

**NOTICE & AGENDA**  
**CITY COUNCIL MEETING**  
**FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING**  
**CITY OF PRYOR CREEK, OKLAHOMA**  
**TUESDAY, DECEMBER 1<sup>ST</sup>, 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.

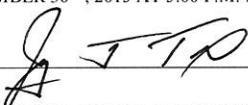
1. Call to Order, Prayer, Pledge of Allegiance, Roll Call.
2. Petitions from the Audience. (Limited to 5 minutes.):
3. Mayor's Report.
4. City Attorney's Report:
  - a. Second and final reading, discussion and possible action of an Ordinance Adopting the 2015 (IBC) *International Building Code* per Title 59 O.S. Section 1000.20 to 1000.29 of Oklahoma State Statutes.
  - b. Second and final reading, discussion and possible action of an Ordinance Adopting 2015 (IEBC) *International Existing Building Code* per Title 59 O.S. Section 1000.20 to 1000.29 of Oklahoma State Statutes.
  - c. Second and final reading, discussion and possible action of an Ordinance Adopting 2015 (IFC) *International Fire Code* per Title 59 O.S. Section 1000.20 to 1000.29 of Oklahoma State Statutes.
  - d. Second and final reading, discussion and possible action of an Ordinance Adopting 2015 (IFGC) *International Fuel Gas Code* per Title 59 O.S. Section 1000.20 to 1000.29 of Oklahoma State Statute.
  - e. Second and final reading, discussion and possible action of an Ordinance Adopting 2015 (IMC) *International Mechanical Code* per Title 59 O.S. Section 1000.20 to 1000.29 of Oklahoma State Statute.
  - f. Second and final reading, discussion and possible action of an Ordinance Adopting 2015 (IPMC) *International Property Maintenance Code* per Title 59 O.S. Section 1000.20 to 1000.29 of Oklahoma State Statute.
  - g. Second and final reading, discussion and possible action of an Ordinance Adopting 2015 (IPSDC) *International Private Sewage Disposal Code* per Title 59 O.S. Section 1000.20 to 1000.29 of Oklahoma State Statute.
  - h. Second and final reading, discussion and possible action of an Ordinance Adopting 2009 (IRC) *International Residential Code* per Title 59 O.S. Section 1000.20 to 1000.29 of Oklahoma State Statute.
  - i. Second and final reading, discussion and possible action of an Ordinance Adopting 2015 (IPC) *International Plumbing Code* per Title 59 O.S. Section 1000.20 to 1000.29 of Oklahoma State Statute.
  - j. Discuss, possibly act on approval of a Resolution of the City of Pryor Creek affirming the City of Pryor Creek Support for favorable consideration to be given for an affordable housing tax credit award for the development of a seventy-two (72) unit housing development by NHSOKC CIESTALLA homes of Pryor, LLC.
  - k. Discuss, possibly act on approval to authorize the Mayor to seek additional funding amount for 2015-2016 Street Project based on Pryor Public Works Authority Sinking Fund (87) balance as of June 30<sup>th</sup>, 2015 of 2011 Capital Improvement Bond Project to be approved for legality and amount by Ron Kolker, Tom Hilborne and Kim Ritchie.
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 November 17<sup>th</sup>, 2015 Council meeting.
  - b. Approve payroll purchase orders through December 4<sup>th</sup>, 2015.
  - c. Approve claims for purchase orders through December 1<sup>st</sup>, 2015.
  - d. Acknowledge receipt of deficient purchase orders.
  - e. Discuss, possibly act on approval of Pryor Creek Financial Statements for Fiscal Year 2014-2015 as presented by Violet F. Kirkendall, CPA, PC.
  - f. Approve authorizing the Park Department to demolish the restrooms at Bobby Buck Park.
  - g. Approve expenditure of \$71,000.00 to Jaybelle Construction, LLC, Rose, OK as low bid received for Whitaker Park Spillway Repair Project from General Fund – Repair and Maintenance (02-201-5091). Other bids received: Cook Consulting, LLC, Ft. Gibson, OK - \$74,400.00.
  - h. Approve expenditure of \$91,500.00 to RJR Enterprises, LLC for the Whitaker Park Splash Pad Project. No other bids were received.

- i. Approve expenditure of \$5,779.00 to Desco Systems of Arkansas to replace CREMONA DB shower floors at Pryor Creek Recreation Center from Recreation Center – Repair and Maintenance (Account #84-845-5091). Other bid received: Stonhard Maple Shade, NJ - \$9,750.00.
  - j. Approve expenditure of \$2,764.35 to CMS Willowbrook for replacement, removal of partitions, overhead and fee for completion of shower stalls and floors for the Recreation Center project. No other quotes were received.
  - k. Approve expenditure in the amount of \$14,000.00 to Vanguard Builders, Inc., Broken Arrow, OK for replacement of canopy at Thomas J. Harrison Pryor Public Library from General Fund – Repair and Maintenance (Account #02-201-5091). No other quotes received.
  - l. Approve expenditure of \$2,100.00 to CMS Willowbrook for preconstruction, overhead and fee for replacement of canopy at the Thomas J. Harrison Pryor Public Library from General Fund – Repair and Maintenance (Account #02-201-5091).
  - m. Approve expenditure of \$3,000.00 to OverDrive for Maintenance Fee and Future Content Purchases (Participation in the OK Virtual Library from General Fund Library – Non-Book Materials (Account #02-221-5032).
  - n. Approve expenditure in the amount of \$12,514.92 to Preferred Pump and Equipment of Oklahoma City for 3 – 5” Motor FE 60 HP, 3PH 460 V Sandfighter for Pryor Creek Golf Course Irrigation System. Other quote received: Pumping systems of Edmond, OK - \$23,738.40.
  - o. Approve expenditure in the amount of \$3,016.90 to Stalker Radar Applied Concepts, Inc. for two (2) patrol mounted radar from Donations – Police Forfeitures (Account #96-965-5524). The Cherokee Nation has donated \$3,000.00 for this purpose. Other bids received: Decatur - \$4,020.00 and Kustom Signal – \$4,930.82.
  - p. Approve acceptance of the V.A.W.A. 2015 grant in the amount of \$48,122.00 for supplement wages for the Domestic Violence Officer.
  - q. Approve authorizing the Mayor to sign the Collective Bargaining Agreement between the City of Pryor Creek and Fraternal Order of Police AFL – CIO / CLC Lodge No. 116 for fiscal year 2015-2016.
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

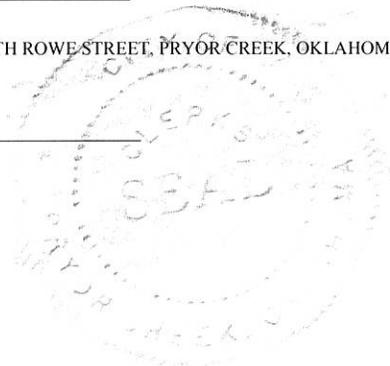
1. Call to Order.
2. Discuss, possibly act on approval of minutes of November 17<sup>th</sup>, 2015 meeting.
3. Unforeseeable business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
4. Adjourn.

FILED NOVEMBER 30<sup>TH</sup>, 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, NOVEMBER 30<sup>TH</sup>, 2015 AT 5:00 P.M. BY CITY CLERK EVA SMITH.





**MINUTES  
CITY COUNCIL MEETING  
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING  
CITY OF PRYOR CREEK, OKLAHOMA  
TUESDAY, NOVEMBER 17<sup>TH</sup>, 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 and the City website at [www.pryorcreek.org](http://www.pryorcreek.org). 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 Houston Brittain. 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, Assistant Police Chief James Willyard, Fire Chief Tim Thompson, Assistant Fire Chief B.K. Young, Golf Director Dennis Bowman, Library Director Cari Rerat, Building Inspector/ Code Enforcement Officer Doug Moore.

Others: Donna Bowman

**2. PETITIONS FROM THE AUDIENCE.**

(LIMITED TO 5 MINUTES)

There were no petitions from the audience.

**3. MAYOR'S REPORT:**

Mayor Tramel stated that Pryor Creek was featured Let's Move! Cities, Towns and Counties Newsletter. He also introduced the Lakota Group who is in Pryor Creek to update the Comprehensive Plan and will be hosting a "Community Speak Out" on Thursday, November 19<sup>th</sup>, 2015 from 6:30 to 8:30 at the Graham Community Hall.

- a. DISCUSS, POSSIBLY ACT ON APPROVAL TO AUTHORIZE THE MAYOR TO REQUEST THE MUNICIPAL UTILITY BOARD GENERAL MANAGER GARY PRUETT TO SET THE FLASHING SCHOOL ZONE SIGNS ON SOUTH ELLIOTT STREET TO ACTIVATE AND FLASH BETWEEN THE TIME OF 0745 HOURS (7:45 A.M.) THROUGH 1600 HOURS (4:00 P.M.) ON WEEKDAYS WHILE SCHOOL IS IN SESSION.**

Motion was made by White, second by Chitwood to approve to authorize the Mayor to request the Municipal Utility Board General Manager Gary Pruett to set the flashing school zone signs on South Elliott Street to activate and flash between the time of 0745 hours (7:45 a.m.) through 1600 hours (4:00 p.m.) on weekdays while school is in session. Voting yes: Willcutt, White, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott. Voting no: none.

**4. CITY ATTORNEY'S REPORT:**

- a. SECOND AND FINAL READING, DISCUSSION AND POSSIBLE ACTION APPROVING AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 10-4-1 REGARDING DEFINITIONS PROVIDING FOR INCLUSION OF DEFINITIONS OF "TRANSITIONAL LIVING FACILITY" AND "HALFWAY HOUSE".**

Motion was made by Chitwood, second by White to approve and waive the reading of Ordinance # 2015 – 17 amending Pryor Creek City Code Section 10-4-1 regarding definitions providing for inclusion of definitions of "Transitional Living Facility" and "Halfway House". Voting yes: White, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt. Voting no: none.

- b. SECOND AND FINAL READING, DISCUSSION AND POSSIBLE ACTION APPROVING AN ORDINANCE AMENDING PRYOR CREEK CITY CODE**

**TITLE 10 ADDING NEW SECTION 10-13-10 REGARDING “TRANSITIONAL LIVING FACILITIES” AND “HALFWAY HOUSES”.**

Motion was made by White, second by Brittain to approve and waive the reading of Ordinance # 2015 – 18 amending Pryor Creek City Code Title 10 adding new Section 10-13-10 regarding “Transitional Living Facilities” and “Halfway Houses”. Voting yes: Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, White. Voting no: none.

- c. **FIRST READING OF AN ORDINANCE ADOPTING THE 2015 (IBC) INTERNATIONAL BUILDING CODE PER TITLE 59 O.S. SECTION 1000.20 TO 1000.29 OF OKLAHOMA STATE STATUTES.**
- d. **FIRST READING OF AN ORDINANCE ADOPTING 2015 (IEBC) INTERNATIONAL EXISTING BUILDING CODE PER TITLE 59 O.S. SECTION 1000.20 TO 1000.29 OF OKLAHOMA STATE STATUTES.**
- e. **FIRST READING OF AN ORDINANCE ADOPTING 2015 (IFC) INTERNATIONAL FIRE CODE PER TITLE 59 O.S. SECTION 1000.20 TO 1000.29 OF OKLAHOMA STATE STATUTES.**
- f. **FIRST READING OF AN ORDINANCE ADOPTING 2015 (IFGC) INTERNATIONAL FUEL GAS CODE PER TITLE 59 O.S. SECTION 1000.20 TO 1000.29 OF OKLAHOMA STATE STATUTE.**
- g. **FIRST READING OF AN ORDINANCE ADOPTING 2015 (IMC) INTERNATIONAL MECHANICAL CODE PER TITLE 59 O.S. SECTION 1000.20 TO 1000.29 OF OKLAHOMA STATE STATUTE.**
- h. **FIRST READING OF AN ORDINANCE ADOPTING 2015 (IPMC) INTERNATIONAL PROPERTY MAINTENANCE CODE PER TITLE 59 O.S. SECTION 1000.20 TO 1000.29 OF OKLAHOMA STATE STATUTE.**
- i. **FIRST READING OF AN ORDINANCE ADOPTING 2009 (IPSDC) INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE PER TITLE 59 O.S. SECTION 1000.20 TO 1000.29 OF OKLAHOMA STATE STATUTE.**
- j. **FIRST READING OF AN ORDINANCE ADOPTING 2011 (IRC) INTERNATIONAL RESIDENTIAL CODE PER TITLE 59 O.S. SECTION 1000.20 TO 1000.29 OF OKLAHOMA STATE STATUTE.**
- k. **FIRST READING OF AN ORDINANCE ADOPTING 2015 (IPC) INTERNATIONAL PLUMBING CODE PER TITLE 59 O.S. SECTION 1000.20 TO 1000.29 OF OKLAHOMA STATE STATUTE.**

There was no action on items c-k.

**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 November 3<sup>rd</sup>, 2015 Council meeting.
- b. Approve payroll purchase orders through November 20<sup>th</sup>, 2015.
- c. Approve claims for purchase orders through November 17<sup>th</sup>, 2015.

**APPROVE PURCHASE ORDERS THROUGH NOVEMBER 17<sup>TH</sup>, 2015.**

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	1520151111 - 1520150128	\$ 120,344.51
STREET & DRAINAGE	910641B - 1520150977	10,760.28
GOLF	1520151082 - 1520151136	1,931.20
REAL PROPERTY ACQ.	910671B	3,600.00
RECREATION CENTER	1520151051 - 1520151135	8,267.38
E-911 CASH	1520151092 - 1520151090	1,394.42
DONATIONS	1520151095 - 1520151014	<u>\$ 3,800.00</u>
	TOTAL	\$ 150,097.79

NEW BLANKET PURCHASE ORDERS

910725B	JACKSON TRUCK REPAIR	\$ 2,200.00
910726B	CULLIGAN OF TULSA	600.00
910727B	CULLIGAN OF TULSA	600.00
910728B	ROBERTS AUTO CENTER	<u>\$ 5,000.00</u>
	TOTAL	\$ 8,400.00

- d. Acknowledge receipt of deficient purchase orders.  
*There were no deficient purchase orders presented.*
- e. Approve October Appropriation Requests.
- f. Approve an expenditure of \$ 2,693.25 to Dolese Brothers Co. for concrete for the Pavilion at the Cemetery.
- g. Approve an expenditure of \$3,050.50 to Ballmom Designs for tee shirts for children participating in the DARE program from funds raised by the DARE officer and deposited in the Donations -Drug Abuse (Account #96-965-5507).

- h. Approve resignation of Kay Baldrige from MESTA Board effective immediately.
- i. Approve Mayor's appointment of Harriett Dunham to MESTA Trustee Number 10, term expiring 1/21/2019.
- j. Approve modification to the City of Pryor Creek Policy and Procedures Manual, Chapter 10 Vacations, Section 10-3, Eligibility Schedule as follows:

VACATION ELIGIBILITY SCHEDULE		
YEARS OF ELIGIBLE SERVICE	HRS CREDITED BIWEEKLY	DAYS CREDITED EACH YEAR
Years 0 - 1	1.54 hours	5 days
Years 2 - 5	3.08 hours	10 Days
Years 6 - 15	4.62 hours	15 days
Years 16 and over	4.62 hours	15 days

(Plus one day per year to Maximum of 20 days)

- k. Approve City of Pryor Creek schedule for 2016 regular Council meetings.
- l. Approve City of Pryor Creek 2016 schedule for regular Budget / Personnel Committee meetings.
- m. Approve City of Pryor Creek 2016 schedule for regular Street / Maintenance Garage Committee meetings.
- n. Approve City of Pryor Creek 2016 schedule for regular Park Board meetings.
- o. Approve City of Pryor Creek 2016 schedule for regular Planning and Zoning Board of Adjustment / Multi-Hazard Mitigation Committee meetings.
- p. Approve City of Pryor Creek 2016 schedule for Planning and Zoning Commission meetings.
- q. Approve City of Pryor Creek 2016 schedule for Pryor Creek Recreation Center Board meetings.
- r. Approve City of Pryor Creek 2016 schedule for Flood Plain Board meetings.
- s. Approve City of Pryor Creek 2016 schedule for Library Board meetings.
- t. Approve City of Pryor Creek 2016 schedule for Municipal Utility Board meetings.

Motion was made by Brittain, second by Thompson to approve items a-t (items i and j were tabled by the Mayor) less items f and g. Voting yes: Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, White, Thompson. Voting no: none.

**f. APPROVE AN EXPENDITURE OF \$ 2,693.25 TO DOLESE BROTHERS CO. FOR CONCRETE FOR THE PAVILION AT THE CEMETERY.**

Motion was made by Chitwood, second by White to approve an expenditure of \$ 2,693.25 to Dolese Brothers Co. for concrete for the Pavilion at the Cemetery. Voting yes: Rosamond, Chitwood, Rains, Stott, Willcutt, White, Thompson, Brittain. Voting no: none.

**g. APPROVE AN EXPENDITURE OF \$3,050.50 TO BALLMOM DESIGNS FOR TEE SHIRTS FOR CHILDREN PARTICIPATING IN THE DARE PROGRAM FROM FUNDS RAISED BY THE DARE OFFICER AND DEPOSITED IN THE DONATIONS -DRUG ABUSE (ACCOUNT #96-965-5507).**

Motion was made by Brittain, second by Thompson to approve an expenditure of \$3,050.50 to Ballmom Designs for tee shirts for children participating in the DARE program from funds raised by the DARE officer and deposited in the Donations -Drug Abuse (Account #96-965-5507). Voting yes: Chitwood, Rains, Stott, Willcutt, White, Thompson, Brittain, Rosamond. Voting no: none.

**6. COMMITTEE REPORTS:**

**a. BUDGET / PERSONNEL (ROSAMOND)**

Rosamond reported for the Budget / Personnel Committee and stated they had met this month and will meet again next month.

**b. ORDINANCE / INSURANCE (CHITWOOD)**

Chitwood reported for the Ordinance / Insurance Committee and stated the November meeting would be rescheduled and they will try to meet in early December.

**c. STREET / MAINTENANCE GARAGE (WILLCUTT)**

Willcutt reported for the Street / Maintenance Garage Committee and stated they will meet next Tuesday at 6:00 p.m.

**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 White to adjourn. Voting yes: Rains, Stott, Willcutt, White, Thompson, Brittain, Rosamond, Chitwood. Voting no: none.

**PRYOR PUBLIC WORKS AUTHORITY**

**1. CALL TO ORDER.**

Mayor Tramel called the Pryor Public Works Authority meeting to order at 6:35 p.m.

**2. DISCUSS, POSSIBLY ACT ON APPROVAL OF MINUTES OF NOVEMBER 3<sup>RD</sup>, 2015 MEETING.**

Motion was made by Chitwood, second by Willcutt to approve minutes of November 3<sup>rd</sup>, 2015 meeting. Voting yes: Stott, Willcutt, White, Thompson, Brittain, Rosamond, Chitwood, Rains. Voting no: none.

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

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

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MINUTES WRITTEN BY CITY CLERK EVA SMITH

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A RESOLUTION OF THE CITY OF PRYOR CREEK AFFIRMING THE CITY OF PRYOR CREEK SUPPORTS FOR FAVORABLE CONSIDERATION TO BE GIVEN FOR AN AFFORDABLE HOUSING TAX CREDIT AWARD FOR THE DEVELOPMENT FO SEVENTY TWO (72) UNIT HOUSING DEVELPPMENT BY NHSOKC CIESTELLA HOMOMES OF PRYOR CREEK LLC

WHEREAS, NHSOKC CIESTELLA HOMES OF PRYOR LLC, is proposing to construct an approximate 72 unit housing Development to be located in the city limits of Pryor Creek approximately seven hundred feet west of the intersection of S Elliott St and SE 22<sup>nd</sup> Street; and

WHEREAS, the CITY OF PRYOR CREEK supports economic Development and promotes affordable housing for the benefit of the citizens of Pryor Creek,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF Pryor Creek, that the City Council supports favorable consideration to be given for a tax credit award for this Development.

BE IT FURTHER RESOLVED, it is noted that the proposed Development is consistent with Pryor Creek's affordable housing strategies and comprehensive plan.

APPROVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Miller-Valentine Group  
4000 Miller-Valentine Court  
PO Box 744  
Dayton, Ohio 45401-0744  
937-293-0900

To: 19188256577  
From: Justin.Gregory@mvg.com  
Date: November 25, 2015 20:05:28 GMT  
Subj: NOTICE TO THE PUBLIC OF A TAX CREDIT APPLICATION - CIESTELLA HOME  
Pages: 3

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Hello Mayor Tramel,

I am Justin Gregory from Miller-Valentine Group.

Attached is a public notice for an affordable tax credit application that is proposed in your area. The attached page identifies the unit count, type, applicant, and location of the development.

If you have any questions about this email or the attached notice of tax credit application, feel free to email or call me.

Thank you,

**Justin Gregory**  
*Financial Analyst*  
MV Residential Development

**Miller-Valentine Group**  
9349 WaterStone Blvd.  
Cincinnati, OH 45249  
[www.mvg.com](http://www.mvg.com)  
513-588-1228 Direct



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NOTICE TO THE PUBLIC OF A TAX CREDIT APPLICATION  
NEW CONSTRUCTION OF AFFORDABLE MULTI-FAMILY HOUSING

NHSOKC CIESTELLA HOMES OF PRYOR LLC, Applicant, will submit an Application to the Oklahoma Housing Finance Agency (OHFA) to obtain tax credits on the new construction of a proposed Development, the name of which will be CIESTELLA HOMES OF PRYOR. Said Development is proposed to be located within the city limits of Pryor Creek approximately seven hundred feet west of the intersection of S Elliott St and SE 22nd Street, Pryor Creek, OK.

There will be up to a total of 72 units in the Development:

Of this total, up to 100% will be rent and income restricted units.

OHFA Trustees will consider this Application at OHFA's May Board of Trustees Meeting.

Any questions regarding this Application may be directed to Chris Applequist; 817-501-9577; 2800 Routh Street Suite 218, Dallas, Texas 75201; [chris.applequist@mvg.com](mailto:chris.applequist@mvg.com) (consultant for Applicant).

For information regarding the hearing of the Application, contact Darrell Beavers, Housing Development Team Manager, OHFA, P.O. Box 26720, Oklahoma City, OK 73126-0720, (405) 419-8261, [darrell.beavers@ohfa.org](mailto:darrell.beavers@ohfa.org)



**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

November 25, 2015

Pryor Creek City Council Members;

**RE: Concrete Street Project Proposal**

**From the Street Committee Meeting held November 24, 2015.**

Mayor Tramel spoke regarding the Concrete Street Project. He presented an idea to fund the street project using funds from the Bond project. He stated that City currently has \$350,000.00 for the Concrete Street Project. He added there was a possible option to add to this amount. He discussed with the Committee and audience his finding as follows:

Currently the balance due on the Bond (Street, City Hall, Recreation Center) is \$5.3 million. The PPWA Sinking Fund (Fund 87) has an estimated \$1.6 million at this time. This account is used to make the Bond payment each month. The City is collecting an average of \$1.4 million a year for this payment. Mayor stated that the term limit on the Bond is in 2025. He said that it is projected the Bond will be paid off by 2019. (It cannot be paid off before 2018) He is requesting that the City Council allow him to use \$1 million of the \$1.6 million in the PPWA Sinking Fund to add to the \$350,000.00 to repair the 19 streets proposed as well as add more streets. He said that if the City did so, the bond would then be in a position to pay the bond off by 2020. One year later than projected but still earlier than the term of 2025.

Council Members,  
I am asking for your consideration.

Sincerely,

**Jimmy Tramel**

Mayor

Street Priority Rankings

Street Name	St. Type	Condition	Traffic Load	Notes	Priority	Estimated Cost	Accum. Cost
Mid-Amer. Rd.	2	1	1	very bad, truck traffic, multi overlay detached, no base	4	\$42,651.16	\$42,651.16
Thurman St.	3	2	1	crack seal multi,	6	\$45,038.75	\$87,689.91
Magnolia St.	3	2	1	cracked panel, @intx, collector, no move	6	\$5,427.44	\$93,117.35
Lakeview Dr.	3	2	1	panel moved, no thrust, crack seal,	6	\$20,434.46	\$113,551.80
Oklahoma St.	3	2	2	panel over bridge bad, cracked no move elsewhere	7	\$10,852.49	\$124,404.29
Bay Oaks Pl.	4	0.5	3	west half bad, east, cracked panels, thrust, prior work at intx	7.5	\$75,508.93	\$199,913.22
SE 18th St.	4	0.5	3	circle panels thrust, many panels moved	7.5	\$41,805.83	\$241,719.06
SE 19th St.	3	2	3	few panels cracked, no moved	8	\$10,891.74	\$252,610.80
Heather Ct.	4	1	3	bad full length, panels moved, bad conc.,	8	\$80,154.82	\$332,765.62
Spruce Ct.	4	1.5	3	lg. circle, panels at intx, Magnolia,	8.5	\$66,937.58	\$399,703.20
Hawthorn Ct.	4	1.5	3	circle panels thrust, standing water	8.5	\$19,026.39	\$418,729.59
Lilac Ln.	4	2	3	panel cracked no move, crack seal,	9	\$6,832.18	\$425,561.77
Mulberry Ln.	4	2	3	cracked panels, no move, surface pit	9	\$5,500.51	\$431,062.29
Hickory Ln.	4	2	3	cracked panels, no move, surface pit, shrt circle	9	\$8,170.78	\$439,233.07
Larkspur	4	2	3	surface piting, few panels at circle thrust	9	\$28,661.13	\$467,894.20
Cherry Point Ln.	4	2	3	circle panels cracked, panel over drain moved, poor drainage	9	\$15,668.73	\$483,562.93
Ginger Ct.	4	2.5	3	surface piting mostly, few panels at circle moved, prior work	9.5	\$25,154.65	\$508,717.58
Meadowview Cr.	4	2.5	3	prior work, cracked no move,	9.5	\$14,088.69	\$522,806.27
Peachtree Ln.	4	2	4	crack no move, shrt circle,	10	\$12,837.83	\$535,644.10

St. Type	Condition	Traffic Load	ADT
Arterial - 1	Very Poor Base Fail-0.5	>1000	1
Comm. Coll - 2	Poor - 1	>200<1000	2
Collector - 2	Poor prior work -1.5	>100<200	3
Residential - 3	Average - 2	<100	4
Cul-de-Sac - 4	Average prior work - 2.5		
	Good - 3		

# TECHNICAL MEMORANDUM

CITY OF PRYOR CREEK,  
OKLAHOMA

EVALUATION OF SELECT  
CONCRETE STREETS  
FOR REHABILITATION

November 2015



3840 S. 103<sup>rd</sup> E. Ave. Suite 227  
TULSA, OK 74146  
918-664-5500  
FAX 866-398-6481



**Technical Memorandum**  
**For the City of Pryor Creek, Oklahoma**  
**Evaluation of Select Streets/Areas for Rehabilitation**  
**November 2015**

The following memorandum, attached cost opinion, aerial photographs documenting the conditions of the concrete streets identified initially by City staff and confirmed by ISG field inspections on October 20 and 21<sup>st</sup>. The purpose of the field visit was to refine the areas identified as to method of repair, additional areas of concern within the same street areas, and to gather information about the condition of concrete streets from other sections of the city for conditional comparison purposes.

**A. General**

The following is a complete list of streets selected and field inspected by city and ISG personnel. This list is not in priority order.

- |    |                 |    |   |
|----|-----------------|----|---|
| a. | Thurman Street  | l. | Ginger Court                              |
| b. | Lilac Lane      | m. | Oklahoma Street S.17th Street             |
| c. | Mulberry Lane   | n. | SE 18th Street                            |
| d. | Magnolia Street | o. | SE 19th Street                            |
| e. | Spruce Court    | p. | Cobblestone Road (Mid-America Grill road) |
| f. | Lakeview Drive  | q. | S. Mill Street (Econolodge Road)          |
| g. | Hickory Lane    | q. | Bay Oaks Place                            |
| h. | Peachtree Lane  | r. | Meadowview Circle                         |
| i. | Heather Court   | s. | Cherry Point Lane                         |
| j. | Hawthorn Court  |    |   |
| k. | Larkspur Ln.    |    |   |

In addition to the above streets selected for detailed study, ISG also surveyed for conditional comparison purposes, the following streets:

- a. Belmont Court
- b. Bonnie Ave.
- c. Damon Drive
- d. Lauren Circle
- e. Oklahoma Court
- f. Eastmanor Circle
- g. Heron Circle

## **B. Methods of Evaluation**

The City of Pryor Street Management staff is the most familiar with the overall conditions of streets in Pryor. That management staff made a preliminary screening of concrete streets and supported that list with their identification of repair areas on the streets. ISG personnel then visited each identified repair site to verify, or confer with Pryor staff on the manner of repair for the select areas. In many cases, the manner of repair tentatively identified by Pryor personnel was the correct and most cost effective technique, however, in isolated instances, ISG personnel suggested and recommended that alternative methods of repair which may allow additional street segments to be repaired by reducing the manner of repair thus allowing limited funds to be used in other areas. In some cases, it was suggested that minor repairs to joints, could stabilize the area without complete removal of street segments. The segments were individually in good condition and with minor joint work could continue to provide a sound driving surface for several more years.

To insure that streets with the most severe conditions were selected, ISG personnel conducted field surveys of other concrete streets in the city for comparative purposes. It was clear that without exception, the previously selected concrete streets by City staff were in a more poor condition than other streets of similar construction materials. This is not to say, that concrete streets in other sections of the city are not in need of repairs and continued monitoring, but to state that under the provisions of an on-going evaluation of all of the streets, the selected streets were the higher ranked (worse condition) segments for further evaluation and repairs at this time. As always, we recommend periodic examination by field inspection of all streets and determining a priority ranking of those streets for need for repair to spend public funding where the highest need exists, at least on an annual basis.

## **C. Street Classification Type**

In the common public street classifications, there are Arterials, Industrial, Collector, and Residential. Further, within each classification, there are sub-areas that describe the segment more directly, such as Commercial collector, Residential collector, Primary and secondary Arterial, and lastly cul-de-sacs. These sub areas allows for rankings bases primarily on traffic volume and paths for traffic movement: Residential leads to Residential Collectors then to Secondary Arterials and ultimately to Primary Arterials for example. Similar paths are established for commercial and industrial traffic. In the case of this report, we were directed to concentrate on the residential and residential collector streets. Thus, breaking down the differences to allow a priority ranking created a need for numbering system.

It has long been established that Arterial (Primary or Secondary) are ranked highest with Commercial, Industrial, and Residential Collectors next, then Residential, and lastly cul-de-sacs or dead end streets. The following is a numerical ranking to be used to classify the streets selected for evaluation:

- Arterial – 1
- Comm., Industrial Collector – 2
- Residential Collector -2
- Residential Streets – 3
- Cul-de-Sacs – 4

The vast majority of streets selected for evaluation were cul-de-sac streets. Therefore, we have further broken down that category into long and short cul-de-sacs. Segments serving more than 10 homes were considered long. Segments serving less than 10 homes were short. This sub-classification is based on strictly traffic volume.

There were three residential collector streets, and two commercial collector streets in the list of segments. These segments each received the same classification number based on the above ranking. Further evaluation of each segments condition and degree of degradation would determine the overall ranking of the streets.

#### **D. Street Condition**

Before we discuss further, it should be said that every street we field evaluated were in need of repairs. Some repairs could be done by city staff as time and funding becomes available and should be done to maintain the useful life of the public streets. However, when base failures occur creating a driving surface that has "shifted" or obvious movements creates conditions that could worsen to critical levels without warning, it is time to act and with purpose to replace those segments to the traveling public. Our findings and observations found a few sites rated at 'very poor' which warrants immediate attention. These segments were given the highest (worse) rating to insure that repairs are conducted. The street classification type should not have as large impact as the conditions. Therefore, we have set up the ranking system to insure those segments are included in the listing as priority. The streets so indicated are Cobblestone Drive and S. Mill Street (Econolodge road). These segments receive a large volume of heavy truck traffic and serve a commercial center important to the economy of the community. The very poor condition of the streets has reduced that commercial traffic in turn reducing revenues to the city. Our recommendation, although not following the outline of residential street repairs, is to include these two segments in the immediate needs list to increase revenues which in turn will allow more streets to be repaired within the near future.

Conditions for streets broken down to:

Very Poor (Base failure observed) - 0.5

Poor (slab thrust, settlement, offsets) – 1

Poor prior work (observed previous work within segment) -1.5

Average (multi cracked panels, no movement, beyond sealing) – 2

Average prior work – 2.5

Good (no cracks offset, panel stable, sealing an option) – 3

The above numbering was set to attempt to further rank streets of similar conditions. It is obvious that all of the street segments need repairs, however to remain within budget constraints and remain objective, the half step ranking was set to produce separation within the sub-set. Prior work was considered a negative since the need to correct problems are systemic and attempt to use funding as widely as possible, we devalued prior work. In addition, prior work would have also reduced environmental effects such as water attacking the base materials thus allowing us more time to respond to adjoining segment degradations.

## E. Traffic Load

Traffic loading or traffic volume is an objective way to classify streets. Within a given set of streets, higher traffic volume streets require more frequent repairs since more vehicles are exposed to the defect on a daily basis.

For this report, a breakdown of projected traffic volumes were established since no actual traffic counts on residential and/or collector streets are available. All streets being reviewed are two way, two lane streets so projecting volumes based on lanes of travel cannot be done. The following is a table identifying how traffic volumes were determined.

Collector Streets = 1000 vehicles per day (vpd): A two lane roadway can accommodate up to 2500 vpd per direction of travel without causing repeated delays. Since Pryor streets do not experience traffic delays daily even during rush hour use, it is assumed that such streets do not experience volumes approaching 2500 vpd. However, streets with A-C ratings for traffic loadings see volumes in excess of 1000 vpd regularly and accommodate them without delays to the system users. A need for a collector street therefore assumes there is a need for such a street to carry up to the 1000 vpd.

Residential (Collector)- On a similar note, residential developments use collector streets to direct individual residential streets to larger collector or arterial streets. The standard design provides for a residential collector design if the total number of sites (vehicles) directed to the street exceeds 25. Otherwise the individual residential street is directed to the arterial. Therefore, 25 sites with two site vehicles plus two service (police, fire, delivery, guest) vehicle per site use (ingress / egress) each day would amount to  $(25 \times 3 \times 2) = 200$  vpd. Since we have only one such street (Oklahoma St.) that falls under this classification, it received a higher rating than standard residential streets.

Individual residential streets that are either connected to collectors or can be connected to collectors when future development occurs were given a rating of 100 vpd – 200 vpd.

Cul-de-Sacs – these street segments have the least traffic volume primarily due to the fact that they are not through streets. They are used for access to individual home sites and offer the least need for service vehicle use due to the non-through design. However, for this report, because the majority of streets considered are cul-de-sac configurations, we broke down these segments into long and short based on the serving either more than 10 sites or less than 10 sites. An objective way to allow separation for streets within the same classification.

### F. Street Priority Ranking

The following is a table that summarizes the ranking and priority of the streets based on type, condition and traffic loading:

CONCRETE STREET RANKING  
 PRYOR, OKLAHOMA

Street Name	St. Type	Condition	Traffic Load	Notes	Priority
Cobblestone PC	2	1	1	very bad, truck traffic, multi overlay detached, no base	4
S. Mill St.	2	2	1	AC section overlay, drainage issues, PC, 2 panel rplc. seal	5
Thurman St.	3	2	1	crack seal multi,	6
Magnolia St.	3	2	1	cracked panel, @intx, collector, no move	6
Lakeview Dr.	3	2	1	panel moved, no thrust, crack seal,	6
Oklahoma St.	3	2	2	panel over bndge bad, cracked no move elsewhere	7
Bay Oaks Pl.	4	0.5	3	west half bad, east, cracked panels, thrust, prior work at intx	7.5
SE 18th St.	4	0.5	3	circle panels thrust, many panels moved	7.5
SE 19th St.	3	2	3	few panels cracked, no moved	8
Heather Ct.	4	1	3	bad full length, panels moved, bad conc.	8
Spruce Ct.	4	1.5	3	lg. circle, panels at intx, Magnolia,	8.5
Hawthorn Ct.	4	1.5	3	circle panels thrust, standing water	8.5
Lilac Ln.	4	2	3	panel cracked no move, crack seal,	9
Mulberry Ln.	4	2	3	cracked panels, no move, surface pit	9
Hickory Ln.	4	2	3	cracked panels, no move, surface pit, shrt circle	9
Larkspur Ct.	4	2	3	surface pting, few panels at circle thrust	9
Cherry Point Ln.	4	2	3	circle panels cracked, panel over drain moved, poor drainage	9
Ginger Ct.	4	2.5	3	surface pting mostly, few panels at circle moved, prior work	9.5
Meadowview Cr.	4	2.5	3	prior work, cracked no move,	9.5
Peachtree Ln.	4	2	4	crack no move, shrt circle,	10

St. Type	Condition	Traffic Load
Arterial - 1	Very Poor Base Fail-0.5	>1000
Comm. Coll - 2	Poor - 1	>200<1000
Collector - 2	Poor prior work -1.5	>100<200
Residential - 3	Average - 2	<100
Cul-de-Sac - 4	Average prior work - 2.5	
	Good - 3	

### G. Street Cost

Once objective rankings are done, each segment is quantified as to the estimated cost to complete the repairs. Unit prices used in this report were developed from recent bids in Pryor, Tulsa, and Broken Arrow. Unit prices for specialized items such as drainage improvements were taken from ODOT standard pay items for use on state wide projects.

The following is a summary of each line segment cost estimate and ordered based on the rankings shown in the previous section. A cumulative total is provided to allow correlation with available funding to maximize repairs.

**ESTIMATED COST  
 2015 CONCRETE STREET REPAIRS**

Street Name	Estimated Cost	Accum. Cost
Mid-Amer. Rd.	\$42,651.16	\$42,651.16
S. Mill St.	\$64,050.62	\$106,701.78
Thurman St.	\$45,038.75	\$151,740.52
Magnolia St.	\$5,427.44	\$157,167.96
Lakeview Dr.	\$20,434.46	\$177,602.42
Oklahoma St.	\$10,852.49	\$188,454.91
Bay Oaks Pl.	\$75,508.93	\$263,963.84
SE 18th St.	\$41,805.83	\$305,769.67
SE 19th St.	\$10,891.74	\$316,661.41
Heather Ct.	\$80,154.82	\$396,816.24
Spruce Ct.	\$66,937.58	\$463,753.82
Hawthorn Ct.	\$19,026.39	\$482,780.20
Lilac Ln.	\$6,832.18	\$489,612.39
Mulberry Ln.	\$5,500.51	\$495,112.90
Hickory Ln.	\$8,170.78	\$503,283.69
Larkspur Ct.	\$28,661.13	\$531,944.81
Cherry Point Ln.	\$15,668.73	\$547,613.54
Ginger Ct.	\$25,154.65	\$572,768.20
Meadowview Cr.	\$14,088.69	\$586,856.89
Peachtree Ln.	\$12,837.83	<b>\$599,694.71</b>

**H. Summary and Recommendations**

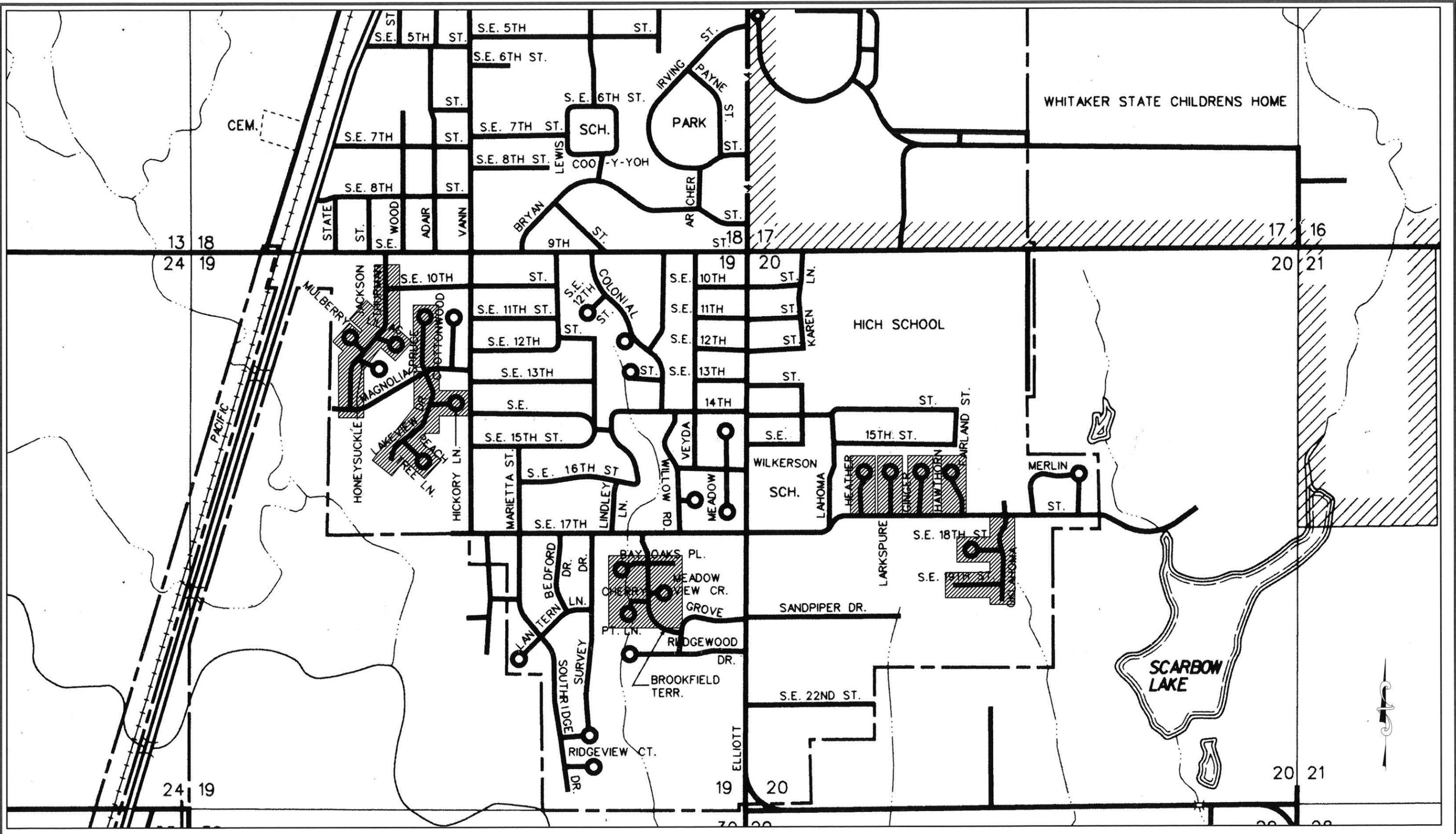
As indicated in the above table, the total to repair the identified streets is \$599,694.71. In addition there is approximately \$15,000 of drainage work to be done in association with S. Mill Street improvements. These must be done if S. Mill Street is included in a funding package.

A review of current fiscal limitations indicates the city has budgeted \$250,000 for street improvements without using other funding sources. Based on that maximum value, and removing engineering (@\$24,242.42) the streets shaded above could be addressed by detailed plans during 2015-16 totaling approximately \$188,454.91.

If other funding sources can be utilized as indicated by City Administrators, the total identified streets, minor drainage improvements, and associated professional fees would require a commitment of \$735,370.71 as broken down below.

<b>TOTAL EST. COST OF IDENTIFIED STREETS</b>	\$599,694.71
<b>TOTAL EST. COST OF DRAINAGE IMPROVEMENTS</b>	\$15,000.00
<b>ENGINEERING COST (FIXED BY CONTRACT)</b>	\$55,215.00
<b>CONTINGENCY ON CONST.</b>	\$61,470.00
<b>SURVEYING COST</b>	\$4,000.00
	<hr/>
<b>TOTAL PROJECT ESTIMATED COST</b>	<b>\$735,379.71</b>

In summary, the concrete streets identified by both City Street Department personnel and Infrastructure Solutions Group, LLC engineering staff is in varying degrees in need of repairs. These streets all have condition rankings which would relate to less than 5 years remaining on service life until major base, drainage, paving and associated costs would be incurred by the City. The time to replace these streets is now and should be undertaken at either the funding levels identified by budgetary constraints and repeated on an annual basis until such time as all streets identified can be repaired. Or should additional funding sources be identified, all streets herein selected along with the minor drainage improvements noted should be undertaken. In either case, design should begin immediately so that a contractor can be selected and construction begin in the early Spring of 2016 and completed no later than November 2016.



Date	Notes	By

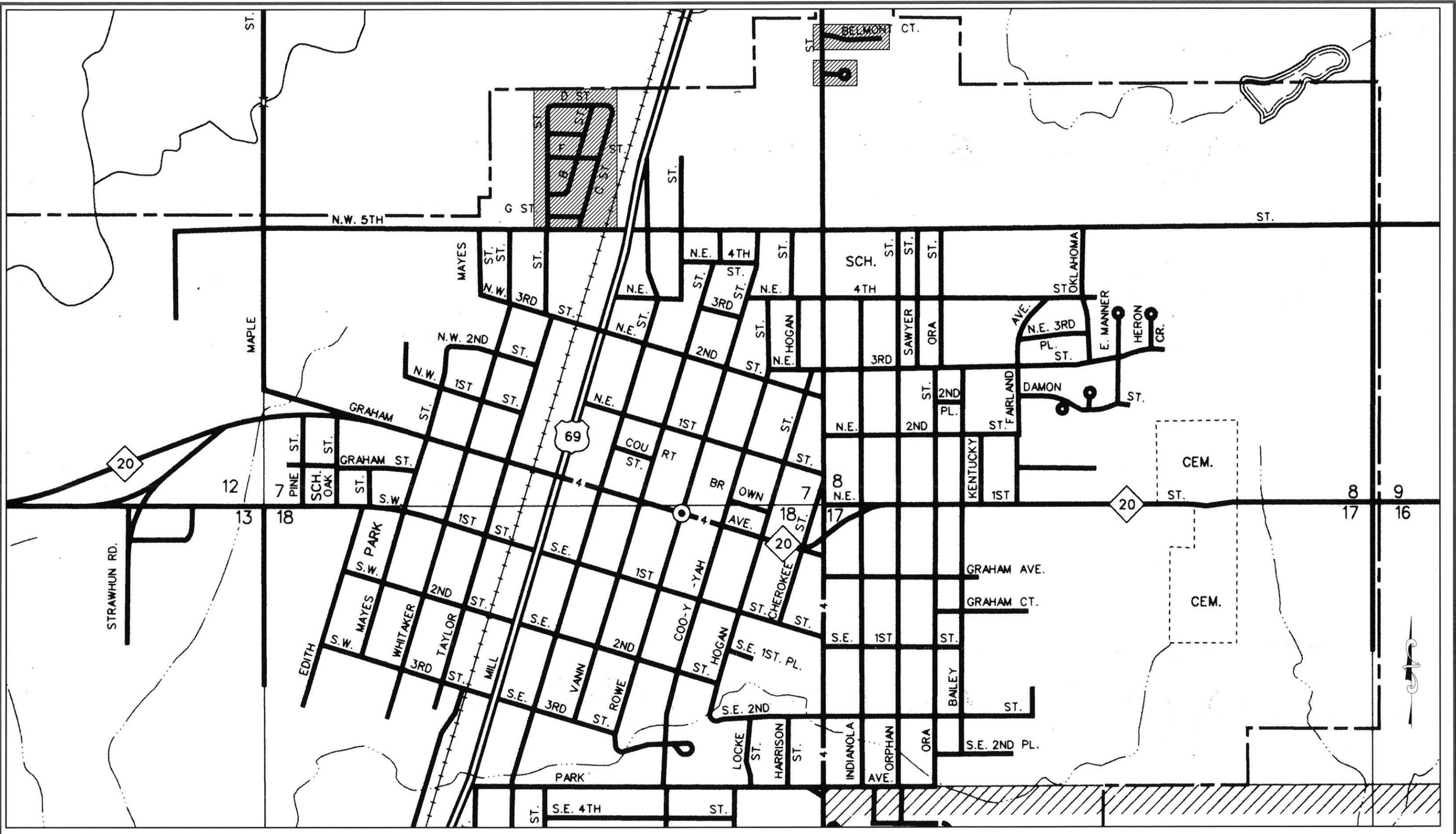
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CITY OF PRYOR  
 PRYOR, OKLAHOMA  
 CONCRETE STREET REPAIR

PROPOSED IMPROVEMENTS

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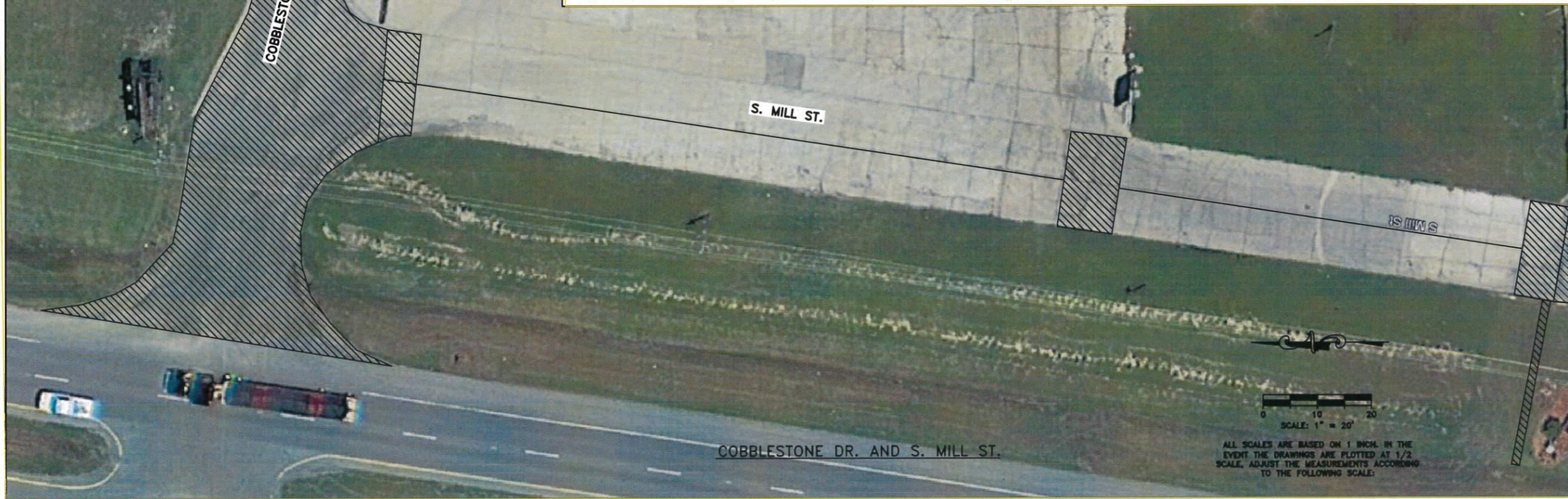
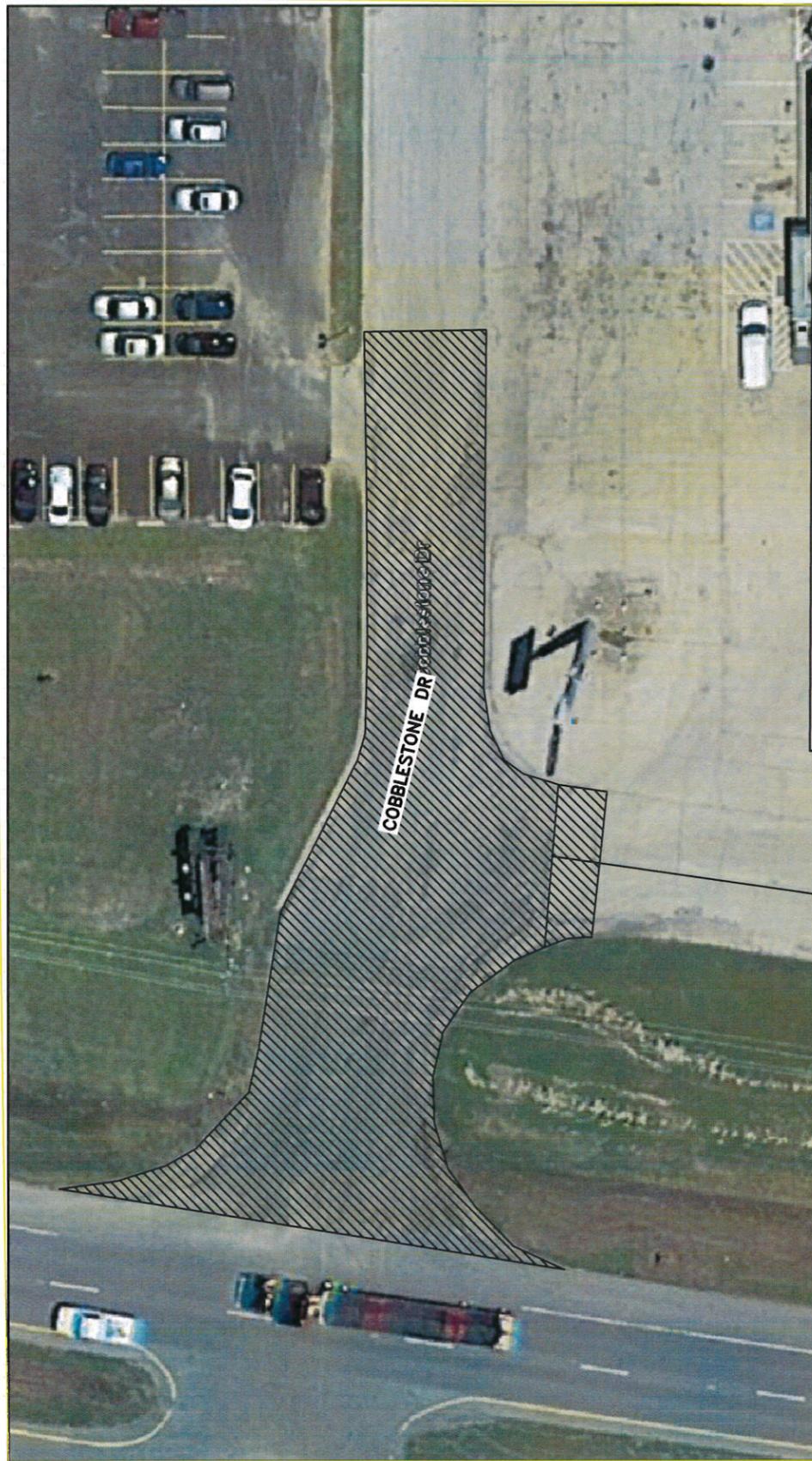
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CITY OF PRYOR  
PRYOR, OKLAHOMA  
CONCRETE STREET REPAIR

PROPOSED IMPROVEMENTS

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Sheet:	2 OF 13



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CITY OF PRYOR  
PRYOR, OKLAHOMA  
CONCRETE STREET REPAIR

COBBLESTONE DR AND S. MILL ST.

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S. MILL ST.



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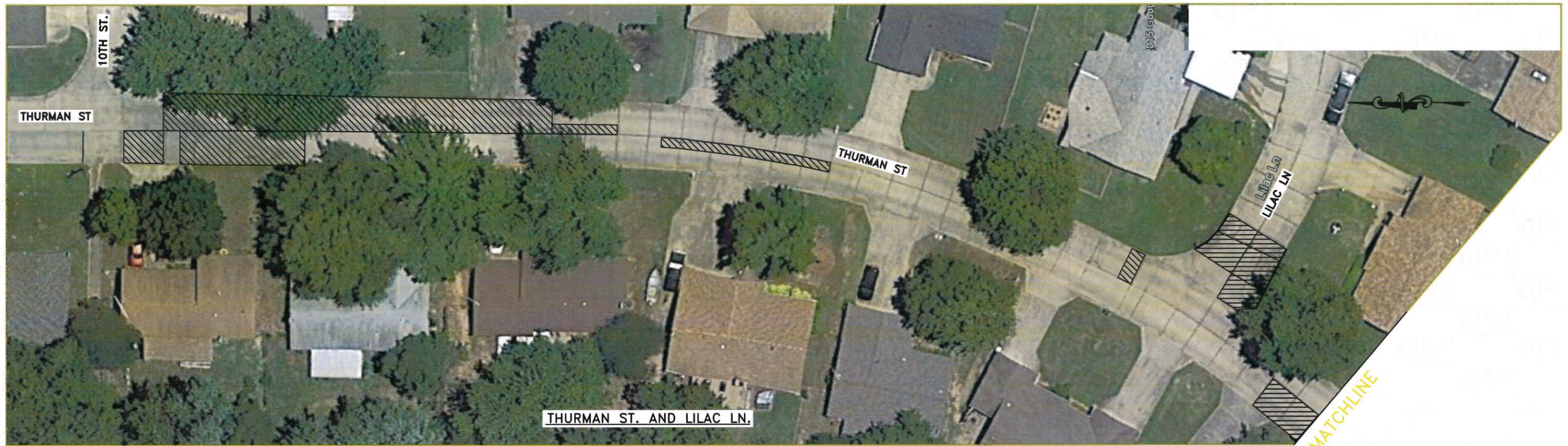
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CITY OF PRYOR  
PRYOR, OKLAHOMA  
CONCRETE STREET REPAIR

S. MILL ST.

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CITY OF PRYOR  
PRYOR, OKLAHOMA  
CONCRETE STREET REPAIR

THURMAN ST, LILAC LN, AND MULBERRY LN.

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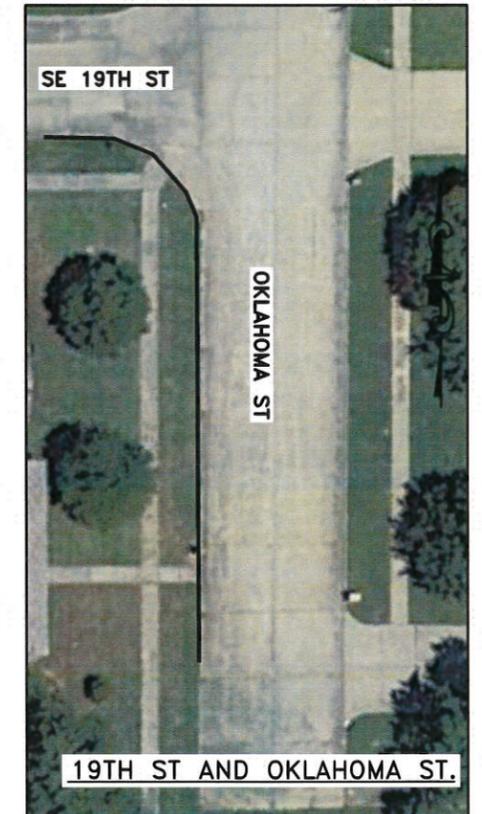


CITY OF PRYOR  
PRYOR, OKLAHOMA  
CONCRETE STREET REPAIR

LAKEVIEW DR

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MATCHLINE



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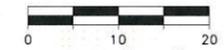
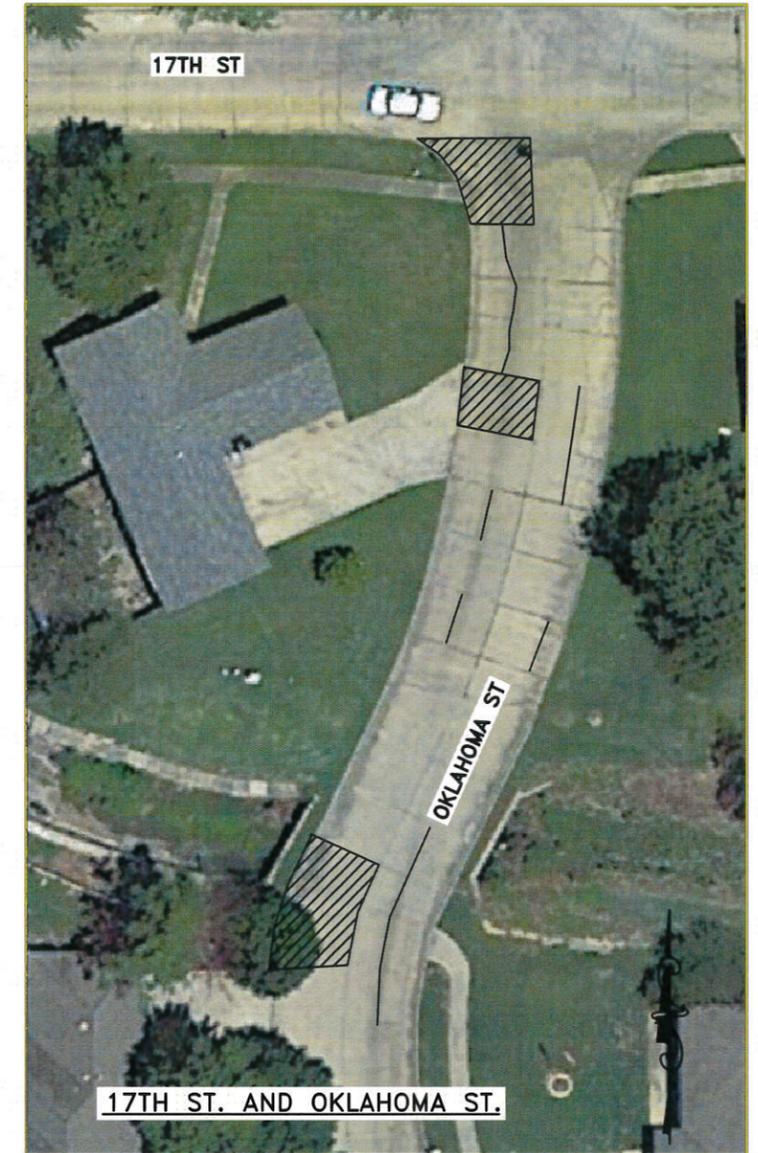
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CITY OF PRYOR  
PRYOR, OKLAHOMA  
CONCRETE STREET REPAIR

MAGNOLIA ST, 18TH ST,  
19TH ST AND OKLAHOMA ST

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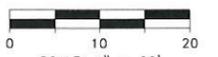
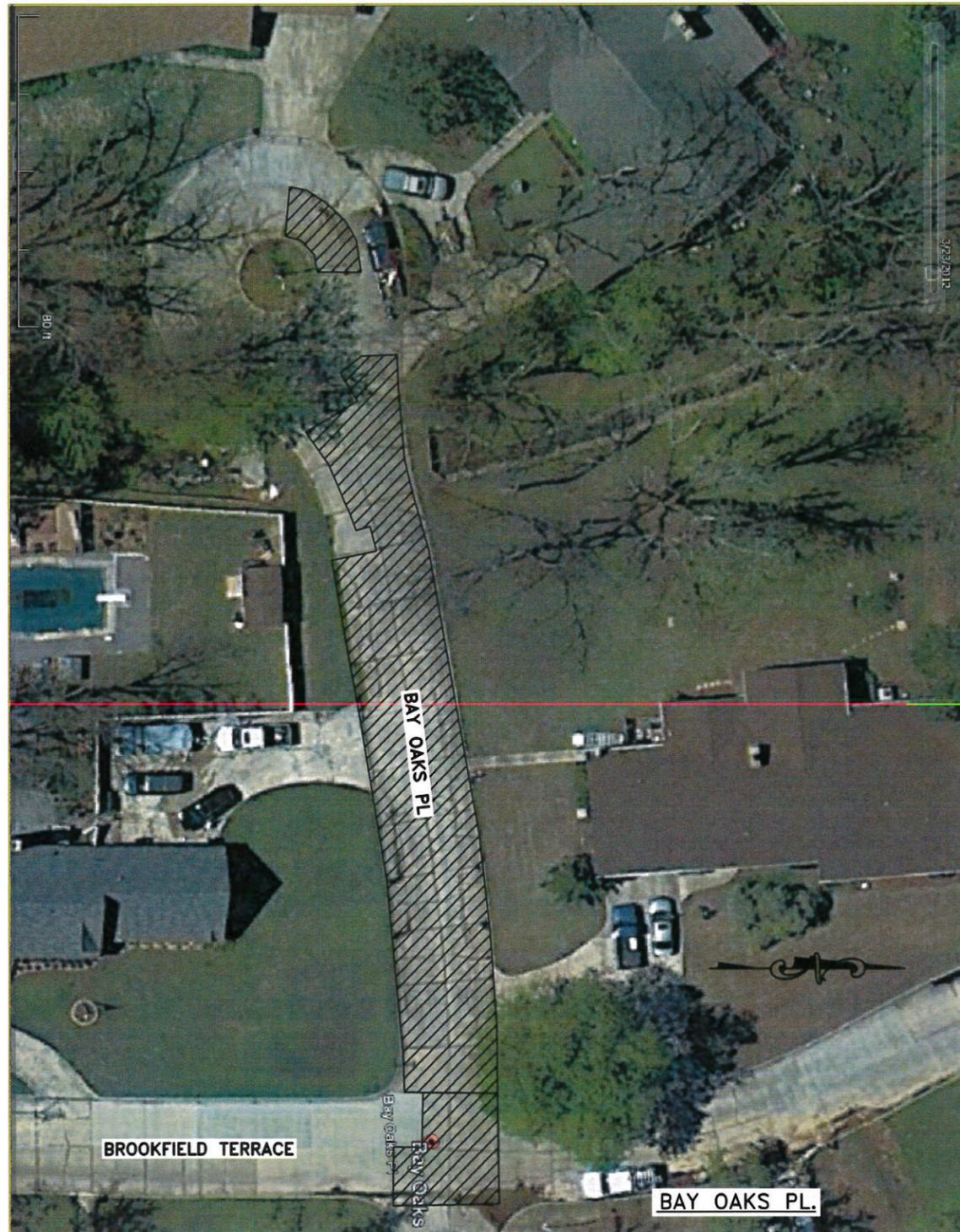
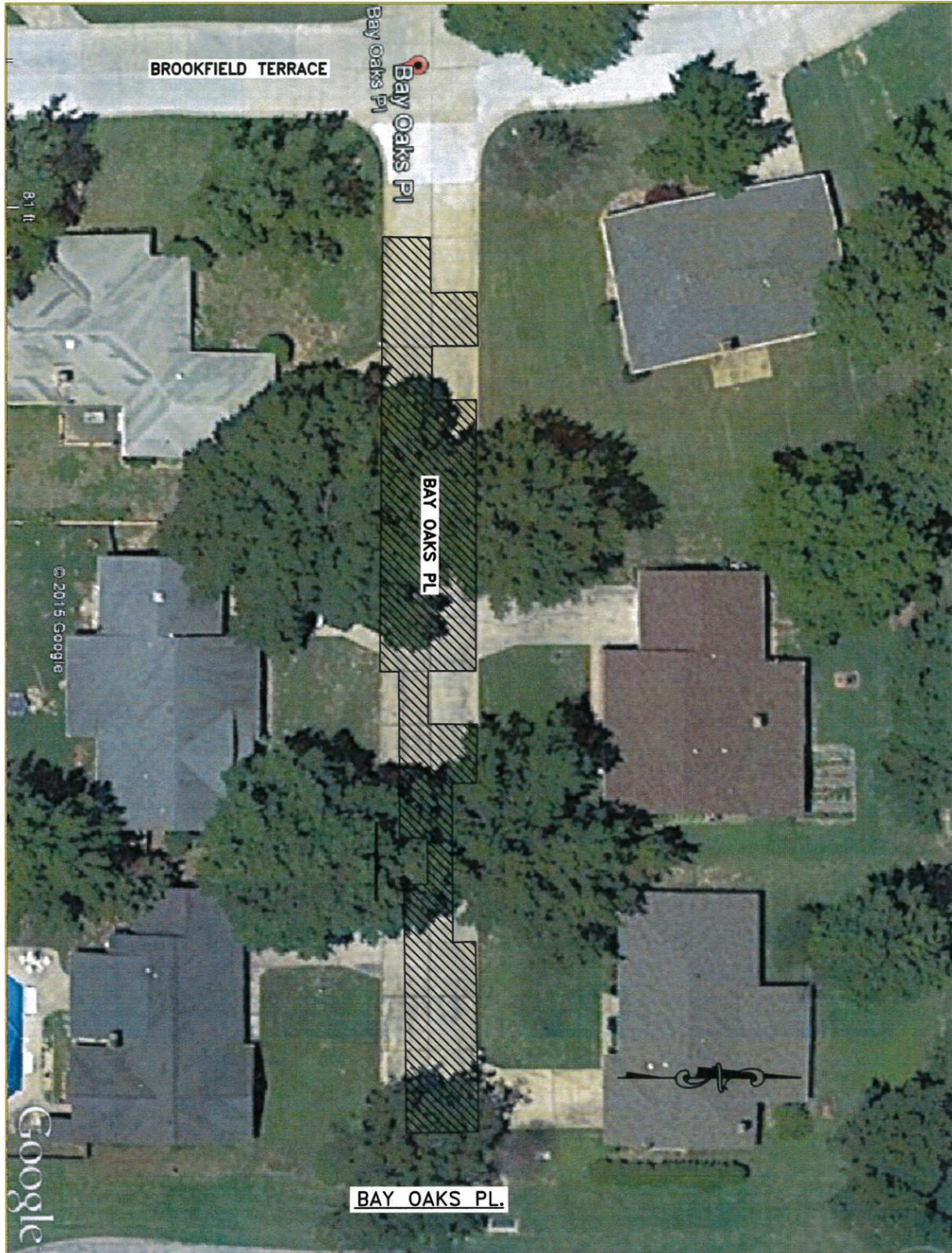
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CITY OF PRYOR  
 PRYOR, OKLAHOMA  
 CONCRETE STREET REPAIR

LARKSPUR CT,  
 HEATHER CT, AND OKLAHOMA ST

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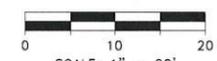
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CITY OF PRYOR  
 PRYOR, OKLAHOMA  
 CONCRETE STREET REPAIR

BAY OAKS PL

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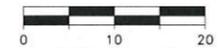
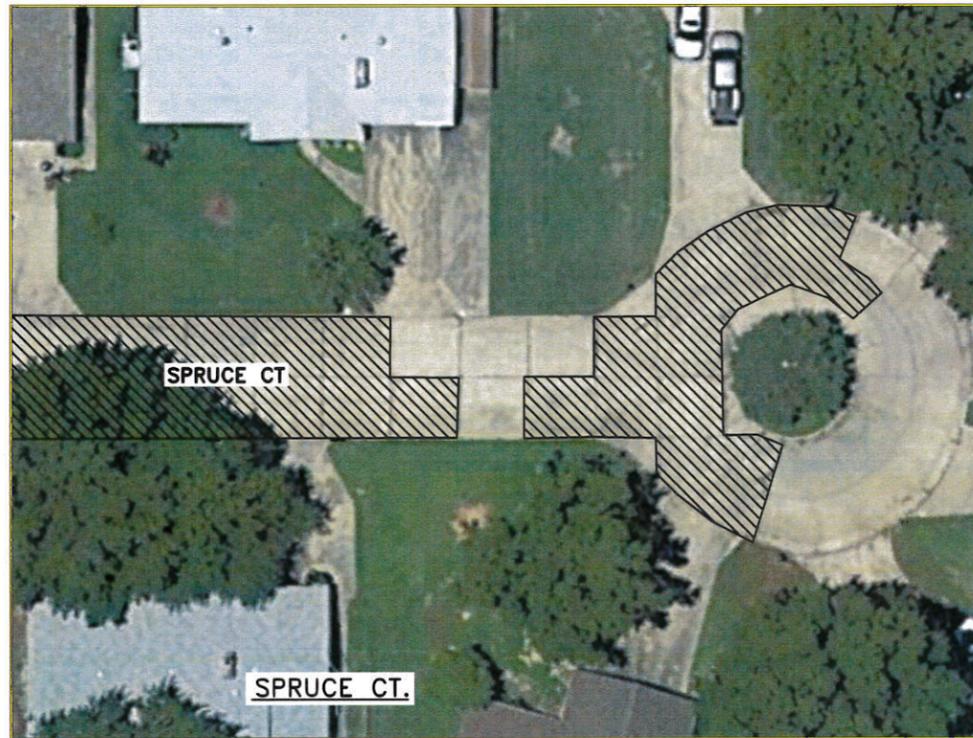
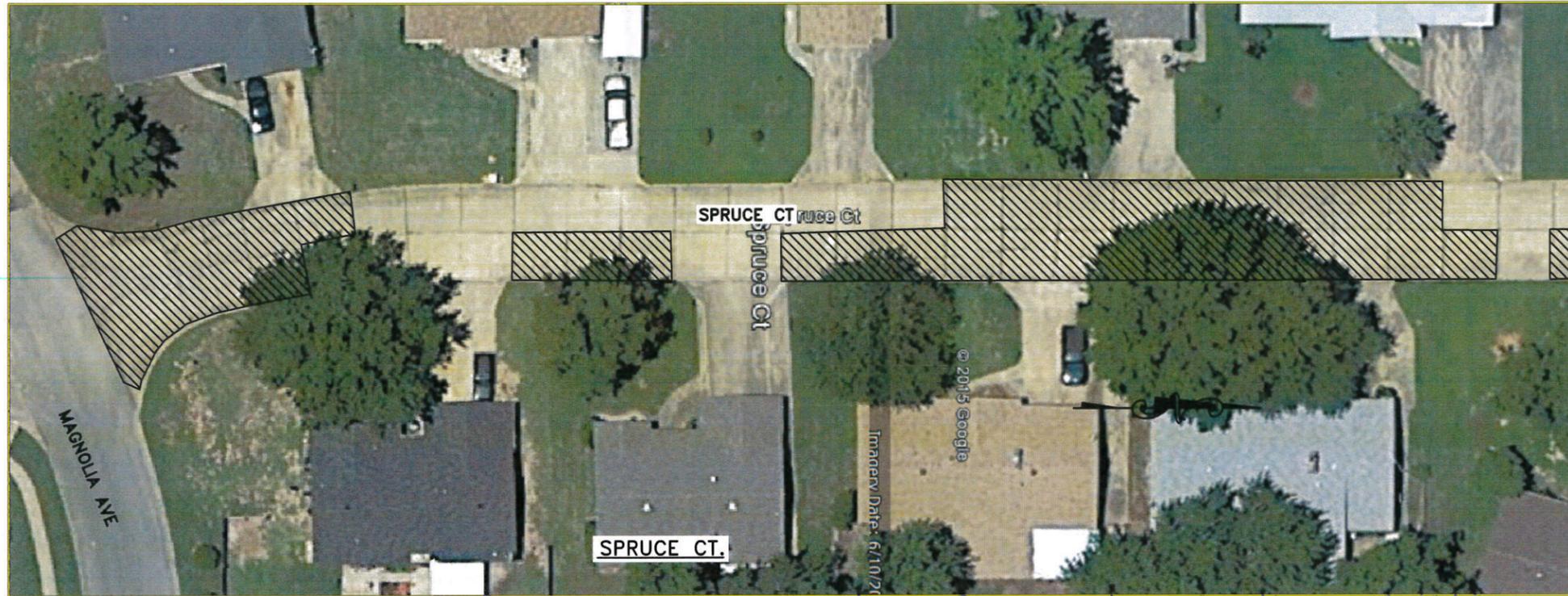
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CITY OF PRYOR  
 PRYOR, OKLAHOMA  
 CONCRETE STREET REPAIR

HAWTHORNE CT.  
 GINGER CT.

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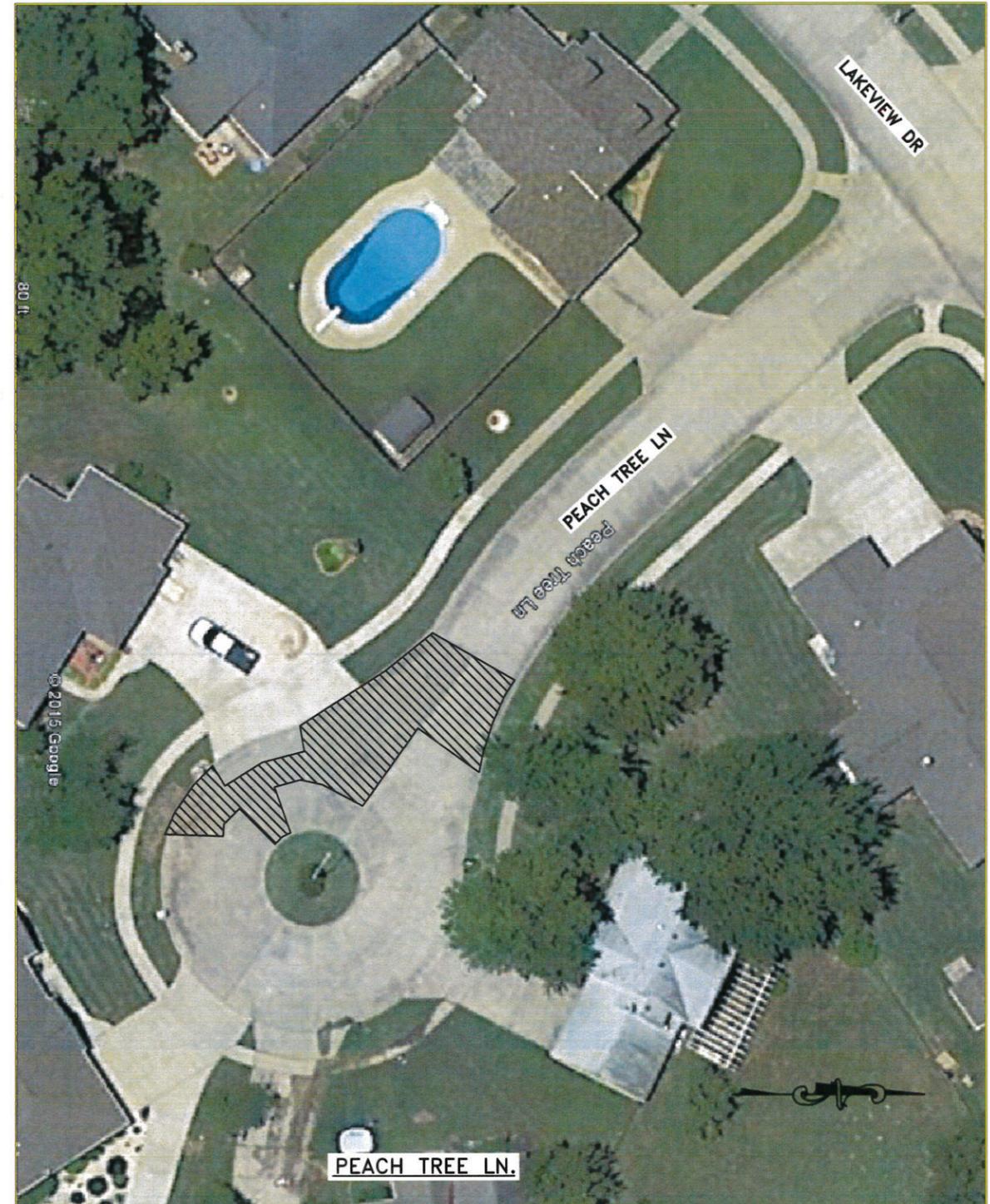
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CITY OF PRYOR  
 PRYOR, OKLAHOMA  
 CONCRETE STREET REPAIR

SPRUCE CT

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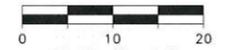
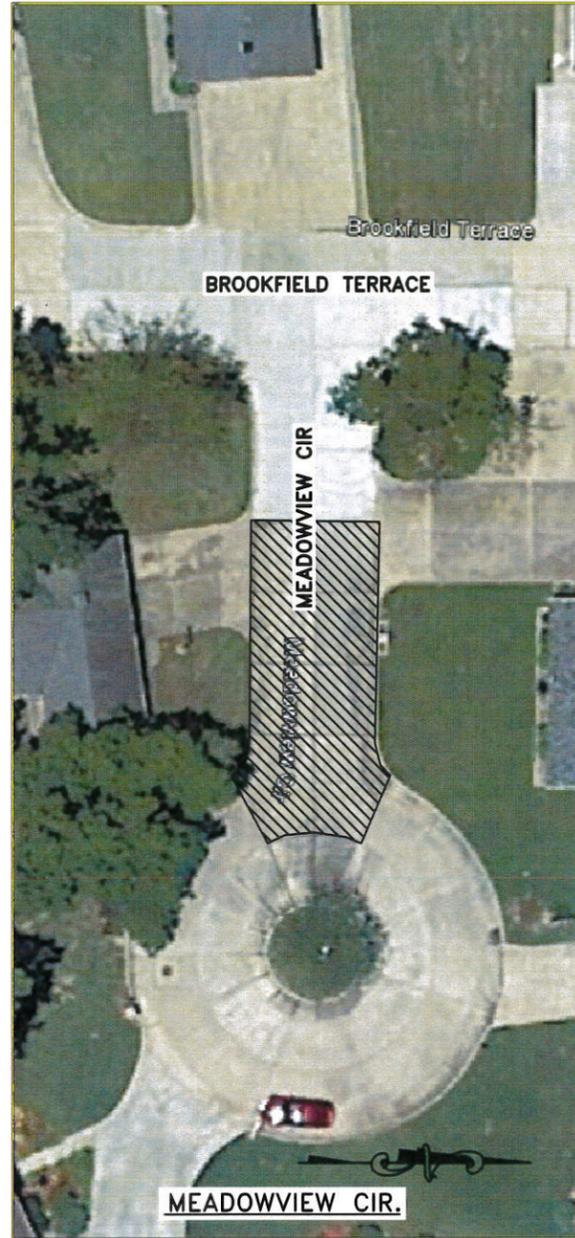
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CITY OF PRYOR  
 PRYOR, OKLAHOMA  
 CONCRETE STREET REPAIR

HICKORY LN AND PEACH TREE LN.

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Drawn	MGF
Approved	SAP



CITY OF PRYOR  
 PRYOR, OKLAHOMA  
 CONCRETE STREET REPAIR

CHERRY POINT LN. AND  
 MEADOWVIEW CIR

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Sheet: 13 OF 13	

## ARTICLE IV

### REDEMPTION OF BONDS

**SECTION 4.01. Optional Redemption of Bonds.** All that portion of the principal of the Bonds expressed to mature on or after September 1, 2019, is redeemable prior to maturity at the option of the Authority in whole or in part, in inverse order of maturity date, and by lot within a maturity, upon thirty (30) days notice at any time beginning September 1, 2018, at the principal amount thereof, plus accrued interest thereon to the date fixed for redemption.

**SECTION 4.02. Special Redemption.** The Bonds are subject to redemption, at the option of the Authority, in whole at any time if, as a result of any change in the Constitution of the United States of America or of the State or legislative or administrative action whether State or Federal, or by final judgment in a court of competent jurisdiction after the contest thereof by the Authority in good faith, wherein (i) the Indenture becomes void, unenforceable, or impossible to perform in accordance with the intent and purpose of the parties as expressed therein, or (ii) interest on the Bonds shall become includable in gross income for federal income tax purposes. Such redemption shall be made at a redemption price equal to 100% of the aggregate principal amount of the Bonds to be redeemed plus the interest accrued thereon to the redemption date.

**SECTION 4.03. Selection of Bonds to be Redeemed.** If less than all the Bonds shall be called for redemption under any provision of this Indenture permitting such partial redemption, the particular Bonds or portions of Bonds, within a particular maturity, to be redeemed shall be selected from all Bonds then Outstanding, by lot by the Trustee in such manner as the Trustee, in its sole discretion, may deem appropriate and fair; **PROVIDED, HOWEVER**, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof and that, in selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such registered Bond by \$5,000 (such amounts being hereinafter referred to as the "applicable units of principal amount"). If it is determined that one or more but not all of the \$5,000 units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the holder of such Bond shall forthwith surrender such Bond to the Trustee for (1) payment of redemption price (including interest to the date fixed for redemption) of the \$5,000 unit or units of principal amount called for redemption and (2) exchange for a new Bond or Bonds of the aggregate principal of such Bonds and such new Bond or Bonds shall be numbered corresponding to the numbers of the \$5,000 units of principal amount not called for redemption. **IF THE OWNER OF ANY SUCH BOND OF A DENOMINATION GREATER THAN \$5,000 SHALL FAIL TO PRESENT SUCH BOND TO THE TRUSTEE FOR PAYMENT AND EXCHANGE AS AFORESAID, SUCH BOND SHALL, NEVERTHELESS, BECOME DUE AND PAYABLE ON THE DATE FIXED FOR REDEMPTION TO THE EXTENT OF THE \$5,000 UNIT OR UNITS OF PRINCIPAL AMOUNT CALLED FOR REDEMPTION (AND TO THAT EXTENT ONLY).**

**SECTION 4.04. Notice of Redemption.** Notice of redemption shall be given by mailing a copy of the redemption notice by first class mail at least thirty (30) days prior to the date fixed for redemption to the holders of the Bonds to be redeemed at the addresses shown on the registration books; **PROVIDED, HOWEVER**, that failure duly to give such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds as to which no such failure or defect has occurred.

## ARTICLE VII

### BANK ACCOUNTS, DEPOSITS AND WITHDRAWALS

#### **SECTION 7.01. Gross Revenue Account.**

(a) **Maintenance and Deposits.** The Authority shall establish and maintain in a bank or banks selected by the Authority an account designated the "Pryor Public Works Authority Gross Revenue Account" (herein called the "Revenue Account") into which shall be deposited, daily, all Sales Tax Revenue. Except as herein otherwise specifically provided, the Authority shall have sole authority to withdraw money from the Revenue Account.

(b) **Payments From Account.** The Revenue Account shall be chargeable with the following payments, in the following order of priority:

- (i) Payments into the Bond Account as herein required;
- (ii) Payment of the fees and expenses due the Trustee for its services as bond trustee under this Indenture; and
- (iii) Use of any remainder by the Authority for any proper purpose or purposes of the Authority including but not limited to redemption prior to maturity of any indebtedness issued under this Indenture or any supplement thereto, and payments to or for the Authority or the City or any fund or funds of the Authority or the City.

#### **SECTION 7.02. Bond Account.**

(a) **Creation and Purpose.** There hereby is created in the Trustee an account designated the "Pryor Public Works Authority Bond Account" (herein called the "Bond Account"), which shall be used for the purpose of providing for the payments into the Sinking Fund of the Authority, provided for in Section 7.03 of this Indenture. However, the Trustee shall have sole authority to withdraw money from the Bond Account. All funds deposited and held in the Bond Account are subject to the lien of this Indenture as security for the performance of the obligations of the Authority under this Indenture and the payment of any indebtedness or obligations of the Authority at any time due or obligatory under the provisions of this Indenture and the bank or banks acting as the depository of the funds deposited and held in the Bond Account shall have no right of set-off or counterclaim against such funds at any time.

(b) **Deposits in Bond Account.** During each of the annual periods hereinafter specified, the Authority shall make monthly deposits into the Bond Account in aggregate amount (less credits for interest as provided in Section 7.07 of this Indenture) of not less than the amount necessary to punctually pay the principal of and interest on the Bonds as the same shall become due and payable. Each of such monthly deposits shall be made on or before the 25th day of the month (with the first of such monthly deposits to be made on or before December 25, 2011), and shall be equal, as nearly as practicable in the circumstances, to one-twelfth (1/12th) of the aggregate deposits so prescribed for that annual period (except that for the annual period ending August 31, 2012, such monthly payments shall be equal, as nearly as practicable in the circumstances, to one-ninth (1/9<sup>th</sup>) of the aggregate deposits so prescribed for that annual period); provided, that during

any semi-annual period specified in Section 7.02(c) hereof, the aggregate of such monthly deposits made into the Bond Account (including credits for interest as provided in Section 7.07 of this Indenture) shall not, in any event, be less than the amount required by Section 7.02(c) to be transferred from the Bond Account to the Sinking Fund of the Authority, at the close of such semi-annual period; and provided further that, if as of the 25th day of any month the aggregate of the amounts theretofore deposited in the Bond Account (from cash payments by the Authority and the aforesaid credits for interest) shall exceed the aggregate of the aforesaid minimum monthly payments for all of the monthly periods then elapsed, the Authority, at its option, may pay a lesser amount than the minimum herein specified for that monthly payment due on that date, but in no event shall any reduction in any such monthly payment be permitted to an extent which would result in there having been so deposited in the Bond Account an aggregate amount less than the total of the minimum monthly payments herein required for each aforesaid monthly period then elapsed. The amounts required to be so deposited have been calculated as follows:

<u>Annual Period</u> <u>Ending August 31</u>	<u>Minimum Total Deposits</u> <u>During Annual Period</u>
2012	\$ 584,779.15
2013	584,220.00
2014	583,820.00
2015	587,137.50
2016	583,837.50
2017	584,807.50
2018	584,487.50
2019	588,267.50
2020	586,210.00
2021	587,957.50
2022	583,557.50
2023	587,877.50
2024	585,282.50
2025	586,645.00
2026	586,752.50

Duplicate deposit slips, showing Bond Account deposits made in compliance with this Section 7.02(b), shall be furnished to the Trustee forthwith upon deposits being made.

(c) **Transfers from Bond Account to Sinking Fund.** On or before each February 25 and August 25, beginning February 25, 2012, the Trustee shall transfer from the Bond Account to the Sinking Fund an amount sufficient to enable payment of the principal of and interest on Outstanding Bonds maturing on the next ensuing interest-payment date. The amounts required to be so transferred from the Bond Account to the Sinking Fund have been calculated as follows:

<u>Year</u>	<u>February 25</u>	<u>August 25</u>
2012	\$ 35,962.90	\$ 548,816.25
2013	92,110.00	492,110.00
2014	89,410.00	494,410.00
2015	86,068.75	501,068.75
2016	81,918.75	501,918.75
2017	77,403.75	507,403.75

2018	72,243.75	512,243.75
2019	66,633.75	521,633.75
2020	60,605.00	525,605.00
2021	53,978.75	533,978.75
2022	46,778.75	536,778.75
2023	38,938.75	548,938.75
2024	30,141.25	555,141.25
2025	20,822.50	565,822.50
2026	10,876.25	575,876.25

(d) **Special Provisions in Event of Default.** Notwithstanding any other provision of this Article VII, so long as any uncured Event of Default shall exist under this Indenture, the Trustee may transfer all or any part of the Bond Account to the Sinking Fund or to any other fund provided in this Indenture which the Trustee deems proper.

**SECTION 7.03. Sinking Fund.**

(a) **Creation and Purposes.** There hereby is created, in the Trustee, a special fund designated the "Pryor Public Works Authority Sinking Fund" (herein called the "Sinking Fund") for the purposes of (a) paying, as the same shall become due and payable, the interest on the Bonds, and (b) paying, at maturity, the principal of the Bonds as provided herein, and (c) retiring Bonds before maturity, as provided herein, and (d) paying any money for which the Authority shall become obligated to the Trustee under this Indenture. The Trustee shall hold in trust all money transferred or paid into the Sinking Fund and promptly shall pay from the Sinking Fund money payable therefrom under this Indenture for the purposes specified in this Section 7.03.

(b) **Transfers from Sinking Fund for Payment of Maturing Interest and Principal and for Redemption of Bonds.** Prior to each date on which any interest on any of the Bonds shall become due and payable, the Trustee shall transfer from the Sinking Fund, into a special trust account, an amount sufficient to pay such maturing interest plus an amount sufficient to pay the principal of any of the Bonds maturing on that interest-payment date, and shall hold the same uninvested in trust for the payment of such interest and principal; and, at the same time, the Trustee also shall transfer from the Sinking Fund, into the special trust account, an amount sufficient to pay the principal of, premium, if any, and interest on any of the Bonds which shall have been called by it, as provided in Article II of this Indenture, for redemption prior to maturity on that interest-payment date, and shall hold the same uninvested in trust for the redemption of such Bonds. As between the Trustee and the Authority, all money so transferred for such purposes shall be deemed to have been paid by the Authority, but such transfer shall not affect any obligation of the Authority to any other person or entity.

(c) **Purchase of Bonds.** At any time, either before or after any Bonds may be called for prior redemption, the Authority may direct the Trustee to purchase one or more Bonds on the open market, out of any money in the Sinking Fund in excess of the aggregate amount then required to be on deposit in the Sinking Fund under the provisions of this Article VII, and, in that event, if the Trustee can so purchase any such Bond or Bonds at a price not exceeding the amount for which any Bond issued under this Indenture next shall be callable for prior redemption (but not including more interest than the next semi-annual interest thereon), it shall so purchase the same.

(d) **Credit for Principal and Interest on Redeemed Bonds.** In the event that any Bond

## ARTICLE XIII

### DEFEASANCE

**SECTION 13.01. Payment.** If the Authority shall pay or cause to be paid or there shall otherwise be paid, to the Owners of all Bonds the principal and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the assignment and pledge of the Trust Estate under this Indenture and all covenants, agreements and other obligations of the Authority to the Bondholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Authority and shall execute and deliver to the Authority all monies or securities held by it pursuant to this Indenture which are not required for the payment of principal or of interest on Bonds not theretofore surrendered for such payment. If the Authority shall pay or cause to be paid, or there shall otherwise be paid to the Owners of all Outstanding Bonds the principal thereof, interest and other amounts due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Indenture and all covenants, agreements and obligations of the Authority to the Bondholders shall thereupon cease, terminate and become void and be discharged and satisfied.

**SECTION 13.02. Provision for Payment.** Bonds or interest installments shall be deemed to have been paid within the meaning and within the effect expressed in this Indenture to the extent that Government Obligations, are pledged for the payment of the Bonds or interest installments at maturity and such Government Obligations are set aside and held in trust by the Trustee until such payment. All Outstanding Bonds and all interest on such Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in Section 13.01 if (a) there shall be Government Obligations the principal of and interest on which when due will provide monies, which shall be sufficient to pay when due the principal of and interest due at the maturity thereof; and (b) in the event such Bonds are not by their terms subject to payment within the next succeeding sixty (60) days the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to give, as soon as practicable, notice of payment that the deposit required by (a) above has been made with the Trustee and that such Bonds and interest thereon are deemed to have been paid in accordance with this Section and stating such maturity upon which monies are to be available for the payment of the principal of such Bonds.

**\*End of Article XIII\***

## ARTICLE XV

### PROVISIONS FOR ADDITIONAL INDEBTEDNESS

**SECTION 15.01. Right to Incur.** The Authority shall have the right to incur indebtedness secured equally and ratably with, but not superior to, the indebtedness evidenced by the Bonds, by issuing additional bonds or notes pursuant to a supplement to this Indenture as described in Section 14.01 hereof or pursuant to a separate indenture, but only for the purposes and under the conditions set forth in this Indenture and not otherwise. Nothing in this Indenture shall be construed to prevent the Authority from incurring any indebtedness so long as such indebtedness is not secured by any lien or charge on any part of the Trust Estate equal or superior to the lien of this Indenture.

**SECTION 15.02. Purposes Authorized.** Any such additional indebtedness so secured shall be incurred only for: (i) improving or enlarging any of the properties of the Authority or making major repairs or replacements thereof; or (ii) refunding any outstanding indebtedness of the Authority incurred for any of the foregoing purposes.

**SECTION 15.03. Conditions on Additional Indebtedness.** No additional indebtedness so secured shall be incurred for any of the purposes set forth in Section 15.02 hereof unless:

(a) No Event of Default exists under this Indenture;

(b) The Sales Tax Revenue for the twelve (12) full calendar months constituting the fiscal year of the Authority immediately preceding the incurring of such additional indebtedness, as certified by an independent certified public accountant employed by the Authority, shall have been at least equal to one and one quarter (1.25) times the maximum annual amount required to be deposited, during such twelve (12) month period (or if one full fiscal year shall not have elapsed since the date of the last incurring of indebtedness so secured, then at the aforesaid rate for such part of a fiscal year so elapsed) into the Authority's Bond Account under this Indenture and any supplement to this Indenture, including the supplemental indenture relating to the incurring of such additional indebtedness. Said average shall be determined by dividing the aggregate of payments required to be made into the Bond Account between the date of the evidence of said indebtedness and the date of final maturity thereof by the number of years between said dates; and

(c) Any indenture relating to the incurring of any such additional indebtedness so secured shall provide:

(i) That the evidences of such additional indebtedness shall be distinguishable, by series designation, from the Bonds; and

(ii) For payment of sufficient amounts to provide for the interest and principal maturity requirements for such additional indebtedness, in addition to the payments required under this Indenture and any prior supplement to this Indenture, and for transfers thereof from the Bond Account to the Sinking Fund in addition to like transfers required under this Indenture and any prior supplement to this Indenture.

(iii) That no indebtedness authorized by such supplement to this Indenture shall be expressed to mature, or shall be prepaid, except to such extent and at such times as the additional deposits provided to be made thereby shall enable the same to be done; and that

SALES TAX AGREEMENT

**THIS AGREEMENT** is made and entered into and effective the 1st day of December, 2011, by and between the **PRYOR PUBLIC WORKS AUTHORITY**, an Oklahoma public trust (hereinafter called the "**Authority**"), created pursuant to the laws of the State of Oklahoma (particularly, but not exclusively, Title 60, Oklahoma Statutes 2001, Sections 176 to 180.3, inclusive, and the Oklahoma Trust Act), and the **CITY OF PRYOR CREEK, OKLAHOMA**, a municipal corporation (hereinafter called the "**City**").

**WITNESSETH :**

**WHEREAS**, the City has requested that the Authority provide funds for the payment of the costs of construction and improvement of streets and related facilities and utility relocations, constructing, equipping and furnishing a new city hall and repairing, refurbishing and equipping the existing municipal recreation center (the "**Project**"); and

**WHEREAS**, the qualified electors of the City, voting at an election held on June 14, 2011, approved Ordinance No. 2011-1 (the "**Ordinance**") of the City Council of the City levying an excise tax of one-half of one percent (.50%) upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code, as set forth therein (the "**Sales Tax**") to be used for the purposes set forth therein, as more fully set forth in the Ordinance; and

**WHEREAS**, it has been determined that the Project will further the public purposes of the Authority; and

**WHEREAS**, in order to provide funds for the Project as aforesaid, the Authority intends to issue its Pryor Public Works Authority Capital Improvement Revenue Bonds, Series 2011, in the aggregate principal amount of \$7,000,000 (the "**Bonds**"); and

**WHEREAS**, the Authority has determined to enter into a Bond Indenture, dated December 1, 2011 (the "**Indenture**"), providing for the issuance of the Bonds, with RCB Bank, Claremore, Oklahoma, as trustee (the "**Trustee**"); and

**WHEREAS**, in order to secure the payment of the Bonds and the performance of the City under this Agreement, the City has determined to enter into this Agreement; and

**WHEREAS**, all things required to be done to make this Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and performed.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

1. **Issuance of Bonds by the Authority.** The Authority agrees, within a reasonable time after execution of this Agreement, to issue the Bonds and to expend the net proceeds thereof for payment of the costs and expenses of the Project and other capital improvement projects authorized by the Ordinance.

2. **Payments.** The City agrees, subject to availability and appropriation of funds, to transfer, as received, all proceeds of the Sales Tax (hereinafter referred to as the "**Sales Tax Payments**") on or before the 1st day of each month, beginning January 1, 2012, and any other dates as determined by the Authority, to the Trustee on behalf of the Authority for immediate deposit in the Authority's Revenue Fund created under the Indenture. Such Sales Tax Payments shall be used as set forth in the Indenture and shall be in such amounts as are necessary for the payment when due (whether upon the scheduled due date, upon purchase, or acceleration, or otherwise) of (a) principal of and interest on the Bonds coming due at such time, and (b) all other amounts due under the Indenture. In any case where the date fixed for any payment from the City to the Trustee on behalf of the Authority shall not be a Business Day (as defined in the Indenture), then such payment may be made on the next succeeding Business Day. In the event that Sales Tax Payments

**OFFICIAL MUNICIPAL ABSENTEE BALLOT  
SPECIAL ELECTION  
JUNE 14, 2011  
CITY OF PRYOR CREEK  
MAYES COUNTY, OKLAHOMA**

**OFFICIAL MUNICIPAL ABSENTEE BALLOT  
SPECIAL ELECTION  
JUNE 14, 2011  
CITY OF PRYOR CREEK  
MAYES COUNTY, OKLAHOMA**

TO VOTE: Complete the arrow(s) ←  
pointing to your choice(s), like this ←

**USE A #2 PENCIL (NO INK)**

**PROPOSITION**

SHALL ORDINANCE NO. 2011-1 ADOPTED THE 12TH DAY OF APRIL, 2011, WHICH EXTENDS THE EXISTING 1/2 OF 1% TAX ON THE GROSS RECEIPTS OR PROCEEDS ON CERTAIN SALES AS THEREIN DEFINED; PROVIDES THAT THE REVENUES OF THE TAX ARE TO BE USED FOR (1) CONSTRUCTING AND IMPROVING STREETS AND RELATED DRAINAGE FACILITIES AND UTILITY RELOCATIONS; (2) CONSTRUCT, EQUIP AND FURNISH A NEW CITY HALL; AND (3) REPAIRING, REFURBISHING, AND EQUIPPING THE EXISTING MUNICIPAL RECREATION CENTER; AND/OR FOR THE PAYMENT OF PRINCIPAL OF AND INTEREST ON ANY INDEBTEDNESS, INCLUDING REFUNDING INDEBTEDNESS, INCURRED BY OR ON BEHALF OF THE CITY OF PRYOR CREEK, OKLAHOMA FOR SUCH PURPOSES; DEFINES TERMS; PRESCRIBES PROCEDURES, REMEDIES, LIEN AND FIXES PENALTIES; FIXES EFFECTIVE DATE, MAKES THE PROVISIONS SEVERABLE AND DECLARES AN EMERGENCY BE APPROVED?

**FOR THE PROPOSITION - YES** ←

**AGAINST THE PROPOSITION - NO** ←

**RESOLUTION NO. 2011-2**

**A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF AN ELECTION TO BE HELD IN THE CITY OF PRYOR CREEK, OKLAHOMA, ON THE 14TH DAY OF JUNE, 2011, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED VOTERS OF SAID CITY THE QUESTION OF WHETHER ORDINANCE NO. 2011-1 ADOPTED THE 12TH DAY OF APRIL, 2011, SHALL BE APPROVED WHICH EXTENDS THE EXISTING SALES TAX OF ONE-HALF OF ONE PERCENT (1/2%) LEVIED AND ASSESSED UNDER ORDINANCE NO. 2002-1 UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TO ANY PERSON TAXABLE UNDER THE SALES TAX LAW OF OKLAHOMA; PROVIDES FOR THE PURPOSE OF THE SALES TAX; DEFINES TERMS; PRESCRIBES PROCEDURES, REMEDIES, LIEN AND FIXES PENALTIES; FIXES EFFECTIVE DATE AND MAKING PROVISIONS SEVERABLE; AND NOTIFYING THE MAYES COUNTY ELECTION BOARD OF THE HOLDING OF SUCH ELECTION.**

**WHEREAS**, the City Council of the City of Pryor Creek, Oklahoma, has heretofore adopted Ordinance No. 2002-1 levying and assessing a three-fourths of one percent (0.75%) sales tax on the gross receipts or proceeds on certain sales as therein defined; and

**WHEREAS**, Section 2(a) of Ordinance No. 2002-1 provides that the one-half of one percent sales tax used for debt service on the municipal recreation center facility indebtedness shall terminate at the earliest possible date that sales tax revenues are sufficient to retire such indebtedness to acquire, construct and equip the municipal recreation center facility, but in no event to exceed fifteen (15) years after said sales tax becomes effective; and

**WHEREAS**, the City has heretofore issued its General Obligation Bonds of 2003, in the original principal amount of \$6,000,000, to acquire, construct and equip the municipal recreation center facility; and

**WHEREAS**, it is presently anticipated that on or before October 1, 2011, there will be sufficient revenues available from the foregoing one-half of one percent sales tax levied and assessed under Ordinance No. 2002-1, to retire all of the indebtedness evidenced by the General Obligation Bonds of 2003, at which time the one-half of one percent sales tax levied and assessed under Ordinance No. 2002-1 shall terminate; and

**WHEREAS**, the City Council of the City of Pryor Creek, Oklahoma, has adopted Ordinance No. 2011-1 which extends the foregoing one-half of one percent sales tax levied and assessed under Ordinance No. 2002-1 on the gross receipts or proceeds on certain sales as therein defined, provides for the purpose of the sales tax; defines terms, prescribes procedures, remedies, lien and fixes penalties, fixes effective date, makes provisions severable and declares an emergency, subject to the approval of a majority of the registered voters of the City of Pryor Creek, Oklahoma, voting on the same in the manner prescribed by Title 11, Oklahoma Statutes 2001, Sections 16-101 and 16-112, as amended;

and

**WHEREAS**, Title 26, Oklahoma Statutes 2001, Section 13-102, as amended, requires the City of Pryor Creek, Oklahoma, to give sixty (60) days' notice by resolution of the said special election to the Mayes County Election Board, stating therein the date of said election, the questions to be voted upon at such election, and other information necessary for conducting such election.

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

**Section 1.** That the Mayor of the City of Pryor Creek, Oklahoma, be and is hereby authorized and directed to call a special election to be held in the City of Pryor Creek, Oklahoma, on the 14th day of June, 2011, for the purpose of submitting the question as to whether Ordinance No. 2011-1 shall be approved which extends the existing 1/2 of 1% sales tax levied under Ordinance No. 2002-1 on the gross receipts or proceeds on certain sales as therein defined, provides for the purpose of the sales tax; defines terms, prescribes procedures, remedies, lien and fixes penalties, fixes effective date, makes the provisions severable and declares an emergency.

**Section 2.** That the ballot setting forth the following proposition shall be submitted to the registered, qualified voters of the City of Pryor Creek, Oklahoma, at said election, to wit:

“PROPOSITION

SHALL ORDINANCE NO. 2011-1 ADOPTED THE 12TH DAY OF APRIL, 2011, WHICH EXTENDS THE EXISTING 1/2 of 1% TAX ON THE GROSS RECEIPTS OR PROCEEDS ON CERTAIN SALES AS THEREIN DEFINED; PROVIDES THAT THE REVENUES OF THE TAX ARE TO BE USED FOR (1) CONSTRUCTING AND IMPROVING STREETS AND RELATED DRAINAGE FACILITIES AND UTILITY RELOCATIONS; (2) CONSTRUCT, EQUIP AND FURNISH A NEW CITY HALL; AND (3) REPAIRING, REFURBISHING, AND EQUIPPING THE EXISTING MUNICIPAL RECREATION CENTER; AND/OR FOR THE PAYMENT OF PRINCIPAL OF AND INTEREST ON ANY INDEBTEDNESS, INCLUDING REFUNDING INDEBTEDNESS, INCURRED BY OR ON BEHALF OF THE CITY OF PRYOR CREEK, OKLAHOMA FOR SUCH PURPOSES; DEFINES TERMS; PRESCRIBES PROCEDURES, REMEDIES, LIEN AND FIXES PENALTIES; FIXES EFFECTIVE DATE, MAKES THE PROVISIONS SEVERABLE AND DECLARES AN EMERGENCY BE APPROVED?

The ballot setting forth the above proposition shall also contain in connection with such proposition the following words:

**FOR** ← -----  
The Above Proposition

**AGAINST** ← -----  
The Above Proposition

If the voter desires to vote for the above Proposition, the voter shall complete the arrow to the right of the word “FOR”.

If the voter desires to vote against the above Proposition, the voter shall complete the arrow to the right of the word “AGAINST”.

**Section 3.** That only the registered voters of the City of Pryor Creek, Oklahoma, may vote upon the proposition as above set forth; that the said proposition, as set forth above, must be approved by a majority of the said voters voting on the proposition at said election; and that the returns of said election shall be made to and canvassed by the Mayes County Election Board. That the Mayes County Election Board shall be notified of such special election by receipt of a copy of this Resolution.

**APPROVED**, this 12th day of April, 2011.

**Mayor** *Jimmy J. Thomas*

**ATTEST:**

*Eva Smith*  
**City Clerk**

(SEAL)

MCEB Filed

Date 4-13-11 Time 11:27 am

Signature *Jill McCulloch*

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## Adopted Building Codes

Code Adopted	Effective Date of Adoption	Modifications to the code
International Residential Code ®, 2009 Edition (IRC®, 2009)	July 15, 2011	<a href="#">Click Here</a> for modifications to the code adopted by reference.
International Building Code ®, 2015 Edition (IBC®, 2015)	November 1, 2015	<a href="#">Click Here</a> for modifications to the code adopted by reference.
International Existing Building Code®, 2015 Edition (IEBC®, 2015)	November 1, 2015	<a href="#">Click Here</a> for modifications to the code adopted by reference.
International Fire Code ®, 2015 Edition (IFC®, 2015)	November 1, 2015	<a href="#">Click Here</a> for modifications to the code adopted by reference.
International Fuel Gas Code ®, 2015 Edition (IFGC®, 2015)	November 1, 2015	<a href="#">Click Here</a> for modifications to the code adopted by reference.
International Mechanical Code ®, 2015 Edition (IMC®, 2015)	November 1, 2015	<a href="#">Click Here</a> for modifications to the code adopted by reference.
International Plumbing Code ®, 2015 Edition (IPC®, 2015)	November 1, 2015	<a href="#">Click Here</a> for modifications to the code adopted by reference.
National Electrical Code ®, 2014 Edition (NEC®, 2014)	November 1, 2015	<a href="#">Click Here</a> for modifications to the code adopted by reference.

Base model codes have been adopted by reference and amended at the state level. Only the state amendments are available on this website for viewing and download. For information about the base model codes, see the Resources page.

PLEASE NOTE: [Click Here](#) for a link to the Federal ADA Requirements



ORDINANCE NO. 2015 - \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PRYOR CREEK ADOPTING THE ~~2006~~ 2015 EDITION OF THE *INTERNATIONAL BUILDING CODE*, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE AND THE DEMOLITION OF SUCH STRUCTURES IN THE CITY OF PRYOR CREEK; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; AND REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.**

**THE CITY OF THE CITY OF PRYOR CREEK DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** That a certain document, four (4) copies of which are on file, one (1) each, in the offices of the city clerk, fire chief, building inspector, and public library of the city of Pryor Creek, being marked and designated as the *International Building Code*, ~~2006~~ 2015 edition, as published by the International Code Council (ICC), as amended and revised by the Oklahoma Uniform Building Code Commission (OUBCC), be and is hereby adopted as the Building Code of the City of Pryor Creek, in the State of Oklahoma for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file in the office of the City of Pryor are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2:** The following sections are hereby revised:

Section 101.1: City of Pryor Creek.

Section 1612.3: City of Pryor Creek.

Section 1612.3: September 16, 2011.

Section 3412.2: April 1, 2015.

**SECTION 3:** That Ordinance No. 2006-9, 9-19-2006 and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 5:** That nothing in this ordinance or in the Building Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 6.** That the City Clerk is hereby ordered and directed to cause this ordinance to be published one time in a newspaper in general circulation.

**SECTION 7.** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK,  
OKLAHOMA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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Jimmy Tramel, Mayor

Approved for Form and Legality:

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K. Ellis Ritchie, City Attorney

Attest by:

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Eva Smith, City Clerk

ORDINANCE NO. 2015 - \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PRYOR CREEK ADOPTING THE ~~2006~~ 2015 EDITION OF THE *INTERNATIONAL EXISTING BUILDING CODE*, REGULATING AND GOVERNING THE REPAIR, ALTERATION, CHANGE OF OCCUPANCY, ADDITION AND RELOCATION OF EXISTING BUILDINGS, INCLUDING HISTORIC BUILDINGS, IN THE CITY OF PRYOR CREEK; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR.**

**THE CITY OF THE CITY OF PRYOR CREEK DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** That a certain document, four (4) copies of which are on file, one (1) each, in the offices of the city clerk, fire chief, building inspector, and public library of the city of Pryor Creek, being marked and designated as the *International Existing Building Code*, ~~2006~~ 2015 edition, as published by the International Code Council (ICC), be and is hereby adopted as the Existing Building Code of the City of Pryor Creek, in the State of Oklahoma for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Existing Building Code on file in the office of the City of Pryor Creek are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2:** The following sections are hereby revised:

Section 101.1. Insert: City of Pryor Creek.

Section 1301.2. Insert: April 1, 2015

**SECTION 3:** That Ordinance No. 2006-7 and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 5:** That nothing in this ordinance or in the In Existing Building Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 6:** That the City Clerk is hereby ordered and directed to cause this ordinance to be published one time in a newspaper in general circulation.

**SECTION 7:** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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Jimmy Tramel, Mayor

Approved for Form and Legality:

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K. Ellis Ritchie, City Attorney

Attest by:

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Eva Smith, City Clerk

ORDINANCE NO. 2015 - \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PRYOR CREEK ADOPTING THE ~~2006~~ 2015 EDITION OF THE *INTERNATIONAL FIRE CODE*, REGULATING AND GOVERNING THE SAFEGUARDING OF LIFE AND PROPERTY FROM FIRE AND EXPLOSION HAZARDS ARISING FROM THE STORAGE, HANDLEING AND USE OF HAZARDOUS SUBSTANCES, MATERIALS AND DEVICES, AND FORM CONDITIONS HAZARDOUS TO LIFE OR PROERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES IN THE CITY OF PRYOR CREEK; PROVIDING FOR ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; AND REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.**

**THE CITY OF THE CITY OF PRYOR CREEK DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** That a certain document, four (4) copies of which are on file, one (1) each, in the offices of the city clerk, fire chief, building inspector, and public library of the city of Pryor Creek, being marked and designated as the *International Fire Code*, 2006 2015 edition, including Appendix Chapters D, E, F, G, H, I, and J (see *International Fire Code* Section 101.2.1, 2006 2015 edition), as published by the International Code Council (ICC), as amended and revised by the Oklahoma Uniform Building Code Commission (OUBCC), be and is hereby adopted as the Fire Code of the City of Pryor Creek, in the State of Oklahoma for regulating and governing the safeguarding of life and property from fire explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of Pryor Creek are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2:** The following sections are hereby revised:

Section 101.1.: City of Pryor Creek.

Table 109.3.: See Chapter 4, General Penalty.

Section 111.4.: See Appendix A, Schedule of Fees and Charges.

**SECTION 3:** That the geographic limits referred to in certain sections of the ~~2006~~ 2015 *International Fire Code* are hereby established as follows:

Section 3404.2.9.6.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): Contact Building Inspector.

Section 3406.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited): Contact Building Inspector.

Section 3506.2 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): Contact Building Inspector

Section 3804.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): Contact Building Inspector.

**SECTION 4:** That Ordinance No. 2006-10 of the City of Pryor Creek and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5:** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 6:** That nothing in this ordinance or in the Residential Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or

ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 7:** That the City Clerk is hereby ordered and directed to cause this ordinance to be published one time in a newspaper in general circulation.

**SECTION 8:** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK,  
OKLAHOMA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Jimmy Tramel, Mayor

Approved for Form and Legality:

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

Attest by:

\_\_\_\_\_  
Eva Smith, City Clerk

ORDINANCE NO. 2015 - \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PRYOR CREEK ADOPTING THE ~~2006~~ 2015 EDITION OF THE *INTERNATIONAL FUEL GAS CODE*, REGULATING AND GOVERNING FUEL GAS SYSTEMS AND GAS-FIRED APPLIANCES IN THE IN THE CITY OF PRYOR CREEK; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; REPEALING ORDINANCE NO. 2006-11 OF THE CITY OF PRYOR CREEK AND ALL PARTS OF THE ORDINANCE IN CONFLICT THEREWITH.**

**THE CITY OF THE CITY OF PRYOR CREEK DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** That a certain document, four (4) copies of which are on file, one (1) each, in the offices of the city clerk, fire chief, building inspector, and public library of the city of Pryor Creek, being marked and designated as the *International Fuel Gas Code*, ~~2006~~ 2015 edition, as published by the International Code Council (ICC), as amended and revised by the Oklahoma Uniform Building Code Commission (OUBCC), be and is hereby adopted as the Fuel Gas Code of the City of Pryor Creek, in the State of Oklahoma for regulating and governing fuel gas systems and gas-fired appliances herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fuel Gas Code on file in the office of the City of Pryor Creek are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2:** The following sections are hereby revised:

Section 101.1. Insert: City of Pryor Creek.

Section 106.6.2. Insert: See Appendix A, Schedule of Fees and Charges.

Section 106.6.3. Insert: fifty percent (50%); fifty percent (50%).

Section 108.4. Insert: See Chapter 4, General Penalty.

Section 108.5. Insert: See Appendix A, Schedule of Fees and Charges.

Section 109 through 109.7. Deleted and Insert Replacement: Sections 109 through 109.7 of this code are intentionally deleted from the *International Mechanical Code*, ~~2006~~ 2015 edition. Appeals from a decision of the code official shall be governed by title 10 chapter 2 of the *Pryor Creek City Code*.

**SECTION 3:** That Ordinance No. 2006-11 of the City of Pryor Creek and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 5:** That nothing in this ordinance or in the Fuel Gas Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 6.** That the City Clerk is hereby ordered and directed to cause this ordinance to be published one time in a newspaper in general circulation.

**SECTION 7.** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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Jimmy Tramel, Mayor

Approved for Form and Legality:

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K. Ellis Ritchie, City Attorney

Attest by:

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Eva Smith, City Clerk

ORDINANCE NO. 2015 - \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PRYOR CREEK ADOPTING THE ~~2006~~ 2015 EDITION OF THE *INTERNATIONAL MECHANICAL CODE*, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF MECHANICAL SYSTEMS IN THE CITY OF PRYOR CREEK; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; REPEALING ORDINANCE NO. 2006-12 OF THE CITY OF PRYOR CREEK AND ALL PARTS OF THE ORDINANCE IN CONFLICT THEREWITH.**

**THE CITY OF THE CITY OF PRYOR CREEK DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** That a certain document, four (4) copies of which are on file, one (1) each, in the offices of the city clerk, fire chief, building inspector, and public library of the city of Pryor Creek, being marked and designated as the *International Mechanical Code, ~~2006~~ 2015* edition, as published by the International Code Council (ICC), as amended and revised by the Oklahoma Uniform Building Code Commission (OUBCC), be and is hereby adopted as the Mechanical Code of the City of Pryor Creek, in the State of Oklahoma for regulating and governing the design, construction, quality of material, erection, installation, alterations, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems as herein provided; providing for issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code on file in the office of the City of Pryor Creek are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2:** The following sections are hereby revised:

Section 101.1. Insert: City of Pryor Creek.

Section 106.5.2. Insert: See Appendix A, Schedule of Fees and Charges.

Section 106.5.3. Insert: fifty percent (50%); fifty percent (50%).

Section 108.4. Insert: See Chapter 4, General Penalty.

Section 108.5. Insert: See Appendix A, Schedule of Fees and Charges.

Section 109 through 109.7. Deleted and Insert Replacement: Sections 109 through 109.7 of this code are intentionally deleted from the *International Mechanical Code, ~~2006~~ 2015 edition*. Appeals from a decision of the code official shall be governed by title 10 chapter 2 of the *Pryor Creek City Code*.

**SECTION 3:** That Ordinance No. 2006-12 of the City of Pryor Creek and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 5:** That nothing in this ordinance or in the Mechanical Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 6.** That the City Clerk is hereby ordered and directed to cause this ordinance to be published one time in a newspaper in general circulation.

**SECTION 7.** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK,  
OKLAHOMA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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Jimmy Tramel, Mayor

Approved for Form and Legality:

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K. Ellis Ritchie, City Attorney

Attest by:

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Eva Smith, City Clerk

ORDINANCE NO. 2015 - \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PRYOR CREEK ADOPTING THE ~~2006~~ 2009 EDITION OF THE *INTERNATIONAL PROPERTY MAINTENANCE CODE*, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STURCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIOINS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARTY AND FIT FOR OCCUPATION AND USE; AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE, AND THE DEMOLITION OF SUCH EXISTING STRUCTUTRES IN THE CITY OF PRYOR CREEK; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; AND REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.**

**THE CITY OF THE CITY OF PRYOR CREEK DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** That a certain document, four (4) copies of which are on file, one (1) each, in the offices of the city clerk, fire chief, building inspector, and public library of the city of Pryor Creek, being marked and designated as the *International Property Maintenance Code*, 2006 2009 edition, as published by the International Code Council (ICC), be and is hereby adopted as the Property Maintenance Code of the City of Pryor Creek, in the State of Oklahoma for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures unfit for human occupancy and use; and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the City of Pryor Creek are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2:** The following sections are hereby revised:

Section 101.1. Insert: City of Pryor Creek.

Section 103.5. Insert: See Appendix A, Schedule of Fees and Charges.

Section 112.4. Insert: two five hundred dollar (\$500.00), five hundred dollars (\$500.00), plus a one hundred fifty dollar (\$150.00) administrative fee for all public nuisance abatement.

Section 302.4. Insert: Twelve inches (12")

Section 304.14.: January 1; December 31.

Section 602.3. Insert: September 1; June 1.

Section 602.4. Insert: September 1; June 1.

**SECTION 3:** That Ordinance No. 2006-8 and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 5:** That nothing in this ordinance or in the Existing Building Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 6:** That the City Clerk is hereby ordered and directed to cause this ordinance to be published one time in a newspaper in general circulation.

**SECTION 7:** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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Jimmy Tramel, Mayor

Approved for Form and Legality:

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K. Ellis Ritchie, City Attorney

Attest by:

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Eva Smith, City Clerk

ORDINANCE NO. 2015 - \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PRYOR CREEK ADOPTING THE 2006 2009 EDITION OF THE *INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE*, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF INDIVIDUAL SEWAGE DISPOSAL SYSTEMS IN THE CITY OF PRYOR CREEK; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; REPEALING ORDINANCE NO. 2004-8 OF THE CITY OF PRYOR CREEK AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.**

**THE CITY OF THE CITY OF PRYOR CREEK DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** That a certain document, four (4) copies of which are on file, one (1) each, in the offices of the city clerk, fire chief, building inspector, and public library of the city of Pryor Creek, being marked and designated as the *International Private Sewage Disposal Code, 2006 2009 edition*, , as published by the International Code Council (ICC), as amended and revised by the Oklahoma Uniform Building Code Commission (OUBCC), is hereby adopted as the Private Sewage Disposal Code of the City of Pryor Creek, in the State of Oklahoma regulating and governing the design, construction, quality of material, erection, installation, alterations, repair, location, relocation, replacement, addition to, use or maintenance of individual sewage disposal systems as herein provided; providing for issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Private Sewage Disposal Code on file in the office of the City of Pryor Creek are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2:** The following sections are hereby revised:

Section 101.1. Insert: City of Pryor Creek.

Section 106.4.2. Insert: See Appendix A, Schedule of Fees and Charges.

Section 106.4.3. Insert: fifty (50), fifty (50).

Section 108.4. Insert: See Chapter 4, General Penalty.

Section 108.5. Insert: See Appendix A, Schedule of Fees and Charges.

Section 109 through 109.7. Deleted and Insert Replacement: Sections 109 through 109.7 of this code are intentionally deleted from the *International Private Sewage Disposal Code, 2006 2009 edition*. Appeals from a decision of the code official shall be governed by title 10 chapter 2 of the *Pryor Creek City Code*.

**SECTION 3:** That Ordinance No. 2006-9 of the City of Pryor Creek and repealing all other ordinances and parts of the ordinance in conflict therewith.

**SECTION 4:** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 5:** That nothing in this ordinance or in the Plumbing Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 6.** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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Jimmy Tramel, Mayor

Approved for Form and Legality:

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K. Ellis Ritchie, City Attorney

Attest by:

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Eva Smith, City Clerk

ORDINANCE NO. 2015 - \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PRYOR CREEK ADOPTING THE 2009 EDITION OF THE *INTERNATIONAL RESIDENTIAL CODE*, REGULATING AND GOVERNING THE CONSTRUCTION, ALTERATION, MOVEMENT, ENLARGEMENT, REPLACEMENT, REPAIR, EQUIPMENT, LOCATION, REMOVAL AND DEMOLITION OF DETACHED ONE- AND TWO-FAMILY DWELLINGS AND MULTIPLE SINGLE FAMILY DWELLINGS (TOWNHOUSES) NOT MORE THAN THREE STORIES IN HEIGHT WITH SEPARATE MEANS OF EGRESS IN THE CITY OF PRYOR CREEK; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; REPEALING ORDINANCE NO. 2006-6 OF THE CITY OF PRYOR CREEK AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.**

**THE CITY OF THE CITY OF PRYOR CREEK DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** That a certain document, four (4) copies of which are on file, one (1) each, in the offices of the city clerk, fire chief, building inspector, and public library of the city of Pryor Creek, being marked and designated as the *International Residential Code*, 2006 2009 edition, as published by the International Code Council (ICC), as amended and revised by the Oklahoma Uniform Building Code Commission (OUBCC), be and is hereby adopted as the Residential Code of the City of Pryor Creek, in the State of Oklahoma for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two- dwellings and multiple single family dwellings (townhouse) not more than three stories in height with separate means of egress as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code on file in the office of the City of Pryor Creek are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2:** The following sections are hereby revised:

Section R101.1. Insert: City of Pryor Creek.

Table R301.2 (1) Insert: Design criteria.

Section P2603.6.1 Insert: Six inches (6"); twelve inches (12").

**SECTION 3:** That Ordinance No. 2006-6 of the City of Pryor Creek and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 5:** That nothing in this ordinance or in the Residential Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 6.** That the City Clerk is hereby ordered and directed to cause this ordinance to be published one time in a newspaper in general circulation.

**SECTION 7.** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK,  
OKLAHOMA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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Jimmy Tramel, Mayor

Approved for Form and Legality:

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K. Ellis Ritchie, City Attorney

Attest by:

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Eva Smith, City Clerk

ORDINANCE NO. 2015 - \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PRYOR CREEK ADOPTING THE ~~2006~~ 2015 EDITION OF THE *INTERNATIONAL PLUMBING CODE*, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF PLUMBING SYSTEM IN THE CITY OF PRYOR CREEK; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; REPEALING ORDINANCE NO. 2006-9 OF THE CITY OF PRYOR CREEK AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.**

**THE CITY OF THE CITY OF PRYOR CREEK DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** That a certain document, four (4) copies of which are on file, one (1) each, in the offices of the city clerk, fire chief, building inspector, and public library of the city of Pryor Creek, being marked and designated as the *International Plumbing Code*, ~~2006~~ 2015 edition, as published by the International Code Council (ICC), as amended and revised by the Oklahoma Uniform Building Code Commission (OUBCC), is hereby adopted as the Plumbing Code of the City of Pryor Creek, in the State of Oklahoma regulating and governing the design, construction, quality of material, erection, installation, alterations, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems as herein provided; providing for issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code on file in the office of the City of Pryor Creek are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2:** The following sections are hereby revised:

Section 101.1. Insert: City of Pryor Creek.

Section 106.6.2. Insert: See Appendix A, Schedule of Fees and Charges.

Section 106.6.3. Insert: fifty (50), fifty (50).

Section 108.4. Insert: See Chapter 4, General Penalty.

Section 108.5. Insert: See Appendix A, Schedule of Fees and Charges.

Section 109 through 109.7. Deleted and Insert Replacement: Sections 109 through 109.7 of this code are intentionally deleted from the *International Plumbing Code, 2006 2015 edition*. Appeals from a decision of the code official shall be governed by title 10 chapter 2 of the *Pryor Creek City Code*.

Section 305.6.1. Insert: Six inches (6"); twelve inches (12").

Section 904.1. Insert: Twelve inches (12")

**SECTION 3:** That Ordinance No. 2006-9 of the City of Pryor Creek and repealing all other ordinances and parts of the ordinance in conflict therewith.

**SECTION 4:** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 5:** That nothing in this ordinance or in the Plumbing Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 6.** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

---

Jimmy Tramel, Mayor

Approved for Form and Legality:

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K. Ellis Ritchie, City Attorney

Attest by:

---

Eva Smith, City Clerk



Db: MEHLBURGER BRAWLEY

November 20, 2015

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

**RE: Whitaker Park Spillway Repair – November 19, 2015 Bid Opening  
Letter of Recommendation**

Dear Mayor & Council,

The Whitaker Park Spillway Repair project was bid at 2:00 p.m., on November 19, 2015 in the City Hall, Council Chambers, 12 North Rowe Street, Pryor Creek, OK 74362. A certified bid tabulation for the referenced project is enclosed with this letter. Four (4) contractors had received bid specifications for this project and Two (2) elected to submit a bid. Jaybelle Construction bid \$71,000.00 and Cook Consulting bid \$74,400.00.

We have contacted several of the references identified in the bid packets and believe Jaybelle Construction has the knowledge, experience and understanding of the project to complete this project to the satisfaction of the City of Pryor.

We recommend that the City of Pryor award the contract to Jaybelle Construction, LLC of Rose, OK. with a total base bid of \$71,000.00.

Enclosed please find two (2) copies of the Notice of Award. Please review this and if you are in agreement with our recommendation, please establish this as an agenda item for your next meeting. Please sign two (2) copies and return one to Infrastructure Solutions Group, LLC for further processing.

If you have any questions concerning this project, please do not hesitate to contact us at (918) 664-5500.

Respectfully submitted,

Steve Powell, P.E.  
Project Manager

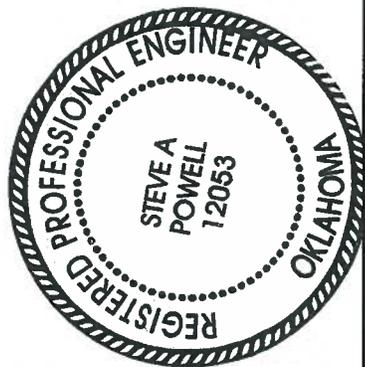
Project # PRY 15-03

**City of Pryor Creek (PRY 15-03)  
Whitaker Park Spillway Repair  
November 19, 2015**

BASE BID			DESCRIPTION	Engineer's Estimate Tulsa, OK		Jaybelle Construction, LLC Rose, OK		Cook Consulting, LLC Fl. Gibson, OK	
ITEM	QTY	UNIT		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	LS	SITE GRADING, COFFER DAM INSTALL & REMOVAL AND FINAL CLEAN UP	\$40,000.00	\$40,000.00	\$31,000.00	\$31,000.00	\$37,400.00	\$37,400.00
2	1	LS	ALL FLOWABLE FILL UNDER SLAB, IN PLACE	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00
3	1	LS	CONCRETE APPROACH, SPILLWAY EXTENSION, IN PLACE	\$40,000.00	\$40,000.00	\$27,500.00	\$27,500.00	\$25,000.00	\$25,000.00
4	1	LS	REMOVE AND REPLACE CONCRETE CURB AT EXISTING SPILLWAY	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
<b>TOTAL BASE BID</b>				<b>\$98,000.00</b>	<b>\$98,000.00</b>	<b>\$71,000.00</b>	<b>\$71,000.00</b>	<b>\$74,400.00</b>	<b>\$74,400.00</b>

CERTIFIED AS TRUE AND CORRECT:  
INFRASTRUCTURE SOLUTIONS GROUP

*Steve Powell*  
Steve Powell, P.E.



**NOTICE OF AWARD**

TO: Jaybelle Construction, LLC  
P.O. Box 292  
Rose Oklahoma, 74364

Project Description: Whitaker Park Spillway Repairs for  
The City of Pryor Creek, Oklahoma

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated October 25, and November 1, 2015 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of: \$71,000.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENACE BOND (based on the bid price) and certificate of insurance within ten (10) calendar days from the execution date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

City of Pryor Creek  
OWNER

By: \_\_\_\_\_

Title: Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## DESCO™ Systems of Arkansas, Inc. Bid

TO: CHRIS BALL  
CMSWillowbrook  
Chris.ball@cmswillowbrook.com

RE: PRYOR RECREATION CENTER  
Men's & Women's Showers  
Pryor, OK

1. **SCOPE.** DESCO™ COATINGS, INC. ("DESCO") proposes to furnish all labor, material, equipment and services necessary to install CREMONA DB in accordance with the plans, drawings and specifications of OWNER architects, for the above project and as called for by OWNER (the "Work"), subject to provisions stated below.

2. **Price.** DESCO shall be paid \$5,779.00 (Base Bid) for the Work, plus applicable taxes.  
***FIVE THOUSAND SEVEN HUNDRED SEVENTY-NINE DOLLARS and NO/100***

3. **Taxes.** This Proposal does not include any city, county, state or federal sales, use or excise taxes of any kind. If the project is not exempt from said taxes, or if CMSWILLOWBROOK does not provide proper exemption certificates or documentation to DESCO, said taxes shall be added to the Proposal.

4. **Bond.** If a surety bond is required, the amount of the premium shall be paid to DESCO in addition to the Price specified for the Work.

5. **Contract.** This Proposal is an offer to enter into a binding contract and is valid for period of two (2) weeks from the date of this Proposal.

6. **Incorporation.** Regardless of how a binding contract is formed pursuant to paragraph 6, this Proposal shall be incorporated into the contract by reference, attachment or exhibit, without modification (unless modifications are mutually agreed to by the Parties as evidence in a writing indicating so.) The terms in this Proposal shall supersede the terms of the contract in the event of discrepancies. Anything not specifically included in the Proposal is excluded from DESCO's Work.

8. **Changes.** DESCO reserves the right to receive extended overhead costs, impact and other costs as well as extensions of time in which to complete the Work, for changes from the Proposal or contract, whether or not a written change order is agreed upon by the Parties.

9. **Payments.** Progress payments shall be made as the Work progresses, and payment is due 30 days from the date of the invoice (with an allowance made for retention, if agreed to by DESCO). Final payment is due 30 days from the date of DESCO's 100% complete invoice, including all retention. If payment is in arrears, DESCO may stop the Work until payments are made in full, without liability for resulting delays.

10. **Invoices & Releases.** The form of invoices and lien waivers will be standard AIA forms.

11. **Late Fees & Interest.** If DESCO retains legal counsel to pursue for nonpayment, CMSWILLOWBROOK agrees to reimburse DESCO reasonable attorney fees plus costs. CMSWILLOWBROOK also agrees to pay DESCO 1% per month interest on all past due payments.

12. **Work Hours.** This Proposal is based on work hours of Monday through Friday, 8 hours per day, 40 hours per week. No allowance has been made for premium time or for costs related to acceleration.

13. **Harmony.** DESCO is a union contractor and will not be bound to perform in spite of workers refusing to cross picket lines, strikes or work stoppages beyond DESCO's reasonable control.

14. **Protection & Final Cleanup.** This proposal excludes protection and final cleanup of the Work once DESCO has completed a particular area.

18. **Mobilization(s).** This Proposal includes one mobilization and/or phase. If extra mobilization and/or phases are required, CMSWILLOWBROOK agrees to pay DESCO an additional fee of \$2,500.00 per mobilization and/or phase.

19. **Moisture Barrier.** There should be an effective vapor barrier and capillary break installed as part of the concrete slab system design. Moisture from fill, sand, broken pipes or natural causes can result in debonding of epoxy floors. DESCO recommends a vapor barrier meeting ASTM-E 1745 be installed in compliance with ASTM-E 1643 directly in contact with the concrete slab on grade.

**SCOPE:** Install Cremona DB floor and base in Rooms Men's, Women's and Family Shower Areas.  
• Pricing includes berm and 21 sf of patching.

**TAX:**

- If Contractor is providing exemption certificate or job is tax exempt, NO tax is due.
- If new construction, Desco absorbs all taxes, NO tax is due.
- If this is a remodel project, base bid includes taxes.

**Notes:**  
Bonds were not calculated into the base bid amount.  
Addendum #

**MOISTURE BARRIER:**

- For Rh over 90%, ADD \$3.00/sf
- For Rh below 90% ADD \$1.85/sf

Accepted by: \_\_\_\_\_  
For: \_\_\_\_\_  
Dated: \_\_\_\_\_

Submitted by: Cole Isbell  
Cole Isbell, Sales  
For: DESCO™ Systems of Arkansas, Inc.  
Dated: October 15, 2015

**DESCO™ Systems of Arkansas, Inc.**  
Tel: 913.782.3330 - Fax: 913.782.0066 - Toll Free: 800.426.4164  
19890 W. 156<sup>th</sup> Street - PO Box 2658 - Olathe, Kansas 66062

20. **Substrates.** Commencement of the Work indicates CMSWILLOWBROOK's representation to DESCO that the composition and integrity of the substrate are ready to receive the Work. DESCO is not liable for any deficiencies in the substrates or prior surfaces (e.g. structural movement, shrinkage cracks, lacking or ineffective vapor barriers, etc.), nor is DESCO liable for resulting defects in the Work.

21. **Leveling, Sloping, Removal.** Unless specifically enumerated elsewhere in this Proposal, this Proposal excludes floor leveling, sloping and removal of existing surfaces.

22. **Warranties.** DESCO warrants all materials furnished by it shall be new unless otherwise specified, and the Work shall be installed with workmanlike quality within industry standards, substantially free from faults and defects and in substantial conformance with the plans, drawings, and specifications. For a period of one (1) year from the date of substantial completion of the Work, DESCO agrees to replace any faulty materials furnished by DESCO and/or repair any improper workmanship, provided this warranty is expressly conditioned on DESCO receiving prompt written notice from CMSWILLOWBROOK of any such faulty materials or workmanship to allow DESCO a reasonable opportunity to inspect the faulty materials or workmanship prior to the Work being disturbed or repaired. If CMSWILLOWBROOK does not provide the written notice or allow a reasonable time for DESCO to inspect and repair the Work, CMSWILLOWBROOK waives related warranty claims against DESCO. In lieu of replacing materials or repairing the Work, DESCO may opt to refund the cost of the faulty materials or Work provided DESCO has been paid in full, or DESCO may issue a credit memo for such amount if DESCO has not been paid in full. DESCO's liability is limited to repair, replacement, refund or credit as DESCO determines, but under no circumstances shall DESCO's liability exceed the prorated portion of Price contained in this Proposal for the Work actually completed, as adjusted for mutually agreed upon change orders. This Proposal excludes warranties of merchantability and fitness for a particular purpose.

23. **Consequential Damages.** CMSWILLOWBROOK waives consequential damages against DESCO including, but not limited to, loss of use and loss of profit.

24. **Choice of Law, Forum.** This Proposal and any resulting Contract are deemed entered into in Olathe, Kansas and Kansas Law shall govern all matters arising out of or related to this Proposal and/or Contract. In the event it is necessary to litigate over any dispute arising out of or related to this Proposal and/or Contract, the Parties agree to adjudicate the dispute in the District Court of Johnson County, KS.

25. **Prevailing Party.** In the event of litigation (or arbitration if the Parties so agree to arbitrate a dispute), the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

26. **Non-Waiver.** The failure of DESCO to require performance of any provision of the Proposal and/or resulting Contract shall not affect DESCO's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Proposal and/or resulting Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

27. **Construction.** The Parties stipulate that in the event this Proposal becomes a contract, the contract was mutually drafted by the Parties, and neither Party shall be deemed more liable than the other in the event this Proposal contains conflicts, discrepancies or vague terms.

28. **Merger.** The entire Agreement between DESCO and CMSWILLOWBROOK (the "Parties") is contained in the Proposal and supersedes all previous communications or representations that may have been made by DESCO. Any amendment to this Proposal shall be mutually executed in writing on behalf of the Parties.

29. **Severability.** If any provision of this Proposal and/or resulting Contract is held unenforceable, then such provision shall be stricken to the degree necessary to remove the unenforceable portion but all remaining provisions of the Proposal and/or Contract shall remain in full force and effect.

30. **Mock Up.** If a mock up has been called for in the specification, Desco will comply by sending, to the job site, a mock up of form and colors specified on standard wooden pallet. This will allow movement to different areas of the job for comparison of finished work. Desco has not included in our bid a jobsite mock up.

## STONHARD

1000 East Park Avenue  
Maple Shade, NJ 08052  
856/779-7500  
FAX: 856-321-7635

Mr. Chris Ball  
CMS Willowbrook  
3108 South 9th Street  
Chickasha , OK 73018

Project Name: **Showers**

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October 15, 2015

Re: Quote Number: **4177301**

Dear Mr. Chris Ball:

Thank you for the opportunity to work with you on the Showers project at Pryor Recreation Center, 1111 SE 9th, Pryor OK 74361 . For this project, Stonhard proposes the following scope of work and pricing:

Area Name	Size	Product
Men's and Women's Locker Rooms quartz option	242 sq ft	STONSHIELD SLT 3MM TBD MEDIUM
Men's and Women's Locker Rooms Flake Option	242 sq ft	TECTOP UF TBD LG

Area Name: **MEN'S AND WOMEN'S LOCKER ROOMS QUARTZ  
OPTION**

**Scope of Work (Men's and Women's Locker Rooms quartz option):**

- Mechanically prepare all accessible areas with the use of a Blastrac machine. This procedure removes all surface laitance, oil, grease and dirt from the substrate and provides a mechanical profile to enhance bonding. Stonshield SLT is a nominal 3/32 to 1/8 in./2 to 3 mm thick flooring system with a decorative, slip resistant surface. Its slip resistant surface remains stain resistant and easy to clean.

**Conditions of Use (Men's and Women's Locker Rooms quartz option):**

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 100% of the floor through normal operations on a daily basis.
- The floor is scrubbed with general purpose cleaner daily at a temperature of 80° F.
- The floor is subject to foot traffic only.

**Warranty (Men's and Women's Locker Rooms quartz option):**

- Refer to Terms and Conditions for detailed warranty.

**Pricing (Men's and Women's Locker Rooms quartz option):**

- \$9,750.00 or \$40.29 per square foot based on non-union labor.

**Area Name: MEN'S AND WOMEN'S LOCKER ROOMS FLAKE  
OPTION**

**Scope of Work (Men's and Women's Locker Rooms Flake Option):**

- Mechanically prepare all accessible areas with the use of a Blastrac machine. This procedure removes all surface laitance, oil, grease and dirt from the substrate and provides a mechanical profile to enhance bonding. Stonshield SLT is a nominal 3/32 to 1/8 in./2 to 3 mm thick flooring system with a decorative, slip resistant surface. Its slip resistant surface remains stain resistant and easy to clean.

**Conditions of Use (Men's and Women's Locker Rooms Flake Option):**

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 100% of the floor through normal operations on a daily basis.
- The floor is scrubbed with general purpose cleaner daily at a temperature of 80° F.
- The floor is subject to foot traffic only.

**Warranty (Men's and Women's Locker Rooms Flake Option):**

- Refer to Terms and Conditions for detailed warranty.

**Pricing (Men's and Women's Locker Rooms Flake Option):**

- \$10,250.00 or \$42.36 per square foot based on non-union labor.

**Pricing Assumes:**

- project:
- Lighting - The area must have adequate lighting in order to install the specified Stonhard product.
- Heat - A minimum substrate and material temperature of 60F must be maintained in the area to ensure proper curing.
- Electricity - The area must have a 240v/60 amp/3 phase or 480v/30 amp/3-phase power source; and multiple, dedicated 110V/20 amp outlets.
- Trash removal - A dumpster or equivalent means of trash removal must be provided.
- Material storage - The material must be stored in a dry, heated location in or around the area.
- Accessibility - Area must be free of all moveable equipment and trades prior to Stonhard's arrival.

**Pricing Includes:**

- Stonhard-trained installation team.
- Single source warranty for one year covering both materials and workmanship.
- One labor mobilization. If mens and women's lockerrooms are not done during the same mobilization, a second mobilization fee of \$2,700 will be incurred.
- All leftover product is the property of Stonhard.

**Options:**

Options for Stontec Tectop UF Flake floor and Stonshield SLT quartz floor are included.

**Exclusions:**

- Sloping to the drains is not included. If sloping is required, an additional cost \$250 of per unit of grout will be incurred. Each unit of Stonset TG5 Grout has a coverage of 2 cubic feet.

**Special Terms and Conditions:**

- If you are a tax exempt customer, please provide the appropriate tax exemption certificate prior to Stonhard's arrival - otherwise you will be charged tax.

**General Terms & Conditions: The following terms and conditions are hereby made a part of this Agreement.**

**1. RESPONSIBILITIES OF STONHARD:**

a. Stonhard has visually inspected the project site prior to the commencement of work and agrees to the contract work based on the existing nature of the project site as it appears and is represented by the Customer. In the event that concealed conditions are revealed which would materially change the nature of the contract work, Stonhard is entitled to cease work until such time as the contract sum has been adjusted equitably to compensate for such change.

b. Stonhard shall keep the premises free from the accumulation of waste material or rubbish which results from the execution of its work. In no event shall Stonhard be responsible for any unclean conditions caused by others.

c. Upon request by the Customer, Stonhard will furnish certificates of Workman's Compensation Insurance and Liability Insurance.

d. Stonhard shall make all necessary arrangements to have any excess Stonhard products picked up after completion of the contract work.

**2. RESPONSIBILITIES OF CUSTOMER:**

a. Customer has conducted an investigation of the project site prior to the commencement of work and represents that the existing nature and condition of the project site is as it appears and that there are no other concealed conditions which would materially change the nature of the contract work.

b. Customer shall have the project site swept clean and made free of all obstructions, and shall remove all food items, organic materials and other products stored at or near the project site to prevent any contamination or spoilage that may occur and shall make the project site available for Stonhard at the agreed upon date and time in which the contract work is to commence.

c. Customer shall provide Stonhard, at no charge, all necessary utility services required for the proper execution of the contract work. The Customer shall further provide Stonhard with a dumpster or other reasonable alternative in which Stonhard may dispose of its waste and rubbish.

d. Customer shall provide and maintain a minimum continuous temperature of 60 degrees Fahrenheit at the floor level of the project site and provide a similarly suitable warm and dry area for storage of Stonhard's products and equipment during the course of the work.

e. Customer shall insure that no other work or tasks will be contemporaneously performed in the work area by the Customer, other trades or subcontractors once Stonhard has commenced performance of its work.

f. Customer, upon completion of work by Stonhard, shall protect Stonhard's work from damage caused by the Customer, their workmen or subsequent contractors.

**3. PAYMENTS:**

- a. Payment of Invoices - All invoices are due Net 30 Days from Invoice Date.

b. Cancellation Charges - Any cancellation of a confirmed order will result in a cancellation fee of not less than 15% of the contract amount. Payment terms will be due Net 10 Days after receiving written notice of cancellation. If written notification is not given to Stonhard at least seven (7) days prior to commencement of work, Stonhard will be entitled to an additional re-scheduling fee of not less than 10% of the contract amount.

4. LIMITATION OF LIABILITIES: The parties acknowledge that in the event repairs need to be performed to the contract work, Stonhard's liability shall be limited to furnishing the labor and the materials necessary to reinstall the defective areas. Unless otherwise agreed in writing signed by an authorized agent of Stonhard, Stonhard's obligation to furnish the labor and materials necessary to reinstall the defective areas shall terminate one (1) year after the completion of the original contract work. Stonhard shall not be liable for damages to the contract work resulting from ordinary wear and tear, gouging, impact, failure of the Customer to protect the work as outlined in Section 2.f, the occurrence of reverse impact or the effects of osmotic or hydrostatic pressure or moisture vapor transmission. The parties further acknowledge that Stonhard shall not be responsible for any consequential or incidental damages resulting from any breach of warranty.

One Year Warranty (Men's and Women's Locker Rooms quartz option, Men's and Women's Locker Rooms Flake Option):

The products and labor, furnished by Stonhard, Division of StonCor Group, Inc. ("Work"), Systems, is subject to the express warranty set forth below:

1. WARRANTY. Stonhard warrants that the products will bond to the substrate, will not blister, will be free from manufacturing defects, and will otherwise conform to the Product Data Sheets and Chemical Resistance Guides that were in effect at the time of the commencement of installation.
2. PERIOD OF WARRANTY. This warranty is for a period of one year from the date of substantial completion of the Work. Where the Work is performed in separate and distinct phases or mobilizations, the date of substantial completion for the work in a particular phase or mobilization is the date when work in that particular phase or mobilization is completed, not when all of Stonhard's work is completed or the completion of the entire project.
3. LIMITATION OF REMEDY. As to any products that were defectively manufactured or installed ("Warranty Issue") discovered on or before the end of the warranty period, Stonhard's liability is limited to furnishing the labor and materials necessary to repair the defective areas. Such repairs are Owner's exclusive remedy and the limit of liability of Stonhard, regardless of Owner's damages, including incidental and consequential damages, and regardless of any legal theory, including tort, contract, and strict liability. IN NO EVENT SHALL STONHARD OR THEIR SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.
4. NOTICE OF DEFECT. Upon discovery of a Warranty Issue, Owner shall notify Stonhard by certified mail within thirty (30) days of the Warranty Issue ("Notice of Defect"). The Notice of Defect must set forth the factual basis for the Warranty Issue.
5. COOPERATION BY OWNER. Owner shall afford Stonhard a reasonable opportunity to investigate any alleged flooring defect and shall cooperate fully with such investigation.
6. TERMS OF REPAIRS:  
Defective areas will be repaired within a reasonable period of time after said notice to Stonhard, subject to delays by strikes, acts of God, or other causes beyond reasonable control of Stonhard, and provided that, in the case of repairs, Owner has removed at its sole cost and expense all obstructions which would hinder or interfere with repairs being made in the most expedient and least costly manner.

7. EXCLUSIONS FROM WARRANTY:

The following items are not covered by this warranty:

- a. discoloration or staining;
- b. reasonable variations in color between samples, installed products, and repair materials;
- c. misuse, abuse, or improper maintenance of the floor;
- d. ordinary wear and tear, gouging, impact, or failure of the Owner to protect the work;
- e. except when the effects of osmotic or hydrostatic pressure or moisture vapor transmission; or,
- f. vandalism or acts of God or war.

The following items will void this warranty:

- g. Stonhard is not paid timely and in full for all goods and services sold by them in connection with the project;
- h. the nature of the service conditions to which the flooring system is subjected changes in any significant way from the service conditions described for the Project;
- i. flaws or errors in the design or construction of the substrate or ancillary facilities materially contribute in any important way to the failure of the floor;
- j. the Owner does not cooperate fully with reasonable investigations by Stonhard regarding alleged defects; or,
- k. Stonhard is not given timely notice in writing of any breach of warranty.

8. DISCLAIMER. THIS IS THE SOLE WARRANTY GIVEN BY STONHARD. IT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The provisions of the warranty supersede any provisions to the contrary in any of Owner's forms or documents or otherwise.

9. THIS WARRANTY IS NEITHER TRANSFERABLE NOR ASSIGNABLE.

5. EFFECT OF DEFAULT: In the event of a default by the Customer of any of the covenants or conditions of this Agreement, Stonhard shall be entitled to the following remedies to all other rights and remedies afforded by law: a. Right to Stop Work - Stonhard shall have the right to stop work if any payments due are not made as provided under this Agreement. b. Cost of Performance - If Stonhard is entitled to stop work as outlined in subparagraph (a) above, it shall have the right to bill the Customer for the work rendered up to the date of the stoppage and for materials shipped to the project site. c. Additional Work - Any additional costs to Stonhard resulting from failure of the Customer to provide site conditions as outlined in Sections 2.a, 2.b, 2.c, 2.d, 2.e and 2.f shall be paid by the Customer. d. Interest on Unpaid Balances - In the event any payments due hereunder become in default, Customer agrees that any and all such sums shall accrue Interest at the rate of twelve percent (12%) per annum or the maximum rate allowable by law, whichever is less. e. Attorney's Fees - If Stonhard is required to initiate legal action to collect any amounts due and owing or to foreclose on any liens filed on the work, such costs and fees that Stonhard may recover include any and all prelitigation expenses, including attorney's fees incurred in attempting to recover said amounts.

6. GOVERNING CLAUSE: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. ENTIRE AGREEMENT: This Agreement shall constitute the entire Agreement between the parties and the parties acknowledge that there are no other verbal or written Agreements, understandings or customs affecting the Agreement.

8. AUTHORIZED AGENCY: All contracts and purchase orders must be signed by an authorized agent of Stonhard. This may be accomplished through a Division Office or Corporate Headquarters. No other parties engaging in such contracts or purchase orders will be acting as an agent for Stonhard.

9. Quote valid for 90 days.

**Pricing Summary**

- Men's and Women's Locker Rooms quartz option **\$9,750.00 or \$40.29 per square foot** \_\_\_\_\_  
based on non-union labor
- Men's and Women's Locker Rooms Flake Option **\$10,250.00 or \$42.36 per square foot** \_\_\_\_\_  
based on non-union labor

Thank you for the opportunity to present you with this Stonhard proposal. If this proposal meets with your approval please initial the appropriate line(s) above, sign below and fax to my attention. Or if you prefer to utilize your own Purchase Order, please reference Quote #4177301 and send a copy to my attention at the above address.

If you have any questions, please contact me at 1000 East Park Avenue, Maple Shade, New Jersey. Phone: 856/779-7500 Fax: 856-321-7635 or on my cell phone at 918-519-7039. I look forward to working with you on this upcoming project.

Sincerely,  
Stonhard, Division of StonCor Group, Inc.

Chad Backus  
Territory Manager

Accepted By:

\_\_\_\_\_  
STONHARD, Division of StonCor Group, Inc.  
Chris Jones, Area Manager

\_\_\_\_\_  
Mr. Chris Ball

\_\_\_\_\_  
10/15/2015

Pryor Creek Rec Center

Shower Floors

11/18/2015

Supplier		
Desco Systems of Arkansas		\$ 5,779.00

CMSWillowbrook recommends that you accept the low bid from Desco Systems of Arkansas in the amount of \$5,779.00.

Low Bid - Desco Systems of Arkansas \$ 5,779.00

**CMS Willowbrook Portion**

Thresholds and Sealant \$ 450.00

Remove & Replace Partitions \$ 1,200.00

Subtotal \$ 1,650.00

CMSWillowbrook Preconstruction, Overhead & Fee for all work \$ 1,114.35

CMSWillowbrook Total Cost \$ 2,764.35 ←

Total Combined Price \$ 8,543.35

# VANGUARD BUILDERS, INC.

22201 E. 71st • Broken Arrow, OK 74014  
(918) 355-5544 • FAX (918) 355-5556

## PROPOSAL

November 5, 2015

CMS Willowbrook  
Broken Arrow, Ok.

Re: Canopy Work  
Pryor Library

Dear Chris,

We propose to furnish and install new metal roof, gutter and downspouts, metal soffit panels and trim and column wrap trim on the existing canopy on the south elevation of the Library and on 4 existing eyebrow canopies over windows.

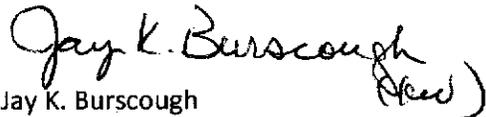
**TOTAL PROPOSAL**

**\$14,000.00**

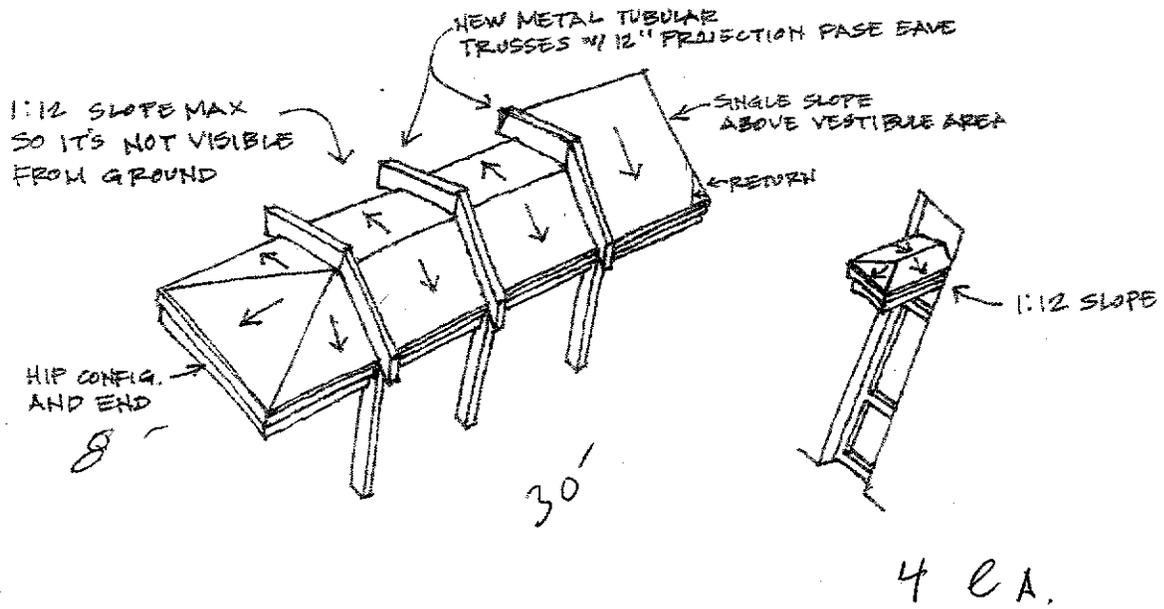
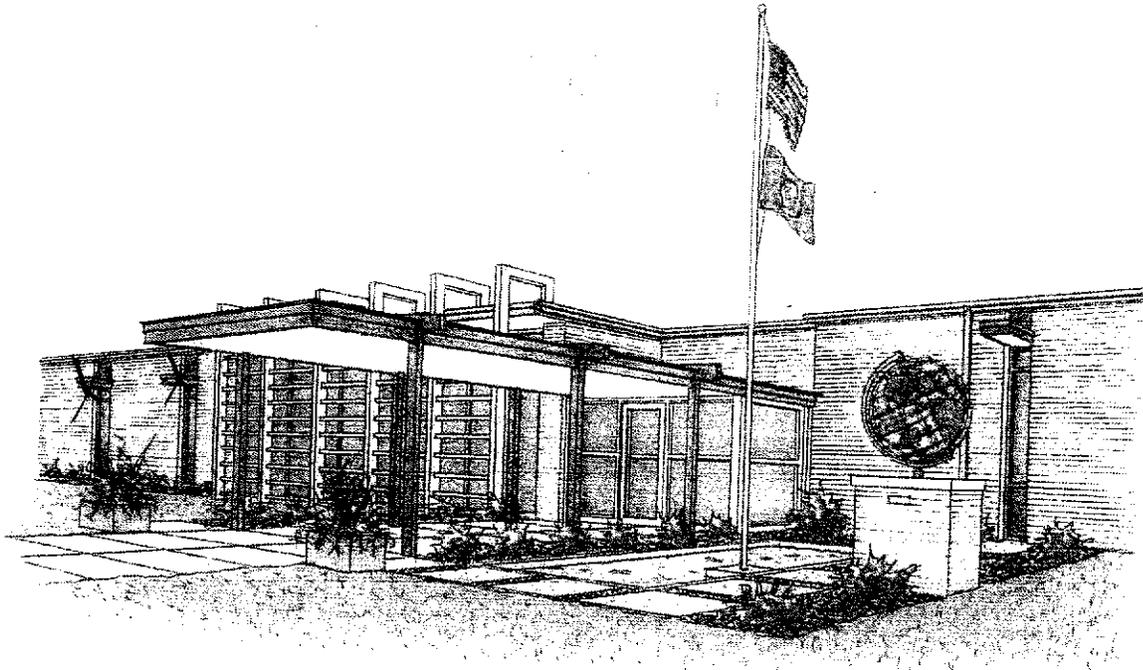
If you have any questions, please feel free to call.

Respectfully submitted,

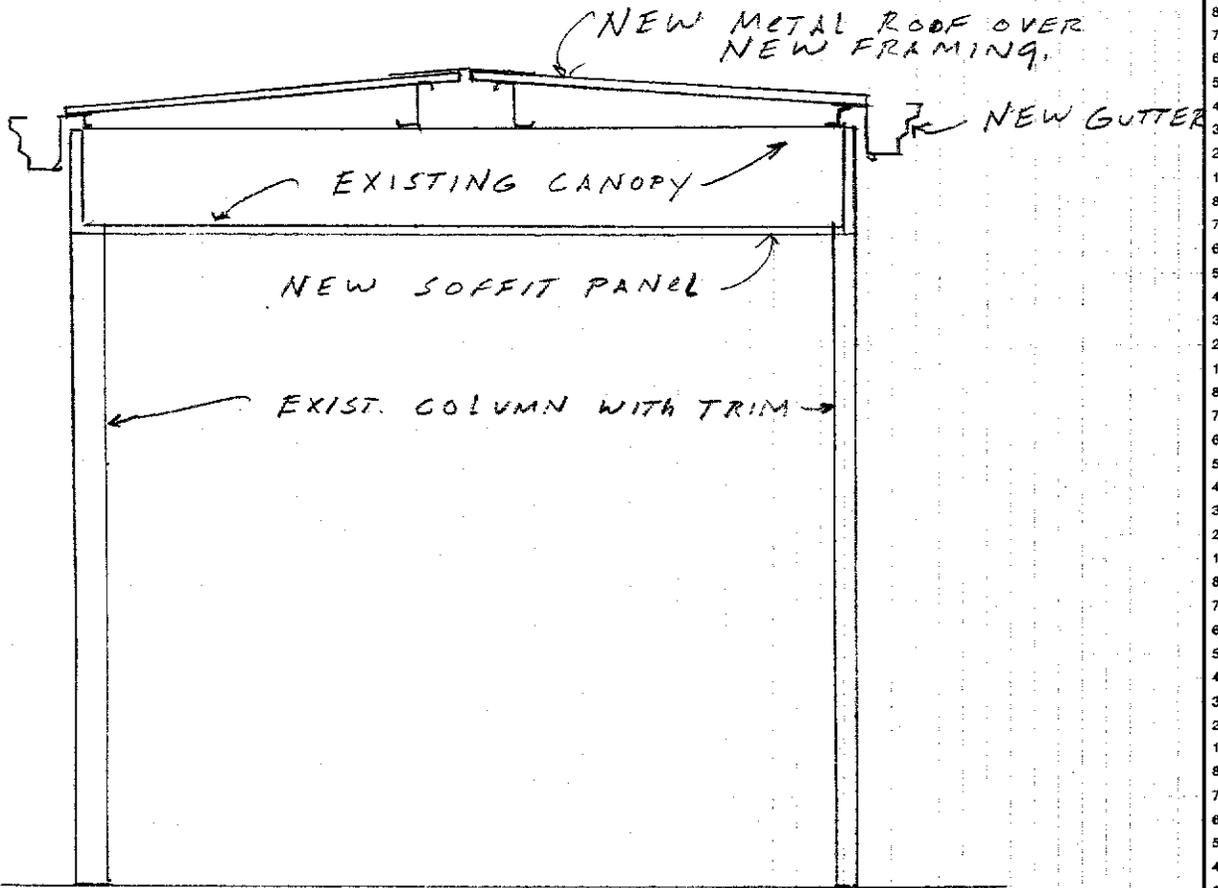
VANGUARD BUILDERS, INC.

Handwritten signature of Jay K. Burscough in black ink, with the initials "JB" written below the signature.

Jay K. Burscough  
President



PROJECT	JOB NO.	
LOCATION	DATE	
SPECIAL INSTRUCTIONS	BY	CKD



SECTION @ CANOPY

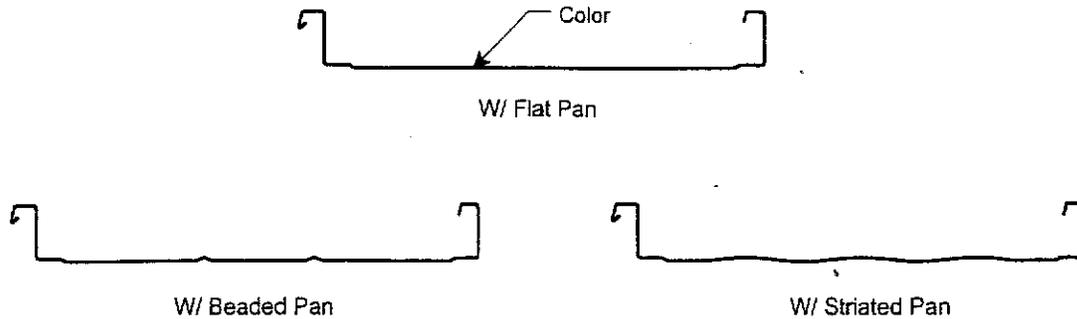
# INDEX

## SECTION

1. PANEL PROFILES
  - A. "R" PANEL - 26  OR 24  GAUGE Wall  Roof
  - B. "A" PANEL - 26  OR 24  GAUGE Wall Only
  - C. NEW IMPROVED ALLIANCE SEAM 24 - 24  GAUGE Roof Only
  - D. "M" PANEL - 26  OR  24 GAUGE
  - E. "A-12" SOFFIT PANEL
  - F. ALLIANCELOK 16 PANEL
  - G. INFO ON SPECIALTY PANELS UPON REQUEST
2. GALVALUME DATA
3. GALVALUME FINISH Wall  Roof
4. VALSPAR 10S COIL CLAD FINISH Wall  Roof
5. KYNAR FINISH (TECHNICAL DATA) Wall  Roof
6. KYNAR FINISH (TEST DATA)
7. FASTENERS (ZACS)
8. FLUROPON
9. FASTENERS (TEST DATA)
10. FASTENERS (PROFILES)
11. STRUCTURAL PRIMER & SECONDARY PRIMER
12. SM 5227 TACKY TAPE SEALER
13. CLOSURES

# AllianceLok Panel

ROOF



Architectural/ Commercial Roof Panel System	Concealed Fasteners	Minimum 1/4:12 Slope	16" Coverage	Use over Structural Framing or Solid Substrate
---	------------------------	-------------------------	--------------	--

## Features:

- Mechanically seamed.
- 2" seam height.
- Concealed clip fastening system.
- Clips allow for thermal expansion & contraction.
- UL 90 and FM Class 1-90 listed.
- Factory applied seam sealant.
- Can be broken over at the eave to form an integrated fascia.

## Benefits:

- Significantly increases uplift resistance.
- Keeps seam above water level.
- Reduces potential leaks from through fasteners.
- Allows roof system to move with temperature differentials.
- Can be used in most applications.
- Eliminates the risk of improper field application.
- Creates uninterrupted transition from roof panel to fascia panel.

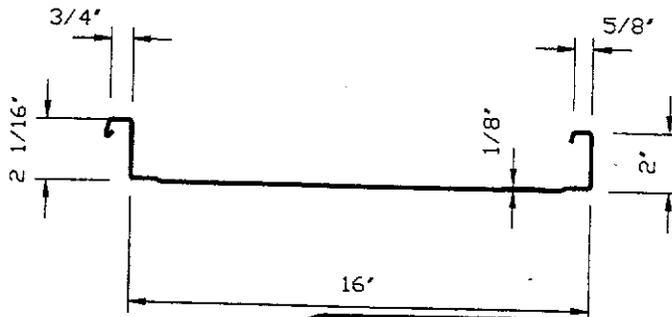


3333 South Council Road  
Oklahoma City, Oklahoma 73179  
Phone: 800-624-1579 • Fax: 405-745-7503

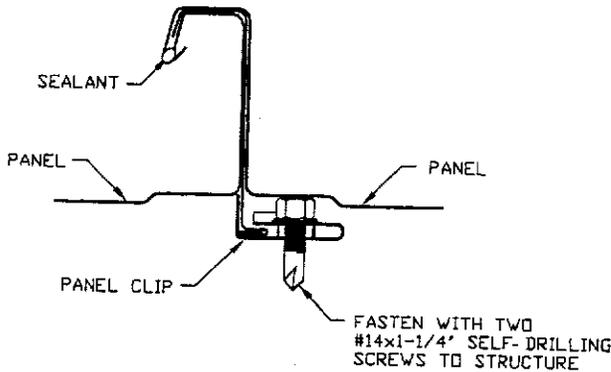
# AllianceLok Panel

ROOF

## Panel Detail



## Sidelap Detail



## AllianceLok Panel General Information

### 1.0 Slope

Recommended for roof applications. The minimum recommended roof slope for AllianceLok is ¼:12. Roof panels may be broken over at eave to form short fascia panels.

### 2.0 Substructure

AllianceLok is designed to be placed over open structural framing but can be used in conjunction with a solid substructure. To avoid panel distortion, be sure the substructure is uniform and properly aligned.

### 3.0 Clips

Clip spacing is based on the spacing of the underlying structural members.

### 4.0 Coverage

Each panel has a net coverage width of 16".

### 5.0 Lengths

Minimum factory cut length is 4'-0". Maximum length is 40'-0".

### 6.0 Fasteners

Panel eave is fastened with #12x1¼ self-drilling screws. Clips are fastened with (2) #14x1¼ self-drilling screws. Endlaps, when required, are fastened with #12x1¼ self-drilling screws. Refer to erection drawing package for fastener location and spacing.

### 7.0 Availability

24 gauge standard, 22 gauge optional (extended delivery required).

Allowable Uniform Loads for 3 or More Spans in PSF

Ga	KSI	Live Load								Wind Load							
		Stress				Deflection				Stress				Deflection			
		4'	5'	6'	7'	4'	5'	6'	7'	4'	5'	6'	7'	4'	5'	6'	7'
24	50	149	95.4	66.2	48.7	149	95.4	66.2	48.7	170	109	75.6	55.5	170	109	75.6	55.5
22	50	186	119	82.8	60.8	186	119	82.8	60.8	221	142	98.4	72.3	221	142	98.4	71.6

- 1) Tabulated values are total allowable loads calculated in accordance with the maximum bending stresses for physical and section properties.
- 2) These load capacities are for the panel itself. Frames, purlins, fasteners, and all supports must be designed to resist all loads imposed by the panel.
- 3) Deflection loads are limited by a maximum deflection ratio of L/240 of span.



**alliance**

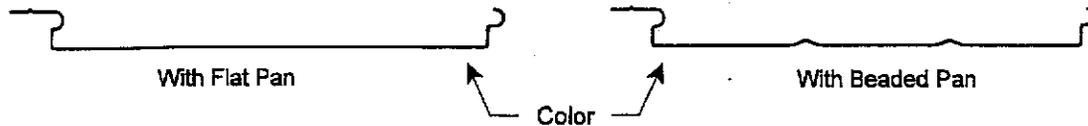
STEEL BUILDING SYSTEMS

3333 South Council Road

Oklahoma City, Oklahoma 73179

Phone: 800-624-1579 • Fax: 405-745-7503

# A12 Soffit Panel



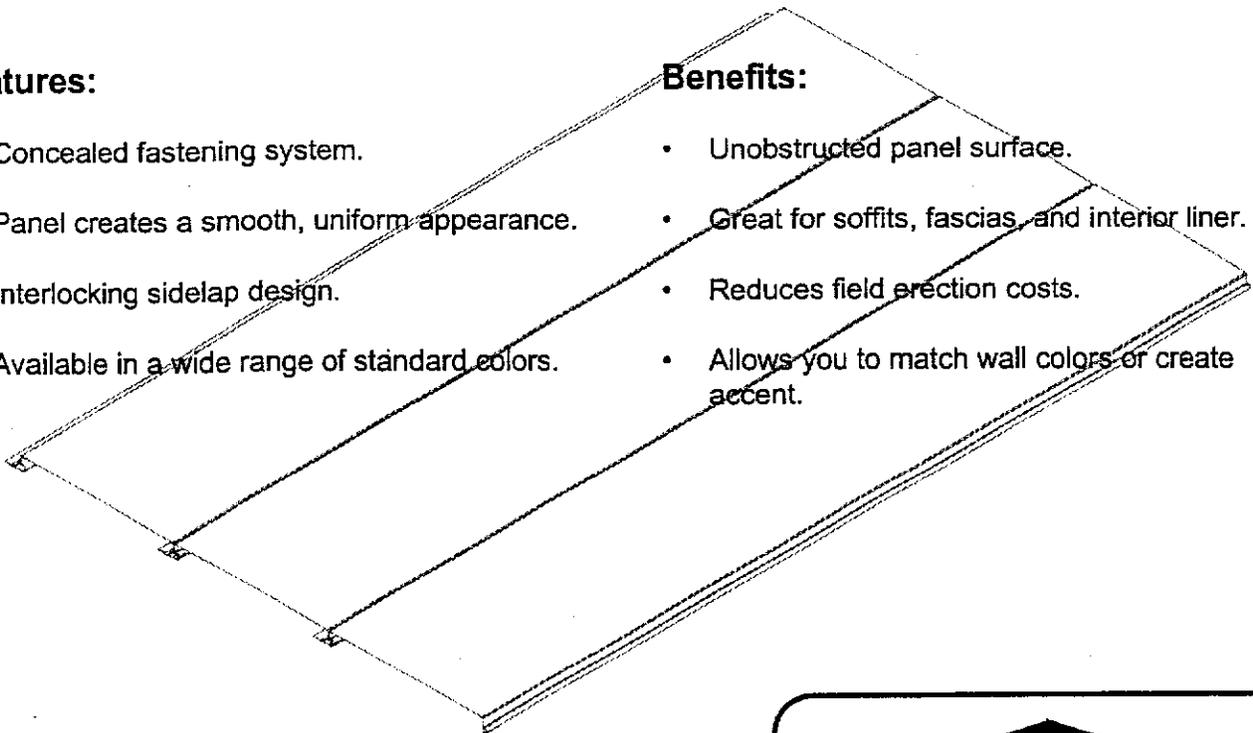
Architectural Soffit/Fascia Panel System	Concealed Fasteners	Recommended For Soffits, Fascias & Interior Liner	12" Coverage	Apply over Structural Framing or Solid Substrate
--	---------------------	---	--------------	--

## Features:

- Concealed fastening system.
- Panel creates a smooth, uniform appearance.
- Interlocking sidelap design.
- Available in a wide range of standard colors.

## Benefits:

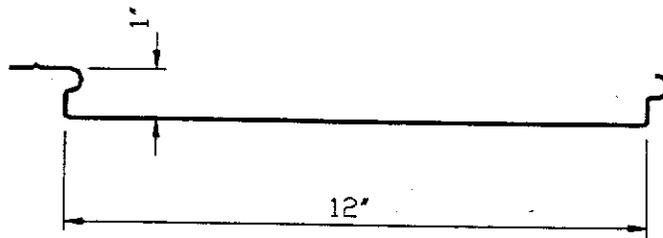
- Unobstructed panel surface.
- Great for soffits, fascias, and interior liner.
- Reduces field erection costs.
- Allows you to match wall colors or create accent.



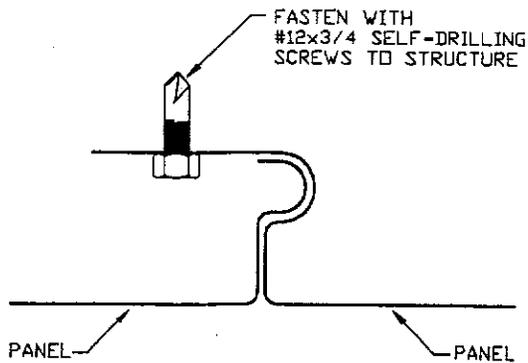
3333 South Council Road  
 Oklahoma City, Oklahoma 73179  
 Phone: 800-624-1579 • Fax: 405-745-7503

# A12 Soffit Panel

## Panel Detail



## Sidelap Detail



## A12 Panel General Information

- 1.0 Slope**

A12 panels are intended for horizontal soffit use. They may be applied vertically on building interiors as liner panels. It is not recommended to use A12 panels vertically on a building's exterior.
- 2.0 Substructure**

A12 is designed to be placed over open structural framing but can be used in conjunction with a solid substructure. To avoid panel distortion, be sure the substructure is uniform and properly aligned.
- 3.0 Coverage**

Each panel has a net coverage width of 12".
- 4.0 Lengths**

Minimum factory cut length is 4'-0". Maximum length is 20'-0".
- 5.0 Fasteners**

Panels are fastened with #12x $\frac{3}{4}$  self-drilling screws.
- 6.0 Availability**

24 gauge standard in all colors, 26 gauge in white, burnished slate, and saddle tan.



**STEEL BUILDING SYSTEMS**

3333 South Council Road

Oklahoma City, Oklahoma 73179

Phone: 800-624-1579 • Fax: 405-745-7503

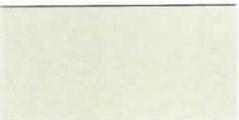
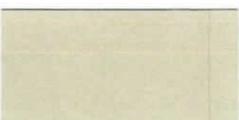
# COLOR SELECTION CHART

## Standard Colors (WeatherX)

			
<b>Burnished Slate</b> SR.34 SRI 35	<b>White</b> SR.60 SRI 71	<b>Desert Beige</b> SR.42 SRI 47	<b>Light Stone</b> SR.50 SRI 57
			
<b>Saddle Tan</b> SR.48 SRI 55	<b>Ash Gray</b> SR.47 SRI 55	<b>Medium Blue</b> SR.25 SRI 24	<b>Brick Red</b> SR.36 SRI 38
			
<b>Crimson Red</b> SR.38 SRI 41	<b>Koko Brown</b> SR.28 SRI 27	<b>Hawaiian Blue</b> SR.32 SRI 32	<b>Charcoal Gray</b> SR.38 SRI 38
			
			<b>Evergreen</b> SR.34 SRI 35

## Fluoropon - Premium Colors (Kynar)

\*These colors are Premium Colors for an additional cost.

				
<b>Almond</b> SR.63 SRI 75	<b>Koko Brown (K)</b> SR.29 SRI 29	<b>Stone Gray</b> SR.36 SRI 37	<b>Patrician Bronze</b> SR.26 SRI 25	<b>Regal White</b> SR.68 SRI 82
				
	<b>Evergreen (K)</b> SR.26 SRI 24	<b>Regal Blue</b> SR.26 SRI 24	<b>Brite Red</b> SR.49 SRI 55	<b>Patina Green</b> SR.45 SRI 51
				
<b>Brownstone</b> SR.47 SRI 53	<b>Colonial Red</b> SR.33 SRI 34	<b>Slate Blue</b> SR.29 SRI 29	<b>Boysenberry</b> SR.27 SRI 26	<b>Light Stone (K)</b> SR.52 SRI 59

- \* Oil Canning Is Not A Cause For Rejection.
- \* Alliance Recommends Intermediate Beads On All A-12 Panels.
- \* Alliance Does Not Recommend Lengths Greater Than 20'-0" On A-12 Panels.
- \* Alliance Recommends Striated Profile on Alliance-Lok 16 and NFS-16.



ENERGY  
STAR  
PARTNER



**Alliance Steel, Inc.**  
3333 S. Council Road  
Oklahoma City, OK 73179-4410  
Office 405-745-7500  
www.allianceokc.com

Our Toll Free Number is  
**1-800-624-1579**  
GENERAL FAX: 405-745-7502  
SALES FAX: 405-745-7503



5032

# INVOICE

One OverDrive Way  
Cleveland OH 44125  
Phone: (216) 573-6886 Fax: (216) 573-6888  
Email: [invoicing@overdrive.com](mailto:invoicing@overdrive.com)

Invoice Number	H-0031203
Date	11/01/2015
Page	1 of 1

Remittance Address:  
PO Box 72117  
Cleveland, OH 44192-0002

Bill To:  
Thomas J. Harrison Pryor Public Library  
505 East Graham  
Pryor OK 74361

Sold To:  
Thomas J. Harrison Pryor Public Library  
505 East Graham  
Pryor OK 74361

Customer ID	Customer Email	Purchase Order No.	Payment Terms
2393-0023	<a href="mailto:newberrys@pryorlibrary.org">newberrys@pryorlibrary.org</a>		Net 30
Description		Amount Due	
Library Participation-Maintenance Fee		\$1,000.00	
Library Participation-Future Content Purchases Participation in OK Virtual Library		\$2,000.00	
For the Twelve Month Period November 2015 - October 2016			
		<b>Total</b>	\$3,000.00
		<b>Tax Amount</b>	\$0.00
		<b>Amount Due</b>	<b>\$3,000.00</b> USD

Please make check payable to OverDrive, Inc.



**PREFERRED PUMP**

**PREFERRED PUMP & EQUIPMENT LP**

6 S VERMONT AVE  
 OKLAHOMA CITY, OK 73107  
 Phone: 405.948.4003 405.948.3318 Fax

**QUOTE**

Number	378261
Date	11/16/2015
Page	1

Ship To: TEMP	PRYOR CREEK GOLF COURSE 724 E 830 RD PRYOR, OK 74361	Bill To: 2200000	MISC HOUSE - OKLAHOMA
------------------	--	---------------------	-----------------------

Reference #	Expires	Slsp	Terms	Wh	Freight	Ship Via
DENNIS	NONE	229	COD	22	PREPAID	PPE

Quoted By: GDW      Quoted To: DENNIS BOWMAN

Item	Description	Ordered	UM	Price	UM	Extension
6F60463	6" MOTOR FE 60HP 3PH 460V	3	EA	4171.640	EA	12514.92
GM5043	SANDFIGHTER / SUBTROL 5HP 460V 3W 3PH MOTOR 4" GRUNDFOS 96405811	1	EA	690.380	EA	690.38
Customer Acceptance of Quote:						
Signature: _____						
Date: _____						
PO#: _____						

Merchandise	Misc	Tax	Freight	Total
13205.30	.00	1105.94		14311.24

S & D Electric Motor Inc

P.O. Box 1296  
Pryor, OK 74362

**Estimate**

Date	Estimate #
10/28/2015	102815

Name / Address
Pryor Creek Golf Course 724 E. 530 Rd Pryor, OK 74361

W. O. #	P.R. #	Project

Item	Description	Qty	Total
new	Grundfos Pump Type 4755600-6 3450 RPM 475 GPM 355 FT MODEL-B19 330006-P105244S265 2 WEEK DELIVERY \$5062.80 EACH	3	<del>15,188.40</del>
new	Franklin Motors 60 HP 3450 RPM 460 VOLT HI-TEMP 50 MODEL-276616020 2 WEEK DELIVERY \$9490.25 EACH PUMP AND MOTOR COMPLETE \$14,066.22 EACH	3	28,470.75
new	Grundfos Pump 40S.50-15 MODEL-ALL890015-PL0521VS406 304 FT	1	<del>1,680.15</del>
new	Grundfos Motor MS4000 PROD# 79354509 SER# 0514 5 HP 3460 RPM 460 VOLT 8.65 AMP PUMP AND MOTOR COMPLETE \$2724.72 EACH	1	1,199.38

Thank you for your business.

<b>Total</b>	\$46,538.68
--------------	-------------



Remit To: PO BOX 31386  
EDMOND, OK 73003

# QUOTE

DATE	ESTIMATE #
11/25/15	GPM151125E

TO:
PRYOR CREEK GOLF COURSE 6 N. ADAIR PRYOR, OK 74361

TERMS	PROJECT

QUOTE	TOTAL BID:
QUOTE ON 3 - 60 HP 6" SAND FIGHTER FRANKLIN MOTORS - 480 3-PHASE 3600 RPM... \$ 7912.80 EA.	23,738.40
1 - 5 HP FRANKLIN OIL SKIMMER MOTOR \$4257.91	4,257.91
(QUOTE GOOD UNTIL DEC 14TH, 2015. MATERIALS ORDERED AFTER DEC 15TH WILL INCLUDE A 2 to 4% PRICE INCREASE).	
* Total Contract Amount Accepted: \$ _____ *	
Print Name: _____ Date: _____	
Authorized Signature: _____	
* PAYMENT TERMS: 50% down, balance due upon completion. Balances are due upon receipt from date of invoice; 2% service charge per month is charged on all past due amounts. If account is referred to collections, the customer shall pay in addition to the past due amount, service charge and all cost of collections, including reasonable attorney fees. Payments will be required for work that has been completed if job has been postponed for unforeseen reasons. Payments will be based on the work that was completed up to postponement. This proposal may be withdrawn by us if not accepted within 30 days.	
* ACCEPTANCE OF PROPOSAL: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. With acceptance of this proposal I am aware that I am responsible for payment for any permits, equipment and materials restocking fees and any other accrued cost for the above described job scope should I cancel the job prior to having the work performed.	

If you have any questions, please call Gary Palecek @ 405.990.2531

**TOTAL BID:**

Phone #	Fax #	E-mail
405.990.2531	1.877.476.8308	gpalecek@aol.com



Remit To: PO BOX 31386  
EDMOND, OK 73003

# QUOTE

DATE	ESTIMATE #
11/25/15	GPM151125E

TO:
PRYOR CREEK GOLF COURSE 6 N. ADAIR PRYOR, OK 74361

TERMS	PROJECT

QUOTE	TOTAL BID:
<p>* WARRANTY: GPM Pumping Systems gives a (1) one year warranty (guarantee) on all labor services. All HDPE and stainless steel components are guaranteed for 5 (five) years. Pumps, motors &amp; control panel components are guaranteed for 1 (one) year, excluding power surges, electrical brown out and lightning from date of startup, but no later than sixteen (16) months from the date of invoice. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control. Bidder to carry all necessary insurance including Workers Compensation Insurance and Comprehensive Liability Insurance. Certificates available upon request.</p> <p>Respectfully Submitted: _____ Date: _____</p> <p>(The electronic mail and the materials enclosed with this transmission are the private property of "GPM PUMPING SYSTEMS" and the materials are privileged communication intended solely for the receipt, use, benefit and information of the intended recipient indicated above.</p> <p>If you are not the intended recipient, you are hereby notified that review, disclosure, copying, distribution, or the taking of any action in reliance to the contents of this transmission is strictly prohibited, and may result in legal liability on your part. If you have received this transmission in error, please notify us immediately at the e-mail address listed above and arrange for the destruction or return of this transmission to us.)</p>	

If you have any questions, please call Gary Palecek @ 405.990.2531

**TOTAL BID:**

\$27,996.31

Phone #	Fax #	E-mail
405.990.2531	1.877.476.8308	gpalecek@aol.com



applied concepts, inc.

2609 Technology Dr.  
Plano, TX 75074  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Mgr | Bart Hogue  
972-801-4833

QUOTE

# 183525

Page 1 of 1

Date: 10/21/15

Reg Sales Mgr: | Jim Fink  
214-399-0430

Effective From : 10/21/2015

Valid Through: 11/24/2015

Lead Time: 21 working days

<b>Bill To:</b> Pryor Police Department 214 S Mill St Pryor, OK 74361-5222	<b>Customer ID:</b> 017506  Accounts Payable	<b>Ship To:</b> Pryor Police Department 214 S Mill St Pryor, OK 74361-5222	<i>UPS Ground</i>  Chief Steve Lemmings
---	--	---	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	2	809-0002-00	Stalker Patrol 2 Antenna	24	\$1,408.95	\$2,817.90

Ln	Qty	Part Number	Description	Price	Ext Price
1	2	200-0849-00	Stalker Patrol Counting Unit		\$0.00
2	4	200-0851-00	Stalker Patrol K-band Antenna		\$0.00
3	2	200-0923-00	Patrol Ergonomic Remote Control, Screw Latch		\$0.00
4	2	200-0772-00	25 MPH K-Band Tuning Fork		\$0.00
5	2	200-0773-00	40 MPH K-Band Tuning Fork		\$0.00
7	2	200-0245-01	Stalker Patrol K-band Antenna Mount		\$0.00
8	2	155-2305-02	Stalker Patrol 2 ft Antenna Cable		\$0.00
9	2	155-2305-16	Stalker Patrol 16 ft Antenna Cable		\$0.00
10	2	155-2283-50	CAN/VSS Power Cable		\$0.00
11	2	200-0866-00	Stalker Patrol Manual		\$0.00
12	2	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
13	2	060-1000-24	24-Month Warranty		\$0.00
14	1	200-0743-01	Crown Vic Dash Lip Mount for CU/Kband Ant	\$100.00	\$100.00
15	1	200-0798-01	2008-2011 Dodge Charge Mount-K-band	\$99.00	\$99.00

<b>Group Total</b>					<b>\$3,016.90</b>
--------------------	--	--	--	--	-------------------

Product	\$3,016.90	Sub-Total:	\$3,016.90
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		<b>Total:</b>	<b>\$3,016.90</b>



# Quotation

Date Oct 21, 2015	Page 1
Order Number QT00006409	
Quote Expiration Date 4/18/2016	

3433 East Wood Street  
Phoenix, AZ 85040  
Phone: (888) 428-4315  
Fax: (602) 621-4200

**Sold To:**

PRYOR POLICE DEPT  
214 MILL ST  
PRYOR, OK 74361  
US

**Ship To:**

PRYOR POLICE DEPT  
214 MILL ST  
PRYOR, OK, 74361  
US

Reference	PO Number	Customer No.	Salesperson	Salesperson	Order Date	Ship Via	Terms
		OKP07322	JBC		Oct 21, 2015	GND	NET30

Qty. Ord.	Vendor Part Number	Description	Unit Price	Extended Price
1	G2S RADAR / KDBM S778-40C-0 S778-37-0 S778-41-0 S778-43-0 S769-105-0 S769-115-0 S773-235A-0 S758-34-0 S703-35.2 S703-65.6 P701-2 WARR 5 US MANUAL	G2S RADAR W/ 2 K NONDIRECTIONAL ANTENNAS - MPH G2 SELECT COMPUTER WITHOUT DISPLA G2 SELECT DISPLAY UNIT G2S HAND REMOTE CONTROL G2S SRK-BAND ANTENNA (NON-DIR) G2 ANTENNA CABLE - 8 FT G2 ANTENNA CABLE - 22 FT MOUNTING BRACKET WINDSHIELD W/ GL MOUNTING BRACKET DECK ASSEMBLY K 35.2 MPH FORK K 65.6 MPH FORK TUNING FORK CASE WARRANTY 5 YEAR US USER MANUAL	1,995.00	1,995.00
1	G2 PATROL / 1 XG2-01 XG2-02 XG2-03 XG2-04 XG2-06 XG2-07 XG2-08	G2 PATROL SOFTWARE STATIONARY SOFTWARE MOVING MODE-OPPOSITE DIRECTION SAME DIRECTION SOFTWARE FASTER SOFTWARE VIDEO INTERFACE OPTION G2 PATROL LOCK FEATURE G2 PATROL BLANK FEATURE	0.00	0.00
1	S769-116-0 /	G2 DETACHBLE DISPLAY CABLE KIT	0.00	0.00
1	S758-51-0 /	G2 COMPUTER MOUNTING BRACKET	0.00	0.00
<p><i>Quotation continued on next page ...</i></p>				



**Quotation**

<b>Date</b> Oct 21, 2015	<b>Page</b> 1
<b>Order Number</b> QT00006408	
<b>Quote Expiration Date</b> 4/18/2016	

3433 East Wood Street  
 Phoenix, AZ 85040  
**Phone:** (888) 428-4315  
**Fax:** (602) 621-4200

**Sold To:**

PRYOR POLICE DEPT  
 214 MILL ST  
 PRYOR, OK 74361  
 US

**Ship To:**

PRYOR POLICE DEPT  
 214 MILL ST  
 PRYOR, OK, 74361  
 US

Reference	PO Number	Customer No.	Salesperson	Salesperson	Order Date	Ship Via	Terms
		OKP07322	JBC		Oct 21, 2015	GND	NET30

Qty. Ord.	Vendor Part Number	Description	Unit Price	Extended Price
1	G2S RADAR / KADBM S778-40C-0 S778-37-0 S778-41-0 S778-42-0 S769-105-0 S769-115-0 S773-235A-0 S758-34-0 S706-35.2 S706-50.6 P701-2 WARR 5 US MANUAL	G2S RADAR W/ 2 Ka ANTENNAS - MPH G2 SELECT COMPUTER WITHOUT DISPLA G2 SELECT DISPLAY UNIT G2S HAND REMOTE CONTROL G2 SRKa ANTENNA G2 ANTENNA CABLE - 8 FT G2 ANTENNA CABLE - 22 FT MOUNTING BRACKET WINDSHIELD W/ GL MOUNTING BRACKET DECK ASSEMBLY Ka 35.2 MPH FORK (KITCHING) Ka 50.6 MPH FORK TUNING FORK CASE WARRANTY 5 YEAR US USER MANUAL	2,195.00	2,195.00
1	G2 PATROL / 1 XG2-01 XG2-02 XG2-03 XG2-04 XG2-06 XG2-07 XG2-08	G2 PATROL SOFTWARE STATIONARY SOFTWARE MOVING MODE-OPPOSITE DIRECTION SAME DIRECTION SOFTWARE FASTER SOFTWARE VIDEO INTERFACE OPTION G2 PATROL LOCK FEATURE G2 PATROL BLANK FEATURE	0.00	0.00
1	S769-116-0 /	G2 DETACHBLE DISPLAY CABLE KIT	0.00	0.00
1	S758-51-0 /	G2 COMPUTER MOUNTING BRACKET	0.00	0.00

Quotation continued on next page ...

# Quotation



## KUSTOM SIGNALS, INC.

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913-492-1400 Fax 913-492-1703  
sales@kustomsignals.com www.kustomsignals.com

Date 11/17/2015

To... CHIEF STEVE LEMMINGS  
PRYOR POLICE DEPT  
  
214 S MILL ST  
PRYOR OK 74361-5222

Quote # 1506997341233SC  
Terms Net 30  
This Quote Expires on 02/15/2016  
Phone 918-825-1212  
Fax 918-825-2223

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
	OK NASPO Contract #4103		
2	Directional Golden Eagle II, dual antenna, Ka-Band DCM Includes Shipping  27-Month Standard Warranty	\$2,465.41	\$4,930.82
		<b>Total</b>	<b>\$4,930.82</b>

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*Jenny Coughenour*

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(918)825-4558 (voice)  
(918)825-1623 (facsimile)*



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[www.ritchieautoinjurylaw.com](http://www.ritchieautoinjurylaw.com)

**MEMBERS OF THE FIRM**

<u>Attorneys:</u>	<u>Paralegals:</u>
K. Ellis Ritchie	Debra Ray
Bryan A. Rock	Hannah Gerhart, CP
Chris R. Kemp	

<u>Receptionist</u>	<u>Office Manager:</u>
Tammy Buff	Jara Jaques

**November 20, 2015**

**Mayor Jimmy Tramel  
Eva Smith  
12 N. Rowe  
Pryor, OK 74361**

**Re: CBA Negotiations  
Fiscal Year 2015-2016**

**Dear Mayor Tramel and Ms. Smith,**

Please find enclosed the original, final, and complete 2015-2016 Police CBA which needs to be placed on the next council agenda for approval and signature by the Mayor, City Clerk, and Mr. Ritchie.

If you should have any questions, please contact our office.

**Sincerely,**

A handwritten signature in blue ink that reads "Hannah Gerhart". The signature is fluid and cursive.

**Hannah Gerhart, CP  
Paralegal to  
K. Ellis Ritchie  
City Attorney, Pryor Creek, OK**

**Enclosure**

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE CITY OF PRYOR CREEK, OKLAHOMA  
AND  
LODGE NO. 116  
FRATERNAL ORDER OF POLICE  
EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2016**

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

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Pryor Creek, Oklahoma, hereinafter referred as "THE CITY" and Bargaining Unit Lodge No. 116 Fraternal Order of Police, hereinafter referred to as "THE LODGE".

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

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

**ARTICLE 2**  
**RECOGNITION**

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

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

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

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

## ARTICLE 4

### DURATION OF AGREEMENT

**SECTION 1:** This agreement shall be effective as of July 1, 2015, unless otherwise specified, and shall remain in 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 appropriation of monies by THE CITY are included as matters of the collective bargaining, written notice of request for collective bargaining shall be given by either party at least one hundred twenty (120) days before the last day on which monies can be appropriated by THE CITY to cover the contract period which is subject of the collective bargaining procedure.

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

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

## ARTICLE 5

### INCORPORATION OF POLICIES AND PROCEDURES

Pursuant to OKLA. STAT. 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 police department and City of Pryor Creek currently in effect on the effective date of this agreement are incorporated into this agreement except as expressly modified or changed by the specific

terms of this agreement.

## **ARTICLE 6**

### **NON-DISCRIMINATION**

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

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

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

## **ARTICLE 7**

### **PROHIBITION OF STRIKES**

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

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

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

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

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

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

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

The Bargaining Committee of THE LODGE shall be the committee responsible for representing THE LODGE in collective bargaining with THE CITY. For this purpose, it is agreed to establish a Bargaining committee to consist of three (3) members appointed by THE

LODGE and not more than three (3) alternates, who may or may not be members of THE LODGE, appointed by the committee. The Bargaining committee of THE CITY shall be appointed by the Mayor and shall include himself/herself, the City Attorney or other legal counsel and three (3) members of the City Council.

THE LODGE, collectively, shall be afforded four (4) days off to attend F.O.P. business; such as Local, State and National F.O.P. Business. These days may be taken by one member or any combination by authority of THE LODGE President. At least two weeks' notice shall be given to the Chief of Police before the days off can be taken. . For purposes of example for clarification, this means that 1 member of the LODGE could take up to 4 days off or 4 members of the LODGE could each take off up to 1 day for qualified purposes.

## ARTICLE 11

### GRIEVANCE PROCEDURE

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

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

**SECTION 3:** Grievance Procedure:

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

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

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

(d) The Chief of Police shall have five (5) working days to respond in writing to the grievance. The response of the Chief of Police is effectively given when delivered to the Lodge President. If the grieving party is not satisfied with the written response from the Police Chief,

the grieving party may continue the grievance to the City Council within ten (10) working days after receiving a response from the Chief of Police by delivery of the written grievance to the Mayor or to the City Clerk.

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

**SECTION 4:** Arbitration Procedure:

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

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

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

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

**SECTION 5:** Conflicting Procedure:

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

**ARTICLE 12**

**SENIORITY**

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

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

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

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

- (a) Scheduling of annual vacations;
- (b) Scheduling of time off pertaining to maintaining a work period of one hundred sixty (160) hours as specified in Article 27 Sec. 2.;
- (c) Scheduling of holiday time off ; and
- (d) Scheduling regular days off.

**SECTION 5:** In the event of a conflict between employees of different classification in scheduling of time off referenced in Section 4, seniority in rank shall be the deciding factor. In the event of conflict between employees of the same classification in scheduling time off referenced in Section 4, seniority of time at the stated classification shall be the deciding factor.

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

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

**ARTICLE 13**

**PERSONNEL REDUCTION**

**SECTION 1:** In the event personnel reduction (layoff) is necessary, the Chief of Police will determine the classifications to be affected. The employee with the least seniority in such classification will be the first to be laid off, subject to thirty (30) days notice to all employees. The affected employee shall have the right to assume a position in a lower classification covered by this agreement; provided, he or she is determined to have the qualifications for said position by the Chief of Police and provided further he or she may not assume the position of an employee in a lower classification if that employee has greater seniority.

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

**ARTICLE 14**

**ANNUAL LEAVE**

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

Hire date to 1 year anniversary	No annual leave may be used during the first year of employment. Leave to be used following the first year of employment accumulates during the first year of
---------------------------------	---

	employment at rate of 0.8334 days per calendar month (10 days for the year)
During years 1 to 5 of employment	Accumulating at rate of 0.8334 days per calendar month (10 days for the year)
During years 6 to 19 of employment	Accumulating at rate of 1.25 days per calendar month (15 days for the year)
During year 20 and subsequent years of employment	Accumulating at rate of 1.667 days per calendar month (20 days for the year)

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

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

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

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

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

**ARTICLE 15**  
**HOLIDAYS**

**SECTION 1.** Employees shall be granted holiday time off work based upon the number of scheduled holidays to be observed during the calendar year as established by the city each year. For the contract year 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 Chief of Police. Employees hired during a calendar year shall not receive time off work for scheduled holidays which have occurred preceding their hire date.

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

#### **ARTICLE 16**

#### **SICK LEAVE**

The sick leave policy contained in the City of Pryor Creek Policies and Procedures manual in effect on the effective date of this agreement shall be the sick leave policy applicable to members of the bargaining unit.

#### **ARTICLE 17**

#### **BEREAVEMENT LEAVE**

Three (3) consecutive work days bereavement leave will be allowed upon the death of an immediate member of employee's family or spouse's family. "Immediate member" shall be defined as wife, husband, brother, sister, father, mother, children, grandparents. One (1) additional day of paid bereavement leave will be allowed for travel of 300 miles or more one way which travel is required due to the death of an immediate family member as described above. Any leave taken in excess of the three (3) days or the allowed additional day will be charged against the employee's annual leave account.

#### **ARTICLE 18**

#### **EMERGENCY MAJOR MEDICAL LEAVE**

Up to thirty (30) days leave with pay for a major medical emergency may be granted when recommended by the Chief of Police and approved by the Mayor and City Council. Such

leave may only be granted when all regular sick leave has been expended. Granting of this leave is extraordinary and should rarely occur.

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

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

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

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

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

When a member of the Police Department is unable to perform his or her duties because of sickness or temporary disability caused or sustained while in the discharge of the member's duty as such member, the member's continued compensation shall be paid according to the provisions of 11 O.S.5 0-116.1,et; seq. as currently enacted, or hereinafter amended.

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

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

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

Any employee selected for jury service by a court of record, which jury service, requires the employee to miss assigned work hours shall receive regular pay and benefits except for the amount paid for jury duty. Any employee that is regularly scheduled to work on the night shift at the time the employee is called for jury service shall be allowed off work during the employee's jury service and shall receive regular pay and benefits except for the amount paid for

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

## ARTICLE 24

### INSURANCE

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

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

- a. For Employee Coverage: 100% of the employee's actual cost of coverage for health, dental and life insurance.
- b. For Employee and Dependent Coverage:
  - (1) 100% of the Employee portion of the premium for coverage of the employee for health, dental and life insurance;
  - (2) 95% of the Dependent(s) portion of the premium for coverage of the dependent(s) for health insurance. The City shall not share in any portion of the cost of dependent(s) dental or life insurance.

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

## ARTICLE 25

### WORK PERIOD

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

date.

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

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

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

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

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

## **ARTICLE 26**

### **PAY PERIOD**

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

## **ARTICLE 27**

### **SPECIAL ASSIGNMENTS**

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

- (a) Call out ..... 2 hrs
- (b) Firearms qualification.....2 hrs
- (c) Monthly firearms practice.....2 hrs

- (d) Department meetings.....2 hrs
- (e) Training meetings.....2 hrs
- (f) Court.....2 hrs
- (g) Schools and seminars ..... 2 hrs

Special Qualification Pay for the herein below listed special qualifications shall be compensated at a rate of \$90.00 per month per special qualification. Any officer who holds more than one of the special qualifications listed shall not receive more than three (3) monthly rates for their special qualifications:

- (a) DRE - Drug Recognition Expert
- (b) DARE
- (c) CLEET Certified Instructors
- (d) Paramedic/first responder
- (e) Canine Handler
- (f) Clandestine Lab Tech
- (g) Field Training Officer
- (h) Special Weapons Tactics
- (I) Armorer
- (j) Intoxilizer Operator

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

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

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

Employees attending approved police training required or approved by the Chief of Police shall be compensated for the number of scheduled class time hours. Necessary

travel time to and from training outside Mayes County shall be compensated based on actual travel time.

## ARTICLE 28

### EQUIPMENT

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

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

- (a) One (1) handgun
- (b) One (1) holster
- (c) Three (3) cartridge magazines
- (d) One (1) cartridge magazine holder
- (e) One (1) set handcuffs
- (f) Flashlight and Flashlight holder
- (g) Pepper Gas
- (h) Radio and Radio holder
- (i) Three (3) summer shirts
- (j) Three (3) winter shirts
- (k) Three (3) trousers
- (l) Outer belt
- (m) Inner belt
- (n) Cuff case
- (o) Keepers
- (p) Two (2) badges
- (q) Two (2) Name plates
- (r) Collar brass
- (s) Winter (heavy) coat
- (t) Lightweight coat

- (u) Rain Coat
- (v) Traffic Vest
- (w) One (1) pair of boots

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

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

**SECTION 5:** The type, quality, repair and maintenance of all uniform and equipment items shall be as determined by the chief of police with approval by the mayor and consent of the council if required. The Chief of Police or his / her designee shall determine when and if any uniform and equipment item needs repair or replacement. As required by the Chief of Police or his / her designee the employee shall be required at his or her expense to clean and/or alter the issued uniform. Issued uniform and equipment items in need of repair or replacement due to extensive damage while in the performance of the official police duties will be repaired or replaced by THE CITY. THE CITY further agrees to bear the cost of repair or replacement of issued uniform and equipment items, not damaged while in the performance of official duties, but determined in the discretion of the Chief of Police or his/her designee as in need of repair or replacement. The maximum cost of all repairs or replacements of uniform and equipment items not damaged while in the performance of official duties for each employee shall be \$450.00 annually. The \$450.00 annual employee budget for repair or replacement items may be used for the purchase of (a) Ballistic-protective safety glasses [to include prescription] (b) Cuff keys,(c) Puncture resistant safety gloves, (d) Class A/B = uniforms [511 pants and polo shirts or equivalent as approved by the Chief or his/her designee], and (e) Suits for in-court testimony or

investigation purposes as deemed necessary and approved in advance of purchase by the Chief or his/her designee. The city shall furnish one Class A or B shirt and pants per bargaining member per year.

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

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

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

**SECTION 8:** Members of the bargaining unit who are required to use a personal cell phone while on duty shall receive \$30.00 per month toward the cost of the same subject to the approval

of the Chief of Police

**SECTION 9:** Officers retiring from service with the Pryor Police Department with Twenty (20) years of service or more shall be entitled to retain their service handgun upon declaration of same as surplus by the City Council in conformance with the intent of "Resolution No. 86-12" of the City of Pryor Creek.

**ARTICLE 29**

**EDUCATION INCENTIVE**

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

- (A) College Credit. No Degree - \$3.00 per credit hour per year up to 60 hours of college credit to be paid One (1) time in January of the calendar year following the calendar year in which the college credit(s) was earned.
- (B) Associates Degree – 2% increase over base salary;
- (C) Bachelors Degree – 4% increase over base salary;
- (D) Masters Degree – 6% increase over base salary.

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

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

**ARTICLE 30**

**LONGEVITY**

THE CITY agrees during the term of this agreement to increase each employee's salary for length of service according to THE CITY'S personnel policy and pay plan upon time evaluation of the Chief of Police and the Mayor. The following is a list of employees as of July 1, 2014, who are covered by this contract and their hire date.

EMPLOYEE	HIRE DATE
Sioux Greninger	May 21, 1987

Steve Lemmings	June 16, 1993
James Blower	May 15, 1992
Jeremy Cantrell	February 21, 2007
Jeff Mitchell	May 21, 1998
Kevin Tramel	October 8, 1999
Doug Barham	September 1, 2000
Justin Couch	January 20, 2005
Joseph Scott Garrett	February 21, 2002
James E. Willyard	February 21, 2002
Michael Moore	March 24, 2005
Tommy Parker	April 21, 2007
Jack Cunningham	January 20, 2008
Kenneth Bennett	February 1, 2008
David Carpenter	November 3, 2007
Jared Vance	May 7, 2008
Dustin Vanhorn	June 20, 2007
Nate Reed	November 29, 2013
Trent Humphrey	November 29, 2013
Chuck Ward	November 29, 2013
Justin Allen	October 5, 2015
Nick Dobbs	November 7, 2015

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

commencing on the 5th and 10th year anniversary dates.

## ARTICLE 31

### PERFORMANCE EVALUATION

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

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

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

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

## ARTICLE 32

### MERITORIOUS STEP INCREASE

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

## ARTICLE 33

### COMPENSATION

**SECTION 1:** The rate of compensation for those employees subject to this agreement shall be as set forth on Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth. Any change in the rate of compensation for any employee subject to this agreement shall be retroactive to July 1, 2015, except where otherwise designated.

**SECTION 2:** In rare instances, in the absence of a shift supervisor, a senior patrolman has to work as acting supervisor, he/she shall be compensated an additional .30 cents per hour.

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

## ARTICLE 34

### CITIZENS COMPLAINTS

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

## ARTICLE 35

### SUCCESSORS AND ASSIGNS

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

## ARTICLE 36

### PREPARATION AND DISTRIBUTION OF PUBLICATIONS

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

## ARTICLE 37

### PERSONNEL FILES, CONFIDENTIALITY

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

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

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

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

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

**SECTION 6:** Personnel files will not be made available to any person other than the employee,

the Chief of Police, or responsible management and staff personnel of THE CITY, except as are otherwise provided in the Oklahoma Open Records Act, Title 51, Oklahoma Statutes 1991, Section 24A.1 et seq; or as may be required by a court order.

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

### **ARTICLE 38**

#### **LEGAL REPRESENTATION**

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

### **ARTICLE 39**

#### **DUES**

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

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

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

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

### **ARTICLE 40**

**SAVINGS CLAUSE**

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

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

**ARTICLE 41**

**DRUG TESTING**

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

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

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by the Mayor and Council of the City of Pryor Creek, Oklahoma.

**CITY OF PRYOR CREEK, OKLAHOMA**

By \_\_\_\_\_  
**Jimmy Tramel, Mayor**

**(Seal)**  
**ATTEST:**

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

K. Ellis Ritchie, City Attorney

FRATERNAL ORDER OF POLICE  
LODGE NO.116

By Doug Barkan  
Lodge President

(SEAL)

Attest:

Miriam Mune  
Lodge Secretary

**POLICE PAY PLAN  
2015 - 2016**

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
		Hire Date	1 Year	4 Years	7 Years
<b>J</b>	<b>POLICE PATROLMAN</b>	\$32,295	\$37,174	\$39,278	\$43,633
<b>K</b>	<b>POLICE CORPORAL</b>	\$33,192	\$38,211	\$40,378	\$44,827
<b>L</b>	<b>POLICE SERGEANT</b>	\$34,118	\$39,278	\$41,345	\$47,000
<b>M</b>	<b>POLICE CAPTAIN</b>				\$47,504

EXHIBIT A - 2015-2016 Police Pay Plan