

CHANGE MONTH



City of Pryor Creek  
 Monthly Financial Summary  
 Month of August 2016

	Current Month			Year to Date			Total Cash		Profit <Loss> Year to Date	Ending Fund Balance
	Fund Bal. Beg. of Month	Revenue	Expen.	Profit <Loss> for Month	Fund Bal. End of Month	Fund Bal. Beg. of Year	Revenue	Expen.		
2 General Fund	1,130,775.72	381,704.67	512,130.03	-130,425.36	1,000,350.36	1,282,908.69	709,466.02	994,024.35	-284,558.33	998,350.36
13 Fee in lieu	59,727.83	14.63	0.00	14.63	59,742.46	59,712.75	29.71	0.00	29.71	59,742.46
14 Street & Drainage	2,131,385.97	119,040.52	225,329.35	-106,288.83	2,025,097.14	2,067,746.24	231,992.23	375,803.06	-143,810.83	1,923,935.41
15 Cemetery Care Interest	9,588.82	31.22	0.00	31.22	9,620.04	9,556.81	63.23	0.00	63.23	9,620.04
19 Cemetery Care Fund	118,258.08	1,437.50	0.00	1,437.50	119,695.58	117,508.08	2,187.50	0.00	2,187.50	119,695.58
41 Golf Course	360,398.25	33,350.96	39,815.99	-6,465.03	353,933.22	342,571.09	67,521.99	72,661.06	-5,139.07	337,432.02
44 Capital Outlay	545,983.59	38,720.67	0.00	38,720.67	584,704.26	509,756.18	75,307.16	359.08	74,948.08	584,704.26
45 Capital Outlay Reserve	99,033.64	779.23	0.00	779.23	99,812.87	98,727.93	1,084.94	0.00	1,084.94	99,812.87
46 Real Property Acquisition	464,207.70	113.52	41,606.00	-41,492.48	422,715.22	462,437.09	3,697.13	49,919.00	-46,221.87	416,215.22
75 Hotel/Motel Tax	96,665.65	5,878.46	67,893.35	-62,014.89	34,650.76	91,990.51	10,553.60	67,893.35	-57,339.75	34,650.76
80 Library Building Fund	16,961.08	4.15	0.00	4.15	16,965.23	16,956.80	8.43	0.00	8.43	16,965.23
83 GOB Sink Fund	2,312,750.78	86,225.56	0.00	86,225.56	2,398,976.34	2,231,340.26	167,636.08	0.00	167,636.08	2,398,976.34
84 Rec Center - Cash Fund	1,173,672.07	76,366.13	60,387.44	15,978.69	1,189,650.76	1,141,388.52	152,650.91	146,040.93	6,609.98	1,147,998.50
88 Public Works Authority	48,275.70	2,843.74	3,809.47	-965.73	47,309.97	45,572.97	5,664.64	3,927.64	1,737.00	47,309.97
91 E-911 Cash Fund	30,495.71	1,970.60	865.86	1,104.74	31,600.45	28,963.31	4,426.84	1,789.70	2,637.14	31,600.45
92 Library Special Cash A/C	42,228.49	153.26	3,594.44	-3,441.18	38,787.31	43,626.47	1,057.78	5,896.94	-4,839.16	38,787.31
93 Community Development Blk				0.00	0.00				0.00	0.00
95 Seizures	22,989.65	5.63	0.00	5.63	22,995.28	22,983.84	11.44	0.00	11.44	22,995.28
96 Donations & Earmarked Monies	314,697.70	5,218.39	707.39	4,511.00	319,208.70	308,026.46	11,749.63	707.39	11,042.24	319,068.70
<b>Totals</b>										



# PROCLAMATION

Whereas: With the help from our local community leaders, schools, higher educational facilities and industry, MidAmerica Industrial Park will be hosting different events throughout Mayes County during the week of October 3<sup>rd</sup> - October 7<sup>th</sup>, 2016.

Whereas: Manufacturing Day has been designed to expand knowledge about and improve general public perception of manufacturing careers and manufacturing's value to the U.S. economy.

Whereas: Manufacturing Day is for students, parents, educators, media, customers, suppliers and the community at large. Visitors will learn about real career opportunities, training and resources. In addition, manufacturers will learn about business improvement resources and services delivered through manufacturing extension partnerships.

Therefore: I, Jimmy J. Tramel, Mayor of Pryor Creek, Oklahoma, do hereby proclaim:

*October 5<sup>th</sup>, 2016 as Manufacturing Day*



Attest:

\_\_\_\_\_  
*Eva Smith, City Clerk*

\_\_\_\_\_  
*Jimmy J. Tramel, Mayor*

ORDINANCE NO. 2016- 2

AN ORDINANCE OF THE CITY OF PRYOR CREEK, OKLAHOMA PROVIDING THAT TITLE 2, CHAPTER 2 OF THE CODE OF ORDINANCES, CITY OF PRYOR CREEK, OKLAHOMA, REGARDING CITY SALES TAX BE AMENDED LEVYING AND ASSESSING A .225% EXCISE TAX (SALES TAX) IN ADDITION TO ANY AND ALL OTHER EXCISE TAXES NOW IN FORCE UPON THE GROSS RECEIPTS OR PROCEEDS DERIVED FROM ALL SALES TAXABLE UNDER OKLAHOMA SALES TAX CODE; PROVIDING FOR THE USE OF THE PROCEEDS OF SAID EXCISE TAX; PROVIDING FOR THE EFFECTIVE DATE; PROVIDING FOR NO REPEAL OF TAX; PROVIDING FOR SUBSISTING STATE PERMITS; PROVIDING FOR PAYMENT OF TAX; PROVIDING THAT THE TAX IS IN ADDITION TO TAXES CURRENTLY LEVIED; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE ARE CUMULATIVE AND IN ADDITION TO ANY AND ALL TAXING PROVISIONS OF OTHER CITY ORDINANCES; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

**WHEREAS**, on November 7, 1972 Ordinance No. 72-16 of the city of Pryor Creek, Oklahoma was approved by a majority of the registered voters of the City imposing a 1% city sales tax for the purpose of providing revenues for street improvement, drainage improvement, and extension and improvement of public utilities; AND

**WHEREAS**, in the year 1994, by approval of the voters of Ordinance No. 94-2, the foregoing Ordinance No. 72-16 providing for a 1% city sales tax was amended providing that the 1% tax imposed be re-allocated in its purpose to provide for 0.65% thereof to the Street Department, 0.125% thereof to Capital Outlay, 0.125% thereof to the city's General Fund, and 0.10% thereof to be allocated between the Street Department and the city's General Fund by Council Resolution; AND

**WHEREAS**, in the year of 1976 Ordinance No. 76-1 of the city of Pryor Creek, Oklahoma was approved by a majority of the registered voters of the City imposing a 1% city sales tax for the purpose of providing revenues for the general support of the functions of the Municipal Government of the city; AND

**WHEREAS**, in the year of 1986 Ordinance No. 86-18 of the city of Pryor Creek, Oklahoma was approved by a majority of the registered voters of the City imposing a 1% city sales tax for the purpose of providing 0.50% of the revenues for capital improvements of the Municipal Utility Board, and 0.50% of the revenues to the general support of the functions of the Municipal Government of the city; AND

**WHEREAS**, in the year of 2002 Ordinance No. 2002-1 of the city of Pryor Creek, Oklahoma was approved by a majority of the registered voters of the City imposing a 0.75% city sales tax for the

purpose of providing 0.50% of the revenues for payment of indebtedness to be incurred in the construction and equipping of the Municipal Recreation Center facility, and 0.25% of the revenues to the payment of operation and maintenance expenses on the Municipal Recreation Center facility and/or the payment of debt service or for the acquisition of equipment for the use of the Municipal Recreation Center facility; With the 0.50% portion of the tax to terminate on the earlier of payment of the debt or 15 years; AND

**WHEREAS**, in the year of 2011 Ordinance No. 2011-1 of the city of Pryor Creek, Oklahoma was approved by a majority of the registered voters of the City imposing a 0.50% city sales tax for the purpose of (1) constructing and improving streets, drainage facilities and utility relocations, (2) constructing, equipping and furnishing a new city hall, and (3) repairing, refurbishing and equipping the existing Municipal Recreation Center and/or the payment of debt service or projects; With the 0.50% tax to terminate on the earlier of payment of the debt or 15 years;

**WHEREAS**, the combined total effective current city sales tax rate is 3.75%, with 3.25% thereof being of a permanent duration of time and 0.50% being of a temporary and limited duration of time in effectiveness.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA:** That Pryor Creek City Code Title 2, Chapter 2 is hereby amended by the adoption and addition of the "Sales Tax Ordinance 2016" to read as follows:

**Section 1. CITATION AND CODIFICATION:**

This ordinance shall be known and may be cited as the Pryor Creek, Oklahoma, "Sales Tax Ordinance 2016", and is hereinafter referred to as "Ordinance".

**Section 2. SUBSISTING STATE PERMITS:**

All valid and subsisting permits to do business issued by the Oklahoma Tax Commission pursuant to the Oklahoma Sales Tax Code are, for the purpose of this ordinance hereby ratified, confirmed and adopted in lieu of any requirement for an additional permit for the same purpose.

**Section 3. EFFECTIVE DATE:**

This ordinance shall become and be effective on and after October 1, 2016, subject to approval of a majority of the registered voters of the City of Pryor Creek, Oklahoma, voting on same as prescribed by law, said election to be held August 23, 2016.

**Section 4. PURPOSE OF REVENUES:**

It is hereby declared to be the purpose of this Ordinance to provide revenues for the general support of the functions of the Municipal Government of the City of Pryor Creek, Oklahoma, and all lawful expenditures of the city related thereto.

**Section 5. TAX IMPOSED:**

There is hereby imposed an excise tax (sales tax) of .225% in addition to any and all other excise taxes (sales tax) now in force; said excise tax to be levied upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code.

**Section 6. PAYMENT OF TAX:**

The tax herein levied shall be paid to the Tax Collector at the time and in the manner and form prescribed for payment of municipal sales tax under the State Tax Laws of the State of Oklahoma.

**Section 7. DEFINITIONS:**

The definitions of words, terms, and phrases contained in the "Oklahoma Sales Tax Code" and provisions of state law applicable to Municipal Taxation (OKLA. STAT. Tit. 68 §§ 2701 et. seq.) are hereby adopted by reference and made a part of this Ordinance.

**Section 8. AMENDMENTS:**

The people of the City of Pryor Creek, Oklahoma, by their approval of this Ordinance at the election herein provided for, hereby authorize the City by Ordinance duly enacted to make such administrative and technical changes or additions in the method and manner of administration and enforcing this Ordinance as may be necessary or proper for efficiency and fairness or in order to make the same consistent with the Oklahoma Sales Tax Code, as amended, except that the rate of the tax herein provided for shall not be changed without approval of the qualified electors of the City as provided by law.

**Section 9. PROVISIONS CUMULATIVE:**

The provisions hereof shall be cumulative and in addition to any and all other taxing provisions of the Code of Ordinances of the City.

**Section 10. INCORPORATION OF ORDINANCES:**

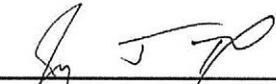
The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the City of Pryor Creek, Oklahoma, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the City Code of Ordinances.

**Section 11. SEVERABILITY:**

The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

**PASSED AND APPROVED** by the Mayor and City Council of the City of Pryor Creek, Oklahoma, in regular session on this 7th day of June, 2016.

**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: June 7, 2016

**RESOLUTION NO. 2016- 4**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA RESOLVING TO SUBMIT TO THE REGISTERED AND QUALIFIED VOTERS OF THE SAID CITY, THE PROPOSITION THAT ARTICLE II, SECTION 3 OF THE CHARTER OF THE CITY OF PRYOR CREEK, OKLAHOMA SHOULD BE AMENDED PROVIDING FOR THE APPOINTMENT BY THE MAYOR AND COUNCIL THOSE PERSONS TO SERVE IN THE OFFICES OF POLICE CHIEF, CITY CLERK AND CITY TREASURER POSSESSED OF QUALIFICATIONS AS ORDAINED BY THE CITY COUNCIL.**

**WHEREAS,** the Charter of the City of Pryor Creek, Oklahoma, in Article II Section 3 currently provides for the election of those persons to serve in the offices of Chief of Police, City Clerk and City Treasurer for two (2) year terms, AND

**WHEREAS,** the only qualifications to serve in an elective office of the City of Pryor Creek, Oklahoma are those as set forth in Article II, Section 5 of the Charter, that a person be at least twenty five years (25) of age, an actual resident of the city, and a qualified voter of the city, AND

**WHEREAS,** elected officials may only be removed from office by a proceeding by the Attorney General in the Oklahoma Supreme Court or proceedings for ouster or removal in the State District Court of Mayes County based on extreme levels of misbehavior or neglect of office, AND

**WHEREAS,** The Mayor and City Council deem it advisable and in the best interest of the City and conduct of the City services to its citizens that the offices of Chief of Police, City Clerk, and City Treasurer be appointed positions whereby they may be made subject to such qualifications and terms of employment as set by ordinance of the City in the best interest of its citizens.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS:**

That the Mayor and City Council of the City of Pryor Creek, Oklahoma propose that the question of amendment of the Charter of the City of Pryor Creek, Oklahoma, Article II, Section 3 be submitted to a vote of the registered and qualified voters of the City amending said provision as follows, to-wit:

## ARTICLE II

### ELECTIONS

#### **Section 3 Time Of Election -- Officials Elected - Officials Appointed.**

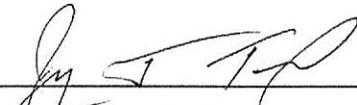
An election shall be held on the first Tuesday in March, 2007, and each four (4) years thereafter in which there should be elected for the city at large one mayor. An election shall be held on the first Tuesday in March, 2007, and each two (2) years thereafter in which there should be elected ~~from each ward for the city at large, one chief of police, one city clerk and one city treasurer.~~ There shall also be elected from each ward one councilman one (1) councilman from each ward. If necessary, as provided under the terms of article 2, section 6, a runoff election shall be held on the second Tuesday in May. On the first Tuesday in March 1990 and each two (2) years thereafter, an election shall be held at which time one councilman shall be elected from each ward. If necessary, as provided under the terms of article 2, section 6, a runoff election shall be held on the second Tuesday in May. It is the intention of this charter that each ward be represented on the city council by two (2) councilmen, one councilman to be elected in odd-numbered years and one councilman to be elected in even-numbered years. The terms of the officials elected hereunder shall begin on the first Monday in May following the elections and they shall serve for a period of two (2) years and until their successors are elected and qualified. (Amended Election 11-7-2006, Res. 2006-4, 8-1-2006)

The Mayor shall appoint, subject to confirmation by the City Council, the persons to serve in the positions of Chief of Police, City Clerk, and City Treasurer; which persons so serving shall be possessed of the qualifications to serve in the office of their appointment as prescribed by ordinance of the City.

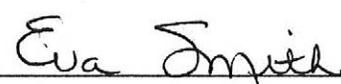
That for purposes of submission of said Proposition to a vote of the registered and qualified voters of the City of Pryor Creek, Oklahoma the Mayor is hereby directed and authorized by the Council to call the matter to a vote of the people of said City.

**THIS RESOLUTION APPROVED** this 7 day of June, 2016, in regular session, by vote of support by the City Council of the City of Pryor Creek, Oklahoma.

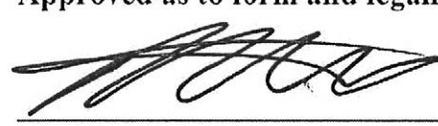
**CITY OF PRYOR CREEK, OKLAHOMA**

  
  
\_\_\_\_\_  
**Jimmy Tramel, Mayor**

**ATTEST:**

  
\_\_\_\_\_  
**Eva Smith, City Clerk**

**Approved as to form and legality:**

  
\_\_\_\_\_  
**K. Ellis Ritchie, City Attorney**  
Dated: June 7, 2016

**MINUTES  
CITY COUNCIL MEETING  
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING  
CITY OF PRYOR CREEK, OKLAHOMA  
TUESDAY, SEPTEMBER 20<sup>TH</sup>, 2016 AT 6:00 P.M.**

The City Council of the City of Pryor Creek, Oklahoma met in regular session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors and the City website at [www.pryorcreek.org](http://www.pryorcreek.org). Notice was also e-mailed to *The Paper* and *The Times* newspapers and e-mailed to the Council members.

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

Mayor Tramel called the meeting to order at 6:00 p.m. The Prayer and the Pledge of Allegiance were conducted by Mayor Tramel. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Roger Willcutt, Willard Buchanan, Yolanda Thompson, Scott Craft, Greg Rosamond, Travis Noland, Jill White and Drew Stott. Council members absent: none.

Department Heads and other City Officials present: City Attorney K. Ellis Ritchie, Police Chief Dennis Nichols, Assistant Police Chief James Willyard, Fire Chief Tim Thompson, Assistant Fire Chief B.K. Young, Park Superintendent Frank Powell, Library Director Cari Rerat and Recreation Center Director Laura Holloway.

Others: Police Officers Jared Vance, Chris Penland and Dustin Van Horn, Mehlburger Brawley Engineer Steve Powell, Pryor Main Street Director BJ Cummings, Library Board Member Nettie Anderson, Recreation Center Employee Jacquelyn Moyers, Branch Communications Representatives Mark Kessler and Troy Williams, Nena Roberts, Chris Curnutt and Dr. Paul Mobley.

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

1. Chris Curnutt asked to be on the agenda to discuss the possible sale of the PYO Building.
2. Dr. Mobley discussed what impact there would be to the citizens and children regarding construction of the cell tower in Hidden Park. He proposed that better uses for that space could be a vegetable garden or butterfly garden, for example.

**3. MAYOR'S REPORT:**

No report was given.

**4. CITY ATTORNEY'S REPORT:**

No report was given.

**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 September 6<sup>th</sup>, 2016 Council meeting.
- b. Approve payroll purchase orders through September 23<sup>rd</sup>, 2016.
- c. Approve claims for purchase orders through September 20<sup>th</sup>, 2016.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	1620160678 – 910789B	116,072.59
STREET & DRAINAGE	910760B - 1620160493	44,218.11
GOLF	1620160691	168.63
CAPITAL OUTLAY	1620160663	20.50
REAL PROPERTY ACQUISITION	910808B - 1620160674	1,904.00
RECREATION CENTER	1620160608 – 910811B	5,911.25
PPWA	1620160636	1,700.00
E-911	1620160651	51.21
DONATIONS	1620160609 - 1620160414	921.99
<b>TOTAL</b>		<b>170,968.28</b>

---

---

**NEW BLANKET PURCHASE ORDERS**

---

---

910837B

PRYOR STONE

5,000.00

---

---

**TOTAL**

**5,000.00**

---

---

- d. Acknowledge receipt of deficient purchase orders.  
*No deficient purchase orders were presented.*
- e. Approve August Appropriation Request.
- f. Discussion and possible action regarding approval of Option Site Ground Lease Agreement with Branch Communications, LLC for proposed new cell tower in Hidden Park.
- g. Discussion and possible action regarding the approval of a Resolution for an Amendment to Communications Site Lease Agreement (Ground) OK47585-A/Pryor 2, OK.
- h. Discussion and possible action regarding the Mayor's reappointment of Andy Rogers to Planning and Zoning Committee Seat #6, term expiring 9/30/19.
- i. Discussion and possible action regarding the Mayor's reappointment of Harriett Dunham to Planning and Zoning Committee Seat #7, term expiring 9/30/19.
- j. Discussion and possible action to approve authorizing the Police Chief to close roads as necessary for the Taylor Keen Smoke Tires Not Drugs Memorial Car Show and Burnout Tribute on October 8<sup>th</sup>, 2016.
- k. Discussion and possible action allowing First Baptist Church to block off the unit block of North Hogan Street on October 26<sup>th</sup>, 2016 from 5:30 p.m. until 8:00 p.m. for their annual Trunk or Treat event.
- l. Discussion and possible action regarding an expenditure of \$2,500.00 to the Pryor Main Street – Dads Drag Main from Hotel / Motel Tax Grant Applications received for 2016 – 2017.
- m. Discussion and possible action regarding the transfer of a Coats Tire Machine, ID No. 03827, Serial No. 0907109301 valued at \$2,995.00 from the Maintenance Garage to the Street Department.
- n. Discussion and possible action regarding declaring surplus the Ammco Brake Lathe, ID No. 02446, Serial No. 0003603524 purchased 04/01/2000 in the amount of \$3,927.27 from the Maintenance Garage.
- o. Discussion and possible action regarding the transfer of Marquette Trans Jack, ID No. 02928 valued at \$999.99 from the Maintenance Garage to the Park Department.
- p. Discussion and possible action regarding declaring surplus the PF4 Recycler Coolant Machine, ID No. 2926, Serial No. 2295 received on 04/22/2006 at no expense from the Maintenance Garage.
- q. Discussion and possible action regarding declaring surplus the CT2 Coolant Machine, ID No. 2925, Serial No. 302-14097 purchased 04/22/06 for \$2,000.00 from the Maintenance Garage.
- r. Discussion and possible action regarding an expenditure to resurface four (4) East tennis courts using DECO System from Parks Capital Outlay Account #44-445-5415. Quotes received: John Henzel Tennis Court Systems - \$25,000.00 and Merritt Tennis Systems - \$29,816.00.
- s. Discussion and possible action regarding an expenditure to purchase a utility vehicle for the Park Department from quotes received using Parks Capital Outlay Account #44-445-5415. Quotes received: Deere and Company - \$9,099.74 and Kubota Center, Pryor - \$12,404.56.
- t. Discussion and possible action regarding an expenditure for the construction of an additional exit door on the East end of the Library from Library Capital Outlay Account #44-445-5416. Quotes received: Replogle Remodeling - \$3,850.00 with \$1,900.00 due at beginning of project and total of \$1,950.00 due upon completion and Morehead Construction, LLC - \$4,278.00. Both quotes will require an additional cost of \$545.00 for electrical work necessary to install a new remote emergency light head outside the new door and labor and material to run power to the new fire alarm panel with Bostick Electric to provide electrical work.
- u. Discussion and possible action regarding an expenditure to install a fire alarm at the Library from Library Capital Outlay Account #44-445-5416. Quotes received: Endex, Inc. of Tulsa - \$10,300.00 and Tyco Integrated Security - \$16,158.35.
- v. Discussion and possible action regarding approving the Pryor Creek Recreation Center to purchase a SciFit Recumbent Bike bi-directional-step-through with premium seat, ISO7011R-INT including inside delivery, fully assembled, 3-year parts and 1-year labor warranty from Recreation Center

Capital Outlay Account #84-845-5410 from quotes received. Quotes received: SciFit - \$3,060.00 Central States Fitness Systems, Inc. - \$4,165.00 and Reps - \$3,690.00.

- w. Discussion and possible action regarding authorizing the Mayor to sign an agreement and approve an expenditure of \$6,500.00 to Paddock Enterprises, Inc. for an evaluation of the cost of renovation of the indoor pool at the Pryor Creek Recreation Center from Aquatic Repair and Maintenance Account #84-846-5091.
- x. Discussion and possible action approving the purchase of a new Raypak 1, 800,000 BTU pool heater for the Pryor Creek Recreation Center from Paddock Enterprises in the amount of \$21,400.00 plus delivery fee of approximately \$1,000.00 and declare an emergency from Aquatic Repair and Maintenance Account #84-846-5091. Other quotes received: Leslie's Swimming Pool Supplies - \$29,166.99 plus delivery fee of approximately \$300.00 to \$500.00 and Melton's A/C & Appliance Service, Inc. - \$23,533.00 freight included.
- y. Discussion and possible action regarding acceptance of resignation of Police Dispatcher Elizabeth Henson effective September 19<sup>th</sup>, 2016.
- z. Discussion and possible action regarding appointment of Sergeant Justin Couch to the vacant School Resource Officer and Canine handler for the Pryor Police Department effective September 14<sup>th</sup>, 2016.
- aa. Discussion and possible action regarding acceptance of 24 Narcan Nasal Spray kits with an approximate value of \$2,832.00 by the Pryor Police Department from an anonymous donor.

Motion was made by Rosamond, second by Stott to approve items a-aa, less f, g, r, s, t, u, w, x, z. Voting yes: Willcutt, Buchanan, Thompson, Craft, Rosamond, Noland, White, Stott. Voting no: none.

**f. DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF OPTION SITE GROUND LEASE AGREEMENT WITH BRANCH COMMUNICATIONS, LLC FOR PROPOSED NEW CELL TOWER IN HIDDEN PARK.**

Motion was made by Rosamond, second by Willcutt to approve Option Site Ground Lease Agreement with Branch Communications, LLC for proposed new cell tower in Hidden Park. Motion was then made by Noland, second by Thompson to table approval of Option Site Ground Lease Agreement with Branch Communications, LLC for proposed new cell tower in Hidden Park until next Council meeting. Voting yes: Buchanan, Thompson, Craft, Rosamond, Noland, White, Stott, Willcutt. Branch Communications Representatives Mark Kessler and Troy Williams spoke to the Council regarding the cell tower proposal.

**g. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A RESOLUTION FOR AN AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) OK47585-A/PRYOR 2, OK.**

Motion was made by Buchanan, second by Willcutt to table the approval of a Resolution for an Amendment to Communications Site Lease Agreement (Ground) OK47585-A/Pryor 2, OK. Voting yes: Thompson, Craft, Rosamond, Noland, White, Stott, Willcutt, Buchanan. Voting no: none.

**r. DISCUSSION AND POSSIBLE ACTION REGARDING AN EXPENDITURE TO RESURFACE FOUR (4) EAST TENNIS COURTS USING DECO SYSTEM FROM PARKS CAPITAL OUTLAY ACCOUNT #44-445-5415. QUOTES RECEIVED: JOHN HENZEL TENNIS COURT SYSTEMS - \$25,000.00 AND MERRITT TENNIS SYSTEMS - \$29,816.00.**

Motion was made by Rosamond, second by Noland to approve an expenditure to resurface four (4) East tennis courts using DECO System from Parks Capital Outlay Account #44-445-5415 by John Henzel Tennis Court Systems - \$25,000.00. Other quote received: Merritt Tennis Systems - \$29,816.00. Voting yes: Craft, Rosamond, Noland, White, Stott, Willcutt, Buchanan, Thompson. Voting no: none.

**s. DISCUSSION AND POSSIBLE ACTION REGARDING AN EXPENDITURE TO PURCHASE A UTILITY VEHICLE FOR THE PARK DEPARTMENT FROM QUOTES RECEIVED USING PARKS CAPITAL OUTLAY ACCOUNT #44-445-5415. QUOTES RECEIVED: DEERE AND COMPANY - \$9,099.74 AND KUBOTA CENTER, PRYOR - \$12,404.56.**

Motion was made by Willcutt, second by Rosamond to approve an expenditure to purchase a utility vehicle for the Park Department from Deere and Company - \$9,099.74 using Parks Capital Outlay Account #44-445-5415. Other quote received: Kubota Center, Pryor - \$12,404.56. Voting yes: Rosamond, Noland, White, Willcutt, Buchanan, Thompson. Voting no: Stott and Craft.

**t. DISCUSSION AND POSSIBLE ACTION REGARDING AN EXPENDITURE FOR THE CONSTRUCTION OF AN ADDITIONAL EXIT DOOR ON THE EAST END OF THE LIBRARY FROM LIBRARY CAPITAL OUTLAY ACCOUNT #44-445-5416. QUOTES RECEIVED: REPLOGLE REMODELING - \$3,850.00 WITH \$1,900.00 DUE AT BEGINNING OF PROJECT AND TOTAL OF \$1,950.00 DUE UPON COMPLETION AND MOREHEAD CONSTRUCTION, LLC - \$4,278.00. BOTH QUOTES WILL REQUIRE AN ADDITIONAL COST OF \$545.00 FOR ELECTRICAL WORK NECESSARY TO INSTALL A NEW REMOTE EMERGENCY LIGHT HEAD OUTSIDE THE NEW DOOR AND LABOR AND MATERIAL TO RUN POWER TO THE NEW FIRE ALARM PANEL WITH BOSTICK ELECTRIC TO PROVIDE ELECTRICAL WORK.**

Motion was made by Buchanan, second by Stott to approve an expenditure for the construction of an additional exit door on the East end of the Library from Library Capital Outlay Account #44-445-5416 by Morehead Construction, LLC - \$4,278.00 as lowest and best bid. Other quote received: Replogle Remodeling - \$3,850.00 with \$1,900.00 due at beginning of project and total of \$1,950.00 due upon completion. Both quotes will require an additional cost of \$545.00 for electrical work necessary to install a new remote emergency light head outside the new door and labor and material to run power to the new fire alarm panel with Bostick Electric to provide electrical work. (Replogle had lowest bid, but required half up front. The City is not legally able to prepay for any services). Voting yes: Noland, White, Stott, Willcutt, Buchanan, Thompson, Craft, Rosamond. Voting no: none.

**u. DISCUSSION AND POSSIBLE ACTION REGARDING AN EXPENDITURE TO INSTALL A FIRE ALARM AT THE LIBRARY FROM LIBRARY CAPITAL OUTLAY ACCOUNT #44-445-5416. QUOTES RECEIVED: ENDEX, INC. OF TULSA - \$10,300.00 AND TYCO INTEGRATED SECURITY - \$16,158.35.**

Motion was made by Buchanan, second by Craft to approve an expenditure to install a fire alarm at the Library from Library Capital Outlay Account #44-445-5416 by Endex, Inc. of Tulsa - \$10,300.00 as low bid. Other quote received: Tyco Integrated Security - \$16,158.35. Voting yes: White, Stott, Willcutt, Buchanan, Thompson, Craft, Rosamond, Noland. Voting no: none.

**w. DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT AND APPROVE AN EXPENDITURE OF \$6,500.00 TO PADDOCK ENTERPRISES, INC. FOR AN EVALUATION OF THE COST OF RENOVATION OF THE INDOOR POOL AT THE PRYOR CREEK RECREATION CENTER FROM AQUATIC REPAIR AND MAINTENANCE ACCOUNT #84-846-5091.**

Motion was made by Noland, second by Rosamond to approve authorizing the Mayor to sign an agreement and approve an expenditure of \$6,500.00 to Paddock Enterprises, Inc. for an evaluation of the cost of renovation of the indoor pool at the Pryor Creek Recreation Center from Aquatic Repair and Maintenance Account #84-846-5091. Voting yes: Stott, Willcutt, Buchanan, Thompson, Rosamond, Noland, White. Voting no: Craft.

**x. DISCUSSION AND POSSIBLE ACTION APPROVING THE PURCHASE OF A NEW RAYPAK 1, 800,000 BTU POOL HEATER FOR THE PRYOR CREEK RECREATION CENTER FROM PADDOCK ENTERPRISES IN THE AMOUNT OF \$21,400.00 PLUS DELIVERY FEE OF APPROXIMATELY \$1,000.00 AND DECLARE AN EMERGENCY FROM AQUATIC REPAIR AND MAINTENANCE ACCOUNT #84-846-5091. OTHER QUOTES RECEIVED: LESLIE'S SWIMMING POOL SUPPLIES - \$29,166.99 PLUS DELIVERY FEE OF APPROXIMATELY \$300.00 TO \$500.00 AND MELTON'S A/C & APPLIANCE SERVICE, INC. - \$23,533.00 FREIGHT INCLUDED.**

Motion was made by Willcutt, second by Noland approving the purchase of a new Raypak 1, 800,000 BTU pool heater for the Pryor Creek Recreation Center from Paddock Enterprises in the amount of \$21,400.00 plus delivery fee of approximately \$1,000.00 and declare an emergency from Aquatic Repair and Maintenance Account #84-846-5091. Other quotes received: Leslie's Swimming Pool Supplies - \$29,166.99 plus delivery fee of approximately \$300.00 to \$500.00 and Melton's A/C & Appliance Service, Inc. - \$23,533.00 freight included. Voting yes: Rosamond, Noland, White, Willcutt, Thompson. Voting no: Stott, Buchanan and Craft.

**z. DISCUSSION AND POSSIBLE ACTION REGARDING APPOINTMENT OF SERGEANT JUSTIN COUCH TO THE VACANT SCHOOL RESOURCE OFFICER AND CANINE HANDLER FOR THE PRYOR POLICE DEPARTMENT EFFECTIVE SEPTEMBER 14<sup>TH</sup>, 2016.**

Motion was made by Rosamond, second by Noland to approve appointment of Sergeant Justin Couch to the vacant School Resource Officer and Canine handler for the Pryor Police Department effective September 14<sup>th</sup>, 2016. Voting yes: Noland, White, Stott, Willcutt, Buchanan, Thompson, Craft, Rosamond. Voting no: none.

**6. COMMITTEE REPORTS:**

**a. BUDGET / PERSONNEL (ROSAMOND)**

Rosamond reported that the Budget Meeting met last week and will meet again at their regular meeting in October.

**b. ORDINANCE / INSURANCE (THOMPSON)**

Thompson reported that the committee will be meeting on September 29<sup>th</sup>, 2016 at 6:00 p.m.

**c. STREET / MAINTENANCE GARAGE (WILLCUTT)**

Willcutt stated that he had no report.

**7. UNFORESEEABLE BUSINESS.**

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

No Unforeseeable Business was presented.

**8. ADJOURN.**

Motion was made by Thompson, second by Craft to adjourn. Voting yes: White, Stott, Willcutt, Buchanan, Thompson, Craft, Rosamond, Noland. Voting no: none.

**PRYOR PUBLIC WORKS AUTHORITY**

**1. CALL TO ORDER.**

Mayor Tramel called the meeting to order at 7:40 p.m.

**2. DISCUSS, POSSIBLY ACT ON APPROVAL OF MINUTES OF SEPTEMBER 6<sup>TH</sup>, 2016 MEETING.**

Motion was made by Stott, second by Thompson to approve the minutes of September 6th, 2016 meeting. Voting yes: Stott, Willcutt, Buchanan, Thompson, Craft, Rosamond, Noland, White. Voting no: none.

**3. UNFORESEEABLE BUSINESS.** (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

No unforeseeable business was presented.

**4. ADJOURN.**

Motion was made by Stott, second by Willcutt to adjourn the Pryor Public Works Authority meeting. Voting yes: Willcutt, Buchanan, Thompson, Craft, Rosamond, Noland, White, Stott. Voting no: none.

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

---

MINUTES WRITTEN BY CITY CLERK EVA SMITH

---

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

From: Cherokee Pride Construction Inc.  
PO Box 28  
Sapulpa, OK 74067

Project: STREET MAINTENANCE 2016  
PROJECT NO: PRY 15-05

Contract For: Construction

Engineer: Infrastructure Solutions

Application No: 3  
App. Date: September 13, 2016  
Period to: September 16, 2016  
Project Nos:  
Contract Date:  
Distribution to:  
 OWNER  
 CONSTRUCTION MGR.  
 ARCHITECT  
 CONTRACTOR  
 OTHER

**APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, G703, is attached.

- 1. ORIGINAL CONTRACT SUM 412,753.00
- 2. Net Change By Change Orders [ ]
- 3. CONTRACT SUM TO DATE 412,753.00
- 4. TOTAL COMPLETED AND STORED TO DATE 322,512.00
- 5. RETAINAGE:
  - a. 05% of Completed Work 16,125.61
  - b. of Stored Material 0.00
- TOTAL RETAINAGE 16,125.61
- 6. TOTAL EARNED LESS RETAINAGE 306,386.39
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 235,026.67
- 8. CURRENT PAYMENT DUE 71,359.72
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE 106,366.61

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approval this Month		
<b>TOTALS</b>		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Cherokee Pride Construction Inc.  
By: *[Signature]* Date: September 16, 2016  
Harlan Yocham  
State of: Oklahoma County of: Creek

Subscribed and sworn before me this 16th day of September, 2016

Harlan Yocham personally appeared before me, the undersigned Notary Public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are true and accurate to the best of his/her knowledge and belief.  
Commission # 12008646  
Expires: Sept. 13, 2016

Notary Public: *[Signature]* My Commission expires *[Signature]*  
**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$71,359.72  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation sheet that are changed to conform to the amount certified.)  
ENGINEER  
By: *[Signature]* Date: 9/27/16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



**G703 UNIT PRICING**

PROJECT: STREET MAINTENANCE 2016

Cherokee Pride Construction Inc.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 3

APPLICATION DATE: September 13, 2016

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: September 16, 2016

PROJECT NUMBER:

A Item #	B Description of Work	Unit Cost Unit Type	Scheduled Value	D Work Completed		F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	% %	H Balance to Finish	I Retainage
				From Previous Application(s)	This Period					
1	AGGREGATE BASE TYPE A - MILL STREET	48.00 CY	2,496.00 Amt Qty	52.00				0.00	2,496.00 52.00	0.00
2	SUBGRADE METHOD B - MILL STREET	1.50 SY	465.00 Amt Qty	310.00				0.00	465.00 310.00	0.00
3	SEPARATOR FABRIC - MILL STREET	1.00 SY	372.00 Amt Qty	372.00				0.00	372.00 372.00	0.00
4	FULL DEPTH P.C.C. PATCH (PLACEMENT) - MILL STREET	36.00 SY	11,160.00 Amt Qty	310.00				0.00	11,160.00 310.00	0.00
5	P.C. CONCRETE FOR PAVEMENT - MILL STREET	110.00 CY	5,720.00 Amt Qty	52.00				0.00	5,720.00 52.00	0.00
6	FABRIC REINFORCEMENT - MILL STREET	3.00 SY	3,831.00 Amt Qty	1,277.00				0.00	3,831.00 1,277.00	0.00
7	SUPERPAVE, TYPE S4 (PG 64-22 OK) (3") - MILL STREET	90.00 TON	19,350.00 Amt Qty	215.00				0.00	19,350.00 215.00	0.00
8	COLD MILLING PAVEMENT - MILL STREET	10.00 SY	12,770.00 Amt Qty	1,277.00				0.00	12,770.00 1,277.00	0.00
9	REMOVAL OF PAVEMENT - MILL STREET	10.00 SY	3,100.00 Amt Qty	310.00				0.00	3,100.00 310.00	0.00
10	3' CONCRETE CHUTE, IN PLACE - MILL STREET	30.00 LF	4,800.00 Amt Qty	160.00				0.00	4,800.00 160.00	0.00
11	6" BARRIER CURB, DOWELED ON - MILL STREET	24.00 LF	288.00 Amt Qty	12.00				0.00	288.00 12.00	0.00
PAGE 1 TOTAL:			64,352.00					0.00	64,352.00	0.00

A=Line Item Number      B=Brief Item Description      C=Total Value of Item      D=Total of D and E From Previous Application(s) (if Any)      E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project      G=Total of All Work Completed and Materials Stored for Project      H=Remaining Balance of Amount to Finish      I=Amount Withheld from G

**G703 UNIT PRICING**

PROJECT: STREET MAINTENANCE 2016

Cherokee Pride Construction Inc.

Page 2 of 7

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 3

APPLICATION DATE: September 13, 2016

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: September 16, 2016

PROJECT NUMBER:

A Item #	B Description of Work	Unit Cost Unit Type	C Scheduled Value	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	% %	H Balance to Finish	I Retainage
				From Previous Application(s)	Period						
12	AGGREGATE BASE TYPE A - COBBLESTONE DR	48.00 CY	Amt 9,648.00 Qty 201.00			9,648.00 201.00		9,648.00 201.00	100.00	0.00 0.00	482.40
13	SUBGRADE METHOD B - COBBLESTONE DR	1.50 SY	Amt 1,807.50 Qty 1,205.00			1,807.50 1,205.00		1,807.50 1,205.00	100.00	0.00 0.00	90.38
14	SEPARATOR FABRIC - COBBLESTONE DR	1.00 SY	Amt 1,350.00 Qty 1,350.00			1,350.00 1,350.00		1,350.00 1,350.00	100.00	0.00 0.00	67.50
15	P.C. CONCRETE PAVEMENT PLACEMENT	36.00 SY	Amt 43,380.00 Qty 1,205.00			30,960.00 860.00		30,960.00 860.00	71.37	12,420.00 345.00	1,548.00
16	P.C. CONCRETE FOR PLACEMENT - COBBLESTONE DR	110.00 CY	Amt 22,110.00 Qty 201.00			15,400.00 140.00		15,400.00 140.00	69.65	6,710.00 61.00	770.00
17	6" BARRIER CURB, DOWELED ON - COBBLESTONE DR	24.00 LF	Amt 8,928.00 Qty 372.00						0.00	8,928.00 372.00	0.00
18	REMOVAL OF PAVEMENT - COBBLESTONE DR	10.00 SY	Amt 12,050.00 Qty 1,205.00			12,050.00 1,205.00		12,050.00 1,205.00	100.00	0.00 0.00	602.50
19	24" HDPE W/END SECTIONS, IN PLACE - COBBLESTONE DR	60.00 LF	Amt 3,900.00 Qty 65.00			3,900.00 65.00		3,900.00 65.00	100.00	0.00 0.00	195.00
20	AGGREGATE BASE TYPE A - THURMAN STREET	48.00 CY	Amt 5,424.00 Qty 113.00			5,424.00 113.00		5,424.00 113.00	100.00	0.00 0.00	271.20
21	SUBGRADE METHOD B - THURMAN STREET	1.50 SY	Amt 1,014.00 Qty 676.00			1,014.00 676.00		1,014.00 676.00	100.00	0.00 0.00	50.70
22	SEPARATOR FABRIC - THURMAN STREET	1.00 SY	Amt 902.00 Qty 902.00			902.00 902.00		902.00 902.00	100.00	0.00 0.00	45.10
PAGE 2 TOTAL:				110,513.50	7,340.00	75,115.50		82,455.50	74.61	28,058.00	4,122.78

A=Line Item Number      B=Brief Item Description      C=Total Value of Item      D=Total of D and E From Previous Application(s) (If Any)      E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project      G=Total of All Work Completed and Materials Stored for Project      H=Remaining Balance of Amount to Finish      I=Amount Withheld from G  
 TORGO SOFTWARE www.TorgoSoftware.com ©1996-2013 ALL RIGHTS RESERVED

G703 UNIT PRICING

PROJECT: STREET MAINTENANCE 2016

Cherokee Pride Construction Inc.

Page 3 of 7

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 3

APPLICATION DATE: September 13, 2016

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: September 16, 2016

PROJECT NUMBER:

A Item #	B Description of Work	Unit Cost Unit Type	Scheduled Value	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H %	I Balance to Finish	Retainage
				From Previous Application(s)							
23	P.C. CONCRETE PAVEMENT <small>(PLACEMENT, THURMAN)</small>	36.00 SY	24,336.00 676.00	24,336.00 676.00				24,336.00 676.00	100.00	0.00 0.00	1,216.80
24	P.C. CONCRETE FOR PAVEMENT - THURMAN	110.00 CY	12,430.00 113.00	12,430.00 113.00				12,430.00 113.00	100.00	0.00 0.00	621.50
25	6" BARRIER CURB, DOWELED ON - THURMAN STREET	24.00 LF	120.00 5.00						0.00	120.00 5.00	0.00
26	REMOVAL OF PAVEMENT - THURMAN	10.00 SY	12,050.00 1,205.00	12,050.00 1,205.00				12,050.00 1,205.00	100.00	0.00 0.00	602.50
27	CRACK SEAL PCC PAVEMENT - THURMAN	10.00 LF	120.00 12.00	120.00 12.00				120.00 12.00	100.00	0.00 0.00	6.00
28	AGGREGATE BASE TYPE A - MAGNOLIA STREET	29.00 CY	406.00 14.00	406.00 14.00				406.00 14.00	100.00	0.00 0.00	20.30
29	SUBGRADE METHOD B - MAGNOLIA STREET	1.50 SY	123.00 82.00	123.00 82.00				123.00 82.00	100.00	0.00 0.00	6.15
30	SEPARATOR FABRIC - MAGNOLIA STREET	1.00 SY	94.00 94.00	94.00 94.00				94.00 94.00	100.00	0.00 0.00	4.70
31	P.C. CONCRETE PAVEMENT <small>(PLACEMENT)</small>	33.00 SY	2,706.00 82.00	2,706.00 82.00				2,706.00 82.00	100.00	0.00 0.00	135.30
32	P.C. CONCRETE FOR PAVEMENT - MAGNOLIA	110.00 CY	1,540.00 14.00	1,540.00 14.00				1,540.00 14.00	100.00	0.00 0.00	77.00
33	REMOVAL OF PAVEMENT - MAGNOLIA	10.00 SY	820.00 82.00	820.00 82.00				820.00 82.00	100.00	0.00 0.00	41.00
PAGE 3 TOTAL:			54,745.00	54,625.00				54,625.00	99.78	120.00	2,731.25

A=Line Item Number      B=Brief Item Description      C=Total Value of Item      D=Total of D and E From Previous Application(s) (If Any)      E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project      G=Total of All Work Completed and Materials Stored for Project      H=Remaining Balance of Amount to Finish      I=Amount Withheld from G  
 TORGO SOFTWARE www.TorgoSoftware.com @1996-2013 ALL RIGHTS RESERVED

**G703 UNIT PRICING**

PROJECT: STREET MAINTENANCE 2016

Cherokee Pride Construction Inc.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 3

APPLICATION DATE: September 13, 2016

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: September 16, 2016

PROJECT NUMBER:

A Item #	B Description of Work	Unit Cost Unit Type	C Scheduled Value	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	% Completed	H Balance to Finish	I Retainage
				From Previous Application(s)							
34	AGGREGATE BASE TYPE A - LAKEVIEW DRIVE	48.00 CY	Amt 2,352.00 Qty 49.00	2,352.00 49.00				2,352.00 49.00	100.00 100.00	0.00 0.00	117.60
35	SUBGRADE METHOD B - LAKEVIEW DRIVE	1.50 SY	Amt 441.00 Qty 294.00	441.00 294.00				441.00 294.00	100.00 100.00	0.00 0.00	22.05
36	SEPARATOR FABRIC - LAKEVIEW DRIVE	1.00 SY	Amt 378.00 Qty 378.00	378.00 378.00				378.00 378.00	100.00 100.00	0.00 0.00	18.90
37	P.C. CONCRETE PAVEMENT - LAKEVIEW	36.00 SY	Amt 10,584.00 Qty 294.00	10,584.00 294.00				10,584.00 294.00	100.00 100.00	0.00 0.00	529.20
38	P.C. CONCRETE FOR PAVEMENT - LAKEVIEW	110.00 CY	Amt 5,390.00 Qty 49.00	5,390.00 49.00				5,390.00 49.00	100.00 100.00	0.00 0.00	269.50
39	6" BARRIER CURB, DOWELED ON - LAKEVIEW	24.00 LF	Amt 1,752.00 Qty 73.00	1,752.00 73.00				1,752.00 73.00	0.00 0.00	1,752.00 73.00	0.00
40	REMOVAL OF PAVEMENT - LAKEVIEW	10.00 SY	Amt 2,940.00 Qty 294.00	2,940.00 294.00				2,940.00 294.00	100.00 100.00	0.00 0.00	147.00
41	AGGREGATE BASE TYPE A - OKLAHOMA STREET	48.00 CY	Amt 912.00 Qty 19.00	912.00 19.00				912.00 19.00	100.00 100.00	0.00 0.00	45.60
42	SUBGRADE METHOD B - OKLAHOMA STREET	1.50 SY	Amt 168.00 Qty 112.00	168.00 112.00				168.00 112.00	100.00 100.00	0.00 0.00	8.40
43	SEPARATOR FABRIC - OKLAHOMA STREET	1.00 SY	Amt 143.00 Qty 143.00	143.00 143.00				143.00 143.00	100.00 100.00	0.00 0.00	7.15
44	P.C. CONCRETE PAVEMENT (PLACEMENT)	36.00 SY	Amt 4,032.00 Qty 112.00	4,032.00 112.00				4,032.00 112.00	100.00 100.00	0.00 0.00	201.60
PAGE 4 TOTAL:			29,092.00	27,340.00				27,340.00	93.98	1,752.00	1,367.00

A=Line Item Number      B=Brief Item Description      C=Total Value of Item      D=Total of D and E From Previous Application(s) (if Any)      E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project      G=Total of All Work Completed and Materials Stored for Project      H=Remaining Balance of Amount to Finish      I=Amount Withheld from G

**G703 UNIT PRICING**

PROJECT: STREET MAINTENANCE 2016

Cherokee Pride Construction Inc.

Page 5 of 7

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 3

APPLICATION DATE: September 13, 2016

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: September 16, 2016

PROJECT NUMBER:

A Item #	B Description of Work	Unit Cost Unit Type	C Scheduled Value	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H %	I Balance to Finish	Retainage
				From Previous Application(s)							
45	P.C. CONCRETE FOR PAVEMENT - OKLAHOMA	110.00 CY	Amt Qty 2,090.00 19.00	2,090.00 19.00				2,090.00 19.00	100.00	0.00 0.00	104.50
46	6" BARRIER CURB, DOWELED ON - OKLAHOMA STREET	24.00 LF	Amt Qty 3,960.00 165.00	3,840.00 160.00				3,840.00 160.00	96.97	120.00 5.00	192.00
47	REMOVAL OF PAVEMENT - OKLAHOMA	10.00 SY	Amt Qty 1,120.00 112.00	1,120.00 112.00				1,120.00 112.00	100.00	0.00 0.00	56.00
48	CRACK SEAL PCC PAVEMENT - OKLAHOMA	10.00 LF	Amt Qty 1,370.00 137.00	1,370.00 137.00				1,370.00 137.00	100.00	0.00 0.00	68.50
49	AGGREGATE BASE TYPE A - BAY OAKS PLACE	48.00 CY	Amt Qty 9,072.00 189.00	9,072.00 189.00				9,072.00 189.00	100.00	0.00 0.00	453.60
50	SUBGRADE METHOD B - BAY OAKS PLACE	1.50 SY	Amt Qty 1,704.00 1,136.00	1,704.00 1,136.00				1,704.00 1,136.00	100.00	0.00 0.00	85.20
51	SEPARATOR FABRIC - BAY OAKS PLACE	1.00 SY	Amt Qty 1,356.00 1,356.00	1,365.00 1,365.00				1,365.00 1,365.00	100.66	-9.00 -9.00	68.25
52	P.C. CONCRETE PAVEMENT PLACEMENT - BAY OAKS	36.00 SY	Amt Qty 40,896.00 1,136.00	40,896.00 1,136.00				40,896.00 1,136.00	100.00	0.00 0.00	2,044.80
53	P.C. CONCRETE FOR PAVEMENT - BAY OAKS	110.00 CY	Amt Qty 20,790.00 189.00	20,790.00 189.00				20,790.00 189.00	100.00	0.00 0.00	1,039.50
54	6" BARRIER CURB, DOWELED ON - BAY OAKS PLACE	24.00 LF	Amt Qty 504.00 21.00	2,448.00 102.00				2,448.00 102.00	485.71	-1,944.00 -81.00	122.40
55	REMOVAL OF PAVEMENT - BAY OAKS	10.00 SY	Amt Qty 11,360.00 1,136.00	11,360.00 1,136.00				11,360.00 1,136.00	100.00	0.00 0.00	568.00
PAGE 5 TOTAL:				94,222.00	96,055.00			96,055.00	101.95	-1,833.00	4,802.75

A=Line Item Number      B=Brief Item Description      C=Total Value of Item      D=Total of D and E From Previous Application(s) (if Any)      E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project      G=Total of All Work Completed and Materials Stored for Project      H=Remaining Balance of Amount to Finish      I=Amount Withheld from G

G703 UNIT PRICING

PROJECT: STREET MAINTENANCE 2016

Cherokee Pride Construction Inc.

Page 6 of 7

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 3

APPLICATION DATE: September 13, 2016

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: September 16, 2016

PROJECT NUMBER:

A Item #	B Description of Work	Unit Cost Unit Type	C Scheduled Value	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	% Completed	H Balance to Finish	I Retainage
				From Previous Application(s)							
56	AGGREGATE BASE TYPE A - 18TH STREET	48.00 CY	Amt Qty 4,944.00 103.00		4,944.00 103.00			4,944.00 103.00	100.00	0.00 0.00	247.20
57	SUBGRADE METHOD B - 18TH STREET	1.50 SY	Amt Qty 928.50 619.00		928.50 619.00			928.50 619.00	100.00	0.00 0.00	46.43
58	SEPARATOR FABRIC - 18TH STREET	1.00 SY	Amt Qty 838.00 838.00		838.00 838.00			838.00 838.00	100.00	0.00 0.00	41.90
59	P.C. CONCRETE PAVEMENT - 18TH STREET	36.00 SY	Amt Qty 22,284.00 619.00		22,284.00 619.00			22,284.00 619.00	100.00	0.00 0.00	1,114.20
60	P.C. CONCRETE FOR PAVEMENT - 18TH ST.	110.00 CY	Amt Qty 11,330.00 103.00		11,330.00 103.00			11,330.00 103.00	100.00	0.00 0.00	566.50
61	6" BARRIER CURB, DOWELED ON - 18TH ST	24.00 LF	Amt Qty 552.00 23.00		1,536.00 64.00			1,536.00 64.00	278.26	-984.00 -41.00	76.80
62	REMOVAL OF PAVEMENT - 18TH ST.	10.00 SY	Amt Qty 6,190.00 619.00		6,190.00 619.00			6,190.00 619.00	100.00	0.00 0.00	309.50
63	AGGREGATE BASE TYPE A - 19TH STREET	48.00 CY	Amt Qty 1,344.00 28.00		1,344.00 28.00			1,344.00 28.00	100.00	0.00 0.00	67.20
64	SUBGRADE METHOD B - 19TH STREET	1.50 SY	Amt Qty 249.00 166.00		249.00 166.00			249.00 166.00	100.00	0.00 0.00	12.45
65	SEPARATOR FABRIC - 19TH STREET	1.00 SY	Amt Qty 213.00 213.00		213.00 213.00			213.00 213.00	100.00	0.00 0.00	10.65
66	P.C. CONCRETE PAVEMENT - 18TH ST	36.00 SY	Amt Qty 5,976.00 166.00		5,976.00 166.00			5,976.00 166.00	100.00	0.00 0.00	298.80
PAGE 6 TOTAL:				54,848.50	55,832.50			55,832.50	101.79	-984.00	2,791.63

A=Line Item Number      B=Brief Item Description      C=Total Value of Item      D=Total of D and E From Previous Application(s) (if Any)      E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project      G=Total of All Work Completed and Materials Stored for Project      H=Remaining Balance of Amount to Finish      I=Amount Withheld from G  
 TORGO SOFTWARE www.TorgoSoftware.com ©1996-2013 ALL RIGHTS RESERVED

G703 UNIT PRICING

PROJECT: STREET MAINTENANCE 2016

Cherokee Pride Construction Inc.

Page 7 of 7

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 3

APPLICATION DATE: September 13, 2016

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: September 16, 2016

PROJECT NUMBER:

A Item #	B Description of Work	Unit Cost Unit Type	C Scheduled Value	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	% %	H Balance to Finish	I Retainage
				From Previous Application(s)							
67	P.C. CONCRETE FOR PAVEMENT - 19TH ST	110.00 CY	Amt Qty 3,080.00 28.00	3,080.00 28.00				3,080.00 28.00	100.00	0.00 0.00	154.00
68	6" BARRIER CURB, DOWELED ON - 19TH ST	24.00 LF	Amt Qty 240.00 10.00	1,464.00 61.00				1,464.00 61.00	610.00	-1,224.00 -51.00	73.20
69	REMOVAL OF PAVEMENT - 19TH ST	10.00 SY	Amt Qty 1,660.00 166.00	1,660.00 166.00				1,660.00 166.00	100.00	0.00 0.00	83.00
PAGE 7 TOTAL:			4,980.00	6,204.00				6,204.00	124.58	-1,224.00	310.20
GRAND TOTAL:			412,753.00	247,396.50	75,115.50			322,512.00	78.14	90,241.00	16,125.61

A=Line Item Number      B=Brief Item Description      C=Total Value of Item      D=Total of D and E From Previous Application(s) (If Any)      E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project      G=Total of All Work Completed and Materials Stored for Project      H=Remaining Balance of Amount to Finish      I=Amount Withheld from G  
 TORGO SOFTWARE www.TorgoSoftware.com ©1996-2013 ALL RIGHTS RESERVED







## OPTION SITE GROUND LEASE AGREEMENT

This Option and Site Ground Lease Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, between Branch Towers, LLC, a Delaware limited liability company, (“Lessee”), and the City of Pryor Creek, a municipal corporation, with an address of 12 N. Rowe, Pryor, Oklahoma 74361 (“Lessor”). For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises** Subject to the following terms and conditions, Lessor leases to Lessee a portion of the real property (the “Property”) described in the attached Exhibit A. Lessee’s use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the “Premises”). The Premises are located on a portion of a Tract or Parcel of land out of a portion of Block 29, Lots 14, 15, 16, 17 N of Hwy in the Whitaker Addition to the Incorporated Town of Pryor Creek, Mayes County, Oklahoma, and comprises approximately 2,500 square feet (50’ x 50’).

2. **Option** In consideration of the payment of Six Hundred Dollars (\$600.00) (“Option Fee”) by Lessee to Lessor, Lessor hereby grants to Lessee an option to lease the Premises on the terms and conditions set forth herein (the “Option”). The Option shall be for an initial term of one (1) year, commencing on the effective date of this Agreement (the “Option Period”). The Option Period may be extended by Lessee for an additional one (1) year term, upon written notice to Lessor and payment of the sum of Six Hundred Dollars (\$600.00) (“Additional Option Fee”) at any time prior to the end of the Option Period.

3. **Contingencies** During the Option Period, and any extension thereof, and during the Term (as defined below) of the Agreement, Lessor agrees to cooperate with Lessee in obtaining at Lessee’s expense, all governmental licenses, permits and approvals, required for its use of the Premises. Lessor agrees to cooperate with and to allow Lessee, at no cost to Lessor, to perform some or all of the following activities (“Permitted Activities”): surveys, geo-technical soil borings and analyses, Phase I environmental audits, boundary surveys, title searches, radio propagation studies and such other tests and inspections of the Property which Lessee may deem necessary or advisable, which studies SHALL NOT reveal obstructions, encroachments or defects which Lessee determines would interfere with Lessee’s intended use of the Property. Lessor consents to Lessee, its employees, agents and independent contractors entering upon the Property and performing the Permitted Activities. Lessee agrees to repair any damage to the Property that might have been caused in connection with any of the Permitted Activities. During the Option Period, and any extension thereof, Lessee may exercise the Option by notifying Lessor in writing, at Lessor’s address in accordance with Section 15 below. If Lessee fails to exercise this Option, or any extension thereof within the time specified in Section 2, all rights and privileges granted in this Agreement shall be deemed completely surrendered, this Option shall be terminated, and Lessor shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

4. **Term** The initial lease term will be five (5) years (the “Initial Term”), commencing on the effective date of written notification by Lessee to Lessor of Lessee’s exercise of the Option (the “Term Commencement Date”). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date. This Agreement will automatically renew for nine (9) additional five (5) year term(s) (each five (5) year term shall be defined as a “Renewal Term”), upon the same terms and conditions unless Lessee notifies Lessor in writing of Lessee’s intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term or Renewal Term.

5. **Rent** Starting on the date that is 30 days after the Term Commencement Date and on the first day of every month thereafter, Lessee will pay rent in advance in equal monthly installments of Six Hundred Dollars (\$600.00) (“Rent”). Rent for any partial months will be prorated based upon a 30-day month. Rental payments for each Renewal Term shall be increased at the commencement of such Renewal Term by **Ten Percent (10%)** over the monthly rental payment for the immediately preceding Term or immediately preceding Renewal Term, as applicable.

6. **Use** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee’s expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee’s intended use of the Premises.

7. **Facilities; Utilities; Access**

- (a) Lessee has the right to maintain and operate on the Premises a telecommunications facility,

including without limitation, an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. The survey and precise location of the Premises and Lessee Facilities shall be subject to the prior written approval of Lessor, which shall be given by initialing and returning to Lessee a copy of the final survey within five (5) business days of submission of the survey to Lessor for its review. Upon Lessor's failure to respond in writing to Lessee's proposed survey within five (5) business days, the survey will be deemed approved. After approval, the survey shall be considered incorporated in this Agreement as Exhibit "B". Notwithstanding any other provision to the contrary, Lessee shall have the right to approve the plans and supervise the work of any future third party carrier ("Future Carrier") co-locating on the Premises.

(b) Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Lessee repairs any damage to the Premises caused by such removal. Lessor waives any lien rights it may have concerning the Lessee Facilities. Lessor acknowledges that Lessee may now or in the future enter into financing arrangements with financing entities for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity. In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings ("Lessor Consents"). Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(c) Lessee shall pay for the electricity it consumes in its operations. Lessee shall have the right to submeter electricity and other utilities from the existing utilities on the Property. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company, and shall run with the Term and Renewal Terms of the Agreement.

(d) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property described in Exhibit B.

(e) Lessor acknowledges that Lessee has or will enter into certain financial arrangements with certain financial institutions as administrative agent for itself and various other lenders ("the Lenders"), also collectively referred to as ("Mortgagee") and in connection therewith the Lenders will take a security interest in certain equipment and the products and proceeds thereof (collectively "the Collateral") to be installed upon the Premises. Lessor acknowledges and represents that the Lessor Consents shall inure to the benefit of Lessee, the Lenders and any replacement or refinancing lenders and their successors and assigns for so long as the Lease Agreement remains in effect.

(f) Lessor further acknowledges and represents that Lessee will sublet a portion of the Premises as well as space on the constructed Tower to Future Carriers for placement of antenna and communication equipment upon the Premises and the constructed Tower. In connection therewith, Lessor consents to the placement of Future Carriers' antenna and communication equipment and acknowledges and represents that the Lessor Consents, as defined herein, shall inure to the benefit of the Future Carriers, their lenders and their successors and assigns.

8. **Interference** Lessee shall not use the Premises in any way which interferes with the use of the Property by Lessor, or tenants or licensees of Lessor, with rights to the Property prior in time to Lessee's (subject to Lessee's rights under this Agreement, including non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of Lessor's properties in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease within twenty-four (24) hours of receipt of notice, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Agreement immediately upon notice.

9. **Taxes** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Lessee Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises.

10. **Hold Harmless** In consideration of the Premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee hereby agrees for itself, its successors and assigns, to at all times indemnify Lessor, their heirs, executors, successors and assigns, against any and all claims, suits, actions, debts, damages, attorney's fees and against all liability, losses, and damage of any nature whatever arising from the installation, use, maintenance, repair, or removal of the Lessee facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors. Lessor agrees to defend, indemnify and hold harmless Lessee from any and all claims arising from the use of the Property excluding the Premises by Lessor, Lessor's agents, assigns and permittees or by third parties.

11. **Condemnation.**

(a) If the Premises shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under a threat of condemnation, then the term of this Agreement shall cease and terminate as of the date of title vesting in such proceeding (or sale), and all rentals shall be paid up to that date.

(b) In the event of any condemnation, taking, or sale, whether whole or partial, Lessor and Lessee shall be entitled to receive and retain such separate award and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Agreement shall not affect the right of the parties to such awards.

12. **Assignments and Subletting**

(a) Lessee may assign, all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor subject to the assignee assuming all of Lessee's obligations herein and subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 7 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 7 above. Lessee may, without Lessor's consent, sublet or license all or any portion of the Premises to one or more entities.

(b) Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without Lessor's consent Lessee's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "**Mortgagees**") to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Lessee shall give written notice to Lessor of any such assignment, mortgage, pledge or transfer of Lessee's interest in this Agreement.

(c) Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee, except that a cure period for any Mortgagee shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Lessor shall terminate this Agreement for any reason, Lessor will give to the Mortgagees the right to enter upon the Premises during a thirty (30) day period commencing upon the Mortgagees' receipt of such notice for the purpose of removing Lessee's Facilities. Lessor acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement.

13. **Warranty of Title and Quiet Enjoyment** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions other than those of record; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Both parties agree that Lessor may subject its interest in the Premises to a mortgage loan, provided that any such lender shall agree to be bound by the terms of this Agreement, and such lender shall not disturb Lessee's use or possession of the Premises in the event of a foreclosure of such lien and shall not join Lessee as a party defendant in any such foreclosure proceedings, so long as Lessee is not in default under the terms of this Agreement.

14. **Rental Stream Offers** If at any time after the date of this Agreement, Landlord considers a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement (“**Rental Stream Offer**”), Landlord shall promptly furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void.

15. **Repairs** Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6 above, upon expiration or termination hereof, within a reasonable time after termination or expiration of this Agreement, Lessee shall remove its personal property.

16. **Notices** All notices, requests, demands, rent payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addressed:

If to Lessor, to:

City of Pryor Creek

City of Pryor Creek  
Attn: City Clerk  
6 N. Adair St  
Pryor, Oklahoma 74361

If to Lessee, to:

**Branch Towers, LLC**  
1516 South Boston Ave, Suite 215  
Tulsa, OK 74119  
Tel: 918-949-4551  
Fax: 918-949-4557

with a copy to:

17. **Hazardous Materials** Lessee represents, warrants and covenants to Lessor that Lessee shall at no time during the Term and any Renewal Term of this Agreement use or permit the Premises to be used in violation of any Environmental Regulations. Lessee shall not introduce any Hazardous Materials onto the Premises, except for those contained in its back-up power batteries, propane and such other properly stored, reasonable quantities of common materials used in its telecommunications operations. Lessor represents, warrants and covenants that the Premises and Property have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents, warrants and covenants that no Hazardous Materials or underground storage tanks are located on or near the Premises or Property. During the Term and any Renewal Term, Lessor shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations, and shall impose on any lessee, licensee or other party using any portion of the Property the same obligations. If Hazardous Materials are deposited as a result of any act or omission of Lessor, Lessee shall have the right to terminate this Agreement, and Lessor shall indemnify and hold Lessee harmless from any and all claims arising out of such Hazardous Materials or under any Environmental Regulations, which indemnity shall survive the termination of this Agreement. For the purposes of these provisions, “**Hazardous Materials**” means any chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulations. As used herein, “**Environmental Regulations**” shall mean all laws, statutes, regulations and judicial interpretations of the United States and the State where the Premises are located or either of them which relate to the prevention or elimination of pollution or the protection of the environment.

18. **Defaults and Remedies / Termination**. This Agreement may be terminated on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term thereof by the other party, which default is not cured within

sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) business days from receipt of written notice, and, provided further that any non-monetary default which cannot be cured within such sixty (60) day period shall not be a default hereunder so long as such defaulting party diligently proceeds to cure such default upon receipt of notice thereof; or (ii) by Lessee for any reason or no reason. In the case of any default under this provision by either party, notice of such default shall be given to all subtenants (carriers) of the Lessee.

19. **Miscellaneous**

- a) This Agreement applies to and binds the heirs, successors, executors, personal representatives, administrators and assigns of the parties to this Agreement.
- b) This Agreement is governed by the laws of the State in which the Premises are located.
- c) Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in the form of Exhibit C; Lessor acknowledges that any Mortgagees of Lessee, in order to protect such Mortgagees' interests with respect to Lessee's interests in this Agreement and Lessee's Facility, may file or record such documentation as is normal and customary in order to protect the interest of such Mortgagees.
- d) Lessor agrees to use its best efforts to obtain a Subordination, Non-disturbance and Attornment Agreement in the form attached as Exhibit D hereto.
- e) This Agreement (including the Exhibits) constitutes the entire agreement between the parties
- f) and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties.
- g) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- h) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LESSOR:**

**City of Pryor Creek  
a Municipal Corporation**

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

Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

**LESSEE:**

**Branch Towers, LLC  
a Delaware Limited Liability Company**

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

Name: Curtis R. Branch

Title: President/CEO

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

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated \_\_\_\_\_2016, by and between City of Pryor Creek as Lessor, and Branch Towers, LLC, a Delaware limited liability company, as Lessee.

The land is described and/or depicted as follows (metes and bounds description):

**A portion of Block 29, Lots 14, 15, 16, 17 N of Hwy in the Whitaker Addition to the Incorporated Town of Pryor Creek, Mayes County, Oklahoma**

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated, \_\_\_\_\_2016, by and between City of Pryor Creek as Lessor, and Branch Towers, LLC, a Delaware limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

**50' X 50' parcel, and to include ingress, egress and utility easements**

**TO BE DETERMINED BY SURVEY AND APPROVED, IN WRITING, BY LESSOR AND LESSEE, AND ATTACHED HERETO AND MADE A PART HEREOF.**



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:

Branch Towers, LLC  
Attn: Curtis Branch  
1516 South Boston Ave, Suite 215  
Tulsa, OK 74119  
(918) 949-4551

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between, \_\_\_\_\_ (hereinafter referred to as "Lessor") and Branch Towers, LLC, a Delaware limited liability company, with offices at 1516 South Boston Ave, Suite 215, Tulsa, OK 74119, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Option Site Ground Lease Agreement ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 2016, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by Lessee to Lessor of Lessee's exercise of the Option ("Term Commencement Date"), with nine (9) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**LESSOR:**  
**City of Pryor Creek**  
**a Municipal Corporation**

**LESSEE:**  
**Branch Towers, LLC**  
a Delaware limited liability company

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

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

Name: \_\_\_\_\_

Name: Curtis R. Branch

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

Title: President/CEO

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

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

Name: \_\_\_\_\_

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

ACKNOWLEDGEMENTS

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

\_\_\_\_\_

Notary Public in  
And for the State of \_\_\_\_\_

Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, to me known to be the identical persons who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

\_\_\_\_\_

Notary Public in  
And for the State of \_\_\_\_\_

Commission expires: \_\_\_\_\_

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA )

COUNTY OF TULSA )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned Notary Public, personally appeared Curtis R. Branch, President/CEO, Branch Towers, LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

\_\_\_\_\_

Notary Public in  
and for the State of Oklahoma

Commission expires: \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated \_\_\_\_\_2016, by and between City of Pryor Creek, as Lessor, and Branch Towers, LLC, a Delaware limited liability company, as Lessee.

The land is described and/or depicted as follows (metes and bounds description):

**A portion of Block 29, Lots 14, 15, 16, 17 N in Hwy of the Whitaker Addition to the Incorporated Town of Pryor Creek, Mayes County, Oklahoma**

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated, \_\_\_\_\_ 2016, by and between \_\_\_\_\_, as Lessor, and Branch Towers, LLC, a Delaware limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

**50' X 50' parcel, and to include ingress, egress and utility easements**

**TO BE DETERMINED BY SURVEY AND APPROVED, IN WRITING, BY LESSOR AND LESSEE, AND ATTACHED HERETO AND MADE A PART HEREOF.**



## COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This COMMUNICATIONS SITE LEASE AGREEMENT ("**Agreement**") is entered into this 2<sup>nd</sup> day of JUNE, 2003 ("**Effective Date**"), by Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("**Nextel**" or "**Tenant**") and The City of Pryor Creek, a municipal corporation, for the use and benefit of its Municipal Utility Board ("**Owner**" or "**Landlord**").

For One Dollar (\$1.00) paid to Owner, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Owner owns a parcel of land ("**Land**") located in the City of Pryor, County of Mayes, State of Oklahoma, commonly known as 14 North Rowe Street, Pryor, Oklahoma 74361 (APN: 1001-00-021-008-0-00). The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below (Effective Date/Due Diligence Period), Owner Landlord hereby leases to Nextel and Nextel leases from Owner approximately One Thousand Fifty (1050) square feet of the Land and all access and utility easements necessary or desirable therefor ("**Premises**"), as may be generally described in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("**Effective Date**"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("**Due Diligence Period**"), Nextel shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Nextel may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Nextel determines, during the Due Diligence Period, that the Premises are not appropriate for Nextel's intended use, Nextel shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time prior to the Term Commencement Date. Owner and Nextel expressly acknowledge and agree that Nextel's access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Nextel shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. **Term.** The term of Nextel's tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below) or six (6) months following the Effective Date, whichever first occurs ("**Term Commencement Date**") and shall terminate on the fifth anniversary of the Term Commencement Date (the "**Term**") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods (the "**Renewal Terms**") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **Rent.** Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent Five Hundred and 00/100 Dollars (\$500.00) per month ("**Rent**"). The Rent shall increase on each anniversary date of the Term Commencement Date each year by the amount equal to three percent (3%) of the Rent then in effect for the previous year. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at P.O. Box 249, Pryor, Oklahoma 74362; Attention: Gary Pruett. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

5. **Use.** From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at Tenant's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. **Facilities; Utilities; Access.**

(a) Tenant has the right to construct, erect, maintain, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, a standby power generator and generator pad, and supporting equipment and structures therefor ("**Tenant Facilities**"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Land, but is not required to remove any foundation more than one (1) foot below grade level.

(b) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. Landlord agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Tenant or to the servicing utility company at no cost to the Tenant, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Landlord and the servicing utility company.

(c) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Land, as may be generally described in Exhibit B.

(d) Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Tenant's use of such roadways. Notwithstanding the forgoing, Tenant may construct an access road to the Premises ("**Access Road**"), across the Land as may be more fully described in Exhibit B, if Tenant reasonably determines such Access Road is necessary for Tenant's ingress to and egress from the Premises. Tenant shall be responsible for maintaining and repairing such Access Road until the expiration or earlier termination of this Agreement, at its sole expense, less reasonable wear and tear or loss caused by casualty or other cause beyond Tenant's control. Landlord shall be responsible for any damages to the Access Road caused by Landlord's, or Landlord's agents', employees', licensees', invitees' or contractors', use of the Access Road, and shall be responsible for maintaining and repairing the Access Road from and after the expiration or earlier termination of this Agreement, which costs shall be Landlord's sole responsibility.

## **7. Interference.**

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("**FCC**") requirements and in a manner that will not cause interference to Landlord or other lessees or licensees of the Land, provided that any such installations predate that of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Land or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference, in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

**8. Taxes.** If personal property taxes are assessed, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facilities. Landlord shall pay all real property taxes, assessments and deferred taxes on the Land.

## **9. Waiver of Landlord's Lien.**

(a) Landlord waives any lien rights it may have concerning the Tenant Facilities which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

(b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities (the "**Collateral**") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

**10. Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that the Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Tenant for any reason or for no reason during the Due Diligence Period, provided Tenant delivers written notice of early termination to Landlord prior to the Term Commencement Date; or (iii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iv) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Tenant if any environmental report for the Land reveals the presence of any Hazardous Material; (vi) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vii) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below.

In addition to the foregoing, Landlord shall have the one-time right, following the date which is ten (10) years after the Commencement Date hereof, to terminate this Agreement by delivering twelve (12) months prior written notice of such election to Tenant ("Landlord's Notice"). As consideration for the right granted herein, Landlord agrees that in the event Landlord elects to exercise the termination option, Rent shall abate from the date Landlord delivers Landlord's Notice through the expiration of the twelve (12) month notice period. Further, if Landlord elects to terminate the Agreement as aforesaid, Landlord agrees that Landlord shall lease to Tenant, upon the same terms and conditions as set forth in this Agreement, certain alternative property (to the extent such property is available) owned by Landlord (the "Alternative Property") as Tenant may require in order to install a tower structure and any related improvements thereon ("Tower"). The location of the Alternative Property and the Tower shall be mutually acceptable to Landlord and Tenant. Upon completion of the Tower on the Alternative Property, Tenant shall have the right to install the Tenant Facilities on the Tower. In such event, all references in this Agreement to the Premises shall be deemed to apply to the Tower located on the Alternative Property.

Additionally, if the Alternative Property is available and acceptable as aforesaid, during the period of time following Landlord's Notice until Tenant's completion of the Tower, its installation of the Tenant Facilities thereon and its receipt of any and all required licenses, permits and approvals, Tenant shall have the right to erect, maintain and operate on the Premises a mobile communications facility commonly known as a "cell on wheels", including, without limitation a mobile communications facility trailer, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Tenant COW Facilities"). Tenant may stabilize or otherwise secure the cell on wheels with guy wires, if, in Tenant's sole discretion, said guy wires are necessary for the said stabilization of the cell on wheels. Landlord grants to Tenant easements across those portions of the Property for access to install, repair and maintain guy wires, guy anchors and guy enclosures ("Azimuth Easements"). Such Azimuth Easements shall encompass that area of the Property, the width and length of which shall be sufficient for the construction and stabilization of Tenant Facilities. Landlord acknowledges that the right of access to the Azimuth Easements shall include the right by Tenant to clear any underbrush or vegetation adjacent to the Azimuth Easements which may block access to the Azimuth Easements. The Azimuth Easements granted herein shall run with the Property and be appurtenant to and for the benefit of the Premises, and shall be coterminous with the Agreement. Landlord shall not use nor permit its employees, agents, successors or assigns, or any future lessee to use the Property in any manner which interferes with Tenant's use of the Azimuth Easements. The benefits and obligations of the Azimuth Easements shall be

a covenant running with the Property and shall inure to and be binding upon the successors, assigns and heirs of the parties. In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers, at Tenant's sole cost and expense and in a good and workmanlike manner. Title to the Tenant COW Facilities shall be held by Tenant. Tenant may operate the Tenant COW Facilities until such time as Landlord and Tenant have agreed on the location of the Alternative Property, Tenant has erected the Tower and has had a reasonable opportunity to relocate the Tenant Facilities and to obtain any necessary licenses, permits or approvals for the same. The provisions of this paragraph shall apply only if Landlord and Tenant mutually determine that Alternative Property is available and suitable as more particularly described above.

**11. Destruction or Condemnation.** If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

**12. Insurance.** Tenant, at Tenant's sole cost and expense, shall procure and maintain on the Premises and on the Tenant Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Landlord, at Landlord's sole cost and expense, shall procure and maintain on the Land and its real property located thereon, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Land and Landlord's property located thereon. Tenant shall provide to the Landlord a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days following the Effective Date.

**13. Waiver of Subrogation.** Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Land or the Premises or to the Tenant Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

**14. Liability and Indemnity.** Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party's agents, employees or contractors in or about the Land. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

**15. Assignment and Subletting.** Tenant may assign this Agreement, or sublet or license the Premises or any portion thereof, which shall be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("**Waiver of Landlord's Lien**") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by

bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

**16. Warranty of Title and Quiet Enjoyment.** Landlord warrants that: (i) Landlord owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

**17. Repairs.** Tenant shall repair any damage to the Premises or Land caused by the negligence or willful misconduct of Tenant. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Tenant shall repair the Premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

**18. Hazardous Material.**

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) Without limitation of Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The duties described in this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "**Environmental Law**" means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, ruling, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

**19. Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Land and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

**Landlord:**

The City of Pryor Creek, a municipal corporation,  
for the use and benefit of its Municipal Utility  
Board  
P.O. Box 249  
Pryor, Oklahoma 74362  
Attn: Gary Pruet  
Phone: (918)825-2100

**Tenant:**

Nextel West Corp., a Delaware corporation d/b/a  
Nextel Communications  
4700 W. Sam Houston Parkway, Suite 200  
Houston, Texas 77041  
Attn: Property Manager

**With a copy to:**

Nextel Communications, Inc.  
2001 Edmund Halley Drive  
Reston, VA 20191-3436  
Second Floor, Mail Stop 2E225  
Attn: Site Leasing Services, Contracts Manager

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(f) This Agreement shall be governed by the laws of the State of Oklahoma.

(g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the county where the Land is located.

(h) In the event the Land is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed non-disturbance and attornment instrument for each such mortgage or deed of trust in a form reasonably acceptable to both parties.

(i) Landlord agrees to fully cooperate, including executing necessary documentation, with Tenant to obtain information and documentation clearing any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition or withhold its approval or consent.

(k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(l) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(m) All Riders and Exhibits annexed hereto form material parts of this Agreement.

MKT: Oklahoma  
SITE NAME: Pryor  
SITE#: OK3188 E

(n) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

20. Landlord's Antenna. Subject to the terms and conditions of this Paragraph 20 and provided the same does not cause interference with Tenant's use of the Tenant Facilities, Tenant agrees that Landlord shall have the right, during the Term of this Agreement, to place an antenna ("Antenna") upon the tower structure to be constructed by Tenant as part of the Tenant Facilities. Landlord agrees that the Antenna shall be for the sole and exclusive use of Landlord and shall further be used by Landlord for the sole purpose of providing public safety or other municipal services. Any exercise of the right granted to Landlord herein shall be in writing by Landlord to Tenant and shall further be subject to the express terms and conditions of a separate, mutually acceptable, written agreement to be entered into by and between Landlord and Tenant within a reasonable period of time following Landlord's notice to Tenant of its election to exercise the right granted herein.

**\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\***

MKT: Oklahoma  
SITE NAME: Pryor  
SITE#: OK3188 E

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**LANDLORD:**

The City of Pryor Creek, a municipal corporation, for  
the use and benefit of its Municipal Utility Board

By: 

Name: Gary Pruett

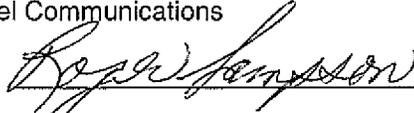
Title: General Manager

Date: 6-2-03

Tax I.D.: 73-6582713

**TENANT:**

Nextel West Corp.,  
a Delaware corporation,  
d/b/a Nextel Communications

By: 

Name: Roger Sampson

Title: Vice President

Date: 10 JUN 03

MKT: Oklahoma  
SITE NAME: Pryor  
SITE#: OK3188 E

**EXHIBIT A**

**DESCRIPTION OF LAND**

to the Agreement dated \_\_\_\_\_, 2003, by and between The City of Pryor Creek, a municipal corporation, for the use and benefit of its Municipal Utility Board, as Landlord, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 1001-00-021-008-0-00

Lots Eight (8) and Nine (9) in Block Twenty-one (21), in the Original Town of Pryor Creek, Mayes County, State of Oklahoma, according to the Official Recorded Plat and Survey thereof.

**EXHIBIT B**  
**DESCRIPTION OF PREMISES**

to the Agreement dated \_\_\_\_\_, 2003, by and between The City of Pryor Creek, a municipal corporation, for the use and benefit of its Municipal Utility Board, as Landlord and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Premises are described and/or depicted as follows:

**A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO**

**Notes:**

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The Actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

EXH. B: "D"

OK3188E PRYOR



ROWE STREET

80'

LESSOR'S LAND

30'

NEXTEL PREMISES  
30' X 35'

35'

150'

NEXTEL ACCESS RD.  
12' WIDE

NEXTEL UTILITY EASEMENT 5' WIDE

ALLEY

PP ● ● TELCO

NOT TO SCALE

EXHIBIT C

RECORDED AT REQUEST OF, AND  
WHEN RECORDED RETURN TO:

Nextel West Corp., a Delaware corporation d/b/a Nextel Communications  
4700 W. Sam Houston Parkway, Suite 200  
Houston, Texas 77041  
Attn: Property Manager

MEMORANDUM OF AGREEMENT  
OK3188 E / Pryor  
APN: 1001-00-021-008-0-00

This MEMORANDUM OF AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by The City of Pryor Creek, a municipal corporation, for the use and benefit of its Municipal Utility Board, with an address at P.O. Box 249, Pryor, Oklahoma 74362 (hereinafter referred to as "**Owner**" or "**Landlord**") and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, with an office at 4700 W. Sam Houston Parkway, Suite 200, Houston, Texas 77041 (hereinafter referred to as "**Nextel**" or "**Tenant**").

1. Owner and Nextel entered into a Communications Site Lease Agreement ("**Agreement**") on the \_\_\_\_\_ day of \_\_\_\_\_, 2003, ("**Effective Date**") for the purpose of Nextel undertaking certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of Nextel's tenancy under the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities or Six (6) months following the Effective Date, whichever first occurs ("**Term Commencement Date**"), and terminating on the fifth anniversary of the Commencement Date with five (5) successive five (5) year options to renew.
3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "**Premises**") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

The City of Pryor Creek, a municipal corporation, for the use and benefit of its Municipal Utility Board  
NOT FOR EXECUTION – EXHIBIT ONLY  
By: \_\_\_\_\_

Name: Gary Pruett  
Title: General Manager  
Date: \_\_\_\_\_

TENANT:

Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications  
NOT FOR EXECUTION – EXHIBIT ONLY  
By: \_\_\_\_\_

Name: Roger Sampson  
Title: Vice President  
Date: \_\_\_\_\_

STATE OF OKLAHOMA

COUNTY OF MAYES

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared **Gary Pruett**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_(SEAL)  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF DALLAS

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared **Roger Sampson**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_(SEAL)  
Notary Public

My commission expires: \_\_\_\_\_

**THE RITCHIE LAW FIRM**

*Mailing: P.O. Box 246  
Physical: 21 N. Vann Street  
Pryor, OK 74362  
(918)825-4558 (voice)  
(918)825-1623 (facsimile)*



[www.ritchielawok.com](http://www.ritchielawok.com)  
[www.ritchieautoinjurylaw.com](http://www.ritchieautoinjurylaw.com)

**MEMBERS OF THE FIRM**

<u>Attorneys:</u>	<u>Paralegals:</u>
K. Ellis Ritchie	Cindy Newell, ACP
Bryan A. Rock	Debra Ray
Chris R. Kemp	Hannah Gerhart, CP
<u>Receptionist</u>	<u>Office Manager:</u>
Tammy Buff	Jara Jaques

**October 22, 2014**

**SBA CCOMMUNICATIONS CORPORATION  
ATT: DARREN FELDMAN  
5900 Broken Sound Parkway NW  
Boca Raton, FL 33487-2797  
(Also by email on 10/23/14 to [dfeldman@sbsite.com](mailto:dfeldman@sbsite.com))**

**Re: MKT: Oklahoma  
Site Name: Pryor  
Site # OK3188E**

**Dear Mr. Feldman,**

Please be advised that I am the City Attorney for Pryor Creek, Oklahoma. I have been provided a copy of the lease documents concerning the above site and your proposal for a 30 year lease extension. In that respect I provide the following information:

1. The property was original owed by the City of Pryor Creek ex rel., Municipal Utility Board. That ownership remains in the City of Pryor Creek but however all use and benefit of the Utility Board has ceased as of 12/19/11. I have enclosed copies of the Quit Claim Deed by the MUB and the assignment by that agency of the lease to the City itself.
2. The Mayor is willing to work with your request but however the agreement for same will have to be approved by the Council to become effective. In these respects please see the following comments on provisions of the lease provided to you with reference made to the paragraph numbers as listed in your lease:
  - (1) Eliminate subject to paragraph 2 and due diligence period.
  - (2) Provide only the effective date as date of execution and eliminate all the other language.
  - (3) Eliminate all language and provide term as commencing on effective date of execution and continuing for period of 30 years from that date.
  - (4) Provide current rent at the amount you are now paying. Provide for an annual increase in rent of 3% of the rent rate for the previous year. Payments still due 1st of each month. Rent payable to City at P.O. Box 1167, Pryor, OK 74362, attention "City Clerk".
  - (6)(d) Acknowledge that the access road shown on Exhibit B is in place and constructed. Tenant has obligation to maintain the access road. Eliminate any reference to a right of tenant to have access across landlords other land.

- (10) Eliminate item (ii). Eliminate (v). Eliminate (vi). Eliminate second and third paragraph in total.
- (19)(e) Landlord Identification: The City of Pryor Creek, Oklahoma a municipal Corporation, P.O. Box 1167, Pryor, OK 74362, Attention: City Clerk (918) 825-0888.

Signature Page revision of Landlord: The City of Pryor Creek, Oklahoma a municipal Corporation, by Jimmy Tramel, Mayor, and Tax I.D. 73-6005386

Exhibit A - eliminate reference to Municipal Utility Board.

Exhibit B - eliminate reference to Municipal Utility Board.

Exhibit C - eliminate reference to Municipal Utility Board and change to address of City; revise dates in paragraph "1"; revise language of paragraph "2" for 30 year term; revise signature blocks per above information for City.

Sincerely,

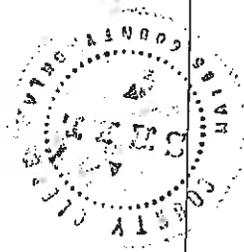
A handwritten signature in black ink, appearing to read "K. Ellis Ritchie", written over a horizontal line.

K. Ellis Ritchie

cc: Mayor

I-1996-642188 04/02/2012 11:27 am  
Book 1214 Page(s) 0969-0970  
Fee: \$ 15.00 Doc: \$ 0.00  
Rita Littlefield - Mayes County Clerk  
State of Oklahoma

**QUIT CLAIM DEED**



KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 19<sup>th</sup> day of December, 2011, between **THE CITY OF PRYOR CREEK, ex rel, MUNICIPAL UTILITY BOARD**, party of the first part, and **THE CITY OF PRYOR CREEK**, a Municipal Corporation, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, to it in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim grant, bargain, sell and convey unto the said party of the second part all its right, title, interest, estate, and every claim and demand, both at law and in equity, in and to the following described property situate in Mayes County, State of Oklahoma, to-wit:

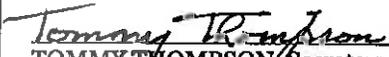
lots Numbered Eight (8), Nine (9) and Twelve (12), Block Numbered Twenty-one (21) in the original Town of PRYOR CREEK, Mayes County, State of Oklahoma, according to the Official Recorded Plat and Survey thereof;

together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said party of the second part, and to its successors and assigns forever, so that neither it, the said party of the first part or any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but it and everyone of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said party of the first part have hereunto set its hand the day and year first above written.

ATTEST:

  
TOMMY THOMPSON, Secretary

  
JACK LEDBETTER, Chairman of the  
MUNICIPAL UTILITY BOARD of  
THE CITY OF PRYOR CREEK

STATE OF OKLAHOMA ]  
                                  ] ss.  
COUNTY OF MAYES ]

1000 City of Pryor

BOOK 1214 PAGE 969

ASSIGNMENT

COMES now, the MUNICIPAL UTILITY BOARD, CITY OF PRYOR CREEK, (Assignor), and on the 5<sup>th</sup> day of March, 2012, for and in consideration of the sum of One Dollar, and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby assign, sell, transfer and set over unto the CITY OF PRYOR CREEK, Mayes County, State of Oklahoma, (Assignee), all of its right, title and interest, in and to that certain Communications Site Lease Agreement (Ground) dated the 2<sup>nd</sup> day of June, 2003, and said original Lease was executed by Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications as "Tenant" and executed by the Municipal Utility Board of the City of Pryor Creek, a municipal corporation, as "Landlord" and affecting the following real property described as follows:

Lots Numbered Eight (8) and Nine (9), in Block Numbered Twenty-one (21) in the Original Town of PRYOR CREEK, Mayes County, State of Oklahoma, according to the Official Recorded Plat and Survey thereof.

IN WITNESS WHEREOF, I hereunto set my hand the day and year first above written.

MUNICIPAL UTILITY BOARD,  
City of Pryor Creek,

By: Jack Ledbetter  
Jack Ledbetter, Chairman

**RESOLUTION NO. 2016 - \_\_\_\_\_**

The undersigned constitute **The City Council of The City of Pryor Creek, an Oklahoma municipal corporation** (the "Corporation"). The undersigned hereby consent to, and adopt, the following preamble and resolutions by this instrument.

**WHEREAS**, the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, duly adopted a resolution for an Amendment to Communications Site Lease Agreement (Ground) ("Amendment") on the property described in the Exhibit "A" to **SBA 2012 TC Assets, LLC** ("SBA"), to amend that certain Communications Site Lease Agreement (Ground), dated June 2, 2003, as evidenced by that certain Memorandum of Agreement recorded November 3, 2003, in Book 991, Page 15, and ultimately assigned to SBA f/k/a TowerCo Assets LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Ground Lease recorded March 19, 2009, in Book 1144, Page 239, both recordings of the County Clerk's Office of Mayes County, Oklahoma, as amended and assigned from time to time ("Agreement") to SBA by and between the City as Landlord and SBA as Tenant.

**RESOLVED**, that the City Council hereby authorizes and directs the Amendment, and in connection therewith \_\_\_\_\_ [Signing Officer] as Mayor of the City is hereby authorized, empowered and directed to execute and deliver for, on behalf of, and in the name of the City the Amendment, and any and all documents in connection with the Agreement as Mayor or the signing officer in his/her sole and absolute discretion deems to be in the best interests of the City; and it is

**FURTHER RESOLVED**, that Mayor be and is hereby authorized to execute, in the name and on behalf of this City to take or cause to be taken, any and all actions necessary to enter into, execute, deliver and perform the Amendment and any and all documents and documentation (all of which are to be in form and substance as the person executing the same may deem necessary or desirable, the execution thereof by Mayor is conclusive evidence of approval of such form and substance by Mayor that may be required or contemplated under the terms of the Agreement and to do any and all things which in his/her discretion he/she may deem to be necessary or appropriate in connection with or in furtherance of the foregoing resolution; and it is

**FURTHER RESOLVED**, that the signature of Mayor on the Amendment, and any other documents and instruments executed in connection therewith or pursuant thereto shall be conclusive evidence of his/her authority to execute and deliver such instruments or documents.

**FURTHER RESOLVED**, that all actions previously taken by the City in connection with the Amendment, and the transactions contemplated by the foregoing resolution thereby be, and they hereby are adopted, ratified, confirmed and approved in all respects.

This document may be executed in two or more counterparts, each of which will be deemed an original and together, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned hereby affix their hands and seal effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Print Name:**  
**Title: Mayor**

\_\_\_\_\_  
**Print Name:**  
**Title: City Clerk**

\_\_\_\_\_  
**Print Name:**  
**Title: City Attorney**  
**Approved as to Legality**

**CONTRACT FOR SERVICES**  
**AS**  
**BUILDING INSPECTOR**  
**(City of Pryor Creek, Oklahoma / James Dunn)**

**THIS AGREEMENT** is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Pryor Creek, Oklahoma and James Dunn. The effective date of this agreement shall be deemed to be the \_\_\_ day of \_\_\_\_\_, 2016 regardless of the date signed.

**WHEREAS**, The City of Pryor Creek, Oklahoma deems it reasonable, necessary and advisable in the fulfillment of its public function in the provision of governmental services to the said citizens of the City to a Building Inspector for purposes of adhering to the mandate of the State Legislature for compliance with currently adopted State Building Codes; And

**WHEREAS**, the City of Pryor Creek is a city with a population of less than 10,000 people and is therefore exempt from the provisions of the Oklahoma Inspectors Act; And

**WHEREAS**, James Dunn currently serves as Building Inspector for other town entities in the area of Northeastern Oklahoma on a contractual basis and has offered to render his professional services as such to the City of Pryor Creek upon the terms and conditions as hereinafter more fully set forth; And

**WHEREAS**, the City of Pryor Creek desires to engage the professional services of James Dunn for the performance of Electrical and Plumbing inspections in addition to the general services of building inspections on a contractual basis and not as an employee of the City; And

**WHEREAS**, the statutory requirements for qualification to perform electrical inspections are set forth in 59 OS 1693 as at least three (3) years of active experience in the electrical industry and the person serving shall have no interest, direct or indirect, in any firm or corporation engaged in the electrical industry; And

**WHEREAS**, the statutory requirements for qualification to perform plumbing inspections are set forth in 59 OS 1693 requiring at least three (3) years' practical experience in the plumbing industry; and

**WHEREAS**, the aforesaid statutes further provide that a City may, in its discretion, appoint some person deemed qualified for such office of electrical and plumbing inspector if such person, within two (2) years after the date of appointment, successfully passes the examination for a license as a plumbing inspector and the examination for a license as an electrical inspector conducted by a recognized national building code or standard service; And

**WHEREAS**, James Dunn does hereby affirmatively represent and warrant to the City that he is possessed of the qualifications as above stated and required by the statutes of this State.

**NOW THEREFORE**, the Parties hereto agree as follows:

1. James Dunn shall be engaged by the City of Pryor Creek on a contractual professional services basis to serve as Electrical and Plumbing inspector in addition to the general services of building inspector as of the effective date of this contract to serve at the pleasure of the Mayor and Council.
2. The term of this agreement shall be limited to the current fiscal year of the City which ends on June 30, 2017 at which time this contract shall cease and terminate. The parties hereto may elect to renew the contract for any subsequent fiscal year but such subsequent renewal shall not be deemed an extension of the contract term, but rather a new contract for the term of the

subsequent fiscal year of the City upon such terms and conditions as may be determined by them.

3. The City agrees to compensate James Dunn at the rate of \$30.00 per hour for all time reasonably and necessarily expended by him in the performance of his duties under this contract. Compensation shall be paid on a monthly basis pursuant to monthly billing by James Dunn to the City. Billing shall be in an itemized invoice format sufficient to identify each specific task performed and the time dedicated to the performance of each task and parties involved, subject to approval of each such invoice by the City Council.
4. Either party to this agreement may terminate this agreement at any time, for any reason, or no reason.
5. James Dunn shall for all purposes be deemed under this contract to be an independent contractor with the said City.
6. James Dunn shall render services as Electrical and Plumbing inspector in addition to the general services of building inspector for the said City during the term of this agreement and shall be obligated to the performance of his duties in a professional manner in adherence to the enforcement of the building codes of the City of Pryor Creek, Oklahoma and the State of Oklahoma.

This agreement is, and shall be deemed, effective as of the date first mentioned above as the "effective date" regardless of the date signed.

**Approved by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2016.**

\_\_\_\_\_  
**James Dunn**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Jimmy Tramel, Mayor**

\_\_\_\_\_  
**Date Signed**

**Approved as to form and legality by:**

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

\_\_\_\_\_  
**Date Signed**

**ATTEST:**

\_\_\_\_\_  
**Eva Smith, City Clerk**



## City of Pryor Creek

12 North Rowe – PO Box 1167  
Pryor Creek, Ok 74362  
Tel 918-825-0888 Fax 918-825-6577  
www.pryorcreek.org

### CONTRACT FOR SERVICES

1. Effective \_\_\_\_\_, \_\_\_\_\_ will assume the position of school resource officer and canine handler for the Pryor Police Department.
2. By taking this position, \_\_\_\_\_ agrees that he will be compensated 30 minutes per day or 3.5 hours per week for taking care of the police canine, starting \_\_\_\_\_.
3. \_\_\_\_\_ agrees that the 3.5 hours per week will be compensated within the 28-day pay period in compensatory time unless the Chief of Police deems other compensation is necessary.
4. \_\_\_\_\_ agrees that all training necessary for the police canine and handler will be done during the handler's normal work hours unless approved by the Chief of Police.
5. \_\_\_\_\_ agrees that there will not be any compensation for drive time to and from work.
6. All other call-outs refer to the contract or city policy.

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



**Board of County Commissioners  
Mayes County, Oklahoma**

**Kevin Whiteside District No. 1  
Darrell Yoder, District No. 2  
Ryan Ball, District 3  
Dana Thompson, Secretary**

**1 Court Place, Suite 140  
Pryor, Ok 74361  
Tel. 918-825-0639  
Fax 918-825-3811**

Mayor of Pryor Creek  
P.O. Box 1167  
Pryor, OK 74362

Re: Purchase of Old Jail

Dear Mr. Tramel:

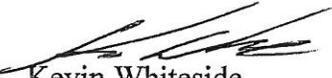
Please consider this letter as a formal offer from the Board of County Commissioners of Mayes County To purchase the city-owned portion of old jail located in Pryor, Oklahoma. As you know, the City of Pryor Creek owns forty percent (40%) of the property and Mayes County owns sixty percent(60%). The Board Of County Commissioners obtained two appraisals of the property which returned values of \$97,000 and \$115,000. Using the greater of the two values, the city-owned portion would be valued at \$46,000.

The Board of County May 9, 2016

Honorable Jimmy Tramel

Commissioners respectfully offers the City of Pryor Creek \$51,000 for its 40% of the property  
Please feel free to contact me regarding this offer and the Board looks forward to hearing from you soon.

Sincerely,

  
Kevin Whiteside  
Chairman of Board of County Commissioners  
Mayes County  
Mayesdist1@yahoo.com