get push notifications to alert you of network issues or changes ·
Scan AP barcodes with your smartphone camera to register devices ·
Scan business cards to generate guest passes ·
Set up and configure new employee and guest networks

BUILT-IN REPORTING AND ANALYTICS ·

Extensive report options, including traffic reports (by AP, SSID, radio), application visibility and unique clients ·
Up to 12 months of stored data to support long-term trending analysis ·
Reports available at granular intervals ·
Customizable data dashboards

COMPLETE INVESTMENT PROTECTION ·

Operational APs even when Management subscription is no longer active

The winning bidder will be required to add the 19 Access Points to the appropriate Management platform Maps, Profiles, and Configuration. Manual Non-Overlapping channel assignments will need to be statically defined. All Access Points will need to be

upgraded to the current running version to maintain compatibility with the existing Access Points. Agreed upon Access Point names will need to be defined and configured on each of the Access Points.

4.1.6 Electrical and Environmental Requirements

The winning supplier will be responsible for providing power connectivity to the Enclosure for powering the Access Point Power Injector and Gigabit Fiber Transceiver. Access Points are currently powered in one of two ways:

1. Vampire tap to top of the street light
2. Fusible link to secondary power on pole

All electronics utilized in the enclosure must be able to survive high temperatures of up to 60 degree Celsius. Enclosures must be NEMA 4X rated and be attached to the custom bracket to be purchased from the designated provider. Bidder **MUST** utilize this bracket and is allowed to drill two holes only into the pole. Access Point and internal electronics **MUST** be bonded to pole Ground.

4.1.7 Insurance

Licensee shall obtain and furnish the insurance described below. Licensee shall maintain and cause its subcontractors to maintain this insurance at all times during the performance of this Agreement.

A. Coverage for the legal liability of Licensee and its subcontractors under the workers' compensation and occupational disease law of the State of Oklahoma.

B. Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence and aggregate.

C. Commercial automobile liability insurance with a limit for bodily injury and property damage of not less than \$1,000,000 each accident.

Licensee will not be permitted to begin installation of the project until Owner receives from Licensee one copy of an acceptable certificate of insurance covering the terms of Subsections A-C above. Such certificate shall state that the insurance carrier has issued the policies providing for the insurance specified above, that such policies are in force, and that the insurance carrier will give Owner thirty (30) days prior notice of any material change in, or cancellation of, such policies. If such insurance policies are subject to any exceptions to the terms specified herein, such exceptions shall be explained in full in such certificates. Policies written on a "claims-made" basis shall be maintained for a period of five years after completion of the Agreement. Licensee acknowledges that continued maintenance of the insurance requirements under this Agreement is a substantial and important part of this Agreement and that any lapse in insurance coverage shall be corrected so that coverage will be in place during the period required hereunder, with no gaps or lapses in coverage.

If Licensee does not timely deliver to Owner a certificate showing all of the required insurance to be in full force and effect as required by this Agreement, Owner may either: (i) declare Licensee to be in substantial default under the terms of this Agreement upon which event this Agreement shall automatically terminate within sixty (60) days without the need for any further notice, or (ii) obtain the insurance to fulfill any and all of the insurance obligations under this Agreement. On Owner's demand, Licensee shall reimburse Owner the full amount of any insurance premiums paid by Owner.

5 Deployment Scenario

5.1.1 Network design

The respondent will be responsible for the development of documentation as to which Municipal Utility Board (MUB) poles will be utilized. Approval for connection to the poles by MUB will be required before beginning installation. Winning Bidder will be responsible for a turnkey deployment including, but not limited to, Access Point installation and powering of unit, Fiber Installation and splicing of ends, Switch Installation and configuration, and Gigabit Transceiver chassis installation and configuration to support gigabit connectivity. We require the application of a TRANSTECTOR SP50-1201P 120 Vac Single Phase AC Protector for surge protection to be utilized on each Access Point. Bidder will be responsible for negotiating the Right of Way crossing of the Railroad tracks located at SW1st and Highway 69 and cost should be included in the bid as part of phase 7A.

5.1.2 Pricing break down

The objective of this RFP is to provide City of Pryor, OK detailed information to estimate the Total Cost of Ownership to deploy, maintain, monitor and support a Muni Wi-Fi network over a period of 3 years.

The price break down should be separated into the following areas as two quotes for phase 7A and 7B per the map located in figure 1:

- Network Planning Service Solutions
 - Pre-Installation Site Survey
 - RF Design
- Network Deployment Service Solutions
 - Site Preparation
 - Installation
 - Splash Page Deployment

- Post Installation Site Survey
- Network Maintenance Service Solutions
 - Hardware and Software Support
(Include 3 years Manufacturers Tech Support)
 - NMS (please separate cost for Wireless Management System Integration)

6 Proposal Evaluation Process

6.1 Selection Process

6.1.1 Selection Process - The Selection Committee will be composed of members from The City of Pryor. The City of Pryor reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary.

6.1.2 Pricing - All fees and charges should be included in the prices section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.

6.1.3 Comprehensive equipment/software and service solution which has the most compatibility with the environment and which best meets the complete needs of The City of Pryor.

6.1.4 The selection committee reserves the right narrow the submitted proposals to the few that best meet the requirements of the Request For Proposal (RFP) and which best meets the complete needs of The City of Pryor. At that point interviews may be scheduled for demonstrations. Should a contract not be agreed upon, the committee will begin negotiations with the second best proposal/bidder. This will continue until an acceptable agreement can be developed. The resulting contract will be sent to the city for approval along with the award recommendation.

6.2 Evaluation Criteria of Proposals and Award of Contract

6.2.1 EVALUATION FACTORS

The committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this Request for Proposals for WIRELESS ACCESS. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the Statement of Work and in the Instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal nonresponsive and may at the discretion of the Evaluation Committee be

eliminated from further evaluation. Any proposal that doesn't materially meet the functional requirements outlined in the Request for Proposal may be eliminated from further evaluation.

6.2.2 Scoring

The evaluation of proposals will involve scoring each qualifying proposal in the following areas listed in order of importance, with respect to the requirements as outlined in this document.

- Purchase Price
- The extent to which the goods or services meet the city's needs
- Vendor's past relationship with the City
- Quality of Vendor's goods and services
- Reputation of the vendor and the vendor's goods and services

7.0 Reservation of Rights

The City of Pryor expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or RFP procedure;
- (c) Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue an RFP;
- (f) Consider and accept an alternate proposal as provided herein when most advantageous to The City of Pryor;
- (g) The City of Pryor has the right to cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
- (h) Procure any item or services by other means to meet time-sensitive requirements.

8.0 Acceptance

Notification of award will be by a letter of acceptance. The letter of acceptance is issued as a courtesy to inform the successful vendor(s) of the Board's action and is not intended to create a formal contractual agreement between The City of Pryor and the vendor(s) receiving a notification of award. A formal contract will be executed between The City of Pryor and the successful vendor(s) and will contain elements of the RFP and the vendor(s)' offer. Subsequent purchase orders may be issued in lieu of a formal contract as appropriate.

9.0 Proposal Evaluation Criteria

Proposals received in response to the Request for Proposal process will be evaluated according to the following criteria and relative weights as indicated in the chart on the following table:

Evaluation Criteria Score Sheet		Max Points	Vendor Score
1.	Purchase Price (Price will be scored using the following formula: $PL/PE \times PP=PA$) <i>PL=Lowest qualifying bid; PE=Proposal being evaluated; PP=Possible points equals PA=Points Awarded</i>	25	
2.	Reputation of the vendor and the vendor's goods or services.	15	
3.	Quality of vendor's goods and services.	15	
4.	The extent to which the goods or services meet the city's needs.	25	
5.	Vendor's past relationship with the City.	20	
Maximum Total Points		100	
Company Name:			
Evaluator Name:			
Date:			

City of Pryor
RFP#20200610 – Summary Analysis of Response
(Provided July 14, 2020)

Dear Mayor Lees,

After careful review and analysis of the two bid responses to RFP#20200610, I find that both vendors have met the business objectives and technical requirements set forth in the RFP.

The bid proposal was \$501,980.78 by Vyve Business Services and \$200,207.26 by Fiber Interactive Technologies (FIT). There is quite a difference in the bid amounts so I took the time to look at each proposal to ensure there were no services missing and to understand where the differences are.

Summary of Differences:

1. Vyve chose to use the Ruckus T710 Access Point hardware instead of the Ruckus T310 required by the RFP.
 - > The T710 is 3x the cost of the T310 and offers no significant advantage for Pryor's WiFi network needs. Pryor's Avaya access points are no longer available for purchase.
2. Vyve labor cost estimates for installation/deployment are 3x FIT's costs.
 - > I did verify that both companies will be using appropriate personnel skill sets for implementation including RF Engineers, Design Engineers, CAT1 and CAT2 Installers, Fiber Splicers and Network Engineers. Perhaps FIT's advantage in pricing here is that the company headquarters is local in Pryor and their resources are too. Vyve's headquarters is in New York with a Regional Center in Shawnee.
3. Vyve ongoing maintenance cost estimates are also significantly higher.
 - > FIT's experience with previous Pryor WiFi implementations while providing Pryor's current WiFi maintenance and support likely give them an advantage in their ability to estimate actual costs associated with such support.

In short, both vendors have the ability to provide the implementation and maintenance support to meet the WiFi expansion needs outlined in the RFP, and Fiber Interactive Technologies proposal is the lowest.

See the attached table on the next page for additional information.

Kind regards,

Phil Nollan

Senior Project Manager

PME Consulting and Management.

	Evaluation Criteria	Max Points	Fiber Interactive Technologies	Vyve Business Services
1.	Purchase Price and Proposal Evaluated	25	25	0
	<p>Findings: Both vendors meet the technology requirements and installation/support service needs outlined by the RFP.</p> <p>One difference in the bid prices is the equipment to be used. Vyve chose to use the Ruckus T710 access points instead of the T310 which is 3x the cost. However, the biggest difference in the bids is the cost for labor, installation and maintenance.</p>		<p>Phase 7a: \$96,025.78 Phase 7b: \$104,181.48 ----- Total: \$200,207.26</p> <p>Notes: Used Ruckus T310 which is \$1095/unit; FITs fiber cost is significantly less too because they are sharing the material/installation cost with the city as they deploy. In addition, their labor/maintenance costs are significantly less. I imagine it's because of their deployment experience with the previous phases of the WiFi expansion and the use of their own local engineers and associated personnel who support the network today.</p>	<p>Phase 7a: \$245,944.94 Phase 7b: \$256,035.84 ----- Total: \$501,980.78</p> <p>Notes: Used Ruckus T710 which is \$2995/unit or 3 times the cost of the required T310; Installation, maintenance and ongoing support costs are also much higher in their bid.</p>
2.	Reputation of the vendor and the vendor's goods or services.	15	15	15
	Findings:		Good reputation	Good reputation
3.	Quality of vendor's goods and services.	15	15	15
	Findings:		Both vendors are providing the same Ruckus gear and related equipment. FIT has a proven record of providing high quality WiFi products and services for the City.	Vyve will also provide the same Ruckus gear and related equipment. They also have a good reputation as a quality vendor.

	Evaluation Criteria Score Sheet	Max Points	Fiber Interactive Technologies	Vyve Business Services
4.	The extent to which the goods or services meet the city's needs.	25	25	25
	Findings: Please note that the Ruckus T310C (or equivalent) was the required technology outlined in the RFP since the current Avaya brand access points are no longer available for purchase or deployment.		FIT provided the Ruckus T310C WiFi access points and related technology which meets the requirements outlined in the RFP. Warranty, maintenance and service for 3 years included.	Vyve provided the Ruckus T710 WiFi access points which also meets the requirements of the RFP. Warranty, maintenance and service for 3 years included.
5.	Vendor's past relationship with the City.	20	20	5
	Findings:		FIT has been a stellar supplier of the WiFi services currently provided to the City and its residents. They provide excellent customer support and service too.	Vyve has a good reputation, but has not been a provider.
Maximum Total Points		100	100	60



Graber & Associates, PC
 2415 East Skelly Drive, Ste. 101
 Tulsa, Ok 74105-6006

Invoice

Date	Invoice #
7/1/2020	1904-8

Bill To
City of Pryor Creek Attn: Larry Lees P.O. Box 1167 Pryor Creek, Oklahoma 74362

Project #	Construction Cost	Architectual Fee	Percent Fee
1905-Library Reno...	\$2,000,000.00	\$110,000.00	5.5%

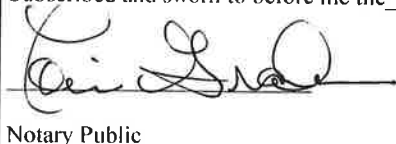
Phase of Work	% of Fee for Phase	Fee for Phase	% of Phase Complete	Fee Due for Phase
05 - Design Development	25%	\$27,500.00	100%	13,750.00
06 - Construction Documents	55%	\$60,500.00	100%	30,250.00
08 - Construction Admin.	20%	\$22,000.00	0	0.00
			Total	\$44,000.00

State of Oklahoma. County of Tulsa ss

The undersigned Architect, of lawful age, being first duly sworn, on oath says that his invoice is true and correct. Affiant further states that the services as shown by this invoice have been computed in accordance with the contract. Affiant further states that he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.


 Architect

Subscribed and sworn to before me the 1st day of JULY, 2020


 Notary Public





Graber & Associates, PC
 2415 East Skelly Drive, Ste. 101
 Tulsa, Ok 74105-6006

Invoice

Date	Invoice #
7/1/2020	1904-7

Bill To
City of Pryor Creek Attn: Larry Lees 12 North Rowe Pryor Creek, Oklahoma 74362

Project #	Construction Cost	Architectural Fee	Percent Fee
1904-Police & Fire	\$7,000,000.00	\$455,000.00	6.5%

Phase of Work	% of Fee for Phase	Fee for Phase	% of Phase Complete	Fee Due for Phase
05 - Design Development	25%	\$113,750.00	100%	16,250.00
06 - Construction Documents	55%	\$250,250.00	58%	20,735.00
08 - Construction Admin.	20%	\$ 91,000.00	0	0.00
			Total	\$36,985.00

State of Oklahoma, County of Tulsa ss

The undersigned Architect, of lawful age, being first duly sworn, on oath says that his invoice is true and correct. Affiant further states that the services as shown by this invoice have been computed in accordance with the contract. Affiant further states that he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.


 Architect

Subscribed and sworn to before me the 1ST day of JULY, 2020.


 Notary Public



**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, JULY 21ST, 2020 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 e-mailed to The Paper newspaper and e-mailed to the Council members.

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

Mayor Lees called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Jimmy Tramel. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Jon Ketcher, Choya Shropshire, Steve Smith, Randy Chitwood and Jimmy Tramel. Members absent: Dennis Nance, Briana Brakefield and Yolanda Thompson.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Police Chief Dennis Nichols, Assistant Police Chief James Willyard, Library Director Cari Rerat, Recreation Center Assistant Director Jerome Hopkins.

Others present: Police Captain Kevin Tramel, Police Officer Dustin VanHorn, Grand Gateway Representative Kendra McGeady, Retail Attractions Representative Rickey Hayes, Pat Richard, Jessica Long, Recreation Board member Rebecca Kemp, Steve Wyneken, Kimmie Shropshire and Terry Aylward.

2. PETITIONS FROM THE AUDIENCE. (LIMITED TO 5 MINUTES.)

Pat Richard spoke regarding the new Personnel Board members.

3. DEPARTMENT HEAD REPORTS IF NEEDED.

a. Building Inspector

No report.

b. Emergency Management

No report.

c. Fire

No report.

d. Golf

No report.

e. Library

Rerat provided a statistics sheet for the Council.

f. Parks / Cemetery

No report. Jimmy Tramel commended the Parks and Cemetery departments for the great job they did cleaning up after the storm.

g. Police

No report.

h. Recreation Center

No report.

i. Street

No report.

4. MAYOR'S REPORT:

a. Presentation by Grand Gateway Economic Development Association representative Kendra McGeady regarding Pelivan.

No action. Kendra McGeady spoke regarding Pelivan in Pryor Creek.

b. Discussion and possible action regarding the Agreement for Funding and Provision of Services between the City of Pryor Creek and Pelivan Transit (Grand Gateway Economic Development Association) in the amount of \$25,000.00.

Motion was made by Shropshire, second by Smith to approve the Agreement for Funding and Provision of Services between the City of Pryor Creek and Pelivan Transit (Grand Gateway Economic Development Association) in the amount of \$25,000.00. Voting yes: Ketcher, Shropshire, Smith, Chitwood, Tramel. Voting no: none.

c. Presentation by Retail Attractions representative Rickey Hayes.

Hayes stated that he had an extensive report, but he would prefer to give it in Executive Session.

d. Possible Executive Session pursuant to OKLA. STAT. Tit. 25 Section 307 (C)(11) for the purposes of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the jurisdiction of the City of Pryor Creek where the public disclosure of the matter discussed would interfere with the development of products or services or would violate the confidentiality of the business.

Motion was made by Ketcher, second by Shropshire to enter Executive Session pursuant to OKLA. STAT. Tit. 25 Section 307 (C)(11) for the purposes of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the jurisdiction of the City of Pryor Creek where the public disclosure of the matter discussed would interfere with the development of products or services or would violate the confidentiality of the business.

Motion was then made by Tramel, second by Chitwood to table this item until the full Council can be present. Voting yes: Smith. Voting no: Shropshire, Chitwood, Tramel, Ketcher. Motion failed.

After some discussion, they returned to the original motion by Ketcher, second by Shropshire to enter Executive Session. Voting yes: Smith, Chitwood, Tramel, Ketcher, Shropshire. Voting no: none.

e. Discussion and possible action regarding resuming regular session. No action taken during Executive Session.

Motion was made by Smith, second by Chitwood to resume regular session at 7:05 p.m. No action taken during Executive Session. Voting yes: Smith, Chitwood, Tramel, Ketcher, Shropshire. Voting no: none.

e. (2). Discussion and possible action regarding removing from the table Item 5.e. of the June 16th, 2020 Council agenda.

Motion was made by Shropshire, second by Smith to keep on the table Item 5.e. of the June 16th, 2020 Council agenda. Voting yes: Chitwood, Tramel, Ketcher, Shropshire, Smith. Voting no: none.

f. Discussion and possible action regarding contract renewal with Retail Attractions for Fiscal Year 2020-2021 in the amount of \$4,000.00 per month for twelve (12) months from General Outside Services Account #02-201-5075.

No action.

g. Discussion and possible action regarding hiring Jessica Long as Recreation Center Director at Range G, Step 2 (annual wage - \$55,550.00).

Motion was made by Chitwood, second by Shropshire to approve hiring Jessica Long as Recreation Center Director at Range G, Step 2 (annual wage - \$55,550.00) effective August 3rd, 2020. Council asked Long to share her vision for the Recreation Center going forward. Voting yes: Tramel, Ketcher, Shropshire, Smith, Chitwood. Voting no: none.

5. CITY ATTORNEY'S REPORT:

No report.

6. DISCUSS, POSSIBLY ACT ON CONSENT AGENDA.

(Items deemed non-controversial and routine in nature to be approved by one motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda.)

- a. Approve minutes of the July 7th, 2020 Council meeting.
- b. Approve payroll purchase orders through July 24th, 2020.
- c. Approve claims for purchase orders through July 21st, 2020.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	2020200115 - 2020200150	168,795.00
STREET & DRAINAGE	2020200102 - 1920192723	95,007.99
GOLF COURSE	2020200103 - 2020200108	10,169.18
CAPITAL OUTLAY	2020200085 - 2020200139	10,909.08
REAL PROPERTY ACQUIS.	2020200078 - 2020200098	1,241.25
RECREATION CENTER	2020200070 - 2020200071	14,975.41
E-911	2020200056 - 2020200057	33.08

DONATIONS CASH FUND	2020200060 - 2020200137	856.00
TOTAL		301,986.99
BLANKETS		
911162B	AT&T	15,000.00
911163B	EXPRESS SERVICES INC.	18,000.00
911165B	MIKE'S TIRE & CAR CARE	10,000.00
911166B	MUSKOGEE COMMUNICATION	7,500.00
911167B	PRYOR VETERINARY HOSPITAL	20,000.00
911168B	ROBERTS AUTO CENTER	20,000.00
911169B	VERIZON	12,000.00
911170B	VISUAL FORCE INC.	7,500.00
911171B	VISUAL FORCE INC.	4,000.00
911172B	WEX BANK	60,000.00
911173B	RCB BANK	58,277.34
911174B	BANK OF COMMERCE	59,082.54
911175B	WALMART COMMUNITY	1,500.00
911176B	XEROX FINANCIAL SERVICES	1,200.00
911177B	LOCKE SUPPLY CO.	500.00
911178B	PRYOR LUMBER	400.00
911179B	MUSKOGEE COMMUNICATION	600.00
911180B	KLA-MART	300.00
911181B	TRACTOR SUPPLY CREDIT	300.00
911182B	AUTOZONE COMMERCIAL	200.00
911183B	O'REILLY AUTOMOTIVE INC.	700.00
911184B	PRYOR AUTOMOTIVE SUPPLY	700.00
911185B	ADVANCE AUTO PARTS	200.00
911186B	VERIZON WIRELESS	3,414.12
911187B	JACKSON TRUCK REPAIR	2,500.00
911188B	ADVANCE AUTO PARTS	1,000.00
911189B	AUTOZONE COMMERCIAL	1,000.00
911190B	BARCO MUNICIPAL PRODUCTS	5,000.00
911191B	BATTERY OUTFITTERS INC.	1,000.00
911192B	C & R OIL CO.	20,000.00
911193B	CHOUTEAU LIME CO. INC.	1,000.00
911194B	DOLESE BROS. CO.	20,000.00
911195B	MR. J'S	2,000.00
911196B	MIKE'S TIRE & CAR CARE	1,000.00
911197B	O'REILLY AUTOMOTIVE INC.	2,000.00
911198B	PRYOR AUTOMOTIVE SUPPLY	4,000.00
911199B	PRYOR LUMBER	4,000.00
911200B	PRYOR STONE CO.	10,000.00
911201B	QUANTIE AUTO SUPPLY	1,000.00
911202B	SAFETY KLEEN	2,000.00
911203B	TRACTOR SUPPLY CREDIT	2,000.00
911204B	WALMART COMMUNITY	2,000.00
911205B	CASELLE INC.	15,000.00
911206B	JOHNNY L. JANZEN	15,233.40
TOTAL		413,107.40

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
- e. Approve June Appropriation Requests.
- f. Discussion and possible action regarding awarding the Wi-Fi extension bid for RFP20200610 Phase 7a and 7b to Fiber Interactive Technologies in the amount of \$200,207.26 to be paid from Google Wi-Fi Account #46-465-5422. Other bid received: Vyve Broadband in the amount of \$501,980.78.
- g. Discussion and possible action regarding reappointment of Bill Kannegiesser to Seat #1 of the Park Board, term ending July 31st, 2023.
- h. Discussion and possible action regarding reappointment of Lori Siever to Seat #5 of the Park Board, term ending July 31st, 2023.
- i. Discussion and possible action regarding nomination of Dick Holmes for Recreation Center Board Seat #1, term ending August 31st, 2023.
- j. Discussion and possible action regarding promotion of John Trout from B Operator (Range C, Step 2) to A Operator (Range D, Step 2) at the Pryor Creek Street Department, effective November 28th, 2020, which is the first pay period following his two-year anniversary.
- k. Discussion and possible action regarding expenditure in the amount of \$98,044.00 to Premier Truck Group Tulsa at State contract price for the purchase of a 2021 Freightliner 25,500 GVW M2-106 W/10' Dump Bed for the Pryor Creek Street Department from Street Capital Outlay Account #14-145-5411.
- l. Discussion and possible action regarding an expenditure in the amount of \$6,868.56 to Dell Technologies at State contract price for computer mount packages for the Pryor Creek Police Department from Police Equipment Capital Outlay Account #44-445-5424.
- m. Discussion and possible action regarding an expenditure in the amount of \$19,008.27 to Dell Technologies at State contract price for thirty-one (31) Havis Dell DS-Dell 412 Docking Stations for the Police Department. These docking stations are for the laptops that were

purchased through the District Attorney's Council COVID Grant. From Police Equipment Capital Outlay Account #44-445-5424.

- n. Discussion and possible action regarding approval of revised job descriptions for the Thomas J. Harrison Pryor Public Library.
- o. Discussion and possible action regarding approval of reclassification of R. Scott McCall from Librarian 1 (Range B, Step 1) to Librarian 2 (Range C, Step 2) effective August 3rd, 2020 considering his additional responsibilities as Collection Development & Systems Librarian.
- p. Discussion and possible action regarding an expenditure in the amount of \$6,753.66 to SHI International Corporation for new computers, monitors, and a laptop from Library State Aid Account #92-925-5233.

The total quote breaks down as follows:

- \$5,128.74 for nine HP ProDesk 600 G4 mini desktop computers (other bids received: Amazon.com \$5,391.00; Walmart.com \$6,299.91)
 - \$963.09 for nine HP P224 LED monitors (other bids received: Amazon.com \$1,034.91; Walmart.com \$1,034.91)
 - \$661.83 for an HP 250 G7 laptop (other bids received: Walmart.com \$683.35; Newegg.com \$679.00)
- q. Discussion and possible action regarding an expenditure in the amount of \$4,940.00 to GovQA for annual Community Development Services from General Software Account #02-201-5260.
 - r. Discussion and possible action regarding an expenditure in the amount of \$44,000.00 to Graber and Associates, PC, Architects for Library Renovation Project, from General Unallocated Reserve and Excess Account #02-201-5041. This payment corresponds with a previously-agreed-upon payment-in-phases schedule as the percentage of the phase is completed. After this payment is logged, 100% of the Design Development phase and 100% of the Construction Documents are complete.
 - s. Discussion and possible action regarding an expenditure in the amount of \$36,985.00 to Graber and Associates, PC, Architects for Police and Fire Emergency Center Project, from General Unallocated Reserve and Excess Account #02-201-5041. This payment corresponds with a previously-agreed-upon payment-in-phases schedule as the percentage of the phase is completed. After this payment is logged, 100% of the Design Development phase, 58% of the Construction Documents and 0% of the Construction Administration Fee are complete.
 - t. Discussion and possible action regarding an expenditure in the amount of \$6,996.00 to Home Depot Pro Institutional for four (4) Victory Electric Backpack Sprayers at a cost of \$1,749.00 each, one (1) each for Police Department from Police Supplies - General Account #02-215-5032, Golf Course from Golf Supplies - General Account #41-415-5032, Library from Library Non-Book Materials Account #02-221-5032 and Park Department from Park Supplies - General Account #02-219-5032. These items are purposed for use as sanitation equipment resulting from COVID-19 mitigation and are eligible for reimbursement from the CARES Act Coronavirus Relief Fund.
 - u. Discussion and possible action regarding payment of \$4,200.17 + additional \$500.00 deductible to Champion Collision for the repair of a 2018 Ford Explorer deer strike on May 27th, 2020, from Police Repair and Maintenance Account #02-215-5091. The City of Pryor Creek has already received insurance reimbursement from OMAG in the amount of \$4,200.17.

Motion was made by Chitwood, second by Smith to approve items a – u, less items f, l, m, p, r, s and t.

Voting yes: Ketcher, Shropshire, Smith, Chitwood, Tramel. Voting no: none.

f. Discussion and possible action regarding awarding the Wi-Fi extension bid for RFP20200610 Phase 7a and 7b to Fiber Interactive Technologies in the amount of \$200,207.26 to be paid from Google Wi-Fi Account #46-465-5422. Other bid received: Vyve Broadband in the amount of \$501,980.78.

Motion was made by Tramel, second by Shropshire to table awarding the Wi-Fi extension bid for RFP20200610 Phase 7a and 7b to Fiber Interactive Technologies in the amount of \$200,207.26 to be paid from Google Wi-Fi Account #46-465-5422. Other bid received: Vyve Broadband in the amount of \$501,980.78. Voting yes: Shropshire, Smith, Chitwood, Tramel, Ketcher. Voting no: none.

l. Discussion and possible action regarding an expenditure in the amount of \$6,868.56 to Dell Technologies at State contract price for computer mount packages for the Pryor Creek Police Department from Police Equipment Capital Outlay Account #44-445-5424.

Motion was made by Chitwood, second by Smith to approve an expenditure in the amount of \$6,868.56 to Dell Technologies at State contract price for computer mount packages for the Pryor Creek Police Department from Police Equipment Capital Outlay Account #44-445-5424. Voting yes: Smith, Chitwood, Tramel, Ketcher, Shropshire. Voting no: none.

m. Discussion and possible action regarding an expenditure in the amount of \$19,008.27 to Dell Technologies at State contract price for thirty-one (31) Havis Dell DS-Dell 412 Docking Stations for the

Police Department. These docking stations are for the laptops that were purchased through the District Attorney's Council COVID Grant. From Police Equipment Capital Outlay Account #44-445-5424. Motion was made by Shropshire, second by Chitwood to approve an expenditure in the amount of \$19,008.27 to Dell Technologies at State contract price for thirty-one (31) Havis Dell DS-Dell 412 Docking Stations for the Police Department. These docking stations are for the laptops that were purchased through the District Attorney's Council COVID Grant. From Police Equipment Capital Outlay Account #44-445-5424. Voting yes: Chitwood, Tramel, Ketcher, Shropshire, Smith. Voting no: none.

p. Discussion and possible action regarding an expenditure in the amount of \$6,753.66 to SHI International Corporation for new computers, monitors, and a laptop from Library State Aid Account #92-925-5233.

The total quote breaks down as follows:

- **\$5,128.74 for nine HP ProDesk 600 G4 mini desktop computers (other bids received: Amazon.com \$5,391.00; Walmart.com \$6,299.91)**
- **\$963.09 for nine HP P224 LED monitors (other bids received: Amazon.com \$1,034.91; Walmart.com \$1,034.91)**
- **\$661.83 for an HP 250 G7 laptop (other bids received: Walmart.com \$683.35; Newegg.com \$679.00)**

Motion was made by Chitwood, second by Smith to approve an expenditure in the amount of \$6,753.66 to SHI International Corporation for new computers, monitors, and a laptop from Library State Aid Account #92-925-5233.

The total quote breaks down as follows:

- \$5,128.74 for nine HP ProDesk 600 G4 mini desktop computers (other bids received: Amazon.com \$5,391.00; Walmart.com \$6,299.91)
- \$963.09 for nine HP P224 LED monitors (other bids received: Amazon.com \$1,034.91; Walmart.com \$1,034.91)
- \$661.83 for an HP 250 G7 laptop (other bids received: Walmart.com \$683.35; Newegg.com \$679.00).

Voting yes: Tramel, Ketcher, Shropshire, Smith, Chitwood. Voting no: none.

r. Discussion and possible action regarding an expenditure in the amount of \$44,000.00 to Graber and Associates, PC, Architects for Library Renovation Project, from General Unallocated Reserve and Excess Account #02-201-5041. This payment corresponds with a previously-agreed-upon payment-in-phases schedule as the percentage of the phase is completed. After this payment is logged, 100% of the Design Development phase and 100% of the Construction Documents are complete.

Motion was made by Tramel, second by Smith to table an expenditure in the amount of \$44,000.00 to Graber and Associates, PC, Architects for Library Renovation Project, from General Unallocated Reserve and Excess Account #02-201-5041. This payment corresponds with a previously-agreed-upon payment-in-phases schedule as the percentage of the phase is completed. After this payment is logged, 100% of the Design Development phase and 100% of the Construction Documents are complete. Voting yes: Ketcher, Shropshire, Smith, Chitwood, Tramel. Voting no: none.

s. Discussion and possible action regarding an expenditure in the amount of \$36,985.00 to Graber and Associates, PC, Architects for Police and Fire Emergency Center Project, from General Unallocated Reserve and Excess Account #02-201-5041. This payment corresponds with a previously-agreed-upon payment-in-phases schedule as the percentage of the phase is completed. After this payment is logged, 100% of the Design Development phase, 58% of the Construction Documents and 0% of the Construction Administration Fee are complete.

Motion was made by Tramel, second by Smith to table an expenditure in the amount of \$36,985.00 to Graber and Associates, PC, Architects for Police and Fire Emergency Center Project, from General Unallocated Reserve and Excess Account #02-201-5041. This payment corresponds with a previously-agreed-upon payment-in-phases schedule as the percentage of the phase is completed. After this payment is logged, 100% of the Design Development phase, 58% of the Construction Documents and 0% of the Construction Administration Fee are complete. Voting yes: Shropshire, Smith, Chitwood, Tramel. Voting no: Ketcher.

t. Discussion and possible action regarding an expenditure in the amount of \$6,996.00 to Home Depot Pro Institutional for four (4) Victory Electric Backpack Sprayers at a cost of \$1,749.00 each, one (1) each for Police Department from Police Supplies - General Account #02-215-5032, Golf Course from Golf Supplies - General Account #41-415-5032, Library from Library Non-Book Materials Account #02-221-5032 and Park Department from Park Supplies - General Account #02-219-5032. These items are purposed for use as sanitation equipment resulting from COVID-19 mitigation and are eligible for reimbursement from the CARES Act Coronavirus Relief Fund.

Motion was made by Smith, second by Chitwood to approve an expenditure in the amount of \$6,996.00 to Home Depot Pro Institutional for four (4) Victory Electric Backpack Sprayers at a cost of \$1,749.00 each, one (1) each for Police Department from Police Supplies - General Account #02-215-5032, Golf Course from

Golf Supplies - General Account #41-415-5032, Library from Library Non-Book Materials Account #02-221-5032 and Park Department from Park Supplies - General Account #02-219-5032. These items are purposed for use as sanitation equipment resulting from COVID-19 mitigation and are eligible for reimbursement from the CARES Act Coronavirus Relief Fund.

Motion and second were then amended to change the Library account to Library Repair and Maintenance Account #02-221-5091. Voting yes: Smith, Chitwood, Tramel, Ketcher, Shropshire. Voting no: none.

7. COMMITTEE REPORTS:

a. Budget and Personnel (Brakefield)

No report.

b. Ordinance and Insurance (Shropshire)

Shropshire asked that they receive the agenda and packet by the last day of the week before the Council meeting. He would like to schedule an Ordinance and Insurance meeting on July 28th to discuss this.

c. Street (Smith)

Nothing at this time. Smith stated that he appreciated what everyone has been doing to clean up after the storm.

8. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

9. ADJOURN.

Motion was made by Ketcher, second by Chitwood to adjourn. Voting yes: Chitwood, Tramel, Ketcher, Shropshire, Smith. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 7:50 p.m.

2. APPROVE MINUTES OF JULY 7TH, 2020 MEETING.

Motion was made by Chitwood, second by Shropshire to approve minutes of July 7th, 2020 meeting. Voting yes: Tramel, Ketcher, Shropshire, Smith, Chitwood. 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 Ketcher, second by Smith to adjourn. Voting yes: Ketcher, Shropshire, Smith, Chitwood, Tramel. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN LARRY LEES

MINUTES WRITTEN BY CITY CLERK / P.P.W.A. SECRETARY EVA SMITH

Ronald G. Kolker, CPA

Jeffrey D. Kolker, CPA

July 21, 2020

Honorable Mayor and Board
City of Pryor Creek

PROPOSAL

Kolker & Kolker, Inc. proposes to do the following for the year ending June 30, 2020:

1. Adjust books for the year for preparation of GASB financial statements including ascertaining that all accounts are balanced, recorded and accruals, etc. are made
2. Assist in preparing budget and preparation of estimate of needs
3. Preparation of SA & I report
4. Preparation of Highway Report
5. Assist as necessary in the preparation of the State Library Report
6. Capitalizing assets on depreciation schedules and computing depreciation or assisting City Clerk's office in performing these functions

Drafting the financial statements in accordance with GASB and all required notes and disclosures and assist with management discussion and analysis and typing such statements and furnishing to the Auditors

Additionally, Kolker & Kolker, Inc. proposes to do the following through June 30, 2021:

1. Attendance at Budget Committee meetings as requested by the Mayor or Committee
2. Present a status report for all funds at Budget Committee meetings as requested
3. Be available to City personnel, Mayor and Council for questions and consultations. This pertains to all department heads, including advisory boards such as golf, recreation center, etc.

4. Attendance at Council Meetings during the year as requested
5. Analysis of the financial position of all funds at December 31, 2020

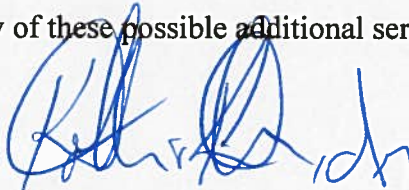
We propose to charge \$25,000 for the year ending June 30, 2021. The \$25,000 is payable as follows:

July and August, 2020	\$5,900 per month
September, October, November, 2020 & June, 2021	\$2,100 per month
Remaining 6 months	\$ 800 per month

There are several items that could result in additional fees:

1. If expenditures for governmental grants (including FEMA) exceed \$500,000 a "Single Audit" will have to be performed. This will require obtaining information on all of the grants and additional schedules in the financial statements.
2. Additional work requested on projects requested by the Mayor and/or Council.

I will consult with you before billing for any of these possible additional services.



Kolker & Kolker, Inc.



July 23, 2020

City of Pryor Creek
12 North Rowe Street
Pryor, OK 74362

**RE: Dog Pound Road and SW 9th St. Box and Pavement Project
PRY20-01**

Dear Mayor and Council,

The above referenced project conducted a pre-construction scheduling and materials selection meeting on July 23, 2020. During this meeting, it was confirmed that the bid item: "Removal of Structures" that was struck from the bids by email Addendum prior to bid opening and subsequently bid as \$0.00 by all bidders, did so creating the non-pay item situation. The Engineer believed that removal of this item removed a duplicate bid item and to avoid the possibility of all the bids not accurately reflecting the extent of the work or moving such bid tasks to other pay items, instructed the plan holders to place a \$0.00 amount in this item.

Subsequently, it was determined that the item was not a duplicate and should have been a part of Schedule II – SW 9th St. Box Culvert Piping Replacement. The Engineer by removing the item insured all bids accurately reflected the work tasks and would address this work by change order with the selected bidder.

By this letter, we are requesting the Council approve the increase in the contract amount by \$9,800.00 to cover all work tasks covered by this bid item. It was estimated this item would be approximately \$12,400.00 and this contractor has provided a quote of less than the estimate.

In addition, we discussed the possibility of City crews assisting in this work task by removing the pipes separately with the contractor only responsible for removal of the pavement above the pipes. The coordination issue of a contractor starting – stopping – (city crews move in) – starting again which would create the delay and lengthen the time SW 9th St. would need to be closed, seemed to further discredit this option. The Contractor indicated that the above fee is based on one move in and his continuous progress on the project. He would ask for additional fees to mobilize twice for this job. All of this considered, we recommend the above change order and allow the contractor to complete all items of work with continuous progress.

If you have any questions concerning this project, please do not hesitate to contact us at (918) 664-5500.

Respectfully submitted,


Steve Powell, P.E.

Project Manager
Project # PRY 19-01

Change Order

No. 1

Date of Issuance: August 4, 2020 Effective Date: August 4, 2020

Project: Dog Pound Road Bridge Improv.	Owner: City of Pryor Creek, OK.	Owner's Contract No.: PRY 20-01
Contract: Dog Pound Road SW 9 th St. Box Culvert and Pavement Repair Project		Date of Contract: 7-6-20
Contractor: American Native Ventures, Inc., Muskogee, OK. 74402		Engineer's Project No.: PRY 20-01

The Contract Documents are modified as follows upon execution of this Change Order:

Description: The addition of a pay item to remove structures and obstructions including pavement and existing Piping that was omitted in the original bid items. This work must be done to accomplish the improvements.

Attachments: (List documents supporting change): See the attached letter from the engineer

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$422,974.00

[Increase] [Decrease] from previously approved Change Orders No. N/A:

\$0.00

Contract Price prior to this Change Order:

\$422,974.00

[Increase] [Decrease] of this Change Order:

N/C
\$9,800.00

Contract Price incorporating this Change Order:

120 \$432,774.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): November 27, 2020

Ready for final payment (days or date): November 27, 2020

[Increase] [Decrease] from previously approved Change Orders No. N/A:

Substantial completion (days): 120 calendar days

Ready for final payment (days): November 27, 2020

Contract Times prior to this Change Order:

Substantial completion (days or date): 120

Ready for final payment (days or date): November 27, 2020

[Increase] [Decrease] of this Change Order: N/C

Substantial completion (days or date): _____

Ready for final payment (days or date): November 27, 2020

Contract Times with all approved Change Orders:

Substantial completion (days or date): 120

Ready for final payment (days or date): November 27, 2020

RECOMMENDED:

By: Steve A. Powell
Steve A. Powell, PE
Engineer (Authorized Signature)

Date: 7/23/20

ACCEPTED:

By: _____
Larry Lees, Mayor
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
John Haynes Reynolds, Manager
Contractor (Authorized Signature)

Date: _____

Golf Course Green Fees

Cherokee Hills Golf Club

Weekday/Weekend \$60

Battle Creek

Weekday: \$32 Weekend: \$37+tax

Bailey Ranch

Weekday: \$30 Weekend: \$30

LaFortune

Weekday: \$26 Weekend: \$30

Cherokee Springs

Weekday: \$23 Weekend: \$28

Heritage Hills

Weekday: \$23 Weekend: \$25

Pryor Creek Golf Course

Weekday: ^{+2.00}\$22.50 Weekend: ^{+2.00}\$23.50

Mohawk Park

Weekday: \$19 Weekend: \$23

Sequoyah State Park

Weekday/Weekend: \$12.09

Grand Cherokee

Weekday/Weekend \$12.01

- 1) Rates -
- 2) House -
- 3) Supt. - $\frac{16.77}{HR}$ 35,450
 Mechanic - $\frac{33.000}{HR}$ 15.50/HR 137,220
- 4) New CARTS - seek FUNDING @ 26,000

Invoice #
21839

18311 W. 10 Mile #200 | Southfield MI 48075
 248-569-6440
 www.equature.com

Bill To	Ship To
Accounts Payable Pryor Police Department 214 S Mill Street Pryor OK 74361 United States	Chief Dennis Nichols Pryor Police Department 214 S Mill Street Pryor OK 74361 United States

Terms	PO #	Account #	MA Start Date	MA End Date
Due on receipt	M/A EQ (3/5)	506494	7/25/2020	7/24/2021

Item	MA Qty	Description	Unit Price	Serial Numbers	Amount
M/A Recorders	1	Maintenance Agreement from 7/25/2020 through 7/24/2021 on:	3,400.00		3,400.00
M/A Recorders	1	EQAIS4U EQAIS4U Equature 4U Expandable Chassis Viewpoint - Site License Proactive Monitor & Support Package Redundant Power Supply Internal RAID 1 - 180,000 Hours External RAID 1 - 50,000 Hours	0.00	EQ300182	0.00
M/A Recorders	1	EQLDA16 EQLDA16 LD1609 16-Port Analog Recording card	0.00		0.00
M/A Recorders	16	EQTR001 EQTR001 Voice Equature Voice Capture license per device - requires digital / analog recording cards	0.00		0.00
M/A Recorders	1	EQSPSVR EQSPSVR Server Equature Speech Server License	0.00		0.00
M/A Recorders	4	EQSPD001 EQSPD001 Device Equature Speech Analytics - Device License	0.00		0.00
M/A Recorders	1	EQANI EQANI Data Feed External Data feed integration for Equature. Includes ANI/ALI and SMDR/CDR records	0.00		0.00
M/A Recorders	1	5-Year Maintenance Program Includes: -Hardware Components -EQ Software Updates -Technical Support -Remote Monitoring Billed annually. 2020-2021: Year 3 of 5	0.00		0.00

To insure continued coverage, please pay by maintenance start date. If payment is not received by maintenance start date, services will be discontinued. Credit card accepted for payment with an additional 3% surcharge.	Total	\$3,400.00
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Pryor Creek Police Department



Equipment Proposal
 Attn: Kevin Tramal
 07/22/2020



Proposed Equipment	State of Oklahoma Contract
<p><u>New Canon IR-DX C5740 Full Color (40PPM)</u> Police Department Downstairs Unit (4) 550 Sheet Paper Drawers Print/Scan/Copy/Fax Scan to Word/Excel Mobile Print</p> <div style="text-align: center; margin: 10px 0;">  </div> <p><i>*Same Machine as City Hall</i></p>	<p><u>63 Month Muni Lease</u> \$120.21/Unit</p>
<p><u>New Canon IR-DX C5735 Full Color (35PPM)</u> Police Department Upstairs Unit (4) 550 Sheet Paper Drawers Print/Scan/Copy Scan to Word/Excel Mobile Print</p> <div style="text-align: center; margin: 10px 0;">  </div> <p><u>Option:</u> Inner Finisher/Stapler: \$12.81</p>	<p><u>63 Month Muni Lease</u> \$99.00/Unit</p>
<p><u>New Canon C356IF Full Color (36PPM)</u> Animal Shelter 550 Sheet Paper Drawer Print/Scan/Copy/Fax Scan to Word/Excel Mobile Print</p> <div style="text-align: center; margin: 10px 0;">  </div>	<p><u>63 Month Muni Lease</u> \$46.00/Unit</p>

Premier Supply Service Program

Covers all Service, Supplies, and Toner. Excludes Paper and Staples

Canon IR -DX C5740 / Canon IR DX-C5735
 \$32.00 Monthly with 4,000 B&W Prints. Overages Billed @ .008
 All Color Billed @ .05

Canon C356IF
 \$25.00 Monthly with 2,000 B&W Prints. Overages Billed @ .012.
 All Color Billed @ .07

Mike Booe
 mbooe@lakelandoffice.com
 417-629-2080



Lease Pricing PROPOSAL



Presented to PRYOR POLICE DEPARTMENT

By Edgar Silkey

On 7/28/2020

For installation at:

214 S MILL ST

PRYOR, OK

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	<ul style="list-style-type: none"> - 1 Line Fax - Office Finisher - 2/3 Hole Punch - Wireless Kit - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox 7830 CONTRACT/EXCEPTION S/N MX1217586 Trade-In as of Payment 58	8/17/2020
2. C8135H2 (XEROX C8135H2)	<ul style="list-style-type: none"> - Wireless Kit - 1 Line Fax - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox 7830P S/N MX1217587 Trade-In as of Payment 58	8/17/2020

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H2	\$157.19	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	

All information in this proposal is considered confidential and is for the sole use of PRYOR POLICE DEPARTMENT. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement.

Pricing is subject to credit approval and is valid until 8/27/2020.

For any questions, please contact me at (918)665-5502

ACCEPTANCE

Acceptance of this agreement by Lakeland Office Systems, Inc., herein after referred to as LOS, is contingent upon the absence of any mathematical error and upon consistency with LOS's then current prices. Unless the Customer is advised to the contrary within 15 days from the signing of this Agreement, this Agreement is accepted by LOS as written, and is in full force and effect on the date signed by LOS. It is understood that the equipment covered by this Agreement is in good condition at time of acceptance of Agreement. This Agreement shall not be deemed in force and operable until accepted and approved by a LOS Corporate officer. By providing mailing address, email address, telephone number and fax number I consent to receive communications sent by or on behalf of LOS by way of the U.S. mail, email, telephone, or fax. I understand that in accordance with this privacy statement, LOS will not share any of the below information with any outside organizations. I understand that I may revoke this consent by contacting LOS in writing and allowing them 30 days to change my status.

TERM

This Agreement will remain in force from service commencement date until expiration of agreed term listed on front of document, and will automatically renew without thirty day prior written notice. The Customer cannot terminate this Agreement or withdraw any machine from this Agreement without written consent from LOS and may forfeit all or some of contract price. LOS reserves the right to increase contract charges on an annual basis.

SERVICE AVAILABILITY

LOS will provide service availability during LOS's normal business hours while the machine is located at the address on the face of this Agreement. This service to keep the machine(s) in good working order includes maintenance based upon the specific needs of the individual machine as determined by LOS, and unscheduled, on call remedial maintenance. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by LOS. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of LOS. Service provided under this Agreement does not assure uninterrupted operation of the machine(s).

CHARGES

The customer agrees to pay the Maintenance Charge as shown on the face of this Agreement in accordance with the current practice then in effect, from the Service Commencement Date up to, but not including the first day of the Renewal Month.

If the Customer requests service to be performed at a time outside LOS's normal business hours, there will be no additional charge for maintenance parts; however, the service, if available, will be furnished at LOS's applicable hourly rates and term then in effect.

Changes in machine specifications may result in an adjustment of the Service Charge. Such adjustment will become effective upon the installation of the specification change.

Customer agrees to;

- a) Provide LOS with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
- b) Pay additional .0025 cents per scan.
- c) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or LOS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.

TAXES

In addition to the charges due under this Agreement, the Customer agrees to pay amount equal to and taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based upon net income.

INVOICING

The Service Charge and Zone Charge, if any, will be invoiced in advance. Payment shall be due within 10 days after the date of the invoice. All other charges due hereunder are payable as specified in the invoice. The Service Charge and Zone Charge, if any, for a partial month's service will be prorated on the basis of a 30 day month.

EXCLUSIONS

Service provided by LOS under this Agreement does not include:

- a) repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by LOS including, but not limited to, the failure of adequate electrical power, air conditioning or humidity control.
- b) repair of damage or increase in service time caused by the use of the machines for other than ordinary use for which designed.
- c) repair of damage or increase in service time caused by the use of supplies that do not meet OEM specifications.
- d) repair of damage or increase of service time caused by; accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and

lightning; transportation; neglect or misuse; alterations, which shall include, but not be limited to, any deviation from said machines original physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnection to said machine or no LOS equipment and devices, not supplied by LOS.

- e) furnishing supplies (as designated by LOS) or accessories, painting or refinishing the machine(s) or furnishing material therefore inspecting altered machine(s), making specification changes or performing services connected with relocation of machine(s), or adding or removing accessories, attachments or other devices.
- f) electrical work external to the machines or maintenance of accessories, alterations, attachments or other devices not furnished by LOS, and such service which is impractical for LOS to render because of alterations in, or attachments to the machines.
- g) circuit board failures, print boards, fax boards, & scanner boards, unless an LOS approved surge protection device is installed in line with the listed equipment.
- h) replacement or repair of any external network devices; to include, but not to be limited to; software, OS software, drivers, updates, cabling or hardware outside of the equipment under contract that was NOT a part of the original installation of the covered device. Service if available will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.
- i) network changes or modifications made on clients' network system, by the client, that alter or inhibit the operation of the serviced equipment. Service to restore full functionality to the serviced equipments network applications, if available, will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.

ACCESS TO MACHINES

LOS shall have full and free access to the machine(s) to provide service thereon.

If person other than LOS representatives shall perform maintenance or repair of a machine, and as a result further repair by LOS is required, such further repairs will be made at LOS's applicable time and material rates and terms then in effect. If such additional repair is required, LOS may withdraw the machine from this Agreement upon 30 days prior written notice to the Customer following any repetition of the need for additional repair of such machine caused by non LOS service activity.

DISCLAIMER AND LIMITATION OF LIABILITY

In no event will LOS be liable for lost profits, or other consequential damages, even if LOS has been advised of the possibility of such damages or for any claim against the customer by any other party.

GENERAL

Subject to the terms of the following paragraph, LOS may modify the terms and conditions of this Agreement effective on the Renewal Month by providing the Customer with one month's prior written notice.

Any such modification will apply unless the Customer exercises the option to terminate this Agreement or withdraw the machine(s) affected by such modifications. Otherwise, this Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and LOS and variance from the terms and conditions of this Agreement in any customer order or other written modification will be of no effect.

LOS's services provided outside the scope of this Agreement will be furnished at LOS's -applicable time and material rates and terms, then in effect.

LOS is not responsible for failure to render service due to causes beyond its control.

Either party may withdraw any machine or all machines from this agreement for failure of the other to comply with any of its terms and conditions, including withdrawal of any individual machine by LOS when the customer is in default for payment of service not covered under this Agreement, when such service was provided by LOS for that machine.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment.

This Agreement will be governed by the laws of the states in which we operate.

Service is our business!!! This contract is a commitment to your business from our business. Have questions? Call us at (800) 798-8606 or e-mail us at dispatch@lakelandoffice.com

ACCEPTANCE

Acceptance of this agreement by Lakeland Office Systems, Inc., herein after referred to as LOS, is contingent upon the absence of any mathematical error and upon consistency with LOS's then current prices. Unless the Customer is advised to the contrary within 15 days from the signing of this Agreement, this Agreement is accepted by LOS as written, and is in full force and effect on the date signed by LOS. It is understood that the equipment covered by this Agreement is in good condition at time of acceptance of Agreement. This Agreement shall not be deemed in force and operable until accepted and approved by a LOS Corporate officer. By providing mailing address, email address, telephone number and fax number I consent to receive communications sent by or on behalf of LOS by way of the U.S. mail, email, telephone, or fax. I understand that in accordance with this privacy statement, LOS will not share any of the below information with any outside organizations. I understand that I may revoke this consent by contacting LOS in writing and allowing them 30 days to change my status.

TERM

This Agreement will remain in force from service commencement date until expiration of agreed term listed on front of document, and will automatically renew without thirty day prior written notice. The Customer cannot terminate this Agreement or withdraw any machine from this Agreement without written consent from LOS and may forfeit all or some of contract price. LOS reserves the right to increase contract charges on an annual basis.

SERVICE AVAILABILITY

LOS will provide service availability during LOS's normal business hours while the machine is located at the address on the face of this Agreement. This service to keep the machine(s) in good working order includes maintenance based upon the specific needs of the individual machine as determined by LOS, and unscheduled, on call remedial maintenance. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by LOS. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of LOS. Service provided under this Agreement does not assure uninterrupted operation of the machine(s).

CHARGES

The customer agrees to pay the Maintenance Charge as shown on the face of this Agreement in accordance with the current practice then in effect, from the Service Commencement Date up to, but not including the first day of the Renewal Month.

If the Customer requests service to be performed at a time outside LOS's normal business hours, there will be no additional charge for maintenance parts; however, the service, if available, will be furnished at LOS's applicable hourly rates and term then in effect.

Changes in machine specifications may result in an adjustment of the Service Charge. Such adjustment will become effective upon the installation of the specification change.

Customer agrees to;

- a) Provide LOS with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
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TAXES

In addition to the charges due under this Agreement, the Customer agrees to pay amount equal to and taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based upon net income.

INVOICING

The Service Charge and Zone Charge, if any, will be invoiced in advance. Payment shall be due within 10 days after the date of the invoice. All other charges due hereunder are payable as specified in the invoice. The Service Charge and Zone Charge, if any, for a partial month's service will be prorated on the basis of a 30 day month.

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Service provided by LOS under this Agreement does not include:

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- b) repair of damage or increase in service time caused by the use of the machines for other than ordinary use for which designed.
- c) repair of damage or increase in service time caused by the use of supplies that do not meet OEM specifications.
- d) repair of damage or increase of service time caused by; accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and

lightning; transportation; neglect or misuse; alterations, which shall include, but not be limited to, any deviation from said machines original physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnection to said machine or no LOS equipment and devices, not supplied by LOS.

- e) furnishing supplies (as designated by LOS) or accessories, painting or refinishing the machine(s) or furnishing material therefore inspecting altered machine(s), making specification changes or performing services connected with relocation of machine(s), or adding or removing accessories, attachments or other devices.
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- g) circuit board failures, print boards, fax boards, & scanner boards, unless an LOS approved surge protection device is installed in line with the listed equipment.
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DISCLAIMER AND LIMITATION OF LIABILITY

In no event will LOS be liable for lost profits, or other consequential damages, even if LOS has been advised of the possibility of such damages or for any claim against the customer by any other party.

GENERAL

Subject to the terms of the following paragraph, LOS may modify the terms and conditions of this Agreement effective on the Renewal Month by providing the Customer with one month's prior written notice.

Any such modification will apply unless the Customer exercises the option to terminate this Agreement or withdraw the machine(s) affected by such modifications. Otherwise, this Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and LOS and variance from the terms and conditions of this Agreement in any customer order or other written modification will be of no effect.

LOS's services provided outside the scope of this Agreement will be furnished at LOS's -applicable time and material rates and terms, then in effect.

LOS is not responsible for failure to render service due to causes beyond its control.

Either party may withdraw any machine or all machines from this agreement for failure of the other to comply with any of its terms and conditions, including withdrawal of any individual machine by LOS when the customer is in default for payment of service not covered under this Agreement, when such service was provided by LOS for that machine.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment.

This Agreement will be governed by the laws of the states in which we operate.

Service is our business!!! This contract is a commitment to your business from our business. Have questions? Call us at (800) 798-8606 or e-mail us at dispatch@lakelandoffice.com

11. MAINTENANCE; ALTERATIONS: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. In connection with the payment of any fees, assessments, taxes, expenses or charges by Customer as required by this Agreement, upon CFS' request, Customer shall provide CFS with evidence of such payment, such evidence to be satisfactory to CFS in its sole discretion. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; *plus* (ii) the present value of all remaining Payments for the full term of this Agreement; *plus* (iii) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days' after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement, CFS and any of its affiliates may make a profit on the foregoing.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS (such replacement equipment will become "Equipment" and be subject to the terms of this Agreement including without limitation the security interest granted to CFS under this Agreement) or (b) pay CFS the Remaining Lease Balance.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

16. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement; (b) to terminate any and all agreements with Customer, (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, CFS shall act as Customer's agent for purposes of keeping a written record of such transfer in accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended, and upon Customer request CFS shall deliver the new assignee's name to Customer. Customer agrees that if CFS transfers this Agreement, the assignee will have the

same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

19. RETURN: If Customer terminates the lease of any Equipment as described in the Fiscal Funding provision hereof, Customer shall return such Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

20. OWNERSHIP OF EQUIPMENT: Title to the Equipment shall pass to the Customer "AS-IS WHERE-IS" without any warranties of any kind, upon commencement of the Agreement. As security for the due payment and performance of all of its obligations hereunder, Customer hereby grants to CFS, its successors and assigns, a first priority security interest in the Equipment, which security interest shall only be released upon proper notice and payment by Customer of all amounts due hereunder.

21. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

22. MAXIMUM INTEREST: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded.

23. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

24. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

25. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

26. GOVERNMENT USE: Customer agrees that (a) Customer will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to CFS of information reporting statements requested by CFS, (b) Customer will not do, cause to be done, or fail to do any act if such act will cause the interest portion of the Payments to be or to become subject to Federal income taxation, and (c) the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to clause (c) above.

27. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

28. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.



CANON FINANCIAL SERVICES, INC. ("CFS")
 Remittance address: 14904 Collections Center Drive
 Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL FINANCE AGREEMENT
 CFS-1045 (05/17)

CFS' AGREEMENT NUMBER

CUSTOMER (FULL LEGAL NAME) Pryor, City of	DBA City of Pryor Police Department	PHONE ("Customer") (918) 825-1212
BILLING ADDRESS PO Box 1167	CITY Pryor	COUNTY Mayes
EQUIPMENT ADDRESS 214 S Mill Street	CITY Pryor	STATE OK
	COUNTY Mayes	ZIP 74362
		STATE OK
		ZIP 74361*

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
1		Canon IR DX C5740i	63	219.21
1		Canon IR-C5535i III		
TERM: 63 months			PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	
			* Plus Applicable Taxes	

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN, THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED	AUTHORIZED CUSTOMER SIGNATURE
CANON FINANCIAL SERVICES, INC.	By: _____ Title: _____
By: _____	Printed Name: _____ Email Address: _____
Title: _____	By: _____ Title: _____
Date: _____	Printed Name: _____ Email Address: _____

To: Canon Financial Services, Inc. ("CFS") **ACCEPTANCE CERTIFICATE**
 Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.
 Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____

TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a City of Pryor Police Dept [state name or political subdivision or agency] of OK [State name] with its chief executive office at 214 S Mill Street, Pryor, OK, 74361, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement").
- 2. TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.
- 3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.
- 4. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 5. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer or supplier) which CFS may have with respect to any item of Equipment, provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- 6. FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter and title to the Equipment shall be vested in CFS, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement; and (4) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title in the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
- 8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
- 9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
- 10. INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.



Contract Acknowledgement in lieu of Purchase Order

I, _____, as an authorized agent of City of Pryor Police Dept. am making
(Purchasing Agent Name) *(Agency Name)*
the attached ***purchase / lease / rental*** as specified in agreement _____ under the
(circle procurement type) *(Purchase Agreement Number)*
terms and conditions of State/Association Contract Number _____
(State/Association Contract Number)

Signature

Title

Date



MAINTENANCE - SERVICE AGREEMENT

DATE: 7/30/2020	SERVICE COMMENCEMENT DATE:
------------------------	----------------------------

PLEASE NOTE: THE TERMS AND CONDITIONS ON PAGE TWO ARE PART OF THIS AGREEMENT

The customer acknowledges that they have read this agreement, understand it, and agrees to be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals or prior Agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Customer hereby orders Lakeland Office Systems, Inc. and Lakeland Office Systems, Inc. agrees to provide such service on the equipment listed on the face of this Agreement.

CUSTOMER NAME: City of Pryor Police Department		CUST#: MI0339	EQUIP#:
ADDRESS: 214 S Mill Street	CITY, STATE: Pryor, OK		ZIP: 74361
PHONE: 918-825-1212	FAX:	EMAIL: willyard@pryorcreek.org	
MODEL/SERIAL #: Canon IR-C5535i III/SN:			

ACCESSORIES INCLUDED: **Upstairs Dept.**

		BEGINNING METER READINGS		
TERM OF AGREEMENT (MONTHS):	12			
MAINTENANCE CHARGE OF:	\$35.00			
<input checked="" type="checkbox"/> Per Month <input type="checkbox"/> Per Quarter <input type="checkbox"/> Per Year				
INCLUDES: 4,000 B&W copies (pages)		OVERAGE BILLED AT: .008	For B&W copies (pages)	
<input checked="" type="checkbox"/> Per Month <input type="checkbox"/> Per Quarter <input type="checkbox"/> Per Year		<input checked="" type="checkbox"/> Per Month <input type="checkbox"/> Per Quarter <input type="checkbox"/> Per Year		
ALL SCANS BILLED AT .0025		BILLED AT: .05	For COLOR copies (pages)	
<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Per Quarter <input type="checkbox"/> Per Year		<input checked="" type="checkbox"/> Per Month <input type="checkbox"/> Per Quarter <input type="checkbox"/> Per Year		

AGREEMENT COVERAGES - COPIERS

<input checked="" type="checkbox"/>	<u>FULL COVERAGE (INCLUDES TONER)</u>	Includes all parts, labor, trip charges, drum, toner, developer and stated base copies/prints. Excludes paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.
<input type="checkbox"/>	<u>SERVICE COVERAGE (EXCLUDES TONER)</u>	Includes all parts, labor, trip charges, drum, and stated base copies/prints. Excludes all toner, developer, starter cleaning webs, paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.

X	/2020	
CUSTOMER SIGNATURE/TITLE	DATE	LOS APPROVED FOR SERVICE

RETURN TO: Lakeland Office Systems, Inc. • P.O. Box 1029 • Miami, OK 74355-1029



MAINTENANCE - SERVICE AGREEMENT

DATE: 7/30/2020	SERVICE COMMENCEMENT DATE:
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PLEASE NOTE: THE TERMS AND CONDITIONS ON PAGE TWO ARE PART OF THIS AGREEMENT

The customer acknowledges that they have read this agreement, understand it, and agrees to be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals or prior Agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Customer hereby orders Lakeland Office Systems, Inc. and Lakeland Office Systems, Inc. agrees to provide such service on the equipment listed on the face of this Agreement.

CUSTOMER NAME: City of Pryor Police Department		CUST#: MI0339	EQUIP#:
ADDRESS: 214 S Mill Street	CITY, STATE: Pryor, OK		ZIP: 74361
PHONE: 918-825-1212	FAX:	EMAIL: willyard@pryorcreek.org	
MODEL/SERIAL #: Canon IR DX C5740i/SN:			

ACCESSORIES INCLUDED: **Downstairs Dept.**

		BEGINNING METER READINGS		
TERM OF AGREEMENT (MONTHS):	12			
MAINTENANCE CHARGE OF:	\$35.00			
<input checked="" type="checkbox"/> Per Month <input type="checkbox"/> Per Quarter <input type="checkbox"/> Per Year				
INCLUDES: 4,000 B&W copies (pages)		OVERAGE BILLED AT:	.008	For B&W copies (pages)
<input checked="" type="checkbox"/> Per Month <input type="checkbox"/> Per Quarter <input type="checkbox"/> Per Year		<input checked="" type="checkbox"/> Per Month <input type="checkbox"/> Per Quarter <input type="checkbox"/> Per Year		
ALL SCANS BILLED AT .0025		BILLED AT:	.05	For COLOR copies (pages)
<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Per Quarter <input type="checkbox"/> Per Year		<input checked="" type="checkbox"/> Per Month <input type="checkbox"/> Per Quarter <input type="checkbox"/> Per Year		

AGREEMENT COVERAGES - COPIERS

<input checked="" type="checkbox"/>	<u>FULL COVERAGE (INCLUDES TONER)</u>	Includes all parts, labor, trip charges, drum, toner, developer and stated base copies/prints. Excludes paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.
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X	/2020	
CUSTOMER SIGNATURE/TITLE	DATE	LOS APPROVED FOR SERVICE

RETURN TO: Lakeland Office Systems, Inc. • P.O. Box 1029 • Miami, OK 74355-1029

Lease Agreement



Customer: PRYOR POLICE DEPARTMENT

BillTo: PRYOR POLICE DEPT
 214 S MILL ST
 PRYOR, OK 74361-5222

Install: PRYOR ANIMAL SHELTER
 1365 N MILL ST
 PRYOR, OK 74361

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	C405DN (XEROX C405DN) - Carrier Deliv/instal - Wireless Accessory - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC6605 S/N XL3624868 Trade-In as of Payment 58	8/17/2020

Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C405DN	\$55.80	1: Black and White Impressions 2: Color Impressions	1 - 2,500 2,501+ All Prints	Included \$0.0149 \$0.0889	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$55.80	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: _____ Phone: (918)825-1212</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and Edgar Silkey (918)665-5502</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>
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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then

owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

5. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

**MEMORANDUM OF AGREEMENT AND UNDERSTANDING
REGARDING MAYES COUNTY 911 UPGRADE AND IMPROVEMENTS
TO HARDWARE AND SOFTWARE SYSTEMS**

THIS MEMORANDUM OF AGREEMENT AND UNDERSTANDING is entered in order to foster a well-coordinated successful, economic and efficient County-wide dispatch system effective on the date signed by all parties, by, between and among the following parties: THE CITY OF PRYOR CREEK (Hereinafter "City"), OKLAHOMA and MAYES, STATE OF OKLAHOMA acting by and through the BOARD OF COUNTY COMMISSIONERS FOR MAYES COUNTY, STATE OF OKLAHOMA (Hereinafter "County") in behalf of MAYES COUNTY 911.

WHEREAS, MAYES COUNTY 9-1-1 provides Emergency 911 dispatching within Mayes County, Oklahoma;

WHEREAS, the CITY in the exercise of its governmental functions provides certain Emergency 911 services within the City Limits of the City of Pryor Creek, located in Mayes County, Oklahoma;

WHEREAS, the COUNTY and CITY have previous to this memorandum of agreement sought to coordinate on Emergency 911 systems for efficiency of operations for the well-being of the communities served.

WHEREAS, in the furtherance of the provision of 911 services to the community the parties have determined to jointly engage in an upgrade of 911 hardware and software systems and the County has identified Motorola Solutions (500 W Monroe St, 44th Flr, Chicago, IL 60661) through Oklahoma State Contract SW1053MD for the provision of hardware, software, training, and maintenance related to an upgrade and addition to present systems at the party's 911 locations.

NOW THEREFORE THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. The parties acknowledge as follows with respect to the funds to be contributed by each party towards equipment, software, and training being purchased for each party from Motorola Solutions is:
 - a. 20 percent to be contributed to the project by the COUNTY is comprised of County 911 funds held by the County and 80 percent to be received by the County pursuant to a grant awarded to the County from the Oklahoma 911 Management Authority (hereinafter "Authority") by virtue of the Authority's receipt through the State of Oklahoma of funds from the Oklahoma Tax Commission Wireless 911 Fees and the National Highway Traffic Safety Administration for the purpose of Phase II E9-1-1 services in the State of Oklahoma.
 - b. 20 percent to be contributed by the City is comprised of City 911 funds held in account by the City and 80 percent to be received by the County pursuant to a grant awarded to the County from the Oklahoma 911 Management Authority (hereinafter "Authority") by virtue of the Authority's receipt through the State of Oklahoma of funds from the Oklahoma Tax Commission Wireless 911 Fees and the National Highway Traffic Safety Administration for the purpose of Phase II E9-1-1 services in the State of Oklahoma.
2. The parties further acknowledge and agree that the grant to be received by the County from the Authority as stated in paragraph 3.a. and 3.b. above is conditioned upon the systems to be purchased being installed no later than March 31, 2021. If for any reason the County does not

- obtain the Grant money from the Authority then the County and City shall be relieved of any obligation to contribute the 20 percent apportioned to each in paragraphs 3.a. and 3.b. above.
3. Prior to the memorialization of this memorandum and agreement the parties have been operating under a practice and agreement whereby the City receives all moneys paid in on hard line 911 calls made from the "825" and "824" numbers within the city limits of the City of Pryor Creek. This agreement does not alter or change that arrangement and "call money" received shall continue to be apportioned in such manner.
 4. The Director of Mayes County 911 is appointed by the parties as the "Project Manager" for purposes of the Motorola Solutions hardware and software. Said Project Manager shall consult with, cooperate with, and coordinate representatives of the City, County and Sheriff's office to accomplish the functions of the "Project Manager" for the entities involved. The Project Manager shall report to the governing body of each party as regularly may be required by each party. The Project Manager is charged with the duty and responsibility of acting in the best interest and welfare of and to protect the lives and property of those individuals within Mayes County.
 5. County and City shall each appoint a person to act as Network Systems Administrator "NSA" for as the respective entities for purposes of the Motorola Solutions hardware and software.
 6. Yearly Maintenance cost with Motorola Solutions will be determined by each party's, City and County, agreement with Motorola Solutions for the equipment installed at their own site.
 7. Motorola Solutions entitles the parties to training. The County currently has the software and shall organize training for new employees with Motorola Solutions. The County will be the network host of the system and will organize training as needed to manage the system. The City shall organize training for their employee's needs with Motorola Solutions.
 8. The ownership of the hardware and software system shall be with the parties and each shall be deemed owner of the hardware and software located at their respective facilities.
 9. In that County is prohibited from expending funds in excess of any particular fiscal year and notwithstanding any foregoing provision to the contrary, the parties understand and agree the term of this agreement shall be until the next ensuing June 30th with the first-agreement ending on June 30th of the following year (2021). The parties agree and understand that while the County may seek renewal of this agreement at the end of the contract term such renewal cannot be automatic. The parties further agree that each party has the right to renew this agreement for a successive one-year term or for such shorter term as the parties agree with any amendments thereto but such renewal shall not be effective until the contract has been approved by the Board of County Commissioners of Mayes County. The parties further agree that the County shall not incur any penalty for a failure by the Board of County Commissioners to renew or extend this agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties on the dates set forth below.

**Board of County Commissioners
Mayes County**

AGREEMENT is approved and accepted this ____ day of _____, 2020.

Ryan Ball, Chairman, District #3

Matt Swift, Vice-Chairman, District #1

Meredith Frailey, Chairman, District #2

ATTEST

Brittany True-Howard, Mayes County Clerk

Approved as to Form

Tom Sawyer, Assistant District Attorney

City of Pryor Creek, Oklahoma

AGREEMENT is approved and accepted this ____ day of _____, 2020.

BY: _____
Larry Lees, Mayor

ATTEST

Eva Smith, City Clerk

Approved as to Form

Kim Ritchie, City Attorney