

		Current	Renewal	Option 1	Option 2
Carrier		BlueCross & BlueShield	BlueCross & BlueShield	BlueCross & BlueShield	BlueCross & BlueShield
Plan Name		MOBPF001	MOBPF0010	MOHMO0040	MOBAP0070
Plan Type		PPO	PPO	HMO	PPO
Employee Census	Count	Rates	Rates	Rates	Rates
Employee Only	18	\$468.43	\$496.53	\$543.82	In Underwriting Review
Employee / Spouse	19	\$1,030.54	\$1,092.34	\$1,196.36	
Employee / Child(ren)	12	\$866.60	\$918.60	\$1,006.09	
Employee / Family	20	\$1,498.97	\$1,588.89	\$1,740.19	
<b>Total Enrolled</b>	<b>69</b>	<b>69</b>	<b>69</b>	<b>69</b>	
<b>Monthly Premium</b>		<b>\$68,390.60</b>	<b>\$72,493.00</b>	<b>\$79,396.48</b>	<b>Based on Trend</b> 2-3%
<b>Wellness Credit</b>			<b>\$5,500.00</b>	<b>\$5,500.00</b>	
<b>Annual Premium</b>		<b>\$820,687.20</b>	<b>\$864,416.00</b>	<b>\$947,257.76</b>	
<b>Percentage Increase over Current</b>		<b>Current</b>	<b>5.33%</b>	<b>9.58%</b>	

Network	Preferred	Preferred	BlueLincs	Advantage
<b>Deductibles</b>	<b>In Network</b>	<b>In Network</b>	<b>In Network</b>	<b>In Network</b>
Individual	\$500	\$500	\$500	\$500
Family	\$2,500	\$2,500	\$1,500	\$1,500
<b>Coinsurance (Policy - Employee)</b>	80% - 20%	80% - 20%	80% - 20%	80% - 20%
<b>Common Services</b>				
Preventative Services	No Charge	No Charge	No Charge	No Charge
Office Visit	\$20	\$20	\$25	\$25
Specialists Office Visit	\$20	\$20	\$45	\$45
Virtual Visit	\$20	No Charge	No Charge	No Charge
Urgent Care/After Hours Facility	Ded + 20%	\$20	\$50	\$25
Outpatient Surgery	Ded + 20%	Ded + 20%	Ded + 20%	\$100 + Ded + 20%
Inpatient Hospital Visits	Ded + 20%	Ded + 20%	\$250 per Day (\$1,250 Max)	\$150 + Ded + 20%
Hospital Emergency Room	\$100 + Ded + 20%	\$100 + Ded + 20%	\$300	\$300 + Ded + 20%
<b>Prescription Drugs (30 day supply)</b>				
<b>Rx Deductible</b>	N/A	N/A	N/A	N/A
Tier I	\$0 or \$10	\$0 or \$10	\$0 or \$10	\$0 or \$10
Tier II	\$10 or \$20	\$10 or \$20	\$10 or \$20	\$10 or \$20
Tier III	\$35 or \$55	\$35 or \$55	\$35 or \$55	\$35 or \$55
Tier IV	\$75 or \$95	\$75 or \$95	\$75 or \$95	\$75 or \$95
Specialty Rx	\$150 and \$250	\$150 and \$250	\$150 and \$250	\$150 and \$250
Mail Order (Up to a 90 Day Supply)	2.5 x Retail Copay	2.5 x Retail Copay	2.5 x Retail Copay	2.5 x Retail Copay
<b>Diagnostic Services</b>				
Standard Lab / X-Rays	No Charge	No Charge	No Charge	No Charge
Complex X-Rays (MRI, CT / Pet Scan)	Ded + 20%	Ded + 20%	Ded + 20%	Ded + 20%
<b>Annual Out of Pocket Maximum</b>				
Includes Deductibles and Copays	Yes	Yes	Yes	Yes
Individual	\$2,500	\$2,500	\$1,250	\$1,250
Family	\$7,500	\$7,500	\$3,750	\$3,750
<b>Broker Compensation</b>	\$18 per enrolled employee per month			
<b>Maximum Lifetime Benefit</b>	<b>Unlimited</b>	<b>Unlimited</b>	<b>Unlimited</b>	<b>Unlimited</b>





REFERENCE DRAWING

GENERAL NOTES

BASIS OF BEARINGS: ASSUMED BEARING N 00° 5' WEST LINE OF SEC. 5, T 21, R 19 E

LEGEND

- EXISTING FENCE LINE
- EXISTING BUILDING
- LAND LINE
- BOUNDARY LINE
- GIFT LINE
- IRON PIN

LETTER	DATE	DESCRIPTION
REVISIONS		
①		RECORD DRAWINGS
②		CONSTRUCTION
③		DEPT. OF ENVIRONMENTAL QUP
④		UTILITY BOARD APPROVAL
⑤		CITY COUNCIL APPROVAL
⑥		PLANNING & ZONING APPROVA
REV. <td>DATE <td>ISSUED FOR</td> </td>	DATE <td>ISSUED FOR</td>	ISSUED FOR
		CITY OF PRYOR

PROPERTY MAP

SETTLE ENGINEERING CO.  
 409 N.E. FIRST STREET  
 PRYOR, OKLAHOMA 74361  
 PHONE: 918-885-3203 FAX: 918-885-3203  
 CA 110 JUNE 30, 2005



TRACT	CALENDAR YEAR	ON OR BEFORE
A	2005	DEC. 1
B	2006	DEC. 1
C	2007	DEC. 1
D	2008	DEC. 1
E	2009	DEC. 1
F	2010	DEC. 1
G	2011	DEC. 1
H	2012	DEC. 1
I	2013	DEC. 1
J	2014	DEC. 1

City of Pryor  
 Northstar Church  
 Barry Miller

Ray Sherman  
 Donovan, T  
 ODOT









PRELIMINARY COST ESTIMATE  
PRYOR, OK SPORTS COMPLEX

12/2/2015 0:00

ITEM	DESCRIPTION	COST
1	<u>site grading</u>	\$1,711,000.00
2	<u>water supply</u>	\$169,900.00
3	<u>sanitary sewer</u>	\$406,000.00
4	<u>storm drainage</u>	\$500,000.00
5	<u>roadway/parking</u>	\$1,928,000.00
6	<u>10 Baseball fields</u>	\$4,451,468.20
7	<u>3 Soccer Fields</u>	\$893,489.97
8	<u>4 Tennis Courts</u>	\$320,000.00
9	<u>Skate Park</u>	\$500,000.00
10	<u>10 pavillions</u>	\$204,646.90
11	<u>landscaping</u>	\$175,000.00
12	<u>signage</u>	\$15,000.00
13	<u>site lighting</u>	\$350,000.00
14	<u>Electrical (general)</u>	\$275,000.00
16	<u>Misc. Mobilization, ins., bonds</u>	\$356,985.15
	Subtotal	<u>\$12,256,490.22</u>
	contingency (10%)	\$1,225,649.02
	estimate of probable cost of construction	<u>\$13,482,139.24</u>
	Topographic Survey	\$35,000.00
	Design (8%)	\$980,519.22
	Services During Construction (4%)	\$490,259.61
	estimated total cost of project	<u>\$14,987,918.07</u>

Account	Seller	Date	Address	Legal Description	Acreage	Notes
490004727				E2NENE 13-21N-18E	20	
490004987				Pryor Acreage 25-21N-18E	5	
490004988				Pryor Acreage 25-21N-18E	107	Pryor Waste & Recycle
490005239	Giles, Tom	2012		Pryor Acreage 5-21N-19E	17.3	
490005240	Giles, Tom	2014		Pryor Acreage 5-21N-19E	35	
490005243	Giles, Tom	2012		Pryor Acreage 5-21N-19E	78.94	
490005269	Giles, Tom	2005		Pryor Acreage 6-21N-19E	33.74	
490005491	Gooldy, William	1993		Pryor Acreage 16-21N-19E	1.93	
490005515				Pryor Acreage 19-21N-19E	25	
490005613				S 280' of E/2NENWNW 29-21N-19E	2.12	Waste Water Facility
490005959				W 396' of NWSNW 9-21N-20E	6	
490015940	Bannister, Carol	2010	313 N Vann	Pryor OT Blk 2, Lot 3 & N 25' Lot 4		
490015989				Pryor OT Blk 6, Pt of Lt 1		
490016053	Bonds, Tommy		110 N Rowe	Pryor OT Blk 11, Lot 8		
490016070	Wheeler Develop	2006		Pryor OT Blk 12, S65' of N68' Lt 14		Lt next to Teddie Rae's
490016074	Wheeler Develop	2006	101 N Rowe	Pryor OT Blk 12, S12' Lt 14, all of Lt 15		Old Jim Green Funeral
490016135				Pryor OT Blk 19 S 24' of Lt 11,12 Lts 13-16		Library
490016161	Moots, Glen	1995	14 N Rowe	Pryor OT Blk 21, Lot 8		
490016162	Moots, Glen	1995	N Rowe	Pryor OT Blk 21, Lot 9		
490016165	Larson, Robert	1995	12 N Rowe	Pryor OT Blk 21, Lot 12		New City Hall
490016169	Chambers, Juanita	2014	Graham	Pryor OT Blk 21 Pt of Lot 15&16		Pocket Park
490016196			Alley	Pryor OT Blk 23, S30' of E50' of Lot 11		
490016197				Pryor OT Blk 23, S 75' Lt 12		Old City Hall
490016199	Greer, David	1992	Graham	Pryor OT Blk 23, Pt of Lt 16, Lot 17, 18, Pt of Lt 19		Community Bldg Parking
490016230				Pryor OT Blk 28, W80' Lt 5		Community Garden
490016236			Taylor	Pryor OT Blk 29, Pt of Lt 4 & 5 10' of Vacated Taylor St.		Street Dept.
490016304			E Graham	Pryor OT Blk 35, N78' Lt 15, N78' of W/2 Lt 14		Chamber of Commerce
490016373				Pryor OT Blk 39, N 18' of S26' of Lt 10, W 10' of Alley		
490016378			700 E Graham	Pryor OT Blk 41, N61' Lots 1,2		PYO
490016517			S Mayes	Pryor OT Blk 55, W50' of Lots 1,3,4,7,8,11,12,15 All of Lots 2,5,6,9,10,13,14		Bobby Buck
490016528	Hadden, Richard	2005	201 S Edith	Pryor OT Blk 57, Lot 2		
490016539	Eddings, John	2006	S Edith St. <del>231</del>	Pryor OT Blk 57, S 80' of Lot 11 <i>back of lot</i>		
490016576			S Mill	Pryor OT Blk 61, Lts 5,6,7,8		Police
490017180	Cooper, Marlon	2005	SW First	Collins Add. Blk 1, E35' Lt 19, W/2 Lt 21, Lt 20		
490017457				Ellendale First Blk 1, Beg NE Cor Lot 1-W30' SELY on 45 Angle 42.43' to E Line-N30' to POB		
490018127	Eddings, John	2006	231 S Edith	Landrum Add Blk 57, S 80' of Lot 11 <i>front of lot</i>		
490018666	Davis, Debra J	2009	714 S Adair	South Pryor Blk 5 Lot 9		
490018691				South Pryor Blk 7 S10' of Lt 10 (9th Street)		
490018702				South Pryor Add. Blk 8, S 10' of Lts 9,10		
490018710				South Pryor Add. Blk 9, S 10' of Lot 10		
490018723				South Pryor Add. Blk 10, S 5' of Lt 10		
490018931	Shade, James	2015	203 N Indianola	Whitaker Blk 20, Lt 23		
490018945				Whitaker Blk 21, S 30' of Lt 15, All Lt 16		Water Tower
490019024	Diane Bryant	2019	14 N Bailey	Whitaker Add. Blk 26A, Lots 9 & 10, N 12 1/2' of vacated st adjacent to lots 9 & 10	2 lots	<i>Drainage Project</i>
490019068	ODOT	2002		Whitaker Add. Blk 29, Lot 13		
490019069	ODOT	2002	41 N Elliott	Whitaker Add. Blk 29, Lts 14,15,16,17 N of Hwy		
490019281	Harless, Don	2017	S Orphan	W.T. Whitaker Add Blk 39, Lot 1		
490019293	Harless, Don	2017	205 S Indianola	W.T. Whitaker Add Blk 39, Lots J,K		
490019424				GG Woods Add. Blk 1, Lt 26		
490019538				Pryor Acreage 13-21N-18E		
490019540				Pryor Acreage 24-21N-18E	5	
490019724	Stamper, Henry	1999	400 N Galther Rd.	Pryor Acreage 8-21N-19E	71.94	Soccer
490019801				Pryor Acreage 17-21N-19E		Fire Station
490019804	State of Oklahoma	2004		Pryor Acreage 17-21N-19E	15	Rec Center
490019805	OK Dept of Human Svc	2009		Pryor Acreage 17-21N-19E	0.17	
490019893	OD Mayor	2001		Pryor Acreage 19-21N-19E	9	
490019897				Pryor Acreage 19-21N-19E	28	
490019923	Williams Family Trust	2000		Pryor Acreage 19-21N-19E	10	<i>Centennial Park</i>
490019944				Pryor Acreage 20-21N-19E	3.15	
490031271	Giles, Tom	2008		Pryor Acreage 5-21N-19E	17.3	
490031352	Watkins, Barney	2009		Pryor Acreage 7-21N-19E (% of MUB)	2	
490032152	Giles, Tom	2010		Pryor Acreage 5-21N-19E	17.8	
490032813	Giles, Tom	2010		Pryor Acreage 5-21N-19E	17.38	
490034737				Pryor Acreage 13-21N-18E	29.72	Baseball Field





# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

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Assessment Data			Primary Image				
Account	490015940		No Image On File				
Parcel ID	1001-00-002-003-0-001-00						
Cadastral ID	1001-002-003-00-0-001-00						
Property Type	REAL - Real Property						
Property Class	E						
Tax Area	14 - Pryor City I-1						
Lot Size	1.25 - Lots						
Owners Name	CITY OF PRYOR PO BOX 1167 PRYOR OK 74362-0000						
<b>Parcel Location</b>							
Situs	00313 N VANN						Image Date
Subdivision	PRYOR ORIGINAL						
Lot/Block	0003 / 0002						
Sec/Twn/Rng	- - -						
Neighborhood	101000 - 1001,1090,1240,1250,1310,1330,1390,1400,1420,1430,1520,1530						
<b>Legal Description</b>							
PRYOR ORIG 1174/415 BLK 2 LOT 3, N 25' LOT 4							
<b>Valuation</b>	<b>Current Year</b>	<b>2019</b>	<b>Tax Detail (Millages)</b>		<b>%</b>	<b>Mills</b>	<b>Dollars</b>
Land Value	24,257	22,750	C001	Mayes County			
Improvements	0	0		General Fund	12.1	10.33	.00
Mobile Home	0	0		Health Fund	1.8	1.55	.00
Fair Market Value	24,257	22,750		Common Fund	4.8	4.13	.00
Taxable Value - Capped	0	0	T001	Pryor City			
Assesment Ratio	11.2%	11.2%	SI01	Pryor School			
Gross Assessed	0	0		General Fund	41.9	35.79	.00
Exemptions	0	0		Building Fund	6.0	5.11	.00
Net Assessed	0	0		Sinking Fund	20.1	17.15	.00
Tax Rate	85.3900	85.3900	V001	Vo Tech - 1			
Estimated Taxes	0.00	0.00		General Fund	12.1	10.33	.00
				Building Fund	1.2	1.00	.00



# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

Sale History							
Instrument	Book	Page	Grantor	Date	Price	Code	
1174-415	1174	415	BANNISTER, CAROL A	06/2010	0	U	

Billed History							
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax	
2019	CITY OF PRYOR	14	22,750	0	0	0.00	
2018	CITY OF PRYOR	14	19,550	0	0	0.00	
2017	CITY OF PRYOR	14	19,550	0	0	0.00	
2016	CITY OF PRYOR	14	20,797	0	0	0.00	
2015	CITY OF PRYOR	14	20,797	0	0	0.00	
2014	CITY OF PRYOR	14	20,797		0	1.00	
2013	CITY OF PRYOR	14	20,797		0	1.00	
2012	CITY OF PRYOR	14	20,947		0	1.00	
2011	CITY OF PRYOR	14	20,947		0	1.00	
2010	CITY OF PRYOR	14	31,997		2,329	189.00	

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

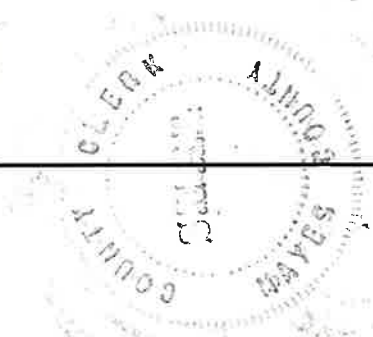
### Attached Images

Image ID 6804  
 Image Date 11/1/2015



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**COUNTY TREASURER'S RESALE DEED**  
(INDIVIDUAL)

WHEREAS, DEMECIA FRANKLIN County Treasurer  
of MAYES COUNTY, State of Oklahoma, on June 14, 2010  
sold separately and singly, in the manner provided by law, at tax resale and BILLY NICHOLS  
bid in for CITY OF PRYOR, PO BOX 1167 PRYOR, OK 74362  
the real estate hereinafter described, and

WHEREAS, all proceedings, notices and duties provided, required and imposed by law prerequisite to the vesting of authority in  
said County Treasurer to execute this resale deed have been followed, given, complied with and performed, and

WHEREAS, the said DEMECIA FRANKLIN County Treasurer  
is now by law vested with power and authority to execute this resale deed,

NOW, THEREFORE, this indenture made on June 14, 2010 between  
the State of Oklahoma, by DEMECIA FRANKLIN the Treasurer of  
MAYES COUNTY, of the first part, and CITY OF PRYOR



of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum  
paid, to-wit 2,003.45

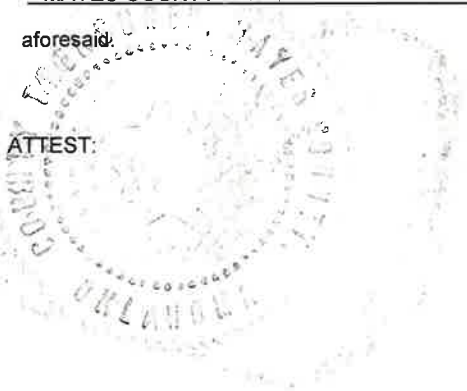
hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the second part, his  
(or her) heirs, executors, administrators, and assigns, forever, the following separately described tracts, parcels, or lots of land so sold  
separately and singly for the amount bid in the total sum set opposite each, all of said tracts, parcels, or lots of land being located in  
MAYES COUNTY, Oklahoma to-wit:

DESCRIPTION	City, Town, or Subdivision	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
PRYOR ORIG BLK 2 LOT 3, N 25' LOT 4	PRYOR	00	002	003	2,003.45

To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the second part,  
his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer of said County  
is empowered by law to sell the same.

In testimony whereof, the DEMECIA FRANKLIN, Treasurer of said  
MAYES COUNTY, State of Oklahoma, has hereunto set his hand and seal the day and year

aforesaid.



ATTEST:

STATE OF OKLAHOMA

(SEAL)

By Demecia Frankl  
County Treasurer

*10.00/City of Pryor*



# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

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Assessment Data			Primary Image				
Account	490016053		No Image On File				
Parcel ID	1001-00-011-008-0-001-00						
Cadastral ID	1001-011-008-00-0-001-00						
Property Type	REAL - Real Property						
Property Class	E						
Tax Area	14 - Pryor City I-1						
Lot Size	1.00 - Lots						
Owners Name	CITY OF PRYOR PO BOX 1167 PRYOR OK 74362-0000						
<b>Parcel Location</b>							
Situs	00110 N ROWE						Image Date
Subdivision	PRYOR ORIGINAL						
Lot/Block	0008 / 0011						
Sec/Twn/Rng	---						
Neighborhood	101000 - 1001,1090,1240,1250,1310,1330,1390,1400,1420,1430,1520,1530						
<b>Legal Description</b>							
PRYOR ORIG BLK 11 LOT 8 816/677							
<b>Valuation</b>	<b>Current Year</b>	<b>2019</b>	<b>Tax Detail (Millages)</b>		<b>%</b>	<b>Mills</b>	<b>Dollars</b>
Land Value	23,484	22,000	C001	Mayes County			
Improvements	0	0		General Fund	12.1	10.33	.00
Mobile Home	0	0		Health Fund	1.8	1.55	.00
Fair Market Value	23,484	22,000		Common Fund	4.8	4.13	.00
Taxable Value - Capped	0	0	T001	Pryor City			
Assesment Ratio	11.2%	11.2%	SI01	Pryor School			
Gross Assessed	0	0		General Fund	41.9	35.79	.00
Exemptions	0	0		Building Fund	6.0	5.11	.00
Net Assessed	0	0		Sinking Fund	20.1	17.15	.00
Tax Rate	85.3900	85.3900	V001	Vo Tech - 1			
Estimated Taxes	0.00	0.00		General Fund	12.1	10.33	.00
				Building Fund	1.2	1.00	.00





# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

### Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
I-1996-690762	1364	444	BONDS, TOMMY LEROY	08/2018		16
816-677	816	677	PLUMLEE, RAY	09/1996	35,000	Q

### Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	CITY OF PRYOR	14	22,000	0	0	0.00
2018	CITY OF PRYOR	14	68,108	0	0	0.00
2017	BONDS, TOMMY LEROY	14	70,473	1,000	5,918	467.00
2016	BONDS, TOMMY LEROY	14	65,422	1,000	5,716	456.00
2015	BONDS, TOMMY LEROY	14	65,422	1,000	5,520	446.00
2014	BONDS, TOMMY LEROY	14	97,072		5,330	432.00
2013	BONDS, TOMMY LEROY	14	97,072		5,146	437.00
2012	BONDS, TOMMY LEROY	14	85,672		4,967	423.00
2011	BONDS, TOMMY LEROY	14	85,672		4,967	403.00
2010	BONDS, TOMMY LEROY	14	85,672		4,967	403.00

### Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

### Attached Images

JOINT TENANCY  
WARRANTY DEED

(Individual Form)

KNOW ALL MEN BY THESE PRESENTS:

That Ray Plumlee a/k/a Blackie Plumlee & Delores Marie Plumlee,  
Husband & Wife

, parties of the first part,  
in consideration of the sum of TEN AND NO/100-----dollars  
and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell  
and convey unto Tommy Leroy Bonds & Karen Lynn Bonds, Husband & Wife  
110 N. Rowe  
Pryor, OK 74361

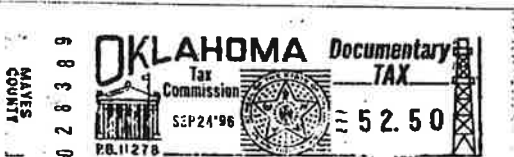
as joint tenants and not as tenants in common, with the right of survivorship, the whole estate to vest in the survivor in event  
of the death of either, parties of the second part, the following described real property and premises situate in  
Mayes County, State of Oklahoma, to-wit:

Lot Numbered Eight (8), in Block Numbered Eleven (11), in the  
Incorporated Town of PRYOR CREEK, Mayes County, State of  
Oklahoma, according to the United States Government Survey and  
Plat thereof.

490988

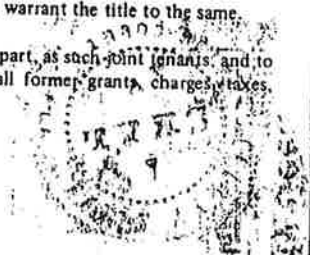
STATE OF OKLAHOMA } SS  
COUNTY OF MAYES }  
This instrument was Filed for Record  
at 10:30 o'clock A M  
SEP 24 1996

LAUREL RABON, County Clerk  
R. Jettfield Deputy



together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as such joint tenants, and to  
the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes,  
judgments, mortgages and other liens and incumbrances of whatsoever nature.



Signed and delivered this 24<sup>th</sup> day of September, 1996  
Ray Plumlee  
Delores Marie Plumlee

STATE OF OKLAHOMA }  
COUNTY OF Mayes } SS: INDIVIDUAL ACKNOWLEDGEMENT  
(Oklahoma Form)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24<sup>th</sup> day of  
September, 1996, personally appeared Ray Plumlee and Delores  
Marie Plumlee Husband and Wife

BOOK 816 PAGE 677

to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they  
executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.  
My commission expires March 16, 1998 Brenda Craig, Notary Public

Compliments of Chicago Title Insurance Company.

\$8.00 - Delores Plumlee



# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

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Assessment Data			Primary Image			
Account	490016528		No Image On File			
Parcel ID	1001-00-057-002-0-001-00					
Cadastral ID	1001-057-002-00-0-001-00					
Property Type	REAL - Real Property					
Property Class	E					
Tax Area	14 - Pryor City I-1					
Lot Size	1.00 - Lots					
Owners Name	CITY OF PRYOR CREEK PO BOX 1167 PRYOR OK 74362-0000					
Parcel Location						
Situs	00201 S EDITH					
Subdivision	PRYOR ORIGINAL					
Lot/Block	0002 / 0057					
Sec/Twn/Rng	---					
Neighborhood	107000 - PRYOR COMMERCIAL					
Legal Description			Image Date			
PRYOR ORIG BLK 57 LOT 2 1055/942						
Valuation	Current Year	2019	Tax Detail (Millages)	%	Mills	Dollars
Land Value	63,000	60,750	C001 Mayes County			
Improvements	0	0	General Fund	12.1	10.33	.00
Mobile Home	0	0	Health Fund	1.8	1.55	.00
Fair Market Value	63,000	60,750	Common Fund	4.8	4.13	.00
Taxable Value - Capped	0	0	T001 Pryor City			
Assesment Ratio	11.2%	11.2%	SI01 Pryor School			
Gross Assessed	0	0	General Fund	41.9	35.79	.00
Exemptions	0	0	Building Fund	6.0	5.11	.00
Net Assessed	0	0	Sinking Fund	20.1	17.15	.00
Tax Rate	85.3900	85.3900	V001 Vo Tech - 1			
Estimated Taxes	0.00	0.00	General Fund	12.1	10.33	.00
			Building Fund	1.2	1.00	.00





# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

## Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
1055-942	1055	942	HADDEN, RICHARD	12/2005	0	U

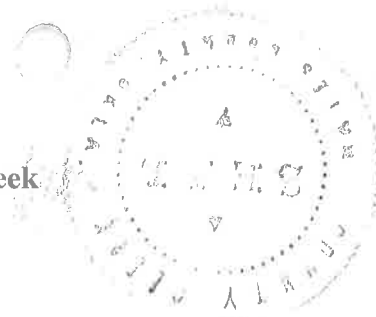
## Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	CITY OF PRYOR CREEK	14	60,750	0	0	0.00
2018	CITY OF PRYOR CREEK	14	60,750	0	0	0.00
2017	CITY OF PRYOR CREEK	14	60,750	0	0	0.00
2016	CITY OF PRYOR CREEK	14	60,750	0	0	0.00
2015	CITY OF PRYOR CREEK	14	60,750	0	0	0.00
2014	CITY OF PRYOR CREEK	14	60,750		0	1.00
2013	CITY OF PRYOR CREEK	14	60,750		0	1.00
2012	CITY OF PRYOR CREEK	14	22,230		0	1.00
2011	CITY OF PRYOR CREEK	14	22,230		0	1.00
2010	CITY OF PRYOR CREEK	14	22,230		0	1.00

## Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

The City of Pryor Creek  
6 North Adair  
Pryor, Ok 74361



18  
L-2  
B-57

**QUIT CLAIM DEED**

-1996-589483 12/22/2005 12:47 pm  
Book 1055 Page(s) 0942-0943  
Fee: \$ 15.00 Doc: \$ 0.00  
Rita Littlefield - Mayes County Clerk  
State of Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

That Richard Paul Hadden and Jacqueline Renee Hadden, husband and wife, parties of the first part in consideration of the sum of One & No/100 dollars, and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby quitclaim, grant, bargain, sell and convey unto The City of Pryor Creek, a Municipal Corporation, party of the second part, all their right, title and interest, estate, and every claim and demand, both at law and in equity, in and to all the following described real property and premises situated in Mayes County, State of Oklahoma, to-wit:

Lot Numbered Two (2) in Block Numbered Fifty-Seven (57) in the Original Town of PRYOR CREEK, according to the United States Government Survey and Plat thereof.

together with all the improvements thereon and the appurtenances thereunto belonging.

To have and to hold the above described premises unto the said party of the second part, its successors and assigns forever.

NO DOCUMENTARY STAMPS REQUIRED, VALUE IS LES THAN \$100.00

Signed and delivered this 11<sup>th</sup> day of February, 2005.

*Richard Paul Hadden*  
RICHARD PAUL HADDEN

*Jacqueline Renee Hadden*  
JACQUELINE RENEE HADDEN

10<sup>00</sup> Eva Smith

BOOK 1055  
PAGE 942

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF MAYES )

The above and foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 2005, by Richard Paul Hadden and Jacqueline Renee Hadden, husband and wife.



Pamela J. Kuder  
NOTARY PUBLIC

My Commission Expires: 9-21-08

Notary Public No. 04008590



F:\document\CIVIL\GENERAL\Pryor 98035\Pleadings\Q-C Deed Richard Paul Hadden and wife to City of Pryor 2-10-05.wpd



GENERAL WARRANTY DEED

THIS INDENTURE, made this 7 day of November, 2016 between **Michael R. Drywater and Denise E. Drywater**, husband and wife, party of the first part, hereinafter called "Grantor" (whether one or more) and the **City of Pryor Creek**, Oklahoma, party of the second part, hereinafter called "Grantee"(whether one or more).

**WITNESSETH:** That in consideration of the sum of Ten Dollars and other good and valuable consideration, duly paid, the receipt and sufficiency of which is hereby acknowledged, said Grantor does, by these presents, grant, bargain, sell and convey unto said Grantee, its successors and assigns, all of the following described real estate, situated in the County of Mayes, State of Oklahoma, to-wit:

*The Southerly Eighty (80) Feet of Lot Eleven (11) in Block Fifty-seven (57) in the Incorporated Town of Pryor Creek, Mayes County, state of Oklahoma, according to the United States Government Survey and Plat thereof.*

AND

*The Southerly Eighty (80) Feet of Lot Eleven (11) in Block Fifty-seven (57) in the LANDRUM ADDITION to the Incorporated Town of Pryor Creek, Mayes County, state of Oklahoma, according to the Official Survey and Plat thereof.*

**TO HAVE AND TO HOLD THE SAME**, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said Grantor and their heirs, executors and administrators does hereby covenant, promise and agree to and with said Grantee, at the delivery of these presents that Grantor is lawfully seized in his/her/their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easements and building restrictions of record and special assessments not yet due; and that Grantor will WARRANT AND FOREVER DEFEND the same unto the said Grantee, its successors and assigns.

**IN WITNESS WHEREOF**, the said Grantor, has hereunto set his/her/their hand the day and year above written.

*Michael R. Drywater*  
Michael R. Drywater, Grantor

*Denise E. Drywater*  
Denise E. Drywater, Grantor

STATE OF OKLAHOMA     )  
COUNTY OF MAYES     ) ss

**BEFORE ME**, the undersigned, a Notary Public, in and for said County and State, on this 7<sup>th</sup> day of November, 2016, personally appeared **Michael R. Drywater and Denise E. Drywater** to me known to be the identical person(s) who executed the within and foregoing that he/she/they executed the same as his/her/their free and arposes therein set forth.

reunto set my official signature and affixed my notarial seal the

*Market Value*  
*\$8,695*

*Jara Jaguel*  
Notary Public

\*\* No Documentary Stamp Tax per OKLA. STAT. Tit. '68 §3202(11)

**AFFIDAVIT OF  
Michael R. Drywater and Denise E. Drywater  
REGARDING  
Donation of Property and Statement Concerning Identity and  
Statement of Judgment at Book 1109, Page 799, Mayes County Oklahoma Land Records**

**OKLA. STAT. Tit. 16 § 83**

State of Oklahoma    ]  
County of Mayes     ]        ss

**Michael R. Drywater and Denise E. Drywater**, husband and wife, each being of lawful age and first duly sworn upon their oath individually and separately deposes and says:

1. I am the current record owner of that certain property described as follows, to-wit:  
*The Southerly Eighty (80) Feet of Lot Eleven (11) in Block Fifty-seven (57) in the Incorporated Town of Pryor Creek, Mayes County, state of Oklahoma, according to the United States Government Survey and Plat thereof.*

**AND**

*The Southerly Eighty (80) Feet of Lot Eleven (11) in Block Fifty-seven (57) in the LANDRUM ADDITION to the Incorporated Town of Pryor Creek, Mayes County, state of Oklahoma, according to the Official Survey and Plat thereof.*

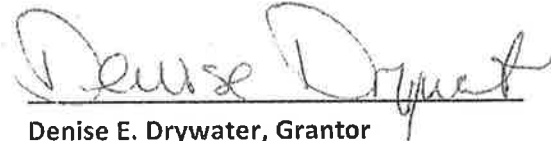
2. As owner of the above described property I have determined of my own free will to donate the property to the City of Pryor Creek, Mayes County, State of Oklahoma. I have not be bribed, threatened, forced, coerced or in any manner influenced to make the donation to the City.
3. On the 28th day of January 2015, after having received advanced notice of a hearing to be conducted by the City regarding the determination to be made of the property's status as a nuisance or dilapidated property according to law, I chose not to appear or otherwise defend against the determination to be made by the City and consented to its status as a nuisance or dilapidated property according to law.
4. Following the action by the City as above stated in" paragraph 3" wherein the property was declared to be a nuisance/dilapidated property, the status/condition was abated by the City and a lien filed for costs related to the abatement.
5. I personally contacted the City and expressed that I desired to donate the property to the City. I did this of my own choosing and accord and free will, knowingly, thoughtfully, and without any influence from the City or any agent of the City.
6. I am aware that a general judgment lien has been recorded in Book 1109 at Page 799 of the land records of the County Clerk in Mayes County, State of Oklahoma, regarding that

certain District Court Case of CJ-2007-205, a true and exact copy of which is attached hereto as "Exhibit A".

7. I hereby represent that the Judgment debtor as reflected in the Statement of Judgment attached hereto as "Exhibit A", to-wit: Michael Drywater, Jr. named in the suit as a Defendant is not the same person as Michael R. Drywater.
8. I understand that the City, in accepting this donation of property, is acting in reliance upon my representations made in this document and agree to hold the City harmless from all loss, cost, or damage now existing or hereafter arising as a result of, or flowing from, or arising under the matter concerning District Court Case of CJ-2007-205, a true and exact copy of which is attached hereto as "Exhibit A".
9. Michael R. Drywater is one and the same person as Michael B. Drywater identified in that certain Warranty Deed Dated April 14, 2006 and recorded April 19, 2006 in Book 1064 at Page 1016 of the land records of the Mayes County Clerk, State of Oklahoma. The foregoing deed contained a scrivener's error indicating the incorrect middle initial.
10. This affidavit is made upon personal knowledge of the affiant.



Michael R. Drywater, Grantor



Denise E. Drywater, Grantor

STATE OF OKLAHOMA )  
COUNTY OF MAYES ) ss

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7<sup>th</sup> day of November, 2016, personally by **Michael R. Drywater and Denise E. Drywater** to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth as their sworn statement.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

  
Notary Public

My Commission Expires: 5-18-2018









# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

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Assessment Data			Primary Image				
Account	490016539		No Image On File				
Parcel ID	1001-00-057-011-0-001-00						
Cadastral ID	1001-057-011-00-0-001-00						
Property Type	REAL - Real Property						
Property Class	E						
Tax Area	14 - Pryor City I-1						
Lot Size	0.55 - Lots						
Owners Name	CITY OF PRYOR CREEK PRYOR OK 74361-0000						
<b>Parcel Location</b>							
Situs	S EDITH						Image Date
Subdivision	PRYOR ORIGINAL						
Lot/Block	0011 / 0057						
Sec/Twn/Rng	- - -						
Neighborhood	101000 - 1001,1090,1240,1250,1310,1330,1390,1400,1420,1430,1520,1530						
<b>Legal Description</b>							
PRYOR ORIG BLK 57 S 80' OF LOT 11 1064/1016							
Valuation	Current Year	2019	Tax Detail (Millages)		%	Mills	Dollars
Land Value	12,755	11,908	C001	Mayes County			
Improvements	0	0		General Fund	12.1	10.33	.00
Mobile Home	0	0		Health Fund	1.8	1.55	.00
Fair Market Value	12,755	11,908		Common Fund	4.8	4.13	.00
Taxable Value - Capped	0	0	T001	Pryor City			
Assesment Ratio	11.2%	11.2%	SI01	Pryor School			
Gross Assessed	0	0		General Fund	41.9	35.79	.00
Exemptions	0	0		Building Fund	6.0	5.11	.00
Net Assessed	0	0		Sinking Fund	20.1	17.15	.00
Tax Rate	85.3900	85.3900	V001	Vo Tech - 1			
Estimated Taxes	0.00	0.00		General Fund	12.1	10.33	.00
				Building Fund	1.2	1.00	.00



# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

## Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
I-1996-676994	1321	258	DRYWATER, MICHAEL R & DENISE E	11/2016		01
1064-1016	1064	1016	EDDINGS, JOHN & ALICE	04/2006	15,000	MQ

## Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	CITY OF PRYOR CREEK	14	11,908	0	0	0.00
2018	CITY OF PRYOR CREEK	14	10,002	0	0	0.00
2017	CITY OF PRYOR CREEK	14	10,002	0	0	0.00
2016	DRYWATER, MICHAEL R & DENISE E	14	6,501	0	728	58.00
2015	DRYWATER, MICHAEL R & DENISE E	14	6,501	0	728	59.00
2014	DRYWATER, MICHAEL R & DENISE E	14	6,501		728	59.00
2013	DRYWATER, MICHAEL R & DENISE E	14	6,501		728	62.00
2012	DRYWATER, MICHAEL R & DENISE E	14	9,288		1,040	88.00
2011	DRYWATER, MICHAEL R & DENISE E	14	9,288		1,040	84.00
2010	DRYWATER, MICHAEL R & DENISE E	14	9,288		1,040	84.00

## Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							





# Mayes


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Assessment Data		Primary Image				
Account	490018127	 <p>\\192.168.10.3\PICTURES\1300-00-057-011-0-001-00-2.JPG Image Date 11/1/2015</p>				
Parcel ID	1300-00-057-011-0-001-00					
Cadastral ID	1300-057-011-00-0-001-00					
Property Type	REAL - Real Property					
Property Class	E					
Tax Area	14 - Pryor City I-1					
Lot Size	0.55 - Lots					
Owners Name	CITY OF PRYOR CREEK PRYOR OK 74361-0000					
Parcel Location						
Situs	00231 S EDITH					
Subdivision	LANDRUM					
Lot/Block	0011 / 0057					
Sec/Twn/Rng	- - -					
Neighborhood	101000 - 1001,1090,1240,1250,1310,1330,1390,1400,1420,1430,1520,1530					
Legal Description						
LANDRUM ADD BLK 57 S 80' OF LOT 11 1064/1016						
Valuation	Current Year	2019	Tax Detail (Millages)	%	Mills	Dollars
Land Value	8,956	8,695	C001 Mayes County			
Improvements	0	0	General Fund	12.1	10.33	.00
Mobile Home	0	0	Health Fund	1.8	1.55	.00
Fair Market Value	8,956	8,695	Common Fund	4.8	4.13	.00
Taxable Value - Capped	0	0	T001 Pryor City			
Assement Ratio	11.2%	11.2%	SI01 Pryor School			
Gross Assessed	0	0	General Fund	41.9	35.79	.00
Exemptions	0	0	Building Fund	6.0	5.11	.00
Net Assessed	0	0	Sinking Fund	20.1	17.15	.00
Tax Rate	85.3900	85.3900	V001 Vo Tech - 1			
Estimated Taxes	0.00	0.00	General Fund	12.1	10.33	.00
			Building Fund	1.2	1.00	.00



# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

### Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
I-1996-676994	1321	258	DRYWATER, MICHAEL R & DENISE E	11/2016		01
1064-1016	1064	1016	EDDINGS, JOHN & ALICE	04/2006	15,000	MQ

### Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	CITY OF PRYOR CREEK	14	8,695	0	0	0.00
2018	CITY OF PRYOR CREEK	14	8,695	0	0	0.00
2017	CITY OF PRYOR CREEK	14	8,695	0	0	0.00
2016	DRYWATER, MICHAEL R & DENISE E	14	7,764	0	870	69.00
2015	DRYWATER, MICHAEL R & DENISE E	14	7,764	0	870	70.00
2014	DRYWATER, MICHAEL R & DENISE E	14	19,364		2,169	176.00
2013	DRYWATER, MICHAEL R & DENISE E	14	19,364		2,169	184.00
2012	DRYWATER, MICHAEL R & DENISE E	14	27,714		3,104	264.00
2011	DRYWATER, MICHAEL R & DENISE E	14	27,714		3,104	252.00
2010	DRYWATER, MICHAEL R & DENISE E	14	27,714		3,104	252.00

### Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

### Attached Images

Image ID 58291  
Image Date 11/5/2015

Sketch Image. Saved : 12/09/2015 12:38:31A

Image ID 9520  
Image Date 11/1/2015



\\192.168.10.3\PICTURES\1300-00-057-011-0-001-00.JPG



**Mayes**

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

**Attached Images**

Image ID 45365  
Image Date 11/1/2015



\\192.168.10.3\PICTURES\1300-00-057-011-0-001-00-1.JPG



f.

Account: 490016539 Owners Name: CITY OF PRYOR CREEK  
Parcel ID: 1001-00-057-011-0-001-C Situs: S EDITH

Assessment Data		Valuation Data	
Mail Info:	PRYOR OK 74361-0000	Market Value:	12,755
		Taxable Market:	0
		Gross Assessed:	0
		Ex Code:	
Cadastral:	1001-057-011-00-0-001-C	Ex Amount:	0
Tax District:	14 - Pryor City I-1	Net Assessed:	0
Property Class:	E - Exempt		
Lot Size:	0.55 Lots		
Legal:	PRYOR ORIG BLK 57 S 80' OF LOT 11 1064/1016		



g.



Account:	490018127	Owners Name:	CITY OF PRYOR CREEK
Parcel ID:	1300-00-057-011-0-001-C	Situs:	00231 S EDITH

Assessment Data	
Mail Info:	PRYOR OK 74361-0000
Cadastral:	1300-057-011-00-0-001-C
Tax District:	14 - Pryor City I-1
Property Class:	E - Exempt
Lot Size:	0.55 Lots
Legal:	LANDRUM ADD BLK 57 S 80' OF LOT 11 1064/1016

Valuation Data	
Market Value:	8,956
Taxable Market:	0
Gross Assessed:	0
Ex Code:	
Ex Amount:	0
Net Assessed:	0



# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

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Assessment Data			Primary Image				
Account	490018666		No Image On File				
Parcel ID	1430-00-005-009-0-001-00						
Cadastral ID	1430-005-009-00-0-001-00						
Property Type	REAL - Real Property						
Property Class	E						
Tax Area	14 - Pryor City I-1						
Lot Size	1.00 - Lots						
Owners Name	CITY OF PRYOR CREEK PO BOX 1167 PRYOR OK 74362-0000						
<b>Parcel Location</b>							
Situs	00714 S ADAIR						Image Date
Subdivision	SOUTH PRYOR						
Lot/Block	0009 / 0005						
Sec/Twn/Rng	- - -						
Neighborhood	101000 - 1001,1090,1240,1250,1310,1330,1390,1400,1420,1430,1520,1530						
<b>Legal Description</b>							
SOUTH PRYOR 1149/1021 BLK 5 LOT 9							
Valuation	Current Year	2019	Tax Detail (Millages)		%	Mills	Dollars
Land Value	9,270	9,000	C001	Mayes County			
Improvements	0	0		General Fund	12.1	10.33	.00
Mobile Home	0	0		Health Fund	1.8	1.55	.00
Fair Market Value	9,270	9,000		Common Fund	4.8	4.13	.00
Taxable Value - Capped	0	0	T001	Pryor City			
Assesment Ratio	11.2%	11.2%	SI01	Pryor School			
Gross Assessed	0	0		General Fund	41.9	35.79	.00
Exemptions	0	0		Building Fund	6.0	5.11	.00
Net Assessed	0	0		Sinking Fund	20.1	17.15	.00
Tax Rate	85.3900	85.3900	V001	Vo Tech - 1			
Estimated Taxes	0.00	0.00		General Fund	12.1	10.33	.00
				Building Fund	1.2	1.00	.00



# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

### Sale History

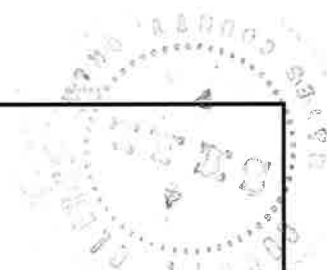
Instrument	Book	Page	Grantor	Date	Price	Code
1149-1021	1149	1021	DAVIS, DEBRA J & KAREN GO	06/2009	0	U

### Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	CITY OF PRYOR CREEK	14	9,000	0	0	0.00
2018	CITY OF PRYOR CREEK	14	7,500	0	0	0.00
2017	CITY OF PRYOR CREEK	14	7,500	0	0	0.00
2016	CITY OF PRYOR CREEK	14	7,500	0	0	0.00
2015	CITY OF PRYOR CREEK	14	7,500	0	0	0.00
2014	CITY OF PRYOR CREEK	14	7,500		0	1.00
2013	CITY OF PRYOR CREEK	14	7,500		0	1.00
2012	CITY OF PRYOR CREEK	14	6,150		0	1.00
2011	CITY OF PRYOR CREEK	14	6,150		0	1.00
2010	CITY OF PRYOR CREEK	14	6,150		0	1.00

### Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

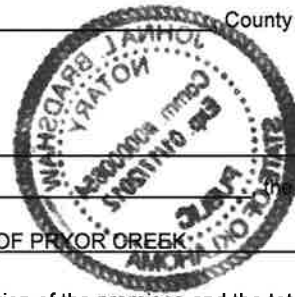


**COUNTY TREASURER'S RESALE DEED**  
(INDIVIDUAL)

WHEREAS, DEMECIA FRANKLIN, County Treasurer  
of MAYES COUNTY, State of Oklahoma, on June 8, 2009,  
sold separately and singly, in the manner provided by law, at tax resale and CITY OF PRYOR  
bid in for CITY OF PRYOR CREEK, P.O. BOX 1167 PRYOR, OK 74362  
the real estate hereinafter described, and

WHEREAS, all proceedings, notices and duties provided, required and imposed by law prerequisite to the vesting of authority in  
said County Treasurer to execute this resale deed have been followed, given, complied with and performed, and

WHEREAS, the said DEMECIA FRANKLIN County Treasurer  
is now by law vested with power and authority to execute this resale deed,



NOW, THEREFORE, this indenture made on June 8, 2009, between  
the State of Oklahoma, by DEMECIA FRANKLIN Treasurer of  
MAYES COUNTY, of the first part, and CITY OF PRYOR CREEK,

of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum  
paid, to-wit 4,010.00

hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the second part, his  
(or her) heirs, executors, administrators, and assigns, forever, the following separately described tracts, parcels, or lots of land so sold  
separately and singly for the amount bid in the total sum set opposite each, all of said tracts, parcels, or lots of land being located in  
MAYES COUNTY, Oklahoma to-wit:

DESCRIPTION	City, Town, or Subdivision	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
SOUTH PRYOR BLK 5 LOT 9	PRYOR	00	005	009	4,010.00

To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the second part,  
his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer of said County  
is empowered by law to sell the same.

In testimony whereof, the DEMECIA FRANKLIN, Treasurer of said  
MAYES COUNTY, State of Oklahoma, has hereunto set his hand and seal the day and year  
aforesaid.

ATTEST:

STATE OF OKLAHOMA



By Demecia Franklin  
County Treasurer

1000 City of Pryor / Mike



# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

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Assessment Data			Primary Image							
Account	490018931									
Parcel ID	1460-00-020-023-0-001-00									
Cadastral ID	1460-020-023-00-0-001-00									
Property Type	REAL - Real Property									
Property Class	E									
Tax Area	14 - Pryor City I-1									
Lot Size	1.00 - Lots									
Owners Name	CITY OF PRYOR CREEK PO BOX 1167 PRYOR OK 74362-0000									
Parcel Location							Image Date 4/21/2020			
Situs	00203 N INDIANOLA						101000, 101001, 1090, 1240, 1250, 1310, 1330, 1390, 1400, 1420, 1430, 1520, 1530			
Subdivision	WHITAKER									
Lot/Block	0023 / 0020									
Sec/Twn/Rng	- - -									
Neighborhood	101000 - 1001, 1090, 1240, 1250, 1310, 1330, 1390, 1400, 1420, 1430, 1520, 1530									
Legal Description										
WHITAKER 1286/645 BLK 20 LOT 23										
Valuation	Current Year	2019	Tax Detail (Millages)		%	Mills	Dollars			
Land Value	18,746	17,500	C001	Mayes County						
Improvements	0	0		General Fund	12.1	10.33	.00			
Mobile Home	0	0		Health Fund	1.8	1.55	.00			
Fair Market Value	18,746	17,500		Common Fund	4.8	4.13	.00			
Taxable Value - Capped	0	0	T001	Pryor City						
Assesment Ratio	11.2%	11.2%	SI01	Pryor School						
Gross Assessed	0	0		General Fund	41.9	35.79	.00			
Exemptions	0	0		Building Fund	6.0	5.11	.00			
Net Assessed	0	0		Sinking Fund	20.1	17.15	.00			
Tax Rate	85.3900	85.3900	V001	Vo`Tech - 1						
Estimated Taxes	0.00	0.00		General Fund	12.1	10.33	.00			
				Building Fund	1.2	1.00	.00			





# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

### Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
1286-645	1286	645	SHADE, JAMES	06/2015	0	08

### Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	CITY OF PRYOR CREEK	14	17,500	0	0	0.00
2018	CITY OF PRYOR CREEK	14	14,700	0	0	0.00
2017	CITY OF PRYOR CREEK	14	14,700	0	0	0.00
2016	CITY OF PRYOR CREEK	14	8,750	0	0	0.00
2015	CITY OF PRYOR CREEK	14	8,750	0	0	0.00
2014	SHADE, JAMES	14	8,750		980	79.00
2013	SHADE, JAMES	14	8,750		980	83.00
2012	SHADE, JAMES	14	21,750		2,436	207.00
2011	SHADE, JAMES	14	21,750		2,436	197.00
2010	SHADE, JAMES	14	21,750		2,436	197.00

### Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

### Attached Images

Image ID 162263  
Image Date 4/6/2020



Image ID 82054  
Image Date 10/9/2016



# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

## Attached Images

Image ID 58982  
Image Date 11/5/2015

Sketch Image. Saved : 12/09/2015 12:45:44A

Image ID 10488  
Image Date 11/1/2015



\\192.168.10.3\PICTURES\1460-00-020-023-0-001-00.JPG

Image ID 40308  
Image Date 11/1/2015



\\192.168.10.3\PICTURES\1460-00-020-023-0-001-00-1.JPG

Image ID 40435  
Image Date 11/1/2015



\\192.168.10.3\PICTURES\1460-00-020-023-0-001-00-2.JPG



**COUNTY TREASURER'S RESALE DEED**  
 (INDIVIDUAL)

WHEREAS, BOBBIE MARTIN, County Treasurer  
 of MAYES COUNTY, State of Oklahoma, on June 8, 2015,  
 sold separately and singly, in the manner provided by law, at tax resale and CITY OF PRYOR CREEK  
 bid in for CITY OF PRYOR CREEK, PO BOX 1167 PRYOR, OK 74362  
 the real estate hereinafter described, and

WHEREAS, all proceedings, notices and duties provided, required and imposed by law prerequisite to the vesting of authority in  
 said County Treasurer to execute this resale deed have been followed, given, complied with and performed, and

WHEREAS, the said BOBBIE MARTIN County Treasurer  
 is now by law vested with power and authority to execute this resale deed,

NOW, THEREFORE, this indenture made on June 8, 2015, between  
 the State of Oklahoma, by BOBBIE MARTIN, the Treasurer of  
MAYES COUNTY, of the first part, and CITY OF PRYOR CREEK

of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum  
 paid, to-wit 0.00

hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the second part, his  
 (or her) heirs, executors, administrators, and assigns, forever, the following separately described tracts, parcels, or lots of land so sold  
 separately and singly for the amount bid in the total sum set opposite each, all of said tracts, parcels, or lots of land being located in  
MAYES COUNTY, Oklahoma to-wit:

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
WHITAKER BLK 20 LOT 23	PRYOR 18931	00	020	023	\$6110.44

To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the second part,  
 his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer of said County  
 is empowered by law to sell the same.

In testimony whereof, the BOBBIE MARTIN, Treasurer of said  
MAYES COUNTY, State of Oklahoma, has hereunto set his hand and seal the day and year  
 aforesaid.

ATTEST:

STATE OF OKLAHOMA

(SEAL)



By Bobbie Martin  
 County Treasurer

*10.00 City of Pryor Creek/Doug Moore*

BOOK 1286  
 PAGE 645



# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

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Assessment Data			Primary Image				
Account	490019281		No Image On File				
Parcel ID	1480-00-039-001-0-001-00						
Cadastral ID	1480-039-001-00-0-001-00						
Property Type	REAL - Real Property						
Property Class	E						
Tax Area	14 - Pryor City I-1						
Lot Size	1.00 - Lots						
Owners Name	CITY OF PRYOR CREEK PRYOR OK 74361-0000						
<b>Parcel Location</b>							
Situs	S ORPHAN						Image Date
Subdivision	WHITAKER, WT						
Lot/Block	0001 / 0039						
Sec/Twn/Rng	- - -						
Neighborhood	101000 - 1001,1090,1240,1250,1310,1330,1390,1400,1420,1430,1520,1530						
<b>Legal Description</b>							
W T WHITAKER ADDITION BLK 39 LOT 1							
Valuation	Current Year	2019	Tax Detail (Millages)		%	Mills	Dollars
Land Value	18,746	17,500	C001	Mayes County			
Improvements	0	0		General Fund	12.1	10.33	.00
Mobile Home	0	0		Health Fund	1.8	1.55	.00
Fair Market Value	18,746	17,500		Common Fund	4.8	4.13	.00
Taxable Value - Capped	0	0	T001	Pryor City			
Assesment Ratio	11.2%	11.2%	SI01	Pryor School			
Gross Assessed	0	0		General Fund	41.9	35.79	.00
Exemptions	0	0		Building Fund	6.0	5.11	.00
Net Assessed	0	0		Sinking Fund	20.1	17.15	.00
Tax Rate	85.3900	85.3900	V001	Vo Tech - 1			
Estimated Taxes	0.00	0.00		General Fund	12.1	10.33	.00
				Building Fund	1.2	1.00	.00



# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

### Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
I-1996-680286	1331	1	HARLESS, DON	02/2017		16

### Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	CITY OF PRYOR CREEK	14	17,500	0	0	0.00
2018	CITY OF PRYOR CREEK	14	14,700	0	0	0.00
2017	CITY OF PRYOR CREEK	14	14,700	0	0	0.00
2016	HARLESS, DON	14	10,920	0	433	35.00
2015	HARLESS, DON	14	10,920	0	412	33.00
2014	HARLESS, DON	14	10,920		393	32.00
2013	HARLESS, DON	14	10,920		374	32.00
2012	HARLESS, DON	14	10,920		356	30.00
2011	HARLESS, DON	14	10,920		356	29.00
2010	HARLESS, DON	14	10,920		356	29.00

### Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

### Attached Images

Image ID 40366  
 Image Date 11/1/2015



\\192.168.10.3\PICTURES\1480-00-039-001-0-001-00.JPG





# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

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Assessment Data		Primary Image					
Account	490019293	No Image On File					
Parcel ID	1480-00-039-00J-0-001-00						
Cadastral ID	1480-039-00J-00-0-001-00						
Property Type	REAL - Real Property						
Property Class	E						
Tax Area	14 - Pryor City I-1						
Lot Size	2.00 - Lots						
Owners Name							
	CITY OF PRYOR CREEK PRYOR OK 74361-0000						
Parcel Location		Image Date					
Situs	00205 S INDIANOLA						
Subdivision	WHITAKER, WT						
Lot/Block	000J / 0039						
Sec/Twn/Rng	- - -						
Neighborhood	101000 - 1001,1090,1240,1250,1310,1330,1390,1400,1420,1430,1520,1530						
Legal Description		W T WHITAKER ADDITION BLK 39 LOTS J,K					
Valuation	Current Year	2019	Tax Detail (Millages)		%	Mills	Dollars
Land Value	24,514	23,000	C001	Mayes County			
Improvements	0	0		General Fund	12.1	10.33	.00
Mobile Home	0	0		Health Fund	1.8	1.55	.00
Fair Market Value	24,514	23,000		Common Fund	4.8	4.13	.00
Taxable Value - Capped	0	0	T001	Pryor City			
Assesment Ratio	11.2%	11.2%	SI01	Pryor School			
Gross Assessed	0	0		General Fund	41.9	35.79	.00
Exemptions	0	0		Building Fund	6.0	5.11	.00
Net Assessed	0	0		Sinking Fund	20.1	17.15	.00
Tax Rate	85.3900	85.3900	V001	Vo Tech - 1			
Estimated Taxes	0.00	0.00		General Fund	12.1	10.33	.00
				Building Fund	1.2	1.00	.00



# Mayes

Data provided by Lisa Melchior County Assessor

Property Information - Date 05/06/2020

### Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
I-1996-680286	1331	1	HARLESS, DON	02/2017		16

### Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	CITY OF PRYOR CREEK	14	23,000	0	0	0.00
2018	CITY OF PRYOR CREEK	14	19,800	0	0	0.00
2017	CITY OF PRYOR CREEK	14	19,800	0	0	0.00
2016	HARLESS, DON	14	15,960	0	972	78.00
2015	HARLESS, DON	14	15,960	0	926	75.00
2014	HARLESS, DON	14	15,960		882	71.00
2013	HARLESS, DON	14	15,960		840	71.00
2012	HARLESS, DON	14	15,960		800	68.00
2011	HARLESS, DON	14	15,960		800	65.00
2010	HARLESS, DON	14	15,960		800	65.00

### Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

I-1996-680286 05/08/2017 9:46 am  
Book 1331 Page(s) 0001-0002  
Fee: \$ 15.00 Doc: \$ 0.00  
Brittany True-Howard - Mayes County  
State of Oklahoma

Return File-Stamped Deed To:  
City Clerk, City of Pryor Creek  
12 North Rowe St., Pryor, OK 74361



### QUITCLAIM DEED

THIS INDENTURE, made this 21<sup>st</sup> day of February, 2017, between **Don Harless and**  
OLA Helene Harless, Husband and Wife, of Bella Vista, Arkansas  
(hereinafter "Grantors"), and **The City of Pryor Creek a municipal corporation**, Mayes  
County, State of Oklahoma, (hereinafter "Grantee").

**WITNESSETH**, That said Grantors, in consideration of the sum of Ten Dollars (\$10.00)  
duly paid, the receipt and sufficiency of which is hereby acknowledged, do hereby quitclaim,  
grant, bargain, sell and convey unto the said Grantees, and to its assigns forever, all their right,  
title, interest and estate, both at law and in equity of, in and to, the following described real  
estate, situated in the County of Mayes, State of Oklahoma, to-wit:

*Lot One (1) and Lots "J" and "K" in Block 39, in the W.T. Whitaker Addition  
to the Incorporated City of Pryor Creek, Mayes County, State of Oklahoma.*

Together with all and singular the hereditaments and appurtenances thereunto belonging,  
**TO HAVE AND TO HOLD** the above granted premises unto the said Grantee and its assigns  
forever.

**IN WITNESS WHEREOF**, the said Grantors, hereunto set their hands the day and year  
above written.

Don Harless, Grantor

OLA Helene Harless Wife of Grantor

10<sup>00</sup> City of Pryor

BOOK 1331 PAGE 1

**MINUTES**  
**HEARING OF DILIPIDATED BUILDINGS**  
**CITY OF PRYOR CREEK, OKLAHOMA**  
**THURSDAY, MARCH 26, 2020 5:00 P.M.**

**HEARING OFFICER: ZAC DOYLE**

**1. CALL TO ORDER,**

- a. Zac Doyle called the meeting to order. Others in attendance were Larry Couch, WD Couch, Mayor Larry Lees, Building Inspector Kenneth Young and Officer Trent Humphrey.

**2. DISCUSSION AND POSSIBLE ACT ON BUILDING TO DETERMINE STATUS OF DILIPATED BUILDING**

- a. **224 SE 10<sup>th</sup>, Larry Couch**

**3. PUBLIC HEARINGS.**

- a. 224 SE 10<sup>th</sup>, Larry Couch. Larry Couch turned in a structural engineering report from Knox Inspection Services. Mr. Doyle reviewed the letter and then asked Larry Couch to speak. Larry Couch told the Hearing Officer that he has been working on the property. They discussed parts of the letter of what the structural engineer found. Then Dwayne Couch spoke up about Larry being able to do the work mentioned in the report. Mr. Doyle told them that they were going to have to get permits and have certified contractors do the work. The final decision by the Hearing Officer is the house will have to be torn down due to the time that it has taken to get to this point and the house standing open. The City will take bids for demolishing the house and follow procedure set out in the City Code. If Larry and Dwayne Couch want to file an appeal, it will need to be handwritten and signed by all people on the deed and turned in within 10 days. They will need have it turned in by noon the Friday before the first council of April.

**4. Hearing was closed and meeting was adjourned.**



Laue, Sheryl <laues@pryorcreek.org>

**224 SE 10th Larry Couch**

1 message

**Humphrey, Trent** <humphreyt@pryorcreek.org>

Tue, Mar 24, 2020 at 10:11 PM

To: Dennis Nichols <nicholsd@pryorcreek.org>, Jack Cunningham <cunninghamj@pryorcreek.org>, Sheryl Laue <laues@pryorcreek.org>, Trent Humphrey <humphreyt@pryorcreek.org>









Mar 24, 2020 at 10:58 AM





















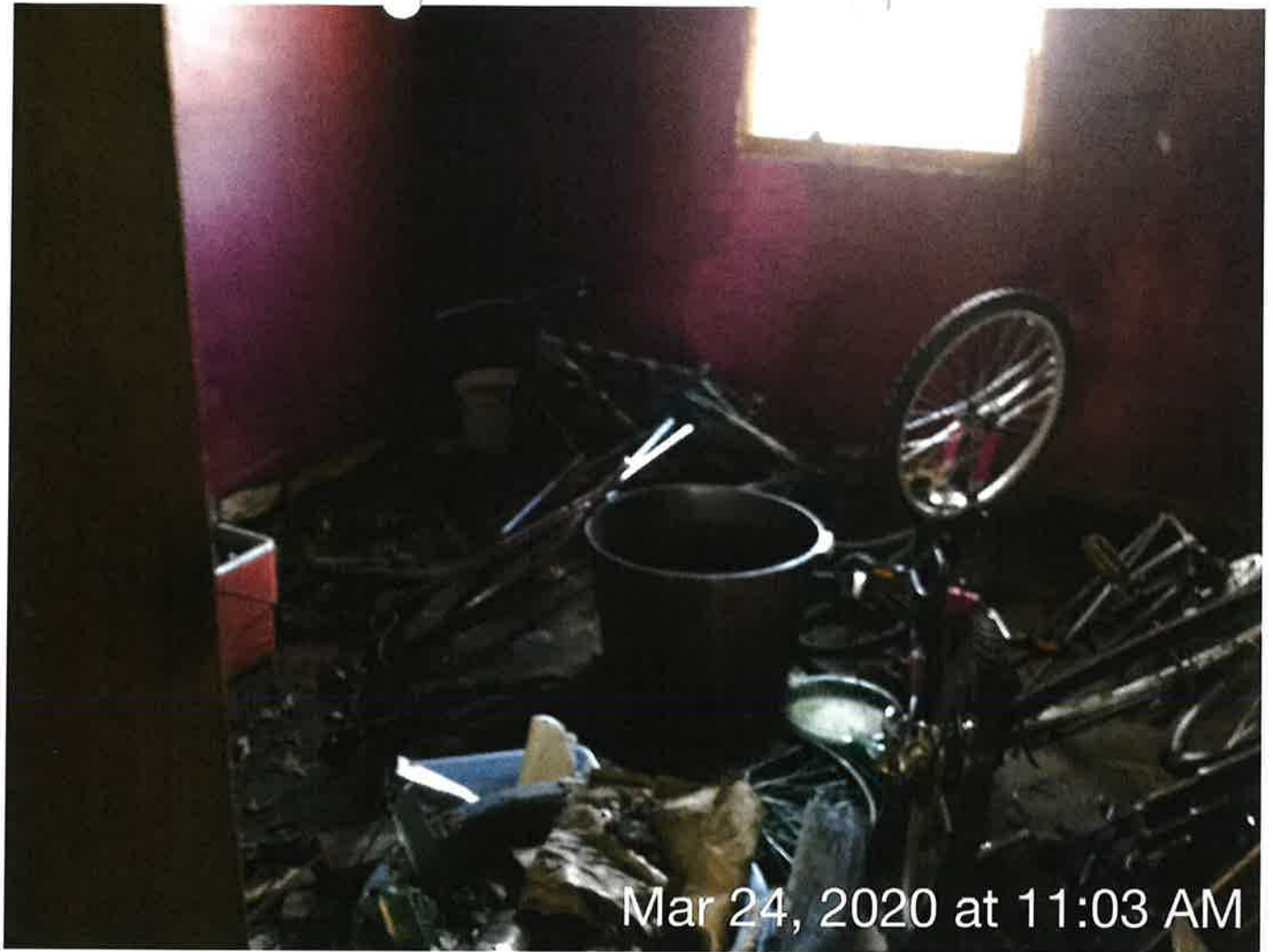
Mar 24, 2020 at 11:03 AM







Mar 24, 2020 at 11:03 AM



Mar 24, 2020 at 11:03 AM









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null



Laue, Sheryl <laues@pryorcreek.org>

**224 SE10th**

1 message

**Humphrey, Trent** <humphreyt@pryorcreek.org>

Tue, Mar 24, 2020 at 4:04 PM

To: Dennis Nichols <nicholsd@pryorcreek.org>, Jack Cunningham <cunninghamj@pryorcreek.org>, Sheryl Laue <laues@pryorcreek.org>, Trent Humphrey <humphreyt@pryorcreek.org>

















Mar 24, 2020 at 11:05 AM







Mar 24, 2020 at 11:05 AM



Mar 24, 2020 at 11:05 AM





















Mar 24, 2020 at 11:07 AM

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null



4-2-2020

To whom it may concern:

This is an appeal of the finding that the dwelling at 224 SE 10<sup>th</sup> Street is unsafe. I was asked to get a report from a structural engineer and this report is attached.

I have applied for assistance from Cherokee nation. This is pending.

I have had employment issues the entire time but I have had regular employment since February 2020. I will be able to fund repairs for the first time since the fire. I have filled 2 full size dumpsters with damaged building materials and house contents. I have also holed several leads to the city dump. Your consideration in this matter is appreciated.

Larry Todd Couch

I agree with  
Larry's comments.

DeWay-Couch













**Knox Inspection Services, Inc.**

TULSA 918-744-8128  
FAX 918-744-5669  
ANYWHERE 800-875-5474

March 20, 2020

Larry Todd and Dewayne Couch  
9831 West 520 Road  
Pryor Creek, Oklahoma 74361

Re: **Limited Structural Inspection of Residence at 224 Southeast 10<sup>th</sup> Street, Pryor, Oklahoma**

Dear Larry Todd and Dewayne Couch,

The subject property was visited on March 18, 2020 to verify the viability of reconstruction of the structure versus complete demolition. It is the opinion of this Engineer that sufficient material remains undamaged by the fire event that reconstruction is the more economical direction for repair of this structure.

This structure has been damaged by fire; the following must be accomplished before this structure would be considered safe for human occupancy.

- All interior wall covering and insulation must be removed to expose the studs. Similarly, all ceiling and floor surfaces must be removed.
- Roof decking, roof trusses and framing must be replaced, if evidence of charring or damage is present.
- Sistering of existing members may be considered on a case by case basis, depending on the severity of damage to the components.
- The interior of this structure and all components must be dried and treated with fungicide prior to the start of construction.
- All of the wiring, piping, ducts, vents, control devices and other components of the Electrical, Mechanical, and Plumbing Systems must be evaluated by licensed contractors prior to construction, as a side note most of the electrical system if not all will need to be replaced.
- New roofing surfaces, flashings, and guttering systems will be required.
- Be sure to check with local jurisdiction for any additional permits and/or requirements.

Please note that all warranties and assurances of future performance must be obtained from the installation contractors. We do not warrant other contractor's work.

This inspection was performed at the specific request of our client and to the terms described herein. Material defects may exist within the property, which were unknown and not discoverable by the Inspector.

1410 South Terrace Drive, Tulsa, Oklahoma 74104-4626

Licensed Engineers CA 1555 & Professional Inspectors OK LICENSE #402

Comprehensive • Environmental • Structures • E&P • Moisture Infiltration • Roof • Swimming Pool • Septic • Water Well • Mold Spore Test

224 SE 10<sup>th</sup> St., Pryor, OK  
March 20, 2020

This inspection does not include probing and/or inspection for deteriorated structural components as described in Oklahoma Statutes 158:70 as regulated by the Construction Industries Board. Any discussion or report of the items referenced in these sections of the law does not constitute an inspection of the referenced items, and scope of this inspection does not include inspection for the deterioration of the items referenced in the Oklahoma Statutes above. Inspection for the structural and exterior components described in the herein referenced Oklahoma Statutes is available only by a separate inspection individually offered on our price list and in the MAXIMUM INFORMATION INSPECTION GROUP.

If you have any questions regarding the contents of this report, please feel free to contact me at 918-744-8128.

Sincerely,



D. Douglas Helt, P.E.  
Professional Engineer D. Douglas Helt, P.E.  
Engineering services performed on behalf of  
**Knox Inspection Services, Inc. (CA 1555)**



**Knox Inspection Services, Inc.**

TULSA 918-744-8128  
FAX 918-744-5669  
ANYWHERE 800-875-5474

March 30, 2020

Larry Todd Couch and Dewayne Couch  
9831 West 520 Road  
Pryor, Oklahoma 74361

**Re: This addendum is part of the Engineering report dated March 20, 2020 concerning the property at 224 Southeast 10<sup>th</sup> Street, Pryor, Oklahoma**

Dear Larry Todd Couch, Dewayne Couch and To Whom It May Concern:

This addendum is to respond to a reported concern the subject property was "not inspected" per the last paragraph in the report. The last paragraph is a disclaimer paragraph for purposes of explaining the home inspection statutes regarding damaged components, to a potential home buyer. The last paragraph also applies to the subject engineer's inspection for purposes of investigating for deteriorated components.

The report was performed to give the customer the visual apparent condition and the general directions to restore a home damaged by fire and subsequent neglect to safe and sanitary condition for purposes of structural integrity. The recommended repairs detailed in the report to the home are necessary to achieve that basic goal of restoration. The comparison of the cost to restore as to complete replacement is beyond the scope of this engineering inspection and report.

The inspection was performed by the Licensed Professional Engineer to develop the list of recommended repairs to restore the structural integrity of home.

Please call our office (918)744-8128 if there are questions or concerns about the inspection or report.

Sincerely

D. Douglas Helt  
**Knox Inspection Services, Inc.**  
DDH/ks



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE CITY OF PRYOR CREEK, OKLAHOMA  
AND  
LODGE NO. 116  
FRATERNAL ORDER OF POLICE  
EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021**

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**ARTICLE 1**  
**COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of May 2020 by and between the City of Pryor Creek, Oklahoma, hereinafter referred as "THE CITY" and Bargaining Unit Lodge No. 116 Fraternal Order of Police, hereinafter referred to as "THE LODGE".

This collective bargaining agreement is made pursuant to Title 11 O.S.A. Section 51-101 et seq. and is made to:

- (a) establish wages, hours, benefits, grievance procedures, and other conditions of employment of represented members of the City of Pryor Creek Police Department;
- (b) provide for quality law enforcement and police service throughout the boundaries of THE CITY on an uninterrupted basis for the benefit of the citizens of the City of Pryor Creek; and
- (c) Assist in the amicable adjustment of labor disputes.

**ARTICLE 2**  
**RECOGNITION**

THE CITY recognizes THE LODGE as the sole and exclusive bargaining agent for all permanent paid members of the Pryor Police Department with the exception of the Chief of Police, his designated Assistant Chief of Police, the animal control officers and dispatchers who had no patrol duties as of the date of the certification election and who are not members of the Oklahoma Police Pension Retirement System.

**ARTICLE 3**  
**MUTUAL RESPONSIBILITY TO ASSURE EQUALITY OF TREATMENT**

**SECTION 1.** No employee or an individual being considered for employment shall be favored or subject to discrimination by THE CITY or by the FOP because of race, creed, color, sex, national origin, political affiliations, or FOP activities.

**SECTION 2.** THE CITY and the FOP agree not to interfere with the right of an employee to become or not become a member of the FOP and further agree there will be no discrimination or coercion against any employee because of FOP membership or non-membership.

**ARTICLE 4**  
**DURATION OF AGREEMENT**

**SECTION 1:** This agreement shall be effective as of July 1, 2020, unless otherwise specified, and shall remain in effect through June 30, 2021.

**SECTION 2:** The term of this agreement shall not exceed one (1) year. Provided however, this agreement may be extended for one (1), one year period upon the written mutual consent of both parties no later than thirty (30) days before the expiration of the term of the agreement.

**SECTION 3:** Whenever wages, rates of pay or other matters requiring appropriation of monies by THE CITY are included as matters of the collective bargaining, written notice of request for collective bargaining shall be given by either party at least one hundred twenty (120) days before the last day on which monies can be appropriated by THE CITY to cover the contract period which is subject of the collective bargaining procedure.

**SECTION 4:** It shall be the obligation of each party to meet at a reasonable time and confer in good faith with representatives of the other party within ten (10) days of written notice requesting a meeting for collective bargaining purposes. Provided, however, that if the parties have negotiated fully on the wages, benefits and other terms and conditions of employment for the term of this agreement, neither party shall be required to renegotiate such terms during the agreement.

**SECTION 5:** It is understood that all time limits found within this agreement may be extended by mutual concurrence. Which mutual concurrence shall be effective to extend any time limit only if, previous to the expiration of the time limit, the mutual concurrence is set forth in writing and acknowledged by signature of the President of the Lodge and signature of the Mayor or City Attorney.

**ARTICLE 5**  
**INCORPORATION OF POLICIES AND PROCEDURES**

Pursuant to OKLA. STAT. tit. 11 § 51-111 the parties acknowledge and agree that the applicable rules, policies and procedures, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the police department and City of Pryor Creek currently in effect on the effective date of this agreement are incorporated into this agreement except as expressly modified or changed by the specific terms of this agreement.



**ARTICLE 6**  
**NON-DISCRIMINATION**

**SECTION 1:** Nothing in this agreement shall be interpreted as diminishing the obligation of both parties to comply with applicable laws, rules, regulations or orders which insure that applicants or employees are treated without regard to race, religion, sex, national origin, age, handicap, status of lodge membership, or political affiliations, or other categories protected by law. Nothing in this agreement shall be interpreted as diminishing the obligations of THE CITY and THE LODGE to comply with the provisions of the Fair Labor Standards Act, any duly adopted and applicable Department of Labor regulation promulgated there under, and any other applicable laws, rules, regulations, standards and orders.

**SECTION 2:** The use of masculine or feminine gender herein shall be construed to mean both or either gender, as the case may be, unless the context requires otherwise.

**SECTION 3:** In the event that any portion of this agreement conflicts with the employer's ability to comply with the law, the law will supersede any portion of this agreement.

**ARTICLE 7**  
**PROHIBITION OF STRIKES**

THE LODGE and its members agree not to engage in a strike, work stoppage, or other similar forms of interference with the operations of the Pryor Police Department as defined in Title 11 O.S.A. Section 51-102 (3).

THE LODGE agrees not to coerce or attempt to coerce the Municipality of Pryor in the selection of its representatives for the purpose of serving on a collective bargaining team. In that regard, THE LODGE and its members acknowledge the "part-time" service rendered to THE CITY by the individual elected members of the City Council of Pryor, Oklahoma, and further acknowledge that each member of the City Council of Pryor, Oklahoma, may maintain outside employment. THE LODGE and its members will not engage in, call for, or encourage residents of Pryor Creek, Oklahoma, Mayes County, Oklahoma, or the State of Oklahoma, to boycott the employment of or doing business with any member of the City Council, or that member's employer.

**ARTICLE 8**  
**ADMINISTRATIVE RIGHTS**

All of the rights to manage and direct the police force, which have not been specifically abridged by this agreement, shall remain the right of the Police Chief with Council approval when required.

Such rights include, but are not limited to, the right to hire, promote, reprimand, suspend, demote, or discharge for just cause sworn officer employees, subject to the grievance and arbitration procedures herein, the right to conduct and control operations of the department, the right to introduce new or improved methods of operation and equipment, the right to schedule and assign the use of such equipment or manpower, the right to manage internal security practices, the right to take such actions as may be deemed necessary to implement the Americans with Disabilities Act and OSHA Blood Borne Pathogens Standard and the right to determine the numbers, types and grade of employees with the Department, The right to determine size of the work force. The right to establish the qualifications for employment, including terms and conditions of probation, to employ employees, and to schedule and assign work, including shifts, training, and/or informational meetings. The right to establish in writing promotion requirements to promote those employees based on qualifications relevant to those requirements, and to maintain a posted list of test scores for a period of one (1) year.

**ARTICLE 9**  
**SAFETY AND HEALTH**

THE CITY and THE LODGE agree to cooperate to the fullest extent in the promotion of safety and health within THE CITY'S jurisdiction and while the duties of the employees are being carried out. For this purpose, THE LODGE shall select one (1) of its members to participate on the CITY OF PRYOR'S Safety Survey Team.

**ARTICLE 10**  
**BARGAINING COMMITTEE**

The Bargaining Committee of THE LODGE shall be the committee responsible for representing THE LODGE in collective bargaining with THE CITY. For this purpose, it is agreed to establish a Bargaining committee to consist of three (3) members appointed by THE LODGE and not more than three (3) alternates, who may or may not be members of THE LODGE, appointed by the committee. The Bargaining committee of THE CITY shall be appointed by the Mayor and shall include himself/herself, the City Attorney or other legal counsel and three (3) members of the City Council.

THE LODGE, collectively, shall be afforded Eight (8) days off to attend F.O.P. business; such as Local, State and National F.O.P. Business. These days may be taken by one member or any combination by authority of THE LODGE President. At least two weeks' notice shall be given to the Chief of Police before the days off can be taken. For purposes of example for clarification,

this means that 1 member of the LODGE could take up to 8 days off or 2 members of the LODGE could each take off up to 4 day for qualified purposes.

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

**SECTION 1:** The purpose of this article is to establish a grievance procedure for any alleged violation of this contract.

**SECTION 2:** The Grievance Advisory Committee shall consist of three members of THE LODGE, elected by a majority vote of THE LODGE. The Committee shall be recognized as such by the City Council and Police Department.

**SECTION 3:** Grievance Procedure:

(a) Any employee or group of employees asserting that there is an alleged violation of the contract must first bring said alleged violation before the Lodge President or his designee.

(b) The president of THE LODGE, or his authorized representative, shall, within Five (5) work days of receipt of the report of an alleged violation of the contract under paragraph (a), report an impending grievance to the Chief of Police in an effort to forestall its occurrence. The Chief shall have Five (5) work days to respond.

(c) If, after the completions of the steps described in paragraphs (a) and (b) above the matter remains unresolved to the satisfaction of the complaining party, in order to continue with the grievance the employee, group of employees, or THE LODGE shall deliver to the Chief of Police a written grievance within five (5) working days.

(d) The Chief of Police shall have five (5) working days to respond in writing to the grievance. The response of the Chief of Police is effectively given when delivered to the Lodge President. If the grieving party is not satisfied with the written response from the Police Chief, the grieving party may continue the grievance to the City Council within ten (10) working days after receiving a response from the Chief of Police by delivery of the written grievance to the Mayor or to the City Clerk.

(e) The City Council has fifteen (15) working days to respond in writing to the grievance by delivery of the response to the Lodge President. After receiving the written reply of the City Council, and before requesting arbitration, the grieving party must meet in person with the Grievance Advisory Committee described in "Section 2" of this Article within ten (10) working days from the date of receipt of the City Council's reply for the purpose of reviewing the grievance

and the City Council's reply to the grievance and for the purpose of making the decision of whether to seek arbitration of the matter.

**SECTION 4:** Arbitration Procedure:

(a) If after meeting with the Grievance Committee, the grieving party desires to pursue arbitration, the grieving party shall notify the City Council within ten (10) working days following the date of the meeting with the Grievance Committee, with a written request for arbitration, which written request for arbitration shall include the name, address and telephone number of their interest arbitrator. The City Council shall notify the grieving party in writing of the name, address and telephone number of their interest arbitrator within five (5) working days of receipt of the interest arbitrator's name from the grieving party.

(b) The arbitrators selected by the parties will meet at a time and place agreed upon by the arbitrators. At this initial meeting of the two arbitrators, the arbitrators will select a third arbitrator. If a third, neutral arbitrator cannot be agreed upon within five (5) days, the City and the grieving party shall request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators. Within ten (10) calendar days after receipt of such list the parties shall meet and strike alternately the name of one (1) arbitrator until only one (1) remains, with the City making the first strike from the list. Such arbitrator, whether selected as a result of an agreement between the parties or from the list, shall act as the third Arbitrator.

After selection of the third arbitrator, the arbitrators will meet as soon as practicable, and after meeting, will reach a decision within Sixty (60) days which will be binding upon both the City of Pryor and the grieving party.

(c) The Cost of the third arbitrator shall be born equally by THE CITY and FOP Lodge No. 116.

**SECTION 5:** Conflicting Procedure:

If anything in this Article in regards to the grievance procedure of an alleged violation of this contract conflicts with the City of Pryor Creek, Oklahoma Police Department Standard Operating Procedures or the City of Pryor Creek, Oklahoma Personnel Policy and Pay Plan, this Article shall control.



**ARTICLE 12**  
**SENIORITY**

**SECTION 1:** Seniority shall mean the status attained by length of continuous service or employment within the Pryor Police Department.

**SECTION 2:** Seniority shall commence from date on which the member becomes a regular employee upon the satisfactory completion of the probationary period. The term "Probationary Period" as used in this agreement shall be defined as the "Probationary Period" under Section 2-2 of the City of Pryor Creek Policy and Procedure Manual.

**SECTION 3:** Where two or more members have the same employment date, seniority shall be determined by the date of application for employment.

**SECTION 4:** Seniority may be considered by the Chief of Police in determining the priority of each member within their classification, as to:

- (a) Scheduling of annual vacations;
- (b) Scheduling of time off pertaining to maintaining a work period of one; Hundred sixty (160) hours as specified in Article 25;
- (c) Scheduling of holiday time off; and
- (d) Scheduling regular days off.

**SECTION 5:** In the event of a conflict between employees of different classification in scheduling of time off referenced in Section 4, seniority in rank shall be the deciding factor. In the event of conflict between employees of the same classification in scheduling time off referenced in Section 4, seniority of time at the stated classification shall be the deciding factor. Exhibit "B" is included at the conclusion of this document to show each member's rank, as of this contract, and the approximate date each rank was designated.

**SECTION 6:** Seniority will be one factor, but not the controlling factor in determining:

- (a) assignment of schools;
- (b) job advancement; and
- (c) shift assignment.

**ARTICLE 13**  
**PERSONNEL REDUCTION**

**SECTION 1:** In the event personnel reduction (layoff) is necessary, the Chief of Police will determine the classifications to be affected. The employee with the least seniority in such

classification will be the first to be laid off, subject to thirty (30) days notice to all employees. The affected employee shall have the right to assume a position in a lower classification covered by this agreement; provided, he or she is determined to have the qualifications for said position by the Chief of Police and provided further he or she may not assume the position of an employee in a lower classification if that employee has greater seniority.

**SECTION 2:** No new employee shall be hired in the affected classification until the employee laid off has been notified by registered mail sent to his last known address, and THE LODGE has been notified by registered mail, in a manner which allows fourteen (14) days from the mailing of such notice until the time the new employee may be hired. Any employee laid off shall be at the head of the list of persons eligible for appointment, and such employees shall be re-employed in the order of such seniority. The former employee who does not maintain a current and correct address with the Police Department is without any preferential rights under this article. In the event the employee is re-employed he would return with all accrued benefits and seniority at the time of layoff, except those for which he has otherwise been compensated and those benefits he may have otherwise lost because of "break-in-service" or other similar provisions contained in benefit plans outside the collective bargaining agreement.

**ARTICLE 14**  
**ANNUAL LEAVE**

Employees who work an 8-hour shift shall earn annual leave pursuant to the following schedule:

Hire date to 1 year anniversary	No annual leave may be used during the first year of employment. Leave to be used following the first year of employment accumulates during the first year of employment at rate of 0.8334 days per calendar month (10 days for the year)
During years 1 to 5 of employment	Accumulating at rate of 0.8334 days per calendar month (10 days for the year)
During years 6 to 19 of employment	Accumulating at rate of 1.25 days per calendar month (15 days per year)
During year 20 and subsequent years of employment	Accumulating at rate of 1.667 days per calendar month (20 days for the year)

Each regular employee shall take annual leave with the approval of the department head as follows:

(a) During the one (1) year probationary period at the commencement of employment annual leave shall accumulate as herein provided, however annual leave may not be used during the one (1) year probationary period.

(b) Annual leave must be taken within the 12-month period following the year in which the annual leave is earned.

(c) Annual leave shall be scheduled so as to not interfere with the operations of the Police Department. The department will give preference to the most senior, highest ranking supervisory officer in scheduling annual leave requests. The most senior officer on a shift will be given preference in scheduling annual leave requests received among non-supervisory officers between January 1st and March 31<sup>st</sup> of each year. For annual leave requests received after March 31st neither seniority nor rank will affect preference in scheduling annual leave; annual leave will thereafter be scheduled on a first come first serve basis with the approval of the Chief of Police or the Assistant Chief of Police.

(d) Annual leave may only be taken in minimum amounts of 8 hours with at least 48 hour previous approval of the Shift Supervisor with concurrence of the Chief of Police or Assistant Chief; except upon approval of the Shift Supervisor with concurrence of the Chief of Police or Assistant Chief for a lesser amount of notice time and/or a lesser increment of annual leave to be taken.

## **ARTICLE 15** **HOLIDAYS**

**SECTION 1:** Employees shall be granted holiday time off work based upon the number of scheduled holidays to be observed during the calendar year as established by the city each year. For the contract year thirteen (13) holidays are scheduled for the city. Each employee's scheduled time off work in observance of a holiday shall be scheduled subject to the approval of the Chief of Police. Employees hired during a calendar year shall not receive time off work for scheduled holidays which have occurred preceding their hire date.

<b>HOLIDAY SCHEDULE 2020</b>	
<b>Wednesday, January 1, 2020</b>	New Year's Day Observed
<b>Monday, January 20, 2020</b>	Martin Luther King Day
<b>Monday, February 17, 2020</b>	President's Day
<b>Friday, April 10, 2020</b>	Good Friday

<b>Monday, May 25, 2020</b>	Memorial Day
<b>Friday, July 3, 2020</b>	Independence Day
<b>Monday, September 7, 2020</b>	Labor Day
<b>Monday, October 12, 2020</b>	Columbus Day
<b>Wednesday, November 11, 2020</b>	Veteran's Day Observed
<b>Thursday, November 26, 2020</b>	Thanksgiving Day
<b>Friday, November 27, 2020</b>	Thanksgiving Day After
<b>Thursday, December 24, 2020</b>	Christmas Eve
<b>Friday, December 25, 2020</b>	Christmas Day

**SECTION 2.** From and after the effective date of this agreement, any holidays that an employee does not take during the calendar year, shall be bought back by the City at the employee's regular rate of pay. The employees do not have the right to refuse to take holiday time except upon consent to do so by the Chief of Police. Payment therefore shall appear on the employee's regular paycheck and shall be paid no later than the 2nd pay period of the calendar year following the year in which they were earned.

**ARTICLE 16**  
**SICK LEAVE**

ACCUMULATION OF SICK LEAVE: Regular full-time employees working a minimum of eight (8) hour shifts accrue 6.67 hours per calendar month for sick leave. Sick leave may be accrued not to exceed sixty (60) work days (480 hours).

Sick leave accrues on the first day of each month after hire date. Official sick leave time accrual records are kept in the City Clerk's office.

Regular full-time employees shall be entitled to use accrued sick leave commencing on the date sick leave begins to accrue to their benefit including during the employee's probationary period of employment with the City.

**ARTICLE 17**  
**BEREAVEMENT LEAVE**

Three (3) consecutive work days bereavement leave will be allowed upon the death of an immediate member of employee's family or spouse's family. "Immediate member" shall be defined as wife, husband, brother, sister, father, mother, children, grandparents. One (1) additional

day of paid bereavement leave will be allowed for travel of 300 miles or more one way which travel is required due to the death of an immediate family member as described above. Any leave taken in excess of the three (3) days or the allowed additional day will be charged against the employee's annual leave account.

**ARTICLE 18**  
**EMERGENCY MAJOR MEDICAL LEAVE**

Up to thirty (30) days leave with pay for a major medical emergency may be granted when recommended by the Chief of Police and approved by the Mayor and City Council. Such leave may only be granted when all regular sick leave has been expended. Granting of this leave is extraordinary and should rarely occur.

**ARTICLE 19**  
**MILITARY LEAVE**

Each full time employee who is a member of the National Guard or the reserve force of any United States military service branch shall be entitled to up to twenty (20) calendar days of military leave annually. While on military leave status the employee's regular salary and accrued benefits continue. Military leave is granted for the purpose of attending annual training or pursuit of military education.

**ARTICLE 20**  
**PENSION PLAN**

THE CITY shall contribute to the pension on behalf of all eligible members of the police department in accordance with 11 O.S.A. 50-101, et seq.

**ARTICLE 21**  
**SICKNESS OR TEMPORARY DISABILITY-CONTINUANCE OF SALARY**

When a member of the Police Department is unable to perform his or her duties because of sickness or temporary disability caused or sustained while in the discharge of the member's duty as such member, the member's continued compensation shall be paid according to the provisions of 11 O.S.A. 50-116.1, et seq. as currently enacted, or hereinafter amended.

**ARTICLE 22**  
**RIGHT TO VOTE**

Each employee shall be granted time off, if necessary, to exercise the right to vote.

**ARTICLE 23**  
**JURY DUTY**

Any employee selected for jury service by a court of record, which jury service, requires



the employee to miss assigned work hours shall receive regular pay and benefits except for the amount paid for jury duty. Any employee that is regularly scheduled to work on the night shift at the time the employee is called for jury service shall be allowed off work during the employee's jury service and shall receive regular pay and benefits except for the amount paid for jury duty. In the instances in which an employee is regularly scheduled to work on a day shift, at such times as the employee is released by the court from the requirement to be in attendance in court for jury service the employee shall report and present himself at his regular job for regularly assigned work hours as soon as practicable giving consideration to the circumstances. In the instances in which an employee is regularly scheduled to work on a night shift, and at such times as the employee is not required by the court to actually appear in court for any purpose after 12:00 P.M. on the day preceding their shift and is not required to actually appear in court, at all, on the following day, the employee shall report and present himself at his regular job for regularly assigned work hours

## **ARTICLE 24** **INSURANCE**

**SECTION 1:** The City, according to the terms of this agreement, makes Health Insurance available to all employees in compliance with the "Patient Protection & Affordable Care Act". The health, dental, and life insurance plans to be utilized shall be the plans that provide benefits to all other City Employees (Section 22-3 "Group Health, Dental, and Life Insurance Plans" of the City of Pryor Creek Policy and Procedure Manual) with the exception of the Fire Union.

**SECTION 2:** The City shall pay premiums of insurance as follows:

- A. **For Employee Coverage:** 100% of the employee's actual cost of coverage for health, dental and life insurance.
- B. **For Employee and Dependent Coverage:**
  - (1) 100% of the Employee portion of the premium for coverage of the employee for health, dental and life insurance.
  - (2) 100% of the Dependent(s) portion of the premium for coverage of the dependent(s) for health insurance. The City shall not share in any portion of the cost of dependent(s) dental or life insurance.

The maximum contribution of the City to the payment of premium for insurance coverage shall be One Thousand Five Hundred Dollars and No/100 (\$1,500.00).

**ARTICLE 25**  
**WORK PERIOD**

**SECTION 1:** The work period for employees of the Police Department shall be twenty-eight (28) days with the pay period ending date to coincide with the City of Pryor's pay period ending date.

**SECTION 2:** The number of hours worked at regular pay scale is one hundred sixty (160) hours during a work period.

**SECTION 3:** All hours worked in excess of one hundred sixty (160) hours but less than one hundred seventy-one (171) hours during a work period, shall be compensated at a rate equal to the employee's regular pay.

**SECTION 4:** All hours worked in excess of one hundred seventy-one (171) hours during a work period shall be compensated at a rate equal to 1.5 times of the employee's regular pay subject to the availability of budgeted overtime funds. In the event budgeted overtime funds are exceeded the employee shall be compensated in compensatory time off work.

**SECTION 5:** All compensation for hours worked in excess of one hundred sixty (160) hours per work period shall be paid in wages subject to the availability of budgeted overtime funds. In the event budgeted overtime funds are exceeded the employee shall be compensated in compensatory time off work.

**SECTION 6:** If an employee assigned to the 3rd shift is called in before 1:00 o'clock p.m. following the completion of his/her shift for testimony at an implied consent hearing or for Court testimony, the employee shall be compensated at a rate equal to his/her regular rate of pay, for a minimum of two (2) hours.

**SECTION 7:** Paid time off for vacation time, holidays, sick leave, union leave under ARTICLE 10, and bereavement leave shall be counted as hours worked towards the Fair Labor Standards Act overtime hours threshold.

**ARTICLE 26**  
**PAY PERIOD**

All employees shall be paid every other Friday (bi-weekly) *for the* full two-week period preceding the payday. When payday falls on a holiday, checks will be issued *the day* before the holiday.

**ARTICLE 27**  
**SPECIAL ASSIGNMENTS**

With approval of, or by assignment, of his supervisor and the Chief of Police, all employees shall be given credit for actual time in excess of the below minimums for attendance of any of the following on his/her off time:

- (a) Call out .....2 hrs
- (b) Firearms qualification..... 2 hrs
- (c) Monthly firearms practice.....2 hrs
- (d) Department meetings.....2 hrs
- (e) Training meetings.....2 hrs
- (f) Court..... 2 hrs
- (g) Schools and seminars .....2 hrs

Special Qualification Pay for the herein below listed special qualifications shall be compensated at a rate of \$125.00 per month per special qualification. Any officer who holds more than one of the special qualifications listed shall not receive more than four (4) monthly rates for their special qualifications:

- (a) DRE - Drug Recognition Expert
- (b) DARE
- (c) CLEET Certified Instructors
- (d) Paramedic/first responder
- (e) Canine Handler
- (f) Clandestine Lab Tech
- (g) Field Training Officer
- (h) Special Weapons Tactics
- (I) Armorer
- (j) Intoxilizer Operator
- (k) Firearms Instructor
- (l) Accident Reconstruction
- (m) Full Terminal State Certified OLETS Operator; Type III

The employee must provide proof of recertification, if required, or special qualification pay will cease for the lapsed special qualification.

Assignment of an employee by the Chief of Police with consent of the Mayor for attendance or participation in special assignments exclusive of those listed above in this paragraph shall be compensated at a rate equal to 1.5 times that of the employee's regular pay subject to the availability of budgeted overtime funds. In the event budgeted overtime funds are exceeded the employee shall be compensated in compensatory time off work.

Employees attending approved police training required or approved by the Chief of Police, outside the Mayes County area shall, at the discretion of the Chief of Police, receive \$12.66 per meal with a maximum of \$38.00 per day for meals, with the number of meals to be determined by the Chief of Police. (this will exclude basic CLEET Academy)

Employees attending approved police training required or approved by the Chief of Police shall be compensated for the number of scheduled class time hours. Necessary travel time to and from training outside Mayes County shall be compensated based on actual travel time.

## **ARTICLE 28** **EQUIPMENT**

**SECTION 1:** All personnel will carry only those weapons for which they have been fully qualified (if such qualification is necessary for their operation) and which weapons have been specifically approved by the Chief of Police.

**SECTION 2:** THE CITY shall issue to all personnel at the time of initial hiring the following:

- (a) One (1) handgun
- (b) One (1) holster
- (c) Three (3) cartridge magazines
- (d) One (1) cartridge magazine holder
- (e) One (1) set handcuffs
- (f) Flashlight and Flashlight holder
- (g) Pepper Gas
- (h) Radio and Radio holder
- (i) Three (3) summer shirts
- (j) Three (3) winter shirts
- (k) Three (3) trousers
- (l) Outer belt

- (m) Inner belt
- (n) Cuff case
- (o) Keepers
- (p) Two (2) badges
- (q) Two (2) Name plates
- (r) Collar brass
- (s) Winter (heavy) coat
- (t) Lightweight coat
- (u) Rain Coat
- (v) Traffic Vest
- (w) One (1) pair of boots
- (x) IFAK (Individual First Aid Kit)
- (y) Weapon mounted flashlight

**SECTION 3:** The employee shall carry all equipment issued by THE CITY during the performance of his/her duties, unless specifically excepted by the Chief of Police on an individual basis.

**SECTION 4:** All employees will be given the opportunity to be issued a bulletproof vest by THE CITY. If an employee elects to accept a bulletproof vest, that employee shall wear said vest during uniformed patrol duties, unless specifically excepted by the Chief of Police on an individual basis. If an employee declines to accept a bulletproof vest, he/she shall sign a form provided by THE CITY to acknowledge his/her declining to accept a bulletproof vest. An employee who has refused a bulletproof vest may at a later date revoke his refusal by presenting a written request to the Chief of Police for a bulletproof vest. A vest would then be issued to the employee; however, that employee specifically understands there would be a delay in issuing the bulletproof vest caused by ordering, shipping and possibly funding constraints.

**SECTION 5:** The type, quality, repair and maintenance of all uniform and equipment items shall be as determined by the chief of police with approval by the mayor and consent of the council if required. The Chief of Police or his / her designee shall determine when and if any uniform and equipment item needs repair or replacement. As required by the Chief of Police or his / her designee the employee shall be required at his or her expense to clean and/or alter the issued uniform. Issued uniform and equipment items in need of repair or replacement due to extensive



damage while in the performance of the official police duties will be repaired or replaced by THE CITY. THE CITY further agrees to bear the cost of repair or replacement of issued uniform and equipment items, not damaged while in the performance of official duties, but determined in the discretion of the Chief of Police or his/her designee as in need of repair or replacement. The maximum cost of all repairs or replacements of uniform and equipment items not damaged while in the performance of official duties for each employee shall be \$450.00 annually. The \$450.00 annual employee budget for repair or replacement items may be used for the purchase of (a) Ballistic-protective safety glasses [to include prescription] (b) Cuff keys,(c) Puncture resistant safety gloves, (d) Class A/B = uniforms [511 pants and polo shirts or equivalent as approved by the Chief or his/her designee], and (e) Suits for in-court testimony or investigation purposes as deemed necessary and approved in advance of purchase by the Chief or his/her designee. The city shall furnish one Class A or B shirt and pants per bargaining member per year.

The selection of replacement items shall be the responsibility of the Chief of Police or his / her designee.

**SECTION 6:** THE CITY agrees to replace or repair personal eyeglasses, dentures and/or wristwatches, and other items of personal property, when said item(s) are damaged, destroyed or lost while the employee is on duty and in the course of their employment through no fault of the employee. A properly executed claim form will be required, along with written explanation of the facts surrounding the loss, destruction or damage to the personal property, and an estimate of replacement or repair of said items(s), for payment to be presented to and reviewed by the Chief of Police. Payment is subject to approval by the Mayor and payment to be processed through the normal City claims procedure. The Chief of Police will forward the claims forms and supporting documents with his/her recommendation to the Mayor. If approved, replacement shall mean "with like item(s)" with the total cost not to exceed Three Hundred Fifty Dollars (\$350.00) for each member of the bargaining unit per year.

**SECTION 7:** It is expressly understood that THE CITY has the right to alter or change the style and/or use of said uniform items and equipment as outlined in SECTIONS 2 and 5 of this Article. It is further expressly understood that this section is intended to develop an orderly system whereby THE CITY provides and replaces certain necessary uniforms and/or equipment for the use of the members of the bargaining unit in the performance of their duties when it is necessary to do so, and to replace certain personal property of the members of the bargaining unit which is

damaged in the performance of their duties, subject to certain monetary limitations. It is not the intention of the parties that the payments provided herein are in any fashion an entitlement of the members of the bargaining unit to receive said sums on a yearly basis through the purchase of uniforms, etc., which are not otherwise required. All items provided to an employee through the use of city funds by direct payment to the supplier for purchase or reimbursement to an employee under Sections 2 and 5 hereof shall be and remain the property of the City.

**SECTION 8:** Members of the bargaining unit who are required to use a personal cell phone while on duty shall receive \$40.00 per month toward the cost of the same subject to the approval of the Chief of Police.

**SECTION 9:** Officers retiring from service with the Pryor Police Department by reason of length of service or physical disability with Twenty (20) years of service or more with the Department may, at the officer's election to do so, make a written request to the City for the purchase of the sidearm, badge, rifle or shotgun, or any or all of same, which was issued to the retired officer immediately prior to retirement. Upon such a request from the retiring officer the City shall conduct a reasonable inquiry as to the market value of the item(s) requested to be purchased by the retiring officer. The City shall notify the retired officer of the current market value determined for the item(s) and upon further confirmation of the request from the officer to purchase same, the City shall declare the item(s) surplus and sell them to the retired officer. The cost to the retired officer of purchasing the item(s) shall be the greater of the price the City paid at the time of purchase or the item(s) current market value. Upon payment of that price, the retired officer shall be entitled to ownership of the item(s). The officer shall be given a Bill of Sale for the item(s) purchased and any records regarding the ownership of each item transferred shall be modified to reflect the transfer to the retired officer.

## **ARTICLE 29** **EDUCATION INCENTIVE**

THE CITY agrees to award the following incentive to employees monthly as follows for acquired college education in lieu of all previously agreed payments:

- (A) College Credit. No Degree - \$3.00 per credit hour per year up to 60 hours of college credit to be paid One (1) time in January of the calendar year following the calendar year in which the college credit(s) was earned.
- (B) Associates Degree – 2% increase over base salary;

- (C) Bachelors Degree – 4% increase over base salary;
- (D) Masters Degree – 6% increase over base salary.

THE CITY will reimburse employees for college tuition for course work related to the employee’s job, at the following rate, up to six (6) hours maximum per semester and/or trimester at an accredited college or university, and at a tuition rate commensurate with that at Northeastern Oklahoma State University:

2.0 GPA	50% tuition reimbursement
3.0 GPA	75% tuition reimbursement
4.0 GPA	100% tuition reimbursement

**ARTICLE 30**  
**LONGEVITY**

THE CITY agrees during the term of this agreement to increase each employee's salary for length of service according to THE CITY'S personnel policy and pay plan upon time evaluation of the Chief of Police and the Mayor. The following is a list of employees as of July 1, 2020, who are covered by this contract and their hire dates.

EMPLOYEE	HIRE DATE
Tramel, Kevin, Captain	October 8, 1999
Barham, Claybern, Sergeant	September 1, 2000
Garrett, Joseph Scott, Sergeant	February 21, 2002
Couch, Justin, Sergeant	January 20, 2005
Moore, Michael, Sergeant	March 24, 2005
Van Horn, Dustin, Corporal	June 20, 2007
Cunningham, Jack, Sergeant	January 20, 2008
Bennett, Kenneth, Patrolman	February 1, 2008
Vance, Jared, Corporal	May 7, 2008
Humphrey, Trent, Corporal	November 29, 2012
Brown, Sarah, Patrolman	June 23, 2014
Phillips, Mitchel, Patrolman	July 22, 2015
Allen, Justin, Corporal	October 5, 2015
Hamil, Dillion, Patrolman	October 24, 2015
Jenkins, Johnnie, Patrolman	October 7, 2016

Crittenden, Richard, Patrolman	October 20, 2016
Stanglin, John, Patrolman	October 20, 2016
Gann, John, Patrolman	October 4, 2017
Hershberger, Austin, Patrolman	April 4, 2018
Frazier, Billy, Patrolman	May 3, 2018
Wright, Dylan, Patrolman	May 3, 2018
Thomas, Samantha	May 17, 2018
Armontrout, Timothy, Patrolman	June 4, 2018
Gunter, Jamal, Patrolman	August 30, 2018
Gilbert, Matthew, Patrolman	October 4, 2018
Keim, Chance	November, 21 2018
Reese, Tanner	April 8, 2019

All Bargaining Unit members, upon successful completion of five (5) years of continuous and uninterrupted employment as a unit member of the Pryor Police department, shall receive longevity compensation in an annual lump sum payment equal to \$2.50 times the length of service in years times twelve. All Bargaining Unit members, upon successful completion of ten (10) years of continuous and uninterrupted employment as a unit member of the Pryor Police department, shall receive longevity compensation in an annual lump sum payment equal to \$5.00 times the length of service in years times twelve. Longevity pay is subject to Federal, State and FICA taxes. This amount shall be paid on the first full pay period after the anniversary date of original employment as full time employee. For purposes of clarification it is stated that the longevity compensation herein discussed is payable commencing on the 5th and 10th year anniversary dates.

Officers retiring from service with the Pryor Police Department by reason of length of service or physical disability with Twenty (20) years of service or more with the Department shall be paid a further lump sum longevity compensation payment in an amount equal to the greater of 125% of the price the City paid for the sidearm and badge carried by the retiring officer immediately prior to the officer's retirement or 125% the current market value of the sidearm and badge at the time of retirement.

**ARTICLE 31**  
**PERFORMANCE EVALUATION**

**SECTION 1:** All members shall be evaluated using THE CITY'S performance evaluation form, which form is incorporated herein by reference, sixty (60) days prior to his/her anniversary date. Evaluations are to be conducted by the Chief of Police or his designee and require the signature of the Chief of Police, employee and the Mayor. Nothing herein shall prohibit the Chief of Police from conducting additional performance appraisals at any time the Chief of Police deems it appropriate to do so.

**SECTION 2:** Members who are on initial probation will not have a performance pay evaluation until the end of the probationary period. Members, upon successful completion of their probationary period, will be moved to next step of the pay plan.

**SECTION 3:** If a member does not feel that the performance evaluation done by someone other than the Chief of Police was done properly or fairly, the member may, by written request for review of the performance evaluation delivered to the Chief of Police within five (5) days of completion of the initial performance evaluation, ask the Chief of Police to personally review the performance evaluation. The Chief of Police shall perform a review of the employee's performance evaluation within ten (10) days of receipt of the request and shall notify the employee in writing of his action taken on the review of the performance evaluation. After review by Chief of Police, if a member still does not feel that the performance appraisal was done properly or fairly, the member shall, within five (5) days of receipt of the notification of the Chief of Police of the action taken on the review, deliver to the Mayor (a) a copy of the initial performance evaluation (b) a copy of the notice of action taken on review by the Chief of Police and (c) a written statement from the employee setting forth the factual basis for the employee's belief that the performance evaluation was not done properly or fairly together with all evidence believed by the employee to support a different evaluation.. The Mayor, the evaluating officer, the member and his/her Union Representative shall meet within seven (7) days of delivery of the aforesaid information to the Mayor to discuss the evaluation. Following completion of the above steps the evaluation may be grieved through the grievance procedure contained in ARTICLE 11.

**SECTION 4:** A promotion pay increase will not be approved on employees receiving two or more evaluation ratings that fall below minimum standards per annual performance review.



**ARTICLE 32**  
**MERITORIOUS STEP INCREASE**

In special cases where employees are advancing in their work significantly faster than is outlined by the requirements for the length of service in that step, employees may be promoted before completing the required length of service in that step. Such promotion request must include written justification and be submitted to the Mayor who will make the decision with the consent of the City Council. Such cases will be exceptional.

**ARTICLE 33**  
**COMPENSATION**

**SECTION 1:** The rate of compensation for those employees subject to this agreement shall be as set forth on Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth. All members shall receive 2.0% pay increase according to the revised pay plan attached hereto. Any change in the rate of compensation for any employee subject to this agreement shall be effective July 1, 2020.

**SECTION 2:** In rare instances, in the absence of a shift supervisor, a senior patrolman has to work as acting supervisor, he/she shall be compensated at the hourly rate equal to that of a corporal at the same step of employment.

**SECTION 3:** In the event any employee covered by this contract completes forty (40) hours of CLEET Certification during any one calendar year, two (2) hours of which must be Mental Health credits, he or she shall receive a lump sum payment of \$500.00 payable within thirty (30) days of completion and verification of said credit.

**SECTION 4:** Newly hired employees who already possess CLEET Certification at the date of hire and provide proper documentation of that certification to the City shall be hired at Step 2 of the Pryor Creek Pay Plan for Police. Thereafter, for the term of the employee's employment with the City's Police Department the standard Step increases for pay as set forth in the Pryor Creek Pay Plan for Police shall apply.

**Section 5:** Newly hired employees, upon successful completion of CLEET Certification and Field Training Officer Program will be raised to Step 2 effective from and after successful completion of same.

**ARTICLE 34**  
**CITIZENS COMPLAINTS**

No disciplinary action shall be taken against an employee, as said disciplinary action is

defined by the City of Pryor Creek, Oklahoma Police Department Standard Operating Procedures solely on the basis of a citizen's complaint unless said citizen's complaint is reduced to writing and signed by the citizen complaining, or by said citizen's parent or lawful guardian.

**ARTICLE 35**  
**SUCCESSORS AND ASSIGNS**

This agreement shall be binding on the successors and assigns of the parties hereto and no provision, term or obligation contained herein shall be affected, modified, altered or changed to the detriment of the other party by change of any kind, such as re-composition of elected bodies, or elected officials, or appointed officials, employees, agents, delegates or other assigns.

**ARTICLE 36**  
**PREPARATION AND DISTRIBUTION OF PUBLICATIONS**

THE CITY shall furnish to each employee at no expense, a copy of this agreement. THE CITY shall furnish to THE LODGE, at no expense, one (1) copy of the Pryor Police Department Standard Operating Procedure Manual and the Pryor City Code. All to be delivered within ninety (90) days of the effective date of this agreement. Additional copies of documents beyond that listed herein shall be provided at statutory rates and charges for open records.

**ARTICLE 37**  
**PERSONNEL FILES, CONFIDENTIALITY**

**SECTION 1:** Any records, information or documents concerning an investigation of a member shall be retained for future information and reference. Such documentation shall include, but not necessarily be limited to, letter of reprimand from supervisors for the said member, documentation concerning counseling sessions for violations of any rules or regulations or policies within the department of THE CITY for said member, and any other information that could be reasonably construed as being detrimental to the member's future with the department.

**SECTION 2:** THE CITY, through its own auspices which include the Chief of Police, shall at all times respect the privacy concerns of the officers regarding personnel files. Matters within such files shall not be released except for good cause shown, and only on a need-to-know basis, as determined by the Mayor upon the advice of the City Attorney. If any copy of a personnel file is made, said copy should be destroyed after the reason for the copy being made has been completed, unless said destruction is prohibited by court order.

**SECTION 3:** Members shall be allowed to review their personnel file under appropriate supervision at any reasonable time, and may insert their own response into the personnel file,

regarding any matter contained therein.

**SECTION 4:** No original personnel files shall be removed from police department except by court order, whereupon the officer shall be given notice of such removal.

**SECTION 5:** All results of drug testing will be kept in a confidential file in the Office of the Mayor in the employee's personnel file. Access to drug testing reports in the personnel file shall be limited to only the Mayor, employee, Chief of Police without issuance of a court order to the contrary.

**SECTION 6:** Personnel files will not be made available to any person other than the employee, the Chief of Police, or responsible management and staff personnel of THE CITY, except as are otherwise provided in the Oklahoma Open Records Act, Title 51, Oklahoma Statutes 1991, Section 24A.1 et seq; or as may be required by a court order.

**SECTION 7:** The provisions of the Oklahoma Open Records Act shall apply to all records maintained by THE CITY.

### **ARTICLE 38** **LEGAL REPRESENTATION**

**SECTION 1:** THE CITY shall provide legal representation for any member who may have a suit, claim or charge filed as a civil or criminal proceeding against him or her arising out of any incident or transaction participated in by such member in the appropriate performance of official duties as a policeman of THE CITY. Such legal representation shall be by the city attorney or his delegate. If the officer does not agree to such representation he may select his own legal counsel at his own expense.

### **ARTICLE 39** **DUES**

**SECTION 1:** Employees covered by this Agreement may authorize payroll deductions for the purpose of paying LODGE dues. No authorizations shall be allowed for payment of initiation fees, assessments or fines.

**SECTION 2:** THE LODGE will initially notify the Employer as to the amount of dues. Such notification will be certified to the Employer in writing over the signature of an authorized officer of THE LODGE. Changes in association membership dues will be similarly certified to THE CITY and shall be done at least one month in advance of the effective date of such change.

**SECTION 3:** Dues shall be deducted bi-weekly and the funds deducted shall be remitted to the Treasurer of THE LODGE. THE LODGE will indemnify, defend, and hold the Employer harmless

against any claims made and against any suits instituted against the Employer on account of payroll deduction of Lodge dues.

**SECTION 4:** This payroll deduction shall be revocable by the Employee notifying the Employer in writing on a prescribed form. THE LODGE shall be notified on any revocation.

**ARTICLE 40**  
**SAVINGS CLAUSE**

**SECTION 1:** If any article or section of this agreement should be found to be invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other article parts or portions of this agreement not so affected shall remain in full force and effect.

**SECTION 2:** In the event of invalidation of any article or section both THE CITY and THE LODGE agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section and other articles or sections which were directly affected.

**ARTICLE 41**  
**DRUG TESTING**

**SECTION 1:** It is agreed that efficiency and safety in the workplace is necessary and required in order to carry out the mission of the Police Department. Therefore, it is understood that the use of alcohol, drugs or other controlled substances by members of the Bargaining Unit without proper prescription or other authorization while on duty or in the workplace is detrimental to the operation of the Police Department, and the health and safety of the employees thereof, and is expressly prohibited under this Agreement and the rules and regulations of the City and Police Department. It is further agreed that the provisions of The City of Pryor Drug and Alcohol Free Workplace Policy, as it exists on the date of approval of this Agreement, apply to all members of the Bargaining Unit and is expressly incorporated herein by reference as a part hereof.

**SECTION 2:** In order to provide a model for the citizens of Pryor, members will be subject to random drug testing and will adhere to City of Pryor's Policy and Procedures.

**THIS AGREEMENT** is executed in multiple original counterparts the day and date above written.

**PASSED AND APPROVED** this \_\_\_\_\_ day of May 2020 by the Mayor and Council of the City of Pryor Creek, Oklahoma.

**CITY OF PRYOR CREEK, OKLAHOMA**

By \_\_\_\_\_  
Larry Lees, Mayor

(Seal)  
ATTEST:

\_\_\_\_\_  
Eva Smith, City Clerk  
APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
K. Ellis Ritchie, City Attorney

**FRATERNAL ORDER OF POLICE  
LODGE NO.116**

By \_\_\_\_\_  
Lodge President

(SEAL)

Attest:

\_\_\_\_\_  
Lodge Secretary



**EXHIBIT A**

**POLICE PAY PLAN 2020-2021  
CITY OF PRYOR CREEK  
EXHIBIT A**

		<u>Step One</u>	<u>Step Two</u>	<u>Step Three</u>	<u>Step Four</u>	
		Hire Date	1 Year	4 Year	7 Year	
<b>J</b>	<b>POLICE PATROLMAN</b>	\$36,741	\$42,292	\$44,686	\$49,641	
<b>K</b>	<b>POLICE CORPORAL</b>	\$37,761	\$43,472	\$45,938	\$50,999	
<b>L</b>	<b>POLICE SERGEANT</b>	\$38,816	\$44,686	\$47,037	\$53,471	
<b>M</b>	<b>POLICE CAPTAIN</b>				\$54,045	

**APPROVED BY COUNCIL:** \_\_\_\_\_

**EXHIBIT B  
OFFICER RANKS**

<u>Officer</u>	<u>Rank</u>	<u>Date of Current Rank</u>
Tramel, Kevin	Captain	February 2016
Couch, Justin	Sergeant	November 2012
Moore, Michael	Sergeant	December 2016
Barham, Claybern	Sergeant	December 2016
Cunningham, Jack	Sergeant	April 17, 2018
Garrett, Scott	Sergeant	April 17, 2018
Van Horn, Dustin	Corporal	April 17, 2018
Humphrey, Trent	Corporal	April 17, 2018
Vance, Jared	Corporal	November 20, 2018
Allen, Justin	Corporal	November 20, 2018
Bennett, Kenneth	Patrolman	April 2008
Jenkins, Johnnie	Patrolman	October 7, 2016
Stanglin, John	Patrolman	October 20, 2016
Phillips, Mitchel	Patrolman	December 21, 2016
Gann, John	Patrolman	October 4, 2017
Hershberger, Austin	Patrolman	April 4, 2018
Frazier, Billy	Patrolman	May 3, 2018
Armontrout, Timothy	Patrolman	June 4, 2018
Gunter, Jamal	Patrolman	August 30, 2018
Brown, Sarah	Patrolman	September 20, 2018
Gilbert, Matthew	Patrolman	October 4, 2018
Hamil, Dillion	Patrolman	November 15, 2018
Crittenden, Richard	Patrolman	January 2, 2019
Wright, Dylan	Patrolman	May 16, 2019
Thomas, Samantha	Patrolman	July 2, 2019
Keim, Chance	Patrolman	October 17, 2019
Reese, Tanner	Patrolman	March 16, 2020

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE CITY OF PRYOR CREEK, OKLAHOMA**

**AND**

**LOCAL 3567 of**  
**THE INTERNATIONAL ASSOCIATION**  
**OF FIRE FIGHTERS, AFL-CIO/CLC**

**Effective**

**JULY 1, 2020 through JUNE 30, 2021**

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**ARTICLE 1**  
**COLLECTIVE BARGAINING AGREEMENT**

This agreement made and entered into and to be effective this, 1st day of July, 2020 regardless of date signed, by and between the City of Pryor Creek, Oklahoma, hereinafter referred as “City” and Local 3567 of the International Association of Firefighters, AFL-CIO/CLC, hereinafter referred to as “Local”.

This collective bargaining agreement is made pursuant to OKLA. STAT. Titl. 11 § 51-105 et. seq. and is made to:

- (a) Establish wages, hours, benefits, grievance procedures, and other terms and conditions of employment of represented members of the City of Pryor Creek Fire Department;
- (b) Assist in the amicable adjustment of labor disputes.

**ARTICLE 2**  
**RECOGNITION**

The City recognizes the Local as the sole and exclusive Bargaining Agent for all permanent paid members of the Pryor Creek Fire Department with the exception of the Fire Chief and one (1) designated administrative assistant.

**ARTICLE 3**  
**DURATION OF AGREEMENT**

Section 1.

This agreement shall be effective as of July 1, 2020, and shall remain in full force and effect through June 30, 2021.

Section 2.

The term of this agreement shall not exceed one (1) year. Provided however, this agreement may be extended for one (1), one year period upon the written mutual consent of both parties no later than thirty (30) days before the expiration of the term of the agreement.

Section 3.

Whenever wages, rates of pay or other matters requiring the appropriation of monies by the City are included as matters of collective bargaining, written notice of request for collective bargaining shall be given by either party at least one hundred twenty (120) days before the last day on which monies can be



appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

Section 4.

It shall be the obligation of each party to meet at a reasonable time and confer in good faith with representatives of the other party within ten (10) days of written notice requesting a meeting for collective bargaining purposes. Provided, however, it is understood that the parties have negotiated fully on wages, benefits and other terms and conditions of employment for the term of this agreement, and neither party shall be required to renegotiate such terms during the agreement.

Section 5.

It is understood that all time limits found within this agreement may be extended with mutual concurrence. Which mutual concurrence shall be effective to extend any time limit only if, previous to the expiration thereof, the mutual concurrence is set forth in writing and acknowledged by signature of the President of the Union and the signature of Mayor or City Attorney.

**ARTICLE 4**  
**PREVAILING RIGHTS**

Pursuant to OKLA. STAT. Titl. 11 § 51-111 the parties acknowledge and agree that the applicable rules, policies and procedures, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the fire department and City of Pryor Creek currently in effect on the date this agreement is signed are incorporated into this agreement except as expressly modified or changed by the specific terms of the agreement.

**ARTICLE 5**  
**NON-DISCRIMINATION**

Section 1.

Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to comply with applicable laws, rules, regulations or orders which insure that applicants or employees are treated without regard to race, religion, sex, national origin, age, handicap, status of Union membership, or political affiliations, or other categories protected by law. Nothing in this Agreement shall be interpreted as diminishing the obligations of the City or the Local to comply with the provisions of the Fair Labor Standard Act, any duly adopted and applicable Department of Labor regulation promulgated hereunder, and any other applicable laws, rules, regulations, standards and orders.

Section 2.

The use of the masculine or feminine gender herein shall be construed to mean both or either gender, as the case may be, unless the context requires otherwise.

**ARTICLE 6**  
**PROHIBITION OF STRIKES**

Section 1.

The Local and its members agree not to engage in a strike, work stoppage, or other similar forms of interference with the operations of the Pryor Creek Fire Department as defined in OKLA. STAT Titl. 11 § 51-102(3).

Section 2.

The Local and the City agree not to coerce or attempt to coerce the other party in the selection of its representatives for the purposes of collective bargaining. The Local and its members agree not to call for any boycott of the business or employment of any members of the City Council or of their employer during contract negotiations.

Section 3.

The City recognizes that it is the public policy of the State of Oklahoma to accord the permanent members of the Fire Department all of the rights of labor, other than the right to strike or to engage in any work stoppage or slowdown as defined in OKLA. STAT. Titl. 11 § 51-101-B

**ARTICLE 7**  
**ADMINISTRATIVE RIGHTS**

All of the rights to manage and direct the fire department, which have not been specifically abridged by this Agreement, shall remain the exclusive right of the City. Such rights include, but are not limited to the right to hire, promote, reprimand, suspend, demote or discharge employees for just cause, subject to the grievance and arbitration procedures herein, the right to conduct and control operations of the department, the right to introduce new or improved methods of operation and equipment, the right to schedule and assign the use of such equipment or manpower.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

Section 1.

The Local or any employee covered under this Agreement may file a grievance within fifteen (15) days of the date of an alleged violation of this Agreement

occurs or becomes known to the Union or an employee, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2.

The Local President or his authorized representative may report an impending grievance to the Fire Chief or his designee in an effort to forestall its occurrence.

Section 3.

Any controversy between the City and the Local or employee concerning the interpretation, enforcement or application of any provision of this Agreement concerning any of the terms or conditions of employment contained in this Agreement shall be adjusted in the following manner:

- A. The grievant shall notify the Local Grievance Committee and the Fire Chief, or his designee, of the filing of a grievance. Within ten (10) calendar days the Local Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement.
  - (1) If the Local Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary;
  - (2) If the Local Grievance Committee finds a grievance does exist, the procedure of Section 3.B shall apply;
- B. If the Local Grievance Committee finds that a grievance does exist, the Committee shall submit, in writing, this grievance to the Fire Chief, or his designee, for adjustment. Upon receipt of the grievance, the Fire Chief shall sign a document indicating receipt of the grievance and indicating the time of receipt.
- C. The Fire Chief, or the Assistant Fire Chief, shall submit his answer in writing to the employee(s) involved and to the Local Grievance Committee within seven (7) calendar days of receipt of the grievance. A representative of the Local Grievance Committee shall sign a document indicating the time of receipt of the answer by the Fire Chief. The grievance shall be considered settled unless the Local Grievance Committee within seven (7) calendar days from receipt of the answer by the Fire Chief submits the grievance to the Mayor or to the Mayor's designee if the Mayor is not available-the City Clerk or

the Vice Mayor. At the time the Mayor, or the Mayor's designee receives the grievance from the Local Grievance Committee, he/she shall sign a document indicating the time of receipt of the grievance.

- D. The Mayor shall submit his/her answer in writing to the Fire Chief, the employee(s) involved, and the Local Grievance Committee within ten (10) business days. A member of the Local Grievance Committee shall sign a document indicating the time of receipt of the Mayor's response. If the Mayor and the Local Grievance Committee have not settled the grievance within that time, then either party may request arbitration. If either party requests arbitration, it shall be submitted for adjustment as follows:
- (1) Prior to the initiation of arbitration, either party or the parties jointly may notify the Federal Mediation and Conciliation Service to administer grievance mediation in a good faith effort to resolve the grievance. If the grievance remains unsolved, it may be submitted to a grievance arbitrator for resolution by either party or jointly as the case may be.
  - (2) Either party may request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service.
  - (3) Within seven (7) calendar days from the receipt of such panel, a Representative of the Local and City shall confer and alternately strike names until one arbitrator remains, which shall be selected as the impartial arbitrator. The City shall make the first strike on even numbered grievances and the Local on odd numbered grievances.
  - (4) Upon notification of the Federal Mediation and Conciliation Service of the selection of the arbitrator and the arbitrator is contacted, the date for arbitration shall be set, if possible, within thirty (30) calendar days from the date the arbitrator is notified of his selection.
  - (5) Within ten (10) days, if possible, after the conclusion of the hearing, the arbitrator shall issue a written opinion and decision with respect to the issues presented. A copy of the decision shall be mailed or delivered to the Local and the City.

- (6) The arbitration hearing shall be informal. Any and all documentary evidence and other data deemed relevant by the arbitrator might be received in evidence. The arbitrator shall have the power to administer oaths and require by subpoena the attendance and testimony of witnesses, the production of books and documents and other evidence relative or pertinent to the issues presented to him for determination.
- (7) With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decisions and opinion of the arbitrator shall be final and binding upon the parties to this Agreement to the extent such decision and opinion are consistent with Oklahoma and/or Federal law, as decided by a court of competent jurisdiction.
- (8) The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
- (9) The cost of the impartial arbitrator shall be shared between the Local and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 4.

All time limits set forth in this Article may be extended by mutual agreement, in writing, but if not so extended, shall be strictly observed.

**ARTICLE 9**  
**PERSONNEL REDUCTION**

Section 1.

In the event personnel reduction(s) are necessary, the employee with the least seniority in the Fire Department shall be laid off first, subject to a thirty-day (30) notice to each employee of the Fire Department for the purpose of providing the opportunity for incumbent employees to exercise their pension options.

Section 2.

Laid off employees will be placed on a recall list for twelve (12) months from the effective date of the layoff. Before hiring other applicants, those employees who were laid off will be contacted first in order of the employee with the most seniority through the employee with the least seniority, to determine if they wish to return to the employment of the City of Pryor Creek Fire Department. Contact will be made by mailing a notice to the employee and the Union President at the address on file in the Personnel Office. It is the employee's responsibility to keep Personnel informed of his current address and telephone number. Each employee contacted will be given a thirty-day (30) period to notify the Employer of his intentions. The thirty-day (30) time frame begins from the date of the mailing of the notice. If the employee fails to notify the Employer within this thirty-day (30) period, he will relinquish all recall rights. If the employee does notify the Employer of his intention to return to work, but fails to report to work on the agreed upon starting date, he will relinquish all recall rights.

Section 3.

Leave time will not accrue during the period of layoff. However, previously accrued sick leave and seniority will be reinstated, if the laid off employee is recalled within twelve (12) months after the layoff, vacation accrual rates and longevity rates will be the same as before the layoff.

**ARTICLE 10**  
**INSURANCE**

Section 1. Purpose.

The City, according to the terms of this agreement, makes Health Insurance available to all employees in compliance with the "Patient Protection & Affordable Care Act". Under the terms of this agreement the Local covenants and agrees to provide group health and life insurance benefits to all eligible members of the Pryor Creek Fire Department. For purposes of Article 10 only, "all eligible members of the Pryor Creek Fire Department" is interpreted to include all bargaining members of the Fire Department including probationary employees. This may include the Fire Chief and Assistant Fire Chief at discretion of Mayor and Council. It is further understood that any member of the Fire Department who does not enroll in the Local's insurance plan upon becoming eligible, or any member who drops the Local's insurance and wishes to re-enroll at a later date, shall be subject to the requirements of the Third Party Administrator of the Union's insurance plan, and the requirements of the Professional Fire Fighters of Oklahoma.



Section 2. Employer Contributions to Insurance Fund.

The City agrees to contribute to the Local Insurance Fund for each employee of the Fire Department enrolled in the Union's group health, dental and life insurance plan on a monthly basis the amounts as herein specified:

a. For Employee Coverage:

100% of the employee's actual cost of coverage for health, dental, vision and life insurance up to a maximum of \$700.00.

b. For Employee and Family Coverage:

(1) 100% of the Employee portion of the premium for coverage of the employee for health, dental, vision, and life insurance, and

(2) 100% of the Dependent(s) portion of the premium for coverage of the dependent(s) for health, dental, vision and life insurance.

The maximum contribution of the City to the payment of premium for "Employee and Family" insurance coverage shall be One Thousand Five Hundred Dollars and No/100 (\$1,500.00). Currently the maximum monthly contribution to be made by the city towards the payment of health insurance premiums for other city employees is \$1,500.00. In the event that the city increases the maximum monthly contribution to be made by the city towards the payment of health insurance premiums for other city employees, then the maximum contribution of the City to the payment of premiums for coverage under this provision shall be increased in the same amount as the increase allowed for other City employees.

The City agrees to deduct and pay over to the Union on a monthly basis any additional sums from the employee's net payroll upon his or her written request which must be countersigned by the Union's President or the President's designated representative, for additional sums which may be due to the Union's Third Party Administrator for other costs associated with the employee's enrollment in Union's group Health Insurance Plan.

Section 3. Liability for Benefits.

It is distinctly understood and agreed that the City's only obligation is to pay the cost of the group insurance as described in Section 2. All matters with respect to coverage, payments or benefits and the amount thereof, shall be reserved to the Local and the insurance provider as to control and policies.

Section 4. Selection of Insurance Provider.

The selection of the insurance provider shall rest solely with the Union.

Section 5. Indemnification.

The Local further agrees to indemnify the City against all liabilities in connection with the administration of the group insurance program provided by the Local. Provided, that this section shall not impose any obligation on the Local to indemnify the City against willful misconduct or negligent acts or omissions of the City, its agents or its employees.

Section 6. Employee Authorization/Provision of Documents.

The Local shall:

- a. Provide to the City a complete copy of the approved health, life and dental insurance plan(s) selected by it for the provision of insurance to its members within Twenty (20) days of its selection of the insurance plan(s).
- b. Copies of all individual group enrollment cards within Thirty (30) days of their completion by the individuals enrolled in the group.
- c. Such other documents and information as may be reasonably requested by the City shall be timely, reasonably and seasonably provided by the Local to the City upon request by the City for same.

**ARTICLE 11**  
**REPLACEMENT OF DAMAGED ITEMS**

Section 1.

The City agrees to compensate the employee for damage to or loss of personal items, including but not limited to clothing and uniforms, prescription and safety eyeglasses or contact lenses, dentures, cell phones or watches that may become damaged or lost during the employee's performance of assigned duties. Watches reimbursement shall be limited in amount up to \$150.00. Cell phone reimbursement shall be limited in amount up to \$300.00. Approval of claim by the City shall be subject to prior approval by the Chief or Assistant Chief.

Section 2.

The amount reimbursed to the employee will be a reasonable amount agreed to by the employee and the Mayor.

**ARTICLE 12**  
**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this contract; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind such as re-composition of elected bodies or elected or appointed officials, employees, agents, delegates or other

assigns.

**ARTICLE 13**  
**PERSONNEL FILES CONFIDENTIALITY**

**Section 1.**

Any records, information or documents concerning an investigation of a member shall be retained for future information and reference. Such documentation shall include, but not necessarily be limited to, letter of reprimand from supervisors for the said member, documentation concerning counseling sessions for violations of any rules or regulations or policies within the department of the City for said member, and any other information that could reasonably be construed as being detrimental to the member's future with the Department.

**Section 2.**

The City, through its own auspices which include the Fire Chief, shall at all times respect the privacy concerns of the employees regarding personnel files. Matters within such files shall not be released except for good cause shown, and only on a need-to-know basis, as determined by the Mayor upon the advice of the City Attorney. If any copy of a personnel file is made, said copy shall be destroyed after the reason for the copy being made has been completed, unless said destruction is prohibited by Court order.

**Section 3.**

Employees shall be allowed to review their personnel file under appropriate supervision at any reasonable time, and may insert their own response into the personnel file, regarding any matter contained therein.

**Section 4.**

No original personnel file shall be removed from the Fire Department except by Court order, whereupon the employee shall be given notice of such removal.

**ARTICLE 14**  
**HOLIDAYS/VACATION/LEAVES**

**Section 1.**

Employees shall be granted holiday time off work for the scheduled holidays to be observed during the calendar year as established by the city for non-union city employees PLUS President's Day for a total of thirteen (13) holidays. Each employee's scheduled time off work in observance of a holiday shall be scheduled subject to the approval of the Fire Chief or Assistant Chief. The Chief or Assistant Chief shall have the authority to schedule employee holiday time off work to be

taken on a day other than the actual holiday as deemed reasonably necessary in the discretion of the Chief to maintain staffing readiness of the department.

Section 2.

The Mayor may at his / her discretion due to safety reasons close any non-emergency facilities without granting additional leave to emergency services personnel.

Section 3.

Holiday Leave Time must be used within (12) twelve months of the employee's anniversary date or the same shall be lost. However, in the event schedule holiday leave time is required to be cancelled as a result of a disaster, declared emergency or due to staffing needs of the department which results in the member being unable to take the scheduled holiday time off work by the end of the calendar year the City shall pay the employee the equivalent pay for twelve (12) regular work hours for each unused holiday. Payment therefore shall appear on the employee's regular paycheck and shall be paid no later than the 2nd pay period of the calendar year following the year in which they were earned.

Section 4.

City of Pryor Creek full time employees that are members of the IAFF Local 3567 bargaining unit shall receive vacation leave in accordance with the number of years of continuous service as follows:

<u>YEARS OF SERVICE</u>	<u>ACCRUED VACATION PER YEAR</u>
One (1) through five (5) years	120 hours per / 5 shifts
Six (6) through nineteen (19) years	168 hours per year / 7 shifts
Twenty (20) or more years	216 hours per year / 9 shifts

- A. Beginning on your first anniversary date of full time employment vacation will be awarded at 120 hours. Accrual will begin at 10 hrs per month on your first anniversary date of full time employment and you will be awarded 120 hours on each anniversary until you reach your fifth anniversary. On your fifth anniversary date of full time employment your accrual will increase to 14 hours per month and when you reach your sixth anniversary you will be awarded 168 hours. On your nineteenth anniversary date of full time employment your accrual will increase to 18 hours per month until you reach your twentieth anniversary date of full time employment you will be awarded 216 hours. All vacation time must be used within the year it

- is awarded or the same shall be lost.
- B. Upon completion of one (1) year of continuous service with the City of Pryor Creek vacation may be taken. Vacations must be taken within the twelve (12) month period following the twelve (12) month period earned.
  - C. Seniority of an employee shall be considered in approving all vacation leave request.
  - D. Upon retirement, an employee shall be paid for accrued vacation leave, at his regular hourly rate of pay.
  - E. Vacations will be scheduled and approved by the Fire Chief or Assistant Fire Chief, taken in such a manner so as not to impede the normal operations of the Fire Department. The minimum earned vacation time an employee may use is twelve (12) hours.
  - F. An employee who takes normal or early retirement will be allowed any vacation pay to which he is entitled for the fiscal year in which he retires by reason of service with the City for the previous fiscal year. In addition, an employee will accrue the vacation pay set forth in this Section for each full calendar month of service with the City from his / her hire date to his retirement date. Employees will be paid for this vacation on his / her last regular day of service.
  - G. A permanent, full-time employee who elects to terminate his employment with the City will be paid an amount equal to the vacation pay accrued by reason of service with the city during the previous fiscal year and not yet taken.
  - H. Vacation leave may not be carried over from year to year.

#### Section 5.

Sick leave for Fire Department employees shall accumulate at the rate of 10 hours per month, with a maximum accumulation limit of Seven Hundred and Twenty (720) hours. Accrued sick leave can be used for an employee's personal illness, for employee's medical or dental appointments, or for the care of an immediate family member. Employees must use all available paid leave (sick leave and vacation) before the employee would be eligible for a leave without pay for sick leave purposes. If an employee prefers to take a leave without pay rather than use

paid leave time, the Fire Chief will review such request on a case-by-case basis.

Section 6.

Full-time or part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible for extended sick leave or family leave. The City of Pryor Creek will comply with all provisions contained in the Family and Medical Leave Act of 1993. Where this Labor Agreement provides greater benefits for employees, these provisions will supersede those contained in the Family and Medical Leave Act of 1993.

Section 7.

Any employee that has accrued sick leave greater than the 720 hours will be compensated at the rate for base pay. Employee will be paid hour for hour the pay period following the employee's anniversary date for all hours accrued in excess of the maximum accumulation of 720 hours.

Section 8.

An employee may elect to use accrued comp time, vacation, and holiday time in lieu of sick time. Employee must have the approval of either the Chief or Assistant Chief. This section is intended for situations involving employee extended illness or off the job injury only.

**ARTICLE 15**  
**HOURS AND TIME EXCHANGE**

Section 1.

The work period for Fire Department employees shall be Twenty-Eight (28) days with the pay period ending date to coincide with the City of Pryor's normal pay period ending date.

Section 2.

The number of hours worked at regular pay scale is Two Hundred Twelve (212) hours during a work period.

Section 3.

All hours actually worked in excess of Two Hundred Twelve (212) during a work period shall be compensated in comp time at a rate equal to 1.5 times the number of hours worked.

Section 4.

Notwithstanding that the work period is a Twenty-Eight (28) day work period



employees will be paid on a bi-weekly schedule. Adjustments in the amount of pay to be received by the employee for the work period shall occur and be reflected in the second paycheck received for the work period.

Section 5.

Paid time off work for vacation time, holidays, sick leave, union leave under Article 16 Section 3, and bereavement leave, shall be counted as hours worked towards the Fair Labor Standards Act overtime hours threshold.

Section 6.

Due to shift scheduling during the year, any pay period in which the employee is scheduled to work 10 shifts, the employee may be scheduled a Kelley Day in order to maintain a Two-Hundred Twelve (212) hour work period schedule at the discretion of the Chief.

Section 7.

Fire Department shift employees shall work a schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

Section 8.

Time of shift change will be 0800 hours.

Section 9.

The City agrees that employees have the right to exchange time, subject to approval of the Fire Chief or Assistant Fire Chief, when the change does not interfere with the operations of the Fire Department, provided that the employee wishing to exchange time has like skills, knowledge and ability.

Section 10.

An Employee shall be allowed to carry on the books a maximum of 200 hours of comp time. Employees who accrue in excess of 200 hours of comp time which have accumulated at the rate of time and one-half shall be paid cash wages at straight time for comp time hours in excess of the 200 hours. Payment for all comp time hours over 200 shall be paid on the employee's next regular paycheck. However, if an employee reaches the maximum 200 hours within forty-eight (48) hours of the end of a pay period, then the employee will be paid no later than the second paycheck from the time the maximum accumulation is reached.

Section 11.

Employees on "off duty" status responding to an "all department page" shall be

compensated a minimum of two (2) hours of time per call. Employees on “off duty” status responding to a “shift frequency call” shall be compensated for actual time worked responding to the call.

## ARTICLE 16 BARGAINING UNIT RIGHTS AND SECURITY

### Section 1.

The City agrees to prepare and deliver to the Local, one (1) copy of the current Labor Agreement for each member of the bargaining unit, one (1) copy to be placed in the Fire Station and one (1) copy to be provided to the Professional Fire Fighters of Oklahoma. The Local agrees to distribute said copies.

### Section 2.

The City shall provide space in all fire stations for a Local bulletin board. Material posted on the bulletin board shall be limited to Union business, notice of meetings, seminars, workshops, legislative reports, safety bulletins, etc. No material of a subversive or derogatory nature or political endorsements shall be posted.

### Section 3.

The Local is granted ninety-six (96) hours off per year with pay for the purpose of conducting Union business, with prior approval of the Fire Chief or Assistant Fire Chief. The specific Local member who shall be allowed to take said time off with pay shall be determined by the Local President.

### Section 4.

Employees who are required by due process of law to render jury services or Court services shall receive their regular pay from the City during such period, minus pay received for jury service.

### Section 5.

All employees qualified and entitled to vote in any election shall, when necessary, be allowed sufficient time off with pay to exercise this privilege.

### Section 6.

Members of the Union Bargaining Committee shall be allowed time off without loss of pay to attend all scheduled bargaining meetings and investigate grievances. In the event of an alarm requiring employee response, the Bargaining Meeting shall be recessed or adjourned. All Bargaining Meetings shall take place within five (5) minute response time to the station for this Section to be effective.

Section 7.

The City agrees to deduct dues only bi-weekly in an amount certified to be correct by the Secretary-Treasurer of the Local from the pay of those employees who individually request in writing that such deductions be made. The City shall remit the total amount of deduction each month to the Secretary-Treasurer of the Local. This Authorization shall remain in full force and effect during the term of this Agreement. All deductions will be for the month in which they are taken. The Local shall indemnify, defend and hold the City harmless against any claims made, and against any suits instituted against the City on account of payroll deduction of Local dues.

**ARTICLE 17**  
**INCENTIVE PAY**

Section 1.

Those employees of the Local who have completed the requirements for, and who are currently certified pump mechanics shall receive an incentive pay of (\$150.00) per month.

Section 2.

Those employees of the Local who have completed the requirements for, and who are currently certified ropes 1 shall receive an incentive pay of (\$150.00) per month.

Section 3.

Those employees of the Local who have completed the requirements for, and who are currently certified swift water rescue shall receive an incentive pay of (\$150.00) per month.

Section 4.

Those employees of the Local who have completed the requirements for, and who are currently certified as Hazmat Ops shall receive an incentive pay of (\$150.00) per month.

Section 5.

Those employees of the Local who have completed the requirements for, and who are currently certified as Fire Fighter 2 shall receive an incentive pay of (\$150.00) per month.

Section 6.

Those employees of the Local who have completed the requirements for, and who are currently certified as Confined Spaces shall receive an incentive pay of (\$150.00) per month.

Section 7.

Those employees of the Local who have completed the requirements for, and who are currently certified as an EMT shall receive an incentive pay of (\$150.00) per month.

Section 8.

No employee of the Local shall receive monthly incentive compensation for more than four (4) incentive certifications pursuant to this Article 17. Incentive pay for qualifying certifications shall commence to accrue on the first day of the pay period following the date of receipt by the employee of the certification.

Section 9

Each employee is responsible for ensuring that his/her individual certification status is kept current. Each employee is responsible for the provision to the City Clerk of official documentation from the certifying entity of the employee's current certification status.

**ARTICLE 18**  
**WAGES AND LONGEVITY PAY**

Section 1.

For the fiscal year July 1, 2020, through June 30, 2021: All members shall receive a two percent (2.0%) pay increase according to the revised pay plan attached hereto. (Exhibit A)

Section 2. Longevity Pay.

Each employee covered by the terms of this agreement, beginning upon successful completion of five (5) years of continuous and uninterrupted employment as a unit member of the City of Pryor Creek Fire Department, shall receive monthly longevity compensation in the amount of Five Dollars (\$5.00) per month for each year of continuous service. All bargaining unit members, beginning upon successful completion of ten (10) years of continuous and uninterrupted employment of the City of Pryor Creek Fire Department, shall receive compensation in the amount of Ten Dollars (\$10.00) per month for each year of continuous service. Longevity rates are set forth on Appendix B, and to be paid bi-weekly. Longevity pay is subject to Federal, State, and FICA taxes.

Section 3. Extended Leave/Differential Pay:

Two months following an employee's extended illness or on the job injury the Fire Chief or Assistant may recommend to the Mayor that an employee selected by them and assigned to fill the vacancy of position thereby created be promoted to the next step and range on a temporary basis not to exceed six months. Such temporary promotion for purposes of filling the position shall only be effective upon approval of the recommendation by the Mayor and Council. This section is intended for situations involving employee extended illness or on the job injury only.

**ARTICLE 19**  
**SAVINGS CLAUSE**

Section 1.

If any article or section of this Agreement should be found to be invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other article parts or portions of this Agreement not so affected shall remain in full force and effect.

Section 2.

In the event of invalidation of any article or section, both the City and the Local agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section and other articles or sections that were directly affected.

**ARTICLE 20**  
**MISCELLANEOUS**

Section 1.

By January 15th of each year, the City shall pay the annual membership dues for each member of the bargaining unit to the Oklahoma State Firefighters Association.

Section 2.

The Fire Department shall, at least annually, conduct training and provide updates on Blood Borne Pathogens.

Section 3.

The City agrees to provide TB testing for all members of the bargaining unit. This shall be done on an annual basis and upon exposure of a member of the bargaining unit to a known or suspected carrier of the disease.

Section 4.

The City agrees to afford to each member a maximum annual (City's fiscal year) allowance of Four Hundred Twenty Five Dollars (\$425.00) for the purchase of boots and equipment. Boots and Equipment to be purchased must be approved by the Fire Chief or Assistant Fire Chief prior to purchasing and subject to approval by Mayor. All approved purchases will be processed thru City Clerk's Office. For persons newly hired during the fiscal year the maximum annual allowance amount provided in this section shall be calculated on a prorated basis. The calculation of the prorated maximum allowance shall be the percentage of days remaining in the fiscal year from the date of hire.

Section 5.

Pursuant to the Fire Department's designation as a Certified First Responder Agency in the provision of services under City Code Section 4-1A-2 the Chief shall designate an employee to serve as EMS Officer. The EMS Officer shall perform the duties assigned by the Chief in relationship to maintaining the First Responder services including but not necessarily limited to record keeping, maintaining proper stocks of supplies and conducting meetings with state inspectors. The EMS officer shall receive as compensation for the position, an additional One Hundred Dollars (\$100.00) per month gross pay in addition to said employee's normal compensation pursuant to the employee's pay scale. Said payment of compensation shall be paid on a prorated basis for each pay period during the City's fiscal year and the employee's term of employment and service in the position as EMS officer. In the event Certified First Responder Agency status of the Department shall cease or be terminated then this paragraph (Section 5) shall be deemed null and void and of no further force or effect as of the date First Responder Agency status ceased.

Section 6.

No change of any provision reflected in this agreement from those provisions which appear in previous agreements shall be deemed retroactive for any purpose save and except as expressly stated as being retroactive in its terms herein set forth.

**ARTICLE 21**  
**DRUG POLICY**

All employees will adhere to the modified City of Pryor Creek Drug Policy and Procedures and will be subject to random drug testing.



**ARTICLE 22**  
**PERFORMANCE APPRAISAL**

**Section 1.**

All members shall be evaluated using the City of Pryor Creek's performance evaluation form. All members will be evaluated following his/her anniversary date following (1) one, (4) four, and (7) years continual employment with City of Pryor Creek. Evaluations are to be conducted by the Fire Chief or Assistant Fire Chief and require the signature of the employee, Fire Chief and the Mayor.

**Section 2.**

Members who are on probationary status as newly hired employees will not have a performance pay evaluation until the end of the probation period. Upon successful completion of their probation period and evaluation, members may be moved to the next step of the pay plan. At no time shall any member transferred from another department be placed ahead of any employee on the pay plan.

**Section 3.**

If the member does not feel the performance appraisal was done properly or fairly, the member shall forward all evidence to support a different evaluation to the Mayor. The Mayor, Fire Chief, member and his/her union representative shall meet within seven (7) days, excluding holidays and weekends, to discuss the evaluation.

**Section 4.**

New hired members shall be furnished the following items within one (1) week from their date of hire: See attached List Exhibit C.

**Section 5.**

City shall provide one (1) Class "A" uniform to each new employee within 30 days following the employee's one year anniversary date. If any member of the bargaining unit leaves for any reason or cause the employee shall return the Class "A" uniform purchased under this agreement. All members of the bargaining unit will be required to repair, clean and maintain the uniform at all times. Repair or replacement of the Class A uniform for any reason except damage to the uniform while on duty shall be at the employee's cost. The Fire Chief of Assistant shall determine if replacement is required if he / she deems necessary.

**Section 6.**

As it is a requirement of employment for each member of the bargaining unit to become an EMR or EMT, the City of Pryor Creek, at its cost will provide all

required re-certification for emergency medical training with the department or at the option of the city, training may be provided by an OSDH approved training facility. The cost of all training, certificates, application fees, etc. for EMR or EMT shall be borne by the City of Pryor Creek.

**ARTICLE 23**  
**EDUCATION INCENTIVE**

THE CITY agrees to award the following incentive payments to employees monthly for acquired college education in lieu of all previously agreed payments:

- (a) College Credit/No Degree - \$3.00 per credit hour per year up to 60 hours of college credit to be paid one (1) time in January.
- (b) Associates Degree – 2% increase over base salary.
- (c) Bachelors Degree – 4% over base salary.
- (d) Masters Degree – 6% increase over salary.

THE CITY will reimburse employees for college tuition for course work related to the employee’s job, at the following rate, up to six (6) hours maximum per semester and/or semester at an accredited college or university, and at a tuition rate commensurate with that of Northeastern Oklahoma State University.

**ARTICLE 24**  
**NEW HIRES/PROBATIONARY FIREFIGHTERS**

**Section 1:**

New hired employees, regardless of qualifications, shall be subject to a twelve month probationary period after which they will be evaluated on their performance for continued employment. The probationary period may be extended upon the recommendation of the Captain and the approval of the Chief or Assistant Chief.

**Section 2:**

New hired employees shall acquire shall acquire EMR and Firefighter 1 certifications before the expiration of their twelve month probationary period.

**Section 3:**

New hired employees classified as “Probationary Firefighter” that have not acquired an EMR or higher level and/or Firefighter 1 certifications shall be hired in at step 1 pay scale. New hired employees that possess both an EMR or higher and Firefighter 1 certification shall be hired at step 2 pay scale.

**Section 4:**

New hired employees shall be afforded the opportunity to acquire a minimum of four (4) certifications which qualify for incentives pay within two years from the date of hire.

**THIS AGREEMENT** is executed, on the \_\_\_\_ day of May, 2020, by the City of Pryor Creek and the Union, but shall become effective as of July 1, 2020.

**PASSED AND APPROVED** this \_\_\_\_ day of May, 2020, by the Mayor and Council of the City of Pryor Creek, Oklahoma.

**CITY OF PRYOR CREEK**

By: \_\_\_\_\_  
**Larry Lees, Mayor**

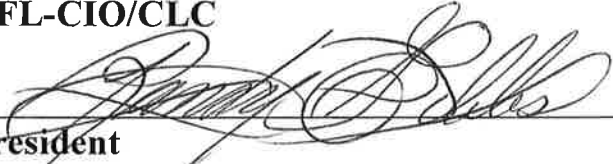
**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
City Attorney

**PRYOR CREEK FIRE FIGHTERS,  
LOCAL 3567 OF THE INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS  
AFL-CIO/CLC**

  
\_\_\_\_\_  
President

**ATTEST:**  
  
\_\_\_\_\_  
Secretary-Treasurer

**EXHIBIT A**

**PAY PLAN 2020-2021  
FIRE DEPARTMENT  
CITY OF PRYOR CREEK**

		Hire Date	1 Year	4 Year	7 Year	
<b>N</b>	<b>FIREFIGHTER</b>	\$35,355	\$40,697	\$43,000	\$47,768	
<b>O</b>	<b>FIRE LIEUTENANT</b>	\$36,336	\$41,831	\$44,204	\$49,075	
<b>P</b>	<b>FIRE CAPTAIN</b>	\$37,351	\$43,000	\$45,264	\$52,333	

**APPROVED BY COUNCIL:** \_\_\_\_\_

**APPENDIX B  
(2020-2021)  
FIRE  
LONGEVITY TABLE**

YEARS OF CONTINUOUS SERVICE	MONTHLY	BI-WEEKLY	YEARLY
5	25.00	11.54	300.00
6	30.00	13.85	360.00
7	35.00	16.15	420.00
8	40.00	18.46	480.00
9	45.00	20.77	540.00
10	100.00	46.15	1200.00
11	110.00	50.77	1320.00
12	120.00	55.38	1440.00
13	130.00	60.00	1560.00
14	140.00	64.62	1680.00
15	150.00	69.23	1800.00
16	160.00	73.85	1920.00
17	170.00	78.46	2040.00
18	180.00	83.08	2160.00
19	190.00	87.69	2280.00
20	200.00	92.31	2400.00
21	210.00	96.92	2520.00
22	220.00	101.54	2640.00
23	230.00	106.15	2760.00
24	240.00	110.77	2880.00
25	250.00	115.38	3000.00
26	260.00	120.00	3120.00
27	270.00	124.62	3240.00
28	280.00	129.23	3360.00
29	290.00	133.85	3480.00
30	300.00	138.46	3600.00

**APPROVED BY COUNCIL:** \_\_\_\_\_

**EXHIBIT C  
(2020-2021)  
CLOTHING AND UNIFORM LIST**

**PROTECTIVE CLOTHING**

Bunker Coat with Suspenders  
Bunker Pants  
Boots (Leather)  
Helmet  
Gloves (Firefighting)  
Nomex Hood

**UNIFORMS**

2 SST Shirts  
2 LST Shirts  
1 SS Class A Uniform Shirt  
1LS Class A Uniform Shirt  
2 Pair Uniform Pants  
1 Belt  
1 Pair Boots or Uniform Shoes  
1 Coat

**APPROVED BY COUNCIL:** \_\_\_\_\_



**MINUTES  
CITY COUNCIL MEETING  
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING  
CITY OF PRYOR CREEK, OKLAHOMA  
TUESDAY, MAY 5<sup>TH</sup>, 2020 AT 6:00 P.M.**

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

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

Mayor Lees called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Kim Ritchie. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Jon Ketcher, Choya Shropshire, Dennis Nance, Steve Smith, Randy Chitwood, Briana Brakefield, Jimmy Tramel and Zac Doyle. Members absent: none.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Police Chief Dennis Nichols, Assistant Police Chief James Willyard, Emergency Management Director Johnny Janzen, Golf Superintendent Dennis Bowman, Library Director Cari Rerat, Building Inspector Kenneth Young and Recreation Center Director Rachel Sordahl.

Others present: Police Captain Kevin Tramel, Pryor Main Street Director Jennie VanBuskirk, Arianna Derr, Park Board member Pat Richard, Adam Anderson, Ron Jackson, Brinlee England, Leann England, Alicia England, Shawn England, Hannah Thompson, Kemmie Shropshire and Terry Aylward.

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

Brinlee England spoke regarding the potholes in City streets.

**3. CITY ATTORNEY KIM RITCHIE TO ADMINISTER THE OATH OF OFFICE TO COUNCIL MEMBERS:**

- a. **Choya Shropshire – Ward 1**
- b. **Steve Smith – Ward 2**
- c. **Randy Chitwood – Ward 3**
- d. **Briana Brakefield – Ward 3**
- e. **Jimmy Tramel – Ward 4**

City Attorney Kim Ritchie administered the Oath of Office to Council members:

- a. Choya Shropshire – Ward 1
- b. Steve Smith – Ward 2
- c. Randy Chitwood – Ward 3
- d. Briana Brakefield – Ward 3
- e. Jimmy Tramel – Ward 4

**4. DEPARTMENT HEAD REPORTS IF NEEDED.**

**a. Building Inspector**

Young reported that 39 permits were sold in March for a total of \$3,704.00 and 36 were sold in April for a total of \$6,653.00. He performed 94 inspections last month, compared to 62 in April of 2019. There were 292 inspections performed in 2019 and we are already up to 239 for 2020. This is an approximate increase of 22%.

**b. Emergency Management**

Janzen reported that the COVID-19 numbers are staying the same. There are many websites for people to find data; such as CDC, State of Oklahoma and Department of Health websites.

**c. Fire**

No report.

**d. Golf**

Bowman reported that the Golf Course reopened on April 27<sup>th</sup> and they have stayed busy. They put in 10,000 square feet of sod. They are working on marketing and are looking forward to a great season.

**e. Library**

Rerat handed out a phased reopening plan for the Library to the Council members. They plan to reopen on May 18<sup>th</sup>, if the Governor goes forward with Phase 2.

**f. Parks / Cemetery**

No report.

**g. Police**

Nichols mentioned briefly that they are still having some issues with the curfew.

**h. Recreation Center**

Sordahl reported that they have been busy and hard at work, updating inside and out. They are having a special board meeting on Thursday, as they work on a plan to reopen.

**i. Street**

No report.

**5. MAYOR'S REPORT:**

**a. Discussion and possible action regarding nominations to fill vacant Ordinance and Insurance Committee seat, or accepting Mayor's nomination of Jimmy Tramel.**

Motion was made by Chitwood, second by Nance to accept Mayor's nomination of Jimmy Tramel to fill vacant Ordinance and Insurance Committee seat. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Doyle. Abstaining, counting as a no vote: Tramel. Voting no: none.

**b. Discussion and possible action regarding leaving the Whitaker Park Pool closed for the 2020 season due to the complications of COVID-19.**

Motion was made by Shropshire, second by Doyle to approve leaving the Whitaker Park Pool closed for the 2020 season due to the complications of COVID-19. Motion and second were then amended to approve suspending public access to the Whitaker Park Pool for the 2020 season, due to complications of COVID-19. Voting yes: Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Doyle, Ketcher. Voting no: none.

**c. Discussion and possible action regarding not extending Ordinance 2020-10. This is the ordinance that ordered emergency action to mitigate the negative effects of COVID-19 in Pryor Creek, OK.**

Motion was made by Brakefield, second by Smith to approve not extending Ordinance 2020-10. This is the ordinance that ordered emergency action to mitigate the negative effects of COVID-19 in Pryor Creek, OK. The city will revert to the Governor's Open Up and Recover Safely guidelines going forward. Voting yes: Nance, Smith, Chitwood, Brakefield, Tramel, Doyle, Ketcher, Shropshire. Voting no: none.

Mayor moved to the Addendum.

**ADDENDUM  
CITY COUNCIL MEETING  
TUESDAY, MAY 5<sup>TH</sup>, 2020 AT 6:00 P.M.**

**1. Discussion and possible action regarding authorizing Mayor to sign Amendment 1 of the Fiscal Year 2019 – 2020 Emergency Management Program Grant in the amount of \$10,000.00.**

Motion was made by Chitwood, second by Doyle to approve authorizing Mayor to sign Amendment 1 of the Fiscal Year 2019 – 2020 Emergency Management Program Grant in the amount of \$10,000.00. Voting yes: Smith, Chitwood, Brakefield, Tramel, Doyle, Ketcher, Shropshire, Nance. Voting no: none.

**2. Discussion and possible action regarding approval to barricade the East / West downtown alley located between South Adair Street on the East side and U.S. Hwy 69 on the West side and between Graham Avenue and Southeast First Street. The proposed portion of the barricaded East / West alley is the complete North / South width from the West edge of the sidewalk even with the buildings on South Adair Street, then West approximately 53 feet between the buildings. This action satisfies requirements of an AARP Community Challenge Grant which pays 100% of the costs for construction and needed appurtenances of a downtown alleyway park AKA as a parklet. The deadline on the grant application is May 15<sup>th</sup>, 2020. This action is consistent with our Comprehensive Plan of 2017 and it also follows recommendations of the recent downtown design study which was funded by a grant sponsored by the Oklahoma Municipal League and the University of Oklahoma, Institute of Quality Cities in March 2020.**

Motion was made by Brakefield, second by Nance to approve barricading the East / West downtown alley located between South Adair Street on the East side and U.S. Hwy 69 on the West side and between Graham Avenue and Southeast First Street. The proposed portion of the barricaded East / West alley is the complete North / South width from the West edge of the sidewalk even with the buildings on South Adair Street, then

West approximately 53 feet between the buildings. This action satisfies requirements of an AARP Community Challenge Grant which pays 100% of the costs for construction and needed appurtenances of a downtown alleyway park AKA as a parklet. The deadline on the grant application is May 15<sup>th</sup>, 2020. This action is consistent with our Comprehensive Plan of 2017 and it also follows recommendations of the recent downtown design study which was funded by a grant sponsored by the Oklahoma Municipal League and the University of Oklahoma, Institute of Quality Cities in March 2020.

Motion was then made by Tramel, second by Chitwood to table. Voting yes: Chitwood, Brakefield, Tramel, Doyle, Ketcher, Shropshire, Nance, Smith. Voting no: none.

Mayor moved back to the regular Agenda.

**6. 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 the April 21<sup>st</sup>, 2020 Council meeting.
- b. Approve payroll purchase orders through May 15<sup>th</sup>, 2020.
- c. Approve claims for purchase orders through May 5<sup>th</sup>, 2020.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	1920192239 - 1920192172	103,237.19
STREET & DRAINAGE	1920192172 - 1920192125	22,307.42
CEMETERY CARE FUND	1920192045	835.67
GOLF COURSE	1920192249 - 1920192243	14,189.27
CAPITAL OUTLAY	1920192185 - 1920192271	40,948.58
RECREATION CENTER	1920192256 - 1920192209	97,063.86
E-911	1920192214 - 911076B	1,418.53
DONATIONS CASH FUND	1920191629 - 1920192202	15,967.67
<b>TOTAL</b>		<b>295,968.19</b>
<b>BLANKETS</b>		
911158B	EXPRESS SERVICES INC.	8,000.00
911159B	ROBERTS AUTO CENTER	15,000.00
<b>TOTAL</b>		<b>23,000.00</b>

- d. Acknowledge receipt of deficient purchase orders.  
*There were no deficient purchase orders.*
- e. Discussion and possible action regarding hiring Hannah Thompson to fill vacant dispatch position at the Pryor Creek Police Department at Range D, Step 1 (annual wage - \$31,896.00) effective May 11<sup>th</sup>, 2020. This position was created by the promotion of Tanner Reese to Patrol.
- f. Discussion and possible action regarding hiring Ashlee Tugmon to fill vacant Assistant Director position at the Pryor Creek Recreation Center at Range E, Step 1 (annual wage - \$38,055.00) effective May 6<sup>th</sup>, 2020.
- g. Discussion and possible action regarding the City of Pryor Creek bidding on property owned by Paul H. Adair, Robert B. Adair, 702 Southeast First Street, Pryor Creek, Oklahoma (Property I. D. 1001-00-044-004-0-001-00) Base ID: 16391, Legal Description: Pryor Original, BLK 44, W 70' LOT 4 in an amount not to exceed \$3,066.94 at the Sale of Real Estate for Delinquent Tax to be held on June 8<sup>th</sup>, 2020 at 9:00 a.m. at the Mayes County Courthouse, Treasurer's Office. (John P. Adair, Jeanie M. Caldwell, Lucy A. Petty.)
- h. Discussion and possible action regarding the City of Pryor Creek bidding on property owned by Wanda Duckwald, 421 Southeast Fourth Street, Pryor Creek, Oklahoma (Property I. D. 1350-00-001-022-0-001-00) Base ID: 18241, Legal Description: PRYOR HEIGHTS ADDITION, BLK 1, LOT 22, in an amount not to exceed \$11,546.50 at the Sale of Real Estate for Delinquent Tax to be held June 8<sup>th</sup>, 2020 at 9:00 a.m. at the Mayes County Courthouse, Treasurer's Office.

Motion was made by Shropshire, second by Nance to approve items a – h, less items a, g and h. Voting yes: Brakefield, Tramel, Doyle, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

**a. Approve minutes of the April 21<sup>st</sup>, 2020 Council meeting.**

Motion was made by Smith, second by Chitwood to approve minutes of the April 21<sup>st</sup>, 2020 Council meeting. Voting yes: Doyle, Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield. Abstaining, counting as a no vote: Tramel. Voting no: none.

**g. Discussion and possible action regarding the City of Pryor Creek bidding on property owned by Paul H. Adair, Robert B. Adair, 702 Southeast First Street, Pryor Creek, Oklahoma (Property I. D. 1001-00-044-004-0-001-00) Base ID: 16391, Legal Description: Pryor Original, BLK 44, W 70' LOT 4 in an amount not to exceed \$3,066.94 at the Sale of Real Estate for Delinquent Tax to be held on June**

**8<sup>th</sup>, 2020 at 9:00 a.m. at the Mayes County Courthouse, Treasurer's Office. (John P. Adair, Jeanie M. Caldwell, Lucy A. Petty.)**

Motion was made by Doyle, second by Brakefield to approve the City of Pryor Creek bidding on property owned by Paul H. Adair, Robert B. Adair, 702 Southeast First Street, Pryor Creek, Oklahoma (Property I. D. 1001-00-044-004-0-001-00) Base ID: 16391, Legal Description: Pryor Original, BLK 44, W 70' LOT 4 in an amount not to exceed \$3,066.94 at the Sale of Real Estate for Delinquent Tax to be held on June 8<sup>th</sup>, 2020 at 9:00 a.m. at the Mayes County Courthouse, Treasurer's Office. (John P. Adair, Jeanie M. Caldwell, Lucy A. Petty.) Voting yes: Nance and Tramel. Voting no: Doyle, Ketcher, Shropshire, Smith, Chitwood, Brakefield. Motion failed.

**h. Discussion and possible action regarding the City of Pryor Creek bidding on property owned by Wanda Duckwald, 421 Southeast Fourth Street, Pryor Creek, Oklahoma (Property I. D. 1350-00-001-022-0-001-00) Base ID: 18241, Legal Description: PRYOR HEIGHTS ADDITION, BLK 1, LOT 22, in an amount not to exceed \$11,546.50 at the Sale of Real Estate for Delinquent Tax to be held June 8<sup>th</sup>, 2020 at 9:00 a.m. at the Mayes County Courthouse, Treasurer's Office.**

Motion was made by Doyle, second by Smith to approve the City of Pryor Creek bidding on property owned by Wanda Duckwald, 421 Southeast Fourth Street, Pryor Creek, Oklahoma (Property I. D. 1350-00-001-022-0-001-00) Base ID: 18241, Legal Description: PRYOR HEIGHTS ADDITION, BLK 1, LOT 22, in an amount not to exceed \$11,546.50 at the Sale of Real Estate for Delinquent Tax to be held June 8<sup>th</sup>, 2020 at 9:00 a.m. at the Mayes County Courthouse, Treasurer's Office. Voting yes: Nance and Tramel. Abstaining, counting as a no vote: Brakefield. Voting no: Ketcher, Shropshire, Smith, Chitwood, Doyle. Motion failed.

## **7. COMMITTEE REPORTS:**

### **a. Budget and Personnel (Doyle)**

Doyle reported that Budget and Personnel Committee will meet next Tuesday, May 12<sup>th</sup>, at 5:30 p.m.

### **b. Ordinance and Insurance**

Ordinance and Insurance Committee will hold a special meeting on May 14<sup>th</sup>, 2020.

### **c. Street (Smith)**

Smith had no report.

## **8. UNFORESEEABLE BUSINESS.**

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

There was no unforeseeable business.

## **9. ADJOURN.**

Motion was made by Doyle, second by Smith to adjourn. Voting yes: Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Doyle, Ketcher. Voting no: none.

## **PRYOR PUBLIC WORKS AUTHORITY**

### **1. CALL TO ORDER.**

Meeting was called to order at 7:40 p.m.

### **2. APPROVE MINUTES OF APRIL 21<sup>ST</sup>, 2020 MEETING.**

Motion was made by Smith, second by Chitwood to approve minutes of April 21<sup>st</sup>, 2020 meeting. Voting yes: Nance, Smith, Chitwood, Brakefield, Tramel, Doyle, Ketcher, Shropshire. Voting no: none.

### **3. UNFORESEEABLE BUSINESS.**

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

There was no unforeseeable business.

### **4. ADJOURN.**

Motion was made by Doyle, second by Smith to adjourn. Voting yes: Smith, Chitwood, Brakefield, Tramel, Doyle, Ketcher, Shropshire, Nance. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN LARRY LEES

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



**CHEROKEE NATION ACCOUNTS PAYABLE**

P.O. BOX 948  
TAHLEQUAH, OKLAHOMA 74465  
(918) 453-5000

(18409)

BANK OF OKLAHOMA

**772449**

DATE  
**Void After 90 Days**  
04/15/2020

AMOUNT  
**\*\*\*\*\*5,000.00**

PAY *Five Thousand and 00/100 Dollars*

TO THE  
ORDER  
OF

**CITY OF PRYOR CREEK  
PO BOX 1167  
PRYOR OK 74362-1167**

⑈00772449⑈ ⑆103900036⑆ 600819513⑈

CHEROKEE NATION  
TAHLEQUAH, OKLAHOMA

CITY OF PRYOR CREEK, PO BOX 1167, PRYOR OK 74362-1167

**772449**  
Check Date: 04/15/20  
(18409)

P.O.	Description	Invoice	Amount
police departme	LEF PD SUPPORT 2020 04/07/20 police department	LEF PD SUPPORT 2020	\$5,000.00
<b>TOTAL:</b>			<b>\$5,000.00</b>



May 13, 2020

City of Pryor Creek  
Larry J. Lees, Mayor  
PO Box 1167  
Pryor Creek, Oklahoma 74362-1167

**SUBJECT:** Closure of SH-20 (East Graham Avenue), from Hogan Street to Adair Street for the Senior Parade, Mayes County

Mr. Lees:

I am writing you regarding your recent correspondence about closing and detouring traffic through and around the City of Pryor Creek as portions of SH-20 (East Graham Avenue) will be closed on Friday, May 22, 2020 from about 2:00 p.m. to about 4:00 p.m. for the Senior Parade.

These events bring with them additional risks associated with the detour of existing and emergency traffic as well as to the participants involved with or attending the event. As such, the Oklahoma Department of Transportation does not endorse, imply participation, recommend, or authorize such closures.

However, the Department recognizes the importance of city sponsored special events that are valuable to the entire community, and recognizes that cities and towns have the authority via §47-1148 to proceed without specific ODOT approval when the events are undertaken under the direct authority of the city.

If the City of Pryor Creek chooses to proceed with the closure, the city will assume all responsibilities for the traffic control to be installed according to the Manual on Uniform Traffic Control Devices (MUTCD), a detour that is feasible for both passenger and commercial truck traffic, the effect on emergency responses and all other associated liabilities.

Sincerely,

A handwritten signature in black ink that reads "Kristine R. Spence". The signature is written in a cursive style.

Kristine R. Spence, P.E.  
Division Traffic Engineer

xc: Travis Smith, ODOT Mayes County Supervisor  
File



# PROPOSAL

3486 E. 480  
 Pryor, OK 74361-2690  
 Email: dawsonroofing@gmail.com



OK License# 80000309  
 COMMERCIAL ENDORSEMENT  
 TERO CERTIFIED  
 Phone # 918-824-2412

<b>Submitted To:</b>
City of Pryor Creek P.O. Box 1167 Pryor, OK 74361

<b>Date</b>
4/15/2020

Contact	Project	Description	TOTAL
		Where all 4 roofs and vertical wall meet with 2 existing leaks: Pre-soak, power wash, and clean entire area including vertical wall. Caulk all seams in vertical wall above leaking area. Put down a buttergrade material embedded with fabric on all voids and seams. Re-coat area over leaks to stop existing 2 leaks. ***6 Month Labor Guarantee on existing leaks***	1,990.00
		-OR-  To do all the above work plus the following: Perform a general repair over entire building. Pre-soak, power wash, and clean all horizontal roof seams, pipes, A/Cs, and penetrations. Put down a buttegrade mastic and fabric as needed and another coat of mastic. Flash and seal walls and any cracks along rake trim and edges as needed. ***6 Month Labor Guarantee on existing leaks***	9,995.00
<div style="border: 1px solid black; border-radius: 15px; padding: 5px; text-align: center;">                         NOTE: Any Satellite on roof will have to be removed and Dawson Roofing can not guarantee signal upon reinstallation. You may want to contact your provider for reinstallation.                     </div>			
<p style="text-align: center;"><b>*** DAWSON ROOFING NOT RESPONSIBLE FOR INTERIOR DAMAGE ***</b></p>			

## PAYMENT TO BE MADE UPON COMPLETION

Note: 3% up-charge for credit card payments

**Comments: We carry \$2,000,000 General Liability and Worker's Comp insurance.**

Authorized by: Matt Dawson, President

**NOTICE TO OWNER:** You are hereby notified that any person performing labor on your property or furnishing materials for the construction, repair or improvement of your property will be entitled to a lien against your property if he is not paid in full, even though you may have paid the full contract price to your contractor. This could result in your paying for labor and materials twice. This LIEN can be enforced by the sale of your property. To avoid this result you may demand from your contractor lien waivers from all persons performing labor or furnishing materials for the work on your property. You may withhold payment to the contractor in the amount of any unpaid claims for labor or materials. You also have the right to demand from your contractor a complete list of all laborers and material suppliers under your contract, and the right to determine from them if they have been paid for labor performed and materials furnished.

**DISCLOSURES:** ALL WORK TO BE COMPLETED IN A WORKMANSHIP-LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR deviation from above specifications involving additional costs will be executed only upon written change orders and will become an extra charge above and beyond the proposal price. Dawson Roofing Inc. reserves the right to change any of the above specifications as they see necessary. Contractor workmanship, guarantee or warranty does not include damages to building or contents arising from the following: Acts of God, Rodents, Limbs, Ice/Snow, Debris, Animals, Mold, Wind, Discoloration, Work performed By Contractors or Persons other than Dawson Roofing Inc. All Product and Material described above is subject to the manufacturer's Warranty Only. Dawson Roofing does not provide any Warranty or Guarantee for Product or Materials. This Proposal may be withdrawn by us if not Accepted within 14 days. If After Signing this Contract you Cancel, there is a Cancellation Fee of 20% of Total Contract Price.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. Your are authorized to to the work as specified. Payment will be made as outlined above.

**Date of Acceptance:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

1. All contracts are subject to management approval.
2. All contracts are contingent upon delays caused by either accidents, war, strikes, inability to obtain materials from the usual sources, or other action beyond our control.
3. Any and all unused or excess material is the property of Dawson Roofing, Inc. and same has the right to order excess materials.
4. This contract cannot be cancelled once insurance negotiations begin or work is commenced except by mutual written agreement of the parties.
5. Any and all proposals covered by insurance are subject to change based on the accurate number of materials and/or labor used to complete the job.
6. The Insurance Company and/or Mortgage Company is authorized to include Dawson Roofing, Inc. as additional payee on all drafts.
7. In the event customer refuses delivery of materials covered by this contract, customer agrees to pay Dawson Roofing, Inc. a sum equal to twenty-five percent (25%) of the contract price for liquidated damages.
8. Dawson Roofing, Inc. is not responsible for cracked or rusted guttering and/or driveway/sidewalk/curbing damage. Further driveway cracking or damage could occur from workers' trucks if your driveway is in poor condition or if there is erosion under your driveway. Dawson Roofing, Inc. will not be responsible for any damage occurring as a result of existing poor driveway conditions.
9. Replacements of deteriorated decking, fascia board, soffit material, deteriorated paint, roof jacks, ventilators, flashing or other material(s) unless otherwise specified in contract are not included. Any additional work must be agreed upon and in writing before performed.
10. Labor warranty does not cover damages caused by lightening, gale winds (50 m.p.h.), hurricane, tornado, hail storms, impact of foreign objects, and other acts of nature or casualty. Any additional damage due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of a building are not covered. Labor warranty applies to the roof only. Dawson Roofing, Inc. is not responsible for contents or property damage after installation or during the warranty period.
11. All discounts and/or warranties are void if balance, including all interest, costs of collection, and applicable attorneys' fees, is not paid in full upon completion.
12. Customer agrees to pay any and all legal and/or collection fees, including but not limited to, court costs and attorneys' fees incurred by Dawson Roofing, Inc. in the event payment is not made within the 15-day period and the Contract is placed in the hands of an attorney for collection.
13. Nothing shall in any way restrict the right of Dawson Roofing, Inc. to bring an action against the customer for non-payment or any default under this contract.
14. Dawson Roofing, Inc. is not an insurance adjuster, it does not represent any insurance company and is not responsible for customer's payment by insured company or Mortgage Company.
15. Dawson Roofing, Inc. will not be responsible for freon lines to air conditioner units or electrical lines within the house that may become loose, punctured, or damaged during the re-roofing process.
16. Drywall nail heads may pop during roof installation over certain type ceiling construction. Although all care will be taken to minimize any problems, Dawson Roofing, Inc. cannot accept any responsibility should this situation occur.
17. **Special Order Goods: I know that I cannot cancel this contract at any time after the period of time given to me by law in which to cancel. After that legal period of time, I know that I have the obligation to pay Dawson Roofing, Inc. in full the amount owed.**
18. Dawson Roofing, Inc. shall have no responsibility for damages from fire, windstorm or other hazard, as is normally contemplated to be covered by Homeowners Insurance, unless a specific written agreement has been made prior to commencement of the work.
19. The quotation on the face hereof does not include expenses or charges for additional bond or insurance premiums or costs beyond normal bond and insurance coverage, and any such additional expenses, premiums or costs shall be added to the amount of the contract.
20. Dawson Roofing, Inc. will have the right to supplement the Insurance Company in the event material and labor increases over five percent from the date of the damage or if labor and materials exceed the original scope of loss.
21. Supplement paid by the Insurance Company for additional labor and materials needed beyond the original scope of repairs shall be paid directly to Dawson Roofing, Inc.
22. Full scope of insurance proceeds shall be defined as the full price for repairs allowed by the Insurance Company before any deduction for deductible or depreciation are subtracted.
23. Dawson Roofing, Inc. is not responsible for lowering roofs height when removing multiple layers. This includes painting and siding areas that are either exposed or covered up.
24. Dawson Roofing, Inc. is not responsible for any "bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly, in whole or in part, by: 1. Any "fungus(es)" or "spore(s)," or 2. Any substance, or vapor or gas produced by or arising out of any "fungus(es)" or "spore(s), or 3. Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any "fungus(es)" or "spore(s)," regardless of any cause, event material, product and/or building component that contributed concurrently or in any sequence to that injury or damage. "Fungus(es)" includes, but is not limited to, any form or type of mold, mushroom or mildew. "Spore(s)" means any reproductive body produced by or arising out of any "fungus(es)."

**LIMITED WARRANTY:** Seller warrants that the material is of the quality specified and will transfer to the Buyer all manufacturers' written warranties. Seller warrants workmanship for one year after the date of substantial completion and will remedy a substantial defect without charge to the Buyer, on written notice from the Buyer, within such one-year period. Thereafter, a service fee will be charged to the Buyer. Said limited warranty shall not be transferable and shall not become effective until the outstanding balance, including all interest, is paid in full. Seller makes no other warranty of any kind, either express or implied, in contract or tort, including specifically no implied warranty of merchantability or fitness. Seller must be notified in writing within 24 hours of first occurrence of leak.

**DEFAULT:** I will be in default under this contract if 1. I do not make a payment when due; or 2. I break any promise I made to you in this contract; 3. Something else happens which caused you to believe in good faith that I do not intend to pay you as promised; or 4. I default on any obligations for which I am using my home as collateral; or 5. Something happens to my house, which threatens your rights.

**ARBITRATION:** If I have a dispute or claim with you concerning the quantity, quality or performance of the Products, I understand that my dispute may be submitted to and settled according to the mediation/arbitration program developed in Oklahoma City, Oklahoma or residing county. All costs for such mediation/arbitration shall be divided equally between Dawson Roofing, Inc. and myself unless otherwise agreed in writing. I also know that any decision made by the arbitrator would be entered in the appropriate court having jurisdiction over you and me.

**INSURANCE COVERAGE:** I understand that payment for your labor and materials is not contingent upon the coverage of your labor and materials under any policy of insurance, which I may have on any home. Dawson Roofing, Inc. has made no representation or warranties regarding any payment, in whole or in part, by any insurance policy, which I may possess. I understand that it is my responsibility, as a homeowner to determine the nature and extent of any applicable insurance coverage for the work to be performed under this Contract.

**INVALID PROVISIONS:** If any provision of this contract violates the law and is unenforceable, the rest of the contract will be valid. If any part of this contract requires payment of more interest than the law permits, then you will only have the right to collect from me the amount of interest which the law allows you to collect.

**COMPLETENESS OF THIS CONTRACT:** This contract can only be changed if both you and I agree in writing.

**HOMEOWNERS CHECKLISTS:** Please have the driveway cleared of all vehicles. We will utilize it for material storage and debris removal. In most cases we should be in and out in one day. Your associate will inform you concerning your particular project requirements. Remove any items that may be broken due to vibrations from hammering and the removal and replacement of materials. We don't like surprises any more than you do! We do our very best to protect plants and shrubs around the house, but sometimes these can be damaged. Please alert us to any special items that require additional protection. Confirm that we have access to electrical plugs, at least two if possible. Should a circuit breaker trip, we will need to know its location and have access to it, or someone at home to reset it. Have the lawn freshly mowed, the shorter the better. We run magnets over the lawn to remove extraneous nails throughout your project. Also check your driveway carefully for the next few weeks for nails caught in the down spouts of the gutters. Some homes have large trees that have grown above the roof and may impede our crews. Some trimming may be required to assure a safe and timely installation. Imperfections in the existing decking may appear as high or low areas, which you may have not noticed before. If your home is being re-decked, you should be aware that some dust and debris will be released into the attic. If you have breakable items stored in the attic, please remove or protect them. You may wish to cover stored items with plastic or other suitable materials. Sorry, but we cannot be responsible for items stored in the attic, or dust and debris that my enter it during the re-decking process!!!

# Lemus Roofing Inc.

2053 County Road 405 ~ Berryville, AR 72616

Lemusroofinginc@gmail.com ~ 479-332-1735

Pre-soak, power wash, and clean entire area

Caulk all seams

General repair over entire building

Pre-soak, power wash, and clean all roof seams, pipes, A/C's, and penetrations

Put down mastic and fabric as needed and another coat of mastic.

**Total \$11,200.00**

# ARCO Roofing & Construction, LLC

802 Carlton St. • Springdale, AR 72764

(479) 966-0132

(479) 750-ARCO

Representative \_\_\_\_\_ Date 5-5-20  
Name City of Pryor Phone \_\_\_\_\_  
Job Address P.O. Box 1167 Pryor OK 74361  
Street City State Zip Code

The Undersigned Contractor agrees to furnish all materials and labor necessary for the work (specified below).

(I) (We) the OWNER agree to pay you the sum of \$ 14,900.00

## SPECIFICATIONS FOR LABOR AND MATERIAL

Overlay \_\_\_\_\_  
Tear off: 1 2 3  
Install Metal Edging Yes No \_\_\_\_\_  
Type Metal Coating  
Shingles: 20 25 30 40 Years \_\_\_\_\_  
Underlayment \_\_\_\_\_ Ridge Ft \_\_\_\_\_  
Screws X Nails \_\_\_\_\_  
Cornice: Open Box  
Choice of Colors \_\_\_\_\_  
Vents \_\_\_\_\_ Ridge Vents \_\_\_\_\_

Turbines \_\_\_\_\_  
Pipe Boots Seal  
Clean up and haul all trash from roof Yes  
Clean gutters of roof debris \_\_\_\_\_  
Roll yard with magnetic roller \_\_\_\_\_  
Cement around all vents and flashing X  
Does Driveway have cracks? Yes No  
Height of Home: One Story Two Story Split/Tri-Level Higher  
Roof Pitch: Flat to 6/12 7/12 to 9/12 10/12 and up

Power wash, clean and Seal seams  
Cont mastic & fabric as needed

## 1 YEAR LABOR WARRANTY

I, \_\_\_\_\_, owner of \_\_\_\_\_  
the above address, give my consent for  
**ARCO Roofing & Construction, LLC** to act as my agent concerning all roofing related matters with my insurance company. Upon insurance company agreement, this becomes a binding contract.  
Insurance Company and/or Agent, \_\_\_\_\_ . Policy # \_\_\_\_\_

**Payable upon completion of roof job unless other arrangements are made. This proposal is for materials listed above. Any extras, such as roof jacks and rotten wood which is hidden, will be an extra charge. Pay upon completion, or when insurance check is received.**

## Profit and overhead will apply if applicable.

- All proposals subject to approval of management.
  - Owner further agrees that the equity in this property is security for this Contract. This contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the Contractor or upon commencement of the work.
  - Contractor shall be liable for any damage to the interior to this building while work is in progress, and it is understood that the Contractor is not an agent nor a subcontractor of any other corporation and that no other corporation is a party to this Contract.
  - This Contract constitutes the entire understanding of the parties, and no other understanding collateral or otherwise shall be binding unless in writing by both parties.
  - Replacement of deteriorated decking is \$40 per sheet after the 1st sheet. Fascia boards, roof jack, ventilators, flashing, or other materials, unless otherwise stated in this contract, are not include and will be charged as an extra on a time and material basis.
  - This proposal will expire 20 days from date unless extended in writing
- by the Company. After 20 days, we reserve the right to revise our price in accordance with costs in effect at the time.
- If material has to be reordered or restocked because of a cancellation by the customer, there will be a restocking fee equal to fifteen percent (15%) of the contract price.
  - Any representations or other communications not written in this Contract are agreed to be immaterial and relied on by either party and do not survive the executive of this Contract.
  - Labor Warranty does not cover damage to roofs caused by lightning, gale (50MPH), hurricane, tornado, hailstorm, impact or foreign objects or other violent storm or casualty or damage to roofs due to settlement, distortion, failure, or cracking of the roof deck, walls or foundation of a building.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Joint Purchaser \_\_\_\_\_ Date \_\_\_\_\_

By [Signature]



Sordahl, Rachel <sordahlr@pryorcreek.org>

**Rec Center meeting agenda item**

1 message

**Larry Lees** <leesl@pryorcreek.org>  
To: Darla Coats <coatsd@pryorcreek.org>  
Cc: Rachel Sordahl <sordahlr@pryorcreek.org>

Tue, May 5, 2020 at 3:55 PM

DAPAR purchase of a Clorox Total 360 System from Massco at a cost of \$3,995.00 from acct# 84-845-5410. Other quotes are from Dobmeier Janitorial Supply @ 6,300.00 and Industrial Soap Company @ 5,990.00.

Larry Lees

Mayor

12 N Rowe St

PO Box 1167

Pryor, OK 74362-1167

LeesL@PryorCreek.org

84-845-5410  
capital outlay - equipment

Sent from [Mail](#) for Windows 10

PCRC positions: staff support, staff support, staff support, fitness aquatics coordinator, rec office manager, coordinator, assistant director, director

**CITY OF PRYOR CREEK  
2019-2020 PAY PLAN**

RANGE			STEP 1 Hire Date	STEP 2 1 Year	STEP 3 4 Year	STEP 4 7 Year
A	ANIMAL CONTROL LABORER STAFF SUPPORT	FITNESS TRAINER LIBRARIAN	\$26,858	\$29,046	\$31,255	\$34,726
B	ANIMAL CONTROL SUPERVISOR CLERK	LIBRARIAN 1 FITNESS COORDINATOR	\$28,493	\$30,815	\$32,691	\$35,617
C	B OPERATOR	LIBRARIAN 2	\$30,229	\$32,691	\$34,682	\$38,148
D	A OPERATOR AQUATICS COORDINATOR LIBRARIAN 3 ACCOUNTS PAYABLE	COURT CLERK DISPATCHER PAYROLL REC OFFICE MANAGER	\$31,896	\$34,416	\$35,883	\$40,400
E	CEM ASST. SUPERINTENDENT	ASST. CITY CLERK MECHANIC	\$38,055	\$39,117	\$43,407	\$48,229
F	DEPARTMENT HEAD		\$43,138	\$47,137	\$49,495	\$53,569
G	RECREATION CENTER DIRECTOR		\$50,502	\$55,550	\$57,216	\$60,078
H	ASST POLICE/FIRE (NON-BARGAINING)		\$48,551	\$50,008	\$51,462	\$65,620
I	FIRE CHIEF		\$57,596	\$59,326	\$64,708	\$71,837
J	POLICE PATROLMAN		\$36,021	\$41,463	\$43,810	\$48,668
K	POLICE CORPORAL		\$37,021	\$42,620	\$45,037	\$49,999
L	POLICE SERGEANT		\$38,055	\$43,810	\$46,115	\$52,423
M	POLICE CAPTAIN					\$52,985
N	FIREFIGHTER		\$34,662	\$39,899	\$42,157	\$46,831
O	FIRE LIEUTENANT		\$35,624	\$41,011	\$43,337	\$48,113
P	FIRE CAPTAIN		\$36,619	\$42,157	\$44,376	\$51,307
Q	BUILDING INSPECTOR, CODE ENFORCEMENT OFFICER		\$59,617	\$60,888	\$64,596	\$65,027
R	DISPATCH SUPERVISOR		\$32,853	\$35,449	\$36,960	\$41,612

Non-Classified Employees

Part-time Library Assistant	\$9.25 per hour		
Part-time Seasonal Park	\$10.28 per hour		
Part-time Special Projects Clerk	\$16.00 per hour		
Part-time General Facilities Maintenance	\$18.00 per hour		
Temporary positions whose primary duties are located in a climate-controlled environment and/or are primarily sedentary.		\$9.00 per hour	
Temporary positions whose primary duties are located outside and/or require physical labor		\$10.00 per hour	
Lifeguards	\$9.00 per hour	<u>Temporary Rate Charges</u>	
Swim Instructors	\$10.00 per hour	Payrolling	Staffing
Group Fitness Instructors	\$15.00 per hour	1.34%	1.39%



Assistant Director

Range e

The assistant director is responsible for assisting the oversight of facility operations. He/she assists in the hiring and training process for all employees. He/she is accountable for leading the team in a positive, motivating manner. He/she assists in routine maintenance of the facility and equipment. He/she is responsible for ensuring a successful facility.

**Responsibilities Include:**

1. Staff Management
  - a. Create staff schedules and ensure that all shifts are covered
  - b. Lead by example and maintain consistent accountability by training staff to provide exceptional customer service
  - c. Resolve employee issues or concerns in a professional manner
  - d. Must be willing to work flexible hours, including weekend and holidays
2. Customer Service/Front Desk Activities
  - a. Greet members and guests, provide exceptional customer service, make members and guests feel comfortable and welcome
  - b. Answer phones in a friendly manner and assist callers with a variety of questions
  - c. Check members in, give tours of the facility, sign up/register new members, schedule and/or communicate activities, events, and updates to the community
  - d. Respond to member questions and concerns in a timely and professional manner
  - e. Conduce merchandise purchases, facility rentals, etc. on the point of sale system
3. Member Accounts
  - a. Utilize point of sale system with new memberships, change of address, and billing or payment questions
  - b. Authorize expenditures and refunds
4. Facility Cleanliness and Maintenance
  - a. Keep the front desk and lobby area clean and orderly
  - b. Regular cleaning of exercise equipment and all areas of the facility
  - c. Ensure locker rooms/bathrooms/showers are cleaned, stocked, and clutter free by creating and following routine cleaning schedule
  - d. Oversee the safety of employees, members, and the facility by determining when equipment or facilities are in need of repair. Communicate the issue(s) to appropriate maintenance in a timely manner
5. Miscellaneous
  - a. Make daily deposits and visits to city hall
  - b. Track key performance indicators such as: guest visits, class attendance, pool parties, facility rentals, swim lessons, etc. (weekly, monthly, annually)

- c. Manage marketing efforts/campaigns by ensuring staff is aware and knowledgeable on all marketing, facility events, etc.
- d. Certified pool operator
- e. Other duties as assigned

## Office Manager *Range d*

The office manager is responsible for the general operation of the office. Duties involve greeting members and visitors, answering incoming phone calls, purchasing office supplies and taking proper inventory, and supervising office/PCRC staff to ensure maximum productivity. The office manager will be required to create presentations and produce management-level reports.

### **Responsibilities Include:**

1. Overseeing general office operation
2. Greeting visitors, answering a high volume of incoming phone calls and delivering world class service
3. Coordinating appointments/meetings and managing staff and/or facility calendars and schedules
4. Supervising, mentoring, training, and coaching our staff and delegating assignments to ensure maximum productivity
5. Purchasing office supplies and equipment and maintaining proper stock levels
6. Coordinating continuing education courses, seminars, conferences, etc. (including travel, accommodations, etc.)
7. Producing reports, composing correspondence, and drafting new contracts
8. Creating presentations and other management level reports
9. Other duties as assigned

### **Requirements**

- Bachelor's degree or equivalent
- Experience in office administration/office management
- Excellent computer skills, including a high degree of proficiency in Microsoft Word, Excel, Outlook, and PowerPoint

## Aquatics Coordinator Range d

The aquatics coordinator will spend the majority of his/her time working directly with the public, so good communication and customer service skills are necessary. Communication skills are crucial to managing the lifeguards, swim instructors, and other various aquatic staff. The ability to build positive relationships is necessary. An aquatic coordinator must have excellent problem solving skills in order to come up with strategies or solutions to address the chaotic nature of aquatic facility scheduling. He/she needs good organizational skills to help ensure he/she has an appropriate facility (optimal water/chemical chemistry, temperature, high standard of cleanliness) as well as resources for the community.

### **Responsibilities Include:**

1. Manage and oversee the operation of the aquatic facility—including: pool activities/events, aquatic classes, swimming programs, open swim, etc.
2. Manage and supervise all aquatic staff. Lead by example and maintain consistent accountability by training staff to provide exceptional customer service
3. Plan and organize staff assignments and schedules. Ensure aquatic shifts are covered
4. Adhere to aquatic safety standards and guidelines
5. Maintain and/or arrange for maintenance of aquatic equipment and/or facility
6. Manage and oversee the implementation, administration, and promotion of PCRC's aquatic programs and events
7. Respond to member/visitor, community, and/or social media requests for information regarding PCRC aquatic programs and/or services
8. Organize and promote various aquatic activities and entertainment
9. Assist in the research, facilitation, and implementation of quality aquatic programs and services

### **Requirements**

- Bachelor's degree
- Red cross lifeguard certification
- Red cross water safety instructor certification
- Certified pool operator

## Fitness Coordinator

Range b to Range d

The fitness coordinator will spend the majority of his/her time working directly with members/clients/students, so good communication and customer service skills are necessary. He/she must have the ability to build positive relationships. Communication skills are crucial to managing multiple fitness instructors and fitness classes. A fitness coordinator must have excellent problem solving skills in order to come up with strategies or solutions to address the hectic nature of fitness class scheduling. He/she needs good organizational skills to help ensure he/she has appropriate facilities and resources (equipment, instructors, etc.) for the fitness instructors and classes he/she teaches and oversees.

### **Responsibilities Include:**

1. Manage and supervise fitness instructors
2. Teach fitness classes to improve strength, flexibility, cardiovascular conditioning, and/or general fitness or participants
3. Develop fitness and/or wellness classes, such as: yoga, Pilates, aerobics, weightlifting, aquatics, etc. to ensure diverse schedule of classes is offered
4. Manage and oversee fitness or recreation facilities, ensuring safe and clean facility and equipment
5. Maintain and arrange for maintenance of fitness equipment
6. Operate, and instruct others in proper operation of fitness equipment, such as weight machines, cardio equipment, hand weights, and fitness assessment devices
7. Respond to member, visitor, community, and/or social media requests for information regarding PCRC wellness/fitness programs and/or services
8. Track attendance and/or performance data related to fitness classes/wellness activities and events
9. Maintain and organize fitness related schedules, records, and reports
10. Develop marketing campaigns to promote a healthy lifestyle and/or participation in fitness and wellness programs
11. Organize and oversee fitness and/or wellness events or programs such as: informative presentations, blood drives, CPR and first aid training, and/or intramural sports tournaments

### **Requirements**

- Bachelor's Degree
- Certified personal trainer

formally staff support

Weightroom Coordinator/Supervisor

Range a to Range d

The weightroom coordinator is responsible for the supervision of the weightroom and its members and visitors. He/she is responsible for securing the facilities. He/she is responsible for setting a high standard regarding the appropriate use and cleanliness of all weight and cardio equipment. The weightroom coordinator will spend the majority of his/her time working directly with the public, so good communication and customer service skills are necessary. He/she is required to provide a welcoming, inclusive, safe, and service-oriented environment for the community at all times.

#### **Responsibilities Include:**

1. Oversee the facility at all times to ensure the safety of the public and security of the equipment
2. Work all scheduled shifts and ensure all floor staff shifts are covered
3. Lead by example and maintain consistent accountability by training floor staff to provide exceptional customer service. Supervising, mentoring, training, and coaching floor staff and delegating assignments to ensure maximum productivity.
4. Educate members and visitors and enforce rules/regulations regarding safe and proper use of the equipment and facility
5. Familiarize participants with the safe and effective use of cardiovascular, strength, resistance, and free weight equipment
6. Maintain equipment and report any safety or maintenance needs
7. Prepare incident injury reports when appropriate
8. Clean and sanitize equipment and facility on a regular basis
9. Restock/maintain cleaning supply inventory
10. Provide a friendly, upbeat, and customer service atmosphere at all times
11. Other duties as assigned

#### **Requirements**

- Experience and knowledge of fitness and fitness facilities
- Certified personal trainer
- Knowledge/awareness of safety/risk management



*formally staff support*  
Custodian/Maintenance *Range a*

The custodian/maintenance position has the responsibility of maintaining and protecting the facility. The external and internal appearance of the Pryor Creek Recreation Center reflects on the City of Pryor Creek. It is important for the person in this position to be careful and thorough in working, maintenance, cleaning, and tidying the premises, as well as preventing vandalism. It is preferred that he/she have experience in a custodian role focused on building upkeep. He/she must have great physical endurance to cover a large facility. A keen eye for detail and diligence are also crucial.

**Responsibilities Include:**

1. Ensure spaces are prepared for the next class, event/activity, and day by taking out trash, tidying furniture, and dusting surfaces.
2. Sweep, vacuum, mop, and buff floors
3. Clean, wash, and sanitize toilets, sinks, showers, lockers/dressing area and restock disposables (soap, shampoo, paper goods)
4. Clean mirrors, windows, and glass doors
5. Undertake custodial/janitorial tasks (shoveling snow from the sidewalk, lifting heavy equipment, setting up/breaking down events, etc.)
6. Perform maintenance and minor repairs (replacing broken switches, fixing door handles, replacing lights, minor leaks)
7. Report major damages and oversee repairs
8. Other duties as assigned

*formally staff support*  
Receptionist/Front Desk *Range a*

The receptionist/front desk position is the first point of contact for our facility. He/she offers administrative support across the organization. The position welcomes visitors and greets members who visit Pryor Creek Recreation Center. He/she coordinates front desk activities, including distributing correspondence and redirecting phone calls. It is important for this person to have a pleasant personality, as this is also a customer service role. He/she must also be able to deal with emergencies in a timely and effective manner. Multitasking and stress management skills are essential for this position.

**Responsibilities Include:**

1. Greet and welcome visitors and members as soon as they arrive
2. Direct visitors and members to the appropriate person and/or area of the facility
3. Answer, screen, and forward incoming phone calls
4. Ensure lobby and front areas are tidy and presentable, with all necessary stationary and material (pens, facility brochures, membership applications, etc.)
5. Provide basic and accurate information in person and via phone/email. Provide thorough/informative tours of our facility
6. Perform clerical duties such as filing, photocopying, transcribing, and faxing
7. Restock/maintain office supply inventory
8. Provide a friendly, upbeat, and customer service atmosphere at all times
9. Other duties as assigned

Invoice  
# PRP-142114

Balance Due  
**\$9,000.00**



**UpCurve Cloud**  
10801 National Blvd Suite 410  
Los Angeles California 90064  
U.S.A

Bill To  
**City of Pryor Creek**  
12 North Rowe Street  
Pryor Creek OK 74361

Invoice Date : 05/12/2020  
Terms : Net 15  
Due Date : 05/27/2020

#	Item & Description	Qty	Rate	Amount
1	G Suite Basic Annual G Suite Basic Annual. License includes: 30GB of combined storage per user with spam filtering. Gmail, Calendar, Contacts, Drive, Docs, Hangouts, Groups for Business. Phone support for system critical issues, 99.9% uptime guarantee, and NO advertising.  Yearly Fee  Subscription from 12-May-2020 to 11-May-2021	125	72.00	9,000.00
Sub Total				9,000.00
<b>Total</b>				<b>\$9,000.00</b>
<b>Balance Due</b>				<b>\$9,000.00</b>

Notes

Thanks for your business.

Payment Options



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.

# CITY OF PRYOR CREEK

## COMMUNICATION WITH PERSONS WITH LIMITED ENGLISH PROFICIENCY

May 2020



# POLICY AND PROCEDURES

## POLICY:

The City of Pryor Creek will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in the services available through the City. This Policy is to ensure meaningful communication with LEP victims of crime and their authorized representatives or persons using City services. The policy also provides for communication of information contained in vital documents. All interpreters, translators and other aids necessary to comply with this policy shall be provided without cost to the person being served.

Language assistance will be provided through use of competent bilingual staff or technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of the telephonic interpretation services.

The City will conduct an annual review of US. Census population statistics, and update and monitor the implementation of this policy and these procedures, as necessary.

## PROCEDURES:

### 1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The City of Pryor Creek provides services to a wide range of persons, including people who do not speak English or who are hearing impaired.

According to the U.S. Census, between 2009 and 2013, 91% of Oklahoma's population speaks English. In 9% of Oklahoma homes, English is reportedly spoken "less than very well," and other languages are primarily spoken as follows:

- Spanish and Spanish Creole (224,324)
- Asian and Pacific Island languages, with Vietnamese being spoken the most (49,658)
- Other Indo-European Languages (33,010)
- All other Languages (10,780)
- Native American languages of the 38 Federally Recognized Tribes in Oklahoma (13,735)

The City will promptly identify the language and communication needs of the LEP person. If necessary, staff will use "I speak cards," available online at [www.lep.eov](http://www.lep.eov). In addition, when records are kept of past interactions with victims or their authorized representative, the language used to communicate with the LEP person will be included as part of the record.

## 2. OBTAINING A QUALIFIED INTERPRETER

The City Clerk's office is responsible for:

- (a) Maintaining an accurate and current list showing the name, language, phone number and hours of availability of bilingual staff at the City;
- (b) Maintaining language line procedures to be used in the event bilingual staff is unavailable or does not speak the needed language;
- (c) Training staff on the use of the language; and
- (d) Maintaining a record of language line services for reconciliation with the invoice.

Family members or friends of the LEP person will not be used as interpreters unless specifically requested by the individual, and after the LEP person has understood that an offer of an interpreter at no charge to the person has been made. The offer and response will be documented in the victim's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person. In order to ensure confidentiality of information and accurate communication, children under the age of eighteen (18) will not be used to interpret.

## 3. PROVIDING WRITTEN TRANSLATIONS

When translation of vital documents is needed, the City of Pryor Creek will submit documents for translation into the most frequently-encountered language using a qualified translation services vendor listed in Oklahoma's state contract.

## 4. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, the City will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, the City will periodically assess the efficacy of these procedures, including but not limited to mechanisms for securing telephonic interpreter services.