

**NOTICE & AGENDA
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, MAY 21ST, 2024 AT 6:00 P.M.**

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

1. Call to Order, Prayer, Pledge of Allegiance, Roll Call.
2. Petitions from the Audience. (Limited to 5 minutes, must request in advance.)
 - a. Approve Mayor to sign a proclamation declaring May 23rd, 2024 as Gene Beck Day. ☐
3. 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 May 7th, 2024 Council meeting. ☐
 - b. Approve payroll purchase orders through May 24th, 2024.
 - c. Approve claims for purchase orders through May 21st, 2024.
 - d. Accept the resignation of Nicholas Harris from the Hotel/Motel Tax Allocation Board as of May 7th, 2024.
 - e. Approve disposal of city records according to City of Pryor Creek Retention Policy. ☐
 - f. Approve amending the City of Pryor Creek Policy and Procedures Manual. ☐
 - g. Approve American Legal Publishing to perform a recodification on the City's Code Book. ☐
 - h. Approve an expenditure in the amount of \$10,345.50 to UpCurve Cloud for the GSuite Basic Annual License subscription from May 12th, 2024 – May 11th, 2025, from General Software Account #02-201-5260. ☐
 - i. Approve Mayor to sign the SRO contract between the City of Pryor Creek and Pryor Public Schools for 2024-2025. ☐
 - j. Approve accepting a donation from MESTA of a 2008 Sterling Bullet ambulance, VIN#3F6WJ66A38G352880. This will be used to support the Pryor Creek Police Department search warrant team.
 - k. Approve the Pryor Police Department to surplus the evidence vault from the old Police Department, which is of no value at the new Police Department, and donate it to the Talala Police Department at their request. ☐
 - l. Approve an expenditure in the amount of \$46,378.00 to Bill Knight Ford for a Ford F-150 to be paid from Fire - Cherokee Nation Contributions Account #96-965-5535. This purchase will replace FD-2 and move the current FD-2 to Support 1. ☐
 - m. Approve the Park Department to accept applications for a full-time employee to replace an employee retiring June 28th, 2024.
4. Mayor's Report: (These are items possibly requiring discussion and action.)
 - a. Discussion and possible action requiring a two week interval between the presentation of the final budget to City Council and final approval of the budget by City Council. Any substantial change(s) to the final budget will require a minimum of one week to consider all changes before voting to approve.
 - b. Discussion and possible action requiring the Police Department to seek bids for oil changes and routine maintenance from local garages and service centers on a yearly basis. Bids will be sealed and opened during a regular City Council meeting. Bids will be due before the annual budget is completed.
5. City Attorney's Report: (Items possibly needing action on requests or recommendations.)
 - a. First reading of an Ordinance pertaining to amending Title 3, Chapter 2A, Section 7 regarding Mobile Food Services "Restrictions on Location as to Time" by repealing said Section 7 of Title 3, Chapter 2A; and providing for repealer and severability. ☐
 - b. First reading of an Ordinance pertaining to a minimum charge for use of debit/credit cards for payment of city fees/costs/charges. ☐
 - c. First reading of an Ordinance pertaining to amending firework regulations. ☐
 - d. First reading of an Ordinance pertaining to changing and amending zoning classification from "RD" (Residential Duplex) TO "CG" (Commercial General) of the property described as follows: ☐

The West 75 feet of Lot Fifteen (15), Block Nine (9) in the Original Town of Pryor Creek, Mayes County, State of Oklahoma, according to the U.S. Government Survey and Plat thereof. (101 N. Mill)
 - e. Discussion and possible action regarding a resolution revising and establishing fees to be assessed and set forth in City Code Book "Appendix A" regarding cemetery fees under public ways and property under Title 7, Chapter 6, Section 4 of the City Code. Previously approved by Council on April 17th, 2018. ☐

- f. Possible Executive Session pursuant to 25 O.S. 307(B) (4) of the Oklahoma Open Meeting Act for the purpose of confidential communications with attorney regarding pending police grievance and arbitration entitled *Mayes County Fraternal Order of Police, Lodge No 116 and Dillion Hamil v The City of Pryor Creek*.
 - g. Consider resuming regular session. No action taken during Executive Session.
 - h. Possible action based on Executive Session pursuant to 25 O.S. 307(B) (4) of the Oklahoma Open Meeting Act for the purpose of confidential communications with attorney regarding pending police grievance and arbitration entitled *Mayes County Fraternal Order of Police, Lodge No 116 and Dillion Hamil v The City of Pryor Creek*.
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
 - b. Ordinance and Insurance
 - c. Street and Maintenance
7. **Unforeseeable Business.** (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
8. **Adjourn.**

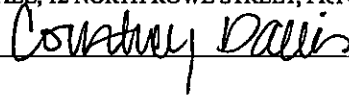
PRYOR PUBLIC WORKS AUTHORITY

- 1. Call to Order.
- 2. Approve minutes of the May 7th, 2024 meeting.
- 3. **Unforeseeable Business.** (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
- 4. **Adjourn.**



FILED MAY 16TH, 2024 AT 5:00 P.M. BY MAYOR ZAC DOYLE.

POSTED ON THE BULLETIN BOARD AT CITY HALL, 12 NORTH ROWE STREET, PRYOR CREEK, OKLAHOMA, MAY 16TH, 2024 AT 5:00 P.M. BY CITY CLERK COURTNEY DAVIS.




PROCLAMATION

Gene Beck Day

May 23, 2024

WHEREAS, Beck served 21 years on active duty in the United States Marine Corps, earning the rank of 1st Sergeant; and

WHEREAS, Beck enlisted in the Marine Corps in June of 1966 and graduated from Marine Corps Recruiting Depot San Diego before being deployed to Vietnam in April of 1967; and

WHEREAS, in Vietnam, Beck played a crucial role as an advisor in the Marine Corps Combined Action Program, leading teams to identify and neutralize enemy activity while assisting villages with farming methods and militia combat training; and

WHEREAS, Beck's innovative tactics ensured the safety and prosperity of the areas and villages his platoon liberated, despite hostile conditions; and

WHEREAS, upon returning to the United States, Beck served as a Weapons, Tactics, and Counter Guerrilla Warfare instructor at Camp Pendleton, followed by roles in Marine Reconnaissance and Drill Instruction; and

WHEREAS, despite a life-threatening accident in Canada, Beck made a remarkable recovery and continued to mentor aspiring Marines and support law enforcement in Pryor; and

WHEREAS, Beck's unwavering commitment to community, his love for cats, and dedication to physical fitness made him a revered figure in Pryor and beyond;

NOW, THEREFORE, BE IT PROCLAIMED, BY THE MAYOR AND CITY COUNCIL OF PRYOR CREEK, that this Council, for and on behalf of the people of Pryor Creek, does hereby declare May 23, 2024 to be "Gene Beck Day" in the City of Pryor Creek.

On this day, let us honor and celebrate the life, achievements, and enduring legacy of Gene Beck. Let us reflect on his bravery, his dedication to service, and his contributions to our nation and community.

I urge all citizens to join in this celebration and to recognize the profound impact that Gene Beck has had on our lives and the lives of so many others.

Zac Doyle, Mayor

Attest:

Courtney Davis, City Clerk

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, MAY 7TH, 2024 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 Kenneth Brashears. Roll Call was conducted by City Clerk Courtney Davis. Council members present included Terry Lamar, Choya Shropshire, Lori Bradshaw, Kenneth Brashears, Tyler Brown, Charles Tramel, Chris Gonthier and Bruce Smith. Members absent: none.

Department Heads and other City Officials present: Chase McBride, Jeremy Cantrell, Justin Couch, Kevin Tramel, Becki Sams-Benham, BK Young, Frank Powell, Buddy Glenn, Dennis Bowman, Johnny Janzen and Mike Moore.

Others present: Gilbert Graybill, Autumn Graybill, Kemmie Shropshire, Marshel Morrison and Drew Stott.

Mayor moved to the Mayor's Report

5. MAYOR'S REPORT

(These are items possibly requiring discussion and action.)

a. Swearing in of Choya Shropshire to Ward 1 Council Seat, Chris Gonthier to Ward 4 Council Seat, Kenneth Brashears to Ward 2 Council Seat and Tyler Brown to Ward 3 Council Seat, terms expiring 2026. *(Scrivener's error: Council members Choya Shropshire, Ward 1 and Chris Gonthier, Ward 4 were not included in the agenda.)*

No action taken. Clerk administered oaths to Choya Shropshire, Kenneth Brashears, Tyler Brown and Chris Gonthier.

Mayor moved back to the regular agenda.

2. PETITIONS FROM THE AUDIENCE:

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

Drew Stott petitioned the Council to allow citizens to more easily place items on the agenda or otherwise make sure their concerns are addressed.

3. DEPARTMENT HEAD REPORTS.

a. Building Inspector

No report.

b. Emergency Management

Janzen reported they sent ambulances to Barnsdall to assist with their storm recovery. He also stated that they have received approval for a Hazard Mitigation Plan Grant. He stated that they are beginning work on the plan now and expect it to be complete in 2025.

c. Fire

Young reported that they are seeing lots of kids come through for tours as the school year ends. He also stated that they will begin testing fire hydrants soon.

d. Golf

Bowman reported many recent successful tournaments, including U.S. Kids Tournament, 4A Regional Girls Tournament, 5A Regional Boys Tournament, Brown & Brown's Special Olympics Tournament, and Pryor Main Street's Cinco de Mayo Tournament. He also stated that they hope to purchase new bridges and complete work on their cart paths soon.

e. Library

Rerat provided a written report and library use statistics to Council via email. She reported that they are preparing for the upcoming Summer Reading Program and they expect around 700 participants. She also stated that the Author Roundup event was a great success with around 100 attendees.

f. Parks / Cemetery

Powell reported that May is a busy month for the department as they prepare for Memorial Day and the Splash Pad opening. He stated that they have one remaining pour for the Skate Park pad before the equipment will be installed.

g. Police / Animal Shelter

Cantrell reported that they responded to 1,600 calls in April. He also stated that they handled a false alarm at Roosevelt School, a Walmart Peeping Tom case and served two Internet Crimes Against Children (ICAC) search warrants. He stated that they expect to see an increased workload as they work the Main Street events scheduled this summer.

Sams-Benham reported that the Spring Adoption Fling event was a success, resulting in 11 adoptions and around \$700 in donations. She also stated that they currently have 43 dogs, 28 cats in kennels and eight open room cats.

h. Recreation Center

Moore reported that they have gained 114 new memberships and 46 Cherokee Nation memberships for a total of 1,639 members. He also stated that they have recently performed employee training for injury reporting with Lisa Malone and another for Active Shooters with Jeremy Cantrell. Moore stated that they have added some new classes and will be expanding family swim hours at the end of the month.

i. Street

Glenn reported that they recently completed another concrete pour for the skate park and only have one more until the pad is complete. He also stated that they have made repairs on Gaither Road and Bailey Street, and are currently working on Clayton Road. Glenn stated that they are mowing, weedeating and spraying for weeds as the weather allows. He also stated that Dunham’s Asphalt will be back next week to complete work on the alleyways.

j. City Clerk

Davis reported that the department has been making updates to Community Development procedures as well as updating the website and correcting some errors found in City Code. She also stated that she has closed March’s financials, launched a new Cemetery software and has almost finished implementing DigiTickets. Davis stated that the office received \$16,000 in court revenue in April.

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 April 16th, 2024 Council meeting.
- b. Approve payroll purchase orders through May 10th, 2024.
- c. Approve claims for purchase orders through May 7th, 2024.

FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL	2320232726 - 2320232733	\$74,858.02
STREET & DRAINAGE	911419B - 2320232660	\$158,496.55
CEMETERY CARE FUND	2320232596	\$2.50
GOLF COURSE	2320232533 - 2320232689	\$34,604.96
CAPITAL OUTLAY	2320232525 - 2320232574	\$18,875.15
REAL PROPERTY ACQUISITION RES.	2320232588 - 2320232732	\$6,550.00
RECREATION CENTER	2320232547 - 2320232694	\$29,720.40
P.P.W.A. SINKING FUND	2320232438	\$17,203.00
E-911	2320232564	\$421.30
DONATIONS AND EARMARKED	2320232571 - 2320232712	\$22,825.80
EDTA	2320232658 - 2320232644	\$7,665.00
TOTAL		\$371,222.68
BLANKETS		
911454B	PRYOR ASPHALT, LLC	\$5,000.00
911455B	HARRELL'S	\$15,034.40
TOTAL		\$20,034.40

- d. Approve appointing Jason Dickinson to Hotel / Motel Tax Allocation Board Seat #1, term expiring 4/30/2026.
- e. Approve appointing Adam Anderson to Personnel Board Seat #1, term expiring 5/6/2030.
- f. Approve allowing the EDTA to temporarily utilize a space on the second floor of the Graham Community Center for the purpose of event planning at no cost.
- g. Approve appointing Travis Mileur to Planning & Zoning Commission Seat #6, term expiring 9/30/2026.
- h. Approve closing the alley alongside the Graham Community Building and the entrance to the parking lot between WeStreet Bank and Moonlite Dance Studio on August 8th, 2024 from 10:00 a.m. to 4:00 p.m. for Moonlite Dance Studio's Community Block Party.
- i. Approve declaring surplus six iPads (Inventory numbers: 04608, 04604, 04607, 04467, 04605, 04606) originally purchased for Council use. They will be destroyed and properly disposed of for security purposes.
- j. Approve disposal of city records according to City of Pryor Creek Retention Policy.
- k. Approve increasing lifeguard pay from \$13.00 per hour to \$15.00 per hour. This increase was budgeted and will be paid from Aquatic Salaries Temp Account #84-846-5018.
- l. Approve an expenditure in the amount of \$6,624.64 to Pryor Chevrolet Buick GMC for invoice #6030873 regarding repairs made to Unit 116 (2018 Ford Explorer, VIN: 9555) to be paid from Police Vehicle Maintenance Account #02-215-5092. A claim was submitted to OMAG and awarded in the amount of \$7,276.53 deposited into Police Vehicle Maintenance Account #02-215-5092 to pay repair costs.
- m. Approve an expenditure in the amount of \$3,500.00 to Central Technology Center Sapulpa for a CLEET academy to be paid from Police Capital Outlay Account #44-445-5418.
- n. Approve Mayor to sign the SRO contract between the City of Pryor Creek and Pryor Public Schools for 2024-2025.
- o. Approve an expenditure in the amount of \$17,203.00 to Muskogee Communications for Invoice #2024-0174 regarding the antenna system and power equipment for the new repeater to be paid from P.P.W.A. Bond Account #87-875-5428. This purchase was previously approved at the June 16th, 2020 City Council meeting.
- p. Approve an expenditure in the amount of \$90,725.00 to Envision Civil Contractors for Salt Creek Branch Phase 2 Pay App #2 to be paid from Street & Drainage Projects Account #14-145-5092.
- q. Approve an expenditure in the amount of \$58,980.75 to Key Maintenance for Salt Branch South Tributary Ditch Repair Pay App #3 to be paid from Street & Drainage Projects Account #14-145-5092.
- r. Approve an expenditure in the amount of \$11,150.00 to Town Square Building Codes for final inspections of the West 530 Apartments from Community Development Salaries Account #02-203-5011. PCO Holdings has already paid for these inspections.
- s. Approve the Pryor Creek Police Department to secure three fully equipped Chevy Tahoes at state contract pricing. The vehicles are currently in production to be completed in July or August and will be purchased on a five-year lease. Approximate final cost per vehicle is \$80,000.00 for a total cost of \$240,000.00; the expected lease payment will be approximately \$4,500.00 per month.

Motion was made by Gonthier, second by Shropshire to approve the consent agenda less item a, j, l, m, n, o, p, q, r and s. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Brown, Tramel, Gonthier and Smith. Voting no: none.

4a. Approve minutes of the April 16th, 2024 Council meeting.

Motion was made by Shropshire, second by Gonthier to approve minutes of the April 16th, 2024 Council meeting. Voting yes: Shropshire, Bradshaw, Tramel, Gonthier, Smith and Lamar. Abstaining, counting as a no vote: Brashears and Brown. Voting no: none.

4j. Approve disposal of city records according to City of Pryor Creek Retention Policy.

Motion was made by Lamar, second by Shropshire to approve disposal of city records according to the City of Pryor Creek Retention Policy. Voting yes: Bradshaw, Brashears, Brown, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

4l. Approve an expenditure in the amount of \$6,624.64 to Pryor Chevrolet Buick GMC for invoice #6030873 regarding repairs made to Unit 116 (2018 Ford Explorer, VIN: 9555) to be paid from Police Vehicle Maintenance Account #02-215-5092. A claim was submitted to OMAG and awarded in the amount of \$7,276.53 deposited into Police Vehicle Maintenance Account #02-215-5092 to pay repair costs.

Motion was made by Gonthier, second by Brown to approve an expenditure in the amount of \$6,624.64 to Pryor Chevrolet Buick GMC for invoice #6030873 regarding repairs made to Unit 116 (2018 Ford Explorer, VIN: 9555) to be paid from Police Vehicle Maintenance Account #02-215-5092. A claim was submitted to OMAG and awarded in the amount of \$7,276.53 deposited into Police Vehicle Maintenance Account #02-215-5092 to pay repair costs. Voting yes: Brashears, Brown, Tramel, Gonthier, Smith, Lamar, Shropshire and Bradshaw. Voting no: none.

4m. Approve an expenditure in the amount of \$3,500.00 to Central Technology Center Sapulpa for a CLEET academy to be paid from Police Capital Outlay Account #44-445-5418.

Motion was made by Gonthier, second by Shropshire to approve an expenditure in the amount of \$3,500.00 to Central Technology Center Sapulpa for a CLEET academy to be paid from Police Capital Outlay Account #44-445-5418. Voting yes: Brown, Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none.

4n. Approve Mayor to sign the SRO contract between the City of Pryor Creek and Pryor Public Schools for 2024-2025.

Motion was made by Shropshire, second by Gonthier to approve Mayor to sign the SRO contract between the City of Pryor Creek and Pryor Public Schools for 2024-2025. Motion was amended by Shropshire, second by Gonthier to table the item until May 21st, 2024 Council meeting. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears and Brown. Voting no: none.

4o. Approve an expenditure in the amount of \$17,203.00 to Muskogee Communications for Invoice #2024-0174 regarding the antenna system and power equipment for the new repeater to be paid from P.P.W.A. Bond Account #87-875-5428. This purchase was previously approved at the June 16th, 2020 City Council meeting.

Motion was made by Shropshire, second by Brashears to approve an expenditure in the amount of \$17,203.00 to Muskogee Communications for Invoice #2024-0174 regarding the antenna system and power equipment for the new repeater to be paid from P.P.W.A. Bond Account #87-875-5428. This purchase was previously approved at the June 16th, 2020 City Council meeting. Voting yes: Gonthier, Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown and Tramel. Voting no: none.

4p. Approve an expenditure in the amount of \$90,725.00 to Envision Civil Contractors for Salt Creek Branch Phase 2 Pay App #2 to be paid from Street & Drainage Projects Account #14-145-5092.

Motion was made by Gonthier, second by Shropshire to approve an expenditure in the amount of \$90,725.00 to Envision Civil Contractors for Salt Creek Branch Phase 2 Pay App #2 to be paid from Street & Drainage Projects Account #14-145-5092. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown, Tramel and Gonthier. Voting no: none.

Recess from 7:53 p.m. to 8:02 p.m.

4q. Approve an expenditure in the amount of \$58,980.75 to Key Maintenance for Salt Branch South Tributary Ditch Repair Pay App #3 to be paid from Street & Drainage Projects Account #14-145-5092.

Motion was made by Gonthier, second by Brown to approve an expenditure in the amount of \$58,980.75 to Key Maintenance for Salt Branch South Tributary Ditch Repair Pay App #3 to be paid from Street & Drainage Projects Account #14-145-5092. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Brown, Tramel, Gonthier and Smith. Voting no: none.

4r. Approve an expenditure in the amount of \$11,150.00 to Town Square Building Codes for final inspections of the West 530 Apartments from Community Development Salaries Account #02-203-5011. PCO Holdings has already paid for these inspections.

Motion was made by Gonthier, second by Smith to approve an expenditure in the amount of \$11,150.00 to Town Square Building Codes for final inspections of the West 530 Apartments from Community Development Salaries Account #02-203-5011. PCO Holdings has already paid for these inspections. Voting yes: Shropshire, Bradshaw, Brashears, Brown, Tramel, Gonthier, Smith and Lamar. Voting no: none.

4s. Approve the Pryor Creek Police Department to secure three fully equipped Chevy Tahoes at state contract pricing. The vehicles are currently in production to be completed in July or August and will be purchased on a five-year lease. Approximate final cost per vehicle is \$80,000.00 for a total cost of \$240,000.00; the expected lease payment will be approximately \$4,500.00 per month.

Motion was made by Bradshaw, second by Shropshire to approve the Pryor Creek Police Department to secure three fully equipped Chevy Tahoes at state contract pricing. The vehicles are currently in production to be completed in July or August and will be purchased on a five-year lease. Approximate final cost per vehicle is \$80,000.00 for a total cost of \$240,000.00; the expected lease payment will be approximately \$4,500.00 per month. Voting yes: Bradshaw, Brashears, Brown, Tramel, Smith, Lamar and Shropshire. Voting no: Gonthier.

5. MAYOR'S REPORT

(These are items possibly requiring discussion and action.)

b. Discussion and possible action regarding the financial stability of the city to determine if the hiring freeze should be amended to responsibly hire a part-time Animal Control Officer, which is a budgeted position. (Scrivener's error: item should read "Discussion and possible action regarding the financial stability of the city to determine if the hiring freeze should be amended to responsibly hire.")

Motion was made by Gonthier, second by Smith to table taking action regarding the financial stability of the city to determine if the hiring freeze should be amended to responsibly hire. Motion was amended by Gonthier, second by Smith to table action regarding the financial stability of the city to determine if the hiring freeze should be amended to responsibly hire until the June 18th, 2024 Council meeting. Voting yes: Gonthier and Smith. Voting no: Brashears, Brown, Tramel, Lamar, Shropshire and Bradshaw. Motion failed.

Motion was made by Brown, second by Bradshaw to amend the hiring freeze to allow new hires with approval of the Council. Voting yes: Brown, Lamar, Shropshire, Bradshaw and Brashears. Voting no: Tramel, Gonthier and Smith.

c. Discussion and possible action to allow the animal shelter to hire a temporary employee through Express, which is already budgeted. (Scrivener's error: agenda read "part-time".)

Motion was made by Lamar, second by Bradshaw to allow the animal shelter to hire a temporary employee through Express, effective immediately. Voting yes: Lamar, Shropshire, Bradshaw, Brashears and Brown. Voting no: Tramel, Gonthier and Smith.

d. Discussion and possible action to allow the City Clerk's office to fill the Deputy Clerk position left vacant on September 5th, 2023.

Motion was made by Shropshire, second by Lamar to allow the City Clerk's office to fill the Deputy Clerk position left vacant on September 5th, 2023. Motion was amended by Shropshire, second by Lamar to fill the position with a temporary employee through Express at 40 hours per week. Voting yes: Lamar, Shropshire, Bradshaw and Brown. Voting no: Gonthier, Smith, Brashears and Tramel. Mayor broke the tie with a yes vote, motion passed.

6. CITY ATTORNEY’S REPORT:

a. Possible Executive Session pursuant to 25 O.S. 307(B) (4) of the Oklahoma Open Meeting Act for the purpose of confidential communications with attorney regarding pending police grievance and arbitration entitled Mayes County Fraternal Order of Police, Lodge No 116 and Dillion Hamil v The City of Pryor Creek.

b. Consider resuming regular session. No action taken during Executive Session.

c. Possible action based on Executive Session pursuant to 25 O.S. 307(B) (4) of the Oklahoma Open Meeting Act for the purpose of confidential communications with attorney regarding pending police grievance and arbitration entitled Mayes County Fraternal Order of Police, Lodge No 116 and Dillion Hamil v The City of Pryor Creek.
Motion was made by Gonthier, second by Brashears to no action regarding the Executive Session. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Brashears, Brown, Tramel and Gonthier. Voting no: none.

d1. Enter Public Hearing

Zoning Change for: Jared Gates

The West 75 feet of Lot Fifteen (15), Block Nine (9) in the Original Town of PRYOR CREEK, Mayes County, State of Oklahoma, according to the U.S. Government Survey and Plat thereof. (101 N Mill)

The current zoning is RD (Residential Duplex). Applicant is requesting the zone to be changed to CG (Commercial General) for a commercial lot to place a mobile food truck.
Council entered Public Hearing at 10:14p.m.

d2. Exit Public Hearing.

Council exited Public Hearing at 10:16p.m.

e. Discussion and possible action regarding the application (Jared Gates) for a zoning change - (Legal as read above).

Motion was made by Lamar, second by Gonthier to approve the application (Jared Gates) for a zoning change - (Legal as read above). Voting yes: Brown, Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Brashears. Voting no: none.

f. Discussion and possible action regarding an amendment to the collective bargaining agreement between the City of Pryor Creek and FOP Lodge No. 116.

Motion was made by Shropshire, second by Lamar to approve an amendment to the collective bargaining agreement between the City of Pryor Creek and FOP Lodge No. 116. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Bradshaw and Brashears. Abstaining, counting as a no vote: Brown. Voting no: none.

7. 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, May 14th.

b. Ordinance and Insurance

Gonthier reported that a special meeting will be scheduled Thursday, May 23rd.

c. Street

Lamar reported that the next meeting will be Tuesday, May 28th.

8. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

9. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 10:21 p.m.

2. APPROVE MINUTES OF THE APRIL 16TH, 2024 MEETING.

Motion was made by Shropshire, second by Brown to approve the minutes of the April 16th, 2024 meeting. Voting yes: Smith, Lamar, Shropshire, Bradshaw, Tramel and Gonthier. Abstaining, counting as a no vote: Brashears and Brown. 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 Gonthier, second by Brashears to adjourn. Voting yes: Lamar, Shropshire, Bradshaw, Brashears, Brown, Tramel, Gonthier and Smith. Voting no: none.

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

MINUTES WRITTEN BY CITY CLERK COURTNEY DAVIS

Title	Date
Direct Deposit Forms	2003-2010
Employee Maintenance	2016
Employee Maintenance	2017
OK Employment Statistics Report	2017
OESC Occupational Employment Report	2015
FMLA Forms	2009
FMLA Forms	2012
Community Care Documents	2019-2017
Ameribank Insurance Renewal Proposals	2013
Courtside Benefits Group Expired	2017
Deltal Dental	2011
5 Star Insurance	2011
Humana	2009
Coordination of benefits	2009
Work Comp Claims Analysis	2003-2009
Work Comp Renewals	2005-2010
Compsource Contractor Notice and Agreement	2009-2010
NCCI Reports	2006-2018
Leave Reports	1999-2018
OESC Occupational Employment Report	2009
Unemployment Claims	2020
ACA Forms	2015-2019
W2 Forms	2004-2019
COBRA	2010
Council Sign-in Sheets	2009-2018
Summary 300 Reports	2010-2018
COBRA	2009
COBRA	2008
COBRA	2007
ADP Expired	2013
COBRA	2015
COBRA	2016
Insure OK	2015
Insure OK	2016
Symetra	2012-2015
United Health	2017-2018
Benefits Proposal	2018
Benefits Renewal	2018
Benefit Renewal	2017
Payroll	2017
Payroll	2018
Pryor Creek Music Festival Agreements	2012-2018

DAV Agreements	2014-2018
Kolker&Kolker Proposals	1990-2018
Agreements for Funding	1999-2018
KC Flight Formation Team Agreement	2018
Kubota Center Agreement	2015
Lakota Group Implementation Agreements	2015-2018
Marketing Alliance Agreement	2014
Recreation Facility Use Agreements	2010
Cemetery Bids	2007-2015
Fire Insurance Proposals	2008-2018
Golf Irrigation Lease	2005-2012
OMAG Claims	2010-2018
Form 1099's	2011-2018
Daily Deposits	2018
Financials	2013-2014
Donations	2013-2017
Accounts Payable	2018
Applications	2020-2021

CITY OF PRYOR CREEK

Personnel Policy and Procedure Manual



??, 2024

CITY OF PRYOR CREEK

Chapter 1: Structure of the Human Resource Program	8
1-1: Purpose	8
1-2: Discrimination	8
1-3: Applicability	12
1-4: Contract Disclaimer	12
1-5: Compliance with Policy and Procedure Manual	12
1-6: Department Heads and Supervisors	12
1-7: Distribution of Manual	12
1-8: Maintenance/Revision of Manual	12
Chapter 2: Pay Plan & Salary Administration	13
2-1: Purpose	13
2-2: Probation Period	13
2-3: Effective Dates of Salary Increases	13
2-4: Standard Work Week	13
2-5: Classification of Work	13
2-6: Overtime	14
2-7: Payroll Time Sheets	14
2-8: Longevity Pay	14
Chapter 3: Employee Performance Evaluation	15
3-1: Purpose	15
3-2: Procedure	16
3-3: Categories Subject to Evaluation	16
3-4: Performance Ratings	16
3-5: Pay Increase	17
Chapter 4: Procedure for Filling Job Vacancy	17
4-1: Personnel Requisition	17
4-2: Job Posting	17
4-3: Applications	17
4-4: Minimum Age	18
4-5: Applications by City Employees/Transfers	18
4-6: Disqualification	19
4-7: Medical Examination	19

4-8: Police and Fire Department Applicants	20
4-9: Relatives Within a Department/Nepotism	20
Chapter 5: Appointment	20
5-1: Loyalty Oath	20
5-2: Beginning Wage	20
5-3: Probationary Period	20
5-4: Promotions	21
5-5: Classified Employees	21
5-6: Probationary Employees	21
5-7: Part-Time Employees	21
5-8: Temporary Employees	21
5-9: Independent Contractors	21
5-10: Re-Employment	21
Chapter 6: Separation	22
6-1: Designation	22
6-2: Layoff	22
6-3: Death	22
6-4: Retirement	22
6-5: Discharge	22
6-6: Reduction in Force	23
6-7: Final Check	23
6-8: City Issued Uniforms, Property, and Reimbursements to the City	23
Chapter 7: Seniority and Layoffs	23
7-1: Definition	23
7-2: Termination of Seniority	23
7-3: Layoff/Recall	24
Chapter 8: Hours of Work	24
8-1: Definition	24
Chapter 9: Work Rules	24
Chapter 10: Vacations	25
10-1: Vacations of Classified Employees	25
10-2: Scheduling Vacations	25
10-3: Vacation Computation	25

10-4: Holidays During Vacation	26
10-5: Exempt Employees	26
Chapter 11: Holidays	26
11-1: Eligibility	26
11-2: Schedule	26
11-3: Provisions	27
Chapter 12: Leave of Absence	27
12-1: Disability Leave	27
12-2: Maternity Leave	27
12-3 Inclement Weather	27
12-4: Leave Without Pay	27
12-5: Absence Without Leave	28
12-6: Voting Time	28
12-7: Jury Leave	28
12-8: Bereavement Leave	28
12-9: Military Service	29
12-10: Military Reserve Training	29
Chapter 13: Sick Leave and Medical Leave	30
13-1 Accumulation of Sick Leave	30
13-2: Qualifying and Reporting	30
13-3: Uses of Sick Leave	31
13-4: Termination and Sick Leave	31
13-5: Advancing Sick Leave	31
13-6: Immediate Family	31
13-7: Explanation	32
13-8: Leave Sharing Program	32
Chapter 14: On the Job Injuries and Injury Leave	33
14-1: Reporting Injuries	33
14-2: Temporary Total Disability Benefits	34
14-3: Definition of Injury	34
14-4: Provisions	34
14-5: Physical Examinations	34
14-6: Claim - Discharge of Employee	34

Chapter 15: Safety	35
15-1: Policy	35
15-2: Employee Right to Know Hazardous Communication Policy	35
Chapter 16: Vehicle Accidents	36
16-1: Reporting Accidents	36
Chapter 17: Personnel Records	37
17-1: Official Records	37
17-2: Viewing Records	37
17-3: Changes	37
17-4: Personnel Inquiries	37
17-5: Personnel Information	37
Chapter 18: Conduct Discipline Process	38
18-1: Purpose	38
18-2: Policy	38
18-3: Definitions	38
18-4: Procedure for Implementing Disciplinary Action	39
18-5: Policy Infractions	40
18-6: Appeal of Disciplinary Action	41
Chapter 19: Employee Conduct and Relations	41
19-1: News Media and Press Releases	41
19-2: Working Hours	41
19-3: Work Attendance	41
19-4: Clock-In/Clock-Out	42
19-5: Non-Exempt Employees	42
19-6: Exempt Employees	43
19-7: Breaks	43
19-8: Outside Employment	43
19-9: Financial Interest	43
19-10: Political Activity	44
19-11: Whistle Blowing Policy	44
19-12: Financial Responsibility	44
19-13: Harassment	44
Chapter 20: Out of Town Travel & Training Policy	44

20-1: Policy	44
20-2: Procedures for Requests for Travel	45
20-3: Advanced Expenses	45
20-4: Authorized Expenses and Reimbursements	45
20-5: Time Limits of Requests for Reimbursement	47
Chapter 21: City Equipment	47
21-1: Vehicles and Equipment	47
21-2: City Owned Vehicle Use - Commuting Value Rule	47
21-3: Driver's License Requirement	48
21-4: Safe Operation	48
21-5: Radios	48
21-6: Vehicle Warning Lights	49
21-7: Equipment and Vehicle Inspections	49
21-8: Maintenance of City Vehicles	49
21-9: Personal Vehicle Utilized in the Course of Employment	49
Chapter 22: Miscellaneous Provisions	50
22-1: Retirement Plan	50
22-2: Retirement Age	50
22-3: Group Health, Dental and Life Insurance Plans	50
22-4: Direct Deposit	51
22-5: Employee Discounts	51
Chapter 23: Education Incentive	51
23-1: Policy	51
23-2: Reimbursement Requirements	52
Appendix: Attachments, Forms, and Supplementary Documents	53
Attachment 1: Distribution of Policy and Procedure Manual	54
Attachment 2: City Equipment Check-out List	55
Attachment 3: Performance Review	56
Attachment 4: Personnel Requisition Form	60
Attachment 5: Nepotism Chart	61
Attachment 6: Supplemental Data Sheet	62
Attachment 7: Separation Report	63
Attachment 8: Time Adjustment Request	64

Attachment 9: Employees Report of Injury	65
Attachment 10: Supervisors Accident Investigation Report	67
Attachment 11: Damages to City Property Report	69
Attachment 12: Voluntary Statement	70
Attachment 13: Notice of Reprimand	71
Attachment 14: Corrective Disciplinary Report	72
Attachment 15: Travel and Training Request	73
Attachment 16: Travel/Training Expense Voucher	3
Attachment 17: Release Form	4
Attachment #18: Resolution 92-10	5
Attachment #19: Complaint Form	6

Chapter 1: Structure of the Human Resource Program

1-1: Purpose

The Mayor and Council of the City of Pryor Creek determine the policies which will govern the operations of the City. Since the City Charter is the organic law of the City of Pryor Creek that may only be changed by a vote of the citizens of Pryor Creek, nothing in this manual may be counter to the City Charter. The City Charter takes precedence over any portions of this manual that may be in conflict with the City Charter.

The rules and regulations contained herein are set forth to establish sound and consistent employment practices, which will add to the efficiency and economy of the City while providing an equitable base from which to promote merit and standardize and equate compensation.

The City of Pryor Creek is considered an "Employment-At-Will" employer (see Chapter 6-5 and Chapter 18).

Policies and procedures are not intended to be inflexible. Therefore, it is expected that amendments and revisions will be made whenever they are necessary to ensure more effective administration (see Chapter 1-7).

The City of Pryor Creek, in compliance with all applicable Federal and State laws and regulations, does not discriminate in employment because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, or genetic information in the recruiting, hiring, training, and promotion of all positions within the City. Further, the City will not tolerate harassment by managers, coworkers, or others in the workplace because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, or genetic information. City management is committed to equal treatment of all employees, including equal treatment in compensation, benefits, transfers, tuition assistance, demotions, terminations, layoffs, and recalls.

The City of Pryor Creek complies with the Americans with Disability Act (ADA). It is the City's policy not to discriminate against qualified individuals who have disabilities. The City also makes every effort to provide reasonable accommodations to qualified applicants and employees with disabilities as required by law.

1-2: Discrimination

The City of Pryor Creek, in compliance with all applicable Federal and State laws and regulations, does not discriminate in employment because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, or

genetic information in the recruiting, hiring, training, and promotion of all positions within the City. Further, the City will not tolerate harassment by managers, coworkers, or others in the workplace because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, or genetic information. City management is committed to equal treatment of all employees, including equal treatment in compensation, benefits, transfers, tuition assistance, demotions, terminations, layoffs, and recalls.

The City of Pryor Creek complies with the Americans with Disability Act (ADA). It is the City's policy not to discriminate against qualified individuals who have disabilities. The City also makes every effort to provide reasonable accommodations to qualified applicants and employees with disabilities as required by law.

In using and administering federal grant funds, the City of Pryor Creek may not discriminate against any person on the basis of the person's race, color, national origin, sex, religion, disability or age, or retaliate against any person for having engaged in protected activity. In addition to these, subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity.

By virtue of receiving federal grant funding, the DAC, including its employees, contractors and subrecipients, of which Pryor Creek is one, must comply with the following federal civil rights laws and regulations:

- Title VI of the Civil Rights Act (Title VI) of 1964, *as amended*, prohibiting discrimination in federally assisted programs based on race, color, and national origin in the delivery of services or benefits;
- Section 504 of the Rehabilitation Act (Section 504) of 1973, *as amended*, prohibiting discrimination in federally assisted programs based on disability both in employment and in the delivery of services or benefits;
- Age Discrimination Act (Age Act) of 1975, *as amended*, prohibiting discrimination in federally assisted programs based on age in the delivery of services or benefits;
- Executive Order 13,559 and the DOJ implementing regulation, Partnerships with Faith-Based and Other Neighborhood Organizations prohibiting discrimination in federally assisted social service programs based on religion in the delivery of services or benefits;
- Title II of the Americans with Disabilities Act of 1990, *as amended*, prohibiting discrimination based on disability both in employment and in the delivery of services or benefits;
- Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, *as amended*, prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, and religion;
- Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, *as amended*, prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, and religion;

- Victims of Crime Act (VOCA) of 1984, *as amended*, prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, religion, and disability; and
- Violence Against Women Act (VAWA) of 1994, *as amended*, prohibiting discrimination in programs either funded under the statute or administered by the Office on Violence Against Women, both in employment and in the delivery of services or benefits, based on actual or perceived race, color, national origin, sex, religion, disability, sexual orientation, and gender identity.

A person who thinks he or she has been subject to discriminatory or retaliatory conduct should file a complaint alleging such as soon as possible after the first date an alleged act of discrimination or retaliation occurred and no later than one hundred eighty (180) calendar days after the last date an alleged act of discrimination or retaliation has occurred. A person complaining of discrimination under the Omnibus Crime Control and Safe Streets Act or the Violence Against Women Act must file a complaint within one year from the last act of alleged discrimination or retaliation.

Complaints alleging discrimination or retaliation can be:

- submitted to the city or police department in writing, using the *Discrimination Complaint Form*. In making a complaint, a complainant must disclose the identity of the person or persons alleged to have engaged in discriminatory or retaliatory conduct, and the location, date and description of each act of alleged discrimination or retaliation;
- submitted to the District Attorneys Council, using the *Discrimination Complaint Form* which can be found at https://www.ok.gov/dac/Grants/Subgrantee_Toolbox/index.html

In making a complaint, a complainant must disclose the identity of the person or persons alleged to have engaged in discriminatory or retaliatory conduct, and the location, date and description of each act of alleged discrimination or retaliation. The form can be either mailed or emailed to the District Attorneys Council, Kathryn B. Brewer, Executive Coordinator, 421 N.W. 13th Street, Suite 290, Oklahoma City, Oklahoma, 73103, kathryn.brewer@dac.state.ok.us, Phone: 405-264-5000;

- submitted to the Oklahoma Office of the Attorney General, Office of Civil Rights Enforcement, 313 N.E. 21st Street, Oklahoma City, OK 73105, <https://www.oag.ok.gov/civil-rights-enforcement>

Phone: 405-521-3441; or,

- submitted to the United States Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street NW, Washington, DC 20531, <https://www.ojp.gov/program/civil-rights/overview>, Phone: 202-307-0690. Complaints must be filed within 180 days or one year from the date of the alleged discrimination, depending on the federal civil rights law that is involved.

Victims of Crime Act regulations on confidentiality applying to grantees 28 CFR §94.115 provides, in relevant part:

(a) *Confidentiality.* SAAs [State Administering Agencies] and sub-recipients of VOCA or VAWA funds shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of persons receiving services under this program and shall not disclose, reveal, or release, except pursuant to paragraphs (b) and (c) of this section—

(1) Any personally identifying information or individual information collected in connection with VOCA-funded or VAWA-funded services requested, utilized, or denied, regardless of whether such information has been encoded, encrypted, hashed, or otherwise protected; or

(2) Individual client information, without the informed, written, reasonably time limited consent of the person about whom information is sought, except that consent for release may not be given by the abuser of a minor, incapacitated person, or the abuser of the other parent of the minor. If a minor or a person with a legally appointed guardian is permitted by law to receive services without a parent's (or the guardian's) consent, the minor or person with a guardian may consent to release of information without additional consent from the parent or guardian.

(b) *Release.* If release of information described in paragraph (a)(2) of this section is compelled by statutory or court mandate, SAAs or sub-recipients of VOCA or VAWA funds shall make reasonable attempts to provide notice to victims affected by the disclosure of the information, and take reasonable steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(c) *Information sharing.* SAAs and sub-recipients may share—

(1) Non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying demographic information in order to comply with reporting, evaluation, or data collection requirements;

(2) Court-generated information and law-enforcement-generated information contained in secure governmental registries for protection order enforcement purposes; and

(3) Law enforcement- and prosecution-generated information necessary for law enforcement and prosecution purposes.

(d) *Personally identifying information.* In no circumstances may—

(1) A crime victim be required to provide a consent to release personally identifying information as a condition of eligibility for VOCA-funded or VAWA-funded services;

(2) Any personally identifying information be shared in order to comply with reporting, evaluation, or data-collection requirements of any program;

(e) *Mandatory reporting.* Nothing in this section prohibits compliance with legally mandated reporting of abuse or neglect.

1-3: Applicability

These policies apply to all City of Pryor Creek employees unless otherwise noted.

A City of Pryor Creek employee is defined as any person employed in any position of service to the City. A person on retainer or under contract is not considered to be a City of Pryor Creek employee unless they have a specific agreement to that effect.

A Collective Bargaining Agreement (CBA) takes precedence over any provision of this manual that is in conflict with the CBA.

1-4: Contract Disclaimer

Nothing in this manual should be considered as an implied or explicit contract between the City of Pryor Creek and its employees. No representative of the City of Pryor Creek, other than the Mayor with confirmation of the Council, has any authority to enter into an agreement for employment for any specified period of time or to make any agreement contrary to the aforementioned CBA.

1-5: Compliance with Policy and Procedure Manual

Policies and procedures in this manual are intended to guide the day-to-day administration of human resource policy and practice. Further guidance and interpretation of policy and procedure should be referred to the Mayor of the City of Pryor Creek.

1-6: Department Heads and Supervisors

Department heads and supervisors are expected to become familiar with the rules and regulations contained herein and are responsible for compliance with personnel policies and procedures in their respective departments.

1-7: Distribution of Manual

All City of Pryor Creek employees shall receive an **electronic** copy of the City of Pryor Creek Policy and Procedure Manual within seven (7) days of their start date. **Each employee is responsible for picking up and signing for this manual (attachment 1). An employee may request a printed copy if preferred.** The master copy of the Policy and Procedure Manual will be kept in the office of the City Clerk. All copies of the manual are the exclusive property of the City of Pryor Creek.

1-8: Maintenance/Revision of Manual

The Mayor of the City of Pryor Creek, with the consent of the City Council, must approve the policy and procedure manual requirements and any subsequent modifications of it. These

policies may be changed, supplemented, or superseded at any time at the discretion of the Mayor, with the consent of the City Council. Any City employee may submit recommendations for modifying the City of Pryor Creek Policy and Procedure Manual to the Mayor.

Once approved by the Mayor and consented to by the City Council, modifications to the manual shall be distributed to all City employees with their ~~next paycheck or notification~~ city email account. ~~The newly modified provisions shall be placed in all official copies of the manual with employees being responsible for placing the new provisions in their own copies.~~ The City Clerk's office shall maintain superseded policies in a ~~permanent~~ file according to the retention policy.

Chapter 2: Pay Plan & Salary Administration

2-1: Purpose

The Pay Plan is the formal system for classifying positions and compensating employees in the City of Pryor Creek.

The Pay Plan provides salary structure and includes the basic salary schedules as adopted by the City Council and all subsequent changes thereto. Copies of the document may be inspected in the City Clerk's office during normal business hours and are available upon request.

2-2: Probation Period

The Probation Period is for a period of one (1) year. This time is designed for hiring and compensating employees during a time of adapting and gaining experience in their position.

2-3: Effective Dates of Salary Increases

The effective date of all salary increases due to step increase or promotion shall be the next full biweekly pay period.

2-4: Standard Work Week

The standard workweek for all employees except emergency personnel will be from 12:01 a.m. Saturday morning to midnight the following Friday night.

2-5: Classification of Work

The Mayor, based on Wage and Hour guidelines shall determine whether or not a position is defined as "exempt" or "non-exempt."

Exempt employees are exempted from the requirements to be paid overtime at the rate of one and one half (1 ½) times their regular rate of pay for any hours worked beyond forty (40) hours in a workweek.

Non-exempt employees are required to be paid overtime at the rate of one and one half (1 ½) times their regular rate of pay for any hours worked beyond forty (40) hours in a workweek.

2-6: Overtime

Overtime compensation shall be paid in compliance with the Fair Labor Standards Act (FLSA). The overtime rate of pay will be at one and one half (1 ½) times the regular rate of pay.

No overtime is to be performed without the approval of the Department Head. Department Head shall determine workload and manpower needs and shall approve overtime only on the absolute need to carry on department operations. Overtime cannot exceed amount budgeted without approval of the Mayor.

Overtime pay is based on hours actually worked in a single work week (with the exception of Police and Fire contract employees). Bereavement, holiday, vacation, workers compensation, or sick leave are not considered time worked and will not be counted for overtime pay.

Overtime will be rounded to the nearest quarter (¼) hour.

2-7: Payroll Time Sheets

Department Heads have the further responsibility to see that timesheets are ready for processing with any corrections verified before 10:00 a.m. on Monday following the end of the pay period. Payroll will be locked and changes may not be made after 10:00 a.m. on that Monday unless approved at the discretion of the City Clerk. It is the Department Head's responsibility to check employee time on a regular basis to ensure current time, including leave time, is correct.

Department Heads or designee shall log online to the timekeeping system to verify employees have certified their time sheets. **The** Department Head or designee will then certify the time sheets. This process shall be completed by ~~payday~~ **10:00 a.m. on Monday following the end of the pay period.**

~~Written~~ Requests for leave need to be sent to the City Clerk's office **through the timekeeping system.** ~~as soon as the Department Head is notified of and approves the requested leave.~~

2-8: Longevity Pay

Classified employees (see section 5-5), beginning upon successful completion of five (5) years of continuous and uninterrupted employment, shall receive monthly longevity compensation in

the amount of \$5.00 per month for each year of continuous service. Upon successful completion of ten (10) years of continuous and uninterrupted employment, classified employees shall receive monthly longevity compensation in the amount of \$10.00 per month for each year of continuous service. (Revised 9/1/2020 by City Council)

Longevity rates are paid biweekly and are subject to Federal, State, and FICA taxes.

Chapter 3: Employee Performance Evaluation

3-1: Purpose

The purpose of a system for employee performance evaluation (Attachment 2) is to develop better City services and employees through periodic evaluation and recording of employee performance using a consistent standard.

The objective of employee performance evaluations is to let management and the employer know how the employee is performing his/her job duties, his/her strong points as well as those which are weak, giving recognition to employees for good work, and providing a guide for improvement.

Members of the bargaining units are required to have current performance evaluations on file. At will employees are subject to performance evaluations at the discretion of their Department Head.

Performance evaluations are conducted to:

- A. Improve performance on the job and increase productivity.
- B. Open communications between supervisors and employees so that employees will know what is expected of them and so that employees will have an opportunity to make any comments or suggestions to supervisors.
- C. Document performance or lack of performance. Good employees appreciate having a record of good performance maintained, in writing; poor employees need such a record maintained for disciplinary or performance improvement guidelines.
- D. Satisfy the performance evaluation requirement in order for employees to receive pay increases due to promotion.

Promotions will not be approved for employees receiving two (2) or more marks on the Performance Rating number four (4) "Needs Improvement" and/or number five (5) "Unsatisfactory." The employee shall be advised by the Department Head that improvement must be made in these categories.

3-2: Procedure

- A. A Performance Evaluation Report form (Attachment 3) will be issued from the City Clerk's office and will be used for all employee performance evaluations. All comments and attachments will be attached to the form.
- B. The City Clerk's office shall maintain records for performance reports. The Department Head will process the evaluation. A copy of the signed evaluation shall be given to the employee. The completed report will be sent to the City Clerk's office for certification and placement in the employee's personnel file.
- C. An employee may appeal his/her performance rating in writing and give the appeal to the Mayor within three (3) business days. The employee shall submit a statement along with the evaluation in his/her written appeal to be included, and considered, in his/her personnel file.
- D. An employee may appeal his/her performance rating in writing and give the appeal to the President of the Council if the Mayor was the one to evaluate the employee. The employee shall submit a statement along with the evaluation in his/her written appeal to be included, and considered, in his/her personnel file.

Effective employees must know what their jobs are and how well they are doing those jobs. The Department Heads and supervisors are responsible for letting employees know what is expected and how well those expectations are being met. Performance reports should reflect the true performance of the employee. Each employee has strong points and weak points. These should be indicated on the rating scale.

3-3: Categories Subject to Evaluation

All employees are subject to the following basic categories for evaluation:

- A. Analytical Skills
- B. Initiative
- C. Respect
- D. Judgement
- E. Communication
- F. Job Knowledge

3-4: Performance Ratings

The following performance ratings shall be used for all evaluations:

- 1. Outstanding
- 2. Above Minimum Requirements
- 3. Meets Minimum Requirements
- 4. Below Minimum Requirements

5. Unsatisfactory

If an item is not applicable to the employee being evaluated, it should not be marked.

3-5: Pay Increase

Upon receipt of a satisfactory evaluation form signed by the Department Head and the Mayor, an employee is due a pay increase following his/her anniversary date for one (1) year, four (4) years, and seven (7) years of continual employment with the City of Pryor Creek. The completed performance evaluation form shall be placed in the employee's personnel file (for more information about Personnel Records, see Chapter 17). All pay increases are based on the City's budget and ability to pay.

Chapter 4: Procedure for Filling Job Vacancy

4-1: Personnel Requisition

When a vacancy occurs or when notice of resignation is received in a budgeted, classified full-time position, in a part-time position, or in a temporary position that the Department Head wishes to fill, the Department Head shall submit a Personnel Requisition form (Attachment 4) to the Mayor for approval. The Mayor will review the request for any budgetary issues and advise the Department Head within five (5) days of the Mayor's approval. If approved, the Personnel Requisition form shall be dated the effective date of the vacancy. This procedure applies to all departments, including Police and Fire Departments.

4-2: Job Posting

The City Clerk's office shall post jobs. The job posting and any media advertisements will run for five (5) business days and may run concurrently.

Vacancies shall be posted with a description of the position, education and experience requirements, and salary to all other City departments. The Mayor shall determine if any other media advertisements shall be placed.

4-3: Applications

Application for all full-time and part-time positions shall be made in the City of Pryor Creek's Clerk office. Applicants are considered for positions without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, or genetic information.

An applicant is a person who has completed the application for a specific, posted job vacancy within the time frame of the vacancy notice.

The City only accepts applications for officially posted, vacant positions. Applications must be received and date-stamped in the City Clerk's office before 5:00 p.m. on the posted closing date. Applications submitted in an untimely manner or for positions where no vacancy exists will be filed in an inactive file.

After the position is posted, applications shall be accepted for the position.

The Department Head, Board, or Mayor may interview referred applicants, select the best-qualified individual for the position, and submit the successful applicant's name to the Mayor. The interview shall be limited to job-related and past job performance questions. Personal questions that do not have anything to do with how a candidate will perform the job shall be avoided. Potential discriminatory questions such as age, number of children, marital status, church preference, nationality, etc. shall not be asked.

Reference checks with previous employers must be completed. During the reference check, dates of past employment, past job performance, reason(s) for leaving past employment and other items relative to job performance and duties will be discussed and compared with the application.

The Mayor, if he/she agrees with the Department Head, shall submit the successful applicant's name to the City Council for their confirmation of employment. If confirmed, the individual is to be hired at Step 1 of the Pay Plan unless the Mayor recommends to the Budget/Personnel Committee otherwise.

The Mayor may fill any vacancy with the best qualified person, at his/her discretion, with the consent and confirmation of the City Council.

4-4: Minimum Age

No person under the age of eighteen (18) shall be employed by the City of Pryor Creek in a full-time, non-seasonal position.

4-5: Applications by City Employees/Transfers

City employees who wish to apply for a vacancy may do so in a written memo or email to the Mayor within five (5) days of the job posting. All transfers must have written consent from both Department Heads, be approved by the Mayor, and have confirmation of the City Council.

The transferred employee shall serve a trial period of thirty (30) calendar days. The position of the losing department will not be permanently filled until the thirty-first (31st) calendar day after the transfer in order to facilitate the trial period.

Transfers shall be approved for the benefit of the City. Transfers will not be allowed on a frequent basis. Transfers will not be allowed if the transfer will result in a demotion or loss of pay except in special cases, as determined by the Mayor. The Mayor's decision shall be final and binding.

4-6: Disqualification

An applicant shall be disqualified from consideration for employment if he/she:

- A. Does not meet the qualifications deemed necessary for performance of the duties of the position involved.
- B. Has made a false statement of material fact on the application form or supplements thereto.
- C. Has committed or attempted to commit a fraudulent act at any point in the selection process.
- D. Is not a citizen or legal resident of the United States at the time application is made.
- E. Does not meet the nepotism requirements (see Chapter 4-9) for any full-time employment.
- F. Does not meet requirements of physical, medical examination, and/or drug testing results.

An applicant may be disqualified from consideration upon other reasonable grounds relating to job requirements.

4-7: Medical Examination

A person selected for employment may be required to undergo a medical examination, including a drug test, at the City's expense in a manner prescribed by the Mayor. The job offer shall be contingent upon successful completion of the medical examination in relation to the standards of fitness required for the position involved. The following procedure shall be followed:

- A. The Department Head shall coordinate the medical exam.
- B. A physician selected by the City of Pryor Creek shall perform the physical exam.
- C. The physician's professional judgement and decision shall be final and binding.

Any employee hired as a City employee who was previously employed through any temporary service contracting with the City and who has passed a drug test within the last 12 months through that temporary service does not need a drug test through the City.

4-8: Police and Fire Department Applicants

Applicants for positions of Police Officer and Firefighter must meet the eligibility requirements as established by the departments' Oklahoma State Retirement Acts, and any additional requirements the Mayor and Council may define.

4-9: Relatives Within a Department/Nepotism

Per Oklahoma Statute §11-8-106, no elected or appointed official or other authority of the municipal government shall appoint or elect any person related by affinity (relationship by marriage) or consanguinity (relationship by blood) within the third degree to any governing body member or to himself or, in the case of a plural authority, to any one of its members to any office or position of profit in the municipal government. (See Attachment 5 for chart representing relatives within the third (3rd) degree)

Chapter 5: Appointment

5-1: Loyalty Oath

All employees shall be required to sign the Loyalty Oath as prescribed by the State of Oklahoma. This shall be completed prior to the employee reporting for work.

5-2: Beginning Wage

Every original appointee to a classified full-time position shall receive the beginning rate for that position (Step 1 of the Pay Plan). Any deviation from this policy must have the approval of the Mayor and Council.

5-3: Probationary Period

All new employees shall be in probationary status for one (1) year. The purpose of the probationary period is to provide an opportunity for supervision to determine whether the employee has the ability and other attributes which will qualify him/her for the position hired. During the probationary period, the employee shall have no seniority status.

Successful completion of the probationary period should not be construed as a promise or guarantee of continued employment.

When an employee is promoted to a position of higher grade, he/she may receive periodic performance evaluations for a one (1) year period. The employee, with approval of the Mayor and Department Head, may be removed from the position and placed back in the last previous

position at any time he/she demonstrates the inability to satisfactorily perform the requirements of that position.

5-4: Promotions

When an employee is promoted (Attachment 6), he/she shall be advanced to the same pay step in the new range. The employee's anniversary date will remain as his/her original hire date.

5-5: Classified Employees

Employees who are full-time and work at least forty (40) hours per week on a continuing basis are considered classified employees. All rules, regulations, and benefits of the City's Personnel Policies apply to classified employees, except where specifically excluded.

5-6: Probationary Employees

All classified employees shall be considered probationary employees for a minimum of one (1) year from date of hire.

5-7: Part-Time Employees

Part-time employees are employees who are employed twenty-five (25) hours or less a week. Part-time employees are not eligible for any fringe benefits unless special authorization is received from the Mayor and confirmed by City Council.

5-8: Temporary Employees

Temporary employees are for a specific time or filling of positions during a leave of absence or emergency and do not have the benefits of a regular employee. Employment with the City of Pryor Creek is never guaranteed nor considered to be permanent.

5-9: Independent Contractors

See City of Pryor Creek Contractor Policy

5-10: Re-Employment

Re-employment applies to an individual who resigned with a good record and is re-hired to fill a vacancy. Employees who are discharged or who abandon their job shall not be eligible for re-employment.

Chapter 6: Separation

6-1: Designation

All separations of employees from positions shall be designated as one of the following: resignation, layoff, death, retirement, discharge, or reduction in force. Employees who separate shall receive payment for all earned wages and shall receive pay for unused and accrued vacation time if they have successfully completed their probationary period. (See Attachment 7)

6-2: Layoff

A layoff may be made by the Mayor with the approval of the Budget Committee and City Council when it is deemed necessary by shortage of work or funds or the abolishment of a position.

6-3: Death

Separation by death shall be effective on the date of the death. All compensation due will be paid to the named beneficiary or estate of the employee.

6-4: Retirement

The Retirement Plan provides for normal or full retirement at sixty-five (65) years of age with six (6) years vested service ~~with the exception of the elected officials who must fulfill three (3) years in office before becoming vested~~. The normal retirement date is the first day of the month following an employee's sixty-fifth (65th) birthday. (See Chapter 22-1 & 22-2)

6-5: Discharge

An employee may be discharged at any time from employment for the good of the service of the organization, at the discretion of the Mayor or Department Head, with or without cause.

The City of Pryor Creek is considered to be an Employment-At-Will employer. This means we recognize that each employee retains the option, as does the City, of ending employment with the City at any given time, with or without notice and with or without cause. As such, employment with the City of Pryor Creeks is at-will and neither this policy and procedure manual nor any other oral or written representations by any City of Pryor Creek official or employee may be considered a contract for any specific period of time.

Elected Officials and CBA (Collective Bargaining Agreement) members are not considered at-will employees.

A discharged employee may appeal his/her dismissal to the Mayor in writing within three business days after being discharged.

6-6: Reduction in Force

The Mayor may authorize a reduction in force at any time per department for any time period, provided the affected department, in the opinion of the Mayor, has exceeded or will exceed their approved departmental budget (either salary and benefits or maintenance and operations). The Mayor must work directly with the affected Department Head on a weekly basis to minimize the reduction in force time frame. The Mayor may rescind at any time he/she determines the department is within budget.

6-7: Final Check

Final checks shall be distributed as a physical check on or before the second regular payday following any separation in service, pending Department Head and Mayor approval.

6-8: City Issued Uniforms, Property, and Reimbursements to the City

Upon separation of employment with the City of Pryor Creek, the employee shall return to his/her Department Head, prior to leaving his/her employment, all City issued uniforms, tools, equipment, cell phones, tablets, identification cards, or any other City property in his/her possession as defined by the signed City Equipment Check-out List (see attachment #2). If City property is not returned by the date the last paycheck is issued, the City may deduct a reasonable amount of pay to account for the property.

Chapter 7: Seniority and Layoffs

7-1: Definition

Seniority shall be defined as an employee's length of continuous service with the City since his/her last hiring date. The last hiring date is the date upon which the employee first reported to work at the instruction of management in a position which he/she has not quit, retired, or been discharged. No time will be deducted from the employee's seniority due to an authorized leave of absence, vacation, sick or accident leave, or layoff for lack of work.

7-2: Termination of Seniority

An employee's seniority shall be terminated if:

- A. He/She quits, retires, or is discharged.

- B. He/She is absent for three (3) regularly scheduled working days without notifying his/her Department Head or the Mayor of a justifiable reason for such absence, if it was reasonably possible for such notice to be given.
- C. He/She does not return to work immediately following the expiration of a leave of absence.
- D. He/She is laid-off for lack of work for longer than twelve (12) months.

7-3: Layoff/Recall

See Resolution 92-10, December 15, 1992 in the appendix.

Chapter 8: Hours of Work

8-1: Definition

All City of Pryor Creek employees, with the exception of Police and Fire contract employees, shall observe the regular work week and normal work hours as defined in this policy (see Chapter 2-4).

- A. The standard workweek for all classified full-time employees shall consist of forty (40) hours.
- B. Working hours for part-time employees are scheduled by the supervisor to accommodate the workflow.
- C. Special hours may be necessary to provide adequate service during a regular forty (40) hour week. The schedule may be adjusted as needed.
- D. Shift work is required in some areas of employment and will be made known to all affected employees and for those selected applicants.

Chapter 9: Work Rules

The Department Heads shall have available for all employees to read and initial any departmental work rules. These work rules will include applicable safety issues, work reports, damage reports to City owned vehicles, equipment, and/or public structures such as streets, curbs, etc., as well as other subjects pertinent to the department and its mission. Departmental work rules and other policies generated by the departments shall be reviewed and approved by the Mayor prior to being placed in effect.

Chapter 10: Vacations

10-1: Vacations of Classified Employees

Classified full-time employees working a forty (40) hour week (with the exception of Police and Fire contract employees who shall have vacation leave based upon their respective CBAs) shall be entitled to vacation leave based on the following schedule (Attachment 8). Vacation leave must be taken within the twelve (12) month period following the year in which it is awarded or it is lost unless Mayor approves carry-over.

- | | |
|--|--------------------------------|
| A. One (1) through five (5) years of employment | Eighty (80) hours |
| B. Six (6) through nineteen (19) years of employment | One Hundred Twenty (120) hours |
| C. Twenty (20) or more years of employment | One Hundred Sixty (160) hours |

10-2: Scheduling Vacations

Vacation leave shall be scheduled by Department Heads (Attachment 8). The following factors shall control the scheduling of vacations:

- A. Minimum notice of 2 days, when possible.
- B. Seniority of employees.
- C. Employees' desires.

Department Heads shall limit the number of employees on vacation at one time so that the departmental work assignments can be completed without additional temporary employees.

Where two or more employees desire the same vacation scheduling, the senior employee shall be given preference unless prior approval has been granted to an employee making an advanced vacation request.

Employees having more than two (2) weeks accumulated vacation may be required to split vacation time above the two (2) weeks so that the other employees may be granted vacation in accordance with their requests.

All unused and accrued vacation will be paid in a lump sum payment upon termination of employment as long as the employee has completed his/her probationary period. Any method to obtain benefits by artificially stating the date of termination will not be tolerated.

10-3: Vacation Computation

Employees shall not be entitled to any vacation leave during the first year of their employment. ~~Vacations may be granted in not less than one (1) hour increments, unless otherwise approved by department head.~~ Vacation leave may not be used if the leave would cause hours in the

standard workweek to exceed forty (40) hours. Official time accrual records are kept in the City Clerk's office.

10-4: Holidays During Vacation

Whenever an authorized holiday falls within an employee's vacation, the day will be considered a holiday rather than a vacation day.

10-5: Exempt Employees

Vacation leave for exempt employees shall be authorized by the Mayor.

Chapter 11: Holidays

11-1: Eligibility

City employees, except temporary, part time, seasonal and those under negotiated agreement will be entitled to all holidays approved by City Council on a yearly basis without loss of pay.

An employee not present for duty the scheduled work day before and/or the scheduled work day after an authorized holiday shall not receive authorized holiday pay or additional time off for that particular holiday, except for approved vacation, bereavement, or military leave. An employee on leave without pay shall not receive holiday payment.

An employee on sick leave the scheduled work day before and/or the scheduled work day after a holiday shall be required to submit a doctor's statement confirming the illness in order to qualify for holiday pay.

Holidays are to be taken in eight (8) hour increments.

11-2: Schedule

The authorized holidays shall be as follows:

- A. New Year's Day
- B. Martin Luther King Jr. Day
- C. President's Day
- D. Good Friday
- E. Memorial Day
- F. Juneteenth
- G. Independence Day

- H. Labor Day
- I. Columbus Day
- J. Veteran's Day
- K. Thanksgiving Day
- L. Friday after Thanksgiving
- M. Two (2) days at Christmas - Christmas Day and the day before or the day after

11-3: Provisions

When an authorized holiday falls on Sunday, the following Monday shall be observed as the official holiday. When an authorized holiday falls on Saturday, the previous Friday shall be observed as the official holiday.

Department Heads shall use discretion in authorizing holiday leave. Sufficient personnel shall be working to maintain adequate City services.

Should an employee be required to work on an authorized holiday or if such holiday falls on the employee's regularly scheduled day off, he/she shall be entitled to an additional day off to be scheduled with approval of the Department Head.

Chapter 12: Leave of Absence

12-1: Disability Leave

See the City of Pryor Creek Family and Medical Leave Act policy.

12-2: Maternity Leave

See the City of Pryor Creek Family and Medical Leave Act policy.

12-3 Inclement Weather

Leave for weather or disaster will be charged against employee's vacation leave.

12-4: Leave Without Pay

Leave without pay, at the employee's request, will be granted only per Family and Medical Leave Act (FMLA) guidelines (see the City of Pryor Creek Family and Medical Leave Act policy). The employee shall be required to maintain the payments with the City of Pryor Creek for payment of health insurance premiums during leave without pay.

12-5: Absence Without Leave

An employee failing to report for duty or to remain at work without authorization of their Department Head or the Mayor shall be considered absent without leave and may be terminated. The employee may be required to reimburse the City of Pryor Creek for payment of health insurance premiums or other benefits paid on the employee's behalf.

12-6: Voting Time

The City will provide time off to vote in accordance with the applicable statutes (see Oklahoma Statute §26-7-101). The City may require proof of voting.

12-7: Jury Leave

Full-time employees who are required to serve as jurors shall be granted time off with pay, less the amount of jury pay, to serve in that capacity and subject to the following rules:

- A. Any employee serving such duty shall present to his supervisor the original summons or subpoena from the Court and, at the conclusion of the duty, a signed statement from the Clerk of the Court showing the actual dates of attendance in court.
- B. Jury duty time for all full-time employees will be counted as "time worked" and will not be excluded from overtime considerations.
- C. An employee subpoenaed to testify, in any matter not directly related to his/her duties as a City employee shall not receive his regular salary but may use vacation leave or be granted a leave of absence without pay for the length of such service.
- D. Part-time or temporary employees shall be given time off without pay for time served.
- E. An employee is required to report back to work if dismissed during his/her daily work schedule.

12-8: Bereavement Leave

Bereavement leave will be allowed upon the death of an immediate member of the employee's family or spouse's family. The employee shall be granted time off with pay not to exceed three (3) consecutive scheduled working days **(up to 24 hours)**.

Immediate family shall be defined as spouse, child, parent, brother, sister, grandparent, and grandchild.

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

~~Should the employee require additional time in excess of three (3) consecutive, scheduled working days (24 hours), he/she may request additional time from his/her Department Head. Any additional time shall be charged to vacation leave.~~

If an authorized holiday falls within an employee's bereavement leave, the day shall be considered a holiday rather than a bereavement leave day, and an additional bereavement leave day will be added the day after.

The Mayor may require verification of death and the relationship of the deceased to the employee.

If travel distance is in excess of 300 miles, an additional day (8 hours) may be granted.

12-9: Military Service

Military leave for active duty other than National Guard or Reserve training shall be covered by the following provisions:

- A. Employees, other than temporary, who enter the Armed Services directly from City employment shall be placed on military leave. The employee shall present a copy of his/her orders to report for duty to his/her Department Head and these orders shall be forwarded to the Personnel Department.
- B. An employee entering military service, may if requested, be paid for all accrued vacation time for which he/she is eligible at the time he/she enters military leave. All unused, accrued vacation and sick leave will be held in reserve on the employee's attendance record. The retirement contribution balance will be held in the retirement system.
- C. An employee on military leave shall request reinstatement in his/her former position or in any other vacant position in the same class within ninety (90) days after separation from the military service. An employee who remains on military leave for a period of more than five (5) years, with some exceptions (refer to USERRA), shall be considered resigned.
- D. The employee must return to City employment directly from the military service and must have been discharged under honorable conditions.
- E. An employee returning from military leave must be restored to his/her former position, if still qualified to perform the duties of the position, at the same step in the pay grade occupied at the time of entrance into military service with full seniority. If not able to perform the duties of his/her former position by reason of disability, he/she shall be restored to a position of like seniority, status, and pay or the nearest approximation thereof for which he/she is qualified and able to perform the duties required of the position.
- F. Seniority will accrue but vacation and sick leave do not accrue while an employee is on military leave.

12-10: Military Reserve Training

Military leave for National Guard or Reserve Training shall be governed by the following provisions:

- A. All employees who are members of a reserve component of the Armed Forces or the National Guard shall, when ordered by proper authority to active service for the purpose of attending annual military training, be entitled to leave of absence for the periods of such active service without loss of pay during the first twenty (20) working days of such leave of absence during the calendar year. However, the employee will not be entitled to any supplemental pay during military training.
- B. Annual military training is defined as two or more consecutive weeks of training.
- C. The employee shall present their Department Head with a copy of orders to report for training ten (10) days prior to departure on leave.

Chapter 13: Sick Leave and Medical Leave

13-1 Accumulation of Sick Leave

Classified full-time employees working a minimum of eight (8) hour shifts accrue 6.67 hours per calendar month for sick leave. Sick leave may be accrued not to exceed sixty (60) workdays (480 hours).

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

Classified 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 not be used if the leave would cause hours in the standard workweek to exceed forty (40) hours.

13-2: Qualifying and Reporting

In order to qualify for sick leave use, the employee must notify his immediate supervisor or Department Head, state the reason for the absence, and the expected period of the absence on each day of absence at his/her scheduled reporting time as designated by the department. The employee must call in each day of the absence unless prior agreement has been made with the supervisor or Department Head. If circumstances surrounding the absence make such notification impossible, or the immediate supervisor or Department Head cannot be reached by telephone, the employee must notify the City Clerk's office no later than two (2) hours after his/her scheduled reporting time.

Employees may not work for another employer or be self-employed during periods of sick leave.

All absences for which sick leave is desired, regardless of the duration of such absence, require the submission and approval of a "Request for Leave" form through the time keeping system. (Attachment 8), which shall state the reason for such absence and must be signed by the employee involved, approved by the employee's Department Head, and forwarded to the City Clerk's office for processing.

In the event of an absence of more than two (2) consecutive working days for personal illness, or if the City has reason to believe an employee is misusing paid sick leave, a statement from a medical doctor is required. This statement shall testify to the fact that the employee has been under medical care during his/her absence from work and that he/she is now able to return to work. The City of Pryor Creek reserves the right to select a physician to verify the employee's fitness to return to work.

An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

13-3: Uses of Sick Leave

Sick leave may be granted for the following reasons:

- A. Employee's health
- B. Medical, dental, or optical treatment, which is necessary during working hours
- C. Quarantine due to exposure of contagious disease
- D. Illness in the employee's immediate family

13-4: Termination and Sick Leave

When an employee's employment with the City is terminated for any reason, other than retirement, any unused accumulation of sick leave shall be cancelled.

13-5: Advancing Sick Leave

In no circumstances shall any sick leave be advanced.

13-6: Immediate Family

Classified, full-time employees may use sick leave in the event of an illness of a member of their immediate family and is subject to the following items:

- A. Immediate family members shall only include an employee's spouse, child, and parent.
- B. An immediate family member illness does not include childbirth covered under the Family and Medical Leave Act (Chapter 13-8).

- C. Sick leave for immediate family members not covered under the Family and Medical Leave Act shall be limited to five (5) regularly scheduled working days or two (2) shifts for Firefighters per CBA at any one time.
- D. A statement from a medical doctor is required testifying to the fact the employee's immediate family member has been under medical care during the employee's absence.

13-7: Explanation

All "Requests for Leave" (Attachment 8) made under the provisions of this policy must contain a full explanation of the reason for the absence.

13-8: Leave Sharing Program

There is hereby created the City of Pryor Creek Employee Leave Sharing Program. The purpose of the leave sharing program is to permit City employees to donate vacation or sick leave to a fellow City employee who is suffering from or has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause this employee to terminate employment.

- A. As used in this section:
 - a. Immediate family member shall be limited to the spouse, child, and parent of the employee.
 - b. "Severe" or "Extraordinary" means serious, extreme, or life threatening; and
 - c. "City employee" means a permanent employee with over one (1) year continuous service with the City.
- B. An employee may be eligible to receive shared leave pursuant to the following conditions:
 - a. The Mayor determines that the employee meets the criteria described in this section; and
 - b. The employee has abided by City policies regarding the use of sick leave.
- C. An employee may donate vacation or sick leave to another employee only pursuant to the following conditions:
 - a. The receiving employee has exhausted all vacation leave, sick leave, and holidays due to an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature and involves the employee or immediate family member.
 - b. The condition is likely to cause termination of the employee; and
 - c. The Mayor permits the leave to be shared with an eligible employee.

The donating employee may donate any amount of vacation or sick leave provided the donation does not cause the balance of the donating employee to fall below forty (40) hours.

- D. The Mayor shall determine the amount of donation leave an employee may receive and may only authorize an employee to use up to a maximum of forty (40) hours annually. Any

~~amount requested greater than forty (40) hours will require Council approval on an emergency basis only.~~

- E. The Mayor shall require the employee to submit, prior to the approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- F. Any donated leave may only be used by the recipient for the purposes specified in this section.
- G. All forms of paid leave available for use by the recipient must be used prior to using shared leave.
- H. Any shared leave not used by the recipient during each occurrence, as determined by the Mayor, shall be forfeited.
- I. All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave for purposes of the leave sharing program.
- J. The receiving employee will not accrue vacation or sick leave while on donated leave time.

Chapter 14: On the Job Injuries and Injury Leave

14-1: Reporting Injuries

The following procedures must be strictly complied with in instances regarding injuries on duty:

- A. An employee must immediately report any injury received while on the job to their supervisor or Department Head regardless of the extent of the injury. Failure to do so may make the validity of the claim doubtful. Claims which are not promptly reported may be denied.

If an injury occurs during normal business hours (Monday through Friday 8:00 a.m. to 5:00 p.m.) the City Clerk's office must also be notified. If an injury occurs on duty on a day or time other than stated above, the supervisor on duty or his/her designee must make reasonably certain the injury occurred while in the course of employment. The City Clerk's Office must be notified of the injury on the next business day at 8:00 a.m.

The supervisor or Department Head shall determine if the employee should have medical attention, including a drug test. If any doubt exists, the employee should be examined by Urgent Care. If an employee requires medical attention, the injured employee should be taken to the nearest Emergency Medical Center.

In the event of a serious injury or a fatality, the Department Head and the Mayor should be notified regardless of the time of the occurrence.

- B. After initial visit to Emergency Medical Center/Urgent Care, an employee may elect to choose his/her own physician, clinic, or hospital; however, the City reserves the right to have employees examined by a physician of the City's choice. When an employee elects

to see his/her own physician, it will be necessary to complete a "Choice of Physicians" form provided by Worker's Compensation and submit it to the City Clerk's office.

- C. The City Clerk's office must receive an Employee's Report of Injury (attachment 9) signed by the employee. The Supervisor's Accident Investigation Report (attachment 10) must accompany the Employee's Report of Injury. These forms shall be submitted within 24 hours, or the next business day if the injury falls on a weekend or holiday, regardless of the extent of the injury or whether medical treatment was required.

14-2: Temporary Total Disability Benefits

Any employee who incurs a disability as the direct result of an accidental injury arising out of and in the course of employment with the City of Pryor Creek shall be entitled to all the benefits provided by the Oklahoma State Worker's Compensation Law.

14-3: Definition of Injury

"Injury" or "Personal Injury" means only accidental injuries arising out of and in the course of employment and such disease or infection as may naturally result from an occupational disease arising out of and in the course of employment. Only injuries having, as their source, a risk not purely personal but one that is reasonably connected with that of employment shall be deemed to arise out of employment.

14-4: Provisions

Employees on Temporary Total Disability shall be returned to duty at the earliest possible date.

14-5: Physical Examinations

An employee found to be permanently partially disabled by his/her physician shall be examined and/or evaluated by the City Physician for determination of reasonable accommodations. If the employee can no longer perform the essential functions of the job, with or without reasonable accommodations, he/she may be considered for other positions within the City of Pryor Creek for which the employee meets the qualifications of the job with or without reasonable accommodations. If no such position exists or reasonable accommodations cannot be made, the employee may be discharged, or where applicable, retired.

14-6: Claim - Discharge of Employee

Provided the City of Pryor Creek shall not be required to rehire or retain any employee who has been determined physically unable to perform his/her assigned duties, the City will not discharge any employee because the employee has, in good faith, filed a claim or has retained a lawyer to represent him/her in said claim, instituted or caused to be instituted, in good faith,

any proceeding under the provisions of Oklahoma Workers Compensation Statutes or has testified or is about to testify in any such proceeding.

Chapter 15: Safety

15-1: Policy

Safety equipment will be provided for employees, pursuant to the requirement of the Department of Labor and must be utilized by all employees.

Worker's Compensation claims which occur from willful failure of the injured employee to use a guard or protection against accident furnished for his/her use may be denied and become the responsibility of the employee.

Disciplinary action may be initiated by the Department Head or supervisor with approval of the Mayor if proper use of safety equipment is not utilized. Disciplinary action is also applicable to supervisors who fail to enforce safety procedures as outlined in the Safety Manual and the utilization of Safety Equipment.

Fighting and horseplay should be considered a safety violation and will not be tolerated.

15-2: Employee Right to Know Hazardous Communication Policy

It is the policy of the City of Pryor Creek to comply with Title 40, Sections 401 through 424 of the Oklahoma Statutes relating to the Employee's "Right to Know/Hazard Communication Standard."

It is the responsibility of the Department Head to ensure that all Material Safety Data Sheets are obtained on all chemicals utilized in the workplace. It is the employee's responsibility to follow safe practices.

The following policy will be strictly followed:

- A. Training and Education:
 - a. Training and education shall be provided for all employees by the Safety Director annually.
 - b. Training and education shall be provided by the Safety Director when new chemicals are introduced into the workplace.
 - c. Verification of training shall be obtained. The department shall retain the original and a copy shall be forwarded to the City Clerk's office to be placed in the personnel file of the employee.
- B. Placarding:
 - a. Signs should be visible and kept up-to-date.

- C. Material Safety Data Sheets:
 - a. Material Safety Data Sheets (MSDS) will be maintained and updated by each department. Copies will be forwarded to the Fire Chief.
 - b. MSDS are required by regulation and are available upon request.
 - c. When any affected employee or employee representative requests a copy of the Chemical Information List (CIL) and MSDS, the employer shall, within fifteen (15) days, assure that a copy of same is provided.
 - d. A CIL shall be maintained on each employee. Upon termination, this information may be given to the employee and shall include the following statement: "You should preserve this information for future reference."
- D. Labeling:
 - a. The Department Head shall take any action necessary to ensure that every container in the work area containing a hazardous substance shall bear a label indicating the chemical name and Chemical Abstracts Service Registry Numbers (CAS) for the substance.

Chapter 16: Vehicle Accidents

16-1: Reporting Accidents

When an employee is involved in an accident while operating City owned equipment, the accident must be reported immediately to the Police Department and then the Department Head. The Department Head shall be responsible for filing the necessary reports by 10:00 a.m. the next business day (Attachments 11 and 12). In the event the accident takes place outside the city limits of Pryor Creek, local police should be notified.

The following procedures shall be followed:

- A. The driver shall notify the Department Head after the Police Department has been notified. The Department Head and/or Police Department shall then notify the Mayor and City Clerk's office.
- B. The driver of the vehicle, if physically able to do so, shall notify the Department Head or supervisor of the accident and allow them to make their investigation before moving the vehicle. The Department Head, at his/her discretion, will immediately take the driver for drug testing.
- C. A copy of the accident report and any other forms required by this article shall be collected by the Department Head and forwarded to the Mayor.
- D. The vehicle shall not be repaired until the insurance provider has been notified and a valid estimate of the cost of repairs to the vehicle has been approved.
- E. The employee is subject to disciplinary action dependent on the circumstances of the accident. Gross negligence, recklessness, or willful violation of City policy shall result in immediate termination.

- F. Failure to report an accident by 10:00 a.m. the next business day shall result in termination of Department Head or employee unless the delay is justified by circumstances.

Chapter 17: Personnel Records

17-1: Official Records

All data related to the employee status, performance, commendations, disciplinary actions, qualifications, and any other employee information deemed necessary shall be kept in the City Clerk's office (except for contract employee data, which will be kept by the appropriate Department Head). These records shall be kept confidential and subject to the Oklahoma Open Records Act. These shall be considered the "official" records and all pertinent information received by the various departments should be forwarded to the City Clerk's office for placement and review.

17-2: Viewing Records

An employee may view his/her personnel records at any time during normal working hours in the City Clerk's office and in the presence of the City Clerk or Deputy Clerk and Department Head. The employee must receive permission from his/her supervisor to be absent from his/her place of duty.

17-3: Changes

Any change in status such as change of address, telephone number, number of dependents, marital status, educational achievements, driving license/record, etc. must be reported immediately to the City Clerk's office.

17-4: Personnel Inquiries

Any inquiries concerning personnel such as verification of employment, salaries, status of specific employees, etc. will be directed to the City Clerk's office.

17-5: Personnel Information

Any person other than the employee or authorized City staff desiring information from an employee's personnel file shall submit a written request to the City Clerk's office. A response will be made in compliance with the Oklahoma Open Records Act.

Chapter 18: Conduct Discipline Process

The City of Pryor Creek is an at-will employer. This means the City recognizes that the employee retains the option, as does the City, of ending his/her employment with the City at any time, with or without notice and with or without cause. As such, his/her employment with the City is at-will and neither this policy and procedure manual nor any other oral or written representations by any City official or employee may be considered a contract for any specific period of time.

Elected officials are not considered at-will employees.

18-1: Purpose

To provide guidelines by which employee performance and behavior problems and employee infraction of policy, rules, and regulations are documented and corrective action is taken.

Employees are expected to avoid conduct at work and elsewhere which may cause embarrassment or criticism to the City. It is essential that attitudes and actions both on and off the job bring credit to the City since the City is often measured by the personal conduct of the employee.

18-2: Policy

It is the policy of the City of Pryor Creek to provide a prompt, progressive, and constructive approach in resolving employee relation problems and policy misunderstandings. The provision of this Conduct Discipline Process is not a guarantee of its use. (Attachments 13 and 14)

The City of Pryor Creek reserves the right to terminate employment at any time, with or without reason, in accordance with applicable law.

18-3: Definitions

These actions are defined here to clarify use of terminology throughout this policy section and are further defined by the procedures outlined below to initiate their action. They are not all-inclusive, but are intended to serve as guidelines in progressive discipline when necessary.

- A. "Written Notice" occurs when a supervisor first identifies a performance problem or violation of policy. A written notice is intended to identify the problem, address what is expected in the future, and point out consequences of further infraction(s).
- B. "Counseling" occurs when a supervisor informs an employee of the need for corrective action, documents the performance deficiency or policy infraction, and provides the employee with a written plan for improvement or corrective action.

- C. "Suspension" occurs when an employee is relieved of duty, with or without pay, for a prescribed number of working days.
- D. "Involuntary Demotion" occurs when an employee is reassigned to a position with a lower salary due to a deficiency or an infraction.
- E. "Termination" occurs when an employee is involuntarily terminated from City service.

18-4: Procedure for Implementing Disciplinary Action

Unacceptable behavior that does not lead to immediate dismissal may be dealt with by any of the following interventions, taken in any order, as the Department Head or the Mayor determines appropriate. All employees are at-will employees and can quit or be discharged at any time for any reason or no reason.

A. Written Notice:

If an employee is in violation of the City's policies or participates in an activity on work time that is not deemed in the best interest of the City, rules, or standards of conduct, the Department Head or the Mayor may discuss the problem with the employee, emphasizing the seriousness of the issue and the need for the employee to immediately remedy the problem. The employee and the Department Head or Mayor must sign the disciplinary report (attachment 13 or 14) and forward it to the City Clerk's office to be permanently retained in the employee's personnel file. Employee refusal to sign the written notice will result in immediate termination.

B. Counseling:

If an employee is in violation of the City's policies or departmental work rules, the Department Head or the Mayor may use counseling to remind the employee of exactly what the rule or performance expectation is and that it is the employee's responsibility to meet the City's expectation. The employee and the Department Head or Mayor will sign the counseling report (attachment 13 or 14) and forward it to the City Clerk's office to be permanently retained in the employee's personnel file. Employee refusal to sign the counseling report will result in immediate termination.

C. Termination

Failure to adhere to the performance standards set forth in the written or counseling warning or some other form of behavior problem may lead to termination. (attachment 7)

Employees who are discharged or abandon their job will not be eligible for re-employment.

18-5: Policy Infractions

Violations set forth below are considered just cause for immediate dismissal, but are not limited to the following:

- A. Failure to accurately clock in as defined in section 19-4 of the City of Pryor Creek Policy and Procedure Manual.
- B. Selling, soliciting, or distributing written materials or the collection of money for any purpose on City time without proper authorization.
- C. Failure to report to the Department Head tardiness, absence, and/or leaving the worksite early.
- D. Violation of any City Policy or Rule.
- E. Disrupting the work of others, engaging in horseplay, scuffling, demonstrations, or other activities that are disruptive to the normal work process.
- F. Using tobacco, smokeless tobacco, electronic smoking devices or vaping in City facilities, buildings, and/or vehicles.
- G. Discourteous or disrespectful behavior towards the public.
- H. Unauthorized use of a City vehicle, materials, tools, equipment or facilities, or other tangible or intangible property.
- I. Negligence, inefficiency, or incompetence in the performance of job duties; misuse, damage to, or destruction of City materials, vehicles, tools, equipment, facilities, or natural resources.
- J. Abusive or disrespectful language to or towards a subordinate, supervisor, or citizen.
- K. Insubordination or refusal to obey the proper order of a supervisor or refusal to perform job assignments.
- L. Threatening or intimidating another employee, supervisor, or citizen.
- M. Fighting or attempting to provoke a fight.
- N. Use of official position for personal profit or advantage.
- O. Theft, embezzlement, or misappropriation of property (tangible or intangible) or funds from the city, another employee, or client.
- P. Willful damage to or destruction of City facilities, vehicles, tools, equipment, property, or natural resources.
- Q. Possession of weapons, explosive, or dangerous materials on the job in violation of State law and without written authorization of the Mayor.
- R. Drinking alcoholic beverages or using drugs without a legal prescription or reporting to work under the influence of alcohol or drugs without a legal prescription.
- S. Taking time off when City Clerk payroll records indicate no eligible time available (awarded vacation, sick, or holiday leave).
- T. Harassment of an employee because of political affiliations, race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability, or genetic information.
- U. Sexual harassment in the workplace.
- V. Removing City records or divulging confidential information in any form.
- W. Falsifying City records.
- X. Failure to adhere to established standards of conduct.

Y. Conviction of a felony.

18-6: Appeal of Disciplinary Action

An employee may appeal any disciplinary action to the Mayor.

The appeal must be in writing to the Mayor within three (3) business days of receiving disciplinary action. Failure to file the appeal in writing within the three (3) business day period shall constitute a conclusive waiver of any right to appeal.

The Mayor will respond in writing within ten (10) business days of receipt of the appeal. The Mayor's response is final.

The provision of this Conduct Discipline Process is not a guarantee of its use. The City reserves the right to terminate employment at any time with or without reason.

Chapter 19: Employee Conduct and Relations

19-1: News Media and Press Releases

In recognition of the importance of clear and accurate communication to the public matters concerning the City, it is the policy of the City that statements to news media and press releases concerning matters of the City shall only be made by the Mayor, the various Department Heads of the City upon matters concerning their department, or an employee of the city authorized by the Mayor or Department Head to issue a media statement or press release pre-approved by the Mayor or Department Head.

19-2: Working Hours

City Hall shall be open from 8:00 a.m. to 5:00 p.m. Monday through Friday. All other departments shall keep office and working hours necessary for the efficient transaction of services as determined by the Department Head and Mayor. Lunch periods may be staggered to allow departments to remain open during lunch breaks. The convenience and service to the public must be the first priority of each department. Adequate personnel must be available to meet the needs and requirements of the citizens. Employees in departments who are required to work shift schedules shall be governed by the needs of those departments.

19-3: Work Attendance

All employees are expected to report for work each work day or to make contact with their supervisor or Department Head prior to their scheduled reporting time. If circumstances surrounding the absence make such notification impossible or the immediate supervisor or

Department Head cannot be reached, the employee must notify the Mayor no later than two (2) hours after his/her scheduled reporting time.

Employees must notify their department each day of absence unless otherwise agreed upon by the supervisor/Department Head.

The Department Head is responsible to ensure the attendance requirements of the City are met. Employees who cannot report to work due to winter road conditions must contact their supervisor immediately. Such absences will be charged as vacation or leave without pay in the event no vacation time has accrued. Work hours may be adjusted at the discretion of the Department Head for those individuals arriving late due to winter road conditions.

19-4: Clock-In/Clock-Out

The City of Pryor Creek has implemented a time collection and attendance system for hourly employees. As a result, the process by which employees record hours and attendance is electronic. This policy sets forth the rules employees will be required to follow. Employees are reminded that they are able to view their time and are responsible for their time.

- A. Employees are required to clock in at their designated time clock upon arrival and clock out before leaving for the day.
- B. An employee having problems clocking in or out shall immediately contact their supervisor so the problem may be corrected.
- C. Employees shall clock out for their lunches unless they or their department have been specifically exempted by the Mayor.
- D. Employees are not to clock in or clock out any other employee under any circumstances.
- E. If an employee fails to clock in or out, the employee must notify the Department Head or Assistant Department Head prior to his/her next scheduled work day. After notification, the Department Head or Assistant Department Head is required to notify the payroll clerk at the City Clerk's office within 24 hours so time can be adjusted (attachment 8). If the missed clock in or clock out occurs Friday through Sunday or on a holiday, the Department Head or Assistant Department Head shall notify the payroll clerk by 5:00 p.m. on the next business day.
- F. Employees who violate any of the rules set forth in this policy may be subject to disciplinary action, which may include dismissal.
- G. Any employee that fails to properly clock in or out more than five (5) times without Department Head or Assistant Department Head authorization shall be disciplined, including termination.

19-5: Non-Exempt Employees

All non-exempt employees are required to clock in and be at their work site ready to begin work at the beginning of their shift.

Under applicable wage and hours laws, employees who clock in more than seven minutes early or late will have an extra quarter hour added or deleted from their time worked. Non-exempt employees who violate this policy shall be subject to discipline, including termination.

All non-exempt employees must clock out at the end of their shift. Overtime shall be authorized by the employee's immediate supervisor. If overtime has not been authorized by the employee's supervisor, the employee needs to notify his/her supervisor and make arrangements to alter the employee's schedule to correct the unauthorized overtime.

Non-exempt employees who take time off during the workday to attend to personal or other non-City related business must clock out when they leave and clock in when they return.

Arrangements to be compensated for this time can be made by the altering of scheduled hours by the supervisor or utilizing sick, vacation, and/or personal leave time, as is appropriate. This time must be made up in the same workweek. Use of all accrued leave time should be consistent with City of Pryor Creek policy.

19-6: Exempt Employees

All exempt employees working for the City, at the discretion of the Mayor, may be required to clock in just prior to the beginning of their regular shift and clock out at the end of their shift for record keeping purposes.

19-7: Breaks

Department Heads may allow employees a break period not to exceed fifteen (15) minutes, during each half of the day if it can be allowed without interruption of the workload. This time is designated to refresh the employee for increased productivity.

Break times and break locations for nursing mothers will be provided according to the Patient Protection and Affordable Care Act and Section 7 of the Fair Labor Standards Act.

19-8: Outside Employment

City employees may take other jobs on a part-time or temporary basis if the employee's efficiency is maintained, there is no time conflict, and there is no conflict of interest. No employee shall engage in outside business during working hours. It is important that outside employment does not present a potential conflict of interest, affect job performance, or reflect negatively on the City.

19-9: Financial Interest

No employee shall have any financial interest in any contract, service, or other work performed by the City. Nor shall any employee accept any free or preferred service, benefits, or

concessions from any persons or companies in return for special consideration. Any employee violating the provisions of this section shall be guilty of misconduct and shall be dismissed.

19-10: Political Activity

City employees may attend and express their views at City Council meetings or any other meeting of City entities. A City employee may actively participate in partisan and nonpartisan political activities, provided that political activity in which the employee participates is exercised only during off duty hours and while not in uniform. Any Federal statutes restricting activities of certain municipal employees shall supersede the provision of this section as to such employee.

19-11: Whistle Blowing Policy

Disciplinary action shall not be taken against any employee who provides public information on matters of public concern if the information is based upon reliable sources which include documented, concrete facts to support the allegations.

19-12: Financial Responsibility

Employees who habitually fail to meet financial obligations shall be warned by their superior. If proper arrangements are not made in reasonable time, appropriate discipline may result. This is not intended to penalize honest employees who, from causes beyond their control, have accumulated unpaid bills due to illness, death, or legitimate emergencies. However, satisfactory arrangements must be made with creditors.

The State of Oklahoma allows a garnishee the option of deducting a fee of \$10.00 from an employee's wages when answering any garnishment summons to cover the costs incurred in processing.

19-13: Harassment

See City of Pryor Creek Harassment Policy

Chapter 20: Out of Town Travel & Training Policy

20-1: Policy

The City recognizes that direct benefits accrue to the City as the result of employee training through attendance at seminars and meetings. However, it should also be recognized that the employee personally benefits through his/her career development.

Educational/investigative trips will be made only by those employees who are best qualified by position, training, and experience to reap the most benefits for the City.

20-2: Procedures for Requests for Travel

- A. Each individual requesting travel must submit his/her own Travel/Training and **Reimbursement** Request Form (attachment 15) to the City Clerk's office.
- B. Brochures, registration forms, seminar agendas, or other descriptive information must accompany the trip request.
- C. Department Heads will approve out of town travel and training requests where expenditures are less than \$1,000.00. The Mayor will approve travel and training requests where expenditures are \$1,000.00 to under \$2,500.00. The City Council will approve travel and training requests where expenditures are \$2,500.00 or more.
- D. Each approved trip request must have purchase orders encumbered for the total estimated cost by his/her department prior to the trip being taken.
- E. After the trip is completed, the approved trip request, the purchase order number, a ~~Travel and Training Expense Voucher claim form (attachment 16)~~, receipts, and any other appropriate documentation shall be submitted to the City Clerk's office. The City Clerk's office will process all claims for legality and accuracy and then process the claims.

20-3: Advanced Expenses

Requests for advanced expenses must be submitted for approval no later than the last Council meeting preceding departure. Advanced expenses will only be allowed for registration fees, hotel accommodations, and airfare. To receive an advance, a copy of the approved Trip Request and all costs must be submitted.

Airfare or public transportation will be arranged for and paid in advance by the City. Employees are encouraged to consider special fares or discounts, if the savings in airfare is greater than the cost of additional meals and lodging.

Employees may use their personal funds or credit card for meals and incidentals and present itemized receipts after they return for reimbursement of authorized expenses.

20-4: Authorized Expenses and Reimbursements

Expense reimbursements will be processed through the City's accounting procedures. A Travel/Training **and Reimbursement** Request (attachment 15) should be filled out and turned in to the City Clerk's office.

- A. All original receipts for expenses must bear the following information:
 - a. The printed name of the vendor
 - b. The amount paid
 - c. The service rendered
 - d. The date paid

- B. The City will not reimburse for personal items, services, or entertainment (such as toiletries, medicine, clothing, grooming, movies, etc.). Alcoholic beverage expenses are not reimbursable by the City.
- C. Lodging will be reimbursed at actual and reasonable cost. Lodging expenses must be pre-approved. The employee will be reimbursed for the hotel bill upon submission of an itemized hotel receipt.
- D. Meal reimbursement is allowable for meals consumed by an employee attending a meeting or conference on behalf of the City. Incidental expenses include miscellaneous fees and tips for services where receipts are not obtained (baggage handler, shuttle, etc.) are subject to approval. Employees may elect to be reimbursed for meals on an “actual” basis. Under actual reimbursement, reasonable cost of meals will be reimbursed when an itemized receipt is presented. The Mayor has the right to reduce any amount exceeding thirty-eight dollars (\$38.00) per day, including tips. Meals will be reimbursed for City of Pryor Creek employees only. The City will not “pick up the tab” for others unless authorized by the Mayor.
- E. Hotel phone fees and long distance calls to the employee’s office will be reimbursed with original receipt.
- F. Rental cars require prior approval by the Mayor. Employees are required to take out loss damage insurance with the rental agreement when renting a car. A copy of the rental agreement must be submitted with the Travel/Training Expense Voucher.
- G. Transportation expenses such as, but not limited to, gasoline, airfare, taxi fare, parking, tolls, etc. fall into three (3) groups. Each group is governed as follows:
 - 1. Employees traveling on short trips, within the State of Oklahoma, using private auto:
 - a. Employees shall be reimbursed at the rate set per IRS guidelines per mile by the most direct route. In no case shall reimbursement exceed the cost of round trip coach airfare.
 - b. Employees receiving car allowance will not be eligible for mileage reimbursement for trips within the State of Oklahoma.
 - c. Employees shall be reimbursed for parking, toll fees, etc. at the actual cost with receipts.
 - 2. Employees allowed traveling on long trips, outside the State of Oklahoma, using private auto:
 - a. Employees shall be reimbursed at the rate approved by IRS guidelines by the most direct route. In no case shall reimbursement exceed the cost of round trip coach airfare.
 - b. Employees shall be reimbursed for parking, toll fees, etc. at actual cost with receipts.
 - 3. Employees allowed the use of City vehicles:
 - a. Actual operating expenses shall be reimbursed upon submittal of valid, itemized receipts.
 - b. Toll fees, parking, etc. shall be reimbursed at actual cost with receipts.

20-5: Time Limits of Requests for Reimbursement

Requests or travel expense reimbursements must be submitted to the City Clerk's office within ten (10) business days after the employee returns. Failure to do so may result in refusal of the claim. Special conditions and unusual circumstances may merit exceptions to the stated policy on travel. Each request for variances to stated policy will be considered in light of existing condition, needs, and circumstances.

Chapter 21: City Equipment

21-1: Vehicles and Equipment

City equipment is for official use only and should never be used for personal reasons. City owned and operated vehicles may be used to transport passengers not engaged in official City business provided a waiver of liability form (attachment 17) has been signed by all parties, including the Mayor and Department Head. Emergency vehicles are only to be used by authorized emergency personnel. The Department Head is charged with the responsibility of following all applicable labor laws that govern the use of City vehicles and equipment, informing all personnel, and enforcing this policy. Violation of this policy will result in appropriate disciplinary action and may include immediate dismissal.

21-2: City Owned Vehicle Use - Commuting Value Rule

It will be the policy of the City of Pryor Creek that the Mayor may approve City of Pryor Creek vehicles to be driven home by employees.

In complying with IRS regulations, employees permitted to drive City owned vehicles to commute back and forth to work, other than those exempted, are eligible for the \$1.50 per one-way commute special exemption rule but are subject to the following restriction: The employee is not allowed to use the vehicle for personal purposes or reasons other than commuting back and forth to work.

Employees who ride as a passenger back and forth to work in a City owned vehicle are subject to the same taxation record keeping rule and reporting to the City Clerk's office as the driver.

Each Department Head should identify City owned vehicles and the driver permitted to use it for commuting purposes. A list of employees who ride as passengers back and forth to work in City owned vehicles must also be identified. All City vehicles shall be clearly marked as such, except unmarked police cars.

21-3: Driver's License Requirement

All employees operating City equipment and/or driving a City owned vehicle are required to hold a driver's license and must maintain a driving record that is acceptable to the City. Failure to maintain a current driver's license and an acceptable driving record will result in suspension or termination of employment with the City.

If the driving of City vehicles classified as Commercial Motor Vehicles under Oklahoma Law may be a requirement or may be an essential function of the job, the employee shall maintain the appropriate commercial driver's license in compliance with State law.

The City of Pryor Creek must adhere to the Oklahoma Driver's License requirement as outlined in the Commercial Driver's manual.

21-4: Safe Operation

City vehicles shall be operated, at all times, in conformity with state and local laws affecting their usage.

Employees who are subject to stand-by/call-back after hours or on weekends shall respond in a physical and mental condition which does not prevent them from operating City equipment in a safe and lawful manner.

Each employee is responsible for any fines incurred as a result of driving or parking violations and is subject to disciplinary action including termination for such violations.

The Department Head and Mayor will be contacted immediately in the event of a vehicle accident which occurs in the scope and course of employment (see Chapter 16).

An employee shall be responsible to be mentally and physically fit to perform his/her duties in a safe and productive manner for all working hours.

21-5: Radios

Radios are available for City employees' safety and convenience while performing their job functions. Employees issued City owned radios shall be required to abide by all FCC regulations.

In order to protect City equipment and licenses, continued unauthorized radio traffic and/or other inappropriate actions will result in the City contacting the FCC and requesting assistance in locating the offender. Once the offender is located he/she will be subject to severe disciplinary action or termination.

Department Heads are directed to check their employees' equipment and talk with the employees to see that his/her department conducts its radio communications in the proper manner. Radio equipment is to be used for City related business only.

21-6: Vehicle Warning Lights

The only vehicles authorized to travel in a "Code 3" or "hot" manner are police, fire, and ambulance equipment.

The warning flashers on all other City vehicles are only caution lights. They are to be used when working near or on a roadway or traveling at a slow rate of speed. The lights are to be used for these safety purposes only.

21-7: Equipment and Vehicle Inspections

Periodic equipment and vehicle inspections shall be performed on all City vehicles and equipment.

Reports shall be maintained in each department and be readily available for review.

The Department Head shall be responsible for reviewing all reports and ensuring that necessary corrective action is taken.

Employees using City vehicles are responsible for proper maintenance and must report any malfunctions for maintenance requirements to their supervisor or Department Head.

21-8: Maintenance of City Vehicles

Every Department Head is responsible for ensuring accurate record maintenance on vehicles as part of the preventive maintenance program.

21-9: Personal Vehicle Utilized in the Course of Employment

Every employee shall be covered by Workers Compensation Insurance pursuant to the State Statutes of Oklahoma while operating his/her own personal vehicle as long as it is determined the employee is acting in the scope and course of employment.

When operating his/her own personal vehicle in the scope and course of employment, employees shall take the most direct route. Failure to take the most direct route or vehicles used solely for personal benefit will subject the employee to full personal liability. Should an employee deviate from this course, Workers Compensation Insurance coverage may not be applicable.

Employees shall be responsible for all physical damage which might occur to their personal vehicles. The City of Pryor Creek does not provide collision or comprehensive coverage. Employees are provided mileage/car allowance to cover incidental operating costs of the vehicle which includes the cost of insurance. Personal vehicles utilized by City employees shall comply with Oklahoma vehicle laws relating to safety.

Employees are required to carry liability insurance, as required by the State of Oklahoma. The employee's liability insurance carrier shall be considered the primary carrier for all accidents which occur in the course of employment.

Chapter 22: Miscellaneous Provisions

22-1: Retirement Plan

City employees, other than the Fire Department uniformed personnel hired before April 1, 1986, shall participate in Social Security taxation. Employees, other than uniformed Fire and Police personnel, shall participate in the City Retirement Plan beginning six (6) months after date of hire.

In the event an employee's services is terminated prior to retirement age, the employee will receive all funds contributed by the employee into the City Group Pension Plan plus interest, as determined by the City Controller. If an employee has vested, he/she will have the option of leaving his/her contribution in the plan until a later date.

Uniformed Fire and Police personnel must participate in their respective Pension Funds, as required by State Statute.

22-2: Retirement Age

The Retirement Plan provides for normal or full retirement at sixty-five (65) years of age with six (6) years vested service ~~with the exception of the elected officials who must fulfill three (3) years in office before becoming vested.~~ The normal retirement date is the first day of the month following an employee's sixty-fifth (65th) birthday.

22-3: Group Health, Dental and Life Insurance Plans

The City participates in group health, dental, life, and Flexible Spending Account insurance plans in compliance with applicable law and for the benefit of its employees. Benefits are made available to all full-time permanent and probationary employees after completion of a full month of employment with the exception of employees to whom the terms of a Collective Bargaining Agreement (CBA) apply.

The City will pay a specified percentage of the employee's premium as set by Council from year to year for single coverage (employee only) under a selected option. Membership in the family insurance plan is voluntary and available to all full-time City employees; the City will pay a specified percent as set by Council from year to year of the family premium, subject to change based on yearly renewal rates and Council approval. The maximum contribution of the City for the payment of premiums for health, dental, and life insurance coverage along with broker fees and Flexible Spending Account fees shall be One Thousand Five Hundred Dollars and No/100 (\$1,500) per month.

The City may offer a "Base Plan" and "Buy Up Plan" of insurance to its full-time employees. The premiums paid by the City under this Section shall be limited to the premiums applicable to the "Base Plan". The payment of additional premiums incurred over and above those of the "Base Plan" shall be paid by the employee.

City Employees who participate in the group health insurance plans offered by the City to its employees are obligated to participate in the application process and provide all information necessary to the City which is required for participation in the "Insure Oklahoma" program administered by the Oklahoma Health Care Authority.

The term "full-time" employee shall be defined and interpreted in this section (22-3) for purposes of health insurance only, consistent with the terms of the "Patient Protection & Affordable Care Act" regardless of the definition of that term as otherwise defined and used in the "Policy And Procedure Manual" of the city for purposes and reasons apart from this section dealing with health insurance.

22-4: Direct Deposit

Direct Payroll Deposit is mandatory for all City employees. Upon separation of service, final payroll checks shall not be directly deposited.

22-5: Employee Discounts

City of Pryor Creek employees (only) shall receive a twenty (20%) percent discount on fees charged at Pryor Recreation Center and green fees at Pryor Creek Municipal Golf Course.

Chapter 23: Education Incentive

23-1: Policy

The City of Pryor Creek recognizes the benefits of improved employee performance and organizational effectiveness through continuing education. To assist the employee in achieving this improved performance, the City offers the following Tuition Reimbursement Policy.

Tuition assistance shall be provided to regular full-time employees who have completed their probationary period of employment with a satisfactory or above evaluation. An employee who is under probation or suspension is not eligible for tuition reimbursement even if prior approval for the reimbursement has been given.

Each employee must successfully meet tuition reimbursement requirements for courses administered by a qualified, accredited Oklahoma college or university.

Courses/Classes shall not be scheduled or attended during an employee's regular scheduled working hours with the City of Pryor Creek.

23-2: Reimbursement Requirements

The City will reimburse employees for college tuition for coursework related to the employee's job, at the following rate, up to six (6) hours maximum per semester and/or trimester at an accredited Oklahoma college or university, and a tuition rate commensurate with that at Northeastern Oklahoma State University. Curriculum must be approved by Department Head and Mayor.

- 3.0 GPA: 50% tuition reimbursement
- 3.5 GPA: 75% tuition reimbursement
- 4.0 GPA: 100% tuition reimbursement

23-3: Education Pay

The City will pay employees at the following rates according to degree completion

- Associates Degree – 2% increase over base salary
- Bachelor's Degree – 4% increase over base salary
- Master's Degree – 6% increase over base salary

Appendix: Attachments, Forms, and Supplementary Documents

Attachment 1: Distribution of Policy and Procedure Manual

Name of Employee: _____

Employee Start Date: _____

_____ (employee name) acknowledges receipt of City of Pryor Creek Policy and Procedure Manual and responsibility for reading information therein.

Signature of Employee

Date

Witness in City Clerk's Office

Date

Attachment 3: Performance Review

NAME _____
JOB TITLE _____
DEPARTMENT _____
HIRE DATE _____
REVIEW PERIOD _____

PERFORMANCE RATINGS:

- 1 - OUTSTANDING
- 2 - ABOVE STANDARD
- 3 - MEETS MINIMUM REQUIREMENTS
- 4 - NEEDS IMPROVEMENT
- 5 - UNSATISFACTORY
- NOT APPLICABLE **DO NOT MARK**

ANALYTICAL SKILLS

	1	2	3	4	5
Collects and researches data:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uses intuition and experience to complete data:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working knowledge of word, excel, and other software required doing their daily job duties:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INITIATIVE

	1	2	3	4	5
Volunteers readily	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seeks increased responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Looks for and takes advantage of opportunities:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seeks help when needed:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dependable (attendance, punctuality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meets deadlines without daily direction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uses time efficiently	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Integrates changes smoothly

RESPECT

--	--	--	--	--

Honesty & Integrity always

1	2	3	4	5

Empowering others

--	--	--	--	--

Cleanliness

--	--	--	--	--

Follows orders without dissention

--	--	--	--	--

JUDGMENT

Displays willingness to make decisions:

1	2	3	4	5

Exhibits sound and accurate judgment

--	--	--	--	--

Supports and explains reasoning for decisions.

--	--	--	--	--

Includes appropriate people in decision-making process.

--	--	--	--	--

Makes timely decisions.

--	--	--	--	--

COMMUNICATION

Speaks clearly and persuasively

1	2	3	4	5

Listens and gets clarification

--	--	--	--	--

Responds well to questions

--	--	--	--	--

Writes clearly and informatively

--	--	--	--	--

Presents numerical data effectively

--	--	--	--	--

JOB KNOWLEDGE

Demonstrates accuracy and thoroughness

1	2	3	4	5

Displays commitment to excellence

--	--	--	--	--

Looks for ways to improve and promote quality

--	--	--	--	--

Monitors own work to ensure quality

--	--	--	--	--

Uses resources effectively

--	--	--	--	--

Operator A

--	--	--	--	--

Operator B

--	--	--	--	--

SUMMARY

--	--	--	--	--

EMPLOYEE COMMENTS

Employee Acknowledgement

I have reviewed this document and discussed the contents with _____.

My signature means that I have been advised of my performance status and does not necessarily mean that I agree with the evaluation.

Employee Signature / Date

REVIEWER COMMENTS

Reviewer Signature / Date

Department Head Signature / Date

Mayor Signature / Date

Attachment 4: Personnel Requisition Form

To: Mayor

Date of Request: _____

Request is hereby made to fill the vacancy in:

Department: _____

Title of Position: _____

Date of Vacancy: _____

This vacancy is the result of:

Termination of Services of _____
(last name of terminated employee)

Increased Work in Department

Applicants should report for interview to _____

Signature of Department Head

Signature of Mayor

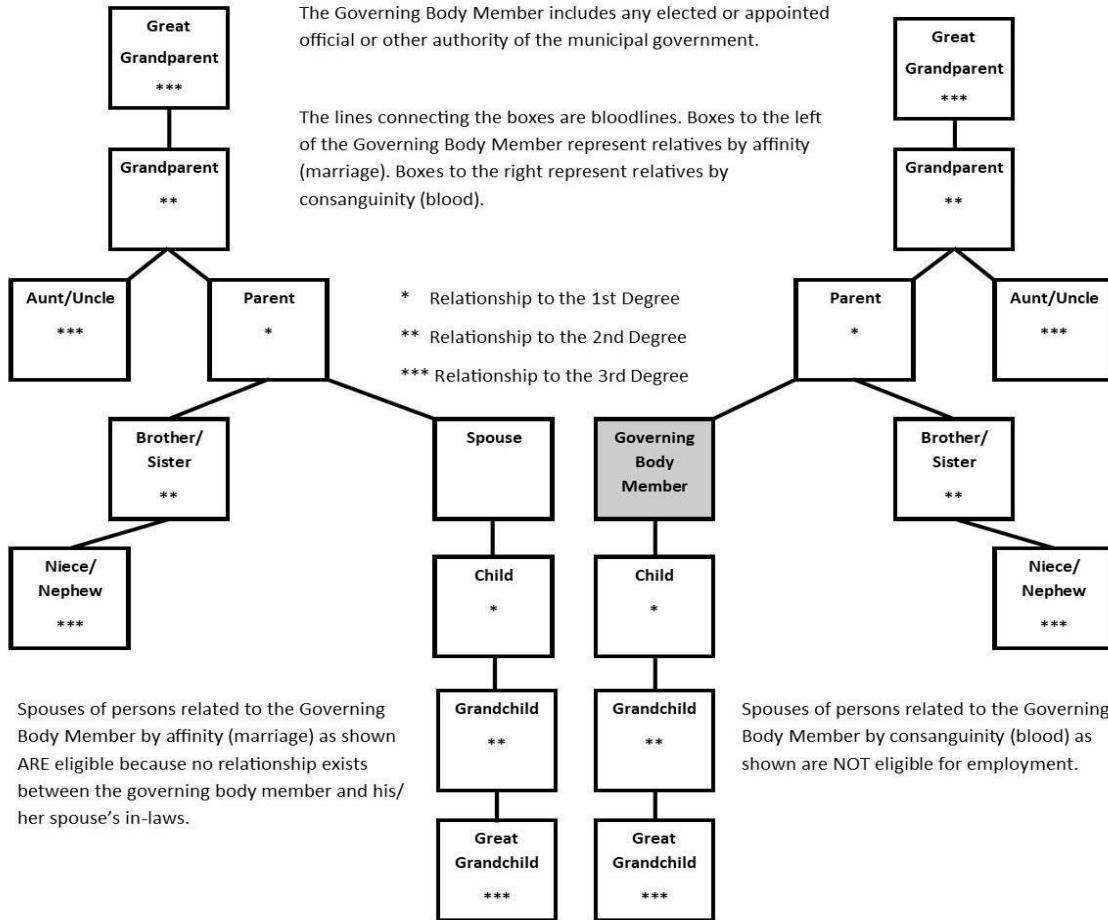
Approved

Denied

Attachment 5: Nepotism Chart

Nepotism

(Representing relatives within the 3rd Degree)



For an Attorney General's opinion on stepchildren, see 1984 OK. AG 8

Attachment 6: Supplemental Data Sheet

For justification of change in salary/position classification

Employee Name: _____

Department: _____

Current Job Title: _____

Type of Action Requested:

Step Increase

Present Range & Step: _____

Recommended Range & Step: _____

Evaluation Date: _____

Promotion

Present Range & Step: _____

Recommended Range & Step: _____

Evaluation Date: _____

Reclassification

Present Range & Step: _____

Recommended Range & Step: _____

Recommended Title: _____

Evaluation Date: _____

Transfer

Present Range & Step: _____

Recommended Range & Step: _____

Recommended Title: _____

Evaluation Date: _____

Give a brief, but full, explanation for the action requested. Use the reverse side of this form if required.

Department Head (Preparer) Signature: _____ Date: _____

Concur Mayor's Signature: _____ Date: _____

Not Concur

Attachment 7: Separation Report

Please complete this form and send it to the City Clerk's office before the last day of service, when applicable.

Employee Name: _____ Department: _____

Job Title: _____ Date of Termination: _____

Reason for End of Employment: _____Resignation _____Termination _____Retirement

Explanation (please be specific): _____

Does employee have another job? Yes No

Check items with which you believe the employee to be dissatisfied:

Pay

Supervision

Job Interest

Morale

Use of Skills

Advancement

Work Load

Equipment

Other _____

Would you consider employee for rehire in your department? Yes No Other _____

Department Head Signature: _____ Date: _____

Mayor's Signature: _____ Date: _____

Attachment 8: Time Adjustment Request

Employee Name _____ Department _____

Time Adjustments

Date:	in / out	Time:	AM / PM	Reason:
_____	_____	_____	_____	_____
Date:	in / out	Time:	AM / PM	Reason:
_____	_____	_____	_____	_____
Date:	in / out	Time:	AM / PM	Reason:
_____	_____	_____	_____	_____
Date:	in / out	Time:	AM / PM	Reason:
_____	_____	_____	_____	_____
Date:	in / out	Time:	AM / PM	Reason:
_____	_____	_____	_____	_____

Leave Request

Requested Days Off:	Type of Leave	Hours:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Employee Signature _____ Date: _____

Supervisor Signature _____ Date: _____

Department Head Signature _____ Date: _____

Edited by: _____ Date Edited: _____

Attachment 9: Employees Report of Injury

Full Name - LAST, FIRST, MIDDLE			Email Address	
Complete Address		City	State	Zip
Telephone Number	Social Security Number	Date of Birth	Sex	Occupation (job description)
Date of accident or last exposure	Time of accident or exposure		Time workday began	
	o'clock AM " PM "		o'clock AM " PM "	
Event occurred: <input type="checkbox"/> before work <input type="checkbox"/> during work <input type="checkbox"/> after work				
Last date worked		Have you returned to work?		
		YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, on what date ? _____		
Date Employer Notified		Place of Accident or Occurrence (Address)		
Who did you notify about injury?				
List any witnesses				
Injury Resulted from: Single Incident <input type="checkbox"/> Cumulative Trauma <input type="checkbox"/> Occupational Disease <input type="checkbox"/>				
What were you doing just before the incident occurred? Describe the activity as well as the tools, equipment, or material you were using. Be Specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."				
Were you performing regular duties? Explain if not.				
What happened? Tell us how the injury or illness occurred. Examples: "When ladder slipped on wet floor, fell 20 feet"; "Was sprayed with chlorine when gasket broke during replacement"; "Developed soreness in wrist over time."				
What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "sore." (These are symptoms, not injuries.) Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."				

What object or substance directly harmed you? *Examples: "concrete floor"; "chlorine"; "radial arm saw."* If this question does not apply to the incident, leave it blank.

Was injury caused by an unsafe act or condition? If so, what was it?

List safety equipment in use at time of accident.

List safety equipment that could have prevented or lessened the severity of injury.

Were you treated in an emergency room?

Yes

No

Were you hospitalized overnight as an in-patient?

Yes

No

Full Name and address of Treating Physician (please be complete)

Have you been released from medical care?

Does Physician require follow-up visit?

Do you have any medical restrictions? If so, please list.

HAVE YOU EVER COLLECTED COMPENSATION FOR A PRIOR INJURY? ___ YES ___ NO

HAVE YOU EVER CLAIMED OR RECEIVED SETTLEMENT FOR THIS INJURY BEFORE? YES ___ NO ___. IF YES FROM WHOM? ___
HAVE YOU EVER HAD ANY OTHER CONDITION OR INJURY INVOLVING THIS PART OF YOUR BODY? ___ YES ___ NO. IF YES, GIVE DETAILS:

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM (TITLE 21 O.S. § 1662)

I DECLARE, UNDER PENALTY OF PERJURY, THE ABOVE FACTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

(EMPLOYEE'S SIGNATURE)

DATE

Attachment 10: Supervisors Accident Investigation Report

DEPARTMENT	NAME OF INJURED		
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	
HOME ADDRESS	CITY	STATE	ZIP
HIRE DATE		DATE OF ACCIDENT	
EMPLOYEE'S USUAL OCCUPATION			
OCCUPATION AT TIME OF ACCIDENT			
TIME WORK DAY BEGAN		TIME ACCIDENT OCCURRED	
NAME(S) OF OTHER EMPLOYEE(S) INJURED IN SAME ACCIDENT			
NAME AND ADDRESS OF TREATING PHYSICIAN			
NAME AND ADDRESS OF HOSPITAL			
SPECIFY LOCATION OF ACCIDENT (ADDRESS)			
TIME OF INJURY		AM	PM
SEVERITY OF INJURY:			
___ Fatality		___ First Aid	
___ Lost workdays – days away from work		___ Medical Treatment	
___ Lost workdays – days of restricted activity			
___ Other, specify _____			

PHASE OF EMPLOYEE'S WORKDAY AT TIME OF INJURY:

- During Rest Period Working Overtime
- During Meal Period Entering or Leaving
- Performing Work Duties
- Other, specify _____

8. What was the employee doing just before the incident occurred? Describe the activity as well as the tools, equipment, or material the employee was using. Be Specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

9. What happened? Tell us how the injury or illness occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

10. What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "sore." (These are symptoms, not injuries.) Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

11. What object or substance directly harmed the employee? *Examples:* "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

Employee was working: Alone With crew or fellow worker Other, specify _____

SUPERVISION AT TIME OF ACCIDENT:

- Directly supervised Not supervised
- Indirectly supervised Supervision not feasible

CORRECTIVE ACTIONS. Those that have been, or will be taken to prevent reoccurrence.

Prepared by _____ Approved by _____

Department _____ Date _____

Attachment 11: Damages to City Property Report

To be filled out by the City of Pryor Police Department investigating officer. A copy of this report is to be attached to the official police traffic collision report and forwarded to the Mayor of the City of Pryor immediately.

Driver: _____

Address: _____

City: _____ State: _____ Zip: _____

City Property Damaged: _____

Location: _____

How Damage Occurred: _____

Name of Insurance Carrier: _____

Carrier's Address: _____

City: _____ State: _____ Zip: _____

Witnesses: Name: _____

Address: _____

Name: _____

Address: _____

Additional Comments by Investigating Officer: _____

City of Pryor Police Department

Investigating Officer: _____

Date: _____

Attachment 12: Voluntary Statement

_____ Accident Victim _____ Accident Witness

Date of Statement: _____ Time Statement Started: _____ AM/PM

I, the undersigned _____ currently employed by the City of Pryor Creek's _____ department as a _____ do hereby make the following statement to _____ knowing that I do not have to make any statement nor incriminate myself in any manner, do hereby make this statement voluntarily, of my own free will, free of any threat, coercion, offer of benefit, favor or leniency by any person(s) whomsoever. I further declare this statement is made with the understanding that it may later be used in any court of law concerning the accident and agree it may be entered as statement if I am not present, concerning an accident occurring on __/__/20__ at the location of _____.

Statement in employee's handwriting: _____

I declare under penalty of perjury the above facts are true and correct to the best of my knowledge.

Employee Signature: _____

Witnessed by: _____ Title: _____

My Commission Expires: _____

Notary Public: _____

Continued on next page End of Statement

Attachment 13: Notice of Reprimand

Employee Name: _____ Date: _____

Department: _____ Title: _____

Reprimanded for (check all that apply):

- | | | | |
|-----------------------|--------------------------|---|--------------------------|
| Insubordination | <input type="checkbox"/> | Misuse of City Equipment | <input type="checkbox"/> |
| Defective Work | <input type="checkbox"/> | Leaving workplace without permission | <input type="checkbox"/> |
| Chronic Lateness | <input type="checkbox"/> | Violation of City or Department Policy | <input type="checkbox"/> |
| Carelessness | <input type="checkbox"/> | Failure to obey Safety Rules | <input type="checkbox"/> |
| Chronic Absence | <input type="checkbox"/> | General Conduct (explain below) | <input type="checkbox"/> |
| Dishonesty | <input type="checkbox"/> | Horseplay/Disorderly Conduct | <input type="checkbox"/> |
| Loafing on the Job | <input type="checkbox"/> | Absence without Cause | <input type="checkbox"/> |
| Other (specify below) | <input type="checkbox"/> | Being under the influence, consuming
and/or possession of intoxicants or illegal
drugs while on duty. | <input type="checkbox"/> |

Comments: _____

Was a notice of warning give for this infraction? Yes No

Disciplinary Action Taken: None Suspension Demotion
 Disciplinary Probation Dismissal
 Other (explain) _____

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Mayor's Signature: _____ Date: _____

Attachment 14: Corrective Disciplinary Report

Employee Name: _____ Date: _____

Job Title: _____ Department: _____

Date of Violation: _____

Statement of Facts: _____

Recommended Action: _____

Was the employee placed on probation? Yes No If yes, for how long? _____

Has the employee received previous verbal or written warning regarding this violation?

Yes No

Will this report be placed in the employee personnel file? Yes No

Department Head's Signature: _____

I have read and discussed this report with my supervisor.

Employee's Signature: _____

Mayor's Signature: _____

Attachment 15: Travel/Training and Reimbursement Request

(A) Name of Claimant: _____ Department: _____

(B) Training Title: _____

(C) Training Location: _____

(D) Training Dates: FROM _____ TO _____

(E) Registration Fees: \$ _____ Encumbrance Account # _____

(F) Airfare \$ _____ Encumbrance Account # _____

(G) Lodging \$ _____ Encumbrance Account # _____

Lodging Dates: _____

(H) Mileage for personal vehicle use \$ _____

(I) Car Rental \$ _____

(J) Meal Expenses

Type of Reimbursement: Check One

Actual meal reimbursement. Encumbrance Account # _____

Must provide receipts. May be limited to \$38.00 per day

City Charge Card. Encumbrance Account # _____

Must provide receipts. May be limited to \$38.00 per day

Per Diem meal reimbursement.

Per Diem Total \$ _____ Encumbrance Account # _____

All original receipts for expenses must bear the following information:

The printed name of the vendor; The amount paid; The service rendered; The date paid

Employee signature Department Head Signature

Mayor's Signature Date Approved

Attachment 15: Travel and Training Request

Date of Request: _____

Employee Name: _____ Department: _____

Description of Training to be received: _____

Training Date(s): From _____ To _____ Destination _____

Are there others in your department or in other City departments who would benefit from this training? Yes _____ No _____

Could this training be done "in house"? Yes _____ No _____

If you are traveling out of state, could this training be obtained in Oklahoma? Yes _____ No _____

Cost Estimate

Hotel / Motel: _____ days at \$ _____ per day. \$ _____

Mode and Cost of Travel:

Personal Vehicle @ IRS mileage guidelines

Airline _____

City Vehicle (actual gas reimbursement) \$ _____

Meals: _____ days at \$ _____ per day.

Per Diem Actual Receipts City Credit Card \$ _____

Registration fee for training. \$ _____

Rental Car Expense – Mayor Approval. \$ _____

Other Expenses (Detail): \$ _____

Total Estimated Cost of Training/Travel \$ _____

Employee's Signature

Department Head Signature

Mayor's Signature

Date Approved

Attachment 16: Travel/Training Expense Voucher

(G) Name of Claimant: _____ Department: _____

(H) Conference Title: _____

(I) Conference Location: _____

(J) Conference Dates: FROM _____ TO _____
(Brochures, registration forms, seminar agenda or other descriptive information must accompany the request for reimbursement).

(K) Registration: \$ _____ (F) Airfare \$ _____
PO # _____ PO # _____

(K) Lodging & Taxes _____ + _____ = _____ x _____ = \$ _____
Rate per night Taxes Total per night # of nights

If Advanced — PO # _____ [] City Credit Card

(L) Mileage: _____ x _____ = \$ _____

(M) Meal Expenses

Date and time of departure to seminar/meeting _____
Date Time

Date and time of departure from seminar/meeting _____
Date Time

Departure time is the "reasonable" time, either from home or work, you must leave in order to reach the destination of the seminar/meeting.

Type of Reimbursement: Check One

Actual meal reimbursement.
Must provide receipts. May be limited to \$38.00 per day

City Charge Card
Must provide receipts. May be limited to \$38.00 per day

Per Diem meal reimbursement.
Location: _____ Rate per Location \$ _____ If Advanced PO # _____

Attachment 17: Release Form

Name of Child _____ Age _____

Address _____

City _____ State _____ Zip _____

Phone _____

**NOTICE:
PARENT OR GUARDIAN MUST SIGN THIS RELEASE
PLEASE READ CAREFULLY.**

I fully realize the possible dangers of riding in a city owned vehicle and fully assume the risks associated with my child's or ward's participation, including by way of example, but not limited to: falls, the danger of collision with pedestrians, vehicles, and fixed or moving objects, and the effect of weather. All risks are known and appreciated by me.

I hereby state that the child has no physical or medical condition which, to my knowledge, would endanger themselves or others.

Having read this waiver and the afore mentioned stated facts, and in consideration of acceptance, I hereby waive, release, and discharge for myself, my heirs, executors, administrators, assigns, legal representatives, and successors in interest, any and all rights and claims which I have or which may hereafter accrue to me against public entities, law enforcement agencies, and all other people associated in any way from any and all responsibility of liability for any accident or injury arising out of riding in a city vehicle.

I, as parent or guardian of the above named minor, hereby give my permission for my child, or ward, to ride in a city vehicle and further agree individually, and on behalf of my child or ward, to ride in a city vehicle and further agree individually, and on behalf of my child or ward to the above terms.

Signature of parent or guardian _____ Date _____

Attachment #18: Resolution 92-10

A RESOLUTION ESTABLISHING A REDUCTION IN FORCE POLICY FOR THE CITY OF PRYOR CREEK, OKLAHOMA.

WHEREAS, it is in the best interest of the City of Pryor Creek, Oklahoma, and its employees that a reduction in force policy be established;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, AS FOLLOWS, TO-WIT:

1. That there is hereby established a reduction in force team which shall consist of the following individuals:
 - a. Mayor of the City of Pryor Creek, Oklahoma
 - b. Chairman of the Budget Committee
 - c. Chairman of the Personnel Committee
 - d. Department Head of any City department which is potentially being considered for a reduction in force
2. It would be the responsibility of the reduction in force team to objectively evaluate any positions to be eliminated and to make its recommendations directly to the City Council of the City of Pryor Creek, Oklahoma.
3. When a position in a department is eliminated as a result of a reduction in force, the employee last to be hired will be laid off first subject to the provisions below.
4. That any city employees laid off as the result of an elimination of a position by reduction in force shall be subject to recall if that position is reopened at a later date. In recalling laid off employees the City of Pryor shall recall first those employees most recently laid off, however, subject to the provisions as set out below.
5. In order to qualify for recall a laid off employee, regardless of past seniority, must be qualified to do the open position without additional training. The City of Pryor reserves the right to reassign, retained or laid off employees to a position which is available regardless of seniority of any particular employee.
6. In recalling a laid off employee the City will rely on the employees last address as shown on their application records. It is the duty of the laid off employee to keep the City informed of their current home address. When a laid off employee is recalled the City will send certified mail to the laid off employee's home.



Standingwater, Jae <standingwaterj@pryorcreek.org>

Fwd: City of Pryor Creek, OK Recodification Proposal - American Legal Publishing

1 message

Courtney Davis <daviscj@pryorcreek.org>
To: Agenda Requests <agenda@pryorcreek.org>

Fri, May 3, 2024 at 12:29 PM

Please place this on your list for 5/21/24 council meeting. Could you please include this email in the packet along with the proposal and example legal review that they provided?

Discussion and possible action regarding approving American Legal Publishing to perform a Recodification on the City's Code Book.

Thank you,

Courtney Davis

City Clerk

12 N Rowe, Pryor Creek, OK 74361

PO Box 1167 Pryor Creek, OK 74362

Phone: 918-825-0888

Fax: 918-825-6577

----- Forwarded message -----

From: **Ross Heupel** <RHeupel@amlegal.com>

Date: Fri, May 3, 2024 at 10:54 AM

Subject: City of Pryor Creek, OK Recodification Proposal - American Legal Publishing

To: daviscj@pryorcreek.org <daviscj@pryorcreek.org>

CC: malonel@pryorcreek.org <malonel@pryorcreek.org>

Courtney and Lisa,

As requested, attached is a Recodification Proposal for the City of Pryor Creek based on your estimated page count (1,200 pages).

Fee: \$25,945.00

Recodification Includes a comprehensive Legal Review, ten sets of your code/leather binders, and a revised version of your Online Code.

You have two years to pay the recodification fee.

Payment Terms: you do not have to pay any fees in advance; you'll be asked to pay fifty percent when you receive the draft and legal review.

You'll pay the balance after the project has been completed.

Codification includes a thorough legal review; it provides information on inconsistencies in your ordinances and reviews your code's state statutory citations for currency.

This review does not take the place of the municipal attorney. Instead, it provides research support to your attorney and municipal staff, saving you time and expense in your code review because it identifies possible conflicts between the code and state statutes, inconsistencies within the code, and any obsolete citations.

I've attached an example of an Oklahoma legal review (Cache, Oklahoma).

Our Digital Oklahoma Codes - <https://codelibrary.amlegal.com/regions/ok>

Key Features - <https://www.amlegal.com/tutorials>

Project Timeline (12 months)

-You'll receive a Legal Review and Draft within seven months.

-Please address the Legal Review and Draft questions within eight weeks. You can schedule a conference call with our editorial staff to discuss the findings of the legal review.

-You'll receive your books within three months of addressing the legal review and draft questions.

I'll call Monday to check if you have any questions.

Regards,

Ross Heupel

Codification Consultant

American Legal Publishing
A Member of the ICC Family of Solutions
Direct: 513-720-7805



2 attachments

 **Pryor Creek, OK American Legal Recodification Proposal 5-3-24.pdf**
844K

 **Legal Review - Cache, OK.pdf**
185K

LEGAL AND EDITORIAL RESEARCH AND REPORT

CACHE, OKLAHOMA

AMERICAN LEGAL PUBLISHING CORPORATION

Introduction

This report has been created in conjunction with the preparation of a preliminary manuscript of the code of ordinances for Cache, Oklahoma, and is intended to assist in the review of the preliminary manuscript of your code. It describes editorial decisions made in creating the manuscript and provides a list of questions which need to be addressed by the city.

Please note that any questions of a legal nature contained in this report should be addressed to your City Attorney. This editorial report should not be considered as a substitute for the competent advice of your City Attorney, and we are in no way assuming the role of attorney for the city.

Upon receipt of your answers to the following comments, we will be able to complete production of your new code. The contractual review period (during which the city is to review the preliminary manuscript and respond to this report) is **60 days** following the receipt of this report. **Consequently, your responses will be due by November 9, 2020.** Please feel free to make changes and suggestions to the preliminary manuscript in addition to those discussed in the following comments. Upon receipt of your responses, we will finish and ship the first of edition of the code to you within ten to twelve weeks. If you will need to extend this review period, please let us know.

Also, remember that the “preliminary” manuscript is for review purposes only. An index and parallel reference tables, which will indicate the location of each former code section, statute, and ordinance within the code, will be inserted in the final version of the code. The final code will also contain tab dividers before each chapter, the appendices, table of ordinances, the index, and the parallel references and will be printed on white paper.

General Comments

1) We have organized the new code into the following titles, chapters, and sections:

Title I	General Provisions	Title IX	General Regulations
Title III	Administration	Title XI	Business Regulations
Title V	Public Works	Title XIII	General Offenses
Title VII	Traffic Code	Title XV	Land Usage
			Table of Special Ordinances

- 2) In order to complete your new code, we need the following items:
- a) Your responses to this report, which may be marked directly on this report;
 - b) A copy of each new ordinance passed since the last one included in your draft manuscript (which is listed on the front cover of your blue draft manuscript, being Ord. 2019-10, passed 11-18-2019); and
 - c) Any other changes you wish to make, which may be marked directly on your blue draft manuscript if you intend to return the draft to us or on a separate sheet of paper.
- 3) An O.S. cite included in the history indicates that the text of the section reads either verbatim or substantially the same as the statute. Example: (11 O.S. § 27-123) (Ord. 10, passed 1-17-1980; Ord. 20, passed 1-1-1985). An O.S. cite set forth as a “statutory reference” following the text of the section indicates that the reader should refer to that statute for further information. Example:

§ 39.01 PUBLIC RECORDS AVAILABLE.

This city shall make available to any person for inspection or copying all public records, unless otherwise exempted by state law.

Statutory reference:

Inspection of public records, see 51 O.S. §§ 24A.1 et seq.

- 4) Note that chapters in your new code are separately paginated for ease of supplementation. If, for example, the city adds material to Chapter 5 during a supplement, then the page numbers in Chapter 5 will shift accordingly and the page numbers in the remaining titles will remain stable. Because the city pays a charge per page in supplementation, this style of pagination will actually save the city money. If some code users are concerned about their ability to locate material quickly, please remind them that the final product will have tabbed dividers before each chapter, clearly marked with the name of that title.

Research and analysis

Responses

GENERAL COMMENTS

- 5) Your codification contract base price (\$7,650) is based upon an estimated 425 pages. Your draft manuscript is currently 524 pages, minus an index, but including a preliminary PR Table. The index will probably add another 40-45 pages. Please note that under your codification contract, pages above the estimate are charged on a per page basis. This is not a penalty, but is intended to compensate for the overage as if it had been included in the initial estimate and price.
- 6) The below sections contain fees, fines or other dollar amounts which are derived from legislation over five years old. They may be obsolete or in need of updating. If you wish to update any of these, you may mark your changes on the blue draft manuscript and return it to us with your responses to this report. If you choose to list your changes on a separate sheet, please be sure to specify the section number and the old and new dollar amount(s). Unless otherwise instructed, we will retain these provisions as presently edited.

Research and analysis

Responses

Chapter 1:	1-80; 1-81; 1-107; 1-108; 1-111; 1-140; 1-210; 1-230; 1-250; 1-251
Chapter 2:	2-10; 2-30
Chapter 3:	3-8; 3-120; 3-36; 3-96; 3-102
Chapter 4:	4-22; 4-23; 4-25; 4-165; 4-171; 4-174; 4-178
Chapter 5:	5-3; 5-4; 5-81; 5-103; 5-105
Chapter 6:	none
Chapter 7:	7-21; 7-25
Chapter 8:	none
Chapter 9:	9-31
Chapter 10:	10-4; 10-5; 10-20
Chapter 11:	11-15; 11-16; 11-29; 11-30; 11-32; 11-50
Chapter 12:	none
Chapter 13:	13-11; 13-22; 13-41; 13-70; 13-78
Chapter 14:	14-3; 14-6
Chapter 15:	15-38; 15-39; 15-82; 15-89; 15-142
Chapter 16:	16-24; 16-43; 16-140
Chapter 17:	none
Chapter 18:	18-16; 18-165
Chapter 19:	none
Chapter 20:	none

- 7) Please note that where there is no response to a comment below by the city, we *WILL NOT* make any of the suggested changes that we've submitted. Consequently, we suggest that you review all of the comments to ensure that they have been answered fully.
- 8) Throughout your code, both "Clerk" and "Clerk-Treasurer" are used. If the city like to have this title used consistently, please indicate which title should be used throughout. See, for example, § *1-41 City Clerk-Treasurer*.
- 9) We added ordinance histories for the legislation we received, but the old code did not have any histories. Do you want to retain the histories that we have used in the manuscript, or would the city like to provide histories for the rest of the code?

(Note: 11 O.S. § 14-105, *Ordinance Book - Entries*, requires that every ordinance enacted by a municipal governing body "shall be entered in an ordinance book immediately after its passage. The entry shall contain the text of the ordinance and shall state the date of its passage, the page of the journal containing the record of the final vote on its passage, the name of the newspaper in which the ordinance was published, and the date of the publication.")

- 10) In the materials submitted to us, the city indicated on all their ordinances their placement within the code. Ord. 13-03, however, concerning a 2% tax on receipts from sales of gas, did not have numbering to indicate that it should be in the code. We therefore did not include it. However, the topic appears to belong in the code. Please indicate whether Ord. 13-03 should be included in your code and if so, where.

CHAPTER 1: ADMINISTRATION

- 11) §§ *1-20 Election and Terms of Council Members and Officers*. Subsection (5) of this section provides that, “Pursuant to 11 O.S. § 16-302, the city declares that it shall not be governed by the State Meeting Act as a means of electing its officers and deciding initiative and referendum questions.”
- a) The section of state code being cited, 11 O.S. § 16-302, however, applies only to “municipalities with fewer than two thousand (2,000) residents, according to the latest Federal Decennial Census, that are not governed by charter.” We suggest that this section be reviewed by your city counsel for consideration whether it should be revised or deleted in light of the fact that the population of Cache was 2,796 at the 2010 census. https://en.wikipedia.org/wiki/Cache,_Oklahoma. We will retain the text as currently edited unless we are advised otherwise.
- b) If this section is retained, do you want to further clarify this code section by revising the text as follows: “Pursuant to 11 O.S. § 16-302, the city declares that it shall not be governed by the State Open Meeting Act (being 25 O.S. §§ 301–314) as a means of electing its officers and deciding initiative and referendum questions.” ?
- 12) § *1-23 City Council Meetings*. Subdivision (1) of this section requires meetings be held “meetings held in the City Hall (or another agreed upon place which is open to the public),” which apparently does not allow for the “*Videoconference Exceptions*” now provided by 25 O.S. § 307.1 We suggest this provision be reviewed by your city counsel for possible revision to permit such meetings in light of the recent COVID-19 pandemic. We will make no changes to the text of this section as currently edited unless we are advised otherwise.

(Note: See 25 O.S. § 307.1 History: Amended by Laws 2020, c. 3, s. 3, eff. 3/18/2020; Amended by Laws 2019, c. 119, s. 1, eff. 8/29/2019 etc.)

- 13) § 1-41 *City Clerk-Treasurer*. Under the Oklahoma Open Records Act, 51 O.S. §24A.1 et seq., a “public body must provide prompt, reasonable access to its records but may establish reasonable procedures which protect the integrity and organization of its records and to prevent excessive disruptions of its essential functions.” 51 O.S. § 24A.5(6). Further, “a public body shall designate certain persons who are authorized to release records of the public body for inspection, copying, or mechanical reproduction. At least one person shall be available at all times to release records during the regular business hours of the public body.” 51 O.S. § 24A.5(7). We have not located such a designated officer or a process to provide timely access within the provisions of your code. We strongly recommend review of the Open Records Act and your code by your city attorney to assure your city’s compliance with its requirements in all respects. We will make no changes to the text of this section as currently edited unless we are advised otherwise.
- 14) § 1-45 *Municipal Judge; Alternate and Acting Judges*. Subsection (8) of this section states, “(75 O.S. §§ 308 through 317 and any amendments or additions thereto in effect at the time of the hearing) shall govern removal proceedings hereunder, so far as they can be made applicable.” Although the process set forth in those statutes relating to the Administrative Procedures Act of Chapter 8 might be adapted to a removal process by your city council, we suggest that counsel for the city might also consider whether referral to the Rules Governing Complaints on Judicial Misconduct, and in particular, Rule 4, relating to removal by the Chief Justice might be appropriate, either by revision of the text of this section or as an additional “statutory” or other reference. We will make no changes to the text as edited unless we are directed otherwise.
- (Note: See: 20 O.S. § 1404, *Additional Grounds for Removal of Judicial Officer*; Rules Governing Complaints On Judicial Misconduct, Chapter 1, App. 4-A, Rule 3, *Council on Judicial Complaints*, and Rule 4, *Review By Chief Justice*, adopted by Order of the Supreme Court, 2006 OK 82, eff. October 27, 2006.)
- 15) § 1-257 *Amendments or Additions to the Code of Ordinances*. Although there may be statutory authority regarding the form of code amendments or additions that we have not located, the form of the ordinances required by your code subsections (3) and (4) does not appear to conform to the form required by § 14-104, *Style of Ordinances - Title and Subject - Enacting Clause*. We suggest that this section be reviewed by your city counsel for possible revision. We will make no changes to the text as currently edited unless we are advised otherwise.
- 16) § 1-190 *Extension of Benefits*. Do you want to supply a complete citation to the federal statutory reference in this section, as follows: “...the benefits of the system of federal old-age and survivors insurance, as authorized by the Federal Social Security Act (being 42 USC 401 et seq.) and amendments thereto.” ?

CHAPTER 2: ALCOHOLIC BEVERAGES

- 17) § 2-1 *State Alcoholic Beverage Control Act Adopted*. This section contains a citation that needs review by your city counsel and clarification. Do you want to revise the text of this section to read as follows: “The State Alcoholic Beverage Control Act (37A O.S. §§ ~~2 1~~ through ~~105 168~~ and ~~37A O.S. §§ 503 et seq.~~) is hereby adopted ...” ?

(Note: See 37A O.S. § 1-101 (“Sections 1 through 168 of this act shall be known and may be cited as the ‘Oklahoma Alcoholic Beverage Control Act.’”

Please also note: If only select portions of this Act are meant to be adopted, the present citation still does not align with the sections as set forth in Title 37A. Please advise us how the text should read. We will make no changes to the text as currently edited unless we are advised otherwise.)

- 18) § 2-10 *Municipal Occupation Tax; License; Reporting*.
- a) Under subsection (2) of this section, do you want to supply a complete citation to the federal statutory reference, as follows: “...societies which are exempt under § 501(c)(19), (8) or (10) of the Internal Revenue Code (being Internal Revenue Code (IRC) 26 U.S.C. § 501(c)(19), (8) or (10).
 - b) Under subsection (3)(c) of this section, we are unable to verify the accuracy of the citation to 49 U.S.C. § 24301 or to suggest a replacement citation within the scope of this legal review; that section of the U.S. Code does not mention fees for an airline/railroad beverage license held by a railroad. Please review this section with your city counsel and advise us of any changes that are needed to the citation. We will make no changes to the text as currently edited unless we are advised otherwise.
- 19) § 2-30 *Clubs: Application for Certificates of Compliance*. Do you want to update the citation in subsection (1) to reflect the repeal of Title 37 and the passage of the Oklahoma Alcoholic Beverage Control Act as follows: “ O.S. Title 37A” ?

(Note: See, e.g., Okla. Stat. tit. 37 , § 1-101, legislative history: Added by Laws 2016, c. 366, s. 1, eff. 10/1/2018.)

CHAPTER 4: BUILDING AND CONSTRUCTION

- 20) § 4-20 *Building Permits*. Please review the dates that are used for the city’s FIRM. In subsection (9), July 20, 2009 is used. In subsection (10), March 18, 1987 is used. In § 4-156, July 20, 2009 is used. Please advise us how the text should read.

- 21) § 4-150 *Flood-prone Areas*. In this section, a range of statutes under Title 82, Chapter 23, of the Oklahoma Floodplain Management Act, is defined. Additional sections are found under that chapter. Do you want to revise the text of this section to read as follows: “The Legislature of the state has in 82 O.S. §§ 1601 through ~~1618~~ 1620.1, as amended, delegated the responsibility to local governmental units to adopt ordinances designed to minimize flood losses. Therefore, the city ordains the following, to be effective on and after July 20, 2009.” ?

(Note: 82 O.S. § 1620 carries the catchline, *Floodplain Administrator - Designation, Duties, Accreditation*. History: Added by Laws 2004, HB 2284, c. 95, §4, eff. January 1, 2005; Amended by Laws 2011, HB 1692, c. 214, §14.

82 O.S. § § 1620.1 carries the catchline, *Accreditation Standards for Floodplain Administrators*, History: Added by Laws 2004, HB 2284, c. 95, §5, eff. January 1, 2005.)

- 22) § 4-154 *Definitions*. Under the definition of START OF CONSTRUCTION, do you want to complete the citation provided as follows: “For other than new construction or substantial improvements under Coastal Barrier Resources Act (~~Public Law 97-348~~ being 16 USC 3501 et seq.), includes...” ?

- 23) § 4-162 *Designation of the Floodplain Administrator*. Do you want to further specify in your reference, for ease of reference by the users of your code, as follows: “The City Council designates the Code Enforcement Officer as Floodplain Administrator to administer and implement the provisions of this article and other appropriate sections of national flood insurance program regulations in C.F.R. Title 44 pertaining to the floodplain management (being 44 CFR Part 60 - Criteria for Land Management and Use).” ?

(Note: Please review this section and suggested citation with your city counsel.)

- 24) § 4-163 *Duties and Responsibilities of the Floodplain Administrator*. As discussed above with respect to § 4-150 *Flood-prone Areas*, a range of statutes under Title 82, Chapter 23, of the Oklahoma Floodplain Management Act, is defined in subsection (1) of this section of your code. Two additional statutory sections are now found under Chapter 23, however. Do you want to revise the text of this section to read as follows: “1. Become accredited by the OWRB in accordance with 82 O.S. §§ 1601 through ~~1618~~ 1620.1, as amended;” ?

(Note: 82 O.S. § 1620 carries the catchline, *Floodplain Administrator - Designation, Duties, Accreditation*. History: Added by Laws 2004, HB 2284, c. 95, §4, eff. January 1, 2005; Amended by Laws 2011, HB 1692, c. 214, §14.

82 O.S. § 1620.1 carries the catchline, *Accreditation Standards for Floodplain Administrators*, History: Added by Laws 2004, HB 2284, c. 95, §5, eff. January 1, 2005.)

- 25) § 4-165 *Variances*. Subsection (1) twice refers to the State Floodplain Management Act. Do you want to complete the references, for ease of the users of your code, as follows:
- “ a. The City Council may ...requirements of the State Floodplain Management Act, being Chapter 23 of Oklahoma Statutes Title 82) or this article, ...
- b. Any variance so granted ...liability imposed by the State Floodplain Management Act, being Chapter 23 of Oklahoma Statutes Title 82) or by other laws of the state.” ?
- 26) § 4-169 *Floodways*. Subsection (3) provides that “The city may permit encroachments within the adopted floodway that would result in an increase in base flood elevations, **provided that the applicant for the development permit complies** with all of 44 C.F.R. § 65.12.” (Emphasis added.) That C.F.R. section, bears the catchline, *Revision of flood insurance rate maps to reflect base flood elevations caused by proposed encroachments*, however, and relates solely to the burdens placed on the “community” to apply to the Federal Insurance Administrator for conditional approval of such action prior to permitting the encroachments and requires submission of documentation by the community as part of its application. It does not mention any “burdens” placed on an applicant. We therefore suggest that this section be reviewed by your city counsel for revision or an alternate citation. We will make no changes to the text as edited unless we are advised otherwise.

CHAPTER 5: BUSINESSES AND OCCUPATIONS

- 27) § 5-101 *Shooting Galleries*. This section cites to a range of statutes, in which an additional provision exists, under O.S. Title 63, Chapter 30, *Shooting Galleries and Ranges*. Do you want to revise the text of this section to read as follows: “ ...in accordance with the standards, specifications and requirements of 63 O.S. Chapter 30, §§ 701 through ~~708~~ 709.2, as amended,...” ?

(Note: 63 O.S. § 709.2 bears the catchline, *Exemption from Liability for Noise*)

CHAPTER 7: FIRE PREVENTION

- 28) § 7-1 *Volunteer Fire Department*. Do you want to correct and complete the reference in subsection (1) as follows: “There is hereby established for the city a Volunteer Fire Department under the provisions of the State Volunteer ~~Firemen’s~~ Firefighters Act, being O.S. §§ 11-29-201 through 11- 29-205.” ?

(Note: See O.S. § 29-201, *Short Title - Purpose*)

CHAPTER 10: MANUFACTURED, MOBILE AND MODULAR HOUSING

- 29) § 10-2 *Definitions*. Under the definition of MANUFACTURED HOUSING, do you want to correct and complete the reference as follows: "...built in compliance with the Federal Manufactured Housing Construction and Safety Standards ~~Code~~ Act of 1974, being 42 U.S.C. Chapter 70, § 5401 et seq." ?

(Note: The National Manufactured Housing Construction and Safety Standards Act of 1974 (the Act) authorizes HUD to establish and amend the Federal Manufactured Home Construction and Safety Standards (the Construction and Safety Standards, or Standards) codified in 24 CFR part 3280. The Act was amended in 2000 by the Manufactured Housing Improvement Act of 2000 (Pub. L. 106-569), by expanding its purposes and creating the Manufactured Housing Consensus Committee (MHCC).)

CHAPTER 13: OFFENSES

- 30) § 13-15 *Immoral Conduct, Shows or Exhibitions; Nudity*. Subsections (1), (2), and (4) in this section of your code may invite constitutional challenge if enforced, on grounds of being vague or overbroad restrictions on the freedom of speech. Language or conduct which some may consider obscene, profane, annoying or insulting may still be protected under the First Amendment. See, for example, *Cohen v. California*, 403 U.S. 15 (1971). See, also, *Regulating Adult Entertainment: Legal Principles and Issues*, December 2009 Comment By Daniel Olson, Assistant Legal Counsel, <https://static1.squarespace.com/static/59bba641cd39c38913f702a0/t/5e3db655aafa9459cfd85de0/1581102677995/regulatigadultent.pdf>. The Article can be found at Oklahoma Municipal League : <https://www.oml.org/> Although the language of your ordinance tracks the statutory language found at 11 O.S. § 22-110, we nevertheless recommend that this section be reviewed by your city counsel for revision. We will make no changes to the texts as currently edited unless we are advised otherwise.

- 31) § 13-40 *Carrying Weapons; Discharging Firearms*. This section should be reviewed by your city counsel for possible revisions or deletion in light of state legislation preempting “the entire field of legislation in this state touching in any way firearms, knives, components, ammunition, and supplies to the complete exclusion of any order, ordinance, or regulation by any municipality or other political subdivision of this state.” Although a municipality may adopt an ordinance relating to the discharge of firearms within the jurisdiction of the municipality, and allowing the municipality to issue a traffic citation for transporting a firearm improperly as provided for in Section 1289.13A of O.S. Title 21, provided, however, that penalties contained for violation of any ordinance enacted pursuant to the provisions of this subparagraph shall not exceed the penalties established in the Oklahoma Self-Defense Act. 21 O.S. § 1289.24(A)(2). Another state statute authorizes the carry of loaded and unloaded shotguns, rifles and pistols without a handgun license as authorized by the Oklahoma Self-Defense Act under a variety of conditions including awful self-defense and self-protection or any other legitimate purpose not in violation of any legislative enactment regarding the use, carrying, ownership and control of firearms.

(Note: See, e.g., **21 O.S. § 1289.24**, *Firearm Regulation - State Preemption History*: Amended by Laws 2019, c. 1, s. 8, eff. 11/1/2019; amended by Laws 2015, c. 241, s. 1, eff. 11/1/2015; Laws 1985, HB 1114, c. 28, § 2, eff. November 1, 1985; amended by Laws 1985, HB 1572, c. 223, § 1, eff. November 1, 1985; amended by Laws 1995, SB 3, c. 272, § 56, eff. September 1, 1995; amended by Laws 1996, SB 1050, c. 191, § 9, emerg. eff. May 16, 1996; amended by Laws 2003, SB 834, c. 465, §5, emerg. eff. July 1, 2003; amended by Laws 2004, HB 1832, c. 220, §1, eff. November 1, 2004; amended by Laws 2012, SB 1733, c.2 259, §22, eff. November 1, 2012.; **21 O.S. § 1289.6**, *Conditions Under Which Firearms May Be Carried*, amended by Laws 2019, c. 1, s. 4, eff. 11/1/2019; amended by Laws 2016, c. 268, s. 1, eff. 11/1/2016; Laws 1971, HB 1248, c. 159, § 6, emerg. eff. May 24, 1971; Amended by Laws 1993, HB 1131, c. 264, § 6, eff. September 1, 1993; Amended by Laws 1995, SB 3, c. 272, § 44, eff. September 1, 1995; Amended by Laws 2012, SB 1733, c. 259, §11, eff. November 1, 2012.)

- 32) § 13-41 *Demonstrations; Unlawful Assembly; Disturbing Lawful Assemblies*.
§ 13-42 *Disturbing the Peace; Obscene Gestures; Harassing Phone Calls*.
We recommend that these sections, which overlap in some subject matter, be reviewed by your city counsel for revision. Further, as discussed above, language or conduct which some may consider obscene, profane, annoying or insulting may still be protected under the First Amendment. See, for example, *Cohen v. California*, 403 U.S. 15 (1971). Because of the breadth of activities covered, they may be subject to challenge as being unconstitutionally vague, a prior restraint or undue burden on the exercise of First Amendment free speech and assemblage rights. See generally, *McQuillin, Municipal Corporations*, §§ 24.591 and 26.157. We suggest replacing the problematic portions of these sections with the model provision following the Comments of this Legal and Editorial Report. We will make no changes to the texts as currently edited unless we are advised otherwise.

- 33) § 13-100 *Resisting Arrest*. This section may be unconstitutionally overbroad in that it prohibits some speech which resists or opposes police action. The freedom verbally to oppose or challenge police action without risking arrest is one of the principle characteristics by which we distinguish a free nation from a police state. *City of Houston v. Hill*, 482 U.S. 451 (1987). We recommend that this section be reviewed by your city counsel for revision. We will make no changes to the texts as currently edited unless we are advised otherwise.

CHAPTER 15: PLANNING AND COMMUNITY DEVELOPMENT

- 34) § 15-71 *Citation and Authority*,
§ 15-74 *Statement of Policy. Etc.*
Throughout this chapter, reference is made to Okarche, Oklahoma. (We believe the city might have adapted Okarche's comprehensive plan, and these references are vestiges of that plan). Do you want to revise references to "Okarche" to read, "Cache" ?.
- 35) § 15-3 *Rules and Regulations*. Do you want to complete the reference made in subsection (3) as follows: "...in accordance with the State Open Meetings ~~Law~~ Act, being 25 O.S. §§ 301-314." ?
- 36) § 15-36 *General Provision*. Subsection 3. states there are 11 zoning districts, but there are only ten listed. Please advise us how the text should read.
- 37) § 15-86 *Definitions*. Do you want to complete the citations under the definitions in this section as follows:
- ELEVATED BUILDING**. "...walls, if the breakaway walls meet the standards of 44 C.F.R. § 60.3(e)(5) of the national flood insurance program (NFIP) regulations." ?
 - LOWEST FLOOR**. "...non-elevation design requirement of 44 C.F.R. § 60.3 of the national flood insurance program (NFIP) regulations." ?
 - MANUFACTURED HOUSING**. "...built in compliance with the Federal Manufactured Housing Construction and Safety Standards ~~Code~~ Act of 1974, being 42 U.S.C. Chapter 70, § 5401 et seq." ?
 - START OF CONSTRUCTION: FLOOD-PRONE AREAS**. "As applied in flood-prone areas ...under the Coastal Barrier Resources Act, being 16 USC 3501 et seq., includes substantial improvement ..." ?
 - VIOLATION**. "...or other evidence of compliance required in 44 C.F.R. § 60.3 (b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) of the NFIP regulations, is presumed to ..." ?

CHAPTER 16: PUBLIC UTILITIES AND FACILITIES

- 38) § 16-65 *Charges for Solid Waste Collection and Disposition*. Do you want to complete the citation as follows, where reference is made in the first paragraph of this section to the "...State Solid Waste Management Act of 1970, being 42 U.S.C. §§ 6901 et seq., there is hereby levied..." ?
- 39) § 16-80 *Cache City Parks Rules and Regulations*. Subsections (5) and (6) of this section should be reviewed by your city counsel for revision. Language or conduct which some may consider obscene, profane, annoying or insulting may still be protected under the First Amendment. See, for example, *Cohen v. California*, 403 U.S. 15 (1971). We will make no changes to the text as currently edited unless we are directed otherwise.
- 40) § 16-142 *New Sewers and Connections*. Subsection (1) should be reviewed to determine whether the codes being adopted by reference restrict or prohibit connections to the facilities of utility providers lawfully operating in this state, or whether impermissible discrimination exists "in the adoption of such rules or codes against one or more utility providers based in whole or in part upon the nature or source of the utility service provided." We will make no changes to the text as currently edited unless we are directed otherwise.

(Note, See 11 O.S. § 14-107. [Effective 11/1/2020] *Publication of Ordinances - Adoption of Building Standards - Rules Containing Higher Standards Than Oklahoma Uniform Building Code Commission*.)

- 41) § 16-171 *No Service Connection until Bills Have Been Paid; Cut-offs*. This section provides for the termination of water service for nonpayment of a bill. Please note that the U.S. Supreme Court case of *Memphis Light, Gas, and Water Division v. Craft*, 436 U.S. 1 (1978), held that a municipality may not terminate utility service without giving the customer a fair opportunity to avoid termination either by paying the bill or questioning its accuracy. That is, the customer must be notified not only of the possibility of termination but also of a procedure for challenging a disputed bill. This section does not meet these requirements.

We therefore recommend the model ordinance enclosed with this report to bring the section into conformance with the due process requirements established by *Memphis Light*. (Note, however, that adding the model section may affect the format of the city's utility bills.) Should we proceed with the recommended addition of the model ordinance?

- 42) § 16-174 *Municipal Personnel May Inspect Private Premises*. This section authorizes random inspections of buildings to determine compliance with city regulations. Please note that administrative searches to enforce public safety ordinances in nonemergency situations constitute “searches” under the Fourth Amendment, and must be conducted with a search warrant in the absence of consent. The warrant may be issued by a court for an area-wide administrative search upon a showing that there is a reasonable basis to believe that some of the premises in the area may not be in conformity with city health, fire or safety ordinances. *Camara v. Municipal Court of San Francisco*, 387 U.S. 523 (1967). We suggest review of this section by your city counsel and revising the text of this section to provide for inspection upon a showing that there is a reasonable basis to believe that some of the premises in the area may not be in conformity with city health, fire or safety ordinances. We will make no changes to the text as edited unless we are advised to the contrary.

CHAPTER 17: STREETS AND OTHER PUBLIC AREAS

- 43) § 17-4 *Drainage of Polluting Substance*. This section refers to “polluting substance (as defined by 82 O.S. § 1084.2, as amended),” but that statute defines “pollution,” and not “polluting substance.” To avoid any confusion, do you want to revise the text of this section as follows: “It shall be unlawful for any residence, business or industry to allow drainage of a polluting substance or pollution (as defined by 82 O.S. § 1084.2, as amended) into any street, alley, sidewalk or public right-of-way of the city.” ?

CHAPTER 18: TRAFFIC

- 44) § 18-1 *State Highway Traffic Safety Code Adopted*.
- a) Subsection 1 of this section states that the “State Highway Traffic Safety Code (O.S. Title 47, as amended, and every ten years’ recodification thereof) is hereby adopted...” Title 47 does not appear to bear a specific name such as the “State Highway Traffic Safety Code,” however, and the name appears to be a reference to what may have been an earlier version of that code. We therefore suggest a review by your city counsel to determine whether a more precise or accurate citation within Title 47 is intended that may be used to avoid confusion by the users of your code. We will make no changes to the text as edited unless we are advised to the contrary.
 - b) Subsection 2 of this section refers to the “definitions of words used in this chapter shall be the same as those definitions in 47 O.S. §§ 1 through 103,” sections that do not align with the current definitions found in Chapter 1 of that Title. See 47 O.S. §§ 1 through 186. We therefore suggest a review by your city counsel to determine which sections are currently intended by the city. Again, we will make no changes to the text as edited unless we are advised to the contrary.

- 45) § 18-100 *Stopping or Parking Prohibited in Specified Places*. Subsection (b) of this section twice refers generally to O.S. Title 47, where a more specific citation may be helpful to the users of your code, such as O.S. § 11-1007, which bears the catchline, *Placing or Parking Vehicle in Parking Space Designated and Posted for Physically Disabled Persons - Penalties - Offender Database*. Do you want to revise the text of this section as follows:
- “On public property, that is designated and posted as a reserved area for parking of motor vehicles of physically disabled persons, unless such person has a physical disability insignia (consistent with the provisions of O.S. ~~Title 47 § 11-1007 and § 15-112~~) and such insignia is displayed as provided as provided in ~~said O.S. Title 47 O.S. § 11-1007 and § 15-112~~ (or other regulations adopted pursuant thereto).” ?
- 46) § 18-165 *Seat Belt Usage; Child Passenger Restraint System*. In subsection (1), do you want to provide a citation in the reference as follows: “...motor vehicle when manufactured pursuant to Federal Motor Vehicle Safety Standard 208, being 49 CFR 571.208.” ?

Editorial report prepared by:

Kevin P. Roberts, Staff Attorney
September 8, 2020

Re: Comment No. 32**§ XX.XX DISORDERLY CONDUCT; UNLAWFUL ASSEMBLY.**

(A) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

TUMULTUOUS CONDUCT. Conduct that results in or is likely to result in serious bodily injury to a person or substantial damage to property.

UNLAWFUL ASSEMBLY. An assembly of five or more persons whose common object is to commit an unlawful act, or a lawful act by unlawful means. Prior concert is not necessary to form an unlawful assembly.

(B) *Prohibitions.* No person shall recklessly, knowingly, or intentionally:

- (1) Engage in fighting or in tumultuous conduct;
- (2) Make unreasonable noise and continue to do so after being asked to stop;
- (3) Disrupt a lawful assembly of persons;
- (4) Obstruct vehicular or pedestrian traffic; or
- (5) Participate in unlawful assembly.

Re: Comment No. 42**MODEL UTILITY DISCONNECTION ORDINANCE****§ XX.XX DISCONNECTION FOR LATE PAYMENT.**

(A) It is the policy of the city to discontinue utility service to customers by reason of nonpayment of bills only after notice and a meaningful opportunity to be heard on disputed bills. The city's form for application for utility service and all bills shall contain, in addition to the title, address, room number, and telephone number of the official in charge of billing, clearly visible and easily readable provisions to the effect:

- (1) That all bills are due and payable on or before the date set forth on the bill; and
- (2) That if any bill is not paid by or before that date, a second bill will be mailed containing a cutoff notice that if the bill is not paid within ten days of the mailing of the second bill, service will be discontinued for nonpayment; and
- (3) That any customer disputing the correctness of his bill shall have a right to a hearing at which time he may be represented in person and by counsel or any other person of his choosing and may present orally or in writing his complaint and contentions to the city official in charge of utility billing. This official shall be authorized to order that the customer's service not be discontinued and shall have the authority to make a final determination

of the customer's complaint.

(B) Requests for delays or waiver of payment will not be entertained; only questions of proper and correct billing will be considered. In the absence of payment of the bill rendered or resort to the hearing procedure provided herein, service will be discontinued at the time specified, but in no event until the charges have been due and unpaid for at least 30 days.

(C) When it becomes necessary for the city to discontinue utility service to a customer for nonpayment of bills, service will be reinstated only after all bills for service then due have been paid, along with a turn-on charge in the sum of \$20.



Ordinance Recodification Proposal

City of Pryor Creek, OK

May 3, 2024

American Legal Publishing, L.L.C.
[www. amlegal.com](http://www.amlegal.com)

Table of Contents



Cover Letter	Page 3
Section 2: Business Profile	Page 4
Section 3: Experience/Qualifications	Page 6
Section 4: Description of Services	Page 9
Section 5: Online Code Solution	Page 14
Section 6: Pricing	Page 18
Codification Agreement	Page 20



May 3, 2024

Courtney Davis
Pryor Creek City Clerk
PO Box
Pryor Creek, OK 74362

Dear Courtney,

Thank you for being an American Legal Publishing client, and we look forward to recodifying your City Code.

American Legal Publishing is a full-service codification firm with 3,500 clients across the United States. We've been busy in Oklahoma; we now have 135 clients!

We provide high-quality codification services at an economical price. American Legal has more attorneys on staff than any other codification publisher. Unlike other codifiers, American Legal does not charge for customer support or Basic Model Ordinances.

Our codification process includes incorporating all permanent nature ordinances and creating an index and tables as needed. It also consists of a legal review and a written report by one of our staff attorneys. The review will uncover inconsistencies between sections in the code and between the code and state and federal statutes.

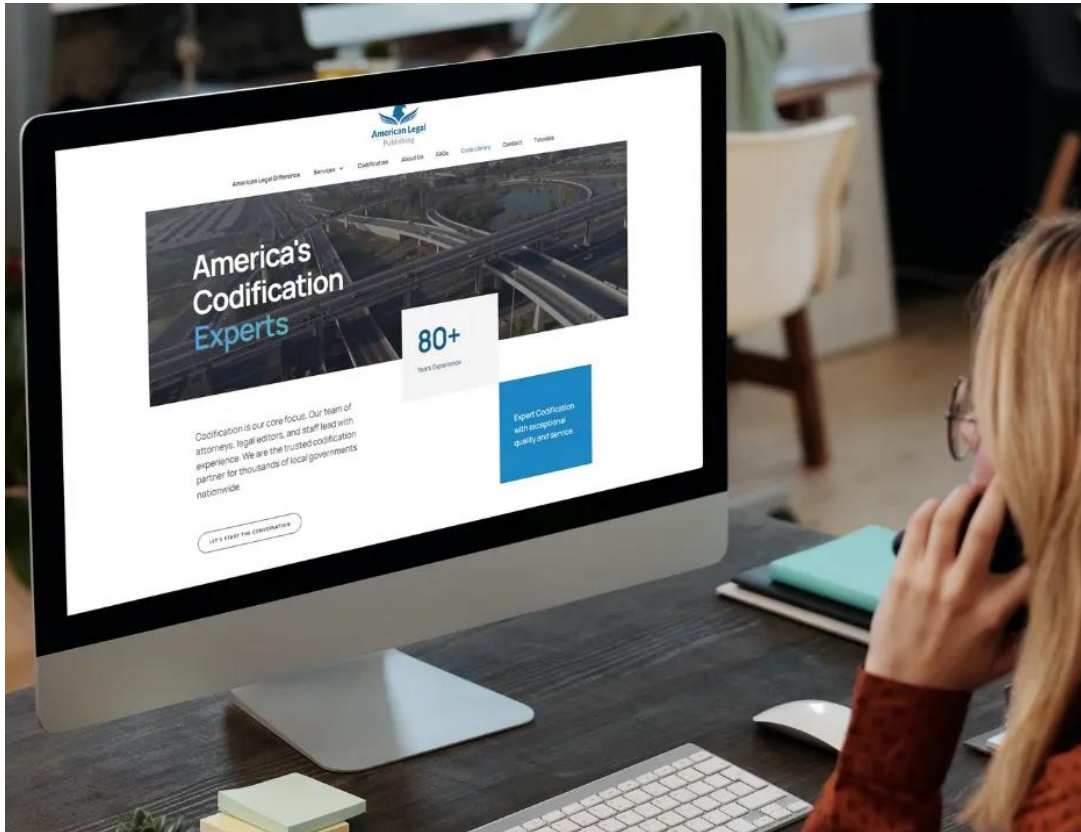
The average recodification project takes 12 months to complete, and you have two years to pay the fee. Our successful track record and experience, combined with the high-quality editorial and information management services we provide, make us the ideal choice to publish your municipal code.

Regards,

Ross Heupel

Ross Heupel
Codification Consultant
513-720-7805
Rossh@amlegal.com

2. BUSINESS PROFILE



American Legal Publishing began as the codification division of the Anderson Publishing Company of Cincinnati in 1934. In 2023, It joined the International Code Association's family of solutions.

- American Legal is the choice of the top cities in the country. We currently serve 3,500 local government clients across the country. Our ability to service large clients (New York, Los Angeles, Chicago, Philadelphia, Cleveland, Boston, etc.) and yet provide excellent service and products to the smaller Villages, Cities, and Counties nationwide separates us from many other Codifiers.
- We are the codification consultants to the International Municipal Lawyers Association and numerous state municipal leagues.
- American Legal employs 55, including 16 staff members with law or paralegal degrees - the largest in the industry. The legal reviews that these attorneys can execute allow us to provide a high-quality product. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required to deliver codification services: editing, computer operation, proofreading, and indexing. Our typical editor has a college degree in English or Law.

Municipal and County Leagues Affiliations

American Legal's commitment to quality has led to affiliations with Municipal and County leagues nationwide. Municipal Associations nationwide seek our expertise in municipal law and government, advanced technology programs, and unsurpassed customer service. We are incredibly proud that by allowing us to serve their members in their state, they show great confidence in our services, reputation, and integrity. We work hard every day to continue to earn that respect.

We serve as the Information Management Consultant to the following Leagues:

League of Wisconsin Municipalities
Ohio Municipal League

We serve as the Codification Consultant for the following organizations:

League of Oregon Cities
League of Arizona Cities & Towns
League of Nebraska Municipalities
Indiana Association of Cities & Towns
League of Minnesota Cities
NC League of Municipalities
League of Kansas Municipalities

We work with the following Leagues to publish model or basic codes:

South Dakota Municipal League
Oregon Municipal League
League of Nebraska Municipalities
League of Minnesota Cities

We have produced publications for the following Leagues:

League of California Cities
Virginia Municipal League
League of Wisconsin Municipalities

3. EXPERIENCE/QUALIFICATIONS

Years in Business: American Legal Publishing has been in the ordinance codification business since 1934 as part of the Anderson Publishing Company.

Size and Experience: We currently serve 3,500 local government clients across the country. Our clients include the Cities of New York, Los Angeles, Chicago, Philadelphia, Cleveland, Boston, Dallas, Albuquerque, Honolulu, San Francisco, Tucson, and many others. We are the codification consultants to the International Municipal Lawyers Association and numerous state municipal leagues.

Projects Attorneys: American Legal employs 16 attorneys, including the company President, Executive Vice President (Editor in Chief), the Vice President of Client Relations, and the Vice President of Major Client Services.

Our editorial support staff consists of more than 30 experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading, and indexing. Our typical editor is a college graduate with a degree in English, Journalism, or Law.

Our editors work directly on personal computers using the most advanced software programs for editing, proofreading, and indexing.

- American Legal has a higher percentage of editors with Masters or Doctorate Degrees than any other national codification firm.
- We have more attorneys on staff than any other codification firm.

Our legal staff's Exclusive Editorial and Legal Report details internal code inconsistencies as well as inconsistencies between your ordinances and state statutes and federal law. In addition, we provide the most comprehensive analysis in the codification industry: outlining problems, providing alternatives, and allowing you to implement desired improvements.

You'll receive the Editorial and Legal Report with the draft of your code, allowing you to review your code with our detailed, written editorial analysis, which will ultimately be reviewed with you at a conference call.

American Legal Oklahoma Clients (Sterling Codifiers)

Adair	Glenpool	Prague
Allen	Goodwell	Pryor Creek
Arapahoe	Grove	Quapaw
Archille	Harrah	Quinton
Arnette	Hennessey	Ravia
Asher	Hinton	Rock Island
Beaver	Hobart	Rush Springs
Beggs	Holdenville	Ryan
Bernice	Hulbert	Savanna
Big Cabin	Jay	Sayre
Bixby	Jones	Seiling
Boise City	Kellyville	Seminole
Buffalo	Kendrick	Shattuck
Butler	Keyes	Skiatook
Caddo	Kingfisher	Spavinaw
Calera	Kingston	Spiro
Calumet	Lahoma	Straford
Calvin	Laverne	Stroud
Cameron	Lexington	Sulphur
Carnegie	Locust Grove	Talala
Carney	Lone Grove	Taloga
Cashe	Luther	The Village
Catoosa	Mangum	Union City
Chandler	Mannsville	Velma
Chouteau	Marble City	Vera
Clayton	Marlow	Vian
Clinton	Maud	Vici
Colbert	Maysville	Vinita
Coweta	McLoud	Wanette
Davenport	Meeker	Warr Acres
Dewar	Mooreland	Waurika
Dickson	Morris	Weleetka
Drumright	Newcastle	Wellston
Duncan	New Cordell	Wewoka
Durant	North Miami	Wister
Earlsboro	Oakland	Woodward
Elgin	Oilton	
Enid	Okemah	
Eufaula	Okmulgee	
Fairfax	Orlando	
Forgan	Paden	
Fort Gibson	Pocolo	
Frederick	Ponca	
Gage	Porum	
Gans	Poteau	

Oklahoma References

City of Durant
Cynthia J. Price
City Clerk
580-931-6641
cprice@durant.org
Recodification 825 pages
February 2, 2021

Town of Hardesty
Crystal Bollinger
Town Clerk
580-888-4568
cb@hardestyok.com
Codification 400 pages
February 17, 2021

City of Wetumka
Sherry Smith
Interim City Manager
405-452-3153
citymanagerwetumka@gmail.com
Codification 500 pages
February 22, 2021

Town of Fort Gibson
Brian DeShazo
Town Administrator
918-478-3551 Ext 210
townadmin@fortgibson.net
Codification 600 pages
March 9, 2021

4. Description of Services - Codification and Legal Review



American Legal Publishing will:

- (1) Examine the City's prior code of ordinances and all ordinances or resolutions provided by the City and determine which materials are to be codified.
- (2) *Legal Review.* Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following:
 - Apparent conflicts with referenced state and federal statutes and administrative regulations;
 - Repealed, renumbered, or obsolete state and federal statutory citations;
 - Apparent conflicts with prominent federal case law; and
 - Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the City should consider including in the code and suggest deleting old provisions which are no longer necessary.
 - (c) At the option of the City, hold a conference with municipal representatives to review the report. The City will not be billed for time of the American Legal staff attorney if it chooses this option but will be billed for travel expenses.
- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.

- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
 - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the City finds to be pertinent.
 - (f) Parallel Reference Tables showing:
 - 1. The disposition of ordinances in numeric sequence included.
 - 2. A listing of code sections based on state statutes (Statute to Code).
 - 3. A listing of prior code sections incorporated into the new code.
 - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the City with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the City, within 7 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the City's examination.

- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The City will be billed for the travel expenses of the American Legal staff attorney. The City may present changes to pages of the draft at the conference. After the final conference, any further changes, additions, or deletions shall be made in the future supplements to the Code.

When the draft, and any changes thereto made by the City, is returned to the Publisher, such return of the draft shall be deemed final authorization by the City to publish the Code as returned. If additional conferences are requested by the City which requires the travel of a member of the staff of the Publisher, then the City shall be advised what the additional cost, if any, for such conference will be.

- (9) Deliver to the City, within 3 months of receipt of the corrected draft, 10 printed copies of the Code meeting the following specifications:
 - (a) Type to be single column, at the request of the City
 - (b) Page size to be 8½" x 11"
 - (c) Printed on high-quality paper
 - (d) All copies to be in hard-covered, 3-ring, loose-leaf binders. All binders shall have the City's name stamped in gold and shall contain divider tabs.
- (10) Provide a sample adopting an ordinance to the City.

American Legal Code Organization

Logically organizing your materials is critical to ensure that the code is easy to use. Each code typically includes:

Table of contents

Charter, if applicable

Body of the code divided into the following titles:

- Administration
- Public Works
- Traffic Code (including traffic and parking schedules)
- General Regulations
- Business Regulations
- General/Criminal Offenses
- Land Usage

Table of Special Ordinances that contains a summary of ordinances such as:

- Annexations
- Easements
- Franchises
- Sale and Purchase of Real Property
- Street and Alley Vacations
- Zoning Map Changes

Parallel References Table that lists references to prior code sections, state law cited in the code, municipal ordinances, and resolutions

Index

Supplementation

Providing your municipal staff and the public with accurate and timely information is critical. When new legislation is passed, it's important to update your Code of Ordinances to reflect the most recent changes.

American Legal Publishing can help by providing expert supplementation services, including:

- Incorporating new legislation into your existing code.
- Providing hard copy replacement pages to incorporate into your code; and
- Updating your code online (optional)

How often you supplement your code is entirely up to you. You can supplement on an as-needed basis or on a regular schedule—such as monthly, quarterly, semi-annually, or annually. Many clients have us update the online code as new ordinances are adopted.

Supplementation Fee: \$20.00 per printed page (\$22.00 with Online Code updates).
Online Code update to be posted within 48 hours (Pending Codification).
Printed updates are completed within 45 days, and hard copies are to be mailed to the client.

Model Ordinance Service – No Fee

You can simultaneously search over 2,000 municipal and county codes on our website for model language at no cost. You may search one code at a time, all codes in a state, or all online codes simultaneously. And it's all for free! Most codifiers do not provide this service to their clients.

5. Online Code Solution Features

Online Features:	Features listed below are included in the current annual hosting fee at no additional cost
PC, Tablet, Smart Phone versions	Frames version for PC; ADA Compliant View and Mobile View available for mobile devices.
Multiple Search formats	<ol style="list-style-type: none"> 1. Quick Search Box 2. Advanced Search Template 3. Boolean Search Field
Automatic Stem Searches (finds plurals of words)	<i>Dog finds dog and dogs</i> <i>Fence finds fence, fences, fencing and fenced</i>
Synonym Searches	<i>Grass finds grass, turf, lawn</i> <i>Garbage finds garbage, litter, trash, rubbish</i>
Continuous Next Hit feature	You can go through all hits without having to go back to the Results List for each chapter
Search Results List	Advance searches lists results in order of relevancy; Quick searches lists results in order as found in the document
Table of Contents expands and links to sections	View and navigate the TOC while also viewing code text and option to view TOC, Document and Search Results at same time
Download text in multiple file choices from the web	Can download into RTF (for MS Word), HTML, TXT, PDF, MOBI and EPUB (can also use copy/paste feature)
Email text in multiple file choices from the web	Can email text RTF (for MS Word), HTML and TXT (actually attaches text, not just a link to the code)
Cross-references hyperlinked	Cross-references to other sections, including Penalty references are hyperlinked
City Logo	Yes - if provided in color by the City
Static Links to specific sections can be set	Ability to links to titles, chapter or individual sections in the code
Scrolling tables - static header	The titles of table columns remain visible as you scroll through tables
Limit searches to specific sections	Use TOC feature to limit search to chapters or sections (or expand search to other municipal codes)

Electronic format	Online document flows uninterrupted; no page breaks or page numbers to interrupt the text
Search over 2,000 municipal codes	Free access to all codes we publish online; no need to subscribe to any service
Online help features	Use online help features or contact our technical service reps via email or toll-free phone number

Online Code Page View

[Search](#) [Login](#) [Select Language](#) [Resources](#)

[OK](#) > [Pryor Creek](#) > [Pryor Creek, OK Co.](#) > [CHAPTER 1 OFFICIAL CITY CODE](#)

**TITLE 1
ADMINISTRATION**

**CHAPTER 1
OFFICIAL CITY CODE**

SECTION:

- [1-1-1: Title](#)
- [1-1-2: Acceptance](#)
- [1-1-3: Amendments](#)
- [1-1-4: Code Alterations](#)
- [1-1-5: Ordinances In Effect Outside City Limits](#)

1-1-1: TITLE:

Upon the adoption by the City Council, this City Code is hereby declared to be and shall hereafter constitute the Official City Code of Pryor Creek, Oklahoma. This City Code of ordinances shall be known and cited as the PRYOR CREEK CITY CODE and is hereby published by authority of the City Council and shall be supplemented to incorporate the most recent legislation of the City as provided in Section [1-1-3](#) of this Chapter. Any reference to the number of any section contained herein shall be understood to refer to the position of the same number, its appropriate chapter and title heading and to the general penalty clause relating thereto, as well as to the section itself, when reference is made to this City Code by title in any legal documents. (1988 Code § 1-101; amd. 2000 Code)

1-1-2: ACCEPTANCE:

The City Code, as hereby presented in printed form, shall hereafter be received without further proof in all courts and in administrative tribunals of this State as the ordinances of the City of general and permanent effect, except the excluded ordinances enumerated in Section [1-2-1](#) of this Title. (2000 Code)

1-1-3: AMENDMENTS:

- A. **Numbering; Repealed Provisions:** All ordinances passed subsequent to this Code of ordinances which amend, repeal or in any way affect this Code of ordinances may be numbered in accordance with the numbering system of this Code and printed for inclusion therein. When subsequent ordinances repeal any chapter, section or subsection, or any portion thereof, the repealed portions may be excluded from this Code by omission from reprinted pages.
- B. **Amending Language:** Amendments to any of the provisions of this Code may be made by amending the provisions by specific reference to the section of this Code in substantially the following language: "Be it ordained by the City Council of the City of Pryor Creek, Oklahoma, that Section _____ of the Code of ordinances of the City of Pryor Creek, Oklahoma, is hereby amended to read as follows:" (set out new provisions in full).
- C. **New Provisions:** When the City Council desires to enact an ordinance of a general and permanent nature on a subject not heretofore existing in the Code, which the City desires to incorporate into the Code, a section in substantially the following language may be made part of the ordinances: "Section _____. Be it ordained by the City Council of the City of Pryor Creek, Oklahoma, that the provisions of this Ordinance shall become and be made a part of the Code of ordinances of the City of Pryor Creek, Oklahoma, and the sections of this Ordinance may be renumbered to accomplish this intention".
- D. **Repealed By Reference:** All sections, articles, chapters or provisions of this Code desired to be repealed may be specifically repealed by section or chapter number, as the case may be. (1988 Code § 1-106)
- E. **Codification:** All such amendments or revisions by ordinance shall be immediately forwarded to the codifiers, and the said ordinance material shall be prepared for insertion in its proper place in each copy of this City Code. Each such replacement page shall be properly identified and shall be inserted in each individual copy of the City Code. (2000 Code)

Online Code – Advanced Search Feature

Filter options allow searches for exact phrases, synonyms, word stems, and more. Filters can also search the entire code or narrow your search to specific portions of the code using the checkboxes that appear in the drop-down box. You can even refine searches to include multiple municipalities at once.

The Advanced Filters let you:

- Easily search for exact phrases, word combinations, synonyms, and more.
- Narrow your search to specific portions of the code by using the checkboxes that appear in the drop-down search menu.
- You can select to search for ALL the codes in any state, even ALL the code library codes. This can help you find similar provisions in other municipalities or find model provisions. To use this feature, type in your search terms and then use Advanced Filters to choose how to apply your search.
- You can type in the name of the code you want in the search field for fast access.
- You can choose individual codes within a state.
- You can refine your search to specific passages in each municipality by clicking on the pencil icon. It will take you to that municipality and let you select specific sections to search.

Keyword Search + Save Search

^ Advanced Filters

Show Document Excerpts

Advanced Filters [Search syntax help](#)

Select locations to search

Select code version to search

Select ordering method

Select document types to include

Show document excerpts in the results list

Find alternate word forms (stemming)
 Find synonyms (thesaurus)

Search for documents containing:

Search **heading** only

All of these words

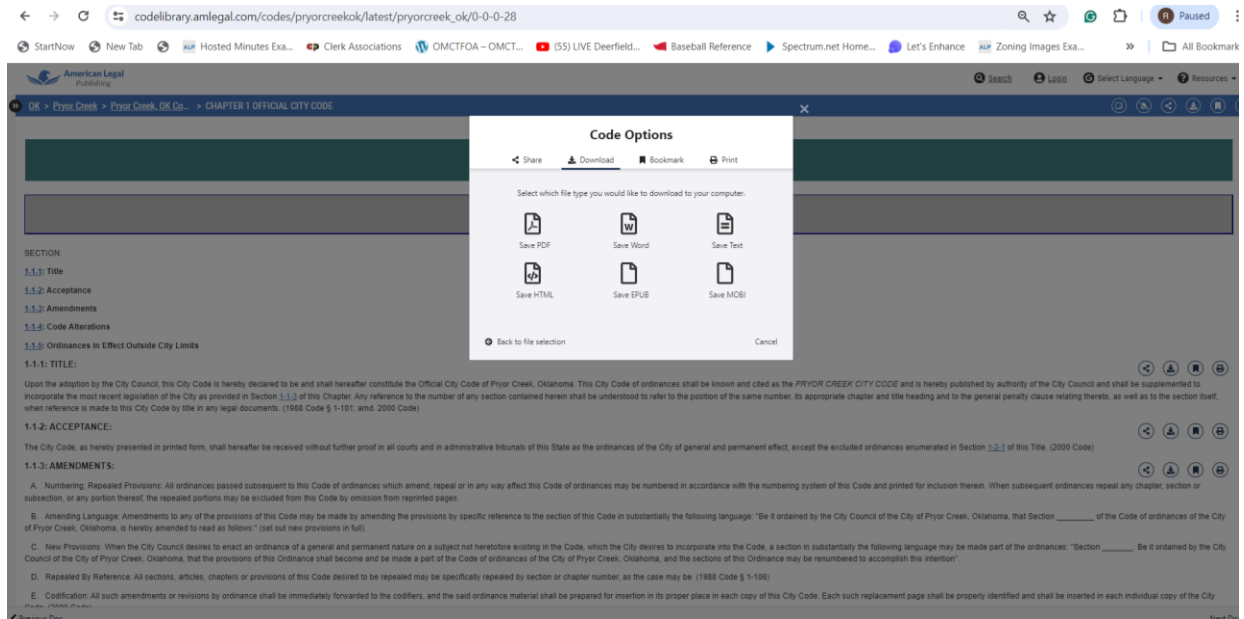
None of these words

One or more of these words

This **exact phrase**

These words **near each other**

Sharing Material from the American Legal Code Library



Share:

Share lets you copy the URL and save it in your browser. Or share the link to your email.



Download:

The download widget allows you to save information in various formats: HTML, Word, Text, Mobi, Epub, and PDF. Choose the material you want to download from the drop-down box, select download, and indicate the format you desire.



Bookmark:

You can set a bookmark or obtain a URL for a code. Click the icon and name your bookmark. You can add your bookmark to your user account for easy reference or copy the URL and save it in your browser.



Printing:

A drop-down box will let you select the sections you wish to print.

6. Pricing



Pryor Cree
OKLAHOMA

American Legal Publishing's goal is to provide you with the highest-quality code of ordinances at a reasonable price that fits within your budget.

<p>Codification and Related Services</p> <p>Legal Analysis</p> <ul style="list-style-type: none">-Research Internal Consistency-Research State Law Consistency-Legal and Editorial Research and Report <p>American Legal provides the most comprehensive analysis of the codification industry: outlining problems, providing you with alternatives, and allowing you to implement desired improvements.</p> <p>Ten Copies of the City Code (includes binders and divider tabs)</p> <p>Special Features</p> <ul style="list-style-type: none">-Tables of Special Ordinances-Parallel References-Comprehensive Index-Tabular Matter (Tables, Charts, Graphs) <p>Estimated Number of Pages – 1,200 pages</p> <p>8 ½" x 11" Format</p> <p>Single column (12-point type)</p> <p>*The actual page count may vary from the estimate, or you might add new ordinances during the codification process. If the page estimate is low, the cost will be higher than the initial base cost.</p>	<p>\$24,000.00</p>
--	--------------------

Online Code Setup	\$1,250.00
Online Code Hosting Annual Fee	\$695.00
Customer Support Services: Phone and email support with American Legal Publishing. (<i>Phone Support hours 7 am to 5 pm EST</i>)	No fee
Grand Total	\$25,945.00
Payment Terms – Two-Year Payment Schedule <ul style="list-style-type: none"> • 0% with acceptance of the agreement • 50% with delivery of the new code draft (7 months) • Balance due upon delivery of the completed code books/online code link 	

Time to Completion 12 Months

Number of Months Until Draft: 7 months

Number of Months Until Completed Code (after the return of draft): 3 months.

RECODIFICATION AGREEMENT

May 3, 2024

The City of Pryor Creek, a municipal corporation in the State of Oklahoma ("Municipality"), and American Legal Publishing, LLC ("Publisher"), agree as follows:

I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following: Apparent conflicts with referenced state and federal statutes and administrative regulations; Repealed, renumbered, or obsolete state and federal statutes and administrative regulations; Apparent conflicts with prominent federal case law; and Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the Municipality should consider including in the new code and delete old provisions which are no longer necessary or which might be improper or unlawful.
 - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if available.
 - (d) At the option of the Municipality, hold a manuscript conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.

Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your Municipal Attorney, especially based on his/her in-depth knowledge of the municipal practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the Municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code.

- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
 - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
 - (f) Parallel Reference Tables showing:
 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 2. A listing of code sections based on state statutes (Statute to Code).
 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
 - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the Municipality, within 7 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.

- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.
- (9) Deliver to the Municipality, within 3 months of receipt of the corrected draft, 10 printed copies of the Code meeting the following specifications:
 - (a) Type to be single column, at the request of the Municipality
 - (b) Page size to be 8½" x 11"
 - (c) Printed on high quality paper
 - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (10) Provide a sample adopting ordinance to the Municipality.

II. THE MUNICIPALITY SHALL:

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up-to-date copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher).
- (2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (9), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.

- (3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.
- (4) (a) Pay to the Publisher for shipping of the final code order as a base price, the sum of \$25,945.00 for its services set out in Section I, payable as follows: 0% with acceptance of the agreement, 50% with delivery of the new code draft, and balance due upon delivery of the completed code books and revised Online Code link.
- (b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final page count of the code be more pages than this estimate, the base price will increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single-column page	1,200	\$20.00 per page

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30-day period shall be subject to a late payment charge equal to 1.5% of the unpaid balance per month, or part thereof.

III. OPTIONAL SERVICES.

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

INITIAL

(1) Code Format:

(a) Single-column format -----

(2) Ten Copies of the Code Book -----

The Municipality may purchase additional codes at (*circle one:*)
\$80 per copy with a binder or \$60 per copy without a binder

(3) Five-year supplemental service plan: _____

For a period of five years after delivery of the code:

(a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.
2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Deliver to the Municipality 10 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay the Publisher the sum of \$22.00 per reprinted single-column page, including updating the Online Code.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code. If the code page contains an image (diagram, photograph, graph, etc.) or table, there is an additional \$10.00 per page charge.

(c) Upon completion of the five years, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(4) Code Hosted on ALP website \$695.00 annually. _____

IV. TRANSMITTAL AS OFFER.

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by December 31, 2024, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

CITY OF PRYOR CREEK, OK

AMERICAN LEGAL PUBLISHING, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____



UpCurve Cloud

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

Invoice
PRP-276648

Balance Due
\$10,345.50

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

Invoice Date : 05/12/2024
Terms : Net 15
Due Date : 05/27/2024

#	Item & Description	Qty	Rate	Amount
1	Google Workspace Business Starter Annual Google Workspace Business Starter Annual	145	72.00	10,440.00
	This is an annual or multi-year contract and licenses can only be reduced or canceled at the end of the contract term.			
	[Features] – Gmail, Calendar, Editors, Meet, Chat			
	[Storage] – 30GB/user			
	[Meetings] – Up to 100 users			
	[Additional Functionality] – Google Meet: Meet rooms, background blur, whiteboarding, Live captions			
	Annual Fee			
	Billing period 12-May-2024 to 11-May-2025			

Sub Total 10,440.00

Total \$10,440.00

Payment Made (-) 94.50

Balance Due \$10,345.50

Notes

Thanks for your business.

Payment Options



Terms & Conditions

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

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

All third party application User Licenses purchased are final and cannot be refunded.

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

CONTRACT

This contract (“Contract”) is made this _____ day of _____, 2024, by and between Independent School District No. 1 of Mayes County, Oklahoma (“School District”) and the City of Pryor Creek, Oklahoma (the “City”).

RECITAL:

School District desires to contract with the City for the furnishing by the City of law enforcement and school resource officer functions (the “Services”) for School District campuses.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, School District and the City agree as follows:

1. SERVICES TO BE PROVIDED BY THE CITY: The City agrees to provide five (5) properly certified, uniformed officers to perform the Services at School District locations and during the hours designated in this Contract. The City will utilize both marked and fully-equipped patrol cars and uniformed officers on foot patrol. The City officers will work with School District personnel on a cooperative basis. In addition to the law enforcement security functions, the City officers will be available on each campus to act as a School Resource Officer (“SRO”) in conjunction with the required patrol duties. The SRO will provide counseling, education and public speaking services as requested by School District administration and faculty and students.
2. TERM: The term of this Contract will commence on the first day of school for the 2024-2025 school year. This Contract will be automatically renewed annually unless terminated by either Party as described in paragraph eleven (11) below.

3. COMPENSATION: The City will be responsible for the salaries of the City employees, including appropriate deductions for taxes, FICA, FUTA and other amounts required by law and any and all fringe benefits. The School District will provide each officer with a \$25,000 district-paid life insurance policy.

4. FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM:

- For the 2024-2025 school year, the financing of the City officers will be as follows:
The sum of \$300,000.00 will be paid by School District to the City in ten (10) equal installments beginning September 1, 2024 and ending June 1, 2025.
- The City will provide uniforms for the five (5) officers and sufficient police cars and equipment and will maintain and operate such vehicles and equipment at its expense.
- The School District agrees to pay overtime not to exceed \$25,000 per school year for event coverage as described in paragraph six (6) below. These costs should be invoiced with the installment payments listed above as they occur.
- The School District will provide up to \$20,000 for continuing education costs for the five officers assigned as School Resource Officers. These costs should be invoiced with the installment payments listed above as they occur.

5. SERVICE HOURS: The City will, at all times during the term of this Contract and the contract hours set out below, provide five (5) officers on duty to perform law enforcement and SRO services on School District Campuses as follows:

- When schools are in session, each officer will work a forty (40) hour shift each week. The specific school sites at which each officer will work will be assigned to them on a weekly basis, or as needed, by the School District's Superintendent of

Schools or designee. The City shall work with the School District and write Post Orders for the officers outlining the officers' duties.

- The City reserves the right to immediately utilize the officers assigned to School District in the event of a natural or manmade disaster or emergency as part of the City's agency-wide response to said disaster or emergency. The City will notify School District as soon as it is reasonable able to do so about the temporary transfer of the officers to other duties. If such an emergency diversion of officers occurs, then School District will not be required to pay the City for any portion of the diverted officer's salary and benefits during the time of the diversion.

6. EVENT COVERAGE: The City will provide additional coverage at district athletic events.

Pryor Police Officers will attend football games, basketball games, basketball tournaments, wrestling tournaments, and other events at the request of Pryor Public Schools. When possible, School Resource Officers should include game coverage within their regularly-assigned work hours. The School District recognizes that overtime pay will be required to fully cover the events outlined above. The School District agrees to pay overtime not to exceed \$25,000 per school year for event coverage. Overtime paid by the City should be invoiced monthly to the School District for payment with the fee for regular School Resource Officer services.

7. DUTIES OF THE SCHOOL RESOURCE OFFICERS: The duties of the School Resource Officer will include, but not be limited to, the following:

- To be an extension of the principal's office for assignments consistent with this Agreement.

- To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will take the student to the principal's office for discipline to be assigned by school officials.
- To act as the designee of the campus administrator in maintain the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes buildings, grounds, parking lots, lockers, and other school property. As to school code violations, the SRO will take the student to the principal's office for discipline to be assigned by school officials.
- To provide a classroom resource for law education using approved materials.
- To be a resource for students, which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- To be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- To document activities of all SROs on and off campus and as a compiler of a monthly report to be provided to the Police Department and to the principal of the assigned school.
- The SRO will be involved in school discipline. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm,

the SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the principal's office for discipline to be administered by school officials.

- IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the principal where school discipline can be administered.
- It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department of other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigations.
- The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
- The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- The SRO will coordinate all of his or her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

- The SRO will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the School District and/or Police Department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
 - The SRO will wear his or her department authorized duty weapons in accordance with department policy.
8. INDEPENDENT CONTRACTOR STATUS: The City is engaged to provide the Services as an independent contractor. In performing the City's Services to the School District under this Contract, the five officers shall at all times be employees of the City. While School District will have no right to direct the City personnel in the day-to-day performance of their duties, the City agrees to remove any City personnel as to whom School District has objections from operations under this Contract. If School District has objections to any City personnel, School District will review those objections with a designated representative of the City.
9. SCHOOL DISTRICT ADDITIONAL PERSONNEL: In addition to the personnel to be provided by the City, School District, at its option, shall have the right to engage personnel to provide watchman duties, including watchman duties provided through a private security company. In the event School District elects to engage watchman services either through School District employees or through a private security service, the watchman services will be coordinated with the City personnel. The City shall not be responsible for the personnel hired under this section.

10. MISCELLANEOUS: This instrument represents the entire understanding between the parties concerning the subject matter. This Contract may be amended only by an instrument in writing mutually signed by the parties. The City will have no right to assign this Contract or subcontract the Services required of the City under this contract.
11. TERMINATION: This Contract may be terminated by either party by giving thirty (30) calendar days' written notice to the other party. Upon such termination, School District shall pay the City a pro rata payment representing that portion of the annual fee earned by the City through the effective date of the termination. Therefore, neither party shall have any further financial obligation to the other.
12. INSURANCE: It is understood and agreed that during the term of this Contract and any renewal hereof, the City shall purchase and maintain general liability insurance at a minimum of the amounts required under the Oklahoma Governmental Tort Claims Act naming School District, and its officers and employees, as additional insureds and providing insurance coverage for all acts, omissions and services performed by the City offices as described in this Contract including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services. Further, the City shall provide written proof of said coverage prior to the execution of this Contract and any time thereafter on request of School District. The insurance provided by the City shall be deemed primary coverage relating to the acts of the officers and not excess.
13. SEVERABILITY: The invalidity or unenforceability of any provisions of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

14. GOOD FAITH: The School Board, the Mayor, their agenda and employees agree to cooperate in good faith in fulfilling the terms of this Contract. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of School District and the Mayor of the City.

15. OTHER EXISTING AGREEMENTS: This Contract shall replace the provisions related to School Resource Officers in all other prior or existing agreements between the parties.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Contract to be signed by their duly authorized officers.

The City of Pryor Creek, Oklahoma

**Independent School District No. 1 of
Mayes County, Oklahoma
[“School District”]**

Mayor of the City of Pryor Creek, Oklahoma

President, Board of Education

Attest:

Attest:

City Clerk

Clerk, Board of Education

Approved as to Form and Legality:

**City Attorney of the City of
Pryor Creek, Oklahoma**

Date: _____



Cantrell, Jeremy <cantrellj@pryorcreek.org>

Evidence lockers

1 message

R. S. Eaton <rseaton@talalaok.gov>
To: "Cantrellj@pryorcreek.org" <Cantrellj@pryorcreek.org>

Wed, May 15, 2024 at 11:15 AM

Chief Cantrell,

Thank you for considering my request to donate your old evidence locker from your previous police department. As a small agency, such an acquisition is beyond our budget, and I understand that the locker may no longer be of value to your team. Your generous donation would be immensely valuable and deeply appreciated by us all.

Thank you once again for your thoughtful consideration.

Ronald Scott Eaton

Chief of Police
Talala Police Department
[102 W. Watova](#)
[Talala, OK 74080](#)
918-340-3083



processed-4BE67245-3E8B-4F73-B34C-E6B916A1E2D0.jpeg
2364K



Date: 5/15/2024

Salesperson: Pedro Gonzalez

Manager: Kenny Owen

FOR INTERNAL USE ONLY

CUSTOMER Pryor Fire Dept James Home Phone :

Address : , Work Phone :

E-Mail : Cell Phone : (918) 803-8713

VEHICLE

Stock # : F80464 New / Used : New VIN : 1FTEW2LP1RFA55883 Mileage: 5

Vehicle : 2024 Ford F-150 Color : Oxford White

Type : STX 4x4 SuperCrew Cab 5.5 ft. box 1 W2L

Market Value Selling Price	52,675.00
Discount	5,000.00
Rebate	2,500.00
Adjusted Price	45,175.00
Bed Liner	595.00
Window Tint	199.00
Total Purchase	45,969.00
Doc Fee	399.00
Non Tax Fees	10.00
Cash Deposit	.00
Balance	46,378.00

Customer Approval: _____ Management Approval: 

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

2024 Ford F-150 XL crew cab \$47,301 (Jack Kissee)

Add on= Jotto Desk DGS standard console 425-6702	\$877
Window tint	\$400
Floor mats	\$100

Total \$48,678

2024 Ford F-150 STX crew cab \$48,799 (Matthews)

Extras= Bucket Seats/w center console, 20" Rims, Rear privacy glass, 3:73 locking rear differential
Carpet/w floor mats.

Add on= Front window tint	\$120
---------------------------	-------

Total \$48,919

2024 Ford F-150 XL extended cab \$49,465 (Green Country)

Add on= Jotto Desk DGS standard console 425-6702	\$877
Window tint	\$400
Floor mats	\$100

Total \$50,842

JACOB TRAMEL
SALES 918-978-4691

MATTHEWS FORD
OF PRYOR

KAN-010639 OK

9-NORMAL, NB, 110639, R0211 4327

220240228 7880

UTL CERT CERT TRD RAMP BUMP CAMP BOOK EXPL ROTA

022072 1381/3421

1FTFW2L59 RKD46674 NB

EPA Fuel Economy and Environment

Fuel Economy
19 MPG
 combined city/hwy
16 24
 city highway
5.3 gallons per 100 miles

Annual fuel cost \$2,850
 Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)

fuelconomy.gov
 Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS
 Overall Vehicle Score ★ ★ ★ ★ ★
 Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★
Side Crash ★ ★ ★ ★ ★
Rollover ★ ★ ★ ★ ★

Frontal Driver ★ ★ ★ ★ ★
Passenger ★ ★ ★ ★ ★
Rear seat ★ ★ ★ ★ ★
Front seat ★ ★ ★ ★ ★
Rear seat ★ ★ ★ ★ ★

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.
 Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

46 BUILT Ford TRUCKS
F-SERIES
AMERICA'S BEST SELLING TRUCKS

FORD PROTECT
 Indist on Ford Protect. The only extended service contract for Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

QR Code
 Scan QR code to view more information.

Smartphone
 Scan QR code to view more information.

2024 F-150 4X4 SUPERCREW
5.0L V8 ENGINE
ELEC TEEN-SPEED AUTO TRANS

EXTERIOR
 OXFORD WHITE
INTERIOR
 BLACK STX CLOTH 40/CON/40

- STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**
- EXTERIOR**
 - 12" PRODUCTIVITY SCREEN
 - CRUISE CONTROL
 - DOOR LOCKS - POWER
 - DUAL SUNVISORS
 - MESSAGE CTR OUTSIDE TEMP.
 - COMPASS, TRIP COMPUTER
 - POWERPOINTS *12V
 - TILT/TELESCOPE STR COLUMN
 - INTERIOR**
 - AM/FM STEREO
 - BLIS W/CROSS-TRAFFIC ALERT
 - CLASS IV TRAILER HITCH
 - CONNECTOR
 - CURVE CONTROL
 - FORDPASS™ CONNECT 50WIFI
 - HOTSPOT TELEMATICS MODEM
 - HILL START ASSIST
 - LANE-KEEPING SYSTEM
 - POST-COLLISION ASSIST WAEB
 - REVERSE SENSING AND
 - REAR VIEW CAMERA
 - SELECTSHIFT®
 - SYNC®4 W/AVR & 12" SCREEN
 - FUNCTIONAL**
 - ADVANCETRAC™ WITH RSC®
 - AIRBAGS - SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY®
 - CTR HIGH MOUNT STOP LAMP
 - PERMETER ALARM
 - SOS POST-CRASH ALERT SYS™
 - STOLEN VEH SVCS: 1 YR PLAN
 - THE PRESSURE MONIT SYS
 - WARRANTY**
 - 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/100,000 ROADSIDE ASSIST
 - 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 2024
 -STX SERIES (MSRP) \$52,110.00
 - 1,940.00

OPTIONAL EQUIPMENT OTHER
 5.0L V8 ENGINE 1,370.00
 275/60R20 BSW ALL-TERRAIN 570.00
 7100F GVWR PACKAGE
 50 STATE EMISSIONS
 NO CHARGE

TOTAL VEHICLE & OPTIONS/OTHER 54,080.00
DESTINATION & DELIVERY 1,985.00
TOTAL BEFORE DISCOUNTS 56,045.00
STX DISCOUNT - 2,000.00
TOTAL SAVINGS - 2,000.00

PRICE INFORMATION
 BASE PRICE 52,110.00
 TOTAL 54,080.00

DEALER PRICE \$48,799 OUT THE DOOR

TOTAL MSRP \$54,045.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

CONVOY
 ITEM #: 52-V352 O/T 2
 RB211 N RB 2X 430 010639 02 21 24

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

2202402287880

04/23/2024

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2A, SECTION 7 REGARDING MOBILE FOOD SERVICES "RESTRICTIONS ON LOCATION AS TO TIME" BY REPEALING SAID SECTION 7 OF TITLE 3, CHAPTER 2A; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE CITY COUNCIL FINDS IT TO BE IN THE INTEREST OF THE PROMOTION OF COMMERCE WITHIN THE CITY AND IN THE INTEREST OF EXPANSION OF AVAILABLE MOBILE FOOD SERVICES TO THE PUBLIC TO AMEND THE CITY CODE REMOVING CERTAIN RESTRICTIONS ON MOBILE FOOD SERVICES AS HEREINAFTER SET FORTH.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

Title 3, Chapter 2A, SECTION 7 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended by the repeal, in total, of said Section 7 of Title 3, Chapter 2A as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

3-2A-7: RESTRICTIONS ON LOCATION AS TO TIME:

SECTION 1.

A. No mobile food service may remain located at the same location for more than twelve (12) hours during any single twenty-four (24) hour period of time.

B. No mobile food service may be located at the same location more than ninety (90) days, whether consecutive or not, during any calendar year.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this _____ day of _____, 2024.

ATTEST:

ZAC DOYLE, MAYOR

COURTNEY DAVIS, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CHASE MCBRIDE, CITY ATTORNEY

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE PRYOR CREEK CITY COUNCIL CONCERNING A MINIMUM CHARGE FOR USE OF DEBIT/CREDIT CARDS FOR PAYMENT OF CITY FEES/COSTS/CHARGES.

Whereas, Pryor Creek City Code Section 1-11-1 (A) provides for the establishment of a schedule of fees and charges for various licenses, permits and other fees and charges designated by the Council; and

Whereas, Pryor Creek City Code Section 1-6A-2(B) charges the City Clerk to “. . .collect or receive revenues and other money for the City as provided by law.”; and

Whereas, Pryor Creek City Code Section 5-2-6(A) designates the Clerk of the Court “. . .receive and receipt for forfeitures, fees, deposits and sums of money payable to the Court.”; and

Whereas, the Council finds that electronic payment of City fees and charges has grown exponentially with most of such fees and charges being paid via debit or credit card, resulting in certain time, overhead, and expense related to such card usage and processing; and

Whereas, Federal law allows imposition of minimum required amounts for offering credit card payment processing and Federal law is silent as to imposition of such minimum required amounts for offering debit card payment processing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pryor Creek, Oklahoma:

That the processing of **electronic** payments for fees and charges of the City shall require a ~~minimum charge/payment of Ten dollars (\$10.00)~~ **four percent (4%) service charge added to each payment.**

Adopted by the City Council of the City of Pryor Creek, Oklahoma, in regular session on this _____ day of May, 2024.

Zac Doyle, Mayor

ATTEST:

Courtney Davis, City Clerk

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING FIREWORK REGULATIONS

WHEREAS, the City of Pryor Creek currently has enacted an ordinance regarding the use and sale of fireworks within the City's boundaries.

WHEREAS, The City Council of the City of Pryor Creek, Oklahoma, finds and declares as the legislative body of the City that it is in the best interests of the citizens of the City to amend the current ordinance to allow for the limited sale and use of fireworks within the City limits.

NOW, THEREFORE, be it ordained by the People of Pryor Creek by and through the Mayor, and the City Council of the City of Pryor Creek, Mayes County, Oklahoma pursuant to the emergency provisions of the Charter of the City of Pryor Creek, Oklahoma Article 3, Sections 19 and 20 to wit:

5-4C-2 entitled "FIREWORKS REGULATED" of the Code of Ordinances of Pryor Creek, Mayes County, State of Oklahoma shall be amended as follows:

- A. "Fireworks Defined: For the purpose of this section, "fireworks" shall have the meaning prescribed by state law, 68 Oklahoma Statutes section 1622.
- B. Fireworks Usage: The discharge, firing or use of fireworks within the corporate limits of the City is allowed for residential purposes as stated within this Ordinance. Public Firework Displays are hereby prohibited excepting only such activity which is carried out pursuant to a permit issued by the City effective for the current year in which such activity is carried out.
 - 1. Public Fireworks Displays:
 - a. Supervised public displays utilizing either IAG or 1.3G fireworks shall be lawful when conducted pursuant to a permit issued by the City and otherwise performed in such a manner as to be in compliance with all requirements of this code and such restrictions as may be made or required by the fire department and National Fire Protection Association (NFPA 1123). The permit holder shall:

- (1) Furnish a diagram of the site for the display which shall show the location of the firing site, spectator area and shall meet the requirements of NFPA 1123.

- (2) Furnish an inventory list of the proposed fireworks to be fired at the site.

- (3) Conform to all requirements of NFPA 1123.

- (4) Obtain a site inspection prior to the operation of the display.

- (5) All public displays including displays utilizing IAG fireworks shall (within 10 days prior to the display) publish a public notice in a newspaper legally authorized for legal notices published for circulation in the city.
 - (6) Any company performing fireworks displays utilizing 1.3G fireworks shall have on file with the city of Pryor Creek a copy of their state license for fireworks displays and proof of public liability insurance in such amount as may be required by the city at the city council's discretion.
 - (7) Any and all subcontractors of the permit holder participating in any manner with the public display shall be required to be disclosed upon the permit to be obtained and each subcontractor shall be subject to the requirements of subsection B1a(6) of this section.
- b. Every public fireworks display shall obtain the commercial fireworks permit as passed and approved by city council at a fee as established for public displays (see appendix A of this code).
 - c. Public fireworks displays must be pre-approved by city council and meet the requirements of subsections B1a and B1b of this section.
2. Residential Fireworks: "Residential fireworks" shall mean and refer to all use of fireworks not otherwise described in subsection B1a of this section.
- a. The "season" for residential fireworks discharge, firing or burning shall be limited to be only on July 1 through July 4, between the hours of nine o'clock (9:00) A.M. to eleven fifty nine o'clock (11:59) P.M. on each of said dates, and on New Year's Eve beginning at nine o'clock (9:00) P.M. through New Year's Day at one o'clock (1:00) A.M. The discharge, firing or burning of residential fireworks at dates and times not specifically set forth herein shall be unlawful.
 - b. Fireworks shall not be discharged within twenty-five feet (25') to any permanent structure or within five hundred feet (500') of any church, hospital, school, public park, or where fireworks are stored or sold.
 - c. No person may use or discharge fireworks on any public easement, or public property unless approved by the city council of the city of Pryor Creek.
 - d. No person shall ignite or discharge any fireworks within or neither throw the same from a motor vehicle nor shall any person place or throw any ignited article or fireworks into or at such a motor vehicle, or at or near any group of people.
 - e. No person under the age of eighteen (18) years of age shall engage in the use of residential fireworks unless under the supervision, which term "supervision" shall

require the physical presence in the immediate area such that visual observation of the use may be had during all times of use, of an adult person (over 18 years of age).

- f. An adult person (over 18 years of age) overseeing the use of fireworks by persons under the age of eighteen (18) years may not supervise more than four (4) persons under the age of eighteen (18) years in the use of fireworks.
- g. The adult person (over 18 years of age) in charge of the use must be physically present for any household member to use the fireworks and said use shall be within sixty feet (60') of the front door of the residence. The adult person (over 18 years of age) is further responsible for cleaning up any debris caused by any person discharging fireworks under the supervision of the adult person (over 18 years of age) and such debris must be cleaned up and removed the same day the fireworks are discharged.

C. Permit Exception: The council of the city of Pryor Creek shall approve an exception for the discharge at such times the City of Pryor Creek sponsors a public display and only on the area so designated.

D. Sale of Fireworks from Firework Stands

- 1. Application for License: Any person, organization, or business seeking to sell fireworks must apply for a license between April 15 and June 1 of the license year to the ~~community services department~~ by filing a written application in such form and content as the city manager may prescribe.
- 2. Eligibility of Applicant:
 - a. Age: Applicants must be at least twenty-one (21) years of age at the time of application.
 - b. Insurance: Applicants must provide minimum liability insurance of five hundred thousand dollars (\$500,000.00) for bodily injury and property damage from an insurance agency currently licensed to do business within the state of Oklahoma. Proof of insurance must be submitted with the application.
 - c. Invoicing of Fireworks: All fireworks must be invoiced from a distributor or wholesaler licensed to do business in the state of Oklahoma. The original invoice must be in the applicant's name and be available upon request.
 - d. Proof of Tax Payment: Applications must be accompanied with proof of tax payment for the previous year. Applications of a new business venture must be accompanied by an affidavit verifying that the applicant has not engaged in selling fireworks previously or, in the alternative, was not required to pay city, state or federal taxes.

- e. Proof Of State Permit: Applicants must supply proof of state permit for the license year and comply with all fireworks laws of the state, 68 Oklahoma Statutes sections 1621 through 1634.
3. Fees: A fee of five hundred dollars (\$500.00) must accompany the application. A license fee is required for each fireworks stand.
 4. Firework Stand Requirements:
 - a. Location; Property Owner Consent: Each stand must be located on property zoned commercial, with written consent from the property owner dated and filed with the application, or on property owned by the city, contingent upon written approval of the Mayor.
 - b. Distance From Other Structures: A minimum of ~~one hundred feet (100')~~ fifty feet (50') must exist between all fireworks stands and any other structures.
 - c. Parking: Vehicle parking cannot be within ten feet (10') of any fireworks stand.
 - d. Posting Of Signs: Signs stating "FIREWORKS – NO SMOKING WITHIN 50 FEET" must be posted on all sides of the entire facility. ~~No Smoking: A "no smoking" sign must be posted on the fireworks stand within public view.~~
 - e. Fire Extinguisher: Each fireworks stand must have at least one approved ABC fire extinguisher, minimum size of five (5) pounds. The travel distance to any fire extinguisher cannot exceed thirty-five feet (35'). If the fireworks stand exceeds 200 square feet, two (2) portable ABC fire extinguishers are required with at least one being a multi-purpose dry chemical type.
 - f. Distance From Fuel Tanks: Fireworks must be a minimum of ~~one hundred fifty feet (150')~~ three hundred feet (300') away from fuel pumps, propane tanks, or any other facility or structure where flammable liquid is commercially sold or dispensed.
 - g. Time Limitation: Firework stands may only be erected from ~~June 1- July 7~~ June 15 – July 6 or the first Sunday after July 4, whichever is later, and December 27 – December 31 of the license year.
 - h. Adult Person in Charge: A person eighteen (18) years of age or older shall be present and in charge of the fireworks stand at all times.
 - i. Hours: Fireworks stands may conduct business between the hours of eight o'clock (8:00) A.M. and eleven o'clock (11:00) P.M. of the license year excluding the evenings of December 31, July 3, July 4 when they may remain open until twelve o'clock (12:00) A.M.
 - j. Sales To Underage Persons: It shall be unlawful to offer for sale any fireworks to children under the age of twelve (12) years, unless accompanied by an adult.
 - k. Inspection: The code enforcement officer and/or fire marshal must inspect the fireworks site and stand, for safety and ordinance compliance, prior to opening for

business.

l. Noncombustible Surface: All fireworks stands shall be on a noncombustible surface (asphalt, concrete, gravel), with the surface area being twice the size in square feet as the actual tent, or in the absence of a tent, the fireworks stand.

m. Restrooms: All fireworks stands shall have working restroom facilities on site, whether those be in an enclosed camper on the premises or through the rental of a portable unit.

E. Penalty: Any person found violating any provision of this section shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished as provided in section 1-4-1 of this code.

This ordinance shall be published as provided by law.

The territory described in this ordinance shall be removed from the corporate limits of City of Pryor Creek, Oklahoma, upon publication of this ordinance. Adopted and approved this ____ day of _____, 2024.

Adopted and approved this ____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

City Attorney

ORDINANCE NO. 2024 - __

AN ORDINANCE CHANGING AND AMENDING ZONING CLASSIFICATION FROM “RD” (Residential Duplex) TO “CG” (Commercial General) OF PROPERTY DESCRIBED AS FOLLOWS:

The West 75 feet of Lot Fifteen (15), Block Nine (9) in the Original Town of Pryor Creek, Mayes County, State of Oklahoma, according to the U.S. Government Survey and Plat thereof. (101 N. Mill)

WHEREAS, the record owners of the above described property made application to the City by proper application for rezoning of the aforesaid property seeking the rezoning of the property from its current designation of Residential Duplex (RD) to Commercial General (CG); and

WHEREAS, the application was subsequently heard and considered by the Planning and Zoning Commission for said City resulting in a recommendation by the Planning and Zoning Commission to the City Council for approval of said application of the landowner; and

WHEREAS, the matter came before the City Council for the City of Pryor Creek with recommendation for approval by the Planning and Zoning Commission and the Council being advised in the premises found that the requested change and amendment of zoning from “RD” to “CG” would not be inharmonious with other property uses in the immediate vicinity, the change would have no apparent adverse impact on the public health, safety, morale and general welfare of the community and that the change would be consistent with the Comprehensive Plan for the City.

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

SECTION 1:

The zoning classification of the property described as follows is hereby changed and amended and rezoned from Residential Duplex (RD) to Commercial General (CG) under the Zoning Code of the said City, to-wit:

The West 75 feet of Lot Fifteen (15), Block Nine (9) in the Original Town of Pryor Creek, Mayes County, State of Oklahoma, according to the U.S. Government Survey and Plat thereof. (101 N. Mill)

SECTION 2:

That upon passage and publication of this ordinance amending and changing the zoning classification of the afore described property the official zoning map of the City of Pryor Creek be amended to reflect the amended zoning of the said property from (RD) to (CG).

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ___ day of _____, 2024.

CITY OF PRYOR CREEK, OKLAHOMA

Zac Doyle, Mayor

ATTEST:

Courtney Davis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Chase McBride, City Attorney

Dated: _____

RESOLUTION NO. 2024-

RESOLUTION OF CITY COUNCIL FOR PRYOR CREEK, OKLAHOMA REVISING AND ESTABLISHING FEES TO BE ASSESSED AND SET FORTH IN CITY CODE BOOK "APPENDIX A" REGARDING CEMETERY FEES UNDER PUBLIC WAYS AND PROPERTY UNDER TITLE 7 CHAPTER 6, SECTION 4 OF THE CITY CODE.

WHEREAS, the City Council for the City of Pryor Creek, Oklahoma deems it in the best interest of the health, welfare and order for the public that certain fees pertaining to cemetery services be established.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Pryor Creek, Oklahoma directs the fees pertaining to cemetery services should be, and are hereby established and set as hereinafter set forth; And that the City's Schedule of Fees as set forth in "Appendix A" shall hereby be revised and modified as follows:

Section 1:

City Code Attachment, "Appendix A" is hereby amended with respect to fees charged under Title 7, Chapter 6, Section 4 set forth below: (Strike Through provisions deleted, Underlined language to be added)

7-6-4A	Price of Gravesites:	
	Fairview and Graham Memorial Cemeteries, each	\$500.00
	Babyland, each	\$100.00
7-6-4B	Interment Fee (Monday-Friday):	
	Fairview or Graham Memorial, each	\$325
	Babyland, each	\$125
	Cremaains	\$150
	Disinterment Fee	\$1000
	Cremation Disinterment	\$400
	Babyland Disinterment	\$200
	Additional charge for City equipment used at graveside used at graveside services:	
	For funeral home with principal place of business outside of Mayes County	\$35
	For funeral home with principal place of business within Mayes County	\$25
	Additional Fees:	
	Saturday Service Fees:	
7-6-4C	7:00 a.m. – 5:00 p.m.	\$600
	Cremation 7:00 a.m. – 5:00 p.m.	\$300
	After 5:00 p.m.	\$150/hour
	Fee for setting aboveground grave, mausoleum, vault or ledger stone, monument or marker (onetime fee)	\$40
7-6-5A	Fee for aboveground full cover (Fairview Cemetery only) to be paid with the interment fee, each	\$250

	Marker/monument locating fee, each (no locating fee for veterans' markers)	\$40
	Sale and conveyance of lots in Fairview Cemetery	Mayor and Council may from time to time adopt and establish
	Recording fee for deed changes, all cemeteries	\$20
	Cremains in Bench	\$50
	Deed Transfers	\$40

NOTE: In all other respects not specifically set forth above "Appendix A" remains unchanged.

THIS RESOLUTION APPROVED this _____ day of May, 2024, in regular session, by vote of support by the majority of the members of the City Council of the City of Pryor Creek, Oklahoma.

**CITY OF PRYOR CREEK,
OKLAHOMA**

Zac Doyle, Mayor

ATTEST:

Courtney Davis, City Clerk

Approved as to form and legality:

Chase McBride, City Attorney