

**NOTICE & AGENDA  
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.**

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:
  - 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.
  - c. Discuss, possibly approve President of Council.
  - 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.
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 April 21<sup>st</sup>, 2015 Council meeting.
  - b. Approve payroll purchase orders through May 8<sup>th</sup>, 2015.
  - c. Approve claims for purchase orders through May 5<sup>th</sup>, 2015.
  - d. Acknowledge receipt of deficient purchase orders.
  - e. Approve Mayor’s re-appointment of Evett Barham to Hotel / Motel Seat #5, term expiring 4/30/19.
  - 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.
  - 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.
  - 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.
  - 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.)
  - 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.
  - 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.
  - l. Approve authorizing the Street Superintendent to seek bids for concrete for the 2015-2016 fiscal year.

- 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.
  - 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)
  - 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.)
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 April 21<sup>st</sup>, 2015 meeting.
3. Unforeseeable business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
4. Adjourn.

FILED MAY 1<sup>ST</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 IN PRYOR CREEK, OKLAHOMA, MAY 1<sup>ST</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, APRIL 21<sup>ST</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 Leonard Barnes. Roll call was conducted by City Clerk Eva Smith. Council members present included: Roger Willcutt, Dennis Olson, Leonard Barnes, Houston Brittain, Greg Rosamond, Randy Chitwood, Ryan Rains and Drew Stott. Council members absent: none.

Department Heads and other City Officials present were: City Attorney K. Ellis Ritchie, Police Chief Dennis Nichols, Assistant Police Chief Derek Melton, Fire Chief Tim Thompson, Assistant Fire Chief B.K. Young, Park Superintendent Frank Powell, City Treasurer Lois Thompson.

Others: Municipal Utility Board Assistant General Manager Jared Crisp, Municipal Utility Board Member Dr. Robert Lindsey, Planning and Zoning Member Yolanda Thompson, Aquatics Director Jacki Moyers, Pryor Area Chamber of Commerce Director Barbara Hawkins, Patrolman Dustin Van Horn and Planning and Zoning and Board of Adjustment Member Harriett Dunham.

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

There were no petitions from the audience.

**3. MAYOR'S REPORT:**

**a. APPROVE ACCEPTANCE OF OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST (TSET) GRANT IN THE AMOUNT OF \$50,000.00 FOR THE PURPOSE OF SUPPORTING IMPROVED HEALTH FOR CITIZENS OF PRYOR CREEK.**

Motion was made by Rosamond, second by Chitwood to approve acceptance of Oklahoma Tobacco Settlement Endowment Trust (TSET) grant in the amount of \$50,000.00 for the purpose of supporting improved health for citizens of Pryor Creek. Voting yes: Willcutt, Olson, Barnes, Brittain, Rosamond, Chitwood, Rains, Stott. Voting no: none.

**b. ANNOUNCEMENT REGARDING THE PRYOR CREEK FIRE DEPARTMENT TESTING FIRE HYDRANTS STARTING AROUND THE END OF APRIL.**

Mayor Tramel gave the announcement regarding the Pryor Creek Fire Department testing fire hydrants starting around the end of April.

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

**a. REPORT ON JOHN VINCENT REVIEW AND FINDINGS REGARDING THE CITY OF PRYOR CREEK CHARTER.**

Kim Ritchie explained the report submitted by John Vincent. (See attached 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 7<sup>th</sup>, 2015 Council meeting.
- b. Approve payroll purchase orders through April 24<sup>th</sup>, 2015.
- c. Approve claims for purchase orders through April 21<sup>st</sup>, 2015.

**APPROVE PURCHASE ORDERS THROUGH APRIL 21<sup>st</sup>, 2015.**

| <u>FUNDS</u>      | <u>PURCHASE ORDER NUMBER</u>      | <u>TOTALS</u>        |
|-------------------|-----------------------------------|----------------------|
| GENERAL           | 1420142323 - 1420142349           | \$ 107,358.04        |
| STREET & DRAINAGE | 910542B - 1420142395              | 9,764.06             |
| GOLF              | 1420142400 - 1420142404           | 45,543.87            |
| CAPITAL OUTLAY    | 1420142367 - 1420142135           | 21,914.70            |
| REAL PROPERTY     | 1420142405 - 1420142406           | 273.29               |
| RECREATION        | 1420142415 - 1420142393           | 9,418.73             |
| E-911             | 1420142354 - 1420142377           | 1,418.70             |
| LIBRARY           | 1420142184 - 1420142419           | 3,194.24             |
| DONATIONS         | 1420142408 - 1420142327           | \$ 514.91            |
|                   | <b>TOTAL</b>                      | <b>\$ 199,400.54</b> |
|                   | <u>NEW BLANKET PURCHASE ORDER</u> |                      |
| 910620B           | SUNBELT POOLS                     | \$ 6,200.00          |
| 910621B           | CHOUTEAU LIME CO                  | 500.00               |
| 910622B           | PRYOR LUMBER                      | \$ 1,000.00          |
|                   | <b>TOTAL</b>                      | <b>\$ 7,700.00</b>   |

- d. Acknowledge receipt of deficient purchase orders.  
*There were no deficient purchase orders presented.*  
 e. Approve March Appropriations Request.

**MARCH 2015**

|                                   |                      |
|-----------------------------------|----------------------|
| FEE IN LIEU                       | \$ 18.97             |
| STREET & DRAINAGE                 | \$ 118,232.11        |
| CEMETERY CARE INTEREST            | \$ 39.66             |
| CEMETERY CARE FUND                | \$ 1,612.50          |
| GOLF COURSE CASH FUND             | \$ 21,536.40         |
| CAPITAL OUTLAY FUND               | \$ 103,158.52        |
| CAPITAL OUTLAY RESERVE            | \$ 3,822.93          |
| REAL PROPERTY ACQUISITION         | \$ 221.35            |
| HOTEL/MOTEL TAX                   | \$ 5,052.55          |
| LIBRARY BUILDING FUND             | \$ 5.39              |
| GOB 2002-RECREATION CENT          | \$ -                 |
| PPWA BOND PROCEEDS (86)           | \$ -                 |
| PPWA SINKING FUNDS                | \$ 85,312.45         |
| PPWA BOND PROCEEDS (88)           | \$ 2,630.17          |
| RECREATION CENTER-CASH FUND       | \$ 82,904.87         |
| E-911                             | \$ 2,345.07          |
| LIBRARY SPECIAL                   | \$ 162.67            |
| SEIZURES                          | \$ 7.30              |
| DONATIONS                         | \$ 2,864.21          |
| COMMUNITY DEVELOPMENT BLOCK GRANT | \$ 0.00              |
| <b>TOTAL</b>                      | <b>\$ 429,927.12</b> |

- f. Approve transferring Oklahoma Tax Commission's monthly Use Tax from Capital Outlay to the General Fund effective with taxes received in May.
- g. Approve expenditure of \$4,500.00 to Reed's Backhoe and Dozier Service as low bidder for the demolition of structure located at 203 North Indianola Street. Other bids received: Pat Ambler - \$5,800.00 and Delbert Eichelberger - \$4,460.00 (bid contained wrong address and no liability insurance or worker's compensation insurance provided).
- h. Approve expenditure of \$2,150.00 to Reed's Backhoe and Dozier Service as low bidder for demolition of structure located at 112 North Taylor Street. Other bids received: Pat Ambler - \$5,800.00 and Delbert Eichelberger - \$4,325.00 (no liability insurance or worker's compensation insurance provided).
- i. Approve waiving the fee as required per Pryor Creek Code of Ordinances 5-4c-2 in the amount of \$250.00 (public display – fireworks) for Pryor Freedom Fest Fourth of July Celebration.
- j. Approve increasing all Red Cross Certified Lifeguards to \$8.50 per hour (bill rate of \$11.22) through PeopleLink Staffing effective April 27<sup>th</sup>, 2015.
- k. Approve appointment of Jesse Philpot as Manager for the Pryor Public Pool at \$11.00 per hour (bill rate of \$14.52) through PeopleLink Staffing effective April 27<sup>th</sup>, 2015.
- l. Approve expenditure in the amount of \$4,792.31 less tax of \$266.16 for a total expenditure amount of \$4,526.15 for one (1) Hanovia UV Light Unit PMD200E1/W including parts and service from Recreation Center Aquatics. Other quotes received: R & K Aquatics Services - \$5,194.95 and Aquatic Resources, Inc. - \$5,075.00.
- m. Approve Proclamation proclaiming the month of May 2015 "Motorcycle Safety and Awareness Month" in the City of Pryor Creek.

- n. Approve Proclamation proclaiming the month of July 2015 as “Water’s Worth It Month” in the City of Pryor Creek.
- o. Approve awarding of Pryor Bicycle / Pedestrian Master Plan contract to Land Plan Consultants, Inc. in the amount of \$22,500.00 from TSET Grant funds.
- p. Approve rescinding the April 7<sup>th</sup>, 2015 approval of the purchase of one (1) John Deere 2025R Compact Utility Tractor (18 PTO hp) at \$13,955.94 and one (1) 62D In. OnRamp Mid-Mount Side Discharge Mower at \$2,231.45 for a total price of \$16,187.40 per State Contract OK SW190 from P & K Equipment, Pryor, Oklahoma from Cemetery Capital Outlay (Account #44-445-5413).
- q. Approve the expenditure of \$16,361.28 for the purchase of one (1) John Deere 2025R Compact Utility Tractor (18 PTO hp) and one (1) 62D In. OnRamp Mid-Mount Side Discharge Mower per State Contract OK SW196 (instead of the SW190 approved on the April 7<sup>th</sup>, 2015 agenda) from P & K Equipment, Pryor, OK from Cemetery Capital Outlay (Account #44-445-5413).

Motion was made by Brittain, second by Rosamond to approve a - q less items a, g, h, l, q. Voting yes: Olson, Barnes, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt. Voting no: none.

**a. APPROVE MINUTES OF APRIL 7<sup>TH</sup>, 2015 COUNCIL MEETING.**

Motion was made by Rosamond, second by Brittain to approve minutes of April 7<sup>th</sup>, 2015 Council meeting. Voting yes: Barnes, Brittain, Rosamond, Stott, Willcutt, Olson. Voting no: none. Abstaining (counting as a no vote): Chitwood, Rains.

**g. APPROVE EXPENDITURE OF \$4,500.00 TO REED’S BACKHOE AND DOZIER SERVICE AS LOW BIDDER FOR THE DEMOLITION OF STRUCTURE LOCATED AT 203 NORTH INDIANOLA STREET. OTHER BIDS RECEIVED: PAT AMBLER - \$5,800.00 AND DELBERT EICHELBERGER - \$4,460.00 (BID CONTAINED WRONG ADDRESS AND NO LIABILITY INSURANCE OR WORKER’S COMPENSATION INSURANCE PROVIDED).**

Motion was made by Chitwood, second by Barnes to approve expenditure of \$4,500.00 to Reed’s Backhoe and Dozier Service as low bidder for the demolition of structure located at 203 North Indianola Street. Other bids received: Pat Ambler - \$5,800.00 and Delbert Eichelberger - \$4,460.00 (bid contained wrong address and no liability insurance or worker’s compensation insurance provided). Voting yes: Brittain, Rosamond, Chitwood, Rains, Willcutt, Olson, Barnes. Voting no: Stott.

**h. APPROVE EXPENDITURE OF \$2,150.00 TO REED’S BACKHOE AND DOZIER SERVICE AS LOW BIDDER FOR DEMOLITION OF STRUCTURE LOCATED AT 112 NORTH TAYLOR STREET. OTHER BIDS RECEIVED: PAT AMBLER - \$5,800.00 AND DELBERT EICHELBERGER - \$4,325.00 (NO LIABILITY INSURANCE OR WORKER’S COMPENSATION INSURANCE PROVIDED).**

Motion was made by Chitwood, second by Brittain to approve expenditure of \$2,150.00 to Reed’s Backhoe and Dozier Service as low bidder for demolition of structure located at 112 North Taylor Street. Other bids received: Pat Ambler - \$5,800.00 and Delbert Eichelberger - \$4,325.00 (no liability insurance or worker’s compensation insurance provided). Voting yes: Rosamond, Chitwood, Rains, Willcutt, Olson, Barnes, Brittain. Voting no: Stott.

**l. APPROVE EXPENDITURE IN THE AMOUNT OF \$4,792.31 LESS TAX OF \$266.16 FOR A TOTAL EXPENDITURE AMOUNT OF \$4,526.15 FOR ONE (1) HANOVIA UV LIGHT UNIT PMD200E1/W INCLUDING PARTS AND SERVICE FROM RECREATION CENTER AQUATICS. OTHER QUOTES RECEIVED: R & K AQUATICS SERVICES - \$5,194.95 AND AQUATIC RESOURCES, INC. - \$5,075.00.**

Motion was made by Barnes, second by Chitwood to approve expenditure in the amount of \$4,792.31 less tax of \$266.16 for a total expenditure amount of \$4,526.15 for one (1) Hanovia UV Light Unit PMD200E1/W including parts and service from Recreation Center Aquatics. Other quotes received: R & K Aquatics Services - \$5,194.95 and Aquatic Resources, Inc. - \$5,075.00. Voting yes: Chitwood, Rains, Stott, Willcutt, Olson, Barnes, Brittain, Rosamond. Voting no: none.

**q. APPROVE THE EXPENDITURE OF \$16,361.28 FOR THE PURCHASE OF ONE (1) JOHN DEERE 2025R COMPACT UTILITY TRACTOR (18 PTO HP) AND ONE (1) 62D IN. ONRAMP MID-MOUNT SIDE DISCHARGE MOWER PER STATE CONTRACT OK SW196 (INSTEAD OF THE SW190 APPROVED ON THE APRIL 7<sup>TH</sup>, 2015 AGENDA) FROM P & K EQUIPMENT, PRYOR, OK FROM CEMETERY CAPITAL OUTLAY (ACCOUNT #44-445-5413).**

Motion was made by Barnes, second by Chitwood to approve the expenditure of \$16,361.28 for the purchase of one (1) John Deere 2025R Compact Utility Tractor (18 PTO hp) and one (1) 62D In. OnRamp Mid-Mount Side Discharge Mower per State Contract OK SW196 (instead of the SW190 approved on the April 7<sup>th</sup>, 2015 agenda) from P & K Equipment, Pryor, OK from Cemetery Capital Outlay (Account #44-445-5413). Voting yes: Rains, Stott, Willcutt, Olson, Barnes, Brittain, Rosamond, Chitwood. Voting no: none.

**6. COMMITTEE REPORTS:**

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

Rosamond reported that the Budget / Personnel Committee met last week.

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

Rains had no report from the Ordinance / Insurance Committee.

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

Barnes reported there will be a meeting for the Street / Maintenance Garage Committee Tuesday, April 28<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 Barnes, second by Olson to adjourn at 7:00 p.m. Voting yes: Stott, Olson, Barnes, Brittain, Rosamond, Chitwood, Rains. Voting no: none. Willcutt was not present in the room at this time.

**PRYOR PUBLIC WORKS AUTHORITY**

**1. CALL TO ORDER.**

Mayor Tramel called the Pryor Public Works Authority meeting to order at 7:05 p.m.

**2. DISCUSS, POSSIBLY ACT ON APPROVAL OF MINUTES OF APRIL 7<sup>TH</sup>, 2015 MEETING.**

Motion was made by Chitwood, second by Stott to approve minutes of April 7<sup>th</sup>, 2015 meetings. Voting yes: Willcutt, Olson, Barnes, Brittain, Rosamond, Chitwood, Stott. Voting no: none. Abstaining (counting as a no vote): Rains.

**3. UNFORESEEABLE BUSINESS.**

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

No unforeseen business was presented.

**4. ADJOURN.**

Motion was made by Barnes, second by Olson to adjourn from the Pryor Public Works Authority meeting. Voting yes: Olson, Barnes, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt. 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

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**City of Pryor Creek**

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

April 28, 2015

City Council Member,

**New Committee Assignments effective May 4, 2015.**

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**STREET / MAINTENANCE  
COMMITTEE**

**(4<sup>th</sup> Tuesday of each month)**

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**Roger Willcutt - Chairman**

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**Yolanda Thompson**

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**Houston Brittain**

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**Drew Stott - Alternate**

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**ORDINANCE / INSURANCE  
COMMITTEE**

**(As needed)**

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**Randy Chitwood - Chairman**

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**Cheryl Hedgpath**

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**Ryan Rains**

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**Greg Rosamond - Alternate**

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**BUDGET / PERSONNEL COMMITTEE**

**(2<sup>nd</sup> Tuesday of each month)**

**FIRE & POLICE NEGOTIATIONS**

**(As needed)**

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**Greg Rosamond - Chairman**

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**Drew Stott**

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**Randy Chitwood**

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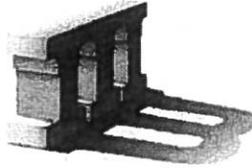
**Ryan Rains - Alternate**

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Sincerely,

**Jimmy Tramel**

Mayor



MEHLBURGER BRAWLEY

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**WORK ORDER FOR PROFESSIONAL SERVICES  
CITY OF PRYOR  
Project Number PRY-14-02**

This will constitute authorization by the City of Pryor Creek, OK (Owner) for Infrastructure Solutions Group, LLC dba Mehlburger Brawley (Engineer) to proceed with the following described as "Project":

**Project Name:** Graham Avenue Milling and Overlay

**Project Description:** The City of Pryor received a cooperative agreement with ODOT to rehabilitate Graham Avenue from US Hwy 69 to Hogan Street. The City of Pryor is required under that agreement to provide materials, and professional services for certain items in connection with that work. The City is responsible for improvements to utilities, curbs, handicap ramps as well as re-striping the final product once all roadway pavement improvements are completed by ODOT design and construction.

- **Item No. 1:** Assist the City in acquiring and completing the necessary paperwork for material vendors to be used under the ODOT Intergovernmental Agreement
- **Item No. 2:** Coordinate with the Pryor Municipal Utility Board for work associated with identifying, protecting, and adjusting to grade all valve covers, manholes and junction boxes along the project route.
- **Item No. 3:** Produce Working Drawings of the length of the project showing ancillary work to be performed under City control for the following items: Handicap ramps to be improved to meet current ADA guidelines, curbs to be replaced due to missing, broken, or displaced, a complete re-striping plan for all parking stalls, lane lines, crosswalks, stop bars, and turn arrows along the project route.
- **Item no. 4:** Assist the City through advertisement, bidding, and award a contract for the work described in Item No. 2.
- **Item No. 5:** Provide Periodic onsite inspection of the work awarded under item no. 3 and described under Item No. 2.
- **Item No. 6:** Review shop drawings, materials approvals, monthly pay estimates and conduct final inspections on the work described in item No. 2

PROJECT NUMBER PRY-14-02

- Item No. 7: Assist the City in project close out documents for both the ODOT administered contract and the City issued contract.

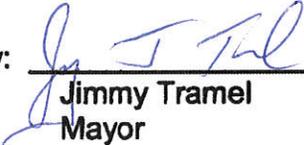
Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

For performing the services described, the Engineer is to be paid a lump sum fee for each identified Item monthly as the work on that Item of work progresses.

The fee for engineering services shall be further broken down as follows:

|                                                         |                   |
|---------------------------------------------------------|-------------------|
| Item No. 1 – Assist client in materials Acquisition     | \$1,000.00        |
| Item No. 2 – Coordinate Utility Modifications           | No Charge         |
| Item No. 3 – Prepare Working Drawings for City Services | \$5,000.00        |
| Items No. 4, 5, 6 & 7 – Construction Services           | <u>\$1,500.00</u> |
| Total Fees                                              | \$7,500.00        |

APPROVED:  
City of Pryor Creek, OK

By:   
Jimmy Tramel  
Mayor

ACCEPTED:  
Infrastructure Solutions Group,  
LLC dba Mehlburger Brawley

By:   
Dale Burke, P.E.  
President

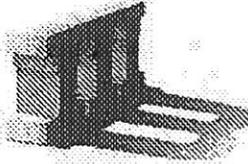
ATTEST:

\_\_\_\_\_

ATTEST:

  
Steve Powell, P.E.  
Branch Manager

DATE: \_\_\_\_\_



## MEHLBURGER BRAWLEY

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### WORK ORDER FOR PROFESSIONAL SERVICES CITY OF PRYOR Project Number PRY-14-02

This will constitute authorization by the City of Pryor Creek, OK (Owner) for Infrastructure Solutions Group, LLC dba Mehlburger Brawley (Engineer) to proceed with the following described as "Project":

**Project Name:** Graham Avenue Milling and Overlay

**Project Description:** The City of Pryor received a cooperative agreement with ODOT to rehabilitate Graham Avenue from US Hwy 69 to Hogan Street. The City of Pryor is required under that agreement to provide materials, and professional services for certain items in connection with that work. The City is responsible for improvements to utilities, curbs, handicap ramps as well as re-stripping the final product once all roadway pavement improvements are completed by ODOT design and construction.

- Item No. 1: Assist the City in acquiring and completing the necessary paperwork for material vendors to be used under the ODOT Intergovernmental Agreement
- Item No. 2: Coordinate with the Pryor Municipal Utility Board for work associated with identifying, protecting, and adjusting to grade all valve covers, manholes and junction boxes along the project route.
- Item No. 3: Produce Working Drawings of the length of the project showing ancillary work to be performed under City control for the following items: Handicap ramps to be improved to meet current ADA guidelines, curbs to be replaced due to missing, broken, or displaced, a complete re-stripping plan for all parking stalls, lane lines, crosswalks, stop bars, and turn arrows along the project route.
- Item no. 4: Assist the City through advertisement, bidding, and award a contract for the work described in Item No. 2.
- Item No. 5: Provide Periodic onsite inspection of the work awarded under item no. 3 and described under Item No. 2.
- Item No. 6: Review shop drawings, materials approvals, monthly pay estimates and conduct final inspections on the work described in item No. 2

PROJECT NUMBER PRY-14-02

Work Order PRY-14-02  
Page 2 of 2

- Item No. 7: Assist the City in project close out documents for both the ODOT administered contract and the City Issued contract.

Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

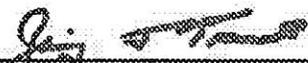
For performing the services described, the Engineer is to be paid a lump sum fee for each identified Item monthly as the work on that Item of work progresses.

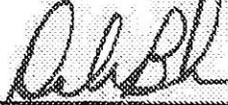
The fee for engineering services shall be further broken down as follows:

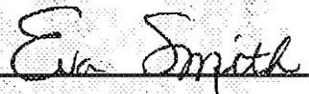
|                                                         |                   |
|---------------------------------------------------------|-------------------|
| Item No. 1 – Assist client in materials Acquisition     | \$1,000.00        |
| Item No. 2 – Coordinate Utility Modifications           | No Charge         |
| Item No. 3 – Prepare Working Drawings for City Services | \$5,000.00        |
| Items No. 4, 5, 6 & 7 – Construction Services           | <u>\$1,500.00</u> |
| Total Fees                                              | \$7,500.00        |

APPROVED:  
City of Pryor Creek, OK

ACCEPTED:  
Infrastructure Solutions Group,  
LLC dba Mehlburger Brawley

By:   
Jimmy Tramel  
Mayor

By:   
Dale Burke, P.E.  
President

ATTEST:  


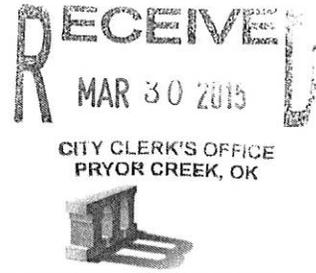
ATTEST:  
  
Steve Powell, P.E.  
Branch Manager

DATE: August 19<sup>th</sup>, 2014

PROJECT NUMBER PRY-14-02



**INFRASTRUCTURE  
SOLUTIONS GROUP, LLC**  
Consulting Engineers



Db: MEHLBURGER BRAWLEY

March 25, 2015

City of Pryor  
12 N. Rowe  
Pryor, OK 74361  
ATTN: Council and Mayor

RE: Graham Avenue Rehabilitation

Dear Members:

Per the direction of the Mayor and Street Superintendent, we hereby submit the revised quantity and estimated cost associated with the addition of the North South Street Returns to the previously approved Graham Avenue mill and overlay project. The street return on both the north and south approaches of Adair, Vann, Rowe, and Coo-Y-Yah were added to improve the overall project due to the observation that many roadway defects occur at the stop bar and crosswalks for these portions of the intersection. Leaving the existing asphalt with the multitude of defects and rough surface would detract from the project goal of improving the driving surface for vehicular and pedestrian traffic along Graham Avenue. The street return was selected to cover all of the observed defects and provide a uniform appearance to the entire corridor. A request to ODOT to include these areas in the planned improvements has been made along with a corridor map showing the locations of each additional area.

The following is a summary of the quantities and estimated costs associated with this change request.

Quantities and Cost:

Original Graham Avenue:

|                   |                         |              |
|-------------------|-------------------------|--------------|
| Milling           | 13,353 square yards     |              |
| Oil (SS1)         | 4.25 Tons               |              |
| Asphalt (Type S4) | 1,123 Tons              |              |
|                   | Pryor Cost of Materials | \$120,116.04 |

Additional N-S Street Returns:

|                   |                         |            |
|-------------------|-------------------------|------------|
| Milling           | 709 square yards        |            |
| Oil (SS1)         | 0.22 Tons               |            |
| Asphalt (Type S4) | 60 Tons                 |            |
|                   | Pryor Cost of Materials | \$6,398.74 |

|                                 |                     |
|---------------------------------|---------------------|
| Total Rehab. Cost (no Striping) | \$126,514.78        |
| Estimated Striping Cost         | \$25,000.00         |
| <b>Total Project Est. Cost</b>  | <b>\$151,514.78</b> |

PRYOR STREET DEPT.

6 NORTH TAYLOR  
PRYOR, OK 74361  
(918) 825-1192  
CELL# (918) 530-0152  
FAX# (918) 824-1293

**The City of Pryor Creek, Oklahoma**

We are accepting bids for the mowing of rights-of-way within in the city limits. A copy of the areas to be mowed and specifications may be obtained at the City Clerk's office at 12 North Rowe Street, second floor between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Bids must be sealed and turned in to the City Clerk's office no later than **4:00 p.m. May 22, 2015**. Opening of bids will take place at the regularly scheduled Street Committee Meeting on **Tuesday, May 26<sup>th</sup>, 2015** in the Council Chambers upstairs at City Hall.

If you have any questions about the areas to be mowed, you may contact Jack Downing at the City Street Department at 918-825-1192 or by cell phone at 918-530-0152.

Sincerely,

Street Superintendent Jack Downing

April 29, 2015

## **Mowing of the Rights-of-Way within the City limits of Pryor Creek, Ok**

The following describes the areas to be mowed and maintained:

- North along Hwy 69 from NE 5<sup>th</sup> Street to South side of Airport Rd (EW47)
- South along Hwy 69 from 9<sup>th</sup> Street to 69A
- East along old SH20 from NS 433 to NS 434
- East along new SH20 from Bailey Street to NS 435

### **SPECIFICATIONS**

Mow all rights-of-way from the fence line to fence line or Railroad rights-of-way, including center medians.

Areas around signs, guardrails and other permanent structures must be trimmed or sprayed with weed killer to keep growth down.

Proof of proper insurance and bonding is required at the time bids are submitted.

Equipment must be satisfactory to accomplish work in a timely and efficient manner.

### **MOWING MONTHS:**

**July 2015**

**August 2015**

**September 2015**

**May 2016**

**June 2016**

**Specific times will be at the Street Department and Mayor's discretion.**

Barco Municipal Products Inc

**Invoice**

PO Box 45507  
Omaha, NE, 68145-0507  
**Phone:** 1-800-228-2703  
**Fax:** (402) 334-8002

|                |      |
|----------------|------|
| Date           | Page |
| Apr 16, 2015   | 1    |
| Invoice Number |      |
| IN-215327      |      |

**Sold To:**  
CITY OF PRYOR  
PO BOX 1167  
PRYOR, OK 74362

**Ship To:**  
CITY OF PRYOR  
ATTN JACK  
6 N TAYLOR  
PRYOR, OK 74362

**RECEIVED**  
APR 20 2015  
CITY CLERK'S OFFICE  
PRYOR CREEK, OK

|           |             |             |              |           |          |       |
|-----------|-------------|-------------|--------------|-----------|----------|-------|
| Order No. | Salesperson | Order Date  | Customer No. | PO Number | Ship Via | Terms |
| J1183     | J           | Apr 1, 2015 | OK4362       | JACK      | FOB      | N30   |

| Qty. Ord. | Qty. Shp. | Qty. B/O | Item Number | Description                                                     | Unit Price | UOM | Extended Price |
|-----------|-----------|----------|-------------|-----------------------------------------------------------------|------------|-----|----------------|
| 135       | 135       | 0        | SPECIALWF   | WHEN FLOODED TURN AROUND DON'T DROWN<br>30 x 30 (DIA) HIP/AL BY | 35.000     | EA  | 4,725.00       |

Due Date      Amount Due  
May 16, 2015      4,725.00

Comments:

Tax summary:

OKLAHOMA : 0.00  
MAYES Cour 0.00  
PRYOR City 0.00

|                           |                 |
|---------------------------|-----------------|
| <b>Merch Subtotal</b>     | <b>4,725.00</b> |
| <b>Misc Chrg Subtotal</b> | <b>0.00</b>     |
| <b>Total sales tax</b>    | <b>0.00</b>     |
| <b>Total amount</b>       | <b>4,725.00</b> |
| <b>Less payment</b>       | <b>0.00</b>     |
| <b>Amount due</b>         | <b>4,725.00</b> |



March 31, 2015

Mayor Jimmy Tramel  
City of Pryor Creek  
P.O. Box 1167  
Pryor Creek, Oklahoma 74362  
[tramelj@pryorok.org](mailto:tramelj@pryorok.org)

Re: Purchase of Pryor Creek Cable System by Vyve Broadband A, LLC

Dear Mayor Tramel:

We are pleased to notify you that Vyve Broadband A, LLC ("Vyve") has purchased the local cable system and franchise in your community from Buford Media Group, LLC, effective as of the date hereof. As required by Section 11.02 of Ordinance No. 2010-16, please find attached hereto Vyve's acceptance of the rights, terms and conditions imposed thereunder.

We are confident that this transaction represents substantial benefits to customers and your community. The Vyve team has a rich history in the cable communications industry. For over 25 years, Vyve's management team has operated systems serving largely non-urban communities very similar to Pryor Creek, investing in infrastructure and facilitating the latest high quality video, voice and data services. Vyve is excited about the opportunity to serve your community. We invite you to visit our website at [www.vyvebroadband.com](http://www.vyvebroadband.com) to learn more about Vyve.

We look forward to working with you. If you have any questions, or if I can be of further assistance, please do not hesitate to contact me at the number below. We would be happy to respond promptly to any questions you may have regarding the transaction.

Sincerely,

A handwritten signature in black ink that reads "Beth Troy".

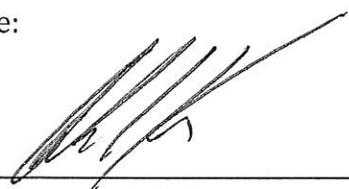
Beth Troy  
Associate General Counsel  
914-234-8321 (Office)  
917-656-3612 (Mobile)  
[Beth.Troy@vyvebb.com](mailto:Beth.Troy@vyvebb.com)

Vyve Broadband, LLC  
Four International Drive  
Suite 330  
Rye Brook, NY 10573

**ACCEPTANCE BY GRANTEE**

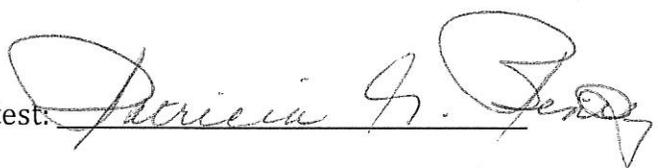
Vyve Broadband A, LLC, a Delaware limited liability company ("Grantee"), hereby accepts the rights, terms and conditions of Ordinance No. 2010-16 attached hereto as Exhibit A hereto (the "Ordinance") as a binding contract upon Grantee, effective as of March 31, 2015. Grantee's acceptance of the rights, terms and conditions of the Ordinance establishes a binding contractual relationship between the City of Pryor Creek and Grantee in accordance with the provisions and conditions set forth in the Ordinance and Grantee, by virtue of having its Executive Vice President and Assistant Secretary sign this Acceptance, hereby agrees to be legally bound by all of the provisions and conditions set forth in the Ordinance.

Grantee:

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

Name: Andrew C. Kober

Title: Executive Vice President, CFO and Assistant Secretary

Attest:  \_\_\_\_\_

Acknowledged and agreed:

The City of Pryor Creek

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

Name: Jimmy Tramel

Title: Mayor

EXHIBIT A  
See attached

ORDINANCE NO. 2010-16

CITY OF PRYOR CREEK, OKLAHOMA

AN ORDINANCE GRANTING A NON-EXCLUSIVE  
FRANCHISE TO WINDJAMMER COMMUNICATIONS LLC  
TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE  
CITY OF PRYOR CREEK, OKLAHOMA, SETTING FORTH CONDITIONS  
ACCOMPANYING THE GRANT OF A FRANCHISE.

Be it ordained by the Mayor and Council of the City of Pryor Creek, Oklahoma, and it is hereby ordained by the Authority of the same as follows:

SECTION 1

STATEMENT OF INTENT AND PURPOSE;

AUTHORITY;

- 1.01. Statement of Intent and Purpose. The City of Pryor Creek ("City") intends, by the adoption of this Ordinance, to authorize the operation of a Cable System by Windjammer Communications LLC, within the City territorial boundaries.
- 1.02. Authority. To the extent that the same may be lawfully given and subject to the provisions of any and all acts of the State of Oklahoma and regulations issued there under, now or in the future, and insofar as the State of Oklahoma has delegated to the City the authority to grant a Franchise for the provision of cable television service and other communication and information services within the City territorial boundaries., in consideration of the faithful performance and observation of the conditions and reservations mutually agreed upon herein, the City hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable television system and the provision of other communications and information services within the City.

SECTION 2

SHORT TITLE

This ordinance shall be known and cited as the "City of Pryor Creek Cable Franchise Ordinance." Within this document it shall also be referred to as "this Franchise."

### SECTION 3

#### DEFINITIONS

For the purpose of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. Words not defined shall be given their common and ordinary meaning.

- 3.01. "Cable Service" means: (i) the transmission to subscribers of video programming or other programming service; and (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 3.02. "Cable Service Territory" shall mean the area to be served by Windjammer Communications LLC, which includes the City of Pryor Creek, Oklahoma.
- 3.03. "Council" means City Council of the City of Pryor Creek, Oklahoma,
- 3.04. "City" shall mean the City of Pryor Creek, Oklahoma.
- 3.05. "FCC" shall mean the Federal Communications Commission.
- 3.06. "Grantee" shall mean Windjammer Communications LLC, and its successors, transferees, or assigns.
- 3.07. "Gross Revenues" means all Subscriber revenues derived from the provision of Cable Service, including monthly fees charged to subscribers for Basic Service; monthly fees charged to subscribers for any optional service; pay television fees; pay-per-view fees; FM service fees; commercial service fees; premium service fees; monthly fees charged to subscribers for any tier of service other than Basic Service; installation, disconnection, and reconnection fees; and converter rentals or sales. This sum shall be the basis for computing the fee imposed pursuant to Section 10.01 hereof. Items to be deducted in computing Gross Revenues include premium service programming fees; and any taxes furnished by the Grantee, which are imposed upon the Grantee or upon any subscriber or user by the state, county, City, or other governmental unit.
- 3.08. "Owner" shall mean a person with a legal or equitable interest in ownership of real property.
- 3.09. "Person" shall mean any corporation, partnership, proprietorship, individual or organization, governmental organization, or any natural person.
- 3.10. "Public Property" shall mean any real property owned by the City, other than a street.

- 3.11. "Street" shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, parkway, drive, or any easement or right-of-way, alley, court, sidewalk, boulevard, parkway, drive, or any easement or right-of-way now or hereafter held by the City, or dedicated to the City, or to general public use.
- 3.12. "System" shall mean a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include: (1) a facility that serves only to retransmit the television signals of one or more television broadcast station; (2) a facility that serves subscribers without *using any* public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a cable system (other than for purposes of section 621(c)) to the extent such facility is used in the transmission of video programming directly to subscribers; or (4) any facilities of any electronic utility used solely for operating its electric utility systems.
- 3.13. "Subscriber" shall mean any person or entity who subscribes to cable television service provided by Grantee by means of the System.

#### SECTION 4

##### GRANT OF AUTHORITY

- 4.01. Grant of Franchise. For the purpose of providing Cable Service and other communications and information services, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Streets and Public Property such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appropriate to cable and information services. Grantee is also authorized to utilize public rights of way and to utilize easements within the City which have been dedicated for compatible uses, as provided for in Section 621(a) (2) of the Cable Communications Policy Act of 1984, as amended.
- 4.02. Franchise Term. The initial term of this Franchise shall commence on June 16, 2012, and shall expire fifteen (15) years from said date, unless renewed as herein provided.

## SECTION 5

### DESIGN AND SERVICES PROVISIONS

- 5.01. Technical Requirements. Grantee shall construct and maintain a System that meets at least the technical standards applied by the FCC. Procedures for testing technical capacity of the System shall conform with the technical and testing standards applied to cable systems by the FCC.
- 5.02. Interference with Reception Outside Cable System. Grantee's installation shall be installed, maintained and operated in a manner which shall not interfere with television or radio reception by means other than by the cable-type systems.

## SECTION 6

### CONSTRUCTION PROVISIONS

- 6.01. Construction Requirements. Grantee shall make use of existing poles and other facilities available to Grantee. Grantee may also erect its own poles and install its own conduit. All poles and conduit installed within the City shall be made available for attachment of use by Grantee, at just and reasonable rates applied to public utilities under the formula presently established in 47 U.S.C. §224.
- 6.02. Construction Codes and Permits. Grantee shall obtain any required permits from the City before commencing construction involving the opening or disturbance of any street or public property. Grantee shall comply with all applicable building and zoning codes. Grantee shall arrange its lines, cables, and other appurtenances, on any street or public property, in such a manner as to cause no unreasonable interference with the usual and customary use of said street or public property by a person.
- 6.03. Repair of Streets and Public Property. Any and all streets or public property which are disturbed or damaged during the construction, operation, or maintenance of the System shall be promptly repaired by Grantee, at its expense and to the condition prior to the disturbance or damage.
- 6.04. Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cable, poles, or other facilities placed pursuant to this Franchise, in order lawfully to move a large object, vehicle, building, or other structure over the streets of the City, upon two (2) weeks' notice by the City to Grantee, Grantee shall move, at the expense of the person requesting the temporary removal, such of this franchise as may be required to facilitate such movements.

- 6.05. Prudent Installation and Operation. Grantee agrees that its installation and operation shall be installed, located, and maintained so as not to endanger or interfere with the life and property of any person or thing; nor interfere with improvements which the City may deem proper; nor hinder or obstruct the free use of streets, alleys, bridges, or other public or private property. In the event the City relocates a street or makes any other change requiring the removal of utility installations, or in the event Grantee does interfere with the public or private property of others, Grantee, at its sole expense, will remove its installation at this location. In the event that a utility is reimbursed by the City for the placement of cable underground or the movement of cable, Grantee shall be reimbursed on the same terms and conditions.

## SECTION 7 OPERATION AND MAINTENANCE

### 7.01. Maintenance and Complaints.

- a. Grantee shall maintain a local or toll-free telephone number available to accept service calls and complaints from subscribers.
- b. Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause.
- c. Any complaints from Subscribers shall be investigated and acted upon as soon as possible.

### 7.02. Safety.

- a. Grantee shall at all times take reasonable precautions for preventing failures and accidents which are likely to cause damage or injury to the public, to employees of Grantee, and to public or private property.
- b. All lines, equipment, and facilities within the City shall at all times be kept and maintained in a safe and suitable condition, and in good order and repair.

### 7.03. Subscriber Practices.

- a. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers on the basis of race, color, religion, natural origin, sex, or age. Grantee shall adhere to the equal employment opportunity requirements of the FCC.
- c. Grantee may conduct promotional campaigns in which standard rates are uniformly discounted or waived.
- d. Grantee may make special contracts for non-profit, charitable, educational, governmental and religious organizations.

- c. Grantee may offer bulk rate discounts for multiple dwellings, hotels, motels, and similar institutions.

## SECTION 8

### FRANCHISE FEE

- 8.01. Amount. Grantee shall annually pay to the City five (5) percent of Gross Revenues, as a franchise fee. The foregoing payment shall be compensation for use of streets and other public property.
- 8.02. Payment Periods. Payment shall be submitted annually on or before June 30 of each year.

## SECTION 9

### REMEDIES, DEFENSES, INSURANCE

- 9.01. Laws Governing. This Franchise shall be governed by and construed in accordance with the laws of the State of Oklahoma, and applicable Federal law.
- 9.02. Notice of Violation. The City shall provide Grantee with a detailed written notice of any Franchise violation upon which it proposes to take action, and a sixty- (60) day period within which Grantee may cure an alleged violation. This sixty- (60) day period shall not begin to run in the event the alleged violation is beyond the Grantee's control or the Grantee is diligently pursuing corrective action. Grantee may, within fifteen (15) days of receiving such notice, notify the Municipality that there is a dispute as to whether a violation has, in fact, occurred. Such notice by Grantee to the City shall detail the matter disputed by Grantee. The City shall hear Grantee's dispute at the next regularly scheduled City meeting. The City and Grantee shall bear their own costs and attorney's fees.
- 9.03. Indemnity.
- (a) Grantee shall indemnify and hold harmless the City at all time during the term of this Franchise, from and against all claims, and including reasonable attorney's fees and legal costs, for injury or damage to persons or property, both real and personal, caused by the construction, erection, operation and maintenance of the System.
  - (b) It is expressly understood that the City has no control, standard or regulation pertaining to the subject matter of programs distributed by Grantee. Grantee agrees to indemnify and save harmless the City, its officers and employees

from all claims, suits and actions at law or equity for libel, slander, patent or copyright infringements; that in the event the City is made a party to Defendant in any action arising out of the subject matter of programs transmitted by Grantee. Grantee shall at its sole cost and expense defend such action and appeals therefrom, including those involving the City.

9.04. Liability Insurance. Throughout the term of this Franchise, Grantee shall maintain a policy of liability insurance covering the Grantee, and naming the City as an additional insured, in the minimum amounts of:

- a. \$1,000,000 for property damage in any one occurrence:
- b. \$1,000,000 for bodily injury to any one person; and
- c. \$1,000,000 for bodily injury in any one occurrence.

Grantee shall furnish a Certificate of Insurance for the required amounts to the City.

9.05. Other Remedies.

- a. From and after of effective date of Franchise, it shall be unlawful for any person to establish, operate, or to carry on the business of distributing to any persons in the Cable Service Territory any television signals or radio signals by means of a System unless a Franchise therefore has first been obtained pursuant to the provisions of this Ordinance, and unless such Franchise is in full force and effect.
- b. No person shall interrupt or receive signals from the System unless specifically authorized to do so by Grantee.
- c. No person shall tamper with, remove, or injure any cable, wires or equipment used with the System unless specifically authorized to do so by Grantee.
- d. No person shall intentionally deprive Grantee of a lawful charge for cable service.
- e. No person shall resell Grantee's cable services without Grantee's express, written consent.
- f. The City and Grantee are expressly reserved their applicable rights and remedies available in law or in equity.

- 9.06. Conditions of Access. In addition to the provisions of Section 4.01, no party who owns or controls any residential multiple dwelling unit, trailer park, condominium, or apartment complex, or subdivision, shall interfere with the right of any tenant or lawful resident thereof to receive service from Grantee.

## SECTION 10

### VARIANCE AND RENEWAL

- 10.01. Variance. Applications for a variance to the Franchise, to accommodate a significant change in circumstances, to prevent unreasonable hardship to Grantee, or to permit technical variations that will satisfy the purpose of the Franchise, may be made by the Grantee to the City. The City shall review the application within fourteen (14) calendar days, or the earliest meeting of the City, and shall issue a report of the findings of the City and shall act on a request within forty-five (45) days.

## SECTION 11

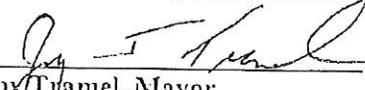
### MISCELLANEOUS

- 11.01. Severability. If any law, ordinance, regulation, or court decision shall render any provision of this Franchise invalid, the remaining provisions of the Franchise shall remain in full force and effect.
- 11.02. Assignability. Grantee shall have the right to assign its rights and privileges hereunder, subject to the terms and conditions herein imposed, such assignment to become effective only upon the assignee's filing with the City a written acceptance of the rights and subject to the terms and conditions herein imposed. Grantee shall have the right to freely assign its rights and privileges hereunder to any company owned, managed or controlled by Grantee or any of its subsidiaries, or to transfer the assets or stock of the company to the financial institution as security for refinancing purposes.
- 11.03. Regulations. City reserves the right to adopt such additional regulations as it deems necessary in the exercise of its police power, provided that such regulation shall be reasonable and not in conflict with the rights granted by ordinance or in this contract.

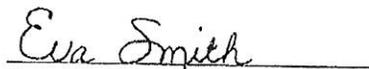
- 11.04. Force Majeure. Prevention or delay of any performance under this Franchise due to circumstances beyond the control of Grantee or the City, unforeseen circumstances, or acts of God, shall not be deemed noncompliance with or a violation of this Franchise.
- 11.05. More Favorable Terms. In the event that the City approves or permits a System to operate in the Cable Service Territory on terms more favorable than those contained in this Franchise; such more favorable terms shall be applicable in this Franchise.
- 11.06. Regulatory Bodies. Grantee shall conduct the operation of its business in accordance with the rules, regulations, and statutes, as amended from time to time, of the Federal Communications Commission and any other duly authorized federal, state, or local authority having jurisdiction. In particular, the Grantee shall, at all times, comply with the rules and regulation governing cable television operations promulgated by the FCC, specifically those set out in The Cable Communications Policy Act of 1984, as amended, and of the FCC Rules and Regulations, and any FCC Rules and Regulations regarding technical and engineering specifications involved in the construction of the CATV system and signal carriage thereon.
- 11.07. Modification of FCC Rules. Consistent with the requirements of The Cable Communications Policy Act of 1984, and of the FCC Rules, any modification of The Cable Communications Policy Act of 1984 resulting from amendment thereto by the FCC shall be to the extent applicable, be considered as a part of this Franchise as of the effective date of the amendment made by the Cable Communications Policy Act of 1984 and the FCC.
- 11.08. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.
- 11.09. This Ordinance shall be effective upon acceptance by the Grantee.

PASSED AND ADOPTED THIS 15<sup>th</sup> day of June A.D., 2010

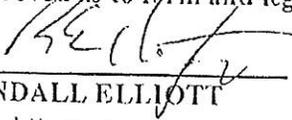
CITY OF PRYOR CREEK  
MAYES COUNTY, OKLAHOMA

  
Jimmy Lyamel, Mayor

ATTEST:

  
Eva Smith, City Clerk

Approved as to form and legality:

A handwritten signature in black ink, appearing to read "R. Elliott", written over a horizontal line.

RANDALL ELLIOTT

City Attorney

Dated: 6-15-2010

ACCEPTANCE BY GRANTEE

Grantee's acceptance of this Ordinance No. 2010-16 is a binding contract upon the Grantee and Grantee's acceptance of this Ordinance establishes a binding contractual relationship between the City of Pryor Creek and the Grantee in accordance with the provisions and conditions set forth in the Ordinance and Grantee here, by virtue of having its Executive Vice President and Assistant Secretary sign this Ordinance, agrees to be legally bound by all of the provisions and conditions set forth in it.

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

Attest: \_\_\_\_\_