

CITY OF PRYOR CREEK PLANNING AND ZONING COMMISSION

☒ ZONING [] SPECIAL USE [] PUD [] PUD MAJOR AMENDMENT [] EASEMENT/RIGHT-OF-WAY VACATION
 12 North Rowe Street, P.O. Box 1167, Pryor, Oklahoma 74362 - (918) 825-1679 - FAX (918) 825-6577 www.pryorcreek.org

APPLICATION INFORMATION

RECEIVED BY: _____ DATE FILED: _____ TAC DATE: _____ HEARING DATE: _____ CASE NUMBER: _____
 [] RES [] NON-RES [] MIXED USE [] BUILDING PERMIT APPLICATION NUMBER: _____

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: Nor 5th St, 1/4 mile east of Elliot St. TRACT SIZE: 27.13 AC.
 LEGAL DESCRIPTION FROM DEED, SURVEYOR OR ATTORNEY (ATTACHED COPY ALLOWED):
See attached

PRESENT USE: Vacant PRESENT ZONING: AG FLOODPLAIN: [] Y ☒ N HISTORIC DESIGNATION: [] Y ☒ N

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: RS-50 PUD DESIGNATION INCLUDED: [] Y [] N PUD PROPOSAL ATTACHED: [] Y [] N
 PROPOSED USE: Residential Subdivision

NATURE OF PUD AMENDMENT: _____

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>KKT Architects - Nicole Watts</u>	NAME <u>David R. Stewart Revocable Trust</u>
ADDRESS <u>2206 S. Utica Place #200</u>	ADDRESS <u>4785 E 91st Street #200</u>
CITY, ST, ZIP <u>Tulsa, OK 74114</u>	CITY, ST, ZIP <u>Tulsa, OK 74137</u>
DAYTIME PHONE <u>918.744.4270</u>	DAYTIME PHONE _____
EMAIL <u>nicole.watts@kktarchitects.com</u>	EMAIL _____
FAX _____	FAX _____
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: <u>[Signature]</u> <u>12.6.2019</u>	

DOES OWNER CONSENT TO THIS APPLICATION ☒ Y [] N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Engineer

APPLICATION FEES			
BASE APPLICATION FEE	\$20.00	APPLICATION SUBTOTAL	\$ <u>20.00</u>
NEWSPAPER PUBLICATION	\$ <u>112.50</u>		<u>112.50</u>
SIGNS	\$18.50		<u>18.50</u>
300' PROPERTY OWNERS LIST (MUST BE SUBMITTED WITH APPLICATION) **REQUIRED FOR ALL APPLICATIONS EXCEPT RG ZONING**			
1320' PROPERTY OWNERS LIST (REQUIRED ONLY FOR RG ZONING - MUST BE SUBMITTED WITH APPLICATION)			
300' PROPERTY OWNERS MAILING & POSTAGE <u>200</u>	\$1.83 x <u>128</u>	\$ <u>24.00</u>	<u>24.00</u>
1320' PROPERTY OWNERS MAILING & POSTAGE	\$1.83 x =	\$	
<u>+ 1.50 - cert. postage</u>			
RECEIPT NUMBER: <u>200</u>		NOTICE SUBTOTAL	\$
		TOTAL AMOUNT DUE	\$ <u>175.00</u>

APPLICATION FEES PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

City of Pryor Creek Planning Commission Case Number: _____

Technical Advisory Committee (TAC) Meeting Date: _____ at _____

City of Pryor Creek Mayor's Conference Room, 12 North Rowe Street, 2nd Floor

Hearing Date: _____ at _____

City Council Chambers, City of Pryor Creek City Hall, 12 North Rowe Street, 2nd Floor

A person knowledgeable of the application and the property must attend the meeting to represent the application. Site Plans and development proposals should be submitted at the time of application. Photos or renderings may be presented at the hearing, please coordinate this with Community Development Staff prior to the hearing.

PLATTING REQUIREMENT

For the purposes of providing a proper arrangement of streets and assuring the adequacy of open spaces for traffic, utilities, and access of emergency vehicles, commensurate with the intensification of land use customarily incident to a change of zoning, a platting requirement is established as follows:

For any land which has been rezoned upon application of a private party, no building permit or zoning clearance permit may be issued until that portion of the tract on which the permit is sought has been included within a subdivision plat or replat, as the case may be, submitted to and approved by the Planning Commission, and filed of record in the office of the Mayes County Clerk. Provided that the Planning Commission, pursuant to their exclusive jurisdiction over subdivision plats, may waive the platting requirement upon a determination that the above stated purposes have been achieved by previous platting or could not be achieved by a plat or replat.

I hereby certify that I have read and understand the above requirements and that I will plat, replat or have the platting requirements waived for the subject property in case number _____.


Applicant's Signature

12.6.2019
Date

If your application is approved, you may need additional permits. Contact the City of Pryor Creek Community Development Department at 918-825-1679.

**City of Pryor Creek
Community Development Department
12 North Rowe Street, 2nd Floor
Pryor, Oklahoma 74361
(918) 825-1679**

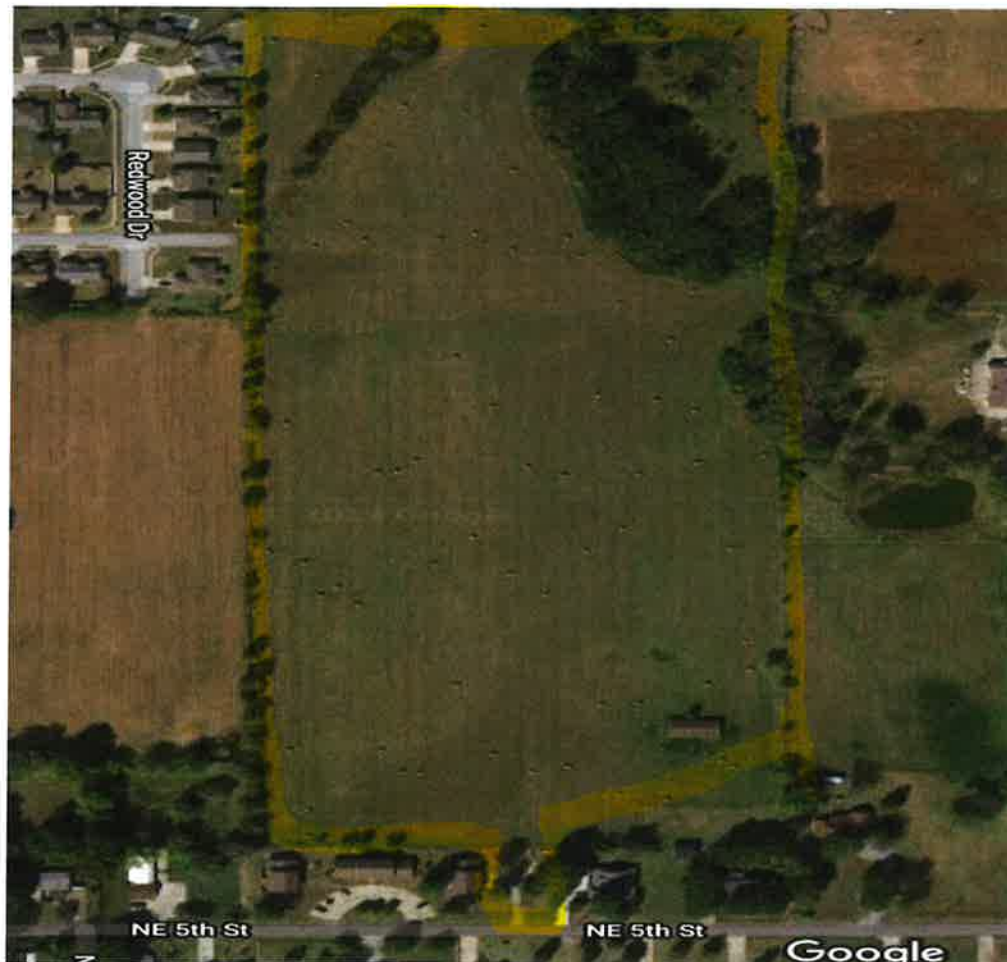
NOTICE OF PUBLIC HEARING

BEFORE THE CITY OF PRYOR CREEK PLANNING AND ZONING COMMISSION

Notice is hereby given that on the 6th day of February, 2020, at 5:30 P.M. in the City Hall Council Chambers, located at 12 North Rowe Street, 2nd floor, Pryor Creek, Mayes County, Oklahoma, the City of Pryor Creek Planning and Zoning Commission will consider the rezoning of the following described property from AG (Agricultural) and RS (Residential Single) to (RS-50) Residential Single-50.

LEGAL DESCRIPTION

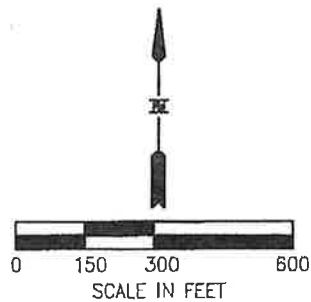
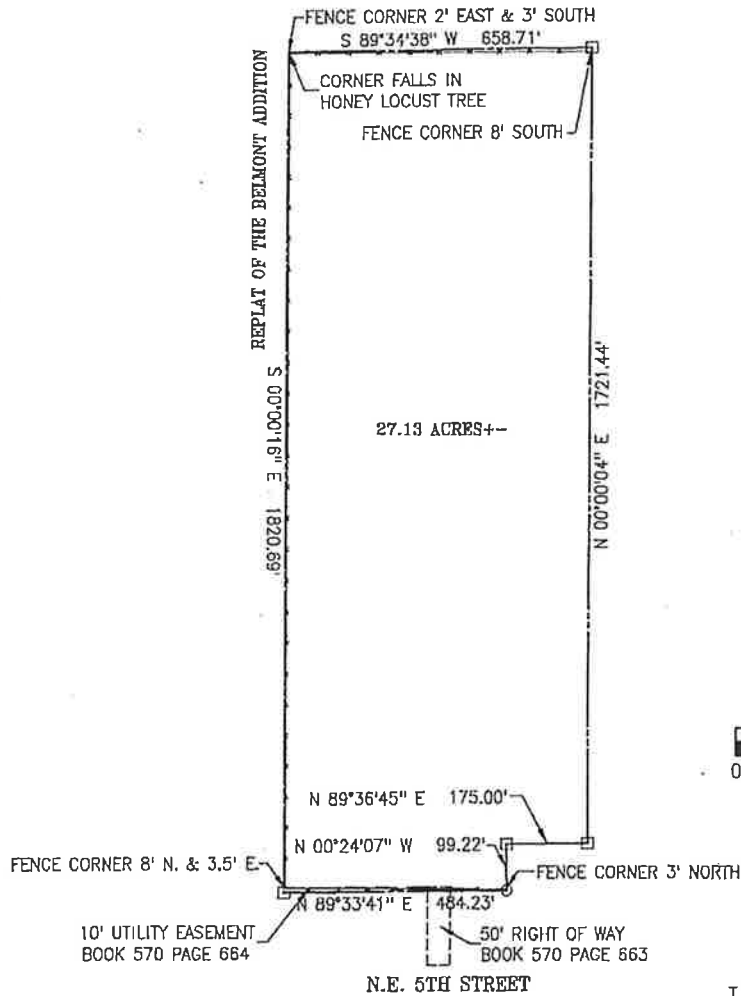
THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH 500 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LESS THE EAST 175 FEET OF THE NORTH 100 FEET OF THE SOUTH 260 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST 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.



Anyone requiring special accommodations pursuant to the Americans with Disabilities Act should notify the City Clerk, Eva Smith at 918-825-0888.

SURVEY PLAT

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.



THE WORD CERTIFY OR CERTIFICATE AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

- △ DENOTES FOUND MAG NAIL
- DENOTES SET 1/2" IRON PIN W/CAP
- ⊙ DENOTES SET MAG NAIL W/FLASH
- DENOTES FOUND IRON PIN

CERTIFICATE

I, Brett King, the undersigned, a Registered Professional Land Surveyor L.S. 1533, in the State of Oklahoma, of Landmark Surveying, C.A. 4572 6-30-19, of 245 S. Taylor, P.O. Box 1328, Pryor, Oklahoma (918-825-2804) do hereby certify that a careful survey of the following described property was made under my supervision:

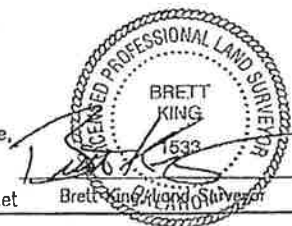
The Northwest Quarter of the Southeast Quarter of the Northwest Quarter AND the North 500 feet of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter LESS the East 175 feet of the North 100 feet of the South 260 feet of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter AND the Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 8, Township 21 North, Range 19 East of the Indian Meridian and Principle Base Line, Mayes County, Oklahoma.

I further certify the above and foregoing is a true and correct plat of the same.

Witness my hand and seal this 8th day of May, 2018.

Copyright May, 2018

Email Address: landmarksurveying@sbcglobal.net



T L Davis Property Co. com



**WORK ORDER FOR PROFESSIONAL SERVICES
CITY OF PRYOR CREEK, OK.
Project Number PRY-19-04**

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

Project Name: Channel Stabilization and Flood Control Study at SE 14th and S. Fairland Street

Project Description: The City of Pryor has requested the Engineer to provide study, design and bidding services for bank stabilization for erosion control and investigative study on solutions to flooding issues at the subject location. The Engineer shall prepare:

Phase I:

1. The Engineer shall prepare detailed plans, specifications, and bid documents to provide armored bank stabilization for the earthen channel extending south from the Pryor High School property and lying east of Cherokee Estates Third Addition Lot 1, Block One and being the west 25' of Lot I, Block One of East Plains Fourth Addition both part of Pryor Creek, Mayes County, Oklahoma.
2. The Engineer shall coordinate with a local survey company to provide a detailed topographic survey of the immediate area herein identified including contours, utilities, above ground obstructions such as fences, trees, structures, and overhead poles, lines, underground storm inlets, and other identifiable items within the planning area.

NOTE: THE SURVEY SHALL BE BILLED DIRECTLY TO THE CITY

3. The Engineer shall produce bidding documents and assist the city in acquiring contractor services to complete the installation of the bank stabilization armoring materials and provide services during construction to review shop drawings, pay estimates, and contractor questions that arise during construction.
4. The Engineer shall coordinate with local utility providers to assess conflicts with planned improvements on those utilities and where required work with the utility to move such conflicts either by moving the utility or accommodating the utility with a design of the channel to avoid the conflict

NOTE: PREPERATION DETAILED RELOCATION OF UTILITY PLANS ARE BEYOND THE SCOPE OF THIS PHASE OF THE PROJECT.

5. The Engineer shall complete Phase I work by conducting a final inspection of the work and providing a certificate of substantial completion to the Owner for the completed work

Phase 2:

1. The Engineer shall evaluate and provide options for design for a long-term solution the area flooding due to storm water inundating properties and structures originating in the above

PROJCET NUMBER PRY-19-04

channel. The solutions options may include vacating public roadways in favor of utility easements, open channel conduits, modifications to existing flow control structures and detention areas, and underground stormwater conduits in conjunction with overland drainage conveyance systems.

2. The Engineer shall summarize the methodology, findings, and estimated costs for the options considered and make recommendations to the Owner of the option that best solves the flooding issues at a reasonable and definable fee.
3. The Report shall be prepared and presented to the Owner at the committee and Council meeting of the Owner's choosing:
4. Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).
5. The fee for engineering services shall be further broken down as follows and payable on a monthly basis as the project progresses:

For Services Described in Phase 1

Detailed Plans and Specifications	\$5,000.00
Services During Construction	\$2,500.00

For Services Described in Phase 2

Study and Technical Memorandum Written Report	<u>\$5,000.00</u>
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Total Fees	\$ 12,500.00
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For Project Representative Services	TBA
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APPROVED:
City of Pryor Creek, OK

ACCEPTED:
Infrastructure Solutions Group, LLC

By: _____
Larry Lees
Mayor

By: 
Dale Burke, P.E.
President

ATTEST:

ATTEST:

DATE: _____

Steve Powell, P.E.
Branch Manager

PROJECT NUMBER PRY-19-04



**WORK ORDER FOR PROFESSIONAL SERVICES
CITY OF PRYOR CREEK, OK.
Project Number PRY-19-05**

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

Project Name: Drainage Improvements at NE 3rd and East Manner Drive.

Project Description: The City of Pryor has requested the Engineer to prepare detailed plans for mitigating the flooding occurring at NE 3rd and E. Manner Drive in Pryor. The Engineer has access to preliminary plans and basic survey information provided to the Owner from a prior study of the area. Recent changes to the planned improvements will require modifications to the original preliminary plans to meet the scope of work defined by current program. The Engineer agrees to maximize the use of the prior plans, surveys, engineering data, and legal information to minimize additional expense to the Owner. The Engineer agrees to:

1. The Engineer shall review existing surveys and conduct supplemental surveys to provide a complete and current presentation of conditions at the subject site. Said survey services shall be compatible with the prior survey and constitute the basis of design for this project.
2. The Engineer shall review existing preliminary plans and make modifications where necessary to extend storm sewer to the current discharge location including connecting pipes, inlets, and grading to cover the planned improvements.
3. The Engineer shall prepare Final detailed drawings. The Detailed Plans shall consist of but not limited to –

Cover Sheet

Cost and Quantity Summary Sheet(s)

General and Project Specific Notes Sheet(s)

Drainage Areas identified and structure sizing to accommodate flows

Typical Section Sheets for each street segment

Construction Detail Sheet(s)

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

Const. Phasing, Traffic Control and Striping

Erosion Control in accordance with current ODEQ, OWRB guidelines.

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

PROJECT NUMBER PRY-19-05

4. The Engineer shall provide an estimate of cost based on the above project scope as presented in the detailed plans and specifications.
5. Provide Contract Document and Technical Specifications describing methods and materials of construction to be utilized for the improvements.
6. Review all detailed drawings and contract documents with the Owner prior to final acceptance of the engineering drawings.
7. The Engineer shall assist the Owner in obtaining bids for improvements as shown in the approved detailed engineering drawings and as outlined in the specifications. These services shall include preparation of select contractors with capabilities to conduct the proposed improvements and the submission of an invitation to bid on the improvements. Notify the regional plan review services of the intent to receive bids on the proposed improvements.
8. The Engineer shall provide plans to all qualified general contractors, sub-contractors, suppliers of materials, plan review and inspection services, and to the Owner. The Engineer may elect to collect a fee for providing the detailed plans and contract documents to any entity other than the Owner. The plan fee shall be payment to the Engineer in addition to any fees outlined herein payable to the Engineer from the Owner for Bidding services.
9. The Engineer shall prepare addendum as required during the bidding phase to further clarify or modify the detailed plans. The Engineer shall maintain a list of all parties having received detailed plans and contract documents for bidding purposes.
10. The Engineer shall attend the bid opening and conduct the review of each bid for compliance with the State of Oklahoma and the City of Pryor Creek competitive bidding requirements. The Engineer shall identify the apparent low bidder and collect all bids for further review. The Engineer shall prepare a written recommendation after a thorough review of all documents for each bidder as to the qualifications of the bidder and the recommendation to enter into a binding agreement between the Owner and the general contractor. It is expressly stated that review and recommendations are in no way a guarantee or warranty by the Engineer of the qualifications of the selected general contractor.
11. The Engineer shall complete with original signatures the necessary forms, bonds and contracts within a bound single volume booklet to be provided to each party of the agreement and a copy to the Engineer for our records.
12. The Engineer shall establish, conduct and document a Pre-Construction Conference with the selected contractor to review all aspects of the project, be available for any questions or alternative methods or means requested by the contractor, and outline the contractual provisions of progression of the project through monthly invoicing to the final acceptance of the project.
13. The Engineer shall be available through construction to review shop drawings, review monthly pay requests, answer comments from the contractor and/or the Owner or his representative, provide onsite periodic observations of the progress of the work, conduct preliminary and final

inspections with the contractors representative and provide documentation of the work required to be done to facilitate a satisfactory completion of the project.

14. The Engineer shall provide close out documents to the Owner at the completion of the project and make recommendations for final payments to the contractor along with release of claims and the preparation of AS BUILT record drawings.
15. Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).
16. The fee for engineering services shall be further broken down as follows and payable on a monthly basis as the project progresses:

For Services Described in this proposal

Detailed Plans and Specifications	\$12,000.00
Services During Construction	<u>\$2,500.00</u>
Total Fees	\$ 14,500.00

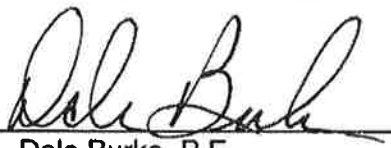
For Project Representative Services

TBA

APPROVED:
City of Pryor Creek, OK

ACCEPTED:
Infrastructure Solutions Group, LLC

By: _____
Larry Lees
Mayor

By: 
Dale Burke, P.E.
President

ATTEST:

ATTEST:

Steve Powell, P.E.
Branch Manager

DATE: _____



**WORK ORDER FOR PROFESSIONAL SERVICES
CITY OF PRYOR CREEK, OK.
Project Number PRY-20-01**

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

Project Name: Dog Pound Road Park Branch Tributary Bridge Replacement and SW 9th Street Box Culvert Repairs

Project Description: The City of Pryor has requested the Engineer to provide study, design and bidding services for replacement and improvements to the multi-cell bridge box on Dog Pound Road on the Park Branch Tributary to Pryor Creek. In addition, the multi-cell box culvert located on SW 9th Street just west of the 9th Street lift Station shall be removed and restored to current capacity.

Phase I:

1. The Engineer shall prepare detailed plans, specifications, and bid documents to provide new box culvert cells, new superstructure sub-grade and pavement sections for the box culvert including headwalls, aprons, and bank armament with rip rap upstream of the box. The pavement section shall pass a two-lane roadway system.
2. The Engineer shall prepare detailed plans, specifications, bid documents to remove and replace the existing 3 cell box culvert on SW. 9th St. with a structure of the same capacity, including headwalls, wingwalls, guardrails, and asphalt decking matching the surrounding pavement sections.
3. The Engineer shall coordinate with a local survey company to provide a detailed topographic survey of the immediate area herein identified including contours, utilities, above ground obstructions such as fences, trees, structures, and overhead poles, lines, underground storm inlets, and other identifiable items within the planning area.

NOTE: THE SURVEY SHALL BE BILLED DIRECTLY TO THE CITY

4. The Engineer shall produce bidding documents and assist the city in acquiring contractor services to complete the installation of the improved bridge box and box culvert.

5. The Engineer shall coordinate with local utility providers to assess conflicts with planned improvements on those utilities and where required work with the utility to move such conflicts either by moving the utility or accommodating the utility with a design of the channel to avoid the conflict

NOTE: PREPERATION DETAILED RELOCATION OF UTILITY PLANS ARE BEYOND THE SCOPE OF THIS PHASE OF THE PROJECT.

6. The Engineer shall complete Phase I work by conducting a final inspection of the work and providing a certificate of substantial completion to the Owner for the completed work.
7. The Engineer shall assist the city during the construction phase to provide periodic inspection, review shop drawings, answer questions from the contractor regarding items of design, and review and approve monthly pay requests prior to submittal to city for payment. The Engineer shall assist the city in preparation of reimbursement forms from the Federal Government (FEMA) for funding assistance documentation to the city.

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

1. The fee for engineering services shall be further broken down as follows and payable on a monthly basis as the project progresses:

Detailed Plans and Specifications	\$24,000.00
Services During Construction (based on 4 months)	\$8,000.00

Total Fees **\$ 31,000.00**


For Project Representative Services TBA

APPROVED:
City of Pryor Creek, OK

By: 
Larry Lees
Mayor

ATTEST:
Date: _____

ACCEPTED:
Infrastructure Solutions Group, LLC

By: 
Dale Burke, P.E.
President

ATTEST: 
Steve Powell, P.E.
Branch Manager

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)

~~I~~H. 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

ORDINANCE NO. 2020-_____

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.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PRYOR CREEK, OKLAHOMA THAT PRYOR CREEK CITY CODE SECTION 4-5-6 IS HEREBY AMENDED TO READ AS FOLLOWS (deletions to existing ordinance stricken, additions underlined):

SECTION 1: AMENDING ORDINANCE TO READ AS FOLLOWS:

4-5-6: DESIGNATION OF OFFICERS BY THE COUNCIL FOR ENFORCEMENT AND APPEALS AND SETTING COMPENSATION FOR SAME:

The Mayor, with approval of the Council, may appoint enforcement official(s) to serve as administrative official(s) for purposes of administrative decisions for purposes of application and enforcement of this chapter; and hearing officer(s) for purposes of hearing appeals of decisions of the enforcement official(s). No administrative official shall serve as both an enforcement official and a hearing officer. In the absence of the appointment of a hearing officer appeals shall be heard by the City Council. The compensation to be paid to any such appointed officer or official for the services to the City provided by such officer or official under this paragraph shall be in such amount, if any, and upon such terms as shall be from time to time determined and set by the City Council by resolution or ordinance. In the absence of an ordinance or resolution setting forth terms of compensation for any such officer or official appointed it shall be deemed that the person so appointed shall serve without compensation until such time as an ordinance or resolution establishing terms of compensation, if any, be passed and approved by the City Council.

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

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

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

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF PRYOR CREEK, OKLAHOMA CONCERNING APPOINTMENT OF COUNCILMAN ZAC DOYLE TO SERVE AS HEARING OFFICER OF ADMINISTRATIVE APPEALS CONCERNING PUBLIC NUISANCE PROCEEDINGS, HIGH WEED AND TRASH VIOLATIONS, ABANDONED AND DILAPIDATED STRUCTURES FOR THE CITY OF PRYOR CREEK, OKLAHOMA, AND PROVIDING FOR COMPENSATION FOR SERVICES.

WHEREAS, pursuant to local and state law the City Council may designate a person to serve as hearing officer for administrative appeals concerning public nuisances, high weed and trash violations, abandoned and dilapidated structures, and fix the amount of compensation to be paid such officer, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PRYOR CREEK, OKLAHOMA: That the City of Pryor Creek, Oklahoma acting by and through the Mayor and City Council does by these premises appoint Zac Doyle to serve as hearing officer for administrative appeals concerning public nuisances, high weed and trash violations, abandoned and dilapidated structures within the City; and fix the compensation to be paid to said hearing officer in the sum of Fifty Dollars (\$50) per hearing docket conducted.

APPROVED, this ____ day of _____, 2020 in regular session of the City Council for the City of Pryor Creek, Oklahoma.

Larry Lees, Mayor

ATTEST:

Eva Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

K. Ellis Ritchie, City Attorney

Dated: _____

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, FEBRUARY 4TH, 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 Briana Brakefield. 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, Jill Sherman and Zac Doyle. Members absent: none.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Police Chief Dennis Nichols, Assistant Police Chief James Willyard, Fire Chief BK Young, Park Superintendent Frank Powell, Emergency Management Director Johnny Janzen, Street Superintendent Buddy Glenn, Golf Superintendent Dennis Bowman, Library Director Cari Rerat and Building Inspector Kenneth Young.

Others: Library Board Chairman Jeanette Anderson, Park Board Chairman Bill Kannegiesser, City Engineer Steve Powell, Economic Development Consultant Rickey Hayes, Bill Kolb, Kemmie Shropshire, Adam Anderson, Joe Barnts, Victor Casey, Chris Gonthier and Terry Aylward.

2. DEPARTMENT HEAD REPORTS IF NEEDED:

a. Building Inspector

Young reported that 27 permits were sold in January for a revenue of \$2,344.00. He conducted 63 inspections. This number is up 31% over January of 2019.

b. Emergency Management

Janzen reported that FEMA is finishing up at the Golf Course. The Street Department is the next big-ticket item for FEMA and there are some things on tonight's agenda to get that process started. The Master Drainage Plan is another project in the works. A large issue of concern is drainage under the railroad West of Highway 69. There is a significant amount of water backing up because of the problems in this area. There is also a problem with drainage under Highway 20.

c. Fire

Young reported that they responded to 121 emergency calls in January, which is pretty standard. He also reported that they improved their ISO rating from 4 to 3.

d. Golf

Bowman reported that everything is still very wet. They had a good January and are having a good start to February. Revenues are down from last year, and labor is about 18% over where it should be, due to all the work that had to be done for the FEMA claim. He stated that he only has two people working now, which is as skeleton-crew as they can have and still function. They are waiting on cost estimate for bent grass to submit to FEMA.

e. Library

Rerat reported that they have put together a Complete-Count Committee for the upcoming 2020 Census. The library also received an exhibit on permanent loan from the Tulsa Historical Society regarding the Greenwood District and 1921 Tulsa Race Riot.

f. Parks / Cemetery

Powell reported that they are still fighting with wet conditions and plan to trim trees when the ground dries up. He stated that he does not have the Cemetery numbers with him, but last year was the lowest it has ever been. They had approximately 75 funerals with a revenue of around \$45,000.00.

g. Police

Nichols stated that he handed out the statistics to Council earlier. He thanked the Parks Department for their help in boarding and securing some public nuisances.

h. Recreation Center

No report.

i. Street

Glenn reported that they are trimming trees. They are also working on some drainage issues at NW 5th Street and another on the NE side of Rowe Street. He reported that they spread some brine today in preparation of pending bad weather. The salt and sand trucks and plows are ready to go, if needed.

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

There were no petitions.

4. MAYOR'S REPORT:

Mayor moved to Item d.

d. Update: Economic Development, Rickey Hayes.

Rickey Hayes gave an update on different projects being considered. He also reported on the retailers' conference in Ft. Worth that Mayor Lees attended with him. He reported that four national retailers have taken time to come to Pryor to check out the city – two corporate and two franchisees. He stated that Mayor Lees and he have also been in meetings with several local land owners who are interested in residential development. He was encouraged by the meeting held with local pastors, and the first Economic Development Trust Authority meeting.

Mayor moved back to Item a.

a. Discussion and possible action regarding approval to proceed with the prescribed process as defined by the Federal Railroad Administration toward establishing Pryor Creek as a Railroad Quiet Zone. (Item tabled at the December 3rd, 2019 meeting and the January 21st, 2020 meeting.)

Motion was made by Shropshire, second by Brakefield to discuss the prescribed process as defined by the Federal Railroad Administration toward establishing Pryor Creek as a Railroad Quiet Zone. (Item tabled at the December 3rd, 2019 meeting and the January 21st, 2020 meeting.) Mayor recommended taking no action at this time. Shropshire and Brakefield amended their motion and second to take no action regarding proceeding with the prescribed process as defined by the Federal Railroad Administration toward establishing Pryor Creek as a Railroad Quiet Zone. (Item tabled at the December 3rd, 2019 meeting and the January 21st, 2020 meeting.) Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Sherman, Doyle. Voting no: none.

b. Update: Police and Fire Emergency Center project, Jim Graber.

No action. Mr. Graber was unable to attend.

c. Update: Annexation of "The District."

No action. We are in the 30-day waiting period for the ordinance to go into effect.

5. CITY ATTORNEY'S REPORT:

a. Discussion and possible action regarding vacating a utility easement with the following description. This easement is currently unoccupied by any city or quasi-public utility and has been replaced with a similar utility easement at a very near location. Municipal Utility Board has been involved with the relocation of this utility easement and concurs with the vacation action. The following is a legal description of the utility easement to be vacated:

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 Ketcher to approve closing a utility easement with the following description. This easement is currently unoccupied by any city or quasi-public utility and has been replaced with a similar utility easement at a very near location. Municipal Utility Board has been involved with the relocation of this utility easement and concurs with the closing action. The following is a legal description of the utility easement to be closed:

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.

Ritchie made the correction that the motion should read, “closing,” instead of “vacating.” He stated that the City does not vacate, it closes.

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

b. Discussion and possible action regarding a Memorandum of Understanding between Ragsdale/RRR Property Management, LLC and the City of Pryor Creek.

Motion was made by Chitwood, second by Nance to approve a Memorandum of Understanding between Ragsdale/RRR Property Management, LLC and the City of Pryor Creek. Voting yes: Nance, Smith, Chitwood, Brakefield, Sherman, Doyle, Ketcher, Shropshire. 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 January 21st, 2020 Council meeting.
- b. Approve payroll purchase orders through February 7th, 2020.
- c. Approve claims for purchase orders through February 4th, 2020.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	1920191587 - 1920191570	\$83,384.00
STREET & DRAINAGE	1920191570 - 1920191522	89,328.94
GOLF COURSE	1920191536 - 1920191618	9,134.64
CAPITAL OUTLAY	1920190883 - 1920191546	48,033.60
REAL PROPERTY ACQUIS. RESERVE	1920191526 - 1920191623	893.00
POLICE TRAINING FEES	1920191247	1,134.19
RECREATION CENTER	1920191507 - 1920191507	16,559.58
PRYOR PUBLIC WORKS AUTHORITY	1920190952	5,000.00
E-911	1920191524 - 911076B	1,574.68
<u>TOTAL</u>		255,042.63
<u>BLANKETS</u>		
911148B	H&G PAVING CONTRACTORS	95,983.45
911149B	H&G PAVING CONTRACTORS	670,720.39
<u>TOTAL</u>		766,703.84

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
- e. Discussion and possible action regarding disposal of city records as listed on attachment according to City of Pryor Creek Retention Policy.

- f. Discussion and possible action regarding an additional expense of \$1,672.77 to Collins Electric Company of Oklahoma, Inc. for work completed at the Pryor Creek Golf Course which exceeded original total quote of \$11,272.33 for repair work needed during recent flood.
- g. Discussion and possible action regarding an upfront expenditure in the amount of \$7,283.30 to Infrastructure Solution Group, LLC for plan review fees for OT Properties, LLC Retail Center in the amount of \$1,197.60, Holiday RV Park in the amount of \$125.00, First Church of God in the amount of \$5,111.70, PHB Growers in the amount of \$764.00 and Bank of Commerce in the amount of \$85.00 from General Outside Services Account #02-201-5075. All of these fees have been invoiced to each entity for payment.
- h. Discussion and possible action regarding an expenditure in the amount of \$14,990.00 for the purchase of two new Splash Pad features, the Ombrello Twirl at \$5,700.00 and Sea Silhouette Seahorse at \$7,700.00 plus \$1,590.00 shipping from Power Play to be paid from the \$15,000.00 donation from Cherokee Nation using the Park Donations Account #96-965-5508.
- i. Discussion and possible action regarding purchase of John Deere tractor with front-end loader from P&K Equipment at a cost of \$29,517.50, with a \$2,000.00 trade-in from bids received. Offer includes a 6-year power train warranty, as in the best interest of the City from Properties Capital Outlay Account #44-445-5419. Other bids received: Kubota: MX5200DT at \$23,017.27, MX5200DT w/Front Loader at \$27,611.49, MX5200HST at \$24,207.55, MX5200HST w/Front Loader at \$28,801.77, M6060HD at \$27,053.07, M6060HD w/Front Loader at \$32,724.89 – all prices are before a \$4,750.00 trade-in offer; Chupp: Massey Ferguson at \$26,900.00 before \$3,700.00 trade-in offer.
- j. Discussion and possible action regarding an expenditure in the amount of \$2,554.07 to Dub Ross Co. for the purchase of (4) 18" x 20', (4) 15" x 20', and (3) 12" x 20' drainage pipes and bands from Street Misc. Drainage Account #14-145-5423.
- k. Discussion and possible action regarding hiring Infrastructure Solutions Group, LLC to complete detailed plans, specifications and contract documents and bidding services for bridge replacement and improvements known as Park Branch Bridge on South Dog Pound Road approximately 2,950 feet North of the intersection of SW 9th Street and Dog Pound Road and a multi-cell box culvert on SW 9th Street approximately 1,000 feet West of the same intersection. The fee for these services is \$24,000.00 to be paid from General Outside Services Account #02-201-5075.
- l. Discussion and possible action regarding authorizing Infrastructure Solutions Group, LLC to solicit on behalf of the City of Pryor Creek contractors qualified to make improvements to Park Branch Bridge on Dog Pound Road and the multi-cell box culvert on SW 9th Street in accordance with the approved plans and specifications and in accordance with bidding documents as supplied by the City of Pryor Creek and Federal Emergency Management Authority (FEMA) guidelines.
- m. Discussion and possible action regarding a Memorandum of Understanding (MOU) between Hillcrest Hospital Pryor and the Pryor Creek Police Department.
- n. Acknowledge receipt of excess profit distribution revenues received from the Municipal Utility Board per Charter in the amount of \$198,886.12 to be placed in the City of Pryor Creek General Fund Miscellaneous Account #02-000-4241.

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

a. Approve minutes of the January 21st, 2020 Council meeting.

Motion was made by Smith, second by Brakefield to approve minutes of the January 21st, 2020 Council meeting. Voting yes: Chitwood, Brakefield, Sherman, Doyle, Ketcher, Shropshire, Smith. Abstaining, counting as a no vote: Nance. Voting no: none.

h. Discussion and possible action regarding an expenditure in the amount of \$14,990.00 for the purchase of two new Splash Pad features, the Ombrello Twirl at \$5,700.00 and Sea Silhouette Seahorse at \$7,700.00 plus \$1,590.00 shipping from Power Play to be paid from the \$15,000.00 donation from Cherokee Nation using the Park Donations Account #96-965-5508.

Motion was made by Chitwood, second by Nance to approve an expenditure in the amount of \$14,990.00 for the purchase of two new Splash Pad features, the Ombrello Twirl at \$5,700.00 and Sea Silhouette Seahorse at \$7,700.00 plus \$1,590.00 shipping from Power Play to be paid from the \$15,000.00 donation from Cherokee Nation using the Park Donations Account #96-965-5508.

Doyle stated that the Splash Pad is very important for the young people of the City, and the relationship between the Cherokee Nation and the City of Pryor Creek is invaluable. Doyle and Chitwood showed their appreciation to the Cherokee Nation for their generosity.

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

7. COMMITTEE REPORTS:

a. Budget and Personnel (Doyle)

Doyle reported that Budget and Personnel Committee will meet on February 11th at 5:30 p.m.

b. Ordinance and Insurance (Sherman)

Sherman reported that the Ordinance and Insurance Committee will meet on Thursday, February 13th.

c. Street (Smith)

Smith had nothing to report at this time.

8. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business.

9. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 6:45 p.m.

2. APPROVE MINUTES OF JANUARY 21ST, 2020 MEETING.

Motion was made by Smith, second by Shropshire to approve minutes of January 21st, 2020 meeting. Voting yes: Doyle, Ketcher, Shropshire, Smith, Chitwood, Brakefield, Sherman. Abstaining, counting as a no vote: Nance. 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 Ketcher, second by Smith to adjourn. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Brakefield, Sherman, Doyle. 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

Customer ID

2393-0023

Invoice number

H-0062454

Date

November 01, 2019



One OverDrive Way
Cleveland, OH 44125
USA

Phone: 216.573.6886 Fax: 216.573.6888

Email: invoicing@overdrive.com

You must either include a list of invoice numbers and amounts due with your payment, or email the information separately to invoicing@overdrive.com. Follow the steps below to pay your invoices.

Pay by check

Please make checks payable to OverDrive, Inc.

Remittance address:

PO Box 72117
Cleveland, OH 44192-0002
USA

Pay by credit card

Use one of the options below to pay by credit card.

1. Vendor login. Email invoicing@overdrive.com with URL, credentials, and instructions.
2. Per-charge manual authorization. Complete and return the **credit card authorization form** and, once on file, email invoicing@overdrive.com with the details of each requested charge.

Pay by ACH or wire

OverDrive banking instructions

Bill to:

Thomas J. Harrison Pryor Public Library
505 East Graham
Pryor, OK 74361

Sold to:

Thomas J. Harrison Pryor Public Library

Payment terms:

Within 30 days

#	Description	Cost
1	Library Participation-Future Content Purchases Participation in OK Virtual Library For the Twelve Month Period November 2019 - October 2020	\$2,000.00 USD
2	Library Participation-Maintenance Fee For the Twelve Month Period November 2019 - October 2020	\$1,000.00 USD

Subtotal: \$3,000.00 USD

Tax amount: \$0.00 USD

Total: **\$3,000.00 USD**

Amount due: **\$3,000.00 USD**



7454 E. 41st Street
Tulsa, OK 74145
918-627-8080

RE: Service Contract Renewal

2/11/2020

Dear Customer,

Enclosed you will find your service agreement, please verify your contact number if you would like to receive your inspection sheets please provide your email address.

Customer using a Tax Exemption please provide current copy.

Please return the signed agreement and PO number to:

United Engines 7454 E 41st Street Tulsa, OK 74145

Once signed agreement and payment have been received. We can proceed with scheduling your service.

Credit card payments can be processed over the phone by calling Tina Flora at 918-627-8080.

Thank you
Shannon Smart
United Engines, LLC.



7454 E 41st Street Tulsa, OK 74145
918-627-8080

ENGINE INSPECTION, MAINTENANCE, AND REPAIR AGREEMENT FOR EMERGENCY STANDBY EQUIPMENT

This Engine Inspection, Maintenance and Repair Agreement for Emergency Standby Equipment ("Agreement") is by and between United Engines LLC ("UE") and PRYOR CITY HALL ("Customer"). UE agrees to provide to Customer and Customer agrees to accept and pay for the parts and services for the inspection and maintenance of the equipment listed in Exhibit A (referred to as "Equipment") in accordance with the following:

1. Inspection and Maintenance. For a fixed annual fee of **\$2332.00 plus tax**, UE shall inspect all of the Equipment two (2) times per year on a prearranged schedule. This fixed fee will cover all labor, transportation, and parts listed in Exhibit B. However, if parts and supplies are needed to repair damage caused by abuse, theft, improper operation, acts of third parties, force of nature or alterations of the Equipment, Customer shall pay for repairs in accordance with paragraph 2. UE shall run the Equipment unloaded, and at Customer's request and in his presence, will transfer load to generator set and make adjustments if needed.

2. Repair. If, during any of the inspections referred to above, UE determines that repairs other than the work listed in Exhibit B are necessary on the Equipment, UE shall notify Customer. If Customer authorizes these repairs, Customer agrees to accept and pay for the repairs at UE's then current rates for parts, labor and travel expenses to Customer's job site and return. After inspection and maintenance, UE shall report its findings in substantially the same form as Exhibit B

For Industrial Customers under Contract the following discounts will apply for any additional repairs requested or any unscheduled service calls:

- 50% mileage discount and 20% discount on labor at applicable schedule rate.
- Current labor rate is \$ 159.00 per hour.

3. Payments. All payments terms are: Net 30 days with approved credit.

4. Warranty. UE agrees to perform the work referred to in Paragraphs 1 and 2 in a workmanlike manner. UE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY OF UE ARISING OUT OF SERVICES PERFORMED OR PRODUCTS SOLD UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO UE. IN NO EVENT SHALL UE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. Term. This Agreement shall commence on the date listed below and shall remain in effect for a one (1) year term. Upon expiration of the initial one-year term, this Agreement shall automatically renew for an additional one-year period with price adjustments not to exceed 6% per year. Either party may terminate this Agreement on not less than thirty (30) days prior written notice.

This Agreement shall be governed by UE terms and conditions. <https://unitedholdingscorp.com/wp-content/uploads/2019/01/ue-terms-conditions.pdf>

UNITED ENGINES LLC

CUSTOMER: PRYOR CITY HALL

By: _____

Name: David Tonne
Title: Vice President
Date 2/11/2020

Printed Name: _____

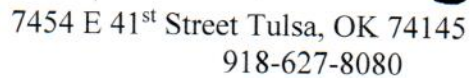


Exhibit A

Site Name
12 NORTH ROWE

Brand
MTU

KW
350

Serial Number
357889-1-1-0313

Maintenance Costs

*Please provide contact information

Physical Address: 12 N Rowe

City, State, ZIP: Pryor, OK

Contact Name: Jimmy Tramel

Phone Number: 918-825-4077

EMAIL



7454 E 41st Street Tulsa, OK 74145
918-627-8080

Dated _____

Exhibit B

The following services shall be performed on the Equipment:

	Annually	Semi-Annually
Change Oil	<u> x </u>	<u> </u>
Change Oil Filters	<u> x </u>	<u> </u>
Change Fuel Filters	<u> x </u>	<u> </u>
Change Air Filters	<u> Note </u>	<u> Note </u>
Check Air Filters and Indicators	<u> x </u>	<u> x </u>
Check Antifreeze and Inhibitor Levels	<u> x </u>	<u> x </u>
Check Antifreeze and Nalcool	<u> x </u>	<u> x </u>
Check Cooling System Vents for Plugging	<u> x </u>	<u> x </u>
Check Battery and Connections	<u> x </u>	<u> x </u>
Check Operations of Battery Charger	<u> x </u>	<u> x </u>
Check and Adjust Belts	<u> x </u>	<u> x </u>
Replace Belts as Needed	<u> Note </u>	<u> Note </u>
Check Hose Connections and Condition	<u> x </u>	<u> x </u>
Replace Fuel Hoses as Needed	<u> Note </u>	<u> Note </u>
Check Coolant Heater for Proper Operation	<u> x </u>	<u> x </u>
Check all Safety and Alarm Signals	<u> x </u>	<u> x </u>
Overcrank Overspeed	<u> x </u>	<u> x </u>
High Temperature	<u> x </u>	<u> x </u>
Low Oil	<u> x </u>	<u> x </u>
Low Temperature	<u> x </u>	<u> x </u>
Low Fuel	<u> x </u>	<u> x </u>
Others:	<u> x </u>	<u> x </u>
Check and Grease Generator and Engine		
Fan Hub Bearings	<u> x </u>	<u> x </u>
Inspect Air Intake and Exhaust Systems	<u> x </u>	<u> x </u>
Check Fuel Systems	<u> x </u>	<u> x </u>
Start, Run and Test Unit	<u> x </u>	<u> x </u>
Transfer Test	<u> x </u>	<u> x </u>

NOTE: Items not included in the maintenance agreement unless covered under standard or extended warranty coverage. This work will be performed and invoiced separately -- Upon customer approval.



Date	01/08/2020
Quote #	QT1325944
Expires	02/07/2020
Sales Rep	Spychalski, Robert
PO #	
Shipping Method	FedEx Ground

James Baumert
PRYOR OK FIRE DEPARTMENT
833 S ELLIOTT ST
PRYOR OK 74361-6427
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
274085000-1			Hurst R421E2 Ram (Tool Only)	1	6,285.00	6,285.00
272085410			Hurst EXL eDRAULIC Battery	1	543.00	543.00

Subtotal	6,828.00
Shipping Cost (FedEx Ground)	125.00
Total	\$6,953.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1325944

**Police Capital Outlay
Included in 19-20 Budget**

	Budgeted		Date		Company		Budgeted	Actual	Difference
								\$ 182,400.00	
1	Body Armor		02/04/2020		Gall's		\$ 12,000.00	\$ 12,344.40	
2	Radios		10/31/2019		Motorola		\$ 5,600.00	\$ 5,334.92	
3	Patrol Rifles		10/23/2019		Kiesler		\$ 3,200.00	\$ 3,220.00	
4	Shotguns		Feb-20		H&H		\$ 3,000.00	\$ 2,730.00	
5	Tasers		10/29/2019		Axon		\$ 6,600.00	\$ 6,780.00	
6	In car video		12/02/2019		Visual Force		\$ 18,000.00	\$ 6,128.96	
			02/03/2020		H&H			\$ 910.00	
			02/03/2020		Applied Concepts			\$ 1,611.00	
7	Radar Units		10/29/2019		Applied Concepts		\$ 3,000.00	\$ 3,222.00	
Total							\$ 51,400.00	\$ 42,281.28	\$9,118.72
8	Current Lease						\$ 65,000.00	\$ 65,000.00	-
9	2020 Lease		Mar-June		Bank of Commerce		\$ 66,000.00	\$ 21,484.56	\$ 44,515.44
Total							\$ 182,400.00	\$ 128,765.84	\$ 53,634.16



4RE/VISTA Price Quote

CUSTOMER: Pryor Police Department

ISSUED: 1/8/2020 11:10 AM

EXPIRATION: 3/7/2020 6:00 AM

VIRGINIA STATE CONTRACT E194-73322-MA2200

Commonwealth of Virginia contract saves you shipping costs, but more importantly, it allows you the opportunity to purchase from a pre-negotiated contract, allowing you to avoid the RFP process altogether.

**TOTAL PROJECT ESTIMATED AT:
\$6,294.00**

ATTENTION: Chief Tramel

SALES CONTACT: Tim Culberson

PHONE: 918-825-1212

DIRECT: (469) 640-5204

E-MAIL:

E-MAIL:
tim.culberson@motorolasolutions.com

Regional Manager Matt Murski 479-879-4549
Matt.Murski@motorolasolutions.com
Inside Sales Matthew Warren 469-342-8927
Matthew.Warren@motorolasolutions.com

4RE and VISTA Proposal VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-BUN	VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	1.00	\$5,550.00	\$55.00	\$5,495.00
VIS-CHG-MAG-001	Charging Cable, VISTA QuickConnect 12V Magnetic Mobile Charging Kit	1.00	\$99.00	\$0.00	\$99.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	1.00	\$0.00	\$0.00	\$0.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discussion Device License Key	1.00	\$75.00	\$0.00	\$75.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	1.00	\$150.00	\$0.00	\$150.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAB-RIA-100-SRY	Radar Interface Cable for Stalker, Y-Cable, 10'	1.00	\$75.00	\$0.00	\$75.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	1.00	\$200.00	\$0.00	\$200.00

Wireless Video Transfer and Networking Options



4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	1.00	\$200.00	\$0.00	\$200.00
4RE Hardware Warranties					
Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	1.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	1.00	\$100.00	\$100.00	\$0.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	1.00	\$200.00	\$200.00	\$0.00
Shipping and Handling					
Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$55.00	\$55.00	\$0.00
					\$6,294.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$410.00
Additional Quote Discount	\$0.00
Total Amount	\$6,294.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

NEVER BURN A DVD AGAIN

No need to burn and courier evidence via DVD when you can use a secure cloud account to temporarily share a copy of digital evidence files residing on your agency server.

**Pryor Creek Parks & Recreation
Facility Use Agreement**

THIS AGREEMENT is made and entered into by and between the City of Pryor Creek, Oklahoma, a municipal corporation, hereinafter referred to as "City" and Mayes County Youth Football, hereinafter referred to as "Organization".

WHEREAS, "City", through the Pryor Creek Park Department, hereinafter referred to as "Department" desires to furnish facilities and certain minimal maintenance for "Organization's" use; and

WHEREAS, "Organization" desires to administer its own program and assume all responsibility for conducting the program as well as the costs and expenses thereof, except such responsibilities as may be specifically assumed by "City".

NOW THEREFORE, in consideration of the agreements and the covenants herein made and in consideration of the "Organization's" use of "City" facilities, the parties agree as follows:

1. The term of this agreement shall be from the 1st day of April 2019, through the 31st day of March 2020 and shall be subject to automatic renewal each year upon written approval of the "City" and "Organization" at least sixty (60) days prior to the 1st day of April.
2. "Organization" may charge admissions for classes, camps, or activities. All income derived from admission fees shall be utilized solely to defray "Organization's" expenses. Upon request, "Organization" shall render a written report to the Pryor Creek City Clerk's Office, including complete copies of all bank statements, disclosing all income and disbursements related to "Organization's" use of "City's" facilities. The report may be posted for public view where applicable. "Organization" shall report immediately to the Mayor any deviation from good accounting practices or any shortage of funds or suspected fraud.
3. "Organization" may have the exclusive right to use the facilities specified. It is understood that "Organization" assumes absolute responsibility and sole liability for the acts and actions of "Organization's" program, participants and spectators during the use of said facilities at the time scheduled.
4. "Organization" hereby is granted the use of the following facilities and premises. Mayes County Youth Football Complex.
5. Description of Activity: Operation of the facility and operation of Mayes County Youth Football.
6. Additional Equipment, Facilities or Services Needed: The "City" shall furnish water, sanitary sewer and electric to the field lights at no charge to "Organization". "Organization" is responsible for all garbage collection.

7. "Organization" may not sublet the facility, nor may the "Organization" delegate any of its responsibilities under this agreement to any other group, except, "Organization" shall be allowed to subcontract the operation of the concession facilities.
8. User groups or clubs other than "Organization" may be allowed to use the facility for special games or tournaments with the approval of both "City" and "Organization". In the event that "City" and "Organization" agree to allow a user group or club use of the facility, all liability shall be the responsibility of that user group or club. Furthermore, the maintenance and clean-up of the facility shall be the responsibility of the user group or club during their time of use.
9. "City" hereby reserves the right to cancel this agreement within seven (7) days for violations of the terms of this agreement or for violation of any rules or regulations adopted for use of the facility.

FURTHER, "Organization" agrees to indemnify and hold Department and "City" harmless from any and all claims made against either of said entities to the extent that same protection is provided in "Organization's" insurance policy, a copy of which is attached hereto.

"Organization" shall be responsible for picking up trash and putting same in containers.

"Organization" shall be responsible for turning off lights and locking gates immediately after the conclusion of the subject activity. Lights shall be turned off no later than 12:00 midnight. Defective lamps for the subject field lights will be replaced at the beginning of the season and as needed by the "City".

10. Janitorial maintenance of restrooms at the facility shall be the responsibility of the "Organization".
11. Inspection: Fields and playing surfaces shall be maintained to a high level of maintenance to ensure safety and appearance. These areas shall be subject to inspection by the "City". If the level of maintenance is deemed unsatisfactory by the "City", thus the "City" may cancel this agreement in accordance with Paragraph 9.

IN WITNESS WHEREOF, the parties have executed this agreement at Pryor Creek this
2nd day of April, 2019.

The City of Pryor Creek,
A Municipal Corporation

ATTEST:

Eva Smith
Eva Smith, City Clerk

Jimmy Framel
Jimmy Framel, Mayor

Approved as to form and legality:

K. Ellis Ritchie
K. Ellis Ritchie, City Attorney

Dated: April 2nd, 2019 Mayes County Youth Football

By: [Signature]