

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, OCTOBER 3RD, 2023 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 emailed to The Paper newspaper and emailed to the Council members.

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

Mayor Doyle called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Autumn Graybill. Roll Call was conducted by Assistant City Clerk Lisa Malone. Council members present included Terry Lamar, Choya Shropshire, Travis Mileur, Randy Chitwood, Charles Tramel, Chris Gonthier and Bruce Smith. Members absent: Dennis Nance.

Department Heads and other City Officials present: Chase McBride, Jeremy Cantrell, James Baumert, Frank Powell, Buddy Glenn, Dennis Bowman, Johnny Janzen, Cari Rerat and Mike Moore.

Others present: Justin Couch, Autumn Graybill, Gilbert Graybill, Jennie LaFave, Joel Godard, Nena Roberts, Paige Lamar, Kemmie Shropshire, Joe Bronaugh and Drew Stott.

2. PETITIONS FROM THE AUDIENCE:

(Limited to 5 minutes, must request in advance.)

- a. Bronaugh spoke regarding speeding in his neighborhood. He petitioned Council to hire more police officers.
- b. Stott spoke regarding the maintenance of the ditches on South Elliott. He stated that the City should provide maintenance and upkeep.

3. DEPARTMENT HEAD REPORTS.

a. Building Inspector

Young provided a written report.

b. Emergency Management

Janzen reported that the West side emergency siren has been repaired. He stated that a reimbursement from the state related to flooding in 2019 is coming soon. He also announced that FEMA will be sending a test of the emergency alert system tomorrow at 2:20 p.m.

c. Fire

Baumert reported that four firefighters have completed confined space training. He stated that October is Fire Prevention & Safety Month.

d. Golf

Bowman reported that the Golf Course has seen great revenue in the last three months. He also stated that they have finished cleaning up and burning the FEMA brush piles. He stated that there are several upcoming tournaments.

e. Library

Rerat provided a written statistics report. She reported that there is currently an exhibit showing wedding dresses created by fashion design students. She stated that the Howling Good Times event is scheduled for October 24th.

f. Parks / Cemetery

Powell reported that the Parks Department is transitioning now to winter projects.

Powell reported that the Cemetery looks good. Bobby Buck Park is receiving a bench as a donation from the class of '77.

g. Police / Animal Shelter

Cantrell provided a written statistics report. He stated that the Citizen's Police Academy began October 2nd.

Cantrell reported that there are currently 71 animals in the shelter, down from 121. He stated that they are having issues keeping the animal shelter staffed.

h. Recreation Center

Moore reported that they have been busy working on facility repairs, landscaping, and several pool parties. He also stated that a Fall Fitness Challenge is available and they have many more activities planned.

i. Street

Glenn reported that they have been working to repair concrete and asphalt around the city, trimming trees and cleaning drain pipes with the new equipment. He also stated that they are having issues with stolen street signs.

j. City Clerk

Malone reported that the department has stayed extremely busy and still needs additional staffing.

Mayor moved to the City Attorney's report.

6. CITY ATTORNEY'S REPORT:

a. First reading of an ordinance pertaining to the use of Automated License Plate Readers.

No action taken. Council discussed possible amendments at length.

b. First reading of an ordinance amending the Pryor Creek Unified Development Ordinances to include an additional rear setback for accessory buildings and outbuildings.

Motion was made by Chitwood, second by Mileur to waive the first reading of an ordinance amending the Pryor Creek Unified Development Ordinances to include an additional rear setback for accessory buildings and outbuildings. Voting yes: Lamar, Shropshire, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

c. Enter Public Hearing:

Regarding appeal of demolition process at 317 N Hogan Street.

Motion was made by Shropshire, second by Gonthier to enter Public Hearing. Voting yes: Shropshire, Mileur, Chitwood, Tramel, Gonthier, Smith and Lamar. Voting no: none.

Joel Godard spoke to appeal the demolition process. Hearing Officer Tim Mills spoke to recommend Council continue with the demolition process.

d. Exit Public Hearing:

Regarding appeal of demolition process at 317 N Hogan Street.

Motion was made by Gonthier, second by Chitwood to exit Public Hearing. Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

e. Discussion and possible action regarding appeal of the demolition process at 317 N Hogan Street.

Motion was made by Chitwood, second by Mileur to approve the appeal of the demolition process at 317 N Hogan Street. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire and Mileur. Voting no: Chitwood.

Recess from 8:00-8:06.

Mayor moved back to the regular agenda.

4. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

(Consent items are to be voted on for approval or denial by one single motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda. Only those items removed will be read aloud.)

- a. Approve minutes of the September 19th, 2023 Council meeting.
- b. Approve payroll purchase orders through October 13th, 2023.
- c. Approve claims for purchase orders through October 3rd, 2023.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	2320230879-911377B	\$180,027.76
STREET & DRAINAGE	911419B-2320230786	\$4,750.02
GOLF COURSE	2320230745-2320230870	\$25,201.00
CAPITAL OUTLAY	2320230742-2320230788	\$4,877.00
REAL PROPERTY ACQUISITION RES.	2320230776	\$1,225.00
RECREATION CENTER	2320230751-2320230859	\$24,783.51
E-911 CASH FUND	2320230768	\$408.26
LIBRARY SPECIAL CASH ACCOUNT	2320230854	\$318.50
DONATIONS AND EARMARKED	2320230555-2320230806	\$7,668.36
EDTA	2320230868	\$5,000.00
TOTAL		\$254,259.41

NO BLANKETS

- d. Approve closing Hogan Street between Brown Place and NE 1st Street on Sunday, October 29th, 2023 from 5:00 p.m. – 7:30 p.m. for the First Baptist Church Annual Trunk or Treat event.
- e. Approve closing East Graham Avenue from Hogan Street to North Adair Street on Saturday, November 11th, 2023 for the Annual Veteran’s Day Parade from 10:30 a.m. until 12:30 p.m.
- f. Approve Procedures for Responding to Discrimination Complaints from Clients, Customers, or Program Participants of the City of Pryor Creek and Pryor Creek Police Department in compliance with Violence Against Women Act grant funding requirements.
- g. Approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Pryor Main Street Program in the amount of \$20,000.00, pending approval of the General Government Budget, Fund #201, for 2023-2024 fiscal year.
- h. Approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Disabled American Veterans Program in the amount of \$1,000.00, approved in the General Government Budget, Fund #201, for 2023-2024 fiscal year.
- i. Approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Senior Citizen Nutrition Center in the amount of \$5,000.00, approved in the General Government Budget, Fund #201, for 2023-2024 fiscal year.
- j. Approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Veteran’s Program / American Legion in the amount of \$1,000.00, approved in the General Government Budget, Fund #201, for 2023-2024 fiscal year.
- k. Approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and Pelivan Transit (Grand Gateway Economic Development Association) in the amount of \$32,000.00, approved in the General Government Budget, Fund #201, for 2023-2024 fiscal year.
- l. Approve a bid from GW Construction and Fencing in the amount of \$23,950.00 paid from Cemetery Fencing Account #19-195-5411 to replace the East privacy fence in Graham Cemetery. Two other bids were received from Just Fence It in the amount of \$27,987.50 and M&M Properties in the amount of \$32,500.00. These funds will be transferred from Cemetery Care Fund Combined Cash Investment Account #19-000-1010 with a current balance of \$68,466.07.
- m. Approve a Cemetery expenditure in the amount of \$3,393.16 to Deere & Company for a 62” mower deck to be paid from Cemetery Capital Outlay Account #44-445-5413.
- n. Approve allowing Lakes Area ABATE Chapter 13 to host a Halloween event and candy giveaway on October 31st, 2023 at Centennial Park.

- o. Approve a proposal from Daxko-Re-Clique to be paid from Recreation Center Computer Tech Support Account #84-845-5046. This software will replace RecTrac.
- p. Approve Pryor Creek Recreation Center to accept a bid from Tulsa Lock & Key in the amount of \$3,201.32 to repair the two sets of double doors and chlorine storage door in the pool area to be paid from Recreation Center Repair and Maintenance Account #84-845-5091. No other bids received.
- q. Approve Pryor Creek Recreation Center to accept a bid by And We're Done LLC in the amount of \$4,100.00 to paint the big wall in the weight room to be paid from Recreation Center Repair and Maintenance Account #84-845-5091. One other bid was received from Saul Gonzalez Paint in the amount of \$4,570.00.
- r. Approve Pryor Creek Recreation Center to seek bids to move the front desk from the current position to the east side of the lobby, closer to the doors.
- s. Approve Pryor Creek Recreation Center to increase lifeguard pay from \$10.00 an hour to \$13.00 an hour paid from Recreation Center Salaries Aquatic - Temp Lifeguards Account #84-846-5018. This was accounted for in the budget.
- t. Approve the purchase of emergency lighting and equipment from Visual Force, Inc., for the new 2023 Chevy Tahoe in the amount of \$10,023.01 to be paid out of the Police Lightbar Donations Account #96-965-5528.
- u. Approve Cody Marquis (ReadyUnit, LLC) to install the emergency lighting and equipment on the new 2023 Chevy Tahoe in the amount of \$2,500.00 to be paid out of the Police Lightbar Donations Account #96-965-5528.
- v. Approve the purchase of one (1) Eagle 3 Radar unit from Kustom Signals, Inc. in the amount of \$2,571.31 to be paid out of the Police Lightbar Donations Account #96-965-5528. This will be an OK NASPO Contract #00218 price.
- w. Approve an emergency expenditure in the amount of \$14,975.00 to Endex, Inc. of Tulsa to be paid from Unallocated Funds Account #02-201-5041 for the replacement of City Hall's fire alarm system. The Municipal Utility Board will be reimbursing the City for half of this cost.
- x. Approve the appointment of Trey Larremore to Seat #5 of the Planning and Zoning Commission, term ending 9/30/2026.
- y. Approve purchase of Emergency Management credentialing software and equipment with Cherokee Nation Grant funds in the amount of \$9,191.50 to Midwest Card and ID Solutions to be paid from Emergency Management Account #02-225-5341, waiving bidding requirements in the best interest of the City. Midwest Card and ID Solutions is a sole source provider. The annual expenses for this software will be paid by Mayes County.
- z. Approve Scrivener's error from September 5th, 2023 Council meeting (Consent Agenda Item p) regarding the purchase of five Dell Optiplex Small Form Factor PCs, four 24" Dell monitors, and one 27" Dell monitor at State contract pricing for \$4,834.52. Originally approved in the amount of \$4,834.25. This equipment will be paid for using the Technology Grant from the Oklahoma Department of Libraries and taken from Library Supplies Account #02-221-5031.

Motion was made by Mileur, second by Chitwood to approve the consent agenda less items a, g, h, i, j, k, m, q, t, u, v and w. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Mileur and Chitwood. Voting no: none.

4a. Approve minutes of the September 19th, 2023 Council meeting.

Motion was made by Shropshire, second by Mileur to approve minutes of the September 19th, 2023 Council meeting. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire and Mileur. Abstaining, counting as a no vote: Chitwood. Voting no: none.

4g. Approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Pryor Main Street Program in the amount of \$20,000.00, pending approval of the General Government Budget, Fund #201, for 2023-2024 fiscal year. (Scrivener's error - General Government Budget, Fund #201 has been approved.)

Motion was made by Chitwood, second by Shropshire to approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Pryor Main Street

Program in the amount of \$20,000.00, pending approval of the General Government Budget, Fund #201, for 2023-2024 fiscal year. (Scrivener's error - General Government Budget, Fund #201 has been approved.) Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Mileur and Chitwood. Voting no: none.

4h. Approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Disabled American Veterans Program in the amount of \$1,000.00, approved in the General Government Budget, Fund #201, for 2023-2024 fiscal year.

Motion was made by Chitwood, second by Gonthier to approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Disabled American Veterans Program in the amount of \$1,000.00, approved in the General Government Budget, Fund #201, for 2023-2024 fiscal year. Voting yes: Gonthier, Smith, Lamar, Shropshire, Mileur, Chitwood and Tramel. Voting no: none.

4i. Approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Senior Citizen Nutrition Center in the amount of \$5,000.00, approved in the General Government Budget, Fund #201, for 2023-2024 fiscal year.

Motion was made by Chitwood, second by Shropshire to approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Senior Citizen Nutrition Center in the amount of \$5,000.00, approved in the General Government Budget, Fund #201, for 2023-2024 fiscal year. Voting yes: Smith, Shropshire, Mileur, Chitwood, Tramel and Gonthier. Abstaining, counting as a no vote: Lamar. Voting no: none.

4j. Approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Veteran's Program / American Legion in the amount of \$1,000.00, approved in the General Government Budget, Fund #201, for 2023-2024 fiscal year.

Motion was made by Chitwood, second by Gonthier to approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and the Veteran's Program / American Legion in the amount of \$1,000.00, approved in the General Government Budget, Fund #201, for 2023-2024 fiscal year. Voting yes: Lamar, Shropshire, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

4k. Approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and Pelivan Transit (Grand Gateway Economic Development Association) in the amount of \$32,000.00, approved in the General Government Budget, Fund #201, for 2023-2024 fiscal year.

Motion was made by Shropshire, second by Chitwood to approve signing the Agreement for Funding and Provision of Services between the City of Pryor Creek and Pelivan Transit (Grand Gateway Economic Development Association) in the amount of \$32,000.00, approved in the General Government Budget, Fund #201, for 2023-2024 fiscal year. Voting yes: Shropshire, Mileur, Chitwood, Tramel, Gonthier, Smith and Lamar. Voting no: none.

4m. Approve a Cemetery expenditure in the amount of \$3,393.16 to Deere & Company for a 62" mower deck to be paid from Cemetery Capital Outlay Account #44-445-5413.

Motion was made by Gonthier to take no action. There was no second. Motion was made by Shropshire, second by Chitwood to approve a Cemetery expenditure in the amount of \$3,393.16 to Deere & Company for a 62" mower deck to be paid from Cemetery Capital Outlay Account #44-445-5413. Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

4q. Approve Pryor Creek Recreation Center to accept a bid by And We're Done LLC in the amount of \$4,100.00 to paint the big wall in the weight room to be paid from Recreation Center Repair and Maintenance Account #84-845-5091. One other bid was received from Saul Gonzalez Paint in the amount of \$4,570.00.

Motion was made by Chitwood, second by Shropshire to approve Pryor Creek Recreation Center to accept a bid by And We're Done LLC in the amount of \$4,100.00 to paint the big wall in the weight room to be paid from Recreation Center Repair and Maintenance Account #84-845-5091. One other bid was received from Saul Gonzalez Paint in the amount of \$4,570.00. Voting yes: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Mileur. Voting no: none.

4t. Approve the purchase of emergency lighting and equipment from Visual Force, Inc., for the new 2023 Chevy Tahoe in the amount of \$10,023.01 to be paid out of the Police Lightbar Donations Account #96-965-5528.

Motion was made by Shropshire, second by Chitwood to approve the purchase of emergency lighting and equipment from Visual Force, Inc., for the new 2023 Chevy Tahoe in the amount of \$10,023.01 to be paid out of the Police Lightbar Donations Account #96-965-5528. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Mileur and Chitwood. Voting no: none.

4u. Approve Cody Marquis (ReadyUnit, LLC) to install the emergency lighting and equipment on the new 2023 Chevy Tahoe in the amount of \$2,500.00 to be paid out of the Police Lightbar Donations Account #96-965-5528.

Motion was made by Chitwood, second by Shropshire to approve Cody Marquis (ReadyUnit, LLC) to install the emergency lighting and equipment on the new 2023 Chevy Tahoe in the amount of \$2,500.00 to be paid out of the Police Lightbar Donations Account #96-965-5528. Voting yes: Gonthier, Smith, Lamar, Shropshire, Mileur, Chitwood and Tramel. Voting no: none.

4v. Approve the purchase of one (1) Eagle 3 Radar unit from Kustom Signals, Inc. in the amount of \$2,571.31 to be paid out of the Police Lightbar Donations Account #96-965-5528. This will be an OK NASPO Contract #00218 price.

Motion was made by Chitwood, second by Gonthier to approve the purchase of one (1) Eagle 3 Radar unit from Kustom Signals, Inc. in the amount of \$2,571.31 to be paid out of the Police Lightbar Donations Account #96-965-5528. This will be an OK NASPO Contract #00218 price. Voting yes: Smith, Lamar, Shropshire, Mileur, Chitwood, Tramel and Gonthier. Voting no: none.

4w. Approve an emergency expenditure in the amount of \$14,975.00 to Endex, Inc. of Tulsa to be paid from Unallocated Funds Account #02-201-5041 for the replacement of City Hall's fire alarm system. The Municipal Utility Board will be reimbursing the City for half of this cost.

Motion was made by Chitwood, second by Mileur to approve an emergency expenditure in the amount of \$14,975.00 to Endex, Inc. of Tulsa to be paid from Unallocated Funds Account #02-201-5041 for the replacement of City Hall's fire alarm system. The Municipal Utility Board will be reimbursing the City for half of this cost. Voting yes: Lamar, Shropshire, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

5. MAYOR'S REPORT

(These are items possibly requiring discussion and action.)

- a. Discussion and possible action regarding status of the City's ability to responsibly hire and replace several budgeted vacancies with temporary employees at least until mid year wherein a further review will be had to determine payroll stability.**

No action taken.

- b. Discussion and possible action to fill the Deputy Clerk position in the City Clerk's office left vacant on September 5th, 2023. This position would be filled by a temporary employee.**

No action taken.

- c. Discussion and possible action to fill the Deputy Clerk position that was previously recommended to Council on July 11th, 2023. This position would be filled by a temporary employee.**

No action taken.

- d. Discussion and possible action regarding a proclamation declaring October 2023 Domestic Violence Awareness Month.**

Motion was made by Chitwood, second by Smith to accept a proclamation declaring October 2023 Domestic Violence Awareness Month. Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

Mayor moved to the addendum.

**ADDENDUM
CITY COUNCIL MEETING
OCTOBER 3RD, 2023 AT 6:00 P.M.**

A1. Discussion and possible action regarding an expenditure in the amount of \$5,906.68 to Jayco Heat & Air to be paid from General Outside Services Account #02-201-5075 for an HVAC repair at the Graham Community Building.

Motion was made by Chitwood, second by Shropshire to approve an expenditure in the amount of \$5,906.68 to Jayco Heat & Air to be paid from General Outside Services Account #02-201-5075 for an HVAC repair at the Graham Community Building. Voting yes: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Mileur. Voting no: none.

A2. Discussion and possible action to approve the Mayor to sign an agreement with Mayes County Commissioners for maintenance of the portion of the roadway described as 1,912 feet of Southwest 29th Street (aka W 510 Rd) in Pryor Creek, Oklahoma being measured from South Mills Street.

Motion was made by Gonthier, second by Chitwood to approve the Mayor to sign an agreement with Mayes County Commissioners for maintenance of the portion of the roadway described as 1,912 feet of Southwest 29th Street (aka W 510 Rd) in Pryor Creek, Oklahoma being measured from South Mills Street. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Mileur and Chitwood. Voting no: none.

Mayor moved back to the regular agenda.

6. COMMITTEE REPORTS:

(Items, such as next meeting date, needing to be reported. No open discussions. Any items requiring discussion are to be added to the Mayor's report prior to posting of agenda.)

a. Budget and Personnel

Shropshire reported that the next meeting will be Tuesday, October 10th.

b. Ordinance and Insurance

Gonthier reported that there is a special meeting scheduled Monday, October 16th.

c. Street

Mileur reported that the next meeting will be Tuesday, October 24th.

7. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

8. ADJOURN.

Motion was made by Gonthier, second by Chitwood to adjourn. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Mileur and Chitwood. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 9:21 p.m.

2. APPROVE MINUTES OF SEPTEMBER 19TH, 2023 MEETING.

Motion was made by Chitwood, second by Gonthier to approve the minutes of the September 19th, 2023 meeting. Voting yes: Gonthier, Smith, Lamar, Shropshire, Mileur, Chitwood and Gonthier. 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 Chitwood, second by Shropshire to adjourn. Voting yes: Smith, Lamar, Shropshire, Mileur, Chitwood, Tramel and Gonthier. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN ZAC DOYLE

MINUTES WRITTEN BY ASSISTANT CITY CLERK LISA MALONE

Public Nuisance Abatement
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: Kustom Kutts Lawn Care
Mailing Address: 12091 S. 4220 R. 1D
City/State/Zip: Claremore OK, 74017
Contact Person: Jonathan E. Burkholder
Title: owner/operator
Phone/Cell: (918) 557-5566
E-Mail: burkholder323@gmail.com

Property:

Amount: \$ 195.00

305 N MAYES
Remove all vegetation – make to a mowable
state. Leave Mature Trees
(See previous page) JZ HOGAN ADDITION
BLK 2 S 50' of N 60' of Lot 15

\$ 195.00 mowing / weed eating property

\$

\$

Completion Date:

The day of

Please attach copy of liability insurance form.

I, as authorized signatory for the above firm, do hereby authorize the City of Pryor Creek, Oklahoma, to consider this quotation for the purchase abatement services as specified. I also agree to hold the City of Pryor Creek, and employees and agents thereof, harmless from liability for personal injuries and/or property damages resulting from any actions performed under arrangements of this quotation submittal.

Jonathan Bushyelder
Name

9/28/2023
Date

City of Pryor Creek, Oklahoma
Abatement

Site Characteristics

ADDRESS: 305 N Mayes

LEGAL: Remove vegetation (Mowing and weeding) – make to a mowable state. Leave Mature Trees (See previous page) JZ HOGAN ADDITION BLK 2 S 50' of N 60' of LOT 15

OWNER: City of Pryor Creek

COMMENTS: Remove all vegetation and restore lot to a mowable grade.

Public Nuisance Abatement
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: Kustom Kuttz Lawn Care
Mailing Address: 12091 S. 4220 R.D.
City/State/Zip: Claremore OK, 74017
Contact Person: Jonathan Burkholder
Title: owner/operator
Phone/Cell: (918) 557-5566
E-Mail: burkholder323@gmail.com

Property:

Amount: \$ 185.00

307 N MAYES
Remove all vegetation -- make to a mowable
state. Leave Mature Trees
(See previous page) JZ HOGAN ADDITION
BLK 2 S 40' Lot 14, N 10' Lot 15

\$ 185.00

mowing / weeding property

\$ _____

\$ _____

Completion Date:

Today

Please attach copy of liability insurance form.

I, as authorized signatory for the above firm, do hereby authorize the City of Pryor Creek, Oklahoma, to consider this quotation for the purchase abatement services as specified. I also agree to hold the City of Pryor Creek, and employees and agents thereof, harmless from liability for personal injuries and/or property damages resulting from any actions performed under arrangements of this quotation submittal.

Jonathan Bush
Name

9/28/2023
Date

City of Pryor Creek, Oklahoma
Abatement

Site Characteristics

ADDRESS: 307 N Mayes

LEGAL: Remove vegetation (Mowing and weeding) – make to a mowable state. Leave Mature Trees (See previous page) JZ HOGAN ADDITION BLK 2 S 40' Lot 14, N 10' Lot 15

OWNER: City of Pryor Creek

COMMENTS: Remove all vegetation and restore lot to a mowable grade.

Public Nuisance Abatement
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: Kustom Kuts Lawn Care
Mailing Address: 10091 S. 4220 R.D.
City/State/Zip: Claremore OK 74017
Contact Person: Jonathan Buckholter
Title: owner/operator
Phone/Cell: (918) 557-5566
E-Mail: buckholter323@gmail.com

Property:

Amount: \$ 195.00

313 N MAYES
Remove all vegetation - make to a mowable
state. Leave Mature Trees
(See previous page) JZ HOGAN ADDITION
BLK 2 S 20' LOT 11, N 30' LOT 14

\$ \$ 195.00 mow/weedated the property

\$ _____

\$ _____

Completion Date:

The day after

MERRITT TENNIS & TRACK SYSTEMS

(405) 947-7918, FAX (405) 947-2635, 1-800-870-0722

EMAIL: paul@merrittcompanies.net

WEB PAGE: www.merritttennisandtrack.com

www.classicumipirechair.com,

www.tulsatenniscourts.com, **Tulsa, OK. 918-856-3428**

www.goalsetter.com, www.douglasindustries.com

www.plexipave.com, www.deco.com, www.sportsbuilders.org

645 W. 41st St., Tulsa, OK. 74017

P.O. Box 75728, OKC. Okla. 73147

917 B. N. Tulsa Ave., Oklahoma City, OK. 73107

I.A.A.F. CERTIFIED TRACK SURFACE, PLEXITRAC XL

CALIFORNIA PRODUCTS CORP. "PLEXIPAVE", PLEXITRAC DIST., APPLICATOR

DECO & DECO TURF APPLICATOR " THE SURFACE OF CHAMPIONS"

ADVANTAGE SURFACING PRODUCTS APPLICATOR

COURT HARDWARE & BASKETBALL GOALS

pryorccityparks@sbcglobal.net

Saturday, September 30, 2023

Per your request and my inspection, following is our scope of work & price to complete the installation of blended pickleball lines on three, 3, tennis courts in Pryor, OK.

INSTALL BLENDED PICKLEBALL LINES ON 3 TENNIS COURTS: \$ 1,050.00

All work will follow the attached specifications and product data sheets supplied by California Products Corp., SPORTMASTER and the U.S.T.C. & T.B.A. & *The American Sport Builders Assoc.*

Certificates of insurance will be provided upon request.

Thank you for the opportunity to quote.

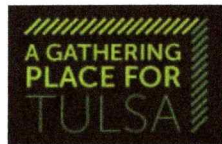
Sincerely,

Paul L. Merritt
President

MEMBER: UNITED STATES TENNIS COURT & TRACK BUILDERS ASSOC.

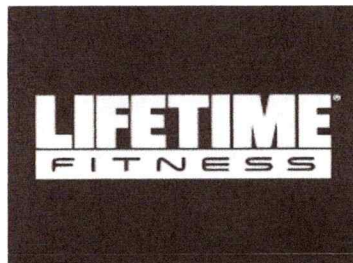
facebook

[See Facebook: Merritt Tennis and Track Systems](#)



TULSA GATHERING PLACE COURT CONTRACTOR, COMING JUNE OF 2018

**GAME, SET
& MATCH**
FOR A BETTER
TOMORROW



OKLAHOMA CITY LIFETIME FITNESS REBOUND ACE COURT CONTRACTOR 2018
FRISCO, TX. LIFETIME FITNESS REBOUND ACE COURT CONTRACTOR 2019

FIELDS & FUTURES COURT & SURFACING CONTRACTOR



CHAMPION CONCRETE, INC.

P.O. Box 691976
Tulsa, OK 74169-1976

Voice: 918-438-6203
Fax: 918-438-6536

QUOTATION

Quote Number: 3032
Quote Date: Sep 29, 2023
Page: 1

Quoted To:
Pryor Parks

Ship to:
Frank 918-373-1584 Tennis Court

Customer ID	Good Thru	Payment Terms	Sales Rep
PRYORPARKS	10/29/23	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
		6- 4" core holes 8" thick.		556.00
			Subtotal	556.00
			Sales Tax	
			TOTAL	556.00

EVENT/PROGRAM SUPPORT REQUEST FORM

MARKETING



Submit this form and relevant promotional materials *at least 45 days* prior to the event via email, mail, or fax. Include a copy of the latest W-9 for the organization, as well as all applicable registration information with the Oklahoma Secretary of State and the IRS. If you have any questions, please call 918-256-0742.

***If additional space is needed in the fields provided, please attach a separate sheet of paper to this form.*

ORGANIZATION INFORMATION		
Organization Name: City of Pryor Creek	FEIN: 73-6005386	
Mission/Purpose of the Organization: The City of Pryor Creek strives to provide a safe community with robust activities and businesses that will enhance the quality life and attract citizens who will settle here with their families.		
Contact Name: Courtney Davis	Email: daviscj@pryorcreek.org	
Mailing Address: PO BOX 1167, Pryor Creek, OK 74362	Phone: 918-825-0888	Fax: 918-825-6577

EVENT/PROGRAM INFORMATION		
Event/Program Name: Park Department Pickleball Courts		
Event Location: 720 Park Street	Date:	Time:
Is this a continuing/annual event? Yes	Monetary support requested: \$ 4,375.00	
Detailed description of event: Modifying tennis courts to accommodate pickleball.		
How will the support be utilized? Pickleball lines will be blended on three tennis courts and a net system will be installed for easy tennis/pickleball conversion.		
How will GRDA be acknowledged and recognized for the support? Note: Proof of performance materials will need to be submitted after the event/project to close out the evaluation of the funding. A sign will be hung at the courts acknowledging GRDA.		
How many individuals will be exposed to this recognition? Potentially all citizens who walk by the courts.		
What are the demographics of these individuals (children, male, female, etc.)? All demographics		

ACKNOWLEDGEMENT		
<p><i>If support is awarded by GRDA, I declare all funds provided will be spent appropriately for the purpose(s) described above. Further, I understand that relevant books, records, or documents may be subject to review by GRDA or other applicable state agencies.</i></p>		
<p><u>Courtney Davis</u> Print Name of Responsible Party</p>	<p><u>Courtney Davis</u> Signature</p>	<p><u>10/5/23</u> Date</p>

Submit by Email

Print Form

EMAIL
customer.relations@grda.com

Grand River Dam Authority
Attn: Shannon Randolph/Community Relations

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF PRYOR CREEK, OKLAHOMA
AND
LODGE NO. 116 FRATERNAL
ORDER OF POLICE
EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2024

TABLE OF CONTENTS

Section	Page
ARTICLE 1: COLLECTIVE BARGAINING AGREEMENT	4
ARTICLE 2: RECOGNITION	4
ARTICLE 3: MUTUAL RESPONSIBILITY TO ASSURE EQUALITY OF TREATMENT	4
ARTICLE 4: DURATION OF AGREEMENT	5
ARTICLE 5: INCORPORATION OF POLICIES AND PROCEDURES	5
ARTICLE 6: NON-DISCRIMINATION	6
ARTICLE 7: PROHIBITION OF STRIKES	6
ARTICLE 8: ADMINISTRATIVE RIGHTS	6
ARTICLE 9: SAFETY AND HEALTH	7
ARTICLE 10: BARGAINING COMMITTEE	7
ARTICLE 11: GRIEVANCE PROCEDURE	8
ARTICLE 12: SENIORITY	10
ARTICLE 13: PERSONNEL REDUCTION	10
ARTICLE 14: ANNUAL LEAVE	11
ARTICLE 15: HOLIDAYS	18
ARTICLE 16: SICK LEAVE	19
ARTICLE 17: BEREAVEMENT LEAVE	19
ARTICLE 18: EMERGENCY MAJOR MEDICAL LEAVE	20
ARTICLE 19: MILITARY LEAVE	20
ARTICLE 20: PENSION PLAN	20
ARTICLE 21: SICKNESS OR TEMPORARY DISABILITY-CONTINUANCE OF SALARY	20
ARTICLE 22: RIGHT TO VOTE	20
ARTICLE 23: JURY DUTY	20
ARTICLE 24: INSURANCE	21
ARTICLE 25: WORK PERIOD	21
ARTICLE 26: PAY PERIOD	23
ARTICLE 27: SPECIAL ASSIGNMENTS	23
ARTICLE 28: EQUIPMENT	24
ARTICLE 29: EDUCATION INCENTIVE	27
ARTICLE 30: LONGEVITY	28
ARTICLE 31: PERFORMANCE EVALUATION	29
ARTICLE 32: MERITORIOUS STEP INCREASE	30

ARTICLE 33: COMPENSATION	30
ARTICLE 34: CITIZENS COMPLAINTS	31
ARTICLE 35: SUCCESSORS AND ASSIGNS	31
ARTICLE 36: PREPARATION AND DISTRIBUTION OF PUBLICATIONS	31
ARTICLE 37: PERSONNEL FILES, CONFIDENTIALITY	32
ARTICLE 38: LEGAL REPRESENTATION	33
ARTICLE 39: DUES	33
ARTICLE 40: SAVINGS CLAUSE	33
ARTICLE 41: DRUG TESTING	34
ARTICLE 42: PHYSICAL FITNESS INCENTIVE	35
EXHIBIT A	30
EXHIBIT B	31

Exhibit A. 2023-2024 Pay Plan

Exhibit B. 2023-2024 Officer Ranks

ARTICLE 1: COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of October, 2023 by and between the City of Pryor Creek, Oklahoma, hereinafter referred as "THE CITY" and Bargaining Unit Lodge No. 116 Fraternal Order of Police, hereinafter referred to as "THE LODGE".

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

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

ARTICLE 2: RECOGNITION

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

ARTICLE 3: MUTUAL RESPONSIBILITY TO ASSURE EQUALITY OF TREATMENT

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

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

ARTICLE 4: DURATION OF AGREEMENT

SECTION 1: This agreement shall be effective as of July 1, 2023, unless otherwise specified, and shall remain in effect through June 30, 2024.

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

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

SECTION 4: It shall be the obligation of each party to meet at a reasonable time and confer in good faith with representatives of the other party within ten (10) days of written notice requesting a meeting for collective bargaining purposes. Provided, however, that if the parties have negotiated fully on the wages, benefits and other terms and conditions of employment for the term of this agreement, neither party shall be required to renegotiate such terms during the agreement. SECTION 5: It is understood that all time limits found within this agreement may be extended by mutual concurrence. Which mutual concurrence shall be effective to extend any time limit only if, previous to the expiration of the time limit, the mutual concurrence is set forth in writing and acknowledged by signature of the President of the Lodge and signature of the Mayor or City Attorney.

ARTICLE 5: INCORPORATION OF POLICIES AND PROCEDURES

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

ARTICLE 6: NON-DISCRIMINATION

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

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

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

ARTICLE 7: PROHIBITION OF STRIKES

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

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

ARTICLE 8: ADMINISTRATIVE RIGHTS

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

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

ARTICLE 9: SAFETY AND HEALTH

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

ARTICLE 10: BARGAINING COMMITTEE

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

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

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

ARTICLE 11: GRIEVANCE PROCEDURE

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

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

SECTION 3: Grievance Procedure:

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

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

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

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

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

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

SECTION 4: Arbitration Procedure:

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

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

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

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

SECTION 5: Conflicting Procedure:

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

ARTICLE 12: SENIORITY

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

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

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

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

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

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

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

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

ARTICLE 13: PERSONNEL REDUCTION

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

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

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

ARTICLE 14: ANNUAL LEAVE

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

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

Section 1: Employees within the bargaining unit shall receive paid vacation in accordance with the following:

Years of Service	Hours Awarded
Hire – 1 year anniversary	0 hours
1 – 5	80 hours
6 – 11	120 hours
12 – 19	160 hours
20 +	200 hours

Section 2: In the event a request to use vacation leave is denied and such denial results in the loss of further accruals, the officer having been denied the use of vacation leave shall be compensated in salary an amount equal to his regular rate of pay times the amount of the accruals lost.

Section 3: 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 request 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; 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.

ARTICLE 15: HOLIDAYS

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

HOLIDAY SCHEDULE 2023

Friday, January 2, 2023	New Year's Day
Monday, January 16, 2023	Martin Luther King Day
Monday, February 20, 2023	President's Day
Friday, April 7, 2023	Good Friday
Monday, May 29, 2023	Memorial Day
Tuesday, July 4, 2023	Independence Day Observed
Monday, September 4, 2023	Labor Day
Monday, October 9, 2023	Columbus Day
Friday, November 10, 2023	Veteran's Day Observed

Thursday, November 23, 2023	Thanksgiving Day
Friday, November 24, 2023	Thanksgiving Day After
Thursday, December 22, 2023	Christmas Eve Observed
Friday, December 25, 2023	Christmas Day

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

ARTICLE 16: SICK LEAVE

ACCUMULATION OF SICK LEAVE: Regular full-time employees working a minimum of eight 8 hour shifts accrue ~~6.67~~ **ten (10)** hours per calendar month for sick leave. Sick leave may be accrued not to exceed ~~sixty (60) work days~~ 480 hours **(At straight base salary rate).**

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.

Sick leave may be donated for use with the Leave Sharing Program referenced in the City of Pryor Creek Personnel Policy and Procedure Manual Chapter 13 Section 8.

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-grandparent**, 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 regularly scheduled to work on a night shift, and at such times as the employee is not required by the court to actually appear in court for any purpose after 12:00 P.M. on the day preceding their shift and is not required to actually appear in court, at all, on the following day, the employee shall report and present himself at his regular job for regularly assigned work hours.

ARTICLE 24: INSURANCE

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

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

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

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

ARTICLE 25: WORK PERIOD

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

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

SECTION 3²: All hours worked in excess of one hundred sixty (160) hours but less than one hundred seventy-one (171) hours during a work period, shall be compensated at a rate equal to the employee's regular pay.

SECTION 4³: All hours worked in excess of one hundred seventy-one (171) hours during a work period shall be compensated at a rate equal to 1.5 times of the employee's regular pay subject to the availability of budgeted overtime funds. In the event budgeted overtime funds are exceeded the employee shall be compensated in compensatory time off work.

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

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

SECTION 7⁴: 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.

Assigned Shift Length

	8 hours	12 hours
Hours worked at regular pay scale per work period	160 hours	168 hours
Overtime	All compensation for hours worked in excess of 160 hours per work period shall be paid in wages subject to the availability of budgeted overtime funds.	All compensation for hours worked in excess of 168 hours per work period shall be paid in wages subject to the availability of budgeted overtime funds
Call ins	If an employee assigned to work the 3 rd shift is called in before 1:00 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 2 hours.	If an employee assigned to work the 2 nd shift is called in before 1:00 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 2 hours.

ARTICLE 26: PAY PERIOD

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

ARTICLE 27: SPECIAL ASSIGNMENTS

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

- (a) Call out2 hrs
- (b) Firearms qualification2 hrs
- (c) Monthly firearms practice2 hrs (d)
Department meetings.....2 hrs (e)
- Training meetings2 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
- (l) Accident Reconstruction
- (m) Full Terminal State Certified OLETS Operator; Type III
- (n) Defensive Tactics Instructor
- (o) Dispatch Supervisor as approved by Chief of Police with active instruction
- (p) Crisis Negotiator
- (q) Crisis Intervention Training with Continuing Education of 86 hours Mental Health Training
- (r) NASRO Basic School Resource Officer Certification

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 when meals are provided)

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

ARTICLE 28: EQUIPMENT

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

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

1. Class "A" Uniform Items:
 - a. Ammunition Magazine Pouch
 - b. Badges (Two)
 - c. Belt Keepers
 - d. Class A Pair of Trousers
 - e. Class A Shirt
 - f. Department-approved Collar Brass
 - g. Duty Belt (High Gloss)
 - h. Handcuff Cases (Two)
 - i. Handgun Holster (Level 2 or Level 3)
 - j. Metal Name Plates (Two)

- k. Necktie
 - l. Under-belt (Compatible with Duty Belt)
2. Class “B” Uniform Items:
- a. Ammunition Magazine Pouch
 - b. Badge (Compatible with Exterior Carrier)
 - c. Belt Keepers
 - d. Duty Belt (Nylon)
 - e. Handcuff Cases (Two)
 - f. Handgun Holster (Level 2 or Level 3)
 - g. Long Sleeved Uniform Shirts (Three)
 - h. Name Patch (Compatible with Exterior Carrier)
 - i. Short Sleeved Uniform Shirts (Three)
 - j. Trousers (Three)
 - k. Under Belt (Compatible with Duty Belt)
3. 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
 - h. Glove Pouch
 - i. Handgun
 - j. Individual First Aid Kit
 - k. Interior Ballistics Panel Carrier (Vest)
 - l. Less-lethal Holster
 - m. Polo Shirt (Two)
 - n. Radio and Holder
 - o. Traffic Vest
 - p. Trousers (2 Pairs of 5.11-type Pants)
 - q. Weapon-mounted Flashlight (Handgun)
 - r. Handcuffs (Two Sets)

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

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

vest would then be issued to the employee; however, that employee specifically understands there would be a delay in issuing the bulletproof vest caused by ordering, shipping and possibly funding constraints.

SECTION 5: The type, quality, repair and maintenance of all uniform and equipment items shall be as determined by the chief of police with approval by the mayor and consent of the council if required. The Chief of Police or his / her designee shall determine when and if any uniform and equipment item needs repair or replacement. As required by the Chief of Police or his / her designee the employee shall be required at his or her expense to clean and/or alter the issued uniform. Issued uniform and equipment items in need of repair or replacement due to extensive damage while in the performance of the official police duties will be repaired or replaced by THE CITY. THE CITY further agrees to bear the cost of repair or replacement of issued uniform and equipment items, not damaged while in the performance of official duties, but determined in the discretion of the Chief of Police or his/her designee as in need of repair or replacement. The maximum cost of all repairs or replacements of uniform and equipment items not damaged while in the performance of official duties for each employee shall be \$800.00 annually. The \$800.00 annual employee budget for repair or replacement items may be used for the purchase of (a) Ballistic-protective safety glasses [to include prescription] (b) Cuff keys,(c) Puncture resistant safety gloves, (d) Class A/B = uniforms [511 pants and polo shirts or equivalent as approved by the Chief or his/her designee], and (e) Suits for in-court testimony or investigation purposes as deemed necessary and approved in advance of purchase by the Chief or his/her designee. The city shall furnish one Class A or B shirt and pants per bargaining member per year.

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

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

SECTION 7: It is expressly understood that THE CITY has the right to alter or change the style and/or use of said uniform items and equipment as outlined in SECTIONS 2 and 5 of this Article. It is further expressly understood that this section is intended to develop an orderly system whereby THE CITY provides and replaces certain necessary uniforms and/or equipment for the use of the members of the bargaining unit in the performance of their duties when it is necessary to do so, and to replace certain personal property of the members of the bargaining unit which is damaged in the performance of their duties, subject to certain monetary limitations. It is not the intention of the parties that the payments provided herein are in any fashion an entitlement of the members of the bargaining unit to receive said sums on a yearly basis through the purchase of uniforms, etc., which are not otherwise required. All items provided to an employee through the use of city funds by direct payment to the supplier for purchase or reimbursement to an employee under Sections 2 and 5 hereof shall be and remain the property of the City.

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

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

ARTICLE 29: EDUCATION INCENTIVE

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

- (A) College Credit. No Degree - \$3.00 per credit hour per year up to 60 hours of college credit to be paid One (1)time in January of the calendar year following the calendar year in which the college credit(s) was earned;
- (B) Associates Degree and/or CLEET Intermediate Certification -2% increase over base salary;
- (C) Bachelor’s Degree and/or Advanced CLEET Certification -4%increaseover 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
Garrett, Joseph Scott, Sergeant	February 21, 2002
Couch, Justin, Sergeant	January 20, 2005
Moore, Michael, Sergeant	March 24, 2005
Cunningham, Jack, Sergeant	January 20, 2008
Bennett, Kenneth, Corporal	February 1, 2008
Vance, Jared, Sergeant	May 7, 2008
Humphrey, Trent, Sergeant	November 29, 2012
Brown, Sarah, Corporal	June 23, 2014
Phillips, Mitchel, Patrolman	July 22, 2015
Allen, Justin, Sergeant	October 5, 2015
Hamil, Dillion, Patrolman	October 24, 2015
Jenkins, Johnnie, Patrolman	October 7, 2016

Crittenden, Richard, Patrolman		October 20, 2016
Stanglin, John Corporal		October 20, 2016
Gann, John, Corporal		October 4, 2017
Frazier, Billy, Corporal		May 3, 2018
Armontrout, Timothy, Patrolman		June 4, 2018
Gunter, Jamal, Corporal		August 30, 2018
Keim, Chance Patrolman		November, 21 2018
Reese, Tanner	Patrolman	April 8, 2019
Fisher, Hanna	Patrolman	November 10, 2020
Houston, Devonte	Patrolman	December 7, 2020
Flud, Jessica	Patrolman	October 1, 2021
Wright, Dylan	Patrolman	November 4, 2021

Bordwine, Tyler, Patrolman	January 3, 2022
Scott, Sean, Patrolman	January 3, 2022
Hudson, Nathan, Patrolman	October 24, 2022
Shatswell, BobbyRay, Patrolman	October 24, 2022
LoCoco, Bret, Patrolman	November 28, 2022

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

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

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

SECTION 3: If a member does not feel that the performance evaluation done by someone other

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

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

ARTICLE 32: MERITORIOUS STEP INCREASE

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

ARTICLE 33: COMPENSATION

SECTION 1: The rate of compensation for those employees subject to this agreement shall be as set forth on Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth.

~~All members shall receive 4.0% 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, 2022.~~

SECTION 2: In rare instances, in the absence of a shift supervisor, a senior patrolman has to

work as acting supervisor, he/she shall be compensated at the hourly rate equal to that of a corporal at the same step of employment.

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

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

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

Section 6: All members shall receive Hazard Pay in the amount of \$166.66 ~~in fiscal year 2022-~~ ~~2023~~ paid on the first pay period of the month.

ARTICLE 34: CITIZENS COMPLAINTS

No disciplinary action shall be taken against an employee, as said disciplinary action is defined by the City of Pryor Creek, Oklahoma Police Department Standard Operating Procedures solely on the basis of a citizen's complaint unless said citizen's complaint is reduced to writing and signed by the citizen complaining, or by said citizen's parent or lawful guardian.

ARTICLE 35: SUCCESSORS AND ASSIGNS

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

ARTICLE 36: PREPARATION AND DISTRIBUTION OF PUBLICATIONS

THE CITY shall furnish to each employee at no expense, a copy of this agreement. THE

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

ARTICLE 37: PERSONNEL FILES, CONFIDENTIALITY

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

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

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

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

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

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

SECTION 7: The provisions of the Oklahoma Open Records Act shall apply to all records

maintained by THE CITY.

ARTICLE 38: LEGAL REPRESENTATION

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

ARTICLE 39: DUES

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

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

SECTION 3: Dues shall be deducted bi-weekly and the funds deducted shall be remitted to the Treasurer of THE LODGE. THE LODGE will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of payroll deduction of Lodge dues.

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

ARTICLE 40: SAVINGS CLAUSE

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

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

were directly affected.

ARTICLE 41: DRUG TESTING

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

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

Article 42: Physical Fitness Incentive

The City of Pryor Creek cares about the health and well-being of our employees and strives to create an environment that supports and encourages healthy living. For this reason, a voluntary physical fitness and wellness incentive program was developed for sworn members of the Pryor Creek Police Department.

Officers will be given the opportunity to participate in the program once a year, from the month of February through March. Officers will take part in the Army Combat Fitness Test using the 2023 events and standards. Officers who score in the Superior (535-600 points), Excellent (445-534 points) or Good (360-444 points) tiers will earn an incentive as follows. The testing will be conducted by the Chief of Police or his/her designee.

Superior - \$300.00

Excellent - \$225.00

Good - \$150.00

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

PASSED AND APPROVED this 17th day of October, 2023 by the Mayor and Council of the City of Pryor Creek, Oklahoma.

CITY OF PRYOR CREEK, OKLAHOMA

By _____
Zac Doyle, Mayor

(Seal)
ATTEST:

Courtney Davis, City Clerk

APPROVED AS TO FORM AND CONTENT:

Chase McBride, City Attorney

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

By _____
Lodge President

(SEAL)

Attest:

Lodge Secretary

EXHIBIT A

POLICE PAY PLAN 2023-2024
CITY OF PRYOR CREEK

RANGE		STEP 1	STEP 2	STEP 3	STEP 4
J	POLICE PATROLMAN	\$39,357	\$45,303	\$47,868	\$53,175
K	POLICE CORPORAL	\$40,450	\$46,567	\$49,209	\$54,630
L	POLICE SERGEANT	\$41,580	\$47,868	\$50,386	\$57,278
M	POLICE CAPTAIN				\$60,142

Hourly Rate Reference

RANGE		STEP 1	STEP 2	STEP 3	STEP 4
J	POLICE PATROLMAN	\$18.98	\$21.78	\$23.01	\$25.52
K	POLICE CORPORAL	\$19.45	\$22.39	\$23.66	\$26.26
L	POLICE SERGEANT	\$19.99	\$23.01	\$24.22	\$27.54
M	POLICE CAPTAIN				\$28.91

APPROVED BY COUNCIL: October 17, 2023

**EXHIBIT B
OFFICER RANKS**

Officer	Rank	<u>Date of Current Rank</u>
Tramel, Kevin	Captain	February 2016
Couch, Justin	Sergeant	November 2012
Moore, Michael	Sergeant	December 2016
Cunningham , Jack	Sergeant	April 17, 2018
Garrett, Scott	Sergeant	April 17, 2018
Allen, Justin	Sergeant	August 21, 2021
Humphrey, Trent	Sergeant	August 21, 2021
Vance, Jared	Sergeant	August 21, 2021
Frazier, Billy	Corporal	August 21, 2021
Stanglin, John	Corporal	August 21, 2021
Bennett, Kenneth	Corporal	April 2008
Jenkins, Johnnie	Patrolman	October 7, 2016
Phillips, Mitchel	Patrolman	December 22, 2016
Gann, John	Corporal	October 4, 2017
Armontrout, Timothy	Patrolman	June 4, 2018
Gunter, Jamal	Corporal	August 30, 2018
Brown, Sarah	Corporal	September 20, 2018
Hamil, Dillion	Patrolman	November 15, 2018
Crittenden, Richard	Patrolman	January 2, 2019
Keim, Chance	Patrolman	October 17, 2019
Reese, Tanner	Patrolman	March 16, 2020
Fisher, Hanna	Patrolman	November 10, 2020
Houston, Devonte	Patrolman	December 7, 2020
Wright, Dylan	Patrolman	November 4, 2021
Flud, Jessica	Patrolman	December 1, 2021
Bordwine, Tyler	Patrolman	January 3, 2022
Scott, Sean	Patrolman	January 3, 2022

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, 2023 through JUNE 30, 2024

Table of Contents	Page
ARTICLE 1. COLLECTIVE BARGAINING AGREEMENT	3
ARTICLE 2. RECOGNITION	3
ARTICLE 3. DURATION OF AGREEMENT	3
ARTICLE 4. PREVAILING RIGHTS	4
ARTICLE 5. NON-DISCRIMINATION	4
ARTICLE 6. PROHIBITION OF STRIKES.....	5
ARTICLE 7. ADMINISTRATIVE RIGHTS	5
ARTICLE 8. GRIEVANCE PROCEDURE.....	5
ARTICLE 9. PERSONNEL REDUCTION	8
ARTICLE 10. INSURANCE.....	9
ARTICLE 11. REPLACEMENT OF DAMAGED ITEMS	11
ARTICLE 12. SUCCESSORS AND ASSIGNS	11
ARTICLE 13. PERSONNEL FILES CONFIDENTIALITY	11
ARTICLE 14. HOLIDAYS/VACATION/LEAVES.....	12
ARTICLE 15. HOURS AND TIME EXCHANGE.....	15
ARTICLE 16. BARGAINING UNIT RIGHTS AND SECURITY	17
ARTICLE 17. INCENTIVE PAY	18
ARTICLE 18. WAGES AND LONGEVITY PAY.....	19
ARTICLE 19. SAVINGS CLAUSE.....	20
ARTICLE 20. MISCELLANEOUS	21
ARTICLE 21. DRUG POLICY.....	22
ARTICLE 22. PERFORMANCE APPRAISAL	22
ARTICLE 23. EDUCATION INCENTIVE	24
ARTICLE 24. NEW HIRES/PROBATIONARY FIREFIGHTERS.....	24
EXHIBIT A.....	26
APPENDIX B	27
EXHIBIT C.....	28

ARTICLE 1. COLLECTIVE BARGAINING AGREEMENT

This agreement made and entered into and to be effective this, 1st day of July, 2023 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, 2023, and shall remain in full force and effect through June 30, 2024.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 4. PREVAILING RIGHTS

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

ARTICLE 5. NON-DISCRIMINATION

Section 1.

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

Section 2.

The use of the masculine or feminine gender herein shall be construed to mean both

or either gender, as the case may be, unless the context requires otherwise.

ARTICLE 6. PROHIBITION OF STRIKES

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 7. ADMINISTRATIVE RIGHTS

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

ARTICLE 8. GRIEVANCE PROCEDURE

Section 1.

The Local or any employee covered under this Agreement may file a grievance within fifteen (15) days of the date of an alleged violation of this Agreement occurs or becomes known to the Union or an employee, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2.

The Local President or his authorized representative may report an impending

grievance to the Fire Chief or his designee in an effort to forestall its occurrence.

Section 3.

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

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

employee(s) involved, and the Local Grievance Committee within ten (10) business days. A member of the Local Grievance Committee shall sign a document indicating the time of receipt of the Mayor's response. If the Mayor and the Local Grievance Committee have not settled the grievance within that time, then either party may request arbitration. If either party requests arbitration, it shall be submitted for adjustment as follows:

- (1) Prior to the initiation of arbitration, either party or the parties jointly may notify the Federal Mediation and Conciliation Service to administer grievance mediation in a good faith effort to resolve the grievance. If the grievance remains unsolved, it may be submitted to a grievance arbitrator for resolution by either party or jointly as the case may be.
- (2) Either party may request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service.
- (3) Within seven (7) calendar days from the receipt of such panel, a Representative of the Local and City shall confer and alternately strike names until one arbitrator remains, which shall be selected as the impartial arbitrator. The City shall make the first strike on even numbered grievances and the Local on odd numbered grievances.
- (4) Upon notification of the Federal Mediation and Conciliation Service of the selection of the arbitrator and the arbitrator is contacted, the date for arbitration shall be set, if possible, within thirty (30) calendar days from the date the arbitrator is notified of his selection.
- (5) Within ten (10) days, if possible, after the conclusion of the hearing, the arbitrator shall issue a written opinion and decision with respect to the issues presented. A copy of the decision shall be mailed or delivered to the Local and the City.
- (6) The arbitration hearing shall be informal. Any and all documentary evidence and other data deemed relevant by the arbitrator might be received in evidence. The arbitrator shall have the power to administer oaths and require by subpoena the

attendance and testimony of witnesses, the production of books and documents and other evidence relative or pertinent to the issues presented to him for determination.

- (7) With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decisions and opinion of the arbitrator shall be final and binding upon the parties to this Agreement to the extent such decision and opinion are consistent with Oklahoma and/or Federal law, as decided by a court of competent jurisdiction.
- (8) The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
- (9) The cost of the impartial arbitrator shall be shared between the Local and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 4.

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

ARTICLE 9. PERSONNEL REDUCTION

Section 1.

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

Section 2.

Laid off employees will be placed on a recall list for twelve (12) months from the effective date of the layoff. Before hiring other applicants, those employees who were laid off will be contacted first in order of the employee with the most seniority through the employee with the least seniority, to determine if they wish to return to

the employment of the City of Pryor Creek Fire Department. Contact will be made by mailing a notice to the employee and the Union President at the address on file in the Personnel Office. It is the employee's responsibility to keep Personnel informed of his current address and telephone number. Each employee contacted will be given a thirty-day (30) period to notify the Employer of his intentions. The thirty-day (30) time frame begins from the date of the mailing of the notice. If the employee fails to notify the Employer within this thirty-day (30) period, he will relinquish all recall rights. If the employee does notify the Employer of his intention to return to work, but fails to report to work on the agreed upon starting date, he will relinquish all recall rights.

Section 3.

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

ARTICLE 10. INSURANCE

Section 1. Purpose.

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

Section 2. Employer Contributions to Insurance Fund.

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

- a. For Employee Coverage:
100% of the employee's actual cost of coverage for health, dental, vision and life insurance. ~~up to a maximum of \$700.00.~~
- b. For Employee and Family Coverage:
 - (1) 100% of the Employee portion of the premium for coverage of the employee for health, dental, vision, and life insurance, and
 - (2) 100% of the Dependent(s) portion of the premium for coverage of the dependent(s) for health, dental, vision and life insurance.

The maximum contribution of the City to the payment of premium for "Employee and Family" insurance coverage shall be ~~One Thousand Five Hundred Dollars and No/100 (\$1,500.00)~~ ~~one thousand six hundred dollars and no/100 (\$1,600.00).~~ Currently the maximum monthly contribution to be made by the city towards the payment of health insurance premiums for other city employees is \$1,500.00. In the event that the city increases the maximum monthly contribution to be made by the city towards the payment of health insurance premiums for other city employees, then the maximum contribution of the City to the payment of premiums for coverage under this provision shall be increased in the same amount as the increase allowed for other City employees.

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

Section 3. Liability for Benefits.

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

Section 4. Selection of Insurance Provider.

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

Section 5. Indemnification.

The Local further agrees to indemnify the City against all liabilities in connection with the administration of the group insurance program provided by the Local.

Provided, that this section shall not impose any obligation on the Local to indemnify the City against willful misconduct or negligent acts or omissions of the City, its agents or its employees.

Section 6. Employee Authorization/Provision of Documents.

The Local shall:

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

ARTICLE 11. REPLACEMENT OF DAMAGED ITEMS

Section 1.

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

Section 2.

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

ARTICLE 12. SUCCESSORS AND ASSIGNS

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

ARTICLE 13. PERSONNEL FILES CONFIDENTIALITY

Section 1.

Any records, information or documents concerning an investigation of a member

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 14. HOLIDAYS/VACATION/LEAVES

Section 1.

Employees shall be granted holiday time off work for the scheduled holidays to be observed during the calendar year as established by the city for non-union city employees PLUS President's Day for a total of thirteen (13) holidays. Each employee's scheduled time off work in observance of a holiday shall be scheduled subject to the approval of the Fire Chief or Assistant Chief. The Chief or Assistant Chief shall have the authority to schedule employee holiday time off work to be taken on a day other than the actual holiday as deemed reasonably necessary in the discretion of the Chief to maintain staffing readiness of the department.

Section 2.

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

Section 3.

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

Section 4.

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

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

- A. Beginning on your first anniversary date of full time employment vacation will be awarded at 120 hours. Accrual will begin at 10 hrs. per month on your first anniversary date of full time employment and you will be awarded 120 hours on each anniversary until you reach your fifth anniversary. On your fifth anniversary date of full time employment your accrual will increase to 14 hours per month and when you reach your sixth anniversary you will be awarded 168 hours. On your nineteenth anniversary date of full time employment your accrual will increase to 18 hours per month until you reach your twentieth anniversary date of full time employment you will be awarded 216 hours. All vacation time must be used within the year it is awarded or the same shall be lost.
- B. Upon completion of one (1) year of continuous service with the City of Pryor Creek vacation may be taken. Vacations must be taken within the twelve (12) month period following the twelve (12) month period earned.
- C. Rank 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 or employee may elect to have those hours added to compensation time to a maximum of 120 hours not to exceed 200 hours of compensation time.

Section 8.

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

ARTICLE 15. HOURS AND TIME EXCHANGE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Notwithstanding that the work period is a Twenty-Eight (28) day work period employees will be paid on a bi-weekly schedule. Adjustments in the amount of pay to be received by the employee for the work period shall occur and be reflected in the second paycheck received for the work period.

Section 5.

Paid time off work for vacation time, holidays, sick leave, union leave under Article

16 Section 3, and bereavement leave, shall be counted as hours worked towards the Fair Labor Standards Act overtime hours threshold.

Section 6.

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

Section 7.

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

Section 8.

Time of shift change will be 0800 hours.

Section 9.

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

Section 10.

- 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 for cash wages may be made by the member in instances, and to the extent that the member's booked comp time is has not accrued to the 200 hour maximum under Section 10 of this Article. 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 1 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.

Those employees of the Local who have completed the requirements for and who are currently certified Swift Water Rescue 2 shall receive an incentive pay of \$150.00 per month.

Section 9.

Those employees of the Local who have completed the requirements for and who are currently certified Trench Rescue shall receive an incentive pay of \$150.00 per month.

Section 10.

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 11.

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, 2022, through June 30, 2023: All members shall receive a four percent (4%) 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:

Eighteen (18) shifts 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.

Section 4.

All members shall receive hazard pay in the amount of ~~166.66 in fiscal year 2022-2023~~ ~~paid on the first pay period of the month~~ \$2,000.00 annually paid on a bi-weekly basis.

Section 5.

Upon completion of twenty or more years of service, based on the Oklahoma Firefighter's Pension and Retirement System, members shall be paid hour for hour for the remainder of their sick time regardless of age.

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)~~ **eight hundred fifty dollars (\$850.00)** 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 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 Seventy-Five Dollars (\$175.00) 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.

Section 7.

A member of the local 3567 shall be selected by the union to oversee the fire service training for the department and oversee the training and operations of the task force team. Per the job description, the task force leader/training officer shall receive a compensation for the position of an additional two hundred twenty-five dollars (\$225) per month gross pay in addition to said employee's normal compensation pursuant to the employee's pay scale. 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 task force leader/training officer.

Section 8.

Departmental Standard Operational Guidelines as approved by the local 3567 and Pryor fire department administration are hereby guidelines for the operation of the Pryor Creek fire department. Guidelines can be amended with the joint approval of the local 3567 and administration at any point during the contractual year.

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 or 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 five (5) certifications which qualify for incentives pay within two years from the date of hire.

THIS AGREEMENT is executed, on the 17th day of October, 2023, by the City of Pryor Creek and the Union, but shall become effective as of July 1, 2023.

PASSED AND APPROVED this 17th day of October, 2023, by the Mayor and Council of the City of Pryor Creek, Oklahoma.

CITY OF PRYOR CREEK

By: _____
Zac Doyle, 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 2023-2024
FIRE DEPARTMENT
CITY OF PRYOR CREEK**

RANGE		STEP 1	STEP 2	STEP 3	STEP 4
N	FIREFIGHTER	\$37,872	\$43,595	\$46,062	\$51,169
O	FIRE LIEUTENANT	\$38,923	\$44,809	\$47,351	\$52,569
P	FIRE CAPTAIN	\$40,010	\$46,062	\$48,487	\$56,059

APPROVED BY COUNCIL: October 17, 2023

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: October 17, 2023

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

1LS Class A Uniform Shirt

2 Pair Uniform Pants

1 Belt

1 Pair Boots or Uniform Shoes

1 Coat

Raincoat

One (1) hoodie

APPROVED BY COUNCIL: October 17, 2023



HEAT & AIR

6823 E 106th Pl
Tulsa, OK 74133-7147
(918) 221-9686 / (918) 995-1051
janna@jaycoheatandair.com

Estimate

ESTIMATE#	1026394273
DATE	08/30/2023
PO#	

CUSTOMER
City of Pryor Creek 100 East Graham Avenue Pryor OK 74361 (701) 430-1397

SERVICE LOCATION
City of Pryor Creek 111 Southeast 9th Street Pryor OK 74361 (701) 430-1397

DESCRIPTION	
	Installation of a new package unit for the fitness area. Pricing includes new insulated duct.
	(1) YHC067E3RYA1TR0: 5T, 17 SEER, 208-230/3, GAS/ELEC RTU, R410A W/ FIOPS
	(1) BAYCO2K103A: CO2 DUCT MOUNTED SENSOR
	(1) BAYSENS036A: WALL MOUNTED HUMIDITY SENSOR
	(1) ASYSTAT777A: 7-DAY PROGRAMMABLE THERMOSTAT
	(1) CURB ADAPTER: EXISTING UNIT is an AAON RM-006-8-0AA01-232 / 200503-AMGF14276
	QUOTED YHC067 EQUIPPED WITH FACTORY INSTALLED HAIL GUARD, ECONOMIZER - COMPARATIVE ENTHALPY 0-100% W/ BAROMETRIC RELIEF, MIRCOPROCESSOR CONTROLS, DEHUMIDIFICATIONS - HOT GAS REHEAT, MEDIUM GAS STAINLESS STEEL HEAT EXCHANGER, RETURN /SUPPLY AIR SMOKE DETECTOR, CONDENSATE DRAIN PAN OVERFLOW SWITCH, & STANDARD PANEL W/ 2" MERV 8 PLEATED FILTERS.
	LOW AMBIENT CONTROLS COME STANDARD WITH RELIATEL - MICROPROCESSOR CONTROLS.
	Lead time is > 25 weeks.

Estimate			
Description	Qty	Rate	Total
Parts and Labor	1.00	36,000.00	36,000.00
Parts and Labor			

CUSTOMER MESSAGE

Estimate Total: \$36,000.00

PRE-WORK SIGNATURE

Signed By:



HEAT & AIR

6823 E 106th Pl
Tulsa, OK 74133-7147
(918) 221-9686 / (918) 995-1051
janna@jaycoheatandair.com

Estimate

ESTIMATE#	1028037544
DATE	09/26/2023
PO#	

CUSTOMER
City of Pryor Creek 100 East Graham Avenue Pryor OK 74361 (701) 430-1397

SERVICE LOCATION
City of Pryor Creek 111 Southeast 9th Street Pryor OK 74361 (701) 430-1397

DESCRIPTION	RTU 9 Prices to rebuild the 25 ton unit VS replacement.
--------------------	--

Trane 2 Replacement

Description	Qty	Rate	Total
Installation Parts & Labor YSJ300A3S0M1FQT 25 ton 230/3 RTU Unit includes: Enthalpy economizer w/ powered exhaust Hinged access panels w/ MERV 8 filters Non-fused disconnect Powered convenience outlet Stainles steel drain pan Smoke detector w/ alarm Curb adapter	1.00	57,684.00	57,684.00

CUSTOMER MESSAGE

Estimate Total: \$57,684.00

PRE-WORK SIGNATURE

Signed By:

Thank You!

84-845-5091 mlka-

Tulsa Lock & Key, Inc
10314 E 21st Street, Tulsa OK 74129

Terms Net due upon receipt
Pay digitally below.

Customer

Pryor Creek Rec Center
Pryor Creek Rec Center
mooremk@pryorcreek.org
701-430-1397

Invoice Details

PDF created October 12, 2023
\$3,241.32

Payment

Due November 11, 2023
\$3,241.32

Items	Quantity	Price	Amount
Mileage	42 mi	\$4.00/mi	\$168.00
Hourly Rate	6.00 hr	\$60.00/hr	\$360.00
Alarm Lock DL2700-WP 26D <i>Original Price: \$782.33</i>	2	\$709.30	\$1,418.60
IVES FLUSH BOLTS <i>Original Price: \$44.99</i>	4	\$31.98	\$127.92
Corbin DC6210 closer <i>Original Price: \$579.99</i>	2	\$563.40	\$1,126.80
✓ DON JO mortise lock conversion plate <i>Original Price: \$20.99</i>	2	\$20.00	<u>\$40.00</u>
			<i>Add-ons for security</i>
Subtotal			\$3,241.32

Total Due

\$3,241.32



Pay online

To pay your invoice go to <https://squareup.com/u/ma6UFLYY>

Or open the camera on your mobile device and place the QR code in the camera's view.

84-845-5046 MKW



VERMONT SYSTEMS

Recreation & Parks Software

Invoice

RecTrac, LLC

dba Vermont Systems
12 Market Place
Essex Junction, VT 05452
Phone: (802)490-7672
accountsreceivable@vermontsystems.com

MAIL CHECKS TO:

Vermont Systems
PO Box 1377
Williston, VT 05495-1377

CUSTOMER NO.: VS-000713

INVOICE NO.: VS009990

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

Ship To: Pryor Creek Recreation Center
1111 SE 9th St
Pryor, OK 74361

Date	P O Number	Ship Via	F.O.B.	Terms
10/09/2023		Ground	Origin	Net 30
Quantity	Item Number	Description	Unit Price	Amount
6	VS-V-SS-WT-SP	Pass Management -	\$136.50	\$819.00
6	VS-V-SS-RW-US	PayTrac Gateway Interface -	\$94.50	\$567.00
6	VS-V-SS-RW-PT-ERI	Each Add'l Concurrent User over 2 -	\$42.00	\$252.00
6	VS-V-SS-RW-PM-WG	WebTrac Splash Page -	\$26.25	\$157.50
6	VS-V-SS-RW-LR-WG	Mobile WebTrac -	\$0.00	\$0.00
6	VS-V-SS-RW-IS-WG1	Locker Rentals -	\$136.50	\$819.00
6	VS-V-SS-RW-AR-WG	VSI Cloud Hosting Standard Service - Silver, First 5 Users Monthly -	\$708.75	\$4,252.50
6	VS-V-HS-S2	VSI Cloud Hosting Standard Service - Silver, Add'l Users Monthly -	\$42.00	\$252.00
6	VS-V-HS-S1	Incident Reporting -	\$0.00	\$0.00

Thank you for your order. We appreciate your business.

6	VS-V-SS-RW-MWT	RecTrac/WebTrac Workgroup Base Software Subscription (6-15 concurrent users) -	\$257.25	\$1,543.50
6	VS-V-SS-RW-IR	Activity Registrations -	\$136.50	\$819.00

Subtotal	\$9,481.50
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FREIGHT	\$0.00
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SALES TAX	\$0.00
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Total	\$9,481.50
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Covers 07/01/2023 - 12/31/2023

Thank you for your order. We appreciate your business.

COOPERATIVE SERVICE AGREEMENT
between
City of Pryor (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to conduct integrated wildlife damage management (WDM) activities at city of Pryor to manage nuisance and property damage conflicts caused by beavers & feral pigeons.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;
Cooperator Name, Address, Phone Number, Email

City of Pryor
Lisa Malone
PO Box 1167
Pryor, OK 74362

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitees.
9. To provide an indoor working space to complete necessary paperwork.

10. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

APHIS-WS State Director: Name/Title, Address, Phone
Number, Email

USDA APHIS – WS
Scott Alls
2800 N Lincoln Blvd
Oklahoma City, OK 73105
405/521-4039
Scott.a.alls@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on October 1, 2023, and shall continue through September 30, 2024, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: _____
APHIS-WS's Tax ID: 41-0696271

Cooperator:

Cooperator

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**



Scott Alls, State Director

7/27/23

Date

Acting Regional Director

Date

Prepared by: Tyler Hicks

WORK PLAN

Cooperator: City of Pryor

Contact: Lisa Malone

Cooperative Service Agreement Number: 24-7340-7215-RA

WBS Element: AP.RA.RX40.73.0079

FMMI Shorthand Code: 24XXWSWR4040REIMBRX40730079

Location: City of Pryor Creek, Oklahoma

Dates: 10/1/23-9/30/24

In accordance with the Cooperative Service Agreement between City of Pryor and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

To provide for the protection of property and human health & safety from animals that can cause damage to these resources, such as but not limited to beavers & pigeons.

Plan of Action

Use of special equipment and methods are legal and authorized.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$3,000.00
Travel		
Vehicles		
Other Services		
Supplies and Materials		\$932.36
Equipment		
Subtotal (Direct Charges)		\$3,932.56
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$432.56
Indirect Costs	16.15%	\$635.08
Aviation Flat Rate Collection		
Agreement Total		\$5,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$5,000.00		

Financial Point of Contact/Billing Address

Cooperator Name, Address, Phone Number, Email

City of Pryor
 Lisa Malone
 PO Box 1167
 Pryor, OK 74362

APHIS-WS State Office Name, Address, Phone Number, Email

USDA APHIS, Wildlife Services
 Tyler Hicks
 PO Box 36295
 Oklahoma City OK 73136
 405/522-5483
John.t.hicks@usda.gov



Animal and Plant Health Inspection Service (APHIS)

Enclose a copy of this bill with your check or money order made payable to "U.S. Department of Agriculture." Do not send cash. Please include the bill number and customer number on your check.

CUSTOMER NUMBER: 6013820
BILL NUMBER: 3004729603
P.O. NUMBER:
BILL DATE: 10/02/2023
SALES ORDER NUMBER: 6100032709

TO:

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



Due Date: 11/01/2023
AMOUNT ENCLOSED: \$

Please send all correspondence, inquiries, and changes to:

ABSHELPLINE@USDA.GOV

MAIL PAYMENT TO:
USDA, APHIS, General PO Box 979043 St Louis MO 63197-9000

PRINCIPAL:	\$	4,999.99
INTEREST:	\$	0.00
PENALTY:	\$	0.00
ADMINISTRATIVE COSTS:	\$	0.00
CURRENT CHARGES:	\$	4,999.99
ADVANCE APPLIED:	\$	0.00

Amount Due:	\$	4,999.99
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Failure to make payment by the due date will result in the assessment of late payment charges (interest, penalty charges, and/or administrative costs) in accordance with your contract, permit or the debt collection act of 1982, as amended. Postmarks are not honored. Late fees do not apply for billings in advance of receipt of goods or services.

Current charges on this invoice include unbilled activity through 08/31/2023.

Description	Current Charges
Personnel Compensation	3,106.20
Supplies and Materials	826.16
Program Support	1,067.63
Total Charges	4,999.99

BILLING INFORMATION

LOCATION: PRYOR, OK
SPECIES MANAGED: BEAVERS, PIGEONS
POC: LISA MALONE
POP: 10/1/22 - 9/30/23

BILLING RIGHTS SUMMARY IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you need more information about a transaction on your bill, email us at the customer service address shown on your bill. If you believe that all or part of the outstanding debt is not owed, you must submit your dispute in writing to the email address listed on the front of this bill within 30 days. According to the Fair Debt Collection Practices Act, if we do not hear of any disputes within 30 days after the receipt of the bill, the debt will be considered valid. You can telephone us but doing so will not preserve your rights. In your letter provide the following information:

- Your name and billing document number,
- The dollar amount and date of the suspected error
- A description of the problem or error.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

PAYMENTS

Payments can be made via check, money order or credit card. A copy of your bill or the billing document number located on the front of the bill should be included. Omission of this data may cause delay of posting and/or misapplying of payment(s) to your bill.

To make a credit card or ACH payment, please go to www.pay.gov

If you have problems processing the transaction, please call 1-877-777-2128.

Payments made by Federal government agencies should be made via the Intra-governmental Payment and Collections System (IPAC) to the applicable agency ALC. The billing document number is required to successfully post all payments.

APHIS ALC 12403400 AMS ALC 12250001
FAS ALC 12401000

CUSTOMER SERVICE

TOLL FREE: 877-777-2128
COMMERCIAL: 612-336-3400
E-MAIL: ABSHELPLINE@USDA.GOV

LATE PAYMENT CHARGES

To protect the interest of the government on amounts overdue, the department of Treasury requires a late payment charge on all delinquent debts.

Payments not received by the due date are subject to late payment charges in accordance with Treasury guidelines. Administrative charges may be assessed and an additional 6.00 % per annum penalty will be charged for payments more than 90 days past due.

Estimate #9147

10/6/2023

Prepared For:
PRYOR PUBLIC LIBRARY
Cari Rérat
505 E Graham Avenue
Pryor, OK 74361

Phone: 918-825-0777 **Fax:**
Alt. Phone:
Email: reratc@pryorlibrary.org

Prepared By:
Holly Ballou
Premier Signs and Designs
1355 Horkey Street
Suite B
Pryor, OK 74361-5222 USA

Phone: 9188256422 **Fax:** 9188255306
Alt. Phone:
Email: Holly@PremierSignsDesign.com

Description: Pryor Public Library

Quantity	Description	Each	Total	Taxable
1	A. 1/4" Aluminum Letters Color: 2025 Black 8" Pryor 11" Public Library 8" Black address bar	1,473.76	\$1,473.76	
1	B. 1/4" Aluminum Letters Color: 2025 Black 8" Pryor 8" Black address bar	550.00	\$550.00	
1	Shipping	598.33	\$598.33	
2.5	Installation Labor - 2 Man(Hours) (1.5 hours donated)	150.00	\$375.00	
2	Vinyl Text Address on Aluminum Rounded Rectangle (Donated)	0.00	\$0.00	
			Subtotal	\$2,997.09
			Total	\$2,997.09

Terms: Payment due at time of completion.

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** _____

OverDrive Digital Library Reserve Consortium Access Agreement

1. Digital Library Reserve Application Services

1.1 OverDrive will create and host a Consortium Website for the Participating Libraries use of the Application Services. OverDrive shall provide the Application Services to the Consortium and Participating Library under the terms of the Consortium Agreement Form, Participating Library Form and this Access Agreement (collectively referred to as the "Agreement").

1.2 OverDrive shall create an account in OverDrive's content selection platform, OverDrive Marketplace, for each Participating Library to select Digital Content to make available at the Consortium Website to Authorized Patrons and to access reports. Individual Participating Libraries may enroll in the OverDrive Advantage program to allow Digital Content access to Authorized Patrons of its' library only. OverDrive Advantage is subject to the terms and conditions of the OverDrive Advantage Order Form.

1.3 OverDrive will use commercially reasonable efforts to make the Application Services perform substantially in accordance with the terms herein. From time to time, OverDrive may make modifications or updates to the operation, performance, or functionality of the Application Services as it sees fit or as required by OverDrive's suppliers. Consortium may be required to complete additional forms, documents or other associated materials provided by OverDrive and shall use commercially reasonable efforts to complete the documents in a timely manner.

1.4 OverDrive will use commercially reasonable efforts to provide Secondary Support to Consortium.

1.5 Any current OverDrive standalone system customer shall not be eligible to join the Consortium. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium. OverDrive shall have sole discretion to honor any prior version of an order form, participation form or related material completed by a Participating Library. OverDrive may require a Participating Library to complete an updated version of the same.

1.6 If Consortium seeks a modification of the Application Services or integration of the Application Services beyond those offered on the Order Form, the Parties shall cooperate to agree on the specifications for the additional services and any associated terms and conditions.

1.7 Nothing under the Agreement grants any right to Consortium to the use of, or access to, any Application Services source code. Consortium does not have the right to reproduce the Application Services, to distribute copies or versions of any modules of the Application Services to any third parties including its Authorized Patrons, or to make and/or sell variations or derivative works of the Application Services. Sole ownership of copyrights and other intellectual proprietary rights shall remain solely with OverDrive or its suppliers. OverDrive reserves the right, at its sole discretion, to display its branding, trademarks, logos, and/or third party marketing or promotional materials on the Consortium Website.

2. Consortium Website

2.1 Consortium shall use commercially reasonable efforts to ensure that use of the Applications Services, the Consortium Website and the Digital Content are in compliance with this Agreement and with permitted uses as communicated by OverDrive to Consortium. Consortium shall use commercially reasonable efforts to prevent unauthorized use of the Digital Content from OverDrive by their users and Authorized Patrons.

2.2 OverDrive grants the Consortium, Participating Library and/or Authorized Patrons a non-assignable, non-transferable, limited license to use the Digital Content provided by OverDrive's suppliers for personal, non-commercial use. All Digital Content available at the Consortium Website shall have at least a seven (7) day lending period, or other minimum lending period as otherwise required by suppliers or publishers of Digital Content. The catalog of available Digital Content is subject to change; Digital Content titles may be added or removed at any time.

Consortium, Participating Library and/or Authorized Patrons may access and/or download, the Digital Content:

- (a) On Participating Library-issued devices or computers with exclusive and individual unique user accounts;
- (b) On Authorized Patrons personal devices directly;
- (c) On shared Participating Library computers which employ an application that restores the computer to its original configuration after use by an individual Authorized Patron (e.g. Deep Freeze, Windows SteadyState, or other similar application); and
- (d) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction.

2.3 Consortium and Participating Library shall reasonably cooperate with OverDrive to limit access to the DLR Service to end users who are Authorized Patrons. In the event a Participating Library or Consortium desires to provide access to the DLR Service to users other than Authorized Patrons, OverDrive reserves the right to limit availability of certain Digital Content, as may be required by supplying publishers. Online library card applications, with or without fees, which provide access, temporary or permanent, to the DLR Service to users who do not otherwise qualify as Authorized Patrons shall not be permitted.

2.4 OverDrive will create and implement a Consortium Website for Consortium and Participating Library's use of the Application Services that will include search function (by title category, author, keyword), multiple categories with multiple listing option, auditing and reporting functions and access to a protected web portal to manage the Consortium's catalog of Digital Product. Subject to OverDrive's approval, which shall not be unreasonably withheld, OverDrive will incorporate the Consortium's name and logos in accordance with design suggestions as provided by Consortium. Consortium will have the ability to manage and promote Digital Products from a password protected Digital Library Reserve administrative web portal.

2.5 Consortium represents and warrants that it will not make any representations or create any warranties, expressed or implied, concerning the Application Services and Digital Content, and will take reasonable steps to ensure that its employees, agents, and others under its direction abide by the Agreement.

2.6 Each Participating Library shall include a direct hyperlink and/or logo linked to the Consortium Website its' home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to EBSCOhost, Recorded Books, Ingram and 3M.

2.7 Participating Library agrees to perform Primary Support for its Authorized Patrons, unless Participating Library has completed the Front Line Tech Support Order Form and paid for Front Line Tech Support services. OverDrive will provide Participating Library with training and documentation for Participating Library's provision of Primary Support. Participating Library will cooperate with OverDrive to implement customer support practices recommended by OverDrive, including but not limited to directing Authorized Patrons to OverDrive-supplied FAQs and support pages on its Consortium Website.

2.8 During the Agreement and any renewal periods, Consortium will reasonably cooperate with OverDrive to achieve OverDrive's and its publishers' and suppliers' objectives of protecting certain intellectual property interests relating to OverDrive supplied Digital Products. Each Participating Library shall establish policies and procedures to abide by the Digital Content usage guidelines as described in Section 2.2. Participating Library shall provide OverDrive access to a test Patron account for purposes of validating the systems' performance relating to the Application Services. Participating Library will reasonably cooperate with OverDrive to correct or adjust systems as may be required to compensate for any errors or omissions disclosed by such test. Any such test will be conducted by OverDrive at its own expense and during regular business hours and in such a manner as not to interfere with Participating Library's normal activities. Nothing in this Section shall entitle OverDrive to any patron data or information relating to the identity of Patrons accessing any components of the Application Services.

2.9 Consortium shall not access the Application Services in a manner not explicitly permitted by the Agreement, including but not limited to scraping the Consortium Website and/or web traffic or data to and from the Consortium Website, intercepting, redirecting, capturing or holding OverDrive-initiated email or other electronic communications, nor shall it allow any third party to access the Application Services in a manner as described in this paragraph.

2.10 OverDrive may employ commercially reasonable efforts to monitor and maintain the availability of its Application Services, including review of traffic for request volume levels, unusual behaviors or patterns, attempts to create a denial of service response, and/or excessive or abusive usage as determined by OverDrive, in its sole discretion.

3. Payments

3.1 Participating Library and/or Consortium shall make payment to OverDrive for all Annual Participation Fees, Content Service fees and Digital Product costs according to OverDrive within thirty (30) days from Library's receipt of valid invoice. During the term of this Agreement, Participating Libraries may select Digital Content subject to standard terms and pricing. In the event of Consortium and/or Participating Library's late or non-payment of any and all amounts due to OverDrive for Application Services fees and cost of Digital Content, OverDrive may suspend access to the Application Services until such time as Consortium and/or Participating Library's account becomes current.

3.2 Consortium and the Participating Libraries assume the responsibility for providing a suitable network and Internet system for integration of Application Services into the Consortium Website or other systems. All parties acknowledge that any expenditures or commitments are made at the risk of the party making such expenditures or commitments. Participating Library agrees that it shall be responsible for its own expenses and costs under this Agreement, including MARC records, SIP or similar protocol, or any other costs, and that OverDrive shall have no obligation to reimburse Participating Library for any expenses or costs incurred by Participating Library in the preparation, systems integration, use of the Application Services, or for any performance of Participating Library's duties hereunder.

3.3 Each Participation Form is a commitment of the current revenues only of the named Participating Library. Such Participating Library represents and warrants that it has appropriated and budgeted the necessary funds to make all payments required pursuant to its' Participation Form for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make payments for the full contract term as scheduled in the Consortium Participation Form if funds are appropriated for the payment in each succeeding fiscal year by its governing body. The Participating Library reasonably believes that monies in an amount sufficient to make all payments can and will lawfully be appropriated. If the Participating Library's governing body fails to appropriate sufficient funds in any fiscal year for payments due and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) Participating Library shall give OverDrive immediate notice of such non-appropriation event and provide written evidence of such failure by Participating Library's governing body; and (2) this Participation Form shall terminate on the first day of the fiscal year in which funds are not appropriated.

4. Term and Termination

4.1 The Term of the Agreement shall be governed by the OverDrive Digital Library Reserve Consortium Agreement between OverDrive and Consortium.

4.2 Either party shall have the right to terminate this Agreement as a result of a material breach of the Agreement by the other party that is not cured within thirty (30) days after written notice of such breach.

4.3 Upon termination of this Agreement, the access granted to Consortium by this Agreement shall be terminated immediately and Consortium shall make no further use of all or any part of the Application Services, or any confidential information received from OverDrive.

4.4 If a Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all Digital Content, products, and services that have been purchased with the Participating Library's monetary and in-kind contributions to Consortium's shared digital collection shall remain with Consortium. If a Participating Library withdraws from Consortium and has previously purchased Digital Content in an Advantage and/or Advantage Plus account, all such Digital Content that has not been allocated to the Consortium shared collection shall remain with the Participating Library, subject to any publisher licensing restrictions in place at the time of purchase.

5. Warranties and Indemnification

5.1 The parties represents and warrants to that each has the necessary permissions, ownership and intellectual property rights and licenses related to performance under this Agreement.

5.2 THE WARRANTIES SET FORTH UNDER THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OVERDRIVE BE LIABLE TO LIBRARY OR ITS AUTHORIZED PATRONS AND OR END USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE APPLICATION SERVICES, OR FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFIT OR OPPORTUNITY, LOSS OF USE OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE OR USE OF THE APPLICATION SERVICES. IN NO EVENT SHALL OVERDRIVE'S LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY OVERDRIVE UNDER THIS AGREEMENT.

5.3 OverDrive agrees to indemnify Consortium against liability and expense, including reasonable attorney fees, arising from any breach of OverDrive's warranty that it has the required rights to the Application Services and that the Application Services does not infringe any ownership or intellectual property right of a third party, provided that OverDrive: (1) is notified immediately after a Participating Library receives notice of such claim (ii) is solely in charge of the defense of and any settlement negotiations with respect to such claim; (iii) received Consortium and/or Participating Library's cooperation in the defense or settlement of such claim; (iv) has the right, upon either the occurrence of or the likelihood (in the opinion of OverDrive) of the occurrence of a finding of infringement, either to procure for Participating Libraries the right to continue use of the Application Services, or to replace the relevant portions of the Application Services with other equivalent, non-infringing portions. If OverDrive is unable to accomplish either of the options set forth in (iv) above, at OverDrive's option OverDrive shall either remove the portion of the Application Services in issue and refund to each Participating Library the value of such portion, or remove the entire Application Services and refund to each Participating Library the entire amount paid pro-rata under this Agreement as it relates to the incident that gave rise to the claim.

5.4 OverDrive shall have no obligation to Consortium to defend or satisfy any claims made against a Participating Library that arise from use, marketing, licensing, or disposition of the Application Services by the Participating Library other than as permitted by this Agreement. OverDrive shall not be responsible to indemnify Consortium for claims arising from the use or license of third party software including DRM where OverDrive is not afforded such corresponding indemnification from said third party vendor. In the event a claim arises from use of non- OverDrive technology, where the vendor of such product or technology does not indemnify OverDrive, then OverDrive is not liable to extend indemnification under this section to Consortium for any such claims.

6. General Terms

6.1 Confidential Information. The parties acknowledge that each will receive confidential information from the other relating to the Application Services, technical and operational affairs of the other. Subject to any state and/or federal laws and regulations permitting public access to documents and information that are considered public, each party agrees that all confidential information of the other party shall be held in confidence and shall not be disclosed to any third party. Consortium and the Participating Libraries shall not share its passwords and login credentials of its' account in OverDrive's content selection portal with anyone, including any third party. Consortium and Participating Libraries shall take reasonable steps to prevent unwarranted intrusion into such information.

6.2 Taxes. Consortium and each Participating Library shall at its own expense comply with all applicable laws in connection with the use of the Application Services. The payment obligations under this Agreement are exclusive of any federal, state, municipal or other governmental taxes, sales taxes, excise taxes or tariffs now or hereafter imposed on the production, storage, sale, transportation, import, export, licensing or use of the Application Services.

6.3 No Waiver. The failure of either party to exercise any right or the waiver of either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the Agreement.

6.4 Notice. All notices required to be given pursuant to the Agreement shall be in writing and shall be deemed to have been given, if sent by registered or certified mail, return receipt requested, postage prepaid, addressed to OverDrive at its' current address, Attention: General Counsel or addressed to Consortium at the address provided on the Consortium Agreement, Attention: Consortium Primary Contact (as designated on the Consortium Agreement), or as otherwise agreed by the parties.

6.5 Assignment. OverDrive may assign this Agreement. This Agreement may not be assigned by Consortium, nor any duty hereunder delegated by Consortium without the prior written consent of OverDrive, which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

6.6 Entire Agreement. The Consortium Agreement Form, Participation Form and this Access Agreement constitutes the entire Agreement and understanding of the parties and supersedes all prior and contemporaneous Agreements, understandings, negotiations and proposals, oral or written. Section headings are provided for convenience purposes only and do not provide any modifications or substantive meaning to the terms and conditions of this Agreement. OverDrive may modify the Consortium Agreement Form, Participation Form and/or Access Agreement from time to time.

6.7 All Disputes Arising From the Agreement. This Agreement shall be governed by the laws of the State of Ohio, United States of America without regard to any conflict of laws principles. Any dispute regarding this Agreement or the relationship that has been established by this Agreement shall be brought in the state or federal courts residing in the State of Ohio, USA, and the local laws of Ohio will apply to any such action related to the above. Both parties submit to venue and jurisdiction in these courts.

7. Definitions

As used throughout the Agreement, the following definitions shall apply:

7.1 "Application Services" or "DLR Service" shall mean the Consortium Website and digital content distribution service provided to Consortium and Participating Libraries, which utilize OverDrive® and other third party technologies and services.

7.2 "Authorized Patron(s)" shall mean those individuals who provide proof of residency, ownership of property, employment, or enrollment in school or similar institution in a Participating Library's service area and which the Participating Library authorizes to download and/or access Digital Content from the Library Website or otherwise utilize the Application Services.

7.3 "Consortium" or "Library" shall mean all of the Participating Libraries, collectively.

7.4 "Consortium Website" shall mean the Internet-based application that provides Authorized Patrons access to Digital Products operated in association with Digital Library Reserve and as a component of the Consortium's website address (URL).

7.5 "Digital Content" shall mean the digital titles (e.g. eBooks, audiobooks, magazines and video) made available from OverDrive at the Library Website.

7.6 "Effective Date" shall mean the date upon which the Consortium Website is made available for public access.

7.7 "Participating Library" shall mean the organization or entity identified in the Participating Library Information section of the Participation Form.

7.8 "Participation Form" shall mean the OverDrive Digital Library Reserve Consortium Participation Form completed by the Library.

7.9 "OverDrive" shall mean: OverDrive, Inc., a Delaware Corporation, and its subsidiaries and affiliates.

7.10 “Primary Support” shall mean the services provided by Participating Library to its Authorized Patrons for its day-to-day help, support, technical aid and other assistance for their use of the Consortium Website and Digital Content.

7.11 “Secondary Support” shall mean the technical support services provided by OverDrive to Participating Library including reasonable efforts to assist Participating Library in providing Primary Support.



OverDrive Digital Library Reserve Consortium: Participating Library Form ("Participating Library Form")

Participating Library Information	
Name of Consortium: OK Virtual Library Consortium	
Name of Participating Library: Thomas J. Harrison Pryor Public Library	
Address: 505 E. Graham Ave	
City, State/Province, Postal Code: Pryor, OK 74361	Country: USA
Participating Library Primary Contact	
Name: Cari Boatright Rérat	Title: Library Director
Telephone: 918-825-0777	Email: reratc@pryorlibrary.org
Accounting Contact <i>(all invoices will be emailed to the contact listed below):</i>	
Name: Elise Kasler	Title: Administrative Librarian
Telephone: 918-825-0777	Email: Invoices@pryorlibrary.org
Bill To Address: 505 E. Graham Ave.	
City, State/Province, Postal Code: Pryor, OK 74361	Country: USA

OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Participating Library Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

OverDrive Fee Schedule

Participating Library of the Consortium shall be invoiced an Annual Participation Fee according to the chart below. The Annual Participation Fee shall be collected each year and allocated as follows: one-third (1/3) toward configuration, system fees and maintenance, and two-thirds (2/3) toward the selection of Digital Content for Consortium's shared collection. The Annual Participation Fee shall be based upon Participating Library's Legal Service Area Population as reported by the then current information available at the Institute of Museum and Library Services.

Annual Participation Fee

Please check one:

Tier 1	Legal Service Area Population up to 5,000	\$1,500 per year	_____
Tier 2	Legal Service Area Population of 5,001 – 25,000	\$3,000 per year	_____ X _____
Tier 3	Legal Service Area Population of 25,001 – 55,000	\$6,000 per year	_____
Tier 4	Legal Service Area Population of 55,001 – 100,000	\$9,000 per year	_____

All payments due to OverDrive under this Agreement are due within thirty (30) days of presentation of invoice. At any time during the term of this Agreement, Participating Libraries may purchase Digital Content subject to standard terms and pricing.

OverDrive Terms and Conditions:

Term: The initial term of this Agreement shall be for two (2) years commencing on November 1, 2023. The Agreement shall automatically renew for successive terms of two (2) years unless either party provides written notice of intention not to renew ninety (90) days prior to the expiration of the then current term. All Participating Library terms shall run concurrent to the term stated herein.

Membership: Oklahoma public libraries with Legal Service Area Populations under 100,000 shall be eligible to join Consortium's OverDrive service. Any current OverDrive standalone system customer shall not be eligible to join Consortium. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to participate in the Consortium.

Additional Fees: Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library's own expense and are not included in the Annual Participation Fee.

Withdrawal: Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of this Agreement, all Digital Content titles that have been purchased for Consortium's shared collection with Participating Library's monetary and in-kind contributions to Consortium shall remain with Consortium.

Access Agreement: OverDrive Digital Library Reserve is licensed pursuant to the OverDrive Digital Library Reserve Consortium Access Agreement, available at <http://www.overdrive.com/dlrc-aa.pdf>, the terms of which are incorporated herein and may be modified from time to time. At the start of the initial term, this Participating Library Form shall supersede and replace any previous Participating Library Form signed by a Participating Library or other agreement executed by and between OverDrive and a Participating Library.

HB3702: OverDrive is familiar with the provisions of 2022 Oklahoma State Legislature HB3702, codified as Title 70 O.S. § 11-201, and agrees that all services, resources and data provided by OverDrive as selected by the Participating Libraries pursuant to this Agreement will comply with all requirements of the provisions of said statute.

Acknowledgement and Acceptance:

On behalf of my Participating Library, I represent and warrant that I have the authority to enter into this Participating Library Form and my signature below indicates my Participating Library's agreement and acceptance of the OverDrive Digital Library Reserve Consortium Access Agreement, the Consortium Agreement Form, and this Participating Library Form.

By (signature) _____ Title Mayor _____

Name (Print) Zac Doyle _____ Date _____

Please complete this order form and return by email to sales@overdrive.com.

Thank you for your order!

RESOLUTION NO. 2023-

A RESOLUTION CALLING FOR THE GENERAL ELECTION IN 2024

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PRYOR CREEK, OKLAHOMA:

1. That a primary election shall be held Tuesday, February 13, 2024 pursuant to the City Charter.
2. That if necessary a run-off election will be held on Tuesday, April 2, 2024 pursuant to the City Charter.

BE IT FURTHER RESOLVED, that the following offices shall be elected for a two (2) year term at said election, unless otherwise indicated:

- a) Council member / Ward 1 – for a term expiring 2026.
- b) Council member / Ward 2 – for a term expiring 2026.
- c) Council member / Ward 3 – for a term expiring 2026.
- d) Council member / Ward 4 – for a term expiring 2026.

BE IT FURTHER RESOLVED, that each candidate for city office shall be a qualified elector of the city, an actual resident of the city, and at least 25 years of age; and that each candidate for the office as a council member shall be an actual resident of the ward for which he or she is a candidate.

BE IT FURTHER RESOLVED, that filing for such offices shall take place in the office of the Mayes County Election Board in Pryor Creek, Oklahoma, between the dates of December 4 and December 6, 2023, inclusive, between the hours of 8:00 a.m. and 5:00 p.m.

BE IT FURTHER RESOLVED, that contesting of candidacy shall take place in the office of the Mayes County Election Board in Pryor Creek, Oklahoma, until 5:00 p.m. December 8, 2023.

Registered qualified voters residing within the corporate limits of the City of Pryor Creek, Oklahoma, shall be eligible to vote in their regular polling place between the hours of 7:00 a.m. and 7:00 p.m. on the dates listed above.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this 17th day of October 2023.

Zac Doyle, Mayor

ATTEST:

Courtney Davis, City Clerk

Chase McBride, City Attorney