

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

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

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

1. Call to Order, Prayer, Pledge of Allegiance, Roll Call.
2. Petitions from the Audience. (Limited to 5 minutes.):
3. Mayor's Report:
 - a. 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.
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.
 - 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".
 - 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".
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.
6. Discuss, possibly act on re-zoning request presented by Dwayne Willis for the above described property.
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.
 - d. Acknowledge receipt of deficient purchase orders.
 - e. Approve September Appropriations Request.
 - 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.
8. Committee Reports:
 - a. Budget / Personnel (Rosamond)
 - b. Ordinance / Insurance (Chitwood)
 - c. Street / Maintenance Garage (Willcutt)
 9. Unforeseeable business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
 10. Adjourn.

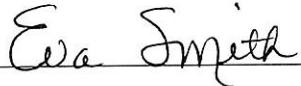
PRYOR PUBLIC WORKS AUTHORITY

1. Call to Order.
2. Discuss, possibly act on approval of minutes of October 6th, 2015 meeting.
3. Unforeseeable business. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)
4. Adjourn.

FILED OCTOBER 16TH, 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 16TH, 2015 AT 5:00 P.M. BY CITY CLERK EVA SMITH.





**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).
2. Discuss, possibly act on approval of extension of abatement period for 309 SE 14th Street, Pryor Creek, OK 74361 (Carolyn Womack).

FILED AT 5:00 P.M. OCTOBER 19TH, 2015 AT 5:00 P.M. BY MAYOR JIMMY TRAMEL.

POSTED ON THE EAST BULLETIN BOARD LOCATED OUTSIDE TO THE SOUTH OF THE ENTRANCE DOORS, 12 NORTH ROWE STREET IN PRYOR CREEK, OKLAHOMA, OCTOBER 19TH, 2015 AT 5:00 P.M. BY CITY CLERK EVA SMITH.

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, OCTOBER 6TH, 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 Houston Brittain. Roll call was conducted by City Clerk Eva Smith. Council members present included: Roger Willcutt, Cheryl White, Yolanda Thompson, Houston Brittain, Greg Rosamond, Randy Chitwood, Ryan Rains and Drew Stott. Council members absent: none.

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

Others: Library Board Chairman Jeanette Anderson, Police Captain James Willyard, Municipal Utility Board Attorney Fred Sordahl, Firefighter Tim Bonea.

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

Laura Holloway spoke regarding the Tobacco Settlement Endowment Trust (TSET) Healthy Living Grant and the Pryor Creek Recreation Center Report. She stated the auto withdrawal is currently 2,000 members. Mayor Tramel also spoke regarding the TSET Grant and thanked Jessica Long for the 2015 Pryor Fever Run / Mud Run that recently took place in September.

3. MAYOR'S REPORT:

- a. DISCUSS, POSSIBLY ACT ON APPROVAL OF COMMUNITY HALL FEE WAIVER FOR SET UP ON OCTOBER 28TH, FROM 4:00 P.M. – 7:00 P.M. AND ALL DAY ON OCTOBER 29TH, FOR THE 25TH ANNUAL SERTOMA CHARITY DINNER AND DRAWING TO BE HELD ON OCTOBER 29TH, 2015.**

Motion was made by Chitwood, second by Rosamond to approve of Community Hall fee waiver for set up on October 28th, from 4:00 p.m. – 7:00 p.m. and all day on October 29th, for the 25th annual Sertoma Charity Dinner and Drawing to be held on October 29th, 2015. Motion and second were amended to match Community Building / Council Chamber Rules and Regulations. (See attached.) Voting yes: Willcutt, White, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott. Voting no: none.

4. CITY ATTORNEY'S REPORT:

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

The Ordinance discussed above was read for the first time and no action was taken.

5. DISCUSS, POSSIBLY ACT ON CONSENT AGENDA.

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

- a. Approve minutes of September 15th, 2015 Council meeting.
- b. Approve payroll purchase orders through October 9th, 2015.
- c. Approve claims for purchase orders through October 6th, 2015.

APPROVE PURCHASE ORDERS THROUGH OCTOBER 6th, 2015.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	1520150683 - 1520150790	\$ 96,684.04
STREET & DRAINAGE	1520150684 - 1520150548	20,657.42

CEMETERY CARE FUND	1520150683	62.50
GOLF	1520150774 - 1520150773	17,287.69
CAPITAL OUTLAY	1520150424 - 1520150446	10,000.90
REAL PROPERTY	1520150779	150.00
HOTEL / MOTEL TAX REV	1520150749 - 1520150751	48,663.00
RECREATION CENTER	1520150664 - 1520150739	28,741.29
P.P.W.A	1520150724 - 1520150725	4,800.00
E-911 CASH	1520150678 - 1520150812	19,613.34
DONATIONS	910628B - 1520150689	\$ 3,201.82
	TOTAL	\$ 249,862.00

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders presented.
- e. Approve Mayor's re-appointment of Herbie Schultz to Planning and Zoning Board Seat #2, term expiring 9/30/2018.
- f. Approve Mayor's re-appointment of Michael Dunham to Planning and Zoning Board Seat #1, term expiring 9/30/2018.
- g. Approve Mayor's appointment of Cheryl Glancy to Planning and Zoning Board Seat #3, term expiring 9/30/2017.
- h. Approve Mayor's re-appointment of Michael Dunham to Flood Plain Board Seat #1, term expiring 12/31/2021.
- i. Approve Mayor's re-appointment of Richard Powell to Flood Plain Board Seat #2, term expiring 12/31/2021.
- j. Approve Mayor's re-appointment of Connie Musgrave to Planning and Zoning / Multi-Hazard Mitigation Committee Seat #5, term expiring 8/31/2017.
- k. Approve expenditure in the amount of \$15,000.00 to Pryor Main Street from General Fund – Youth Program (Account #02-201-5344) per agreement.
- l. Approve expenditure in the amount of \$7,500.00 to Pryor Creek Senior Citizen's Nutrition Center from General Fund – Senior Citizen's Nutrition Center (Account #02-201-5340) per agreement.
- m. Approve expenditure in the amount of \$5,000.00 to the Pryor Creek Sertoma Senior Citizen's Center from General Fund – Senior Citizen's Program (Account #02-201-5345) per agreement.
- n. Approve expenditure of \$1,000.00 to the American Legion from General Fund – American Legion (Account # 02-201-5346) per agreement.
- o. Approve expenditure of \$1,000.00 to the DAV from General Fund – DAV (Account #02-201-5347) per agreement.
- p. Approve expenditure of \$14,526.00 to Total Truck and Trailer for the purchase of two (2) 9 foot Salt / Sand spreaders to fit inside a ¾ ton dump truck bed for the Street Department. Other quotes received: Grand Truck Equipment Co., LLC - \$15,200.00, All Wheel Drive Equipment, Mfg. - \$24,062.00.
- q. Approve work order for professional services, Project Number: PRY 15-05, Project Name: 2015-16 Concrete Street Repair and Improvements, not to exceed \$55,215.00 to Infrastructure Solutions Group, LLC. This amount includes: Preparation of Technical Memorandum (Engineering Report) - \$5,000.00, Preliminary Design (30% of total engineering fee) - \$6,565.00, Final Design (70% of total engineering fee) - \$11,043.00, Bidding (80% of total engineering fee) - \$5,522.00, Construction (100% of total engineering fee) - \$11,043.00, Resident Project Representative (during construction – TBA).
- r. Approve expenditure of \$24,400.00 to John Henzel Tennis Court Systems to resurface four (4) West Courts using DECO System. Includes any repairs on net posts and repainting net posts and new center straps. No additional quotes were received.
- s. Approve an additional fee of \$50.00 on Saturdays for burial of cremains (Total fee - \$150.00).
- t. Approve an expenditure of \$20,353.00 to P and K Equipment for the purchase of one compact utility tractor for the Park Department from Cemetery – Capital Outlay (Account #44-445-5413). Other quotes received: Kubota Center Pryor - \$20,389.00 and Chupp Implement Co. - \$21,163.10).
- u. Approve expenditure of \$4,525.42 to Push-Pedal-Pull for the purchase of Stairmaster Gauntlet D-1 Console for the Recreation Center from Recreation Center – Repair and Maintenance (Account #84-848-5410). Other quotes received: Elite Exercise Equipment - \$5,434.00 and All American Fitness - \$5,597.00.
- v. Approve job description for Assistant Director at Pryor Creek Recreation Center.
- w. Approve 2015 – 2016 contract with The International Association of Fire Fighters, AFL-CIO/CLC effective July 1st, 2015 through June 30th, 2016 as presented.
- x. Approve resignation of Dispatcher Shawna Bley from the Pryor Police Department effective Sunday, October 4th, 2015.

- y. Discuss, possibly approve bid received from RJR Enterprises, Inc for the Whitaker Park Splash Pad Project # PRY-14-016 in the amount of \$91,500.00 (No other bids were received).
- z. Approve promotion of James Willyard from Captain, Range M, Step 4 annual salary \$47,504.00 to fill vacant position of Assistant Police Chief at Range H, Step 4 annual salary \$58,832.00 effective October 10, 2015. (This vacancy was made by the retirement of Derek Melton.)
- aa. Approve expenditure in the amount of \$2,888.00 to EmergiTech 911 Software support from Account 91-915-5091.
- bb. Approve expenditure in the amount of \$7,357.80 to Cardinal Tracking for software license support agreement and renewal for 911 System from Account 91-915-5061.

Motion was made by Chitwood, second by Brittain to approve items a-bb less items h, k, p, q, r, x, y, z. Voting yes: White, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt. Voting no: none. (*Note: Scrivener's error on item 5k.*)

h. APPROVE MAYOR'S RE-APPOINTMENT OF MICHAEL DUNHAM TO FLOOD PLAIN BOARD SEAT #1, TERM EXPIRING 12/31/2021.

Motion was made by Chitwood, second by Rosamond to approve Mayor's re-appointment of Michael Dunham to Flood Plain Board Seat #1, term expiring 12/31/2021. Voting yes: Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, White. Voting no: none.

k. APPROVE EXPENDITURE IN THE AMOUNT OF \$15,000.00 TO PRYOR MAIN STREET FROM GENERAL FUND – YOUTH PROGRAM (ACCOUNT #02-201-5344) PER AGREEMENT.

Motion was made by Rosamond, second by Brittain to approve expenditure in the amount of \$15,000.00 to Pryor Main Street from General Fund – Youth Program (Account #02-201-5344) per agreement. (*Note: Scrivener's error; should read Promotion Account 02-201-5334*) Voting yes: Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, White, Thompson. Voting no: none.

p. APPROVE EXPENDITURE OF \$14,526.00 TO TOTAL TRUCK AND TRAILER FOR THE PURCHASE OF TWO (2) 9 FOOT SALT / SAND SPREADERS TO FIT INSIDE A ¾ TON DUMP TRUCK BED FOR THE STREET DEPARTMENT. OTHER QUOTES RECEIVED: GRAND TRUCK EQUIPMENT CO., LLC - \$15,200.00, ALL WHEEL DRIVE EQUIPMENT, MFG. - \$24,062.00.

Motion was made by Willcutt, second by Brittain to approve expenditure of \$14,526.00 to Total Truck and Trailer for the purchase of two (2) 9 foot Salt / Sand spreaders to fit inside a ¾ ton dump truck bed for the Street Department. Other quotes received: Grand Truck Equipment Co., LLC - \$15,200.00, All Wheel Drive Equipment, Mfg. - \$24,062.00. Voting yes: Rosamond, Chitwood, Rains, Stott, Willcutt, White, Thompson, Brittain. Voting no: none.

q. APPROVE WORK ORDER FOR PROFESSIONAL SERVICES, PROJECT NUMBER: PRY 15-05, PROJECT NAME: 2015-16 CONCRETE STREET REPAIR AND IMPROVEMENTS, NOT TO EXCEED \$55,215.00 TO INFRASTRUCTURE SOLUTIONS GROUP, LLC. THIS AMOUNT INCLUDES: PREPARATION OF TECHNICAL MEMORANDUM (ENGINEERING REPORT) - \$5,000.00, PRELIMINARY DESIGN (30% OF TOTAL ENGINEERING FEE) - \$6,565.00, FINAL DESIGN (70% OF TOTAL ENGINEERING FEE) - \$11,043.00, BIDDING (80% OF TOTAL ENGINEERING FEE) - \$5,522.00, CONSTRUCTION (100% OF TOTAL ENGINEERING FEE) - \$11,043.00, RESIDENT PROJECT REPRESENTATIVE (DURING CONSTRUCTION – TBA).

Motion was made by Chitwood, second by Rosamond to approve work order for professional services, Project Number: PRY 15-05, Project Name: 2015-16 Concrete Street Repair and Improvements, not to exceed \$55,215.00 to Infrastructure Solutions Group, LLC. This amount includes: Preparation of Technical Memorandum (Engineering Report) - \$5,000.00, Preliminary Design (30% of total engineering fee) - \$6,565.00, Final Design (70% of total engineering fee) - \$11,043.00, Bidding (80% of total engineering fee) - \$5,522.00, Construction (100% of total engineering fee) - \$11,043.00, Resident Project Representative (during construction – TBA). Voting yes: Chitwood, Rains, Stott, Willcutt, White, Thompson, Brittain, Rosamond. Voting no: none.

r. APPROVE EXPENDITURE OF \$24,400.00 TO JOHN HENZEL TENNIS COURT SYSTEMS TO RESURFACE FOUR (4) WEST COURTS USING DECO SYSTEM. INCLUDES ANY REPAIRS ON NET POSTS AND REPAINTING

NET POSTS AND NEW CENTER STRAPS. NO ADDITIONAL QUOTES WERE RECEIVED.

Motion was made by Willcutt, second by Thompson to approve expenditure of \$24,400.00 to John Henzel Tennis Court Systems to resurface four (4) West Courts using DECO System. Includes any repairs on net posts and repainting net posts and new center straps. No additional quotes were received. Motion and second were amended to include the account number (Parks Capital Outlay – 44-445-5415). Voting yes: Rains, Stott, Willcutt, White, Thompson, Brittain, Rosamond, Chitwood. Voting no: none.

x. APPROVE RESIGNATION OF DISPATCHER SHAWNNA BLEY FROM THE PRYOR POLICE DEPARTMENT EFFECTIVE SUNDAY, OCTOBER 4TH, 2015.

Motion was made by Chitwood, second by Rosamond to approve resignation of Dispatcher Shawna Bley from the Pryor Police Department effective Sunday, October 4th, 2015. Voting yes: Stott, Willcutt, White, Thompson, Brittain, Rosamond, Chitwood, Rains. Voting no: none. Shawna was recognized and thanked for her service to the City.

y. DISCUSS, POSSIBLY APPROVE BID RECEIVED FROM RJR ENTERPRISES, INC FOR THE WHITAKER PARK SPLASH PAD PROJECT # PRY-14-016 IN THE AMOUNT OF \$91,500.00 (NO OTHER BIDS WERE RECEIVED).

Motion was made by Rosamond, second by Willcutt to approve bid received from RJR Enterprises, Inc. for the Whitaker Park Splash Pad Project # PRY-14-016 in the amount of \$91,500.00 (No other bids were received). Voting yes: Willcutt, White, Thompson, Brittain, Rosamond, Chitwood, Rains. Voting no: Stott.

z. APPROVE PROMOTION OF JAMES WILLYARD FROM CAPTAIN, RANGE M, STEP 4 ANNUAL SALARY \$47,504.00 TO FILL VACANT POSITION OF ASSISTANT POLICE CHIEF AT RANGE H, STEP 4 ANNUAL SALARY \$58,832.00 EFFECTIVE OCTOBER 10, 2015. (THIS VACANCY WAS MADE BY THE RETIREMENT OF DEREK MELTON.)

Motion was made by Rosamond, second by White to approve promotion of James Willyard from Captain, Range M, Step 4 annual salary \$47,504.00 to fill vacant position of Assistant Police Chief at Range H, Step 4 annual salary \$58,832.00 effective October 10, 2015. (This vacancy was made by the retirement of Derek Melton.) Voting yes: White, Thompson, Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt. Voting no: none.

6. COMMITTEE REPORTS:

a. BUDGET / PERSONNEL (ROSAMOND)

Rosamond reported for the Budget / Personnel Committee and stated that they would meet next week.

b. ORDINANCE / INSURANCE (CHITWOOD)

Chitwood reported for the Ordinance / Insurance Committee and stated they would meet Thursday at 6:00 p.m.

c. STREET / MAINTENANCE GARAGE (WILLCUTT)

Willcutt reported for the Street / Maintenance Garage Committee. He stated there was nothing to report at this time.

7. UNFORESEEABLE BUSINESS.

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

There was no unforeseen business presented.

8. ADJOURN.

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

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Mayor Tramel called the Pryor Public Works Authority meeting to order.

2. DISCUSS, POSSIBLY ACT ON APPROVAL OF MINUTES OF SEPTEMBER 15TH, 2015 MEETING.

Motion was made by Willcutt, second by Stott to approve minutes of September 15th, 2015 meeting. Voting yes: Brittain, Rosamond, Chitwood, Rains, Stott, Willcutt, White, Thompson. Voting no: none.

3. UNFORESEEABLE BUSINESS.

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

There was no unforeseeable business presented.

4. ADJOURN.

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Motion was made by Stott, second by Brittain to adjourn at 6:55 p.m. from the Pryor Public Works Authority meeting. Voting yes: Rosamond, Chitwood, Rains, Stott, Willcutt, White, Thompson, Brittain. 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 CLOSING OF EASEMENT DESCRIBED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

**CITY OF PRYOR CREEK,
OKLAHOMA**

Jimmy Tramel, Mayor

ATTEST:

Eva Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

K. Ellis Ritchie, City Attorney

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 (1¹/₂) 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 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 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: _____



courtside
BENEFITS GROUP, LLC

1/1/16 RENEWALS
MEDICAL-COMMUNITY CARE
DENTAL-DELTA DENTAL
LIFE-MUTUAL OF OMAHA GTL
(renews 1/1/17)

Group: City of Pryor
 Effective: 1/1/2016
 Carrier: CCOK
 Location: Pryor
 Broker: Courtside Benefits
 CommunityCare
 Representative: Lance Percy

	Enrollment	Current	Renewal	CommunityCare Assumed Enrollment	CommunityCare Proposed Plan 1	CommunityCare Assumed Enrollment	CommunityCare Proposed Plan 2	CommunityCare Assumed Enrollment	CommunityCare Proposed Plan 3
					CC		CC		CC
		IP1	IP1		IP2		IP3		CC 80/500
		HMO Standard	HMO Standard		HMO Standard		HMO Standard		HMO Standard
Network									
Deductible		\$500	\$500		\$750		\$1,000		\$500
Specialist Self Referral (In-Network)		Yes	Yes		Yes		Yes		Yes
Coinsurance		None	None		None		None		80%
OV Copay		\$25/35	\$25/35		\$30/40		\$35/45		\$25/35
Urgent Care Copay		\$50	\$50		\$50		\$50		\$50
Out of Pocket Max		\$2,500	\$2,500		\$2,750		\$3,000		\$4,500
Copays apply to OOP		Yes	Yes		Yes		Yes		Yes
Annual Vision Benefit		Yes	Yes		Yes		Yes		Yes
RX		\$0/10/20/50/125	\$0/10/20/50/125		\$0/10/20/50/125		\$0/10/20/50/125		\$0/10/20/50/125
	CC			CC		CC		CC	
EE	37	483.29	501.86	37	482.12	37	466.70	37	453.84
EE+Sp	26	1070.65	1111.80	26	1068.07	26	1033.89	26	1005.42
EE+Ch	10	847.83	880.42	10	845.79	10	818.73	10	796.17
EE+Fam	36	1435.18	1490.35	36	1431.72	36	1385.91	36	1347.74
Monthly Totals	109	105,863	109,932	109	105,608	109	102,229	109	99,413
Annual Totals	109	1,270,361	1,319,189	109	1,267,297	109	1,226,749	109	1,192,960
Combined Annual Total		1,270,361	1,319,189		1,267,297		1,226,749		1,192,960
\$ Amt Diff.			48,828		(3,064)		(43,612)		(77,401)
% Difference			3.84%		-0.24%		-3.43%		-6.09%

*Compared to Current

*The above information is for illustrative purposes only; please refer to the full CommunityCare proposal.

*Please see the table above for assumed participation into each plan. See above for the enrollment allocation;

*As of January 1, 2014, the Out of Pocket Max on CommunityCare plans includes the deductible and pharmacy copays.

Network Limitations May Exist. Please contact your Sales Representative or Account Manager for guidelines on multiple plan offerings

Certain fees mandated by the Patient Protection and Affordable Care Act (PPACA) apply to all group health insurance plans effective 1-1-2014.

9/1/15
1:12
PP



GROUP VOLUNTARY TERM LIFE CERTIFICATE SUMMARY

This summary describes the terms and conditions of the Policy. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate, available from the Policyholder. The capitalization of a term not normally capitalized according to standard punctuation rules indicates a word or phrase that is a defined term in the Certificate. A person is not necessarily entitled to insurance because he or she received this summary. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Policy. This summary was published on January 16, 2015.

POLICY INFORMATION

Policyholder: City of Pryor Creek and Municipal Utility Board
Policy Effective Date: January 1, 2015
Policy Number: GVTL-AVQY
Class(es): All Eligible Employees
Policy Anniversary: January 1
Group Number: G000AVQY

ELIGIBILITY

You (the Employee) must be performing the normal duties of Your regular job for the Policyholder on a regular and continuous basis 30 or more hours each week to be eligible for insurance.

Your eligible Dependents must be able to perform normal activities and not be confined (at home, in a hospital, or in any other care facility) to be eligible for insurance.

An Employee who is not eligible for insurance under the Policy on the Policy Effective Date, or an Employee who is hired after the Policy Effective Date, becomes eligible for insurance under the Policy on the day following completion of an Eligibility Waiting Period of 60 days.

BENEFIT AMOUNT(S)

Insurance for You (The Employee)

You may elect to be insured for an amount of life insurance from \$10,000 to \$500,000, in increments of \$10,000. In no event shall Your amount of life insurance exceed 5 times Your Annual Earnings, rounded to the next higher multiple of \$10,000.

Provided You have elected some amount of life insurance, Your amount of accidental death and dismemberment (AD&D) insurance is equal to Your amount of life insurance.

Your Guarantee Issue Amount is 5 times Your Annual Earnings or \$100,000, whichever is less. If You have questions regarding the amount of Your insurance, You may contact the Policyholder.

Insurance for Your Dependent(s)

You may elect to have Your Spouse insured for an amount of life insurance from \$5,000 to \$200,000, in increments of \$5,000, provided the amount elected does not exceed 50% of Your amount of life insurance.

Provided You have elected some amount of life insurance for Your Spouse, Your Spouse's amount of accidental death and dismemberment (AD&D) insurance is equal to Your Spouse's amount of life insurance.

You may elect to have Your eligible Dependent child(ren) insured for an amount of life insurance equal to \$10,000, provided the amount elected does not exceed 50% of Your amount of life insurance. Each eligible Dependent child must have the same amount of insurance.

Provided You have elected some amount of life insurance for Your Dependent child(ren), the amount of accidental death and dismemberment (AD&D) insurance for Your Dependent child(ren) is equal to the amount of life insurance for Your Dependent child(ren).

The Guarantee Issue Amount for Your Spouse is 100% of Your elected amount of life insurance or \$50,000, whichever is less. The Guarantee Issue Amount for Your Dependent child(ren) is 100% of Your elected amount of life insurance or \$10,000, whichever is less. If You have questions regarding the amount of insurance for Your Dependent(s), You may contact the Policyholder.

Benefit Reduction(s)

As You grow older, the amount of life and AD&D insurance for You and Your Spouse will be reduced according to the following schedule:

At the Age of:	The Original Amount of Insurance Will Reduce to:
65.....	65%
70.....	50%

FEATURE(S)

Annual Increase Option

You may submit a Written Request to increase the amount of insurance once a year, provided the new amount of insurance does not exceed the maximum benefit amount shown in the Schedule. You may increase Your amount of insurance by up to \$10,000, in increments as shown in the Schedule, subject to certain conditions.

Living Benefits

In the event You incur a Terminal Condition while insured under the Policy, You, Your Spouse or Your legal representative may submit a Written Request for an advance payment of part of Your life insurance death benefit. The maximum amount of Living Benefits available is 80% of the amount of life insurance for You in effect at the time of the request or \$250,000, whichever is less.

Additional Accidental Death and Dismemberment (AD&D) Benefit(s)

In addition to basic AD&D benefits, You are protected by the following benefit(s):

- Airbag
- Childcare
- Common Carrier
- Child Education
- Seat Belt
- Spouse Education

Continuation of Insurance for Layoff or Leave, Injury or Sickness, or Partial Disability

You may be able to continue insurance for You and Your Dependent(s) from the day You cease to be Actively Working, subject to certain conditions.

Continuation of Insurance for Total Disability with Waiver of Premium

You may be able to continue insurance for You from the day You cease to be Actively Working due to Your Total Disability, subject to certain conditions.

Portability

In the event Your insurance under the Policy ends, You have the right to continue receiving group life and accidental death and dismemberment insurance for You and/or Your Dependent(s), subject to certain conditions.

Conversion

If group life insurance ends or the benefit reduces, You or any of Your Dependent(s) may apply for an individual policy of life insurance, subject to certain conditions.

EXCLUSION(S)

We will not pay benefits for a death which results from suicide, while sane or insane, within two years from the date insurance begins (under the Policy or any Prior Plan). Instead, We will refund the total of the premiums paid for insurance under the Policy.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of insurance under the Policy, benefits in the amount of the increase will not be paid. Instead, We will refund the total of the premiums paid under the Policy for said increase in insurance.

Several exclusions apply to the accidental death and dismemberment (AD&D) benefits as described in the Certificate.

GROUP TERM LIFE CERTIFICATE SUMMARY



This summary describes the terms and conditions of the Policy. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate, available from the Policyholder. The capitalization of a term not normally capitalized according to standard punctuation rules indicates a word or phrase that is a defined term in the Certificate. A person is not necessarily entitled to insurance because he or she received this summary. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Policy. This summary was published on January 16, 2015.

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Policy Effective Date: January 1, 2015
Policy Number: GLUG-AVQY
Class(es): All Eligible Employees
Policy Anniversary: January 1
Group Number: G000AVQY

ELIGIBILITY

You (the Employee) must be performing the normal duties of Your regular job for the Policyholder on a regular and continuous basis 30 or more hours each week to be eligible for insurance.

An Employee who is not eligible for insurance under the Policy on the Policy Effective Date, or an Employee who is hired after the Policy Effective Date, becomes eligible for insurance under the Policy on the day following completion of an Eligibility Waiting Period of 60 days.

BENEFIT AMOUNT(S)

Insurance for You (The Employee)

Your amount of life insurance is \$15,000.

Your amount of accidental death and dismemberment (AD&D) insurance is equal to Your amount of life insurance.

If You have questions regarding the amount of Your insurance, You may contact the Policyholder.

Benefit Reduction(s)

As You grow older, the amount of life and AD&D insurance for You will be reduced according to the following schedule:

At the Age of:	The Original Amount of Insurance Will Reduce to:
65.....	65%
70.....	50%

FEATURE(S)

Living Benefits

In the event You incur a Terminal Condition while insured under the Policy, You, Your Spouse or Your legal representative may submit a Written Request for an advance payment of part of Your life insurance death benefit. The maximum amount of Living Benefits available is 80% of the amount of life insurance for You in effect at the time of the request or \$12,000, whichever is less.

Additional Accidental Death and Dismemberment (AD&D) Benefit(s)

In addition to basic AD&D benefits, You are protected by the following benefit(s):

- Airbag
- Common Carrier
- Seat Belt
- Childcare
- Child Education
- Spouse Education

Continuation of Insurance for Layoff or Leave, Injury or Sickness, or Partial Disability

You may be able to continue insurance from the day You cease to be Actively Working, subject to certain conditions.

Continuation of Insurance for Total Disability with Waiver of Premium

You may be able to continue insurance for You from the day You cease to be Actively Working due to Your Total Disability, subject to certain conditions.

Conversion

If group life insurance ends or the benefit reduces, You may apply for an individual policy of life insurance, subject to certain conditions.

EXCLUSION(S)

Several exclusions apply to the accidental death and dismemberment (AD&D) benefits as described in the Certificate.



Delta Dental Program Highlights

For Employees of

City of Pryor Creek (City)

Delta Dental PPO – Plus Premier

This brochure provides a brief description of the most important features of your group dental benefits program. If you have more specific questions regarding your benefits, please contact Delta Dental of Oklahoma's customer service department at **405-607-2100** or toll free at **800-522-0188**.

DENTAL BENEFITS

Group Number – 3215

Dental Expense Benefits payable under the Plan for a Plan Participant, or for Covered Dependents, for Eligible Expenses not otherwise limited or excluded, shall be paid in accordance with the benefit provisions of the Plan and under the Schedule of Benefits as follows:

SCHEDULE OF BENEFITS	
Percentage Payable of Covered/Allowable Dental Services	
Class I Diagnostic and Preventive Services	100%
Class II Basic Restorative Services, Endodontics, Periodontics & Oral Surgery	80%
Class III Major Restorative Services (Crowns, dentures, implants, etc.)	50%
Class IV Orthodontic Services - available to dependent children under 26	50%
Maximum and Deductible Amounts	
Annual Maximum Benefit Per Person – Classes I, II, & III	\$1,500
Lifetime Maximum Benefit Payment Per Child (Class IV)	\$1,000
Annual Dental Deductible Per Person/Family – Classes II & III	\$25/\$75
Annual Maximum Benefit and Deductible Accumulation Period	January 1 – December 31 each year

Note: Benefits paid by the Plan for covered oral evaluations and routine prophylaxis (cleanings) will not reduce your Benefit Year Maximum Benefit for combined Class I, Class II, and Class III covered dental services.

Note: Eligible dependent children can be covered to age 26.

The information contained herein is not intended as a Summary Plan Description nor is it designed to serve as Evidence of Coverage for this program. Some benefits are subject to limitations, such as age of patient, frequency of procedure, etc., or exclusions.

If you have specific questions, please call 405-607-2100 (within Oklahoma City metropolitan area) or 1-800-522-0188 (toll-free) if outside the Oklahoma City metropolitan area. You may also write to Delta Dental of Oklahoma at P.O. Box 54709, Oklahoma City, Oklahoma 73154-1709.

Under your dental benefits program, you may go to any properly licensed dentist. However, it is to your advantage to go to a Delta Dental participating dentist because typically, your out-of-pocket expenses will be lower. For example, payment of a covered Class II dental service is illustrated below. *The illustration assumes the annual deductible has been satisfied.*

Delta Dental PPO Participating Dentist		Delta Dental Premier Participating Dentist		Non-Participating Dentist (Out-Of-Networks)	
Dentist Charge	\$100	Dentist Charge	\$100	Dentist Charge	\$100
PPO Maximum Allowable	\$70	Premier Maximum Allowable	\$85	Prevailing Fee	\$75
Plan Pays (80% of Delta Dental PPO Allowable)	\$56	Plan Pays (80% of Delta Dental Premier Allowable)	\$68	Plan Pays (80% of Prevailing Fee)	\$60
You Pay*	\$14	You Pay*	\$17	You Pay*	\$40
*20% of Delta Dental PPO Allowable		*20% of Delta Dental Premier Allowable		*Balance of the Dentist Charge	

Using Your Dental Program

To use your program, call the dental office of your choice and make an appointment. During your first appointment, be sure to provide your dentist with the following information:

- Your group number – **3215**
- The *employee's* social security number

Your Dental Program Allows You To:

- Change dentists at any time without pre-approval.
- Go to a specialist of your choice without pre-approval.
- Select a different dentist for each member of your family.
- Receive dental care anywhere in the world.

Finding a Delta Dental Participating Dentist

Two-thirds of the nation's practicing dentists are Delta Dental participating dentists. To find a participating dentist, ask your dentist if he or she is a Delta Dental participating dentist; refer to Delta Dental's National Dentist Directory on the Internet at www.DeltaDentalOK.org; or call Delta Dental's customer service department at **405-607-2100**, or toll-free at **1-800-522-0188**.

Benefit Payment Procedure

Delta Dental pays participating dentists directly. You are responsible only for any co-payment percentages, deductible amounts, charges for non-covered dental services, and amounts in excess of your annual maximum benefit. A Delta Dental participating dentist cannot charge you for amounts payable by Delta Dental. If you obtain treatment from a nonparticipating dentist, you may have to pay the entire bill in advance. Delta Dental will reimburse you directly, or other participant or beneficiary if required by law, up to the maximum allowable under your program.

The Advantage of Predetermination

If you are scheduled to have dental work done that will cost more than \$250, your dentist can request a predetermination of benefits by Delta Dental to provide you with an idea of whether the proposed treatment is covered under your program, approximately how much the dental service will cost, and your estimated share of the cost.

Filing Your Claim

A Delta Dental participating dentist will file your claim at no charge. If needed, a printable claim form may be obtained on Delta Dental of Oklahoma's Internet website at www.DeltaDentalOK.org. Completed claim forms should be submitted to the address below.

Delta Dental of Oklahoma
 Claims Processing Center
 P.O. Box 548809
 Oklahoma City, OK 73154-8809

GROUP VOLUNTARY LONG-TERM DISABILITY CERTIFICATE SUMMARY



This summary describes some of the terms and conditions of the Policy. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate, available from the Policyholder. A person is not necessarily entitled to insurance because he or she received this summary. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Policy. This summary was published on January 16, 2015.

POLICY INFORMATION

Policyholder:	City of Pryor Creek and Municipal Utility Board
Policy Effective Date:	January 1, 2015
Policy Anniversary:	January 1
Policy Number:	GUPR-AVQY
Group Number:	G000AVQY
Classification:	All Eligible Employees of City of Pryor Creek
Minimum Work Hours Required:	30 hours per week
Eligibility Present Waiting Period:	60 days
Eligibility Future Waiting Period:	60 days
Elimination Period:	The later of: <ul style="list-style-type: none"> a) 180 calendar days; or b) the date Your short-term Disability ends.

BENEFITS

Monthly Benefit Percentage:	60%	
Maximum Monthly Benefit:	\$5,000	
Minimum Monthly Benefit:	\$50	
Maximum Benefit Period:	Age at Disability	Maximum Benefit Period
	61 or less.....	to age 65, Your SSNRA, or 3 years and 6 months, whichever is longest;
	62.....	Your SSNRA, or 3 years and 6 months, whichever is longer;
	63.....	Your SSNRA, or 3 years, whichever is longer;
	64.....	Your SSNRA, or 2 years and 6 months, whichever is longer;
	65.....	2 years;
	66.....	1 year and 9 months;
	67.....	1 year and 6 months;
	68.....	1 year and 3 months;
	69 or older.....	1 year.
Own Occupation Definition:	2 years	
Survivor Benefit:	3 months	
Vocational Rehabilitation Benefit:	5%	

LIMITATIONS/EXCLUSIONS

Alcohol/Drug Abuse/Substance Abuse Limitation:	24 months
Mental Disorder Limitation:	24 months
Self-Reported Symptoms Limitation:	24 months
Pre-existing Condition Exclusion:	12/12



INVOICE

FIBER INTERACTIVE TECHNOLOGIES
 ADVANCED TECHNOLOGY – HOMETOWN SERVICE

INVOICE # 150927-002
 DATE: SEPTEMBER 29, 2015

24 SOUTH ADAIR STREET PRYOR, OK 74361
 PHONE (918) 947-9473
 PHILIP@FIBERINTERACTIVE.NET

CUSTOMER JIMMY TRAMEL
 CITY OF PRYOR
 12 NORTH ROWE
 PRYOR, OK 74361
 (918) 825-0888

REMIT PHILIP FLOCK
 TO FIBER INTERACTIVE TECHNOLOGIES
 24 SOUTH ADAIR
 PRYOR, OK 74361
 (918) 947-9473
 CUSTOMER ID PRYOR WI-FI

Recommendation 2 Balance of 9th Street to Rec Center and 9th Street to 17th Street on Elliott and Centennial Park and Lincoln School

Lincoln and Centennial Park	Distance
Willow to Elliott	626
Willow to Gazebo	403
Elliott to Lincoln School	210

9th Sreet and Elliott	
9th Street from Vann to Rec Center	4328
9th and Veyda to Willow Road and 17th	2596
Veyda to Elliott for 14th, 12th, and 10th	2019

Wilkerson Drive Wireless Backhaul			
Bid Price - Aerial	8943	\$ 5.00	\$ 44,715.00
Bid Price - Burial	1239	\$ 12.00	\$ 14,868.00
Outside Plant			\$ 59,583.00

Hardware	Qty	Cost	Extended Price
Access Points	16	1250 \$	20,000.00
Transceiver -AP	16	431.25 \$	6,900.00
Enclosure	16	408.75 \$	6,540.00
Bracket	16	12.50 \$	200.00
Outdoor Cable	16	8.01 \$	128.20
Indoor Cable	32	1.84 \$	58.80
Antenna - Omni	16	185.59 \$	2,969.40

Antenna - Directional	2	89.38	\$	178.75
Switch	16	151.69	\$	2,427.00
Transceiver -DC	16	118.75	\$	1,900.00
Rugged Transceiver Power Supply	16	13.64	\$	218.20
SFPs	32	50.00	\$	1,600.00
Fiber Jumpers (Data Center)	16	14.69	\$	235.00
Splicing Enclosure	7	500	\$	3,500.00
Installation (Access Points)	16	600	\$	9,600.00
Installation (Data Center)	1	3500	\$	3,500.00
Hardware Cost			\$	59,955.35
Total Invoice			\$	119,538.35