

**NOTICE & AGENDA
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA**

TUESDAY, AUGUST 4TH, 2015 AT 6:00 P.M.

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

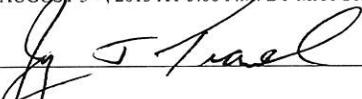
1. Call to Order, Prayer, Pledge of Allegiance, Roll Call.
2. Petitions from the Audience. (Limited to 5 minutes.)
3. Mayor's Report.
4. City Attorney's Report:
 - a. First reading of an ordinance amending Title 7 by adding Chapter 9, Sections 1, 2, 3, 4, 5 and 6 to the City Code of the City of Pryor Creek, Mayes County, State of Oklahoma, regarding closing of Public Ways and Easements, Definitions, Applications, Processing of Applications, City Action on Applications, Reservation of Rights and Fees.
 - b. Second and final reading, discussion and possible action on an Ordinance amending Pryor Creek City Code Section 3-10A-7 regarding Alcoholic Beverages – Rules and Regulations.
 - c. Second and final reading, discussion and possible action on an Ordinance amending Pryor Creek City Code Section 5-4D-13 (H) and (I), regarding curfew violations, parental responsibility and referral to Office of Juvenile Affairs.
 - d. Discuss, possibly act on authorizing the City Attorney to begin easement closing process regarding unused utility easement East of Integris Mayes County Medical Center regarding part of Lot 3 of the Fairland Addition.
 - e. Discuss, possibly act concerning issuance of discovery order for property located at 309 SE 14th Street, Pryor Creek, OK 74361 (Carolyn Womack).
 - f. Discuss, possibly act concerning issuance of discovery order for property located at 421 SE 4th Street, Pryor Creek, OK 74361 (Wanda Duckwald).
 - g. Discuss, possibly act concerning issuance of discovery order for property located at 200 Park Street, Pryor Creek, OK 74361 (Mike Smith).
 - h. Discuss, possibly act concerning issuance of discovery order for property located at 1308 SE 17th Street, Pryor Creek, OK 74361 (Eric W. and Julie A. Raus).
 - i. Discuss, possibly act concerning issuance of discovery order for property located at 233 SE 10th Street, Pryor Creek, OK 74361 (Christopher Aaron Stites).
 - j. Discuss, possibly act concerning issuance of discovery order for property located at Meadow Trace Apartments, 1518 Meadow Trace, Pryor Creek, OK 74361 (Burton & Livermore, a Limited Partnership by Meadow Trace, Inc.).
5. 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 July 21st, 2015 Council meeting.
 - b. Approve payroll purchase orders through August 14th, 2015.
 - c. Approve claims for purchase orders through August 4th, 2015.
 - d. Acknowledge receipt of deficient purchase orders.
 - e. Approve authorizing the Mayor to sign an agreement with The Lakota Group for the City of Pryor Creek Comprehensive Plan Update.
 - f. Approve accepting grant funds in the amount of \$20,000.00 from the Cherokee Nation to be used for Bicycle Trail Improvements.
 - g. Approve accepting grant funds in the amount of \$25,000.00 from the Cherokee Nation to be used for Bicycle Trail Improvements.
 - h. Approve authorizing the Mayor to sign an agreement for Engineering Services with Dewberry Engineers, Inc. for Bicycle Trail Improvement in the amount of \$19,900.00 from grant funds.
 - i. Approve authorizing Steve Powell, Engineer for Infrastructure Solutions Group, LLC dba Mehlburger Brawley to seek bids for repair and replacement of Pryor Youth Organization roof using specifications as defined by Steve Powell.
 - j. Approve authorizing Steve Powell, Engineer for Infrastructure Solutions Group, LLC dba Mehlburger Brawley to seek bids for stabilization of walls for Pryor Pocket Park.
 - k. Approve Mayor's appointment of Jodi Troyer to Library Board Seat #2, term expiring June 30th, 2018.
 - l. Approve hiring Kristine Charrier to fill vacant Librarian I position at the Thomas J. Harrison Pryor Public Library at Range B, Step 1 (annual wages - \$25,546.00).
 - m. Approve resignation of Thomas J. Harrison Pryor Public Library Director Susan Newberry effective July 31st, 2015.

- n. Approve an expenditure of \$4,370.00 to Sunbelt Pools for chemicals for the Whitaker Park Pool from Park Pool Chemicals (Account #02-219-5098).
 - o. Approve an expenditure in the amount of \$4,616.99 for the purchase of M3 Platinum Cycle with computer including delivery and freight from Push, Pedal, Pull for the Recreation Center from Fitness Capital Outlay – Small Purchases (Account #84-848-5410). Other quotes received: Elite Exercise Equipment - \$5,015.00 and All American Fitness - \$5,484.00.
 - p. Approve an expenditure of \$3,993.00 to Murray Womble as sole source for preventative maintenance repairs at the Recreation Center Gymnasium from Repair and Maintenance (Account #84-845-5091). This quote will include \$1,727.00 for removal, installation and freight for bolt on edge pads, \$26.00 for cords, material and freight to secure nets, \$840.00 for service to bleachers, \$560.00 for service to net and \$840.00 for service to ball goals.
 - q. Approve expenditure in the amount of \$5,940.00 to Muskogee Communications, Inc. for replacement of three (3) radio computers from Police Equipment – Capital Outlay (Account #44-445-5529) and declare an emergency.
 - r. Approve expenditure of \$5,460.00 to Prime Elements for the purchase of one (1) 5' X 8' double sided, lighted sign for Rockin' G Animal Shelter from Donations / Surrender – Shelter (Account #96-965-5538). Other quotes received: Prime Elements (non-lighted) - \$4,580.00, Premier (non-lighted) - \$5,500.00, Oakwood Graphics (non-lighted) - \$5,640.00 and Stewart Signs (non-lighted) - \$9,254.00.
6. Committee Reports:
 - a. Budget / Personnel (Rosamond)
 - b. Ordinance / Insurance (Chitwood)
 - c. Street / Maintenance Garage (Willcutt)
 7. Unforeseeable business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
 8. Adjourn.

PRYOR PUBLIC WORKS AUTHORITY

1. Call to Order.
2. Discuss, possibly act on approval of minutes of July 21st, 2015 meeting.
3. Unforeseeable business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
4. Adjourn.

FILED AUGUST 3RD, 2015 AT 5:00 P.M. BY MAYOR JIMMY TRAMEL.



POSTED ON THE BULLETIN BOARD AT CITY HALL, 12 NORTH ROWE STREET, PRYOR CREEK, OKLAHOMA, AUGUST 3RD, 2015 AT 5:00 P.M. BY CITY CLERK EVA SMITH.





**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, JULY 21ST, 2015 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. Notice was also faxed to *The Paper* and *The Times* newspapers and delivered to the Council members.

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

Mayor Jimmy Tramel called the meeting to order at 6:00 p.m. The Prayer and the Pledge of Allegiance were conducted by Houston Brittain. Roll call was conducted by City Clerk Eva Smith. Council members present included: Roger Willcutt, Cheryl Hedgpath, Yolanda Thompson, Houston Brittain, Greg Rosamond, Randy Chitwood, and Drew Stott. Council members absent: Ryan Rains.

Department Heads and other City Officials present: City Attorney K. Ellis Ritchie, Police Chief Steve Lemmings, Fire Chief Tim Thompson, Park Superintendent Frank Powell, Building Inspector/ Code Enforcer Doug Moore, Recreation Center Director Laura Holloway.

Others: Pryor Main Street Director BJ Cummings, Recreation Center Board Member Steve Wyneken, Library Board Chairman Jeanette Anderson.

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

There were no petitions from the audience.

3. MAYOR'S REPORT:

T.I.C. (The Industrial Company) working with GRDA's Grand River Energy Center, provided community service by renovating Whitaker Park. They painted benches, repaired trash receptacles and other items within the park on Saturday, July 18th, 2015.

The new City of Pryor Creek website has been updated to include a link to Retail Attractions who represents communities as an economic development consultant. They have provided our City with the latest report for 2015.

4. CITY ATTORNEY'S REPORT:

a. FINAL READING OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 7-4-2 REGARDING THE PARK BOARD.

Motion was made by Chitwood, second by Brittain to approve waiving the reading and approve Ordinance 2015-1 Amending Pryor Creek City Code Section 7-4-2 Regarding the Park Board. Voting yes: Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood, Stott. Voting no: none.

b. FINAL READING OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 7-5-2 REGARDING THE LIBRARY BOARD.

Motion was made by Chitwood, second by Hedgpath to approve waiving the reading and approve Ordinance 2015 – 2 Amending Pryor Creek City Code Section 7-5-2 Regarding the Library Board. Voting yes: Hedgpath, Thompson, Brittain, Rosamond, Chitwood, Stott, Willcutt. Voting no: none.

c. FINAL READING OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 7-6-2 REGARDING THE CEMETERY BOARD.

Motion was made by Willcutt, second by Chitwood to approve waiving the reading and approve Ordinance 2015 – 3 Amending Pryor Creek City Code Section 7-6-2 Regarding the Cemetery Board. Voting yes: Thompson, Brittain, Rosamond, Chitwood, Stott, Willcutt, Hedgpath. Voting no: none.

d. FINAL READING OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE TITLE 9 BUILDING REGULATIONS AND CODES ADDING SECTION 9-1B-7 REGARDING UNDERGROUND LINES AND UTILITY LINES.

Motion was made by Chitwood, second by Stott to approve waiving the reading and approve Ordinance 2015 – 4 Amending Pryor Creek City Code Title 9 Building Regulations and Codes Adding Section 9-1B-7 Regarding Underground Lines and Utility Lines. Voting yes: Brittain, Rosamond, Chitwood, Stott, Willcutt, Hedgpath, Thompson. Voting no: none.

e. FINAL READING OF AN ORDINANCE AMENDING TITLE 10 BY ADDING CHAPTER 1A, SECTIONS 1, 2, 3 AND 4 TO THE CITY CODE OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, REGARDING ZONING COMMISSION CREATION AND COMPOSITION; QUORUM; MEETINGS, ORGANIZATION AND RULES; POWERS, DUTIES AND AUTHORITIES.

Motion was made by Hedgpath, second by Brittain to approve waiving reading and approve Ordinance 2015 – 5 Amending Title 10 by adding Chapter 1A, Sections 1, 2, 3 and 4 to the City Code of the City of Pryor Creek, Mayes County, State of Oklahoma, Regarding Zoning Commission Creation and Composition; Quorum; Meetings, Organization and Rules; Powers, Duties and Authorities. Voting yes: Rosamond, Chitwood, Stott, Willcutt, Hedgpath, Thompson, Brittain. Voting no: none.

f. FINAL READING OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE, SECTION 10-1-1 REGARDING PLANNING COMMISSION – CREATION; COMPOSITION.

Motion was made by Chitwood, second by Rosamond to approve waiving reading and approve Ordinance 2015 – 6 Amending Pryor Creek City Code, Section 10-1-1 Regarding Planning Commission – Creation; Composition. Voting yes: Chitwood, Stott, Willcutt, Hedgpath, Thompson, Brittain, Rosamond. Voting no: none.

g. FINAL READING OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 10-1-2 REGARDING PLANNING COMMISSION – QUORUM.

Motion was made by Chitwood, second by Rosamond to approve waiving reading and approve Ordinance 2015 – 7 Amending Pryor Creek City Code Section 10-1-2 Regarding Planning Commission – Quorum. Voting yes: Stott, Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood. Voting no: none.

h. FINAL READING OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 10-1-3 REGARDING PLANNING COMMISSION – MEETINGS; ORGANIZATION RULES.

Motion was made by Willcutt, second by Chitwood to approve waiving reading and approve Ordinance 2015 – 8 Amending Pryor Creek City Code Section 10-1-3 Regarding Planning Commission – Meetings; Organization Rules. Voting yes: Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood, Stott. Voting no: none.

i. FINAL READING OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 10-1-4 REGARDING PLANNING COMMISSION – POWERS, DUTIES AND AUTHORITY.

Motion was made by Willcutt, second by Brittain to approve waiving reading and approve Ordinance 2015 – 9 Amending Pryor Creek City Code Section 10-1-4 Regarding Planning Commission – Powers, Duties and Authority. Voting yes: Rosamond, Chitwood, Willcutt, Hedgpath, Thompson, Brittain. Voting no: Stott.

j. FINAL READING OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 10-1-5 REGARDING PLANNING COMMISSION – ACT AS ZONING COMMISSION.

Motion was made by Chitwood, second by Brittain to approve waiving reading and approve Ordinance 2015 – 10 Amending Pryor Creek City Code Section 10-1-5 Regarding Planning Commission – Act as Zoning Commission. Voting yes: Chitwood, Stott, Willcutt, Hedgpath, Thompson, Brittain, Rosamond. Voting no: none.

k. FIRST READING OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 3-10A-7 REGARDING ALCOHOLIC BEVERAGES – RULES AND REGULATIONS.

The first reading was waived and there was no action on this item.

l. FIRST READING OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 5-4D-13 (H) AND (I), REGARDING CURFEW VIOLATIONS, PARENTAL RESPONSIBILITY AND REFERRAL TO OFFICE OF JUVENILE AFFAIRS.

The first reading was waived and there was no action on this item.

5. 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 July 7th, 2015 Council meeting.
- b. Approve payroll purchase orders through July 31st, 2015.
- c. Approve claims for purchase orders through July 21st, 2015.

APPROVE PURCHASE ORDERS THROUGH JULY 21ST, 2015.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	1520150051 - 1420143153	\$ 126,899.29
STREET & DRAINAGE	1520150003 - 1520150009	7,464.43
GOLF	1520150086 - 1420143141	3,989.43
CAPITAL OUTLAY	910607B	1,000.00
REAL PROPERTY	1520150035 - 1520150127	1,818.00
RECREATION	1520150020 - 1520150046	12,772.34
E-911 CASH	1520150123	25.00
LIBRARY	1520150106	199.45
DONATIONS	1520150148 - 910628B	
	TOTAL	\$ 157,437.92

NEW BLANKET PURCHASE ORDER

910629B	ADVANCE AUTO PARTS	\$ 1,000.00
910630B	AUTOZONE COMMERCIAL	1,000.00
910631B	BARCO MUNICIPAL PRODUCTS	1,500.00
910632B	BATTERY OUTFITTERS, INC	800.00
910633B	CHEMSEARCH	3,060.00
910634B	C & R OIL CO	20,000.00
910635B	CHOUTEAU LIME CO INC	1,000.00
910636B	MR. J'S	1,000.00
910637B	MIKE'S TIRE & CAR CARE	1,000.00
910638B	O'REILLY AUTOMOTIVE	2,000.00
910639B	CARD SERVICES	2,000.00
910640B	PRYOR AUTOMOTIVE SUPPLY	4,000.00
910641B	PRYOR LUMBER	4,000.00
910642B	PRYOR STONE	5,000.00
910643B	QUANTIE AUTO SUPPLY	1,000.00
910644B	TRACTOR SUPPLY CREDIT	2,000.00
910645B	WALMART COMMUNITY / GEC	2,000.00
910646B	GUARY DUANE FOUGHT	23,500.00
910647B	WALMART COMMUNITY / GEC	1,200.00
910648B	AUTOZONE COMMERCIAL	200.00
910649B	O'REILLY AUTOMOTIVE INC	800.00
910650B	PRYOR AUTOMOTIVE SUPPLY	800.00
910651B	ADVANCE AUTO PARTS	300.00
910652B	XEROX CORPORATION	950.00
910653B	LOCKE SUPPLY CO	600.00
910654B	PRYOR LUMBER	500.00
910655B	MUSKOGEE COMMUNICATIONS	800.00
910656B	KLA-MART	400.00
910657B	SAM'S CLUB	600.00
910658B	TRACTOR SUPPLY	400.00
910659B	OFFICE EVERYTHING OF PRYOR	600.00
910660B	PEOPLE LINK LLC	27,000.00
910661B	QUILL CORPORATION	1,600.00
910662B	DEMCO	3,000.00
910663B	BAKER & TAYLOR	20,000.00
910664B	WALMART COMMUNITY / GEC	2,000.00
910665B	S & S WORLDWIDE	1,500.00
910666B	RECORDED BOOKS LLC	4,500.00
910667B	XEROX CORPORATION	3,500.00
910669B	KOLKER & KOLKER	23,000.00
910670B	JOHNNY L. JANZEN	15,233.40

910671B	VYVE BROADBAND	21,600.00
910672B	CSI SOFTWARE	14,486.40
910673B	CSI SOFTWARE	1,140.00
910674B	FIRST CHOICE LAWN & LANDS	1,308.20
910675B	VYVE BROADBAND	1,237.92
910676B	TYCO INTEGRATED SECURITY	1,762.08
910677B	HEARTLAND PEST CONTROL	900.00
910678B	ENDEX INC. OF TULSA	240.00
910679B	LAKELAND FINANCIAL SERVICE	1,380.00
910680B	MELTON'S AC & APPLIANCE	13,800.00
910681B	THYSSENKRUPP ELEVATOR	3,169.92
910682B	SUNBELT POOLS	7,400.00
910683B	LAKELAND OFFICE SYSTEMS	500.04
910684B	CASELLE INC	10,944.00
910685B	BENCHMARK ENTERPRISES	68,965.00
910686B	WALMART COMMUNITY/ GEC	3,000.00
910687B	WALMART COMMUNITY / GEC	2,500.00
910688B	PRYOR LUMBER	900.00
910689B	O'REILY AUTOMOTIVE INC	3,000.00
910690B	SAM'S CLUB	1,000.00
910691B	SAM'S CLUB	1,000.00
910692B	GALLS AN ARAMARK CORP	3,500.00
910693B	COPS PRODUCTS	2,500.00
910694B	DEPARTMENT OF PUBLIC SAFETY	3,500.00
910695B	XEROX CORPORATION	3,900.00
910696B	AT & T	8,800.00
910697B	AT & T	1,300.00
910698B	AT & T MOBILITY	1,500.00
910699B	SPARKLETTS	600.00
910700B	OFFICE EVERYTHING OF PRYOR	2,000.00
910701B	POSTMASTER	500.00
910702B	WALMART COMMUNITY / GEC	2,500.00
910703B	PRYOR LUMBER	300.00
910704B	SAM'S CLUB	1,000.00
910705B	GALLS AN ARAMARK COMPANY	500.00
910706B	XEROX CORPORATION	3,000.00
910707B	SPARKLETTS	200.00
910708B	HILL'S PET NUTRITION SALES	3,500.00
910709B	PRYOR VETERINARY HOSPITAL	7,000.00
910710B	R & H VET SERVICES	5,000.00
910711B	REMEMBERENCE ANIMAL CREM	1,500.00
910712B	WEX BANK	\$ 50,000.00
	TOTAL	\$ 448,176.96

d. Acknowledge receipt of deficient purchase orders.

<i>PO NUMBER</i>	<i>INVOICE #</i>	<i>VENDOR</i>	<i>AMOUNT</i>	<i>REASON FOR DEFICIENCY</i>	<i>ISSUING DEPARTMENT</i>
1520150025	3001928055	Thyssenkrupp Elevator	\$792.48	Ordered without Purchase Order	Recreation Center
1520150029	9000127459	Melton's AC & Appliance	\$2,300.00	Ordered without Purchase Order	Recreation Center
1520150046	143713	Push Pedal Pull, Inc.	\$779.15	Ordered without Purchase Order	Recreation Center

- e. Approve June Appropriation Requests.
- f. Approve an expenditure of approximately \$4,000.00 for materials and authorize the Park Department and Street Department to construct a shelter on Lincoln School property with cost of materials to be reimbursed from grant funds received by the Lincoln School and Street employees' wages and use of Street equipment to be reimbursed from the General Fund to the Street Fund.
- g. Approve expenditure of \$5,090.00 to Infinisource (previously Qqest Software) for annual Saas renewal (8/30/2015 – 8/30/2016) and 12 Month Service Agreement.
- h. Approve amending the motion made at the July 7th, 2015 Council meeting awarding an expenditure of \$155,965.00 to Benchmark Enterprises, LLC, Broken Arrow as low bidder for Whitaker Park Splash Pad to an expenditure of \$68,965.00 to Benchmark Enterprises, LLC, Broken Arrow and an expenditure of \$87,000.00 to Power Play, Bixby.
- i. Approve expenditure of \$155,197.00 to The Lakota Group for the City of Pryor Creek Comprehensive Plan Update.
- j. Approve authorizing the Mayor to sign an agreement with The Lakota Group for the City of Pryor Creek Comprehensive Plan Update.
- k. Approve expenditure of \$2,500.00 to Pryor Main Street for Dads Drag Main from Hotel / Motel grant funds. (Account #75-755-5110)
- l. Approve Mayor's re-appointment of Melinda Marks to City of Pryor Creek Park Board Seat #2, term expiring 7/31/2018.
- m. Approve Mayor's re-appointment of Chris Graves to City of Pryor Creek Park Board Seat #6, term expiring 7/31/2018.
- n. Approve Mayor's re-appointment of Connie Melton to the City of Pryor Creek Park Board, Seat #7, term expiring 7/31/2018.
- o. Approve Mayor's re-appointment of Darrell Moore to City of Pryor Creek Planning and Zoning Board of Adjustment Seat #1, term expiring 8/31/2018.

- p. Approve Mayor's re-appointment of Jeanette Anderson to City of Pryor Creek Library Board Seat #1, term expiring 6/30/18.
- q. Approve Mayor's re-appointment of Paul Stevens to City of Pryor Creek Library Board Seat #4, term expiring 8/31/2018.
- r. Approve re-appointment of Steve Wyneken to City of Pryor Creek Recreation Center Board Seat #1, term expiring 8/31/2019.
- s. Approve awarding concrete bid for the Street Department fiscal year 2015-2016 to lowest and best bid. Bids received (to be opened at tonight's Council meeting): Dolese and Mid-Continent Concrete.
- t. Approve accepting resignation of Heather Hutto from the Library effective July 24th, 2015.
- u. Approve hiring Charles Bruch as a B-Operator for the Cemetery at Range C, Step 1 (annual wage - \$27,102.00) effective July 27th, 2015.
- v. Approve hiring Heather Miller as Fitness Coordinator for the Recreation Center at Range B, Step 1 (annual salary - \$25,546.00) effective August 17th, 2015.

Motion was made by Stott, second by Thompson to approve items a-v less items a, f, h, i, j, k, s. Voting yes: Stott, Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood. Voting no: none.

a. APPROVE MINUTES OF JULY 7TH, 2015 COUNCIL MEETING.

Motion was made by Stott, second by Hedgpath to approve minutes of July 7th, 2015 Council meeting. Voting yes: Willcutt, Hedgpath, Thompson, Rosamond, Chitwood, Stott. Voting no: none. Abstaining (counting as a no vote): Brittain.

f. APPROVE AN EXPENDITURE OF APPROXIMATELY \$4,000.00 FOR MATERIALS AND AUTHORIZE THE PARK DEPARTMENT AND STREET DEPARTMENT TO CONSTRUCT A SHELTER ON LINCOLN SCHOOL PROPERTY WITH COST OF MATERIALS TO BE REIMBURSED FROM GRANT FUNDS RECEIVED BY THE LINCOLN SCHOOL AND STREET EMPLOYEES' WAGES AND USE OF STREET EQUIPMENT TO BE REIMBURSED FROM THE GENERAL FUND TO THE STREET FUND.

Motion was made by Hedgpath, second by Chitwood to approve an expenditure of approximately \$4,000.00 for materials and authorize the Park Department and Street Department to construct a shelter on Lincoln School property with cost of materials to be reimbursed from grant funds received by the Lincoln School and Street employees' wages and use of Street equipment to be reimbursed from the General Fund to the Street Fund. Voting yes: Hedgpath, Thompson, Brittain, Rosamond, Chitwood, Stott, Willcutt. Voting no: none.

h. APPROVE AMENDING THE MOTION MADE AT THE JULY 7TH, 2015 COUNCIL MEETING AWARDED AN EXPENDITURE OF \$155,965.00 TO BENCHMARK ENTERPRISES, LLC, BROKEN ARROW AS LOW BIDDER FOR WHITAKER PARK SPLASH PAD TO AN EXPENDITURE OF \$68,965.00 TO BENCHMARK ENTERPRISES, LLC, BROKEN ARROW AND AN EXPENDITURE OF \$87,000.00 TO POWER PLAY, BIXBY.

Motion was made by Rosamond, second by Chitwood to approve amending the motion made at the July 7th, 2015 Council meeting awarding an expenditure of \$155,965.00 to Benchmark Enterprises, LLC, Broken Arrow as low bidder for Whitaker Park Splash Pad to an expenditure of \$68,965.00 to Benchmark Enterprises, LLC, Broken Arrow and an expenditure of \$87,000.00 to Power Play, Bixby. Voting yes: Thompson, Brittain, Rosamond, Chitwood, Willcutt, Hedgpath. Voting no: Stott.

i. APPROVE EXPENDITURE OF \$155,197.00 TO THE LAKOTA GROUP FOR THE CITY OF PRYOR CREEK COMPREHENSIVE PLAN UPDATE.

Motion was made by Brittain, second by Thompson to approve expenditure of \$155,197.00 to The Lakota Group for the City of Pryor Creek Comprehensive Plan Update. Voting yes: Brittain, Rosamond, Chitwood, Stott, Willcutt, Hedgpath, Thompson. Voting no: none.

j. APPROVE AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE LAKOTA GROUP FOR THE CITY OF PRYOR CREEK COMPREHENSIVE PLAN UPDATE.

Motion was made by Brittain, second by Hedgpath to approve authorizing the Mayor to sign an agreement with The Lakota Group for the City of Pryor Creek Comprehensive Plan Update.

Motion was made by Stott, second by Rosamond to table until the next meeting. Voting yes: Rosamond, Chitwood, Stott, Willcutt, Thompson. Voting no: Hedgpath, Brittain.

k. APPROVE EXPENDITURE OF \$2,500.00 TO PRYOR MAIN STREET FOR DADS DRAG MAIN FROM HOTEL / MOTEL GRANT FUNDS. (ACCOUNT #75-755-5110)

Motion was made by Hedgpath, second by Thompson to approve expenditure of \$2,500.00 to Pryor Main Street for Dads Drag Main from Hotel / Motel grant funds. (Account #75-755-5110) Voting yes: Chitwood, Stott, Willcutt, Hedgpath, Thompson, Brittain, Rosamond. Voting no: none.

s. APPROVE AWARDING CONCRETE BID FOR THE STREET DEPARTMENT FISCAL YEAR 2015-2016 TO LOWEST AND BEST BID. BIDS RECEIVED (TO BE OPENED AT TONIGHT'S COUNCIL MEETING): DOLESE AND MID-CONTINENT CONCRETE.

Motion was made by Stott, second by Hedgpath to approve awarding Mid-Continent the concrete bid for the Street Department for fiscal year 2015-2016. Bids received from: Dolese and Mid-Continent Concrete. Voting yes: Stott, Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood. Voting no: none.

6. COMMITTEE REPORTS:

a. BUDGET / PERSONNEL (ROSAMOND)

Rosamond reported that the Budget / Personnel Committee met last night. The Budget is close to being finalized. The final figures have yet to be provided by the City Accountant. The final Budget will be brought back to Council next month.

b. ORDINANCE / INSURANCE (CHITWOOD)

Chitwood reported that the Ordinance / Insurance Committee met last Thursday and will present some Ordinances that were discussed to Council.

c. STREET / MAINTENANCE GARAGE (WILLCUTT)

Willcutt had no report for the Street / Maintenance Garage Committee.

7. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business presented.

8. ADJOURN.

Motion was made by Stott, second by Willcutt to adjourn. Voting yes: Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood, Stott. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Mayor Tramel called the Pryor Public Works Authority meeting to order at 7:40 p.m.

2. DISCUSS, POSSIBLY ACT ON APPROVAL OF MINUTES OF JULY 7TH, 2015 MEETING.

Motion was made by Chitwood, second by Stott to approve minutes of July 7th, 2015 meeting. Voting yes: Hedgpath, Thompson, Rosamond, Chitwood, Stott, Willcutt. Voting no: none. Abstaining (counting as a no vote): Brittain.

3. UNFORESEEABLE BUSINESS.

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

No unforeseen business was presented.

4. ADJOURN.

Motion was made by Stott, second by Brittain to adjourn from the Pryor Public Works Authority meeting. Voting yes: Thompson, Brittain, Rosamond, Chitwood, Stott, Willcutt, Hedgpath. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A CHAIRMAN JIMMY TRAMEL

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

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING TITLE 7 BY ADDING CHAPTER 9 SECTIONS 1, 2, 3, 4, 5 AND 6 TO THE CITY CODE OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, REGARDING CLOSING OF PUBLIC WAYS AND EASEMENTS, DEFINITIONS, APPLICATIONS, PROCESSING OF APPLICATIONS, CITY ACTION ON APPLICATIONS, RESERVATION OF RIGHTS AND FEES; PROVIDING FOR REPEALER AND SEVERABILITY.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

1. Title 7 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma is hereby amended by adding a new Chapter 9, Sections 1, 2, 3, 4, 5 and 6 as follows, to-wit:

**CHAPTER 9
CLOSING OF PUBLIC WAYS AND EASEMENTS**

SECTION:

7-9-1: Definitions

7-9-2: Application for closing easements or public ways

7-9-3: Processing applications

7-9-4 City action on application

7-9-5: Reservation of rights upon closing

7-9-6: Fees

7-9-1: DEFINITIONS

- A. Close means a legislative act of the City discontinuing the public use of a public way or easement without affecting title to such real property.
- B. Public Way means a street, avenue, boulevard, alley, lane or thoroughfare established or open for public use.
- C. Easement means a right in real property as established by the laws of the state of Oklahoma which is not a Public Way as hereinabove defined.

7-9-2: APPLICATION FOR CLOSING EASEMENTS OR PUBLIC WAYS

All applications for closing easements or public ways located within the corporate limits of the City shall be filed with the Planning Commission; and the applicant shall furnish the following information with the application at the time of filing:

- A. A plot, plan or other representative sketch or drawing depicting distances and points of the compass and showing the location and area of the public way or easement;
- B. The legal description of the public way or easement to be closed;
- C. If an easement is being closed, the purpose for which the easement was originally given;
- D. If the easement or public way was established by any instrument (other than a subdivision plat) filed in the Office of the County Clerk, a copy of such instrument duly certified by the County Clerk;
- E. If the easement or public way was established by statutory dedication pursuant to a recorded subdivision plat, the name of the subdivision and plat number;
- F. If the applicant seeks to close a public way, the application shall state whether or not such public way has been open for public use within the five (5) year period immediately preceding the date of the filing of such application; if such public way has been open for public use within that period of time, the applicant shall furnish a list, certified by a bonded abstractor, containing the names and addresses of all owners of record, as shown by the current year's tax rolls in the Office of the County Treasurer, of property abutting the public way and such other owners of record whose property is within three hundred (300) feet in any direction from the public way sought to be closed; and
- G. Such additional information as may be determined by the Planning Commission to be necessary for evaluating the application.

7-9-3 PROCESSING APPLICATIONS

Upon receipt of a properly completed application and the payment of all required fees, the application for the closing of easements or public ways shall be processed as set forth herein.

- A. The Planning Commission shall give written notice of the pending application to all City departments who use public ways or easements and to all franchise holders whose franchises with the City entitle them to the use of public ways or easements and others determined by the governing body to have a special right or privilege granted by ordinance or legislative enactment to use the public way or easement, as applicable to such application. Such notice shall require that all comments on the application shall be made in writing to the Planning Commission within thirty (30) days from the date of the written notice. Notice shall be deemed effectively given when mailed to the last known address of the franchise holder as shown upon the books of the City.
- B. Within a reasonable period of time after the expiration of the thirty (30) day notice period, the Planning Commission shall recommend to the governing body of the City action to be taken upon the application.

7-9-4 CITY ACTION ON APPLICATION

- A. Upon receipt of the report and recommendation of the Planning Commission, the governing body of the City may, without giving further notice to any third party, approve or deny, either in whole or in part, any application seeking to close an easement.
- B. Upon receipt of the report and recommendation of the Planning Commission, the governing body of the City may, without giving further notice to any third party, approve or deny, either in whole or in part, any application seeking to close a public way which has not been open for public use for more than five (5) years immediately preceding the date of the filing of such application.
- C. Upon receipt of the report and recommendation of the Planning Commission, and If the application seeks to close a public way which has been open for public use within the five (5) year period immediately preceding the date of the filing such application, the governing body of the City shall set a date for public hearing thereon and give notice certified mail to all property owners whose property is within three hundred (300) feet in any direction from the public way sought to be closed as shown on the list furnished by the applicant . Such notice shall be given at least ten (10) calendar days prior to the scheduled public hearing, shall identify the nature of the pending proceeding and shall direct that any person having an objection to the pending application must appear at the public hearing to advise the governing body of the City of the nature of his objection. On the date of the scheduled public hearing, the governing body of the City shall inquire into the merits of the application and, upon determination of all issues, shall approve or deny, either in whole or in part, the proposed closing.
- D. Upon approval of any application, the City Attorney shall be directed to prepare a proper ordinance closing the public way or easement; upon its adoption, the costs for publication of such ordinance shall be determined and, upon the payment of such costs to the City by the applicant, the City shall have the ordinance published.

7-9-5: RESERVATION OF RIGHTS UPON CLOSING

The City shall retain the absolute right to reopen any closed public way or easement without expense to the City. The closing of any public way or easement shall not affect the right to maintain, repair, reconstruct, operate or remove utility, public service corporation or transmission company facilities existing therein, nor shall such closing affect private ways existing by operation of law unless released in writing executed by the owners thereof in recordable form.

7-9-6 FEES

A non-refundable filing fee in such amount as set forth in APPENDIX A of this City Code shall accompany each application to vacate a public way or easement. In addition to such filing fee, if the application seeks to close a public way which has been open to public use within the five (5) years preceding the date of the application, the applicant at time of filing shall pay an additional mailing fee in the amount of the actual cost of Certified U.S. Mailing for each property owner who is entitled to receive notice of the proceeding. In the event the application is withdrawn prior to the mailing of notices, the mailing fee shall be refunded to the applicant.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict here with are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY. If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2015

**CITY OF PRYOR CREEK,
OKLAHOMA**

Jimmy Tramel, Mayor

ATTEST:

Eva Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

K. Ellis Ritchie, City Attorney

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 3-10A-7 REGARDING ALCOHOLIC BEVERAGES:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PRYOR CREEK, OKLAHOMA: That Pryor Creek City Code Title 3, Section 3-10A-7 is hereby amended to read as follows: (deletions to existing ordinance stricken, additions underlined)

Section 1: AMENDING ORDINANCE TO READ AS FOLLOWS:

3-10A-7: RULES AND REGULATIONS:

A. Dates And Hours Of Sale:

1. Retail Alcoholic Beverage Store: No person shall open for business or keep open for business or sell or deliver alcoholic beverages, as defined by ~~37 Oklahoma Statutes section 506~~the Oklahoma Alcoholic Beverage Control Act (OKLA. STAT. Tit. 37 §§ 501 et seq) as now existing or hereinafter modified, to any person at a retail alcoholic beverage store in the City on any Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day or while the polls are open on the day of any general, primary, runoff primary or a special election, whether national, State, County or City, or any other day, except between the hours of ten o'clock (10:00) A.M. and nine (9:00) o'clock P.M. for in-store sales and between the hours of ten o'clock (10:00) A.M. and six o'clock (6:00) P.M. for drive-through sales.
2. Wholesale Dealer: No wholesale dealer in alcoholic beverages and no officer, agent or employee of such a dealer shall sell or deliver to any retail alcoholic beverage store within the City any amount of spirits or wines on Saturday of any week, on Sunday of any week, on New Year's Day, on Memorial Day, on the Fourth of July, on Labor Day, on the day of any general, primary, runoff primary or special election, whether national, State, County or City.

B. Advertising Signs:

1. No person owning, operating or maintaining a retail alcoholic beverage store shall cause or permit it to be designated by more than one sign, which shall contain only the words "Retail Alcoholic Liquor Store" or any combination of such words or any of them, and which shall contain no letter or figure more than four inches (4") in height or more than three inches (3") in width and in which the lines of words, if more than one, shall not be more than one inch (1") apart.
2. No person shall advertise or cause to be advertised in any manner, other than as authorized by subsection B1 of this Section, for the sale of alcoholic beverages within the limits of the City.

C. Sales And Deliveries:

1. No person shall sell or deliver alcoholic beverages out of any retail alcoholic beverage store other than:
 - a. In retail containers;
 - b. At ordinary room temperatures;
 - c. In the original package; and
 - d. For consumption off the premises.
 2. No person owning, employed in or in any manner assisting in the maintenance and operation of such a store shall suffer or permit any alcoholic beverage to be consumed, or any retail container of such beverage to be opened on the premises of such a store.
- D. Consumption On Premises: No person shall drink or consume in any manner alcoholic beverages on the premises of a retail alcoholic beverage store, nor shall any person open or break the seal of any original package or retail container containing alcoholic beverages on the premises of any such retail alcoholic beverage store.
- E. Intoxicated Or Deficient Persons: No person shall sell, deliver or furnish alcoholic beverages within the City to an intoxicated person or knowingly to any person who has been adjudged insane or mentally deficient.
- F. Transportation In Vehicle: It is unlawful to transport any alcoholic beverage, unless the same is:
1. In an unopened original container with seal unbroken and the original cap or cork not removed from the container; or
 2. In the trunk or other closed compartment or other container, out of public view and out of reach of the driver or any occupant of a vehicle.
- G. Public Drinking And Intoxication: No person within this City shall drink intoxicating liquor or alcoholic beverage in any public place, nor shall any person be intoxicated in a public place within this City, or shall any owner, operator or manager of any business or public place to which the public is generally invited allow any intoxicated person to remain in or upon said premises.
- H. Recreational Places: No person operating a café, restaurant, club or any place of recreation within this City, and no employee engaged in connection with the operation of such a café, restaurant, club or place of recreation, shall permit any person to be drunk or intoxicated in said place of business.
- I. Public Property: It shall be unlawful for any person to consume alcoholic beverages or low-point beer while upon any City owned or City controlled property unless the City Council shall have previously authorized the premises or the event at which such consumption is authorized, for the lawful consumption of alcoholic beverages or low-point beer subject to such reasonable restrictions and conditions as the Council prescribe.

SECTION 2. **REPEALER.** All ordinances or parts of ordinances in conflict here with are hereby repealed to the extent of any such conflict.

SECTION 3 **SEVERABILITY.** If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this day of _____, 2015

CITY OF PRYOR CREEK, OKLAHOMA

Jimmy Tramel, Mayor

ATTEST:

Eva Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

K. Ellis Ritchie, City Attorney

Dated: _____

ORDINANCE NO. 2015-__

AN ORDINANCE OF THE CITY COUNCIL OF PRYOR CREEK, OKLAHOMA, AMENDING PRYOR CREEK CITY CODE SECTION 5-4D-13(H) and (I), REGARDING CURFEW VIOLATIONS, PARENTAL RESPONSIBILITY, AND REFERRAL TO OFFICE OF JUVENILE AFFAIRS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PRYOR CREEK, OKLAHOMA:

Section 1. That Pryor Creek City Code Sections 5-4D-13(H) and (I) are hereby amended to read as follows (deletions to existing ordinance stricken, additions underlined):

H. ~~First Violation: In the case of a first violation by a minor, the Chief of Police shall by certified mail or in person send to a parent written notice of the violation with a warning that any subsequent violation will result in full enforcement of this Section, including enforcement of parental responsibility and of applicable penalties.~~ Parental Responsibility: A parent, legal guardian, or person acting in loco parentis of a minor child who is convicted of a curfew violation may be held liable and assessed a fine [continued]

I. ~~Subsequent Violations: If, after the warning notice pursuant to this Section of a first violation by a minor, a parent violates this section by a second violation, the second violation shall be treated as a first offense by a parent. For such first parental offense, a parent shall be fined as provided in Section 1-4-1 of this Code. Any minor who shall violate any of the provisions of this section more than three (3) times shall be reported by the Chief of Police to the juvenile authorities of such minor referred to the Office of Juvenile Affairs. Reporting to the juvenile authorities shall also be authorized~~ followed in any case where the imposing of a fine or fines upon a parent shall not be effective, or where for any other reason the provisions of this Section cannot be made effective by the imposing of penalties under this Section.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2015.

Jimmy Tramel, Mayor

ATTEST:

Eva Smith, Town Clerk

THE LAKOTA GROUP

116 W. Illinois Street
7th Floor
Chicago, Illinois 60654
312.467.5445, 312.467.5484 (fax)

July 2, 2015

COMPREHENSIVE PLAN UPDATE –CITY OF PRYOR CREEK

PROFESSIONAL SERVICES AGREEMENT between The Lakota Group (Lakota or Consultant) and the City of Pryor Creek (City)

I. PURPOSE

The primary purpose of the City of Pryor Creek Comprehensive Plan Update is to help guide the City's future growth, the revitalization of its downtown and traditional neighborhood areas, and the enhancement of its economic base. The Comprehensive Plan will also focus on key implementation strategies that identify important implementation partners and key short and long-term actions.

II. WORK PLAN

The work plan for this assignment is described in Tasks 1.1 through 4.17 of The Lakota Group's RFP response dated April 30, 2015, attached hereto and incorporated herein.

III. TIMELINE

Lakota recognizes that time is of the essence and will complete the Comprehensive Plan Update in **12 months from the date of contract execution**. A more complete project schedule will be prepared after execution of this contract.

IV. COMPLIANCE WITH LAWS

Lakota shall give notices and comply with laws, ordinances, rules, regulations and orders of all public authorities applicable to these services and shall comply with all federal, state and local tax laws and social security, unemployment compensation and workers compensation acts applicable to the performance of these services.

V. EQUAL OPPORTUNITY

Each party represents that it is an equal opportunity employer and will operate to comply with all applicable federal, state and local laws relating to equal employment opportunities, and if required, with the rules or regulations enforced by the Office of Federal Contract Compliance or any similar federal or state agency monitoring employment practices or government contracts.

VI. ENTIRE AGREEMENT

This Agreement contains the full understanding of the parties with respect to the subject matter hereof, and it supersedes all prior proposals, agreements, memoranda, statements and representations, written or oral, between the parties. In the event of any conflict between the terms of this Agreement and the Prime Contract, the terms of this Agreement shall govern.

VII. CONFIDENTIALITY

No party hereto shall disclose any information of any nature regarding this Agreement, except that either party may make such disclosures as are specifically required by law.

VIII. CONFLICT OF INTEREST

Lakota certifies the no employee or officer of any agency with an interest in the Agreement has any pecuniary interest in the business of the Consultant or this Agreement, nor does any employee or officer have an interest that would conflict in any manner or degree with the Consultant's performance of this Agreement.

IX. GOVERNING LAW

This Agreement has been executed in several counterparts, each of which shall be deemed an original but all of which shall be deemed to be the same agreement.

X. INSURANCE

Lakota and its subcontractors will provide the City of Pryor Creek with evidence of insurance, including liability, umbrella and automobile as required. The City will be named as an additional insured as appropriate to City requirements.

XI. SEVERABILITY

For any reason, the Agreement may be cancelled, in whole or in part, by Lakota or upon the City's written notice. The City may pay Lakota's costs actually incurred as of the date of receipt of notice of default. Upon termination, Lakota will deliver all documents and products of whatever kind, and their reproducible origins related to the assignment, which have been produced to the date of the notice of termination.

XII. INVOICING

Lakota shall submit monthly invoices to the City, and each invoice shall be subject to the audit and approval of the City. Invoices will be accompanied by receipts for all reimbursable expenses and shall be itemized and detailed as to the type/date of the services/tasks performed. Invoices past due 30 days will be subject to interest charges.

XIII. PROJECT TERMS

Professional fees and reimbursable expenses for Lakota and its sub-consultants are estimated as follows:

Total Project Budget \$155,197 including expenses.

The above fee/expense estimate is negotiable and can be adjusted based on clarifications or changes to the work scope. It includes one unbound original and 20 bound paper copies as well as 1 electronic copy. If additional report copies are requested, printing cost estimates will be provided. Copies of all maps, including the Future Land Use Map will also be provided along with snapshots of plan goals, illustrations and other materials. The fee also includes the production of all meeting minutes and proceedings.

The above fee estimate does not include any additional meetings, project reviews, presentations, studies, plans or designs other than those outlined in Section II: Work Plan.

Any additional services requested of Lakota beyond those listed above will be conducted on an hourly basis and billed according to Lakota's current billing rates. If requested, a fee estimate will be provided for a task or an assignment based on a defined work scope.

Lakota Billing Rates (2015):

Principal	\$250
Associate Principal	\$220
Vice President	\$200
Senior Associate/Senior Advisor	\$180
Project Planner/Designer/Manager	\$150
Planner/Urban Designer/Landscape Architect	\$120 - \$130
Research/Operations Staff	\$90

Any additional services requested of Urban Development Services, T.Y. Linn International or Duncan Associates beyond those listed above will be conducted on an hourly basis and billed according to each firm's current billing rates. If requested, a fee estimate will be provided for a task or an assignment based on a defined work scope.

Reimbursable expenses will be billed at 1.1 times direct expense to cover administration and will include:

- **Travel** (mileage/parking/cabs/out-of-region meals & lodging)
- **Delivery** (messenger/express/postage)
- **Copying/Reproduction**
- **Computer Plots**
- **Long Distance Communication**
- **Renderings/Models** (if requested by client)
- **Special Supplies** (if extra markers/graphic tape/pantone needed)
- **Miscellaneous** (municipal documents, special reports, data)

Professional fees and expenses will be billed monthly for work completed. Unpaid invoices will bear 1.5% interest per month past 30 days.

XIV. NOTICES

Written notice between the parties shall be deemed to have been duly served if delivered in person or by certified mail to the following addressees:

To the City:

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

To the Consultant:

The Lakota Group
116 W. Illinois Street, 7th Floor
Chicago, Illinois 60654

Either party may terminate this agreement 15 days after written notice. Lakota shall be compensated for all services performed up to the date of notice.

Please indicate acceptance of this agreement by signing one copy and returning it to our office listed above. Lakota will begin work after receiving written authorization to proceed via fax, email, mail or messenger.

The Lakota Group appreciates the opportunity to provide the City of Pryor Creek with Professional Planning Services.

The Lakota Group

City of Pryor Creek

Scott Freres, PLA, ASLA
Principal

Date

Signature

Printed Name

Title

Date

**Attached Response to RFP from The Lakota Group
Dated April 30, 2015**

PHASE 1: STATE OF THE CITY

The focus of Phase 1 is to establish a dynamic community planning process that involves a wide range of community stakeholders, committees and public agency representatives, and to create a comprehensive information base and analysis maps to facilitate discussion and understanding of existing conditions.

The information and maps produced during this phase will determine and clearly define community constraints, weaknesses, strengths and opportunities, as well as form the basis for developing the Comprehensive Plan and Implementation Strategies.

The State of the City phase will include a comprehensive review of the following:

- All plans and documents mentioned in the RFP, including the 1997 Comprehensive Plan
- Existing Land Use Mix
- Infrastructure, Floodplain and Stormwater Management Systems
- Urban Design and Community Aesthetics
- Environmental Conditions
- Housing Conditions, Assessment and Home/Property Buyout Plans
- City/Corridor Building and Streetscape Conditions
- Retail and Business Inventory
- Municipal Facilities
- Existing Transportation Conditions/Plans/Studies
- Market and Development Trends
- Zoning and Subdivision Codes
- Pending Private Developments and Public Projects
- Development Opportunity Sites and Key Sub-Areas
- Tax Rates, Residential and Commercial Prices/Lease Rates, Major Employers, and other Economic Development Information
- List of Active Community and Neighborhood Associations and Organizations

The first phase of the process will include City review and Steering Committee meetings, focus groups and key stakeholder interviews. The analyses and meetings will be summarized in a State of the City Report, which will include a brief history of Pryor Creek, a review of existing conditions and issues related to transportation, infrastructure and stormwater systems, market conditions, land use and redevelopment issues and opportunities. The culmination of these efforts will prepare stakeholders to move into the Community Visioning Phase of the planning process.



PROJECT APPROACH

TASK 1.1: PROJECT START MEETING AND CITY TOUR (VISIT #1, MEETING #1)

The Team will conduct a project start meeting with the Internal Planning Team and other City staff to introduce the Team and discuss:

- City's Planning Mission
- Initial Planning Goals and Objectives
- Initial Community Planning Issues and Challenges
- Work Plan and Schedule
- Available Data, Resources, and Resource People

The work plan and schedule will be refined based on input received during the Project Start Meeting. A more specific calendar of meeting dates and work products will be developed along with a list of data sources and key person interviews. During the same day as the project start meeting, the Team will conduct a driving/bus tour of the City. The Team will record land-use, market, urban design, and infrastructure issues/constraints observed throughout the City during the tour. Please note that this tour could include the City Commission, members of the Plan Commission and the Steering Committee. The City will be responsible for arranging the bus/van for the tour. The Team will also conduct separate driving and walking tours as needed during the process.

Encouraging and building community participation early in the planning process will be critical to gaining key insights and information on the issues that confront the community. Therefore, consistent efforts in creating awareness and providing different venues and opportunities for on-going community dialogue will be important. Our Team will provide the City with postcards or other collateral pieces for the initial community information session (Task 1.2). These materials are intended to be distributed throughout the City and will include an overview of the goals and process of the Comprehensive Plan, as well as direct residents and stakeholders to the project website (Task 1.4) for updates.

TASK 1.2: COMMUNITY ORIENTATION SESSION (VISIT #1, MEETING #2)

Conduct a community orientation session for City Commission, Plan Commission members and other municipal departments and commissions regarding the Comprehensive Plan Update and the planning process. As the previous Comprehensive Plan is from 1996, it may be of value to educate the community on the role of the

Comprehensive Plan and the process needed to develop a current plan. This session will be especially geared toward those City and commission staff who have not participated in a comprehensive planning process before.

TASK 1.3: PROJECT WEBSITE + SOCIAL MEDIA OUTREACH

The Lakota Team will create a project website that describes the overall planning project and process, as well as to post project updates, draft plans, workshop materials and plan drawings. A project-specific Pryor Creek Comprehensive Plan Facebook page and Twitter account will be created as a way to capture additional participants, communicate during the process and spur community energy and activity for the planning process.

TASK 1.4: FIELDWORK AND LAND USE INVENTORY (VISIT #2)

Field investigations and data collection will be conducted in order to assess existing conditions, land use characteristics and to determine planning opportunities and constraints. The Lakota Team will review all previous land use inventories provided by the City, ideally in GIS or other electronic formats, and will verify all land uses by field investigations. The Lakota Team will conduct field investigations in all sectors and districts in the City.

TASK 1.5: TECHNICAL ADVISORY COMMITTEE SESSION (VISIT #2, MEETING #3)

Conduct a focus group discussion with the Technical Advisory Committee to review issues facing their respective departments and general land use, housing, transportation and infrastructure conditions, constraints and opportunities affecting the City and to discuss potential planning strategies.



PROJECT APPROACH

TASK 1.6: CITIZENS ADVISORY COMMITTEE SESSION (VISIT #2, MEETING #4)

Conduct a focus group discussion with the Citizens Advisory Committee to review land use, housing, transportation and infrastructure conditions, constraints and opportunities affecting the City and to discuss potential planning strategies.

TASK 1.7: STAKEHOLDER INTERVIEWS/FOCUS GROUP SESSIONS (VISIT #2, MEETING #5)

Conduct interviews with community leaders, representatives of key institutions, property and business owners and residents to discuss community issues. It will be critically important to ensure all sectors of the population will be represented in this process, and additional outreach will be conducted to reach various groups. The purpose of the interviews and sessions is to gain a thorough understanding of how the community would like to see the City grow and develop. It is anticipated that stakeholder interview sessions will take course over a period of two days during Visit #2 to Pryor Creek.

TASK 1.8: COMMUNITY SPEAK-OUT SESSION (VISIT #2, MEETINGS #6)

The Team will organize and host in partnership with the City a Visioning -Speak-Out with community stakeholders and residents to introduce the planning process and to discuss Pryor Creek planning issues and opportunities in an informal open house and discussion format.

The "Speak-Out" includes interactive planning issue booths, written questionnaires, visioning exercises, a visual preference survey exhibit, "piggy bank" voting, and a mapping station. These workshop elements will be employed to gain community feedback on Pryor Creek planning issues and potential strategies and solutions to those issues. This informal open-ended format provides a more relaxed atmosphere and setting for residents to participate rather than a lecture-discussion. The visual preference survey, in particular, will allow workshop participants to document their opinions on the land use, urban design, housing, quality of life and commercial revitalization issues facing Pryor Creek.

The results of the interactive exercises will also be posted on the Project Website with an established 'closing deadline', providing additional opportunities



Downtown Strategy Map - Moline Centered Comprehensive Plan

PROJECT APPROACH

for community and neighborhood input. Additionally, analysis findings will also be presented during the visioning exercise in the form of visual exhibits and a PowerPoint slide show booth. Additional online surveys can be developed to gather additional community feedback during the first phase of the planning process. Encouraging and building community participation early in the planning process will be critical to gaining key insights and information on the issues that confront Pryor Creek and in promoting participation in the Speak Out. Therefore, consistent efforts in creating community awareness will be important. Prior to the workshop/open house, the Team will prepare a workshop announcement or mailer, a press release, and a website update to help raise awareness of the Speak-Out. Invitations to local stakeholders will also be sent through the project website.

Additional reproduction and distribution of mailings and announcements will be the responsibility of the City. Prior to the workshop, the Team will update the project website and work with the Foundation to prepare workshop announcements and other communication pieces.

TASK 1.9: FIELD OFFICE ACTIVATION (VISIT #2, MEETING #7)

In addition to the Speak Out, the Planning Team will establish a “field office” that can be set up in an available storefront or other space within the City or downtown district. This field office will give residents, business owners and merchants, and other important stakeholders additional time to visit the Field Office to review Speak Out meeting documents, exhibits and presentation materials, and provide input to the Team members on a one-on-one basis. The office hours will be made available in advance of the workshop and advertised on available media, including the Project Website.

TASK 1.10: INTERNAL PLANNING TEAM MEETING (VISIT #2, MEETING #8)

The Lakota Team will conduct a briefing meeting of all Visit #2 activities and workshops with the Internal Planning Team.

TASK 1.11: STAKEHOLDER INTERVIEW AND OPEN HOUSE SUMMARY (DELIVERABLE 1)

The Lakota Team will prepare a memo that summarizes input from the stakeholder interview sessions and the

open house. This information will also be part of the State of the City report at the end of the State of the City Phase.

TASK 1.12: BASE MAPPING

The Team will develop new base maps, especially for land use, existing conditions and others as needed. The Team will work with the City, Public Works, and other agencies to supplement our data with other materials for use in developing exhibit maps for the State of the City and Final Comprehensive Plan reports. Maps and exhibits will be refined during the course of the planning process as additional data and information is gathered.

TASK 1.13: EXISTING PLANS AND DATA ANALYSIS

Review all relevant plans, studies, land use regulatory codes and ordinances and prepare a summary of base data and relevant recommendations to be incorporated into the State of the City analysis. This may include plans from surrounding municipalities, and watershed plans.

TASK 1.14: LAND USE AND BUILD-OUT ANALYSIS

Analyze existing land use, zoning, physical conditions, streetscape and rights-of-way, building fabric, urban design, floodplain and watershed, and road networks to establish a baseline of information for proposing planning strategies. Based on the analysis, the Team will develop a drawing/exhibit that places Pryor Creek within its larger regional context and highlights land-use, boundary and jurisdictional relationships on a large scale.

Other maps and exhibits to be developed include:

- Community facilities
- Parks, open space area
- Employment centers
- Floodplain and stormwater facilities
- Housing and neighborhood conditions
- Commercial districts
- Historic resources
- Environmentally sensitive areas
- Demographics, educational resources and local industries
- Community image and identity

The Lakota Team will then conduct a build-out analysis using GIS information, field observations and other data. The analysis will seek to answer:

PROJECT APPROACH

- How much land area can be developed under existing zoning and where will this growth occur?
- How many residential lots could there be, and how much will the population of the community increase at full build-out?
- Are there areas projected for development that the community would prefer not to develop, or to develop at lower densities?
- Are there areas that need to be right-sized.
- Are there areas that the community would prefer to develop at higher densities?
- What steps should the community be taking now to accommodate future growth?

The Team will take a two-step approach in conducting the analysis. The first step will be mapping and interpreting potential development areas using the City's current land use regulations in a series of overlay sheets to determine and demonstrate maximum build-out. The second step will be using quantitative analysis with spreadsheets for each section or region of Pryor Creek, identifying the total acreage of buildable land by zoning or land use district, the total number of potential new dwelling units, and the number of commercial and industrial buildings/square footage by zoning district.

TASK 1.15: DEMOGRAPHICS AND MARKET/ECONOMIC BASE ANALYSIS

The community assessment and economic base analysis will include:

- Demographic profile of Pryor Creek and its regional context
- Employment trends by industry in Pryor Creek and surrounding communities
- Overviews of real estate markets: rental apartments, for-sale housing, retail, industrial and other commercial uses
- Outlook for development by sector considering available sites and potential redevelopment sites

Several of these analyses have been completed for the Pryor Creek and will be reviewed, updated and refined. Additionally, insights gained from key person interviews and community input will contribute to the Team's assessments of development opportunities.

TASK 1.16: HOUSING ASSESSMENT

Pryor Creek's existing housing stock will be analyzed and newer developments in the community and nearby will be profiled to show current trends. A cross tabulation of households by age and income may reveal demand characteristics related to rental housing, senior housing, young professionals and housing for families with children. The Team will reach out to other housing groups and agencies to understand where information from other sources can be used to enrich the housing assessment for Pryor Creek.

TASK 1.17. RETAIL AND COMMERCIAL ASSESSMENT

Pryor Creek's existing retail and commercial inventory includes major shopping centers, free-standing large-format retailers, and small, independently owned businesses. Our Team will update this inventory and describe Pryor Creek in the context of the competitive retail environment. Major trends that will affect the commercial environment going forward will be discussed. A leakage analysis that compares household expenditures and retail sales estimates by major category will help identify future retail opportunities.

TASK 1.18: INDUSTRIAL ASSESSMENT

The Team will conduct an analysis of Pryor Creek's industrial market and opportunities to expand the industrial sector and build out in existing industrial parks.

TASK 1.19: OPEN SPACE/GREEN INFRASTRUCTURE ASSESSMENT

Our Team will prepare an evaluation of the City's open space network. This will include using accepted state and national standards to evaluate the service areas of the various open spaces and recreational facilities within the City to identify if geographic portions of City are underserved. Additionally, using data collected from the two park districts located within Pryor Creek, the Team will develop a Level of Service Analysis for the City of open space amenities and facilities (such as sports fields, playgrounds, etc.) and using population data, compare them to accepted state and national standards to identify how the City is served relative to these amenity and facility types. The Assessment and analysis will be used to develop the green infrastructure strategy.

PROJECT APPROACH

TASK 1.20: TRANSPORTATION/INFRASTRUCTURE ASSESSMENT

As part of the planning process, the Lakota Team will collect infrastructure plans and studies that have been prepared since the last Comprehensive Plan was prepared in 1996. These plans and studies will be reviewed to determine how infrastructure may influence or inhibit future growth. Issues that will be evaluated include:

- Future transportation projects as detailed in the metropolitan transportation plan and how they may influence land use.
- Capacity of water and sanitary sewer systems and ability to accommodate future growth.
- Current and future transit service.
- Significant roadway corridors and how they influence land use and vice versa.
- Determine how rail operations affect vehicle traffic and emergency services.
- The desire for more safe bicycle and pedestrian facilities.
- Current and desired complete streets policy in regards to making streets viable places for all users including bicyclists, pedestrian and transit users.

Maps will be prepared which illustrate how current and proposed infrastructure conditions will affect land use in the future.

TASK 1.21: DOWNTOWN ANALYSIS

Conduct an analysis of downtown revitalization and management issues, including business and real estate development, parking and transportation, upper-floor development, vacant buildings, parks and open space, opportunity sites, and streetscape and urban design. The Team will also analyze how the downtown is managed in terms of organized downtown revitalization efforts, and marketing and promotion activities.

TASK 1.22: HISTORIC RESOURCE ANALYSIS

The Lakota Team will review previous historic resource surveys, National Register and local district designations and previous preservation planning studies. The focus of the analysis will be on potential districts, adaptive use candidates, and preservation-based economic development.

TASK 1.23: ZONING ANALYSIS

A high level zoning analysis of the City's zoning ordinance will be conducted as part of this assignment to identify key concerns, challenges and opportunities for modifying the ordinance to better support community goals.

TASK 1.24: STATE OF THE CITY REPORT (DELIVERABLE 2)

Prepare a State of the City Report that summarizes the public input from the community engagement component and all of the analyses, including demographics, land use, zoning, physical conditions and neighborhood revitalization, transportation, infrastructure, natural resources and development issues/opportunities. The Report will be delivered to the Steering Committee in both hard-bound and electronic formats. After review by the Steering Committee, the project website will be updated with a downloadable version of the State of the City Report.

TASK 1.25: REVIEW MEETINGS (VISIT #3, MEETING #9)

The Lakota Team will conduct meetings with the Internal Planning Team and the Technical Advisory Committee to review the State of the City Report and to discuss revisions and the final version of the report. The Lakota Team will revise the Report after Visit #3. A meeting with the Citizens Advisory Committee is optional at the this stage of the planning process.



PROJECT APPROACH

PHASE 2: COMMUNITY VISIONING

During this phase, the Team, together with City leaders, property/business owners, and residents, will generate a range of comprehensive planning ideas and concepts through two visioning sessions and workshops. From this idea exchange, a series of planning options will evolve that address community planning issues, economic development, downtown and neighborhood revitalization, open space and transportation.

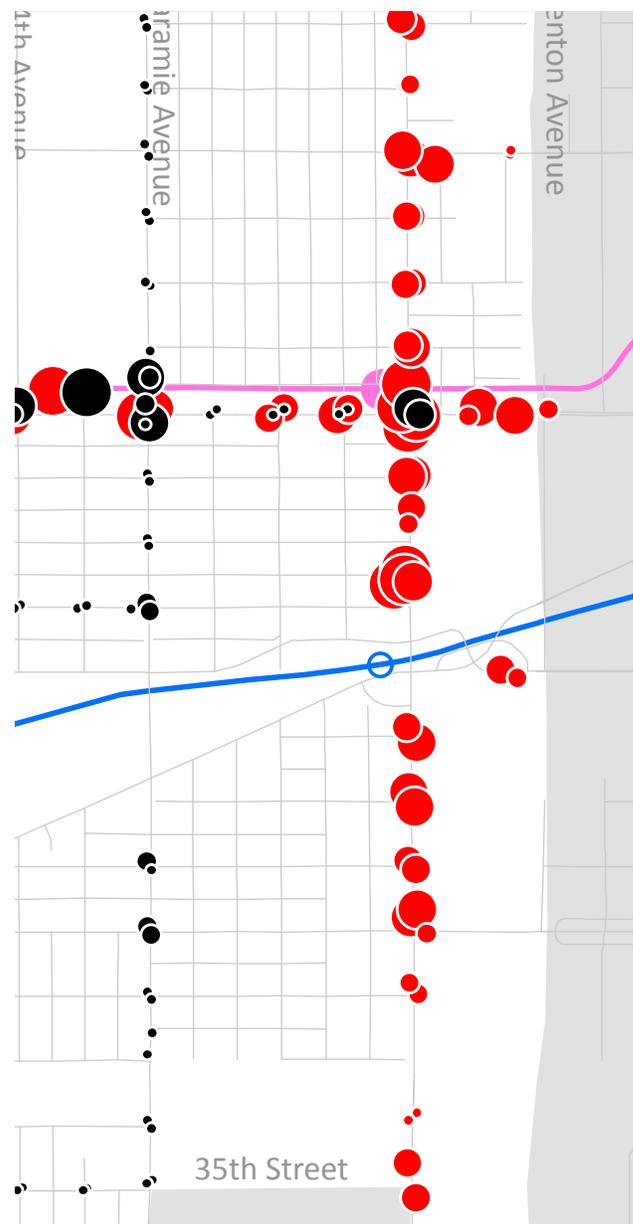
To go beyond basic land use thinking and assist the community in visualizing its physical development potential, this Team will prepare design studies of critical sub-areas identified during the Phase 1 assessment, as well as identify case studies for addressing community issues or capitalizing on existing opportunities. Lakota is known for its “Min-Mid-Max” approach, which involves presenting multiple concepts for sub-areas or key sites to help community leaders and residents visualize the physical scale, character and development or revitalization context in the downtown and along commercial corridors.

The Phase 1 findings and Phase 2 plans will be presented at a Town Meeting to refine planning goals and policies, and generate additional strategies and solutions for enhancing the downtown, neighborhoods, subdivisions and key transportation corridors. The summary of findings and development concepts/sketches will be added and incorporated to the project website for additional review and comment by the community. A Draft Comprehensive Plan that outlines planning goals, strategies and recommendations will be prepared at the end of this phase.

The Draft Plan must be sensitive to the multiple needs of the community and responsive to its land use, physical and market constraints and overall revitalization potential.

TASK 2.1: VISION, GOALS AND OBJECTIVES

The Lakota Team will prepare a draft Vision Statement and Planning Goals and Strategies based on community feedback and input during the State of City phase. This document will help provide direction for the remainder of the process and ultimately provide guidance to City staff and elected officials in future decision making. The document will be reviewed and refined throughout the



PROJECT APPROACH

Community Visioning phase based on input from the review committees and the general public.

In addition, based on the vision and planning goals, a range of land-use and planning strategies and options will be prepared. Conceptual plan drawings and design studies will be created addressing the following:

- Future Land Use, Build-Out Scenarios and Development Patterns
- General Road/Street Network
- Open Space, Natural Resources and Greenway/ Green Infrastructure Linkages
- Downtown/Neighborhood Housing/Commercial District Framework
- Community Facilities
- Community Character/Image/Gateways/Identity
- Sustainability and Sustainable Design
- Historic Resources and Adaptive Use

TASK 2.2: TECHNICAL ADVISORY COMMITTEE SESSION (VISIT #4, MEETING #10)

Conduct a discussion with the Technical Advisory Committee to review the vision and planning goals and strategies.

TASK 2.3: CITIZENS ADVISORY COMMITTEE SESSION (VISIT #4, MEETING #11)

Conduct a discussion meeting with the Citizens Advisory

Committee to review the vision and planning goals and strategies.

TASK 2.4: COMMUNITY VISIONING WORKSHOP #2 (VISIT #4, MEETING #12)

Lakota will conduct a community visioning workshop with the City and the community to review the analysis reports, Comprehensive Plan vision, overall goals and objectives, and alternative land use policies/strategies. Participants will evaluate the options according to their short- and long range potential for accomplishing community goals.

An extensive PowerPoint presentation will be provided during the workshop, including photographs and graphics of the community's land-use mix, development context, and physical needs. The Town Meetings will break out into smaller group table discussions to evaluate each of the plan options, ideas and concerns. Each table will be facilitated by a Team member who will help focus discussion on specific topics of concern. Participants at each table will also be given a simple questionnaire to fill out before they depart to capture any additional comments regarding plan concepts and workshop contents. At the conclusion of the small group discussions, each table will report back to the entire workshop audience their collective opinions and ideas on Plan concepts and options. Other interactive exercises and engagement techniques mentioned previously in the Community Engagement section will also be employed during the workshop.



Neighborhood Improvement Node - Moline Centered Comprehensive Plan

PROJECT APPROACH

Prior to the workshop, the Team will prepare a workshop announcement poster/flyer with distribution and printing the responsibility of the City. The questionnaire and the PowerPoint presentation will be uploaded into the project website for community feedback.

TASK 2.5: FIELD OFFICE ACTIVATION (VISIT #4, MEETING #13)

The Lakota Team will reactivate the “field office” could be the next days after the workshops in an available storefront or City-controlled space. The field office would provide residents an additional opportunity to come in and review workshop documents and presentation materials, and to provide input to the Team members on a one-on-one basis. The office hours will be publicized in advance of the workshop and on the project website at a minimum. Other workshops formats, such as community budgeting and speak-outs can be used for this workshop.

TASK 2.6: WORKSHOP AND FIELD OFFICE DISCUSSION SUMMARIES (DELIVERABLE 3)

Prepare a memorandum that summarizes input from the workshops for City/Steering Committee review. Summaries from the field office discussions will also be prepared.

TASK 2.7: DRAFT COMPREHENSIVE PLAN (DELIVERABLE 4)

A Draft Comprehensive Plan will create a land-use and infrastructure policy framework for the community with specific planning strategies and recommendations. Prospective chapters or elements within the Draft Comprehensive Plan Update could conform to the organization of the 1996 Comprehensive Plan; however, at the very least, the following elements will be included in the Draft document:

- Vision Statement and Planning Goals and Objectives
- Future Land Use Plan
- Transportation and Circulation
- Infrastructure, Capital Improvements and Stormwater Management
- Community Facilities
- Downtown and Commercial Districts
- Neighborhoods and Neighborhood Planning Areas
- Economic Development/Small Business Development

- Historic Preservation and Adaptive Use
- Sustainable Design and Urban Agriculture
- Parks and Open Space

An implementation strategy laying out key action steps needed to achieve Plan objectives will also be prepared. The strategy will include such elements as:

- Benchmarks and milestones to gauge implementation success
- Funding sources
- Zoning and land use regulatory tools
- Land banking strategies
- Priority level projects, time frames, and parties responsible for initiating key actions.
- Community Initiated Development and adaptive use projects
- Housing initiatives
- Potential public (local, regional, State and Federal) and private sector partnerships
- Key interrelationships/dependencies between tasks.

TASK 2.8: INTERNAL PLANNING TEAM MEETING (VISIT #5, MEETING #14)

The Lakota Team will conduct a briefing meeting with the Internal Planning Team regarding the Draft Comprehensive Plan. The Draft Plan will be posted to the Project Website for community access and review.



PROJECT APPROACH

PHASE 3: FINAL COMPREHENSIVE PLAN + IMPLEMENTATION STRATEGY

In Phase 3 the Team will further refine the Draft Comprehensive Plan and Implementation Strategies by seeking additional community and stakeholder input. Based on this input, the Team will complete a Second Draft Plan. The Second Draft will serve as the basis for conducting a final community open house to solicit additional feedback and input. A Final Plan will then be prepared and presented to the City Council for review and adoption.

TASK 3.1: SECOND DRAFT PLAN AND IMPLEMENTATION STRATEGIES (DELIVERABLE #5)

Prepare a Second Draft Plan that incorporates comments and other stakeholder input from the review committees.

TASK 3.2: TOWN HALL OPEN HOUSE #5 (VISIT #6, MEETING #15)

The Lakota Team will conduct a Town Hall Open House to review the Draft Comprehensive Plan with the community at large. Similar to the Speak-Outs and workshop in Phases 1 and 2, this Town Hall Open House will also include topic and issue stations for participants to circulate around and to provide input on specific Comprehensive Plan elements as desired.

A main emphasis of this Town Hall meeting is to educate the community on comprehensive planning goals and opportunities and to validate the "Pryor Creek Vision." Additionally, since many of the elements of the Comprehensive Plan will be near final, this Open House provides a unique opportunity to convey to the community what the plan means to them. As with previous community meetings, workshop announcements will be crafted and distributed and the project website will be updated.

TASK 3.3: TECHNICAL ADVISORY COMMITTEE SESSION (VISIT #6, MEETING #16)

Conduct a discussion with the Technical Advisory Committee to review the Second Draft Plan document and Town Hall Open House.

TASK 3.4: CITIZENS ADVISORY COMMITTEE SESSION (VISIT #6, MEETING #17)

Conduct a discussion meeting with the Citizens Advisory Committee to review the Second Draft Plan document and Town Hall Open House.

TASK 3.5: INTERNAL PLANNING TEAM MEETING (VISIT #6, MEETING #18)

The Lakota Team will conduct a briefing meeting with the Internal Planning to discuss document revisions and changes.

TASK 3.6: FINAL COMPREHENSIVE PLAN AND IMPLEMENTATION STRATEGIES (DELIVERABLE #6)

Revise, refine and prepare the Final Comprehensive Plan and Implementation Strategies based on the comments from the review committees. The Final Plan will be delivered to the City in both paper and electronic copy. One copy in Adobe Acrobat format will be provided to the City for distribution. A copy will also be posted in the Project Website.

TASK 3.7: MAYES COUNTY BOARD PRESENTATION (VISIT #7, MEETING #19)

Present the Final Plan to the Mayes County Board at a public meeting.

TASK 3.8: PLANNING COMMISSION PRESENTATION MEETING (VISIT #8, MEETING #20)

Present the Final Plan to the Plan Commission at a public meeting for approval and adoption. This step assumes one additional round of revisions may be necessary based on input from the Commission.

TASK 3.9: CITY COUNCIL PRESENTATION (VISIT #9, MEETING #21)

Present the Final Comprehensive Plan to the City Council at a public meeting for approval and adoption.

PROJECT APPROACH

PHASE 4: Zoning Ordinance Rewrite

In Phase 4, the scope of zoning services outlined in the request for proposals reflects a logical and straight-forward approach to completion of the zoning rewrite assignment. The work scope presented here reflects our time-tested methodology for successful completion of development code projects. It can be adjusted to meet the specific needs of the City of Pryor Creek.

4.1: INTERNAL PLANNING TEAM MEETING (VISIT #10, MEETING #22)

A meeting with the Internal Planning Team will be conducted to identify information sources, refine responsibilities, discuss overall goals and scheduling, and discuss priority issues to be addressed in the new zoning ordinance or Land Development Code (LDC).

4.2: TECHNICAL ADVISORY COMMITTEE MEETING

A meeting with the Technical Advisory Committee city staff to identify information sources, refine responsibilities, discuss overall goals and scheduling, and discuss priority issues to be addressed in the new LDC.

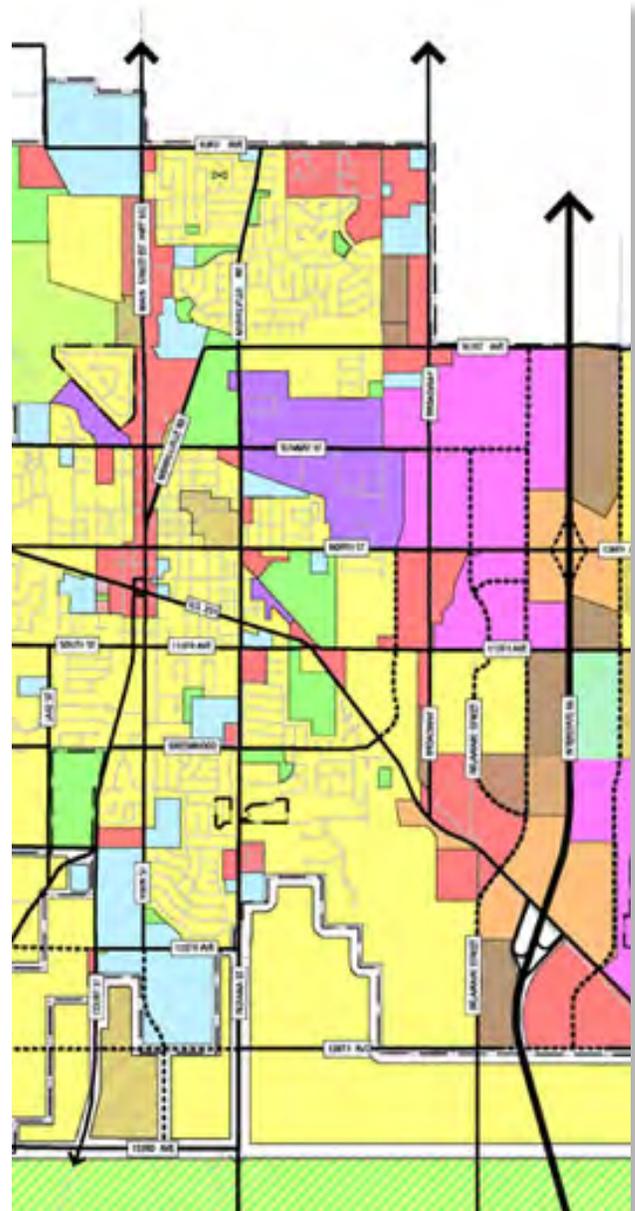
4.3: DATA COLLECTION AND ADDITIONAL FIELD WORK (VISIT #10, MEETING #23)

Duncan will collect and conduct a review of relevant documents (e.g., existing zoning, subdivision and related ordinances) before the initial organizational meeting. During the initial visit, Duncan will work with City staff and the Internal Planning Team to identify and collect other documents, studies and information.

In addition, during Visit #10, Duncan will conduct additional field surveys of Pryor Creek to obtain a first-hand view of existing land use and development patterns and to gain an understanding of the cumulative effects of current and past regulations. These walking and driving tours, which will be continued during subsequent project visits, will be used to explore specific planning issues.

4.4: ORDINANCE USER LISTENING SESSIONS (VISIT #10, MEETING #24)

Duncan will conduct listening sessions with individuals or small groups to further explore issues related to existing ordinances and procedures.



PROJECT APPROACH

4.5: PUBLIC KICK-OFF MEETING (VISIT #10, MEETING #25)

Duncan and the Lakota Team will lead an evening project kick-off meeting intended for the general public. This meeting will be used to announce the project and signal the beginning of an open and transparent process leading to adoption of the City's new LDC. During the public meeting, the team will describe the overall work plan/schedule and identify opportunities for public participation and input over the course of the project. Other agenda items will be identified in consultation with the Internal Planning Team and City staff.

4.6: WEBSITE UPDATE

Throughout the project, Duncan and the Lakota Team will update the project website, which will serve as one outlet for disseminating information regarding the zoning rewrite.

4.7: OUTLINE AND DIRECTIONS PAPER

Based on technical review of existing plans and regulations, and local input, an Outline and Directions paper will be prepared that recommends key substantive and organizational direction for new land use code. The task will result in recommendations for key issues to be addressed in the new code. The paper will include a proposed outline for the new LDC. It will expressly describe how to incorporate user-friendly features in the new regulations.

4.8: INTERNAL PLANNING TEAM MEETING (MEETING #26)

After sufficient time for thorough review of the draft Outline and Directions paper, Duncan and the Lakota Team, will participate in teleconference call with the Internal Planning Team to discuss the document and solicit comments and recommendations for changes. Based on this review, a revised version of the paper will be prepared for committee and public review.

4.8: TECHNICAL ADVISORY AND CITIZEN ADVISORY COMMITTEE MEETINGS (VISIT #11, MEETING #27)

Duncan and the Lakota Team, will participate in on-site meetings with the Technical Advisory and Citizen Advisory Committee meetings to discuss the document and solicit comments and recommendations for changes.

4.9: PUBLIC REVIEW (VISIT #11, MEETING #28)

The Draft Outline and Directions paper will be prepared for presentation in a public meeting or workshop. This presentation will focus on the types of new or revised regulations that will be necessary to accomplish the goals of the zoning rewrite.

4.10: INITIAL DRAFT LDC

Task 4.10 will culminate in the delivery of a preliminary (in-house review) draft of the new development code. The initial draft will be prepared in four modules, breaking the overall document up into smaller, functionally related parts for easier review.

All draft modules will include types of changes and new provisions discussed in Task 4.7. In preparing the draft LDC, Duncan and the Lakota Team will identify major substantive amendments to existing regulations, either within the drafts or by explanation in companion reports. Each draft module will first be delivered for Internal Planning Team review. After receiving staff comments and suggested changes, the draft module will be revised and delivered to the review committees.

TASK 4.11: REVIEW DRAFT

During this task, a public Review Draft will be prepared that consolidates the modules prepared in Task 4.10 and reflects the comments and direction received from the Internal Planning Team and review committees. After allowing time for citizens to thoroughly review the public workshop draft, we will facilitate public review workshops or open houses in Pryor Creek to present the draft and receive comments and recommendations.

4.12: TECHNICAL ADVISORY AND CITIZEN ADVISORY COMMITTEE MEETINGS (VISIT #12, MEETING #29)

Duncan and the Lakota Team, will participate in on-site meetings with the Technical Advisory and Citizen Advisory Committee meetings to discuss the Review Draft document and solicit comments and recommendations for changes.

4.13: PUBLIC REVIEW (VISIT #12, MEETING #30)

The Review Draft will be prepared for presentation in a public meeting or workshop.

PROJECT APPROACH

TASK 4.14: HEARING DRAFT

Following additional input received at the public workshop, a public hearing draft of the new LDC will be prepared.

4.15: INTERNAL PLANNING TEAM MEETING (MEETING #31)

Duncan and the Lakota Team will participate in teleconference call with the Internal Planning Team to discuss the Hearing Draft and solicit comments and recommendations for changes.

TASK 4.16: HEARINGS (VISITS #13 AND #14, MEETINGS #31 AND #32)

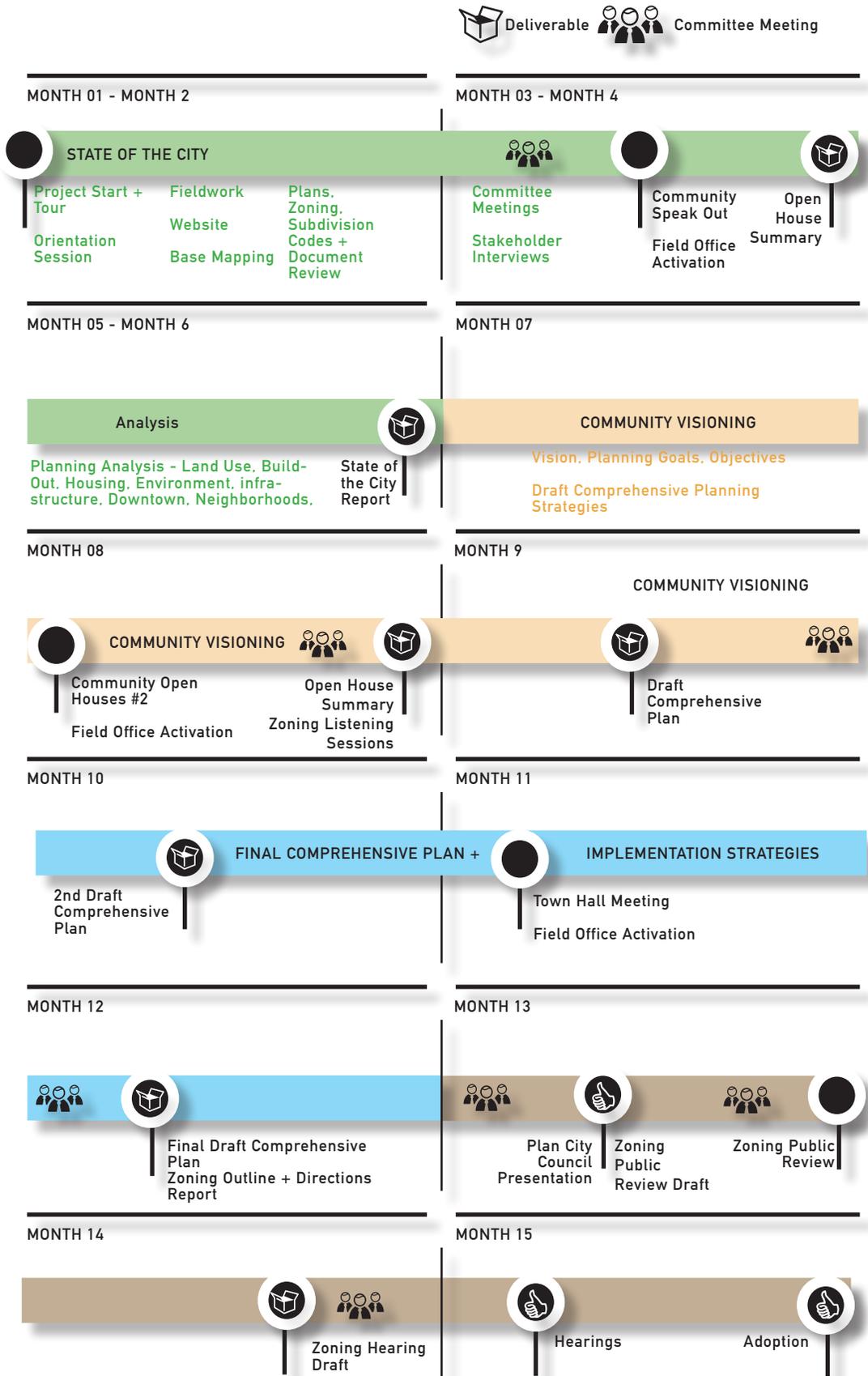
After review by the Internal Planning Team and city staff and officials to thoroughly review the Hearing Draft and provide required notices, Duncan and the Lakota Team will present the Draft at up to two public hearings.

TASK 4.17: FINAL ORDINANCE

Based on the final action of the City Council, a final, adopted version of the Land Use Code will be prepared, including any changes made during the hearing process. Documents will be provided in paper copy and digital format. An Internet-ready, hyper-linked version will also be prepared.



PROJECT SCHEDULE



COST PROPOSAL

The Lakota Team will work closely with the City of Pryor Creek, stakeholders and leadership to refine the project scope and schedule. Our Team has the resources, experience, and expertise to conduct a planning assignment of this importance. It is anticipated that the project will take approximately ten (10) to twelve (12) months to complete based on availability of data and scheduling of meetings.

PROFESSIONAL FEES AND EXPENSES

Professional fees and reimbursable expenses for this assignment are estimated as follows:

By Task

Comprehensive Plan and Implementation Strategies	\$76,862
Zoning Ordinance Rewrite	\$64,500
<i>Total</i>	<i>\$141,362</i>

By Firm

The Lakota Group:	\$50,840
Urban Development Services	\$11,660
TYLIN International	\$14,362
Duncan and Associates	\$64,500
<i>Total</i>	<i>\$141,362</i>
<i>Travel/Expenses</i>	<i>\$13,835</i>

Total Budget **\$155,197**

The above fee estimates are negotiable and can be adjusted based on clarifications or changes to the work scope. The fee estimate includes all the visits, meetings and workshops outlined in the Work Plans and all production materials and copies, including 1 un-bound original and 20 bound copies. An electronic copy will also be provided. Copies of all maps, including the Future Land Use Map will also be provided, along with snapshots of plan goals, illustrations and other materials. The fee also includes the production of all meeting minutes and proceedings.

This submittal does not include any additional meetings, project reviews, presentations, studies, plans, engineering estimates, or designs other than those outlined above and in the Project Approach. If requested for budgeting purposes, the Team will provide fee estimates for additional tasks. Any additional services requested of the Team will be billed on an hourly rate basis according to each firm's current hourly rates. All meeting notes to be prepared by the Lakota Team are included in the cost of this proposal.

This submitted proposal is a firm offer, guaranteed for a 90 day period from April 30, 2015 deadline.

**ATTACHMENT A
ENGINEERING SERVICES AGREEMENT**

**CITY OF PRYOR CREEK OKLAHOMA
BICYCLE TRAIL IMPROVEMENTS**

1. PROJECT UNDERSTANDING

The City of Pryor Creek Oklahoma (City), located at 12 North Rowe Street, Pryor Creek OK 74362, desires to sign, stripe, symbol existing City streets and construct new bicycle trails within Pryor Creek city limits, possibly including trails in or paralleling Oklahoma Department of Transportation rights-of-way. The trails to be marked and constructed have been studied and recommended as part of the Pryor Trails Master Plan project. Construction of these improvements will be contingent upon City Council approval and in some cases, approval by the Oklahoma Department of Transportation – Division 8.

The AASHTO Guide for the Development of Bicycle Facilities and the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) will be utilized to design these improvements.

Anticipated bicycle trail improvements include:

- Signage of specific bike trails and linkages. Signs will depict each trail or linkage name while being similar in appearance in order for riders to recognize they are riding within Pryor city limits.
- Pavement striping and symbols to clearly delineate bike lanes on existing streets.
- New pavements for trails in areas where usage of existing roadways is not a viable option.

SCOPE OF SERVICES

The initial services to be performed by Dewberry Engineers Inc. (Dewberry) under this Agreement will be the Preliminary Design Phase (35%). Subsequent phases – Pre-Final Drawings (85%), Final Construction Documents (100%), and Bidding / Construction Phase Services will be completed following negotiation of the scope, schedule and fee, and the amendment of this agreement. The specific services to be provided in connection with each of these phases are outlined below.

1.1 Preliminary Design Phase (35%)

The preliminary design phase will develop the initial plan sheets of the trails and linkages recommended and prioritized in the Pryor Trail Master Plan. Signage, striping, and symbol placement improvements on urban streets will be depicted on plan sheets using aerial photography as a base map. Trails that will be

constructed on new a new alignment will be depicted on plan – profile sheets, using field surveyed base maps in the plan view.

Upon execution of the Agreement between the City and Dewberry and receipt of the written notice to proceed, the following tasks will be initiated and completed:

- Confirm with the **Pryor Creek Trail Committee** which trails, by name, are desired to be included in the initial engineering. For the purposes of this contract we have assumed two trails along ODOT rights-of-way; US-69 and SH-20 – Bailey to Carbide, and two trails and two linkages along City rights-of-way; Elliott – Park to 29th, 9th – Vann to Oklahoma, Elliott Linkage Loop – 17th to Vann to Park, and Midtown Linkage Loop from SH-20 – Bailey to Park to Coo-Y-Yah to 3rd to Elliott to 2nd to Bailey.
- Meet with Oklahoma Department of Transportation – Division 8 representatives to determine how public highway rights-of-way (US-69 and SH-20) can be used for bicycle trails.
- Visit each trail alignment with members of Pryor Creek Trail Steering Committee (Committee) to visualize and discuss potential alignments.
- Develop preliminary plans following site visits, denoting sign locations, striping / symbol locations, recommended alignments, and areas requiring additional study.
- Prepare written design narrative with ball park costs to accompany initial preliminary plan submittal to Committee and City,
- Review drawings, narrative and costs prior to making **twenty (20) sets** for submittal for review and comment.
- Following Committee and City reviews, meet with each to receive and discuss comments. Prepare written meeting notes to clarify design changes and approvals,
- Modify Preliminary drawings to reflect review comments,
- Calculate improvement quantities and prepare opinion of probable construction cost for each named trail and linkage,
- Following internal review, make **twenty (20) copies** of completed Preliminary Design documents for submittal to Committee and City for use during funding application process.

1.2 Pre-Final Drawing Phase (85%)

The Pre-Final Drawing phase services will include the following tasks:

- *Complete topographic surveys (thru survey subconsultant) of existing conditions between highway pavement edge and existing right-of-way line. Topography, trees, shrubs, drainage swales and ditches, visible utility facilities and markers will be surveyed. Existing roadway bridges will be utilized if possible for river / lake / creek crossings,*
- *Perform geotechnical investigation to determine subsurface conditions and obtain recommendations from a geotechnical engineer relative to the*

stabilization of the proposed trail subgrades. Design services do not include the development of remediation plans should the geotechnical investigations determine the presence of any hazardous materials.

- Determine the horizontal and vertical location of known utilities within trail limits. Locations will be tied where possible to survey data and delineated on the construction drawings.
- Meet with known utility companies (if any) to identify potential utility conflicts and to determine potential relocation requirements of existing utilities.
- Prepare pre-final drawings, including the design criteria for the Project. Prepare an estimate of the Project's probable construction cost based on the level of detail contained in the plans. The drawings, at a minimum, will include a Title Sheet, Typical Sections, Survey Data Sheet, Urban Trail Plan sheets, Highway Trail Plan and Profile Sheets, and Drainage Plans and Details.
- Furnish ten copies of the pre-final documents to Committee, City and ODOT for review, comment, and approval.
- Meet with Committee, City, and ODOT representatives to discuss comments and suggestions before advancing to final construction documents.

2.3 Final Construction Document Phase (100%)

The final construction documents will be advanced to 100-percent completion following the Pre-Final Drawings review meeting. The plans will include horizontal and vertical controls sufficient for the contractor to accurately stake and construct the Project.

2.4 Bidding / Construction Phase Services

The services to be performed by Engineer during the bidding phase will include distribution of bid documents, answering questions, conduct pre-bid conference, prepare addendum, if necessary, prepare Engineer's estimate of construction cost, conduct bid opening, analyze bids received and make recommendation to City regarding award of the construction contract.

Services to be provided by Engineer during the construction phase may include answering questions during construction, prepare change orders, if necessary, interpreting the plans and specifications, provide general observation of construction during periodic visits, review Contractor's requests for payment, conduct pre-final and final inspections of the work, and prepare a set of "As-Recorded" drawings.

Resident or "full-time" inspection services are not included as a part of the basic services provided for the Project. Should Client desire this service, Engineer will furnish it following negotiation of a separate fee for this service.

2. **COMPENSATION**

Owner agrees to pay, as compensation for services set forth above the following fees, payable monthly as each phase of the work progresses and within 30 calendar days of receipt of invoice.

For work performed under the Preliminary Design Phase of the Project, Owner will pay Engineer a lump sum fee of Nineteen Thousand, Nine Hundred dollars and no cents (\$19,900.00).

The Engineer and Owner will negotiate the scope, schedule, fee for the Pre-Final Drawings Phase, Final Construction Document Phase, and Bidding / Construction Phase Services prior to the initiation of these services.

For Bidding Phase and Construction Phase services, Engineer shall submit monthly invoices based on actual hours used and deliverables provided at the time of billing. Invoices shall be accompanied by such documentation as Owner may require in substantiation of the amount billed.

3.1 **Terminated Services**

If this Agreement is terminated, Engineer shall be paid for services performed to the effective date of termination.

3.2 **Condition of Payment**

If Owner fails to make payments due Engineer within 60 days of the submittal of any progress payment invoice, Engineer may, after giving 15 days written notice to Owner, suspend services under the Agreement.

If the Project is delayed, or if Engineer's services for the Project are delayed or suspended for more than 180 days for reasons beyond Engineer's control, Engineer may, after giving fifteen days written notice to Owner, request renegotiation of compensation, or may terminate the Agreement.

3. **TIME OF COMPLETION**

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done under this Agreement are essential provisions of the Agreement. Engineer agrees to perform the work outlined above under Paragraph 2.1 Preliminary Design within approximately 60 calendar days after the date specified in the Notice to Proceed.

AGREEMENT
for
ENGINEERING SERVICES
CITY OF PRYOR CREEK OKLAHOMA
BICYCLE TRAIL IMPROVEMENTS

THIS AGREEMENT, between the City of Pryor Creek Oklahoma hereinafter referred to as CITY and Dewberry Engineers Inc., hereinafter referred to as ENGINEER;

WITNESSETH

WHEREAS, CITY desires to designate and / or construct new bicycle trails within the city limits of Pryor Creek, possibly including trails within or paralleling Oklahoma Department of Transportation rights-of-way, hereinafter referred to as the PROJECT; and

WHEREAS, CITY requires certain engineering design and construction phase services in connection with the PROJECT, hereinafter referred to as the SERVICES; and

WHEREAS, ENGINEER is prepared to provide such SERVICES.

NOW, THEREFORE, in consideration of the promises contained in this AGREEMENT, CITY and ENGINEER agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____, 2015.

ARTICLE 2 – GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 – SERVICES TO BE PERFORMED BY ENGINEER

ENGINEER shall perform the SERVICES described in Attachment A, Paragraph 2, Scope of Services.

ARTICLE 4 – COMPENSATION

CITY shall pay the ENGINEER in accordance with Attachment A, Paragraph 3, Compensation.

ARTICLE 5 – TIME FOR COMPLETION

The ENGINEER shall provide the necessary services and complete all work required or undertaken in a manner consistent with each phase of the PROJECT within the times stated in Attachment A, Paragraph 4, Time for Completion.

ARTICLE 6 - STANDARD OF CARE

The ENGINEER shall exercise the same degree of care, skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. The ENGINEER shall correct the SERVICES which fail to satisfy this standard of care. No warranty, expressed or implied is included in this AGREEMENT or in any drawing, specifications report or opinion produced pursuant to this AGREEMENT.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT and the ENGINEER's fees for the SERVICES and in consideration of the promises contained in this AGREEMENT, CITY and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. ENGINEER and CITY each agrees to defend, indemnify and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of ENGINEER and CITY, such liability shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. ENGINEER shall indemnify CITY against legal liability for damages arising out of claims by ENGINEER's employees. CITY shall indemnify ENGINEER against legal liability for damages arising out of claims by CITY's employees.

7.4 Survival. Upon completion of all SERVICES, obligations and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INSURANCE

During the performance of the services under this AGREEMENT, ENGINEER shall maintain the following insurance:

8.1 General Liability Insurance with a combined single limit of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate.

8.2 Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 for each accident.

8.3 Workers Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each occurrence.

8.4 Professional Liability Insurance with a minimum annual limit of \$1,000,000 in the aggregate.

ENGINEER shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days written notice to CITY. ENGINEER and CITY each shall require its insurance carriers to waive all rights to subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES.

A similar provision shall be incorporated into all contractual arrangements entered into by CITY and shall protect CITY and ENGINEER to the same extent.

ARTICLE 9 - LIMITS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the CITY or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment A, Paragraph 2, Scope of Services.

ARTICLE 10 - OPINIONS OF COST AND SCHEDULE

Since ENGINEER has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualification as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

ARTICLE 11 - REUSE OF DOCUMENTS

Upon CITY's request, ENGINEER shall furnish CITY with specified drawings in ink on velum or on "compact disk". All documents, including, but not limited to, maps, drawings, specifications and computer models or software prepared by ENGINEER pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on any other project. They are, however, intended and represented to be suitable for reuse by CITY or others on revision or extensions of the PROJECT.

ARTICLE 12 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

CITY may terminate or suspend performance of this AGREEMENT for CITY's convenience upon written notice to ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule acceptable to CITY. If termination or

suspension is for CITY's convenience, CITY shall pay ENGINEER for all the services performed to date, amount not to exceed the normal fee amount due for the services rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

ARTICLE 13 - DELAY IN PERFORMANCE

Neither CITY nor ENGINEER shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes, fire; epidemics, war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage, judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT.

ARTICLE 14 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER:

Dewberry Engineers Inc.
Attn: Craig S. Swengle, P.E.
1350 S. Boulder, Suite 600
Tulsa, Oklahoma 74119

CITY:

City of Pryor Creek
Attn: Doug Moore
12 North Rowe Street
Pryor, Oklahoma 74362

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.

ARTICLE 15 - WAIVER

A waiver by either CITY or ENGINEER of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 16 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall, in no way, affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provision of this Article shall not prevent this entire AGREEMENT from

being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 17 - INTEGRATION

This AGREEMENT represents the entire and integrated agreement between CITY and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 18 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of Pryor Creek.

(SEAL)
ATTEST:

Dewberry Engineers Inc.

Christine Hiatt, Assistant Secretary

By: _____
Craig S. Swengle, P.E.
Associate Vice President

Date: _____

(SEAL)
APPROVED: City of Pryor Creek

Susan Newberry
508 East Main Street
Adair, Oklahoma 74330
(918) 864-5588

July 20, 2015

Jimmy Tramel
City of Pryor Creek
P. O. Box 1167
Pryor, Oklahoma 74362

Dear Mayor Tramel:

This is to formally notify you that I am resigning from the Thomas J. Harrison Pryor Public Library. Friday, July 31, 2015 will be my last day administrating as the director of the library for the City of Pryor Creek.

Thank you very much for the opportunity to serve the citizens of Pryor Creek as the Director of the Thomas J. Harrison Pryor Public Library. The last four years have been an interesting and rewarding experience. This wasn't an easy decision, but after long hours of consideration, my decision is now final and I have accepted a position with a school district for the upcoming year.

Sincere thanks and best wishes for the future.

Sincerely,



Susan Newberry, Director

Cc: Nettie Anderson, Jack Hardy, Kathy Lavalley, and Paul Stevens



PUSH PEDAL PULL

the exercise equipment experts

PUSH PEDAL PULL
ATTN: MANAGER (918) 493-5977
9934 S. Riverside Pkwy
Tulsa OK 74137

Cell / Text: (918) 557-0041

rschoolfield@pushpedalpull.com

Quote # 48-5410

Purchase Recommendation

Prepared by: Ryan Schoolfield

Quote Date	Quote #
7/13/2015	9848

Billing Address	Shipping Address
PRYOR CREEK REC CENTER ATT: ACCOUNTS PAYABLE 1111 SOUTHEAST 9TH ST Pryor OK 74361	PRYOR CREEK REC CENTER ATT: Laura Holloway 1111 SOUTHEAST 9TH ST Pryor OK 74361

Account No.	Customer Email
190012193 PRYOR CREEK REC CENTER	hollowayl@pryorok.org

Item #	MFR	MODEL	Description	Qty	MSRP	Price	Extended
9090	KEISER CO...	005501PBC	M3 INDOOR CYCLE W/COMPUTER - PLATINUM	3	1,795.00	1,397.33	4,191.99
9977		DEL	DELIVERY/INSTALLATION	1		215.00	215.00
9901		FC	FREIGHT COMMERCIAL	1		210.00	210.00

*7/29/15
ST*

Standard Terms and Conditions:

- 30% deposit and approve P.O. with order. Balance due upon delivery.
- All unit prices are F.O.B. destination.
- Prices are subject to change 30 days after the quote date.
- There will be a 2% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
- The above quotation is computed to be performed during regular business hours. Any special request by the buyer necessary to complete work will be paid by the buyer.
- Clerical errors are subject to correction.
- Buyer agrees to promptly file claim for all goods damaged in transit.
- There will be a 20% restocking fee on merchandise ordered but not accepted. Delivery, Set-Up, and Freight will not be refunded.
- A Preventative Maintenance Agreement is available for all equipment.
- Equipment lease is available with approved credit.

Subtotal \$:	4,616.99
Sales Tax \$:	0.00
Total \$:	4,616.99

Acceptance of Proposal:
These prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed with full understanding of the payment terms.

Date:

Authorized Signature:

P.O. Number:

Print Signature:



Laura Holloway <hollowayl@pryorcreek.org>

Invoice

2 messages

Laura Holloway <hollowayl@pryorcreek.org>
To: Jimmy Dresher <jimdresher@murraywomble.com>

Wed, Jul 29, 2015 at 8:44 AM

Please send me a invoice with a break down of the cost of everything plus labor want to put on the agenda for next weeks city council meeting but need by tomorrow.

Jimmy Dresher <jimdresher@murraywomble.com>
To: Laura Holloway <hollowayl@pryorcreek.org>

Wed, Jul 29, 2015 at 9:00 AM

Laura, PMCE Bolt on Edge pads \$1,300.00 for Pads and Freight and \$427.00 For removal and installation of Pads = \$1,727.00

Cords to hold nets on: Material and Freight \$26.00

Service Bleachers: \$840.00

Service Net: \$560.00

Service Ball Goals \$840.00

*\$3993 total
PMA gymnasium
acct 845-5091
Repair + maintenance*

From: Laura Holloway [mailto:hollowayl@pryorcreek.org]
Sent: Wednesday, July 29, 2015 8:45 AM
To: Jimmy Dresher
Subject: Invoice

Please send me a invoice with a break down of the cost of everything plus labor want to put on the agenda for next weeks city council meeting but need by tomorrow.

Muskogee Communications, Inc.

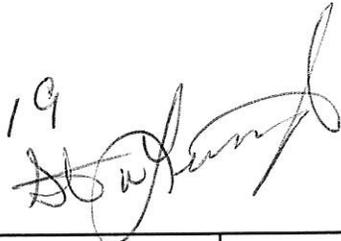
1651 N. York
P.O. Box 1613
Muskogee, OK 74402

Estimate

DATE	ESTIMATE NO.
6/30/2015	1010

NAME / ADDRESS
Pryor Police Department Attn: Steve Lemmings 214 S. Mill Pryor OK 74361

44-445-5419



DESCRIPTION	QTY	COST	TOTAL
DELL OPTIPLEX 7020 COMPUTERS	3	1,300.00	3,900.00
INSTALL NEW COMPUTERS AND UPGRADE CONSOLE SOFTWARE ON 2 DISPATCH COMPUTERS AND 1 CSDM COMPUTER	1	2,040.00	2,040.00
TOTAL			\$5,940.00



Pryor Police Department
 214 S. Mill
 Pryor, OK 74361

Consultant:
 Jane Hyde, x174
 jhyde@stewartsigns.com
 Direct Fax: (888) 328-4524
 Customer ID: 3117555
 Quote #: 865763 / 1
 Quoted: 7/9/2015

Attn: James Willyard
 918-825-1212

DESCRIPTION

5'x 8' Freestanding Sign with Signature Face(s) Decorated on Inside Surface with 3M Vinyl Graphics. 10-1/2" Deep
 Extruded Aluminum Cabinet

Face / Cabinet Details

Double Sided Header Area Decorated with Internal Photo-Real Graphics
 Face Removable via Right and Left Retainers

Electrical Information

Structural Details

Mount Style: Dual Leg Mount Cowling (Creates Pedestal Appearance)
 Customized Mount Size: Leg Height: 10 Ft 0 In
 Leg Width: 2 Ft 8 In Overall Sign Height: 15 Ft 0 In
 Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

Shipping included

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black Draft: White
 Header Copy: White Mount: Black

Investment: \$9,254.00

Unless otherwise noted in Special Instructions, these prices are valid for 60 days.
 Freight, storage, other freight services and applicable sales tax will be added to your invoice.
 Organizations exempt from sales tax must include exempt certificate with order.

Shipping Terms: F.O.B. Origin
 Payment Terms: Net 30 Days

Customer's Authorized Signature

7/9/2015

Print Name

Date

Jane Hyde, Regional Manager - Church & Municipal
 Divisions
 (800) 237-3928, x174

Date

Your Consultant: Jane Hyde (800) 237-3928, x174	Customer ID: 3117555	Quote Number: 865763 / 1	Date Quoted: 7/9/2015
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SHIPPING INFORMATION

SIGN (via Common Carrier)

*** All applicable items will be sent to the CUSTOMER address ***
*** unless noted otherwise below ***

Pryor Police Department
214 S. Mill
Pryor, OK 74361

INVOICE (via USPS)

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated on reverse.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Your Consultant: Jane Hyde
(800) 237-3928, x174

Customer ID: 3117555

Quote Number: 865763 / 1

Date Quoted: 7/9/2015

Stewart Signs
America's Premier Sign Company
Limited Product Warranty

Definition of Warranty Coverage:

Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated company products (the "Product") will be reasonably free of defects in materials and workmanship. During the Limited Warranty Period the Company will, at its discretion, repair or replace any defective covered product. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company and this Limited Warranty is conditioned upon compliance with all such instructions.

Sign Structure and Sign Face: Under normal use and service should the sign structure or identification/changeable copy portion of the sign malfunction DURING THE LIFE OF THE SIGN due to defects in workmanship or materials, with the exception of lamps and ballasts, the Company will, at its option, repair or replace any defective materials. Vandalism to Sign Faces: This limited warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with the damage to the sign cabinet.

Failed electronic parts or assemblies will be repaired, exchanged or replaced, at the discretion of the Company. Telephone support is provided as needed during the warranty period. Removing and reinstalling repaired or replacement parts are the responsibility of the owner. Replacement or repaired parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Limited Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.

The Company will repair failed LED pixels, if greater than 0.5% (one-half of one percent) of the total number of pixels in the sign have failed in one (1) year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. Owner bears the responsibility of transporting Product to Company's Repair Center. As known within the Sign Industry all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Warranty does not cover normal LED degradation.

The Company will make reasonable attempts to repair failed radio components. The Company defines radio component failure as a radio component that does not transmit or receive data properly due to a manufacturer's defect. If the Company, at its discretion, determines a repair is unreasonable, replacement is not included in this Warranty and the third-party manufacturer's warranty will apply. Local site interference or obstructions may cause intermittent or complete failure of radio performance. This Warranty does not include the provision of replacement communication methods (such as wire, fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference. The Warranty does not cover electrical work external to the equipment, accessories, alterations, attachments, or other devices furnished by the Company. Batteries and metallic or fiber optic data cables are not covered.

Eligibility and Warranty Period:

This Limited Warranty is not transferable. Service under this Limited Warranty begins immediately upon shipment to the Customer or the Customer's Authorized Reseller. Unless otherwise stated the Limited Warranty period is 5 years.

Customer Obligations:

Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary tools, machines, communication facilities and other equipment at no charge.

Exclusions and Restrictions:

The Company reserves the right to restrict service, limit replacement parts or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product including diagnosis, removal and installation of parts or products. Any on-site service required by the Customer of Company technicians or a local Authorized Service Provider is billable to the customer based on an agreed upon written quote.

This Limited Warranty does not apply to software. Software is covered by a separate Agreement, which appears in the seller's software license agreement. This Limited Warranty does not apply to any third-party hardware products or software, even if packaged or sold with the Company's Product. Manufacturers, suppliers, or publishers, other than the Company, may provide their own warranties to the end-user purchaser, but the Company, in so far as permitted by law, provides their products "as-is". This includes, but is not limited to, electronic ballasts and radio components.

This Limited Warranty specifically does not cover the following:

1. Third-party communications devices such as wireless devices and modems, except that the Company will facilitate the return of such components to the manufacturer if they are still within the manufacturer's warranty;
2. Product that has been moved from its original installation location or is mounted in a mobile structure;
3. Cosmetic damage to the product (including but not limited to scratches, dents and broken plastic that do not otherwise affect the functionality of the Product or materially impair its use);
4. Temperature sensors will register results +/- 5 degrees given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
5. Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.

Your Consultant: Jane Hyde
(800) 237-3928, x174

Customer ID: 3117555

Quote Number: 865763 / 1

Date Quoted: 7/9/2015

This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:

1. Defects caused by non-compliance with Company's instruction manual or any other such instructions;
2. Defects caused by unreasonable or unintended use of Product, improper or unauthorized handling, accident, omission, neglect, vandalism (unless otherwise noted in this Warranty), misuse, physical abuse, installation, use and/or fabrication, and maintenance of the Product by any party other than the Company;
3. Damage not resulting from manufacturing defects that occur while the Product is in the Owner's control and/or possession;
4. Extreme physical or electrical stress or interference; environmental conditions beyond the Company' control such as man-made or naturally occurring corrosives and metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
5. Unauthorized modification including installation of third-party software on the Product.
6. Product modification or service by anyone other than: (a) The Company, (b) a Company Authorized Service Provider, or (c) Customer's own installation of Company approved parts with instruction from the Company.
7. Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
8. Products installed with known or visible manufacturing defects at the time of installation.

All items returned to The Company must have a Return Materials Authorization (RMA) number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. For exchange items, the number is included with the shipment of the exchange unit. The defective part must be returned to the Company or the Customer will be charged the price of a replacement part.

The Company will provide and be responsible for the cost of shipping parts from The Company to the Customer, with the exception of sign faces replaced due to vandalism. For shipments weighing less than 30 lbs, the Company will ship in the US/Canada using 2nd day delivery. For shipments over 30 lbs, or outside the US/Canada, the Company will ship out using ground delivery or service of its choosing. Expedited delivery is available to the Customer at their expense. The Customer will provide and be responsible for the cost of shipping parts to The Company.

Service to a damaged or malfunctioning sign which has not been ordered or authorized by the Company' Customer Support Department is not only not covered under this warranty, but also will immediately and automatically invalidate this warranty. Removing and reinstalling any and all repaired or replacement parts are the responsibility of the owner.

Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim the Customer must contact the Company at the location specified below, providing your name and any other required contact information, a description of the Product, date of Product purchase, and nature of the defect, which may include, but is not limited to, written descriptions, photographs, video, defective parts or other evidence. The Company reserves the right to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this warranty.

Title to the product passes to the buyer upon our delivery to the freight carrier. Loss or damage to the product when in possession of the freight carrier is the responsibility of the customer and the freight carrier is not covered by this warranty. Upon delivery, incidental blemishes and scratches are considered normal unless they can be viewed from 20 feet or more under normal use conditions. The Company assumes no liability for damage caused by careless handling or poor installation except for work completed by employees or agents of The Company. In the event the sign is damaged during shipping it is the responsibility of the buyer to refuse delivery causing the sign to be returned to the manufacturer for repair.

Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.

THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE PRODUCT. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

Limitation of Liability

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Contact Information:

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Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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Steve Lemmings <lemmingss@pryorcreek.org>

Sign for the Animal Shelter

1 message

Brian Shivley <brian@peink.me>
To: lemmingss@pryorcreek.org

Fri, Jul 31, 2015 at 7:14 PM

Steve and James,

So this is what I know about the Sign for the Rockin'G animal shelter.

Option 1 will include:

5 x 8' ft Double sided sign cabinet

2 – alumalite sign faces 5 x 8' x 3/16"

1 – Pocket Poll Mounting Bracket

1 – 10 ft Pole with top and bottom mounting hardware

2 – 40 ft² Prints on Calendared Vinyl with Laminate (Graphic design and printing is included in this.)

Excavation for sign footing

Concrete for sign footing

Hardware for Pocket Pole System base Pole Mount

Sight Prep and Installation at your site in Pryor Creek.

Option 1 cost excluding municipal sign permit and sales tax (we are assuming you are exempt) - \$4,580

Option 2 will include everything in Option 1 except the Alumalite Sign Faces and Standard Vinyl Prints. In addition:

- 2 - Acrylic Sign Faces 5 x 8' x 3/16"
- 2 - 40 ft² Prints on Translucent Vinyl with Laminate
- 2 - Hanley White P-Series 50 Module LEDs in 25' strand
- 2 - Hanley Premium 60 Watt Power Supplies
- 2 - Zoro 100 watt Polycrystalline 26 x 41" solar panels
- 1 - 100 Ah High DoD 12 volt battery

Design of electrical components to turn the LEDs off when there is acceptable sunlight and to protect the battery from over discharging. This should keep the lights on for several hours during the winter and most of the night during the summer. (Of course the performance can be degraded on heavily overcast days. 12 hours of bright sunshine could provide 10+ hours of sustained light use.)

This is a complete lighted sign with LEDs for great longevity, extremely low maintenance and light with no need for connection to the power grid.

Option 2 cost excluding municipal sign permit and sales tax (we are assuming you are exempt) - \$5,460.

I am sure that this quote will generate questions; so, you know how to reach me. Use my cell for fastest communication.

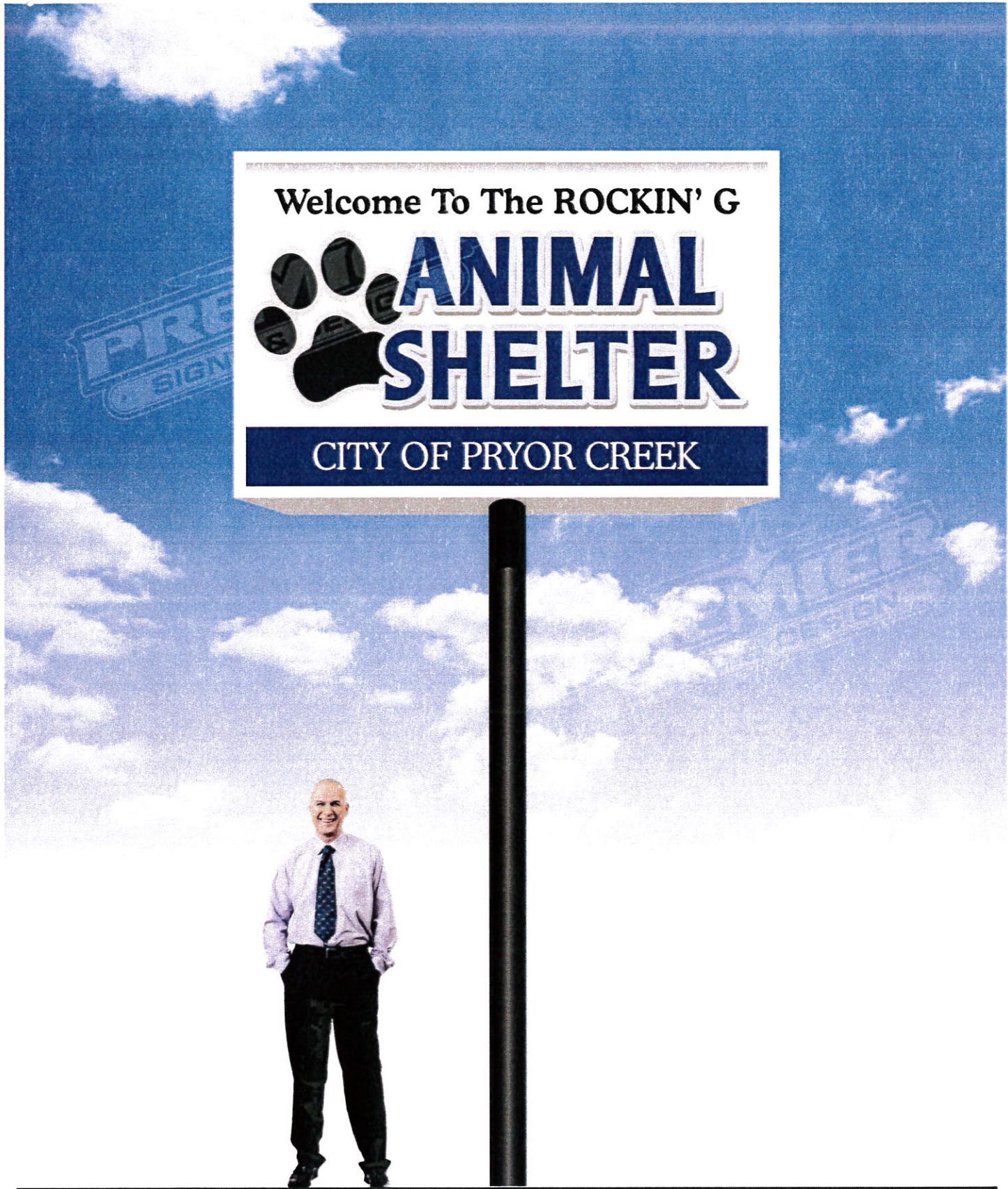
Talk to you soon,

Brian Shivley

Prime Elements

417.358.2300 office

417.850.6262 cell



Welcome To The ROCKIN' G

 **ANIMAL
SHELTER**

CITY OF PRYOR CREEK



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SCALE

NTS

DATE

7-6-15

JOB NO. / FILE

15 Pending: Rockin G

5'x8' Non-Lighted Sign