

**NOTICE & AGENDA
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA**

TUESDAY, OCTOBER 6TH, 2015 AT 6:00 P.M.

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

1. Call to Order, Prayer, Pledge of Allegiance, Roll Call.
2. Petitions from the Audience. (Limited to 5 minutes.):
3. Mayor's Report:
 - a. Discuss, possibly act on approval of Community Hall fee waiver for set up on October 28th, from 4:00 p.m. – 7:00 p.m. and all day on October 29th, for the 25th annual Sertoma Charity Dinner and Drawing to be held on October 29th, 2015.
4. City Attorney's Report:
 - a. First reading of an Ordinance Closing of Easement described as follows: A strip of land situated in Lot 3 of the FAIRLAND ADDITION to the City of PRYOR CREEK, Mayes County, Oklahoma, and more particularly described as follows, to-wit: The South 10.0 Feet of the North 76.0 Feet of the West 175.0 Feet AND the West 10.0 Feet of the South 62.0 Feet of said Lot 3.
5. Discuss, possibly act on Consent Agenda. (Items deemed non-controversial and routine in nature to be approved by one motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda.)
 - a. Approve minutes of September 15th, 2015 Council meeting.
 - b. Approve payroll purchase orders through October 9th, 2015.
 - c. Approve claims for purchase orders through October 6th, 2015.
 - d. Acknowledge receipt of deficient purchase orders.
 - e. Approve Mayor's re-appointment of Herbie Schultz to Planning and Zoning Board Seat #2, term expiring 9/30/2018.
 - f. Approve Mayor's re-appointment of Michael Dunham to Planning and Zoning Board Seat #1, term expiring 9/30/2018.
 - g. Approve Mayor's appointment of Cheryl Glancy to Planning and Zoning Board Seat #3, term expiring 9/30/2017.
 - h. Approve Mayor's re-appointment of Michael Dunham to Flood Plain Board Seat #1, term expiring 12/31/2021.
 - i. Approve Mayor's re-appointment of Richard Powell to Flood Plain Board Seat #2, term expiring 12/31/2021.
 - j. Approve Mayor's re-appointment of Connie Musgrave to Planning and Zoning / Multi-Hazard Mitigation Committee Seat #5, term expiring 8/31/2017.
 - k. Approve expenditure in the amount of \$15,000.00 to Pryor Main Street from General Fund – Youth Program (Account #02-201-5344) per agreement.
 - l. Approve expenditure in the amount of \$7,500.00 to Pryor Creek Senior Citizen's Nutrition Center from General Fund – Senior Citizen's Nutrition Center (Account #02-201-5340) per agreement.
 - m. Approve expenditure in the amount of \$5,000.00 to the Pryor Creek Sertoma Senior Citizen's Center from General Fund – Senior Citizen's Program (Account #02-201-5345) per agreement.
 - n. Approve expenditure of \$1,000.00 to the American Legion from General Fund – American Legion (Account # 02-201-5346) per agreement.
 - o. Approve expenditure of \$1,000.00 to the DAV from General Fund – DAV (Account #02-201-5347) per agreement.
 - p. Approve expenditure of \$14,526.00 to Total Truck and Trailer for the purchase of two (2) 9 foot Salt / Sand spreaders to fit inside a ¾ ton dump truck bed for the Street Department. Other quotes received: Grand Truck Equipment Co., LLC - \$15,200.00, All Wheel Drive Equipment, Mfg. - \$24,062.00.
 - q. Approve work order for professional services, Project Number: PRY 15-05, Project Name: 2015-16 Concrete Street Repair and Improvements, not to exceed \$55,215.00 to Infrastructure Solutions Group, LLC. This amount includes: Preparation of Technical Memorandum (Engineering Report) - \$5,000.00, Preliminary Design (30% of total engineering fee) - \$6,565.00, Final Design (70% of total engineering fee) - \$11,043.00, Bidding (80% of total engineering fee) - \$5,522.00, Construction (100% of total engineering fee) - \$11,043.00, Resident Project Representative (during construction – TBA).
 - r. Approve expenditure of \$24,400.00 to John Henzel Tennis Court Systems to resurface four (4) West Courts using DECO System. Includes any repairs on net posts and repainting net posts and new center straps. No additional quotes were received.

- s. Approve an additional fee of \$50.00 on Saturdays for burial of cremains (Total fee - \$150.00).
 - t. Approve an expenditure of \$20,353.00 to P and K Equipment for the purchase of one compact utility tractor for the Park Department from Cemetery – Capital Outlay (Account #44-445-5413). Other quotes received: Kubota Center Pryor - \$20,389.00 and Chupp Implement Co. - \$21,163.10).
 - u. Approve expenditure of \$4,525.42 to Push-Pedal-Pull for the purchase of Stairmaster Gauntlet D-1 Console for the Recreation Center from Recreation Center – Repair and Maintenance (Account #84-848-5410). Other quotes received: Elite Exercise Equipment - \$5,434.00 and All American Fitness - \$5,597.00.
 - v. Approve job description for Assistant Director at Pryor Creek Recreation Center.
 - w. Approve 2015 – 2016 contract with The International Association of Fire Fighters, AFL-CIO/CLC effective July 1st, 2015 through June 30th, 2016 as presented.
 - x. Approve resignation of Dispatcher Shawwna Bley from the Pryor Police Department effective Sunday, October 4th, 2015.
 - y. Discuss, possibly approve bid received from RJR Enterprises, Inc for the Whitaker Park Splash Pad Project # PRY-14-016 in the amount of \$91,500.00 (No other bids were received).
 - z. Approve promotion of James Willyard from Captain, Range M, Step 4 annual salary \$47,504.00 to fill vacant position of Assistant Police Chief at Range H, Step 4 annual salary \$58,832.00 effective October 10, 2015. (This vacancy was made by the retirement of Derek Melton.)
 - aa. Approve expenditure in the amount of \$2,888.00 to EmergiTech 911 Software support from Account 91-915-5091.
 - bb. Approve expenditure in the amount of \$7,357.80 to Cardinal Tracking for software license support agreement and renewal for 911 System from Account 91-915-5061.
6. Committee Reports:
- a. Budget / Personnel (Rosamond)
 - b. Ordinance / Insurance (Chitwood)
 - c. Street / Maintenance Garage (Willcutt)
7. Unforeseeable business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
8. Adjourn.

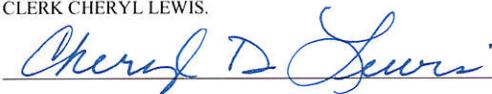
PRYOR PUBLIC WORKS AUTHORITY

- 1. Call to Order.
- 2. Discuss, possibly act on approval of minutes of September 15th, 2015 meeting.
- 3. Unforeseeable business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
- 4. Adjourn.

FILED OCTOBER 2ND, 2015 AT 5:00 P.M. BY MAYOR JIMMY TRAMEL.



POSTED ON THE BULLETIN BOARD AT CITY HALL, 12 NORTH ROWE STREET, PRYOR CREEK, OKLAHOMA, OCTOBER 2ND, 2015 AT 5:00 P.M. BY ASSISTANT CITY CLERK CHERYL LEWIS.



**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, SEPTEMBER 15TH, 2015 AT 6:00 P.M.**

The City Council of the City of Pryor Creek, Oklahoma met in regular session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors. Notice was also emailed to *The Paper* and *The Times* newspapers and emailed to the Council members.

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

Mayor Jimmy Tramel called the meeting to order at 6:00 p.m. The Prayer and the Pledge of Allegiance were conducted by Mayor Tramel. Roll call was conducted by City Clerk Eva Smith. Council members present included: Roger Willcutt, Cheryl White, Yolanda Thompson, Houston Brittain, Greg Rosamond, Randy Chitwood, Ryan Rains and Drew Stott. Council members absent: none.

Department Heads and other City Officials present: City Attorney K. Ellis Ritchie, Police Chief Steve Lemmings, Fire Chief Tim Thompson, Assistant Fire Chief B.K. Young, Park Superintendent Frank Powell, Street Superintendent Jack Downing.

Others: Library Board Chairman Jeanette Anderson, Library employee Marie Reist, Police Captain James Willyard, Infrastructure Solutions Engineer Steve Powell, Rainbow Fireworks Representative Dale Ragains, Warren Cat Representative Charlie Meyer.

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

Jeanette Anderson thanked everyone on the Library Board and the Council for the repair of the sink at the Library.

a. DISCUSS, POSSIBLY ACT ON APPROVAL TO ISSUE A FIREWORKS PERMIT TO RAINBOW FIREWORKS, INC. FOR OCTOBER 10TH, 2015 WITH A RAIN DATE OF OCTOBER 17TH, 2015 ON THE VACANT LAND SOUTH OF HIGHWAY 20 AND EAST GRAHAM AVENUE OWNED BY THE FIRST CHURCH OF GOD.

Motion was made by Chitwood, second by Thompson to approve to issue a fireworks permit to Rainbow Fireworks, Inc. for October 10th, 2015 with a rain date of October 17th, 2015 on the vacant land South of Highway 20 and East Graham Avenue owned by the First Church of God. (Fireworks will be set-off at dark per Dale Ragains.) Voting yes: Willcutt, White, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott. Voting no: none.

3. MAYOR'S REPORT:

Mayor read a Proclamation for the Daughters of the Revolution proclaiming September 17 – 23 Constitution Week.

Mayor announced the Pryor High School has requested the closing of Adair Street from Graham Avenue to 1st Street for a Homecoming Block Party on September 24th, 2015 from 6:30 to 8:30 p.m.

4. CITY ATTORNEY'S REPORT:

a. SECOND AND FINAL READING, DISCUSSION AND POSSIBLE ACTION OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 3-10A-1 REGARDING ALCOHOLIC BEVERAGES.

Motion was made by Brittain second by Chitwood to approve and waive the reading of *Ordinance 2015 - 14* Amending Pryor Creek City Code Section 3-10A-1 Regarding Alcoholic Beverages. Voting yes: White, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt. Voting no: none.

b. SECOND AND FINAL READING, DISCUSSION AND POSSIBLE ACTION OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 3-10A-3 REGARDING ALCOHOLIC BEVERAGES.

Motion was made by Chitwood second by Brittain to approve and waive the reading of *Ordinance 2015 - 15* Amending Pryor Creek City Code Section 3-10A-3 Regarding Alcoholic Beverages. Voting yes: Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, White. Voting no: none.

5. DISCUSS, POSSIBLY ACT ON CONSENT AGENDA.

(ITEMS DEEMED NON-CONTROVERSIAL AND ROUTINE IN NATURE TO BE APPROVED BY ONE MOTION WITHOUT DISCUSSION. ANY COUNCIL MEMBER WISHING TO DISCUSS AN ITEM MAY REQUEST IT BE REMOVED AND PLACED ON THE REGULAR AGENDA.)

- a. Approve minutes of September 1ST, 2015 Council meeting.
- b. Approve payroll purchase orders through September 25th, 2015.
- c. Approve claims for purchase orders through September 15th, 2015.

APPROVE PURCHASE ORDERS THROUGH SEPTEMBER 15th, 2015.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	1520150652 - 1520150450	\$ 132,815.36
STREET & DRAINAGE	910641B - 1520150452	10,766.52
GOLF	1520150629 - 1520150556	9,071.10
CAPITAL OUTLAY	910607B - 1520150362	22,267.69
REAL PROPERTY	910671B - 910671B	3,600.00
RECREATION CENTER	1520150564 - 1520150622	17,096.73
P.P.W.A	1520150602	142.56
E-911 CASH	1520150598	331.00
DONATIONS	1520150599	\$ 197.15
	TOTAL	\$ 196,288.11

NEW BLANKET PURCHASE ORDERS

910719B	VIOLET F. KIRKENDALL CPA	\$ 14,500.00
	TOTAL	\$ 14,500.00

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders presented.
- e. Approve expenditure of \$9,823.64 to AGES Computers for the purchase of Kaspersky Endpoint Security for Business Plus 3 years 24 x 7 Support software. No other quotes received.
- f. Approve expenditures of 2015 – 2016 Hotel / Motel grant funds summary letters of intent as follows:
 - 1. Pryor Area Chamber of Commerce - \$27,156.00
 - 2. Pryor Public Schools - \$11,078.00
 - 3. Pryor Band Day - \$2,500.00
 - 4. Pryor Main Street - \$6,789.00
- g. Approve expenditures of 2015 – 2016 Hotel / Motel grant fund applications as follows:
 - 1. American Cowboy Trader Days - \$2,500.00
 - 2. Pryor Christmas Parade of Lights - \$2,500.00
 - 3. Comforts of Home Quilt Show - \$2,500.00
 - 4. Chili Christmas Car and Bike Show - \$2,500.00
 - 5. Dad’s Drag Main Block Party - \$2,000.00
 - 6. Missoula Children’s Theater - \$1,500.00
 - 7. NEOK Area Art Show - \$1,500.00
 - 8. OK Association Jr. Tournament - \$2,470.00
- h. Approve expenditure of \$2,500.00 for Phase I – Investigative Study to Infrastructure Solutions Group, LLC for Pocket Park Wall Stabilization Study and Bidding Services. (Project Number PRY-15-02)
- i. Approve authorizing the Mayor to sign the Cooperative Service Field Agreement between the City of Pryor Creek and United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (WS).
- j. Approve change order #1 to Advanced Workzone Services, LLC in the amount of \$389.40 as required by ODOT, Gore markings to be double striped around the edges at each area indicated as follows: Northwest corner of Adair Street, Northwest corner of Vann Street, Northwest corner of Rowe, border line change from 4 inch to 8 inch in width. Approved by Steve Powell, Engineer of Project Number PRY14-02. (Graham Avenue re-striping project.)
- k. Approve declaring surplus from the Pryor Police Department and approve seeking sealed bids for the following items that were seized and forfeited by the District Court:
 - 1. 1998 Ford F150 XL Vin 1FTZF1721WKA63902
 - 2. 1995 Chevrolet Monte Carlo Sport Vin 2G1WW12M5S9332340
 - 3. 1995 Chevrolet Cheyenne Pickup Vin 1GCEC14Z5SZ283795
 - 4. 1980 Ford Mustang Vin 0F04B188519 (No Title, Salvage only)
 - 5. 1998 Mercury Sable GS Vin MEFM50U3WA616601
 - 6. 1992 Honda Accord Vin 1HGCB715XNA019586
 - 7. 1993 Chevrolet Silverado 4x4 1GCEK14K6PZ182732
- l. Approve declaring surplus the following vehicles and approve seeking sealed bids for the following vehicles owned by the City:
 - 1. 2006 Dodge Charger Vin 2B3KA43HX6H504978 (UNIT 31)

2. 2008 Dodge Charger Vin 2B3KA43HX8H271333 (UNIT 37)
 3. 2005 Ford Crown Victoria Vin 2FAFP71W15X123726 (UNIT 24)
 4. 2000 Ford Crown Victoria Vin 2FAFP71W6YX127081
 5. 1996 Chevrolet Suburban Vin 1GNFK16R4TJ310240
- m. Approve hiring Brett Adams as a Volunteer Firefighter to fill vacant position effective September 15th, 2015 pending approval of physical and background check.
 - n. Approve hiring Cari Rerat to fill vacant Library Director at the Pryor Creek Public Library effective October 5th, 2015 at Range F, Step 2 (annual wage \$42,261.00) with the understanding she will remain at Step 2 until qualifying for Step 3.
 - o. Approve promotion of Marie Reist from Librarian 2, Range C, Step 4 (annual wage \$34,202.00) to Librarian 3 at Range D, Step 4 (annual wage \$36,221.00) effective September 26th, 2015.
 - p. Approve promotion of Lucas Hoover from "B" Operator, Range C, Step 2 (annual wage \$29,310.00) to "A" Operator, Range D, Step 2 (annual wage \$30,857.00) for the Cemetery Department effective September 26th, 2015.
 - q. Approve promotion of Wesley Griffin from "B" Operator, Range C, Step 2 (annual wage \$29,310.00) to "A" Operator, Range D, Step 2 (annual wage \$30,857.00) for the Street Department effective September 26th, 2015.
 - r. Approve expenditure of \$5,869.00 (State Contract price) to Warren Cat for the purchase of a 420F Hydraulic Thumb for Street Department backhoe from Street Capital Outlay (Account #14-145-5411).
 - s. Approve seeking quotes to resurface the tennis courts using Deco Turf Systems at Whitaker Park.
 - t. Approve expenditure in the amount of \$4,654.67 to Swimtime (Division of United Industries, Inc.) for an Aurora 341 A-BF 6 x 6 x 9, 20 HP, 1750 rpm 230 / 460 VAC 3 phase pump, capable of providing 900 GPM @ 70' TDH. No other quotes received.
 - u. Approve expenditure in the amount of \$4,606.33 to Swimtime (Division of United Industries, Inc.) for 2 – 3 step ladders and 2 – 4 step ladders including hardware for the Pryor Creek Public Pool including freight. (Other quotes received: W. M. Smith & Associates, Inc. - \$4,282.86 and Pool Supply World - \$4,491.74)
 - v. Approve hiring Justin Allen to fill vacant Patrolman position at the Police Department at Range J, Step 1 (annual wage - \$32,295.00) effective October 5th, 2015 pending approval from the Oklahoma Police and Pension and Retirement Board.

Motion was made by Rosamond, second by White to approve items a-v less items a, e, h, i, n, r, t, u. Voting yes: Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, White, Thompson. Voting no: none.

a. APPROVE MINUTES OF SEPTEMBER 1ST, 2015 COUNCIL MEETING.

Motion was made by Rosamond, second by Stott to approve minutes of September 1st, 2015 Council meeting. Voting yes: Rosamond, Chitwood, Stott, Thompson, Brittain. Voting no: none. Abstaining (counting as a no vote): Rains, Willcutt, White.

e. APPROVE EXPENDITURE OF \$9,823.64 TO AGES COMPUTERS FOR THE PURCHASE OF KASPERSKY ENDPOINT SECURITY FOR BUSINESS PLUS 3 YEARS 24 X 7 SUPPORT SOFTWARE. NO OTHER QUOTES RECEIVED.

Motion was made by Rosamond, second by Brittain to approve expenditure of \$9,823.64 to AGES Computers for the purchase of Kaspersky Endpoint Security for Business Plus 3 years 24 x 7 Support software. Voting yes: Chitwood, Rains, Stott, Willcutt, White, Thompson, Rosamond. Voting no: Brittain.

Mayor stated another quote was received earlier that day from VisionQuest (Vinita, OK) \$6,900.00 plus shop labor. No full estimate received for labor.

h. APPROVE EXPENDITURE OF \$2,500.00 FOR PHASE I – INVESTIGATIVE STUDY TO INFRASTRUCTURE SOLUTIONS GROUP, LLC FOR POCKET PARK WALL STABILIZATION STUDY AND BIDDING SERVICES. (PROJECT NUMBER PRY-15-02)

Motion was made by Chitwood, second by Rosamond to approve expenditure of \$2,500.00 for Phase I – Investigative Study to Infrastructure Solutions Group, LLC for Pocket Park Wall Stabilization Study and Bidding Services. (Project Number PRY-15-02) Voting yes: Rains, Stott, Willcutt, White, Thompson, Brittain, Rosamond, Chitwood. Voting no: none.

Steve Powell explained this expenditure further. He stated the question remains to be seen as to whether the existing walls are sound and what removal of the front wall will do to the structure.

A structural engineer will provide a report and an estimate to determine if the walls are structurally sound. If there are any bid documents for additional support the structural engineer will prepare and put out for bid.

i. APPROVE AUTHORIZING THE MAYOR TO SIGN THE COOPERATIVE SERVICE FIELD AGREEMENT BETWEEN THE CITY OF PRYOR CREEK AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES (WS).

Motion was made by Willcutt, second by Chitwood to approve authorizing the Mayor to sign the Cooperative Service Field Agreement between the City of Pryor Creek and United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (WS). Voting yes: Stott, Willcutt, White, Thompson, Brittain, Rosamond, Chitwood, Rains. Voting no: none.

n. APPROVE HIRING CARI RERAT TO FILL VACANT LIBRARY DIRECTOR AT THE PRYOR CREEK PUBLIC LIBRARY EFFECTIVE OCTOBER 5TH, 2015 AT RANGE F, STEP 2 (ANNUAL WAGE \$42,261.00) WITH THE UNDERSTANDING SHE WILL REMAIN AT STEP 2 UNTIL QUALIFYING FOR STEP 3.

Motion was made by Chitwood, second by Rosamond to approve hiring Cari Rerat to fill vacant Library Director at the Pryor Creek Public Library effective October 5th, 2015 at Range F, Step 2 (annual wage \$42,261.00) with the understanding she will remain at Step 2 until qualifying for Step 3. Voting yes: Rosamond, Chitwood, Rains, Stott, Willcutt, White, Thompson, Brittain. Voting no: none.

r. APPROVE EXPENDITURE OF \$5,869.00 (STATE CONTRACT PRICE) TO WARREN CAT FOR THE PURCHASE OF A 420F HYDRAULIC THUMB FOR STREET DEPARTMENT BACKHOE FROM STREET CAPITAL OUTLAY (ACCOUNT #14-145-5411).

Motion was made by Rosamond, second by White to approve expenditure of \$5,869.00 (State Contract price) to Warren Cat for the purchase of a 420F Hydraulic Thumb for Street Department backhoe from Street Capital Outlay (Account #14-145-5411). Voting yes: White, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt. Voting no: none.

t. APPROVE EXPENDITURE IN THE AMOUNT OF \$4,654.67 TO SWIMTIME (DIVISION OF UNITED INDUSTRIES, INC.) FOR AN AURORA 341 A-BF 6 X 6 X 9, 20 HP, 1750 RPM 230 / 460 VAC 3 PHASE PUMP, CAPABLE OF PROVIDING 900 GPM @ 70' TDH. NO OTHER QUOTES RECEIVED.

Motion was made by Brittain, second by Willcutt to approve expenditure in the amount of \$4,654.67 to Swimtime (Division of United Industries, Inc.) for an Aurora 341 A-BF 6 x 6 x 9, 20 HP, 1750 rpm 230 / 460 VAC 3 phase pump, capable of providing 900 GPM @ 70' TDH. (Other quote received: Haynes - \$4,758.00) Voting yes: Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, White. Voting no: none.

u. APPROVE EXPENDITURE IN THE AMOUNT OF \$4,606.33 TO SWIMTIME (DIVISION OF UNITED INDUSTRIES, INC.) FOR 2 – 3 STEP LADDERS AND 2 – 4 STEP LADDERS INCLUDING HARDWARE FOR THE PRYOR CREEK PUBLIC POOL INCLUDING FREIGHT. (OTHER QUOTES RECEIVED: W. M. SMITH & ASSOCIATES, INC. - \$4,282.86 AND POOL SUPPLY WORLD - \$4,491.74)

Motion was made by Willcutt, second by Thompson to approve expenditure in the amount of \$4,606.33 to Swimtime (Division of United Industries, Inc.) for 2 – 3 step ladders and 2 – 4 step ladders including hardware for the Pryor Creek Public Pool including freight. (Other quotes received: W. M. Smith & Associates, Inc. - \$4,282.86 and Pool Supply World - \$4,491.74)

Motion and second was amended to include “in the best interest of the City”. Voting yes: Brittain, Rosamond, Chitwood, Rains, Willcutt, Thompson. Voting no: Stott, White.

6. COMMITTEE REPORTS:

a. BUDGET / PERSONNEL (ROSAMOND)

Rosamond reported for the Budget / Personnel Committee and stated that everything was handled earlier in this meeting. He also stated they would meet the second Tuesday of next month.

b. ORDINANCE / INSURANCE (CHITWOOD)

Chitwood reported for the Ordinance / Insurance Committee. He stated they need to schedule a meeting for Health Insurance.

c. STREET / MAINTENANCE GARAGE (WILLCUTT)

Willcutt reported for the Street / Maintenance Garage Committee. He stated the Committee will meet in special session on Monday, September 28th at 5 p.m.

7. UNFORESEEABLE BUSINESS.

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

There was no unforeseen business presented.

8. ADJOURN.

Motion was made by Willcutt, second by Stott to adjourn. Voting yes: Rosamond, Chitwood, Rains, Stott, Willcutt, White, Thompson, Brittain. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Mayor Tramel called the Pryor Public Works Authority meeting to order at 6:50 p.m.

2. DISCUSS, POSSIBLY ACT ON APPROVAL OF MINUTES OF SEPTEMBER 1ST, 2015 MEETING.

Motion was made by Stott, second by Brittain to approve minutes of September 1st, 2015 meeting. Voting yes: Chitwood, Stott, Thompson, Brittain, Rosamond. Voting no: none. Abstaining (counting as a no vote): Rains, Willcutt, White.

3. UNFORESEEABLE BUSINESS.

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

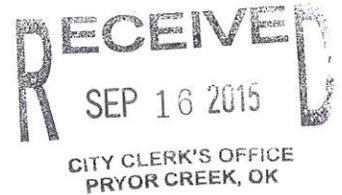
There was no unforeseeable business presented.

4. ADJOURN.

Motion was made by Stott, second by Willcutt to adjourn from the Pryor Public Works Authority meeting. Voting yes: Rains, Stott, Willcutt, White, Thompson, Brittain, Rosamond, Chitwood. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A CHAIRMAN JIMMY TRAMEL

MINUTES WRITTEN BY CITY CLERK EVA SMITH



August 31, 2015

Mayor Tramel and City Council Members:

The Pryor Creek Sertoma Club sponsors the Sertoma Senior Citizens Center for anyone 50 years and older to attend the center to receive free meals, play pool, cards, ceramics, puzzles, watch TV on a big screen, interact with other senior citizens and play bingo. Sertoma also provides a van to transport seniors around Pryor (city limits) free of charge. Sertoma provides a free computer lab for seniors to use.

The Sertoma Club sponsors the Children's Christmas Shopping Spree each December, the National Heritage Awards for 4th & 5th graders each February, and the Miss Pryor Scholarship Pageant each March.

Each October the Sertoma Club holds a fund-raiser to help with the expenses of these projects. The fund-raiser has been a big success and we will hold our 25th Annual Charity Dinner and Drawing this October 29th at the Graham Community Building beginning at 6:30 p.m. We have a grand prize of \$5000.00. Each ticket costs \$100.00 and admits 2 people for the evening. Only 250 tickets are sold. We have always sold every ticket and have requests for more tickets. We will only sell 250 tickets. After dinner the drawing begins and the first ticket drawn is the grand prize winner. That ticket is put into an envelope and placed on the board. Every 10th ticket is a major prize winner and their prize is valued at \$100.00 or more. As the tickets are drawn the prize value goes up. As a prize is awarded, the company or organization providing the prize is announced. By the time the last few tickets are drawn the suspense gets higher and higher until the last ticket is drawn. Finally the envelope is opened and the winner is announced.

We are asking for a waiver of the fee for the hall. We would like to set up the hall on Wednesday, October 28th from 4:00 p.m. – 7:00 p.m. We would take down the tables and chairs and clean up as soon as the banquet is over. Would you please approve this request for our fund-raiser on October 29th?

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Back". The signature is written in a cursive, flowing style.

Jennifer Back, President

Pryor Creek Sertoma Club

ORDINANCE NO. 2015 - ____

AN ORDINANCE CLOSING OF EASEMENT DESCRIBED AS FOLLOWS:

A strip of land situated in Lot 3 of the FAIRLAND ADDITION to the City of PRYOR CREEK, Mayes County, Oklahoma, and more particularly described as follows, to-wit: The South 10.0 Feet of the North 76.0 Feet of the West 175.0 Feet AND the West 10.0 Feet of the South 62.0 Feet of said Lot 3.

WHEREAS, GRAND LAKE MENTAL HEALTH CENTERS is the owner of certain land located in the FAIRLAND ADDITION to the City of PRYOR CREEK affected by the easement which is the subject of this Ordinance and has made application to the Planning Commission of the City for the closing of said easement, and;

WHEREAS, The Planning Commission of the City has, following public hearing thereon, made a report finding that the easement sought to be vacated has never been utilized by the City, Public or any other entity, franchise holder or others legally entitled to use the said easement and the Planning Commission has made its recommendation to the City Council that the easement be closed.

WHEREAS, the City Council finds that it is in the best interest of the City in the furtherance of economic development in the area of the easement and in accordance with the recommendation of the City Planning Commission that said easement should be closed.

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

SECTION 1. The City Council does, by the adoption of this Ordinance, declare closed that portion of an easement located in the FAIRLAND ADDITION to the City of PRYOR CREEK and being more particularly described as follows, to-wit: **A strip of land situated in Lot 3 of the FAIRLAND ADDITION to the City of PRYOR CREEK, Mayes County, Oklahoma, and more particularly described as follows, to-wit: The South 10.0 Feet of the North 76.0 Feet of the West 175.0 Feet AND the West 10.0 Feet of the South 62.0 Feet of said Lot 3.**

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict here with are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY. If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2015

**CITY OF PRYOR CREEK,
OKLAHOMA**

Jimmy Tramel, Mayor

ATTEST:

Eva Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

K. Ellis Ritchie, City Attorney



City of Pryor Creek

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

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the ____ day of _____, by and between the City of Pryor Creek, Oklahoma and the Pryor Main Street Program.

In consideration of funding provided by the City of Pryor Creek in the amount fifteen thousand dollars and no cents (\$15,000.00), payable as a one-time payment, the Pryor Main Street Program does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2015-2016:

- (1) See attached Contract for Services.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Pryor Main Street Program

Date: _____

Date: _____

Attest: _____
City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT AGREEMENT made and entered into on this ____ day of _____, 2015 between the CITY OF PRYOR CREEK, 12 N. Rowe /P. O. Box 1167 Pryor Creek, Oklahoma 74362, a municipal corporation (hereinafter "City") and PRYOR MAIN STREET (hereinafter "PMS") a 501c 3 not-for-profit corporation whose mailing address is 8 S. Vann /P. O. Box 216 Pryor Creek, Oklahoma 74362, for the purpose of providing services necessary for the effective operation and maintenance of certain municipal properties and facilities located in Pryor Creek "Main Street Corridor".

It is hereby understood and agreed by the parties that the term "Main Street Corridor" as used herein refers to the area defined by the corner of US Hwy 20, thence east along Graham Avenue to Elliott Street and also Northeast or Southeast First Streets from US Hwy 69 going east to Coo-Y-Yah Street per Resolution No. 2012-3.

WITNESSETH:

ARTICLE 1. Agreement. PMS, for and in consideration of the mutual covenants, terms, and agreements herein contained, promises and agrees to perform all services as set forth hereunder.

ARTICLE 2. Services. PMS shall provide all labor, supplies, and such other materials and services which are approved by the Pryor Main Street Board and within the approved budget necessary to perform the following within the main street corridor and such other locations as may be specified:

- A. PMS agrees to, wherever possible, assist with events taking place in the downtown area by providing expertise, volunteer labor, and logistical assistance.
- B. PMS agrees to provide merchant and property services to the designated downtown corridor: interior design assistance, architectural facade design assistance, special events that promote downtown, retail events, merchant training and seminars, technical assistance, web and social media assistance, logo design assistance and to develop new programs that promote, protect and preserve the downtown corridor.
- C. Coordinate user requests of banners with each such request being first submitted to the City's Mayor for review and approval prior to installation.
- D. PMS agrees to devote its best efforts to the economic development, with an emphasis on historic preservation, of the downtown City area. In this regard, PMS understands and agrees that the establishment of objective criteria by which to judge PMS's performance is necessary and an important part of this Agreement. As part of its reports to the City Council and in any event no less than quarterly, PMS shall provide the City Council with the following information related to the downtown City area:
 - a. Number of businesses and any changes in this number since the last report;
 - b. Number of jobs and any changes in this number since the last report;
 - c. Number of building vacancies and any changes in this number since the last report;
 - d. Private investment in buildings and any changes in this number since the last report;
 - e. Promotional activities since the last report;
 - f. Volunteer hours since the last report. Volunteer hours will be recorded and multiplied by the Oklahoma volunteer labor rate;
 - g. Any other relevant data.

ARTICLE 3. Term. This Agreement shall be effective for a term commencing on 7-1-2015 and ending on 6-30-2016

ARTICLE 4. Compensation. In consideration of full performance hereunder, City shall pay PMS a sum of FIFTEEN THOUSAND DOLLARS (\$ 15,000) annually.

ARTICLE 5. Relationship. PMS is an independent contractor retaining sole control of the manner and means of performing this contract and at no time shall it be considered an agent or representative of the City.

ARTICLE 6. Indemnity. PMS agrees to indemnify and hold harmless the City for any pecuniary or tort liability perpetrated as a result of any activity or action on behalf of PMS or any other participants.

ARTICLE 7. Remedies. Upon thirty (30) days written notice, delivered by certified mail or hand delivered, either party may suspend or terminate this agreement in whole or in part, for good cause including, but not limited to, the following:

1. Breach of any covenant, condition, or agreement contained herein.
2. Failure to perform the services set forth under "Services" and requirements thereto.
3. Making unauthorized or improper use of contract funds.
4. Submission of an application, report, or other document pertaining to this contract which contains a misrepresentation of a material nature or is incorrect or incomplete in any material respect.
5. The carrying out of the scope of services or the objectives of this contract is rendered improbable, infeasible, impossible, or illegal.

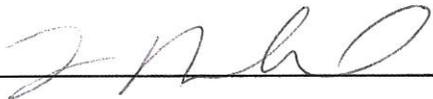
Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension.

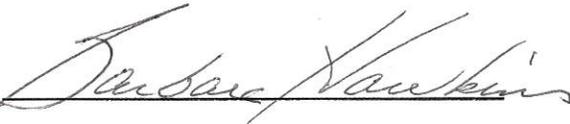
ARTICLE 9. Modification. No change or modification of this agreement shall be effective unless reduced to writing and executed by both parties hereto.

THIS AGREEMENT is made the day and year first written above.

PRYOR MAINSTREET

ATTEST:

By 

By 

President

Vice President

CITY OF PRYOR CREEK

ATTEST:

By _____
Mayor

By _____
City Clerk



City of Pryor Creek

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

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the ____ day of _____, by and between the City of Pryor Creek, Oklahoma and the Senior Citizen Nutrition Center.

In consideration of funding provided by the City of Pryor Creek in the amount of seven thousand five hundred dollars and no cents (\$7500.00), payable as a one-time payment, the Senior Citizens Nutrition Center does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2015-2016:

- (1) Assistance, events and transportation for Sertoma Senior Citizen Center.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Senior Citizens Nutrition Center

Date: _____

Date: _____

Attest: _____
City Clerk

July 8, 2015

Senior Citizens Center of Pryor
P O Box 605
Pryor, OK 74362

Mr. Jimmy Tramel
Mayor
City of Pryor,
Pryor, OK

Dear Mayor,

Re: Agreement for Funding

This letter is to request the annual funding grant for the Senior Citizens Center. We request the annual grant, at the current level of \$7500, be part of the 2015-2016 budget. These funds have been an integral part of our yearly budget and we sincerely appreciate the city's continued support.

Thank you so much for considering our request.

The Senior Citizens Center of Pryor Board,

A handwritten signature in cursive script that reads "Karon Warner". The signature is written in black ink and is positioned above the printed name and title.

Karon Warner
Treasurer



City of Pryor Creek

12 North Rowe - PO Box 1167
Pryor Creek, Ok 74362
Tel 918-825-0888 Fax 918-825-6577
www.pryorcreek.org

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the ____ day of _____, by and between the City of Pryor Creek, Oklahoma and the Sertoma Senior Citizen Center.

In consideration of funding provided by the City of Pryor Creek in the amount of five thousand dollars and no cents (\$5,000.00), payable as a one-time payment, the Sertoma Senior Citizens Center does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2015-2016:

- (1) Assistance, events and transportation for the Sertoma Senior Citizen Center.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Sertoma Senior Citizens Center

Date: _____

Date: _____

Attest: _____

City Clerk

Ronald G. Kolker, CPA

September 14, 2015

Jeffrey D. Kolker, CPA

City of Pryor Creek
12 N Rowe St.
Pryor OK 74361

RE: Sertoma Senior Citizens 15-16 Funding

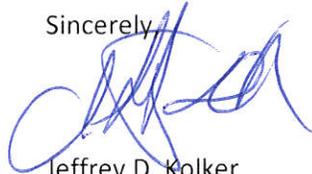
To Whom It May Concern;

This purpose of this letter is to request the funding for the Sertoma Senior Citizens Center of \$5,000 be issued to our organization at your convenience.

The money budgeted for our center will be put to good use in serving the senior citizens of the City of Pryor.

Thank you very much for your continued support of our organization, and we look forward to working with the City our continued quest to serve the seniors of our community.

Sincerely,



Jeffrey D. Kolker
Pryor Creek Sertoma Treasurer



City of Pryor Creek

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

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the ____ day of _____, by and between the City of Pryor Creek, Oklahoma and the Veteran’s Program / American Legion.

In consideration of funding provided by the City of Pryor Creek in the amount of one thousand dollars and no cents (\$1,000.00), payable as a one-time payment, the Veteran’s Program / American Legion does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2015-2016:

- (1) Assistance for Mayes County Veterans.
- (2) Maintenance of Shelter at Pryor Creek Cemetery.
- (3) Verification of Veterans named on benches as well as collection of payment to the City of Pryor Creek for names on benches.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Veteran’s Program / American Legion

Date: _____

Date: _____

Attest: _____

City Clerk



American Legion
Post 182
Pryor OK

To Whom It May Concern:

The American Legion Post 182 requests \$1000.00 from the City of Pryor.
2015/2016 Year

Danny Hauenstein
Commander

A handwritten signature in cursive script that reads "Danny Hauenstein".



City of Pryor Creek

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

AGREEMENT FOR FUNDING AND PROVISION OF SERVICES

This agreement entered on the ____ day of _____, by and between the City of Pryor Creek, Oklahoma and the Disabled American Veteran's Program.

In consideration of funding provided by the City of Pryor Creek in the amount of one thousand dollars and no cents (\$1,000.00), payable as a one-time payment, the Disabled American Veteran's Program does hereby agree to the following benefits/services to the City of Pryor Creek and its citizens for FY 2015-2016:

- (1) Assistance and transportation for Mayes County Disabled American Veterans.

The parties hereto understand and agree that this agreement is for a period of one (1) fiscal year set forth above.

Mayor

Disabled American Veteran's Program

Date: _____

Date: _____

Attest: _____

City Clerk



**Mayes County Chapter 43
P O Box 393
Pryor, Oklahoma 74361
918-824-1599**

September 14, 2015

Dear Mayor, Jimmy Tramel and City Council, Pryor Creek Oklahoma,

DAV (Disabled American Veterans) is the most long-lasting veterans' advocacy and assistance group in this country. We've watched this country change and grow, and we've grown along with it. However, DAV has never wavered in its core mission to fulfill our country's promises to the men and women who served.

We are coming before you asking for a \$1000.00 grant from the City of Pryor Creek, Oklahoma for Mayes County Chapter 43, DAV to help us with continuing support to Disabled Veterans in Pryor Creek and Mayes County. Through our Service Officers helping file for benefits for both the Veteran and spouse. This helps bring income into our community by having more income. We give grants for emergency services or hardship claims. We help supply electric wheelchairs and other medical equipment to disabled Veteran and their spouse. All monies collected by our chapter stays in the Pryor Creek, Mayes County area.

Thank you for your concertation for our Request



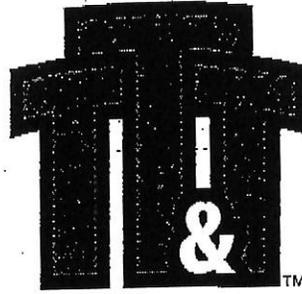
John Barry, Commander



9ft Salt/Sand Spreader to fit inside ¾ ton dump truck bed.

http://www.totaltruckandtrailer.com/truckequipment/detail.cfm?v_id=16





TOTAL TRUCK & TRAILER

www.TotalTruckAndTrailer.com

FAX COVER LETTER

TO: JACK FROM: Chip

FAX: 1-918-824-1293 PAGES: _____

PHONE: _____ DATE: _____

RE: _____ CC: _____

Urgent For Review Please Comment Please Reply

NOTE: THE INFORMATION CONTAINED IN THIS FAX IS CONFIDENTIAL AND IS INTENDED FOR THE PERSON LISTED ABOVE. IF YOU HAVE RECEIVED THIS FAX IN ERROR PLEASE NOTIFY US IMMEDIATELY.

THANK YOU!

TOTAL TRUCK & TRAILER, LLC
 PHONE: (405) 329-3765 • FAX: (405) 329-8588
 MAILING ADDRESS: P.O. Box 720660 • Norman, OK 73070-4500
 PHYSICAL ADDRESS: 4200 S. Harvey Ave. • Newcastle, OK 73065



**TOTAL TRUCK & TRAILER,
LLC**

PO BOX 720660
Norman, OK 73070



Quote

Date	Quote #
9/16/2015	11019

Name / Address

City of Pryor

Rep
RSH

Item	Description	Qty	Rate	Total
TTT	Hi-Way equipment co. v-box spreader model 9 super P with inverted v, and stainless steel construction delivered to Norman, Ok Delivery 3 to 4 weeks If customer is willing to wait till the 1st of December there will be a free set of top screens applied to each unit.	2	7,263.00	14,526.00
			Subtotal	\$14,526.00
			Sales Tax (0.0%)	\$0.00
			Total	\$14,526.00

Grand Truck Equipment Co, LLC

**451527 Sparrow Hawk Circle, Afton, OK 74331 - Fax 918.782.1011
Cell 816.665.3394 - Email pcarrott@gmail.com**

September 20, 2015

TO: Jack
City of Pryor

Fax 918-824-1293

From: Phil Carrott

RE: HENDERSON FSM – Material Spreader

(2) - FSM 9' Stainless Steel Spreader
Inverted "V"
per specifications
FOB: Grove, OK

\$15,200.00

TAXES: Subject to sales tax
TERMS: Pay on Delivery
DELIVERY: February / March 2016

Accepted by:	PO#
--------------	-----

Please fax to Phil Carrott, 918-782-1011
Terms: 50% deposit upon order, balance on delivery

F A X

All Wheel Drive Equipment, Mfg.

2022 East 61st North

Tulsa, OK 74130

(918) 425-5225

Web Site:

www.allwheeldriveequip.com



To: Jack

Fax number: 918-824-1293

From: Zack Guinn

Fax number: (918) 425-7810

Date: 9-22-15

Regarding: Spreader quote

Total Pages Including Cover Sheet:

3

Comments: Lead time 40 days from Swanson

Truck must have existing PTO & Pump

Thank You

**ALL WHEEL DRIVE EQUIPMENT
2022 E. 61st Street North
Tulsa, OK 74130
918-425-5225**

CITY OF PRYOR

Sep. 22, 2015

PH# 918-530-0152
FAX# 918-824-1293

ATTN: JACK

SUBJECT: QTE. #AWD63015 Rev-1 FURNISH AND INSTALL SWENSON
MODEL-MDV SAND SPREADER IN EXISTING DUMP TRUCK .

THANK YOU FOR THE OPPORTUNITY TO QUOTE OUR PRODUCTS AND
SERVICES.

LISTED BELOW IS THE BUILD OF MATERIAL TO BE USED.

- QTY (2) PN: 00002-583-02 9-FT STAINLESS STEEL SWENSON
HYDRAULIC SAND SPREADER.
- HYDRAULIC HOSES, FITTINGS, QUICK DISCONNECTS

TOTAL PRICE (LABOR & MATERIAL) FOB TULSA, OK: **\$24,062.00**

REGARDS,

KENNY GUINN

SPECIFICATION SHEET ATTACHED.

NOTES:

- CONTROLLER NOT AVAILABLE FOR THIS UNIT.
- PTO & PUMP NOT INCLUDED IN PRICE, QUOTE IS TO HOOK
SPREADER TO EXISTING HYDRAULICS ON TRUCK.



Quote

127 Walnut Street * Lindenwood, IL 61049 * Tel: (888) 825-7323

Price Quote Number: Q-008247

Date: 9/22/2015

Prepared By: Joseph Goral

Reference:

Company: ALL WHEEL DRIVE EQUIP MFG

Name: Zack Guinn

Address:

City:

State:

Zip:

Phone:

Fax:

Approval:

Estimated Freight:

Terms:

Delivery:

F.O.B.

Not Included

30 Days

40 Days ARO

Lindenwood, IL

Ref #	Product and Description	Discounted Price	Qty	Extended Price
00002-583-02	MDV944HSS- 9 ft. hydraulic driven spreader, separate motors for conveyor and spinner for independent control of each function, 12 ga. stainless steel hopper sides and ends, 12 ga. stainless steel replaceable bolt-n conveyor floor and chain shields, 4.0 cu.yd.capacity. Requires vehicle mounted hydraulic system. CONTROLS NOT INCLUDED.		2	
Features	<ul style="list-style-type: none"> - Designed to mount in a dump bed or on a flat bed truck using the 15,000-26,000 lbs. rated vehicles to stay below the federal CDL. - 12,500 lbs. tensile strength self-cleaning pintle chain for improved conveyor performance - 45° slope on hopper sides to ensure materials flow to the conveyor - Inverted vee shape located over conveyor chain reduces load and helps prevent tunneling - 24" tall swing up spinner frame positions disc closer to ground reducing amount of material striking other vehicles 	\$0.00	1	\$0.00
Features Cont'd.	<ul style="list-style-type: none"> - Durable 13" poly disc provides improved spread pattern - Two-section hinged top screens prevent larger chunks and debris from entering hopper - 2 adjustable internal spinner baffles adjust spread pattern from left to right - 3 adjustable external spinner baffles restrict size of spread pattern 	\$0.00	1	\$0.00
Total:				

Exceptions / Comments:

No paint on stainless
 No hydraulic controls, fittings or hose included with unit

In Addition to Swenson Spreader, it is the dealer's responsibility to review specifications. Dealer is responsible to ensure that the truck meets all gross vehicle weight requirements. The quoted price includes only what is described above. Swenson Spreader is not responsible for options or equipment either implied or intended. Delivery date subject to change. Please check delivery when placing order. This quote is valid for thirty days from the date above. We request a bid tab to be returned for all quotes.

Quote Reference Number: Q-008247-1



**WORK ORDER FOR PROFESSIONAL SERVICES
CITY OF PRYOR
Project Number PRY-15-05**

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

Project Name: 2015-16 Concrete Street Repair and Improvements

Project Description: The City of Pryor has requested the Engineer to provide design and bidding services for the following street segments. Provide a Technical Memorandum (Engineering Report) identifying each defect in the selected segments, determine the remaining life in each segment as well as the methods and estimated costs for identified repairs. Summarize each segment and priority rank the segments from top detailed plans for the rehabilitation of each segment and assist the Owner in distributing the detailed plans to qualified contractors to construct the actual improvements to the road segments identified.

1. The project shall include the following road segments that are concrete sections:
 - a. Thurman Street
 - b. Lilac Lane
 - c. Mulberry Lane
 - d. Magnolia Street
 - e. Spruce Court
 - f. Lakeview Drive
 - g. Hickory Lane
 - h. Peachtree Lane
 - i. Heather Court
 - j. Larkspur
 - k. Ginger Court
 - l. Hawthorn Court
 - m. Oklahoma Street south of 17th Street
 - n. SE 18th Street
 - o. SE 19th Street
 - p. Service Road in the area of the Mid-America Grill
 - q. Intersection of Bay Oaks and Brookfield Terrace
 - r. Meadowview Circle
 - s. Cherry Point Lane

PROJCT NUMBER PRY 15-05

2. The Engineer shall prepare detailed drawings to indicate the level of repairs, modifications, alterations, or improvements for each segment identified above and outlined in the Technical Memorandum.

Detailed Plans shall consist of but not limited to –

Cover Sheet

Cost and Quantity Summary Sheet(s)

General and Project Specific Notes Sheet(s)

Typical Section Sheets for each type of street

Construction Detail Sheet(s)

Plan and Profile Sheet(s) in sufficient detail to show all work clearly and at a scale not less than 1 inch = 50'

Cross Sections at select locations to designate subsurface improvements, encroachments, or clarify said subsurface work beyond the level presented by the Typical or Details.

3. Provide an engineer estimate based on the above project scope as presented in the detailed plans and specifications.
4. Provide Contract Document and Technical Specifications describing methods and materials of construction to be utilized for the improvements.
5. Review all detailed drawings and contract documents with the Owner prior to final acceptance of the engineering drawings.
6. The Engineer shall assist the Owner in obtaining bids for improvements as shown in the approved detailed engineering drawings and as outlined in the specifications. These services shall include preparation of select contractors with capabilities to conduct the proposed improvements and the submission of an invitation to bid on the improvements. Notify the regional plan review services of the intent to receive bids on the proposed improvements.
7. The Engineer shall provide plans to all qualified general contractors, sub-contractors, suppliers of materials, plan review and inspection services, and to the Owner. The Engineer may elect to collect a fee for providing the detailed plans and contract documents to any entity other than the Owner. The plan fee shall be payment to the Engineer in addition to any fees outlined herein payable to the Engineer from the Owner for Bidding services.
8. The Engineer shall prepare addendum as required during the bidding phase to further clarify or modify the detailed plans. The Engineer shall maintain a list of all parties having received detailed plans and contract documents for bidding purposes.

9. The Engineer shall attend the bid opening and conduct the review of each bid for compliance with the State of Oklahoma and the City of Pryor Creek competitive bidding requirements. The Engineer shall identify the apparent low bidder and collect all bids for further review. The Engineer shall prepare a written recommendation after a thorough review of all documents for each bidder as to the qualifications of the bidder and the recommendation to enter into a binding agreement between the Owner and the general contractor. It is expressly stated that review and recommendations are in no way a guarantee or warranty by the Engineer of the qualifications of the selected general contractor.
10. The Engineer shall complete with original signatures the necessary forms, bonds and contracts within a bound single volume booklet to be provided to each party of the agreement and a copy to the Engineer for our records.
11. The Engineer shall establish, conduct and document a Pre-Construction Conference with the selected contractor to review all aspects of the project, be available for any questions or alternative methods or means requested by the contractor, and outline the contractual provisions of progression of the project through monthly invoicing to the final acceptance of the project.
12. The Engineer shall be available through construction to review shop drawings, review monthly pay requests, answer comments from the contractor and/or the Owner or his representative, provide onsite periodic observations of the progress of the work, conduct preliminary and final inspections with the contractors representative and provide documentation of the work required to be done to facilitate a satisfactory completion of the project.
13. The Engineer shall provide close out documents to the Owner at the completion of the project and make recommendations for final payments to the contractor along with release of claims and the preparation of AS BUILT record drawings.
14. Provide Resident Project Representative Services during Construction.

Detailed site surveys for design are not included in this scope of work. The Engineer can provide those services or the Owner may elect to use a registered surveyor directly. The Engineer shall have access to the files prepared by the surveyor in a format compatible with the Engineers cad drafting system. The format shall be in AutoCAD version 14 or newer.

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

To Prepare the Technical Memorandum, the Engineer is to be paid a lump sum of \$5,000.00.

For performing the services described, the Engineer is to be paid based on a percentage of construction costs as per the standard fee scale as defined in the EJCDEC Agreement. Based on the estimated cost of construction, as established by the City of Pryor Street Personnel, the engineering fee for the project is estimated to be not to exceed amount of \$50,215.00 and the project representative fee is estimated to be TBA.

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

Prepare Technical Memorandum (Engineering Report)	\$ 5,000.00
Preliminary Design, 30% of total engineering fee	\$ 6,565.00
Final Design, 50% of total engineering fee	\$ 16,042.00
Approved Design, 70% of total engineering fee	\$ 11,043.00
Bidding, 80% of total engineering fee	\$ 5,522.00
Construction, 100% of total engineering fee	\$ 11,043.00
Resident Project Representative, during construction	<u>TBA</u>
Total Fees	\$ 55,215.00

APPROVED:
City of Pryor Creek, OK

ACCEPTED:
Infrastructure Solutions Group, LLC

By: _____
Jimmy Tramel
Mayor

By:  _____
Dale Burke, P.E.
President

ATTEST:

ATTEST:

_____ Steve Powell, P.E.
Branch Manager

DATE: _____

JOHN HENZEL TENNIS COURT SYSTEMS

PO Box 60 * Tulsa, OK 74101 * Tulsa 918-Tenniscourt or 918-836-6472

Authorized distributor / applicator * Turn-Key Construction * Post tension specialist * Laser grading & laser screed concrete pouring

Member American Concrete Institute * Member United States Tennis & Track Builder's Association

Member American Society of Civil Engineers * Certified Tennis Court Builder on Staff

HenzelTurf

“Tennis Court Surfacing Compounds Engineered for Our Geographical Region”

City of Pryor

Work to Be Performed at: Whitaker Park

Pryor, OK

Date of Plans: 9/30/2015

(PROPOSAL TENNIS COURT RESURFACING).

JHTCS proposes to furnish labor, material, and equipment to perform the following tennis court resurfacing.

TENNIS COURT SURFACING: FOUR WEST COURTS

See SCOPE OF WORK, attached as exhibit “A”.

Maintenance guarantee, attached as exhibit “B”.

All acrylic binder.

1. Resurface Four West Courts = 24,400.00.
2. Includes any repairs on net posts and repainting net posts and new center straps.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of:

Twenty Four Thousand & Four Hundred 00/100's DOLLARS , (24,400.00).

with payments to be made as follows:

After completion.

Respectfully submitted _____ John Henzel _____

Gen. Liab. & Workers Comp. Insured.

SCOPE OF WORK:

1.0 QUALITY ASSURANCE

- 1.1 All materials and methods shall be in conformance with the latest standards for tennis court construction as prescribed by the American Sports Builders Association.
- 1.2 **The company awarded the bid must have installed tennis court surfaces for a minimum of three years and supply a list of twenty-five installations of the Surfacing system which have required no maintenance and have a Certified Tennis Court Builder on Staff.**
- 1.3 Application of the surface shall be in strict accordance with the printed manufacturer's specifications.
- 1.4 Asphalt or tar in any form will not be permitted in any coating. The binder shall be pure acrylic, containing no vinyls, alkyds, or non acrylic resins. All materials shall be delivered to the site in sealed containers with manufacturer's label affixed.
- 1.5 Proper equipment is essential for homogeneous surfacing compounds & to insure that all fillers are totally encapsulated in mix and to insure that all courts play identical. The contractor shall use equipment specifically designed for tennis court surfacing.

The material shall be applied by experienced workers using adequate & approved equipment. Adequate manpower shall be provided to assure continuous application necessary to accomplish uniform surface.

2.0 SURFACE PREPARATION

- 2.1 Existing unsound tennis court surfacing material shall be totally removed by means of hydro-blasting with a pressure of 5000 PSI. Check for spalling and remove any loose concrete or asphalt. Upon request, notify owner's representative and schedule an inspection to insure that all loose surface and unsound areas have been removed.

3.0 GENERAL REPAIRS

- 3.1 All cracks shall be thoroughly cleaned using a 5000 PSI power washer with a ROTO-JET NOZZLE.
- 3.2 Apply soil sterilant if needed.
- 3.3 Fill all deep structural cracks with Henzel HCM crack filler to $\frac{3}{4}$ the depth of the crack.
- 3.4 Fill top $\frac{1}{4}$ deep structural cracks with 3 component court patch binder mix.
- 3.5 Standard cracks greater than $\frac{1}{4}$ " in width shall be filled with court patch binder mix.

- 3.6 Cracks less than ¼" in width shall be filled with standard acrylic combination crack filler.
- 3.7 Use scarifying machine and pivoting twin head six stone grinder with a minimum of 13 HP engine on irregular transitions on surface.
- 3.8 Patch any loose or chipped areas on playing surface.
- 3.9 Allow all patches to cure for a minimum of 24 hours per ¼" lift.
- 3.10 Neutralize alkalinity in patches with a mild acid etching.
- 3.11 Grind patches smooth with a terrazo grinding machine.

4.0 RESURFACER COAT

- 4.1 Apply one coat acrylic resurfacer over any irregularities as per manufacturer's specifications, allow 24 hours curing before applying color texture coat.

5.0 APPLICATION OF COLOR SYSTEM

- 5.1 Apply two (2) coats of color concentrate as per manufacturer specifications, allow 24 hours curing in between coats
- 5.2 Submit sample of tennis court filler used in the surface and supply MSDS sheets, Filler must be approved by the Surfacing Systems chemist for high purity, gradation, and cut of particles. Angular cut filler will not be allowed.
- 5.3 Mix design may be adjusted for desired playing speed.
Speed shall be (Circle one), SLOW - MEDIUM - FAST

6.0 PLAYING LINES

- 6.1 All measurements shall be made by competent, experienced and fully qualified personnel only.
- 6.2 Lines will be accurately located and marked in accordance with the USTA regulations.
- 6.3 Tape off all lines to be painted.
- 6.4 Apply textured white line paint.
- 6.5 Upon completion of the line markings, we will furnish a letter of accuracy, attesting to the accuracy of the tennis markings and measurements, and shall include the computations.

7.0 CLEAN UP

- 7.1 Upon completion of work, the contractor shall remove all containers and debris and leave the site in a clean and orderly condition.

8.0 GENERAL

- 8.1 The Contractor shall supply the owner with written instructions on the care of this surface and a one year warranty.
- 8.2 The Contractor shall schedule inspections at six month intervals with the Owner to inspect the courts for the duration of the maintenance guarantee.

Surfacing Maintenance Guarantee

John Henzel Tennis Court Systems shall provide a one year guarantee against defects in material or workmanship, save normal wear & tear. Guarantee period shall start from the date of project completion.

The surfacing system shall be compatible with the surface course material and the guarantee shall cover chalking, fading, discoloration, or other adverse effects of ultraviolet rays from the sun, and effects of weather moisture unless caused by inherent defects of the court due to drainage or improper design.

Due to the many cracking conditions such as: vertical or horizontal movements of the pavement resulting from temperature fluctuations and / or earth movements, expansive soils, decaying organic material below the sub-base or improper compaction of sub-base, frost expansion in the granular course beneath the pavement or in the sub-grade, and shrinkage cracks and any other forces acting on the court, cracks may appear, and there is no guarantee of permanent crack resistance.

JOHN HENZEL TENNIS COURT SYSTEMS

PO BOX 60 * Tulsa, OK 74101 * Tulsa (918) 587-1575 * Wichita (316) 264-9955

JOHN HENZEL PARTIAL REFERENCE LISTINGS, IN OKLAHOMA:

BARTLESVILLE HIGH SCHOOL
BROKEN ARROW HIGH SCHOOL
CASE & ASSOCIATES
CEDAR RIDGE COUNTRY CLUB
CATHOLIC DIOSESE OF OKLAHOMA
CHOUTEAU PUBLIC SCHOOLS
CITY OF BARTLESVILLE
CITY OF BIXBY
CITY OF BRISTOW
CITY OF CLAREMORE
CITY OF NOWATA
CITY OF NORMAN
CITY OF OKLAHOMA CITY
CITY OF OKLMULGEE
CITY OF PONCA CITY
CITY OF PRAGUE
CITY OF PRYOR
CITY OF SAND SPRINGS
CITY OF SKIATOOK
CITY OF SNYDER
CITY OF STROUD
CITY OF TULSA
CITY OF WAGONER
CUSHING COUNTRY CLUB
FLINTCO CONSTRUCTION
HILLCREST COUNTRY CLUB
HOLLAND HALL SCHOOLS
INDIAN SPRINGS COUNTRY CLUB
JENKS PUBLIC SCHOOLS
JEWISH FEDERATION SPORTS COMPLEX
JOHN STARKS, NBA
LAFORTUNE TENNIS COMPLEX
MANHATTON CONSTRUCTION
OAKTREE COUNTRY CLUB
OAKWOOD COUNTRY CLUB
OKLAHOMA BAPTIST UNIVERSITY
OKLAHOMA CITY UNIVERSITY
OKLAHOMA STATE UNIVERSITY
OWASSO PUBLIC SCHOOLS
PONCA CITY COUNTRY CLUB
PHILCREST HILLS TENNIS CLUB
ROSE STATE COLLEGE
SAND SPRINGS SCHOOLS
SHAWNEE COUNTRY CLUB
SHADOW MOUNTAIN RAQUET CLUB
SKIATOOK HIGH SCHOOL
SOUTHERN HILLS COUNTRY CLUB
STILLWATER COUNTRY CLUB
TULSA BOYS HOME
TULSA COUNTRY CLUB
TULSA COUNTY PARK DEPARTMENT
TULSA PARK DEPARTMENT
TULSA PUBLIC SCHOOLS
TULSA SOUTHERN TENNIS CLUB
TULSA TENNIS CLUB
UNION PUBLIC SCHOOLS
UNIVERSITY OF ARTS & SCIENCE OF OKLAHOMA
UNIVERSITY OF TULSA

City of Pryor Creek

P.O. BOX 1167
12 North Rowe
Pryor Creek, Oklahoma 74362
918-825-0888 · FAX 918-825-6577

The City of Pryor – Parks Dept is now taking bids for a compact utility tractor. We are requesting the following specs:

- New, not used
- Diesel engine – 35 to 40 hp
- 30 to 35 pto hp
- Hydrostatic trans
- Front and rear quick connects
- Rear wheel weights
- Fully plumbed to accept all attachments
- 4 wheel drive
- Deluxe seat
- Front loader bucket
- Safety rops
- All operator and technical manuals
- Warranty

Bids must be turned in by Sept 30th

Contact Name: Frank Powell
Contact Number: 918-373-1584





Quote Summary

Prepared For:
Pryor City Of
Po Box 1167
Pryor, OK 74362
Business: 918-825-1893

Prepared By:
Justin Marshall
P & K Equipment, Inc.
4385 W. 520
Pryor, OK 74361
Phone: 918-824-8541
jmarshall@pkequipment.com

Quote Id: 11980554
Created On: 20 August 2015
Last Modified On: 30 September 2015
Expiration Date: 10 September 2015

Equipment Summary	Selling Price	Qty	Extended
2015 JOHN DEERE 3038E Compact Utility Tractor(30 PTO hp) - 1LV3038EJFH715525	\$ 16,854.00 X	1 =	\$ 16,854.00
2015 JOHN DEERE D160 Loader - 1P0D160XJFX015396	\$ 3,499.00 X	1 =	\$ 3,499.00
Equipment Total			\$ 20,353.00

Quote Summary	
Equipment Total	\$ 20,353.00
SubTotal	\$ 20,353.00
Total	\$ 20,353.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 20,353.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 11980554

Customer: PRYOR CITY OF

2015 JOHN DEERE 3038E Compact Utility Tractor(30 PTO hp) - 1LV3038EJFH715525

Hours: 0

Stock Number: 221950

				Selling Price
				\$ 16,854.00
Code	Description	Qty	Unit	Extended
1484LV	3038E TRACTOR	1	\$ 20,669.00	\$ 20,669.00
Standard Options - Per Unit				
1484LV0409	ENGLISH OM & MAINT	1	\$ 0.00	\$ 0.00
1484LV3010	SIDE EXH	1	\$ 0.00	\$ 0.00
1484LV5210	15-19.5 REAR R4 INDUSTRIAL	1	\$ 148.00	\$ 148.00
1484LV6210	25X8.50-14 4PR FRONT R4 IND	1	\$ 55.00	\$ 55.00
1484LV9500	LOADER	1	\$ 200.00	\$ 200.00
Standard Options Total				\$ 403.00
Dealer Attachments				
LVB25811	Rear Drawbar Kit	1	\$ 134.43	\$ 134.43
LVB25976	iMatch Quick Hitch Category 1 with adjustable top hook	1	\$ 361.08	\$ 361.08
BLV10461	Rear Hydraulic Kit	1	\$ 896.58	\$ 896.58
BM17968	Rear Wheel Weight, 48.5 Lb.	4	\$ 142.21	\$ 568.84
TM	TECH MANUAL	1	\$ 140.00	\$ 140.00
Dealer Attachments Total				\$ 2,100.93
Other Charges				
	Freight	1	\$ 406.25	\$ 406.25
	Setup	1	\$ 500.00	\$ 500.00
Other Charges Total				\$ 906.25
Suggested Price				\$ 24,079.18
Customer Discounts				
Customer Discounts Total			\$ -7,225.18	\$ -7,225.18
Total Selling Price				\$ 16,854.00

Original Factory Build Codes

Code	Description
0409	ENGLISH OM & MAINT
3010	SIDE EXH
5210	15-19.5 REAR R4 INDUSTRIAL
6210	25X8.50-14 4PR FRONT R4 IND
9500	LOADER

2015 JOHN DEERE D160 Loader - 1P0D160XJFX015396



JOHN DEERE

Selling Equipment



Quote Id: 11980554

Customer: PRYOR CITY OF

Hours: 0

Stock Number: 228158

				Selling Price
				\$ 3,499.00
Code	Description	Qty	Unit	Extended
1460P	D160 NSL LOADER	1	\$ 4,288.00	\$ 4,288.00
Standard Options - Per Unit				
1460P1000	MOUNTING FRAME	1	\$ 0.00	\$ 0.00
1460P2000	SINGLE LEVER CONT 2 FN	1	\$ 0.00	\$ 0.00
1460P4095	LESS BALLAST BOX	1	\$ 0.00	\$ 0.00
1460P5000	HOOD GUARD	1	\$ 0.00	\$ 0.00
1460P8122	1550MM BUCKET W/ HOLES	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Suggested Price				\$ 4,288.00
Customer Discounts				
Customer Discounts Total			\$ -789.00	\$ -789.00
Total Selling Price				\$ 3,499.00

Original Factory Build Codes

Code	Description
1000	MOUNTING FRAME
2000	SINGLE LEVER CONT 2 FN
4095	LESS BALLAST BOX
5000	HOOD GUARD
8122	1550MM BUCKET W/ HOLES

- A. GENERAL PROVISIONS** – The warranties described below are provided by Deere & Company (“John Deere”) to the original purchasers of new Turf & Utility Equipment (“Equipment”) from John Deere or authorized John Deere dealers. Under these warranties, John Deere will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center authorized by John Deere to sell and/or service the type of Equipment involved, which will use only new or remanufactured parts or components furnished by John Deere. Warranty service will be performed without charge to the purchaser for parts or labor. The purchaser will be responsible, however, for any service call and/or transportation of product to and from the dealer’s or service center’s place of business, for any premium charged for overtime labor requested by the purchaser, and for any service and/or maintenance not directly related to any defect covered under the warranties below. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the transfer.
- B. WHAT IS WARRANTED** – All parts of any new John Deere Equipment, except tires and batteries (which are warranted under separate documents provided with each product), are warranted for the number of months or operating hours specified below. Warranty statements required by law covering engine emission-related parts and components, which shall not be less than the engine warranty, are found in the Operator’s Manual delivered with the Equipment. **Included In Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, emissions control components and all parts contained therein. **Powertrain:** hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders).
- C. WHAT IS NOT WARRANTED – JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING:** (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, or accident; (4) The Utility Vehicle if used for racing or any other competitive activity; (5) Normal maintenance parts and service; (6) Walk Behind Snowthrowers, and Golf Equipment are warranted under separate warranties.
- D. SECURING WARRANTY SERVICE** – To secure warranty service, the purchaser must (1) Report the product defect to an authorized dealer and request repair within the applicable warranty term, (2) Present evidence of the warranty start date, and (3) Make the Equipment available to an authorized dealer or service center within a reasonable period of time.
- E. LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES – TURF & UTILITY EQUIPMENT** – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations or promises as to the quality, performance or freedom from defect of the Turf & Utility Equipment covered by this warranty. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER’S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON THE JOHN DEERE TURF & UTILITY EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- F. NO DEALER WARRANTY** – The selling dealer makes no warranty of its own and the dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.

If further information is desired, contact your selling dealer.

TURF & UTILITY EQUIPMENT	WARRANTY TERM *
1) Z200 Series and Z425 EZtrak™ Mowers, and D100 Series Tractors **	24 Months or 120 Hours, Whichever Comes First
2) S200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers (Except Z425)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z600 Series Residential EZtrak™ Mowers **	48 Months or 500 Hours, Whichever Comes First
5) X700™ Series Tractors **	48 Months or 700 Hours, Whichever Comes First
6) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential - Personal Use 90 Days in Any Other Application
7) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), QuikTrak™ Mowers, Commercial Walk Behind Mowers (32" or larger), and 7-IRON™ Mower Decks	24 Months
8) Z900B Series and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First First 24 Months, No Hour Limitation
9) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First First 24 Months, No Hour Limitation
10) Compact Utility Tractors	24 months or 2000 hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 months or 2000 hours, Whichever Comes First
11) GATOR™ Utility Vehicles (except CX)	12 Months or 1000 Hours, Whichever Comes First
12) Implements; Attachments sold separately and attachments used on equipment listed in 7 through 11	12 Months
13) CX GATOR™**, All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use 12 Months in Any Other Application

* Each Warranty Term begins on the date of product delivery to the purchaser.

** Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment’s warranty terms. Attachments purchased separately will be covered by the attachment warranty (in line 12).

**John Deere, California and U.S. EPA
Emission Control System Warranty
(Non-Road Diesel)**

Your Warranty Rights and Obligations:

The California Air Resources Board (CARB), the United States Environmental Protection Agency (EPA) and John Deere are pleased to explain the **emission control system warranty** on your 2013, 2014, or 2015 model year industrial compression-ignition engine. California-certified, new off-road compression-ignition engines must be designed, built and equipped to meet the State's stringent anti-smog standards. In the remaining forty nine (49) states, new non-road compression-ignition engines must be designed, built and equipped to meet the United States EPA emissions standards. John Deere must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine.

Your emission control system may include parts such as the fuel injection system, the air induction system, the electronic control system, EGR (exhaust gas recirculation) system and the diesel particulate filter system. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, John Deere will repair your off-road compression-ignition engine at no charge to you including diagnosis, parts and labor.

Manufacturer's Warranty Period:

2013, 2014, or 2015 model year off-road compression-ignition engines are warranted for the periods listed below. If any emission-related part on your engine is found to be defective during the applicable warranty period, the part will be repaired or replaced by John Deere.

If your engine is certified as	And its maximum power is	And its rated speed is	Then its warranty period is
Variable speed or constant speed	kW <19	Any speed	1,500 hours or two (2) years whichever comes first. In the absence of a device to measure the hours of use, the engine has a warranty period of two (2) years.
Constant speed	19 ≤ kW <37	3000 rpm or higher	1,500 hours or two (2) years whichever comes first. In the absence of a device to measure the hours of use, the engine has a warranty period of two (2) years.
Constant speed	19 ≤ kW <37	Less than 3,000 rpm	3,000 hours or five (5) years whichever comes first. In the absence of a device to measure the hours of use, the engine has a warranty period of five (5) years.
Variable speed	19 ≤ kW <37	Any speed	3,000 hours or five (5) years whichever comes first. In the absence of a device to measure the hours of use, the engine has a warranty period of five (5) years.
Variable speed or constant speed	kW ≥ 37	Any speed	3,000 hours or five (5) years whichever comes first. In the absence of a device to measure the hours of use, the engine has a warranty period of five (5) years.

Warranty Coverage:

This warranty is transferable to each subsequent purchaser for the duration of the warranty period. Repair or replacement of any warranted part will be performed at an authorized John Deere service provider.

Warranted parts not scheduled for replacement as required maintenance in the owner's manual shall be warranted for the warranty period. Warranted parts scheduled for replacement as required maintenance in the owner's manual are warranted for the period of time prior to the first scheduled replacement. Any warranted parts scheduled for replacement as required maintenance that are repaired or replaced under warranty shall be warranted for the remaining period of time prior to the first scheduled replacement. Any part not scheduled for replacement that is repaired or replaced under warranty shall be warranted for the remaining warranty period.

During the warranty period, John Deere is liable for damages to other engine components caused by the failure of any warranted part during the warranty period.

Any replacement part which is functionally identical to the original equipment part in all respects may be used in the maintenance or repair of your engine, and shall not reduce John Deere's warranty obligations. Add-on or modified parts that are not exempted may not be used. The use of any non-exempted add-on or modified parts shall be grounds for disallowing a warranty.

Warranted Parts:

This warranty covers engine components that are a part of the emission control system of the engine as delivered by John Deere to the original retail purchaser. Such components may include the following:

- (A) Fuel injection system (including Altitude compensation system)
- (B) Cold start enrichment system
- (C) Intake manifold and Air intake throttle valve
- (D) Turbocharger systems
- (E) Exhaust manifold

US / Canada

Sales Manual



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Printer-Friendly Version **Export to Excel** **Change Display Options**

Manufacturer	John Deere
MODEL	John Deere 3038E (2015)
Engine	
Family	FYDXL1.57TDA or EYDXL1.57TDA
Manufacturer	Yanmar
Engine model	3TNV86CT-NJT
Engine power (gross)	27.4 kW 37.3 hp
Power take-off (PTO) power	22.4 kW 30 hp
Rated engine speed	2500 rpm
Type	Diesel
Injection pump type	High pressure common rail direct injection
Aspiration	Turbocharged
Emissions compliance	Final Tier 4
Cylinders/displacement	3 / 1.57 L 3 / 95.7 cu in.
Number of cylinders	Three
Cylinder liners	Cast-in-block
Bore and stroke	86 x 90 mm 3.4 x 3.54 in.
Compression ratio	19.1:1
Lubrication	Pressurized
Cooling system	Water Pump
Air cleaner	Dual element
Engine torque at rated speed	105 Nm 77.4 lb-ft
Fuel tank capacity	23.5 L 6.2 gal.
Electrical	
Battery size	500 CCA
Alternator (12-V)	75 amp
Starter size	1.4 kW 1.9 hp
Fuel system	
Type	High pressure common rail direct injection
Fuel consumption	---
*Fuel consumption rate should be used for comparison purposes only	---
Transmission	
Standard transmission; forward/reverse	Hydrostatic transmission (HST)
Optional transmission; forward/reverse	---
Left-hand reverser	No
Transmission gear ranges	---
Final drive	Bull Gear
Brakes	Wet disc
Steering	Power steering
Clutch, wet/dry	---
Clutch disk diameter wet clutch	---
Axle capacity	---
Front	798 kg 1760 lb

Rear	1197 kg 2460 lb
Creeper	---
Cruise control	Optional
Differential lock	Yes
Maximum loads drawbar	---
Vertical	---
Hydraulics	
Type	Open center
Pump rated output	35.2 L/min 9.3 gpm
Steering	15.0 L/min 4.0 gpm
Implement	20.2 L/min 5.3 gpm
Pump type	Dual gear
Maximum operating pressure	172.4 bar 2500 psi
Draft control sensing	Position control
Remote control valves available	Up to two (optional)
3-point hitch	
Category	Category 1
Lift capacity, 24-in. behind link arms	615.1 kg 1356 lb
Lift capacity at lift link ends	---
Power take-off (PTO)	
Standard	Rear - 540 rpm
Optional	---
Control	Independent
Clutch	Multi disc, wet
Brake (for mid and rear PTO)	Multiple wet disc
Engagement method	---
Fluid capacities	
Crankcase with filter	4.5 L 4.8 qt
Transmission and hydraulic system	21.0 L 5.5 U.S. gal.
Final drive	
Type	Bull Gear
Differential lock	Yes
Operator station	
Rollover protective structure	ASAE S478
Type	Rigid
Platform - flat/straddle	Semi-flat
Gear shift location - console/floor	Left-hand side
Cab	
Compliance	---
Visibility	---
Air conditioning, temperature differential	---
Doors	---
Noise rating	---
Seat equipment	---
Dimensions	
Wheelbase	152.4 cm 60 in.
Front axle clearance	33 cm 13 in.
Turning radius with brakes	2.8 m 9.2 ft
Turning radius without brakes	---
Limited slip differential	---
Approximate shipping weight (open-station; cab)	1007.9 kg 2222 lb
Tires	
Front	Farm - 7-14 Turf - 27x8.5-15 R4 - 25x8.5-14

Rear	Farm - 11.2-24 Turf - 41x14-20 R4 - 15-19.5
Front tread range	---
Rear tread spacing	---
Miscellaneous	
Toolbox	---
Tilt steering wheel	---
12-V Outlet	---
Date collected	---

Product features are based on published information at the time of publication and are subject to change without notice. All trademarked terms, including John Deere, the leaping deer symbol and the colors green and yellow used herein are the property of Deere & Company, unless otherwise noted. Availability of products, product features, and other content on this site may vary by model and geographic region.

Engine horsepower and torque information for non-Deere engines are provided by the engine manufacturer for comparison purposes only. Actual operating horsepower and torque will be less. Refer to the engine manufacturer's Web site for additional information.

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Kubota Center Pryor
 4601 S Mill Street
 Pryor Creek, OK 74361
 918-825-3445
 Fax: 918-342-6989
 www.kubotacenter.com

Springdale, AR 479-361-2518
 Berryville, AR 870-423-5909
 Bartlesville, OK 918-331-9100
 East Tulsa, OK 918-437-4455
 Grove, OK 918-791-9070
 Harrison, AR 870-743-8030
 West Tulsa, OK 918-224-1565

Ship To: SAME AS BELOW

Invoice To: CITY OF PRYOR CREEK
 P.O. BOX 1167
 PRYOR, OK
 PRYOR OK 74362

Branch 07 - PRYOR		
Date 09/29/2015	Time 9:40:10 (O)	Page 1
Account No PRYOR001	Phone No 9188254177	Est No 01 Q00057
Ship Via	Purchase Order	
Tax ID No		
CLINT CUNNINGHAM		Salesperson CC

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 10/29/2015 Amount

L3901HST W/LOADER, INCLUDES SINGLE REAR HYD. REMOTE, FLUID
 IN REAR TIRES FOR ADDED WEIGHT, QH15 REAR QUICK HITCH,
 OPERATORS AND SERVICE MANUALS...FULL OF FUEL READY FOR
 WORK!

Stock #: 010155 Serial #: 61946 16300.00
 New KU L3901HST
 New KUBOTA L3901HST TRACTOR

Sale # 01 Subtotal: 16300.00
 TOTAL: 16300.00

Stock #: 010156 Serial #: R5657 4000.00
 New KU LA525
 New KUBOTA LA525 LOADER

Sale # 02 Subtotal: 4000.00
 TOTAL: 4000.00

Miscellaneous Charges/Credits

SERVICE & HANDLING FEE Qty: 1 Price: 89.00 89.00

Miscellaneous Charges/Credits Total: 89.00

Subtotal: 20389.00
 Quote Total: 20389.00

Authorization: _____

Thank You for your business!

9-23-15

Chupp Implement Co.
918-825-2044Salesman: - Ken Froese - phone - ^{cell} 918-260-6294This tractor has a metal Hood + metal fendersNew - New Holland, 4x4 Workmaster 40
w/40 engine hp. + 33.4 pto hp.

Hydrostatic Trans.

Safty ROPS

Deluxe Seat

Rear Quick Connect for 3pt.
1 set of Rear SCVsNew New Holland 110TL Loader
w/ skid steer quick connect

+ 68" bucket. + joystick Control

+

With operator manual + technical manual

+

2yr Bumper to Bumper Warranty

+ additional

3yr Drive train Warranty

#21,163.¹⁰



PUSH·PEDAL·PULL

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ATTN: MANAGER (918) 493-5977

9934 S. Riverside Pkwy

Tulsa OK 74137

Cell / Text: (918) 557-0041

rschoolfield@pushpedalpull.com

Purchase Recommendation

Prepared by: Ryan Schoolfield

Quote Date	Quote #
9/28/2015	11156

Billing Address	Shipping Address
PRYOR CREEK REC CENTER ATT: ACCOUNTS PAYABLE 1111 SOUTHEAST 9TH ST Pryor OK 74361	PRYOR CREEK REC CENTER ATT: Laura Holloway 1111 SOUTHEAST 9TH ST Pryor OK 74361

Account No.	Customer Email
190012193 PRYOR CREEK REC CENTER	hollowayl@pryorok.org

Item #	MFR	MODEL	Description	Qty	MSRP	Price	Extended
76176	Core Health ...	150015+050-003...	GAUNTLET D-1 CONSOLE BACKLIT	1	6,299.00	4,143.42	4,143.42
9977		DEL	DELIVERY/INSTALLATION	1		175.00	175.00
9901		FC	FREIGHT COMMERCIAL	1		207.00	207.00

Standard Terms and Conditions: 1) 50% deposit and approve P.O. with order. Balance due upon delivery. Send Payment To: 2306 W 41st Street Sioux Falls, SD 57105 2) All unit prices are F.O.B. destination. 3) Prices are subject to change 30 days after the quote date. 4) There will be a 2% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts. 5) The above quotation is computed to be performed during regular business hours. Any special request by the buyer necessary to complete work will be paid by the buyer 6) Clerical errors are subject to correction. 7) Buyer agrees to promptly file claim for all goods damaged in transit. 8) There will be a 20% restocking fee on merchandise ordered but not accepted. Delivery, Set-Up, and Freight will not be refunded. 9) A Preventative Maintenance Agreement is available for all equipment. 10) Equipment lease is available with approved credit.	Subtotal \$:	4,525.42
	Sales Tax \$:	0.00
	Total \$:	4,525.42
Acceptance of Proposal: These prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed with full understanding of the payment terms.		

Date:	Authorized Signature:
-------	-----------------------

P.O. Number:	Print Signature:
--------------	------------------

QUOTE

ALL AMERICAN FITNESS

Nathan Meyer
 2724 S Alpine Avenue
 Sioux Falls, SD 57110
 P: 605-759-4803
 F: 605-370-5576
nmeyer@aafit.net



TO Pryor Creek Rec Center
 Laura Holloway
 1111 Southeast 9th St
 Pryor OK 74361

SALESPERSON	DATE	SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS	LEAD TIME
NM	3/7/2014	Freight	Delivery & Install	NET 30	6 weeks

QTY	ITEM #	DESCRIPTION	Extended Price	TOTAL
1.00	GAUNTLET D-1	Stairmaster Gauntlet w/ D-1 Console	\$ 4,999.00	\$ 4,999.00
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
1.00	Freight	Commercial Freight	\$ 349.00	349.00
1.00	Install	Delivery Install	\$ 249.00	249.00
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-
			\$ -	-

Quotation prepared by: Nathan Meyer _____

This is a quotation on the goods named, subject to the conditions noted below:
 (Describe any conditions pertaining to these prices and any additional terms of the agreement.
 You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

SUBTOTAL	\$ 5,597.00
SALES TAX	-
TOTAL	\$ 5,597.00

THANK YOU FOR YOUR BUSINESS!

This job is located in the **Pryor Creek Recreation Center**.

Essential job functions include: administering the Pryor Creek Recreation center's programs or activities to ensure compliance with departmental policy and supervising the center staff. The worker has frequent contact with civic groups, school leaders and social organizations to develop and organize community participation in the center. The individual in this position may have daily contact with all age groups, from pre-school to senior citizens, and is responsible for the implementation of Recreation Center programs which ranges from budget, seminars to various recreational activities. A close working relationship is established between the employee, the center's staff and participants, to develop and carry out programs specifically oriented to community needs and desires.

Job Requirements

- Skill in soliciting parental assistance in disciplinary matters.
- Skill in instructing in proper use of facilities and equipment.
- Skill in supervising.
- Skill in determining solutions to problems in recreation center.
- Skill in identifying safety hazards.
- Skill in identifying abusive and/or improper use of equipment/facilities.
- Skill in instructing in special activities, i.e., arts/crafts, and recreation center activities.
- Skill in communicating verbally and in writing using tact and diplomacy.
- Skill in planning schedules and work activities.
- Possession of a valid Oklahoma State Driver License.
- Certified Pool Operator at time of hire or within first six (6) months of hire date

DEPARTMENTAL PREFERENCES

- Bachelor's degree in Recreation or related field.
- Experience developing and implementing after school programs.
- Previous experience supervising staff.
- Prior work experience in a community center environment.
- Previous experience working with the public or providing customer service.

Working Conditions and Physical Requirements

WORKING CONDITIONS

- Primarily inside in a climate controlled environment
- Must be willing to work flexible working hours including weekends and holidays.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF PRYOR CREEK, OKLAHOMA

AND

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

Effective

JULY 1, 2015 through JUNE 30, 2016

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ARTICLE 1
COLLECTIVE BARGAINING AGREEMENT

This agreement made and entered into this, ____ day of _____, 2015 by and between the City of Pryor Creek, Oklahoma, hereinafter referred as “City” and Local 3567 of the International Association of Firefighters, AFL-CIO/CLC, hereinafter referred to as “Local”.

This collective bargaining agreement is made pursuant to Title 11 O.S.A. Section 51-105 et. seq. and is made to:

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

ARTICLE 2
RECOGNITION

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

ARTICLE 3
DURATION OF AGREEMENT

Section 1.

This agreement shall be effective as of **July 1, 2015**, and shall remain in full force and effect through **June 30, 2016**.

Section 2.

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

Section 3.

Whenever wages, rates of pay or other matters requiring the appropriation of monies by the City are included as matters of collective bargaining, written notice

of request for collective bargaining shall be given by either party at least one hundred twenty (120) days before the last day on which monies can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

Section 4.

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

Section 5.

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

ARTICLE 4
PREVAILING RIGHTS

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

ARTICLE 5
NON-DISCRIMINATION

Section 1.

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

Department of Labor regulation promulgated hereunder, and any other applicable laws, rules, regulations, standards and orders.

Section 2.

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

ARTICLE 6
PROHIBITION OF STRIKES

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 7
ADMINISTRATIVE RIGHTS

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

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. The Local or any employee covered under this Agreement may file a

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

Section 2. The Local President or his authorized representative may report an impending grievance to the Fire Chief or his designee in an effort to forestall its occurrence.

Section 3. Any controversy between the City and the Local or employee concerning the interpretation, enforcement or application of any provision of this Agreement concerning any of the terms or conditions of employment contained in this Agreement shall be adjusted in the following manner:

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

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

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

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

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

Section 4.

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

ARTICLE 9
PERSONNEL REDUCTION

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 10
INSURANCE

Section 1. Purpose.

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

Section 2. Employer Contributions to Insurance Fund.

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

- a. For Employee Coverage: 100% of the employee's actual cost of coverage for health, dental, vision and life insurance up to a maximum of \$635.00.
- b. For Employee and Family Coverage: ~~A total amount not to exceed One Thousand Five Hundred Dollars and No/100 (\$1,500.00) for the cost of coverage of the employee for health, dental and life, together with dependent cost of coverage for health insurance only.~~
 - (1) 100% of the Employee portion of the premium for coverage of the employee for health, dental, vision and life insurance, and
 - (2) 100% of the Dependent(s) portion of the premium for coverage of the dependent(s) for health, dental, vision and life insurance.

The maximum contribution of the City to the payment of premium for "Employee and Family" insurance coverage shall be One Thousand Five Hundred Dollars and No/100 (\$1,500.00). Currently the maximum monthly contribution to be made by the city towards the payment of health insurance premiums for other city employees is \$1,500. In the event that the city increases maximum monthly contribution to be made by the city towards the payment of health insurance premiums for other city employees, then the maximum contribution of the City to the payment of premiums for coverage under this provision shall be increased in the same amount as the increase allowed for other City employees.

~~The foregoing contribution amount to be made by the City under paragraph "b" of this section "2" is the maximum amount to be contributed by the City. In the event the premiums incurred for "Employee and Family Coverage" are less than the maximum amount stated herein to be contributed by the City, then the actual premium incurred for the coverage shall be the amount to be contributed by the City. In the event the premium incurred is greater than the maximum amount stated herein to be contributed by the City, then any excess in actual premium shall be at the sole cost and expense of the employee.~~

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

group Health Insurance Plan.

~~For the months of July and August of 2014 only, the City shall contribute a maximum of \$1,588.75 toward payment of "Employee and Family Coverage" or the actual cost whichever is less.~~

Section 3. Liability for Benefits.

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

Section 5. Selection of Insurance Provider.

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

Section 6. Indemnification.

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

Section 7. Employee Authorization/Provision of Documents.

The Local shall:

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

ARTICLE 11
REPLACEMENT OF DAMAGED ITEMS

Section 1.

The City agrees to compensate the employee for damage to or loss of personal items, including but not limited to clothing and uniforms, eyeglasses or contact lenses, dentures, cell phones or watches (watches or cell phones limited to \$85.00), that may become damaged or lost during the employee's performance of

assigned duties.

Section 2.

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

ARTICLE 12
SUCCESSORS AND ASSIGNS

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

ARTICLE 13
PERSONNEL FILES CONFIDENTIALITY

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 14
HOLIDAYS/VACATION/LEAVES

Section 1.

Employees shall be granted holiday time off work based upon the number of scheduled holidays to be observed during the calendar year as established by the city each year. For the contract year twelve (12) holidays are scheduled for the city. Each employee's scheduled time off work in observance of a holiday shall be scheduled subject to the approval of the Fire Chief or Assistant Chief.

Section 2.

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

Section 3.

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

Section 4.

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

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

A. Beginning on your first anniversary date of full time employment

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

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

H. Vacation leave may not be carried over from year to year.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

ARTICLE 15

PERSONNEL RULES AND REGULATIONS

~~Pursuant to OKLA. STAT. Title. 11 § 51-111 the parties acknowledge and agree that the applicable rules, policies and procedures, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the fire department and City of Pryor Creek currently in effect on the signed date of this agreement are incorporated into this~~

~~agreement except as expressly modified or changed by the specific terms of this agreement.~~

ARTICLE 1615 **HOURS AND TIME EXCHANGE**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 28.

Time of shift change will be 0800 hours.

Section 39.

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

Section 410.

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

ARTICLE 1716
BARGAINING UNIT RIGHTS AND SECURITY

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

ARTICLE 1817
INCENTIVE PAY

Section 1.

Those employees of the Local who have completed the requirements for and who are currently certified pump mechanics shall receive an incentive pay of Fifty Dollars (\$50.00) per month.

Section 2.

Those employees of the Local who have completed the requirements for and who are currently certified ropes 1 shall receive an incentive pay of Fifty Dollars (\$50.00) per month.

Section 3.

Those employees of the Local who have completed the requirements for and who are currently certified swift water rescue shall receive an incentive pay of Fifty Dollars (\$50.00) per month.

Section 4.

Those employees of the Local who have completed the requirements for and who are currently certified as Hazmat Ops shall receive an incentive pay of Fifty Dollars (\$50.00) per month.

Section 5.

Those employees of the Local who have completed the requirements for and who are currently certified as Fire Fighter 2 shall receive an incentive pay of Fifty Dollars (\$50.00) per month.

Section 6.

Those employees of the Local who have completed the requirements for and who are currently certified as Confined Spaces shall receive an incentive pay of Fifty Dollars (\$50.00) per month.

Section 7.

Those employees of the Local who have completed the requirements for and who are currently certified as an EMT shall receive an incentive pay of Seventy-Five Dollars (\$75.00) per month.

Section 8.

No employee of the Local shall receive more than four (4) incentives pursuant to this article. Incentive pay is effective upon contract date.

Section 9

All employees are responsible for ensuring that all requirements are current. A copy of current requirements is to be placed in employee personnel file.

ARTICLE 1918
WAGES AND LONGEVITY PAY

Section 1.

For the fiscal year July 1, **2015**, through June 30, **2016**, all members will be placed as according to revised pay plan attached hereto. (Exhibit A)

Section 2. Longevity Pay.

Effective July 1, **2014** each employee covered by the terms of this agreement,

beginning upon successful completion of five (5) years of continuous and uninterrupted employment as a unit member of the City of Pryor Creek Fire Department, shall receive monthly longevity compensation in the amount of \$2.50 per month for each year of continuous service. All bargaining unit members, beginning upon successful completion of ten (10) years of continuous and uninterrupted employment of the City of Pryor Creek Fire Department, shall receive compensation in the amount of **\$5.00** per month for each year of continuous service. Longevity rates are set forth on Appendix B, and to be paid bi-weekly. Longevity pay is subject to Federal, State, and FICA taxes.

Section 3. Extended Leave/Differential Pay:

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

ARTICLE ~~2019~~
SAVINGS CLAUSE

Section 1.

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

Section 2.

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

ARTICLE ~~2120~~
MISCELLANEOUS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

The City agrees to contribute up to \$350.00 annually per member towards the purchase of boots or equipment. Equipment to be purchased must be approved by the Fire Chief or Assistant Fire Chief prior to purchasing and subject to approval by Mayor. All approved purchases will be processed thru City Clerk's Office.

ARTICLE 2221
DRUG POLICY

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

ARTICLE 2322
PERFORMANCE APPRAISAL

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

New hired members shall be furnished the following items: See attached List Exhibit C.

Section 5.

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

ARTICLE 2423

EDUCATION INCENTIVE

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

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

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

THIS AGREEMENT is executed, on the ____ day of _____, 2015, by the City of Pryor Creek and the Union, but shall become effective **as of July 1, 2015.**

PASSED AND APPROVED this ____ day of _____, 2015, by the Mayor and Council of the City of Pryor Creek, Oklahoma.

CITY OF PRYOR CREEK

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

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

By:

President

ATTEST:

Secretary-Treasurer

FIRE
2015 – 2016 PAY PLAN
CITY OF PRYOR CREEK

1	2	3	4
Start	1 year	4 year	7 year
	(probation)		

N	Fire Fighter	\$31,076.00	\$35,771.00	\$37,796.00	\$41,986.00
---	--------------	-------------	-------------	-------------	-------------

O	Lieutenant	\$31,939.00	\$36,769.00	\$38,854.00	\$43,136.00
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P	Captain	\$32,831.00	\$37,796.00	\$39,785.00	\$46,000.00
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Longevity – After 5 years of service, \$2.50 per month for every year of service; after ten years of service, \$5.00 per month for every year of service.

Annual raises are merit based and evaluation must be on file signed by employee, department head and mayor.

CONTRACT APPROVED BY COUNCIL _____



Steve Lemmings <lemmingss@pryorcreek.org>

Fwd: Resignation

2 messages

tramelk@pryorcreek.org <tramelk@pryorcreek.org> Sun, Sep 27, 2015 at 9:20 PM
To: 14-Steve Lemmings <lemmingss@pryorcreek.org>, 30-James Willyard <willyardj@pryorcreek.org>, 106-Sarah Maddoux <maddouxs@pryorcreek.org>

Sent from my iPad

Begin forwarded message:

From: Shawna Bley <bleys@pryorcreek.org>
Date: September 27, 2015 at 2:18:16 PM CDT
To: "Tramel, Kevin" <tramelk@pryorok.org>
Subject: Resignation

I, Shawna Bley, am resigning all my duties, as communication officer. Since I will be off on the second week from the date of this notice, my last day of employment will be Sunday, October 4th, 2015.

→ RJR Enterprises, Inc.
804 N 42nd Street
Rogers, AR 72756

\$91,500⁰⁰

Sealed Bid for City of Pryor Creek
Whitaker Park Splashpad
Project #PPRY-14-016
10/02/2015 @ 2:00PM

City of Pryor Creek
12 North Rowe Street
Pryor Creek, OK 74362

RECEIVED

FOR WHITAKER PARK SPLASH PAD TO AN EXPENDITURE OF \$68,965.00 TO BENCHMARK ENTERPRISES, LLC, BROKEN ARROW AND AN EXPENDITURE OF \$87,000.00 TO POWER PLAY, BIXBY.

Motion was made by Rosamond, second by Chitwood to approve amending the motion made at the July 7th, 2015 Council meeting awarding an expenditure of \$155,965.00 to Benchmark Enterprises, LLC, Broken Arrow as low bidder for Whitaker Park Splash Pad to an expenditure of \$68,965.00 to Benchmark Enterprises, LLC, Broken Arrow and an expenditure of \$87,000.00 to Power Play, Bixby. Voting yes: Thompson, Brittain, Rosamond, Chitwood, Willcutt, Hedgpath. Voting no: Stott.

i. APPROVE EXPENDITURE OF \$155,197.00 TO THE LAKOTA GROUP FOR THE CITY OF PRYOR CREEK COMPREHENSIVE PLAN UPDATE.

Motion was made by Brittain, second by Thompson to approve expenditure of \$155,197.00 to The Lakota Group for the City of Pryor Creek Comprehensive Plan Update. Voting yes: Brittain, Rosamond, Chitwood, Stott, Willcutt, Hedgpath, Thompson. Voting no: none.

j. APPROVE AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE LAKOTA GROUP FOR THE CITY OF PRYOR CREEK COMPREHENSIVE PLAN UPDATE.

Motion was made by Brittain, second by Hedgpath to approve authorizing the Mayor to sign an agreement with The Lakota Group for the City of Pryor Creek Comprehensive Plan Update. Motion was made by Stott, second by Rosamond to table until the next meeting. Voting yes: Rosamond, Chitwood, Stott, Willcutt, Thompson. Voting no: Hedgpath, Brittain.

k. APPROVE EXPENDITURE OF \$2,500.00 TO PRYOR MAIN STREET FOR DADS DRAG MAIN FROM HOTEL / MOTEL GRANT FUNDS. (ACCOUNT #75-755-5110)

Motion was made by Hedgpath, second by Thompson to approve expenditure of \$2,500.00 to Pryor Main Street for Dads Drag Main from Hotel / Motel grant funds. (Account #75-755-5110) Voting yes: Chitwood, Stott, Willcutt, Hedgpath, Thompson, Brittain, Rosamond. Voting no: none.

s. APPROVE AWARDING CONCRETE BID FOR THE STREET DEPARTMENT FISCAL YEAR 2015-2016 TO LOWEST AND BEST BID. BIDS RECEIVED (TO BE OPENED AT TONIGHT'S COUNCIL MEETING): DOLESE AND MID-CONTINENT CONCRETE.

Motion was made by Stott, second by Hedgpath to approve awarding Mid-Continent the concrete bid for the Street Department for fiscal year 2015-2016. Bids received from: Dolese and Mid-Continent Concrete. Voting yes: Stott, Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood. Voting no: none.

6. COMMITTEE REPORTS:

a. BUDGET / PERSONNEL (ROSAMOND)

Rosamond reported that the Budget / Personnel Committee met last night. The Budget is close to being finalized. The final figures have yet to be provided by the City Accountant. The final Budget will be brought back to Council next month.

b. ORDINANCE / INSURANCE (CHITWOOD)

Chitwood reported that the Ordinance / Insurance Committee met last Thursday and will present some Ordinances that were discussed to Council.

c. STREET / MAINTENANCE GARAGE (WILLCUTT)

Willcutt had no report for the Street / Maintenance Garage Committee.

7. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business presented.

8. ADJOURN.

Motion was made by Stott, second by Willcutt to adjourn. Voting yes: Willcutt, Hedgpath, Thompson, Brittain, Rosamond, Chitwood, Stott. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Mayor Tramel called the Pryor Public Works Authority meeting to order at 7:40 p.m.

2. DISCUSS, POSSIBLY ACT ON APPROVAL OF MINUTES OF JULY 7TH, 2015 MEETING.



91 915 - 5091

EmergiTech, Inc.
 2545 Farmers Dr Ste. 250 · Columbus, Ohio 43235
 614 866-6712 t · 614 866-9208 f · 800 772-6125 ff
 support@emergitech.com

~~02-201-5260~~

City of Pryor
Attn: Mayor Jimmy Tramel
6 North Adair Street
Pryor, OK 74361

Invoice

Number: **27700**
 Date: 9/1/2015

For the period from: 10/01/2015 thru 09/30/2016

Contract	Start Date	End Date	Contract Type	Terms
5272	10/01/2015	09/30/2016	Hardware & Software	Net 30

Annual Maintenance and Support Agreement **\$2,888.00**

Items Covered

Pryor Fire Department
ITEMS ELIGIBLE FOR 24x7 SUPPORT

Qty.	Item Description
1	IP9-1-1 Next Generation User Interface

Pryor Police Department
ITEMS ELIGIBLE FOR 24x7 SUPPORT

Qty.	Item Description	Serial Number
1	Dell Optiplex 990 IP9-1-1 Communication Server	625W5V1
1	INTERMap Tactical Map Display	
1	Surge Protection Equipment	
1	EmergiTech IP9-1-1 System for 2 Positions, 4 Trunks, and 1 Database	
1	22" LCD Monitor	CN-0FJ44J-74445-253-A5WS
1	22" LCD Monitor	CN-0FJ44J-74445-253-A5YS
1	24-Port Gigabit Network Switch	C21218W400315
1	4-Port Rack-Mount USB KVM Switch	UR4P012F0062
1	8-Port Serial Hub	TACCE1008515
1	APC Smart UPS 1500 2U Rack Mount	AS1224223766
1	APC Smart UPS 750 Tower	AS1220210455
1	Dell Optiplex 990 CAD Workstation	GD4Q5V1
1	Rack Cabinet & Equipment	8N1215E12110
1	Rack-Mount Dual Data Modem	GLDC10172046

ITEMS ELIGIBLE FOR M-F 8-5 SUPPORT



Invoice

EmergiTech, Inc.
2545 Farmers Dr Ste. 250 · Columbus, Ohio 43235
614 866-6712 t · 614 866-9208 f · 800 772-6125 tt
support@emergitech.com

Number: **27700**
Date: 9/1/2015

Items Covered

Pryor Police Department
ITEMS ELIGIBLE FOR M-F 8-5 SUPPORT

Qty.	Item Description
1	ALI Export to 3rd Party CAD/Mapping systems

Please review this list for accuracy. If you feel that it is incorrect or incomplete, please contact us.

The full set of terms that apply are completely described in the licensed software and/or hardware maintenance agreement between your agency and EmergiTech, Inc. If you would like to obtain a copy, please contact EmergiTech's help desk.

Thank you for your business. Please reference the invoice number on your check.

~~07-201-5260~~

91-915-5061

Cardinal Tracking, Inc.

Invoice Due 09/24/2015
109508

Amount Due: **\$7,357.80**

To Customer :
It's that time of year again!

Attached please find the Software License, Support Agreement and Renewal Invoice for 2015-2016.

Your current agreement expires on: 10/31/2015.

* Please obtain PO or necessary authorization prior to sending on to Accounts Payable for payment.

* Please sign both documents and return the signed copies to us as soon as possible.

If you have any questions or concerns, please don't hesitate to contact me via email or the number listed below.

Thank you and as always, we appreciate your business!

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you, we appreciate your business.

Sincerely,

Cardinal Tracking, Inc.
800-285-3833