

SUPPORT STAFF

Hannah Gerhart, Office Mgr.
Sarah Morgan, Receptionist
Teresa Batt, Receptionist
Teri Hodges, Paralegal
Julie Thomas, Paralegal

ATTORNEYS

K. Ellis Ritchie
Bryan A. Rock
Chase McBride
Nicholas Atwood

Pryor, Oklahoma: 21 N. Vann: P.O. Box 246: 74362
Shawnee, Oklahoma: 116 N. Bell Ave: P.O. Box 3011: 74802

February 24, 2020

Mayor Larry Lees
(By email)

Re: Property: Amad Nadaf Property at 3986 W. 530 Rd "Fat Toad Brewery"
Matter: State Fire Marshal Requirements

Dear Mayor Lees,

As a result of recent events concerning the above referenced property and the State Fire Marshal you requested that I do an investigation of the matter and provide a report of my findings and opinion. This report addresses your request.

Factual Background

1. Prior to the annexation of the MAIP property Mr. Nadaf contacted the City and requested a meeting. He wanted to meet with the City to discuss the development of his property immediately adjacent to MAIP's property. The expressed purpose of the meeting was that he planned to connect his development to the City of Pryor sewer and wanted the City to annex his property into the City at a later date. He wanted to discuss all this with City officials and review development plans for his property to assure compliance with Pryor's building and zoning regulations relative to the future annexation of his property.
2. The meeting Mr. Nadaf requested was scheduled. He met with the City Engineer, City fire plan reviewer, a representative of the City's building inspection department and the Mayor. It was explained to Mr. Nadaf that his property was outside the City and therefore the City had no jurisdiction over his project. However, since Mr. Nadaf was planning to connect to City sewer and have his property annexed into the City the City was willing to answer questions and provide information to assure his property complied with building and zoning regulations when it was annexed. At this meeting Mr. Nadaf brought conceptual plans for the project. He was advised by the City Engineer and the Fire Plan Reviewer that even though the property was not in the City state law required that he obtain a building permit with the State Fire Marshal which required that he develop and submit project plans to the State Fire Marshal's office.

3. A few weeks after the meeting discussed above, and after the annexation of the MAIP property a meeting was held by representatives of MAIP, the County and the City to discuss various aspects of the MAIP project. By the time this meeting took place Mr. Nadaf had started construction on his property. He had poured the slab. MAIP pointed out that it appeared the slab was poured in a location that would eliminate the ability to provide Mr. Nadaf's property access from the redeveloped 530 Road. It was also pointed out that the slab appeared to be encroaching over the property line and onto the MAIP property which had been annexed. Following this meeting MAIP had a survey performed which revealed that the slab did encroach over the property line slightly onto the MAIP property.
4. Based on the information gained above the Mayor determined that a meeting should be set up among the City, Mr. Nadaf and MAIP to make sure that everyone was fully informed about these new issues and to see what might be done to address the issues.
5. On January 24, 2020 a meeting was held among the City, Mr. Nadaf, Mr. Nadaf's contractor (Kelly Construction) and MAIP. The City Engineer pointed out that the slab had been poured in a different location than was shown on the conceptual plans initially reviewed by the City. It was explained that the location the slab had been poured prevented the construction of access to the property off 530 Road. It was further discussed that the survey of the MAIP property revealed the slab did slightly encroach over the property line onto the MAIP property. The City Engineer mentioned at this meeting that the plans depicting the building layout were different from the conceptual plans and appeared to present possible issues with respect to fire codes. The City again explained to Mr. Nadaf that his property was not in the City Limits and that the City had no jurisdiction over what he did or did not do with his property. It was explained that the meeting was being held to assist him with information and bring these issues to everyone's attention in order to hopefully avoid problems for everyone especially given the fact that Mr. Nadaf had indicated that he was going to ask for annexation of his property into the City. A copy of the letter from the City Attorney to Mr. Nadaf is attached which confirmed the matters discussed at the meeting. See "Exhibit A" to this letter.
6. Following the above referenced meeting the City Engineer contacted the State Fire Marshal's office to clarify whether the possible issues he noted regarding the construction were applicable in this instance. The Fire Marshal's office advised the City Engineer that they had no information concerning this construction project. They indicated that no plans or specifications had been submitted to them as required by state law and no permit had been issued by them for this construction. The inspector

indicated that he was already traveling to this location to do work on the MAIP project and that he would go by the Nadaf property on that trip.

7. On February 11, 2020 the Fire Marshal's inspector made his trip to the property and observed the unpermitted construction that was going on.
8. On February 12, 2020 the Fire Marshal's inspector filled out the standard form they use in these matters which is entitled "Complaint Inspection". The requirements made by the State Fire Marshal were that plans by a licensed engineer or architect be prepared and submitted to the State Fire Marshal for review and that a permit from the State Fire Marshal be obtained for the construction project. The Fire Marshall did not assess any fine. (See attached "Exhibit B" Fire Marshal's paperwork")

Findings & Opinions

1. Based on my investigation of all the foregoing which included direct communications with the State Fire Marshal's office, the City Engineer, the Mayor and my personal involvement in the January 24 meeting with Mr. Nadaf and Mr. Kelly it is my conclusion that the City Engineer did not "file a complaint" with the Fire Marshal's office. He contacted the Fire Marshal's office to ask questions about the construction that was being made on the Nadaf property. Those question triggered the Fire Marshal's Office gaining knowledge that this construction was going on in violation of state law without a required permit.
2. The construction which was being performed on the Nadaf property at the time of the meeting on January 24 was being done in violation of state law. The following statutes apply to the facts:
 - **OKLA. STAT. Tit. 74 §324.11** is applicable state wide in all areas of the state regardless of whether the subject is located in the rural areas of a county or in the corporate limits of a City or town. It requires building permits to be issued prior to construction or major alteration for all occupancies identified in the International Building Code.
 - **OKLA. STAT. Tit. 74 §324.11** charges the state fire marshal with the authority and responsibility to issue building permits in those areas of the state where there is not a local jurisdiction that requires such permits. In rural areas of the county outside of the City limits the state fire marshal is charged with this responsibility and vested with this authority.
 - **Chapter 3 of the IBC:** The commercial occupancies listed in the IBC are very broad and include occupancies for food or drink consumption, restaurants, taverns, bars, office and service-type transactions. These are the anticipated type occupancies for the property in this matter.

Mayor Lees
Re: Nadaf Property
February 24, 2020
Page 4

3. The City Engineer did not make a complaint in this matter. Rather his question to the Fire Marshal triggered the Fire Marshal's notice of the unpermitted construction. However, if he had known of the unpermitted construction it would have been proper for him to report it to the Fire Marshal's Office.
- The requirement in our state that all construction of commercial properties such as the one in this case be permitted by the State Fire Marshal is founded on the protection of the health, safety and welfare of the public from dangers attendant to fires in commercial structures.
- Under the Engineer's Rules of Professional Conduct in our state:
 - 245:15-9-3 Responsibility to the Public
 - (a) Licensees shall at all times recognize their primary responsibility is to safeguard the health, property, safety, and public welfare when performing services for clients and employers.
 - Engineering Code of Ethics:
 - II. Rules of Practice: 1) Engineers shall hold paramount the safety, health, and welfare of the public.

If you have further questions or need additional information on this matter please contact me.

Sincerely,



K. Ellis Ritchie
City Attorney



SUPPORT STAFF

Hannah Gerhart, Office Mgr.
Sarah Morgan, Receptionist
Teresa Batt, Receptionist
Teri Hodges, Paralegal
Julie Thomas, Paralegal

ATTORNEYS

K. Ellis Ritchie
Bryan A. Rock
Chase McBride
Nicholas Atwood

Pryor, Oklahoma: 21 N. Vann: P.O. Box 246: 74362

Shawnee, Oklahoma: 116 N. Bell Ave: P.O. Box 3011: 74802

January 24, 2020

Amad Nadaf
2816 Kentucky Ave
Pryor, OK 74361

Re: Development Fat Toad Property

Dear Mr. Nadaf,

This letter will confirm the discussions of even date with this letter had at the Pryor City Hall wherein you, your contractor, a representative from MAIP, the Mayor, City Engineer and I met to have an informational discussion concerning the development you are pursuing at your property south of Pryor and adjacent to the MAIP development which has been annexed to the City and is underway.

As we discussed in that meeting, the City of Pryor has no jurisdiction over your property as it is in the county and not in the City's limits. As such the City cannot approve or disapprove any of your development plans, nor can it advise you or make requirements on matters having to do with your development. The City values you as an important part of our community and is certainly more than willing to share public information with you to be of assistance as you pursue your development.

Our meeting was prompted by the fact that the City has annexed the property adjacent to your property and is involved in working with MAIP concerning their development on that property. In the course of that project it was discovered that the new slab you poured encroaches slightly onto the MAIP property. It was also noted that the new slab extends to a point south to such a degree that the MAIP engineers had concerns about the drive shown on their preliminary plans for the adjacent roadway. Thus, the Mayor thought it good for all involved to meet and discuss these issues for everyone's benefit as the developments proceed.

In that meeting we had discussions concerning the encroachment, the roadways, driveways and to a very limited extent the fact that your construction is subject to state building codes even though it is in the County and not the City.

Telephone Numbers

(918) 825-4558 (Pryor)

(405) 878-2080 (Shawnee)

Toll Free

(888) 848-4558

Facsimile

EXHIBIT

A

Amad Nadaf
Re: MAIP/Fat Toad
01/24/2020
Page 2

I explained to you that since your property is in the County and not the City that the City was not telling you anything concerning what you can or cannot do regarding your property. The information provided to you was simply to assist you with general information that may help you identify things that you and your builder should further investigate in the course of your development.

Matters having to do with the encroachment and the driveways and roads are matters that you should be addressing directly with MAIP and its engineers at this point in time. I have asked the City Engineer to provide the name and contact information to you concerning MAIP's engineer so that you and your contractor can communicate with them directly on these issues. I have also advised our City Engineer that he should not be placing himself in any kind of a go-between with you and MAIP. It is best that you and MAIP work directly with each other on these issues.

Again, you are a valued member of our community and are always a pleasure to deal with. The City is pleased to provide you, upon your requests, with public information it has which may be of assistance to you as you develop your property. I want to emphasize however that in a development like the one going on at the MAIP property it is a dynamic process in which plans change along the way. Since your property is not in the City and therefore is not part of the City's planning and inspection processes matters having to do with your property will not be a part of the City's processes. Therefore, I would encourage you to stay in contact with MAIP and with the City in order to stay informed of matters which may be important to you in the development of your adjacent property.

Sincerely,

K. Ellis Ritchie

cc: Mayor
S. Powell
J. Schaffitzel
J. Crisp
B. Anderson



OKLAHOMA STATE FIRE MARSHAL
2401 NW 23rd, Suite 4
Oklahoma City, OK 73107
Telephone: 405-522-5005
Fax: 405-522-5028

Complaint inspection

Date of Complaint: January 24, 2020

File Number: A4935-011-20 Type: Site visit Inspection Date: February 11, 2020

Business Name: FatToad Brewery

Address: 3986 W 530 Road City: Pryor Zip: 74361

County: Mayes Phone: 918-373-1668

Owner: Contractor is Kelly Construction "Ryan Kelley"

Mailing Address: 3986 W 530 Road City: Pryor State: OK

Zip: 74361 Phone: 918-373-1668

Occupancy Type: F-1/A-2/M Occupant Load: Unknown Area: 4000 approximately

Number of Stories: 1 Construction type: 2B Basement: No

Specific Complaint: Outside city limits of Pryor - Building W/O permits.

Complaint : ☒ Founded ☐ Unfounded

of violations: 1

EXHIBIT

tabbies

B

**Corrective Action/
Comments**

Existing building is approximately 2400 sq ft. New building/add on next to the existing building is approximately 4000 sq ft. Complaint is regarding the new/remodel 4000 sq ft area.

Made contact with contractor Ryan Kelley of Kelley Construction who is the General Contractor for this project.

Must submit building plans by a Oklahoma licensed architect or engineer to the Oklahoma State Fire Marshals Office Plan Review Division in Oklahoma City for review and approval of the plans and issuance of permit/permits.

Failure to comply may result in legal action being taken.

Other agencies may also have additional requirements.

Continued Occupancy Permitted: ☐ Yes ☒ No

☐ Approved - No Violations

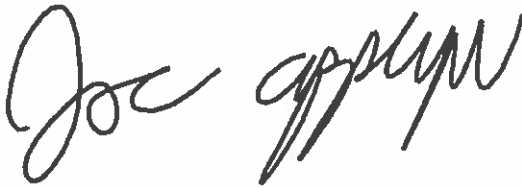
☐ Approved - Upon Correction of Violations

of violations:

1

☒ Not Approved, follow-up inspection by the OSFM needed prior to occupancy.

Agent:



Supervisor review:



Review date:

February 12, 2020

A plan of correction shall be sent to the OSFM within:

3 days

Send Plan of Correction to:

Oklahoma State Fire Marshal, 2401 NW. 23rd St., Suite 4, Oklahoma City, Oklahoma 73107 or

Fax to: 405-522-5028

Contractor



Email Address:

Kellcopyor@att.net

stevepowell@isgengineering.com

Report will be sent to this email address

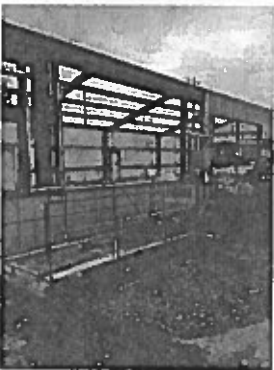
File Number:

A4935-011-20

Complaint Inspection

Date:

February 11, 2020





February 28, 2020

Mayor Larry Lees
City of Pryor Creek
12 N Rowe. Suite B
Pryor, OK 74361

RE: Design Services for Downtown Urban Park – EDA Grant Project

Dear Larry:

I appreciate the opportunity to submit this proposal for your consideration for design services for the Downtown Urban Park – EDA Grant Project. We can provide these services in the high quality that City of Pryor would expect. I propose the following scope of services and fee schedule for your consideration.

SCOPE OF SERVICES

1. **Conceptual/Schematic Design**

Working from base survey information provided by the City of Pryor or its City Engineer, we will prepare plans to meet the EDA Grant requirements as outlined in the following items:

- A) Prepare an overall site master plan fully developing the site as an urban park to meet the full vision of the City. We understand that the park is not fully funded and will be developed in phases with the first phase being a multi-use building/pavilion to be funded through an EDA Grant. The projected budget for this multi-use building is approx. \$800,000 inclusive of fees and contingencies.
- B) The multi-use building will consist of several components that have already been identified by the city to include but not limited the following:
 - a. Men's and women's restroom facilities fully ADA accessible.
 - b. A small community room that would include a counter and prep area that could be utilized for a coffee shop open to the public full time or for special events. Size to be worked out with the City and based on the budget.
 - c. All or part of items a. and b. will be designed for construction as a storm refuge shelter. Level of classification to be determined by the EDA Grant requirements.
 - d. Covered open air pavilion area with tables and chairs for outdoor gatherings with the exact size to be determined by the budget.
 - e. The design will include adequate mechanical, electrical and plumbing requirements.
 - f. Other items may be identified by the design team and or the City citizen committee during the design process and that fit within the budget.
- C) Develop a site master plan for the City to use to secure future funding for the balance of the park property. These items may include but are not limited to the following:
 - a. A stage/pavilion to host programed events in the park such as concerts, movie night, holiday and Christmas programs, city civic events, etc.
 - b. An interactive water feature with programed water shows and lights.

- c. Site circulation and plaza areas for benches, seating, special event areas, etc.
 - d. Study parking which may be on adjacent property the City owns and/or designated street parking.
 - e. Iconic art featuring large eliminated letters spelling out PRYOR.
 - f. Area for food trucks and outdoor dining.
 - g. Possibility of a small children's playground area within the park.
 - h. Landscaping and screening from adjacent properties.
 - i. Other items may be identified by the design team and or the City citizen committee during the design process and that fit within the budget.
- D) Final deliverables will include a floor plan of the multi-use building, colored master site plan rendering and three dimensional perspective views of the multi-use building to meet all EDA Grant requirements.
- D) Provide a construction budget per EDA Grant requirements for the multi-use pavilion with up-dated cost figures based on the conceptual plans.
- E) Provide a construction budget for the site master plan with up-dated cost figures based on the conceptual plans for use by the City for future funding campaigns.

2. **Basic Compensation**

To execute the above described scope of services as indicated above the work will be performed for a lump sum of \$13,500.00.

1. Conceptual/Schematic plans..... \$ 13,500.00

Billings for services are sent out monthly for work in progress or at the completion of the project or a specified phase of work. Terms of payment are "Net 30 Days" from the date of the invoice.

3. **Reimbursable Expenses**

Reimbursable expenses are in addition to the basic compensation Fee as set forth in section 5 of this proposal. Reimbursable expenses include actual expenditures made by Planning Design Group required by the project as follows:

- A) Prints, computer plots, copies and other reproductions (excluding copies for office use), all expendable supplies, photography requested by the owner.
- B) Any additional insurance coverage or limits, including professional liability insurance in excess of the landscape architects current limit. Current limits are as follows:
 - 1) Comprehensive Business Liability: \$1,000,000. limit.
 - 2) Worker's Compensation: \$100,000/500,000/100,000 limit.
 - 3) Professional Liability: \$1,000,000 limit.

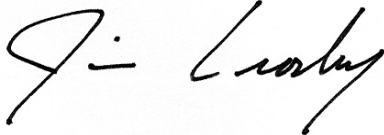
4. **Additional Services**

Any services requested which are not included under the basic scope of service in this proposal will be passed on based on the hourly rates, or can be quoted as a lump sum upon request. All additional fees will be approved in advance by the owner.

We look forward to the opportunity of working with you and making this something the City of Pryor can be proud of for generations to come.

Sincerely,

PLANNING DESIGN GROUP

A handwritten signature in black ink, appearing to read "Jim Crosby". The signature is fluid and cursive, with a large initial "J" and a stylized "C" at the end.

Jim Crosby
Principal

The above is an acceptable procedure and Planning Design Group is hereby authorized to proceed as outlined herein.

Owners Approval

By _____ Date _____
Signature and Title

MEMORANDUM OF UNDERSTANDING MAYES COUNTY AND CITY OF PRYOR CREEK

This Memorandum of Understanding ("MOU") is entered between City of Pryor Creek, Oklahoma ("Pryor") and the MAYES COUNTY, OKLAHOMA ("Mayes") (also singularly as "Party" or collectively as "Parties"). Pryor and Mayes are both Federal and State recognized Public Entities and share the Project area as such is defined.

Purpose of the MOU

The purpose of this MOU is to set forth the agreements between the Parties to secure funding for the Pryor/Mayes Resilience, Transportation and Economic Project ("Project"). This MOU is evidence of the cooperation and goodwill that has long existed between the Parties.

Duration of the MOU

This MOU will commence after by both Parties sign this MOU. By signing this MOU, the Parties agree to uphold the Terms of the MOU. This MOU will expire upon the successful completion of the Project and the completion of all close out documents from all participating funding sources for the Project. Either Party may terminate this MOU prior to the expiration by giving the other Party (30) days written notice of their intent and desire to terminate the agreement.

Terms of the MOU

- 1) The Parties mutually agree to share information with each other collected during the application phase of the Project.
- 2) The Parties mutually agree to assist each other in producing all the necessary funding applications for funding by agency deadlines.
- 3) The Parties mutually agree to work together in every effort to bring the Project to successful fruition.
- 4) The Parties mutually agree to assist each other, as necessary, throughout all phases of the project.
- 5) The Parties mutually agree to work in conjunction with each other to make sure all expenditures improve the Project.
- 6) The Parties mutually agree to keep records of receipts and expenditures for a period of three (3) years or until an audit inquiry is completed; and to provide to each other, the Oklahoma State Auditor and Inspector, or the appropriate federal agency, upon request,

information about the Program and the right to fully examine said records. In the event that an examination or audit of said records results in the determination that funds have been expended by one Party for other purposes or on unallowable costs, said funds shall be reimbursed in full to the other Party.

For CITY OF PRYOR CREEK, OKLAHOMA:

Date

Larry Lees, Mayor

For MAYES COUNTY, OKLAHOMA:

9-30-19
Date

Ryan Ball
Ryan Ball, Chairman,
Mayes County Board of County Commissioners

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF PRYOR CREEK, OKLAHOMA CONCERNING GUIDANCE PROVIDED FROM THE CITY COUNCIL TO THE PRYOR ECONOMIC DEVELOPMENT TRUST AUTHORITY TO PROVIDE DEFINITION TO THE PRYOR EDTA AT THE PRESENT TIME OF THIS RESOLUTION.

WHEREAS, the Pryor EDTA has been newly formed and discussed in its initial meetings the desire for guidance from the Pryor Creek City Council to provide definition to the Pryor EDTA of the Council's requests of the EDTA assistance to the City at the present time; and

WHEREAS, the City Council finds it proper, expedient and in the best interest of the City to provide such definition to the EDTA at the present time of this Resolution.

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

1. Pursuant to the EDTA Trust Indenture and overall intentions of the City for creation of the EDTA the purpose and function of the EDTA can be broadly stated as:
 - a. To serve as a mechanism for funding of projects determined by the City Council as appropriate and in the best interest of the City to be carried out through use of the EDTA as that funding mechanism.
 - b. To serve as the owner, manager and operator of projects, enterprises and properties for the benefit of the City over such projects, enterprises and properties as may be from time to time entrusted to it by the City Council for the best interest of the City.
 - c. To serve in an advisory capacity to the City Council to assist the City Council in the identification and evaluation of municipal projects and municipal enterprises which would advance the economic development and quality of life standards in our City.
2. In 2019 the citizens voted to approve the amendment and extension of a certain sales tax which at present time is projected to produce approximately \$60,000 per year in revenues. This portion of the sales tax, pursuant to the vote, is to be devoted to the development of the Main Street Corridor towards the goals of creating new jobs and retaining existing jobs. The City Council requests at present of the Pryor EDTA that it undertake a task to identify and evaluate projects or enterprises which it would recommend to the City Council for the Council's consideration as being most beneficial at this time in accordance with the objectives of this portion of the sales tax revenues.
3. In 2019 as part of the City's amendment and extension of a certain sales tax the City Council adopted Resolution No. 2019-3 which identified a non-exclusive list

of projects to receive priority consideration of the Council in the expenditure of funds to accomplish. The City Council requests of the Pryor EDTA that it undertake a task to provide its input for the Council's consideration of the projects, apart from the Police/Fire and Library, listed as follows:

- a. Input on the issue of the projects providing the greatest opportunity for receiving an economic return on the investment;
- b. Input on the issue of the projects providing the greatest opportunity to most immediately impact the economic development of the community;
- c. Input on the issue of which projects would have the greatest positive impact on the quality of life for the greatest number of citizens.

In providing this input the Council is not asking you to evaluate the cost involved in performing a given project and funds available to accomplish a given project. As the Council later works through the evaluations with your assistance that particular analysis will obviously have to occur. However, at the present time those issues will be reserved for later examination.

APPROVED, this ____ day _____, 2020.

Larry Lees, Mayor

ATTEST:

Eva Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

K. Ellis Ritchie, City Attorney

Dated: _____

ORDINANCE NO. 2020-_____

AN ORDINANCE CHANGING AND AMENDING ZONING CLASSIFICATION FROM “AG” (Agricultural) and RS (Residential Single) TO “RS-50” (Residential Single-Family 50) OF PROPERTY DESCRIBED AS FOLLOWS:

A tract of land situated in Section Eight (8), Township Twenty-one (21) North, Range Nineteen (19) East of the Indian Base and Meridian, Mayes County, State of Oklahoma, more particularly described as follows to-wit:

The Northwest Quarter of the Southeast Quarter of the Northwest Quarter,

And

The North 500 Feet of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter, LESS AND EXCEPT the east 175 Feet of the North 100 Feet of the South 260 Feet of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter,

And

The Southwest Quarter of the Northeast Quarter of the Northwest Quarter.

All in Section 8, Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, State of Oklahoma.

WHEREAS, the record owners of the above described property made application to the City by proper application for rezoning of the aforesaid property on the 6th day of December 2019 rezoning the property from its current designation of Agricultural “AG” and Residential Single “RS” to Residential Single-Family 50 “RS-50”; and

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

WHEREAS, the matter came before the City Council for the City of Pryor Creek with recommendation for approval by the Planning and Zoning Commission and the Council being advised in the premises found that the requested change and amendment of zoning from Agricultural “AG” and Residential Single “RS” to Residential Single-Family 50 “RS-50” would not be inharmonious with other property uses in the immediate vicinity, the change would have no apparent adverse impact on the public health, safety, morale and general welfare of the community and that the change would be consistent with the Comprehensive Plan for the City.

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

SECTION 1:

The zoning classification of the property described as follows is hereby changed and amended and rezoned from Agricultural “AG” and Residential Single “RS” to Residential Single-Family 50 “RS-50” under the Zoning Code of the said City, to-wit:

A tract of land situated in Section Eight (8), Township Twenty-one (21) North, Range Nineteen (19) East of the Indian Base and Meridian, Mayes County, State of Oklahoma, more particularly described as follows to-wit:
The Northwest Quarter of the Southeast Quarter of the Northwest Quarter,
And
The North 500 Feet of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter, LESS AND EXCEPT the east 175 Feet of the North 100 Feet of the South 260 Feet of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter,
And
The Southwest Quarter of the Northeast Quarter of the Northwest Quarter.
All in Section 8, Township 21 North, Range 19 East of the Indian Base and Meridian, Mayes County, State of Oklahoma.

SECTION 2:

That upon passage and publication of this ordinance amending and changing the zoning classification of the afore described property the official zoning map of the City of Pryor Creek be amended to reflect the amended zoning of the said property from Agricultural "AG" and Residential Single "RS" to Residential Single-Family 50 "RS-50".

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2020

CITY OF PRYOR CREEK, OKLAHOMA

Larry Lees, Mayor

ATTEST:

Eva Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kim Ritchie, City Attorney

Dated:_____

ORDINANCE NO. 2020-_____

AN ORDINANCE CLOSING THAT CERTAIN MUNICIPAL UTILITY EASEMENT LOCATED EAST OF EAST 6TH STREET AND SOUTH VANN STREET LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MAYES COUNTY, OKLAHOMA AND WITHIN THE CORPORATE CITY LIMITS OF PRYOR RELATING TO THE DEVELOPMENT OF PROPERTY BY RRR PROPERTY MANAGEMENT, LLC AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE MATTER OF THE APPLICATION OF RRR PROPERTY MANAGEMENT, LLC OF AN OLD UTILITY EASEMENT WHICH INTERFERS WITH THE DEVELOPMENT OF RRR PROPERTY MANAGEMENT PROPERTY LLC CAME BEFORE THE COUNCIL ON FEBRUARY 4TH, 2020, AND

WHEREAS, THE UTILITY EASEMENT IS NOT BEING UTILIZED BY THE CITY, HAS NEVER BEEN UTILIZED BY THE CITY AND IS NOT NECESSARY TO THE USES OF THE CITY NOR ANY OF ITS FRANCHISE HOLDERS.

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

SECTION 1. That the municipal utility easement identified herein below should be and is hereby closed by the City Council subject to the City's absolute right to reopen the public easement without expense to the municipality as provided by law. Said closed easement being described as follows, to-wit:

That certain tract or parcel of land situated in the Southeast Quarter (SE/4) of Section 18, Township 21 North, Range 19 East of the Indian Base and Meridian in Pryor Creek, Mayes County, State of Oklahoma and more particularly described as follows, to-wit:

COMMENCING at the Southwest Corner of said Southeast Quarter,

THENCE, North 00° 00' 00" East for a distance of 1,799.80 feet and along the West line of said Southeast Quarter;

THENCE, North 90° 00' 00" East for a distance of 650.00 feet to the **POINT OF BEGINNING**;

THENCE, North 00° 00' 00" East for a distance of 120.00 feet to a point on the South line of Blok 6 of the PRYOR HEIGHTS ADDITION;

THENCE, North 90° 00' 00" East along the South line of Block 6 of the PRYOR HEIGHTS ADDITION for a distance of 17.5 feet;

THENCE, South 00° 00' 00" East for a distance of 170.00 feet;

THENCE, North 90° 00' 00" West for a distance of 17.50 feet;

THENCE, North 00° 00' 00" East for a distance of 50.00 feet to the POINT OF BEGINNING.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

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

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2020

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2020

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3 BY THE ADDITION OF A NEW SECTION TO BE CODIFIED IN TITLE 5, CHAPTER 3, AS SECTION 16 REQUIRING THE SPAY AND NEUTER OF DOGS AND CATS; PROVIDING FOR EXCEPTIONS FROM THE REQUIREMENT OF SPAY AND NEUTER OF DOGS AND CATS; PROVIDING FOR "INTACT PERMITS"; PROVIDING FOR REVOCATION OR NONRENEWAL OF PERMITS; PRESCRIBING OFFENSES AND SETTING FORTH PENALTIES FOR VIOLATIONS OF SPAY AND NEUTER REQUIREMENTS RELATED TO DOGS AND CATS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1.

Title 5, Chapter 3, of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended by the addition of Section 16, said Section to read as follows, to-wit:

5-3-16: SPAY AND NEUTER OF DOGS AND CATS:

A. SPAY OR NEUTER REQUIRED:

1. On or after July 1, 2020, it is unlawful for any person to own, possess, keep or harbor within the city any dog or cat over the age of six (6) months that has not been spayed or neutered, except as provided in section 5-3-16 (B)
2. The owner of any dog or cat shall furnish upon request of an animal control officer written evidence showing the sterilization status of the animal. A valid rabies vaccination certificate listing the subject animal as being spayed or neutered shall constitute sufficient proof of sterilization.
3. The failure or refusal of any person to comply with the requirements of this section, unless excepted, shall be an offense separate and direct from all other offenses prescribed in this chapter and shall not for purposes of enforcement, be considered as lesser included to any other offense herein.

B. EXCEPTIONS FROM SPAY OR NEUTER:

The owner of a dog or cat shall not be required to spay or neuter the animal upon demonstrating to the satisfaction of the animal control officer compliance with any of the following exceptions:

1. The animal is medically unsuited to undergo the sterilization procedure, and a veterinarian signs a written statement specifying the medical grounds for the exemption.
2. The animal suffers from a temporary medical condition so that sterilization is unsafe or imprudent, and a veterinarian signs a written statement as to the prognosis of when sterilization may be performed. The date given on that prognosis shall become the expiration date of the temporary medical exemption. Upon expiration, sterilization shall be required unless a veterinarian provides another temporary medical exemption and prognosis in the same manner.
3. The animal is owned, possessed, kept or harbored within the city for no more than sixty (60) days in any consecutive twelve (12) month period.
4. The owner obtains or has made application for an annual intact permit, for any reason on deemed valuable to the owner, and is otherwise in compliance with the provisions of this chapter.
5. The animal is properly, legally classified as a "Service Animal" under the Federal Americans with Disabilities Act (ADA). The classification of an animal as a "Service Animal" under the ADA can be generally stated as being an animal individually trained to do work or perform tasks for people with disabilities. Animals qualifying under this exception shall be only those classified as a "Service Animal" under the ADA.

C. INTACT PERMIT:

1. It is unlawful for any person who owns, possesses, keeps or harbors within the city any un-spayed or non-neutered dog or cat over the age of six (6) months, and for which the exceptions enumerated in 5-3-16 (B) do not apply, to fail to obtain an intact permit in his or her name.
2. The city clerk or duly authorized agents of the city shall issue intact permits upon payment of an initial fee as established by the City Council and set forth in "Appendix A" to the Code of Ordinances of the City set by ordinance or resolution and approval of an application made for such purpose. The application shall state the name, address and telephone number of the owner and the name, breed, color, age and sex of the dog or cat for which the intact permit is obtained, and such other information as the city clerk may require. Neither the city clerk nor any authorized agent shall issue an intact permit until the owner presents a certificate showing the dog or cat has a current City of Pryor Registration at the time application is made.
3. Upon approval of the application, the city clerk or any authorized agent shall issue the intact permit in an appropriate form. An intact permit shall expire one (1)

year from the date of issuance and shall be subject to revocation and nonrenewal as provided in 5-3-16 (D). The annual renewal fee shall be that fee as set forth in "Appendix A" to the Code of Ordinances of the City set by ordinance or resolution after the initial fee has been paid.

4. A current intact permit may be transferred to the new owner of the dog or cat for which the permit was issued upon application of the new owner.
5. It is unlawful to use or transfer an intact permit or tag, or attempt to use or transfer the same, for or to a dog or cat other than the animal for which the permit was issued.

D. REVOCATION OR NONRENEWAL OF INTACT PERMIT:

1. The City of Pryor Creek may revoke the intact permit for a dog or cat when, during the current permit year, the owner or keeper of the animal for which the permit is issued has failed on two (2) separate occasions to abide by the requirements of Section 5-3-6 "Running At Large" as hereinafter provided:
 - a. The City shall provide written thirty (30) days written notice to the permit holder of the City's determination that the permit shall be revoked effective 30 days from the date notice is given. Notice shall be deemed given and effective when mailed to the last known address of the permit holder or hand delivered to the permit holder.
 - b. The notice shall specify that the permit holder has the right to appeal the decision of the City to revoke the permit and that such an appeal may be perfected and prosecuted in the manner provided in Title 1, Chapter 5A for "Administrative Appeals" of the Code of Ordinances for the City of Pryor Creek. The notice shall further specify that in the event the permit holder does not appeal the decision as provided by Title 1, Chapter 5A for "Administrative Appeals" of the Code of Ordinances for the City of Pryor Creek, that such permit will be deemed revoked on the date specified in the notice.
2. No intact permit shall be issued or renewed to a permit holder of whom a previous permit has been revoked. The commencement of revocation proceedings shall temporarily stay the issuance or renewal of an intact permit pending the outcome of such proceedings.

E. PERMIT RECORDS:

The city clerk shall keep a register of all intact permits issued. Such records shall include the name, address and telephone number of the owner, a description and other

identifying information of the dog or cat so permitted, and the date of issuance of the permit and expiration date of same.

F. PENALTY:

Any person who violates the provisions of this section shall, upon conviction thereof, be punished as provided in section [1-4-1](#) of this code. The penalties provided for herein shall be in addition to other remedies of the city and aggrieved persons and shall not be construed as exclusive

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

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

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2020

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2020

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 7 PROVIDING FOR FEES CHARGED FOR SURRENDERED ANIMALS AND IMPOUNDED ANIMALS; CLARIFYING TIME PERIODS OF THE CODE PROVISION; RELETTERING PARAGRAPHS; AND PROVIDING FINANCIAL ASSISTANCE FOR SPAYING AND NEUTERING OF REDEEMED ANIMALS TO GOVERNMENT SUBSIDIZED HOUSEHOLD; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1.

Title 5, Chapter 3, Section 7 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma is hereby amended to read as follows, to-wit: (deletions indicted by text stricken through, additions indicated by underlined)

5-3-7: IMPOUNDING; SHELTER:

A. Shelter Established; Care Of Animals: A City Animal Control Shelter is hereby established under the jurisdiction of the animal control officer or of such other person as may be officially designated. The person in charge of the Animal Control Shelter shall provide proper sustenance for all animals impounded and shall treat them in a humane manner.

B. Impounding Animals:

1. Authority: The animal control officer, or any other City officer or employee, shall catch or take up and impound in the City Animal Control Shelter any animal which is at large within the City or in violation of this Code. When an animal is so impounded, it shall be humanely kept and treated, and may be redeemed and disposed of, as other impounded animals are kept, treated and redeemed or disposed of. A description of the animal shall be kept in the Animal Control Office and if the owner is known, the City shall attempt to notify the owner of the impoundment orally or in writing.
2. Presumption Of At Large: In any prosecution charging a violation of any part of this chapter, proof that the animal described in the complaint was "at large", as defined herein, and that the defendant named in the complaint was the owner of the animal, shall constitute in evidence a prima facie presumption that the owner permitted his animal to be at large in violation of this chapter.
3. ~~Shelter: Any owner which surrenders an animal shall be charged a fee of twenty dollars (\$20.00) for each animal regardless of whether the owner resides within or without the corporate limits of the city of Pryor Creek. If any animal has been impounded due to the incarceration of its owner, the owner shall be charged a fee of twenty dollars (\$20.00) for each animal so impounded as a condition for its return. (See appendix A of this code.) (Ord. 2008-3, 9-16-2008)~~

C. Authority Of Officials; Persons:

1. The animal control officer, a police officer, or such other officer or employee of the city as may be authorized:

- a. Shall take into custody and impound any animal running at large in violation of any provision of the ordinances of the city; and
 - b. May enter upon the premises of the owner or other private premises to take such animal into custody.
2. Any other person may take such animal into custody and present it to the authority in charge of the animal control shelter for impounding.

D. Breaking Shelter; Releasing Animals; Interference: No unauthorized person shall:

1. Break or attempt to break open the animal control shelter, or take or let out any animal therefrom;
2. Take or attempt to take from any officer or employee of the city any animal taken into custody as provided by this chapter; or
3. In any manner interfere with or hinder an officer or employee in the discharge of his duties relating to the taking into custody and impounding of animals as provided in this chapter

E. Fees ~~For Impounding~~ Impounded/Surrendered Animals

1. The city council, by motion or resolution, shall determine the fees to be charged for ~~impounding~~ Impounded animals, surrendered animals and the keeping/boarding of said animals; Said fees to be those as set forth in "Appendix A" of the City Code of Ordinances. In computing the fee, a fraction of a day during which an animal has been fed shall be deemed a full day.
2. ~~Any person redeeming an impounded animal shall pay the required fees to the city and present his receipt therefor to the person in charge of the animal control shelter before the latter releases the animal. Any animal impounded may be redeemed within five (5) days or one hundred twenty (120) hours from the time of impoundment upon the payment of the applicable impoundment and keeping/boarding fee. Animals redeemed within twenty-four (24) hours of impoundment shall not be subject to the keeping/boarding fee.~~
3. Any person redeeming a dog or cat not licensed as required by this chapter shall pay the required license tax to the city and secure a tag and present the receipt therefor and the tag to the person in charge of the animal control shelter before the latter releases the dog or cat. If a dog or cat has been licensed but is not wearing the tag, the person in charge of the animal control shelter shall require adequate evidence of proper licensing of the dog or cat before releasing it. (See appendix A of this code.)
4. Five dollars (\$5.00) from the fees collected from each impoundment of an animal shall be placed in a designated fund set up to provide assistance to animal owners redeeming their animal from impoundment where such redeeming owner is a resident of the City and is a member of a low income household receiving government low income assistance. Provided funds are available in the fund designated herein, such owner shall be eligible to receive a ten dollar (\$10.00) voucher upon redemption of the animal to be used to defray the cost of the spaying or neutering of the animal required by this section. Such voucher may, contingent upon availability of funds, be provided by the City upon presentation to the City of proof satisfactory to the City to establish qualification for same under this paragraph.

F. Redemption By Owner/Failure To Timely Redeem: An owner of an impounded animal or his agent may redeem the animal, prior to its sale or destruction as provided herein, by paying the required fees against the animal and meeting any other requirements which may be prescribed in this chapter. However, when in the judgment of the animal control officer, an animal should be destroyed for humane reasons, such animal may not be redeemed. Any animal that has not been so redeemed within five (5) days/one hundred twenty (120) hours of its impoundment shall be deemed a stray which has been abandoned by its owner. As a result, it shall be eligible for adoption. If the owner wishes to redeem the animal thereafter, it shall be considered an adoption with all applicable fees being due.

G. Sale Or Destruction:

1. As soon as practicable after any animal has been impounded, the animal control officer or other employee or officer impounding the animal, shall post a notice thereof at the police office or animal control shelter of the city. The notice shall describe the animal and notify the owner to pay the charges thereon and remove the same prior to a designated time. The notice shall also state that unless the animal is redeemed the animal will be sold or destroyed as provided in this chapter. The notice shall also state that any animal that has not been redeemed within five (5) days/one hundred twenty (120) hours of its impoundment shall be deemed a stray which has been abandoned by its owner. As a result, it shall be eligible for adoption or subject to possible destruction. ~~No animal shall be held at the shelter for a period in excess of three (3) weeks.~~
2. Except as otherwise provided in this chapter, an impounded animal shall be held for one hundred twenty (120) hours during which time it may be redeemed pursuant to this chapter. No animal may be destroyed or sold until after this period unless same has been deemed vicious or knowingly aggressive by the animal control officer, or otherwise severely injured, old or infirm. (Ord. 2008-3, 9-16-2008)
3. ~~Sales herein provided for shall be for cash or check and shall be conducted by or under the direction of the chief of police. In no case shall the price of an animal be less than the fees set out in this chapter which have accrued against the animal. If an impounded animal cannot be sold, the animal shall be destroyed, in a humane manner, or otherwise disposed of in a legal manner.~~
4. ~~The purchaser of an animal at a sale held as provided herein shall acquire absolute title to the animal purchased.~~
5. ~~The animal control officer shall pay to the city any money received from the sale of impounded animals.~~

H. Owner May Claim Excess Money: (Rep. by Ord. 2008-3, 9-16-2008)

IH. Spaying Or Neutering:

1. Required: No dog or cat may be released from the animal control shelter for adoption unless the animal has been spayed or neutered, unless the adopting party signs an agreement to have the animal spayed or neutered and deposits with the city a deposit ensuring the spaying or neutering of the animal in an amount of money as set forth in "Appendix A" determined from time to time by the City Council. ~~places a thirty five dollar (\$35.00) deposit with the animal control officer to ensure the spaying or neutering of the animal.~~

2. Certificate Of Proof: When an animal is released to an adopting party upon posting of a spay or neuter deposit and signing of an agreement to spay or neuter ~~subject to the posting of a thirty five dollar (\$35.00) deposit and signing of an agreement to have the animal spayed or neutered~~, such person ~~the adopting party~~ shall provide a certificate of proof to the city clerk within thirty (30) days of the release of such animal to the adopting party, signed by a licensed veterinarian stating that the animal has been spayed or neutered with proof of current rabies vaccination and appropriate license. ~~(See appendix A of this code.) (Ord. 2008-3, 9-16-2008)~~
3. Extension Granted: If the spaying or neutering of the animal within the thirty (30) day period would jeopardize the life or health of the animal, the adopting party shall return to the city clerk a certificate signed by a licensed veterinarian stating that such spaying or neutering would jeopardize the life or health of the animal. In such cases the adopting party shall be granted an additional thirty (30) day period in which to have the animal spayed or neutered. Further extensions may be granted upon additional veterinary certificates stating their necessity.
4. Forfeiture Of Funds: If the adopting party does not return the certificate of spaying or neutering within the thirty (30) day period or periods of extension, the funds deposited shall be forfeited to the city.
5. Funds Allocated: Funds forfeited under these provisions shall be placed in a separate account which shall be an interest bearing account. The funds of the account shall be allocated to programs which directly promote, subsidize or otherwise reduce the cost of spaying or neutering animals held by the city.
6. Refund Upon Furnishing Proof: Upon the return of a certificate signed by a licensed veterinarian stating that the animal has been spayed or neutered and furnishing proof that the animal has a current rabies vaccination and license, the funds deposited with the city shall be refunded to the adopting party. (1988 Code § 4-138)

¶.I. Form Of Sterilization Agreement: The sterilization agreement to be used by the city shall be the following:

STERILIZATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Pryor Creek, Mayes County, State of Oklahoma and _____(name of adopting party), _____(address and telephone number of the adopting party).

In consideration of the releasing of said animal, and in further consideration of the mutual obligations herein, the City of Pryor Creek releases the following animal to the adopting party: _____ (describe animal).

1. The City of Pryor Creek agrees to release the above listed animal into the care of the adopting party and refund the adopting party's spaying/neutering deposit; provided, that:

A. The animal is sterilized by a licensed veterinarian by ____ day of _____, 20____.

B. A written statement signed by the veterinarian performing the sterilization, that the animal has been sterilized by the stated date, is given to the Clerk of the City of Pryor Creek.

2. The adopting party accepts the above listed animal and agrees:

A. To have the animal sterilized by a licensed veterinarian by ____ day of _____, 20____ (30 days from acceptance of the animal).

B. To provide written evidence to the Clerk of the City of Pryor Creek from the veterinarian performing the sterilization that the animal has been sterilized and has a current rabies vaccination and license by the listed date.

This agreement shall be binding upon the assigns, heirs, executors and administrators of the respective parties.

The parties hereto have hereunto set their hands the day and year first above written.

Clerk of the City of Pryor Creek

Adopting Party

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

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

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2020

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2020

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 2 BY AMENDMENT OF LANGUAGE REGARDING PLACE OF PURCHASE OF TAGS AND THE ADDITION OF A NEW SUB-SECTION "H" REGARDING REQUIREMENT FOR STERILIZATION DOCUMENTATION OF DOGS AND CATS AS PART OF REGISTRATION PROCESS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1.

Title 5, Chapter 3, Section 2 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deleted language indicated by strike through; amended language to be included indicated by underline)

5-3-2: REGISTRATION; FEE; TAG:

A. Fee Levied; Exception:

1. A fee in such sum as set by the city council by motion or resolution for every dog and cat more than six (6) months of age is hereby levied upon the owner of any such dog or cat kept or harbored within the city.
2. The regulatory fee levied in this section shall not apply to a dog or cat only temporarily brought and kept within the city, nor to a dog or cat brought within the city to participate in a show, nor to a seeing eye dog when such dog is actually being used by a blind person to aid him in going from place to place, nor to dogs or cats being kept in kennels or pet shops for sale. (See appendix A of this code.)

B. Term/Renewal: The owner shall pay the fee levied to the city for every year within thirty (30) days after acquiring or bringing the dog or cat into the city. The licenses shall expire ~~on July 1 of each year~~ one (1) year from the purchase date and must be renewed annually. Proof of a current rabies vaccination must be provided with renewal.

C. Rabies Vaccination: The person offering the fee shall present to the city the certificate of a veterinarian or other person legally authorized to immunize dogs and cats, showing that the dog or cat has been immunized against rabies during the preceding six (6) months prior to issuance of the license.

D. Information Required: The owner of the dog or cat shall, at the time of paying the fee, register the dog or cat by giving the name and address of the owner, the name, breed, color and sex of the dog or cat, and such other reasonable information as the city may request.

E. Receipt, Tag: The city thereupon shall deliver an original receipt to the owner and also an appropriate tag to him for the dog or cat. The tag shall constitute a license for the dog or cat. Tags may be purchased at City Hall, Pryor Police Department or Rockin G Animal Shelter.

F. Tag Affixed To Collar: The owner shall cause the tag received from the city to be affixed to the collar of the dog or cat so that the tag can easily be seen by officers of the city. The owner shall see that the tag is so worn by the dog or cat at all times.

G. Lost Tag: In case the tag is lost before the end of the year for which it was issued, the owner may secure another for the dog or cat by applying to the city treasurer, presenting to him the original receipt and paying to him a fee as set by the city council. (See appendix A of this code.) (Ord. 2010-5, 3-2-2010)

H. Sterilization: The person applying for registration and offering the fee for registration shall present to the city proof of compliance with the sterilization, exemption or intact permit provisions as set forth in Section 5-3-16 of the City Code of Ordinances.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

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

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2020

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2020

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3 BY THE ADDITION OF A NEW SECTION TO BE CODIFIED IN TITLE 5, CHAPTER 3, AS SECTION 17 PROHIBITING SALE OF ANIMALS IN PUBLIC PLACES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1.

Title 5, Chapter 3, of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended by the addition of Section 17, said Section to read as follows, to-wit:

5-3-17: PROHIBITION OF SALE OF ANIMALS IN PUBLIC PLACES:

It shall be unlawful for any person to display, give away, or offer to give away, sell, barter, trade, lease or otherwise trade any animal on any public right-of-way, commercial parking lot or at any flea market or festival; provided, however, that this section shall not apply to any nonprofit organization founded for the purpose of providing humane sanctuary or shelter for abandoned unwanted animals.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

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

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2020

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2020

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 8 PROHIBITING SWINE IN THE CITY LIMITS AND PROVIDING FOR SPECIFIC EXCEPTIONS TO THE PROHIBITION; REGULATING THE KEEPING OF LIVESTOCK IN THE CITY LIMITS AND PROVIDING SPECIFIC EXCEPTIONS; LIMITING THE NUMBER OF DOGS AND CATS KEPT OR MAINTAINED AT PREMISES AND PROVIDING SPECIFIC EXCEPTIONS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1.

Title 5, Chapter 3, Section 8 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

5-3-8: SPECIFIC ANIMAL TYPES PROHIBITED; NUMBER OF DOGS AND CATS LIMITED:

- A. Swine Prohibited: It is unlawful for any person to keep swine in the city limits except temporarily in a stockyard awaiting transportation.
- B. Number: It is unlawful for any person to keep or maintain or permit to be kept or maintained any cow, horse, donkey, mule, pig, goat, sheep, goose, chicken, duck, turkey, guinea, or more than one rabbit upon any property or premises within the corporate limits of the city, except that one cow, horse, sheep, goat, donkey or not more than twelve (12) domestic fowl may be kept in any pen or enclosure for each multiple of seven thousand (7,000) square feet in area of a pen or enclosure which is detached from any dwelling house. Such pen or enclosure where such animal or fowl are kept is to be maintained in a sanitary condition and not offensive or dangerous to the public health.

C. LIMITATION ON NUMBER OF DOGS OR CATS:

It is unlawful for any person or entity to allow more than a total of two (2) dogs and two (2) cats to be present outside of the primary dwelling unit at any given time within the city limits. Any person or entity maintaining certain dogs or cats at a premises exceeding the limits of this section on the date of effectiveness of this ordinance may continue to maintain the same dogs or cats at the same premises provided that the person or entity provide proof of the existence of the dogs and cats at the premises prior to the effective date of this ordinance by way of rabies certificates or other documentary evidence as deemed in the sole discretion of the city to be sufficient. Properly licensed pet stores, kennels, boarding facilities and animal shelters located within the city shall be exempt from the provisions of this section.

The city shall not regulate the number or type of animals that are maintained within a primary dwelling unit; provided, that all such animals shall have a current rabies vaccination as required in this chapter and be maintained in compliance with Title 5 Chapter 3. Provided further, it is

unlawful to maintain any number of animals within a dwelling unit in such a way that the conditions of the dwelling constitute a nuisance or health hazard and threat to the occupants or welfare of the animals maintained.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

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

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ____ day of _____, 2020

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2020

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, FEBRUARY 18TH, 2020 AT 6:00 P.M.**

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

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

Mayor Lees called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Randy Chitwood. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Jon Ketcher, Choya Shropshire, Dennis Nance, Steve Smith, Randy Chitwood, Briana Brakefield and Zac Doyle. Members absent: Jill Sherman.

Department Heads and other City Officials present: Assistant Police Chief James Willyard, Fire Chief BK Young, Emergency Management Director Johnny Janzen, Library Director Cari Rerat and Building Inspector Kenneth Young.

Others: Police Captain Kevin Tramel, Animal Control Officer Becky Sams, City Engineer Steve Powell, Graber & Associates Architect Jim Graber, Pryor Main Street Director Jennie VanBuskirk, KKT Architects representative Nicole Watts, Kemmie Shropshire, Ahmad Nadaf, Bruce Smith, Drew Stott, Candi Mendivil, and Terry Aylward.

2. DEPARTMENT HEAD REPORTS IF NEEDED:

a. Building Inspector

Young had no report.

b. Emergency Management

Janzen had no report.

c. Fire

Young had no report.

d. Golf

No report.

e. Library

Rerat handed out a statistics sheet to the Council.

f. Parks / Cemetery

No report.

g. Police

Willyard had no report.

h. Recreation Center

No report.

i. Street

No report.

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

No petitions.

4. MAYOR'S REPORT:

a. Update on Police and Fire Emergency Center Project presented by Jim Graber.

No action. Jim Graber updated Council on price changes and their work to find the best prices they can. He stated that they should have these issues ironed out by the end of March.

Mayor moved back to Petitions from the Audience.

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

Ahmad Nadaf asked to speak regarding a complaint he received from the State Fire Marshall regarding his property on Highway 69A.

Mayor moved back to Item 4.b.

b. Update on Work Order for Professional Services Project Number PRY-19-04 in Ward 4 with Infrastructure Solutions Group, LLC in the amount of \$12,500.00 from Street Outside Services Account #14-145-5075.

No action. Mayor gave an update on the Work Order for Professional Services Project Number PRY-19-04 in Ward 4 in Infrastructure Solutions Group, LLC in the amount of \$12,500.00 from Street Outside Services Account #14-145-5075.

c. Update on Work Order for Professional Services Project Number PRY-19-05 in Ward 2 with Infrastructure Solutions Group, LLC in the amount of \$14,500.00 from Street Outside Services Account #14-145-5075.

No action. Mayor gave an update on Work Order for Professional Services Project Number PRY-19-05 in Ward 2 with Infrastructure Solutions Group, LLC in the amount of \$14,500.00 from Street Outside Services Account #14-145-5075.

d. Update on Work Order for Professional Services Project Number PRY-20-01 in Ward 3 with Infrastructure Solutions Group, LLC in the amount of \$8,000.00 from Street Outside Services Account #14-145-5075 (\$24,000.00 of this work order was approved on February 4th, 2020.)

No action. Mayor gave an update on Work Order for Professional Services Project Number PRY-20-01 in Ward 3 with Infrastructure Solutions Group, LLC in the amount of \$8,000.00 from Street Outside Services Account #14-145-5075 (\$24,000.00 of this work order was approved on February 4th, 2020.)

5. CITY ATTORNEY'S REPORT:

a. Public Hearing regarding Rezoning Applicant: KKT Architects for property owner David R. Stewart has requested a zoning change for the property in the City of Pryor, to-wit: THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH 500 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LESS THE EAST 175 FEET OF THE NORTH 100 FEET OF THE SOUTH 260 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 19 EAST OF THE INDIAN MERIDIAN AND PRINCIPLE BASE LINE, MAYES COUNTY, OKLAHOMA.

The present zoning designation for both properties is AG (Agriculture) and RS (Residential Single) They are requesting zoning change to RS-50 (Residential Single -50).

Motion was made by Chitwood, second by Smith to enter into Public Hearing. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Doyle. Voting no: none.

Nicole Watts with KKT Architects was available to answer questions. Drew Stott asked questions regarding side setbacks, which will impact area and school.

Motion was made by Chitwood, second by Doyle to exit Public Hearing and resume regular session. Voting yes: Shropshire, Nance, Smith, Chitwood, Brakefield, Doyle, Ketcher. Voting no: none.

b. First reading of ordinance closing old municipal utility easement on RRR Property Management, LLC property. A tract of land situated in the SE/4 of Section 18, Township 21 North, Range 19 East of the Indian Base and Meridian in Pryor Creek, Mayes County, Oklahoma

**and more particularly described as follows to-wit:
Commencing at the Southwest Corner of said SE/4.**

**THENCE North 00 degrees 00 minutes 00 seconds East for a distance of
1,799.80 feet and along the West Line of said SE/4:**

**THENCE North 90 degrees 00 minutes 00 seconds East for a distance of 650.00
feet to the Point of Beginning;**

THENCE North 00 degrees 00 minutes 00 seconds East for a distance of 120.00 feet to a point on the South line of Block 6 of the PRYOR HEIGHTS

ADDITION;

THENCE North 90 degrees 00 minutes 00 seconds East along the South line of Block 6 of the PRYOR HEIGHTS ADDITION for a distance of 17.50 feet;

THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 170.00 feet;

THENCE North 90 degrees 00 minutes 00 seconds West for a distance of 17.50 feet;

THENCE North 00 degrees 00 minutes 00 seconds East for a distance of 50.00 feet to the Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record said property containing 0.0683 acres more or less.

Motion was made by Chitwood, second by Doyle to waive reading of ordinance closing old municipal utility easement on RRR Property Management, LLC property. A tract of land situated in the SE/4 of Section 18, Township 21 North, Range 19 East of the Indian Base and Meridian in Pryor Creek, Mayes County, Oklahoma

and more particularly described as follows to-wit:

Commencing at the Southwest Corner of said SE/4.

THENCE North 00 degrees 00 minutes 00 seconds East for a distance of 1,799.80 feet and along the West Line of said SE/4:

THENCE North 90 degrees 00 minutes 00 seconds East for a distance of 650.00 feet to the Point of Beginning;

THENCE North 00 degrees 00 minutes 00 seconds East for a distance of 120.00 feet to a point on the South line of Block 6 of the PRYOR HEIGHTS ADDITION;

THENCE North 90 degrees 00 minutes 00 seconds East along the South line of Block 6 of the PRYOR HEIGHTS ADDITION for a distance of 17.50 feet;

THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 170.00 feet;

THENCE North 90 degrees 00 minutes 00 seconds West for a distance of 17.50 feet;

THENCE North 00 degrees 00 minutes 00 seconds East for a distance of 50.00 feet to the Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record said property containing 0.0683 acres more or less.

Voting yes: Nance, Smith, Chitwood, Brakefield, Doyle, Ketcher, Shropshire. Voting no: none.

c. First reading of an ordinance amending Title 5, Chapter 3 by the addition of a new section to be codified in Title 5, Chapter 3, as Section 16 requiring the spay and neuter of dogs and cats; providing for exceptions from the requirement of spay and neuter of dogs and cats; providing for “intact permits”; providing for revocation or nonrenewal of permits; prescribing offenses and setting forth penalties for violations of spay and neuter requirements related to dogs and cats; and providing for repealer and severability.

Motion was made by Doyle, second by Shropshire to waive reading of an ordinance amending Title 5, Chapter 3 by the addition of a new section to be codified in Title 5, Chapter 3, as Section 16 requiring the spay and neuter of dogs and cats; providing for exceptions from the requirement of spay and neuter of dogs and cats; providing for “intact permits”; providing for revocation or nonrenewal of permits; prescribing offenses and setting forth penalties for violations of spay and neuter requirements related to dogs and cats; and providing for repealer and severability. Voting yes: Smith, Chitwood, Brakefield, Doyle, Ketcher, Shropshire, Nance. Voting no: none.

d. First reading of an ordinance amending Title 5, Chapter 3, Section 7 providing for fees charged for surrendered animals and impounded animals; clarifying time periods of the code provision; relettering paragraphs; and providing financial assistance for spaying and neutering of redeemed animals to government subsidized household; and providing for repealer and severability.

Motion was made by Doyle, second by Brakefield to waive reading of an ordinance amending Title 5, Chapter 3, Section 7 providing for fees charged for surrendered animals and impounded animals; clarifying time periods of the code provision; relettering paragraphs; and providing financial assistance for spaying and neutering of redeemed animals to government subsidized household; and providing for repealer and severability. Voting yes: Chitwood, Brakefield, Doyle, Ketcher, Shropshire, Nance, Smith. Voting no: none.

e. First reading of an ordinance amending Title 5, Chapter 3, Section 2 by amendment of language regarding place of purchase of tags and the addition of a new Sub-section “H” regarding requirement

for sterilization documentation of dogs and cats as part of registration process; and providing for repealer and severability.

Motion was made by Doyle, second by Shropshire to waive reading of an ordinance amending Title 5, Chapter 3, Section 2 by amendment of language regarding place of purchase of tags and the addition of a new Sub-section “H” regarding requirement for sterilization documentation of dogs and cats as part of registration process; and providing for repealer and severability. Voting yes: Brakefield, Doyle, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

f. First reading of an ordinance amending Title 5, Chapter 3 by the addition of a new section to be codified in Title 5, Chapter 3, as Section 17 prohibiting sale of animals in public places; and providing for repealer and severability.

Motion was made by Doyle, second by Brakefield to waive reading of an ordinance amending Title 5, Chapter 3 by the addition of a new section to be codified in Title 5, Chapter 3, as Section 17 prohibiting sale of animals in public places; and providing for repealer and severability. Voting yes: Doyle, Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield. Voting no: none.

g. First reading of an ordinance amending Title 5, Chapter 3, Section 8 prohibiting swine in the city limits and providing for specific exceptions to the prohibition; regulating the keeping of livestock in the city limits and providing specific exceptions; limiting the number of dogs and cats kept or maintained at premises and providing specific exceptions; and providing for repealer and severability.

Motion was made by Shropshire, second by Nance to waive reading of an ordinance amending Title 5, Chapter 3, Section 8 prohibiting swine in the city limits and providing for specific exceptions to the prohibition; regulating the keeping of livestock in the city limits and providing specific exceptions; limiting the number of dogs and cats kept or maintained at premises and providing specific exceptions; and providing for repealer and severability. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Doyle. Voting no: none.

h. First reading of an ordinance amending Pryor Creek City Code Section 4-5-6 regarding appointment of enforcement officials, administrative officials and hearing officers for administrative decision-making purposes; and, the fixing of compensation for such officers and officials; providing for repealer and severability.

Motion was made by Brakefield, second by Chitwood to waive reading of an ordinance amending Pryor Creek City Code Section 4-5-6 regarding appointment of enforcement officials, administrative officials and hearing officers for administrative decision-making purposes; and, the fixing of compensation for such officers and officials; providing for repealer and severability. Voting yes: Shropshire, Nance, Smith, Chitwood, Brakefield, Ketcher. Abstaining, counting as a no vote: Doyle. Voting no: none.

i. Discussion and possible action regarding a resolution regarding compensation to be paid to appointed officers or officials for the services to the City.

Motion was made by Chitwood, second by Smith to approve Resolution #2020 – 2 regarding compensation to be paid to appointed officers or officials for the services to the City. Voting yes: Nance, Smith, Chitwood, Brakefield, Ketcher, Shropshire. Abstaining, counting as a no vote: Doyle. Voting no: none.

6. 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 the February 4th, 2020 Council meeting.
- b. Approve payroll purchase orders through February 21st, 2020.
- c. Approve claims for purchase orders through February 18th, 2020.

FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL	1920191635 - 1920191645	\$130,199.36
FEE IN LIEU	1920191641	10,817.15
STREET & DRAINAGE	911115B – 911118B	2,357.84
GOLF COURSE	1920191648 - 1920191653	3,911.75
CAPITAL OUTLAY	911093B - 1920191686	5,747.94
REAL PROPERTY ACQUIS. RESERVE	1920191619 - 1920191647	191.55
RECREATION CENTER	1920191633 - 1920191633	6,499.05
TOTAL		159,724.64
BLANKETS		
911150B	O'REILLY AUTOMOTIVE INC	1,000.00
TOTAL		1,000.00

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.

- e. Approve January Appropriation Requests.
- f. Discussion and possible action regarding approval of Thomas J. Harrison Pryor Public Library subscription renewal to the Oklahoma Virtual Library/Overdrive in the amount of \$3,000 from Library Non-Book Materials Account #02-221-5032.
- g. Discussion and possible action regarding scheduling a mid-year budget review with Kolker & Kolker.
- h. Discussion and possible action regarding purchase of three (3) Watchguard 4RE/VISTA cameras for the Pryor Creek Police Department at \$6,294.00 each for a total of \$18,882.00 from Police Equipment Capital Outlay Account #44-445-5424. Watchguard is a sole source vendor for this equipment.
- i. Discussion and possible action regarding an expenditure in the amount of \$6,953.00 to Municipal Emergency Services for Hurst R421E2 Ram and Hurst EXL Battery at the Pryor Creek Fire Department. This is the equipment currently being used by the department and no other equipment is compatible. From Properties Capital Outlay Account #44-445-5419.
- j. Discussion and possible action approving Mayor Lees and Cari Rerat, Library Director, to sign "Agreement for 2020 State Aid Recipients" and acceptance of grant funds for the Thomas J. Harrison Pryor Public Library in the amount of \$9,545.00 from the State of Oklahoma 2020 Oklahoma Department of Libraries State Aid, to be received into Library Special Cash Account #92-925-5233.
- k. Discussion and possible action regarding renewal of Engine Inspection, Maintenance, and Repair Agreement with United Engines for Emergency Standby Equipment in the amount of \$2,332.00 for generator at City Hall.
- l. Discussion and possible action regarding renewal of Pryor Creek Parks & Recreation Facility Use Agreement with the Mayes County Youth Football effective on the 1st day of April, 2020.

Motion was made by Shropshire, second by Smith to approve items a – l. Voting yes: Smith, Chitwood, Brakefield, Doyle, Ketcher, Shropshire, Nance. Voting no: none.

7. COMMITTEE REPORTS:

a. Budget and Personnel (Doyle)

Doyle reported that Budget and Personnel Committee will meet on March 10th, at 5:30 p.m.

b. Ordinance and Insurance (Sherman)

No report.

c. Street (Smith)

Smith had nothing to report at this time. Regular meeting is scheduled for February 25th.

8. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

9. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 6:50 p.m.

2. APPROVE MINUTES OF FEBRUARY 4TH, 2020 MEETING.

Motion was made by Doyle, second by Brakefield to approve minutes of February 4th, 2020 meeting. Voting yes: Brakefield, Doyle, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

3. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

4. ADJOURN.

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

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN LARRY LEES

MINUTES WRITTEN BY CITY CLERK / P.P.W.A. SECRETARY EVA SMITH



QUOTE

Quote

MELTON'S A/C & APPLIANCE
PO BOX 38, 27 SO TAYLOR
PRYOR, OK 74362
918-825-0461 FAX 918-825-0459

DATE: 12/12/2019

QUOTE FIRM FOR 30 DAYS

TO REC CENTER
RACHEL

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE	
NICKIE REMER		Due on receipt		
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL	
	RTU #11 COMPRESSOR BLEW TERMINAL SHORTED TO GROUND AND NEEDS 2 CONTACTORS ESTIMATE TO REPLACE COMPRESSOR		\$1,415.38	
2	CONTACTORS	\$49.46	\$98.92	
	DRIERS		\$125.00	
	FREON		\$680.00	
	LABOR TO INSTALL		\$600.00	

SUBTOTAL
SALES TAX
TOTAL **\$2,919.30**

Quotation prepared by:

To accept this quotation, sign here and return:

aquatic repair and maintenance
846-5091

Rachel Suwale
Thank you for your business!

ELTON'S A/C & APPLIANCE
.O. BOX 38
PRYOR, OK 74362-0038
18-825-0461

I N V O I C E

INVOICE NUMBER	ACCOUNT NUMBER	SALES #	DEPT. #	LOCATION
157966	8250888	NR	PR4	W

OLD TO:

CITY OF PRYOR
12 NORTH ROWE
PO BOX 1167
PRYOR

SHIP TO:

SRV 8253887 35152
PRYOR RECREATION CENTER
1111 SE 9TH ST

OK 74362-1167 PRYOR

OK 74361

INVOICE DATE	PO NUMBER	TERMS	PAY METHOD
02/18/2020	35152	10 DAYS	ON ACCOUNT

QTY	MAKE	PRODUCT	DESCRIPTION	PRICE	EXTENSION
-----	------	---------	-------------	-------	-----------

1	CPL	ZR144KCE-TF5-950	COMPRESSOR	2371.50	2371.50
		SERIAL# 19FC1134D			
2	AAO	R8898B	CONTACTOR	49.46	98.92
1	AAO	P72380	CONTACTOR	51.44	51.44
1	AAO	P69580	AUX CONTACTS	31.98	31.98
1	MIS	DRIERS	DRIERS	56.00	56.00
20	REF	R407C	REFRIGERANT	35.00	700.00
1	LAB	LAB17	INSTALLATION	600.00	600.00

*originally
on dec 17
council meeting
but amount
was for 2919.30*

*repair
and
maintenance
8455091*

RTU #11 REPLACED COMPRESSOR, CONTACTORS
CHARGES SYSTEM AND CHECKED OPERATION

SUB TOTAL	TAX	DELIVERY	DISCOUNT	TOTAL
3909.84				3909.84

INVOICES ARE DUE 10 DAYS FROM BILLING DATE 3.75%
SERVICE CHARGE WILL BE ADDED TO UNPAID BALANCE

T H A N K Y O U

ELTON'S A/C & APPLIANCE
P.O. BOX 38
PRYOR, OK 74362-0038
18-825-0461

INVOICE

INVOICE NUMBER	ACCOUNT NUMBER	SALES #	DEPT. #	LOCATION
157967	8250888	NR	PR4	W

OLD TO:

CITY OF PRYOR
12 NORTH ROWE
PO BOX 1167
PRYOR

SHIP TO:

SRV 8253887 35191
PRYOR RECREATION CENTER
1111 SE 9TH ST

OK 74362-1167 PRYOR

OK 74361

INVOICE DATE	PO NUMBER	TERMS	PAY METHOD
02/18/2020	35191	10 DAYS	ON ACCOUNT

QTY	MAKE	PRODUCT	DESCRIPTION	PRICE	EXTENSION
-----	------	---------	-------------	-------	-----------

1	ARM	IG406	IGNITOR	26.34	26.34
13	RAP	007617F	BURNERS	121.36	1577.68
1	RAY	009627F	CIRCUIT BOARD	948.88	948.88
1	RAP	008171F	PRESSURE SWITCH	112.00	112.00
1	LAB	LAB1	SERVICE	805.00	805.00

*aquatic
repair and
maintenance
846 5091*

POOL HEATER DOWN REPLACED BURNERS &
IGNITORS ON STAGE 1 & 2. REPLACED CONTRO
BOARD AND PRESSURE SWITCH.
CLEANED FLAME SENSORS AND CHECKED OPERAT
ION

SUB TOTAL	TAX	DELIVERY	DISCOUNT	TOTAL
3469.90		52.00		3521.90

INVOICES ARE DUE 10 DAYS FROM BILLING DATE 3.75%
SERVICE CHARGE WILL BE ADDED TO UNPAID BALANCE

T H A N K Y O U



JOHN DEERE

Demo



Quote Id: 20962215

Prepared For:
Pryor Creek Golf Course

Prepared By: **Cole Combs**

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074

Tel: 405-743-4050
Fax: 405-743-4089
Email: ccombs@pkequipment.com

Date: 17 December 2019

Offer Expires: 31 December 2019

Confidential

REQUESTS FOR PROPOSALS FOR A ROUGH MOWER FOR THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seek Proposals for the Purchase of Pull Behind Rough Mower for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Rough Mower

II. SUBMITTALS

One (1) copy of the proposal will be received until Wednesday 18th of December at: 4:00pm

Park Board Meets thursday December 19th at 6:00pm at City Hall

12 North Rowe St.

Pryor, Ok 74361

Dennis Bowman City of Pryor Creek
Golf Course ATTN: Pryor Creek Golf
Spray Vehicle 724 E 530 Rd., 74361
Pryor, Oklahoma

A. Proposals are to be prepared on standard 8 1/2" x 11" paper.
Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

- a. Cover Letter: signed by the proposing representative authorized to make contractual obligations.
- b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)
- c. All warranty information regarding Rough Mower.

III. SPECIFICATIONS FOR Rough Mower

Item #1 Minimum Requirement Bidder's Response

Cutting Width 10FT Minimum 12'

Hydraulic Lift System: ~~1/2 - 4"~~ ✓

- Height of cut Range: 1.5 - 4"
- Cutting Frequency: 18,000 ft/sec tip speed
- Blades, number and size: 7

Decks shall have full width rollers: ✓

Automatic Belt Tensioners: ✓

Easy Height Adjustments: ✓

Cost of replacement blades: \$200

Mowing Speed: 2-6 MPH

Transport Speed: As fast as the tractor will go

Technical Service Manual Comply ✓

TRAINING ON HOW TO USE: ✓

All freight and on-site pre-charges should Comply/Show ✓

**Delivery
Requirements**

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible.

**Service
Requirements**

Supplier must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No ✓

Show Warranty Parts and Labor: 2 year

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

Demo
1 Rough Mower \$ 21,500

Trade in Progressive Rough Mower \$ 500

Total Cost to The Pryor Creek Golf Course: \$21,000



Quote Id: 20962215

Prepared For:
Pryor Creek Golf Course

Prepared By: **Cole Combs**

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074

Tel: 405-743-4050
Fax: 405-743-4089
Email: ccombs@pkequipment.com

Date: 17 December 2019

Offer Expires: 31 December 2019

Confidential



Quote Summary

Prepared For:

Pryor Creek Golf Course
724 E 530
Pryor, OK 74361
Business: 918-825-3056
bowmand@pryorcreek.org

Prepared By:

Cole Combs
P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
Phone: 405-743-4050
ccombs@pkequipment.com

THANK YOU - WE APPRECIATE YOUR BUSINESS!

Quote Id: 20962215

PRICES LISTED INCLUDE ALL APPLICABLE BONUSSES & REBATES.

Created On: 17 December 2019

Last Modified On: 18 December 2019

Expiration Date: 31 December 2019

WARRANTY INFORMATION: FOR NEW EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR USED EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

Equipment Summary	Selling Price	Qty	Extended
DEMO TDR-12 ROL - 1912102B	\$ 21,500.00 X	1 =	\$ 21,500.00
Equipment Total			\$ 21,500.00

Quote Summary

Equipment Total	\$ 21,500.00
SubTotal	\$ 21,500.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 21,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 21,500.00

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment



Quote Id: 20962215

Customer: PRYOR CREEK GOLF COURSE

DEMO TDR-12 ROL - 1912102B

Hours: 0

Stock Number: 1006254

			Selling Price
			\$ 21,500.00
Description	Qty	Unit	Extended
PROGRESSVIE TURF EQUIP - MOWER - TDR-12 ROLLER	1	\$ 24,250.00	\$ 24,250.00
Suggested Price			\$ 24,250.00
Customer Discounts			
Customer Discounts Total		\$ -2,750.00	\$ -2,750.00
Total Selling Price			\$ 21,500.00



GLK Turf Solutions

Texas
United States

Quote

Valid Till: 01/31/2019

Quote Number : 1661372000006405012

BILL TO:

Pryor Creek Country Club
P.O. Box 1167
Pryor Creek
Oklahoma

SHIP TO:

74362

Account Name: **Pryor Creek CC**
Contact Name: **Dennis Bowman**

Quote Stage:

S.No. Product Details

	Qty	List Price	Total
1. Trimax Snake 400	1	\$ 34,490.00	\$ 34,490.00
2. Trimax Skid Plate	2	\$ 125.00	\$ 250.00
3. Trimax Start Up Kit	1	\$ 590.00	\$ 590.00

Sub Total **\$ 35,330.00**
Tax \$ 0.00
Estimated Shipping \$ 0.00
Grand Total \$ 35,330.00

Please Sign and Date to Accept Quote_____

Terms and Conditions

Estimated shipping is \$1500 minimum

Description Information



GLK Turf Solutions

Texas
United States

Quote

Valid Till: 01/31/2020
Quote Number : 1661372000006382138

BILL TO:

Pryor Creek CC, OK
P.O. Box 1167
Pryor Creek
Oklahoma

SHIP TO:

74362

Account Name: **Pryor Creek CC**
Contact Name: **Dennis Bowman**

Quote Stage:

S.No.	Product Details	Qty	List Price	Total
1.	Trimax Snake 320	1	\$ 33,490.00	\$ 33,490.00
2.	Trimax Start Up Kit FOR 320	1	\$ 450.00	\$ 450.00
3.	Trimax Skid Plate 2 skid plates per mower	2	\$ 125.00	\$ 250.00
			Sub Total	\$ 34,190.00
			Tax	\$ 0.00
			Estimated Shipping	\$ 0.00
			Grand Total	\$ 34,190.00

Please Sign and Date to Accept Quote _____

Terms and Conditions

Estimated shipping will be \$1500 minimum

Description Information



New



Quote Id: 20962215

Prepared For:
Pryor Creek Golf Course

Prepared By: **Cole Combs**

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074

Tel: 405-743-4050
Fax: 405-743-4089
Email: ccombs@pkequipment.com

Date: 17 December 2019

Offer Expires: 31 December 2019

Confidential

REQUESTS FOR PROPOSALS FOR A ROUGH MOWER FOR THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seek Proposals for the Purchase of Pull Behind Rough Mower for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Rough Mower

II. SUBMITTALS

One (1) copy of the proposal will be received until Wednesday 18th of December at: 4:00pm

Park Board Meets thursday December 19th at 6:00pm at City Hall

12 North Rowe St.

Pryor, Ok 74361

Dennis Bowman City of Pryor Creek
Golf Course ATTN: Pryor Creek Golf
Spray Vehicle 724 E 530 Rd., 74361
Pryor, Oklahoma

A. Proposals are to be prepared on standard 8 1/2" x 11" paper.
Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

- a. Cover Letter: signed by the proposing representative authorized to make contractual obligations.
- b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)
- c. All warranty information regarding Rough Mower.

III. SPECIFICATIONS FOR Rough Mower

Item #1 Minimum Requirement Bidder's Response

Cutting Width 10FT Minimum 12 ft

Hydraulic Lift System: ✓

- Height of cut Range: 1.5-4 1/2
- Cutting Frequency: 18,000 ft/sec tip speed
- Blades, number and size: 7 blades

Decks shall have full width rollers: ✓

Automatic Belt Tensioners: ✓

Easy Height Adjustments: ✓

Cost of replacement blades: \$200

Mowing Speed: 2-6 mph

Transport Speed: As fast as the tractor will go

Technical Service Manual Comply ✓

TRAINING ON HOW TO USE: ✓

All freight and on-site pre-charges should Comply/Show ✓

**Delivery
Requirements**

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible.

**Service
Requirements**

Supplier must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No ✓

Show Warranty Parts and Labor: 2 years

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Rough Mower \$ 23,500

Trade in Progressive Rough Mower \$ 500

Total Cost to The Pryor Creek Golf Course: \$23000

Quote Id: 20962215

Prepared For:
Pryor Creek Golf Course

Prepared By: **Cole Combs**

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074

Tel: 405-743-4050
Fax: 405-743-4089
Email: ccombs@pkequipment.com

Date: 17 December 2019

Offer Expires: 31 December 2019

Confidential



Quote Summary

Prepared For:

Pryor Creek Golf Course
724 E 530
Pryor, OK 74361
Business: 918-825-3056
bowmand@pryorcreek.org

Prepared By:

Cole Combs
P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
Phone: 405-743-4050
ccombs@pkequipment.com

THANK YOU - WE APPRECIATE YOUR BUSINESS!

PRICES LISTED INCLUDE ALL APPLICABLE BONUSES & REBATES.

WARRANTY INFORMATION: FOR **NEW** EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR **USED** EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

Quote Id: 20962215

Created On: 17 December 2019

Last Modified On: 18 December 2019

Expiration Date: 31 December 2019

Equipment Summary	Selling Price	Qty	Extended
NEW TDR-12 ROL - 1912102B	\$ 23,500.00 X	1 =	\$ 23,500.00
Equipment Total			\$ 23,500.00

Quote Summary

Equipment Total	\$ 23,500.00
SubTotal	\$ 23,500.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 23,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 23,500.00

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment



Quote Id: 20962215

Customer: PRYOR CREEK GOLF COURSE

NEW TDR-12 ROL - 1912102B

Hours: 0

Stock Number: 1006254

			Selling Price
			\$ 23,500.00
Description	Qty	Unit	Extended
PROGRESSVIE TURF EQUIP - MOWER - TDR-12 ROLLER	1	\$ 24,250.00	\$ 24,250.00
Suggested Price			\$ 24,250.00
Customer Discounts			
Customer Discounts Total		\$ -750.00	\$ -750.00
Total Selling Price			\$ 23,500.00



Professional Turf Products, L.P.
 2201 N Beech Ave
 Broken Arrow, OK 74012
 Ryan Haskins
 (918) 630 3461
 haskinsr@proturf.com



Count on it.

Ship To	Pryor Creek Golf Course	Date:	12/13/2019
Bill To		Tax Rate	
Contact	Dennis Bowman	Destination	
Address	724 E. 530 St., Pryor Creek, OK 74361	Trade-In	
		Finance	
Phone	(918) 825 3056	Account Type	Contract
Email		QMS: ID	Q35492
Comments:	Oklahoma State Contract Pricing		

Proposal

Qty	Model #	Description	Unit	Extended
1	31905	Groundsmaster 1200 Toro Groundsmaster 1200	\$	27,907.65
1		Trade In Equipment Progressive Pro Flex Mower	\$	(1,000.00)
SubTotal			\$	26,907.65
Destination				Included
Tax Not Included			\$	-
TOTAL			\$	26,907.65

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. Payments by Credit Card are subject to convenience fee.
5. After 30 days all prices are subject to change without notice.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.

REQUESTS FOR PROPOSALS FOR A ROUGH MOWER FOR THE
CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seek Proposals for the Purchase of Pull Behind Rough Mower for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Rough Mower

II. SUBMITTALS

One (1) copy of the proposal will be received until Wednesday 18th of December at: 4:00pm

Park Board Meets thursday December 19th at 6:00pm at City Hall

12 North Rowe St.

Pryor, Ok 74361

Dennis Bowman City of Pryor Creek
Golf Course ATTN: Pryor Creek Golf
Spray Vehicle 724 E 530 Rd., 74361
Pryor, Oklahoma

A. Proposals are to be prepared on standard 8 1/2" x 11" paper.
Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

- a. Cover Letter: signed by the proposing representative authorized to make contractual obligations.
- b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)
- c. All warranty information regarding Rough Mower.

III. SPECIFICATIONS FOR Rough Mower

Item #1 Minimum Requirement Bidder's Response

Cutting Width 10FT Minimum ✓ ; 12'

Hydraulic Lift System: ✓

- Height of cut Range: .5-4"
- Cutting Frequency: 15,000 ± 300 ft/min
- Blades, number and size: 9, 19" long, 2.5" wide

Decks shall have full width rollers: ✓

Automatic Belt Tensioners: ✓

Easy Height Adjustments: ✓

Cost of replacement blades: 26.00

Mowing Speed: 6-8 mph

Transport Speed: _____

Technical Service Manual Comply ✓

TRAINING ON HOW TO USE: ✓

All freight and on-site pre-charges should Comply/Show ✓

**Delivery
Requirements**

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible.

**Service
Requirements**

Supplier must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No YES

Show Warranty Parts and Labor: ✓

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Rough Mower \$ 27,907.65

Trade in Progressive Rough Mower \$ 1000.-

Total Cost to The Pryor Creek Golf Course: 26,907.65

Rough Mower



Professional Turf Products, L.P.
2201 N Beech Ave
Broken Arrow, OK 74012
Ryan Haskins
(918) 630 3461
haskinsr@proturf.com



Count on it.

Ship To	Pryor Creek Golf Course	Date:	12/13/2019
Bill To		Tax Rate	
Contact	Dennis Bowman	Destination	
Address	724 E. 530 St., Pryor Creek, OK 74361	Trade-In	
		Finance	
Phone	(918) 825 3056	Account Type	Contract
Email		QMS: ID	Q35492
Comments:	Oklahoma State Contract Pricing		

Proposal

Qty	Model #	Description	Unit	Extended
1	31905	Groundsmaster 1200 Toro Groundsmaster 1200	\$	27,907.65
1		Trade In Equipment Progressive Pro Flex Mower	\$	(1,000.00)
SubTotal				\$ 26,907.65
Destination				Included
Tax Not Included				-
TOTAL				\$ 26,907.65

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. Payments by Credit Card are subject to convenience fee.
5. After 30 days all prices are subject to change without notice.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.

REQUESTS FOR PROPOSALS FOR A ROUGH MOWER FOR THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seek Proposals for the Purchase of Pull Behind Rough Mower for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Rough Mower

II. SUBMITTALS

One (1) copy of the proposal will be received until Wednesday 18th of December at: 4:00pm

Park Board Meets thursday December 19th at 6:00pm at City Hall

12 North Rowe St.

Pryor, Ok 74361

Dennis Bowman City of Pryor Creek
Golf Course ATTN: Pryor Creek Golf
Spray Vehicle 724 E 530 Rd., 74361
Pryor, Oklahoma

A. Proposals are to be prepared on standard 8 1/2" x 11" paper.
Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

- a. Cover Letter: signed by the proposing representative authorized to make contractual obligations.
- b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)
- c. All warranty information regarding Rough Mower.

III. SPECIFICATIONS FOR Rough Mower

Item #1 Minimum Requirement Bidder's Response

Cutting Width 10FT Minimum ✓ ; 12'

Hydraulic Lift System: ✓

- Height of cut Range: . 5-4"
- Cutting Frequency: 15,000 ± 300 ft/min
- Blades, number and size: 9, 19" long, 2.5" wide

Decks shall have full width rollers: ✓

Automatic Belt Tensioners: ✓

Easy Height Adjustments: ✓

Cost of replacement blades: 26.00

Mowing Speed: 6-8 mph

Transport Speed: _____

Technical Service Manual Comply ✓

TRAINING ON HOW TO USE: ✓

All freight and on-site pre-charges should Comply/Show ✓

**Delivery
Requirements**

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible.

**Service
Requirements**

Supplier must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No YES

Show Warranty Parts and Labor: ✓

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Rough Mower \$ 27,907.65

Trade in Progressive Rough Mower \$ 1000.-

Total Cost to The Pryor Creek Golf Course: 26,907.65

Job Quote

Client:	Pryor Creek Golf Club	Date:	2/4/2020
Contact:	Dennis Bowman	Phone:	
Job:		Fax:	
Salesperson:	John Marman 760-272-7720		

Job Description:

QTY	Product	Price Sq/Ft
6,000sf	A-4 or Dominator Bentgrass Sod on USGA mown at .125	1.85/sf+tax
	Freight	\$6,000/load
	Labor Description	
	Soil must be fully prepared, graded and well compacted prior to any West Coast Turf installation	
	Price does not include post installation heavy "rolling" of installed turf for grade improvements	

***IF MATERIALS ARE INSTALLED TOTAL PRICE INCLUDES APPLICABLE TAXES**

COMMENTS:

N/A YES NO

	x	
		X
		X
	X	
	X	
X		
X		
	x	
		x
		X
		X
	X	

Order must be in full tuck-load amounts (avg 7,500 sq ft per load).

Price includes post installation "rolling" of turf for grade improvement.

Price includes "hand watering" of turf.

Price includes "clean-up" (scrap sod, install material only).

Price is for *standard cut* (3/8"-1/2" thick).

Price is for *stadium cut* (5/8"- 1" thick).

Price is for *super bowl cut* (1 1/8" - 1 1/2" thick).

Minimum 40,000 sq ft for West Coast Turf install crew per day.

Price reflects prevailing wage labor rate. (if not prevailing wage must be stated by buyers at their liability)

Additional \$35 per load or less freight charge. (as noted above)

Job is a Union job/Note-West Coast Turf is not a union contractor

Total per square foot price includes tax, if installed.

*CONTRACTOR LICENSE: CA WCT: #688087 CA WS: #857760 NV WCT: #0048299 AZ WCT: #ROC110478 AZ WS: #ROC173255

***BILLED QUANTITIES FOR SOD/STOLONS AND APPLICATION SERVICES ARE BASED ON AMOUNT ORDERED ON DELIVERY INVOICES, FIELD MEASUREMENTS OR ANY OTHER METHOD FOR CALCULATING BILLED AMOUNTS ARE NOT VALID.**

***PRICE QUOTE BASED ON FULL SCOPE OF WORK**

***IN NO EVENT WILL West Coast Turf BE LIABLE TO ANYONE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES. INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR PROFITS ARISING FROM AND/OR RELATING TO ANY PRODUCT OR SERVICE PROVIDED BY West Coast Turf.**

*Contractor assumes responsibility for notifying us of prevailing wage jobs, in order for us to know what wage rate to pay

***All soil preparation and final grading must be completed prior to sod installation. No grading or pre/post rolling will be provided.**

***Quote is valid for 90 days from the date above.**

***Quote does not guarantee sod availability. A separate deposit, purchase order, or contract may be required to secure materials.**

***If turf grass varieties requested are different than West Coast Turf varieties, a contract and a deposit will be required for a contract grow**

West Coast Turf
PO BOX 4563
Palm Desert, CA 92261
(800) 447-1840 FAX (760) 340-7345

Librarian II - Youth Services Librarian

Overview

Description:

A full-time, non-exempt position requiring a wide familiarity with library procedures and the library collection, especially the children and teen collections. Must have skills to organize and conduct children and teen services, including programs, in a professional manner.

Examples of work performed:

- Helps patrons find information in person, on the telephone, and via email
- Helps patrons locate materials in the department or library
- Assists patrons with computers in the department
- Instructs patrons in basic library use
- Plans and conducts early literacy classes such as storytime
- Plans and conducts age appropriate programs, events, classes, and activities for children and teens
- Plans and conducts age appropriate summer reading programs, events, classes, and activities for children and teens
- Provides readers advisory assistance to patrons through face-to-face interactions, lists, or other appropriate methods
- Selects materials for department and manages collection in coordination with Collection Development Librarian and Director
- Provides outreach services to the community
- Maintains order in the department
- Enforces library policies
- Attends professional meetings and training workshops
- Keeps informed on trends and best practices in library service
- Keeps departmental records and statistics
- Develops departmental goals and helps implement them
- Creates promotional material as needed

Requirements for position:

- Bachelor's degree or experience commensurate with the position
- Ability to obtain Oklahoma Department of Libraries certification within two years
- Aptitude for working with the public, especially children, teens, and their parents
- In-depth knowledge of children's and teen's literature and an interest in a variety of subjects
- Self-directed and able to learn new processes quickly
- Skill in application and interpretation of library policies and procedures
- Strong communication and public relation skills, both oral and written
- Ability to maintain a cheerful demeanor under pressure
- In-depth knowledge of basic computer programs and the internet
- Excellent grammar and telephone manners
- Strong organizational and problem solving skills

Invoice



Billing Inquiries : Accounts Receivable (800) 368-3290 Hstafford@ebSCO.com

Technical Support : 800-758-5995 support@ebSCO.com

Billing Address

PRYOR PUBLIC LIBRARY
505 E GRAHAM
PRYOR, OK 74361-3828?

Service Address

PRYOR PUBLIC LIBRARY
505 E GRAHAM
PRYOR, OK 74361-3828?

Invoice Number :	1000121054-1
Invoice Date :	24-Feb-2020
Invoice Amount :	3,507.00
Currency :	USD
Terms :	Due upon receipt
Account Number :	DV32555-75
Order ID :	1777255
Customer ID :	s8948304
Page Number :	1 of 1

Description	Quantity	Unit Price	Extended Price	Tax	Amount Due
Job and Career Accelerator Center - Stand-alone Product ID: 464-351-307 Period: 01-Mar-2020 - 28-Feb-2021	1	1,736.00	1,736.00		1,736.00
LearningExpress Library Product ID: 520-078-301 Period: 01-Mar-2020 - 28-Feb-2021	1	1,771.00	1,771.00		1,771.00

Pre-tax Subtotal	3,507.00
Total Sales Tax	.00
Invoice Total	3,507.00

Total Amount Due in USD	3,507.00
-------------------------	----------

Payment Method: ACH or Wire

Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94104 USA
ABA Routing # 121000248
Swift: WFBUS6S
Beneficiary: EBSCO Information Services
Account #: 2000027339684
Remittance Advice: paymentadvice@ebSCO.com

Checks Payable To:

EBSCO Information Services
Attn: Payment Processing Center
PO Box 204661
Dallas, TX 75320-4661

EBSCO assesses a finance charge of
1% per month on unpaid balances.

Federal Tax ID: 63-6014186



4 S. Vann
Pryor, OK 74361

Estimate

2/20/2020	203

Phone #	E-mail
918-803-0359	jasonlgoodson@gmail.com
Municipal Utiltiy Board	

Description	Qty	Rate	Total
(Inside Cameras)			
DOME/TURRET O 4MP 2.8 FIXED PO	5	129.002	645.01T
Junction box for Turret Cameras	6	10.99	65.94T
(Outside Cameras)			
BULLET O 4MP 2.8-12 MOT POE	6	199.00833	1,194.05T
Junction Box Weather Proof for bullet camera	6	21.99	131.94T
Uniview 32 Channel DVR	1	799.00	799.00T
8TB Surveillance Hard drive	2	289.00	578.00
Labor to replace old analog cameras with new IP cameras.	1	2,000.00	2,000.00
Configure new DVR and setup recordings.			
Sales Tax		0.00%	0.00
			\$5,413.94



Bid to Purchase Used Equipment

Date	Bid No.
2/25/2020	P14363

Vendor
Pryor Creek Fire Department B K Young 833 S Elliot Pryor, OK 74361

Dalmatian Fire Equipment, Inc.
75 Oak Avenue
Eaton, CO 80615
Phone:800-436-6450
Fax:888-436-6451
sales@dalmatianfire.com
www.DalmatianFire.com

Ordered By:	RKK
Ship To	
Dalmatian Fire Equipment 75 Oak Ave East Dock Eaton, CO 80615 USA	

Vendor Phone	Vendor Fax	Vendor E-mail	Ship Via	Terms	In Transit	Tracking Number
918-825-3131	918-825-7175	youngbk@pryorcreek.org	Unishippers	Net 60		

Used Equipment Description	Qty	Rate	Amount
Scott 2.2 AP75 CBRN 2007 SPEC, Full Length Hose, Dual EBSS, SCBA, Fire Rated-Used	24	375.00	9,000.00
SC Mask AV3000 CBRN Medium BETTER - USED	24	20.00	480.00
Scott, 30/2216-09 Carbon Fiber, No Valve, Cylinder, USED	34	60.00	2,040.00
Scott Low Pressure Angled Cylinder Valve, Used	34	5.00	170.00
Scott RIT Pack II w/ bag-USED	4	100.00	400.00
EQUIPMENT ACCEPTANCE-All vendor equipment values are estimated based on vendor provided descriptions and lists. Final price will be determined at time of receipt and inspection by Dalmatian based on actual items received. To receive full value, all equipment must include all normal components in repairable condition. Repairable is defined as: cylinders must pass hydrostatic test; mask lenses must not have deep scratches or cracks; HUD and all electrical items must function. All components not meeting these requirements will be treated as scrap and value will be proportionately reduced.		0.00	0.00

THIS BID TO PURCHASE IS GOOD FOR 30 DAYS.	Total
---	--------------

PURCHASE ORDER ACCEPTANCE	I accept the terms below, verify my authorization by Vendor to accept the terms, and approve this bid with my signature.	NAME	SIGNATURE	DATE
----------------------------------	--	------	-----------	------

- TERMS AND CONDITIONS OF THIS BID TO PURCHASE USED EQUIPMENT
1. EQUIPMENT ACCEPTANCE - All equipment values listed here are estimated based on descriptions and lists provided by Vendor (above). Final price will be determined at time of receipt and inspection based on actual items received.
 2. TO RECEIVE FULL VALUE - All equipment must include all normal components in repairable condition. Repairable is defined as: cylinders must pass hydrostatic test; mask lenses must not have deep scratches or cracks; HUD devices and electronics must function. Components not meeting these requirements will be treated as scrap, and the value proportionately reduced.
 3. BID EXPIRES IN 30 DAYS - This Bid to Purchase is valid only if signed and returned within 30 days. Vendor agrees to ship equipment within 30 days of signing.
 4. PACKAGING, DAMAGE AND LOSS - Vendor agrees to properly package equipment for shipping, and accept insurance proceeds as payment in full for damage or loss.
 5. DALMATIAN PAYS SHIPPING - Dalmatian agrees to send a truck at Dalmatian's expense to pick-up when ready.

U.S.A.

Should you have any questions, please call, fax or e-mail me at russ.kates@dalmatianfire.com

CANADA



Bid to Purchase Used Equipment

Date	Bid No.
2/25/2020	P14363

Vendor
Pryor Creek Fire Department B K Young 833 S Elliot Pryor, OK 74361

Dalmatian Fire Equipment, Inc.
75 Oak Avenue
Eaton, CO 80615
Phone:800-436-6450
Fax:888-436-6451
sales@dalmatianfire.com
www.DalmatianFire.com

Ordered By:	RKK
Ship To	Dalmatian Fire Equipment 75 Oak Ave East Dock Eaton, CO 80615 USA

Vendor Phone	Vendor Fax	Vendor E-mail	Ship Via	Terms	In Transit	Tracking Number
918-825-3131	918-825-7175	youngbk@pryorcreek.org	Unishippers	Net 60		

Used Equipment Description	Qty	Rate	Amount
EQUIPMENT SHIPMENT PREPARATION-Vendor must package all equipment prior to shipment. All cylinders MUST BE EMPTY AND VALVES OPEN before shipping. Equipment must be put in boxes and boxes securely stacked onto pallets and overwrapped. When equipment is ready for pickup, call Dalmatian Fire Equipment with all pallet dimensions and estimated weights. Dalmatian will send a truck to pick up the equipment you are selling to us.		0.00	0.00

THIS BID TO PURCHASE IS GOOD FOR 30 DAYS.	Total	\$12,090.00
---	-------	-------------

PURCHASE ORDER	I accept the terms below, verify my authorization by Vendor to accept the terms, and approve this bid with my signature.	NAME	SIGNATURE	DATE
-----------------------	--	------	-----------	------

TERMS AND CONDITIONS OF THIS BID TO PURCHASE USED EQUIPMENT

1. EQUIPMENT ACCEPTANCE - All equipment values listed here are estimated based on descriptions and lists provided by Vendor (above). Final price will be determined at time of receipt and inspection based on actual items received.
2. TO RECEIVE FULL VALUE - All equipment must include all normal components in repairable condition. Repairable is defined as: cylinders must pass hydrostatic test; mask lenses must not have deep scratches or cracks; HUD devices and electronics must function. Components not meeting these requirements will be treated as scrap, and the value proportionately reduced.
3. BID EXPIRES IN 30 DAYS - This Bid to Purchase is valid only if signed and returned within 30 days. Vendor agrees to ship equipment within 30 days of signing.
4. PACKAGING, DAMAGE AND LOSS - Vendor agrees to properly package equipment for shipping, and accept insurance proceeds as payment in full for damage or loss.
5. DALMATIAN PAYS SHIPPING - Dalmatian agrees to send a truck at Dalmatian's expense to pick-up when ready.

U.S.A.

Should you have any questions, please call, fax or e-mail me at russ.kates@dalmatianfire.com

CANADA