PROCLAMATION

200 Min North

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Inn

WHEREAS, Dr. Don Raleigh has served 33 years as an educator and 13 years as Pryor Public Schools Superintendent; and

WHEREAS, Dr. Raleigh holds an M.S. in Curriculum and Instruction from Oklahoma State University, a B.S. in Natural Sciences from Northwestern Oklahoma State University and an Ed. D. in School Administration from Oklahoma State University; and

WHEREAS, Dr. Raleigh has been named the 2017 OASA Oklahoma Superintendent of the Year and OASA District 6 Superintendent of the Year three times in 2012, 2015 and 2017; and

WHEREAS, Dr. Raleigh has received numerous honors, including 2014 Oklahoma Administrator of the Year, 2006 Coca-Cola Joseph B. Whitehead Educator of Distinction and Northwestern Oklahoma State University Athletic Hall of Fame; and

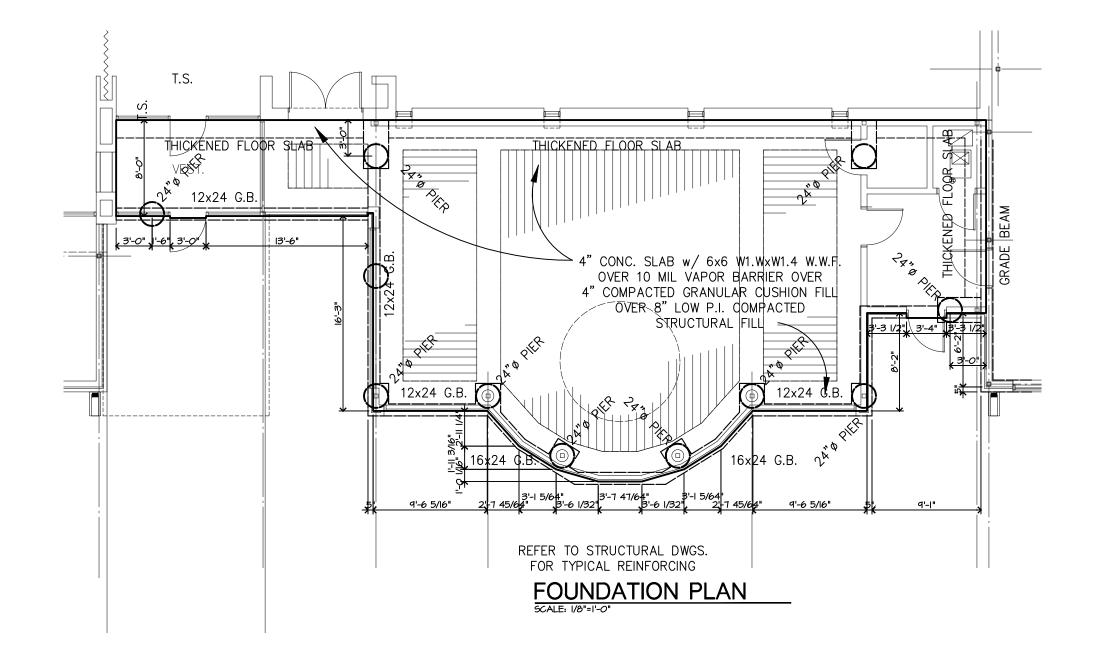
WHEREAS, Dr. Raleigh has served on numerous committees and councils, including State Superintendent Joy Hofmeister's Advisory Committee, serving as President of the Oklahoma Association of School Administrators and Chairman of the Oklahoma Advisory Council from 2016-2018;

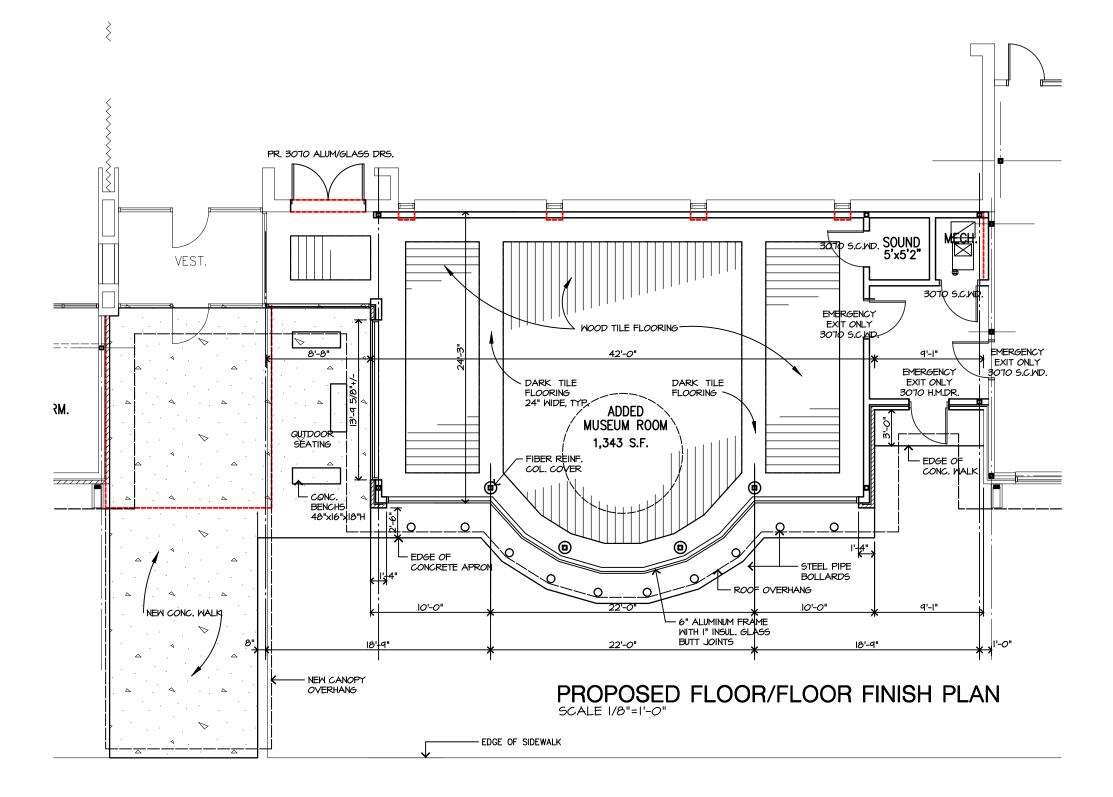
NOW, THEREFORE, I, Larry Lees, Mayor of the City of Pryor Creek, Oklahoma, do hereby proclaim June 15th, 2021, as a day to honor Dr. Don Raleigh As he pursues greater endeavors and opportunities.

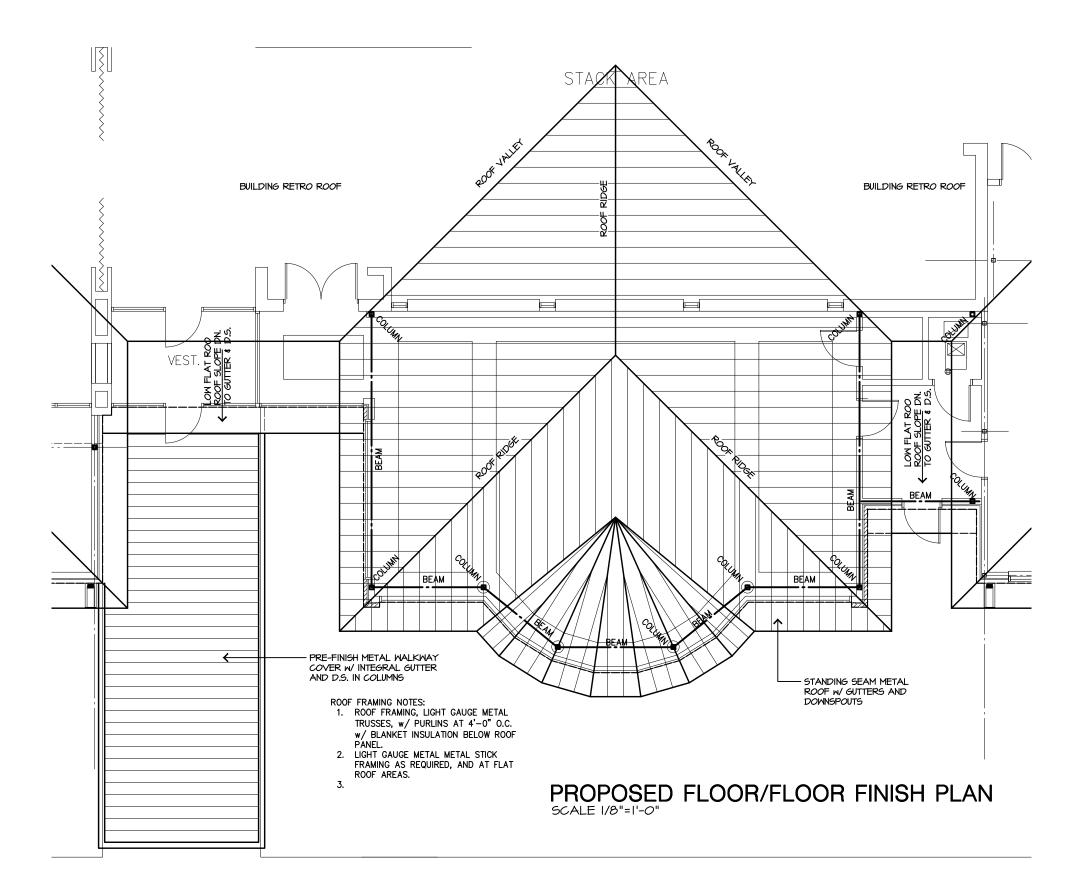
This the 15th Day of June 2021.

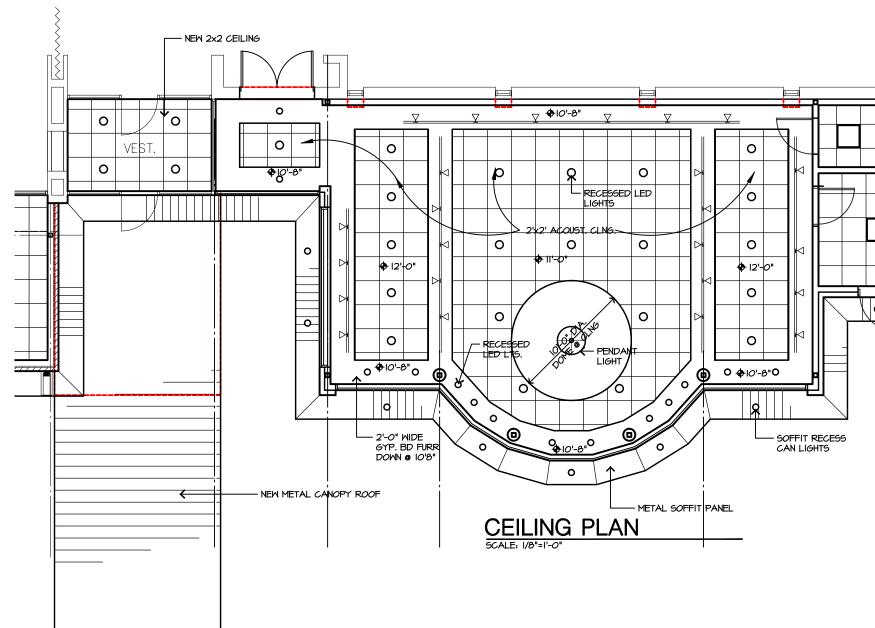
auxes Mayor

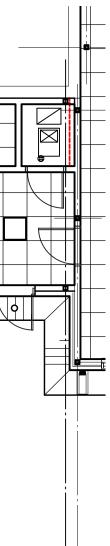
Gue mith Attest: City Clerk

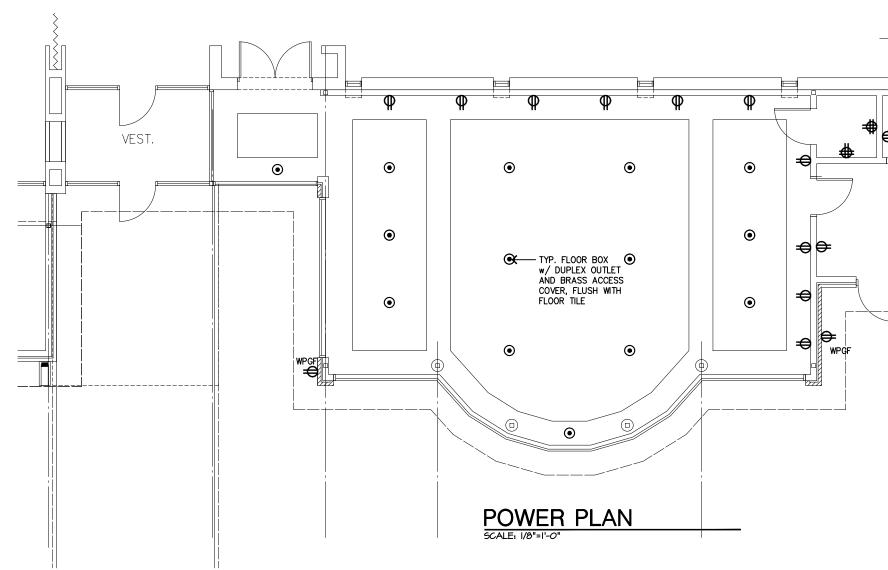


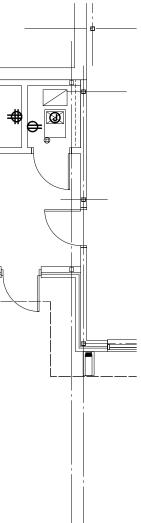


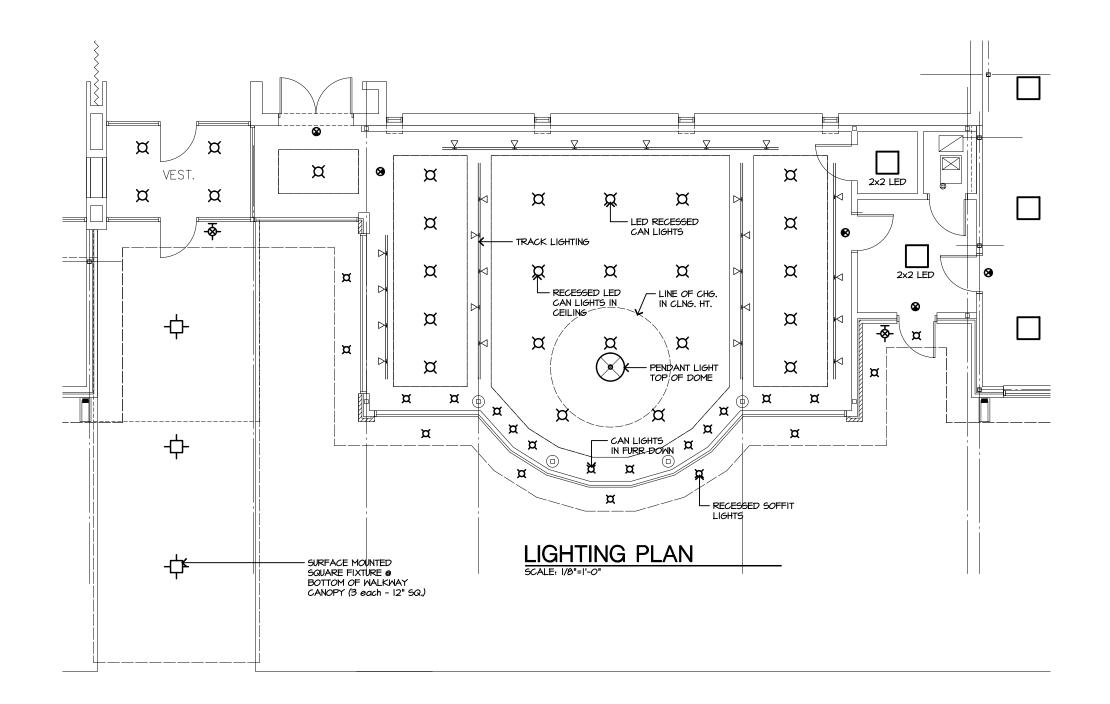


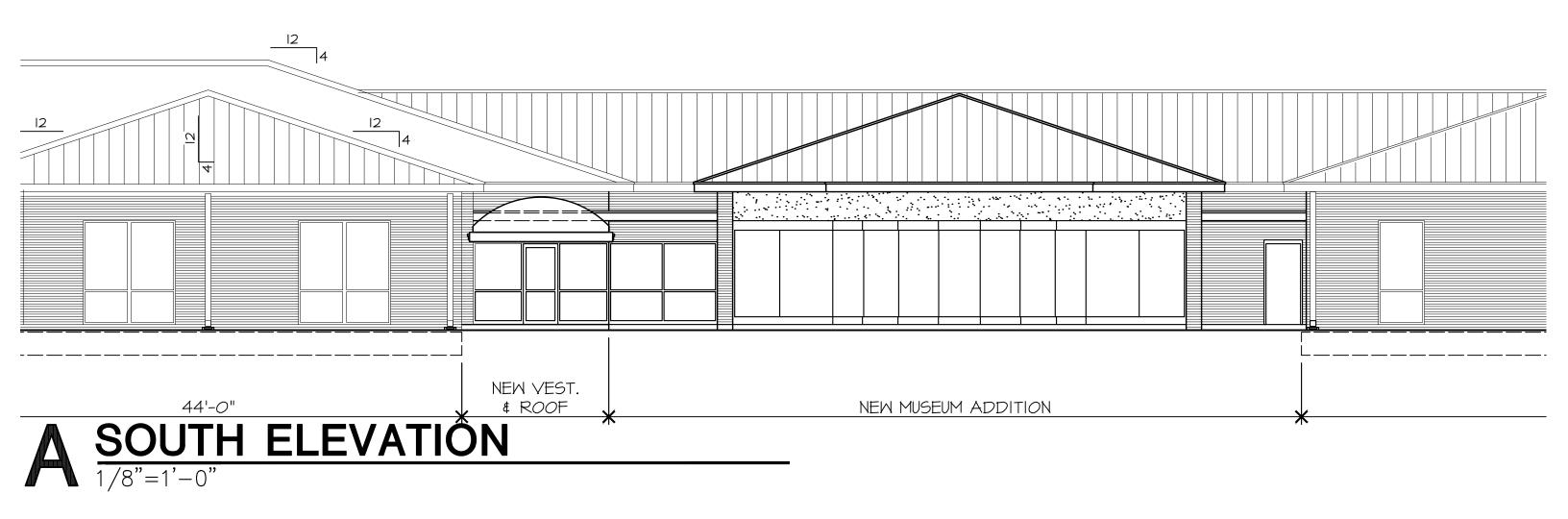














CM Fee

Masterformat 1		Cost	
01 00 00 GENERAL REQUIREMENTS		\$84,000.00	
02 00 00 EXISTING CONDITIONS		\$7,500.00	
03 00 00 CONCRETE		\$37,070.50	
04 00 00 MASONRY		\$9,636.00	
05 00 00 METALS		\$42,447.00	
06 00 00 WOOD, PLASTICS, AND COMPOSITES		\$9,886.00	
07 00 00 THERMAL AND MOISTURE PROTECTION		\$58,140.00	
08 00 00 OPENINGS		\$77,740.00	
09 00 00 FINISHES		\$67,220.00	
10 00 00 SPECIALTIES		\$22,465.00	
21 00 00 FIRE SUPPRESSION		\$5,036.25	
23 00 00 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)		\$28,203.00	
26 00 00 ELECTRICAL		\$42,976.00	
27 00 00 COMMUNICATIONS		\$3,021.75	
28 00 00 ELECTRONIC SAFETY AND SECURITY		\$1,678.75	
31 00 00 EARTHWORK		\$12,768.60	
33 00 00 UTILITIES		\$2,500.00	
Subtotal Direct Cost		\$512,288.85	
Indirect Costs			
Contingency	10.00%	\$51,228.89	
Bonds & Insurance	2.25%	\$11,526.50	

Subtotal Indirect Costs	\$93,492.72
Project Total	\$605,781.57

6.00%

\$30,737.33

Disclaimer: This opinion of probable cost is preliminary in nature and should not be considered exact, nor be utilized for financing. The opinion of probable construction cost is based on historical data, certain assumptions, plans available, and verbal discussions with designer, owner, and consultants. Actual construction bids may vary significantly from this opinion of probable construction cost due to timing of construction, changed conditions, labor rate changes, final design details, or other factors beyond control of CMSWillowbrook. CMSWillowbrook will not be held responsible for the cost of design changes as a result of this budget. An inflation factor may need to be added to this probable cost estimate to compensate for market predications at the time of bid.



Other Costs (NIC)

Subtotal Fees



DETAILED COST: 01 00 00 GENERAL REQUIREMENTS

DECODIDEION				
DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
01 01 01 ALLOWANCES			\$9,000	
Allowance - MEP	1 ls	\$3,500.00	\$3,500	
Allowance - Misc. Steel	1 ls	\$1,500.00	\$1,500	
Allowance - Patch/Repair Finishes	1 ls	\$4,000.00	\$4,000	
01 01 03 GENERAL REQUIREMENTS			\$75,000	
General Conditions	2 mo	\$37,500.00	\$75,000	
TOTAL 01 00 00 GENERAL REQUIREMENTS		\$84	,000	

DESTINI ESTIMATOR REPORT BY ERIK WILLIAMS CONFIDENTIAL
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DETAILED COST: 02 00 00 EXISTING CONDITIONS

DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
02 40 00 DEMOLITION AND STRUCTURE MOVING			\$7,500	
Demolition	1 ls	\$7,500.00	\$7,500	
TOTAL 02 00 00 EXISTING CONDITIONS		\$7	,500	



DETAILED COST: 03 00 00 CONCRETE

DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
03 00 00 CONCRETE SYSTEMS			\$37,071	
Foundations & Slab on Grade	1,343 sf	\$23.50	\$31,561	
Sidewalks	340 sf	\$6.50	\$2,210	
Concrete Benches	3 ea	\$1,100.00	\$3,300	
TOTAL 03 00 00 CONCRETE		\$37	,071	



DETAILED COST: 04 00 00 MASONRY				
DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
04 00 01 MASONRY SYSTEMS			\$9,636	
Brick	438 sf	\$22.00	\$9,636	
TOTAL 04 00 00 MASONRY		\$9	,636	



DETAILED COST: 05 00 00 METALS

DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
05 00 01 METAL SYSTEMS			\$38,947	
Structural Steel	1,343 sf	\$29.00	\$38,947	
05 50 00 METAL FABRICATIONS			\$3,500	
Bollards	10 ea	\$350.00	\$3,500	
TOTAL 05 00 00 METALS		\$42	,447	



DETAILED COST: 06 00 00 WOOD, PLASTICS, AND COMPOSITES

TOTAL 06 00 00 WOOD, PLASTICS, AND	COMPOSITES	\$9	,886	
Fiber Reinforced Column Cover	4 ea	\$1,800.00	\$7,200	
06 80 00 COMPOSITE FABRICATIONS			\$7,200	
Rough Carpentry	1,343 sf	\$2.00	\$2,686	
06 10 00 ROUGH CARPENTRY			\$2,686	
DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	



DETAILED COST: 07 00 00 THERMAL AND MOISTURE PROTECTION

DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
07 20 00 THERMAL PROTECTION			\$3,096	
EIFS	172 sf	\$18.00	\$3,096	
07 25 00 WEATHER BARRIERS			\$1,752	
Fluid Applied Air Barrier	438 sf	\$4.00	\$1,752	
07 50 00 MEMBRANE ROOFING			\$5,850	
TPO Roofing	390 sf	\$15.00	\$5,850	
07 60 00 FLASHING AND SHEET METAL			\$44,942	
Standing Seam Metal Roofing	1,879 sf	\$22.00	\$41,338	
Metal Soffit Panels	212 sf	\$17.00	\$3,604	
07 80 00 FIRE AND SMOKE PROTECTION			\$1,000	
Firestopping	1 ls	\$1,000.00	\$1,000	
07 90 00 JOINT PROTECTION			\$1,500	
Joint Sealants	1 ls	\$1,500.00	\$1,500	
TOTAL 07 00 00 THERMAL AND MOIST	URE PROTECTIO	\$58	,140	



DETAILED COST: 08 00 00 OPENINGS

DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
08 10 00 DOORS AND FRAMES			\$6,000	
Hollow Metal Frames	5 ea	\$350.00	\$1,750	
HM Door	1 ea	\$450.00	\$450	
Install HM Frames	5 ea	\$120.00	\$600	
Install Doors & Hardware	5 ea	\$200.00	\$1,000	
Wood Doors	4 ea	\$550.00	\$2,200	
08 40 00 ENTRANCES, STOREFRONTS, AND CURTAIN	WALLS		\$65,090	
	2 ea	¢0,500,00	¢5,000	
Aluminum Doors Aluminum Storefront	2 ea 210 sf	\$2,500.00	\$5,000 \$12,650	
		\$65.00	\$13,650	
Glass Storefront - Butt Glazed	387 sf	\$120.00	\$46,440	
08 70 00 HARDWARE			\$6,650	
Hardware Sets	7 ea	\$950.00	\$6,650	
TOTAL 08 00 00 OPENINGS		\$77	,740	



DETAILED COST: 09 00 00 FINISHES

DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
09 20 00 PLASTER AND GYPSUM BOARD			\$42,867	
Domed Ceiling Framing	79 sf	\$24.00	\$1,896	
Roof Trusses	1,879 sf	\$12.00	\$22,548	
Exterior Wall Assembly	567 sf	\$12.00	\$6,804	
Interior Wall Assembly	996 sf	\$7.50	\$7,470	
Gyp Board Ceilings	461 sf	\$9.00	\$4,149	
09 30 00 TILING			\$15,769	
Tile	1,213 sf	\$13.00	\$15,769	
09 50 00 CEILINGS			\$3,884	
2x2 Acoustic Ceiling	863 sf	\$4.50	\$3,884	
09 90 00 PAINTING AND COATING			\$4,701	
Painting	1,343 sf	\$3.50	\$4,701	
TOTAL 09 00 00 FINISHES		\$67	,220	



DETAILED COST: 10 00 00 SPECIALTIES

DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
10 10 00 INFORMATION SPECIALTIES			\$500	
Signage	1 ls	\$500.00	\$500	
10 40 00 SAFETY SPECIALTIES			\$455	
Fire Extinguisher Cabinet	1 ea	\$455.00	\$455	
10 70 00 EXTERIOR SPECIALTIES			\$21,510	
Metal Canopies	478 sf	\$45.00	\$21,510	

TOTAL 10 00 00 SPECIALTIES	\$22,465
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DETAILED COST: 21 00 00 FIRE SUPPRESSION

DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
21 10 00 WATER-BASED FIRE-SUPPRESSION SYSTEMS			\$5,036	
Fire Suppression	1,343 sf	\$3.75	\$5,036	
TOTAL 21 00 00 FIRE SUPPRESSION	\$5,036			



DETAILED COST: 23 00 00 HE	ATING, VENTILATING, AND	AIR CONDI	IONING (HVAC)	
DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
23 00 00 HVAC WORK			\$28,203	
HVAC	1,343 sf	\$21.00	\$28,203	
TOTAL 23 00 00 HEATING, VEN	TILATING, AND AIR CON	\$28	,203	



DETAILED COST: 26 00 00 ELECTRICAL					
DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST		
26 00 00 ELECTRICAL WORK			\$42,976		
Electrical	1,343 sf	\$32.00	\$42,976		
TOTAL 26 00 00 ELECTRICAL	\$42,976				



DETAILED COST: 27 00 00 COMMUNICATIONS

DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
27 20 00 DATA COMMUNICATIONS			\$3,022	
Comm/Data	1,343 sf	\$2.25	\$3,022	
TOTAL 27 00 00 COMMUNICATIONS	\$3,022			



DETAILED COST: 28 00 00 ELECTRONIC SAFETY AND SECURITY DESCRIPTION QTY UOM UNIT PRICE TOTAL COST 28 40 00 LIFE SAFETY \$1,679 \$1,679 Fire Alarm 1,343 sf \$1.25 \$1,679 TOTAL 28 00 00 ELECTRONIC SAFETY AND SECURITY \$1,679



DETAILED COST: 31 00 00 EARTHWORK

DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
31 20 00 EARTH MOVING			\$12,500	
Earthwork	1 ls	\$12,500.00	\$12,500	
31 30 00 EARTHWORK METHODS			\$269	
Termite Control	1,343 sf	\$0.20	\$269	
TOTAL 31 00 00 EARTHWORK	\$12,769			



DETAILED COST: 33 00 00 UTILITIES				
DESCRIPTION	QTY UOM	UNIT PRICE	TOTAL COST	
33 10 00 WATER UTILITIES			\$2,500	
Site Utilities	1 ls	\$2,500.00	\$2,500	
TOTAL 33 00 00 UTILITIES	\$2,500			

I am a resident of Pryor, Oklahoma, living within the city limits of Pryor. <u>I approve</u> of the city of Pryor to provide city wide mosquito fogging to control the mosquito population.

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I am a resident of Pryor, Oklahoma, living within the city limits of Pryor. **<u>I approve</u>** of the city of Pryor to provide city wide mosquito fogging to control the mosquito population.

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Study shows mosquito pesticides do not cause honeybee mortality

Randy LaBauve (/profiles/rlabauve)

(07/28/16) BATON ROUGE, La. – LSU AgCenter researchers in the Department of Entomology found mosquito control done properly has minimal effects on the health of honeybees. The three-part study, funded by a 2013 grant from the U.S. Environmental Protection Agency, evaluated the effects of pesticides on honeybees.

"You have a lot of attention focused on caring for bees and keeping them healthy," said AgCenter entomologist Kristen Healy (http://www.lsuagcenter.com/profiles/khealy). "They produce honey, but they're also important because they pollinate crops worldwide."

The project was a collaboration among scientists at the LSU AgCenter, the U. S. Department of Agriculture Honey Bee Breeding, Genetics and Physiology Research Laboratory (http://www.ars.usda.gov/main/site_main.htm?modecode=60-50-05-00) in Baton Rouge, East Baton Rouge Parish Mosquito Abatement and Rodent Control and USDA agricultural engineers from Texas. Local beekeepers were also involved in the study.

The research included laboratory, semi-field and field components. AgCenter researchers conducted lab tests using specific insecticides that target mosquitos to find toxicity levels for bees.

Research in the past focused on toxicity in a lab without real-world testing in the field. "We know the concentration that would kill a bee, but is it realistically going to get exposed to that concentration in the field?" Healy said.

After determining lethal concentrations, scientists conducted semi-field tests, where a truck sprayed six of the most common mosquito control insecticides toward pairs of cages containing bees and mosquitos. The cages were placed on poles from 50 feet apart to 300 feet apart, the typical distance insecticides can drift from spray trucks. "This is the highest possible label rate that mosquito control would ever use out of a truck, and we didn't see any bee mortality, even at 50 feet," Healy said.

Mosquito control products use extremely small doses that target mosquitos, and the chemicals break down within hours. "Mosquitos are 100 times more susceptible to these pesticides than bees are," she said.

The third stage included field tests. Local beekeepers volunteered, half of them with hives in areas of frequent mosquito treatment, with the other half in areas without control.

Scientists found no differences in the mortality rates of bees in both groups. "These pesticide concentrations used out in the field are not high enough to kill bees," Healy said.

Researchers also measured stress by analyzing indicator enzymes from the field-test bees. They found no difference in stress between the two groups.

Mosquito control agencies do not indiscriminately spray chemicals, Healy said. They use science-based research like surveillance, trapping and population counts while testing for pathogens like West Nile virus and Zika virus to plan targeted mosquito control.

Bees stay inside their hives during the night when mosquito controls are usually sprayed and forage during the day when chemicals have disappeared. Still, it's important for beekeepers and mosquito control agencies to communicate frequently.

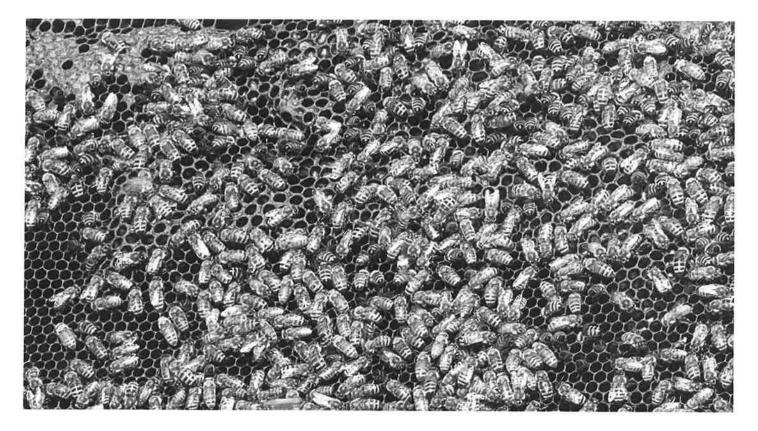
"I'm happy that we're not killing bees with mosquito control," Healy said. "The exciting part was having people with both interests that were there every step of the way."

Healy regularly gives presentations to the community, including beekeepers, who are understanding of the situation.

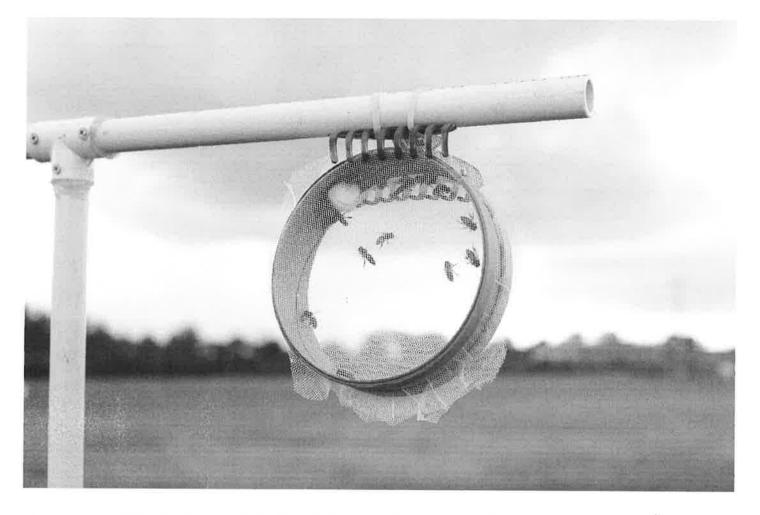
"They say I don't like mosquitos, so if it's not having an effect on my bees, I think I'd rather opt for protecting my family and pets against West Nile and Zika," she said.



LSU entomology graduate student Vivek Pokhrel views bees at the USDA Honey Bee Breeding, Genetics and Physiology Research Laboratory in Baton Rouge on July 22, 2016. Pokhrel has been studying bee enzymes to determine bee stress levels. Photo by Olivia McClure



Honeybees crowd on a honeycomb at the USDA Honey Bee Breeding, Genetics and Physiology Research Laboratory in Baton Rouge on July 22, 2016. Photo by Olivia McClure



Bees are contained in a cage in Baton Rouge where researchers conducted semi-field tests with a truck spraying mosquito pesticides at cages of bees and mosquitos. Photo by Olivia McClure



LSU AgCenter entomologist James Ottea sets up a cage of honeybees for a spray-truck test to evaluate the effects of pesticides on honeybees in June 2014. Photo by Olivia McClure

7/28/2016 2:47:59 PM

Have a question or comment about the information on this page?

Click here to contact us.

OKLAHOMA COOPERATIVE EXTENSION SERVICE EPP-7335



Guide to the Twelve Most-Important Oklahoma Mosquitoes of Concern for Pest Control Specialists

October 2017

David L. Bradt Entomology and Plant Pathology

Michaela D. Bradt Entomology and Plant Pathology

W. Wyatt Hoback Assistant Professor, Entomology and Plant Pathology

Lisa Coburn Manager, Tick Rearing, Entomology and Plant Pathology

Justin L. Talley Associate Professor, Entomology and Plant Pathology

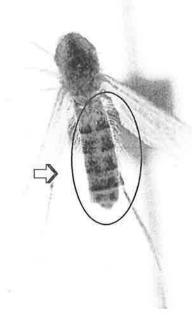
Bruce H. Noden Entomology and Plant Pathology

Glossary of terms

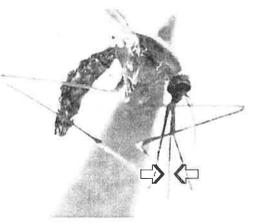
Thorax: Body region that contains legs and wings.

Oklahoma Cooperative Extension Fact Sheets are also available on our website at: http://osufacts.okstate.edu

Abdomen: last body region of the insect and has no legs or wings.



Palpi: Paired structures on either side of the mouthparts (proboscis)



Guide to Important Mosquito Genera

Presence of pointed abdomen

Aedes: Very common genus containing species that are from small to medium in size. The tip of the abdomen is very pointed (marked in picture). There are many important disease vectors in this genus.



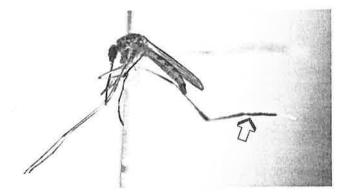
Psorophora: Largest mosquitoes in Oklahoma. Easily identified by their size and thick hindlegs. These mosquitoes are very painful and persistent biters, although they are not commonly hosts of disease.

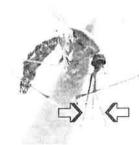
Absence of a pointed abdomen

Culex: Quickly identified by presence of a very blunt abdomen (marked). Usually small to medium-sized mosquitoes. They are usually found in bodies of water that contain sewage and/ or are poorly oxygenated.



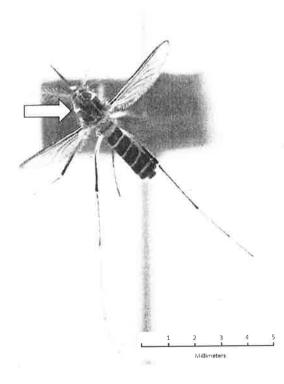
Anopheles: Easy to identify by noting the slender body with long legs. Palpi are as long as the proboscis (indicated by arrow). They are found in a variety of habitats but some species prefer very clear water.





Important Mosquito Species

Aedes aegypti, Yellow fever Mosquito



Small to medium black mosquito with white stripes on body and white curved lines that resemble a harp on a black background on top of thorax (indicated by arrow).

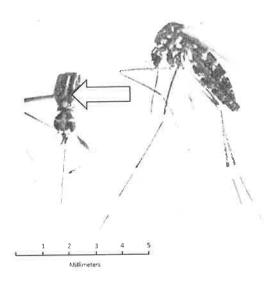
Prefers to lay eggs in small containers, similar to *Aedes albopictus*. Removal of water containers, including old tires, flower pots and clogged gutters is the best control method.

Native to sub-Saharan Africa.

Vector of: Chikungunya, yellow fever, dengue and Zika virus.

This species is easily confused with *Ae. albopictus.* Careful attention should be paid to the white pattern on the thorax. This species bites during the day. It is commonly found associated with tires, where it lays eggs in collected rainwater.

Aedes albopictus, Asian Tiger Mosquito



Small to medium black mosquito with white stripes on body and a parallel white stripe on top of thorax (indicated by arrow).

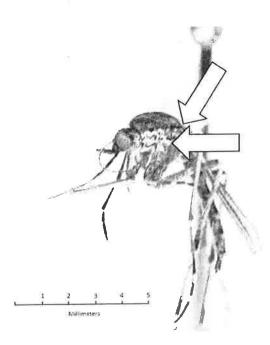
Prefer to lay eggs in small containers, such as buckets and flower pots. Remove these containers for control.

Native to Southeast Asia.

Vector of: Dengue, chikungunya, West Nile virus, Eastern Equine encephalitis, Japanese encephalitis and dog heart-worm.

Ae. albopictus has been a common pest in the U.S. since 1990. This species of mosquito prefers to feed on humans more than any other host, but will also feed on mammals such as dogs and cats. They will also feed on birds. This species feeds primarily during the day. Larvae are often found in containers left outside by humans for more than a month. Control by removing containers that hold water.

Aedes sollicitans, Eastern Saltmarsh Mosquito



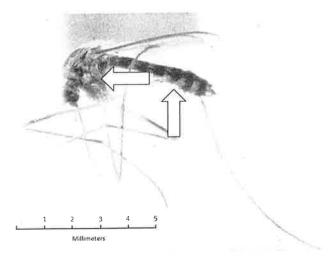
Medium to large mosquito. Distinctive markings on the thorax, which include light, cream-colored sides and a tan top separated by a black line (indicated by arrows).

Larvae develop in a variety of habitats, most importantly containers such as tires. Remove water containers for control. Also, habitat alteration by draining saline marshes has been successful on the East Coast.

Native to the U.S.

Vector of: dog heartworm and Eastern Equine encephalitis.

Areas of Florida were previously uninhabitable due to large populations of these painful biters. These mosquitoes are a vector of dog heartworm and act as bridge vectors between birds and mammals for other diseases it transmits. This species is abundant in brackish environments on the East Coast, but has recently been found in high numbers near Altus, OK. Aedes triseriatus, Eastern Treehole Mosquito



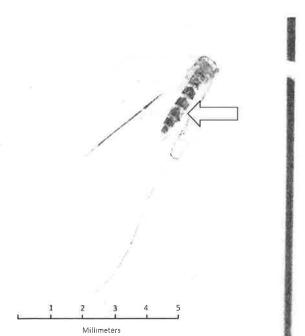
Medium mosquito with silver markings on the sides of the thorax and abdomen (indicated by arrows).

Found in containers such as tires as well as treeholes. Vector of: La Crosse virus and suspected to carry West Nile virus.

Native to the U.S.

The Eastern Treehole Mosquito is the primary vector for La Crosse virus, which has caused serious disease in humans. This is a species of concern in Europe, where it is a newly invading species. They frequently feed on small mammals and birds, and are thought to transmit West Nile virus between these two groups. They are also known to feed on white-tailed deer. It is a nuisance in areas with large amounts of tires. Aedes vexans, Inland Floodwater Mosquito

Anopheles quadrimaculatus, Common Malaria Mosquito



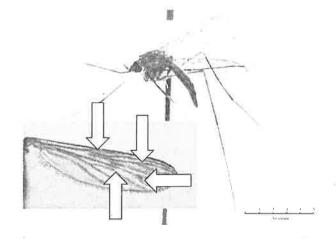
Small, dark mosquito with bands on the legs. Each segment of the abdomen has two distinct light lobed markings (indicated by arrow).

Eggs are laid on moist soil in a variety of habitats and hatch after flooding. Control is done by using larvicide on pools of water that form after rainfall.

Vector of: West Nile virus and dog heartworm.

The origin of this species is unknown.

This species has been collected on every continent except Antarctica and South America. It is a pest throughout the world, and it prefers to feed on large mammals. It is usually one of the first mosquitoes to appear in the spring.



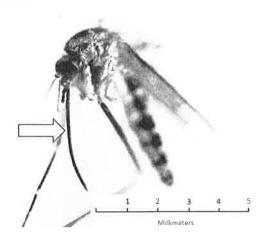
Slender mosquito with long legs. There are at least four distinct dark patches on each wing (indicated by arrows).

Larvae are found in a variety of environments, most commonly edges of ponds and lakes amid vegetation. Females overwinter in places such as barns and treeholes. Control is commonly implemented by spraying pesticides to target adults. Native to the U.S.

Vector of: malaria and dog heartworm.

Historically, this species has been the most important malaria vector in the U.S. Fortunately, malaria has not been a large problem in the U.S. since the 1950's. *An. quadrimaculatus* mostly feeds on mammals and commonly enters homes to feed on humans.

Culex coronator



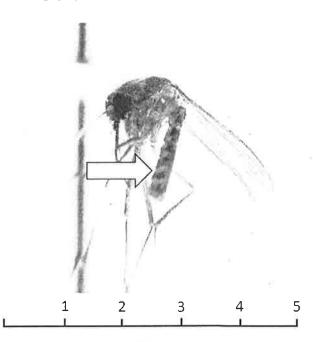
Medium to large mosquito. Looks very similar to the common *Cx. tarsalis* and also has white bands on the hind legs. Body is light brown with a blunt abdomen. Unlike *Cx. tarsalis* there is no pale band on the proboscis (indicated by arrow).

Larvae are found in a wide variety of habitats, including temporary pools and containers. It has even been found in salt marshes. Control is achieved through removal of water containers.

May be native to the U.S., but was originally described in Central America.

Vector of: West Nile virus, St. Louis encephalitis and Venezuelan equine encephalitis.

This species was originally reported to only occur in Texas, New Mexico and Arizona. It has been spreading across the U.S. and has been found in Oklahoma. It is relatively new as a pest in the U.S., and its impact on public health has not been determined.



Millimeters

Small, dark brown mosquito with white markings on the side of each segment of the abdomen (indicated by arrow). No markings visible on dorsal part of the abdomen.

Breeds in virtually any aquatic habitat. Control is through removal of water containers and pesticide application for adults. Native to the U.S.

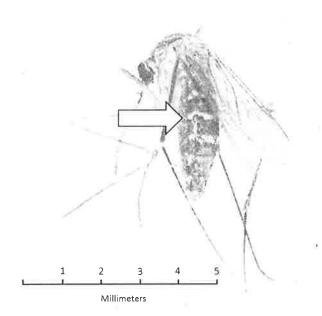
Vector of: Eastern Equine encephalitis and St. Louis encephalitis.

This species is primarily found in mild coastal regions, but will expand its range to northerly areas such as Oklahoma during warm months. It cannot survive prolonged periods in temperatures below freezing. It feeds on mammals in the summer, then switches to birds in the fall. This species is a very important vector of St. Louis encephalitis.

Culex nigripalpus

Culex pipiens, Common house mosquito

Culex tarsalis, Western Encephalitis Mosquito



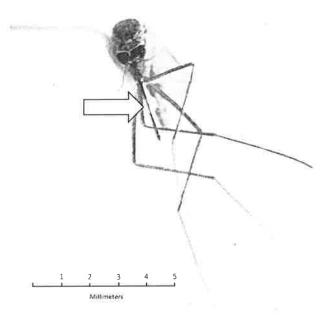
Brown mosquito with cream-colored bent line on each segment of the abdomen (indicated by arrow)

Commonly found in fouled water in containers. Removal of standing water and application of larvicides to open drainage or septic systems is done for control.

Native to Africa.

Vector of: West Nile virus, Eastern equine encephalitis, Japanese encephalitis and St. Louis encephalitis.

This species of mosquito primarily feeds on birds, but also feeds on humans and other mammals. This species is probably the most common vector of West Nile Virus. These small mosquitoes are some of the first mosquitoes to appear in spring. Larvae are commonly found in water containing sewage.



Medium brown mosquito with blunt abdomen. It has white stripes on the legs and has a single white band around its proboscis (indicated by arrow), allowing separation from *Cx. coronator.*

Found in standing water in grasslands, mountains and forests. Control is achieved through removal of breeding habitats (standing water) as well as applying pesticides to manage adults.

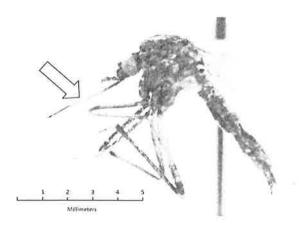
Native to the U.S.

Vector of: West Nile virus, St. Louis encephalitis and Western equine encephalitis.

A Western species that is commonly associated with grassland environments as well as at high elevations in mountainous regions. They feed on birds in the spring, then switch to mammals, including humans, in mid-summer. This is a very important vector species that often infects humans.

Psorophora columbiae, Dark Ricefield Mosquito

Psorophora ferox



Large, dark mosquito with white bands on the legs, abdomen and one band on the proboscis (indicated by arrow). Wings are very dark.

Breeds in open fields that become flooded. Control through managing standing water and aerial application of pesticides, similar to *Aedes vexans*.

Native to the U.S.

Not known to transmit diseases to humans. However, it transmits Venezeulan Equine encephalitis and anaplasmosis in cattle.

This species is a very persistent and painful biter. They are known to have killed cattle due to large swarms either causing suffocation or anemia. They have a very fast life cycle, and can develop from eggs to pupae in 3.5 days in the warm summer months.



Large, dark mosquito with white tips on the hind legs (indicated by arrow).

Breeds in woodland pools, often away from urban centers. Control through managing standing *water and aerial applications of pesticides, similar to Aedes* vexans.

Native to the U.S.

Vector of: Venezuelan Equine encephalitis and West Nile virus.

This is a common woodland species. They are very painful and persistent biters. While they are a nuisance, they are not often encountered by humans due to living in woodland environments.

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MOSQUITO-BORNE DISEASES

Mosquito-borne diseases are a threat from spring through fall in Oklahoma City, and the best ways to fight them are to drain standing water and protect your skin with repellent and long clothes.

Wear repellent and long sleeves

The Centers for Disease Control and Prevention (CDC) <u>recommends</u> using mosquito repellents with DEET, picaridin, IR3535 or oil of lemon eucalyptus (OLE or PMD). Essential lemon eucalyptus oil not formulated as a repellent is not recommended.

Check the label of insect repellents in stores to make sure one of those is listed as an ingredient. Spray the repellent on your exposed skin and clothes. Also check the label to be sure it's OK to apply to your skin, as some repellents are designed only to be sprayed on clothes.

It's also helpful to wear long-sleeved shirts and long pants when you're outside.

Drain or report standing water

Drain standing water on your property to help fight mosquitoes at home. Mosquitoes lay eggs in standing water, and the larvae will hatch if the water isn't drained or treated with larvicide.

You can report standing water on **<u>public</u>** property to the Action Center <u>online</u> or by calling (405) 297-2535.

You can report standing water on **private** property to the Oklahoma City-County Health Department <u>online</u> or by calling (405) 425-4347, (405) 425-4348 or (405) 425-4319.

Avoid being outside at dusk and dawn

Mosquitoes can be a threat all day and night, but they're most active at dusk and dawn.

The best way to avoid mosquito bites is to avoid being outside at dusk and dawn. Whenever you must be outside, remember to wear repellent on your exposed skin and clothes, and wear a long-sleeved shirt and long pants.

OKC, City-County Health Department partner to fight mosquitoes

More Information

Oklahoma City-County Health Department

<u>Centers for Disease Control and</u> <u>Prevention</u> The City of OKC and the <u>Oklahoma City-County Health Department (OCCHD)</u> are partners with our residents in the fight against mosquito-borne illnesses.

The City of OKC tests standing water on public property for mosquito larvae. If larvae are present, crews control them with larvicide that prevents them from emerging as adults. It's not harmful to people, pets or wildlife.

The City does not spray for mosquitoes.

OCCHD monitors the threat of mosquito-borne illnesses locally by exchanging information with local physicians, the state Health Department, CDC and Council of State and Territorial Epidemiologists.

OCCHD also monitors mosquito traps for mosquitoes carrying illnesses that can be transmitted to people.

Mosquito-Borne Diseases

The most common mosquito-borne disease in Oklahoma is the West Nile virus, and it's a deadly threat every year. The Zika virus is another mosquito-borne disease that is a rising international threat, but there has never been a reported case of a Zika-infected mosquito in Oklahoma.

Mosquito-borne diseases are most often transmitted to people through a bite from an infected mosquito. But people can transmit some mosquito-borne diseases to other people through sexual activity.

Mosquitoes can also become infected by biting an infected person, and can then spread the infection to other people through more bites.

If you have recently traveled to an area where mosquito-borne diseases are a threat, it's important to use mosquito repellent even after you return home to prevent local mosquitoes from biting you and becoming infected.

Learn more about <u>Zika</u>, <u>West Nile</u> and their symptoms and effects on the OCCHD website.

Tips for fighting mosquitoes

- Get rid of garbage that holds water. Mosquitoes can lay hundreds of eggs in something as small as a soda can.
- Change water daily in birdbaths and pet water bowls.
- Clean out clogged rain gutters and repair leaky outdoor plumbing fixtures.

- Don't dump grass or other yard waste into storm drains or drainage channels. Clogged storm drainage areas make good mosquito breeding areas.
- Cover rain barrels with a screen as required by City ordinance.
- Boats stored outdoors should be covered or stored upside down.
- Repair damaged screens on doors and windows.
- Use mosquito dunks and other approved mosquito control products on your property. You can find them at home improvement stores. The state Agriculture, Food and Forestry Department maintains a list of approved products you can find <u>here</u> on the Oklahoma State University website.
- Make sure tire swings or other tires on your property aren't holding water.

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Oklahoma Department of Agriculture, Food and Forestry

Products which will control: Mosquitoes (adult)

Show this result with 'Approved' and 'Cancelled' products

Product Name	EPA Id	Registration Status
Absorbine Flys-x Ready To Use Insecticide	1543-10	Approved
Adams Plus Flea & Tick Spray	2724-797-270	Approved
Anvil 10+10 ULV	1021-1688-8329	Approved
Agua Perm-X UL 30-30	89459-76	Approved
Aqua Zenivex E20	89459-81	Approved
Aquaduet Water-Based Dual-Action Adulticide	1021-2562-8329	Approved
Agua-Pursuit ULV	53883-274-86291	Approved (D1)
Aqua-Reslin	432-796	Approved
Backyard Tick Control Perimeter Spray Ben's Tick Fence	1021-1740-56575	Approved
Ben's Insect Repellent Permethrin Complete Clothing & Gear	1021-1740-56575	Approved
Bio Spot Active Care Flea & Tick Spray for Cats & Kittens	2724-797-89459	Approved (D2)
Bio Spot Active Care Flea & Tick Spray for Dogs & Puppies	2724-797-89459	Approved (D2)
Biomist 30+30 ULV	8329-42	Approved
Biomist 4+4 ULV	8329-35	Approved
Bonide Japanese Beetle Killer RTU	4-309	Approved
Carbaryl 4L	34704-447	Approved
Clarke Duet Dual-Action Adulticide	1021-1795-8329	Approved
CSI 30-30 Mosquito, Fly & Gnat Control	53883-298	Approved
CSI 4-4 Mosqito, Fly & Gnat Control	53883-300	Approved
Cyonara 9.7 Insecticide w/ Sigma Technology	53883-145	Approved
Cyzmic CS Controlled Release Insecticede w/ CapVantage Technology	53883-389	Approved
DeltAGard Insecticide	432-1534	Approved
Demand Duo Insecticide	100-1653	Approved
Dibrom 8 Emulsive	5481-479	Approved
Dibrom Concentrate Insecticide	5481-480	Approved
Drexel Carbaryl 4L	19713-49	Approved
Drexel Malathion 5EC Insecticide/ Miticide	19713-217	Approved
Durvet Dairy Bomb 552	47000-97-12281	Approved (D2)
Enforcer BugMax Flying Insect Killer	10807-429-40849	Approved
Evergreen Crop Protection EC 60-6	1021-1770	Approved
Evergreen Mosquito Adulticide EC 60-6	1021-1770	Approved
Evergreen Pro 60-6 Multi-Purpose Insecticide	1021-1770	Approved
EverGreen ULV (5-25) Ground	1021-1199	Approved
EverGreen ULV 12-60 Concentrate Insecticide	1021-1570	Approved
EverGreen ULV 5-25 Air Insecticide	1021-1569	Approved
Exile 9.7 Controlled Release Insecticide w/ CapVantage Technology	53883-261-40940	Approved
Fly Zap Aerosol Insecticide	47000-97-40940	Approved
Fyfanon EW Insecticide	279-3622	Approved
Fyfanon ULV AG Ultra Low Volume Concentrate Insecticide	279-3540	Approved
Fyfanon ULV Mosquito Ultra Low Volume Concentrate Insecticide	279-3539	Approved
GardenTech Sevin Concentrate Bug Killer	264-334-71004	Approved
GardenTech Sevin Concentrate Bug Kitter	432-1212-71004	Approved
GardenTech Sevin RTS Bug Killer	264-334-71004	Approved
Gordon's Aqueous Ely Spray	2217-782	Approved
Gordon's Horse & Stable Spray RTU	2217-782	Approved
Imperium Insecticide	432-1534	Approved
In2Mix - Refills for In2Care Trap	91720-1	Approved
Inselux Fog & Mill Spray	89459-126	Approved
Inselux rog & Mill Spray IT Eaton Kills Bedbugs Fleas, Brown Dog Ticks	45385-28-56	Approved
Lambda-Cy EC Insecticide	70506-120	Approved

kellysolutions.com/ok/showproductsbypest.asp?Pest_ID=IOAMAAJ04&approved=true

Product Name	EPA Id	Registration Status
ambdaStar UltraCap 9.7% Insecticide	71532-33-91026	Approved
LambdaStar UltraCap 9.7% Insecticide	71532-33-91026	Approved (D2)
Lesco Sevin Brand SL Carbaryl Insecticide (#082007)	432-1227-10404	Approved
Malathion 8 Aquamul	34704-474	Approved
Malathion ULV Concentrate Insecticide	34704-565	Approved
Marc 4 - 4 ULV Mosquito. Fly and Gnat Control	53883-300-12204	Approved
Masterline Agua-Kontrol 30-30	73748-11	Approved
MasterLine Agua-Kontrol 30-30	73748-11	Approved (D2)
Masterline Kontrol 30-30 Concentrate	73748-5	Approved
Masterline Kontrol 30-30 Concentrate	73748-5	Approved (D2)
MasterLine Kontrol 31-64 Concentrate	73748-6	Approved (D2)
Masterline Kontrol 31-67 Concentrate	73748-6	Approved
Masterline Kontrol 4-4	73748-4	Approved
Masterline Kontrol 4-4	73748-4	Approved (D2)
Mosquito Mist Ultra Synergized Permethrin Formulation	53883-274	Approved
Ortho MAX Malathion Insect Spray Concentrate	239-739	Approved
PCT 3-15 ULV	86291-4	Approved (D1)
Permadoe 20 RTU Stable Emulsion Insecticide	10088-95-11547	Approved
Permanone 30-30	432-1235	Approved
Permanone 31-66	432-1250	Approved
PermaSease 30-30	86291-2-96263	Approved
PermaSease 3-15	86291-4-96263	Approved
PermaSease 4-4	86291-3-96263	Approved
PermaSease UC	53883-459-86291	Approved
PermaSease UC 20-20	53883-274-86291	Approved
Perm-X UL 30-30	89459-44	Approved
Perm-X UL 31-66	89459-45	Approved
Perm-X UL 4-4	89459-47	Approved
PestXpert Pyrethrum PBO Plus Concentrate Multi-Purpose Insecticide	1021-1770	Approved (D2)
Prozap Pyrethrin Aqueous Fly Spray RTU on Horses & Cattle	47000-121	Approved
Pursuit 4-4 ULV	86291-3	Approved (D1)
PyroFos 1.5 ULV Vector Control Insecticide	53883-251	Approved
Pyronyl 525 Oil Concentrate	89459-24	Approved
Pyronyl Crop Spray	89459-26	Approved
Pyronyl UL-300 Oil Concentrate	89459-27	Approved
Sevin SL Carbaryl Insecticide	432-1227	Approved
Sevin XLR Plus Carbaryl Insecticide	61842-37	Approved
Starbar UL-100 EC Insecticidal Spray	89459-29	Approved
Starbar OL-100 EC Insecticidal Spray.	2724-448	Approved
Strike renets Stryker Insecticide Concentrate	53883-308	Approved
	5481-481	Approved
Trumpet EC Insecticide	8329-36	Approved
ULV Mosquito Master 412	2724-791	Approved
Zenivex E20		
Zenivex E4 RTU	2724-807	Approved
Zoecon Altosid P35 Insect Growth Regulator Granular	89459-95	Approved
Zoecon Altosid Pellets	2724-448	Approved
Zoecon Altosid Pellets WSP	2724-448	Approved

Total Number of Matching Products: 98

If you have suggestions for new features, please E-Mail us at <u>developer@kellyreg.com</u>.

If you find erroneous data, please e-mail the department at Heather Richards(a ag.ok.gov. We will respond to all inquiries as soon as possible.

Database Last Updated: 6/1/2021

Home KellySchulonscenn Scarch By: Company Name Company ID Product PA ID Active Ingredient Pest Site RUP Fettilizer Combinations Formulation Pesticide Type SLN Multiple Criteria

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	In Oklahoma , swarms are most common during late April until June. Often, these swarms will develop in one day and may be gone the next. Figure 2. Honey Bee Swarm.	
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Honey Bees, Bumble Bees, Carpenter Bees and Sweat Bees

by C Bees * Cited by 3 — Division of Agricultural Sciences and Natural Resources • Oklahoma State University. EPP-7317 ... Honey bees build a large nest (hive) consisting of sever- al wax combs for their ... The venom of social bees contains active compounds that.

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What do honeybees do in the winter? | News | tulsaworld.com

Feb 6, 2019 — They stay right here in the Skiatook area and are active all winter long. ... Even on the coldest of winter days, honeybees will keep the temperature in the ... She holds an M.A in English from the University of Central Oklahoma.

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We're into bee season where colonies become crowded ...

Apr 10, 2020 — April and May are the months when **honeybees** swarm in the Skiatook area. ... The Northeast **Oklahoma** Beekeepers Association (NEOBA) ...

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What Season Do Bees Come Out? | When is Bee Season ...

When are **Bees** Most **Active? Bee** season depends largely on temperature and the seasonal patterns of flowers. After hibernating over the winter, **bees** awaken

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Honey Bees in Winter - How Do They Survive? | Terminix

But honey bees remain active throughout the winter, despite freezing temperatures and the lack of flowers on which to forage. These honey bee species ride out ...

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Oklahoma adding more beekeepers amid nationwide bee ...

May 21, 2019 — What makes **Oklahoma honey** unique is its diversity, Sharpley said, "The state has quite a diversity of floral sources for **bees**," said Sharpley.

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Managed Pollinator Protection Plan - Oklahoma Department ... sustainability of managed honey bees in the U.S. This issue has gained national and likely to coincide with when the pollinators are most active, putting pesticide

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Northeastern Oklahoma Honeybee Population Impacted By ... Mar 10, 2021 — Toothman said honeybees can reproduce quickly and the queen can lay up to 2,500 eggs per day, but it won't be an easy recovery for ... Missing: aetive | Must include: active

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Cold Temperature and Honey Bees - - Sweet Mountain Farm

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Peak activity is early afternoon. **Honey Bees** may forage for miles in every direction, so they tend to head home an hour prior to sunset **when** their ability to see well is impeded by low light. They are also not **active** during periods of rain and activity is greatly reduced by temperatures below 50 degrees f.

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What time of day are honey bees active?

What Time of Day Are Bees Most Active? So generally speaking honey bees most active time a day is going to be in the early afternoon, with activity starting somewhere in the morning, and stopping a bit before sunset. In warmer months the amount of time they're out of the hive will be longer than in colder months. Nov 5, 2020

https://homesteadinghero.com > when-do-bees-come-out -When Do Bees Come Out - Homesteading Hero

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Wasps are generally more **active** during the warmth of the **day**. They get less **active** at night and dusk. So, you are more likely to be attacked by a swarm of **wasps when** it's daytime and the workers are out and about and more likely to see you as a potential threat. Apr 17, 2018

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Lees, Larry <leesl@pryorcreek.org>

City Wide Mosquito Spraying

3 messages

N. Roberts <pryortigers@yahoo.com> To: "leesl@pryorcreek.org" <leesl@pryorcreek.org> Mon, May 24, 2021 at 9:21 AM

Larry,

I appreciate your communication this morning about on of my "passions" and look forward to addressing the Council on the issue of citywide spraying for mosquitoes. As you know, we humans were created with a job to take care of God's creations, and we are not doing a very good job of it. Not only that, but God created the pollinators originally for our eco-food system, which affects all of us.

This is what I posted on Facebook. I copied and pasted it here, if you cannot read it, please let me know and I will type it up for you. Also let me know if I will be addressing Council next Tuesday or at the next meeting.

Did you know mosquitoes are pollinators? https://www.earthtouchnews.com/.../the-bizarreand.../

The City of Pryor Creek hires a Pest Control Company every year to go out into the middle of the night and spray the town with toxic chemicals to eliminate mosquitoes. BUT not only is this eliminating mosquitoes, but it's also getting rid of and causes reproductive issues in birds and other pollinators crucial to our eco-food system.

A couple of years ago I kept wondering why I didn't see more birds, butterflies and bees in my yard like I should be, because I planted all the right plants to attract them. Then I saw someone locally post a video of the city hired truck spraying this person's neighborhood at 3AM in the morning and it dawned on me. The City is the culprit.

So, the next Spring I called the Pest Control Company and asked them not to spray my yard. He agreed (he also told me he sprays at night when the birds and pollinators are asleep so there shouldn't be a problem!). I watched and listened for the truck for weeks and never heard or saw it near my home ,and that Summer my yard was FULL of Butterflies and Bees and we had more birds and hummingbirds than we'd had since we moved to town five years prior! Did you know that most cities DO NOT SPRAY their communities for mosquitoes unless a property owner requests, there are complaints, or there is a case of West Nile? The following cities in Oklahoma DO NOT SPRAY for mosquitoes: Oklahoma City, Moore, Norman, Yukon and Edmond. So why is our City SPRAYING poison into the air in Pryor that lands on our plants, pollinators, birds and in OUR lungs?

I've called the Pest Control company and have been assured my yard will not be sprayed again this year (if you are a property owner you have a right to do this, if you want the phone number contact me).

We've had a lot of rain recently and mosquitoes are abundant, so how am I going to keep them away? Last year my Citronella plant kept them away from my porches very well. Did you know garlic repels mosquitoes (Disney theme parks uses garlic to keep mosquitoes away!) So, I'm going out and buying Garlic Liquid (Tractor Supply, Lowes), to APPLY, NOT SPRAY, around my house foundation and porches, NOT ON MY PLANTS AND YARD because garlic is toxic to pollinators but it WILL NOT poison the soil. We just want to TARGET MOSQUITOES. I'm also eliminating standing water in and around my yard. If the City would send the street cleaner out to get rid of standing water around the curbs that would be awesome!

My nephew has a PhD in Biology with his specialty in mosquitoes and he tells me he is surprised the City of Pryor sprays preventively placing humans, insects and animals at risk. His town of Moore does not spray and he is in favor of this. He also states that APPLICATION is much safer for the environment and humans than spraying. So why is the City of Pryor Creek still doing this?! I think I trust my nephew, who studies and specializes in mosquitoes more than city officials and pest control companies.

But don't just take my word for it, do your own research.

In *His* Love and Service, Nena Roberts

pryortigers@yahoo.com

And He (Jesus), said to them, "Go into all the world and preach the gospel to all creation." ~Mark 16:15

Larry Lees <leesl@pryorcreek.org> To: "N. Roberts" <pryortigers@yahoo.com> Cc: "Coats, Darla" <coatsd@pryorcreek.org>

Nena,

Thank you for taking the time to send this information and for calling it to my attention. Please come to our City Council

Meeting on June 1st, 6PM, and read your post and/ or speak to the issue during the "Petitions from the Audience" section of the agenda which comes right after the department head reports at the first part of the meeting.

Our spraying service is an annual service contract that will renew and will be engaging June 1st. Your comments have been made known to the service and are being studied and considered. Though the timing for a wholesale culture change is not good, that doesn't mean that a culture change cannot be introduced and begin to be implemented this season.

I hope to see you at City Council meeting on the 1st.

Sincerely,

Larry Lees

Mayor

12 N Rowe St

PO Box 1167

Pryor, OK 74362-1167

LeesL@PryorCreek.org

Sent from Mail for Windows 10

[Quoted text hidden]

N. Roberts <pryortigers@yahoo.com> To: Larry Lees <leesl@pryorcreek.org> Cc: "Coats, Darla" <coatsd@pryorcreek.org> Wed, May 26, 2021 at 3:26 PM

Wed, May 26, 2021 at 3:24 PM

Praise God! Thank you for the opportunity! See you Tuesday night!

In *His* Love and Service, Nena Roberts

pryortigers@yahoo.com

And He (Jesus), said to them, "Go into all the world and preach the gospel to all creation." ~Mark 16:15

[Quoted text hidden]



Lees, Larry <leesl@pryorcreek.org>

For Council packet re: Mosquito Spraying

1 message

N. Roberts <pryortigers@yahoo.com> To: Larry Lees <leesl@pryorcreek.org> Mon, May 24, 2021 at 10:24 AM

I would love to be able to share the video of the Monarch butterfly emerging from it's chrysalis last summer and Fall at Council after no mosquito spraying on my yard from the City. If you'll send me your phone number I can send the video to you.

I've attached photos of the two Monarch caterpillars that landed one at a time, in one of my outdoor potted plants and morphed into their chrysalises on a bamboo stick I placed in the pot for them, and emerged as a butterfly, if you would also attach one, two or more to the packet. Thanks!

I had also planted a raised salad garden and a Eastern Black Swallowtail Butterfly laid eggs in the carrots (we actually watched her do this!). Well, they hatched into hundreds of caterpillars that took over my carrots and ate the tops to grow and live, and I let them have the patch until they moved away to chrysalisize. Three of them moved onto my fence where they overwintered and they emerged this March. How in the world can we contribute to eradicating these beautiful creatures of God's creation?! P.S. I did put netting over the Monarch and Swallowtail chrysalises to protect them until they emerged.

Oh, and by the way, I saw where the ED was hired again. Not happy. BUT I will trust that you and the Council are doing the right thing, that you are following the discernment of the Holy Spirit, and we WILL see results.

In *His* Love and Service, Nena Roberts

pryortigers@yahoo.com

And He (Jesus), said to them, "Go into all the world and preach the gospel to all creation." ~Mark 16:15

5 attachments



09.22.20 second monarch cat 7.JPG 5580K



09.23.20 first monarch chrysalis 1.JPG 5097K



09.28.20 first monarch chrysalis 1 orig.JPG 5829K



09.28.20 first monarch chrysalis 19 emerge.jpg 2790K

09.28.20 first monarch emerged butterfly 7.JPG 5900K

6/1/2021



06.01.21

I appreciate the Mayor's communication with me about one of my "passions" on the issue of pollinator protection and citywide spraying for mosquitoes. As you know, we humans were created with a job to take care of God's creations, and we are not doing a very good job of it. Not only that, but God created the pollinators originally for our eco-food system, which affects all of us. And, if you know me, you know that I don't often JUST offer my opinion, but I do research to back up my opinion.

I want to make it clear that in NO WAY am I trying to hurt Mike Kennedy or his business. The following is what I posted on Facebook a couple of weeks ago and tagged those of you I was able to tag, and Mayor told me it would be included in your staff packet, but I did not see it when looking through the packet online, so I have given you a copy to follow. I am also passing around a copy of a Monarch butterfly that found on of my outdoor potted plants last summer as a caterpillar, which morphed into a chrysalis, and in this photo you can see the butterfly immediately after emerging from the chrysalis. If you have never witnessed this personally, it is amazing. I have a video of another Monarch butterfly from my yard last summer and will be happy to show you. :

"Did you know mosquitoes are pollinators?

The City of Pryor Creek hires a Pest Control company every year to go out into the middle of the night and spray the town with toxic chemicals to eliminate mosquitoes. Not only is this eliminating mosquitoes, but it's also getting rid of and causes reproductive issues in birds and other pollinators crucial to our eco-food system.

A couple of years ago I kept wondering why I didn't see more birds, butterflies and bees in my yard like I should be, because I planted all the right plants to attract them. Then I saw someone locally post (on Facebook) a video of the City hired truck spraying this person's neighborhood at 3 AM in the morning and it dawned on me. The City is the culprit.

So, the next Spring I called the Pest Control Company and asked that my yard not be sprayed. He agreed (he also told me he sprays at night when the birds and pollinators are asleep so there shouldn't be problem.). I watched and listened for the truck for weeks and never heard or saw it near my home, and that Summer (last year), my yard was FULL of Butterflies and Bees and we had more birds and hummingbirds than we'd had since we moved here five years prior!

Did you know that most Cities DO NOT SPRAY their communities for mosquitoes unless a property owner requests, complains, or there is a case of West Nile Virus? The following Cities in Oklahoma DO NOT SPRAY for mosquitoes: Oklahoma City, Moore, Norman, Yukon and Edmond, and I am sure there are more, these are the ones I found. So, why is our City SPRAYING poison into the air in Pryor Creek that lands on our plants, pollinantors, birds and in our lungs?

I've called the Pest Control company and have been assured my yard will not be sprayed again this year (if you are a property owner you have a right to do this). Did you know garlic repels mosquitoes (Disney theme parks uses garlic to keep mosquitoes away!) So, I'm going out and buying Garlic Liquid to APPLY, NOT SPRAY, around my house foundation and porches, NOT ON MY PLANTS AND YARD because garlic is toxic to pollinators but it WILL NOT poison the soil. We just want to Target Mosquitoes, the 'bad pollinator'. I'm also eliminating standing water in and around my yard. If the City would send the street cleaner out to get rid of standing water around the curbs that would be awesome!"

My nephew (Caio Franca, also the City Attorney's son-in-law), has a doctorate in Biology with his specialty in mosquitoes and he tells me he is surprised the City of Pryor sprays PREVENTIVELY placing humans, insects, and animals at risk. His own town of Moore, Oklahoma does not spray for mosquitoes and he is in favor of this. He also states that APPLICATION versus spraying is much safer for the environment and humans than spraying. So why is the City of Pryor Creek still doing this? I think I trust my nephew, who studies and specializes in mosquitoes more than City Officials and Pest Control Companies."

Last June I contacted Mike Rose with the Mayes County OSU Cooperative Extension to get his opinion on the chemical that Mike Kennedy told me he uses, Permethrin. I am giving you a copy of the email I sent him with a description of that chemical. I am also giving you a copy of the emails from Mike Rose and Justin Talley another OSU Extension agent whom Mr. Rose contacted for me and said "has more of an overlap with mosquito abatement", and is a proponent of chemical spraying. In reading these emails please be aware that Professional Pest Control never got back with me on clarification if the chemical is ULV or ULB.

Council, I realize we are now at our annual contract renewal with City-Wide Mosquito Spraying, but I don't think it would be harmful to TABLE signing the contract until at least the next meeting and discussing it at that time, so you don't have to just take mine, or Mike's word for it in order to do your own research and ask your constituents.

There are obviously two sides to this issue and I think we need to focus on what my nephew, Caio Franca's concern is, the act of PREVENTIVELY spraying when Cities in Oklahoma and across the nation are breaking away from this and only TREATING AS NEEDED.

I am a big proponent of prevention, but in this case I believe the prevention that the City is practicing is harmful and has been for many years and remember, MY tax dollars have been paying for this continued practice.

Thank you for your time, listening and allowing me to be informed and involved.

Nena Roberts

From: N. Roberts < Sent: Monday, June 15, 2020 9:39 AM To: Rose, Michael < Subject: Mosquito Spray

Mike, I cannot reach Mike Kennedy at Professional Pest Control. The name of the chemical he gave me that he uses to fog the city for mosquitoes is Per x4-4ULB. I started looking for what the "Per" stands for in pesticides and it looks like PERMETHRIN is most common for cities to use, so, I'm going to guess the "Per" in the name Mike gave me stands for permethrin. This is what I found:

>

>

Effects on Other Animals (Nontarget species)

Permethrin is extremely toxic to bees. Severe losses may be expected if bees are present at treatment time, or within a day thereafter (,). Permethrin is also toxic to wildlife (). It should not be applied, or allowed to drift, to crops or weeds in which active foraging takes place ().

Mike told me it does not leave a residue when settling, but from what I'm reading it is toxic to wildlife and "should not be allowed to drift to crops or weeks in which active foraging takes place". This also concerns me because we put out a summer vegetable garden and not to mention my concern for my pollinator flower beds that I have intentionally planted for pollinators.

Also, "severe losses may be expected if bees are present at treatment time, or within a day thereafter." Mike told me that spray at night when the bees are not out, BUT if it can be toxic within a day thereafter, it must still affect them?

I don't know, but maybe the "Per X4-4ULB" is a safer solution? I would like clarification on that.

Thank you!

In *His* Love and Service, Nena Roberts

And He (Jesus), said to them, ~Mark 16:15 Rose, Michael <michael.rose@okstate.edu> To:pryortigers@yahoo.com Fri, Jun 19, 2020 at 4:36 PM

Nena,

Here is the response I received from Justin Talley.

I hope this helps.

Mike

From: Talley, Justin L <justin.talley@okstate.edu> Sent: Friday, June 19, 2020 4:18 PM To: Rose, Michael <michael.rose@okstate.edu> Cc: Rebek, Eric J <eric.rebek@okstate.edu> Subject: RE: Mosquito Spray

Hey Mike,

I apologize for the delay. This one slipped through my email. That insecticide is a permethrin and unfortunately permethrin is the most commonly utilized type of insecticide.

Mosquito management entities utilizing Ultra Low Volume (ULV) spray applications should do so before dawn or after dusk to both target mosquitoes when they are most active and to avoid day-active pollinators such as butterflies and bees that have returned from foraging.

Applicators should strictly conform to restrictions posted on product labels as a matter of both federal law and environmental stewardship. Product labels often contain specific language such as "do not apply when flowers are in bloom..." regarding application methods that minimize pollinator exposure. This is the law and it must be complied with.

It all comes down to communication between the beekeepers and the city that is putting out the mosquito abatement.

Let me know if you have any more questions related to this issue.

Take care,

Justin

To: Rose, Michael <<u>michael.rose@okstate.edu</u>> Subject: Re: Mosquito Spray

Mike, Thank you! So, does permethrin indeed harm pollinators up to a day after spraying?

In *His* Love and Service, Nena Roberts pryortigers@yahoo.com

And He (Jesus), said to them, "Go into all the world and preach the gospel to all creation." ~Mark 16:15

From: Rose, Michael Sent: Wednesday, June 24, 2020 10:26 AM To: Talley, Justin L <justin.talley@okstate.edu> Subject: FW: Mosquito Spray

Justin,

Would you please answer this question for me?

Mike

From: Talley, Justin L <justin.talley@okstate.edu> Sent: Wednesday, June 24, 2020 10:46 AM To: Rose, Michael <michael.rose@okstate.edu> Subject: RE: Mosquito Spray

Hey Mike,

A synergized permethrin will stay around a little longer than a regular permethrin spray. If using a synergized pyrethroid then it could go stick around for a while but if they are using a ULV then it will usually not last more than 24 hours.

Justin

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PRYOR CREEK, OKLAHOMA

AND

LODGE NO. 116 FRATERNAL ORDER OF POLICE

EFFECTIVE JULY 1,2021 THROUGH JUNE 30,2022

Pryor Creek/FOP/CBA 2021-2022

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Exhibit B. 2021-2022 Officer Ranks

Pryor Creek/FOP/CBA 2021-2022

ARTICLE 1: COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this <u>day of June 2021</u> 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 0.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.

ARTICLE3: MUTUAL RESPONSIBILITY TO ASSURE EQUALITY OF TREATMENT

<u>SECTION 1</u>.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.

<u>SECTION 2.</u> 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

<u>SECTION 1</u>: This agreement shall be effective as of July 1, 2021, unless otherwise specified, and shall remain in effect through June 30, 2022.

<u>SECTION 2</u>: 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.

<u>SECTION 3</u>: 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.

<u>SECTION 4</u>: 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. <u>SECTION 5:</u> 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.

Pryor Creek/FOP/CBA 2021-2022

ARTICLE 6: NON-DISCRIMINATION

<u>SECTION 1</u>: 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.

<u>SECTION 2</u>: 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.

<u>SECTION 3</u>: 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 days for qualified purposes.

ARTICLE 11: GRIEVANCE PROCEDURE

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

<u>SECTION 2:</u> 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. The City Council shall notify the grieving party in writing of the name, address and telephone number of their 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

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

<u>SECTION 2</u>: 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.

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

<u>SECTION 4</u>: 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.

<u>SECTION 5:</u> 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

<u>SECTION 1</u>: 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 11 of employment	Accumulating at rate of 1.25 days per calendar month (15 days per year)
During years 12 to 19 of employment	Accumulating at rate of 1.667 days per calendar month (20 days for the year)
During year 20 and subsequent years of employment	Accumulating at rate of 2.083 days per calendar month (25 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 31st of each year. For annual leave requests received after March 31st neither seniority nor rank will affect preference in scheduling 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

<u>SECTION 1</u>: 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.

HOLIDAY SCHEDULE 2021

Friday, January 1, 2021New Year's DayMonday, January 18, 2021Martin Luther King DayMonday, February 15, 2021President's DayFriday, April 2, 2021Good Friday

Monday, May 31, 2021	Memorial Day
Monday, July 5, 2021	Independence Day Observed
Monday, September 6, 2021	Labor Day
Monday, October 11, 2021	Columbus Day
Thursday, November 11, 2021	Veteran's Day
Thursday, November 25, 2021	Thanksgiving Day
Friday, November 26, 2021	Thanksgiving Day After
Thursday, December 23, 2021	Christmas Holiday
Friday, December 24, 2021	Christmas Eve

<u>SECTION 2.</u> 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 spouse, child, parent, brother, sister, grandparent, and grandchild.

One (1) day bereavement leave will be allowed upon the death of great-grandchild, aunt, uncle, nephew, and niece.

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 not required by the court to actually appear in court, at all, on the following day, the employee shall report and present himself at his regularly assigned work hours.

ARTICLE 24: INSURANCE

<u>SECTION 1:</u> 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. <u>For Employee Coverage</u>: 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

<u>SECTION 1:</u> 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.

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

<u>SECTION 3:</u> 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.

<u>SECTION 4:</u> 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.

<u>SECTION 5:</u> 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.

<u>SECTION 6:</u> 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.

<u>SECTION 7</u>: 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) Ca	all out	
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- (b) Firearms qualification2 hrs
- (c) Monthly firearms practice2 hrs
- (d) Department meetings.....2 hrs
- (f) Court..... 2 hrs
- (g) Schools and seminars2 hrs

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.

Special Qualification Pay for the herein below listed special qualifications shall be compensated at a rate of \$175.00 per month per special qualification not to exceed \$700.00 per month. 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
- (1) Accident Reconstruction
- (m) Full Terminal State Certified OLETS Operator; Type III

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Commented [LM1]: This paragraph was moved from below. Wording was not changed.

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

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 \$18.33 per meal with a maximum of \$55.00 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 I: 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:



Other	Uniform Items:
a.	Boots (One Pair)
b.	Coat (Universal)
c.	Ear Protection
d.	Earpiece for Radio
e.	Exterior Ballistics Panel Carrier (Vest)
f.	Flashlight and Appropriate Holder for Expected Use (Class A or B)
g.	Gas Mask With Canister
<mark>h.</mark>	Glove Pouch
i.	Handgun
j.	Individual First Aid Kit
<mark>k.</mark>	Interior Ballistics Panel Carrier (Vest)
1.	Less-lethal Holster
m.	Polo Shirt (Two)
n.	Radio and Holder
<mark>o.</mark>	Traffic Vest
p.	Trousers (2 Pairs of 5.11-type Pants)
q.	Weapon-mounted Flashlight (Handgun)
r.	Handcuffs (Two Sets)

3.

<u>SECTION 3:</u> 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.

SECTION4: All employees will be given the opportunity to be issued abulletproof vest by THE CITY. If an employee elects to accept abulletproof 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 abulletproof 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 *l* 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 *l* 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 **Pryor Creek/FOP/CBA 2021-2022** 19 | P a g e 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 \$550.00 annually. The \$550.00 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 *I*her designee.

<u>SECTION 6</u>: 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 **Pryor Creek/FOP/CBA 2021-202** and 5 hereof shall be and remain the property of the City.

<u>SECTION 8</u>: 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 and/or CLEET Intermediate Certification -2% increase over base salary;
- (C) Bachelor's Degree and/or Advanced CLEET Certification -4% increase over base salary;
- (D) Master's 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, 2021, who are covered by this contract and their hire dates.

EMPLOYEE	HIRE DATE
Tramel, Kevin, Captain	October 8, 1999
Barham, Claybem, 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 Patrolman	November, 21 2018		
Reese, Tanner Patrolman	April 8, 2019		
Meek, Martin Patrolman	November, 9, 2020		
Scott, Hanna Patrolman	November 10, 2020		
Houston, Devonte Patrolman	December 7, 2020		

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 \$5.00 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 \$10.00 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

<u>SECTION 1:</u> 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.

<u>SECTION 2:</u> 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.

<u>SECTION 4</u>: 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

<u>SECTION 1</u>: 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 3.0% 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, 2021.

<u>SECTION 2:</u> 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.

<u>SECTION 3</u>: 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.

<u>SECTION 4:</u> 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.

<u>SECTION 5:</u> 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

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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

<u>SECTION</u> 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.

<u>SECTION 2:</u> 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.

<u>SECTION 3:</u> 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

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matter contained therein.

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

<u>SECTION 5:</u> 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.

<u>SECTION 6</u>: 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.

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

ARTICLE 38: LEGAL REPRESENTATION

<u>SECTION 1:</u> 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

<u>SECTION 1</u>: 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.

<u>SECTION 2:</u> 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.

<u>SECTION 3:</u> 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.

<u>SECTION 4:</u> 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

<u>SECTION 1</u>: 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.

<u>SECTION 2</u>: 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: DRUGTESTING

<u>SECTION 1</u>: 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.

<u>SECTION 2:</u> 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 June 2021 by the Mayor and Council of the City of Pryor Creek, Oklahoma.

CITY OF PRYOR CREEK, OKLAHOMA

By _____ Larry Lees, Mayor

By

(Seal) ATTEST:

Eva Smith, City Clerk

APPROVED AS TO FORM AND CONTENT:

K. Ellis Ritchie, City Attorney

FRATERNAL ORDER OF POLICE LODGE NO.116

Lodge President

(SEAL)

1

Attest:

Lodge Secretary

EXHIBIT A

POLICE PAY PLAN 2021-2022 CITY OF PRYOR CREEK

RANGE		STEP 1	STEP 2	STEP 3	STEP 4
J	POLICE PATROLMAN	\$37,843	\$43,561	\$46,027	\$51,130
к		* ***	• • • • = = •	* - - - - - - - - - -	450 500
n	POLICE CORPORAL	\$38,894	\$44,776	\$47,316	\$52,529
L	POLICE SERGEANT	\$39,980	\$46,027	\$48,448	\$55,075
М	POLICE CAPTAIN				\$55,666

APPROVED BY COUNCIL:

EXHIBIT B OFFICER RANKS

Officer	Rank	Date of Current Rank
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
Meek, Martin	Patrolman	November 9, 2020
Scott, Hanna	Patrolman	November 10, 2020
Houston, Devonte	Patrolman	December 7, 2020

Pryor Creek/FOP/CBA 2021-2022

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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, 2021 through JUNE 30, 2022

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ARTICLE 1. COLLECTIVE BARGAINING AGREEMENT

This agreement made and entered into and to be effective this, <u>1st</u> day of July, 2021 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, 2021, and shall remain in full force and effect through June 30, 2022.

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, 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. <u>For Employee Coverage</u>: 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:

YEARS OF SERVICE

One (1) through five (5) years Six (6) through nineteen (19) years Twenty (20) or more years

ACCRUED VACATION PER YEAR

120 hours per year / 5 shifts168 hours per year / 7 shifts216 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 <u>extended</u> illness or <u>off the job</u> 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.

A. 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.

B. Overtime hours as defined in Section 3 of this Article worked in relationship to any city, state, or national disaster or any pre-scheduled twenty-four hour shift relief may be paid to the member in cash wages or in comp time at the election of the member. The election made under this paragraph remains subject to the maximum booked comp time allowed under Section 10 of this Article. The member election of the form of compensation under this paragraph shall be designated by the member in accordance with Chapter 2 Section 7 of the personnel policy of the City governing time sheets.

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 five (5) 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, 2021, through June 30, 2022: All members shall receive a three percent (3.0%) 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 employees shall be furnished with the following items prior to their first shift (see Exhibit C attached hereto). New members will be accompanied by a designated representative to acquire the items listed in the uniforms list not to exceed One Thousand Dollars. New employees however shall be able to reorder clothing, foot wear, brass, or any other item approved by the Chief or Assistant Chief with the remaining balance not to exceed the One Thousand Dollar cap.

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) Bachelor's Degree 4% over base salary.
- (d) Master's 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 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 <u>day of June</u>, 2021, by the City of Pryor Creek and the Union, but shall become effective as of July 1, 2021.

PASSED AND APPROVED this <u>day of June, 2021</u>, 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 2021-2022 FIRE DEPARTMENT CITY OF PRYOR CREEK

RANGE		STEP 1	STEP 2	STEP 3	STEP 4
N	FIREFIGHTER	<mark>\$36,416</mark>	<mark>\$41,918</mark>	<mark>\$44,290</mark>	<mark>\$49,201</mark>
Ο	FIRE LIEUTENANT	<mark>\$37,426</mark>	<mark>\$43,086</mark>	<mark>\$45,530</mark>	\$50,547
Ρ	FIRE CAPTAIN	<mark>\$38,472</mark>	<mark>\$44,290</mark>	\$46,622	<mark>\$53,903</mark>

APPROVED BY COUNCIL:_

APPENDIX B

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

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
1 LS 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, JUNE 1ST, 2021 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. 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 Yolanda Thompson. Members absent: none.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Police Chief Dennis Nichols, Assistant Police Chief James Willyard, Assistant Fire Chief James Baumert, Emergency Management Director Johnny Janzen, Building Inspector Kenneth Young, Recreation Center Director Jessica Long, Assistant Recreation Center Director Jerome Hopkins.

Others present: Police Captain Kevin Tramel, Police Officer Dustin VanHorn, City Engineer Steve Powell, Flood Plain Administrator Bill Smith, Nena Roberts, Chris Curnutt, Buddy Nunley, Dee Ann Briggs, Marshel Morrison, Brenda Shrader, Carolyn Erwin, Rachel Campbell, Dean Robertson, Mike Kennedy, Sam Vonwald, Margie Campbell, Tom Campbell, Kemmie Shropshire and Terry Aylward.

2. PETITIONS FROM THE AUDIENCE. (LIMITED TO 5 MINUTES, MUST REQUEST IN ADVANCE.) a. Nena Roberts regarding city-wide mosquito-spraying.

Nena Roberts spoke against city-wide mosquito-spraying.

b. Mike Kennedy with Professional Pest Control regarding city-wide mosquito-spraying.

Mike Kennedy with Professional Pest Control spoke regarding the safety of city-wide mosquito-spraying.

3. DEPARTMENT HEAD REPORTS IF NEEDED:

a. Building Inspector

Young reported that they are having to work around the weather. He reported that there are a couple of new homes that have been started.

b. Emergency Management

Janzen reported that he has been working on FEMA audits. He will submit the paperwork to retrieve between \$30-\$40,000.00. Tramel asked about the Park Branch Creek and the funds from that grant. Janzen stated that once the city determines a specific project to work on, we can submit an application for the grant funds.

c. Fire

d. Golf

e. Library

Baumert reported that they have been training on swift-water rescues. Calls are running about the same as normal.

No report.

No report.

f. Parks / Cemetery

No report.

g. Police

Nichols had no report, but asked if the Council had any questions.

h. Recreation Center

Long reported that they are staying very busy. They have extended their summer pool hours and the new summer programs will begin next week.

4. MAYOR'S REPORT:

a. Discussion and possible action regarding beginning Salt Branch Creek clean-up process with Phase 1 (estimated cost of \$60,337.00) and Phase 2 (estimated cost of \$52,535.00) per the recommendation of our Flood Plain Administrator and our Flood Plain Board. This action requires competitive bidding, and the path for funding is considered to be CARES Act funds.

Motion was made by Thompson, second by Brakefield to approve beginning Salt Branch Creek clean-up process with Phase 1 (estimated cost of \$60,337.00) and Phase 2 (estimated cost of \$52,535.00) per the recommendation of our Flood Plain Administrator and our Flood Plain Board. This action requires competitive bidding, and the path for funding is considered to be CARES Act funds. Flood Plain Administrator Bill Smith spoke. Thompson and Brakefield then amended their motion and second to include securing permanent easements prior to the bidding process and the city will be responsible for maintaining easements. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.

b. Discussion and possible action regarding removing from the table Item e. from Mayor's Report on May 18th, 2021.

Motion was made by Shropshire, second by Chitwood to approve removing from the table Item e. from Mayor's Report on May 18th, 2021. Voting yes: Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

c. Discussion and possible action regarding spending the remainder of the CARES Act Relief funds towards remedy of the Salt Branch Creek seasonal flooding.

Motion was made by Brakefield, second by Ketcher to approve spending the remainder of the CARES Act Relief funds towards remedy of the Salt Branch Creek seasonal flooding. Voting yes: Ketcher. Voting no: Nance, Smith, Chitwood, Brakefield, Tramel, Thompson, Shropshire. Motion failed.

No report.

5. CITY ATTORNEY'S REPORT:

6. DISCUSSION AND POSSIBLE ACTION 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 May 18th, 2021 Council meeting.
- b. Approve payroll purchase orders through June 11th, 2021.
- c. Approve claims for purchase orders through June 1st, 2021.

11		
<u>FUNDS</u>	PURCHASE ORDER NUMBER	TOTALS
GENERAL	2020202974 – 911206B	56,598.03
STREET & DRAINAGE	2020202885 - 2020202907	17,363.06
CEMETERY CARE FUND	2020202947	1,532.50
GOLF COURSE	2020202977 - 2020202955	13,715.26
CAPITAL OUTLAY	2020202940	180.00
REAL PROPERTY ACQUIS.	911224B	1,225.00
RECREATION CENTER	2020202901 - 2020202967	21,923.10
E-911 CASH FUND	2020202909	2,128.82
	TOTAL	114,665.77
	NO BLANKETS	

- d. Acknowledge receipt of deficient purchase orders. *There were no deficient purchase orders.*
- e. Discussion and possible action regarding surplus of one Coachmen Travel Trailer, Serial (VIN) 1TC2B969X61310547, purchase price \$3,500.00, from the Pryor Creek Fire Department.
- f. Discussion and possible action regarding not opening the Whitaker Park Swimming Pool for this season, as recommended by the Park Board on May 24th, 2021.
- g. Discussion and possible action regarding awarding Duane Fought the mowing rights-of-way contract for fiscal year 2021-2022 in the amount of \$28,000.00, as recommended by the Street Committee. No other bids were received.
- h. Discussion and possible action regarding hiring Rachel Campbell to fill vacant dispatcher position at the Pryor Creek Police Department at Range D, Step 1 (annual wage \$32,534.00) effective June 7th, 2021. This position was left vacant by the resignation of Stephanie Perry.

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

b. Approve payroll purchase orders through June 11th, 2021.

Motion was made by Tramel, second by Shropshire to approve payroll purchase orders through June 11th, 2021. Voting yes: Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith. Voting no: none.

c. Approve claims for purchase orders through June 1st, 2021.

Motion was made by Shropshire, second by Smith to approve claims for purchase orders through June 1st, 2021. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

e. Discussion and possible action regarding surplus of one Coachmen Travel Trailer, Serial (VIN) 1TC2B969X61310547, purchase price \$3,500.00, from the Pryor Creek Fire Department.

Motion was made by Chitwood, second by Smith to approve surplus of one Coachmen Travel Trailer, Serial (VIN) 1TC2B969X61310547, purchase price \$3,500.00, from the Pryor Creek Fire Department. Chitwood and Smith then amended their motion and second to approve declaring surplus and selling via the internet. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield. Voting no: none.

f. Discussion and possible action regarding not opening the Whitaker Park Swimming Pool for this season, as recommended by the Park Board on May 24th, 2021.

Motion was made by Nance, second by Chitwood to approve not opening the Whitaker Park Swimming Pool for this season, as recommended by the Park Board on May 24th, 2021. Voting yes: Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel. Voting no: none.

g. Discussion and possible action regarding awarding Duane Fought the mowing rights-of-way contract for fiscal year 2021-2022 in the amount of \$28,000.00, as recommended by the Street Committee. No other bids were received.

Motion was made by Chitwood, second by Brakefield to approve awarding Duane Fought the mowing rightsof-way contract for fiscal year 2021-2022 in the amount of \$28,000.00, as recommended by the Street Committee. No other bids were received. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson. Voting no: none.

h. Discussion and possible action regarding hiring Rachel Campbell to fill vacant dispatcher position at the Pryor Creek Police Department at Range D, Step 1 (annual wage - \$32,534.00) effective June 7th, 2021. This position was left vacant by the resignation of Stephanie Perry.

Motion was made by Ketcher, second by Brakefield to approve hiring Rachel Campbell to fill vacant dispatcher position at the Pryor Creek Police Department at Range D, Step 1 (annual wage - \$32,534.00) effective June 7th, 2021. This position was left vacant by the resignation of Stephanie Perry. Voting yes: Shropshire, Nance, Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

7. COMMITTEE REPORTS:

a. Budget and Personnel (Brakefield)

Brakefield reported that the next Budget and Personnel Committee meeting will be on June 8th, at 5:30 pm.

b. Ordinance and Insurance (Shropshire)

Shropshire reported that the Ordinance and Insurance Committee will meet Thursday, June 3rd, 2021.

c. Street (Smith)

Smith had nothing to report at this time.

8. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

9. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 7:30 p.m.

2. APPROVE MINUTES OF MAY 18TH, 2021 MEETING.

Motion was made by Ketcher, second by Brakefield to approve minutes of May 18th, 2021 meeting. Voting yes: Smith, Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance. 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 Ketcher, second by Nance to adjourn. Voting yes: Chitwood, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith. 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



918.825.6422 LOGO DESIGN PRINT MEDIA SETUP VEHICLE GRAPHICS DIGITAL PRINTS CUSTOM SIGNS

PROJECT QUOTE

5/27/2021

PremierSignsDesign.com

Estimate #6442

Prepared For:	Prepared By:					
PRYOR PARK DEPT. FRANK	Brock Beattie Premier Signs and Designs 210 S. Mill St. Pryor, OK 74361-5222 USA					
Phone: 918-373-1584 Fax:	Phone: 9188256422 Fax: 9	188255306				
Alt. Phone:	Alt. Phone:					
Email: pryorcityparks@sbcglobal.net	Email: justin@premiersignsdesign.com	Email: justin@premiersignsdesign.com				
	Each	Total Taxable				
		Total Taxable				

 Subtotal
 \$5,020.00

 Total
 \$5,020.00

Terms: Payment due at time of completion.

Finish: Stucco Spray - 2 Color

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by

Date

Amt. Paid Today



O: 918-371-0887 C: 918-289-4468

Scope: New Monument Sign for Centennial Park

	52821-CP	
DATE: 5/28/2021		
CUSTOMER:	LOCATION:	SHIP TO:
City Of Pryor	Centennial Park	Image Builders
Frank Powell	17th & Elliott	204 E. 5th Avenue
	Pryor, OK 74362	Owasso, OK 74055

		MATERIAL UNIT		ATERIAL XTENDED		LABOR
PRODUCT DESCRIPTION	QTY	PRICE	2	PRICE		PRICE
Monument Sign						
Furnish & Install new Synthetic Stucco Monument Sign - 66" x 87.5" x 21"	1	\$ 4,175.00	\$	4,175.00	Ş	2,000.00
Sales Tax (if applicable)			\$	372.28	\$	
Estimated Freight Permit Fees	1		\$	450.00	s s	250.00
SUB-TOTALS			\$	4,997.28	\$	2,250.00
GRAND TOTAL INCLUDING MATERIAL, LABOR, ESTIMATED TAX & FREIGHT			\$	7,247.28		
		CONTRACTOR -			í	

Terms: 50% Down; Balance Due On Completion

DEPOSIT \$3,623.64

Accepted by:

28

Date:

ð.

City of PRYOR Whitaker Park

	nicle Locator				
Dealer Information		ų.		T. INVER	
		# 3	143	Irqueixe	
3301 SOUTH MI		-6	7000	Traverse Tahog Honda (#14743)	
PRYOR, OK 743		#*	7000	HONAG	
Phone: 918-825- Fax: 918-825-25		# ~	500	Saginec X	
Fax: 918-825-25	41	6	1500	PONTIAL	
1GNERFKW8MJ2	28769				
Model Year: 202	21		Event Code: 4800-Rail Ramp Unload		
Make: Chevrole	t		Order #: Z		
Model: Traverse		1	MSRP: \$3	7,275.00	
1NB56-L			0	a TRE Ratail Stock	
PEG: 1LS-LS Pa	-		• •	e: TRE-Retail Stock	
-	GAZ-Summit White		Stock #: C	Status: Available	
	or Trim, Cloth Jet Black		-	h Allowance: N/A	
	gine, 3.6L 6 Cylinder		I Ulai Vasi	Allowance. MA	
ransmission: a	M3V-Transmission, Auto		-	- Allowersen Al/A	
			l otal Casi	h Allowance: N/A	
Additional Vehic	le Information				
GM Marketing In	formation				
Vehicle Options					
Chargeable Option	IS		MSRP		
	PDB-LPO: Blac	k-Out Package	\$885.00		
	S2D-LPO: 20" G Wheel	Bloss Painted Black Aluminum	\$1,995.0	0	
No Cost Options					
	FE9-Federal Em	nissions			
	LFY-Engine, 3.6				
	M3V-Transmiss	ion, Automatic 9 Speed			
Other Options					
	1LS-LS Package			ating, 8 Passenger	
	DCP-OnStar Turn by Tu	rn Navigation System	Manual	rors, Outside, Heated, Power, Black, Folding	
	GAZ-Summit White			erior Trim, Cloth Jet Black	
	IOR-Chevrolet Infotainn	nent 3		e, 255/55R20 All Season BW	
	RIK-LPO: Black Embler	n Kit		eel Spare 18" x 4.5"	
	RXX-Black License Plat	e Applique		O, Black Bowtie Kit - Front & Rear	
	SJ9-LPO: Black Grille			neel, 20" x 8", Aluminum, Transit Wheel	
	UDC-Display Instrumen (monochromatic)	t Driver Info Enhanced	UE1-On	Star	

"~" indicates vehicle belongs to Trading Partner's inventory

UVB-HD Rear Vision Camera

ZCD-Tire, Spare, T135/70R18 SL 104M, BW

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Traverse 31473 Tahoe 7000

YM8-LPO Processing Option

Available Inventory

(1 - 1 of 1 Vehicles)

Refine Search >

Sort by: Price: High to Low

Show: 10 ♥

\$37,275

-\$2,237

\$35,039

2021 Chevrolet Traverse LS (https://www.pryorchevybuickgmc.com/new-Pryor-2021-Chevrolet-Traverse-LS-1GNERFKW8MJ228769)



MSRP:

Cash Back 🛛

Final Price:

SUV, 1NB56, 3.6L V6 engine, Automatic, FWD, Summit White, Jet Black, Premium cloth seat trim, 18 City / 27 Hwy, 1GNERFKW8MJ228769, C132, In-Transit Retail Stock



Customer Information Name: pryor police Address: City: Region: Postal Code: Home Phone:

Appraisal Information

Completed Date: Appraised Value: Appraiser: Salesperson: 6/7/2021 1:30 PM \$2,000.00 Michael Warren

Vehicle Description

Year: 2007 Make: Pontiac Model: Grand Prix Series: Base

Odometer: VIN: Color: 122,865 2G2WP552X71202568

Owner Acknowledgement

The owner acknowledges that the information is correct and that any issues with this vehicle are noted below.

Vehicle Salvaged Yes 🗌 No 🔀	Flood Damage Yes 🗌 No 🔀		Factory Buyback Yes 🗌 No 🗙
Previously Damaged Yes 🔲 No 🔀	Emission Systems Verified Yes 🗌 No 🔀		Odometer Replaced Yes 🗌 No 🔀
Owner Signature		Date	
Sales Manager			
Appraiser			

Customer Information

- 26[°] 1

Name: PRYOR PD Address: City: Region: Postal Code: Home Phone:

Appraisal Information

Completed Date:	
Appraised Value:	
Appraiser:	
Salesperson:	

6/5/2021 3:12 PM \$6,700.00 Michael Warren

Vehicle Description

Year: 2008 Make: Chevrolet Model: Tahoe Series: LT Odometer: VIN: Color: 180,234 1GNFK13078R239484

Owner Acknowledgement

The owner acknowledges that the information is correct and that any issues with this vehicle are noted below.

Vehicle Salvaged Yes 🗌 No 🔀 Flood Damage Yes 🗌 No 🔀

Factor	y Buyback
Yes	No 🛛

Previously Damaged Yes 🗌 No 🔀 Emission Systems Verified

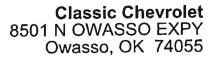
Odometer Replaced	
Yes 🗌 No 🔀	

Date _____

Sales Manager

Owner Signature

Appraiser



Customer Information Name: pryor police Address: City: Region: Postal Code: Home Phone:

Appraisal Information

Completed Date: Appraised Value: Appraiser: Salesperson: 6/7/2021 1:31 PM \$7,000.00 Michael Warren

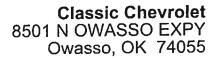
Vehicle Description

Year: 2008 Make: Honda Model: Ridgeline Series: RT Odometer: VIN: Color: 104,109 2HJYK16248H532995

Owner Acknowledgement

The owner acknowledges that the information is correct and that any issues with this vehicle are noted below.

Vehicle S Yes	-	Flood Damage Yes 🗌 No 🔀		Factory Buyback Yes 🗌 No 🔀
Previously Yes 🗌		Emission Systems Vo Yes 🗌 No 🔀		Odometer Replaced Yes 🗌 No 🔀
Owner Signature	×		Date	
Sales Manager				
Appraiser				



Customer Information Name: pryor police Address: City: Region: Postal Code: Home Phone:

Appraisal Information

Completed Date:	6/7/2021 1:28 PM
Appraised Value:	\$500.00
Appraiser:	Michael Warren
Salesperson:	34C

Vehicle Description

Year: 2006 Make: Cadillac Model: DTS Series: Odometer: VIN: Color: 162,867 1G6KD57Y56U222799

Owner Acknowledgement

The owner acknowledges that the information is correct and that any issues with this vehicle are noted below.

Vehicle Sa Yes 🗌 N	 Flood Damage Yes 🗌 No 🔀		Factory Buyback Yes 🗌 No 🔀
Previously [Yes 🗌 N	 Emission Systems Verified Yes 🦳 No 🔀		Odometer Replaced Yes 🗌 No 🔀
Owner Signature	 	Date	
Sales Manager			1
Appraiser			



- Sneak Peek
- View Options
- •
- Send to Mobile
- Shop Click Drive

2021 Chevrolet Traverse LS

View Vehicle Details

- Factory MSRP\$37,275
- Internet Price:\$37,275
- •

o Cash Back -\$2,237

•

Classic Final Price\$35,039

- Condition: New
- Body Style: SUV
- Model Code: 1NB56
- Engine: 3.6L V6 engine
- Drive Type: FWD
- Transmission: Automatic
- Ext. Color: Summit White
- Int. Color: Jet Black, Premium cloth seat trim
- MPG: 18 City / 27 Hwy
- VIN #: 1GNERFKW0MJ225137
- Stock #:



Customer Information

You may drive and appraise my vehicle Initials	Add	ress:			
Customer signature		-			
Manager signature					de:
	E	mail:			
	Phone (Ho	ome):			
	Phone (Mo	bile):			
Vehicle Information					
VIN: 2HJYK16248H532995		Odometer:	104,109		
Year: 2008	Int	erior Color:			
Make: Honda		erior Color:			
Model: Ridgeline		ansmission:	Automatic		
Series: RT		Condition:			
Extended Warranty: Factory Certification: Vehicle Salvaged: Factory Buyback: Improvements:	Time: Flood Damage: Odometer Replaced:		Odometer:		
Tag or Plate: Tag	State/Region:		Exp:		
Lien Holder:				Phone:	
Lien Account #:					
Lien Address:					
Lien Payoff:		Good Until:		Per Diem:	
DMV Fee:					
Title in Name of:					
Title in State/Region of:					
Reconditioning Items BASE RECONDITIONING \$1,000 PK					
Salesperson:	Appraisal Date:	6/7/2021	Est. Recond./Co	ertif.: <u>\$1,000 / -</u>	
Saresperson	in the second second				

Appraiser: Ron Rattray Signature

Good Until: 6/14/2021 Appraisal Amount: \$6,500.00



Customer Information

		ever relies dont
You may drive and appraise my vehicle		ryor police dept
Initials	Address:	
Customer signature	City:	
		Postal Code:
Manager signature		
	Phone (Work):	
Vehicle Information		
1000 A 0000 CTV COL 1000700	Odome	eter: 162,867
Year: 2006		blor:
Make: Cadillac		olor:
Model: DTS		ion: Automatic
Series:	C li	ion:
Additional Information		
Comments:		
Extended Warranty:		
Factory Certification:	Time:	Odometer:
Vehicle Salvaged:	Flood Damage:	
Factory Buyback:	Odometer Replaced:	
Improvements:		
Tag or Plate: Ta	g State/Region:	Exp:
		Phone:
Lien Account #:		
Lien Address:		
Lien Payoff:	Good U	ntil: Per Diem:
DMV Fee:		
Title in Name of:		
Title in State/Region of:		
Reconditioning Items		
BASE RECONDITIONING \$1,000 PK		
Salesperson:	Appraisal Date: 6/7/202	1 Est. Recond./Certif.: <u>\$1,000 / -</u>
ouresperson		

Appraiser: Ron Rattray Good Until: 6/14/2021 Appraisal Amount: \$500.00



Customer Appraisal Summary (Draft) 2007 Pontiac Grand Prix Base - 2G2WP552X71202568 Suburban Chevrolet - OK 1300 S LYNN RIGGS BLVD Claremore, Oklahoma 74017

Customer Information

	Na	те: ргуог	police dept	
You may drive and appraise my vehicle	Addr	ess:		
Initials			4	
Customer signature	C	City:		
Manager signature	State/Reg	ion:		Postal Code:
Manager signature				
	Phone (Hor	ne):		
	Phone (Wo	ork):		
	Phone (Mob	ile):		
Vehicle Information				
		Odometer:	122,865	
Year: 2007		rior Color:		
Make: Pontiac				
Model: Grand Prix				
Scries: Base		Condition:		
Comments: Extended Warranty: Factory Certification: Vehicle Salvaged: Factory Buyback: Improvements: Tag or Plate: T Lien Holder:	Good Until: Time: Flood Damage: Odometer Replaced: ag State/Region:		Odometer:	
Lien Account #:				
Lien Address:				D. D'
Lien Payoff:	(Good Until:		Per Diem:
DMV Fee:				
Title in Name of:				
Title in State/Region of:				
Reconditioning Items BASE RECONDITIONING \$1,000 PK Salesperson:	Appraisal Date: <u>6</u>	6/7/2021	Est. Recond./	Certif.: <u>\$1,000 / -</u>

Appraiser: Ron Rattray

Signature

Good Until: 6/14/2021 Appraisal Amount: \$2,000.00



Customer Appraisal Summary (Draft) 2008 Chevrolet Tahoe - 1GNFK13078R239484 Suburban Chevrolet - OK 1300 S LYNN RIGGS BLVD Claremore, Oklahoma 74017

Customer Information

You may drive and appraise my vehicle	Manage DDV	
	Name. FINI	OR POLICE DEPT
Initiale	Address:	
mais		
Customer signature	City:	
Manager signature	State/Region:	Postal Code:
Manager agnative	Email:	
	Phone (Home):	
	Phone (Work):	
	Phone (Mobile):	
Vehicle Information	Odometer	: 180,234
Year: 2008		0
Make: Chevrolet		: Automatic
Model: Tahoe		
Series:	Condition	
Additional Information		
Comments:		
Extended Warranty:		
Factory Certification:		Odometer:
Vehicle Salvaged:		
	Odometer Replaced:	
Tag or Plate: T		
Lien Account #:		
Lien Pavoff	Good Unti	1: Per Diem:
DMV Fee:		
Title in Name of:		
1100 10 1 (0000 01)		

Appraiser: Daryl Jones Good Until: 6/12/2021 Appraisal Amount: \$6,500.00

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NEW 2021 CHEVROLET TRAVERSE LS

- VIN: IGNEREKW9ME192574
 - STOCK, R16289



BUY IT NOW\$34,295





Ready to Trade In or Sell Your Car? Get a Kelley Blue Book Instant Cash Offer in minute

Basic Info

- EXTERIOR: Summit White
- DRIVETRAIN:

Front Wheel Drive

• INTERIOR:

Jet Black, Premium cloth seat trim

• TRANSMISSION:

Automatic

- ENGINE:
 - 3.6L V6 engine
- FUEL EFFICIENCY: 18 CITY / 27 HWY
- MILEAGE: 4

Key Features

- ANDROID AUTO
- APPLE CARPLAY
- AUTOMATIC CLIMATE CONTROL
 - BACKUP CAMERA

BLUETOOTH

XENON HEADLIGHTS

Muskogee Communications, Inc.

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

Estimate

DATE	ESTIMATE NO.
	2436

NAME / ADDRESS

Pryor Fire Department Attn: Accounts Payable 833 S. Elliott Pryor OK 74361

DESCRIPTION	QTY	COST	TOTAL
TOWER CREW RADIO TECH		3,000.00	
		TOTAL	\$3,760.00



MAYES COUNTY SHERIFF'S OFFICE

1 Court Place Suite 150 Pryor, OK 74361 - 918-825-3535

SHERIFF MIKE REED

June 2, 2021

City of Pryor:

This letter is to inform you that the daily Board of Prisoner rate is being raised to \$25.00 beginning July 1, 2021.

Our office conducted a survey of surrounding counties to compare the daily rate. By far, our rate was the lowest as it has not been increased in over 18 years. The cost of running the county jail has increased tremendously in the past several years including medical services, food prices and the overall maintenance and operation.

Thank you for understanding,

Mike KEEN

Sheriff Mike Reed

JAIL USE AGREEMENT

THIS AGREEMENT, made and entered into this **July 1, 2021** by and between the Board of County Commissioners of the County of Mayes, State of Oklahoma, hereinafter referred to as the "County", and the **City Council of Pryor Creek**, a municipal corporation in Mayes County, Oklahoma, hereinafter referred to the "City" WITNESSETH:

WHEREAS, the City has need to use the County Jail located in the City of Pryor Creek, Mayes County, Oklahoma, operated by the County, for the purpose of incarcerating the City's prisoners awaiting trial or in serving a sentence; and,

WHEREAS, the jail operated by the County is in compliance with the standards established by the Interlocal Cooperation Act, being Title 74 OSA (1981) Sec.1001, et seq.

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING PROVISIONS AND THE MUTUAL BENEFITS TO RESULT TO EACH OF THE PARTIES, WE AGREE AS FOLLOWS:

(1) City prisoners shall hereafter be confined in the Mayes County Jail and shall be transported to and from said County jail by officers or agents of the City.

(2) Prisoners may be received by the Mayes County Sheriff, after the City officer or agent has ensured prisoner has received medical attention, if necessary, and will be in his custody until he releases them to an officer or agent of the City, or releases them on cash bond.

(3) Prisoners will be booked as prisoners of the "**CITY OF PRYOR CREEK**". The city officer delivering the prisoners to the jail will remain with the prisoner until the prisoner is placed within a cell.

(4) The City shall compensate the County at the rate of **\$25.00** per day for each prisoner, to be paid monthly on a statement or invoice being rendered therefore by the County. This rate may be modified by the County only after the County has given the City thirty (30) days written notice in advance of the effective date of the modification.

(5) If the prisoner requires medical attention or treatment, the County Sheriff shall notify the City Police Chief if time permits, and the Police Chief shall arrange for the medical services. If the situation is such an emergency that the Sheriff, in his discretion, believes immediate medical service is needed for the prisoner, the Sheriff shall arrange for it. In any event, the City shall pay for the medical services and save the Sheriff and the County harmless from liability.

(6) The City shall furnish the Sheriff a current cash bond schedule at all times. Cash bonds collected by the Sheriff shall be deposited by him with the County Treasurer and the Sheriff shall mail a Sheriff's voucher to the City Clerk in the amount of the cash bond.

(7) A day is a calendar day consisting of 24 hours extending from midnight to midnight. The City shall be charged for at least one (1) day for each City prisoner admitted to the County Jail. If a prisoner is released on a day other than the day on which he or she was admitted, the City shall be charged **\$25.00** per day for each day or part thereof during which the prisoner remains in the custody of the County Jail.

(8) This agreement may be terminated by either Party upon giving the other Party written notice thirty (30) days in advance of the termination date.

(9) Notice shall be deemed given to the City if mailed to the City Clerk, **City of PRYOR CREEK, P.O. BOX 1167, PRYOR, OK 74362.** Notice shall be deemed given to the County if mailed to the Mayes County Clerk, 1 Court Place - Suite 120, Pryor, Oklahoma 74361.

(10) The effective day of this agreement shall be **July 1, 2021**, regardless of the date upon which the agreement is actually executed by the Parties.

Dated this _____ day of _____ 2021

SEAL

CITY OF PRYOR CREEK

CITY CLERK

MAYOR

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MAYES, STATE OF OKLAHOMA

BRITTNEY TRUE-HOWARD COUNTY CLERK

MATT SWIFT - CHAIRMAN

DATE

DARRELL YODER

RYAN BALL



Statement

June 7th, 2021

City of Pryor PO Box 1167 Pryor, OK 74362

Charges for improvements to the traffic signals at the intersection of State Highway 69 & 9th Street on May 24^{th,} 2021.

Traffic Signals Inc. Invoice # 16284 Total:

\$ 9,470.00

TOTAL AGREED UPON COST BETWEEN THECITY OF PRYOR AND MUNICIPAL UTILITY BOARD\$ 4,735.00

Please remit payment to: Physical Address: Mailing Address: Mailing Address: Pryor, OK 74362 918-825-2100 Office Hours: 8:00AM to 5:00PM



INVULE

Invoice #: 16284 Your PO #: 20214-154 Invoice Date: 05/24/21 Customer #: 805 Due Date: 05/24/21 Work Order #: Terms: ON RECEIPT

Job: (M021) 2021-2022

Sold To: CITY OF PRYOR MUNICIPAL UTILITY BOARD PO BOX 249 PRYOR, OK 74362

Page	1	of	1
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Quantity Item ID	Description		
	bedenption	Unit Price Unit Name	Amount
1	REWIRE TRAFFIC SIGNAL @ HWY 69 & SE 9TH SIGNAL CABLE ONLY	7,970.00	7,970.00
1	MOBILIZATION & TRAFFIC CONTROL	1,500.00	1,500.0(



- r

Subtotal:	9,470.00
Tax (750.0000%:	0.00
Other:	0.00
Shipping:	0.00

\$9,470.00



Thank You

Printed using A-Systems JobView 21.0 (www.a-systems,

Total:

MAILING ADDRESS: P.O. Box 30067 • Edmond, Okiahoma 73003-0002 SHIPPING ADDRESS: 6600 Boucher Drive • Edmond, Oklahoma 73034

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JUN - 8

202

To: City of Pryor Creek:

More than 53 years ago, local governments making up the northernmost seven counties in Oklahoma formed Grand Gateway Economic Development Association (GGEDA). Grand Gateway is privileged to serve as the regional base for intragovernmental and intergovernmental cooperation, information resource distribution and as a sounding board for regional issues. We are excited about the opportunity to work with you in promoting and expanding our region into the most livable place in the state of Oklahoma.With this in mind Grand Gateway invites you to take this opportunity to renew your existing membership or expand our partnership by becoming members during our annual membership campaign.

Most of you are familiar with the state and federal programs administered by Grand Gateway EDA. The major programs are as follows: the **Area Agency on Aging**empowering and educating the senior citizens in your community while addressing their needs; **Pelivan Rural Public Transportation System**-an essential arm connected to community growth, serving where conventional transportation does not meet the public's needs; **Rural Fire Defense Program**-a communications liaison to implement the most innovative fire and safety techniques and equipment thus reducing each homeowner's insurance costs. **Community and Economic Development Programs**-procuring and administrating the federal and state grant funds such as CDBG and REAP, EDA Public Works, that are the foundation of your community's infrastructure and growth potential; the **Capital Improvements Planning** (CIP) program-utilizing the latest in sophisticated computer software such as Geographic Information System (GIS) technology that will enable us to assist you with your planning needs and lead us into the twenty first century. These state and federal programs are only feasible because of the working partnership GGEDA maintains with members like you.

Your membership dues are used as matching funds for the state and federal programs that either provide direct services to your community or assist Grand Gateway in implementing programs within your area. Grand Gateway's dues schedule is based upon population according to the latest United States Decennial Census. Finally, Grand Gateway would be remiss if we didn't acknowledge the fine Board of Directors that serves as representatives for our region's communities. The Board represents a diverse citizen base addressing its concerns, needs and hopes for the future of Northeast Oklahoma. The Board of Directors establishes the goals of Northeast Oklahoma by defining regional problems, developing solutions to remedy those problems, and instituting a plan of action for improvement.

This invitation of membership assures your community of the current and future programs available to you through Grand Gateway. We know you would benefit from being a part of this team and encourage you to take advantage of all Grand Gateway has to offer by returning your membership dues as soon as possible.

Sincer ward J. C on Executive Director

Enclosures

333 S. Oak Street P.O. Drawer B Big Cabin, OK 74332



STATEMENT

TO: City of Pryor Creek

FROM: Edward J. Crone, Executive Director

DATE: June 3, 2021

TERMS: Fee for Grand Gateway Annual Membership for Fiscal Year 2022 (July 1, 2021 to June 30, 2022).

Based on membership category your annual dues are: \$4,000

Non-Collusion Affidavit

STATE OF OKLAHOMA COUNTY OF CRAIG

Grand Gateway Economic Development Association

The undersigned person of lawful age, being first duly sworn, on oath says that this invoice is true and correct and that (s) he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders requests or contracts furnished or executed by the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected officials, officer or employee of the municipality of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted.

d J. Crone, Executive Director

333 S. Oak Street P.O. Drawer B Big Cabin, OK 74332