

**PRYOR CREEK RECREATION CENTER BOARD  
REGULAR MEETING  
MONDAY, JULY 11<sup>TH</sup>, 2022, AT 5:30 P.M.**

AS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT, NOTICE IS HEREBY GIVEN THAT THE RECREATION CENTER BOARD MET IN REGULAR SESSION IN CITY COUNCIL CHAMBER, 12 NORTH ROWE STREET, PRYOR, OKLAHOMA, AT THE ABOVE DATE AND TIME.

Board members: Houston Brittain, Terry Lamar, Jeremy Cantrell, Cathy Gray, Rebecca Kemp, Steve Riff, Marty Marsh

**1. Call to order.**

The meeting was called to order by Brittain. Board members present: Houston Brittain, Terry Lamar, Rebecca Kemp, Steve Riff, Jeremy Cantrell.

**2. Approve minutes of the June 6<sup>th</sup>, 2022, regular meeting.**

Motion made by Riff, second by Lamar to approve the minutes of the June 6<sup>th</sup>, 2022, regular meeting, subject to notation of omitted request by Lamar to get an opinion from the City Attorney regarding charging fees for credit card usage. Motion carried.

**3. Petitions from the Audience. (Limited to 5 minutes, with advance reservation)**

There were no petitions.

**4. Discussion regarding PCRC gym floor and possible methods of repair.**

Tiger stated that the gym floor is very slick. The new floor scrubber is helping, but it is not enough. In checking around, she has found that rubber floors are going out and hardwood floors are coming back in; however, the cost for hardwood and maintenance is not a wise choice for us. Eric Hill and Greg Yoder have a company that can put a coating on the floor that will make it more slip resistant.

Tiger budgeted \$40,000.00 for this job, and Hill and Yoder's bid came in at \$24,600.00 for one coat. The only problem is that this will only last for 5-7 years. The cost is \$3.00/sq. ft. This is option 1.

Option 2 would be to put another rubber floor down. This would cost \$7.00-\$8.00/sq. ft., which puts us in the \$57,000.00 - \$65,000.00 range. This would work as long as the original floor stays grounded to the slab.

Option 3 would be a synthetic sports vinyl. The issue is the company is not sure this would adhere to the old rubber floor. It is designed for recreational floors, but it is only as good as the floor underneath. This would cost \$9.00-\$10.00/sq. ft., which would take the cost up to \$73,000.00 - \$82,000.00.

Option 4 would be to have someone come in and completely take up the old rubber floor, which would cost somewhere around \$200,000.00. Riff asked if it would be fair to expect a new rubber floor to last another 12 - 15 years, which Tiger said it would. Restripping will be an additional cost, as well. With restripping, the minimum cost will possibly be \$60,000.00. She feels like they may need to wait a little bit and find out how much the HVAC cost will be.

Brittain stated that if we went with Option 1, we could actually have a professional come in and put the pickleball striping down before they put down the new coating, which would give us 5-7 years. Tiger stated that there is no guarantee if they put something down over the old floor. She also stated that another advantage to Option 1 is that the floor would be shut down for only 3 or 4 days, whereas the other options would take longer and we would lose revenue.

Brittain suggested Tiger get the information together and bring it back as an action item at the next meeting. The new floor scrubber is eliminating the safety issue for now, so we have some time to make this decision.

**5. Discuss, possibly recommend Council action regarding an expenditure in the amount of \$120,850.00 to the National Fitness Campaign (to be reimbursed by the NFC Grant Funding Award in the amount of \$30,000.00 and local sponsorships totaling \$60,000.00) from Capital Outlay Equipment Account #84-845-5410.**

Motion was made by Kemp, second by Cantrell to recommend Council action regarding an expenditure in the amount of \$120,850.00 to the National Fitness Campaign (to be reimbursed by the NFC Grant Funding Award in the amount of \$30,000.00 and local sponsorships totaling \$60,000.00) from Capital Outlay Equipment Account #84-845-5410. The question was asked if our Street Department would be able to perform the concrete work. Mayor will consult with the Street Department once the specs are acquired. Motion carried.

**6. Director's Report.**

**a. Facility Repair and Maintenance**

The HVAC study is going on right now. Other than a TV going out in Child Watch, everything is going well.

**b. Finance Report**

Tiger passed out some information to the Board and talked through it. There were a few differences, but the revenue in June ended up about the same as May. Mayor drew their attention to the pages in their packets. Total equity - \$992,072.38. Year ending June 30, 2022, sales tax is 65% of the receipts. Last year, sales tax was 68% of the receipts. This means that revenue generation is up. Mayor is projecting that we will be able to generate a little over \$1 million over the next year if the growth continues. 74.7% of the budgeted funds were spent in the 845 fund, Aquatics has spent about 64.6%, Child Watch spent 77.8% and Fitness, 74.6%.

**c. Aquatics Report**

Swim party totals – 10 public, 4 private. She had 24 in group swim lessons in June and has a group of 25 in July. Open swim during the week will be extended through August 5, then go back to Saturdays and Sundays for the school year.

**d. Personnel Report**

No report.

**e. Misc.**

We brought in 263 new members in June, but we lost about 90 members. We have a retention of 80% for June. The Summer schedule will continue through Labor Day and then the Fall schedule will kick off. She is working on contracts right now - one with the school and one with the martial arts group. These will get finalized in August. Thursday, we will be receiving active-shooter training, along with City Hall and MUB. She also talked to Officer Armontrout about the possibility of being able to get automatic door locks for the front door if they see someone suspicious approaching.

**f. Q&A.**

Brittain asked Mayor if there was a way to include the reserves in the budget to keep it from looking like they overspent the budget when they pull from it.

**7. Unforeseeable Business.**

No unforeseeable business.

**8. Adjourn.**

Motion was made by Lamar, second by Cantrell to adjourn. Motion carried.



## 2022-2023 Pryor Public School Contract

The **Pryor Public School After School Program** has the approval to utilize the PCRC facility and/or our instructors. The program will hold swim classes on Monday, Tuesday, and Thursday from 4pm until 5:30pm at PCRC during the months of Sept. and Oct., Nov. and Dec., Jan. and Feb., and March and April for a total of 81 visits. In addition, PCRC will partner with Pryor Schools on the Maintain Don't Gain holiday challenge. All Pryor faculty will have the opportunity to participate in this challenge. Participants will receive two InBody scans (accompanied with a detailed explanation of said scan by a PCRC employee) and will receive a t-shirt for fulfilling the challenge requirements.

**Pryor Special Tiger Sharks Swim Team** will be utilizing the PCRC pool from September to May. The team plans to practice every Monday afternoon. PCRC and the Swim team head coach have spoken and she guarantees to have adequate coaches/volunteers at each practice to ensure a safe and productive environment. PCRC is also offering the swim team the option to schedule a second weekly practice if the coach deems it necessary.

This memorandum of agreement shall be effective only upon approval by the City Council.

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Date

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Pryor Creek Recreation Center Director Signature

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Pryor Public School Representative Signature

Approved by the Pryor Creek City Council in regular session on this \_\_\_\_ day of \_\_\_\_\_ 2022.

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Larry Lees, Mayor

Attest:

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Eva Smith, City Clerk



# KUK SOOL WON Contract

**KUK SOOL WON** has the approval to utilize the PCRC group fitness room for their martial arts classes. Classes are currently held on Wednesdays (3-5pm), Fridays (5-7pm), and Saturdays (12-2pm). Times will vary during the school year versus the summer break. In exchange, **KUK SOOL WON** will pay PCRC 20% of each student's fee. Fees are due by the end of each month, and **KUK SOOL WON** will provide PCRC with a list of students each month. This memorandum of agreement shall be effective only upon approval by the City Council.

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Date

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Pryor Creek Recreation Center Director Signature

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Susan Bruch, KUK SOOL WON Signature

Approved by the Pryor Creek City Council in regular session on this \_\_\_\_ day of \_\_\_\_\_ 2022.

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Larry Lees, Mayor

Attest:

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Eva Smith, City Clerk



# Enchanted Tide Mermaids Contract

**Enchanted Tide Mermaids** has the approval to utilize the PCRC swimming pool for their mermaid special events. Reservation times for the pool must be booked in advance with PCRC as a private party with a charge of \$300. In exchange, **Enchanted Tide Mermaids** will pay PCRC 20% of each participant's fee, unless the total is less than the \$300 private party fee minimum. Fees are due the day of the event, and **Enchanted Tide Mermaids** agrees to follow the PCRC pool rules for set up and cleanup of all events. This memorandum of agreement shall be effective only upon approval by the City Council.

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Date

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Pryor Creek Recreation Center Director Signature

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Representative, Enchanted Tide Mermaids Signature

Approved by the Pryor Creek City Council in regular session on this \_\_\_\_ day of \_\_\_\_\_ 2022.

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Larry Lees, Mayor

Attest:

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Eva Smith, City Clerk

## **Street Department Cost Sheet for Concrete Slab for Pryor Creek Recreation Center for the Outdoor Fitness Court**

Breakdown:

Concrete: 28 yds of concrete x 115.00 = \$3316.00

Fuel: \$48.00 fuel charge X 2 = \$96.00

Labor: 16.00 hr for 7 days = \$2688.00

Total: **\$6100.00** {If concrete doesn't go up in price}



July 18, 2022

City of Pryor Creek  
12 North Rowe Street  
Pryor Creek, OK 74361

Engineered Installation Solutions (EIS) is pleased to propose Fitness Court installation as supplied by the National Fitness Campaign for the City of Pryor Creek (Client). EIS has completed more than 100 Fitness Court installations across the USA and is the foremost expert in Fitness Court installations.

Installation of the following items is INCLUDED as defined in NFC Installation Documents and per EIS Standards:

- Fitness Court Tile (approximately 33 feet x 34 feet) in the location and orientation as agreed with Client
- Anchor Bolts for the Fitness Court equipment
- The Fitness Court equipment
- Floor Marking Paint for the Fitness Court
- Graphic decal package as supplied by NFC

EIS agrees to work together with the Client on the following items:

- Coordination of local tax & regulatory requirements \*
- Coordination of debris & trash removal and recycling \*
- Coordination of site security fence during installation \*
- Coordination of material delivery to the slab \*
- Coordination of required insurance coverage (representative coverage is provided in the attachment) \*
- Hand-off of completed documentation and the maintenance kit
- Final inspection of The Fitness Court after installation and a completed Assembly Completion Certificate from the Installation Manual
- \* Additional fees may apply if EIS becomes responsible for additional costs not known on the date of this proposal

The following items are specifically not included in the installation and must be available and ready for Fitness Court installation on the date agreed:

- Installation of Concrete Slab (must be cured and ready for tile installation per NFC Slab Drawings)
- Procurement or supply of any Fitness Court Tile, Equipment, Graphics or Installation Kit Material
- Anything else not specifically listed above as included





The price for the installation per the scope defined above and the terms defined herein is **\$25,000.00** (twenty-five thousand US Dollars). Fifty percent of the price is due upon acceptance and scheduling the installation date. The invoice for the balance due is payable upon receipt after completion.

The Fitness Court installation schedule is typically locked in after the concrete slab has been poured. Installation can begin 28 days after the concrete pour date weather permitting. Installation is typically completed in 3 to 4 days weather permitting with graphics installation to follow soon after. EIS looks forward to installing the Fitness Court for the City of Pryor Creek.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy W. Gunnels'.

Timothy W. Gunnels, PE  
President

A handwritten signature in black ink, appearing to read 'Craig J. Ausrud'.

Craig J. Ausrud  
Vice President



## Terms of Proposal:

1. SCHEDULE: Services will be performed when mutually agreed and coordinated with the Client.
2. RESPONSIBILITIES OF PURCHASER: The following materials are to be furnished by the Client and delivered to the installation site on the day and time agreed between EIS and the Client. EIS will contact Client to arrange and agree on the dates and times.
  - a. Concrete Slab ready for installation of tile per the Slab Drawings
  - b. The Fitness Court as purchased from National Fitness Campaign
  - c. The Fitness Court Tile and associated adhesive and accessories as supplied by National Fitness Campaign
  - d. The Fitness Court Installation Kit as supplied by National Fitness Campaign
  - e. Site Fence to enclose and secure the installation area
  - f. Dedicated Site Access
  - g. Available parking for 1 vehicle adjacent to the installation location
3. EXCUSABLE DELAY: Except with respect to defaults of subcontractors, EIS shall not be liable for delays or defaults in installation due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to the Client. Any delay due to default of a subcontractor will be excusable if beyond the control and without the fault or negligence of both EIS and the subcontractor and if EIS established that it could not obtain supplies or services from any other source in time to meet scheduled deliveries.
4. SCHEDULING / CLIENT DELAYS: Whereas the agreed installation date for the Fitness Court will be highly coordinated with other Fitness Court installations and changes to the installation schedule that are out of the control of EIS will be very costly to EIS, such schedule changes will be handled as follows:

**NOTE:** EIS will work with the Client whenever possible to avoid additional incurred charges.

- a. Agreement on the Installation Start Date will be made between Client and EIS 14 calendar days or more prior to the Installation Start Date.
- b. Changes by the Client to the agreed Installation Start Date more than 14 days from the agreed Installation Start Date will be allowed one time.
- c. Should it become necessary to make changes to the installation schedule less than 14 days from the agreed start date, Client and EIS will work together to mitigate any possible costs associated with the schedule change. Should the Client make changes to the schedule less than 14 days from the scheduled start date, EIS may add rescheduling fees that cannot be reasonably mitigated. This would be paid as a direct pass through with no additional markup or administration fee.
- d. The client is responsible to provide the following items to facilitate the EIS installation schedule. Failure to provide the items as agreed may cause delays to the installation that are not the fault of EIS. Remedy of such delays will be the responsibility of the Client. Such delays may require demobilization and / or remobilization fees for a return trip to the site or may require delay fees for extending the duration of the installation while at the site. EIS and Client agree to work together to resolve issues to prevent schedule delays and to prevent the need for demobilization and remobilization.
  - Visible fence around the perimeter of the Fitness Court work area intended to keep the public out of the work area until the Fitness Court installation is approved by the client and is safe for public use.
  - Accessible dumpster in a location as agreed between EIS and Client or agreed arrangements for disposal of packaging material.
  - Delivery of material by the Client to the Fitness Court work area according to the schedule agreed between EIS and the Client. All Fitness Court, Floor Tile, and associated material provided by the Client (sourced from NFC) for EIS installation must be free of defects and in proper condition and ready for EIS installation per the NFC Installation Instructions.
  - Completed and cured concrete slab installed according to the NFC Slab Drawings that is ready for floor tile installation per NFC Installation Manual and Slab Drawing requirements.
5. DELAYS DUE TO WEATHER OR ACTS OF GOD: Upon arrival at the installation site, delays that are out of the control of both the Client and EIS such as weather and other "Acts of God" will impact both the Client and EIS from a cost and schedule perspective. Client and EIS agree to work together to mitigate costs associated with such an event. EIS may add rescheduling fees that cannot be reasonably mitigated. This would be paid as a direct pass through with no additional markup or administration fee.



6. **CANCELLATION:** The Client reserves the right to cancel all or any part of the work covered by this agreement if EIS does not deliver services as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from Client specifying such failure, or if EIS breaches any of the terms hereof. Additionally, performance of work under this agreement may be terminated by the Client at its option, in whole or in part by delivery, or by e-mailing a written notice of termination whenever the Client determines such termination is in its best interest. Upon termination under this paragraph, Client shall pay to EIS the following amounts without duplication:
  - a. The purchase order price for all completed deliveries of materials, services or construction not previously paid for.
  - b. The actual costs incurred by EIS in accordance with the purchase order to the extent such costs are reasonable in amount and are properly assigned under generally accepted accounting practices to the terminated portion of the purchase order. Payments shall not exceed the aggregate price specified in the purchase order, less payments otherwise made or to be made.
7. **SAFETY / SECURITY:** EIS has a reasonable expectation of working in a safe environment while performing the work. EIS reserves the right to leave the job site at any time if the EIS site leader judges the work area to be unsafe. If such an event occurs, EIS will contact the Client representative to discuss the event and how to proceed safely with the installation.
8. **ADDITIONAL COSTS:** While the proposed price is intended to be inclusive of the scope described, additional costs due to specific requirements from the Client not known at the time of the proposal will be additional to the amount of the proposal. Examples of such additional costs are special insurance requirements, bonds, fees, permits, etc. EIS reserves the right to provide a revised proposal to cover such fees when discovered. Coverage of additional costs known at the time of the proposal are specifically listed in this proposal.
9. **REMEDIES:** All remedies are herein reserved by the Client and shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.
10. **ACCEPTANCE:** This quotation may be accepted to form a binding contract upon any one of the following options:
  - a. Signature below for the items listed in this quote prior to the expiration date.
  - b. Issuance of a purchase order to Engineered Installation Solutions referencing this quote and the terms and conditions herein prior to the expiration date.
  - c. Formal "Installation Agreement" signed thereafter, prior to scheduling of services.

Agreed and Accepted:

Client Authorized Representative Name Printed: \_\_\_\_\_

Client Authorized Representative Signature / Date: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_