

**MINUTES
ORDINANCE AND INSURANCE COMMITTEE
SPECIAL MEETING
MONDAY, NOVEMBER 4TH, 2019
5:30 P.M.**

THE ORDINANCE AND INSURANCE COMMITTEE MET IN SPECIAL SESSION IN THE COUNCIL CHAMBER, 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE DATE AND TIME.

COMMITTEE MEMBERS: ** JILL SHERMAN, CHOYA SHROPSHIRE, DENNIS NANCE, STEVE SMITH (ALTERNATE)

1. CALL MEETING TO ORDER.

The meeting was called to order by Jill Sherman at 5:30 p.m. Committee members present: Jill Sherman, Choya Shropshire and Dennis Nance. Members absent: none.

Others present: Assistant Police Chief James Willyard, Animal Control Officers Maria Harges and Rebecca Sams, Kathy LaValley, Kimmie Shropshire and Lindsey Johnson.

2. DISCUSS, POSSIBLY APPROVE MINUTES OF THE JULY 8TH, 2019 SPECIAL MEETING.

Motion was made by Shropshire, second by Sherman to approve minutes of the July 8th, 2019 Special Meeting. Voting yes: Sherman and Shropshire. Abstaining, counting as a no vote: Nance. Voting no: none.

3. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 7 PROVIDING FOR FEES CHARGED FOR SURRENDERED ANIMALS AND IMPOUNDED ANIMALS; CLARIFYING TIME PERIODS OF THE CODE PROVISION; RE-LETTERING PARAGRAPHS; AND PROVIDING FINANCIAL ASSISTANCE FOR SPAYING AND NEUTERING OF REDEEMED ANIMALS TO GOVERNMENT SUBSIDIZED HOUSEHOLD; AND PROVIDING FOR REPEALER AND SEVERABILITY.

Motion was made by Shropshire, second by Nance to recommend Council action to approve an ordinance amending Title 5, Chapter 3, Section 7 providing for fees charged for surrendered animals and impounded animals; clarifying time periods of the code provision; re-lettering paragraphs; and providing financial assistance for spaying and neutering of redeemed animals to government subsidized household; and providing for repealer and severability. Willyard and Kathy LaValley spoke to the reasons for this ordinance.

All voted yes.

4. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING A RESOLUTION OF CITY COUNCIL FOR PRYOR CREEK, OKLAHOMA REVISING AND ESTABLISHING FEES TO BE ASSESSED AND SET FORTH IN CITY CODE BOOK "APPENDIX A" REGARDING SURRENDERED AND IMPOUNDED ANIMALS UNDER TITLE 5, CHAPTER 3 OF THE CITY CODE.

Motion was made by Nance, second by Shropshire to recommend Council action regarding a resolution of City Council for Pryor Creek, Oklahoma revising and establishing fees to be assessed and set forth in City Code book "Appendix A" regarding surrendered and impounded animals under Title 5, Chapter 3 Of the City Code. All voted yes.

5. DISCUSS HOTEL / MOTEL ORDINANCE (ORD. 98-4, 5-19-1998).

No action.

6. SCHEDULE NEXT MEETING.

Next meeting was scheduled for Tuesday, November 12th, 2019 at 5:00 p.m.

7. ADJOURN.

Motion was made by Shropshire, second by Nance to adjourn. All voted yes.

**MINUTES
ORDINANCE AND INSURANCE COMMITTEE
SPECIAL MEETING
TUESDAY, NOVEMBER 12TH, 2019
5:00 P.M.**

THE ORDINANCE AND INSURANCE COMMITTEE MET IN SPECIAL SESSION IN THE COUNCIL CHAMBER, 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE DATE AND TIME.

COMMITTEE MEMBERS: ** JILL SHERMAN, CHOYA SHROPSHIRE, DENNIS NANCE, STEVE SMITH (ALTERNATE)

1. CALL MEETING TO ORDER.

The meeting was called to order by Jill Sherman at 5:00 p.m. Committee members present: Jill Sherman, Choya Shropshire and Dennis Nance. Members absent: none.

Others present: Assistant Police Chief James Willyard, Animal Control Officers Maria Harges and Rebecca Sams, Kathy LaValley, Kimmie Shropshire, Jackie King and Terry Aylward.

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

No action. Action was taken at last meeting.

2. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING A RESOLUTION OF CITY COUNCIL FOR PRYOR CREEK, OKLAHOMA REVISING AND ESTABLISHING FEES TO BE ASSESSED AND SET FORTH IN CITY CODE BOOK "APPENDIX A" REGARDING SURRENDERED AND IMPOUNDED ANIMALS UNDER TITLE 5 CHAPTER 3 OF THE CITY CODE.

Motion was made by Shropshire, second by Nance to recommend Council action to approve a resolution of City Council for Pryor Creek, Oklahoma revising and establishing fees to be assessed and set forth in city code book "Appendix A" regarding surrendered and impounded animals under Title 5 Chapter 3 of the city code.

Willyard explained that the fee is currently \$20 and will go up to \$30 for residents and \$40 for non-residents.

All voted yes.

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

Motion was made by Nance, second by Shropshire to recommend Council action to approve an ordinance amending Title 5, Chapter 3, Section 8 limiting the number of dogs and cats kept or maintained at premises and providing specific exceptions; and providing for repealer and severability.

Willyard recommends that no action be taken on the first part of the ordinance regarding swine and livestock, and just focus on dogs and cats, limiting the number allowed to two of each. If the limit is exceeded, owners may receive a citation. Officers involved will make that decision. Officer Sams stated that they will work with the owners as well as they can.

Households with more than the new limit of dogs and cats will need to be able to show some type of proof that they had them before the effective date of this ordinance.

All voted yes.

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

Motion was made by Shropshire, second by Nance to recommend Council action regarding an ordinance amending Title 5, Chapter 3 by the addition of a new section to be codified in Title 5, Chapter 3, as Section 16 requiring the spay and neuter of dogs and cats; providing for exceptions from the requirement of spay and neuter of dogs and cats; providing for "Intact Permits"; providing for revocation or nonrenewal of permits; prescribing offenses and setting forth penalties for violations of spay and neuter requirements related to dogs and cats; and providing for repealer and severability.

Willyard stated that the initial Intact Permit fee would be \$100, plus \$10 each year following.

All voted yes.

5. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 2 BY THE ADDITION OF A NEW SUBSECTION "H" REGARDING REQUIREMENT FOR STERILIZATION DOCUMENTATION OF DOGS AND CATS AS PART OF REGISTRATION PROCESS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

Motion was made by Shropshire, second by Nance to recommend Council action to approve an ordinance amending Title 5, Chapter 3, Section 2 by the addition of a new subsection "H" regarding requirement for sterilization documentation of dogs and cats as part of registration process; and providing for repealer and severability.

Citizen Jackie King spoke regarding her concerns with limiting the number of dogs and being forced to spay or neuter, as she is a hobby breeder. Sams asked if medical condition was considered an exemption to spay or neuter. Willyard confirmed that a medical condition would be cause for an exemption.

All voted yes.

6. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING A RESOLUTION OF CITY COUNCIL FOR PRYOR CREEK, OKLAHOMA REVISING AND ESTABLISHING FEES TO BE ASSESSED AND SET FORTH IN CITY CODE BOOK "APPENDIX A" REGARDING DOG AND CAT REGISTRATION (MORE THAN 6 MONTHS) UNDER TITLE 5 CHAPTER 3 OF THE CITY CODE TO \$5.00 ANNUM.

Motion was made by Shropshire, second by Nance to recommend Council action regarding a resolution of City Council for Pryor Creek, Oklahoma revising and establishing fees to be assessed and set forth in city code book "Appendix A" regarding dog and cat registration (more than 6 months) under Title 5 Chapter 3 of the city code to \$5.00 annum.

Willyard requested everything else be stricken and the leave the \$5 dog and cat registration.

All voted yes.

7. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING A RESOLUTION OF CITY COUNCIL FOR PRYOR CREEK, OKLAHOMA REVISING AND ESTABLISHING FEES TO BE ASSESSED

**AND SET FORTH IN CITY CODE BOOK "APPENDIX A" REGARDING SURRENDERED AND
IMPOUNDED ANIMALS UNDER TITLE 5 CHAPTER 3 OF THE CITY CODE.**

No action. Duplicate of Item 2.

8. SCHEDULE NEXT MEETING.

No action.

9. ADJOURN.

Motion was made by Nance, second by Shropshire to adjourn at 5:33 p.m. All voted yes.

CONSULTANT SERVICES AGREEMENT

THIS **CONSULTANT SERVICES AGREEMENT** (this "Agreement"), effective March 1, 2020 (the "Effective Date"), is made by and between **CITY OF PRYOR CREEK** ("City"), and the Pryor office of **BROWN & BROWN OF OKLAHOMA, INC.**, ("Consultant").

Background

City wishes to retain Consultant to perform certain specified advisory services as described in this Agreement. Consultant wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Consultant is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Consultant by the City, Consultant will provide services to the City as an insurance consultant. City acknowledges that Consultant, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. City expressly consents to such relationship, if applicable, in the rendition of services by Consultant under this Agreement.

3. **Consultant Services.** Consultant, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"). **Nothing in this Agreement shall be construed to impose any obligations on Consultant, or limitations on Consultant's compensation, relative to services other than as specifically delineated above.**

4. **City Responsibilities.** In consideration of the Services provided by Consultant, City agrees as follows:

(a) City shall cooperate fully with Consultant and the insurance companies with whom Consultant solicits in the performance of Consultant's obligations under this Agreement.

(b) City shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the

request of Consultant. City further agrees to provide Consultant with notice of any material changes in City's business operations, risk exposures or in any other material information provided under this Agreement. In addition, City shall carefully read each insurance policy issued to City in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. City is responsible for recommending any changes to insurance policies issued to City.

5. **Compensation.** In consideration of the Services, City shall compensate Consultant as set forth in Schedule B (the "Consultant Services Fee"). With regard to the Consultant Services Fee, City and Consultant acknowledge and agree as follows:

(a) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by City upon request.

(b) City acknowledges and agrees that the Consultant Services Fee is reasonable in relation to the Services to be provided by Consultant hereunder.

6. **Confidentiality.** To the extent consistent with performances of Consultant's duties under this Agreement, Consultant and City agree to hold in confidence Confidential Information (defined below). City acknowledges, however, that Consultant will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on

paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Consultant or City become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. Termination.

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, City may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Consultant's insurance license in the State of Oklahoma if not cured by Consultant within sixty (60)

days following such suspension or termination; (ii) Consultant's participation in any fraud; or (iii) Consultant's material failure to properly perform its duties and responsibilities hereunder because of Consultant's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Consultant may terminate this Agreement upon the happening of any one of the following causes: (i) City's failure to pay any Consultant Services Fee more than five (5) days after such payment is due; (ii) City's participation in any fraud; or (iii) City's material failure to properly perform its duties and responsibilities hereunder because of City's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release City from any accrued obligation to pay any sum to Consultant (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to City:

City of Pryor Creek
12 N. Rowe Street
Pryor, Oklahoma 74361
Attn: Larry Lees
Email: leesl@pryorcreek.org

If to Consultant:

Brown & Brown of Oklahoma, Inc.
208 N. Mill
Pryor, Oklahoma 74361
Attn: Tommy Harvey
Email: tharvey@bb-ok.com

With a copy to:

Brown & Brown, Inc.
220 S. Ridgewood Avenue
Daytona Beach, FL 32114
Attn: General Counsel

or such other address as either shall give to the other in writing for this purpose.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **Oklahoma Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Mayes County, Oklahoma.

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of City and Consultant by their respective duly authorized representatives.

[Remainder of page intentionally left blank – Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY:

CONSULTANT:

City of Pryor Creek
an Oklahoma municipality

Brown & Brown of Oklahoma, Inc.
an Oklahoma corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE A

CONSULTANT SERVICES

Subject to the terms of this Consultant Services Agreement, Consultant shall provide the Services listed below, but only in relation to the following Lines of Insurance: (a) Medical; (b) Prescription; (c) Dental; (d) Vision; (e) Life and AD&D; (f) Voluntary Life and AD&D; Short-Term Disability and AFLAC Worksite Benefits.

Services are as follows:

A. Strategic Review & Development

1. Consultant provides two designated representatives, Jennifer Brittain and Jimmie Gentry to perform the Consulting Services. Representatives will not be changed without City of Pryor Creek's approval.
2. Work with City of Pryor Creek to create short- and long-term benefits strategy which aligns with overall goals and objectives of employer.
3. Conduct annual and ongoing meetings to monitor and adjust strategic needs of the organization's benefits program.
4. Keep City of Pryor Creek abreast of changes in industry practices and evolving strategy trends in the life and disability industry and the local marketplace.
5. Assist in Merger & Acquisition process and/or other specialty projects or issues impacting the organization.

B. Analysis and Reporting

1. Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies.
3. Assist City of Pryor Creek in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
4. Provide, maintain and update benchmarking reports of other similar entities benefit plan offerings and costs to determine their competitiveness against the City of Pryor Creek's programs.
5. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
6. Be available to provide various types of reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trend, or experience reports.
7. Prepare and present reports on trends, new products and audits, as requested.

C. Liaison and Problem Intervention

1. Act as liaison between City of Pryor Creek and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution for City of Pryor Creek, including but not limited to escalated claims problems, billing questions, and other carrier issues.
3. Analyze all plan documents and summaries from insurance carriers and make recommendations.
4. Designated representatives will work together with City's HR Team to assist the HR Team in responding to employees' questions or claims' issues by providing representatives' cellular telephone number for access outside of normal business hours.
5. Consultant will assist City's HR Team to provide Cobra Administration Services.

D. Compliance

1. Assist with ongoing plan administration and ensure that programs are in compliance with Local, State, and Federal legislation.
2. Conduct periodic seminars and webinars on pertinent legislative topics.
3. Review SPDs and insurance contracts for City of Pryor Creek's specific plan provisions and language.
4. Assist with compliance questions and answers on topics regarding ERISA, COBRA, FMLA, etc.

5. Provide on-site training to City of Pryor Creek, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan.
6. Review and disseminate information to City of Pryor Creek HR on new or revised State and Federal legislation that impacts benefits programs.

E. Annual Renewal Process and Evaluation

1. Work with City of Pryor Creek to establish a strategy for benefits.
2. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee benefit plans.
3. Provide annual estimates of renewal rates and cost trends to assist City of Pryor Creek HR in preparation of budget figures.
4. Conduct thorough and applicable market research in preparation for contract renewals.
5. Represent City of Pryor Creek in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.
6. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
7. Review rate proposals to ensure underlying assumptions are appropriate and accurate for City of Pryor Creek
8. Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.
9. Attendance at, and assistance with, coordination of the annual Benefits Open Enrollment meetings.
10. Attendance at, and assistance with, coordination of monthly new hire enrollment meetings.

SCHEDULE B

COMPENSATION

Consultant Services Fee:

In consideration of the Services, City shall compensate Consultant in the amount of EIGHTEEN DOLLARS AND 00/100 PER EMPLOYEE PER MONTH ON THE MEDICAL PLAN (\$18.00 PEPM) (the "Consultant Services Fee"). The City shall provide Consultant with a monthly medical census report. The Consultant Services Fee shall be fully earned and payable on a monthly basis upon the City's receipt of the Consultant's monthly invoice.

ORDINANCE NO. 2020-_____

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

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

SECTION 1.

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

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

A. SPAY OR NEUTER REQUIRED:

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

B. EXCEPTIONS FROM SPAY OR NEUTER:

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

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

C. INTACT PERMIT:

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

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

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

D. REVOCATION OR NONRENEWAL OF INTACT PERMIT:

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

E. PERMIT RECORDS:

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

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

F. PENALTY:

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

SECTION 2. REPEALER.

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

SECTION 3 SEVERABILITY.

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

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

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2020

ORDINANCE NO. 2020-_____

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

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

SECTION 1.

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

5-3-7: IMPOUNDING; SHELTER:

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

B. Impounding Animals:

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

C. Authority Of Officials; Persons:

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

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

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

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

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

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

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

G. Sale Or Destruction:

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

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

~~I~~ H. Spaying Or Neutering:

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

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

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

STERILIZATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

Clerk of the City of Pryor Creek

Adopting Party

SECTION 2. REPEALER.

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

SECTION 3 SEVERABILITY.

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

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

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2020

ORDINANCE NO. 2020-_____

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

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

SECTION 1.

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

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

A. Fee Levied; Exception:

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

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

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

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

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

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

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

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

SECTION 2. REPEALER.

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

SECTION 3 SEVERABILITY.

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

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

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2020

ORDINANCE NO. 2020-_____

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

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

SECTION 1.

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

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

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

SECTION 2. REPEALER.

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

SECTION 3 SEVERABILITY.

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

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

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2020

ORDINANCE NO. 2020-_____

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

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

SECTION 1.

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

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

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

C. LIMITATION ON NUMBER OF DOGS OR CATS:

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

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

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

SECTION 2. REPEALER.

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

SECTION 3 SEVERABILITY.

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

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

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2020