

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

TUESDAY, NOVEMBER 3RD, 2015 AT 6:00 P.M.

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

1. Call to Order, Prayer, Pledge of Allegiance, Roll Call.
2. Petitions from the Audience. (Limited to 5 minutes.):
3. Mayor's Report:
4. City Attorney's Report:
 - a. First reading of an Ordinance amending Pryor Creek City Code Section 10-4-1 regarding definitions providing for inclusion of definitions of "Transitional Living Facility" and "Halfway House".
 - b. Second and final reading, discussion and possible action on an Ordinance amending Pryor Creek City Code Title 10 adding new Section 10-13-10 regarding "Transitional Living Facilities" and "Halfway Houses".
5. Discuss, possibly act on Consent Agenda. (Items deemed non-controversial and routine in nature to be approved by one motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda.)
 - a. Approve minutes of October 20th, 2015 Council meeting.
 - b. Approve payroll purchase orders through November 6th, 2015.
 - c. Approve claims for purchase orders through November 3rd, 2015.
 - d. Acknowledge receipt of deficient purchase orders.
 - e. Approve a Resolution Calling for the Special General Election in 2016.
 - f. Approve authorizing Mayor to sign A T & T BUSINESS BLOCK OF TIMESM II Service Agreement.
 - g. Approve closing East Graham Avenue from Adair Street to Rowe Street on Saturday, November 14th, 2015 from 8:00 a.m. until 5:00 p.m. for the Third Annual Pryor Chili Christmas Festival.
 - h. Approve expenditure in the amount of \$2,611.44 to the International Code Council for the purchase of the 2015 International Building Code Manuals from Planning and Zoning Publications and Periodicals (Account #02-205-5313).
 - i. Approve use of Graham Community Hall on November 11th, 2015 for Pryor Girls Softball Banquet at discount of 50%.
 - j. Approve expenditure in the amount of \$5,970.00 to Dewberry for preliminary design phase of the Pryor Creek Bicycle Trail from blanket purchase order in the amount of \$19,900.00 from Park – Donations (Account #96-965-5508).
 - k. Approve the transfer of one (1) John Deere Zero Turn Mower (Serial No. DM 997SC022008) from the Park Department to the Pryor Creek Golf Course.
 - l. Approve the surplus of one (1) 1979 International Tractor (Serial No. 2020001J010109) from the Park Inventory.
 - m. Approve the surplus of one (1) 1954 McCormick Farmall Cub Cycle Mower from the Park Inventory.
 - n. Approve authorizing the Park Superintendent to seek sealed bids on: 1 (one) 1979 International Tractor (Serial No. 2022221J010109) and 1 (one) 1954 McCormick Farmall Cub Cycle Mower from the Park Inventory.
 - o. Approve selling vehicles and dumbbells to highest bidder from sealed auction ending at 9:00 a.m. on Wednesday, October 28th, 2015 as indicated by asterisks on Attachment A.
 - p. Approve an expenditure of \$1,247.00 to GT Distributors for a discrepancy on the inventory for the trade-in ammunition from the January 20th, 2015 Council item which read: 'Approve expenditure of \$3,373.00 to GT Distributors for the purchase of 40 Glock 17 Gen 4 with Glock night sights and three magazines and 7 Glock 26 Gen 4 with Glock night sights and three magazines all engraved with Pryor Police Department Badge. This price reflects trade-in value of 38 Glock 21 C Police Department firearms and 43 pistols and 56 long guns that were confiscated or abandoned and awarded to the Police Department by the Mayes County Court system. GT Distributors, Inc. has agreed to allow Officers to buy back Officer issued handguns. Other bids received: Glock - \$8,728.00. Others receiving proposal and no response: Green Country Gun and Pawn and Doc's Gun Shop.' The original amount of ammunition to trade-in was insufficient due to a discrepancy in the inventory.

- q. Approve the transfer of Nicholas Dobbs from Dispatch Position, Range D, Step 2 (annual wage \$30,857.00) to vacant Patrol Position, Range J, Step 2 (annual wage \$37,174.00) effective November 7th, 2015. Dobbs has passed his physical, is a C.L.E.E.T. certified officer, has been accepted in the police pension and is currently serving as a Pryor Police Department Reserve Officer.
6. Committee Reports:
 - a. Budget / Personnel (Rosamond)
 - b. Ordinance / Insurance (Chitwood)
 - c. Street / Maintenance Garage (Willcutt)
7. Unforeseeable business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
8. Adjourn.

PRYOR PUBLIC WORKS AUTHORITY

1. Call to Order.
2. Discuss, possibly act on approval of minutes of October 20th, 2015 meeting.
3. Unforeseeable business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
4. Adjourn.

FILED OCTOBER 30TH, 2015 AT 5:00 P.M. BY MAYOR JIMMY TRAMEL.



POSTED ON THE BULLETIN BOARD AT CITY HALL, 12 NORTH ROWE STREET, PRYOR CREEK, OKLAHOMA, OCTOBER 30TH, 2015 AT 5:00 P.M. BY CITY CLERK EVA SMITH.





Attachment A

#1	1998 Ford F150 XL	(#3902)
*	Garrett Ball	\$ 620.00
	Daniel Blake	\$ 105.55
	Bridger Kucinski	\$ 6.00
	Superior Auto Salvage	\$ 166.50
#2	1995 Chevrolet Monte Carlo	(#2340)
*	Garrett Ball	\$ 250.00
	Daniel Blake	\$ 60.00
	Bridger Kucinski	\$ 6.00
	Superior Auto Salvage	\$ 158.00
#3	1995 Chevrolet Cheyenne Pickup	(#3795)
	Chuck Ward	\$ 450.00
	Garrett Ball	\$ 620.00
*	Gene Phillips	\$ 800.00
	Daniel Blake	\$ 105.55
	Clyde Allred	\$ 427.00
	Bridger Kucinski	\$ 6.00
	Superior Auto Salvage	\$ 477.50
#4	1980 Ford Mustang	(#8519)
	Garrett Ball	\$ 50.00
	Daniel Blake	\$ 20.00
	Bridger Kucinski	\$ 6.00
*	Superior Auto Salvage	\$ 86.50
#5	1998 Mercury Sable GS	(#6601)
	Michael Moore	\$ 100.00
*	Garrett Ball	\$ 310.00
	Daniel Blake	\$ 55.55
	Bridger Kucinski	\$ 6.00
	Superior Auto Salvage	\$ 207.80
#6	1992 Honda Accord	(#9586)
	James Harvey Reed	\$ 250.00
*	Garrett Ball	\$ 275.00
	Daniel Blake	\$ 55.55
	Bridger Kucinski	\$ 6.00
	Superior Auto Salvage	\$ 168.00
#7	1993 Chevrolet Silverado 4X4	(#2732)
*	Garrett Ball	\$ 725.00
	Daniel Blake	\$ 105.55
	Bridger Kucinski	\$ 6.00
	Superior Auto Salvage	\$ 207.50
#8	2006 Dodge Charger	(#4978)
	Daniel Hansen	\$ 2,288.00
*	Aaorn Jarvis	\$ 2,800.00
	Daniel Bohr	\$ 1,400.00
	Garrett Ball	\$ 1,175.00
	Daniel Blake	\$ 202.50
	Clyde Allred	\$ 721.00
	Superior Auto Salvage	\$ 1,877.50
	Joe Barnts	\$ 1,587.00
#9	2008 Dodge Charger	(#1333)
	Daniel Hansen	\$ 2,588.00
	Aaron Jarvis	\$ 1,800.00
	Garrett Ball	\$ 1,375.00
	Daniel Blake	\$ 202.50
*	Superior Auto Salvage	\$ 2,746.00
	Joe Barnts	\$ 1,681.00

#10	2005 Ford Crown Victoria	(#3726)
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	Daniel Hansen	\$ 688.00
*	Garrett Ball	\$ 775.00
	Daniel Blake	\$ 105.55
	Superior Auto Salvage	\$ 467.50
	Joe Barnts	\$ 735.00

#11	2000 Ford Crown Victoria	(#7081)
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	Michael Moore	\$ 150.00
	Daniel Hansen	\$ 472.00
	Garrett Ball	\$ 350.00
	Daniel Blake	\$ 105.55
*	Clyde Allred	\$ 560.00
	Superior Auto Salvage	\$ 267.50
	Joe Barnts	\$ 526.00

#12	1996 Chevrolet Suburban	(#0240)
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*	Scott Johnson	\$ 1,001.00
	Garrett Ball	\$ 775.00
	Daniel Blake	\$ 105.55
	Bridger Kucinski	\$ 6.00
	Superior Auto Salvage	\$ 631.50

#13	1989 Ford F350 Ambulance	(#6745)
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*	Jeff Mitchell	\$ 1,760.00
	Daniel Hansen	\$ 472.00
	Daniel Bohr	\$ 400.00
	Garrett Ball	\$ 675.00
	Daniel Blake	\$ 255.55
	Scott Johnson	\$ 801.00
	Clyde Allred	\$ 865.00
	Bridger Kucinski	\$ 267.00
	Superior Auto Salvage	\$ 777.50

#14	1987 Chevrolet R20 Pickup	(#8973)
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*	Garrett Ball	\$ 405.00
	Daniel Blake	\$ 105.55
	Bridger Kucinski	\$ 6.00
	Superior Auto Salvage	\$ 270.50

#15	Two Sets of 5 to 100 pound dumbbells	
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	Garrett Ball	\$ 45.00	(both sets)
	Brian Coatney	\$ 425.00	(both sets)
*	Quinton Bryant	\$ 451.00	(one set)
*	Thunderbird Youth Academy	\$ 300.00	(one set)
	Martin Hillburn	\$ 145.00	(one set)
	Martin Hillburn	\$ 225.00	(both sets)
	Scott Johnson	\$ 501.00	(both sets)
	Martin Hillburn	\$ 240.00	(one set)
	Martin Hillburn	\$ 425.00	(both sets)
	Superior Auto Salvage	\$ 75.00	(both sets)
	Bridger Kucinski	\$ 57.00	(set 2)
	Bridger Kucinski	\$ 51.00	(set 1)

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, OCTOBER 20TH, 2015 AT 6:00 P.M.**

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

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

Mayor Jimmy Tramel called the meeting to order at 6:00 p.m. The Prayer and the Pledge of Allegiance were conducted by Mayor Tramel. Roll call was conducted by City Clerk Eva Smith. Council members present included: Roger Willcutt, Cheryl White, Yolanda Thompson, Houston Brittain, Greg Rosamond, Randy Chitwood and Drew Stott. Council members absent: Ryan Rains.

Department Heads and other City Officials present: City Attorney K. Ellis Ritchie, Police Chief Steve Lemmings, Assistant Fire Chief B.K. Young, Park Superintendent Frank Powell, Assistant Street Superintendent Buddy Glenn, Library Director Cari Rerat, Building Inspector/ Code Enforcement Officer Doug Moore, Pryor Creek Recreation Center Director Laura Holloway.

Others: Library Board Chairman Jeanette Anderson, Municipal Utility Board General Manager Gary Pruett, Municipal Utility Board Assistant General Manager Jared Crisp, Firefighters Tim Bonea and Kenny Cooper, Pryor Rental Owner Dwayne Willis, Dennis Nichols, Courtside Benefits Representatives Kurt Schultz and Lisa Robertson, Gary Musgrave, Board of Adjustment Member Connie Musgrave, Volunteer Firefighter Kenneth Young, Dillion Hamil, Donna Bowman.

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

Library Director Cari Rerat invited everyone to Open House at the Library on October 22nd, 2015 from 5 – 7 p.m.

3. MAYOR'S REPORT:

Mayor Tramel recognized the Pryor High School Tiger Softball Team as 2015 State Runner-up. He also invited everyone to the Disabled Veterans Chili Dinner at the Mayes County Fairgrounds on October 22nd, 2015 from 4 – 7 p.m.

- a. RECOGNIZE A 1.72 MILE MARCH THROUGH THE CITY OF PRYOR CREEK FOR DRUNKEN DRIVER AWARENESS IN MEMORY OF KENDRA GONZALEZ WHO DIED FROM AN ACCIDENT IN 2015 INVOLVING A DRUNK DRIVER. THE MARCH IS TENTATIVELY SCHEDULED FOR NOVEMBER 7TH, 2015 AT 10:00 A.M. FROM THE MAYES COUNTY COURTHOUSE.**

Mayor Tramel recognized the 1.72 Mile March through the City of Pryor Creek for Drunken Driver Awareness in memory of Kendra Gonzalez who died from an accident in 2015 involving a drunk driver. He stated the City would spread the word through the pryorcreek.org website.

4. CITY ATTORNEY'S REPORT:

- a. SECOND AND FINAL READING, DISCUSSION AND POSSIBLE ACTION TO APPROVE AN ORDINANCE CLOSING THE EASEMENT DESCRIBED AS FOLLOWS: A STRIP OF LAND SITUATED IN LOT 3 OF THE FAIRLAND ADDITION TO THE CITY OF PRYOR CREEK, MAYES COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: THE SOUTH 10.0 FEET OF THE NORTH 76.0 FEET OF THE WEST 175.0 FEET AND THE WEST 10.0 FEET OF THE SOUTH 62.0 FEET OF SAID LOT 3.**

Motion was made by Chitwood, second by Willcutt to approve and waive reading of *Ordinance # 2015 – 16* Closing the Easement described as follows: A strip of land situated in Lot 3 of the FAIRLAND ADDITION to the City of PRYOR CREEK, Mayes County, Oklahoma, and more

particularly described as follows, to-wit: The South 10.0 Feet of the North 76.0 Feet of the West 175.0 Feet AND the West 10.0 Feet of the South 62.0 Feet of said Lot 3. Voting yes: Willcutt, White, Thompson, Brittain, Rosamond, Chitwood, Stott. Voting no: none.

b. FIRST READING AND DISCUSSION OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 10-4-1 REGARDING DEFINITIONS PROVIDING FOR INCLUSION OF DEFINITIONS OF "TRANSITIONAL LIVING FACILITY" AND "HALFWAY HOUSE".

There was no action on this item.

c. FIRST READING AND DISCUSSION OF AN ORDINANCE AMENDING PRYOR CREEK CITY CODE TITLE 10 ADDING NEW SECTION 10-13-10 REGARDING "TRANSITIONAL LIVING FACILITIES" AND "HALFWAY HOUSES".

There was no action on this item.

5. PUBLIC HEARING ON A REZONING APPLICATION PRESENTED BY DWAYNE WILLIS WHO IS REQUESTING A ZONING CHANGE FOR THE UNDEVELOPED PROPERTY A.K.A. 427 NORTH MAPLE STREET, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 10.67 ACRES OF LOT 3; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 681.04 FEET; THENCE EAST, A DISTANCE OF 44.00 FEET; THENCE S14°E, A DISTANCE OF 54 FEET; THENCE S31°30'E, A DISTANCE OF 50 FEET; THENCE S36°30'E, A DISTANCE OF 50 FEET; THENCE S46°30'E, A DISTANCE OF 50 FEET; THENCE S51°30'E, A DISTANCE OF 50 FEET; THENCE S73°E, A DISTANCE OF 155 FEET, TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 2, MCLAIN ADDITION TO PRYOR CREEK, WHICH IS 25 FEET NORTHWESTERLY FROM THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N16°23'E, AND PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 2, MCLAIN ADDITION, A DISTANCE OF 150 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID ADDITION; THENCE N16°23'E, A DISTANCE OF 194.5 FEET; THENCE N58°46'E, A DISTANCE OF 76 FEET; THENCE N75°26'E, A DISTANCE OF 212 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 10.67 ACRES OF SAID LOT 3, OF SECTION 7; THENCE NORTH, A DISTANCE OF 500 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 10.67 ACRES OF LOT 3; THENCE N89°40'W, A DISTANCE OF 703.78 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE SOUTH 130 FEET OF THE NORTH 155 FEET OF THE WEST 200 FEET OF THE SOUTHWEST 10.67 ACRES OF U.S. GOVERNMENT LOT 3.

THE PRESENT ZONING DESIGNATION FOR THIS PROPERTY IS C-A/R, AUTOMOTIVE AND COMMERCIAL RECREATIONAL DISTRICT. THE PROPERTY OWNER HAS APPLIED FOR A REZONING OF THIS PROPERTY TO I-H, HEAVY INDUSTRIAL DISTRICT.

Motion was made by Chitwood, second by Brittain to enter public hearing and waive the reading. Voting yes: White, Thompson, Brittain, Rosamond, Chitwood, Stott, Willcutt. Voting no: none.

Motion was made by Chitwood, second by White to exit public hearing and resume regular session. Voting yes: Thompson, Brittain, Rosamond, Chitwood, Stott, Willcutt, White. Voting no: none.

6. DISCUSS, POSSIBLY ACT ON RE-ZONING REQUEST PRESENTED BY DWAYNE WILLIS FOR THE ABOVE DESCRIBED PROPERTY.

Motion was made by Chitwood, second by Brittain to deny the re-zoning request presented by Dwayne Willis for the above described property. Voting yes: Brittain, Rosamond, Chitwood, Stott, White, Thompson. Voting no: Willcutt.

**ADDENDUM
CITY COUNCIL MEETING**

TUESDAY, OCTOBER 20TH, 2015 AT 6:00 P.M.

1. REPORT BY CITY ATTORNEY ON STATUS OF NUISANCE ABATEMENT FOR 309 SE 14TH STREET, PRYOR CREEK, OK 74361 (CAROLYN WOMACK).

A Report was given by the City Attorney K. Ellis Ritchie recommending a 6 month extension.

Gary and Connie Musgrave spoke and discussed that the electricity has been turned back on and would like to make sure the holes in the structure are secure.

2. DISCUSS, POSSIBLY ACT ON APPROVAL OF EXTENSION OF ABATEMENT PERIOD FOR 309 SE 14TH STREET, PRYOR CREEK, OK 74361 (CAROLYN WOMACK).

Motion was made by Stott, second by Chitwood to approve of an extension for 6 months to the property owner. Voting yes: Chitwood, Stott. Voting no: Rosamond, Willcutt, White, Thompson, Brittain. The Motion failed.

Motion was made by Rosamond, second by White to give the property owner 30 days to clear up any exterior deficiencies such as holes in exterior siding and broken windows and 6 months to abate the remaining nuisances. Voting yes: Chitwood, Willcutt, White, Thompson, Brittain, Rosamond. Voting no: Stott.

7. 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 October 6th, 2015 Council meeting.
- b. Approve payroll purchase orders through October 23rd, 2015.
- c. Approve claims for purchase orders through October 20th, 2015.

APPROVE PURCHASE ORDERS THROUGH OCTOBER 20TH, 2015.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	1520150873 - 910718B	\$ 121,776.98
STREET & DRAINAGE	910641B - 1520150880	8,216.96
GOLF	1520150891 - 1520150817	6,394.44
CAPITAL OUTLAY	910607B - 1520150906	77,677.55
RECREATION CENTER	1520150869 - 1520150927	4,012.73
P.P.W.A	1520150878	1,600.00
E-911 CASH	1520150912 - 1520150913	501.77
DONATIONS	1520150939 - 1520150679	\$ 1,101.18
	TOTAL	\$ 221,281.61

NEW BLANKET PURCHASE ORDERS

910720B	INFRASTRUCTURE SOLUTIONS	\$ 55,215.00
910721B	DEWBERRY ENGINEERS, INC	19,900.00
910722B	INFRASTRUCTURE SOLUTIONS	\$ 5,600.00
	TOTAL	\$ 80,715.00

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders presented.
- e. Approve September Appropriations Request.

SEPTEMBER

FEE IN LIEU	\$ 20.95
STREET & DRAINAGE	\$ 122,770.51
CEMETERY CARE INTEREST	\$ 31.87
CEMETERY CARE FUND	\$ 975.00
GOLF COURSE CASH FUND	\$ 38,452.85
CAPITAL OUTLAY FUND	\$ 39,927.95
CAPITAL OUTLAY RESERVE	\$ 756.47
REAL PROPERTY ACQUISITION	\$ 145.15
HOTEL/MOTEL TAX	\$ 6,239.18
LIBRARY BUILDING FUND	\$ 4.33
GOB 2002-RECREATION CENT	\$ -
PPWA BOND PROCEEDS (86)	\$ -
PPWA SINKING FUNDS	\$ 88,661.35
PPWA BOND PROCEEDS (88)	\$ 2,738.89
RECREATION CENTER-CASH FUND	\$ 73,900.46
E-911	\$ 2,183.56
LIBRARY SPECIAL	\$ 691.28
SEIZURES	\$ 5.87
DONATIONS	\$ 2,711.05
COMMUNITY DEVELOPMENT BLOCK GRANT	\$ 0.00
TOTAL	\$ 380,211.03

- f. Approve closing the following streets on December 3rd, 2015 from 6:00 p.m. to 9:00 p.m. for the annual Christmas Parade: Graham Avenue from Elliott Street to Highway 69, North Adair Street from Graham Avenue to Northeast First Street, North Rowe Street from Graham Avenue to Northeast First Street, North Coo-Y-Yah Street from Graham Avenue to Northeast First Street, North Hogan Street from Graham to Northeast First, Northeast First from U.S. Highway 69 to Elliott Street and South Cherokee Street from Graham Street to Southeast First.
- g. Approve renewal of Community Care Health benefits with Courtside Benefits Group as broker for the City of Pryor Creek excluding Local 3567 The International Association of Firefighters AFL-CIO/CLC.
- h. Approve renewal of Mutual of Omaha Life benefits with Courtside Benefits Group as broker for the City of Pryor Creek excluding Local 3567 The International Association of Firefighters AFL-CIO/CLC.
- i. Approve renewal of Delta Dental benefits with Courtside Benefits Group as broker for the City of Pryor Creek excluding Local 3567 The International Association of Firefighters AFL-CIO/CLC.
- j. Approve acceptance of grant in the amount of \$119,538.25 for the expansion of Google Wifi. Expansion location: Ninth Street to Recreation Center, Ninth Street to Seventeenth Street on Elliott – Centennial Park and Lincoln Elementary School.
- k. Approve bid from Fiber Interactive Technologies in the amount of \$119,538.35 for the expansion of Google Wifi (expansion location: Ninth Street to Recreation Center, Ninth Street to Seventeenth Street on Elliott – Centennial Park and Lincoln Elementary School) from Real Property Acquisition Reserve – City Hall Project (Account #46-465-5422).
- l. Approve authorizing the Street Department to pour and finish a concrete slab for the shelter at Graham Memorial Cemetery and a concrete approach at the Whitaker Park Trail spillway with funds to be reimbursed from the General Fund before the end of fiscal year 2015-2016.
- m. Approve pay increase for temporary Animal Shelter employee Robert Price to \$8.50 per hour through PeopleLink Staffing effective October 26th, 2015.
- n. Approve pay increase for temporary City employee Mark Shallenbarger to \$8.50 per hour through PeopleLink Staffing effective October 26th, 2015.
- o. Approve hiring Dillion Hamil at Range D, Step 1 (annual salary \$28,597.00) to fill vacant dispatch position effective October 24th, 2015.

Motion was made by Willcutt, second by White to approve items a-o less items g, h, i, j, Voting yes: Stott, Willcutt, White, Thompson, Brittain, Rosamond, Chitwood. Voting no: none.

- g. APPROVE RENEWAL OF COMMUNITY CARE HEALTH BENEFITS WITH COURTSIDE BENEFITS GROUP AS BROKER FOR THE CITY OF PRYOR CREEK EXCLUDING LOCAL 3567 THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO/CLC.**

Motion was made Rosamond, second by Willcutt to approve renewal of Community Care Health benefits with Courtside Benefits Group as broker for the City of Pryor Creek excluding Local 3567 The International Association of Firefighters AFL-CIO/CLC. Voting yes: Willcutt, White, Thompson, Rosamond, Chitwood, Stott. Voting no: Brittain.

- h. APPROVE RENEWAL OF MUTUAL OF OMAHA LIFE BENEFITS WITH COURTSIDE BENEFITS GROUP AS BROKER FOR THE CITY OF PRYOR CREEK EXCLUDING LOCAL 3567 THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO/CLC.**

Motion was made by Chitwood, second by Rosamond to approve renewal of Mutual of Omaha Life benefits with Courtside Benefits Group as broker for the City of Pryor Creek excluding Local 3567 The International Association of Firefighters AFL-CIO/CLC. Voting yes: White, Thompson, Rosamond, Chitwood, Stott, Willcutt. Voting no: Brittain.

- i. APPROVE RENEWAL OF DELTA DENTAL BENEFITS WITH COURTSIDE BENEFITS GROUP AS BROKER FOR THE CITY OF**

PRYOR CREEK EXCLUDING LOCAL 3567 THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO/CLC.

Motion was made by Stott, second by Willcutt to approve renewal of Delta Dental benefits with Courtside Benefits Group as broker for the City of Pryor Creek excluding Local 3567 The International Association of Firefighters AFL-CIO/CLC. Voting yes: Thompson, Rosamond, Chitwood, Stott, Willcutt, White. Voting no: Brittain.

j. APPROVE ACCEPTANCE OF GRANT IN THE AMOUNT OF \$119,538.25 FOR THE EXPANSION OF GOOGLE WIFI. EXPANSION LOCATION: NINTH STREET TO RECREATION CENTER, NINTH STREET TO SEVENTEENTH STREET ON ELLIOTT – CENTENNIAL PARK AND LINCOLN ELEMENTARY SCHOOL.

Motion was made by Chitwood, second by Rosamond to approve acceptance of grant in the amount of \$119,538.25 for the expansion of Google Wifi. Expansion location: Ninth Street to Recreation Center, Ninth Street to Seventeenth Street on Elliott – Centennial Park and Lincoln Elementary School. Voting yes: Brittain, Rosamond, Chitwood, Stott, Willcutt, White, Thompson. Voting no: none.

8. COMMITTEE REPORTS:

a. BUDGET / PERSONNEL (ROSAMOND)

Rosamond reported for the Budget / Personnel Committee and stated that everything was covered earlier in this meeting and the Committee would meet next month.

b. ORDINANCE / INSURANCE (CHITWOOD)

Chitwood reported for the Ordinance / Insurance Committee and stated they would meet next month.

c. STREET / MAINTENANCE GARAGE (WILLCUTT)

Willcutt reported for the Street / Maintenance Garage Committee and stated they will meet this month.

9. UNFORESEEABLE BUSINESS.

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

There was no unforeseen business presented.

10. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Mayor Tramel called the Pryor Public Works Authority meeting to order at 7:10 p.m.

2. DISCUSS, POSSIBLY ACT ON APPROVAL OF MINUTES OF OCTOBER 6th, 2015 MEETING.

Motion was made by Chitwood, second by Brittain to approve minutes of October 6th, 2015 meeting. Voting yes: Chitwood, Stott, Willcutt, White, Thompson, Brittain, Rosamond. Voting no: none.

3. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business presented.

4. ADJOURN.

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

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

MINUTES WRITTEN BY CITY CLERK EVA SMITH

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING PRYOR CREEK CITY CODE SECTION 10-4-1 REGARDING DEFINITIONS PROVIDING FOR INCLUSION OF DEFINITIONS OF "TRANSITIONAL LIVING FACILITY" AND "HALFWAY HOUSE".

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

That Pryor Creek City Code Section 10-4-1 is hereby amended to read as follows:

(Deletions to existing ordinance stricken, additions underlined)

SECTION I: AMENDING ORDINANCE TO READ AS FOLLOWS:

10-4-1: DEFINITIONS:

As used in this title, the following words and terms shall have the meanings ascribed to them in this section:

ACCESSORY USE OR STRUCTURE: A use or structure customarily incidental, appropriate and subordinate to the principal use of a building or to the principal use of land and which is located upon the same lot therewith.

AGRICULTURE: The use of land for agricultural purposes, including farming, dairying, pasturage, horticulture, animal and poultry husbandry and the necessary accessory uses for packing, treating or storing the produce; provided, however, that the operation of any such accessory shall be secondary to that of normal agricultural activities; and provided further, that the above uses shall not include the commercial feeding of swine or other animals, stockyards or commercial feedlots for cattle.

ALLEY: A minor right of way dedicated to public use, not more than thirty feet (30') wide, affording a secondary means of access to abutting property and not intended for general traffic circulation, and which may be used for public utility purposes.

AUTOMOBILE OR TRAILER SALES AREA: An open area, other than a street, used for the display, sales or rental of new or used motor vehicles or trailers in operable condition and where no repair work is done.

AUTOMOBILE REPAIR, MAJOR: General repair, rebuilding or reconditioning of engines, motor vehicles or trailers; collision services, including body, frame or fender straightening or repair; overall painting or paint shop; vehicle steam cleaning.

AUTOMOBILE REPAIR, MINOR: Incidental replacement of parts and motor service to passenger cars and trucks not exceeding one and one-half (1½) ton capacity.

AUTOMOBILE SERVICE STATION OR FILLING STATION: Any area used for retail sale of gasoline or oil fuels or automobile accessories and incidental services, including facilities for lubricating and washing and cleaning, but not including painting, major repair or the sale of butane or propane fuels.

AUTOMOBILE WASH OR AUTOMATIC CAR WASH: A building or structure or chain conveyor,

blowers, steam cleaners and other mechanical devices used primarily for the purpose of washing motor vehicles.

BARBERSHOP: Any building, room, place or establishment containing more than one workstation or chair that is occupied, maintained or conducted as a barbershop, tonsorial parlor, barber school, or where shaving, haircutting or any other tonsorial work is carried on for revenue or pay. The operators or employees of which are licensed to engage in the practice of barbering as defined by the laws of the state of Oklahoma and the Oklahoma state department of health.

BEAUTY PARLOR: Any building, room, place or establishment containing more than one workstation or chair that is occupied, maintained or conducted as a beauty parlor or beauty shop, providing a full range of beauty and grooming services for revenue or pay. The operators or employees of which are licensed to engage in the practice of cosmetology as defined by the laws of the state of Oklahoma and the state of Oklahoma board of cosmetology.

BLOCK: In describing the boundaries of a district, refers to the legal description. In all other cases, the word block refers to the property abutting on one side of the street between two (2) intersecting streets or between an intersecting street and a railroad right of way, or between an intersecting street and a watercourse.

BOARD OF ADJUSTMENT: The board of adjustment of the city; also referred to as the board.

BOARDING HOUSE AND ROOMING HOUSE: Where meals or lodging are provided for persons other than the family or their relatives and excluding facilities for transient persons such as hotels, motels, inns and other such facilities.

BUILDING: Any structure having a roof supported by columns or walls that is used or intended to be used for the shelter or enclosure of persons, animals or property.

BUILDING ACCESSORY: See definition of Accessory Use Or Structure.

BUILDING HEIGHT: The vertical distance from the average line of the highest and lowest points of that portion of the lot covered by the building to the highest point of coping of a flat roof, or the deck line of a mansard roof or the average height of the highest gable of a pitch or hip roof.

BUILDING LINE: A line established beyond which no part of a building shall project, except as otherwise provided by this title.

BUILDING, PRINCIPAL: A building or buildings in which the principal use of the building site is conducted. In any residential district, any dwelling shall be deemed to be the principal building on the building site.

BULLETIN BOARD: Any sign announcing the activities of an educational, religious, institutional or similar use.

CEMETERY: Land used or intended to be used for the burial of the human dead and dedicated for cemetery purposes.

CHILDCARE CENTER: Any place, home or institution which receives six (6) or more children, under the age of sixteen (16) years, for care apart from their natural parents, legal guardians or custodians, and received for regular periods of time for compensation; provided, however, this definition shall not include public and private schools organized, operated or approved under the laws of this state, custody of children fixed by a court, children related by blood or marriage within the third degree to the custodial person, or to churches or other religious or public institutions caring for children within their institutional buildings while their parents or legal guardians are attending services or meetings or classes and other church activities.

CITY COUNCIL: The official governing body of the city.

CLINIC: A place used for the care, diagnosis and treatment of sick, ailing, infirm and injured persons and those in need of surgical or medical attention, but who are not customarily provided with board and room or kept overnight on the premises.

CLUB: A nonprofit association of persons who are bona fide members, paying regular dues, and organized for some common purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise.

COMPREHENSIVE PLAN: The official city plan of the city; also refers to the specific document, general plan for 1990: Pryor Creek, Oklahoma.

CONVALESCENT HOME: A nursing home, a rest home, a home for the aged, recuperating, chronically ill or incurable persons, in which two (2) or more persons not of the immediate family are received, kept or provided with food and shelter or care for compensation, but not including hospitals, clinics or similar institutions devoted primarily to the diagnosis and treatment of disease or injury.

COVERAGE: The lot area covered by all buildings located thereon, including the area covered by all overhanging roofs.

DWELLING: Any building or portion thereof designed or used as a residence of one or more persons, but not including a tent, cabin, trailer coach, boarding or rooming house, hotel or motel.

DWELLING, MULTI-FAMILY: A building or portion thereof containing three (3) or more dwelling units and designed for or used by three (3) or more families; also includes the word "apartments".

DWELLING, SINGLE-FAMILY: A building containing one dwelling unit and designed for or used exclusively by one family.

DWELLING, TWO-FAMILY: A building containing two (2) dwelling units and designed for or used

exclusively by two (2) families; also includes the word "duplex".

DWELLING UNIT: A room or group of rooms arranged, intended or designed as a habitable unit, containing kitchen, bath and sleeping facilities for not more than one family living independently of any other family.

ESSENTIAL SERVICES: The erection, construction, alteration or maintenance by public utilities or municipal or other governmental agencies of underground or overhead gas, electrical, steam or water transmission or distribution systems, collection, communication, supply or disposal systems, including poles, wires, mains, drains, sewer, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants and other similar equipment and accessories thereof, reasonably necessary for the furnishing of adequate services by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings.

FAMILY: One or more persons occupying a single dwelling unit, as a single housekeeping unit; provided, that unless all members are related by blood, marriage or adoption, no such family shall contain over six (6) persons, including any roomers, boarders and/or domestic servants. A home for independent living with support personnel that provides room and board, personal care and habilitation services in a family environment as a single housekeeping unit for not more than six (6) resident elderly or disabled persons (mentally and/or physically impaired) with at least one, but not more than two (2) resident staff persons, shall be considered a family.

FLOOR AREA: The sum of the gross horizontal areas of the several floors of a building or buildings, measured from the exterior faces of the exterior walls or from the centerlines of walls separating two (2) buildings.

FRONTAGE: The linear measurement of a lot boundary which is abutting a street.

GARAGE APARTMENT: A dwelling for one family erected as a part of a private garage.

GARAGE, PARKING: Any building or portion thereof used for the storage of four (4) or more automobiles in which any servicing which may be provided is incidental to the primary use for storage purposes, and where repair facilities are not provided.

GARAGE, PRIVATE: A detached accessory building or a portion of the principal building used or intended for use by the occupants of the premises for storage of passenger vehicles or trailers.

GARAGE, PUBLIC: The structure or portion thereof, other than a private garage, used for the storage, sale, hire, care, repairing or refinishing of any vehicles.

GARAGE, REPAIR: A building in which are provided facilities for the care, servicing, repair or equipping of automobiles.

HALFWAY HOUSE: An approved treatment facility as defined under the "Oklahoma Alcohol and Drug Abuse Services Act" which offers or provides temporary residential accommodations, meals, supervision at all times residents are in the facility or on facility premises, and services, including counseling, short-term supportive care, case management, mental health services or treatment services

HEIGHT: The vertical measurement of any structure on any parcel of land measured from the average elevation of the lot or parcel to the uppermost point of the structure.

HOME OCCUPATION: Any occupation carried on solely by the inhabitants of a dwelling which is clearly incidental and secondary to the use of the dwelling for dwelling purposes, which does not change the character thereof, and which is conducted entirely within the main or accessory building; provided, that no trading and merchandising is carried on and in connection with which there is no display of merchandise or advertising sign other than one nonilluminated nameplate, not more than two (2) square feet in area, attached to the main or accessory building, and no mechanical equipment is used which creates noise, dust, odor or electrical disturbance, except such as is customarily used in purely domestic or household purposes. A maximum of five hundred (500) square feet of floor area may be used in the home occupation. Vehicles used in conjunction with the home occupation shall be parked off the street, on the lot containing the home occupation, and shall be of a type customarily found in a residential area. A tearoom, restaurant, rest home, clinic, barbershop, beauty parlor, doctor's or dentist's office, childcare center, tourist home or cabinet shop, metal shop, lawn mower repair or auto repair garage shall not be deemed a home occupation.

HOSPITAL: See definition of Medical Facilities.

HOTEL: A building or group of buildings under one ownership containing six (6) or more sleeping rooms occupied or intended or designed to be occupied as the more or less temporary abiding place of persons who are lodged, with or without meals, for compensation, but not including trailer parks or camps, hospitals, asylums, orphanages or buildings where persons are housed under restraint.

INDUSTRY: Storage, repair, manufacture, preparation or treatment of any article, substance or any commodity for commercial use.

INSTITUTIONAL USES: Those uses organized, established, used or intended to be used for the promotion of a public, religious, educational, charitable, cultural, social or philanthropic activity and normally operated on a nonprofit basis.

JUNK OR SALVAGE YARD: A place where waste, discarded or salvage materials are bought, sold, exchanged, baled, packed, disassembled or handled, including all wrecking yards, house wrecking yards, used lumberyards and places or yards for storage of salvaged house wrecking and structural steel materials and equipment; but not including such places where such uses are conducted entirely within a completely enclosed building, and not including pawnshops and establishments for the sale, purchase or storage of used furniture and household equipment, used cars in operable condition or salvage material incidental to manufacturing operations.

KENNEL: Any structure or premises on which three (3) or more dogs over four (4) months of age are kept.

LOADING SPACE: A space on the same lot as the principal use of at least ten feet (10') in width and thirty feet (30') in length and having a vertical clearance of at least fourteen feet (14'), designated for the temporary parking of commercial vehicles while loading or unloading merchandise or materials.

LOT: A piece or parcel of land occupied or intended to be occupied by a principal building or a group of such buildings and accessory buildings or utilized for a principal use and uses accessory thereto, together with such open spaces as required by this title, and having access on a public street.

LOT, CORNER: A lot which has at least two (2) adjacent sides abutting on a street; provided, that the interior angle at the intersection of such two (2) sides is less than one hundred thirty five degrees (135°).

LOT, DEPTH: The mean horizontal distance between the front and rear lot lines.

LOT, DOUBLE FRONTAGE: A lot having a frontage on two (2) nonintersecting streets, as distinguished from a corner lot.

LOT, INTERIOR: A lot other than a corner lot.

LOT LINE: Any boundary of a lot.

LOT LINE, FRONT: The boundary of a lot which abuts a public street. Where the lot abuts more than one street, the owner may select the front lot line.

LOT LINE, REAR: The boundary of a lot which is most distant from and most nearly parallel to the front lot line.

LOT LINE, SIDE: Any boundary of a lot which is not a front lot line or a rear lot line.

LOT, WEDGE SHAPED: A lot situated so that the front is either wider or narrower than the rear of the lot.

LOTS OF RECORD: A separate and distinct parcel designated on a legally recorded subdivision plat or a legally recorded deed filed in the records of Mayes County, state of Oklahoma.

MEAN LOT ELEVATION: The average elevation of a lot.

MEDICAL FACILITIES: A. Dental Or Doctor's Office: The same as dental or medical clinic, including the various dental and medical specialties.

- B. Dental Or Medical Clinic: A building used for the examination and treatment of the physically ill; provided, that no facilities are provided for patients remaining overnight, except under emergency conditions.
- C. Hospital: An institution providing physical and mental health services primarily for human inpatient medical or surgical care for the sick or injured, and including related facilities such as laboratories, outpatient departments, training facilities, central service facilities and staff offices which are an integral part of the facilities.
- D. Nursing Home, Rest Or Convalescent Home: See definition of Convalescent Home.
- E. Public Health Center: A facility primarily utilized by a health unit for providing public health services, including related facilities.

MOBILE HOME: Means and includes any vehicle or structure so designed and so constructed as to permit occupancy thereof as a temporary or permanent dwelling or sleeping place for one or more persons and originally designed or constructed to be placed on wheels and moved about by towing or otherwise; whether or not the wheels for such vehicle or structure have been put in place or removed, and shall include what is commonly called a trailer coach. Vehicles or equipment commonly known as campers or overnight campers, the sleeping quarters of which are being occupied, shall be included within the meaning of the term mobile home and governed by the provisions of this title. Such campers which are not being occupied shall be excepted from the meaning of such term for the purposes of this title.

MOBILE HOME LOT: A portion of a mobile home park allocated to the exclusive use of the occupants of a single mobile home.

MOBILE HOME PARK: Any site, lot, field or tract of ground upon which mobile homes are placed for occupancy, and shall include any building, structure, vehicle or enclosure used or intended for use as a part of the equipment of such park.

MOTEL: An area containing one or more buildings designed or intended to be used as temporary sleeping facilities of one or more transient persons.

OPEN SPACE: Area included in any side, rear or front yard, or any other unoccupied space on a lot that is open and unobstructed to the sky, except for the ordinary projection of cornices and eaves or porches.

PARCEL: A "lot", as defined herein.

PARKING SPACE: A permanently surfaced area of not less than two hundred (200) square feet, either within a structure or in the open, exclusive of driveways or access drives, for the parking of motor vehicles.

PLANNING COMMISSION: The city planning commission, as established by the ~~statutes hereinbefore cited, also referred to as planning commission, shall also be the zoning commission for the city~~city

ordinances.

RESTAURANT: A commercial establishment in a suitable and permanent building that is kept, used, maintained, advertised or held out to the public to be a place where hot meals are regularly served for consumption by patrons within the building. An outside patio attached to the building may provide an accessory dining area. Alcoholic beverages may be served as an accompaniment to those meals provided the necessary permits for such service are obtained from the city of Pryor Creek and the state of Oklahoma.

ROOMING HOUSE: See definition of Boarding House And Rooming House.

SIGN: Any word, lettering, part of letters, figures, numerals, phrases, sentences, emblems, devices, designs, pictures, trade names or trademarks by which anything is made known, such as are used to designate an individual, a firm, an association, a corporation, a profession, a business, a service, a commodity or product, which are visible from any public street or right of way and designed to attract attention. For sale and for rent signs shall be deemed signs within the meaning of this definition, but the term "sign" shall not include the flag, pennant or insignia of any nation, state, city or other political, educational, charitable, philanthropic, civic, professional, religious or like campaign, drive, movement or event used for a public purpose in the public interest.

SIGN, DISPLAY SURFACE AREA: The net geometric area of the surface of the sign upon, against or through which the message is displayed or illustrated, including the outward extremities of all letters, figures, characters and delineations; provided, that only one face of a double faced sign shall be included in the computation of display surface area.

SIGN, ILLUMINATED: A sign designed to give forth any artificial light or designed to reflect light from one or more sources, natural or artificial.

SIGN, PROJECTING: A sign erected on the face or outside wall of a building which projects out at any angle therefrom.

SIGN, TEMPORARY: Signs of temporary nature used to advertise the premises for sale, rent or lease.

STORY: That portion of a building included between the surface of any floor and the surface of the floor next above it; or, if there be no floor above it, then the space between the floor and the ceiling next above it.

STREET: A public right of way more than thirty feet (30') in width which provides the primary public means of access to abutting property and used primarily for vehicular circulation.

STREET, ARTERIAL: Any street designated on the thoroughfare plan as an arterial, primary arterial, secondary arterial, major street, etc.

STREET, MINOR: Any street not designated on the thoroughfare plan as an arterial.

STRUCTURAL ALTERATION: Any change in the structural members of a building, such as walls, columns, beams or girders.

STRUCTURE: Anything constructed, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground (not including sidewalks, driveways and similar improvement areas).

TEAROOM: A restaurant where nonalcoholic beverages and light meals are available.

THOROUGHFARE PLAN: The part of the comprehensive plan referring to transportation development goals, principles and standards; also includes use of the words "major street plan" and "trafficways plan".

TOURIST HOME: An owner occupied private home in which up to four (4) bedrooms are used to provide overnight accommodations, which may include breakfast, for transient guests for compensation.

TRAILER: A portable or mobile unit, other than a mobile home, used or designed to carry or transport material or animals.

TRANSITIONAL LIVING FACILITY: An approved treatment facility as defined under the "Oklahoma Alcohol and Drug Abuse Services Act" which offers or provides temporary residential accommodations, meals, supervision at all times residents are in the facility or on facility premises, and services, including counseling, short-term supportive care, case management, mental health services or treatment services

YARD: A required space on a lot unobstructed, except as expressly permitted.

YARD, FRONT: A yard extending across the full width of a lot from side lot line to side lot line abutting on a street, into which a building may not protrude.

YARD, REAR: A yard extending across the rear of a lot measured from side lot line to side lot line.

YARD, SIDE: A yard extending from front yard to the rear yard abutting the side lot line, into which no building may protrude.

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

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

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

CITY OF PRYOR CREEK, OKLAHOMA

Jimmy Tramel, Mayor

ATTEST:

Eva Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kim Ritchie, City Attorney

Dated: _____

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING PRYOR CREEK CITY CODE TITLE 10 ADDING NEW SECTION 10-13-10 REGARDING TRANSITIONAL LIVING FACILITIES AND HALFWAY HOUSES.

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

That Pryor Creek City Code Title 10 is hereby amended by the addition of New Section 10-13-10 to read as follows:

SECTION 1: AMENDING ORDINANCE TO READ AS FOLLOWS:

10-13-10: TRANSITIONAL LIVING FACILITIES AND HALFWAY HOUSES:

Any transitional living center or halfway house, as defined in Section 10-4-1 of this code, shall be prohibited to be located within one thousand (1,000) feet of any public or private elementary or secondary school. Provided, that if any public or private elementary or secondary school shall be established within the prohibited distance from any such facility after such facility has been in use as a transitional living center or halfway house, this shall not be a bar to the continued use of the facility as designated so long as it remains in continuous use as designated. The distance indicated in this section shall be measured from the nearest property line of the school to the nearest property line of the transitional living center or halfway house. The provisions of this section shall not apply to any transitional living center or halfway house established prior to the effective date of this act.

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

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

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

CITY OF PRYOR CREEK, OKLAHOMA

Jimmy Tramel, Mayor

ATTEST:

Eva Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kim Ritchie, City Attorney

Dated: _____



**AT&T BUSINESS BLOCK OF TIMESM II
Service Agreement**

Customer	AT&T
City of Pryor Street Address: 6 N Adair St City: Pryor State/Province: OK Zip Code: 74361 Country: USA	AT&T Service-Providing Affiliate ("AT&T")
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Jimmy Tramel Title: City Mayor Street Address: 6 N Adair St City: Pryor State/Province: OK Zip Code: 74361 Country: USA Telephone: 918 825 4077 Fax: Email: tramelj@pryorok.org Customer Account Number or Master Account Number: 9188250888	Name: Corrine Hill Street Address: 8401 Greenway Blvd City: Middleton State/Province: WI Zip Code: 54562 Country: USA Telephone: 855 406 0275 Fax: Email: ch057a@att.com Sales/Branch Manager: Ryan Addison SCVP Name: Debra Harrison Sales Strata: GEM Sales Region: SW <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input checked="" type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

Customer agrees to purchase the Service identified below in accordance with this Service Agreement and the following documents, which are incorporated by reference: (i) applicable Tariffs, Guidebooks found at att.com/servicepublications; and (ii) the AT&T Business Services Agreement ("BSA") located at <http://www.corp.att.com/agreement/>. AT&T may revise Tariffs, Guidebooks and the BSA (collectively "Service Publications") at any time and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: this Service Agreement, and the applicable Service Publications; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms. This Agreement continues so long as Services are provided under this Agreement.

The Effective Date of this Service Agreement is the date signed by the last party.

AT&T reserves the right to reject this Service Agreement if not signed by Customer and submitted to AT&T on or before December 30, 2015.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



**AT&T BUSINESS BLOCK OF TIMESM II
Service Agreement**

1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Service	Service Provider	Service Publication
AT&T Business Block of Time II - Intrastate and Interstate Long Distance Service	SBC Long Distance, LLC d/b/a AT&T Long Distance ("AT&T")	AT&T Long Distance Voice Product Reference and Pricing Guidebook ("Guidebook") and applicable state tariff or guidebook: http://www.att.com/gen/public-affairs?pid=11972

2. TERM and EFFECTIVE DATES

Agreement Term	Selected below.
Start Date of Agreement Term	The date Service is first established.
Effective Date of Rates and Discounts	Effective Date of Agreement.
Rates Following end of Term	Applicable Service Publication rates then in effect.

3. MINIMUM PAYMENT PERIOD

Service	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period
AT&T Business Block of Time II	50%	Until the end of the Agreement Term

4. SERVICE DESCRIPTION

- A. Service does not include international, international mobile, operator toll assistance, directory assistance or payphone calling. Customers may place calls terminating to international locations, but minutes associated with international calling are not included in the AT&T Business Block of Time II minutes and will be charged per-minute rates as set forth in the International Product Reference and Pricing Guidebook, unless the Customer subscribes to an optional international plan.



**AT&T BUSINESS BLOCK OF TIMESM II
Service Agreement**

5. RATES and CHARGES

Customer represents it subscribes to switched local service from an AT&T Affiliate that operates in whole or in part as a Local Exchange Carrier (LEC) for the local lines to which the Service will be applied.

AT&T Business Block of Time 700 II: 700 minutes per month for domestic 1+ and domestic Toll Free calls.		
	Term	MRC and Over Block Rate
<input type="checkbox"/>	2 Year	MRC \$30 Over Block \$0.043 Per Minute

AT&T Business Block of Time 1200 II: 1,200 minutes per month for domestic 1+ and domestic Toll Free calls.		
	Term	MRC and Over Block Rate
<input type="checkbox"/>	2 Year	MRC \$48 Over Block \$0.041 Per Minute
<input type="checkbox"/>	3 Year	MRC \$46 Over Block \$0.041 Per Minute

AT&T Business Block of Time 2500 II: 2,500 minutes per month for domestic 1+ and domestic Toll Free calls.		
	Term	MRC and Over Block Rate
<input checked="" type="checkbox"/>	2 Year	MRC \$97 Over Block \$0.039 Per Minute
<input type="checkbox"/>	3 Year	MRC \$95 Over Block \$0.039 Per Minute

AT&T Business Block of Time 5000 II: 5,000 minutes per month for domestic 1+ and domestic Toll Free calls.		
	Term	MRC and Over Block Rate
<input type="checkbox"/>	2 Year	MRC \$186 Over Block \$0.038 Per Minute
<input type="checkbox"/>	3 Year	MRC \$182 Over Block \$0.037 Per Minute

AT&T Business Block of Time 7500 II: 7,500 minutes per month for domestic 1+ and domestic Toll Free calls.		
	Term	MRC and Over Block Rate
<input type="checkbox"/>	2 Year	MRC \$268 Over Block \$0.036 Per Minute
<input type="checkbox"/>	3 Year	MRC \$263 Over Block \$0.036 Per Minute

AT&T Business Block of Time 10000 II: 10,000 minutes per month for domestic 1+ and domestic Toll Free calls.		
	Term	MRC and Over Block Rate
<input type="checkbox"/>	2 Year	MRC \$342 Over Block \$0.035 Per Minute
<input type="checkbox"/>	3 Year	MRC \$334 Over Block \$0.034 Per Minute



**AT&T BUSINESS BLOCK OF TIMESM II
Service Agreement**

6. GENERAL TERMS

- A. **Automatic Dialer Devices.** CUSTOMER SHALL NOT USE AUTODIALERS, PREDICTIVE DIALERS OR OTHER DEVICES THAT GENERATE AUTOMATED OUTBOUND CALLS IN CONJUNCTION WITH PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED. AT&T MAY TERMINATE THIS AGREEMENT IMMEDIATELY IF CUSTOMER USES SUCH DEVICES.
- B. **Cancellation.** If Customer is non-responsive or not ready to have AT&T provision/fulfill the Service, AT&T may cancel this Service Agreement: (1) ninety (90) Days after Customer executes this Service Agreement; or (2) if Customer appropriately applies for E-Rate funding, (a) the later of (i) ninety (90) days after July 1st of the applicable E-Rate funding year or (ii) ninety (90) days after the date of the E-Rate Funding Commitment Decision Letter (FCDL)* for the Service in such E-Rate funding year, but, in any event, (b) upon expiration of the last day of such E-Rate funding year.
- C. The Early Termination Fee/Under Utilization Fee may not apply if Customer terminates all or a portion of the Service for purposes of a migration to a qualifying Internet Protocol (IP) service, Wireless or any functionally equivalent service as such migration is defined in the above-referenced Service Publication.

<i>New or upgrade to an existing AT&T Long Distance Agreement</i>	
<input type="checkbox"/>	This is a new AT&T Long Distance Service Agreement
<input type="checkbox"/>	This is an upgrade to an existing AT&T Long Distance Agreement, and the guidelines from Section 3.9.7 Revenue and Term plan Commitments of the Guidebook will apply to such existing agreement.

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	() -
Program Code:	

End of Document



Attend a Code Council Institute or
Webinar. For Details, go to
www.iccsafe.org/training.

Invoice No
1000617700

Invoice Date
10/8/2015

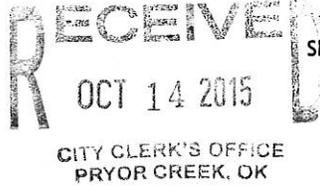
Due Date
10/8/2015

International Code Council

4051 W. Flossmoor Rd.
Country Club Hills IL 60478
888-422-7233 x33816
708-799-2300 x33816
Collections@iccsafe.org

**CUSTOMER COPY
INVOICE**

Bill To: City of Pryor Creek
Doug Moore
PO BOX 1167
Pryor OK 74362-1167



Ship To: City of Pryor Creek
Doug Moore
12 N ROWE ST
STE B
PRYOR OK 74361-3825

Order No.	Customer ID	Purchase Order No.	Shipping Method	Entered By	Payment Terms
100260126	5158276		FEDEX >500	dbo	UPONRECEIPT
Item Number	Description	Shipped	Unit Price	Ext. Price	
302BNL15	'15 INSPECTORS COLLECTION LOOSE LEAF	1	\$551.00	\$551.00	
302BNS15	'15 INSPECTORS COLLECTION SOFT	4	\$490.00	\$1,960.00	

Net Invoice	Sales Tax	Freight/S&H	Total	Payments	Total Amount Due
\$2,511.00	\$0.00	\$100.44	\$2,611.44	\$0.00	\$2,611.44



DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT TO ENSURE PROPER CREDIT

City of Pryor Creek
PO BOX 1167
Pryor OK 74362-1167

Cust ID 5158276
Invoice # 1000617700
Due Date 10/8/2015
Amount \$2,611.44

CHECK OR MONEY ORDER ENCLOSED
(MAKE PAYABLE TO ICC - U.S. \$ ONLY- INCLUDE INVOICE # ON CHECK)

CHARGE TO CREDIT CARD VISA MC DISC AMEX

CARD # _____ CVV _____ Exp Date _____

STREET _____ CITY _____ STATE _____ ZIP _____

SIGNATURE _____

PRINTED NAME _____

REMIT TO:

International Code Council, Inc.
25442 Network Place
Chicago IL, 60673-1254

5158276 1000617700 0000261144 8

Contains:

- 2015 International Building Code®
- 2015 International Residential Code for One- and Two-Family Dwellings®
- 2015 International Mechanical Code®
- 2015 International Plumbing Code® (IPC®)
- 2015 International Fuel Gas Code®
- 2015 International Energy Conservation Code® (soft cover)
- 2015 International Existing Building Code®
- 2014 National Electrical Code®



From: [Jimmy Tramel](#)
To: "[Hannah Moore](#)"; "[Eva](#)"
Subject: FW: softball request
Date: Friday, October 30, 2015 2:00:38 PM

Jimmy J Tramel
Mayor
Pryor Creek ,Ok
tramelj@pryorcreek.org
918 825 4077
918 373 0466

-----Original Message-----

From: John Hillman [<mailto:johnhillman70@att.net>]
Sent: Tuesday, October 27, 2015 5:29 PM
To: tramelj@pryorok.org
Subject: Meeting agenda

Jimmy, please put Pryor High School Softball on the next meeting agenda. We would like the rate reduced on the use of the Graham Community Building.

Thank you.

John Hillman
President of Booster Club.

Sent from my iPhone=

INVOICE



Please remit to: Dewberry Engineers Inc.
P.O. Box 1824
Merrifield, VA 22116-1824
(703)849-0100 TIN: 13-0746510

Bill To: CITY OF PRYOR CREEK
DOUG MOORE
12 NORTH ROWE STREET
PRYOR OK 74362



CITY CLERK'S OFFICE
PRYOR CREEK, OK

Invoice #: 1242654
Invoice Date: 10/8/2015
Due Date: 11/7/2015
Client #: 435150
Contract #: 50076994
Batch #: 2580479

Work Performed Thru Period Ending 9/25/2015

Job: 50076994 PRYOR CREEK BICYCLE TRAIL
IMPROVEMENTS

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	PRELIMINARY DESIGN PHASE	19,900.00	30.00	5,970.00	.00	5,970.00

TOTAL FOR JOB: 50076994 \$ 5,970.00

TOTAL INVOICE AMOUNT DUE \$ 5,970.00
BY 11/7/2015

96-~~965-5508~~
965-5508

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
CRAIG S. SWENGLE