

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

**TUESDAY, MAY 19<sup>TH</sup>, 2015 AT 6:00 P.M.**

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

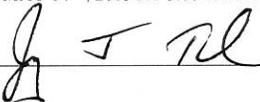
1. Call to Order, Prayer, Pledge of Allegiance, Roll Call.
2. Petitions from the Audience. (Limited to 5 minutes.)
3. Mayor's Report:
4. City Attorney's Report:
5. Discuss, possibly act on Consent Agenda. (Items deemed non-controversial and routine in nature to be approved by one motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda.)
  - a. Approve minutes of May 5<sup>th</sup>, 2015 Council meeting.
  - b. Approve payroll purchase orders through May 22<sup>nd</sup>, 2015.
  - c. Approve claims for purchase orders through May 19<sup>th</sup>, 2015.
  - d. Acknowledge receipt of deficient purchase orders.
  - e. Approve April Appropriations Requests.
  - f. Approve authorizing Mayor to sign Agreement for Services between Pryor Creek Music Festivals, Inc. ("PCMF") an Oklahoma corporation and the City of Pryor Creek, Oklahoma ("City") from May 22<sup>nd</sup>, 2015 through May 24<sup>th</sup>, 2015 for the purpose of providing fire service during Rocklahoma.
  - g. Approve expenditure of \$14,202.84 to Paragon Contractors, LLC for Payment Application #3-RET for Pryor Creek 2014 Street Maintenance project.
  - h. Approval surplus of one (1) 1990 International Tanker #2, VIN #1HTSDTVN1LH260127 from the Pryor Creek Fire Department Inventory.
  - i. Approve seeking sealed bids on one (1) 1990 International Tanker #2 VIN #1HTSDTVN1LH260127 from the Pryor Creek Fire Department Inventory less tank and all emergency equipment.
  - j. Approve authorizing Doug Moore to bid on the City's behalf at the Mayes County Treasurer's June Tax Resale on the property located at 203 North Indianola not to exceed \$4,500.00 from Real Properties Fund – Purchase of Property (Account #46-465-5423).
  - k. Approve an expenditure in the amount of \$3,500.00 for one (1) Desktop Basic Concurrent Use License for GIS Mapping Software from (ESRI) Environmental Systems Research Institute, Inc. as sole source (annual maintenance not included) from General Fund – General Software (Account #02-201-5260).
  - l. Approve authorizing the Mayor to sign a "Lease Agreement" between the City of Pryor Creek and the Pryor Area Arts and Humanities Council at the old City Hall building located at 6 North Adair Street.
  - m. Approve an expenditure of \$6,574.00 for yearly fee to VIWO Google Apps for 75 e-mail account licenses (including 30GB of space and spam filtering) for one (1) year, transfer from pryorok.org to pryorcreek.org domain and IMAP migration of current apps and data to new pryorcreek.org.
  - n. Approve expenditure of \$3,000.00 to the Pryor Area Arts and Humanities Council for the NEOK Area Artist Show held September 26<sup>th</sup> through October 4<sup>th</sup>, 2014 from Hotel / Motel funds for reimbursement of receipts presented.
  - o. Approve expenditure of \$2,000.00 to the Pryor Main Street for the Pryor Main Street Chili Christmas Car & Bike Show held November 15<sup>th</sup>, 2014 from Hotel / Motel funds for reimbursement of receipts presented.
  - p. Approve expenditure of \$2,500.00 to the Pryor Area Chamber of Commerce for the Christmas Parade of Lights 2014 held December 4<sup>th</sup>, 2014 from Hotel / Motel funds for reimbursement of receipts presented.
  - q. Approve Hotel / Motel Tax Fund Allocation Grant Application in the amount of \$2,500.00 presented by Pryor Main Street for a Barbeque Cook-off & Bike Show for the 2014-2015 fiscal year to be held June 20<sup>th</sup>, 2015.
  - r. Approve surplus of the following seized vehicles awarded to the Pryor Police Department from the District Attorney's office:
    1. 1998 Ford Pick-up – VIN #1FTZF1721WKA63902
    2. 1980 Ford Mustang – VIN #0F04B188519
    3. 1995 Chevrolet Pick-up – VIN #1GCEC14Z5SZ283795
    4. 1992 Honda 2-door – VIN #1HGCB714XNA019586
    5. 1998 Mercury 4-door – VIN #1MEFM5OU3WA616601

- s. Approve accepting retirement resignation of Tom Bradley, Dispatcher for the Pryor Police Department effective June 11<sup>th</sup>, 2015 after 22 years of service.
  - t. Approve promotion of Chuck Ward to Police Department Patrolman, Range J, Step 2 to Corporal at Range K, Step 2 (annual wages \$38,211.00)
  - u. Approve promotion of James Willyard to Police Department Sergeant, Range L, Step 4 to Captain, Range M, Step 4 (annual wages \$47,504.00).
  - v. Approve expenditure of \$10,143.00 to Sunbelt Pools for Pryor Creek Recreation Center Circulation Pump replacement and installation from Recreation Center Fund – Capital Outlay – Equipment (Account #84-845-5410). Other quotes received: Aquatic Resources, Inc. - \$12,500.00 and Robin Ewing Pool Supplies (Commercial Aquatics) - \$13,950.00.
  - w. Approve expenditure of \$8,726.00 to ZIVA for the purchase of two (2) sets of dumbbells 5-100 lbs. in 5 lb. increments for the Pryor Creek Recreation Center. Other quotes received: Fitness Product Services - \$11,132.00 and Body Success - \$10,313.00.
6. Committee Reports:
    - a. Budget / Personnel (Rosamond)
    - b. Ordinance / Insurance (Rains)
    - c. Street / Maintenance Garage (Barnes)
  7. Unforeseeable business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
  8. Adjourn.

### PRYOR PUBLIC WORKS AUTHORITY

1. Call to Order.
2. Discuss, possibly act on approval of minutes of May 5<sup>th</sup>, 2015 meeting.
3. Unforeseeable business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
4. Adjourn.

FILED MAY 14<sup>TH</sup>, 2015 AT 5:00 P.M. BY MAYOR JIMMY TRAMEL.

  
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POSTED ON THE BULLETIN BOARD AT CITY HALL, 12 NORTH ROWE STREET, PRYOR CREEK, OKLAHOMA, MAY 14<sup>TH</sup>, 2015 AT 5:00 P.M. BY CITY CLERK EVA SMITH.

  
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**MINUTES  
CITY COUNCIL MEETING  
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING  
CITY OF PRYOR CREEK, OKLAHOMA  
TUESDAY, MAY 5<sup>TH</sup>, 2015 AT 6:00 P.M.**

The City Council of the City of Pryor Creek, Oklahoma met in regular session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors. Notice was also faxed to *The Paper* and *The Times* newspapers and delivered to the Council members.

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

Mayor Jimmy Tramel called the meeting to order at 6:00 p.m. The Prayer and the Pledge of Allegiance were conducted by Mayor Tramel. Roll call was conducted by City Clerk Eva Smith. Council members present included: Roger Willcutt, Cheryl Hedgpath, Yolanda Thompson, Houston Brittain, Greg Rosamond, Randy Chitwood, Ryan Rains and Drew Stott. Council members absent: none.

Department Heads and other City Officials present: City Attorney K. Ellis Ritchie, Police Chief Steve Lemmings, Assistant Police Chief Derek Melton, Fire Chief Tim Thompson, Building Inspector/Code Enforcement Officer Doug Moore and Recreation Center Director Laura Holloway.

Others: Police Officer James Willyard.

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

There were no petitions from the audience.

**3. MAYOR'S REPORT:**

Mayor Tramel stated seven (7) Proposals for the Comprehensive Plan had been received and a committee will be appointed to begin reviewing the plans.

Mayor Tramel stated today was the scheduled bid opening day for the Splash Pad. No bid were received.

Mayor read the Committee Assignments as stated below.

**a. COMMITTEE ASSIGNMENTS:**

- **STREET – ROGER WILLCUTT - CHAIRMAN, YOLANDA THOMPSON, HOUSTON BRITTIAN, (ALTERNATE – DREW STOTT)**
- **ORDINANCE / INSURANCE – RANDY CHITWOOD - CHAIRMAN, CHERYL HEDGPATH, RYAN RAINS, (ALTERNATE – GREG ROSAMOND)**
- **BUDGET / PERSONNEL AND FIRE AND POLICE NEGOTIATIONS – GREG ROSAMOND – CHAIRMAN, DREW STOTT, RANDY CHITWOOD, (ALTERNATE – RYAN RAINS)**

**b. ENTERTAIN NOMINATIONS FOR PRESIDENT OF COUNCIL.**

Mayor Tramel entertained nominations for President of Council. Greg Rosamond was nominated. Mayor moved that nominations cease.

**c. DISCUSS, POSSIBLY APPROVE PRESIDENT OF COUNCIL.**

Motion was made by Brittain, second by Stott to approve Greg Rosamond for President of Council. Voting yes: Willcutt, Hedgpath, Thompson, Brittain, Chitwood, Rains, Stott. Voting no: none. Abstaining (counting as a no vote): Rosamond.

**d. DISCUSS, POSSIBLY ACT ON APPROVAL TO ACCEPT THE DONATION OF ONE (1) KUBOTA Z725KH SERIAL #10709 60” MOWER FOR THREE YEARS FROM KUBOTA CENTER OF PRYOR, OKLAHOMA.**

Motion was made by Chitwood, second by Rosamond to approve to accept the donation of one (1) Kubota Z725KH Serial #10709 60” mower for three years from Kubota Center of Pryor, Oklahoma. Voting yes: Hedgpath, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt. Voting no: none.

**4. CITY ATTORNEY’S REPORT:**

There was no report.

**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 APRIL 21<sup>ST</sup>, 2015 COUNCIL MEETING.**

Motion was made by Rosamond, second by Brittain to approve minutes of April 21<sup>st</sup>, 2015 Council meeting. Voting yes: Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt. Voting no: none. Abstaining (counting as a no vote): Thompson, Hedgpath.

**b. APPROVE PAYROLL PURCHASE ORDERS THROUGH MAY 8<sup>TH</sup>, 2015.**

Motion was made by Willcutt, second by Chitwood to approve payroll purchase orders through May 8<sup>th</sup>, 2015. Voting yes: Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, Hedgpath, Thompson. Voting no: none.

**c. APPROVE CLAIMS FOR PURCHASE ORDERS THROUGH MAY 5<sup>TH</sup>, 2015.**

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	1420142522 - 1420142472	\$ 49,223.23
STREET & DRAINAGE	1420142472 - 1420142321	9,997.42
CEMTERY CARE FUND	910603B	8,970.00
GOLF	1420142484 - 1420142482	7,232.54
CAPITAL OUTLAY	1420142518 - 910421B	123,990.40
REAL PROPERTY	1420142496 - 910528B	114,868.94
RECREATION	1420142447 - 1420142313	31,187.60
DONATIONS	1420142463 - 1420142473	\$ 654.16
	<b>TOTAL</b>	<b>\$ 346,124.29</b>

Motion was made by Chitwood, second by Rosamond to approve claims for purchase orders through May 5<sup>th</sup>, 2015. Voting yes: Rosamond, Chitwood, Rains, Stott, Willcutt, Hedgpath, Thompson, Brittain. Voting no: none.

**d. ACKNOWLEDGE RECEIPT OF DEFICIENT PURCHASE ORDERS.**

Motion was made by Brittain, second by Rosamond to acknowledge *there were no deficient purchase orders presented*. Voting yes: Chitwood, Rains, Stott, Willcutt, Hedgpath, Thompson, Brittain, Rosamond. Voting no: none.

**e. APPROVE MAYOR'S RE-APPOINTMENT OF EVETT BARHAM TO HOTEL / MOTEL SEAT #5, TERM EXPIRING 4/30/19.**

Motion was made by Chitwood, second by Thompson to approve Mayor's re-appointment of Evett Barham to Hotel / Motel Seat #5, term expiring 4/30/19. Voting yes: Rains, Stott, Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood. Voting no: none.

**f. APPROVE EXPENDITURE IN THE AMOUNT OF \$7,500.00 TO INFRASTRUCTURE SOLUTIONS GROUP, LLC DBA MELHBURGER BRAWLEY, INC. FOR GRAHAM AVENUE MILLING AND OVERLAY PROJECT #PRY-14-02 OVERSIGHT.**

Motion was made by Chitwood, second by Rosamond to approve expenditure in the amount of \$7,500.00 to Infrastructure Solutions Group, LLC dba Melhburger Brawley, Inc. for Graham Avenue milling and overlay Project #PRY-14-02 oversight. Voting yes: Stott, Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood, Rains. Voting no: none.

**g. APPROVE MODIFICATION TO ASPHALT OVERLAY PROJECT #PRY-14-02 GRAHAM AVENUE MILLING AND OVERLAY TO INCLUDE NORTH / SOUTH RETURNS AND APPROACHES OF ADAIR, VANN, ROWE AND COO-Y-YAH STREETS ORIGINALLY SIGNED AUGUST 19<sup>TH</sup>, 2014.**

Motion was made by Stott, second by Rosamond to approve modification to Asphalt Overlay Project #PRY-14-02 Graham Avenue milling and overlay to include North / South returns and approaches of Adair, Vann, Rowe and Coo-Y-Yah Streets originally signed August 19<sup>th</sup>, 2014. Voting yes: Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott. Voting no: none.

**h. APPROVE EXPENDITURE OF \$3,510.00 TO APAC – CENTRAL, TULSA, OK PER STATE OF OKLAHOMA CONTRACT SW081, LINE #33 (SUPERPAVE TYPE S4PG-70-280K) FOR ADDITIONAL 60 TONS OF ASPHALT FOR THE PURPOSE OF RESURFACING THE DRIVING SURFACE AND PARKING AREA THAT ARE AN EXTENSION OF SH-20 LOCATED WITHIN THE CITY LIMITS OF THE CITY OF PRYOR CREEK. MORE SPECIFICALLY, AN ADDITION OF THE NORTH AND SOUTH RETURNS OF ADAIR, VANN, ROWE AND COO-Y-YAH FROM US-69 HIGHWAY TO HOGAN STREET ON SH-20 IN THE CITY OF PRYOR CREEK. EXPENDITURE OF \$65,695.50 FOR 1,966 FEET PREVIOUSLY APPROVED JUNE 17<sup>TH</sup>, 2014.**

Motion was made by Brittain, second by Willcutt to approve expenditure of \$3,510.00 to APAC – Central, Tulsa, OK per State of Oklahoma Contract SW081, Line #33 (superpave type S4PG-70-280K) for additional 60 tons of asphalt for the purpose of resurfacing the driving surface and parking area that are an extension of SH-20 located within the city limits of the City of Pryor Creek. More specifically, an addition of the North and South returns of Adair, Vann, Rowe and Coo-Y-Yah from US-69 Highway to Hogan Street on SH-20 in the City of Pryor Creek. Expenditure of \$65,695.50 for 1,966 feet previously approved June 17<sup>th</sup>, 2014. Voting yes: Hedgpath, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt. Voting no: none.

- i. APPROVE AN EXPENDITURE OF \$700.00 TO BELL CONTRACTING, COLUMBIA, MO PER STATE OF OKLAHOMA CONTRACT SW756 LINE #49 (COLD MILLING BITUMINOUS PAVEMENT) FOR ADDITIONAL 709 SQUARE MILLING, FOR THE PURPOSE OF RESURFACING THE DRIVING SURFACE AND PARKING AREA THAT ARE AN EXTENSION OF SH-20 LOCATED WITHIN THE CITY LIMITS OF THE CITY OF PRYOR CREEK. MORE SPECIFICALLY, AN ADDITION OF THE NORTH AND SOUTH RETURNS OF ADAIR, VANN, ROWE AND COO-Y-YAH FROM US-69 HIGHWAY TO HOGAN STREET ON SH-20 IN THE CITY OF PRYOR CREEK. (EXPENDITURE OF \$40,726.65 FOR 1,966 FEET PREVIOUSLY APPROVED JUNE 17<sup>TH</sup>, 2014.)**

Motion was made by Chitwood, second by Thompson to approve an expenditure of \$700.00 to Bell Contracting, Columbia, MO per State of Oklahoma Contract SW756 line #49 (cold milling bituminous pavement) for additional 709 square milling, for the purpose of resurfacing the driving surface and parking area that are an extension of SH-20 located within the city limits of the City of Pryor Creek. More specifically, an addition of the North and South returns of Adair, Vann, Rowe and Coo-Y-Yah from US-69 Highway to Hogan Street on SH-20 in the City of Pryor Creek. (Expenditure of \$40,726.65 for 1,966 feet previously approved June 17<sup>th</sup>, 2014.) Voting yes: Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, Hedgpath. Voting no: none.

- j. DISCUSS, POSSIBLY ACT ON APPROVAL OF AN EXPENDITURE NOT TO EXCEED \$2,500.00 TO ERGON ASPHALT AND EMULSIONS, LAWTON, OK PER STATE OF OKLAHOMA CONTRACT SW690 LINE #20 (SS1 ROAD OIL) FOR 4.5 TONS, FOR THE PURPOSE OF RESURFACING THE DRIVING SURFACE AND PARKING AREA THAT ARE AN EXTENSION OF SH-20 INCLUDING NORTH AND SOUTH RETURNS OF ADAIR, VANN, ROWE AND COO-Y-YAH LOCATED WITHIN THE CITY LIMITS OF PRYOR CREEK, OKLAHOMA. MORE SPECIFICALLY THE LOCATION IS FROM US-69 HIGHWAY TO HOGAN STREET ON SH-20 IN THE CITY OF PRYOR CREEK.**

Motion was made by Willcutt, second by Rosamond to approve an expenditure not to exceed \$2,500.00 to Ergon Asphalt and Emulsions, Lawton, OK per State of Oklahoma contract SW690 line #20 (SS1 road oil) for 4.5 tons, for the purpose of resurfacing the driving surface and parking area that are an extension of SH-20 including North and South returns of Adair, Vann, Rowe and Coo-Y-Yah located within the city limits of Pryor Creek, Oklahoma. More specifically the location is from US-69 Highway to Hogan Street on SH-20 in the City of Pryor Creek. Voting yes: Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, Hedgpath, Thompson. Voting no: none.

- k. APPROVE AUTHORIZING THE STREET SUPERINTENDENT TO SEEK BIDS FOR THE MOWING OF RIGHTS OF WAY IN THE CITY LIMITS FOR 2015-2016 FISCAL YEAR.**

Motion was made by Hedgpath, second by Stott to approve authorizing the Street Superintendent to seek bids for the mowing of rights of way in the city limits for 2015-2016 fiscal year. Voting yes: Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott. Voting no: none.

- l. APPROVE AUTHORIZING THE STREET SUPERINTENDENT TO SEEK BIDS FOR CONCRETE FOR THE 2015-2016 FISCAL YEAR.**

Motion was made by Hedgpath, second by Chitwood to approve authorizing the Street Superintendent to seek bids for concrete for the 2015-2016 fiscal year. Voting yes: Hedgpath, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt. Voting no: none.

- m. APPROVE CLOSING OF SOUTH ADAIR FROM EAST GRAHAM AVENUE SOUTH TO SOUTHEAST FIRST STREET ON MAY 8<sup>TH</sup>, 2015 FROM 3:00 P.M. UNTIL 10:00 P.M. AND MAY 9<sup>TH</sup>, 2015 FROM 8:00 A.M. THROUGH 5:00 P.M. FOR PRYOR MAIN STREET BLOCK PARTY.**

Motion was made by Brittain, second by Thompson to approve closing of South Adair from East Graham Avenue south to Southeast First Street on May 8<sup>th</sup>, 2015 from 3:00 p.m. until 10:00 p.m. and May 9<sup>th</sup>, 2015 from 8:00 a.m. through 5:00 p.m. for Pryor Main Street Block Party. Voting yes: Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, Hedgpath. Voting no: none.

**n. APPROVE EXPENDITURE IN THE AMOUNT OF \$4,725.00 TO BARCO MUNICIPAL PRODUCTS, INC. FOR 135 ‘WHEN FLOODED TURN AROUND DON’T DROWN’ 30 X 30 SIGNS TO BE REIMBURSED BY OKLAHOMA FLOOD MANAGEMENT GRANT. (OFMA)**

Motion was made by Chitwood, second by Brittain to approve as the best interest of the City expenditure in the amount of \$4,725.00 to Barco Municipal Products, Inc. for 135 ‘When Flooded Turn Around Don’t Drown’ 30 x 30 signs to be reimbursed by Oklahoma Flood Management Grant. (OFMA) Voting yes: Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, Hedgpath, Thompson. Voting no: none.

**o. APPROVE AUTHORIZING MAYOR TO SIGN CONTRACT ASSIGNING THE RIGHTS, TERMS AND CONDITIONS OF ORDINANCE 2010-16 SECTION 11.02 REGARDING CURRENT CABLE T.V. FRANCHISE TO VYVE BROADBAND A, LLC DELAWARE FROM ALLIANCE COMMUNICATIONS NETWORK (BUFORD MEDIA GROUP, LLC.)**

Motion was made by Willcutt, second by Brittain to approve authorizing Mayor to sign contract assigning the rights, terms and conditions of Ordinance 2010-16 Section 11.02 regarding current cable T.V. franchise to Vyve Broadband A, LLC Delaware from Alliance Communications Network (Buford Media Group, LLC.) Voting yes: Rosamond, Chitwood, Rains, Stott, Willcutt, Hedgpath, Thompson, Brittain. Voting no: none.

**6. COMMITTEE REPORTS:**

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

Rosamond reported that the Budget / Personnel Committee will meet next Monday, May 11<sup>th</sup> at 6:30 p.m.

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

Chitwood had no report from the Ordinance / Insurance Committee.

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

Willcutt reported the Street / Maintenance Garage Committee will meet Tuesday, May 26<sup>th</sup>, 2015.

**7. UNFORESEEABLE BUSINESS.**

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

There was no unforeseeable business presented.

**8. ADJOURN.**

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

**PRYOR PUBLIC WORKS AUTHORITY**

**1. CALL TO ORDER.**

Mayor Tramel called the Pryor Public Works Authority meeting to order at 6:25 p.m.

**2. DISCUSS, POSSIBLY ACT ON APPROVAL OF MINUTES OF APRIL 21<sup>ST</sup>, 2015 MEETING.**

Motion was made by Rosamond, second by Chitwood to approve minutes of April 21<sup>st</sup>, 2015 meetings. Voting yes: Rains, Stott, Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood. Voting no: none. Abstaining (counting as a no vote): Hedgpath, Thompson.

**3. UNFORESEEABLE BUSINESS.**

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

No unforeseen business was presented.

**4. ADJOURN.**

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

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

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

## AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement") is made effective as of the \_\_\_ day of May, 2015 by and between Pryor Creek Music Festivals, Inc. ("PCMF"), an Oklahoma corporation, and The City of Pryor Creek, OK ("City").

### RECITALS

A. PCMF is involved in organizing, promoting and presenting an annual live music festival known as *Rocklahoma* which is scheduled to be held from May 22, 2015 through May 24, 2015 (the "Event") at the PCMF facility near Pryor, Oklahoma (the "Venue");

C. PCMF desires to contract with City for services in connection with Event, and City desires to provide such services, on the terms and conditions set forth in this Agreement.

### AGREEMENT

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

- SCOPE OF SERVICES.** PCMF hereby engages City, and City hereby agrees, to provide the services more fully described on Exhibit A attached hereto and made a part hereof (the "Services"). Except for those items, if any, expressly required by this Agreement to be furnished by PCMF, City shall furnish or provide all of the materials (including equipment and supplies, uniforms, communication equipment and any other equipment) and all other items necessary to perform the Services and to carry out and perform all of City's obligations under or pursuant to this Agreement. City hereby acknowledges that the total Compensation (as defined below) set forth on Exhibit B is inclusive of all materials and transportation required to provide the Services.
- TERM.** The term of this Agreement shall commence as of the effective date hereof and shall continue through **May 25, 2015** unless sooner terminated in accordance with the terms and conditions of this Agreement.
- COMPENSATION.** As full and complete compensation for all of the Services to be provided by City pursuant to this Agreement, PCMF shall remit payment to the City as more fully described on Exhibit B attached hereto and made a part hereof (the "Compensation"). Except as otherwise set forth on Exhibit B, all sums due to City under this Agreement shall be paid by PCMF to City within seven (7) days following the approval of this agreement by the City Council.
- SAFETY AND LEGAL REQUIREMENTS; AUTHORITY.** Without in any way limiting any other term or provision of this Agreement or any obligation of City hereunder City shall do or cause to be done all of the following: (a) perform the Services in a reasonable and proper manner that shall protect the health and safety of PCMF employees, agents and the public generally; (b) comply with all laws, policies, rules, and regulations applicable to the Services; (c) if an authorized management person of PCMF is not available, then contact the proper local authorities for assistance when such assistance is appropriate for safety; (d) obtain, maintain and comply with all licenses, permits, franchises and approvals from any governmental authority that may be required to enable City to perform all of the Services and fulfill all of its obligations under this Agreement; and (e) understand that PCMF is relying on City's expertise in the performance of the Services, ensure personnel comply with best practices for its industry, and communicate those if necessary to PCMF. City represents and warrants that it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of City, and the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound.
- INSURANCE.** City represents to PCMF that the vehicles (equipment) provided to the service of the event are currently insured as to claims by third parties in adequate amounts as deemed appropriate by law and in the judgment of the City.
- WAIVER BY CITY.** City agrees that PCMF shall not be responsible for any loss or damage to any property of City resulting from fire, theft or any other cause unless due to the negligence or willful misconduct of PCMF and, except to the extent expressly provided herein, City expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.
- TERMINATION.** This Agreement may be terminated (i) by PCMF immediately upon notice to City if City fails, refuses or neglects to perform each and every one of the Services to be performed by City under or pursuant to this Agreement or upon the breach by or failure of City to perform any of its obligations or covenants under this Agreement, (ii) by PCMF, with or without cause, upon five (5) days written notice to City, or (iii) by City immediately upon the failure of PCMF to perform any of its material covenants and conditions under this Agreement hereunder which has not been cured within five (5) days following written notice from

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: Jimmy Tramel  
Title: Mayor of City of Pryor Creek, Oklahoma

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

Attest as approved by the City Council of the City  
Of Pryor Creek, Oklahoma on the \_\_\_ day of May  
2015

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

Reviewed and approved by:

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

**EXHIBIT A**

**SERVICES**

CITY SHALL PROVIDE THE FOLLOWING SERVICES:

City will locate one (1) quick response fire vehicle and one (1) fire tanker, at a total cost of **Three Thousand Dollars (\$3,000.00)** at the event, on May 22,2015 from 11:00 a..m. until 2:00 a..m.; and during those same hours on May 23 and May 24, and ending on May 25 at 2:00 a.m.

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

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

**EXHIBIT B**

**COMPENSATION**

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

The total Compensation due to City is **Three Thousand Dollars and Zero Cents (\$3,000.00)** (amount is inclusive of any and all taxes, fees and dues affiliated with Services). Under no circumstances shall Company be entitled to receive any amount in excess thereof, without the prior written consent of PCMF.

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: City of Pryor Creek  
12 North Rowe St. Pryor Creek, OK 74362

PROJECT: Pryor Creek 2014 Street Maintenance

APP # 3-RET

FROM: Paragon Contractors LLC  
2108 N. 129th E. Ave. Tulsa, OK 74116

PERIOD TO: 04/30/15

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$0.00	(\$59,631.72)
Approved this Month		
Number	Date Approved	
TOTALS	\$0.00	(\$59,631.72)
Net change by Change Orders		(\$59,631.72)

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: Paragon Contractors LLC

By: [Signature] Date: 4-30-15  
MANAGER

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner's Representative (Manager), certifies to the Owner that to the best of the Owner Representative'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.

OWNER'S REPRESENTATIVE

By: [Signature] Date: 5/5/15

rev. date 3/7/98

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

1. ORIGINAL CONTRACT SUM	\$ 346,151.80
2. Net change by Change Orders	\$ (59,631.72)
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 286,520.08
4. TOTAL COMPLETED & STORED TO DATE	\$ 284,056.80
5. RETAINAGE:	
a. 0% of Completed Work (Column L on Continuation Sheet)	\$ -
b. 0% of Stored Material	\$ -
Total Retainage	\$ -
6. TOTAL EARNED LESS RETAINAGE	\$ 284,056.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 269,853.96
8. CURRENT PAYMENT DUE	\$ 14,202.84
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - Line 6)	\$ 2,463.28

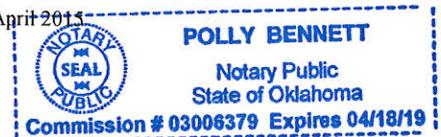
State of: OKLAHOMA

County of: TULSA

Subscribed and sworn to before me this 30 day of April 2015

Notary Public: [Signature]

My Commission expires: 4/18/2019



## AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

\$14,202.84

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.

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

File Name: Application for Payment

Item #	Description	Current Contract Quantity	Unit	Unit Price	Scheduled Value	Quantity Previous Estimate	Amount Previous Estimate	Quantity This Estimate	Amount This Estimate	Quantity to Date	Amount to Date	%
<b>SECTION 1 - Graham Pl., Fairview &amp; Graham Ave.</b>												
1	TACK COAT	500	GAL	\$ 3.00	\$ 1,500.00	500.00	\$1,500.00	-	\$ -	500.00	\$ 1,500.00	100%
2	FABRIC REINFORCEMENT	6,239	SY	\$ 3.85	\$ 24,020.15	6,239.00	\$24,020.15	-	\$ -	6,239.00	\$ 24,020.15	100%
3	SUPERPAVE, TYPE S4 (PG 64-22 OK) (2")	699	TON	\$ 79.00	\$ 55,221.00	760.00	\$60,040.00	-	\$ -	760.00	\$ 60,040.00	109%
<b>SECTION 2 - 9th Street - High School Entrance to Oklahoma Street</b>												
4	AGGREGATE BASE TYPE A	389	CY	\$ 55.00	\$ 21,388.89	389.00	\$21,395.00	-	\$ -	389.00	\$ 21,395.00	100%
5	SUBGRADE METHOD B	778	SY	\$ 1.25	\$ 972.22	770.00	\$962.50	-	\$ -	770.00	\$ 962.50	99%
6	SEPARATOR FABRIC	1,011	SY	\$ 3.85	\$ 3,892.78	1011.00	\$3,892.35	-	\$ -	1,011.00	\$ 3,892.35	100%
7	TACK COAT	249	GAL	\$ 3.00	\$ 747.00	249.00	\$747.00	-	\$ -	249.00	\$ 747.00	100%
8	SUPERPAVE, TYPE S3 (PG 64-22 OK) (5")	218	TON	\$ 85.00	\$ 18,530.00	251.00	\$21,335.00	-	\$ -	251.00	\$ 21,335.00	115%
9	SUPERPAVE, TYPE S4 (PG 64-22 OK) (3")	523	TON	\$ 79.00	\$ 41,317.00	540.00	\$42,660.00	-	\$ -	540.00	\$ 42,660.00	103%
10	FABRIC REINFORCEMENT	3,111	SY	\$ 3.85	\$ 11,977.78	3111.00	\$11,977.35	-	\$ -	3,111.00	\$ 11,977.35	100%
11	COLD MILLING CONCRETE	3,111	SY	\$ 3.00	\$ 9,333.33	3111.00	\$9,333.00	-	\$ -	3,111.00	\$ 9,333.00	100%
<b>SECTION 3 - Lewis St. 12th to 14th</b>												
12	TACK COAT	157	GAL	\$ 3.00	\$ 471.00	157.00	\$471.00	-	\$ -	157.00	\$ 471.00	100%
13	FABRIC REINFORCEMENT	1,959	SY	\$ 3.85	\$ 7,542.15	1,957.00	\$7,534.45	-	\$ -	1,957.00	\$ 7,534.45	100%
14	SUPERPAVE, TYPE S4 (PG 64-22 OK) (2")	220	TON	\$ 90.00	\$ 19,800.00	230.00	\$20,700.00	-	\$ -	230.00	\$ 20,700.00	105%
<b>SECTION 4 - Cemetery Parking Lot</b>												
15	TACK COAT	123	GAL	\$ 3.00	\$ 369.00	123.00	\$369.00	-	\$ -	123.00	\$ 369.00	100%
16	SUPERPAVE, TYPE S4 (PG 64-22 OK) (2")	172	TON	\$ 90.00	\$ 15,480.00	182.00	\$16,380.00	-	\$ -	182.00	\$ 16,380.00	106%
<b>SECTION 5 - Liberty Parking Lot</b>												
17	TACK COAT	140	GAL	\$ 3.00	\$ 420.00	140.00	\$420.00	-	\$ -	140.00	\$ 420.00	100%
18	SUPERPAVE, TYPE S4 (PG 64-22 OK) (2")	197	TON	\$ 90.00	\$ 17,730.00	202.00	\$18,180.00	-	\$ -	202.00	\$ 18,180.00	103%
<b>SECTION 6 - Miscellaneous</b>												
19	ADJUST MANHOLES TO GRADE	5	EA	\$ 750.00	\$ 3,750.00	0.00	\$0.00	-	\$ -	-	\$ -	0%
20	ADJUST VALVES TO GRADE	5	EA	\$ 500.00	\$ 2,500.00	0.00	\$0.00	-	\$ -	-	\$ -	0%
21	REMOVAL OF PAVEMENT	778	SY	\$ 10.00	\$ 7,777.78	0.00	\$0.00	-	\$ -	-	\$ -	0%
22	MOBILIZATION	1	LS	\$ 12,750.00	\$ 12,750.00	1.00	\$12,750.00	-	\$ -	1.00	\$ 12,750.00	100%
<b>SECTION 7 - East Road at North Cemetery</b>												
23	TACK COAT	70	GAL	\$ 3.00	\$ 210.00	70.00	\$210.00	-	\$ -	70.00	\$ 210.00	100%
24	SUPERPAVE, TYPE S4 (PG 64-22 OK) (2")	98	TON	\$ 90.00	\$ 8,820.00	102.00	\$9,180.00	-	\$ -	102.00	\$ 9,180.00	104%
<b>TOTAL CONTRACT AMOUNT</b>					<b>\$ 286,520.08</b>		<b>\$284,056.80</b>		<b>\$ -</b>		<b>\$ 284,056.80</b>	<b>99%</b>

NONCOLLUSION AFFIDAVIT

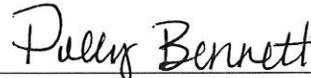
STATE OF Oklahoma )  
 ) ss.  
COUNTY OF Tulsa )

Dale Forrest, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.



Managing Member

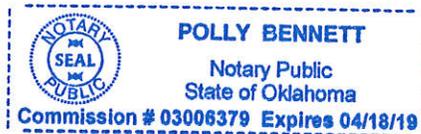
SUBSCRIBED AND SWORN to before me this 30 day of April, 2015.



NOTARY PUBLIC

My Commission Expires:

4-18-2019



**NOTE:** This form is to be submitted with the BID.

**CONSENT OF SURETY  
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

**Bond No. 90112710**

TO OWNER:  
*(Name and address)*  
**The City of Pryor Creek**  
**12 North Rowe Street**  
**Pryor Creek, OK 74362**

ARCHITECT'S PROJECT NO.:  
  
 CONTRACT FOR: **Street Maintenance**  
  
 CONTRACT DATED:

PROJECT: **2014 Street Maintenance**  
*(Name and address)* **Pryor Creek, OK**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

**The Guarantee Company of North America USA**  
**One Towne Square, Suite 1470**  
**Southfield, MI 48076**

, SURETY ,

on bond of  
*(Insert name and address of Contractor)*

**Paragon Contractors, L.L.C.**  
**2108 North 129<sup>th</sup> East Avenue**  
**Tulsa, OK 74116**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

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

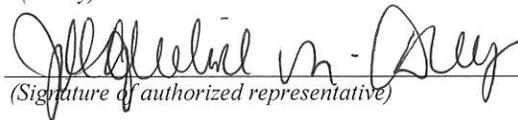
, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **24<sup>th</sup>** day of **March**, **2015**.  
*(Insert in writing the month followed by the numeric date and year)*

**The Guarantee Company of North America USA**

*(Surety)*



*(Signature of authorized representative)*

**Jacqueline L. Drey/Attorney-in-Fact**

*(Printed name and title)*

Attest:  
(Seal):






**THE  
GUARANTEE**

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

Southfield, Michigan

## POWER OF ATTORNEY

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**Sharon K. Murray, David A. Dominiani, Maura P. Kelly, Joan Leu, Jacqueline L. Drey, Ronald R. Allison,  
Kevin J. Stenger  
First Insurance Group LLC**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**Stephen C. Ruschak, Vice President**

**Randall Musselman, Secretary**

**STATE OF MICHIGAN  
County of Oakland**

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



*Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County*

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this **24th** day of **March**, 2015

**Randall Musselman, Secretary**



**Quotation # 20465578**

Date: March 10, 2015

**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**  
1202 Richardson Dr.  
Suite 405  
Richardson, Texas 75080  
Phone: 1-800-447-9778 Fax: 909-307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**Customer # 297092 Contract #**  
City of Pryor  
Cemetery Dept  
6 N Adair St  
Pryor, OK 74361

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 03/10/2015 To: 06/08/2015*

ATTENTION: Doug Moore  
PHONE: (918) 825-1679  
FAX: (918) 825-7178

Material	Qty	Description	Unit Price	Total
87143	1	ArcGIS for Desktop Basic Concurrent Use License	3,500.00	3,500.00
			Item Total:	3,500.00
			Subtotal:	3,500.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			<b>Total:</b>	<b>\$3,500.00</b>

\*The purchase of a new ArcGIS Desktop license includes 12 months of software maintenance. Maintenance includes technical support and software updates (visit <http://www.esri.com/software/maintenance> to learn more). There is an annual maintenance fee to continue support and upgrades. The estimated cost of annual maintenance for subsequent years has been included in the optional items section of this quote for your convenience.

\*Once your order is processed, you will receive an email with your software authorization number(s) along with instructions on how to download the software and complimentary data & maps from <http://customers.esri.com>.

The following items are optional items listed for your convenience.  
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
87194	1	ArcGIS for Desktop Basic Concurrent Use Primary Maintenance	700.00	700.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Jay Hoffman	<b>Email:</b> <a href="mailto:jhoffman@esri.com">jhoffman@esri.com</a>	<b>Phone:</b> 1-800-447-9778 x5675
The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at <a href="http://www.esri.com/legal">www.esri.com/legal</a> , which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.		
<b><i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i></b>		



## ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

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All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

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SCOPE OF USE  
(E300 02/25/2015)**

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7. "Staging Server License" means a license that authorizes Licensee to install and use the Software for the following purposes: building and testing Value-Added Applications and map caches; conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation. Value-Added Applications and map caches can be used with Development and Deployment Servers.
8. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
9. "Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.

**SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE**

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

<p><b>Desktop Products</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li> <li>▪ ArcGIS Explorer Desktop (20; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ ArcGIS for AutoCAD (20)</li> <li>▪ ArcPad (12; 13; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 2</a>)</li> <li>▪ ArcReader (20; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ Esri Business Analyst (<a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 4</a>)</li> <li>▪ ArcGIS for Windows Mobile (15; 54; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (<a href="#">Addendum 2, Note 1</a>)</li> </ul> <p><b>Server Products</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS for Server <ul style="list-style-type: none"> <li>– Workgroup (28; 29; 30; 32; 38; 39; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li> <li>– Enterprise (31; 38; 39; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li> <li>– with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms)</li> </ul> </li> <li>▪ ArcGIS for Server Extension <ul style="list-style-type: none"> <li>– ArcGIS for INSPIRE (<a href="#">Addendum 2, Note 1</a>)</li> </ul> </li> <li>▪ Esri Business Analyst for Server <ul style="list-style-type: none"> <li>– Workgroup (28; 29; 30; 31; 39; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 4</a>)</li> <li>– Enterprise (31; 39; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 4</a>)</li> </ul> </li> <li>▪ Portal for ArcGIS (31; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ Esri Tracking Server (31)</li> </ul>	<p><b>Developer Tools</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26)</li> <li>▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li> <li>▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ Esri Business Analyst Server Developer (<a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 4</a>)</li> <li>▪ Esri Developer Network (EDN) Software and Data (24; 26; <a href="#">Addendum 2, Note 6</a>)</li> <li>▪ Esri File Geodatabase API (47)</li> </ul> <p><b>Bundled Products</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS for Transportation Analytics (1; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 2</a>; <a href="#">Addendum 2, Note 11</a>)</li> </ul>
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.
- Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

Additional Terms of Use for Products listed above:

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the ArcGIS Online for Organizations account included with ArcGIS for Transportation Analytics. The ArcGIS Online for Organizations account can be used for any purpose subject to the terms of this License Agreement.
- 2–9. Reserved.

10. Licensee will provide information or other materials related to its content (including copies of any client-side applications) as reasonably requested to verify Licensee's compliance with this License Agreement. Esri may monitor the external interfaces (e.g., ports) of Licensee's content to verify Licensee's compliance with this License Agreement. Licensee will not block or interfere with such monitoring, but Licensee may use encryption technology or firewalls to help keep its content confidential. Licensee will reasonably cooperate with Esri to identify the source of any problem with the ArcGIS for Server with Virtual Cloud Infrastructure services that may reasonably be attributed to Licensee's content or any end-user materials that Licensee controls.
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13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
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15. Licensed as a Deployment License, subject to Article 3, Section 3.1 of the General License Terms and Conditions.
16. Licensee may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation subject to Article 3, Section 3.1 of the General License Terms and Conditions.
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18. The Deployment License is per Value-Added Application per computer.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensee may reproduce and distribute the Software provided all the following occur:
  - a. The Software is reproduced and distributed in its entirety;
  - b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
  - c. All copyright and trademark attributions/notices are reproduced; and
  - d. There is no charge or fee attributable to the use of the Software.
21. Reserved.
22.
  - a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
  - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.
23. Reserved.
24. EDN Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment Servers. EDN server Software and Data may be installed on multiple computers for use by any Licensee EDN developer; all other EDN Software is licensed as a Single Use License.
25. Reserved.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
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28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.

- 33–37. Reserved.
38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
- 40–46. Reserved.
47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.
- 48–53. Reserved.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
- 55–63. Reserved.
64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
65. Reserved.
66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

**ADDENDUM 2  
DATA TERMS OF USE  
(E300-2)**

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

**SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA**

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

**SECTION 2—SPECIFIC TERMS OF USE FOR DATA**

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parenthesis, immediately following each Product name in the following table:

<ul style="list-style-type: none"> <li>▪ ArcGIS Online Data (1)</li> <li>▪ StreetMap Premium for ArcGIS (2)</li> <li>▪ StreetMap for Windows Mobile (2)</li> <li>▪ StreetMap for ArcPad (2)</li> <li>▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1)</li> <li>▪ HERE Traffic Data (11; Addendum 1, Note 1)</li> <li>▪ Data Appliance for ArcGIS (3)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Business Analyst Data (4, 10)</li> <li>▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10)</li> <li>▪ Data and Maps for ArcGIS (6)</li> <li>▪ Esri MapStudio Data (9)</li> </ul>
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

*ArcGIS Online Basemap Data:*

- a. ArcGIS Online basemap data can be taken offline through Esri Content Packages and subsequently delivered (transferred) to any device for use exclusively with licensed Esri Client Software.
- b. ArcGIS Online basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap and geospatial Transactions. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
  - b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
  - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
  - d. Microsoft Bing Maps data is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e-802-bing-mapsvcs.pdf>.
  - e. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
  - f. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
  - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but are not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
  - b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
  - b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
  - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
  - d. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
4. *Business Analyst Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop). The Data is subject to the following additional terms of use:
- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition) with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
  - b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.

- c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.
  - d. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
  - e. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
  - f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
  - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business, Retail MarketPlace, Tapestry Segmentation, Market Potential, Crime Index, Major Shopping Center, Traffic Count, and Banking datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:
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  - **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by named users and to generate revenue from such Value-Added Application.
  - **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.
6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
  - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
7. Reserved.
8. Reserved.

9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
  - b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
  - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
  - d. D&B Data: May not be used for direct mailing or direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
- a. HERE traffic data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
  - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
  - c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
  - d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
  - e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
  - f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

**ADDENDUM 3  
ONLINE SERVICES ADDENDUM  
(E300-3)**

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. [Section 1](#) of this Addendum 3 contains terms applicable to all Online Services; [Section 2](#) contains common terms applicable to specific Online Services.

**SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES**

**ARTICLE 1—DEFINITIONS**

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- d. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- h. "Named User(s)" means individuals to whom Licensee specifically enables private access to Online Services and Value-Added Applications through Licensee's Online Services account. Named Users can be anyone whom Licensee authorizes to access Online Services, but only for the exclusive benefit of Licensee, for example, Licensee's employees, agents, consultants, or contractors. For Education Plan accounts, Named Users may include registered students. No other third parties may be Named Users. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users. Named Users have unique, individual login credentials.
- i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
- j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
- l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
- m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

## ARTICLE 2—USE OF ONLINE SERVICES

**2.1 License to Online Services.** Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

**2.2 Provision of Subscription Online Services.** For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

**2.3 Licensee's Responsibilities.**

- a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
- b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
- c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

**2.4 Prohibited Uses of the Online Services.** In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Content online that is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

**2.5 Evaluations.** Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. **IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.**

**2.6 Modifications of Online Services.** Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

**2.7 Discontinuation or Deprecation of Online Services.** Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

**2.8** If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

**2.9 Attributions.** Licensee is not permitted to remove any Esri or Esri's licensors' logos or other attribution associated with any use of ArcGIS Online Services.

### **ARTICLE 3—TERM AND TERMINATION**

The following supplements Article 5—Term and Termination of the License Agreement:

**3.1 Term of Subscriptions.** The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

**3.2 Subscription Rate Changes.** Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

**3.3 Service Interruption.** Licensee's access (including access on behalf of Licensee's customers) to and use of Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri.

**3.4 Service Suspension.** Esri shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri determines that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

**3.5** Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

## ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

**4.1 Licensee's Content.** Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

**4.2 Removal of Licensee's Content.** Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at [http://www.esri.com/legal/dmca\\_policy](http://www.esri.com/legal/dmca_policy).

**4.3 Sharing Licensee's Content.** If Licensee elects to share Licensee's Content using Sharing Tools, then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services. **ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.**

**4.4 Retrieving Licensee's Content upon Termination.** Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

## ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (100%). If Licensee's account exceeds one hundred percent (100%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

## ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

**6.1 Online Content.** ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

**6.2 Third-Party Content and Websites.** Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

## SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

<ul style="list-style-type: none"><li>▪ ArcGIS Online (1; 2; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li><li>▪ Esri Business Analyst Online (3; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ Esri Business Analyst Online Mobile (3; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ Esri Community Analyst (3; <a href="#">Addendum 2, Note 1</a>)</li></ul>	<ul style="list-style-type: none"><li>▪ Esri Redistricting Online (<a href="#">Addendum 2, Note 1</a>)</li><li>▪ Esri MapStudio (4; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 9</a>)</li></ul>
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### Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.

### Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:
  - a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
  - b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
    - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
    - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
    - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
    - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
    - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
    - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
    - vii. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Licensee must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.
    - viii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.

- c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
  - i. Licensee is also permitted to
    - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and
    - (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
      - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
      - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
      - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
      - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NGO/NPO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NGO/NPO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
- e. For ArcGIS Online Public Plan accounts:
  - i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
    - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
  - ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- f. For ArcGIS Online Development and Testing Plan accounts:
  - i. Subject to the terms of this License Agreement, Licensee is permitted to
    - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
      - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
  - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
  - i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.
  - h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
    - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
  - i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.
- 2. Terms of Use for ArcGIS Online Services:
  - a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
  - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
- 3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.
- 4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).

**ADDENDUM 4  
LIMITED USE PROGRAMS  
(E300-4)**

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

<ul style="list-style-type: none"><li>▪ Educational Programs (1)</li><li>▪ Grant Programs (2)</li></ul>	<ul style="list-style-type: none"><li>▪ Home Use Program (3)</li><li>▪ Other Esri Limited Use Programs (4)</li></ul>
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Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Licensee has acquired an Administrative Use Term License. "**Administrative Use**" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*
  - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
  - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License, without the authorization to install or use a second copy, solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "**Noncommercial**" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
  - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

## LEASE AGREEMENT

**LANDOWNER: THE CITY OF PRYOR CREEK, OKLAHOMA**

**TENANT: PRYOR AREA ARTS & HUMANITIES COUNCIL, INC.**  
**(a non-profit Oklahoma Corporation)**

### DESCRIPTION OF PROPERTY:

Old City Hall (1st floor and 2<sup>nd</sup> floor), 12 North Adair Street, Pryor, Oklahoma, exclusive of the community hall portion of the building.

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the above named parties concerning the above described real property, is as follows:

Landowner hereby rents the property to the Tenant under the following terms and conditions:

1. Rent shall be paid by the Tenant to the Landowner, as follows: **\$1.00 per year (12 months), payable on the first business day following the 1st day of July, 2015.** At the conclusion of the term the lease may be extended, under the same terms and provisions as the original lease, for an additional twelve (12) months, and every twelve (12) months thereafter, unless written notice of intent not to renew is given to either party by the other party at least 30 days prior to the expiration of a said twelve (12) month term.

2. The Tenant shall commit no waste and shall allow no waste to be committed to the property.

3. The Tenant shall keep and maintain all portions of the interior of the premises in as good state of repair as the same are now, at the signing of this lease, usual wear and tear alone excepted, and to hold said Landowner free from any and all expenses on said interior of the building incidental to the occupancy of said property. It is further agreed that Tenant will

repair, at Tenant's expense, any damage, injury, or breakage done by Tenant, its agents and employees. Tenant shall not make any alterations to the property without the prior approval of the Landowner.

4. The Tenant agrees to hold free and harmless and does hereby release said Landowner from any and all damages that occur to the contents of any portion of the building here leased.

5. The Landowner shall maintain liability and hazard insurance on the real property and premises and shall be responsible for all exterior maintenance and repairs (to include the roof, guttering and windows), and Landowner will be responsible for repairs and maintenance to major heating, cooling, water and plumbing systems. Tenant shall maintain a policy of public liability insurance upon the premises and tenant's use of the premises insuring against loss, cost, damage, personal injury or death related to tenants occupation and use of the premises in an amount as approved by the Landowner, and shall maintain insurance on the contents kept by Tenant or invitees of Tenant in the leased premises.

6. The Landowner shall pay the ad valorem taxes, if any, on the real property and premises each year when due.

7. The Tenant shall be responsible for 2/3 of the monthly cost of all necessary utility services of water, gas and electric to the premises, and 100% of the cost of trash, water, and phone. The 2/3 fraction is apportioned taking into consideration that the community hall portion of the building is not being rented to the tenant.

8. Both parties agree that Landowner shall not be liable or responsible in any way for any loss, cost, claim, death or injury arising from or out of any occurrence in, upon, or at the

premises or property, or for damage to property of Tenant or others located in the premises, nor shall it be responsible in the event of damage to any property of Tenant or others from any cause whatsoever, unless such damage, loss, injury, or death results from the gross negligence of Landowner. All property of Tenant or an invitee of Tenant kept or stored on the premises shall be so kept or stored at the risk of the Tenant and invitee only.

9. The lease contains all agreements of the parties and may be modified only by an agreement in writing by these parties or their successors in interest.

10. If either part files suit to enforce the terms and representations of this lease agreement, the prevailing party shall be entitled to all costs, including reasonable attorney fees.

11. This agreement shall bind these parties, the successors and assigns of each.

WITNESS our hands the day and year first above set out.

LANDOWNER

TENANT

CITY OF PRYOR CREEK, OK.

PRYOR AREA ARTS & HUMANITIES  
COUNCIL, INC.

BY: \_\_\_\_\_  
JIM TRAMEL, MAYOR

BY: \_\_\_\_\_  
DIANA REEVES, PRESIDENT

STATE OF OKLAHOMA        )  
  ) ss.  
COUNTY OF MAYES        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2015, by Jim Tramel, Mayor, Pryor Creek, Oklahoma, on behalf of the City of Pryor Creek,  
Oklahoma, as Landowner.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
My commission number:

STATE OF OKLAHOMA        )  
  ) ss.  
COUNTY OF MAYES        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2015, by Diana Reeves, President of the Pryor Area Arts & Humanities Council, Inc., on behalf  
of said non-profit corporation, as Tenant.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

My commission number:

**VIWO Inc.**

10801 National Blvd  
 Suite 410  
 Los Angeles California 90064  
 U.S.A  
 Website: www.viwoinc.com

# Proposal

**Date** April 17, 2015  
**Invoice#** PRP-38892

Bill To
<b>City of Pryor Creek</b> P.O. Box 1167 Pryor, OK 74362

**P.O.#** MK  
**Terms** Due on Receipt

**Date** April 17, 2015  
**Due Date** April 17, 2015

Item	Description	Qty	Rate	Amount
Google Apps for Work License	Google Apps for Work License  Includes: -30GB of space -Real time collaboration -Chat -User administration -Spam filtering -No Advertising  **Yearly Fee.**	75.00	50.00	3,750.00
Google Apps Domain Provisioning & Account Management for Business	ViWo will perform the following: - Verify domain ownership and make all DNS record entries. - Create all users, aliases, and Google Groups. - Enter SPF and DKIM records to ensure mail security. - Provide you with your own account manager for this project and future questions.  Includes Google Apps Functionality Support via Phone or Email.  **1 x Fee**	1.00	199.00	199.00
Google Apps Data Migration: IMAP	Mail, Calendar, and Contacts migration from current Apps account (pryorok.org) to new Apps account (pryorcreek.org).	75.00	35.00	2,625.00

Thank you for your business.

<b>Sub Total</b>	6,574.00
<b>Total</b>	USD6,574.00
<b>Balance Due</b>	<b>USD6,574.00</b>

**Terms & Conditions**

All services purchased can be returned / refunded within 7 days, so long as the service attached to the order has not been performed or provided. A 15% restocking / processing fee will be applied to any refunds.

ViWo does not own, and is not responsible for any 3rd party applications, including updates, changes to features or functionality.

Google Apps Business, Google Vault, Backupify, and Postini User Licenses purchased are final and cannot be refunded.

Additional Google Apps Business and Google Vault Annual Licenses are prorated to the month.

**Process for Payment Check List - Grants**

NAME: <u>PRYOR AREA ARTS &amp; HUMANITIES COUNCIL</u>		
Awarded \$ <u>3,000<sup>00</sup></u>	Receipt Approved \$ _____	Acct# _____
Notes:		

NE OK Artist  
SHOW - SEPT 26 -  
Oct 4

Below this sheet attach:

Date	
7/30/14	✓ 1 Summary Letter of Intent / Application
8/8/14	✓ 2 Hotel / Motel Minutes
8/12/14	✓ 3 Budget / Personnel Committee Minutes
8/19/14	✓ 4 City Council Minutes
10/20/14	✓ 5 Final Expense Report and Receipts for Event - Emailed copies to H/M Board 10/21/14
4/28/15	✓ 6 Hotel / Motel Minutes (showing receipt approval)
	7 Budget / Personnel Committee Minutes (showing receipt approval)
	8 City Council Minutes (showing receipt approval)
	9 Agreement for Funding and Provision of Services Signed
	10 PO# _____
	11 Paid w/CK # _____
	12

revised/rev'd  
10/20/14

FOLLOW UP WITH THIS APPLICANT  
(DATE): NOV 2014  
~~REQUEST EXPENDITURE SUMMARY~~  
~~FOR BOARD REVIEW.~~

Complete:

Amount Awarded 3,000<sup>00</sup>

Pay Recipient when receipts are received and approved by:

Hotel/Motel 4/28/15 Approved

Budget/Personnel \_\_\_\_\_

City Council \_\_\_\_\_

Amount of Receipts APPROVED by

City Council \_\_\_\_\_

**MINUTES  
HOTEL / MOTEL BOARD  
SPECIAL MEETING  
TUESDAY, APRIL 28<sup>TH</sup>, 2015  
4:00 P.M.**

THE HOTEL / MOTEL BOARD MET IN SPECIAL SESSION IN THE COUNCIL CHAMBER, 12 NORTH ROWE, PRYOR CREEK, OKLAHOMA AT THE ABOVE DATE AND TIME.

**BOARD MEMBERS: \*\*TARA WALLACE, TRACEY DEAN, KEN PRATHER, JEFF YATES AND EVETT BARHAM**

**1. CALL MEETING TO ORDER.**

The meeting was called to order at 4:05 p.m. by Chairman Tara Wallace. Members present: Chairman Tara Wallace, Jeff Yates, Ken Prather. Members absent: Evett Barham and Tracey Dean.

Others present: Pryor Chamber of Commerce Director Barbara Hawkins, Sarah Wallace, Main Street Program Director BJ Cummings, Mayor Tramel and Terry Aylward.

**2. DISCUSS, POSSIBLY APPROVE MINUTES OF AUGUST 26<sup>TH</sup>, 2014 SPECIAL MEETING.**

Motion was made by Yates, second by Prather to approve minutes of August 26<sup>th</sup>, 2014 special meeting. All voted yes.

**3. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION TO APPROVE RECEIPTS RECEIVED FROM HOTEL / MOTEL GRANT APPLICANTS:**

**a. PRYOR AREA ARTS & HUMANITIES COUNCIL, NEOK AREA ARTIST SHOW HELD SEPTEMBER 26 – OCTOBER 4, 2014.**

Motion was made by Yates, second by Prather to recommend Council action to approve receipts received from Pryor Area Arts & Humanities Council, NEOK Area Artist Show held September 26 – October 4, 2014 for Hotel/Motel Grant in the amount of \$3,000.00. All voted yes.

**b. PRYOR MAIN STREET, CHILI CHRISTMAS CAR & BIKE SHOW HELD NOVEMBER 15, 2014.**

Motion was made by Prather, second by Yates to recommend Council action to approve receipts received from Pryor Main Street, Chili Christmas Car & Bike Show held November 15, 2014 for Hotel/Motel Grant in the amount of \$2,000.00. All voted yes.

**c. PRYOR AREA CHAMBER OF COMMERCE, PRYOR CHRISTMAS PARADE OF LIGHTS 2014 HELD DECEMBER 4, 2014.**

Motion was made by Prather, second by Yates to recommend Council action to approve receipts received from Pryor Area Chamber of Commerce, Pryor Christmas Parade of Lights 2014 held December 4, 2014 for Hotel/Motel Grant in the amount of \$2,500.00. All voted yes.

**4. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION ON HOTEL / MOTEL TAX FUND ALLOCATION GRANT APPLICATION RECEIVED FROM PRYOR MAIN STREET FOR MAYFEST BARBEQUE COOK-OFF & CAR & BIKE SHOW IN THE AMOUNT OF \$2,500.00 FOR THE 2014 – 2015 FISCAL YEAR.**

Motion was made by Yates, second by Prather to recommend Council action on Hotel / Motel Tax Fund Allocation Grant Application from Pryor Main Street for a Barbeque Cook-off & Car & Bike Show in the amount of \$2,500.00 for the 2014 – 2015 fiscal year to be held June 20<sup>th</sup>, 2015. (This event is no longer called MayFest.) All voted yes.

**5. Prepare for opening application process for FY 2015-2016.**

**a. DISCUSS AND RECOMMEND ANY CHANGES TO THE APPLICATION FOR FY 2015-2016.**

Motion was made by Prather, second by Yates to change the date to receive applications for the FY 2015 – 2016 to June 1<sup>st</sup> through July 31<sup>st</sup>, 2015. All voted yes.

**b. DISCUSS AND RECOMMEND DATE TO ADVERTISE APPLICATIONS FOR FY 2015-2016.**

There was no action on this item.

Discussion reinforced the applications will be advertised 30 days prior to applications due date July 31<sup>st</sup>, 2015.

**c. DISCUSS AND CONFIRM DATE APPLICATIONS ARE TO BE RECEIVED AS JUNE 30<sup>TH</sup>, 2015.**

There was no action on this item, the agenda item was incorrect. Refer to item 5a.

**6. SCHEDULE NEXT BOARD MEETING.**

The Hotel / Motel Board will meet again June 5<sup>th</sup>, 2015 at 4:00 p.m.

**7. ADJOURN.**

Motion was made by Yates, second by Prather to adjourn at 4:20 p.m. All voted yes.



City of Pryor - Final Receipts for Hotel/Motel Appropriations and Applicants

Pryor Area Arts & Humanities Council (PAAHC) -

Submitted for the Expenses Related to Northeast Oklahoma Area Artist Show 2014

<u># of Checks</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Amount</u>
1	Pryor Printing	2004	Art show fliers	\$ 55.00
2	Pryor Printing	2005	Art Show Letters & brochures	\$ 369.02
3	United States Postal Service	2008	Art Show Mailing to artist, etc.	\$ 134.00
4	Dryden, Ron	2009	Printing for Art Show	\$ 46.92
5	Wilson, Karen	2010	Postage for additional Art Show Mailers	\$ 235.20
6	The Paper	2017	Advertising - Full page ad - Art Show - Invoice 25713	\$ 180.00
7	Rogers, Kate	2020	Art Show Awards - Adult, Photography, 3rd Place	\$ 50.00
8	Hunter, Brooke	2021	Art Show Awards - Junior, Graphics, 1st Place	\$ 50.00
9	Palmer, Trinity	2022	Art Show Awards - Junior, Graphics, 2nd Place	\$ 25.00
10	Davis, Drew	2023	Art Show Awards - Junior, Graphics, 3rd Place	\$ 15.00
11	Miller, Tristan	2024	Art Show Awards - Junior, Photography, 1st Place	\$ 50.00
12	Rogers, Ethan	2025	Art Show Awards - Junior, Photography, 2nd Place	\$ 25.00
13	Farnum, Dan	2028	Judge for Art Show Fee	\$ 300.00
14	Wallis, Renda	2029	Art Show Supplies Ink & Cards for Hangings	\$ 51.47
15	Walters, Crystal	2030	Art Show Awards - Best of Show Place	\$ 750.00
16	Hunter, Lance	2031	Art Show Awards - Professional, Painting, 1st Place	\$ 200.00
17	Mulcare, Carol	2032	Art Show Awards - Professional, Painting, 2nd Place	\$ 100.00
18	Gunter, Lizet	2033	Art Show Awards - Professional, Painting, 3rd Place	\$ 75.00
19	Marcoux, Cynthia	2034	Art Show Awards - Professional, Graphics, 1st Place	\$ 200.00
20	Nitti, Sylvia	2035	Art Show Awards - Professional, Graphics, 2nd Place	\$ 100.00
21	Ball, Brian	2036	Art Show Awards - Professional, Graphics, 3rd Place	\$ 75.00
22	Lovelace, Loren "Bo"	2037	Art Show Awards - Professional, Sculpture/Ceramics, 1st Place	\$ 200.00
23	Lovelace, Loren "Bo"	2039	Art Show Awards - Professional, Sculpture/Ceramics, 3rd Place	\$ 75.00
24	Vivion, Charles S.	2040	Art Show Awards - Professional, Photography, 1st Place	\$ 200.00
25	Miller, Tina	2041	Art Show Awards - Professional, Photography, 2nd Place	\$ 100.00
26	Vivion, Charles S.	2042	Art Show Awards - Professional, Photography, 3rd Place	\$ 75.00
27	Bell, Josh	2043	Art Show Awards - Adult, Painting, 1st Place	\$ 100.00
28	Gauntt, Kasey	2044	Art Show Awards - Adult, Painting, 2nd Place	\$ 75.00

City of Pryor - Final Receipts for Hotel/Motel Appropriations and Applicants

Pryor Area Arts & Humanities Council (PAAHC) -

Submitted for the Expenses Related to Northeast Oklahoma Area Artist Show 2014

<u># of Checks</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Amount</u>
29	Morris, Sarah	2045	Art Show Awards - Adult, Painting, 3rd Place	\$ 50.00
30	Rolseth, Becky	2049	Art Show Awards - Adult, Graphics, 1st Place	\$ 100.00
31	Anderson, Malorie	2050	Art Show Awards - Adult, Graphics, 2nd Place	\$ 75.00
32	Husted, Mick	2051	Art Show Awards - Adult, Graphics, 3rd Place	\$ 50.00
33	Rolseth, Becky	2052	Art Show Awards - Adult, Sculpture/Ceramics, 1st Place	\$ 100.00
34	Barbee, Susan	2053	Art Show Awards - Adult, Sculpture/Ceramics, 2nd Place	\$ 75.00
35	Gauntt, Kasey	2054	Art Show Awards - Adult, Sculpture/Ceramics, 3rd Place	\$ 50.00
36	Kellam, Shelby	2055	Art Show Awards - Adult, Photography, 1st Place	\$ 100.00
37	Vang, Mai Pa Chee	2056	Art Show Awards - Adult, Photography, 2nd Place	\$ 75.00
38	Vivion, Charles	2057	Printing of books to log artist work	\$ 38.49
39	Vivion, Charles	2059	Art Show Printing and Supplies	\$ 400.00
40	Pack, Linda	2060	Art Show - Ribbons display on arat work that placed for prizes	\$ 37.98
41	Mawby, Elisa	2063	Art Show Awards - Junior, Sculpture/Ceramics, 1st Place	\$ 50.00
42	Burke, Corrie (Cornelia)	2064	Art Show Awards - Junior, Sculpture/Ceramics, 2nd Place	\$ 25.00
43	Burke, Corrie (Cornelia)	2065	Art Show Awards - Junior, Sculpture/Ceramics, 3rd Place	\$ 15.00
44	Webster, Don	2066	Art Show Awards - Professional, Sculpture/Ceramics, 2nd Place	\$ 100.00
45	Hunter, Brooke	2067	Art Show Awards - Junior, Painting, 1st Place	\$ 50.00
46	Vang, Pakou	2068	Art Show Awards - Junior, Painting, 2nd Place	\$ 25.00
47	Myers, Bella	2069	Art Show Awards - Junior, Painting, 3rd Place	\$ 15.00
48	Wilson, Karen	2070	Art Show Reception - Food and Paper goods	\$ 189.99
49	Kizer, Brooklynn	2071	Art Show Awards - Junior, Photography, 3rd Place	\$ 15.00
50	The Paper	2072	AdvertisingNewspapers ads for Art Show - Invoice 25713	\$ 180.00
51	The Daily Times	2086	Advertising 26th Annual Art Show	\$ 360.00
52	Hunter, Lance	2088	Art Show Awards - People's Choice Award	\$ 50.00
<b>Totals</b>				<b>\$ 6,138.07</b>

City of Pryor - Final Receipts for Hotel/Motel Appropriations and Applicants

Pryor Area Arts & Humanities Council (PAAHC) -

Submitted for the Expenses Related to Northeast Oklahoma Area Artist Show 2014

<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Amount</u>
Anderson, Malorie	2050	Art Show Awards - Adult, Graphics, 2nd Place	\$ 75.00
<b>Anderson, Malorie Total</b>			<b>\$ 75.00</b>
Ball, Brian	2036	Art Show Awards - Professional, Graphics, 3rd Place	\$ 75.00
<b>Ball, Brian Total</b>			<b>\$ 75.00</b>
Barbee, Susan	2053	Art Show Awards - Adult, Sculpture/Ceramics, 2nd Place	\$ 75.00
<b>Barbee, Susan Total</b>			<b>\$ 75.00</b>
Bell, Josh	2043	Art Show Awards - Adult, Painting, 1st Place	\$ 100.00
<b>Bell, Josh Total</b>			<b>\$ 100.00</b>
Burke, Corrie (Cornelia)	2064	Art Show Awards - Junior, Sculpture/Ceramics, 2nd Place	\$ 25.00
Burke, Corrie (Cornelia)	2065	Art Show Awards - Junior, Sculpture/Ceramics, 3rd Place	\$ 15.00
<b>Burke, Corrie (Cornelia) Total</b>			<b>\$ 40.00</b>
Davis, Drew	2023	Art Show Awards - Junior, Graphics, 3rd Place	\$ 15.00
<b>Davis, Drew Total</b>			<b>\$ 15.00</b>
Dryden, Ron	2009	Printing for Art Show	\$ 46.92
<b>Dryden, Ron Total</b>			<b>\$ 46.92</b>
Farnum, Dan	2028	Judge for Art Show Fee	\$ 300.00
<b>Farnum, Dan Total</b>			<b>\$ 300.00</b>
Gauntt, Kasey	2044	Art Show Awards - Adult, Painting, 2nd Place	\$ 75.00
Gauntt, Kasey	2054	Art Show Awards - Adult, Sculpture/Ceramics, 3rd Place	\$ 50.00
<b>Gauntt, Kasey Total</b>			<b>\$ 125.00</b>
Gunter, Lizet	2033	Art Show Awards - Professional, Painting, 3rd Place	\$ 75.00
<b>Gunter, Lizet Total</b>			<b>\$ 75.00</b>
Hunter, Brooke	2021	Art Show Awards - Junior, Graphics, 1st Place	\$ 50.00
Hunter, Brooke	2067	Art Show Awards - Junior, Painting, 1st Place	\$ 50.00
<b>Hunter, Brooke Total</b>			<b>\$ 100.00</b>
Hunter, Lance	2031	Art Show Awards - Professional, Painting, 1st Place	\$ 200.00
Hunter, Lance	2088	Art Show Awards - People's Choice Award	\$ 50.00
<b>Hunter, Lance Total</b>			<b>\$ 250.00</b>
Husted, Mick	2051	Art Show Awards - Adult, Graphics, 3rd Place	\$ 50.00
<b>Husted, Mick Total</b>			<b>\$ 50.00</b>
Kellam, Shelby	2055	Art Show Awards - Adult, Photography, 1st Place	\$ 100.00

City of Pryor - Final Receipts for Hotel/Motel Appropriations and Applicants

Pryor Area Arts & Humanities Council (PAAHC) -

Submitted for the Expenses Related to Northeast Oklahoma Area Artist Show 2014

<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Amount</u>
<b>Kellam, Shelby Total</b>			<b>\$ 100.00</b>
Kizer, Brooklynn	2071	Art Show Awards - Junior, Photography, 3rd Place	\$ 15.00
<b>Kizer, Brooklynn Total</b>			<b>\$ 15.00</b>
Lovelace, Loren "Bo"	2037	Art Show Awards - Professional, Sculpture/Ceramics, 1st Place	\$ 200.00
Lovelace, Loren "Bo"	2039	Art Show Awards - Professional, Sculpture/Ceramics, 3rd Place	\$ 75.00
<b>Lovelace, Loren "Bo" Total</b>			<b>\$ 275.00</b>
Marcoux, Cynthia	2034	Art Show Awards - Professional, Graphics, 1st Place	\$ 200.00
<b>Marcoux, Cynthia Total</b>			<b>\$ 200.00</b>
Mawby, Elisa	2063	Art Show Awards - Junior, Sculpture/Ceramics, 1st Place	\$ 50.00
<b>Mawby, Elisa Total</b>			<b>\$ 50.00</b>
Miller, Tina	2041	Art Show Awards - Professional, Photography, 2nd Place	\$ 100.00
<b>Miller, Tina Total</b>			<b>\$ 100.00</b>
Miller, Tristan	2024	Art Show Awards - Junior, Photography, 1st Place	\$ 50.00
<b>Miller, Tristan Total</b>			<b>\$ 50.00</b>
Morris, Sarah	2045	Art Show Awards - Adult, Painting, 3rd Place	\$ 50.00
<b>Morris, Sarah Total</b>			<b>\$ 50.00</b>
Mulcare, Carol	2032	Art Show Awards - Professional, Painting, 2nd Place	\$ 100.00
<b>Mulcare, Carol Total</b>			<b>\$ 100.00</b>
Myers, Bella	2069	Art Show Awards - Junior, Painting, 3rd Place	\$ 15.00
<b>Myers, Bella Total</b>			<b>\$ 15.00</b>
Nitti, Sylvia	2035	Art Show Awards - Professional, Graphics, 2nd Place	\$ 100.00
<b>Nitti, Sylvia Total</b>			<b>\$ 100.00</b>
Pack, Linda	2060	Art Show - Ribbons display on art work that placed for prizes	\$ 37.98
<b>Pack, Linda Total</b>			<b>\$ 37.98</b>
Palmer, Trinity	2022	Art Show Awards - Junior, Graphics, 2nd Place	\$ 25.00
<b>Palmer, Trinity Total</b>			<b>\$ 25.00</b>
Pryor Printing	2004	Art show fliers	\$ 55.00
Pryor Printing	2005	Art Show Letters & brochures	\$ 369.02
<b>Pryor Printing Total</b>			<b>\$ 424.02</b>
Rogers, Ethan	2025	Art Show Awards - Junior, Photography, 2nd Place	\$ 25.00
<b>Rogers, Ethan Total</b>			<b>\$ 25.00</b>

City of Pryor - Final Receipts for Hotel/Motel Appropriations and Applicants

Pryor Area Arts & Humanities Council (PAAHC) -

Submitted for the Expenses Related to Northeast Oklahoma Area Artist Show 2014

<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Amount</u>
Rogers, Kate	2020	Art Show Awards - Adult, Photography, 3rd Place	\$ 50.00
<b>Rogers, Kate Total</b>			<b>\$ 50.00</b>
Rolseth, Becky	2049	Art Show Awards - Adult, Graphics, 1st Place	\$ 100.00
Rolseth, Becky	2052	Art Show Awards - Adult, Sculpture/Ceramics, 1st Place	\$ 100.00
<b>Rolseth, Becky Total</b>			<b>\$ 200.00</b>
The Daily Times	2086	Advertising 26th Annual Art Show	\$ 360.00
<b>The Daily Times Total</b>			<b>\$ 360.00</b>
The Paper	2017	Advertising - Full page ad - Art Show - Invoice 25713	\$ 180.00
The Paper	2072	AdvertisingNewspapers ads for Art Show - Invoice 25713	\$ 180.00
<b>The Paper Total</b>			<b>\$ 360.00</b>
United States Postal Service	2008	Art Show Mailing to artist, etc.	\$ 134.00
<b>United States Postal Service Total</b>			<b>\$ 134.00</b>
Vang, Mai Pa Chee	2056	Art Show Awards - Adult, Photography, 2nd Place	\$ 75.00
<b>Vang, Mai Pa Chee Total</b>			<b>\$ 75.00</b>
Vang, Pakou	2068	Art Show Awards - Junior, Painting, 2nd Place	\$ 25.00
<b>Vang, Pakou Total</b>			<b>\$ 25.00</b>
Vivion, Charles	2057	Printing of books to log artist work	\$ 38.49
Vivion, Charles	2059	Art Show Printing and Supplies	\$ 400.00
Vivion, Charles S.	2040	Art Show Awards - Professional, Photography, 1st Place	\$ 200.00
Vivion, Charles S.	2042	Art Show Awards - Professional, Photography, 3rd Place	\$ 75.00
<b>Vivion, Charles S. Total</b>			<b>\$ 713.49</b>
Wallis, Renda	2029	Art Show Supplies Ink & Cards for Hangings	\$ 51.47
<b>Wallis, Renda Total</b>			<b>\$ 51.47</b>
Walters, Crystal	2030	Art Show Awards - Best of Show Place	\$ 750.00
<b>Walters, Crystal Total</b>			<b>\$ 750.00</b>
Webster, Don	2066	Art Show Awards - Professional, Sculpture/Ceramics, 2nd Place	\$ 100.00
<b>Webster, Don Total</b>			<b>\$ 100.00</b>
Wilson, Karen	2010	Postage for additional Art Show Mailers	\$ 235.20
Wilson, Karen	2070	Art Show Reception - Food and Paper goods	\$ 189.99
<b>Wilson, Karen Total</b>			<b>\$ 425.19</b>
<b>Grand Total</b>			<b>\$ 6,138.07</b>

**Process for Payment Check List - Grants**

NAME: <u>PRYOR MAIN STREET / CHILI CHRISTMAS CAR &amp; BIKE SHOW</u>		
Awarded: \$ <u>2,000<sup>00</sup></u>	Repts Approved \$ _____	Acct# _____
Notes:		

NOVEMBER 15, 2014

Below this sheet attach:

Date		
7/31/14	✓	1 Summary Letter of Intent / Application
8/26/14	✓	2 Hotel / Motel Minutes
<del>Bypassed</del>	<del>—</del>	3 Budget / Personnel Committee Minutes
9/2/14	✓	4 City Council Minutes
12/2/14	✓	5 Final Expense Report and Receipts for Event requested 11/25/14 (HM) Emailed to Board 12/2/14
4/28/15	✓	6 Hotel / Motel Minutes (showing receipt approval)
		7 Budget / Personnel Committee Minutes (showing receipt approval)
		8 City Council Minutes (showing receipt approval)
		9 Agreement for Funding and Provision of Services Signed
		10 PO# _____
		11 Paid w/CK # _____
		12

**FOLLOW UP WITH THIS APPLICANT  
(DATE): \_\_\_\_\_  
REQUEST EXPENDITURE SUMMARY  
FOR BOARD REVIEW.**

Complete:

Amount Awarded \$ 2,000<sup>00</sup>

Pay Recipient when receipts are received and approved by:

Hotel/Motel 4/28/15 approval

Budget/Personnel \_\_\_\_\_

City Council \_\_\_\_\_

Amount of Receipts APPROVED by

City Council \_\_\_\_\_

**MINUTES  
HOTEL / MOTEL BOARD  
SPECIAL MEETING  
TUESDAY, APRIL 28<sup>TH</sup>, 2015  
4:00 P.M.**

THE HOTEL / MOTEL BOARD MET IN SPECIAL SESSION IN THE COUNCIL CHAMBER, 12 NORTH ROWE, PRYOR CREEK, OKLAHOMA AT THE ABOVE DATE AND TIME.

**BOARD MEMBERS: \*\*TARA WALLACE, TRACEY DEAN, KEN PRATHER, JEFF YATES AND EVETT BARHAM**

**1. CALL MEETING TO ORDER.**

The meeting was called to order at 4:05 p.m. by Chairman Tara Wallace. Members present: Chairman Tara Wallace, Jeff Yates, Ken Prather. Members absent: Evett Barham and Tracey Dean.

Others present: Pryor Chamber of Commerce Director Barbara Hawkins, Sarah Wallace, Main Street Program Director BJ Cummings, Mayor Tramel and Terry Aylward.

**2. DISCUSS, POSSIBLY APPROVE MINUTES OF AUGUST 26<sup>TH</sup>, 2014 SPECIAL MEETING.**

Motion was made by Yates, second by Prather to approve minutes of August 26<sup>th</sup>, 2014 special meeting. All voted yes.

**3. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION TO APPROVE RECEIPTS RECEIVED FROM HOTEL / MOTEL GRANT APPLICANTS:**

**a. PRYOR AREA ARTS & HUMANITIES COUNCIL, NEOK AREA ARTIST SHOW HELD SEPTEMBER 26 – OCTOBER 4, 2014.**

Motion was made by Yates, second by Prather to recommend Council action to approve receipts received from Pryor Area Arts & Humanities Council, NEOK Area Artist Show held September 26 – October 4, 2014 for Hotel/Motel Grant in the amount of \$3,000.00. All voted yes.

**b. PRYOR MAIN STREET, CHILI CHRISTMAS CAR & BIKE SHOW HELD NOVEMBER 15, 2014.**

Motion was made by Prather, second by Yates to recommend Council action to approve receipts received from Pryor Main Street, Chili Christmas Car & Bike Show held November 15, 2014 for Hotel/Motel Grant in the amount of \$2,000.00. All voted yes.

**c. PRYOR AREA CHAMBER OF COMMERCE, PRYOR CHRISTMAS PARADE OF LIGHTS 2014 HELD DECEMBER 4, 2014.**

Motion was made by Prather, second by Yates to recommend Council action to approve receipts received from Pryor Area Chamber of Commerce, Pryor Christmas Parade of Lights 2014 held December 4, 2014 for Hotel/Motel Grant in the amount of \$2,500.00. All voted yes.

**4. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION ON HOTEL / MOTEL TAX FUND ALLOCATION GRANT APPLICATION RECEIVED FROM PRYOR MAIN STREET FOR MAYFEST BARBEQUE COOK-OFF & CAR & BIKE SHOW IN THE AMOUNT OF \$2,500.00 FOR THE 2014 – 2015 FISCAL YEAR.**

Motion was made by Yates, second by Prather to recommend Council action on Hotel / Motel Tax Fund Allocation Grant Application from Pryor Main Street for a Barbeque Cook-off & Car & Bike Show in the amount of \$2,500.00 for the 2014 – 2015 fiscal year to be held June 20<sup>th</sup>, 2015. (This event is no longer called MayFest.) All voted yes.

**5. Prepare for opening application process for FY 2015-2016.**

**a. DISCUSS AND RECOMMEND ANY CHANGES TO THE APPLICATION FOR FY 2015-2016.**

Motion was made by Prather, second by Yates to change the date to receive applications for the FY 2015 – 2016 to June 1<sup>st</sup> through July 31<sup>st</sup>, 2015. All voted yes.

**b. DISCUSS AND RECOMMEND DATE TO ADVERTISE APPLICATIONS FOR FY 2015-2016.**

There was no action on this item.

Discussion reinforced the applications will be advertised 30 days prior to applications due date July 31<sup>st</sup>, 2015.

**c. DISCUSS AND CONFIRM DATE APPLICATIONS ARE TO BE RECEIVED AS JUNE 30<sup>TH</sup>, 2015.**

There was no action on this item, the agenda item was incorrect. Refer to item 5a.

**6. SCHEDULE NEXT BOARD MEETING.**

The Hotel / Motel Board will meet again June 5<sup>th</sup>, 2015 at 4:00 p.m.

**7. ADJOURN.**

Motion was made by Yates, second by Prather to adjourn at 4:20 p.m. All voted yes.



**RECEIVED**  
DEC 02 2014  
CITY CLERK'S OFFICE  
PRYOR CREEK, OK

## HOTEL / MOTEL FUNDING YEAR: 2014-2015

### CONTACT INFORMATION:

Pryor Main Street / BJ Cummings

NAME: \_\_\_\_\_

PHONE 918.825.1095 FAX \_\_\_\_\_ EMAIL mainstreetpryor@gmail.com

ADDRESS 8 S. Vann, P. O. Box 216, Pryor, OK 74362

#### SUBMIT TO:

Hannah Moore  
12 N Rowe, Pryor, OK 74361  
[mooreh@pryorok.org](mailto:mooreh@pryorok.org)  
918-825-4077

Chili Christmas & Car & Bike Show

TOTALS

Vendor	Check#	Description	Amount
1.Tack Design	1150	T-shirts & aprons	\$1866.96
2.Travis Kidd	1141	Entertainment	\$250.00
3.Brandon Clark	1140	Entertainment	\$250.00
4.WIX.com	O/L VISA	Website	\$149.00
5.B J Cummings	1148	Tasting Kits; Printing	\$566.44
6.Portable Restrooms	1149	Portable toilets	\$162.35
7.Mike Mayenschien	1142	ICS Red - 1st	\$500.00
8.Jan Barber	1143	ICS Red - 2nd	\$100.00
9.Bob Hall	1144	ICS Red - 3rd	\$75.00
10.Robert Piland	1145	ICS Green - 1st	\$200.00
11.Jim Weller	1146	ICS Green - 2nd	\$100.00
12.Judie Ellis	1147	ICS Salsa - 1sst	\$50.00
13.ICS	1127	Registration/Membership	\$350.00
14.Wrist Band Res.	OL/VISA	Wristbands	\$68.74
15.US Post Office	OL/VISA	Postage	\$6.70
16.Office Depot	O/L VISA	Paper	\$197.38
17.			
18.			
19.			
20.			
21.			
22.			
23.			
<b>TOTAL</b>			<b>\$4,892.57</b>



# Tack Designs



Tack Designs  
 116 E. Graham Ave  
 Pryor, OK 74361  
 (918)825-1211  
 aimee@tackdesigns.com

## Invoice

Date	Invoice No.
11/17/2014	2014596
Terms	Due Date
Net 15	12/02/2014

**Bill To**

Pryor Main Street

Amount Due	Enclosed
\$1,866.96	

Please detach top portion and return with your payment.

P.O. Number	Sales Rep
chili	Shelby Campbell

Service	Activity	Quantity	Rate	Amount
Aprons	• APR54-Apron Without Pockets - red 1:0	100	6.50	650.00T
plaque	• large plaques	11	19.95	219.45T
plaque	• small plaques	12	12.95	155.40T
Adult Tshirts	• 3001C Dark Grey Heather	100	6.50	650.00T
2XT Extra Charge		15	1.75	26.25T

*Pa 11/25/14*

Thank you so much for your order. We appreciate your business!

SubTotal	\$1,701.10
Tax (9.75%)	\$165.86
<b>Total</b>	<b>\$1,866.96</b>







BJ CUMMINGS  
 PRYOR MAIN STREET INC  
 PO BOX 216  
 PRYOR OK 74362-0216

\*\*N0000192

ACCOUNT NUMBER 4494 5700 0100 2564  
 PAYMENT DUE DATE 11-12-14  
 AMOUNT DUE \$23.00  
 CURRENT BALANCE \$760.16

AMOUNT ENCLOSED

\$

4494570001002564 0002300 0076016

Please tear payment coupon at perforation.

POSTING DATE	DESCRIPTION	TRANSACTION DATE	REFERENCE NUMBER	AMOUNT CR = CREDIT PY = PAYMENT
09-22	HOMELAND #539 PRYOR OK <i>food</i>	09-19	24427334263710032798476 5411	26.31 ✓
09-23	NASCO MAIL ORDER 800-558-9595 WI - <i>chalk</i>	09-22	24492154265849173178807 5943	290.64 ✓
09-24	SHERWIN WILLIAMS #7245 PRYOR OK - <i>Spay</i>	09-23	24610434266004015472198 5231	53.26 ✓
09-24	WIX.COM 800-600-0949 800-6000949 NY <i>Auto Wash</i>	09-23	24906414266010426208001 5968	149.00 ✓
09-25	WAL-MART #0022 PRYOR OK <i>drinks</i>	09-24	74226384267360648122676 5411	18.59CR ✓
09-25	WAL-MART #0022 PRYOR OK	09-24	24226384268400005933994 5411	23.36 ✓
10-03	OFFICE DEPOT #50 TULSA OK - <i>paper</i>	10-01	24445744275100350724037 5943	197.38 ✓
10-06	WAL-MART #0022 PRYOR OK	10-03	74226384276360769212701 5411	3.90CR ✓
10-06	HARP'S' #0182 SALINA OK - <i>food</i>	10-03	24427334277710030881781 5411	42.70 ✓
10-14	PAYMENT RECEIVED - THANK YOU	10-14	74494574287000070000810	224.78PY ✓

Average Daily Balance Subject to Finance Charge	Monthly Periodic Rate	Corresponding Annual Percentage Rate	FINANCE CHARGE	Account Number: 4494 5700 0100 2564
PURCHASES \$0.00	.0000% *	.00% *	\$0.00	GRACE PERIOD: To Avoid a Finance Charge On Purchases, Pay Entire New Balance By Payment Due Date. Finance Charge Accrues On Cash Advances Until Paid And Will Be Billed On Your Next Statement.
CASH ADVANCES \$0.00	.0000% *	.00% *	\$0.00	

\*Rate may vary

To Report Lost or Stolen Cards Customer Service Telephone: 1-800-356-8085	Available Credit \$1,739.84	Purchases Available Credit \$1,739.84	Account Summary	
Send Inquiries To: SECURITY BANKCARD CENTER PO BOX 6139 NORMAN OK 73070	Cash Available Credit \$0.00	Credit Line \$2,500.00	Previous Balance	\$224.78
	Days in Billing Cycle 30	Minimum Payment \$23.00	Purchases & Other Charges	782.65
www.securitybankcard.com	Closing Date OCT 18,2014	Payment Due Date NOV 12,2014	Cash Advances	.00
			Credits	22.49
			Payments	224.78
			Late Payment Charge	.00
			FINANCE CHARGE	.00
			New Balance	\$760.16

SEE BILLING RIGHTS SUMMARY AND IMPORTANT INFORMATION ON REVERSE SIDE.





MANAGER MARK BYRD  
TULSA, OK

10/18/14 15:31 9090 8263 012 3608

CUMMINGS FAMILY MINISTRY INC

472200 ZPLC SANDWICH	9.48 T
988335 33GAL PG	14.98 T
988514 WHITE SPOON	9.97 T
988335 33GAL PG	14.98 T
988514 WHITE SPOON	9.97 T
988514 WHITE SPOON	9.97 T
988514 WHITE SPOON	9.97 T
983826 GLOVES	8.76 T
770507 SOUFFLE CUP	25.38 T
SUBTOTAL	141.90
TAX 1 8.517 %	12.09
TOTAL	153.99
DISCU TEND	153.99
**** * 5393	\$

ACCOUNT #  
APPROVAL # 01857P  
TERMINAL # 168321980  
CHANGE DUE 0.00

Visit [samsclub.com](http://samsclub.com) to see your savings

# ITEMS SOLD 12

TC# 7978 2755 9857 6450 5836 8



Please tell us about your shopping experience  
<http://www.survey.samsclub.com>

IN RETURN FOR YOUR TIME YOU COULD RECEIVE  
ONE OF FIVE \$1,000 SAM'S CLUB SHOPPING CARDS  
Must be 18 or older and a legal resident of the 50 US or  
DC to enter. No purchase necessary to enter or win. To  
enter without purchase and for official rules visit:  
[www.entry.survey.samsclub.com](http://www.entry.survey.samsclub.com)

Sweepstakes period ends on the date shown in the  
official rules. Survey must be taken within  
TWO weeks of today.

Esta encuesta también se encuentra en español en la  
página de Internet.

\*\*\* MEMBER COPY \*\*\*

XEROX CORPORATION  
PO BOX 660501  
DALLAS TX  
75266-0501

THE EASY WAY  
TO ORDER SUPPLIES  
CALL OUR TOLL  
FREE NUMBER  
1-800-822-2200

Purchase Order Number

Special Reference

Contract Number

PAYABLE UPON RECEIPT  
Terms Of Payment

Telephone 888-339-7887  
Please Direct Inquiries To:   
Ship To/Installed At:

CUMMINGS FAMILY  
MINISTRY, INC  
BLVD  
108 S OWEN WALTERS  
SALINA OK  
74365

Bill To:  
1124-001

 CUMMINGS FAMILY  
MINISTRY, INC  
BLVD  
108 S OWEN WALTERS  
SALINA OK  
74365

10-08-14  
Invoice Date  
076368598  
Invoice Number  
717636773  
Customer Number

D240D DOCUCOLOR 240

SER.# VGW-621393  
SPLY-MAINT - COST PER COPY PLAN  
AMOUNT

	METER READ	METER READ	NET COPIES
METER USAGE	09-17-14 TO	10-07-14	
TOTAL COLOR	250469	251750	1281
TOTAL BLACK	642217	642367	150
METER CHARGES			
TOTAL COLOR	1281		
COLOR BILLABLE PRINTS	1281	.131600	168.58
TOTAL BLACK	150		
BLACK BILLABLE PRINTS	150	.019100	2.87
NET PRINT CHARGE			171.45
OFFSET CATCH TRAY	SER.# D2500CT		INCL
MOBILITY PLATE	SER.# MPLATEFIN		INCL
	SUB TOTAL		171.45
OKLAHOMA	TAX 4.5000%		2.85
MAYES	TAX 1.3750%		.87
SALINA (MAYES COUNTY)	TAX 4.0000%		2.54
	TOTAL		177.71

\*\* ALLOWANCE PRORATED FOR 020 DAYS  
SUPPLY CHARGES ARE INCLUDED IN TAX CALCULATION  
THIS IS A 12 MONTH AGREEMENT WHICH INCLUDES MAINTENANCE  
AND SUPPLY CHARGES  
TOTAL OF INVOICE MAY VARY ACCORDING TO METER USAGE BILLED

XEROX FEDERAL IDENTIFICATION #16-0468020

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At  
CUMMINGS FAMILY  
MINISTRY, INC  
BLVD  
108 S OWEN WALTERS  
SALINA OK  
74365

Bill To  
CUMMINGS FAMILY  
MINISTRY, INC  
BLVD  
108 S OWEN WALTERS  
SALINA OK  
74365

When Paying By Mail  
Send Payment To:  
XEROX CORPORATION  
P.O. BOX 7405  
PASADENA, CA  
91109-7405

Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

PLEASE PAY

00-495-2792 1 717636773 076368598 10-08-14 THIS AMOUNT

89003837 \* 080114

Customer Information

Invoice

Payment

Customer Information

XEROX CORPORATION  
PO BOX 660501  
DALLAS TX  
75266-0501

THE EASY WAY  
TO ORDER SUPPLIES  
CALL OUR TOLL  
FREE NUMBER  
1-800-822-2200

Purchase Order Number

Special Reference

Contract Number

PAYABLE UPON RECEIPT  
Terms Of Payment

Telephone 888-339-7887  
Please Direct Inquiries To:   
Ship To/Installed At:

CUMMINGS FAMILY  
MINISTRY, INC  
BLVD  
108 S OWEN WALTERS  
SALINA OK  
74365

Bill To:  
1276-001  
 CUMMINGS FAMILY  
MINISTRY, INC  
BLVD  
108 S OWEN WALTERS  
SALINA OK  
74365

11-06-14  
Invoice Date  
076827146  
Invoice Number  
717636773  
Customer Number

D240D DOCUCOLOR 240

SER.# VGW-621393

SPLY-MAINT - COST PER COPY PLAN  
AMOUNT

METER USAGE	METER READ	METER READ	NET COPIES
	10-07-14 TO	11-04-14	
TOTAL COLOR	251750	253088	1338
TOTAL BLACK	642367	645005	2638

METER CHARGES			
TOTAL COLOR	1338		
COLOR BILLABLE PRINTS	1338	.131600	176.08
TOTAL BLACK	2638		
BLACK BILLABLE PRINTS	2638	.019100	50.39
NET PRINT CHARGE			226.47
OFFSET CATCH TRAY	SER.# D2500CT		INCL
MOBILITY PLATE	SER.# MPLATEFIN		INCL
SUB TOTAL			226.47
OKLAHOMA	TAX	4.5000%	3.77
MAYES	TAX	1.3750%	1.15
SALINA (MAYES COUNTY)	TAX	4.0000%	3.35
TOTAL			234.74

SUPPLY CHARGES ARE INCLUDED IN TAX CALCULATION  
THIS IS A 12 MONTH AGREEMENT WHICH INCLUDES MAINTENANCE  
AND SUPPLY CHARGES  
TOTAL OF INVOICE MAY VARY ACCORDING TO METER USAGE BILLED

XEROX FEDERAL IDENTIFICATION #16-0468020

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At  
CUMMINGS FAMILY  
MINISTRY, INC  
BLVD  
108 S OWEN WALTERS  
SALINA OK  
74365

Bill To  
CUMMINGS FAMILY  
MINISTRY, INC  
BLVD  
108 S OWEN WALTERS  
SALINA OK  
74365

When Paying By Mail  
Send Payment To:  
XEROX CORPORATION  
P.O. BOX 7405  
PASADENA, CA  
91109-7405



Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

PLEASE PAY THIS AMOUNT  
00-495-2792 1 717636773 076827146 11-06-14  
RR004043 M 080114  
03 6M7C DD58 D N1010 5933 2 115

\$234.74

202100008070060 0768271463 0300234747 271763677358

Invoice

Payment



# Invoice



**Portable Restrooms of Oklahoma**  
 2763 W 520  
 Pryor, OK 74361

918-825-POTS FAX 918-825-1055  
 email: portapro1@yahoo.com  
 website: portapro1.com

Bill To  
 Pryor Main Street

Date	Invoice #
11/15/2014	1578

Due Date	Project
11/15/2014	

Qty	Service Dat...	Service Dat...	Description	Rate	Amount
1			1-7 DAY TOILET RENTAL	17.50	17.50T
1			1-7 DAY TOILET SERVICE	52.50	52.50
1			1-7 DAY HANDICAP UNIT RENTAL	22.50	22.50T
1			1-7 DAY HANDICAP UNIT SERVICE	67.50	67.50
			FEE		
			Sales Tax	5.875%	2.35

*Del 11/25/14*

<b>Total</b>	<b>\$162.35</b>
--------------	-----------------

<b>Balance Due</b>	<b>\$162.35</b>
--------------------	-----------------

Make all checks payable to:

**PORTABLE RESTROOMS OF OKLAHOMA**

Thank you for your business <http://business.com/f282cb8f>







CORPORATE CARD

Issued Through

ARVEST BANK, TULSA

SECURITY BANKCARD CENTER, INC.  
P.O. BOX 6139  
NORMAN OK 73070-6139

ACCOUNT NUMBER 4494 5700 0100 2564

PAYMENT DUE DATE 12-13-14

AMOUNT DUE \$15.00

CURRENT BALANCE \$433.78

|||||  
CREDIT CARD OPERATIONS  
P.O. BOX 22116  
TULSA OK 74121-2116

|||||  
BJ CUMMINGS  
PRYOR MAIN STREET INC  
PO BOX 216  
PRYOR OK 74362-0216

\*\*N0000190

AMOUNT ENCLOSED  
\$

4494570001002564 0001500 0043378

Please tear payment coupon at perforation.

POSTING DATE	DESCRIPTION	TRANSACTION DATE	REFERENCE NUMBER	AMOUNT CR = CREDIT PY = PAYMENT
10-20	WRISTBAND COM 262-3731900 WI	10-17	24717054290172908009472 5999	68.74
10-21	USPS 39673202133604364 PRYOR OK	10-20	24164074293418183677217 9402	6.70
10-29	PIZZA HUT #13863 918-825-4880 OK	10-26	24231684302207988500060 5814	62.56
10-29	HOMELAND #539 PRYOR OK	10-27	24427334301710026807196 5411	83.12
10-30	DOLLAR-GENERAL #0593 PRYOR OK	10-28	24445004302100338649831 5331	10.96
10-30	WAL-MART #0022 PRYOR OK	10-29	24226384303400008178776 5411	41.09
11-07	QUARTZ MT. LODGE LONE WOLF OK 503759 ARRIVAL: 11-03-14	11-06	24492804310118000101324 7011	148.86
11-17	PAYMENT RECEIVED - THANK YOU	11-17	74494574321000010001745	760.16PY
11-18	PURCHASE *FINANCE CHARGE*	11-18		11.75

OL 1212 Confirmation # 14120 20944

Average Daily Balance Subject to Finance Charge	Monthly Periodic Rate	Corresponding Annual Percentage Rate	FINANCE CHARGE	Account Number: 4494 5700 0100 2564
PURCHASES \$990.43	1.1867% *	14.24% *	\$11.75	GRACE PERIOD: To Avoid a Finance Charge On Purchases, Pay Entire New Balance By Payment Due Date. Finance Charge Accrues On Cash Advances Until Paid And Will Be Billed On Your Next Statement.
CASH ADVANCES \$0.00	1.1867% *	14.24% *	\$0.00	

\*Rate may vary

To Report Lost or Stolen Cards Customer Service Telephone: 1-800-356-8085	Available Credit \$2,066.22	Purchases Available Credit \$2,066.22	Account Summary	
Send Inquiries To: SECURITY BANKCARD CENTER PO BOX 6139 NORMAN OK 73070	Cash Available Credit \$0.00	Credit Line \$2,500.00	Previous Balance	\$760.16
	Days in Billing Cycle 31	Minimum Payment \$15.00	Purchases & Other Charges	422.03
www.securitybankcard.com	Closing Date NOV 18, 2014	Payment Due Date DEC 13, 2014	Cash Advances	.00
			Credits	.00
			Payments	760.16
			Late Payment Charge	.00
			FINANCE CHARGE	11.75
			New Balance	\$433.78

SEE BILLING RIGHTS SUMMARY AND IMPORTANT INFORMATION ON REVERSE SIDE.

*Districin*

**Pryor Main Street**

---

**From:** "Wristband.com" <info@wristband.com>  
**Date:** Friday, October 17, 2014 11:58 AM  
**To:** <mainstreetpryor@gmail.com>  
**Cc:** <info@wristband.com>  
**Subject:** Order #68179

 Wristband.com

 Order Confirmation

Dear B J Cummings,

Thank you for ordering from Wristband.com. Your order has been received and is currently being processed. You will receive a shipping notification with your tracking number once your order ships.

If you need to contact us regarding this order, please e-mail us at [info@wristband.com](mailto:info@wristband.com) or call us at 800-481-2263 (International: +1-262-373-1900).

- ▶ [Click here to View Current Order Status](#)
- ▶ [Click here to Place Another Order](#)

---

**Purchasing Information**

**Order Number:** 68179  
**Order Entered:** 10/17/14  
**Shipping Method:** UPS GROUND  
**Scheduled Ship:** Friday, October 17, 2014  
**Credit Card Used:** \*\*\*\*\*2564

**Bill To**

B J Cummings  
Pryor Main Street, Inc.  
P O Box 216  
Pryor, OK 74362

**Ship To**

B J Cummings  
Pryor Main Street, Inc.  
8 South Vann  
Pryor, OK 74361

---

**Order Information**

Quantity	Wristbands	Part #	Item Description	Unit Price	Extended Price
4	2000	T3D-08-01	3/4" Tyvek® Green Bursts	11.95	47.80

---

1	500	T3D-01	Tyvek® 3/4" Design (Yellow Age Verified)	12.95	12.95
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Subtotal:	\$60.75
Shipping:	\$7.99
Sales Tax:	\$0.00
<b>Order Total:</b>	<b><u>\$68.74</u></b>



BJ CUMMINGS  
 PRYOR MAIN STREET INC  
 PO BOX 216  
 PRYOR OK 74362-0216

ACCOUNT NUMBER 4494 5700 0100 2564  
 PAYMENT DUE DATE 11-12-14  
 AMOUNT DUE \$23.00  
 CURRENT BALANCE \$760.16

AMOUNT ENCLOSED  
 \$

\*\*N0000192

4494570001002564 0002300 0076016

Please tear payment coupon at perforation.

POSTING DATE	DESCRIPTION	TRANSACTION DATE	REFERENCE NUMBER	AMOUNT CR=CREDIT PY=PAYMENT
09-22	HOMELAND #539 PRYOR OK <i>food</i>	09-19	24427334263710032798476 5411	
09-23	NASCO MAIL ORDER 800-558-9595 WI	09-22	24492154265849173178807 5943	26.31 ✓
09-24	SHERWIN WILLIAMS #7245 PRYOR OK	09-23	24610434266004015472198 5231	290.64 ✓
09-24	WIX.COM 800-600-0949 800-6000949 NY <i>Stacy</i>	09-23	24906414266010426208001 5968	53.26 ✓
09-25	WAL-MART #0022 PRYOR OK <i>Cher</i>	09-24	74226384267360648122676 5411	149.00
09-25	WAL-MART #0022 PRYOR OK <i>Cher</i>	09-24	24226384268400005933994 5411	18.59CR
10-03	OFFICE DEPOT #50 TULSA OK <i>paper</i>	10-01	24445744275100350724037 5943	23.36 ✓
10-06	WAL-MART #0022 PRYOR OK	10-03	74226384276360769212701 5411	197.38 ✓
10-06	HARP'S #0182 SALINA OK <i>food</i>	10-03	24427334277710030881781 5411	3.90CR
10-14	PAYMENT RECEIVED - THANK YOU	10-14	74494574287000070000910	42.70 ✓
				224.78PY

	Average Daily Balance Subject to Finance Charge	Monthly Periodic Rate	Corresponding Annual Percentage Rate	FINANCE CHARGE	Account Number: 4494 5700 0100 2564
PURCHASES	\$0.00	.0000% *	.00% *	\$0.00	GRACE PERIOD: To Avoid a Finance Charge On Purchases, Pay Entire New Balance By Payment Due Date. Finance Charge Accrues On Cash Advances Until Paid And Will Be Billed On Your Next Statement
CASH ADVANCES	\$0.00	.0000% *	.00% *	\$0.00	

\*Rate may vary

To Report Lost or Stolen Cards Customer Service Telephone: 1-800-356-8085	Available Credit	Purchases Available Credit	Account Summary	
	\$1,739.84	\$1,739.84	Previous Balance	\$224.78
	Cash Available Credit	Credit Line	Purchases & Other Charges	782.65
	\$0.00	\$2,500.00	Cash Advances	.00
	Days in Billing Cycle	Minimum Payment	Credits	22.49
	30	\$23.00	Payments	224.78
	Closing Date	Payment Due Date	Late Payment Charge	.00
	OCT 18, 2014	NOV 12, 2014	FINANCE CHARGE	.00
			New Balance	\$760.16

SEE BILLING RIGHTS SUMMARY AND IMPORTANT INFORMATION ON REVERSE SIDE.





CORPORATE CARD

Issued Through  
ARVEST BANK, TULSA

SECURITY BANKCARD CENTER, INC.  
P.O. BOX 6139  
NORMAN OK 73070-6139

CREDIT CARD OPERATIONS  
P.O. BOX 22116  
TULSA OK 74121-2116

ACCOUNT NUMBER 4494 5700 0100 2564  
PAYMENT DUE DATE 12-13-14  
AMOUNT DUE \$15.00  
CURRENT BALANCE \$433.78

BJ CUMMINGS  
PRYOR MAIN STREET INC  
PO BOX 216  
PRYOR OK 74362-0216

AMOUNT ENCLOSED  
\$

4494570001002564 0001500 0043378

Please tear payment coupon at perforation.

POSTING DATE	DESCRIPTION	TRANSACTION DATE	REFERENCE NUMBER	AMOUNT CR = CREDIT PY = PAYMENT
10-20	WRISTBAND COM 262-3731800 WI	10-17	24717054280172808008472 5899	68.74
10-21	USPS 38673202133604384 PRYOR OK	10-20	24164074283418183677217 9402	6.70
10-29	PIZZA HUT #13863 518-825-4880 OK	10-28	24231684802207888500060 5814	62.58
10-28	HOMELAND #539 PRYOR OK	10-27	24427334301710026807198 5411	83.12
10-30	DOLLAR-GENERAL #0593 PRYOR OK	10-28	24445004302100338649831 5331	10.96
10-30	WAL-MART #0022 PRYOR OK	10-29	24226384303400008178776 5411	41.09
11-07	QUARTZ MT. LODGE LONE WOLF OK 503759 ARRIVAL: 11-03-14	11-06	24492804310118000101324 7011	148.86
11-17	PAYMENT RECEIVED - THANK YOU	11-17	74484574321000010001745	760.16PY
11-18	PURCHASE "FINANCE CHARGE"	11-18		11.75

OL 12/2 Confirmation # 1412020944

Average Daily Balance Subject to Finance Charge	Monthly Periodic Rate	Corresponding Annual Percentage Rate	FINANCE CHARGE	Account Number: 4494 5700 0100 2564
PURCHASES \$990.43	1.1867% *	14.24% *	\$11.75	GRACE PERIOD: To Avoid a Finance Charge On Purchases, Pay Entire New Balance By Payment Due Date. Finance Charge Accrues On Cash Advances Until Paid And Will Be Billed On Your Next Statement.
CASH ADVANCES \$0.00	1.1867% *	14.24% *	\$0.00	

\*Rate may vary

To Report Lost or Stolen Cards Customer Service Telephone: 1-800-356-8085	Available Credit	Purchases Available Credit	Account Summary		
	\$2,066.22	\$2,066.22	Previous Balance	\$760.16	
Send Inquiries To: SECURITY BANKCARD CENTER PO BOX 6139 NORMAN OK 73070	Cash Available Credit	Credit Line	Purchases & Other Charges	422.03	
	\$0.00	\$2,500.00	Cash Advances	.00	
www.securitybankcard.com	Days in Billing Cycle	Minimum Payment	Credits	.00	
	31	\$15.00	Payments	760.16	
	Closing Date	Payment Due Date	Late Payment Charge	.00	
	NOV 18, 2014	DEC 13, 2014	FINANCE CHARGE	11.75	
			New Balance	\$433.78	

SEE BILLING RIGHTS SUMMARY AND IMPORTANT INFORMATION ON REVERSE SIDE.

*Detruin*

-----  
PRYOR MPO  
PRYOR, Oklahoma  
743619998  
3961360210-0097  
10/20/2014 (800)275-8777 01:18:39 PM  
-----

===== Sales Receipt =====

Product Description	Sale Unit Qty Price	Final Price
------------------------	------------------------	----------------

@@ ~ OWASSO OK 74055-2085		\$6.70
---------------------------	--	--------

Zone-1

Priority Mail 1-Day By

Weight

2 lb. 7.10 oz.

Expected Delivery: Tue 10/21/14

USPS Tracking #:

9114 9011 5981 5171 0633 16

Includes \$50 insurance

=====  
Issue Postage: \$6.70

=====  
Total: \$6.70

Paid by:

VISA \$6.70

Account #: XXXXXXXXXXXX2564

Approval #: 056907

Transaction #: 721

23903360436

@@ For tracking or inquiries go to  
USPS.com or call 1-800-222-1811.

~~ Save this receipt as evidence of  
insurance. For information on filing  
an insurance claim go to  
[usps.com/ship/file-domestic-claims.htm](http://usps.com/ship/file-domestic-claims.htm)

Order stamps at [usps.com/shop](http://usps.com/shop) or  
call 1-800-Stamp24. Go to  
[usps.com/clicknship](http://usps.com/clicknship) to print  
shipping labels with postage. For

**VENDOR NAME** Winners of Chili Cook off

**BREAK OUT OF EACH EXPENDITURE BY VENDOR**

<b>Check #</b>	<b>Description</b>	<b>Amount</b>
1142	Mike Mayenschien Red - 1st place	\$500.00
1143	Jan Barber Red - 2nd place	\$100.00
1144	Bob Hall Red - 3rd place	\$75.00
1145	Robert Piland Green - 1st place	\$200.00
1146	Jim Weller Green - 2nd place	\$100.00
1147	Judie Ellis Salsa - 1st place	\$50.00
<b>Total:</b>		\$1025.00

---

*INSERT INFORMATION FROM EACH PURCHASE ABOVE  
COPY THIS PAGE FOR EACH VENDOR.*

---

Process for Payment Check List - GRANTS

PRYOR AREA CHAMBER OF COMMERCE  
 NAME: PRYOR CHRISTMAS PARADE OF LIGHTS 2014

~~750~~ \$ 2500<sup>00</sup> Acct# 75.755.5092  
*Awarded*

Below this sheet attach:

Date		
6.10.14	✓	1 <del>Summary Letter of Intent APPLICATION</del> - due July 31 <sup>st</sup>
7.1.14	✓	2 Hotel / Motel Minutes
7.10.14	✓	3 Budget / Personnel Committee Minutes
7.15.14	✓	4 City Council Minutes
4.20.15	✓	5 Final Expense Report and Receipts for Event - <i>Cannot issue CK until approved</i>
4.28.15	✓	6 Hotel / Motel Minutes (showing receipt approval)
		7 Budget / Personnel Committee Minutes (showing receipt approval)
		8 City Council Minutes (showing receipt approval)
		9 Agreement for Funding and Provision of Services Signed
		10 PO#
		11 Paid w/CK #
		12

FOLLOW UP WITH THIS APPLICANT  
 (DATE): \_\_\_\_\_  
~~REQUEST EXPENDITURE SUMMARY  
 FOR BOARD REVIEW.~~

Complete:

Amount Awarded 2,500<sup>00</sup>

Pay Recipient when receipts are received and approved by:

Hotel/Motel 4/28/15 *Approved*

Budget/Personnel \_\_\_\_\_

City Council \_\_\_\_\_

Amount of Receipts APPROVED by

City Council \_\_\_\_\_

**MINUTES  
HOTEL / MOTEL BOARD  
SPECIAL MEETING  
TUESDAY, APRIL 28<sup>TH</sup>, 2015  
4:00 P.M.**

THE HOTEL / MOTEL BOARD MET IN SPECIAL SESSION IN THE COUNCIL CHAMBER, 12 NORTH ROWE, PRYOR CREEK, OKLAHOMA AT THE ABOVE DATE AND TIME.

**BOARD MEMBERS: \*\*TARA WALLACE, TRACEY DEAN, KEN PRATHER, JEFF YATES AND EVETT BARHAM**

**1. CALL MEETING TO ORDER.**

The meeting was called to order at 4:05 p.m. by Chairman Tara Wallace. Members present: Chairman Tara Wallace, Jeff Yates, Ken Prather. Members absent: Evett Barham and Tracey Dean.

Others present: Pryor Chamber of Commerce Director Barbara Hawkins, Sarah Wallace, Main Street Program Director BJ Cummings, Mayor Tramel and Terry Aylward.

**2. DISCUSS, POSSIBLY APPROVE MINUTES OF AUGUST 26<sup>TH</sup>, 2014 SPECIAL MEETING.**

Motion was made by Yates, second by Prather to approve minutes of August 26<sup>th</sup>, 2014 special meeting. All voted yes.

**3. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION TO APPROVE RECEIPTS RECEIVED FROM HOTEL / MOTEL GRANT APPLICANTS:**

**a. PRYOR AREA ARTS & HUMANITIES COUNCIL, NEOK AREA ARTIST SHOW HELD SEPTEMBER 26 – OCTOBER 4, 2014.**

Motion was made by Yates, second by Prather to recommend Council action to approve receipts received from Pryor Area Arts & Humanities Council, NEOK Area Artist Show held September 26 – October 4, 2014 for Hotel/Motel Grant in the amount of \$3,000.00. All voted yes.

**b. PRYOR MAIN STREET, CHILI CHRISTMAS CAR & BIKE SHOW HELD NOVEMBER 15, 2014.**

Motion was made by Prather, second by Yates to recommend Council action to approve receipts received from Pryor Main Street, Chili Christmas Car & Bike Show held November 15, 2014 for Hotel/Motel Grant in the amount of \$2,000.00. All voted yes.

**c. PRYOR AREA CHAMBER OF COMMERCE, PRYOR CHRISTMAS PARADE OF LIGHTS 2014 HELD DECEMBER 4, 2014.**

Motion was made by Prather, second by Yates to recommend Council action to approve receipts received from Pryor Area Chamber of Commerce, Pryor Christmas Parade of Lights 2014 held December 4, 2014 for Hotel/Motel Grant in the amount of \$2,500.00. All voted yes.

**4. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION ON HOTEL / MOTEL TAX FUND ALLOCATION GRANT APPLICATION RECEIVED FROM PRYOR MAIN STREET FOR MAYFEST BARBEQUE COOK-OFF & CAR & BIKE SHOW IN THE AMOUNT OF \$2,500.00 FOR THE 2014 – 2015 FISCAL YEAR.**

Motion was made by Yates, second by Prather to recommend Council action on Hotel / Motel Tax Fund Allocation Grant Application from Pryor Main Street for a Barbeque Cook-off & Car & Bike Show in the amount of \$2,500.00 for the 2014 – 2015 fiscal year to be held June 20<sup>th</sup>, 2015. (This event is no longer called MayFest.) All voted yes.

**5. Prepare for opening application process for FY 2015-2016.**

**a. DISCUSS AND RECOMMEND ANY CHANGES TO THE APPLICATION FOR FY 2015-2016.**

Motion was made by Prather, second by Yates to change the date to receive applications for the FY 2015 – 2016 to June 1<sup>st</sup> through July 31<sup>st</sup>, 2015. All voted yes.

**b. DISCUSS AND RECOMMEND DATE TO ADVERTISE APPLICATIONS FOR FY 2015-2016.**

There was no action on this item.

Discussion reinforced the applications will be advertised 30 days prior to applications due date July 31<sup>st</sup>, 2015.

**c. DISCUSS AND CONFIRM DATE APPLICATIONS ARE TO BE RECEIVED AS JUNE 30<sup>TH</sup>, 2015.**

There was no action on this item, the agenda item was incorrect. Refer to item 5a.

**6. SCHEDULE NEXT BOARD MEETING.**

The Hotel / Motel Board will meet again June 5<sup>th</sup>, 2015 at 4:00 p.m.

**7. ADJOURN.**

Motion was made by Yates, second by Prather to adjourn at 4:20 p.m. All voted yes.



Pryor Area Chamber of Commerce • 100 E Graham Avenue, Pryor, OK 74361 • Phone: 918-825-0157 • Fax: 918-825-0158 • Email: info@pryorchamber.com

### 2014 Christmas Parade of Lights Receipts

Check #	Payee	Description	Amount
16727	Pryor Printing	Printing of Flyers 4.25 x 5.5	161.70
16772	Pryor Printing	Printing of full color posters 8.5 x 11	131.77
16728	Premier Signs	Adhesive Car Door Stickers (Parade signs, Mayor, Sheriff, PACC, etc.)	491.12
16746	Tulsa Stage & Top	PA Speakers/ Mikes, 1 Sound technician	1,250.00
16822	Pryor FFA	1 <sup>st</sup> Place Award for Youth Organization Sponsored by a business	100.00
16823	Pryor 4-H	1 <sup>st</sup> Place Award for Non- Commercial Division	200.00
16825	Mayes County HOPE Coalition	2 <sup>nd</sup> Place Award for Non- Commercial Division	150.00
16824	Pryor Beauty College	3 <sup>rd</sup> Place Award for Non- Commercial Division	100.00
<b>Total Expenses</b>			2584.59

PRYOR AREA  
CHAMBER OF COMMERCE, INC.

P.O. BOX 367  
PRYOR, OK 74362

BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

**RCB BANK**  
P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

016727

12/17/2014

PAY Pryor Printing, Inc

DATE

\*\*161.70  
AMOUNT

TO THE ORDER OF One Hundred Sixty-One and 70/100\*\*\*\*\*

Pryor Printing, Inc  
15 South Vann  
Pryor, OK 74361

  
AUTHORIZED SIGNATURE

⑈016727⑈ ⑆103112594⑆ 04000121004⑈

PRYOR AREA CHAMBER OF COMMERCE, INC.  
Pryor Printing, Inc  
09 · Christmas Parade:095000 · Advertisi Parade Posters

12/17/2014

016727

161.70

Christmas Parade Acc

161.70

PRYOR AREA CHAMBER OF COMMERCE, INC.  
Pryor Printing, Inc  
09 · Christmas Parade:095000 · Advertisi Parade Posters

12/17/2014

016727

161.70

Christmas Parade Acc

161.70



Pryor Printing, inc.  
 15 south vann  
 pryor, oklahoma 74361  
 918/825-2888  
 918/825-1757 fax

# Invoice

Date	Invoice #
11/24/2014	77070

Bill To

PACC  
 P. O. BOX 367  
 PRYOR, OK 74362

Quantity	Description	P.O. No.	Terms
		Rate	Amount
	2000 CHRISTMAS PARADE FLYERS 4.25 X 5.5 THANK YOU	147.50	147.50T

**PAYMENT DUE UPON RECEIPT OF INVOICE(S). NO OTHER BILLING WILL OCCUR. ALL WORK COD UNLESS APPROVED.**

<b>Subtotal</b>	\$147.50
<b>Sales Tax (9.625%)</b>	\$14.20
<b>Total</b>	\$161.70
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$161.70

PRYOR AREA  
 CHAMBER OF COMMERCE, INC.  
 P.O. BOX 337  
 PRYOR, OK 74352  
 BUILDING A BETTER COMMUNITY TODAY - FOR TOMORROW

RCB BANK  
 P.O. Box 8 Pryor, OK 74362  
 (918) 225-4321 Member FDIC

016727

12/17/2014

PAY Pryor Printing, Inc. DATE \*\*161.70  
 #115657

TO THE ORDER OF  
 Hundred Sixty-One and 70/100

Pryor Printing, Inc.  
 15 South Vanna  
 Pryor, OK 74361

*Thanks*

*[Signature]*  
 AUTHORIZED SIGNATURE

⑆016727⑆ ⑆103112594⑆ 04000121001⑆

⑆04⑆ ⑆0110209⑆ ⑆0412⑆ ⑆22-14⑆ ⑆01⑆ >103112594⑆ RCB BANK

FOR DEPOSIT ONLY  
 Pryor Printing, Inc.  
 #121857

DO NOT WRITE, STAMP OR SIGN ABOVE THIS LINE  
 FEDERAL RESERVE BANK OF OKLAHOMA

⑆04⑆ ⑆0110209⑆ ⑆0412⑆ ⑆22-14⑆ ⑆01⑆ >103112594⑆ RCB BANK

PRYOR AREA  
CHAMBER OF COMMERCE, INC.

P.O. BOX 367  
PRYOR, OK 74362

BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

**RCB BANK**  
P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

016772

2/6/2015

PAY Pryor Printing, Inc

DATE

\*\*131.77  
AMOUNT

TO THE  
ORDER OF One Hundred Thirty-One and 77/100\*\*\*\*\*

Pryor Printing, Inc  
15 South Vann  
Pryor, OK 74361

  
AUTHORIZED SIGNATURE



⑈016772⑈ ⑆103112594⑆ 04000121004⑈

PRYOR AREA CHAMBER OF COMMERCE, INC.  
Pryor Printing, Inc  
09 · Christmas Parade:095000 · Advertisi

2/6/2015

016772

131.77

Christmas Parade Acc

131.77

PRYOR AREA CHAMBER OF COMMERCE, INC.  
Pryor Printing, Inc  
09 · Christmas Parade:095000 · Advertisi

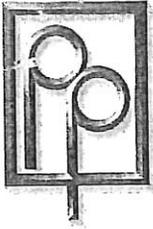
2/6/2015

016772

131.77

Christmas Parade Acc

131.77



Pryor Printing, inc.  
 15 south vann  
 pryor, oklahoma 74361  
 918/825-2888  
 918/825-1757 fax

# Invoice

Date	Invoice #
12/28/2014	77113

Bill To

PACC  
 P. O. BOX 367  
 PRYOR, OK 74362

Quantity	Description	Rate	Amount
	11-20-14 24 12 X 18 FULL COLOR POSTERS AND 100 8.5 X 11 FULL COLOR FLYERS FOR 2014 PRYOR CHRISTMAS PARADE THANK YOU	120.20	120.20
<i>Thank you</i>			

P.O. No.	Terms
	Due on receipt

**PAYMENT DUE UPON RECEIPT OF INVOICE(S). NO OTHER BILLING WILL OCCUR. ALL WORK COD UNLESS APPROVED.**

<b>Subtotal</b>	\$120.20
<b>Sales Tax (9.625%)</b>	\$11.57
<b>Total</b>	\$131.77
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$131.77

PRYOR AREA CHAMBER OF COMMERCE, INC. RCB BANK 016772  
 P.O. BOX 357 P.O. Box Pryor, OK 74563  
 PRYOR, OK 74562 (814) 25-4211 Member FDIC  
 BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW 2/6/2015

PAY Pryor Printing, Inc DATE \*\*431.77 AMOUNT  
 TO THE ORDER OF One Hundred Thirty-One and 77/100

Pryor Printing, Inc  
 15 South Vann  
 Pryor, OK 74561

*James H. Hall*  
 AUTHORIZED SIGNATURE

⑆016772⑆ ⑆103112594⑆ ⑆04000121004⑆

UNDEPOSITED FOR DEPOSIT ONLY  
 Pryor Printing, Inc  
 # 121851

060500980040001501>103112594<RCB BANK

111  
 1. If you are not a member of the bank, you must open a checking account with the bank before you can use this service.  
 2. This service is available only to members of the bank who have a checking account with the bank.  
 3. This service is available only to members of the bank who have a checking account with the bank and who are not under 18 years of age.  
 4. This service is available only to members of the bank who have a checking account with the bank and who are not under 18 years of age and who are not under 21 years of age.  
 5. This service is available only to members of the bank who have a checking account with the bank and who are not under 18 years of age and who are not under 21 years of age and who are not under 25 years of age.  
 6. This service is available only to members of the bank who have a checking account with the bank and who are not under 18 years of age and who are not under 21 years of age and who are not under 25 years of age and who are not under 30 years of age.  
 7. This service is available only to members of the bank who have a checking account with the bank and who are not under 18 years of age and who are not under 21 years of age and who are not under 25 years of age and who are not under 30 years of age and who are not under 35 years of age.  
 8. This service is available only to members of the bank who have a checking account with the bank and who are not under 18 years of age and who are not under 21 years of age and who are not under 25 years of age and who are not under 30 years of age and who are not under 35 years of age and who are not under 40 years of age.  
 9. This service is available only to members of the bank who have a checking account with the bank and who are not under 18 years of age and who are not under 21 years of age and who are not under 25 years of age and who are not under 30 years of age and who are not under 35 years of age and who are not under 40 years of age and who are not under 45 years of age.  
 10. This service is available only to members of the bank who have a checking account with the bank and who are not under 18 years of age and who are not under 21 years of age and who are not under 25 years of age and who are not under 30 years of age and who are not under 35 years of age and who are not under 40 years of age and who are not under 45 years of age and who are not under 50 years of age.

PRYOR AREA  
CHAMBER OF COMMERCE, INC.

P.O. BOX 367  
PRYOR, OK 74362

BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

RCB BANK

P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

016728

12/17/2014

PAY Premier Signs & Design

DATE

\*\*491.12  
AMOUNT

TO THE  
Four Hundred Ninety-One and 12/100\*\*\*\*\*

Premier Signs & Design  
210 S Mill Street  
Pryor, OK 74361

*[Handwritten Signature]*  
*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

⑈016728⑈ ⑆103112594⑆ 04000121004⑈

PRYOR AREA CHAMBER OF COMMERCE, INC.  
Premier Signs & Design  
09 · Christmas Parade:095000 · Advertisi Car Signs

12/17/2014

016728

491.12

Christmas Parade Acc

491.12

PRYOR AREA CHAMBER OF COMMERCE, INC.  
Premier Signs & Design  
09 · Christmas Parade:095000 · Advertisi Car Signs

12/17/2014

016728

491.12

Christmas Parade Acc

491.12



210 South Mill St.  
 Pryor, OK 74361  
 Bus. 918-825-6422  
 Fax: 918-825-5306

# Invoice

Date	Invoice #
12/4/2014	2917

**Bill To**

PACC  
 PRYOR AREA CHAMBER OF COMMERCE  
 P.O. BOX 367  
 PRYOR, OK 74362-0367

Job No.	P.O. No.	Terms	Due Date
14-699		Due on receipt	12/4/2014

Description	Qty	Rate	Amount
12" x 22" Prints on Glass Adhere (Xmas Parade Signs; Mayor, Sheriff, PACC, etc)	14	14.00	196.00T
14" x 19" Prints on Glass Adhere (Xmas 1st, 2nd, 3rd Place)	18	14.00	252.00T
All past due balances subject to SERVICE CHARGES of 2% per month			

**We Appreciate Your Business! Thank You!**

Sales Tax (9.625%) \$43.12

Total \$491.12

Received By \_\_\_\_\_

Payments/Credits \$0.00

Date \_\_\_\_\_

Balance Due \$491.12



**PRYOR AREA  
CHAMBER OF COMMERCE, INC.**

P.O. BOX 367  
PRYOR, OK 74362

BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

**RCB BANK**  
P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

016746

1/6/2015

PAY Tulsa Stage and Top

DATE

\*\*1,250.00  
AMOUNT

TO THE

ORDER OF One Thousand Two Hundred Fifty and 00/100

Tulsa Stage and Top

*[Handwritten Signature]*  
\_\_\_\_\_  
*[Handwritten Signature]*  
\_\_\_\_\_  
AUTHORIZED SIGNATURE



⑈016746⑈ ⑆103112594⑆ 04000121004⑈

PRYOR AREA CHAMBER OF COMMERCE, INC.

016746

Tulsa Stage and Top

1/6/2015

09 · Christmas Parade:095390 · Event S

1,250.00

Christmas Parade Acc

1,250.00

PRYOR AREA CHAMBER OF COMMERCE, INC.

016746

Tulsa Stage and Top

1/6/2015

09 · Christmas Parade:095390 · Event S

1,250.00

Christmas Parade Acc

1,250.00



5441 S. Louisville Ave Tulsa, OK, 74135  
[www.TulsaStage.Net](http://www.TulsaStage.Net) [Tulsa.Stage@StcGlobal.Net](mailto:Tulsa.Stage@StcGlobal.Net) 918-747-0472

## Contract/Invoice

**EVENT DATE:** Dec. 4, 2014

**Event:** Christmas Parade

**Location:** Pryor

**Pryor Chamber of Commerce**

**PO 367**

**10 E. Graham Ave.**

**Pryor, OK 74362-0367**

**Company:**

**Contact:**

**Email:**

**Phone: 918-825-4704**

**Set up: Dec. 4**

**Strike: Dec 4**

**TST agrees to provide:**

**PA Speakers/ Mikes**

**1 Sound Technician**

**Add Speakers down block and fly**

**Put speakers in block east**

**(do we need more power?)**

**Total \$1,250**

**Due Dec. 4**

**Thank You!**

FRYOR AREA CHAMBER OF COMMERCE, INC.  
 P.O. BOX 387  
 FRYOR, OK 74362  
 BUILDING A BETTER COMMUNITY TODAY - FOR TOMORROW

RCB BANK  
 P.O. Box 8 Fyrol, OK 74363  
 (405) 328-3127 Member FDIC

016746

1/5/2015

PAY Tulsa Stage and Top

TO THE ORDER OF Tulsa Stage and Top

DATE 1/5/2015

AMOUNT \$4,250.00

*Debra J. ...*  
 ALTERNATE SIGNATURE

⑆016746⑆ ⑆103112594⑆ 04000121004⑆

01-023-0122 dat 01-13-15 RCB >103112594<

01/12/2015 264001000069200  
 1001000200 Arvest Bank

554001033000200

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
 \*RESERVED FOR FINANCIAL INSTITUTION USE\*

REPORT HERE

FRYOR AREA CHAMBER OF COMMERCE, INC.  
 P.O. BOX 387  
 FRYOR, OK 74362

PRYOR AREA  
CHAMBER OF COMMERCE, INC.

P.O. BOX 367  
PRYOR, OK 74362

BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

RCB BANK

P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

016822

4/2/2015

PAY Pryor FFA

DATE

\*\*100.00  
AMOUNT

TO THE PREFERRED  
OF ONE hundred and 00/100\*\*\*\*\*

Pryor FFA

*Dan... [Signature]*  
*[Signature]*  
AUTHORIZED SIGNATURE

⑈016822⑈ ⑆103112594⑆ 04000121004⑈

PRYOR AREA CHAMBER OF COMMERCE, INC.

016822

Pryor FFA

4/2/2015

09 · Christmas Parade:095380 · Event A

100.00

Christmas Parade Acc

100.00

PRYOR AREA CHAMBER OF COMMERCE, INC.

016822

Pryor FFA

4/2/2015

09 · Christmas Parade:095380 · Event A

100.00

Christmas Parade Acc

100.00

PRYOR AREA  
CHAMBER OF COMMERCE, INC.  
P.O. BOX 237  
PRYOR, OK 74362  
BUILDING A BETTER COMMUNITY TODAY... FOR TOMORROW

RCB BANK  
P.O. Box 88 - Pryor, OK 74362  
(918)256-4321 Member FDIC

016822

4/2/2015

PAY TO THE ORDER OF  
Pryor FFA

DATE 4/2/2015

AMOUNT \*\*100.00

ONE HUNDRED AND 00/100

Pryor FFA

*Debra Ann Smith*  
*Ellen J. DeWitt*

ATTESTED OFFICER

\*016822# 103112594# 04000121004\*

0730010058 004 042415 01 >103112594< RCB BANK

NO POSTING INSTRUCTIONS FROM THIS LINE  
INSTRUCTIONS: 1. SIGNATURE REQUIRED  
2. SIGNATURE MUST BE IN INK  
3. SIGNATURE MUST BE OF THE ACCOUNT HOLDER  
4. SIGNATURE MUST BE OF THE ACCOUNT HOLDER  
5. SIGNATURE MUST BE OF THE ACCOUNT HOLDER

RCB BANK  
P.O. BOX 88 - PRYOR, OK 74362  
(918) 256-4321

MEMBER FDIC

NO POSTING INSTRUCTIONS FROM THIS LINE  
INSTRUCTIONS: 1. SIGNATURE REQUIRED  
2. SIGNATURE MUST BE IN INK  
3. SIGNATURE MUST BE OF THE ACCOUNT HOLDER  
4. SIGNATURE MUST BE OF THE ACCOUNT HOLDER  
5. SIGNATURE MUST BE OF THE ACCOUNT HOLDER

PRYOR AREA  
CHAMBER OF COMMERCE, INC.

P.O. BOX 367  
PRYOR, OK 74362

BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

RCB BANK

P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

016823

4/2/2015

PAY Pryor 4-H

DATE

\*\*200.00  
AMOUNT

TO THE  
PRYOR 4-H  
Two hundred and 00/100\*\*\*\*\*

Pryor 4-H

*Darlene Stankin*  
*Larry Dule*  
AUTHORIZED SIGNATURE

⑈016823⑈ ⑆103112594⑆ 04000121004⑈

PRYOR AREA CHAMBER OF COMMERCE, INC.

016823

Pryor 4-H

4/2/2015

09 · Christmas Parade:095380 · Event A

200.00

Christmas Parade Acc

200.00

PRYOR AREA CHAMBER OF COMMERCE, INC.

016823

Pryor 4-H

4/2/2015

09 · Christmas Parade:095380 · Event A

200.00

Christmas Parade Acc

200.00

PRYOR AREA  
CHAMBER OF COMMERCE, INC.

P.O. BOX 367  
PRYOR, OK 74362

BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

RCB BANK

P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

016825

4/2/2015

PAY Mayes County Hope Coalition

DATE

\*\*150.00  
AMOUNT

TO THE  
One Hundred Fifty and 00/100\*\*\*\*\*

Mayes County Hope Coalition

  
AUTHORIZED SIGNATURE

⑈016825⑈ ⑆103112594⑆ 04000121004⑈

PRYOR AREA CHAMBER OF COMMERCE, INC.  
Mayes County Hope Coalition  
09 · Christmas Parade:095380 · Event A

4/2/2015

016825

150.00

Christmas Parade Acc

150.00

PRYOR AREA CHAMBER OF COMMERCE, INC.  
Mayes County Hope Coalition  
09 · Christmas Parade:095380 · Event A

4/2/2015

016825

150.00

Christmas Parade Acc

150.00

PRYOR AREA  
CHAMBER OF COMMERCE, INC.  
P.O. BOX 337  
PRYOR, OK 74352  
BUILDING A BETTER COMMUNITY TODAY - FOR TOMORROW

RCB BANK  
P.O. BOX 6 Pryor, OK 74352  
(817) 229-4521 Member FDIC

016825  
4/2/2015

PAY TO THE ORDER OF  
MAYES COUNTY HOPE COALITION  
DATE  
4/2/2015  
AMOUNT  
\*\*160.00

TO THE ORDER OF  
MAYES COUNTY HOPE COALITION

*Barbara Kayler*  
*Janice Smith*  
RUC429103 SIGNATURE

\*016825\* 1103112594 04000121004\*

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016825 1103112594 04000121004

RCB BANK

FOR DEPOSIT ONLY  
NO ENDORSEMENTS

FOR DEPOSIT ONLY  
NO ENDORSEMENTS

PRYOR AREA  
CHAMBER OF COMMERCE, INC.

P.O. BOX 367  
PRYOR, OK 74362

BUILDING A BETTER COMMUNITY TODAY - FOR TOMMORROW

RCB BANK

P.O. Box 8 Pryor, OK 74362  
(918)825-4321 Member FDIC

016824

4/2/2015

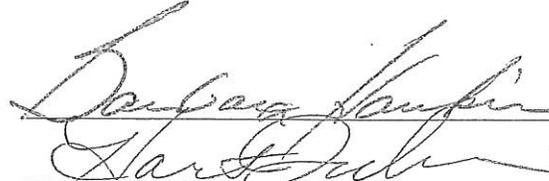
PAY Pryor Beauty College

DATE

\*\*100.00  
AMOUNT

TO THE ORDER OF ONE HUNDRED AND 00/100\*\*\*\*\*

Pryor Beauty College

  
AUTHORIZED SIGNATURE 

⑈016824⑈ ⑆103112594⑆ 04000121004⑈

PRYOR AREA CHAMBER OF COMMERCE, INC.

016824

Pryor Beauty College

4/2/2015

09 · Christmas Parade:095380 · Event A

100.00

Christmas Parade Acc

100.00

PRYOR AREA CHAMBER OF COMMERCE, INC.

016824

Pryor Beauty College

4/2/2015

09 · Christmas Parade:095380 · Event A

100.00

Christmas Parade Acc

100.00

<b>PRYOR AREA</b> <b>CHAMBER OF COMMERCE, INC.</b> P.O. BOX 237 PRYOR, OK 74362 BUILDING A BETTER COMMUNITY TODAY - FOR TOMORROW		<b>RCB BANK</b> P.O. Box 8, Pryor, OK 74362 (405) 225-4121 Member FDIC	<b>016824</b>  4/28/2015
<b>PAY</b> Pryor Beauty College <b>TO THE ORDER OF</b> Pryor Beauty College	<b>DATE</b>	<b>**100.00</b> <b>AMOUNT</b>	
<b>*****1000 and 00/100*****</b> Pryor Beauty College			
 AUTHORIZED SIGNATURE			
<b>⑆016824⑆ ⑆103112594⑆ ⑆0600121004⑆</b>			

<p>⑆02⑆ ⑆060008⑆ ⑆004⑆ ⑆01⑆ 4-15 01 &gt;103112594&lt; RCB BANK</p> <p><small>1. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          2. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          3. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          4. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          5. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          6. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          7. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          8. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          9. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          10. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.</small></p>	<p><small>1. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          2. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          3. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          4. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          5. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          6. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          7. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          8. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          9. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.          10. This check is payable only to the order of the payee named on the front of the check. It is not valid if the name of the payee is not printed on the front of the check.</small></p>
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**PRYOR MAIN STREET, INC.**  
8 S. Vann  
P. O. Box 216  
Pryor, OK 74362  
918.825.1095  
mainstreetpryor@gmail.com  
pryormainstreet.com

## **Overview**

Pryor Main Street, Inc. (PMS), a 501c3 nonprofit charitable organization is the 2013 Main Street city in Oklahoma. The mission of PMS is for the revitalization and preservation of our downtown main street.

Using the National Main Street's four point approach of Organization, Promotion, Design, and Economic Restructuring achieves the purpose and direction for our main street entity.

Working with merchants and building owners, PMS searches for ways to communicate the viability of work, play, and stay in our downtown.

Current trends show that small town main streets are the place to be. We are about "place making" and being destination driven. The 30-44 year old population is looking for the "nice place to visit". If they think a place is "nice to visit", then it's also a "nice place" to live and raise their families.

One goal of PMS is creating that "nice place" to visit and one way to accomplish that goal is creating downtown events that are family friendly.

With this goal in mind, PMS have several events planned in the downtown core, two major events and several smaller retailer-oriented events. These events promote the city of Pryor Creek and attracts outsiders to make Pryor Creek a destination in their travels.

### Grant Application Number 2:

May 5, 2015 May Fest Barbeque Cook off & Car & Bike Show

This event and promotion for Pryor Main Street total \$5,000. Hotel/Motel Tax Funding request is for \$2,500 and matching funds of \$2,500 will come from sponsorships which include corporate sponsorships and individuals. In kind donations for labor will be drawn from our volunteer base that supports the Main Street effort. Details of the proposed budget are attached.

The type of promotion/attraction that we are hosting will attract thousands of potential visitors to our city. Cook-offs, car, and bike shows brings thousands of people from all over the USA to participate in the cook-off and tasters like to come out and visit the festival. This large event that PMS is planning is a day-long event that brings overnight visitors to our town. Other Main Street cities typically average 1,500 to 3,000 or more visitors for car shows, cook-offs, and bike shows. A neighboring city, Collinsville hosts their annual Hogs and Hotrods show which brings 3,000 to 4,000 visitors to their city each May. Sapulpa's Route 66 car show has over 400 cars and thousands of visitors to their city. They celebrated their 25th anniversary of their car show in June 2014.

This type of event spurs great avenues for retailers to offer their wares to potential customers, showcasing their unique shops and generating valuable retail sales dollars that in turn build our tax base.

Day long events bring overnight visitors to our city thus increasing our tax base through hotel/motel stays, dining at local restaurants, and purchases at local retail shops. This activity will increase the tax base through our hotels/motels, our restaurants, retailers, gas stations, etc. Since the trend for the next 5 years is the "small town" destination and place making, this puts Pryor in a great place to host such events to bring the people to increase our tax base and thus extending our economic development for the health and vibrancy of our community.

Besides the economic development to our community through visitors to our city, the main street program also generates economic development through increased retail in our town through retail retention and expansion and promotion of enticing new retail to come to our town. PMS always uses local resources as much as possible for development of our program.

Pryor Main Street being a main street community understands that in the first three to five years of the program it will take involvement of our city through the use of Hotel/Motel tax funding and pledges of support from local businesses. However, the long term success is dependent upon PMS becoming as self sufficient as possible. It does this through events like we are proposing. Using Sapulpa as an example, their annual car show celebrating their 25th anniversary nets them approximately \$15,000 in revenue for their program or one third of their annual budget.

All events of PMS are family oriented and open to the general public providing a safe, healthy, fun place to bring your family to experience the event. This openness provides community loyalty and makes it a place people want to be.

3-3A-4 PROJECT BUDGET

PROJECT: PRYOR MAIN STREET, INC.

MAY FEST, BARBEQUE COOK-OFF & CAR AND BIKE SHOW

MAY 2015

ITEM	CITY	MATCH	CASH	IN-KIND	TOTAL
Entertainment	\$250	\$250			\$500
T-shirts	\$500	\$500			\$1,000
Printing	\$375	\$375			\$750
Advertising	\$375	\$375			\$750
Awards	\$150	\$150			\$300
Photography	\$150	\$150			\$300
Port A John	\$100	\$100			\$200
Kids Games	\$100	\$100			\$200
Supplies	\$325	\$325			\$650
Judges	\$175	\$175			\$350
Total	\$2,500	\$2,500			\$5,000

**Pryor Main Street  
Promotion Committee  
Work Plan**

Submitted by Chairperson: Darren Delozier

Date: 07/15/2014

Project Title: May Fest - Barbeque Cookoff/Car & Bike Show

Project #: 7

Task	Timetable	Responsibility	Budget
Determine Date of May Festival & Barbeque Cookoff	June	Board & Committee	
Obtain permission from ODOT & city to close street	February	BJ; Travis	
Determine budget for Event	Jan	BJ; Committee; Board	\$5,000
Advertising:	Jan - May	BJ; Travis;Maddie	
Website	Jan - May	BJ; Travis;Maddie	
Facebook	Jan - May	BJ; Travis;Maddie	
Twitter	Jan - May	BJ; Travis;Maddie	
Newspaper	Jan - May	BJ; Travis;Maddie	
Flyers and Posters and Postcards	Jan - May	BJ; Travis;Maddie	
Radio	Apr - May	Lisa; Travis	
TV - possibly RSU TV Remote	May	Barbara; Lisa	
Sponsorships	Jan - May	Lisa; Committee	
Apply for Grant-Hotel Motel Tax Fund	July	BJ	\$2,500.00
Recruit Cookoff participants	Jan - May	BJ; Board; Committee	
Recruit Car Show participants	Jan - May	Christina & Committee	
Recruit Bike Show participants	Jan - May	Danielle & Committee	
Recruit Food Truck vendors	Jan - May	Kenny & Committee	
Recruit Craft Vendors	Jan - May	Donna; Mary	
Job Descriptions for Volunteers	February	B J & Committee	
Determine Games for Kids	February	Leadership Class	
Secure judges	February	JC Smith	TBD
Determine Categories & Prizes	February	Committee	
Order T Shirts	April	BJ -Tack Design	\$2,000
Order Prizes	April	BJ - Christina - Danielle	
Recruit & Schedule Volunteers	March - May	Lisa	
Set Up	May	All Committee	
Clean Up	May	All Committee	
Photography	May	Jeremy; Cydney; Ara	
Wrap Up	May	BJ; Committee; Board	

OFFICE OF THE SECRETARY OF STATE



**NOT FOR PROFIT  
CERTIFICATE OF INCORPORATION**

*WHEREAS, the Not For Profit Certificate of Incorporation of*

**PRYOR MAIN STREET, INC.**

*has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.*

*NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.*

*IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*



*Filed in the city of Oklahoma City this  
25th day of February, 2013.*

*Auchelle R. Day*

*Secretary of State*

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 17 2014**

PRYOR MAIN STREET INC  
PO BOX 216  
PRYOR, OK 74362-0216

Employer Identification Number:  
35-2446748  
DLN:  
17053296415003  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
February 25, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

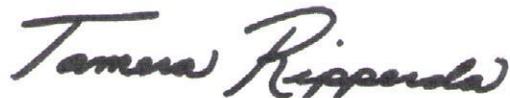
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947

**CERTIFICATE OF INCORPORATION**  
**(Not for Profit)**  
of

**PRYOR MAIN STREET, INC.**

**FIRST:** The name of the corporation is PRYOR MAIN STREET, INC.

**SECOND:** The mailing address of the corporation's registered office in the State of Oklahoma is P.O. Box 216, Pryor, OK 74362-0216 with a physical address of 100 E. Graham, Pryor, Oklahoma. The name of the corporation's registered agent at such address is Travis Noland.

**THIRD:** The corporation is not a church.

**FOURTH:** The duration of the corporation is: perpetual.

**FIFTH:** Said corporation is organized exclusively for charitable, educational, and community purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under section 170 (c)(2) of the Internal revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**SIXTH:** This corporation does not have authority to issue capital stock.

**SEVENTH:** This corporation is not for profit and as such, does not afford pecuniary gain, incidentally or otherwise, to its members.

**EIGHTH:** The name and mailing address of each person who will serve as a trustee or director is:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Travis Noland	815 SE 2 <sup>nd</sup> , Pryor, OK 74361
Barbara Hawkins	PO Box 367, Pryor, OK 74362
Lisa Melchior	6186 W 480, Pryor, OK 74361

**NINTH:** The number of directors or trustees to be elected at the first meeting is: three (3).

**TENTH:** The conditions of membership of such corporation are as stated in the by-laws.

**ELEVENTH:** The powers of the incorporators will terminate upon the filing of the Certificate of Incorporation. The names and mailing addresses of those persons who are to serve as directors are as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Travis Noland	815 SE 2 <sup>nd</sup> , Pryor, OK 74361
Barbara Hawkins	PO Box 367, Pryor, OK 74362
Lisa Melchior	6186 W 480, Pryor, OK 74361

**TWELFTH:** The name and mailing address of the undersigned incorporators are as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Travis Noland	815 SE 2 <sup>nd</sup> , Pryor, OK 74361
Barbara Hawkins	PO Box 367, Pryor, OK 74362
Lisa Melchior	6186 W 480, Pryor, OK 74361

## **Pryor Main Street Minutes**

Meeting Date: July 18, 2014

Time: 8:30 a.m.

Location: Pryor Main Street office

Chairperson: Travis Noland

### **Board Member Attendance:**

Kenny Giager Barbara Hawkins

Danielle Dorler Sherian Davis

Travis Noland BJ Cummings

### **Advisory Board Members:**

Diane Lay

### **President's Report:**

- Roll call
- Minutes from June 20, 2014 Meeting - Tabled due to lack of quorum
- Discussion regarding board member terms for existing and future board members  
No action taken due to lack of quorum
- Discussion regarding upcoming repaving of Graham Avenue – 69 to Hogan St. Repaving will begin in mid-August. Projected to take approximately 90 days, May impact Downtown Halloween Event & Chili Cook-Off
- Discussion of Pryor Freedom Fest:  
Event was great success, especially for a first year event.  
\$1,100 cash reserve to begin Freedom Fest 2015 planning.  
Main Street Program made \$66 profit. Games \$300 profit.  
Do not yet know how much school made. Both concession stand and Geno's sold out of food.
- Agreement among attending board members that there should be further discussion regarding ways to engage and involve merchants in 2015.

### **Treasurer's Report:**

- Financial report for June 2014 - Tabled due to lack of quorum
- Discussion ensued regarding outstanding pledges and the need to collect those pledges and find new pledges and sources of income.

## Director's Report:

- Updates
  - Annual Contract State Work Plan –  
BJ led a review and discussion of the State Work Plan for Pryor Main Street.  
Complete Annual Contract, including work plan, is included in each board member's packet.
  - Hotel/Motel Grant applications  
Motion to apply for Hotel Motel Grants for Main Street Events  
No quorum – therefore all board members will be polled electronically.  
Results will be included with Grant Requests  
All attending members agreed to request Hotel/Motel Tax Grants, but will participate in the electronic polling
  - Updates
    - Cash Mob  
July Cash Mob mobbed Rhinestones and Ruffles  
Attendance at the events has been erratic
    - Federal Home Loan Grants  
Grant was denied. Only 4 Oklahoma communities received grants.  
BJ is going to speak with them regarding improving our application to better qualify for the next cycle.
    - Website  
Website is still under construction

Respectfully Submitted

Barbara Hawkins

July 18, 2014

**From:** [bjcummings-ss](#)

**Sent:** Friday, July 18, 2014 11:18 AM

**To:** [B J Cummings](#) ; [Barbara Hawkins-Pryor Chamber](#) ; [Danielle Dorler](#) ; [Darrell Moore](#) ; [Darren Delozier](#) ; [Diane Lay](#) ; [Kenny Giager](#) ; [Lesla Ritchie](#) ; [Lisa Melchior](#) ; [Mary Kirby](#) ; [Mary Kirby](#) ; [Sherian Davis](#) ; [Terry Lamar](#) ; [Travis Noland](#)

**Subject:** Please reply with your agreement

At today's board meeting we did not have a quorum.

There is one action item that we need to vote on this month. I am attaching the preliminary draft of the application for grant money from the Hotel Motel Tax Fund for events for downtown. Each of these events have gone through the Promotion Committee for review and were discussed in today's meeting. A poll was taken by those present and all were in agreement to request and apply for these funds.

Please email me back with your vote of agreement or disagreement for applying for this funding.

I appreciate all your help. If you have any questions, please call. I will have to submit each event as a different application and the dead line is July 31st.

Thanks,

B J Cummings  
Director  
Pryor Main Street, Inc.  
8 South Vann  
P. O. Box 216  
Pryor, OK 74362  
918.825.1095  
918.825.1577 fax  
918.261.3929 cell  
[mainstreetpryor@gmail.com](mailto:mainstreetpryor@gmail.com)

P.S. Sorry it scanned crooked 😊

Travis Noland " Yes  
Barbara Hawkins " Yes  
Lisa Melchior " Yes  
Terry Lamar " Yes  
Kenny Giager " Yes  
Sherian Davis " Yes  
Danielle Dorler " Yes

Mary Kirby â€" Yes  
Darrell Moore â€" Yes  
Lesa Ritchie â€" Yes  
Christina Shipman â€" Yes

Motion Passed

3-3A-8 PROJECT APPLICATION

Project Title: Pryor Main Street, Inc. Events and Promotion

Contact Person: B J Cummings, Director

Address: 8 S. Vann, P. O B0x 216

City: Pryor State: OK Zip: 74362

Phone No: 918.825.1095 or 918.261.3929 Email: [bjcummings@sstelco.com](mailto:bjcummings@sstelco.com)

Contact Person: Lisa Melchior

Address: 8 S. Vann, P. O. Box 216

City: Pryor State: OK Zip: 74362

Phone No: 918.825.0625 Email: [lisamelchior@yahoo.com](mailto:lisamelchior@yahoo.com)

Project Sponsor: Pryor Main Street, Inc.

Address: 8 S. Vann, P. O. Box 216

City: Pryor State: OK Zip: 74362

Phone No: 918.825.1095 Email: [mainstreetpryor@gmail.com](mailto:mainstreetpryor@gmail.com)

Sponsor is: Non Profit

Amount Requested: \$2,500 Applicant's Match: \$2,500

Total Project Budget: \$5,000

### 3-3A-9 PROJECT SUMMARY

PROJECT: PRYOR MAIN STREET, INC.

MAYFEST BARBEQUE COOKOFF & CAR & BIKE SHOW

In summary, the purpose of this daylong event is to provide and encourage visitors and citizens of our community to come to the downtown area. Our downtown is a historical treasure and creates the heartbeat of our community. Revitalization of our downtown is imperative for the growth and economic development of our town. Small towns across America face the same issues we face and it is up to us, as concerned citizens to mobilize our resources and efforts to create that vibrant "third place" to be for families. Families gather and have three places they gather to: home, work, and play. Let's make sure our community desires to make our downtown that third place to be.

With more people coming to downtown and generating activities leads to more and more activity, thus creating that tax base which is critical for our future.

Hotel Motel funding is instrumental in our ability to accomplish the vision that is set before us.

## RETIREMENT NOTICE

IT IS WITH MIXED FEELINGS THAT I, TOM BRADLEY,  
DISPATCHER FOR THE PRYOR POLICE DEPT., DO HEREBY  
SUBMIT MY INTENSIONS TO RETIRE EFFECTIVE JUNE 11<sup>TH</sup> 2015  
FROM THE PRYOR POLICE DEPT. AFTER 22 YEARS  
AND 2 MONTHS OF DUTY. I HAVE BEEN HONORED TO WORK  
WITH AND SERVE THIS GREAT CITY OF PRYOR CREEK AND THE  
STAFF OF THE PRYOR POLICE DEPT AND ITS MANY WONDERFUL  
OFFICERS, THE CHIEF, AND ASST CHIEFS, AND TO THE CITY  
COUNCIL PERSONS AND THE MAYORS I HAVE WORKED WITH  
OVER THE YEARS, AND ALL OF THE STAFF MEMBERS AS WELL.



TOM BRADLEY

# SUNBELT POOLS



10555 Plano Road Dallas, TX 75238-1305  
**214 343-1133**

## Quote

Quote ID: 15379  
Customer ID: 697  
Employee ID: joshh  
Quote Expires: 6/10/2015

Pryor Creek, City of  
1111 SE 9 St.  
Pryor, OK 74361

**Location:**

Pryor Creek, City of  
1111 SE 9 St.  
Pryor, OK 74361  
Fax (918) 825-3888

Qty	Item	Unit Price	Total
1	Commercial Municipal Installation of New Pool Circulation Pump	\$10,143.00	\$10,143.00

End suction centrifugal, bronze fitted pump manufactured by Aurora

6" Suction and 6" Discharge  
15 HP  
1800 RPM  
208/230/460 Volt  
3 Phase  
Epoxy coated volute, motor bracket, and impeller  
NSF50 Certified

Inlcudes installation and minor plumbing changes

Pump requires 4 weeks to manufacturer AFO

<b>Sub Total</b>	<b>\$10,143.00</b>
<b>Taxes</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$10,143.00</b>



May 11, 2015

Attn: Laura Holloway

Pryor Creek Recreation Center

**RE: Circulation Pump Proposal**

- Remove and replace the existing circulation pump and motor.
- New pump to be 15 HP, 1800 RPM, 230/460 Volt TEFC.
- Pump will move 800 GPM @ 55 TDH.
- Pump requires 6 weeks lead time

Cost of Labor and Materials: \$12,500.00



May 12, 2015

Pryor Creek Recreation Center

ATTN: Laura Holloway

We offer the following estimate for removing and replacing the existing circulation pump and motor at your facility:

Labor and materials	\$13,950.00
- Remove and replace existing pump & motor (15HP, 1800RPM, 230/460V, 800GPM @ 55TDH)	

This pump requires a lead time of 6 to 8 weeks.

Sincerely,

Eric Dubois



1685 Woodland Ave.  
Columbus, OH 43219

# Quote

Date	Quote #
5/14/2015	1302

Name / Address
Pryor Creek Recreation Laura Holloway 111 SE 9th St. Pryor, OK 74361

Phone #	Rep	Project
614-379-3388	TD	

Description	Qty	Total
ZVO Urethane Dumbbell Set 5-50lbs (10 Pairs), 550lbs	2	5,800.00
ZVO Urethane Dumbbell set 55-100lb (10 pair) 1550lbs	2	11,500.00
Promotional discount		-9,406.00
Freight Out Lift Gate Required curb side delivery. Customer must take DB's inside.	1	832.00
<b>Total</b>		<b>\$8,726.00</b>

E-mail	Web Site
tduffey@zivalife.com	www.zivalife.com

# Estimate



Authorized Representative  
Since 1994

PO Box 1081  
Sunbury, Ohio 43074  
614-559-3969 office  
614-635-3677 fax  
www.bodysuccess.com

Name/Address
Pryor Creek Recreation 1111 SE 9th St. Pryor, OK 74361

Date	Estimate No.	Project	Terms	REP
05/14/15	10597			

Item	Description	Quantity	Cost	Total
Miscellaneous	Ziva PU Dumbbells 5-100lb sets in 5lb increments	2	4,742.00	9,484.00T
shipping	Shipping w/lift gate	1	829.00	829.00T
	Tax Exempt Status		0.00	0.00
			<b>Total</b>	<b>\$10,313.00</b>



**Invoice**

**Date:** 14-May-15  
**Terms:** Net 30  
**Invoice No.:** 514151315

**Bill To:** Pryor Creek Recreation  
 1111 SE 9th St.  
 Pryor, OK 74361

**Ship To:** Same as Bill to:

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Each</u>	<u>Total</u>
1	Ziva PU Dumbbells 5-100lbs in 5 lb	2	\$ 5,150.00	\$ 10,300.00
	Freight	1	\$ 832.00	\$ 832.00
<b>Total</b>				<b><u>\$ 11,132.00</u></b>