



**CITY COUNCIL AGENDA
August 16, 2016**

**John Alberts, Mayor ~ Ward 2
Michael McEachern, Vice Mayor ~ Ward 4
Richard Russell, Council Member ~ Ward 1
Earline Smaistrla, Council Member ~ At-Large
Donna Yanda, Council Member ~ Ward 3
Jim Crosby, City Manager**

Yukon City Council / Yukon Municipal Authority Work Session
Centennial Building - 12 South 5th Street
August 16, 2016 – 6:00 p.m.

- 1. Discussion of Salazar property located at Highway 66 and Highway 4**
- 2. Discussion of lease for digital billboard**
- 3. Discussion of the Animal Control Facility**

City Council - Municipal Authority Agendas

August 16, 2016 - 7:00 p.m.
Council Chambers - Centennial Building
12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, August 15, 2016.

Invocation: Pastor Gary Reynolds, First Church of the Nazarene
Flag Salute:

Roll Call: John Alberts, Mayor
Michael McEachern, Vice Mayor
Richard Russell, Council Member
Earline Smaistrila, Council Member
Donna Yanda, Council Member

Presentations and Proclamations

Visitors

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

1A. YMA Consent Docket

This item is placed on the agenda so the Yukon Municipal Authority, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Authority Members, that item will be heard in regular order.

The City Manager recommends a motion to approve:

A) The minutes of the regular meeting of August 2, 2016

ACTION_____

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

This item is placed on the agenda so the City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Council Members, that item will be heard in regular order.

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of August 2, 2016**
- B) Payment of material claims in the amount of \$503,591.44**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) The renewal of the existing Compassionate Hands, Inc. Agreement, for the term of July 1, 2016 through June 30, 2017, in the monthly amount of \$1,000.00**
- E) The renewal of the Youth and Family Services Agreement, for the term of July 1, 2016 through June 30, 2017, in the quarterly amount of \$3,750.00**
- F) The renewal of the Prisoner Public Works Project contract with the Oklahoma Department of Corrections, for the assignment of Union City prisoners to Public Works projects, at a base cost of \$599.89 per month, through the date of June 30, 2017**
- G) Setting the date for the next regular Council meeting for September 6, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

ACTION _____

2. Reports of Boards, Commissions and City Officials

Public Hearing regarding declaration of the property at 508 Queensboro Place as a Public Nuisance
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- 3. Consideration, discussion and possible action to determine whether the property at 508 Queensboro Place, owned by Doris E. Devoll, Trustee; is a public nuisance and should be condemned, demolished and removed**

ACTION _____

- 4. Consider approving a Preliminary Plat for Salazar Residential, a part of the Southwest Quarter (SW/4), Section Sixteen (16), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, with conditions (405 N. Piedmont Road), as recommended by the Planning Commission**

ACTION _____

5. Consider approving Resolution 2016-10, a resolution of the City Council of the City of Yukon, Oklahoma adopting the Operating Budget for this Fiscal Year

ACTION_____

6. Consider approving a final plat for the Nava Addition, a subdivision in the Southeast Quarter (SE/4), Section Twenty (20), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, with conditions (920 S. 1st St. So.), as recommended by the Planning Commission

ACTION_____

7. Consider approving the Project Budget of \$575,734 (City of Yukon match \$115,147) for Association of Central Oklahoma Governments (ACOG) Transportation Alternatives Program (TAP) grant project, as recommended by the Development Services Director

ACTION_____

8. Consider approving an engineering contract funding agreement between the City of Yukon and the Oklahoma Department of Transportation for engineering services, in the amount of \$74,800.00 (City of Yukon match \$14,960.00) involving the City of Yukon Master Trails EC-1801, as recommended by the Development Services Director

ACTION_____

9. Consider entering into an agreement with Regroup Mass Notification, for public notification services, for a 3-year term beginning October 1, 2016, at a cost of \$12,500 annually, as recommended by the Information Technology Director

ACTION_____

10. Consider entering into an agreement with Mother Nature's in the amount of \$10,110.00 for pest and termite control in City Buildings for the period of July 1 2016 through July 1, 2017, as recommended by the Public Works Director

ACTION_____

11. New Business

12. Council Discussion

13. Adjournment

**Yukon Municipal Authority Minutes
August 2, 2016**

ROLL CALL: (Present) John Alberts, Chairman
 Michael McEachern, Vice Chairman
 Earline Smaistrla, Trustee
 Donna Yanda, Trustee
 (Absent) Richard Russell, Trustee

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

1A. YMA Consent Docket

This item is placed on the agenda so the Yukon Municipal Authority, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Authority Members, that item will be heard in regular order.

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of July 19, 2016**
- B) The minutes of the special meeting of July 21, 2016**
- C) Entering into a Facilities Construction and Utilization Agreement among Southwest Covenant Schools, Inc., Yukon Municipal Authority, a public trust, and the Yukon Athletic Foundation**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of July 19, 2016; minutes of the special meeting of July 21, 2016; Entering into a Facilities Construction and Utilization Agreement among Southwest Covenant Schools, Inc., Yukon Municipal Authority, a public trust, and the Yukon Athletic Foundation, was made by Trustee McEachern and seconded by Trustee Yanda.

The vote:

AYES: Yanda, Smaistrla, Alberts, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

2A. Consider approving a Budget Amendment for Fiscal Year 2017

The motion to approve a Budget Amendment for Fiscal Year 2017, was made by Trustee McEachern and seconded by Trustee Smaistrla.

Mr. Crosby stated these recommendations were made by Frank Crawford, Crawford & Associates, in order to make the budget more transparent. This will help to clarify the total budget number as well as how the money arrives in the budget and where it is transferred. The budget remains the same. This improves the accountability and transparency.

The vote:

AYES: Alberts, Yanda, McEachern, Smaistrla

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

**Yukon City Council Minutes
August 2, 2016**

The Yukon City Council met in regular session on August 2, 2016 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Pastor Thomas Buckley, Judah Worship Ministries
The flag salute was given in unison.

ROLL CALL: (Present) John Alberts, Mayor
 Michael McEachern, Vice Mayor
 Earline Smaistrla, Council Member
 Donna Yanda, Council Member
 (Absent) Richard Russell, Council Member

OTHERS PRESENT:

Jim Crosby, City Manager	Mike Segler, City Attorney
Tammy DeSpain, Asst. City Manager	Doug Shivers, City Clerk
Robbie Williams, Triad	John Brown, Police
Gary Cooper, IT Director	Philip Merry, City Treasurer
Dana Deckard, Executive Admin. Assist.	Bill Stover, Sanitation Sup.
Arnold Adams, Public Works Director	Jan Scott, Parks & Rec Director

Presentations and Proclamations

None

Visitors

None

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

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The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of July 19, 2016; minutes of the special meeting of July 21, 2016; Entering into a Facilities Construction and Utilization Agreement among Southwest Covenant Schools, Inc., Yukon Municipal Authority, a public trust, and the Yukon Athletic Foundation, was made by Trustee McEachern and seconded by Trustee Yanda.

The vote:

AYES: Yanda, Smaistrla, Alberts, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

2A. Consider approving a Budget Amendment for Fiscal Year 2017

The motion to approve a Budget Amendment for Fiscal Year 2017, was made by Trustee McEachern and seconded by Trustee Smaistrila.

Mr. Crosby stated these recommendations were made by Frank Crawford, Crawford & Associates, in order to make the budget more transparent. This will help to clarify the total budget number as well as how the money arrives in the budget and where it is transferred. The budget remains the same. This improves the accountability and transparency.

The vote:

AYES: Alberts, Yanda, McEachern, Smaistrila

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

This item is placed on the agenda so the City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Council Members, that item will be heard in regular order.

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of July 19, 2016**
- B) Payment of material claims in the amount of \$782,667.02**
- C) Entering into a Facilities Construction and Utilization Agreement among Southwest Covenant Schools, Inc., Yukon Municipal Authority, a public trust, and the Yukon Athletic Foundation**
- D) The renewal of the existing Yukon Sharing Ministry, Inc. Agreement, for the term of July 1, 2016 through June 30, 2017, in the amount of \$325.00**
- E) The renewal of the Sister Cities International Agreement, for the term of July 1, 2016 through June 30, 2017, in the amount of \$425.00**
- F) Setting the date for the next regular Council meeting for August 16, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of July 19, 2016; payment of material claims in the amount of \$782,667.02; Entering into a Facilities Construction and Utilization Agreement among Southwest Covenant Schools, Inc., Yukon Municipal Authority, a public trust, and the Yukon Athletic Foundation; The renewal of the existing Yukon Sharing Ministry, Inc. Agreement, for the term of July 1, 2016 through June 30, 2017, in the amount of \$325.00; The renewal of the Sister Cities International Agreement, for the term of July 1, 2016 through June 30, 2017, in the amount of \$425.00; and setting the date for the next regular Council meeting for August 16, 2016, 7:00 p.m. in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member McEachern and seconded by Council Member Smaistrila.

The vote:

AYES: McEachern, Alberts, Smaistrila, Yanda

NAYS: None

VOTE: 4-0

MOTION CARRIED

2. Reports of Boards, Commissions and City Officials - None

3. **Consider approving a debt authorization request by the Spanish Cove Housing Authority for the first stage of a two-staged plan for acquisition, design, construction, equipping and/or renovation of facilities for use by the Spanish Cove Housing Authority or its designee through issuance of tax-exempt and/or taxable revenue bonds or notes in an amount not to exceed \$20,000,000.00**

The motion to approve a debt authorization request by the Spanish Cove Housing Authority for the first stage of a two-staged plan for acquisition, design, construction, equipping and/or renovation of facilities for use by the Spanish Cove Housing Authority or its designee through issuance of tax-exempt and/or taxable revenue bonds or notes in an amount not to exceed \$20,000,000.00, was made by Council Member McEachern and seconded by Council Member Yanda.

Council Member Yanda stated that Spanish Cove is an excellent community with an outstanding reputation. It is imperative that this project move forward to serve the residents and the future of Spanish Cove.

The vote:

AYES: Alberts, Smaistrila, Yanda, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

4. **Consider approving a Budget Amendment for Fiscal Year 2017**

The motion to approve a Budget Amendment for Fiscal Year 2017, was made by Council Member McEachern and seconded by Council Member Yanda.

The vote:

AYES: Smaistrila, McEachern, Yanda, Alberts

NAYS: None

VOTE: 4-0

MOTION CARRIED

5. **Consider approving Resolution 2016-07, a Resolution of the City of Yukon casting a vote for trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring term of trustee representing District 6**

The motion to approve Resolution 2016-07, a Resolution of the City of Yukon casting a vote for trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring term of trustee representing District 6, was made by Council Member McEachern and seconded by Council Member Smaistrila.

Council Member McEachern clarified the City of Yukon's vote will be for Mr. Shugart.

The vote:

AYES: Yanda, McEachern, Alberts, Smaistrila

NAYS: None

VOTE: 4-0

MOTION CARRIED

6. Consider approving Resolution 2016-08, a Resolution supporting continued participation in the Main Street Program

The motion to approve Resolution 2016-08, a Resolution supporting continued participation in the Main Street Program, was made by Council Member McEachern and seconded by Council Member Yanda.

The vote:

AYES: Alberts, Yanda, Smaistrla, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

7. Consider approving a Communications System Agreement between Legacy Inmate Communications (Legacy Long Distance International) and the City of Yukon for various inmate communication services, and operator assisted telecommunications services, as recommended by the Information Technology Director

The motion to approve a Communications System Agreement between Legacy Inmate Communications (Legacy Long Distance International) and the City of Yukon for various inmate communication services, and operator assisted telecommunications services, as recommended by the Information Technology Director, was made by Council Member Yanda and seconded by Council Member McEachern.

The vote:

AYES: Smaistrla, Alberts, McEachern, Yanda

NAYS: None

VOTE: 4-0

MOTION CARRIED

8. Consider approving a final plat for West End Pointe, Phase II, Section 3, a tract of land lying in the Southwest Quarter (SW/4) of section Twenty-Nine (29), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, with conditions (1609 West End Pointe Dr.), as recommended by the Planning Commission

The motion to approve a final plat for West End Pointe, Phase II, Section 3, a tract of land lying in the Southwest Quarter (SW/4) of section Twenty-Nine (29), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, with conditions (1609 West End Pointe Dr.), as recommended by the Planning Commission, was made by Council Member Yanda and seconded by Council Member Smaistrla.

The vote:

AYES: McEachern, Smaistrla, Alberts, Yanda

NAYS: None

VOTE: 4-0

MOTION CARRIED

9. Consider approving a Re-Plat of the Preliminary Plat of Lot One (1), Block Two (2), West End Pointe, Section 2 addition, a tract of land lying in and being a part of the Southwest Quarter (SW/4) of Section Twenty-Nine (29), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, with conditions (1551 Garth Brooks Blvd.), as recommended by the Planning Commission

The motion to approve a Re-Plat of the Preliminary Plat of Lot One (1), Block Two (2), West End Pointe, Section 2 addition, a tract of land lying in and being a part of the Southwest Quarter (SW/4) of Section Twenty-Nine (29), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, with conditions (1551 Garth Brooks Blvd.), as recommended by the Planning Commission, was made by Council Member Smaistrla and seconded by Council Member Yanda.

The vote:

AYES: McEachern, Alberts, Yanda, Smaistrla

NAYS: None

VOTE: 4-0

MOTION CARRIED

10. Consider a motion to accept and approve the Permanent Easement for Waterlines and Water Wells located in Oklahoma City city limits; Well No. 2 Site, Electrical Easement to Serve Well No. 2 Site, Well No. 3 Site, Electrical Easement to Serve Well No. 3 Site, Water Line No. 1, Water Line No. 2 and Water Line No. 3 on HL Campus LLC property, located at Southwest 29th St. and MacArthur Ave South to State Hwy 152, as recommended by the Development Services Director

The motion to accept and approve the Permanent Easement for Waterlines and Water Wells located in Oklahoma City city limits; Well No. 2 Site, Electrical Easement to Serve Well No. 2 Site, Well No. 3 Site, Electrical Easement to Serve Well No. 3 Site, Water Line No. 1, Water Line No. 2 and Water Line No. 3 on HL Campus LLC property, located at Southwest 29th St. and MacArthur Ave South to State Hwy 152, as recommended by the Development Services Director, was made by Council Member McEachern and seconded by Council Member Smaistrla.

The vote:

AYES: Yanda, Smaistrla, Alberts, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

11. **New Business** - There was no new business.

12. Council Discussion

Council Member McEachern is grateful for the project to move forward at Spanish Cove. Their future is bright. Thank you to all the police and fire.

Council Member Smaistrla congratulated Spanish Cove. We appreciate all the police and fire. Offer to buy their lunch if you see them in a restaurant. We are very blessed.

Council Member Yanda is very excited for Spanish Cove and ready to see the work begin.

Mayor Alberts congratulated Spanish Cove and is anxious to see it start. It will serve the residents well. It is a shining star in the community. Congratulations to all in the community as Yukon was ranked sixth best community in the state. Yukon is a great place to be.

13. Adjournment

John Alberts, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND

01	General Fund Claims	\$	97,647.07
36	Sales Tax Claims		82,150.56
38	Hotel/Motel Tax Fund		2,436.75
46	Municipal Court		151.00
64	Special Revenue Fund		5,567.96
70	Water & Sewer Enterprise		224,368.13
71	Sanitation Enterprise		40,951.84
73	Storm Water Enterprise		758.48
74	Grant Fund		49,559.65
		\$	<u>503,591.44</u>

The above foregoing claims have been passed and approved
this 16th day of August 2016 by the Yukon City Council.

Doug Shivers, City Clerk

John Alberts, Mayor

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101		LEGISLATIVE				
17-67346	01-00101	City of Yukon (JPMC) ADM	FF Advertising	8/2016	Facebook 08/08/16	50.12
17-67373	01-06381	City of Yukon-Petty Cash	Filing fees - easement	8/2016	1406095	41.00
17-67243	01-07390	Crosslands A & A Rent-All	SRestroom Rental	3/2016	45761-7	375.00
17-67259	01-39580	The Piedmont-Surrey Gazette	Advertising	7/2016	OC2165	895.00
			Advertising	7/2016	PSG3336	895.00
17-67412	01-58100	Wheatley Segler Osby & Mill	Professional Services	7/2016	16905	188.12
17-67413	01-58110	Wheatley Segler Osby & Mill	Professional Services	7/2016	16905	6,712.77
17-67414	01-62200	Yukon Chamber of Commerce	Contract Srvcs-AU16	8/2016	10873	1,500.00
DEPARTMENT TOTAL:						10,657.01
DEPARTMENT: 102		ADMINSTRATION				
17-67117	01-00101	City of Yukon (JPMC) ADM	Travel Expenses-3CMA Conf	7/2016	SW Airlines 9QQTJM	355.96
17-67256	01-00101	City of Yukon (JPMC) ADM	CMAO Membership Renewal	8/2016	CMAO 2468	640.00
			CMAO Membership Renewal	8/2016	CMAO 8124	640.00
17-67312	01-00101	City of Yukon (JPMC) ADM	Office Supplies	8/2016	Staples 7160455695	145.52
17-67027	01-25000	The Journal Record	Annual Subscription	7/2016	07/26/16	189.00
17-67411	01-47660	Shred-it US JV LLC	Doc.destruction	8/2016	9411803602	13.07
DEPARTMENT TOTAL:						1,983.55
DEPARTMENT: 104		FINANCE				
			Doc.destruction	8/2016	9411803602	13.08
DEPARTMENT TOTAL:						13.08
DEPARTMENT: 106		FIRE DEPARTMENT				
17-67121	01-00105	City of Yukon (JPMC) FD	Sisk Retirement supplies	7/2016	Amazon 1626647	127.32
			Sisk Retirement supplies	7/2016	Amazon 7485003	23.96
			Sisk Retirement supplies	8/2016	Staples 33673	100.96
			Sisk Retirement supplies	8/2016	Staples 35188	36.52
17-67230	01-00105	City of Yukon (JPMC) FD	Fasplints	7/2016	MooreMedi 83066431	289.03
			Fasplints	7/2016	WaresDirect 701615	216.98
DEPARTMENT TOTAL:						794.77

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 107		POLICE DEPARTMENT				
17-66970	01-00111	City of Yukon (JPMC) PD	cleaning supplies	7/2016	Massco 20450804-1	414.99
17-66971	01-00111	City of Yukon (JPMC) PD	prisoner meals	7/2016	Wal-Mart 09264	8.52
			prisoner meals	8/2016	Wal-Mart 09408	176.16
17-67126	01-00111	City of Yukon (JPMC) PD	Wangsgard pants, belt	7/2016	LA Police 3054608	83.95
			Wangsgard pants, belt	7/2016	LA Police 3054608	22.99
17-67265	01-00111	City of Yukon (JPMC) PD	copy paper	8/2016	Staples 7160402210	389.90
17-67127	01-11640	EmbroidMe	Wangsgard shirts	8/2016	E 7703	163.92
17-67270	01-18240	Harrison-Orr Air Conditionigtrly maintenance		7/2016	73586	1,970.59
17-67240	01-30600	Lowe's Companies, Inc.	hose sprayers	8/2016	11402	45.48
			hose sprayers	8/2016	09263	56.88
			return hose sprayers	8/2016	17231	56.88-
17-66968	01-36720	OK Dept of Public Safety	OLETS user fee	8/2016	04-1700173	350.00
17-67313	01-57776	West Yukon Animal Hospita	vet services	8/2016	08/01/2016	111.00
DEPARTMENT TOTAL:						3,737.50
DEPARTMENT: 108		STREET DEPARTMENT				
17-67032	01-00180	City of Yukon (JPMC) PW	emulsion	8/2016	Vance Bros 79941	529.20
17-67172	01-00180	City of Yukon (JPMC) PW	blades	7/2016	Ace Hardwar 878108	59.50
17-67279	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50780685	61.37
17-67314	01-00180	City of Yukon (JPMC) PW	wipe offs	8/2016	CCP Indus 01737757	70.00
17-67339	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	8/2016	Clean 50781770	61.37
17-67382	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	8/2016	Clean 50782863	61.37
17-67251	01-09525	Dolese Bros. Company	3/8" rock	8/2016	AG16094374	254.15
17-67278	01-30600	Lowe's Companies, Inc.	wasp spray	8/2016	02913A	9.00
17-67394	01-30600	Lowe's Companies, Inc.	duct tape	8/2016	02955	23.65
17-67129	01-30680	Luther Sign Company	street signs	7/2016	10760	139.78
DEPARTMENT TOTAL:						1,269.39
DEPARTMENT: 109		MUNICIPAL COURT				
17-67247	01-00106	City of Yukon (JPMC) CRT	Postage	7/2016	USPS 912	12.94
17-67362	01-00106	City of Yukon (JPMC) CRT	Certified Mail	8/2016	USPS 469	6.47
17-67363	01-00106	City of Yukon (JPMC) CRT	Receipt Books	8/2016	Staples 7160702877	69.98
17-67361	01-58115	Wheatley Segler Osby & MillMunProsecution-Jul16		8/2016	16924	1,276.50
DEPARTMENT TOTAL:						1,365.89

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 111		TECHNOLOGY				
17-67252	01-00123	City of Yukon (JPMC)	TECH Replacement Monitor	7/2016	B&H Pho 1040261128	223.65
17-67254	01-00123	City of Yukon (JPMC)	TECH AT&T Phone Service	7/2016	ATT 07/21/16	631.98
17-67280	01-00123	City of Yukon (JPMC)	TECH 2 - NEC Projectors	8/2016	CDW-G DWQ6045	2,890.00
17-67286	01-00123	City of Yukon (JPMC)	TECH Matte Black Ink	8/2016	CDW-G DWF2571	61.98
			Chromatic Red Ink	8/2016	CDW-G DWF2571	273.78
			950XL High Yield	8/2016	CDW-G DWF2571	35.71
17-67303	01-00123	City of Yukon (JPMC)	TECH Copier Rental & Copy Fees	8/2016	Superior Off 11994	2,118.69
			Copier Rental & Copy Fees	8/2016	Superior Off 11995	1,387.47
17-67330	01-00123	City of Yukon (JPMC)	TECH July 2016 Auction Fees	7/2016	Public Surp 730096	133.00
17-67331	01-00123	City of Yukon (JPMC)	TECH FLAL250V Fuses	8/2016	Amazon 6617037	10.27
17-67384	01-05490	CDW Government Inc.	Barracuda Maintenance	8/2016	CDW-G DXS0272	2,130.00
17-67285	01-06710	Coast To Coast Computer	ProToner	8/2016	1521463	819.00
17-67360	01-06710	Coast To Coast Computer	ProPrinter Toner	8/2016	1523976	623.00
17-67167	01-18230	Harris Corporation	PSPC Replacement Microphone	8/2016	93237280	112.00
17-67090	01-90320	Comtec Electronic Systems,	Access Control Hardware	7/2016	202895	1,429.39
17-67253	01-90320	Comtec Electronic Systems,	Alarm System Repairs	7/2016	202892	513.00
17-67329	01-90320	Comtec Electronic Systems,	Monthly Alarm Monitoring	8/2016	203106	30.00
17-67327	01-92008	Tangent Computer	DataCove Maintenance	8/2016	SI088579	1,122.69
DEPARTMENT TOTAL:						14,545.61
DEPARTMENT: 112		DEVELOPMENT SERVICES				
17-67150	01-17530	The Ground Guys of Edmond	Abatements	8/2016	4953	450.00
			Abatements	8/2016	5221	180.00
			Abatements	8/2016	4957	360.00
			Abatements	8/2016	4958	90.00
			Abatements	8/2016	5221A	180.00
			Abatements	8/2016	5220	250.00
			Abatements	8/2016	4955	90.00
			Abatements	8/2016	4954	90.00
17-67358	01-17530	The Ground Guys of Edmond	Abatement services	8/2016	4956	360.00
17-67359	01-47660	Shred-it US JV LLC	Document Destruction	8/2016	9411803601	10.47
DEPARTMENT TOTAL:						2,060.47

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 113		LIBRARY				
17-66924	01-00108	City of Yukon (JPMC) LIB	Postage for ILL and Overd	7/2016	USPS 508	38.16
17-66914	01-04450	Brodart	Adult Fiction	7/2016	B4609788	398.05
17-66930	01-04450	Brodart	Adult Nonfiction materri	7/2016	B4609782	461.82
DEPARTMENT TOTAL:						898.03
DEPARTMENT: 114		PROPERTY MAINTENANCE				
17-67279	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50780685	34.46
17-67314	01-00180	City of Yukon (JPMC) PW	wipe offs	8/2016	CCP Indus 01737757	70.00
17-67339	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	8/2016	Clean 50781770	34.46
17-67382	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	8/2016	Clean 50782863	34.46
17-67408	01-37200	OK Gas & Electric	Srvc-Comb.Bill-Jull16	8/2016	08/09/16	43,226.47
17-67409	01-37600	OK Natural Gas Co	Srvc-CombinedBilling	8/2016	08/01/16	1,931.70
17-67410	01-37600	OK Natural Gas Co	Service-1010WMain	8/2016	08/04/16 1010 W Ma	58.85
DEPARTMENT TOTAL:						45,390.40
DEPARTMENT: 115		HUMAN RESOURCES				
17-67295	01-31420	McBride Orthopedic	Breath Alcohol Test	8/2016	14248	30.00
			Drug Test DOT	8/2016	14248	60.00
			Drug Test Non DOT	8/2016	14248	216.00
			DOT Physical	8/2016	14248	45.00
17-67411	01-47660	Shred-it US JV LLC	Doc.destruction	8/2016	9411803602	13.08
DEPARTMENT TOTAL:						364.08
DEPARTMENT: 116		PARK ADMINISTRATION				
17-67135	01-00110	City of Yukon (JPMC) REC	pizza for concerts	7/2016	CiCi's 177	55.00
			pizza for concerts	7/2016	CiCi's 141	125.00
			pizza for concerts	8/2016	CiCi's 12	60.00
17-67202	01-00110	City of Yukon (JPMC) REC	Gals and Garb luncheon	7/2016	Crest 07/28/16	187.55
			Gals and Garb luncheon	7/2016	Wal-Mart 04008	96.20
			Gals and Garb luncheon	7/2016	Wal-Mart 09319	8.94
			Gals and Garb luncheon	7/2016	Wal-Mart 06870	24.92
			Gals and Garb luncheon	7/2016	Homeland 086578	18.47
17-67153	01-15370	Friends of the Park	Gals and Garb-2 tables	8/2016	08/08/16	180.00
17-67224	01-47660	Shred-it US JV LLC	document shredding	7/2016	9411591128	65.53
DEPARTMENT TOTAL:						821.61

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 117		PARK MAINTENANCE				
17-67170	01-00180	City of Yukon (JPMC) PW	jb weld	7/2016	Lowe's 02885	5.39
			floor patch	7/2016	Lowe's 02885	17.08
17-67279	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50780685	43.40
17-67314	01-00180	City of Yukon (JPMC) PW	wipe offs	8/2016	CCP Indus 01737757	70.00
17-67335	01-00180	City of Yukon (JPMC) PW	pond maintenance	7/2016	TurnPro Aquat 7723	779.00
17-67339	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	8/2016	Clean 50781770	43.50
17-67342	01-00180	City of Yukon (JPMC) PW	bailer wire	8/2016	Tractor Sup 257467	299.96
17-67382	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	8/2016	Clean 50782863	43.50
17-67278	01-30600	Lowe's Companies, Inc.	wasp spray	8/2016	02913A	9.00
17-67310	01-30600	Lowe's Companies, Inc.	home defense	8/2016	01913	26.54
			concrete bags	8/2016	01913	159.60
			rustoleum spray	8/2016	01913	10.04
DEPARTMENT TOTAL:						1,507.01
DEPARTMENT: 118		RECREATION FACILITIES				
17-67005	01-00110	City of Yukon (JPMC) REC	dry erase Board	7/2016	Amazon 1658669	119.00
17-67137	01-00110	City of Yukon (JPMC) REC	Sensor at YCC	7/2016	Wal-Mart 952805	76.82
17-67292	01-00110	City of Yukon (JPMC) REC	DRC lunches	7/2016	Wal-Mart 06273	41.44
			Art academy	7/2016	Wal-Mart 06275	54.28
17-67272	01-30600	Lowe's Companies, Inc.	paints for park signa	8/2016	02957A	44.52
DEPARTMENT TOTAL:						336.06
DEPARTMENT: 121		FLEET MAINTENANCE				
17-66908	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	7/2016	O'Reilly 198308	274.99
			parts to repair vehicles	7/2016	O'Reilly 492970	36.76
			parts to repair vehicles	7/2016	O'Reilly 198858	149.93
			parts to repair vehicles	7/2016	O'Reilly 198974	111.32
			parts to repair vehicles	7/2016	O'Reilly 198966	92.14
			parts to repair vehicles	7/2016	O'Reilly 199071	48.43
			credit parts for vehicles	7/2016	O'Reilly 195736	50.00-
			parts to repair vehicles	8/2016	O'Reilly 199870	9.99
			parts to repair vehicles	8/2016	O'Reilly 199873	343.60
			parts to repair vehicles	8/2016	O'Reilly 199925	131.98
			parts to repair vehicles	8/2016	O'Reilly 200407	2.23
			parts to repair vehicles	8/2016	O'Reilly 200442	15.13
			parts to repair vehicles	8/2016	O'Reilly 200491	38.70
			parts to repair vehicles	8/2016	O'Reilly 201703	4.48
			parts to repair vehicles	8/2016	O'Reilly 201717	48.92
			parts to repair vehicles	8/2016	O'Reilly 202164	40.26
			credit parts for vehicles	8/2016	O'Reilly 199908	10.00-
17-66909	01-00180	City of Yukon (JPMC) PW	parts to repair vehciles	7/2016	Gilles Bros 15911	178.00
17-66965	01-00180	City of Yukon (JPMC) PW	CNG fuel	7/2016	OnCue 125738	11.41
			CNG fuel	7/2016	OnCue 080756	14.01
			CNG fuel	8/2016	OnCue 112153	14.44
			CNG fuel	8/2016	OnCue 075936	15.00
			CNG fuel	8/2016	OnCue 144035	10.72

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 121		FLEET MAINTENANCE				
17-67030	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	8/2016	NAPA 641446	44.79
			parts to repair vehicles	8/2016	NAPA 641815	13.23
			parts to repair vehicles	8/2016	NAPA 642363	42.30
17-67031	01-00180	City of Yukon (JPMC) PW	oils, lubricants	7/2016	O'Reilly 198969	5.59
			oils, lubricants	7/2016	Locke Sup 29221343	15.72
			oils, lubricants	8/2016	O'Reilly 199874	19.98
			oils, lubricants	8/2016	Ranchwood Au 61805	12.77
17-67130	01-00180	City of Yukon (JPMC) PW	tires	8/2016	T&W Tire 5696714	266.84
			waste fee	8/2016	T&W Tire 5696714	5.00
17-67279	01-00180	City of Yukon (JPMC) PW	red oil rag rental	7/2016	Clean 50780685	20.16
			uniform cleaning,ren	7/2016	Clean 50780685	13.61
17-67314	01-00180	City of Yukon (JPMC) PW	gloves	8/2016	CCP Indus 01737757	112.00
17-67339	01-00180	City of Yukon (JPMC) PW	red oil rag rental	8/2016	Clean 50781770	30.19
			uniform cleaning,ren	8/2016	Clean 50781770	13.61
17-67382	01-00180	City of Yukon (JPMC) PW	red oil rag rental	8/2016	Clean 50782863	20.16
			uniform cleaning,ren	8/2016	Clean 50782863	13.61
17-67383	01-00180	City of Yukon (JPMC) PW	office supplies	8/2016	Staples 35608	37.87
17-67340	01-29525	Locke Welding	demurrage rental	7/2016	R4784	104.00
17-67391	01-30600	Lowe's Companies, Inc.	sawzall blades	8/2016	02770A	15.18
17-67394	01-30600	Lowe's Companies, Inc.	duct tape	8/2016	02955	23.65
17-67387	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2016	3527	6,342.99
			diesel fuel	8/2016	3527	1,716.65
DEPARTMENT TOTAL:						10,422.34
FUND TOTAL:						96,166.80

FUND: 36 - ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501		SALES TAX CAPITAL IMPROV				
17-67227	01-00107	City of Yukon (JPMC) DEV SR	paint for ceilings-AmLeg	8/2016	Sherwin Wil 1902-3	626.15
17-67388	01-36740	OK Department of Transporta	ACOG-TAP	7/2016	31441(05)	14,960.00
17-66972	01-47080	Schaefer Systems Internatio	485 poly carts	7/2016	PCINV024127	24,780.80
17-67233	01-90605	Five Feathers Foam &	spray foam insulation-AmL	8/2016	13-130	16,988.40
DEPARTMENT TOTAL:						57,355.35
FUND TOTAL:						57,355.35

FUND: 38 - Hotel/Motel Tax Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501		HOTEL/MOTEL EXPENSES				
17-67347	01-00101	City of Yukon (JPMC) ADM	Rock the Route Supplies	8/2016	Cube Service 13292	36.75
17-67288	01-06381	City of Yukon-Petty Cash	Meals	9/2016	SL 09/01/16	200.00
17-67289	01-06381	City of Yukon-Petty Cash	Meals	9/2016	WB 09/01/16	200.00
17-67298	01-90807	Hank FM 99.7	Advertising	8/2016	CC-116082307	2,000.00
DEPARTMENT TOTAL:						2,436.75
FUND TOTAL:						2,436.75

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 123		SPECIAL EVENT REVENUE				
17-67141	01-00101	City of Yukon (JPMC) ADM	Miscellaneous Supplies	7/2016	Gerson C KS.247849	128.80
17-67194	01-00101	City of Yukon (JPMC) ADM	Christmas Supplies	7/2016	Park Hil I221487/E	385.25
DEPARTMENT TOTAL:						514.05
DEPARTMENT: 125		MAIN STREET SPECIAL REV				
17-67107	01-00101	City of Yukon (JPMC) ADM	Supplies-YBMS Booth Suppl	7/2016	Primiti 1W-4124813	224.02
DEPARTMENT TOTAL:						224.02
DEPARTMENT: 128		PARK & EVENTS SPEC REVENU				
17-67154	01-09525	Dolese Bros. Company	Rip Rap for CTP	7/2016	AG16092655	419.06
DEPARTMENT TOTAL:						419.06
DEPARTMENT: 142		INSURANCE/MISC REIMB				
17-67082	01-00171	City of Yukon (JPMC) SAN	Gutter Repair	7/2016	Rain Gutters 16503	360.00
17-67413	01-58110	Wheatley Segler Osby & Mill	Professional Services	7/2016	16905	714.98
DEPARTMENT TOTAL:						1,074.98
DEPARTMENT: 144		LIBRARY STATE AID				
17-67178	01-91508	Oklahoma Museum Network	Adult Fall Reading Progra	9/2016	O-0091516MF	200.00
DEPARTMENT TOTAL:						200.00
DEPARTMENT: 146		LIBRARY SPECIAL REVENUE				
17-66918	01-00108	City of Yukon (JPMC) LIB	Summer Reading Program Su	7/2016	Lowe's 08851	57.94
			Summer Reading Program Su	7/2016	Target 07/27/16	51.95
			credit Summer Reading Sup	7/2016	Lowe's 16599	42.12-
17-67187	01-04450	Brodart	Backorders	6/2016	B4576763	35.39
			Backorders	6/2016	B4577435	37.92
			Backorders	6/2016	B4577422	16.32
			Backorders	6/2016	B4585174	63.83
			Backorders	6/2016	B4582861	11.43
			Backorders	7/2016	B4587057	33.96
			Backorders	7/2016	B4587333	10.34
			Backorders	7/2016	B4590744	15.69
			Backorders	7/2016	B4593801	4.59
			Backorders	7/2016	B4594141	17.96
			Backorders	7/2016	B4609786	63.27
17-67189	01-16230	Gale Group Inc	Large Print Materials Bac	6/2016	58279248	22.09
			Large Print Materials Bac	6/2016	58291265	25.49
17-67188	01-44395	Recorded Books, LLC	Backorders	6/2016	1252123	26.79
			Backorders	6/2016	75362860	113.80
			Backorders	6/2016	75358870	129.20
			Backorders	6/2016	75359833	235.00
			Backorders	7/2016	75374317	56.90
DEPARTMENT TOTAL:						987.74

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 167		POLICE DEPT SPECIAL REV				
17-67056	01-00111	City of Yukon (JPMC) PD	air filter for gun range	8/2016	Locke Sup 29244100	54.36
17-67091	01-00111	City of Yukon (JPMC) PD	Sniper ammo	7/2016	Black Hills 229609	1,099.00
17-67262	01-00111	City of Yukon (JPMC) PD	notary commissions	8/2016	Sec of St 08/03/16	26.00
17-67266	01-00111	City of Yukon (JPMC) PD	disposable restraints	8/2016	Handcuff Wa 138578	571.20
17-66966	01-06381	City of Yukon-Petty Cash	control drug purchase	7/2016	07/07/16	100.00
17-66969	01-36300	OK Board of Tests	Intox certifications	7/2016	5011	124.00
17-67260	01-45010	Rich & Cartmill, Inc.	Ferguson/Cawhorn bonds	8/2016	265767	30.00
17-67057	01-46940	Sam's Club Direct-	coffee, coffee airpots	7/2016	1932A	83.55
17-67192	01-92500	Yukon Community Education	sponsor breakfast table	8/2016	CN104793	60.00
DEPARTMENT TOTAL:						2,148.11
FUND TOTAL:						5,567.96

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201		WATER DISTRIBUTION				
17-66908	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	8/2016	O'Reilly 201782	151.01
17-66965	01-00180	City of Yukon (JPMC) PW	CNG fuel	7/2016	OnCue 140007	17.85
			CNG fuel	7/2016	OnCue 083325	0.51
			CNG fuel	7/2016	OnCue 083621	14.63
			CNG fuel	8/2016	OnCue 0782	12.63
			CNG fuel	8/2016	OnCue 0781	12.63
			CNG fuel	8/2016	OnCue 131143	15.95
			CNG fuel	8/2016	OnCue 084030	0.17
			CNG fuel	8/2016	Love's 28246	16.69
17-67033	01-00180	City of Yukon (JPMC) PW	water line repairs	7/2016	Locke Sup 29160476	55.15
			water line repairs	8/2016	HD Supply F941354	122.95
17-67279	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50780685	41.22
17-67314	01-00180	City of Yukon (JPMC) PW	wipe offs	8/2016	CCP Indus 01737757	70.00
17-67339	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	8/2016	Clean 50781770	41.21
17-67341	01-00180	City of Yukon (JPMC) PW	10" pipe and clamp	8/2016	OK Contrac 0549681	870.00
17-67382	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	8/2016	Clean 50782863	41.21
17-67390	01-00180	City of Yukon (JPMC) PW	pike pass	8/2016	PikePa 20160701249	3.35
17-67034	01-09525	Dolese Bros. Company	gravel, rock, concrete	8/2016	RM16047586	155.00
			gravel, rock, concrete	8/2016	RM16048576	250.00
17-67171	01-30600	Lowe's Companies, Inc.	1/2" impact wrench	7/2016	02853	75.05
			air hose and kit	7/2016	02853	47.46
17-67307	01-30600	Lowe's Companies, Inc.	wooden stake	8/2016	02252	44.55
17-67333	01-30600	Lowe's Companies, Inc.	stakes for concrete	8/2016	02251	32.90
17-67387	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2016	3527	546.99
			diesel fuel	8/2016	3527	223.70
DEPARTMENT TOTAL:						2,862.81
DEPARTMENT: 202		UTILITY BILLING				
17-66908	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	7/2016	O'Reilly 198544	16.61
17-66909	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	7/2016	Hibdon 224907	69.99
17-67279	01-00180	City of Yukon (JPMC) PW	uniform cleaning, rental	7/2016	Clean 50780685	16.86
17-67339	01-00180	City of Yukon (JPMC) PW	uniform cleaning, rental	8/2016	Clean 50781770	16.86
17-67382	01-00180	City of Yukon (JPMC) PW	uniform cleaning, rental	8/2016	Clean 50782863	16.86
17-67387	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2016	3527	324.35
17-67411	01-47660	Shred-it US JV LLC	Doc.destruction	8/2016	9411803602	13.08
DEPARTMENT TOTAL:						474.61

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 203		TREATMENT AND SUPPLY				
17-67407	01-06375	City of Oklahoma City	Water Usage-Jul'16	8/2016	08/08/16	122,264.26
17-67334	01-55800	Veolia Water North America	maintenace, repair	8/2016	00060071	94,630.30
17-67338	01-57420	Waste Connections of Oklaho	landfill fees July 16	7/2016	22352	2,321.15
17-67337	01-57425	Waste Connections of Oklaho	hauling fees	8/2016	1677532	1,815.00
DEPARTMENT TOTAL:						221,030.71
FUND TOTAL:						224,368.13

FUND: 71 - Sanitation Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
17-67328	01-00171	City of Yukon (JPMC) SAN	Strobe Light Replacement	8/2016	Grainge 9190276718	30.52
17-66908	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	8/2016	O'Reilly 200543	28.00
17-66909	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	7/2016	EVCO Service 59279	370.00
			parts to repair vehicles	8/2016	Summit 405162971	172.38
17-67030	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	7/2016	NAPA 641256	38.30
17-67031	01-00180	City of Yukon (JPMC) PW	oils, lubricants	7/2016	Myers Tir 63008221	89.59
			oils, lubricants	7/2016	Myers Tir 63008464	141.19
17-67279	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50780685	47.58
17-67306	01-00180	City of Yukon (JPMC) PW	recap tires	8/2016	South Tir 47186268	1,391.12
			waste fees	8/2016	South Tir 47186268	37.50
17-67315	01-00180	City of Yukon (JPMC) PW	Repair to Semi 3132	8/2016	Bruckner 519404CS	6,467.76
17-67339	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	8/2016	Clean 50781770	47.58
17-67382	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	8/2016	Clean 50782863	38.45
17-67244	01-07900	Custom Printing	Transfer Station Tickets	8/2016	20023	1,349.00
17-67387	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2016	3527	91.73
			diesel fuel	8/2016	3527	2,506.63
17-67326	01-57420	Waste Connections of Oklaho	Landfill fees - July 16	7/2016	22351	28,104.51
DEPARTMENT TOTAL:						40,951.84
FUND TOTAL:						40,951.84

FUND: 73 - Storm Water Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
17-67344	01-00173	City of Yukon (JPMC) SW	SCAUG membership dues AW	8/2016	SCAUG 06339	30.00
17-67380	01-00173	City of Yukon (JPMC) SW	SCAUG Conf reg,workshops	8/2016	SCAUG 06337	145.00
17-67406	01-06377	City of Oklahoma City	Garrett-129WParkland	8/2016	170716	39.50
			Votaw-1113SMoose	8/2016	170716	39.50
			Harris-2208FallingSp	8/2016	170716	39.50
			Johnson-12600SW24th	8/2016	170716	39.50
			Johnson12600SW24Crdt	8/2016	170716	39.50-
17-67387	01-39550	Paul Penley Oil Company, In	unleaded fuel	8/2016	3527	18.75
17-67195	01-47660	Shred-it US JV LLC	Document destruction	7/2016	9411426649	10.47
17-67405	01-47660	Shred-it US JV LLC	doc destruction	8/2016	9411803603	10.76
17-67403	01-91529	Oklahoma Floodplain Manager	Assoc Membership/conf reg	8/2016	1682	400.00
			Assoc Membership/conf reg	8/2016	1682	25.00
DEPARTMENT TOTAL:						758.48
FUND TOTAL:						758.48

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 104		CDBG				
17-67389	01-53457	Urban Contractors	CDBG SanSewer/Rd Project	8/2016	11677	49,559.65
					DEPARTMENT TOTAL:	49,559.65
					FUND TOTAL:	49,559.65
					GRAND TOTAL:	477,164.96

PACKET: 18833 Alexandria Wagner - Tort
 VENDOR SET: 01 CITY OF YUKON
 BANK: APBK AP Disbursements

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-W 07-21-16	Alexandria Wagner Alexandria Wagner :	R	7/29/2016		80.00	146499	80.00

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	80.00	80.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	80.00	80.00

PACKET: 18833 Alexandria Wagner - Tort
VENDOR SET: 01 CITY OF YUKON
BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	80.00	80.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	80.00	80.00

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	7/2016	80.00CR
ALL		80.00CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 18852 July '16 Sales Tax - Pool
 VENDOR SET: 01 CITY OF YUKON
 BANK: APBK AP Disbursements

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1		OK Tax Commission						
	I-July '16 Pool Tax	OK Tax Commission :	R	8/03/2016		1,364.34	146501	1,364.34

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	1,364.34	1,364.34
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
BANK TOTALS:		1	0.00	1,364.34	1,364.34

PACKET: 18852 July '16 Sales Tax - Pool
VENDOR SET: 01 CITY OF YUKON
BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,364.34	1,364.34
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	1,364.34	1,364.34

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	8/2016	1,364.34CR
=====		
ALL		1,364.34CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 18853 July '16 Sales Tax - Auct
 VENDOR SET: 01 CITY OF YUKON
 BANK: APBK AP Disbursements

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1		OK Tax Commission						
	I-July '16 AuctionTa	OK Tax Commission :	R	8/03/2016		35.93	146502	35.93

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	35.93	35.93
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
BANK TOTALS:		1	0.00	35.93	35.93

PACKET: 18853 July '16 Sales Tax - Auct
VENDOR SET: 01 CITY OF YUKON
BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	35.93	35.93
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	35.93	35.93

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	8/2016	35.93CR
=====		
ALL		35.93CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 18835 August '16 Debt Service
 VENDOR SET: 01 CITY OF YUKON
 BANK: APBK AP Disbursements

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01500		Arvest Bank						
	I-08/2016 Debt Srvc	Arvest Bank	R	8/01/2016		24,795.21	146500	24,795.21

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	24,795.21	24,795.21
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
BANK TOTALS:		1	0.00	24,795.21	24,795.21

PACKET: 18835 August '16 Debt Service
VENDOR SET: 01 CITY OF YUKON
BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	24,795.21	24,795.21
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	24,795.21	24,795.21

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
36	8/2016	24,795.21CR
=====		
ALL		24,795.21CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 18905 Daniel Saldana Judicial R
 VENDOR SET: 01 CITY OF YUKON
 BANK: MunCt Municipal Court

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-S 438736F	Daniel Coleman Saldana Daniel Coleman Saldana :	R	8/10/2016		151.00	004153	151.00

*** BANK TOTALS ***

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	151.00	151.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	151.00	151.00

PACKET: 18905 Daniel Saldana Judicial R
VENDOR SET: 01 CITY OF YUKON
BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	151.00	151.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	151.00	151.00

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
46	8/2016	151.00CR
=====		
ALL		151.00CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Technology Item Listing - August 16, 2016

Item #	Description	Model Number	Serial Number	Department
100583	TransACT iTherm280 Receipt Printer	280-UL-1 or 280-USB-DG	WD200062290	Parks & Recreation
100590	TransACT iTherm280 Receipt Printer	280-UL-1 or 280-USB-DG	WD200062226	Parks & Recreation
100584	TransACT iTherm280 Receipt Printer	280-UL-1 or 280-USB-DG	WD200062270	Parks & Recreation
100585	Logic Controls Magnetic Stripe Reader	MR3010U-BK	MR10U-1007-91618	Parks & Recreation
100586	Logic Controls Magnetic Stripe Reader	MR3010U-BK	MR10U-1007-91617	Parks & Recreation
100587	Logic Controls Magnetic Stripe Reader	MR3010U-BK	MR10U-1007-91610	Parks & Recreation
N/A	30 pound Case - Thermamark Thermal Receipt Paper	N/A	N/A	Parks & Recreation
N/A	Apple MC184LL/B Wireless Keyboard	MC184LL/B	N/A	Technology
	Havis DS-DELL-233 Docking Stand	DS-DELL-233	0213-D230-1145	Police
	Havis DS-DELL-233 Docking Stand	DS-DELL-233	0213-D230-1144	Police
	Gamber Johnson Dock-Panasonic-CF-31	7160-0318-01	B19511AAE018	Police



OFFICE OF THE CITY ATTORNEY

MEMORANDUM

To: Doug Shivers, City Clerk
From: Michael D. Segler *MS*
Date: August 2, 2016
Subject: Agreement for Services - Compassionate Hands, Inc.
and Youth and Family Services, Inc.

Enclosed are the Agreements for Services for Compassionate Hands, Inc. and Youth and Family Services, Inc. which have been signed by the respective officers for each.

Please have these items placed on the City Council agenda. Thank you.

AGREEMENT FOR SERVICES

CITY OF YUKON

COMPASSIONATE HANDS, INC.

This Agreement is made and entered into this _____ day of _____, 2016, by and between the **City of Yukon**, hereinafter referred to as "City", and **Compassionate Hands, Inc.**, a not for profit Corporation, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor is an experienced nonprofit corporation concerned with the provision and services to the community; and

WHEREAS, the City has a continuing desire to serve the needs of the citizens of Yukon; and

WHEREAS, it is in the best interest of the citizens of the City of Yukon that the Contractor and the City agree for the provision of certain, hereinafter, described services by said Contractor; and,

NOW, THEREFORE, in consideration of mutual understanding the parties agree to the foregoing and as follows:

1. **TERM:** This agreement shall be from the 1st day of July, 2016, through the 30th day of June, 2017.
2. **CONSIDERATION:** The City agrees to pay contractor, as consideration for services for the citizens of Yukon provided by Compassionate Hands, Inc. the total sum of Twelve Thousand Dollars (\$12,000.00) to be paid in monthly installments of One Thousand and 00/100ths Dollars (\$1,000.00) each month, upon proper application.

No application shall be considered for payment unless the services set forth in Paragraph Three (3) are continuously provided.

3. **SERVICES:** In consideration of the above, the Contractor agrees to provide the following services:
 - A) Social services to the citizens of Yukon, Canadian County, Oklahoma, including the distribution of funds to citizens of Yukon, and others;
 - B) Provide the financially disadvantaged citizens of Yukon with financial assistance for rent, utilities, prescription medications, gasoline, automobile repairs and referrals for food and clothing;

- C) Provide services as a clearinghouse, networking service and referral agency to provide services, support and to foster hope for self-sufficiency; and
- D) Transportation services for all disabled and elderly citizens of Yukon, with regard to medical, nutritional, social and recreational, educations, shopping and limited personal needs.

Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of this program.

- 4. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor.
- 5. Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

IN WITNESS WHEREOF, the parties signify their agreement to all contained herein by the following executions:

THE CITY OF YUKON

John Alberts, Mayor

ATTEST:

City Clerk

APPROVED BY:

Michael D. Segler
City Attorney

COMPASSIONATE HANDS, INC.
A not-for-profit corporation

Pamela Kennedy

President

ATTEST:

Stephanie McEntock

Secretary

Compassionate Hands, Inc.
Annual Budget

2016

	<u>Annual 2016</u>
Income	
3000-01 · Church Contributions	
3000-01 · Church Contributions - Other	48,000.00
Total 3000-01 · Church Contributions	48,000.00
3100-02 · Individual Contributions	
3100-02 · Individual Contributions - Other	25,000.00
Total 3100-02 · Individual Contributions	25,000.00
3200-03 · Businesses	
3210-03 · Business/Insurance	5,400.00
3240-03 · Newsletter Sponsor	300.00
3200-03 · Businesses - Other	10,000.00
Total 3200-03 · Businesses	16,350.00
3300 · City of Yukon	12,000.00
3500 · Van Income	
3500-06 · Van Passenger Contributions	5,000.00
3500 · Van Income - Other	0.00
Total 3500 · Van Income	5,000.00
3600 · Grant Income	
3610-07 · EFSP Grant	4,750.00
3630-07 · Grants - Foundations	1,000.00
3640-06 · Grant - Van Operation	1,000.00
3650-07 · Grant - Client	1,000.00
3600 · Grant Income - Other	10,000.00
Total 3600 · Grant Income	17,750.00
3700 · Fund Raising Income	
3700-08 · Bridge Benefit	2,400.00
3705-08 · Yeti Raffle Income	1,000.00
3710-08 · Czech Day Booth	1,500.00
3740-08 · Aluminum Cans	0.00
3790-08 · Fall Card Benefit	4,000.00
3795-08 · Mystery Dinner Theater Income	8,500.00
3799-08 · Masons Potato Bar FundraiserInc	4,200.00
Total 3700 · Fund Raising Income	20,600.00
Total Income	144,700.00
Expense	
4000 · OffEx	
4010 · Postage	485.04
4040 · Interest Expense	0.00
4060 · Electricity	690.00
4065 · Natural Gas Expense	345.00
4070 · Water Expense	680.00
4075 · Telephone Expense	1,880.00
4080 · Audit Expense	300.00
4081 · Social Media Expense	1,800.00

Compassionate Hands, Inc.
Annual Budget
2016

	<u>Annual 2016</u>
4000 - OffEx - Other	4,820.00
Total 4000 - OffEx	<u>10,800.04</u>
4100 - 4100PRExp	
4110 - Labor (Gross Wages)	64,200.00
4130 - Employee Benefits	525.00
4140 - Employee Food & Travel	84.00
4150 - Employee Registration	809.95
Total 4100 - 4100PRExp	<u>65,618.95</u>
4300 - 4300InsEx	
4350 - Workman's Comp Ins.	1,130.00
4360 - Property Insurance	1,684.70
4380 - Directors & Officers Ins.	744.00
4390 - Van Insurance	1,560.00
Total 4300 - 4300InsEx	<u>5,118.70</u>
5000 - 5000CintEx	
5050 - Utility Assist-EFSP	2,700.00
5150 - Rent Assist-EFSP	2,700.00
5350 - Gasoline	700.00
5450 - Lodging	4,800.00
5550 - Rent Assistance	15,000.00
5600 - Utility Assistance	26,900.00
5700 - Prescription Meds	600.00
5950 - Other Client Expense	0.00
Total 5000 - 5000CintEx	<u>53,400.00</u>
6000 - 6000Van	
6050 - Van Gasoline	4,800.00
6100 - Van Tag	20.00
6200 - Van Maintenance	1,499.00
6450 - Van Telephone	600.00
6500 - Van Pikepass	80.00
Total 6000 - 6000Van	<u>6,999.00</u>
66000 - Payroll Expenses	5,180.00
7000 - FundRaisEx	
7010 - Czech Day Expense	600.00
7015 - Yeti Raffle Expense	0.00
7020 - Bridge Benefit expense	1,285.00
7060 - Fall card expense	1,500.00
7078 - Mystery Dinner Theater Expense	3,250.00
7080 - Masons Potato Bar Fundraiser	400.00
7000 - FundRaisEx - Other	0.00
Total 7000 - FundRaisEx	<u>7,035.00</u>
7100 - Office Renovation	
Total Expense	<u>154,151.69</u>
Net Income	<u><u>-9,451.69</u></u>

Melinda Rushing
1-27-2016



OFFICE OF THE CITY ATTORNEY

MEMORANDUM

To: Doug Shivers, City Clerk

From: Michael D. Segler *MS*

Date: August 2, 2016

Subject: Agreement for Services - Compassionate Hands, Inc.
and Youth and Family Services, Inc.

Enclosed are the Agreements for Services for Compassionate Hands, Inc. and Youth and Family Services, Inc. which have been signed by the respective officers for each.

Please have these items placed on the City Council agenda. Thank you.

AGREEMENT FOR SERVICES

CITY OF YUKON

YOUTH AND FAMILY SERVICES, INC.

This Agreement is made and entered into effective this 27th day of July, 2016, by and between the **City of Yukon**, hereinafter referred to as "City", and **Youth and Family Services, Inc.**, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, Contractor provides counseling services for citizens of the City of Yukon who could not otherwise afford those services; and

WHEREAS, part of the counseling services provided by Contractor helps individuals and families address and resolve family and domestic conflicts; and

WHEREAS, Contractor provides shelter for juvenile runaways; and

WHEREAS, the services provided by Contractor protect juveniles and the general public by providing shelters and counseling for runaways and by providing counseling services for individuals and families involved in family and domestic conflicts; and

WHEREAS, reducing or preventing crimes or criminal activity and preservation of the peace, health and safety of the citizens of the City of Yukon are legitimate municipal functions; and

WHEREAS, Contractor is in a position to assist the City by providing delinquency prevention and intervention services to juveniles at risk of delinquent behavior, on probation, deferred, or suspended sentences and for restitution programs through the municipal court; and

WHEREAS, the City recognizes that its available funds may be most efficiently administered by contracting for these services with a private organization; and

WHEREAS, the City realizes that there is a general community benefit derived from the availability of these services.

NOW, THEREFORE, in consideration of mutual understanding the parties agree to the foregoing and as follows:

1. **TERM:** This agreement shall be for a term beginning the 1st day of July, 2016, and continuing through the 30th day of June, 2017.
2. **CONSIDERATION:** The City agrees to pay Contractor, as consideration for services for the citizens of the City of Yukon, the sum of Fifteen Thousand Dollars (\$15,000.00), to be paid \$3,750.00 per quarter, upon proper application.

No application shall be considered for payment unless the services set forth in Paragraph Three (3) are continuously provided.

3. **SERVICES:** In consideration of the City's above set forth payment, Contractor agrees to provide the following services:
- A) Contractor shall provide to the City of Yukon and citizens of the City of Yukon, counseling and shelter services according to the policies, procedures, and by-laws of Contractor;
 - B) Contractor will, within the constraints of available funds and staff, provide delinquency prevention and intervention services to juveniles at risk of committing delinquent acts, juveniles on probation, deferred or suspended sentences, and for juveniles ordered to participate in restitution programs through the municipal court, at such times as requested by the City Manager of the City or the Municipal Judge of the Yukon Municipal Court;
 - C) Contractor agrees that when requested, it will account to the City Manager of the City for the use of said funds by listing the number of juveniles served and specifically setting forth the services provided and the costs of said services;
 - D) Contractor agrees to provide a location for community service for youth citizens that are required to provide community service as a part of a court order;
 - E) Contractor agrees to provide requested training to first responders as regards to traumatized children and/or children with behavioral challenges, including autism spectrum disorders; and also provide training on the process for referral of a runaway or homeless youth into the emergency shelter;
 - F) Contractor agrees, dependent upon the availability of federal funds, to provide independent living services to homeless youth aged 18 to 21;
 - G) Contractor agrees to provide drug and alcohol educational services to youth and their parents;
 - H) Contractor agrees to provide crisis counselors should there be an emergency city event;
 - I) Contractor agrees to cooperate with City staff in enhancing the grant opportunities available to the City of Yukon; and
 - J) Contractor agrees that no funds paid to it pursuant to this contract will accrue directly or indirectly to the benefit of any private individual other than in the formal services provided to program participants.

Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of this program.

4. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor. In addition, Contractor agrees to name the City as an additional insured in amount of not less than the maximum exposure of the City under the Oklahoma Governmental Tort Claims Act.
5. Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

IN WITNESS WHEREOF, the parties signify their agreement to all contained herein by the following executions:

THE CITY OF YUKON

YOUTH AND FAMILY SERVICES, INC.

John Alberts, Mayor

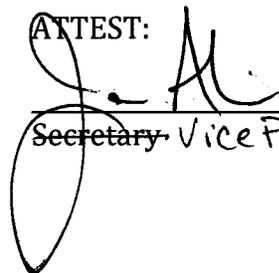


President

ATTEST:

ATTEST:

City Clerk



~~Secretary~~ Vice President

APPROVED BY:

Michael D. Segler, City Attorney



DATE: August 5, 2016
FROM: Arnold Adams / Public Works Director
TO: Jim Crosby / City Manager
CC: Doug Shivers / City Clerk
RE: Agenda Item –Union City/DOC contract 2016-2017

MEMORANDUM

Jim, attached is the 2016-2017 PPWP (Prisoner Public Works Program) Contract between the City and Union City/Department of Corrections. This contract is for utilizing prisoners as part of our labor force through the Prisoner Public Works Program.

There has been an additional fee that they added to the contract that we weren't aware during the budget process. They are now charging us \$1.25 per inmate for food (See *Attachment A page 8 item B*). They show us to receive 20 inmates but we can only accommodate 13. We currently have \$4,000.00 budgeted and the estimated overage with this new fee (*based on 13 inmates*) will be an additional \$3,199.00 which includes the administrative costs.

Upon your approval, I would respectfully request it be placed on the next available agenda.

Once Council approves, please give us a copy of the contract so we can forward to Mr. Hix. Thanks

PRISONERS PUBLIC WORKS PROJECT CONTRACT

This contractual agreement (hereinafter, **Contract**) is entered into by, and between, the Oklahoma Department of Corrections (hereinafter, Department) and the undersigned Oklahoma governmental agency or political subdivision, CITY OF YUKON (hereinafter, **Public Agency**), upon written request by a majority of the board of county commissioners, the governing body of a municipality, an agency of the State of Oklahoma or of the United States, any subdivision thereof, or any community action agency for prisoners to be assigned to a Public Works Project. The written request is attached to this agreement and incorporated by reference.

This Contract is authorized by 57 O.S. § 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants, the parties herein agree as follows:

1. The Public Agency covenants that it is a public entity authorized under 57 O.S. § 216(2) to request a Public Works Project and the Public Works Project will meet the requirements of the Prisoners Public Works Act.
2. The term of this Contract will be for a period beginning on July 1, 2016 and ending on June 30, 2017.
3. The prisoners assigned to the Public Works Project under this Contract will be prisoners from the following correctional center:
UNION CITY COMMUNITY CORRECTIONS CENTER.
4. The Public Agency has requested 20 (#) prisoners to be assigned to the Public Works Project and the Department will generally make said number of prisoners available to the Public Agency.
5. The prisoners assigned to this Public Works Project will have the following responsibilities:
Offenders will perform mowing and weed-eating city properties, rights-of-ways, and abatements. The inmates will assist on the sanitation transfer station flipping floor which includes directing traffic and clearing the floor, operating a wood chipper, and assist sanitation drivers on the routes.

Any other duties added shall be in accordance with the regulations outlined in DOC OP-090106

The above explanation should include a brief description of the Public Works Project indicating the location and type of work required. If more room is required, additional pages may be attached to this Contract.
6. The Public Agency will also provide work orders, job duties/assignments, any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project unless otherwise agreed.
7. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that prisoner labor may be used on private property for a public purpose. Labor conducted on private property

- must be approved by the Department prior to commencement of any work on private property. Public purpose is hereby defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision. The prisoners will be utilized as a group for this purpose and not as individuals.
8. The Public Agency will not use the prisoners to provide personal services for private benefit or to supervise other prisoners. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
 9. The Public Agency will, upon request, relinquish any assigned prisoner to the custody of the Department.
 10. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts close supervision of the prisoner's whereabouts. The supervisor will visually observe each prisoner at least every hour, and a formal count will be conducted and documented in a log book every two (2) hours.
 11. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every two (2) hours.
 12. The Public Agency will immediately notify the Department and the local law enforcement agency of any missing or unaccounted for prisoner or if the Public Agency believes a prisoner has escaped.
 13. The Public Agency will immediately report to the Department any guideline or rule violation, as provided for in Attachment F of OP-090106.
 14. The Public Agency agrees to pay to the Department the base cost plus ten percent. The base cost may comprise the following categories:
 - a. The cost of transportation of the prisoners to and from the project;
 - b. The cost of lodging and food for the prisoners and correctional personnel assigned to the project;
 - c. The cost of guarding the prisoners;
 - d. The cost of all tools and materials furnished by the Department,
 - e. The cost of the salaries of the assigned prisoners; and
 - f. Miscellaneous. Specify: _____
 15. The Department shall invoice the Public Agency every month by electronic mail (e-mail) to the e-mail address provided in Paragraph 35, and the Public Agency shall pay such invoices within thirty (30) days from the date of the invoice. Any invoice unpaid more than forty-five (45) days shall accrue interest at the rate established in accordance with Section 34.72 of

- Title 62 of the Oklahoma Statutes beginning on the thirtieth (30th) date from the date of the invoice. Additionally, if any invoice is not paid within sixty (60) days, the Public Agency will not be permitted to receive prisoners under this contract until all outstanding invoices are paid in full.
16. The Department will not, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project.
 17. The Department will provide lunches to the prisoners at a cost of \$1.25 per prisoner per lunch to the Public Agency, unless otherwise agreed.
 18. No prisoner assigned to a Public Works Project will be considered an employee of the requesting Public Agency, the Department, or the State of Oklahoma.
 19. The Department will have the ultimate responsibility for the security of the prisoners.
 20. The director of the Department or his designee will, at all times during the term of this Contract, have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the Public Works Project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency.
 21. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department. The limits of the place of confinement are extended under the special conditions of Public Works Project pursuant to 57 O.S. § 510.1 (A) (4).
 22. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85A O.S. § 1 et seq.).
 23. The Department will be responsible for the cost of medical and dental health care needs of the prisoners while assigned to the Public Works Project, including emergencies while assigned to the public works project, unless otherwise provided for in this Contract.
 24. The Public Agency will be responsible to reimburse the Department for the cost of any required outside medical and/or dental care (including emergency care), which will include the cost of emergency transportation, if a prisoner assigned to the Public Works Project is injured while performing work for the Public Agency and the injury occurred as a result

- of the intentional, reckless, or negligent conduct of an employee or agent of the Public Agency.
25. The Public Agency will not allow any prisoner to operate or use any type of equipment unless and until the Public Agency has fully trained the prisoner in the proper and safe use of the equipment, and has documented records to support said training. Under no circumstances will the Public Agency allow a prisoner to operate any equipment which has had the manufacturer's safety devices modified or removed, nor will the Public Agency allow any prisoner to operate any dangerous or unsafe equipment. The Public Agency will not allow a prisoner to operate any equipment without first providing and requiring the prisoner to wear protective equipment in accordance with Occupational Safety and Health Administration standards when operating any equipment. The Public Agency will also not allow a prisoner to operate any motor vehicle upon the public roadways at any time.
 26. In the event a prisoner is injured while operating equipment or motor vehicle in violation of this Contract, the Public Agency will be responsible to reimburse the Department for the cost of any and all required outside medical and/or dental care (to include emergency care), which will include the cost of emergency transportation to and from the outside medical provider, and the Public Agency will be liable for all other damages resulting from said violation.
 27. The Department will provide the Public Agency with copies of relevant Department policies and operations procedures that are applicable, as well as the training and orientation required for proper implementation and security.
 28. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight (8) working hours and will utilize prisoners for no more than eight (8) hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Any additional or different work shifts required will necessitate approval by the warden or administrator of the prisoner's correctional facility and be documented and attached as an addendum to this Contract.
 29. Either party may immediately terminate this Contract for the failure of the other party to perform or comply with the terms and conditions contained herein. Any damages will be authorized by law in a court of competent jurisdiction, except attorney's fees and related legal costs, which will be borne by each party separately. Both parties, in determining failure to perform under this Contract, will consider any mitigating circumstances.
 30. In the event a bona fide dispute or a conflict of interest arises between the parties, which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act,

12 O.S. § 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not affect the performance requirements and duties of this Contract. The Contract will remain in full force and effect unless otherwise terminated or agreed to between the parties.

31. The Public Agency is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
32. If any provision, clause, or paragraph of this Contract or any document incorporated by reference is determined to be invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses, or paragraphs of this Contract. The provisions, clauses, or paragraphs, and any documents incorporated by reference are declared severable.
33. This Contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
34. Either party may terminate this Contract, in whole or in part, for convenience, if it is determined that termination is in its best interest. The terminating party shall deliver to the other party a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the terminating party.
35. All notices required in this Contract will either be mailed (certified with return receipt requested) or emailed to the addresses of the parties set forth below:

For the Department:

David A. Cincotta
General Counsel
3400 N. Martin Luther King Ave.
Oklahoma City, OK 73111
david.cincotta@doc.ok.gov

For the Public Agency:

City of Yukon
Attn: Teresa Stover
P.O. Box 850500
Yukon, OK 73085
tstover@cityofyukonok.gov
aadams@cityofyukonok.gov
(Include email address)

36. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Contract may be delivered by e-mail.
37. The representative executing this Contract on behalf of the Public Agency hereby warrants that said representative has the authority to execute and bind the Public Agency.
38. The representative executing this Contract on behalf of the Public Agency certifies that the prisoner labor shall not displace any employment opportunities for private citizens of the State of Oklahoma and that the Public Agency has insufficient funds available to perform the work set forth in this Contract.
39. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise a prisoner assigned to work on behalf of the Public Agency until the employee or agent has completed all training required by the Department's Operating Procedure OP-090106.
40. The Public Agency agrees that prisoners shall not be permitted to work in or around any area in which minor children are located.
41. INDEMNIFICATION
 - a. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
 - b. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
42. PRISON RAPE ELIMINATION ACT (§115.17 and §115.77)
 - a. Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Public Agency, its employees, agents, or representative and a prisoner is expressly forbidden.
 - b. In addition, by entering into this Contract with Department, Public Agency attests that no employee, agent or representative of the

Public Agency who may have direct contact with the prisoners while performing the requirements of this contract has:

- i. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - ii. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - iii. Been civilly or administratively adjudicated to have engaged in the activity described above. Any employee or agent of Public Agency who engages in sexual abuse will be prohibited from contact with prisoners and will be reported to law enforcement agencies and to relevant licensing bodies.
- c. Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. The Department may also terminate the contract immediately when violations are found.

43. Signatures:

Department:

Approved By: _____ Date: _____
 Name: _____
 Title: _____

General Counsel or designee

Public Agency:

Approved By: _____ Date: _____
 Name: _____
 Title: _____

PRISONERS PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS CITY OF YUKON			
DATE: Friday, July 20, 2016			
\$ 0.00		A.	The cost of transportation of the prisoners to and from the project.
<u>\$ 550.00</u>		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project. \$1.25/meal/inmate X actual days worked, (maximum calculated)
<u>\$ 0.00</u>		C.	The cost of supervising the prisoners.
\$ 0.00		D.	The cost of all tools and materials furnished by the Department.
\$ 289.00		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment. Maximum of 20 @ \$14.45 ea
\$		F.	Other miscellaneous. (See addendum)
\$ 839.00		SUBTOTAL	
\$ 83.90		Plus 10%	
\$ 922.90		TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY	
Oklahoma Department of Corrections		Agency Representative	
<p>These costs are provided for in the Prisoners Public Works Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in an addendum.</p>			

Report of Boards, Commissions and Committees

Titles and members of various boards, commissions and committees that are appointed by the Mayor and City Council are listed below, as well as the expiration date of their term and the ward they represent. All terms expire June 30th.

Planning Commission

	Ward 1	2018
Larry Taylor	Ward 2	2018
Ed Hatley	Ward AL	2019
Bill Baker	Ward 3	2016
Robert Davis	Ward 4	2016

Board of Adjustment/Board of Appeal

Sherry Huston	Ward 1	2018
Rena Holland	Ward 2	2018
Buddy Carpenter	Ward AL	2019
Joe Horn	Ward 3	2016
Russ Kline	Ward 4	2016

Park Board

Joe Edwards	Ward 1	2018
Nick Grba	Ward 2	2018
Lee Clark	Ward AL	2019
Cathy Wright	Ward 3	2016
Joe Baumann	Ward 4	2016

Library Board

Teddye Sales*		
Inez Andrews*		
Lee Wells	Ward 1	2018
Joyce Roman	Ward 2	2018
Jesica Wright	Ward AL	2019
Jeanne Riggs	Ward 3	2016
Margaret Albrecht	Ward 4	2016

*Members of Ladies' Library Club are appointed by same

Traffic Commission

Charles Lee	Ward 1	2018
James Montgomery	Ward 2	2018
John Knuppel	Ward AL	2019
	Ward 3	2016
Darrell R. Goulden	Ward 4	2016

Economic Development Auth.

Michael McEachern	Trustee 1	2017
John Alberts	Trustee 2	2020
Mike Geers	Trustee 3	2018
Tara Peters	Trustee 4	2016
Rena Holland	Trustee 5	2021
Ray Wright	Trustee 6	2019
John Nail	Trustee 7	2019

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Richard Russell, Representative

Ken Smith, Alternate

Senior Citizens

Ray Wright, Representative

John Alberts, Alternate

ACOG

Mike McEachern, Member

Richard Russell, Alternate

COWRA

Genie Vinson, Representative

Larry Taylor, Alternate

Sister City Committee

Ilona Morris

Terry Beaver

Nancy Novosad

Edwin Shedeck



DATE: August 8, 2016

FROM: Kenneth W. Silk
Code Enforcement Inspector

TO: City Manager, City Council & City Clerk

RE: 508 Queensboro Place

MEMORANDUM

We are asking the Council for consideration, discussion and possible action to determine whether the property at 508 Queensboro Place, owned by Doris E. Devoll, Trustee; is a public nuisance and should be condemned, demolished and removed.

The Development Services office has mailed the current owner of said property and posted on the property, a copy of the "Notice of Violation and Hearing before the City Council". Please see attached copy.



DEVELOPMENT
SERVICES

NOTICE OF VIOLATION AND HEARING Before the City Council

Date: 08/04/16

Owner: Doris E. Devoll, Trustee
Doris E. Devoll Revocable Living Trust
809 Kouba Dr.
Yukon, OK 73099-3930

Occupant: Unknown

VIOLATION ADDRESS: 508 Queensboro Pl., Yukon, OK 73099

LEGAL: Lot 08, Blk 10 in Kouba 5th Addition to the City of Yukon

According to records of the Canadian County Treasurer's Office, you are the current owner of record for the property described above, which is located within the City Limits of Yukon, Oklahoma. The condition which presently exists at this property is alleged to be in violation of **Chapter 46, Section 46-26 and 46-27** of the Code of Ordinances of the City of Yukon, Oklahoma, a **Public Nuisance** and **Title 11, Chapter 1, Article XXII, Section 22-112**, of the Oklahoma State Statutes, **Dilapidated Buildings**.

Corrective actions needed: **Demolition and removal of building(s) upon property.**

This notice is to inform you that a **HEARING** will be held before the **Yukon City Council, at 12 S. 5th Street**, Yukon, Oklahoma on **August 16, 2016 at 7:00 pm** to determine whether the property should be declared a Public Nuisance and a Dilapidated Building and whether or not the condition shall be abated. You may appear at such time and submit any arguments or evidence you may have pertaining to this matter.

If such a condition is determined to be a dilapidated building(s) and action is therefore necessary for demolition and removal; all costs, if not paid by the property owner, will be certified to the County Treasurer, placed on the tax roll, and thereby become a lien against the property. If you have any questions, or make the corrections listed above prior to the hearing date, you may call the City's Development Services office at (405)-354-6676.

You are welcome to pick up a copy of the documents submitted to the City Council relating to the condition of your property at our office.

508 Queensboro Pl

Violation # 16-0096

12/29 Took pics - not sure we have any violation, may want to watch for trash dead limbs in back yard.

12/31 No chg - called complainant- confirmed what was discussed on phone a couple of days back - no real violation - will watch for awhile

2/4 stopped gave resident Ice SD flyer - talked about how issue could be resolved - they agreed to correct vio but need a little time - I said no problem as long as they start immediately & make steady progress - took pics

2/5 office received complaint about oil leaking from pick-up onto drive way - Anna talked to me and I said I would follow up on it. I had noticed an old pick-up with oil on concrete underneath but did not see fresh oil or oil running to street.

2/9 received two separate call this morning from neighbors specifically about oil leak - assured them we are working on issues

2/10 Mitchell said send NOV & Hearing - stopped talked to Johnnie he said he had leak fixed & would put down litter to soak up today & sweep after absorbed - told him I was sending letter for pile of dead tree limbs - oil leak on drive - trash cart in front of house - dead/diseased trees giving until 2/22 to correct. Stopped at owners house to give them up date & verbal Nov & Hearing would be coming for all issues mentioned above

2/11 resident did not start clean up of drive has promised - took pic - Sanitation verified they have scheduled pick up - send NOV

2/15 no chg to trash pile in front of house and oil product spill in drive

2/18 no chg to trash pile in front of house and oil product spill in drive - Anna received another complaint about oil product spill - told her we have sent NOV & Hearing scheduled 2-22-16

2/19 tree limb pile has been removed, oil in drive is not fresh or growing has mostly seeped into concrete, vehicle leak fixed but old leak on concrete drive has not been clean up.

3/1 took pic

3/3 stopped to talk to resident - girl was there who said she was the renters sister - she said that brother (johnnie) was addict & she just left court where he was put in jail - she was removing some expensive equipment - she planning on getting two vehicles in drive move soon to home - she said he would be in jail at least 3 days & family was planning getting him into treatment facility for next 45 days - basically he is moving. She said back yard huge mess especially storage building.

3/15 took pic - old ford PU still leaking fluid underneath knock on door no answer - dog still in back yard - went down street to 809 Kouba Dr and talked to owner - she is going to call sister (Michelle) and get PU moved & then clean up fluid with cat litter.

6/23 more oil products in drive - cat litter has been scattered but has not been swept up - call about water running into street & very bad smell - made inspection - old trash can full of water & some trash dumped out

508 Queensboro Pl

Violation # 16-0374

6/6 took pics - back yard clearly over grown - trash carts in vio - trash dead leaves on west side

6/7 sent NOV & Hearing for 6-20

6/17 no chg - took pic

6/20 No show at Hearing – No Contact prior to Hearing – received OK to abate –

6/20 Inspection - no chg back still in violation - took pic

6/21 received another complaint "Complainant states there are tree limbs in the backyard and grass & weeds over two feet tall. States it is a major fire hazard."

6/22 Issued WO to PW to abate

6/23 more oil products in drive - cat litter has been scattered but has not been swept up - call about water running into street & very bad smell - made inspection - old trash can full of water & some trash dumped out - called Mitchell with report

6/24 PW abated Trash – Weeds & Grass in backyard of property

6/27 took pics – After abatement it became clear we have a dilapidated structure in back yard. We had numerous reports from previous complaints and contacts that our building was in major disrepair and opossums and rats were living in our building and moving into yards of neighbors on both sides.

6/29 Received Invoice for abatement from PW – Sent Abatement Invoice to Owner

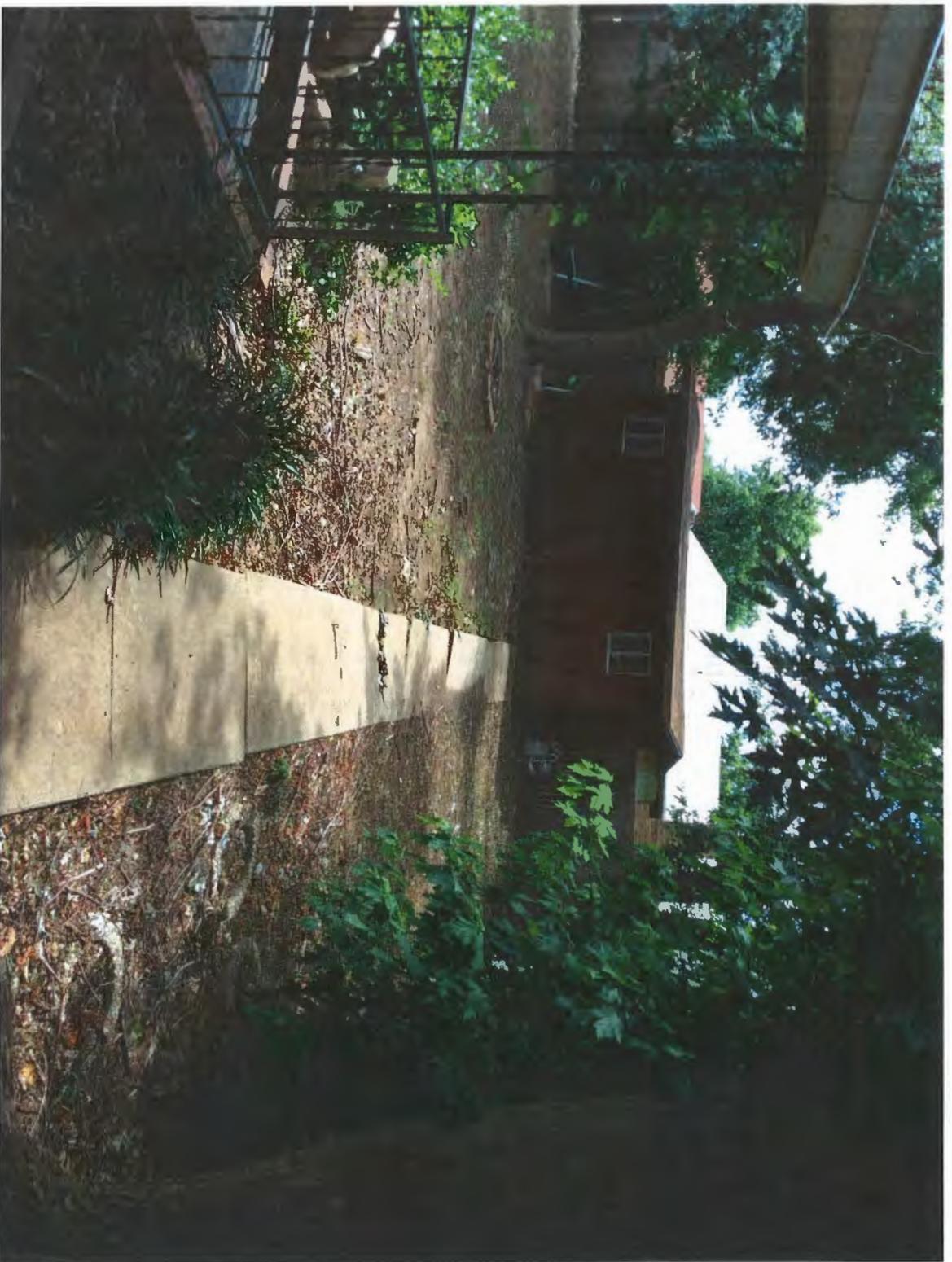
6/29 mailed NOV & Hearing for dilapidated bldg - fence in disrepair - illicit discharge

6/30 Filed Notice of Public Nuisance and Lien

7/11 No show at Hearing and No contact from owner – instructed to get ready to prepare documents and notices for Notice of Violation and Hearing before City Council.

8/4 received call from neighbor 2 house to the east - very distraught about rats coming into her back yard from 508 Queensboro - concerned were varmints will go when building is torn down - had lost dog in past who had eaten rat who had been poisoned.

8/4 Mailed Notice of Violation and Hearing before City Council - for dilapidated structure











DI



Doc#:R 2016 15650
Bk&Pg:RB 4434 704
Filed:06-30-2016
11:02:54 AM
Canadian County, OK

KLJ
NO

NOTICE OF PUBLIC NUISANCE AND LIEN

In accordance with the provisions of 11 O.S. 22-111(A)(4), the undersigned, being the duly appointed City Clerk of the City of Yukon, Oklahoma, hereby advises that on **June 30, 2016**, the real property located at 508 Queensboro Pl. and legally described as follows, to-wit::

LEGAL: Lot 08, Blk. 10 in Kouba 5th Addition to the City of Yukon

Parcel No. 090400-010008-000000

was found to have located thereon a **weed and trash accumulation** public nuisance as defined under the provisions of 11 O.S. 22-111(D) and further that such has been abated by the City of Yukon, Oklahoma, by **mowing, cleaning or other procedure necessary** to correct the public nuisance conditions upon said property.

The undersigned hereby states that the City of Yukon, Oklahoma, in accordance with the provisions of 11 O.S. 22-111(A)(4), hereby claims a lien on the aforesaid property for the costs of **mowing, cleaning or other procedures necessary**, as well as any additional costs related thereto, incurred by the City of Yukon, Oklahoma.

Dated: 6/30/16

City of Yukon, Oklahoma

SEAL





Douglas A. Shivers, City Clerk

Ret: City of Yukon

Canadian County Clerk's Office

Shelley Dickerson



Doc Type: R
Doc Year: 2016
Doc Number: 15650

Book Type: RB
Book Number: 4434
Page Number: 704

Filed: 06-30-2016 11:02:54 AM
Inst Type: Notice

1
KLJ

Receipt To:

City Of Yukon
P O Box 850500
Yukon, OK 73085

Receipt # R461659 -- 06-30-2016 11:02:27 AM

Charges		Payments	
Preservation Fee	\$ 5.00	Receipt (R 461661)	\$ 13.00
Filing Fee (Kouba 5th)	\$ 8.00		
Item Total	\$ 13.00	Payment Total	\$ 13.00
		Balance Due	\$ 0.00



DEVELOPMENT
SERVICES

NOTICE OF VIOLATION AND HEARING

Date: 06/29/16

Owner: Doris E. Devoll, Trustee
809 Kouba Dr
Yukon, Ok 73099

Occupant: Johnnie Phillips
508 Queensboro Pl
Yukon, OK 73099

VIOLATION ADDRESS: 508 Queensboro Pl., Yukon, OK 73099.

Legal: Lot 08, Blk 10 in Kouba 5th Addition to the City of Yukon

The City of Yukon is sending you this letter, to give you notice of a Violation of the City of Yukon Code of Ordinances, **Chapter 46 Environment - Article II Nuisances** and **Chapter 54 Floods-Article IV Stormwater Quality Management** and **Appendix A – Zoning Ordinance-Article 4 General Provisions applying to all or to several districts.**

Sec. 46-26 - Creation or maintenance prohibited

It shall be unlawful for any person to create or maintain a public nuisance within the city, or to permit a public nuisance to remain on premises under his control within the city.

Sec. 46-27 - Certain nuisances enumerated.

In addition to other public nuisances declared by other sections of this Code or law, the following are hereby declared to be public nuisances:

(15) Any building or structure which is dangerous to the public health or safety because of damage, decay or other condition

Sec. 54-172. - Illicit discharge and illegal dumping.

(a) The following direct or indirect discharges into community waters or waters of the state are prohibited and shall be unlawful:

(7) Garage, rubbish or sanitary waste disposal;

(12) Chemical waste; and

Sec. 407 Screening Wall or Fence - 407.2 Maintenance - the screening wall or fence shall be maintained by the owner of the zoning lot, failure to maintain after notice by the zoning administrator shall constitute an offense hereunder.

Corrective actions needed: 1.) **Dilapidated Building:** Demolish and Remove old Storage shed in back of property. 2.) **Fence in Disrepair Violation** – Remove completely or Repair section(s) which are no longer functional. 3.) **Illicit Discharge Violation:** Clean up and remove oil/oil type products from drive way and/or City Street.

You are hereby advised that a **HEARING** will be held before the City Manager or his designee, at 500 W. Main Street, Yukon, Oklahoma on **July 11, 2016** at 9:00 am to determine whether the property should be declared a nuisance if the violation is not abated before that date. If the City causes the property to be cleaned of trash and weeds the cost thereof together with interest shall be a lien against the property. Until fully paid, the costs and interest shall also be a personal obligation of the property owner.

**** SEE PAGE 2 FOR ADDITIONAL IMPORTANT INFORMATION****

VIOLATION ADDRESS: 508 Queensboro Pl., Yukon, OK 73099.

Sec. 46-51. Recurring abatement

If the city council causes property within the city limits to be cleaned of trash and weeds or grass to be cut or mowed in accordance with the procedures provided for in this division, any subsequent accumulations of trash or excessive weeds or grass growth on the property occurring within a six-month period may be declared to be a nuisance and may be summarily abated without further prior notice to the property owner. At the time of each summary abatement the city shall notify the property owner of the abatement and the costs thereof. The notice shall state that the property owner may request a hearing within ten days after the date of mailing the notice. The notice and hearing shall be provided for in this division. Unless otherwise determined at the hearing the cost of the abatement shall be determined and collected as provided in sections 46-49 through 46-50.

Please contact Community Development at 405-354-6676 if you feel you have received this notice in error or too discuss your situation with a Code Enforcement Officer.



DEVELOPMENT
SERVICES

ABATEMENT INVOICE

DATE OF INVOICE: June 29, 2016 **INVOICE #:** 436-2016
VIOLATION ADDRESS: 508 Queensboro Pl.
LEGAL DESCRIPTION: Lot 08, Blk 10 in Kouba 5th Addition to the City of Yukon
OWNER OF PROPERTY: Doris E. Devoll, Trustee
DATE OF ABATEMENT: June 24, 2016
DESCRIPTION OF ABATEMENT: Mowing/cutting of Tall Grass and Weeds.
 Remove Trash and debris
CONTRACTOR: City of Yukon – Public Works Department

AGREED	PRICE FOR	SERVICE	TOTAL
Brush hog Weed eat	Mowing & trim	Vacant lots around fences etc.	\$221.70
TOTAL			\$221.70

EQUIPMENT	SUPPLIES	SPECIAL NEEDED	TOTAL
Sanitation	Services	Fee	
TOTAL			

DEVELOPMENT	SERVICES	ADMIN FEES	TOTAL
Postage	Filing Fess	Admin time & supplies	\$100.00
TOTAL			\$100.00

TOTAL	\$ 321.70
--------------	------------------



DEVELOPMENT
SERVICES

NOTICE OF ABATEMENT INVOICE

Date: 6/29/16

Owner: Doris E. Devoll, Trustee
809 Kouba Dr
Yukon OK 73085

Occupant: Johnnie Phillips
508 Queensboro Pl
Yukon, OK 73099

VIOLATION ADDRESS: 508 Queensboro Pl., Yukon, OK. 73099

LEGAL: Lot 08, Blk 10 in Kouba 5th Addition to the City of Yukon

The City of Yukon is sending you this letter, to give you **notice of Invoice for Abatement of a Violation of the City of Yukon Code of Ordinances, Chapter 46 Environment; Article II Nuisances.**

Sec. 46-42 Declaration of nuisance

Any accumulation of trash or **growth of grass or weeds** within the city which meets conditions described in section 46-41 is hereby declared to be a public nuisance and may be administered under this division or considered to be a public offense under this section, at the sole discretion of the city.

Sec. 46-41 Definitions

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Weed includes, but is not limited to, poison ivy, poison oak, or poison sumac and all vegetation, including grass, at any state of maturity which:

- (1) Exceeds ten inches in height, except healthy trees, shrubs or produce for human consumption grown on a tended and cultivated garden unless such trees and shrubbery by their density or location constitute a detriment to the health, benefit and welfare of the public and community or a hazard to traffic or create a fire hazard to the property or otherwise interfere with the mowing of such weeds;
- (2) Regardless of height, harbors, conceals or invites deposits or accumulation of refuse or trash;

You were mailed a Notice of Violation and Hearing on June 7, 2016 and asked to correct the violation(s) or you had option to attend an Administrative Hearing, which was held before the City Manager or his designee, at 500 W. Main Street, Yukon, Oklahoma on **June 20, 2016** at 9:00 am. The violation was not corrected and you did not appear at the hearing.

Please find attached an Invoice for the Abatement of your property as described above, in the amount of \$321.70. **You have 30 days from the date of this Notice to pay the Invoice.** If the Invoice in the amount of \$321.70 is **not paid on or before July 29, 2016**, the City of Yukon will take steps to file a lien against the property in the amount of the Invoice plus interest.

**** SEE BACKSIDE FOR ADDITIONAL INFORMATION ****

VIOLATION ADDRESS: 60 N Ranchwood Blvd., Yukon, OK 73099.

Payments:

- Are required to be submitted to Development Services and can either:
 - Be delivered to Development Services at 334 Elm Avenue, Yukon or
 - Be mailed to Development Services at P.O. Box 850500, Yukon, OK 73085
- We will accept cash, personal checks, business checks or bank cashier checks.
- All checks should be made payable to the City of Yukon.

Also as was noted in the **"Notice of Violation and Hearing" dated 6/07/16**, for a period of six months beginning on the date of the Hearing, June 20, 2016, we have the authority to abate (correct nuisance violations for tall grass and weeds) as they occur, without giving the property owner further notice. We will and are required to give you Notice of the Abatement Invoice after each future abatement and give you 30 days to pay those future Invoices for Abatement.

Sec. 46-51. Recurring abatement

If the city council causes property within the city limits to be cleaned of trash and weeds or grass to be cut or mowed in accordance with the procedures provided for in this division, any subsequent accumulations of trash or excessive weeds or grass growth on the property occurring within a six-month period may be declared to be a nuisance and may be summarily abated without further prior notice to the property owner. At the time of each summary abatement the city shall notify the property owner of the abatement and the costs thereof. The notice shall state that the property owner may request a hearing within ten days after the date of mailing the notice. The notice and hearing shall be provided for in this division. Unless otherwise determined at the hearing the cost of the abatement shall be determined and collected as provided in sections 46-49 through 46-50.

Please contact Development Services at 405-354-6676 if you feel you have received this notice in error or too discuss your situation with a Code Enforcement Officer.



PUBLIC WORKS

**ABATEMENT
508 Queensboro Pl
6/24/2016**

MANPOWER	(quant.)	RATE	HRS	TOTAL
3007		\$39.78	2.00	\$79.56
inmates	5	\$0.16	2.00	\$1.60
TOTAL			4.00	\$81.16

EQUIPMENT	(quant.)	RATE	HRS	TOTAL
Van		\$0.540	1.00	\$0.54
Utility Trailer		\$20.00	1.50	\$30.00
Weedeaters	5	\$10.00	1.50	\$75.00
Mower		\$20.00	1.50	\$30.00
Blower		\$10.00	0.50	\$5.00
TOTAL			6.00	\$140.54

MATERIALS / SUPPLIES	TOTAL
TOTAL	\$0.00

GRAND TOTAL FOR PUBLIC WORKS	\$221.70
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**CITY OF YUKON
DEVELOPMENT SERVICES
INTERNAL- ABATEMENT SERVICE WORK ORDER**

WORK ORDER NUMBER: 240-2016
VIOLATION ADDRESS: 508 Queensboro Pl
DATE ISSUED: 6/22/2016
PERSON AUTHORIZING: Ken Silk **Phone #** 435-6022

DESCRIPTION OF ABATEMENT SERVICE:

Mow all tall grass and weeds front, sides and back yards (volunteer trees = weeds)
Remove all trash, leaves, dead tree limbs scattered on property
most if not all violations are in back and side yards

ISSUED TO: Public Works
Date Abatement Completed: 6-24-16
Date Invoice Received: 6-29-16
Amount of Invoice \$ 321.70

Date emailed to PW: 6/22/2016

Kenneth W. Silk
Authorized City Employee



DEVELOPMENT
SERVICES

NOTICE OF VIOLATION AND HEARING

Date: 06/07/16

Owner: Doris E. Devoll, Trustee
809 Kouba Dr
Yukon, Ok 73099

Occupant: Johnnie Phillips
508 Queensboro Pl
Yukon, OK 73099

VIOLATION ADDRESS: 508 Queensboro Pl., Yukon, OK 73099.

Legal: Lot 08, Blk 10 in Kouba 5th Addition to the City of Yukon

The City of Yukon is sending you this letter, to give you notice of a Violation of the City of Yukon Code of Ordnances, **Chapter 46 Environment; Article II Nuisances**

Sec. 46-42 Declaration of nuisance

Any accumulation of **trash** or **growth of grass or weeds** within the city which meets conditions described in section 46-41 is hereby declared to be a public nuisance and may be administered under this division or considered to be a public offense under this section, at the sole discretion of the city.

Sec. 46-41 Definitions

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Trash means any refuse, litter, ashes, leaves, debris, paper, combustible materials, rubbish, offal or waste, or matter of any kind or form which is uncared for, discarded or abandoned.

Weed includes, but is not limited to, poison ivy, poison oak, or poison sumac and all vegetation, including grass, at any state of maturity which:

(1) Exceeds ten inches in height, except healthy trees, shrubs or produce for human consumption grown on a tended and cultivated garden unless such trees and shrubbery by their density or location constitute a detriment to the health, benefit and welfare of the public and community or a hazard to traffic or create a fire hazard to the property or otherwise interfere with the mowing of such weeds;

(6) Is dead or diseased.

Corrective actions needed: 1.) Trash Violation: Remove all trash, debris, household furniture and appliances stacked/piled outside of house and secured buildings, including but not limited to dead leaves on west side of house. 2.) Grass and Weed Violation: Trim and remove all volunteer trees and tall grass and other weeds, primarily in back yard. 3.) Trash Cart Violation: Remove from setting in front of Garage and keep trash cart(s) behind the front of the house, except on Trash pick-up days.

You are hereby advised that a **HEARING** will be held before the City Manager or his designee, at 500 W. Main Street, Yukon, Oklahoma on **June 20, 2016** at 9:00 am to determine whether the property should be declared a nuisance if the violation is not abated before that date. If the City causes the property to be cleaned of trash and weeds the cost thereof together with interest shall be a lien against the property. Until fully paid, the costs and interest shall also be a personal obligation of the property owner.

**** SEE PAGE 2 FOR ADDITIONAL IMPORTANT INFORMATION****

VIOLATION ADDRESS: 508 Queensboro Pl., Yukon, OK 73099.

Sec. 46-51. Recurring abatement

If the city council causes property within the city limits to be cleaned of trash and weeds or grass to be cut or mowed in accordance with the procedures provided for in this division, any subsequent accumulations of trash or excessive weeds or grass growth on the property occurring within a six-month period may be declared to be a nuisance and may be summarily abated without further prior notice to the property owner. At the time of each summary abatement the city shall notify the property owner of the abatement and the costs thereof. The notice shall state that the property owner may request a hearing within ten days after the date of mailing the notice. The notice and hearing shall be provided for in this division. Unless otherwise determined at the hearing the cost of the abatement shall be determined and collected as provided in sections 46-49 through 46-50.

Please contact Community Development at 405-354-6676 if you feel you have received this notice in error or too discuss your situation with a Code Enforcement Officer.



CANADIAN

Data provided by **MATT WEHMULLER** County Assessor

Property Information - Date 06/06/2016

The CANADIAN County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The CANADIAN County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image				
Account	090016988		<p>S:\Jeffer Stuff\County_Pictures\Miscpics\2011-12-30\IMG_007 Image Date 6/27/2013</p>				
Parcel ID	090400-010008-000000						
Cadastral ID							
Property Type	REAL - Real Property						
Property Class	UR						
Tax Area	1 - I-27 YC						
Lot Size	1.00 - Lots						
Owners Name	DEVOLL,DORIS E TRUSTEE DORIS E DEVOLL REV LIV TRUST 809 KOUBA DR YUKON OK 73099-3930						
Parcel Location							
Situs	00508 QUEENSBORO PL						
Subdivision	KOUBA SEC 5						
Lot/Block	0008 / 0010						
Sec/Twn/Rng	0 - 0 - 0 - 0						
Neighborhood	300001 - Zone C Yukon						
Legal Description							
KOUBA 5TH LT 8 BLK 10							
Valuation	2016	2015	Tax Detail (Millages)		%	Mills	Dollars
Land Value	16,000	16,000	C001	CANADIAN COUNTY			
Improvements	97,602	92,167		COUNTY GENERAL	9.5	10.39	128.07
Mobile Home	0	0		COUNTY SCHOOL	3.8	4.16	51.28
Fair Market Value	113,602	108,167		COUNTY HEALTH	1.4	1.56	19.23
Taxable Value - Capped	107,910	102,772	S027	YUKON			
Assement Ratio	12%	12%		GENERAL	33.4	36.53	450.28
Gross Assessed	12,949	12,333		BUILDING	4.8	5.22	64.34
Exemptions	0	0		SINKING	26.9	29.45	363.01
Net Assessed	12,949	12,333	T090	YUKON			
Tax Rate	109.3600	109.3600		CITY/TOWN SINKING	5.0	5.44	67.05
Estimated Taxes	1,416.00	1,349.00	V006	CANADIAN VALLEY			
				VO-TECH GENERAL	9.5	10.40	128.19
				VO-TECH BUILDING	4.8	5.20	64.10
				VO-TECH-SINKING	0.9	1.01	12.45



CANADIAN

Data provided by MATT WEHMULLER County Assessor

Property Information - Date 06/06/2016

Sale History							
Instrument	Book	Page	Grantor	Date	Price	Code	
2843-582	2843	582	MITCHELL, IVAN B & JODIE B~TRSTES#	11/2003		0	No
2843-589	2843	589	MITCHELL, IVAN B & JODIE B~TRSTES	11/2003		0	No
2843-597	2843	597	DEVOLL, DORIS E SUCC~TRUSTEE#	11/2003		0	No
2843-603	2843	603	DEVOLL, DORIS E	11/2003		0	NO
2843-599	2843	599	DEVOLL, DORIS E	11/2003		0	No
1773-311	1773	311	MITCHELL, IVAN B & JODIE B	11/1992		0	N

Billed History							
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax	
2015	DEVOLL, DORIS E TRUSTEE	1	108,167	0	12,333	1,349.00	
2014	DEVOLL, DORIS E TRUSTEE	1	98,235	0	11,745	1,295.00	
2013	DEVOLL, DORIS E TRUSTEE	1	99,524	0	11,186	1,219.00	
2012	DEVOLL, DORIS E TRUSTEE#	1	95,809	0	10,654	1,157.00	
2011	DEVOLL, DORIS E TRUSTEE#	1	95,809	0	10,146	1,117.00	
2010	DEVOLL, DORIS E TRUSTEE#	1	95,809	0	9,663	1,070.00	
2009	DEVOLL, DORIS E TRUSTEE#	1	89,299	0	9,203	1,000.55	
2008	DEVOLL, DORIS E TRUSTEE#	1	89,299	0	8,765	965.64	
2007	DEVOLL, DORIS E TRUSTEE#	1	89,299	0	8,348	964.53	

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	Single-Family Residence	Average	Average	1973	100% Veneer, Brick	100% Warmed & Cooled Air	1,665	1,665
	MASONRY FIREPLACE						1	1
	CT (1)						1	1

Attached Images

Image ID: 16631
Image Date: 6/23/2009

Sketch Image. Saved : 09/11/2013 02:34:28P



DATE: August 9, 2016

FROM: Mitchell Hort
Director Development Services

TO: City Manager, City Council & City Clerk

RE: Preliminary Plat for Salazar Residential (Apartments)

MEMORANDUM

Attached please find the minutes from the July 18, 2016, Planning Commission meeting for a request on a Preliminary Plat for Salazar Residential. A 24 unit apartment complex located at 405 N Piedmont Road.

Commissioner Hatley stated I would like to make a motion; in the case of the applicant Bannister Engineering LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with the staff recommendations cited in the staff report. I move that this item be recommended for approval to the City Council with the following conditions:

- 1) Applicant must add a note to the preliminary plat showing West End Pointe Sec 1 to the south of the proposed plat prior to final plat being accepted by the Planning Commission.
- 2) Applicant must resubmit preliminary plat showing topographic contours at two (2) foot intervals.

Seconded by Commissioner Baker

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nays: None

Vote: 4-0

Motion Carried

7. ITEM: TO HEAR A REQUEST BY GRUBBS CONSULTING LLC ON BEHALF OF SALAZAR HOMES INC. FOR A PRELIMINARY PLAT; A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP TWELVE (12) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, YUKON, CANADIAN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE WEST LINE SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 1580.99 FEET NORTH OF THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER (SW/4); THENCE CONTINUING NORTH 00°00' 15" EAST ON THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) FOR A DISTANCE OF 460.66 FEET; THENCE NORTH 89°59' 25" EAST FOR A DISTANCE OF 310.00 FEET; THENCE SOUTH 00°00' 15" WEST FOR A DISTANCE OF 460.66 FEET; THENCE SOUTH 89°59' 25" WEST FOR A DISTANCE OF 310.00 FEET TO THE POINT OR PLACE OF BEGINNING, CONTAINING 3.27 ACRES MORE OR LESS.

David Box, 225 Calcourt Dr., I'm here on behalf of the applicant, plus I have here my civil engineer, Mark Grubbs. There was a previous application on this site for a multi-family project; that submittal has been withdrawn. What comes before the commission tonight is nothing more than a preliminary plat with a portion of the property that is already zone R-3. As your staff report notes, what we seek to do here today is permitted by right with the density, height, etc. The size of the lot is about 3.28 acres; there were several

commitments made through that PUD process; staff has asked that we still adhere to them; we are in agreement with those. Your staff does recommend approval with the conditions and we do agree with the conditions. I believe it's important to focus on what we have here; (3) buildings with 24 units; all buildings will be (1) story with pitched roofs. Here is a rendering of what you will see; they are all brick, they look like a large ranch style home almost now that they are single story. There is one access point. When you consider a zoning case and a plat, I think it's important to note the difference; a plat is a very different approach than you sit in the capacity of hearing a zoning case. I would like Mr. Grubbs to address the drainage issue; we did have a meeting with the neighbors last week and that was one of the concerns. All the drainage issues pursuant to this plat will be complied with.

Mark Grubbs, 1819 S Morgan Rd., as David said I am the civil engineer on the project. One of the requirements of the submittal process, at the final plat stage, we submit a no rise certificate – which that would have to prove that there will be no adverse effects in the rise of the water; so we won't make it any worse than the existing drainage issues are now. I spoke with your City Engineer today, prior to this meeting we did do a preliminary no rise certificate on this and your City Engineer approved; your City also is requesting that we pay a Fee-in-Lieu of this detention, project so not to hold this water back. We will have to meet the City Drainage Ordinance. The City Engineer will have to approve when we get to the Final plat stage. Chairman Taylor asked Mitchell all these conditions that we have before us here – the gentlemen said they agree to what was on the PUD?

Mr. Hort replied yes, that is my understanding.

Commissioner Davis stated I see that more than ½ is still in the 100 year flood plain, is this being addressed?

Mr. Grubbs stated at the Final Plat stage we submit to the Core of Engineers to apply for a permit. You dig out of the flood plain and you use that to fill your pad above the flood plain, so you don't cause any adverse effect. Chairman Taylor stated I was told the little bit of rain we had this past week the ground was holding water out there to the North.

Mr. Grubbs stated I've seen pictures. I would like to mention, in the staff report it states that we will do a site screening along the South side – the neighbor to the South stated that there is drainage that comes on the Common area – we would not want to obstruct the flow with a site proof fence in that area.

Mitchell Hort stated typically what happens; you may want Mr. Grubbs to expand on it; you want that water out of there as quick as you can, you don't want to hold it and retain it.

Mr. Grubbs stated what a detention pond does is, stores water to release at a slower rate.

Chairman Taylor asked would this property be graded so it runs east.

Mr. Grubbs stated yes, it will grade to the East.

Chairman Taylor asked before we start, do you have one spokesperson for the group.

Crowd answered no.

David McDonald, 700 N Piedmont, stated I live directly across the street of where they are going to build. We owned a house in Bethany and someone came in and built apartments across the street from my house; they became run down, Section 8 and turned into trash; when I sold my house, I lost over \$70,000 due to the apartments. I then moved to Yukon about 11 years ago and now it's going to be the same thing again. What about traffic? Are they coming out on Piedmont road?

Mr. Grubbs stated yes there is one entrance, exit off of Piedmont road.

Mr. McDonald asked where is it at? Northside, middle?

Mr. Grubbs shows him the plat.

Mr. McDonald states that's right in front of my house. I'll have lights shining through my house constantly. This is why I moved out of Bethany and now it's happening all over again. Is Salazar going to compensate me for the loss of the value of my house? This is something you all need to think about – I live there.

Jeff Bratcher, 500 Oak Creek, stated he is going to slant this to the East? I back up to this; as your aware of the flooding, the drainage is not getting any better; so now I'm going to get it from the front and the back. I was picking up trash in my yard from the creek flooding. So if he slants it to the East all these permanent residents – “not temporary residents” will be affected. I'm totally against this.

Dwight Langstrat, 305 N Piedmont Rd, stated I did a little measurement the other day, 310 feet into the flood plain; the lowest point to the creek and my place, Hwy 4 is about 230 feet; from the Hwy East it is 2 feet lower there. There trying to tell us that they're going to get this water to flow east – it won't flow east, it will flow west. Don't know how an Engineer can tell us they can change the flow of water – everyone knows it flows downhill.

Steve Kroutil, 302 Ellison, stated and I back up on the east side of the creek. Mr. Kroutil passed pictures to the Board and stated that is in my back yard looking across Mr. Langstrat's property to the northwest. They talked about a no rise stipulation – water would not be allowed to be any higher than the existing flood zone; does that take into consideration all the building that is going on south and all that water that is going to be headed this way. I've already had water up to and in the inside of my fence. I don't want anymore.

James Choate, 403 Oak Creek stated I would like to ask the Commissioners to ask for an extensive study of flooding upstream/downstream of this property; the long-term effects it's going to have on the current residents in the Ranchwood Addition. I would also ask that you take into consideration the plot of land that sits on Main and Piedmont road where that road plant was put in temporarily – what's going to happen when that is developed? Chairman Taylor asked Mitchell what has been done by our City Engineer about water study?

Mr. Hort replied the applicant Mr. Grubbs has provided a preliminary drainage report to the City Engineer, is my understanding. City Engineer has reviewed that preliminary report and I think they have come to some

agreement as to what will be required for the full submittal to us and FEMA as well.

Chairman Taylor asked so at some point FEMA will have to sign off on this?

Mr. Hort replied yes the no-rise.

Chairman Taylor asked and the Core will also?

Mr. Hort replied that is correct.

Mr. Box stated a full drainage report will be done and turned into the City Engineer. There was also a traffic study done and turned into City. All the developer can do is handle the water on their site; all they can do is comply with the rules and regulations as they exist per City. All those rules and regulations have and will be complied with. The City Engineer will ensure at the time of development and building that everything is done to the letter of the law. When you have a development that meets all those conditions, and it's not a zoning case, we believe it should be approved.

Ted Walker, 305 Allison, stated less than 2 weeks ago I was up N Piedmont road and we had less than 1 1/10 inch of rain, and the drainage ditch right in front of the soccer field and past of the Wright property was completely full. I drive down on 10th St. and I see what they are putting on those 80 acres for drainage. Well if you have 80 acres of asphalt, concrete draining into there, heaven help us. What will happen to us, do we have to get flood insurance, because Mr. Salazar wants to detour that water toward us? I think not! I ask you to deny this for all these people here.

Heather Bratcher, 500 Oak Creek, stated I find it concerning to me and I'm sure of other people that these gentlemen are only concerned with the law for them and not the residents that will be affected around them. I ask that this not be approved until a water study is done in all directions; to prove that the water will not adversely affect the permanent residents.

Mr. Langstrat stated I have one more thing, he said this has been presented to the City Engineer; I want to talk to this City Engineer! I want all of us here tonight to be able to talk to the City Engineer! Does he know how that water affects all of us? I doubt it!

Del Casin, 309 Alison, stated I've lived there the past 8 years; the past couple of years I've noticed after a rain, neighbor's trash cans flowing down the street toward Mark heading toward the field. When they are moving all the dirt around during the construction, what happens if we get torrential rains or 100 or 500 year floods? It will temporarily block drainage and back up. You say you're going to grade to the east; what is the current grade of the land right now? Do you know what you're going to grade to?

Mr. Grubbs replied we haven't looked at all the final grading at this point. We are just in the preliminary plat stage; once we get to the final plat stage, we will have more answers.

Bob Bradway, 521 Mark Ave., states one thing I would like to point out on Hwy 4 anytime we get any type of rain, heavy, small, anything, it is common practice for the Yukon Police Dept. to close the highway

Robin Reinhart, 700 N Piedmont, stated the last time we met there was going to be a total of 91 units? Now we are talking single-story units, is that correct?

Chairman Taylor stated that's correct.

Ms. Reinhart asked how many apartments?

Chairman Taylor stated 3 buildings, 24 apartments.

Ms. Reinhart asked so what happens 5 years down the road and it becomes run down and low-income apartments? You're decreasing all our property. Why does Yukon need another apartment building. The new plat shows that they are extending it to the North all the way to the substation.

Mr. Hort replied that is just the zoning – it is showing what area of land is zoned R-3.

Ms. Reinhart stated there is still water standing from last week's rain and garbage from the flooding. You don't know how many times I have to pull out my driver's license just to get two blocks to my house, when they have the barricades up. Which means two cars per apartment – so 48 more vehicles trying to get through a barricade when we are already fighting it.

Ted Walker asked are they going to widening Hwy 4?

Chairman Taylor stated yes that is the plan, but I don't know when.

Mr. Box stated we are actually donating the right-away for the street widening as part of this project.

Chairman Taylor stated these are all good points that everyone has brought up. This is a preliminary plat on land that is already zoned – it was zoned in 1972. This gentleman owns this piece of ground, whether I like or any of these people like it or not; we are here to uphold the law of what Yukon Code of Ordinances tells us to do and these people are within their rights to build; as long as they stay in that boundary and they will have a magnifying glass put on them by the City. Mitchell and I have talked about this extensively – I've talked about this with the City Manager. We understand that it is a terrible piece of ground, but as far as this application for a preliminary plat, there is investigations, planning etc. this is just the preliminary, nothing is being built yet. You will be notified when the final plat comes up. I'm sorry, but that is the law and that is what we are up here to do. Mr. Attorney am I correct in what I'm saying here?

Mark Osby stated that is correct, you have to abide by the law.

Commissioner Baker asked so this has been zoned since 1972?

Chairman Taylor stated yes, I don't know who or why.

Mr. Langstrat stated it was zoned for Landmark Baptist Church.

Commissioner Hatley stated I would like to make a motion; in the case of the application for a preliminary plat submitted by Grubbs Consulting, LLC, on behalf of Salazar Homes, Inc., we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with all plans and attachments cited in the staff report dated April 6, 201. I move that this item be recommended for approval with the following additional conditions:

- Applicant must submit a corrected, scaled Preliminary Plat prior to acceptance of a final plat application that includes the following items:
- Location, layout, type and proposed size of water, sewer and drainage facilities

- A 10-foot landscape buffer be imposed along the south property line, with evergreen trees @ 40-foot centers as was imposed on the previous preliminary plat application
 - A 6'-8' sight proof fence or wall along the south property line
 - A 6'-8' sight proof fence or wall along the north property line with a 5-foot landscape buffer with evergreen trees @ 40 foot centers
 - Street trees planted 30-foot on center along the west site of the property
 - Two-foot contours clear enough for reproduction
 - A minimum of 10% of the development area landscaped in order to ensure landscaping around the apartment buildings
 - A 6'-8' sight proof fence or wall along the south property line with an interior 10-foot landscape buffer with evergreen trees @ 40 foot centers
 - A 6'-8' sight proof fence or wall along the north property line with an interior 5-foot landscape buffer with evergreen trees @ 40 foot centers
 - An enhanced streetscape buffer installed along Piedmont Road that includes street trees spaced at 30 foot centers
 - Perpetual maintenance of the landscaping will be part of the development of the proposed facility
 - A detailed landscape plan shall be required for review and approval upon submittal of the final plat
 - Drainage improvements, if required, will be in accordance to applicable sections of the Yukon Code of Ordinances. Drainage ways may be permitted and constructed in accordance with Yukon's Municipal Code. Such drainage ways must be designed to handle adequate flows and cannot be built without specific approval of the City Engineer. The maintenance will be the responsibility of the property owners. The owner/developer shall be permitted, as permitted by the City of Yukon, to pay a fee-in-lieu-of (FILO) for detention at the time of development as to not adversely affect downstream or adjacent owners
 - Access to the development shall be limited to two access points on to Piedmont Road
 - Sidewalks shall be in accordance with Municipal Code requirements. Sidewalks shall not be required along Piedmont Road at the time of the development unless Piedmont Road has been improved. The owner/developer shall be required to pay a Fee-In-Lieu-Of (FILO) for sidewalks should the development of precede Piedmont Road improvements. Pedestrian access shall be provided throughout the development.
- 2) Applicant must comply with all requirements noted in # 4 of this report
- The maximum number of units is 24
 - Maximum height for the entire property is 1 story. Pitched roofs concealing mechanical devices and/or other appurtenances are permitted.

- Parking will be provided per City Ordinance. All parking will be open parking. Covered parking is not permitted.
 - To minimize light spill-over on residential uses, outdoor lights within the development will be directed away from any adjacent residential properties. To accomplish this, lights shall utilize shields, shades or other appropriate methods of directing light beams.
 - Free-standing Accessory signs; there shall be one (1) freestanding sign allowed for this property. There shall be a landscape area the base of the freestanding sign, Maximum height shall be 8 feet with a maximum display area of 100 square feet.
 - Non-accessory signs and electronic message display signs are specifically prohibited.
 - A detailed sign exhibit shall be submitted for review and approval no later than with submittal of a final plat.
 - Maintenance of the subject property shall be the responsibility of the owner (s) of said property of Property Owners' Association in perpetuity. The property shall be kept free of debris and trash at all times and shall not be allowed to deteriorate to a visual nuisance.
- 3) Applicant must also submit the following items prior to acceptance of a final plat application.
- A description of the improvements such as grading, paving, tree planting, walks, and installation of utilities which the subdivide proposes to make, and the time when they are proposed to be made.
 - A new no-rise certification study will need to be submitted as a portion of the proposed current development plan is within the floodplain.
 - A fee-in-lieu of a detention pond.

Commissioner Hatley stated I would like to amend the beginning of the motion to read; "We find ourselves in agreement with all plans and attachments cited in the staff report dated "July 11, 2016" (amendment)

Seconded by Commissioner Baker

Chairman Taylor asked, Mitchell, in all of this it says nothing about the East side of the property; sight screening or anything?

Mitchell Hort replied it is not listed in here, but it was listed in the April 6th staff report.

Chairman Taylor stated we need to have something listed; I want to know what is going to be on the East side of the property.

Mr. Hort stated the complete "East" of the property, they are not going to disturb anything; but I believe Mr. Chairman is asking about the zoned East property?

Chairman Taylor stated that is correct. Gentleman, it seems like something should be done on that side.

Mr. Box stated we are willing to do trees every 40 feet on the Eastern side of the plat, the platted lot.

Someone from the audience asked about parking.

Chairman Taylor stated Mitchell made sure there would be enough parking for the 24 tenants.

Commissioner Hatley stated I would like to amend the motion for an additional condition;

- There will be a landscape buffer along the East side, with Evergreen trees with 40 foot centers.

Seconded by Chairman Baker.

Chairman Taylor stated we are trying, ladies & gentleman, to not hurt your property. Staff will watch this very close so they don't try to deviate from this.

Commissioner Baker suggested since there is only one (1) driveway and Mr. McDonald has one driveway, can you take a look at possibly moving the driveway one way or the other, so it doesn't shine directly at his house.

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nays: None

Vote: 4-0

Motion Carried

~~8. NEW BUSINESS~~

~~NONE~~

~~9. ITEM: OPEN DISCUSSION~~

~~NONE~~

~~10. ADJOURNMENT -NEXT MEETING AUGUST 8, 2016~~

~~Meeting adjourned at 8:05 p.m.~~

LEGAL DESCRIPTION:

A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP TWELVE (12) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, YUKON, CANADIAN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 1580.99 FEET NORTH OF THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER (SW/4);

THENCE CONTINUING NORTH 00°00'15" EAST ON THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) FOR A DISTANCE OF 460.66 FEET;

THENCE NORTH 89°59'25" EAST FOR A DISTANCE OF 310.00 FEET;

THENCE SOUTH 00°00'15" WEST FOR A DISTANCE OF 460.66 FEET;

THENCE SOUTH 89°59'25" WEST FOR A DISTANCE OF 310.00 FEET TO THE POINT OR PLACE OF BEGINNING, CONTAINING 3.27 ACRES MORE OR LESS.

PRELIMINARY PLAT

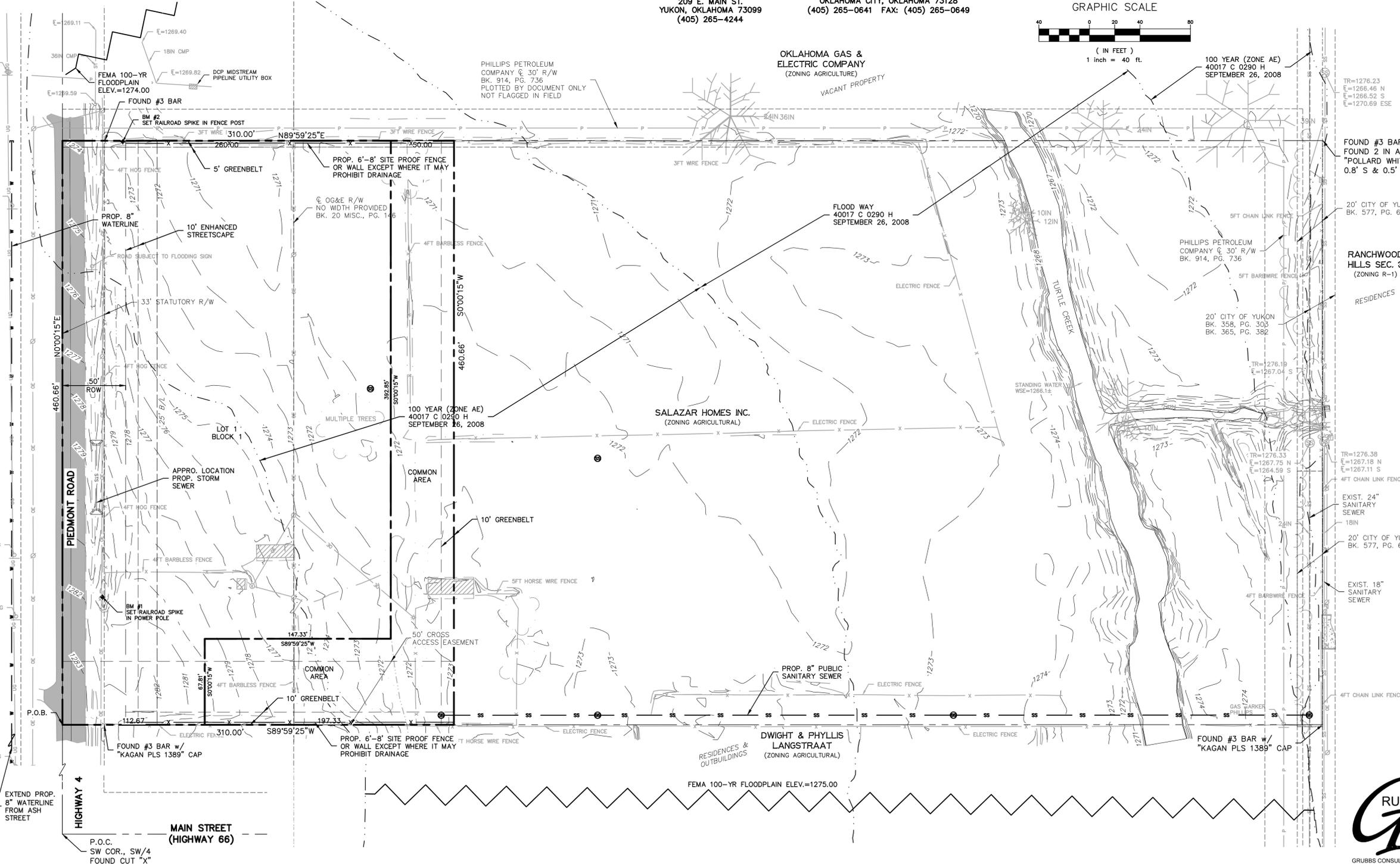
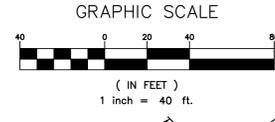
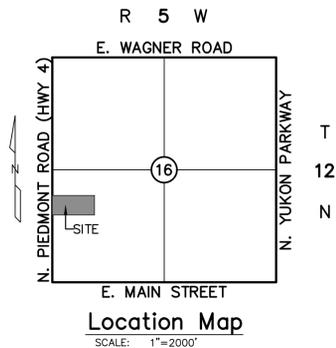
SALAZAR RESIDENTIAL

A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP TWELVE (12) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, YUKON, CANADIAN COUNTY, OKLAHOMA

OWNER:
MIKE SALAZAR
SALAZAR HOMES, INC.
209 E. MAIN ST.
YUKON, OKLAHOMA 73099
(405) 265-4244

ENGINEER:
GRUBBS CONSULTING, LLC
1819 S. MORGAN ROAD
OKLAHOMA CITY, OKLAHOMA 73128
(405) 265-0641 FAX: (405) 265-0649

Legend	
B/L =	BUILDING LINE
U/E =	PUBLIC UTILITY EASEMENT
D/E =	PUBLIC DRAINAGE EASEMENT
D&U/E =	PUBLIC DRAINAGE & UTILITY EASEMENT
PDE =	PRIVATE DRAINAGE EASEMENT
ROW =	RIGHT-OF-WAY



- NOTES:**
- A MINIMUM OF 10% OF THE DEVELOPMENT AREA SHALL BE LANDSCAPED.
 - A 6 TO 8 FOOT TALL SIGHT-PROOF FENCE OR WALL SHALL BE PROVIDED ALONG THE NORTH & SOUTH PROPERTY LINES, EXCEPT WHERE DRAINAGE STRUCTURES AND/OR ACCOMMODATIONS FOR DRAINAGE ARE REQUIRED/LOCATED.
 - A MINIMUM 10 FOOT WIDE GREENBELT SHALL BE PROVIDED ALONG THE SOUTH PROPERTY LINE, EXCEPT WHERE DRAINAGE STRUCTURES AND/OR ACCOMMODATIONS FOR DRAINAGE ARE REQUIRED/LOCATED. EVERGREEN TREES PLANTED ON 40 FOOT CENTERS SHALL BE PROVIDED WITHIN THIS GREENBELT.
 - A MINIMUM 5 FOOT WIDE GREENBELT SHALL BE PROVIDED ALONG THE NORTH PROPERTY LINE, EXCEPT WHERE DRAINAGE STRUCTURES AND/OR ACCOMMODATIONS FOR DRAINAGE ARE REQUIRED/LOCATED. EVERGREEN TREES PLANTED ON 40 FOOT CENTERS SHALL BE PROVIDED WITHIN THIS GREENBELT.
 - EVERGREEN TREES PLANTED ON 40 FOOT CENTERS SHALL BE PROVIDED ALONG THE EAST BOUNDARY OF THE COMMON AREA.
 - AN ENHANCED STREET-SCAPE BUFFER SHALL BE PROVIDED ALONG PIEDMONT ROAD. STREET TREES SPACED AT 30 FOOT CENTERS SHALL BE PLANTED WITHIN THIS BUFFER.
 - PERPETUAL MAINTENANCE OF ALL LANDSCAPING WILL BE PART OF THE DEVELOPMENT OF THE PROPERTY.
 - A DETAILED LANDSCAPE PLAN SHALL BE REQUIRED FOR REVIEW AND APPROVAL UPON SUBMITTAL OF FINAL PLAT.
 - DRAINAGE IMPROVEMENTS, IF REQUIRED, WILL BE IN ACCORDANCE TO APPLICABLE SECTIONS OF THE YUKON CODE OF ORDINANCES. DRAINAGEWAYS MAY BE PERMITTED AND CONSTRUCTED IN ACCORDANCE WITH YUKON'S MUNICIPAL CODE. SUCH DRAINAGEWAYS MUST BE DESIGNED TO HANDLE ADEQUATE FLOWS AND CANNOT BE BUILT WITHOUT SPECIFIC APPROVAL OF THE CITY ENGINEER. THE MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS. THE OWNER/DEVELOPER SHALL BE PERMITTED, AS PERMITTED BY THE CITY OF YUKON, TO PAY A FEE-IN-LIEU-OF (FILO) FOR DETENTION AT THE TIME OF DEVELOPMENT SO AS TO NOT ADVERSELY AFFECT DOWNSTREAM OR ADJACENT OWNERS.
 - ACCESS TO THE DEVELOPMENT SHALL BE LIMITED TO TWO ACCESS POINTS ONTO PIEDMONT ROAD.
 - SIDEWALKS SHALL BE IN ACCORDANCE WITH MUNICIPAL CODE REQUIREMENTS. SIDEWALKS SHALL NOT BE REQUIRED ALONG PIEDMONT ROAD AT THE TIME OF THE DEVELOPMENT UNLESS PIEDMONT ROAD HAS BEEN IMPROVED. THE OWNER/DEVELOPER SHALL BE REQUIRED TO PAY A FEE-IN-LIEU-OF (FILO) FOR SIDEWALKS SHOULD THE DEVELOPMENT PRECEDE PIEDMONT ROAD IMPROVEMENTS. PEDESTRIAN ACCESS SHALL BE PROVIDED THROUGHOUT THE DEVELOPMENT.

DATE OF PREPARATION: AUGUST 9, 2016

GRUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1819 S. Morgan Road
Oklahoma City, OK 73128
Phone: (405) 265-0641
Fax: (405) 265-0649
GRUBBS CONSULTING, LLC. CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/30/18

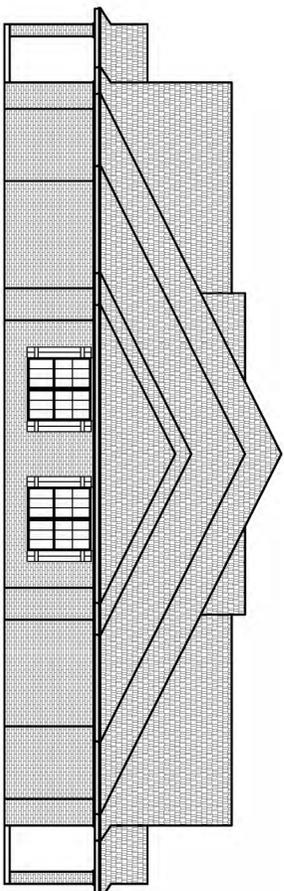
SALAZAR RESIDENTIAL

BLDG. AREA: 9,862 SQ. FT.

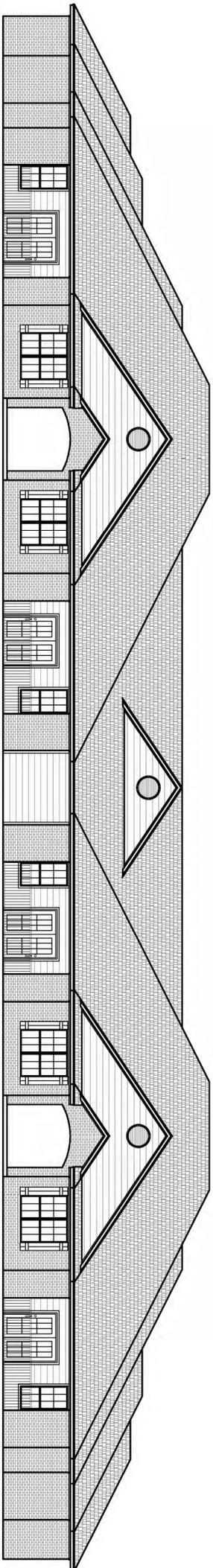
VENEER FOOTAGE

9,862

BLD. 1



SIDE ELEVATION

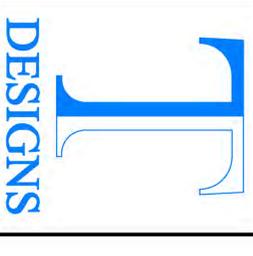


FRONT ELEVATION

NOTES TO ARCHITECTURE:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



NOTES:

BUILDING PERMITS ARE TO BE OBTAINED FOR THIS SET OF PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

Salazar Roofing & Construction
Project: Salazar Residential
Address: Exhibit A

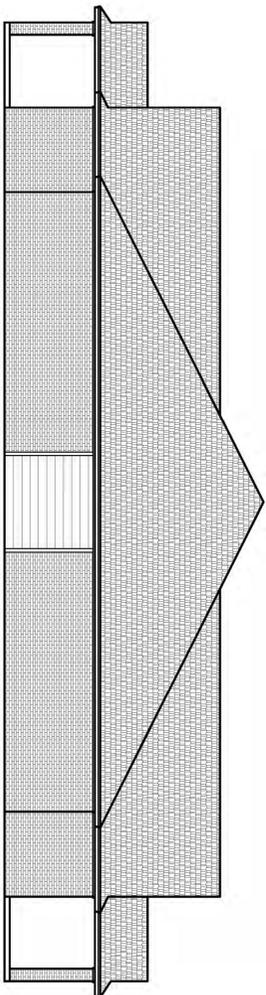
ELEVATIONS
SCALE 1/8"=1'-0"

BLDG. 2

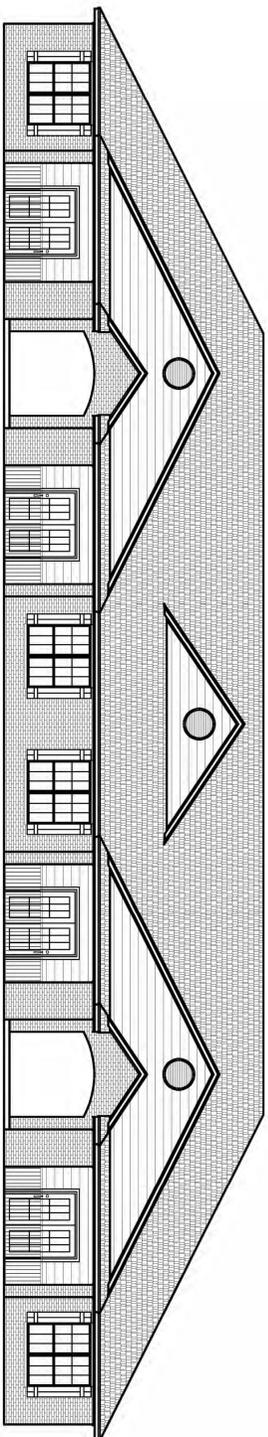
VENER FOOTAGE

6,817

BLD. 2



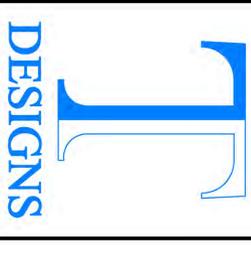
SIDE ELEVATION



FRONT ELEVATION

NOTICE TO THE USER: THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE, REPRODUCTION, OR MODIFICATION OF ANY PART OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED AND WILL BE CONSIDERED A VIOLATION OF THE ARCHITECT'S PROFESSIONAL ETHICS AND MAY BE SUBJECT TO LEGAL ACTION.

THESE PLANS AND SPECIFICATIONS ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE, REPRODUCTION, OR MODIFICATION OF ANY PART OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED AND WILL BE CONSIDERED A VIOLATION OF THE ARCHITECT'S PROFESSIONAL ETHICS AND MAY BE SUBJECT TO LEGAL ACTION.



BUILDING PERMITS ARE TO BE ISSUED FOR THIS SET OF PLANS ONLY IF THE (T.D.) LOGO SHOWN ABOVE IS BLUE.

Salazar Roofing & Construction
 Project: Salazar Residential
 Address: Exhibit A

ELEVATIONS
 SCALE 1/8"=1'-0"

RESOLUTION NO. 2016-10**A Resolution of the City Council of the City of Yukon, Oklahoma
Adopting the Operating Budget for the Fiscal Year**

WHEREAS, the City Council of the City of Yukon, Oklahoma has completed the process required in 11 O.S. § 17-201 et.seq.; and

WHEREAS, agreement has been reached relative to the estimated revenues and necessary appropriations for the various accounts within various funds for the 2016-2017 fiscal year; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YUKON, OKLAHOMA:

Section 1. That the 2016-2017 fiscal year operating budget was adopted on June 7, 2016 as required by 11 O.S. ~ 17-213, and amended August 2, 2016.

Section 2. That the resolution and a copy of the adopted budget have been transmitted to the Oklahoma State Auditor and Inspector and one copy transmitted to the Clerk of this municipality.

Section 3. That sinking fund requirements be filed with the Canadian County Excise Board.

PASSED and approved by the Mayor and City Council of the City of Yukon, Oklahoma this 16th day of August, 2016.

John Alberts, Mayor

ATTEST:

City Clerk

CITY OF YUKON, OKLAHOMA

SINKING FUND SCHEDULES

JUNE 30, 2016

AND

SINKING FUND

ESTIMATE OF NEEDS

FOR

FISCAL YEAR ENDING

JUNE 30, 2017

INDEX

	<u>Page No.</u>
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Form SF-1 Balance Sheet and Estimate of Sinking Fund Needs	4
Form SF-2 Statement of Cash Accounts, Disbursements and Balance	5
Form SF-3 Detail Status of Bond and Coupon Indebtedness	6-10
Form SF-4 Statement of Investments	11
Form SF-5 Judgment Indebtedness	12
Form SF-6 Unexpended Bond Proceeds	13
Form SF-7 Certificate of Excise Board and Appropriation of Income and Revenues	14-15

Pursuant to 11 O.S., 1981, Section 17-208, A. The municipal governing body shall hold a public hearing on the proposed budget no later than fifteen (15) days prior to the beginning of the budget year. Notice of date, time and place of the hearing, together with the proposed budget summary, shall be published in a newspaper of general circulation in the municipality not less than five (5) days before the date of the hearing.

Please attach proof of publication.



August 5, 2016

Office of the State Auditor and Inspector
State of Oklahoma
2300 North Lincoln Boulevard, Room 100
Oklahoma City, OK 73105

Management is responsible for the accompanying financial statements and supplementary information of the City of Yukon, Oklahoma as of and for the year ended June 30, 2016, included in the accompanying form prescribed by the Oklahoma State Auditor and Inspector. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements and estimate of needs included in the accompanying prescribed forms nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements and supplementary information.

The financial statements and supplementary information included in the accompanying prescribed form are presented in accordance with the requirements of the Oklahoma State Auditor and Inspector pursuant to 68 OS Section 3003.B and as promulgated by 68 OS Section 3009-3011, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of management and the Office of the Oklahoma Auditor and Inspector and is not intended to be and should not be used by anyone other than these specified parties.

We are not independent with respect to the City of Yukon, Oklahoma.

Crawford & Associates, P.C.

Crawford & Associates, P.C.

CITY OF YUKON, OKLAHOMA
SINKING FUND
June 30, 2016

Line No.	Balance Sheets	New Sinking Fund		Industrial Development Bonds	
		Detail	Extension		Detail
Assets:					
1	Cash balance (Form SF-2, Line 21)	\$ 862,861			
2	Investments (Form SF-4, Col. 6)	-			
3					
4					
5					
6	Total Assets		\$ 862,861		\$0
Liabilities:					
7	Matured bonds outstanding (Form SF-3, Col. 19)				
8	Accrual on unmatured bonds (Form SF-3, Col. 18)	\$ 700,000			
9	Accrual on final coupons (Form SF-3, Col. 27)	-			
10	Unpaid interest coupons accrued (Form SF-3, Col. 34) - Matured	-			
11	Fiscal agency commission on above	-			
12	Judgments and interest levied	-			
13	Unpaid interest coupons accrued (Form SF-3, Col. 35) - Unmatured	76,667			
14					
15					
16	Total Liabilities		\$ 776,667		\$0
17	Excess of assets over liabilities (To Form SF-7, Line 2)		\$ 86,194		\$0
Estimate of Sinking Fund Needs - Next Year					
18	Interest required on bonds (Form SF-3, Col. 29)	\$ 220,667			
19	Accrual on bonds (Form SF-3, Col. 12)	600,000			
20	Accrual on judgments (Form SF-5, Line 12A)	-			
21	Interest accruals on judgments (Form SF-5, Line 12B)	-			
22	Commissions - Fiscal agencies	2,052			
23					
24					
25	Total Sinking Fund Provision (To Form SF-7, Line 1)	\$ 822,719			\$0

See Accountant's Compilation Report

SINKING FUND
STATEMENT OF CASH ACCOUNTS, DISBURSEMENTS AND BALANCES
 For the Fiscal Year Ended June 30, 2016

Line No.	New Sinking Fund	Industrial Development Bonds
Detail	Detail	Detail
Extension	Extension	Extension
1	Cash balance, Beginning of year, July 1, 2015	
2	Investments liquidated during year (Form SF-4, Col. 3)	
	\$ 878,084	
Receipts and Apportionments:		
3	Current year ad valorem tax	
4	Prior year's ad valorem tax	
5	Transfer from General Fund posting error in prior year	
6	Interest revenue	
7	Due from 96 Sales Tax Capital Imprv Fund	
8	Investment restatement	
9	Total receipts and apportionments	933,219
10	Balance	\$ 1,811,303
Disbursements:		
11	Interest coupons paid (Form SF-3, Col. 33)	
12	Bonds paid (Form SF-3, Col. 16)	
13	Commission paid fiscal agency	
14	Judgments paid	
15	Interest paid on judgments	
16	Investments purchased (Form SF-4, Col. 2)	
17	Operating transfer to General Fund	
18	Prior year adjustment	
19		
20	Total disbursements	948,442
21	Cash balance - End of year, June 30, 2016 (To Form SF-1, Line 1)	\$ 862,861

See Accountant's Compilation Report

SINKING FUND SCHEDULES
Detailed Status of Bond and Coupon Indebtedness as of June 30, 2016 and Accruals Thereon

1	2	3	4	5	6	7
---	---	---	---	---	---	---

1	2	3	4	5	6	7
Purpose of Bond Issue	Date of Issue	Date of Sale/Close	Date Maturing Begins	Amount of Each Uniform Maturity	Date of Final Maturity	Amount of Final Maturity
1 General Obligation Bonds of 2015	6/24/2015	6/24/2015	3/1/2016	440,000/ 785,000	3/1/2026	275,000
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
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25						
26						
27						
28						
29						
30						

PAGE TOTAL	440,000/
GRAND TOTAL	785,000 \$ 275,000

See Accountant's Compilation Report

SINKING FUND SCHEDULES
 Detailed Status of Bond and Coupon Indebtedness as of June 30, 2016 and Accruals Thereon

	15	16	17	18	19	20
--	----	----	----	----	----	----

Basis of Accruals Contemplated on Net Collections or Better in Anticipation

Deductions From Total Accruals

Total Bonds Outstanding

Bonds Paid Prior to 6/30/2015	Bonds Paid During 2015-2016	Matured Bonds Unpaid	Balance of Accrual Liability	Matured	Unmatured
-	785,000	-	700,000	-	6,100,000

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
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- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30

PAGE TOTAL

GRAND TOTAL \$	785,000	\$	-	\$	700,000	\$	-	\$	6,100,000
	(To SF-2, Line 12)								
	(To SF-1, Line 6)								
	(To SF-1, Line 7)								

See Accountant's Compilation Report

SINKING FUND SCHEDULES
 Detailed Status of Bond and Coupon Indebtedness as of June 30, 2016 and Accruals Thereon

	21	22	23	24	25	26	27	28	29
Coupon Computation									
Coupon Due									
% Interest									
Terminal Interest To Accrue									
Years To Run									
Accrue Each Year									
Tax Years Run									
Total Accrued To Date									
Current Interest Earnings Through 2016-2017								220,667	
Total Interest To Levy For 2016-2017 Sum of Cols. 25 & 28									220,667

1%¹/₅%

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
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- 25
- 26
- 27
- 28
- 29
- 30

PAGE TOTAL									
GRAND TOTAL								\$ 220,667	\$ 220,667

(To SF-1, Line 9) (To SF-1, Line 18)

See Accountant's Compilation Report

SINKING FUND SCHEDULES
Detailed Status of Bond and Coupon Indebtedness as of June 30, 2016 and Accruals Thereon

30	31	32	33	34	35
----	----	----	----	----	----

	Interest Earned But Unpaid 6/30/2015		Interest Coupon Account		Interest Earned But Unpaid 6/30/2016	
	Matured	Unmatured	Interest Earnings Through 2015-2016	Coupons Paid Through 2015-2016	Matured	Unmatured
1	-	4,626	235,233	163,192	-	76,667
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
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14						
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16						
17						
18						
19						
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22						
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24						
25						
26						
27						
28						
29						
30						

PAGE TOTAL						
GRAND TOTAL \$	4,626	\$	235,233	\$	163,192	\$
						\$ 76,667
						(To SF-1, Line 13)

See Accompanying Compilation Report

SINKING FUND
STATEMENT OF INVESTMENTS

For the Fiscal Year Ended June 30, 2016

	1	2	3	4	5	6
	Investment on Hand Beginning of Year	Purchases	Liquidation of Investments Collection	Amount of Premium Paid	Barred by Court Order	Investment on Hand Ending of Year
1 Municipal Bonds						
2 U.S. Bonds and Certificates						
3 Certificates of Deposit						
4 Warrants 20					\$0	\$0
5 Warrants 20						
6						
7						
8						
9 Judgments						
10 Total	\$0	\$0	\$0	\$0	\$0	\$0

(To SF-2, Line 1f (To SF-2, Line 2))
(To SF-1, Line 2)

See Accountant's Compilation Report

JUDGMENT INDEBTEDNESS AFFECTING HOMESTEADS

N/A

	Judgment	Judgment
1 In Favor of		
2 By Whom Owned		
3 Purpose of Judgment		
4 Case Number		
5 Name of Court		
6 Date of Judgment		
7 Principal Amount of Judgment		
8 Tax Levies Made		
9 Principal Amount to be Provided for by 19 - 19		
10 Principal Amount Provided for in 19 - 19		
11 Principal Amount not Provided for		
12 Amount to Provide by Tax Levy 19 - 19		
a. 1/3 Principal (To SF-1, Line 20)		
b. Interest (To SF-1, Line 21)		
Total		
<i>For Only Those Judgments Held by Owners or Assigns</i>		
13 Levied for by Unpaid Judgment Obligations Outstanding 19 - 19		
a. Principal		
b. Interest		
Total		
14 Judgment Obligations Since Levied for		
a. Principal		
b. Interest		
Total		
15 Judgment Obligations Since Paid		
a. Principal		
b. Interest		
Total		
16 Levied for by Unpaid Judgment Obligations Outstanding 19 - 19		
a. Principal		
b. Interest		
Total		

See Accountant's Compilation Report

STATEMENT OF UNEXPENDED BOND PROCEEDS

Purpose of Bond Issue:		
1	Balance of Cash as June 30, 2015	-
Add:		
2	Proceeds of Bond Sale	\$0.00
3	Interest Revenue	
4		
5	Total Available	\$0.00
Deduct:		
6	Warrants Paid	\$0.00
7	Reserve for Warrants Outstanding	-
8	Contracts Pending	-
9	Encumbrances outstanding	-
10		
11	Total Deductions	\$0.00
12	Unexpended Bond Proceeds as of June 30, 2016	\$0.00

See Accountant's Compilation Report

**CITY OF YUKON
SINKING FUND
COUNTY EXCISE BOARDS' APPROPRIATION OF INCOME AND REVENUES
2016-2017 ESTIMATE OF NEEDS**

1 To Finance Approved Budget in the Sum of (From Forms SF-1, Line 25)	\$822,719.00
Appropriation Other than Ad Valorem Tax	-
2 Excess of Assets Over Liabilities (From Form SF-1, Line 17)	86,194.00
3 Other Deductions - Attach Explanation	<u>-</u>
4 Balance Required to Raise (Line 1 less 2 and 3)	\$736,525.00
5 Add 5% for Delinquent Tax	36,826.25
6 Gross Balance of Requirements Appropriated from 2016 Ad Valorem Tax	<u><u>\$773,351.25</u></u>

See Accountant's Compilation Report

CITY OF YUKON, OKLAHOMA
COUNTY OF CANADIAN

We certify that the total assessed valuation of the property, subject to Ad Valorem taxes, Excluding Homestead Exemptions approved, in the Municipality as finally equalized and certified by the State Board of Equalization for the current year 2016-2017 as follows:

REAL PROPERTY	\$153,920,255
PERSONAL PROPERTY	12,363,750
PUBLIC SERVICE PROPERTY	<u>6,264,755</u>
TOTAL	<u>\$172,548,760</u>

And that the assessed valuations herein certified have been used in computing the rates of mill levies and the proceeds thereof as aforesaid; and that having ascertained as aforesaid, the aggregate amount to be raised by Ad Valorem taxation, we thereupon made the levies therefore, as provided by law as follows:

GENERAL FUND	-0- mills	BUILDING FUND	-0- mills
SINKING FUND	4.48 mills	TOTAL	4.48 mills

We do hereby order the above levies to be certified forthwith by the Secretary of this Board to the County Assessor of Said County, in order that the County Assessor may immediately extend said levies upon the Tax Rolls for the Year 2016, without regard to any protest that may be filed against any levies, as required by 68 O.S. 1981, Section 2474. We further certify that the said appropriation and the mill-rate levies, as aforesaid, are within the limitation provided by law.

Dated the _____ day of _____ 2016, at El Reno, Oklahoma.

Member

Chairman of the County Excise Board

Member

Attest: _____
Secretary of the County Excise Board



DATE: August 8, 2016
FROM: Mitchell Hort, Director
TO: City Manager & City Council
RE: Final Plat for Nava Addition

MEMORANDUM

Attached are the minutes from the August 8, 2016 Planning Commission Meeting, for the recommendation to the City Council to accept the Final Plat for Nava Addition; located at 920 S 1st St So., Yukon, OK.

3. ITEM: TO HEAR A REQUEST BY ALLEN ENGINEERING SERVICES INC., ON BEHALF OF SALAZAR HOMES, INC., FOR A FINAL PLAT; A PART OF THE SOUTH HALF (S/2) OF BLOCK SIX (6) IN CHASE ADDITION TO THE CITY OF YUKON CANADIAN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED WITH METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF BLOCK NINE (9), CHASE ADDITION; THENCE NORTH 00°05' 28" EAST AS THE BASIS OF BEARING ON THE EAST LINE OF SAID BLOCK 9 A DISTANCE OF 311.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°48' 36" WEST A DISTANCE OF 170.06 FEET; THENCE NORTH 00°05' 01" EAST A DISTANCE OF 155.61 FEET; THENCE SOUTH 89°48' 18" EAST A DISTANCE OF 170.08 FEET; THENCE SOUTH 00°05' 28" WEST A DISTANCE OF 155.60 FEET TO THE POINT OF BEGINNING; BETTER KNOWN AS 920 S 1ST S., YUKON, OK.

Charles Allen, Allen Engineering on behalf of Salazar Homes, stated we have a little change from the 3 lots we had on the preliminary. We had showed the existing house that was in the middle of the lot to be demolished; instead that house has been remodeled. At the last meeting they decided to sell it, so the agenda item was pulled; but then the sale fell through. Now we are back with only 2 lots, one with the existing house and (1) other lot on the North.

Mitchell Hort stated Mr. Chairman they gave a preliminary plat for (3) separate lots for this location; the reason we have (1) large lot and (1) small lot is because where the house is now, it was too close to the side property line for (3) houses; so now they are just going with (2) houses.

Chairman Taylor asked so this final plat is for (2) lots?

Mr. Allen stated that is correct.

Commissioner Baker asked so the house that will be added will be on which side of the existing house?

Mr. Allen said to the North.

Commissioner Baker asked is there a detached garage out there?

Mr. Allen stated there was, but I think it's been taken out and the driveway has been moved.

Commissioner Davis stated I would like to make a motion, in the case of the application for a final plat for Salazar Homes, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with the staff recommendations cited in the staff report. We find ourselves in agreement with staff findings including all attachments cited in

the staff reports. I move that this item be recommended for approval to the City Council with the following conditions:

- 1) Applicant shall revise Block and Lot numbers to Block 1, Lots 1 and 2.
- 2) All public improvement plans, consisting of paving, drainage, water and sanitary sewer, are to be submitted to the City Engineer for approval prior to approval of the final plat.

Chairman Taylor asked are you in agreement with that?

Mr. Allen stated on that Item 2, we not proposing any public improvements.

Mr. Hort stated the utilities do exist on these two lots; this is something they always put in the staff notes, but they do exist, the sewer is to the west and the water is to the east.

Seconded by Commissioner Baker.

A roll call vote was taken.

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nayes: None

Vote: 4-0

Motion Carried

~~4. ITEM: NEW BUSINESS~~

~~NONE~~

~~5. ITEM: OPEN DISCUSSION~~

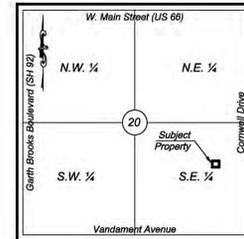
~~NONE~~

~~6. ADJOURNMENT –NEXT MEETING SEPTEMBER 19, 2016~~

~~Meeting adjourned at 7:10 p.m.~~

Final Plat of: Nava Addition

A Subdivision in the Southeast Quarter, Section 20 Township 12 North, Range 5 West of the Indian Meridian City of Yukon, Canadian County, Oklahoma



Vicinity Map
Section 20, Township 12N, Range 5W
Not To Scale

LEGAL DESCRIPTION

A part of the South Half (S/2) of Block Six (6), in CHASE ADDITION, to the City of Yukon, Canadian County, Oklahoma, being more particularly described with metes and bounds as follows:

Commencing at the Southeast Corner of Block Nine (9), CHASE ADDITION;
Thence North 00°05'28" East as the basis of bearing on the East line of said Block 9 a distance of 311.20 feet to the Point of Beginning;

Thence North 89°48'36" West a distance of 170.06 feet;
Thence North 00°05'01" East a distance of 155.61 feet;
Thence South 89°48'18" East a distance of 170.08 feet;
Thence South 00°05'28" West a distance of 155.60 feet to the Point of Beginning.

CERTIFICATE OF CITY CLERK

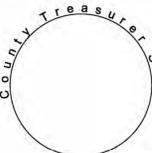
I, _____, City Clerk of the City of Yukon, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of Nava Addition, to the City of Yukon, Oklahoma. Signed by the City Clerk on this _____ day of _____, 2016



City Clerk Mayor

COUNTY TREASURER'S CERTIFICATE

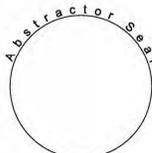
I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Canadian County, State of Oklahoma, that the tax records of said County show all taxes are paid for the year _____ and prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the office of County Treasurer guaranteeing payment of the current years taxes. In witness where, said County Treasurer has caused this instrument to be executed on this _____ day of _____, 2016.



County Treasurer

BONDED ABTRACTER'S CERTIFICATE

The undersigned, a duly qualified and lawfully Bonded Abtractor of titles in and for the County of Canadian, State of Oklahoma, hereby certifies that the records for said County show that the land shown on the annexed plat is vested in _____, and that on the _____ day of _____, 2016 there are no actions pending or judgments of any nature against said land or the owner thereof; that the taxes are paid for the year _____ and prior years; that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any persons; that there are no liens, mortgages, or encumbrances of any kind against the land included in the annexed plat except _____.



President:

CITY PLANNING COMMISSION APPROVAL

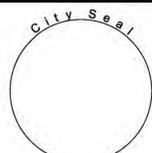
I, _____, Chairman of the Planning Commission of the City of Yukon, Oklahoma, hereby certify that the said Planning Commission approved the final plat of Nava Addition, to the City of Yukon, Oklahoma, this _____ day of _____, 2016.



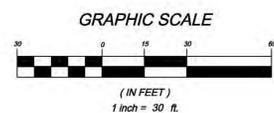
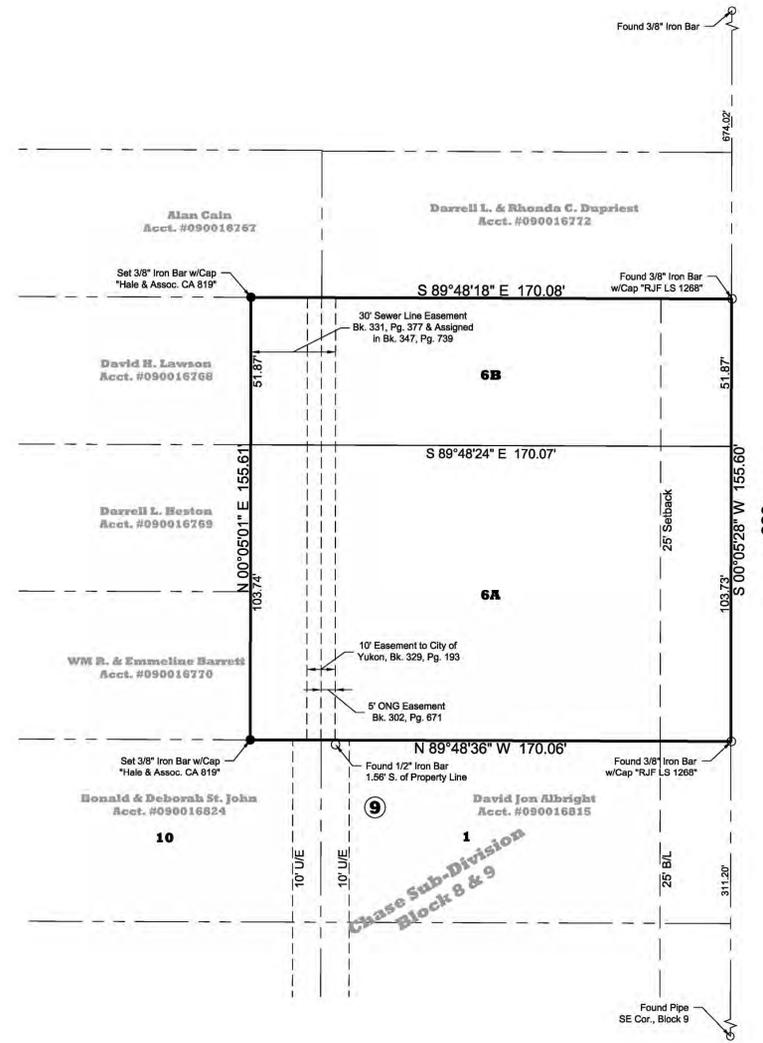
Chairman

ACCEPTANCE OF DEDICATIONS BY CITY COUNCIL

Be it resolved by the City Council of City of Yukon, Oklahoma that the dedications shown on the annexed plat of Nava Addition, to the City of Yukon, Oklahoma are hereby accepted. Signed by the Mayor of the City of Yukon, Oklahoma on this _____ day of _____, 2016



City Clerk Mayor



LEGEND	
○	MONUMENT FOUND
●	MONUMENT SET BY IRON BAR WITH CAP *HALE & ASSOC CA 819* (UNLESS OTHERWISE NOTED)
---	CENTER LINE
---	SUBJECT PROPERTY
---	PROPERTY LINE
---	EASEMENT LINE
---	SETBACK LINE
---	SECTION LINE
---	RIGHT-OF-WAY LINE
BL	BUILDING LINE
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
RE	ROADWAY EASEMENT
LNA	LIMITS OF NO ACCESS

NOTES

- This Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

OWNER'S CERTIFICATE AND DEDICATION

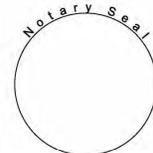
KNOWN ALL MEN BY THESE PRESENTS:

_____ does hereby certify that it is the owner of and the only person, firm, or corporation having any right, title or interest in and to the land shown on the annexed plat, and that have caused the same to be surveyed and platted, and that they hereby dedicate all the streets and easements shown hereon to the public for the purposes of streets, utilities and drainage, for their heirs, executors, administrators, successors and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except, telephone, cable, and gas lines, any duplicate lines, including transformers and pedestals, must be installed completely underground.

In witness whereof, the undersigned have caused this instrument to be executed this _____ day of _____, 2016. Covenants, reservations and restrictions for this addition are contained in a separate instrument.

STATE OF OKLAHOMA, COUNTY OF _____: §

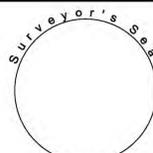
Before me, the undersigned a notary public, in and for said County and State, on this _____ day of _____, 2016, personally appeared _____, a representative of _____, to me known to be the identical person who executed the within and foregoing instrument on behalf of said company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said company, for the purposes herein set forth.



My Commission Expires _____ Notary Public

LAND SURVEYOR'S CERTIFICATE

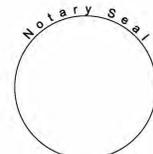
I, Curtis Lee Hale, do hereby certify that I am a Licensed Land Surveyor, and that the annexed plat correctly represents a careful survey made under my direction, and that the monuments shown hereon actually exist and their positions are correctly shown.



Curtis Lee Hale, L.S. # 1084

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA: §

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Curtis Lee Hale, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal the _____ day of _____, 2016.



My Commission Expires _____ Notary Public



Nava Addition
Land Surveying and Planning
1601 S.W. 89th Street, Building C, Suite 200
Oklahoma City, Oklahoma 73159
Tel.: (405) 686-0174 - Fax: (405) 681-4881
C. A.: 819 - Exp.: June 30, 2017
www.halesurvey.com
Project No. 6044.1



DATE: August 10, 2016

FROM: Audrey Fitzsimmons, Grant Specialist
Mitchell Hort, Development Services Director

TO: Jim Crosby, City Manager
Tammy DeSpain, Assistant City Manager
Doug Shivers, City Clerk
City Council

RE: Approval of Project Budget for ACOG Transportation Alternatives Program (TAP) grant project

MEMORANDUM

In October 2014, the City of Yukon was awarded funding to create a 1.75 mile trail segment beginning at OKC / Yukon city limits on NW 36th St / Lakeshore Dr, ½ mile west of Sara Road, continuing on to Route 66 and turning south at Cornwell Drive and continue to Hilcrest Park, bringing the trail segment to close proximity of the current bike trail along Poplar to Holly Ave.; thus creating a continuous bike trail from Chisholm Trail Park to the Route 66 Park near Lake Oversholser and ultimately enabling connectivity to Oklahoma City's trail system.

Based on the City's proposal, ACOG awarded \$460,587 and the City agreed to provide a 20% match of \$115,147; resulting in a total project budget of \$575,734.

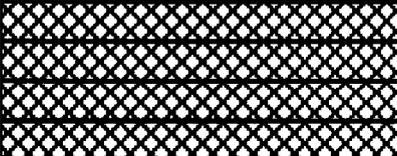
Also attached for your reference are copies of Resolution 2014-17, ODOT Programs Division Project Request, and proposed project budget.

Summary of Project Budget

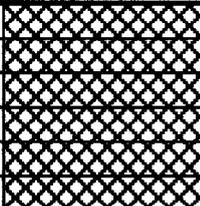
Grant Award	\$460,587
City Match	<u>\$115,147</u>
Total Project Cost	\$575,734

Summary of Payments of City Match

City Match	\$115,147
1 st payment for engineering costs <u>(invoice rec'd 08.01.16)</u>	<u>\$ 14,960</u>
Remainder of City Match	\$100,187

PROGRAMS DIVISION PROJECT REQUEST				JOB PIECE=>			
Division	Local Government Division	Date	09.25.14	County	Canadian		
Project Description		Planning, design, and construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation to link to OKC trail at Yukon / OKC city limits on Lakeshore Dr. and continue west on Route 66 (Main St.) to 3 rd St.					
TYPE OF IMPROVEMENT: on-road / off-road trail facility							
City	Yukon	Street	Lakeshore Dr. and Main St.	Highway			
Control Section	Proj Length		1.75 miles	Bridge NBI			
Begin		End		Length		Total Length	1.75 miles
Functional Classification		(N) NATIONAL HIGHWAY SYSTEM					
		(A) PRINCIPAL ARTERIAL					
		(B) MINOR ARTERIAL					
		(C) MAJOR/URBAN/COLLECTOR					
		(D) LOCAL ROAD/MINOR COLLECTOR					
COST ESTIMATE		\$ 575,734		MATCHING FUND RATIO		80	20
PRIMARY FUND		\$ 460,587 TAP		MATCHING FUND		\$115,147 City funds	
CONSULTANT PE	COST ESTIMATE	40,0051		FUNDING SOURCE		City of Yukon	
RIGHT-OF-WAY	COST ESTIMATE	0		FUNDING SOURCE			
UTILITY	COST ESTIMATE	0		FUNDING SOURCE			

THIS PORTION TO BE COMPLETED BY PROGRAMS DIVISION

LET DATE		2030	LET CODE	CATEGORY CODE	
COMP DATE			MAIN DIV	COMM ACT.	
PROJECT TYPE			WORK TYPE	NHS OVERSIGHT	
FED PART	Y	N		AREA	FUNCT. CLASS
FED/NON	1	8		URBAN AREA	IMPROVE TYPE
NATIONAL HIGHWAY			FISCAL YR	CIP SITE	
US CONG DISTRICT			SENATE DST	HOUSE DIST	
DATE SET UP			LOADED BY	STATEWIDE	
01	81-PE	J2		(001)	
02	86-ROW	J2		(002)	
03	91-UTIL	J2		(003)	
PIECE	WORKTYPE	PROJ NUMBER	MILE POST	PART	SUFFIX
PIECE	FUND CODE	FED FUNDS		STATE FUNDS	OTHER FUND

ACOG Transportation Alternatives Program (TAP)
COST ESTIMATE

SUMMARY OF PAY QUANTITIES					
Item Number	Description	Unit	Quantity	Unit Price	Total Price
CORPORATE LIMITS TO S YUKON PARKWAY					
1	UNCLASSIFIED EXCAVATION	cubic yard	180.00	\$10.00	\$1,800.00
2	CONCRETE REMOVAL	square yard	118.00	\$7.50	\$885.00
3	CONCRETE SIDEWALK (5FT WIDE)	linear foot	994.00	\$22.00	\$21,868.00
4	CONCRETE SIDEWALK (ADD ON)	square yard	331.00	\$40.00	\$13,240.00
5	CONCRETE WALL (30IN HEIGHT)	linear foot	1,054.00	\$22.00	\$23,188.00
6	INTERSECTION MODIFICATIONS (ADD PEDESTRIAN POLES)	lump sum	1.00	\$10,000.00	\$10,000.00
7	REINFORCED CONCRETE PIPE (24IN)	linear foot	100.00	\$70.00	\$7,000.00
8	REINFORCED CONCRETE PIPE END SECTION (24IN)	each	2.00	\$975.00	\$1,950.00
9	SAWCUT PAVEMENT	linear foot	1,054.00	\$4.00	\$4,216.00
10	SIGNAGE	lump sum	1.00	\$1,000.00	\$1,000.00
S YUKON PARKWAY TO STATE HIGHWAY 4					
1	BORROW	cubic yard	1,900.00	\$15.00	\$28,500.00
2	REINFORCED CONCRETE BOX EXTENSIONS (CONCRETE) (INCLUDES HEADWALL)	cubic yard	158.00	\$425.00	\$67,150.00
3	REINFORCED CONCRETE BOX EXTENSIONS (STEEL) (INCLUDES HEADWALL)	pound	16,702.00	\$1.25	\$20,877.50
4	CONCRETE SIDEWALK (10FT WIDE)	linear foot	864.00	\$45.00	\$38,880.00
5	CONCRETE SIDEWALK (5FT WIDE)	linear foot	2,240.00	\$20.00	\$44,800.00
6	CONCRETE SIDEWALK (6FT WIDE)	linear foot	1,627.00	\$27.00	\$43,929.00
7	INTERSECTION MODIFICATIONS(NEW SIGNALS AND PEDESTRIAN POLES)	lump sum	1.00	\$60,000.00	\$60,000.00
8	REINFORCED CONCRETE PIPE (24IN)	linear foot	180.00	\$70.00	\$12,600.00
9	REINFORCED CONCRETE PIPE END SECTION (24IN)	each	6.00	\$975.00	\$5,850.00
10	SAWCUT PAVEMENT	linear foot	200.00	\$4.00	\$800.00
11	SIGNAGE	lump sum	1.00	\$2,500.00	\$2,500.00
12	STORM SEWER (CGMPA) (22IN x 13IN)	linear foot	60.00	\$50.00	\$3,000.00
13	STORM SEWER (CGMPA) (35IN x 21IN)	linear foot	100.00	\$60.00	\$6,000.00
STATE HIGHWAY 4 TO RAILROAD TRACKS					
1	CONCRETE SIDEWALK (10FT WIDE)	linear foot	1,343.00	\$45.00	\$60,435.00
2	DRAINAGE	lump sum	1.00	\$2,000.00	\$2,000.00
3	INTERSECTION MODIFICATIONS (ADD PEDESTRIAN POLES)	lump sum	1.00	\$10,000.00	\$10,000.00
4	REMOVE PAVEMENT	square yard	1,015.00	\$7.50	\$7,612.50
5	SAWCUT PAVEMENT	linear foot	1,627.00	\$4.00	\$6,508.00
6	SIGNAGE	lump sum	1.00	\$2,000.00	\$2,000.00
CONSTRUCTION CONTINGENCY (5%)					\$25,429.45
CONSTRUCTION TOTAL					\$534,018.45
ENGINEERING (7.5%)					\$40,051.38
TEMPORARY EASEMENT (FOR REINFORCED CONCRETE BOX EXTENSIONS)		acres	0.07	\$10,000.00	\$700.00
ENGINEERING FOR PRELIMINARY PLAN					\$1,000.00
PROBABLE CONSTRUCTION COST					\$575,733.83
CITY OF YUKON MATCH					(\$100,000.00)
GRANT REQUEST:					\$475,733.83

115,146.77
460,587.06

**RESOLUTION 2014-17
TRANSPORTATION ALTERNATIVES PROGRAM**

WHEREAS, Transportation Alternatives Program (TAP) funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Yukon has selected a project described as follows: Phase I of Yukon Master Trails Program, and

WHEREAS, the preliminary estimate of cost is \$600,000.00, and Federal participation under the terms of *Moving Ahead for Progress in the 21st Century (MAP-21)* relating to Transportation Alternatives Program funds is hereby requested for funding 80% of the project cost, which is estimated at \$480,000.00, and

WHEREAS, the City of Yukon proposes to use Capital Improvement as the source(s) of funds for the local match, which is estimated at \$120,000.00, and

WHEREAS, no City of Yukon funds are committed by this action, and

WHEREAS, the City of Yukon has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the City of Yukon agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City of Yukon agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City of Yukon assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City/Town/County, and

WHEREAS, the City of Yukon further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City/Town/County's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider the selection of this project as a candidate for Federal funding, and to submit same to the Oklahoma Transportation Commission for its approval;

That the Oklahoma Transportation Commission is hereby requested to concur in the selection of this project and to submit same to the Federal Highway Administration for its approval.

ADOPTED by the City Council of City of Yukon and SIGNED by the Mayor/Chairman this 5 day of August, 2014.

ATTEST:

Sara Hancock

~~Doug Shivers~~, City Clerk
~~S Hancock~~, Deputy

[Signature]
Ken Smith, Mayor

Approved as to form and legality

[Signature]





DATE: August 10, 2016

FROM: Audrey Fitzsimmons, Grant Specialist
Mitchell Hort, Development Services Director

TO: Jim Crosby, City Manager
Tammy DeSpain, Assistant City Manager
Doug Shivers, City Clerk
City Council

RE: Approval of ODOT Engineering contract for ACOG Transportation Alternatives Program (TAP) grant project

MEMORANDUM

In March 2014, City Council approved the submission of a proposal to ACOG requesting funding under the Transportation Alternatives Program (TAP). A Resolution was passed in May 2014 and amended in August 2014 to correct the City's required match amount. In October 2014, the City of Yukon was awarded funding for the proposed 1.75 mile trail segment beginning at OKC / Yukon city limits on NW 36th St / Lakeshore Dr, ½ mile west of Sara Road, continuing on to Route 66 at the Yukon Parkway intersection and ending at 1st St., just east of the railroad tracks. Subsequent meetings with ODOT engineer, Chad Meisenberg resulted in a realignment of the project to turn south at Cornwell Drive and continue to Hilcrest Park, bringing the trail segment to close proximity of the current bike trail along Poplar to Holly Ave.; thus creating a continuous bike trail from Chisholm Trail Park to the Route 66 Park near Lake Oversholser and ultimately enabling connectivity to Oklahoma City's trail system.

Based on the City's proposal, ACOG awarded \$460,587 and the City agreed to provide a match of \$115,147; resulting in a total project budget of \$575,734.

The attached contract has been reviewed by Mike Segler and is now presented to City Council for approval and execution and submittal to ODOT so that the design phase of the project can begin.

Attached for your reference are copies of the amended Resolution 2014-17, ODOT Programs Division Project Request, and proposed project budget (showing amended City match total). In addition, aerial maps are also attached showing both the original proposed trail and the amended alignment as directed by ODOT. It should be noted that the trail location is approximate pending final design by Lee Engineering in conjunction with ODOT.

**ENGINEERING CONTRACT FUNDING AGREEMENT
 BETWEEN
 THE CITY OF YUKON
 AND
 THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
 FOR ENGINEERING SERVICES INVOLVING
 CITY OF YUKON MASTER TRAILS
 EC - 1801**

This agreement, made the day and year last written below, by and between the City of YUKON, hereinafter referred to as the CITY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, is for the following intents and purposes and subject to the following terms and conditions, to wit:

WHEREAS, the OKLAHOMA DEPARTMENT OF TRANSPORTATION, ODOT, has authorized the expenditure of allocated federal STP funds toward the engineering of an eligible improvement for the CITY, specifically described as follows:

Design Engineering Services

Project Type	Div	County	JP No	Project No.	Description	Fiscal Year	Federal Amt.	Total Amt.
ENHANCEMENT	04	OK	31441(04)	TAP - 255A (334) AG	YUKON MASTER TRAILS PROGRAM; ON-ROAD/OFF-ROAD TRAIL FACILITIES BEG @ LAKESHORE DR(OKC TRAIL) & EXT WEST ON SH-66(MAIN ST) TO 3RD ST.(PHASE 1)	2016	\$59,840	\$74,800

WHEREAS, the CITY requests authorization to contract for the described engineering services with **LEE ENGINEERING**, a qualified consultant.

WHEREAS, the DEPARTMENT is of the opinion that the CITY is capable of administering the described engineering contract in a satisfactory manner;

NOW, THEREFORE, it is mutually agreed by the CITY and the DEPARTMENT that:

- 1) The CITY agrees to provide to the DEPARTMENT a fully executed, negotiated engineering contract by and between the CITY and the consulting engineer for the described engineering services. Said agreement shall include and encompass all current applicable Federal Highway Administration Contract Provisions.
- 2) The CITY agrees to comply with the DEPARTMENT’S current Guidelines for the Administration of Consultant Contracts, and hereby certifies that this engineering contract has been executed in full compliance with the aforementioned policy.
- 3) The CITY agrees to administer the execution of the engineering contract, and to submit the necessary certifications and DEPARTMENT claim forms for progress payments as designated within the specific engineering contract.

- 4) Based on an negotiated COST PLUS not to exceed contract amount of Seventy-Four-Thousand-Eight-Hundred-Twenty-Dollars (\$74,800.00), it is agreed the project referenced above will be financed as follows in Paragraphs 5 and 6 below:
- 5) Federal STP funds shall be used to finance 80% of the federally participating engineering costs of Fifty-Nine-Thousand-Eight-Hundred-Forty-Dollars (\$59,840.00).
- 6) City funds provided by the City shall be provided to finance the balance of the eligible participating project engineering costs, estimated at Fourteen-Thousand-Nine-Hundred-Sixty-Dollars (\$14,960.00), which shall be placed on deposit with the DEPARTMENT upon execution of this agreement.
- 7) The CITY shall be entirely responsible for the administration and completion of all work associated with this contract, through its consultant.
- 8) Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the CITY, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.
- 9) It is further understood and agreed by the CITY that no State funds have been allocated towards this engineering contract.
- 10) The CITY agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the CITY, the DEPARTMENT, or Federal Government, arising from the CITY's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, PROVIDED, nothing herein shall require the CITY to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the DEPARTMENT.
- 11) When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the CITY. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.
- 12) The City agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964."

IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in him by the Transportation Commission, has hereunto subscribed his name and the CITY has executed same pursuant to authority prescribed by law.

The CITY on this _____ day of _____, _____, and the DEPARTMENT on the _____ day of _____, _____.

CITY OF YUKON

APPROVED AS TO FORM AND LEGALITY

By _____
CITY ATTORNEY

By _____
MAYOR

By _____
ATTEST: CITY CLERK

(SEAL): Approved - City of Yukon

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

BY: LOCAL GOVERNMENT DIVISION

BY: DIRECTOR OF CAPITAL PROGRAMS

APPROVED AS TO FORM AND LEGALITY

APPROVED

BY: GENERAL COUNSEL

BY: DEPUTY DIRECTOR

ACOG Transportation Alternatives Program (TAP)
COST ESTIMATE

SUMMARY OF PAY QUANTITIES					
Item Number	Description	Unit	Quantity	Unit Price	Total Price
CORPORATE LIMITS TO S YUKON PARKWAY					
1	UNCLASSIFIED EXCAVATION	cubic yard	180.00	\$10.00	\$1,800.00
2	CONCRETE REMOVAL	square yard	118.00	\$7.50	\$885.00
3	CONCRETE SIDEWALK (5FT WIDE)	linear foot	994.00	\$22.00	\$21,868.00
4	CONCRETE SIDEWALK (ADD ON)	square yard	331.00	\$40.00	\$13,240.00
5	CONCRETE WALL (30IN HEIGHT)	linear foot	1,054.00	\$22.00	\$23,188.00
6	INTERSECTION MODIFICATIONS (ADD PEDESTRIAN POLES)	lump sum	1.00	\$10,000.00	\$10,000.00
7	REINFORCED CONCRETE PIPE (24IN)	linear foot	100.00	\$70.00	\$7,000.00
8	REINFORCED CONCRETE PIPE END SECTION (24IN)	each	2.00	\$975.00	\$1,950.00
9	SAWCUT PAVEMENT	linear foot	1,054.00	\$4.00	\$4,216.00
10	SIGNAGE	lump sum	1.00	\$1,000.00	\$1,000.00
S YUKON PARKWAY TO STATE HIGHWAY 4					
1	BORROW	cubic yard	1,900.00	\$15.00	\$28,500.00
2	REINFORCED CONCRETE BOX EXTENSIONS (CONCRETE) (INCLUDES HEADWALL)	cubic yard	158.00	\$425.00	\$67,150.00
3	REINFORCED CONCRETE BOX EXTENSIONS (STEEL) (INCLUDES HEADWALL)	pound	16,702.00	\$1.25	\$20,877.50
4	CONCRETE SIDEWALK (10FT WIDE)	linear foot	864.00	\$45.00	\$38,880.00
5	CONCRETE SIDEWALK (5FT WIDE)	linear foot	2,240.00	\$20.00	\$44,800.00
6	CONCRETE SIDEWALK (6FT WIDE)	linear foot	1,627.00	\$27.00	\$43,929.00
7	INTERSECTION MODIFICATIONS (NEW SIGNALS AND PEDESTRIAN POLES)	lump sum	1.00	\$60,000.00	\$60,000.00
8	REINFORCED CONCRETE PIPE (24IN)	linear foot	180.00	\$70.00	\$12,600.00
9	REINFORCED CONCRETE PIPE END SECTION (24IN)	each	6.00	\$975.00	\$5,850.00
10	SAWCUT PAVEMENT	linear foot	200.00	\$4.00	\$800.00
11	SIGNAGE	lump sum	1.00	\$2,500.00	\$2,500.00
12	STORM SEWER (CGMPA) (22IN x 13IN)	linear foot	60.00	\$50.00	\$3,000.00
13	STORM SEWER (CGMPA) (35IN x 21IN)	linear foot	100.00	\$60.00	\$6,000.00
STATE HIGHWAY 4 TO RAILROAD TRACKS					
1	CONCRETE SIDEWALK (10FT WIDE)	linear foot	1,343.00	\$45.00	\$60,435.00
2	DRAINAGE	lump sum	1.00	\$2,000.00	\$2,000.00
3	INTERSECTION MODIFICATIONS (ADD PEDESTRIAN POLES)	lump sum	1.00	\$10,000.00	\$10,000.00
4	REMOVE PAVEMENT	square yard	1,015.00	\$7.50	\$7,612.50
5	SAWCUT PAVEMENT	linear foot	1,627.00	\$4.00	\$6,508.00
6	SIGNAGE	lump sum	1.00	\$2,000.00	\$2,000.00
CONSTRUCTION CONTINGENCY (5%)					\$25,429.45
CONSTRUCTION TOTAL					\$534,018.45
ENGINEERING (7.5%)					\$40,051.38
TEMPORARY EASEMENT (FOR REINFORCED CONCRETE BOX EXTENSIONS)		acres	0.07	\$10,000.00	\$700.00
ENGINEERING FOR PRELIMINARY PLAN					\$1,000.00
PROBABLE CONSTRUCTION COST					\$575,733.83
CITY OF YUKON MATCH					(\$100,000.00)
GRANT REQUEST:					\$475,733.83

115,146.77
460,587.06

PROGRAMS DIVISION PROJECT REQUEST			JOB PIECE=>		
Division	Local Government Division	Date	09.25.14	County	Canadian
Project Description		Planning, design, and construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation to link to OKC trail at Yukon / OKC city limits on Lakeshore Dr. and continue west on Route 66 (Main St.) to 3 rd St.			
TYPE OF IMPROVEMENT: on-road / off-road trail facility					
City	Yukon	Street	Lakeshore Dr. and Main St.	Highway	
Control Section		Proj Length	1.75 miles	Bridge NBI	
Begin		End		Length	Total Length
					1.75 miles
Functional Classification		(N) NATIONAL HIGHWAY SYSTEM			
		(A) PRINCIPAL ARTERIAL			
		(B) MINOR ARTERIAL			
		(C) MAJOR/URBAN/COLLECTOR			
		(D) LOCAL ROAD/MINOR COLLECTOR			
COST ESTIMATE		\$ 575,734		MATCHING FUND RATIO	
				80	20
PRIMARY FUND		\$ 460,587 TAP		MATCHING FUND	
				\$115,147 City funds	
CONSULTANT PE	COST ESTIMATE	40,0051		FUNDING SOURCE	City of Yukon
RIGHT-OF-WAY	COST ESTIMATE	0		FUNDING SOURCE	
UTILITY	COST ESTIMATE	0		FUNDING SOURCE	

THIS PORTION TO BE COMPLETED BY PROGRAMS DIVISION

LET DATE		2030	LET CODE		CATEGORY CODE	
COMP DATE			MAIN DIV		COMM ACT.	
PROJECT TYPE			WORK TYPE		NHS OVERSIGHT	
FED PART		Y	N		AREA	FUNCT. CLASS
FED/NON		1	8		URBAN AREA	IMPROVE TYPE
NATIONAL HIGHWAY			FISCAL YR		CIP SITE	
US CONG DISTRICT			SENATE DST		HOUSE DIST	
DATE SET UP			LOADED BY		STATEWIDE	
01	81-PE	J2		(001)		
02	86-ROW	J2		(002)		
03	91-UTIL	J2		(003)		
PIECE	WORKTYPE	PROJ NUMBER	MILE POST	PART	SUFFIX	
PIECE	FUND CODE	FED FUNDS		STATE FUNDS	OTHER FUND	

**RESOLUTION 2014-17
TRANSPORTATION ALTERNATIVES PROGRAM**

WHEREAS, Transportation Alternatives Program (TAP) funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Yukon has selected a project described as follows: Phase I of Yukon Master Trails Program, and

WHEREAS, the preliminary estimate of cost is \$600,000.00, and Federal participation under the terms of *Moving Ahead for Progress in the 21st Century (MAP-21)* relating to Transportation Alternatives Program funds is hereby requested for funding 80% of the project cost, which is estimated at \$480,000.00, and

WHEREAS, the City of Yukon proposes to use Capital Improvement as the source(s) of funds for the local match, which is estimated at \$120,000.00, and

WHEREAS, no City of Yukon funds are committed by this action, and

WHEREAS, the City of Yukon has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the City of Yukon agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City of Yukon agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City of Yukon assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City/Town/County, and

WHEREAS, the City of Yukon further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City/Town/County's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider the selection of this project as a candidate for Federal funding, and to submit same to the Oklahoma Transportation Commission for its approval;

That the Oklahoma Transportation Commission is hereby requested to concur in the selection of this project and to submit same to the Federal Highway Administration for its approval.

ADOPTED by the City Council of City of Yukon and SIGNED by the Mayor/Chairman this 5 day of August, 2014.

ATTEST:

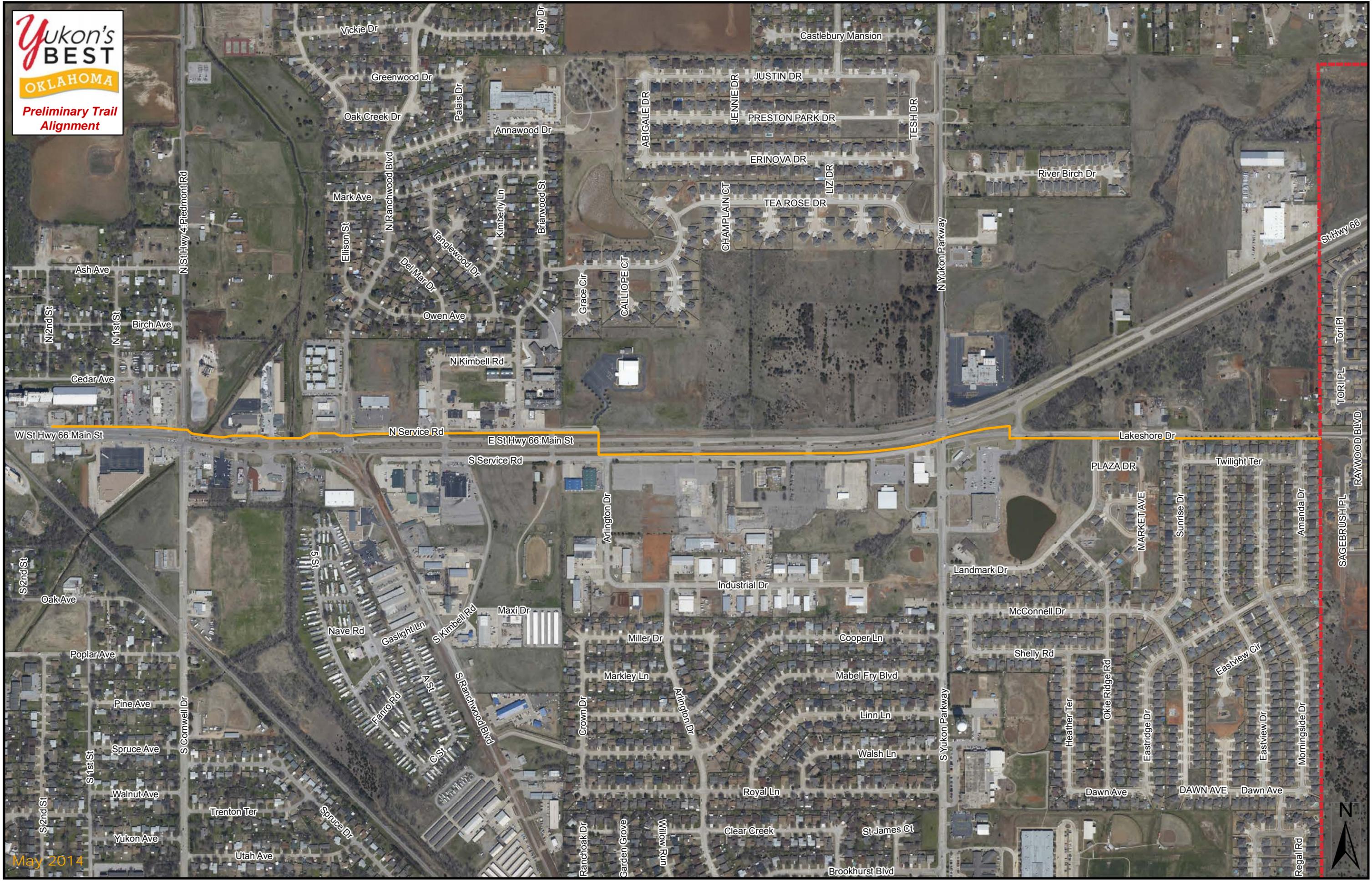
Sara Hancock
Doug Shivers, City Clerk
S Hancock, Deputy

Ken Smith
Ken Smith, Mayor

Approved as to form and legality

h j





May 2014





Amended Trail Alignment

Disclaimer
The City of Yukon provides this mapping for your convenience. The data is to be used for general reference only. All data is provided as is, with all faults, and without warranty of any kind, expressed or implied, including but not limited to, the implied purpose. The City of Yukon does not warrant that the GIS data will meet your requirements. Verifying the accuracy of all information through official sources is the responsibility of the user, without any claims of completeness or accuracy. Persons using information provided by the City of Yukon GIS Department acknowledge that any use of this information will be at their own risk and agree to hold harmless the City of Yukon from any liability or damages that result from the use of this information.



1 inch = 504 feet

Map labels include street names such as OAK CREEK DR, ANNWOOD DR, PALAIS RD, ABIGALE DR, PRESTON PARK DR, ERINOVA DR, LIZ DR, TESH DR, RIVER BIRCH DR, MARK AVE, CHAMPLAIN CT, TEA ROSE DR, EVENING STAR CT, N RANCHWOOD BLVD, TANGLEWOOD DR, TANGLEWOOD CT, KIMBERLY LN, GRACE CIR, RAMBLING ROSE DR, MONTICELLO CT, N KIMBELL RD, BIRARWOOD ST, OWEN AVE, FRONTAGE RD, E MAIN ST, LAKESHORE DR, CORNWELL DR, ARLINGTON DR, S YUKON PKWY, LANDMARK DR, PLAZA DR, CHURCH ST, MARKET AVE, SUNRISE DR, EASTVIEW DR, TWILIGHT TER, AMANDA DR, IS HLS, S RANCHWOOD BLVD, S KIMBELL RD, MAXI DR, MAXI CT, INDUSTRIAL DR, MILLER DR, COOPER LN, EASTRIDGE DR, NAVE RD, GASLIGHT LN, NEUMAYER TRAILER PARK, FANRO RD, A ST, MARKLEY LN, MABEL C FRY BLVD, SHELLY RD, EASTVIEW CIR, POPLAR AVE, PINE ST, SPRUCE AVE, CROWN DR, ARLINGTON DR, LINN LN, WALSH LN, HEATHER TER, OKIERIDGE RD, MCCONNELL DR, MORNINGSIDE DR, TRENTON TER, ROYAL LN, DARTMOUTH ST, WILLow RUN, CLEAR CREEK RD, ST JAMES CT, DAWN AVE, GLENVIERE AVE, and REGAL RD.



INFORMATION
TECHNOLOGY

DATE: August 10, 2016
FROM: Gary D. Cooper, Technology Director
TO: Jim Crosby, City Manager
Tammy DeSpain, Assistant City Manager
RE: ReGroup Mass Communication System

MEMORANDUM

In 2008 the City of Yukon subscribed to a Mass Notification System by Blackboard, Inc. for a cost of \$ 20,133.00 per year. We have remained on the system for eight consecutive years, adding the NOAA weather module in July 2013 for an added expense of \$ 2,500.00 per year.

There have been few enhancements to the Blackboard system and in the eight years of use the quality of their customer service has declined.

I have queried Blackboard and two additional companies this year and now request that a new agreement for services from ReGroup be placed on the Council agenda for acceptance. Regoup is known to have exceptional customer service and a quality product that uses not only phone, text and e-mail but also incorporates a mobile phone app that I feel all departments of the City would be able to utilize for an outreach service to their respective patrons. The new service will cost us \$ 12,500.00 instead of the past cost of \$22,633.



Statement of Work

709 Noe St. San Francisco, CA 94114
 Phone 775.476.8710 / Fax 415.520.9422

Prepared For:

City of Yukon, Yukon, Oklahoma 73099

Date: Aug 9, 2016

Valid Until: August 31, 2016

Prepared by: Sarah Newman, Sales Executive

Phone: 917-791-2165

Email: sarah.newman@regroup.com

Contract Start Date: 10/01/2016

Contract Term: 3 years

Total Member Count: 22,000

Subscription Services & Integration	Product Description	List Price	Term (yrs)	Discount %	Total Price
Database Integration - .csv Import		\$1,500.00	1	100	\$0.00
Geo-Mapping	Ability to send notifications based on the recipients location	\$0.00	1	0	\$0.00
IPAWS		\$1,500.00	1	0	\$1,500.00
NOAA		\$1,500.00	1	0	\$1,500.00
Regroup Annual Subscription		\$9,500.00	1	0	\$9,500.00
Regroup Mobile App		\$0.00	1	0	\$0.00

Subtotal \$14,000.00
Discount 11%
Total Proposal \$12,500.00

Terms and Conditions

Marketing and PR

During the term of this agreement and in accordance with the provisions contained herein, Client shall permit Company to use its names, trademarks and logos in marketing related activities, including but not limited to press releases, web-site showing and links, and marketing of collateral materials, and to reference that Client is a customer in its marketing activities.

Payment

We expect payment within 45 days from start date. For late payments, we reserve the right to charge an additional 1.5% interest per month.



Acceptance and Authorization

The terms and conditions of the [Regroup Terms of Service](#) and [Terms of Use](#), in accordance with Regroup SOW dated August 2016, apply in full to the services and products provided under this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Accepted by "Buyer", City of Yukon, Yukon, Oklahoma 73099:

Signature: _____

Date: _____

Name: _____

Title: _____

Accepted by Regroup:

Joseph DiPasquale

Signature: _____

July 28, 2016

Date: _____

Joe DiPasquale

CEO

Name: _____

Title: _____



Based in San Francisco, the heart of the tech world, and coming up on our 10th year of service, we now have more than 60 industry experts on our team, dedicated to providing the best mass communication and emergency notification system on the market. From communication specialists to innovative developers, we pride ourselves in offering an easy-to-use, reliable system that we back up with a highly-trained support team that will be there to assist you when setting up your system, as well as provide ongoing training and even help you send out a message.

Our Mission

Our mission is to help our clients communicate easily and effectively by providing unparalleled usability, innovation, integration, client support and communication channels. We strongly believe that easy and effective communication within an organization is the cornerstone of efficiency, productivity, safety and resiliency.

What We Do

As an emerging leader in critical and non-critical mass communication technology, our multimodal, cloud-based platform allows clients to reach their target audience effectively and efficiently through all major communication channels, including: mobile phones (text/voice), landlines, email, social media and websites. Combined with features such as our AlertManager mobile app, geo-targeting, API Suite, NWS/NOAA weather alerts and IPAWS integration, we have all the tools you need to meet your day-to-day and emergency communication needs. We currently work with colleges and universities, K-12 schools and districts, state and local governments, healthcare institutions, corporations and nonprofit organizations in more than 22 states and four countries.

Why Us

By choosing Regroup, you are choosing to partner with a company that strives to unify multiple forms of communication in one comprehensive, easy-to-use system.

97%

Satisfaction Rate

92%

Retention Rate

Our system allows clients to manage day-to-day communication, business continuity plans and to proactively compliment all stages of the emergency management cycle: preparedness, response, recovery and mitigation.

OUR AWARDS





Terms of Service Agreement Specific to the City of Yukon In accordance with Regroup SOW dated August, 2016

In this document, 'Regroup.com' and 'Regroup' are products owned by Dais, Inc. and may be used synonymously with 'Dais, Inc.' where appropriate.

BY SIGNING THE REGROUP STATEMENT OF WORK, ORDER FORM, OR RENEWAL, AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF REGROUP'S ONLINE SERVICE (THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT USE THE SERVICE.

General Information

As part of the Service, Regroup will provide you with use of the Service, including a browser interface, data transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials incorporated by reference herein, including but not limited to Regroup's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

1. License Grant & Restrictions

Regroup hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Regroup.

You may not access the Service if you are a competitor of Regroup, except with Regroup's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.



You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

Regroup reserves the right to remove material that it deems harmful, obscene or in any way threatening to the safety, security, and enjoyment of its subscribers.

2. Your Responsibilities

You are responsible for all activity occurring under your account and shall abide by all applicable laws and regulations in connection with your use of the Service. You shall: (i) notify Regroup immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Regroup immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you; and (iii) not impersonate another Regroup user or provide false identity information to gain access to or use the Service.

3. Account Information and Privacy

Please review our Privacy Notice on Regroup.com. Regroup does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Regroup, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Regroup shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Regroup reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Regroup shall have no obligation to maintain or forward any Customer Data.

4. Intellectual Property Ownership

Regroup alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Regroup Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Regroup Technology or the Intellectual Property Rights owned by Regroup. The Regroup name, the Regroup logo, and the product names associated with the Service are trademarks



of Regroup, and no right or license is granted to use them. You may use our name or trademarks (Regroup.com) for promotion, publicity or other commercial purposes with our prior written consent. All content included on this site is protected by United States and International copyright laws. Regroup and its related graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of Dais, Inc. Regroup.com's trademarks and trade dress may not be used in connection with any product or service that is not Regroup.com's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Regroup. All other trademarks not owned by Regroup that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Regroup.

5. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. All payment obligations are noncancelable and all amounts paid are nonrefundable. You are responsible for paying for all fees the entire subscription Term, whether or not the Service is actively used. You must provide Regroup with valid credit card, payment by check, or deposit as a condition to signing up for the Service. The subscription fee for additional licenses will be the then current, generally applicable subscription fee. Regroup reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. However, Regroup may not modify its fees and charges for services for which payment has already been rendered. All pricing terms are confidential, and you agree not to disclose them to any third party unless required by law.

6. Billing and Renewal

Regroup charges and collects in advance for use of the Service. Regroup's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Regroup's income.

You agree to provide Regroup with complete and accurate billing and contact information. This information includes your legal name, street address, e-mail address, and name and telephone number of an authorized billing contact.

Payment is due 45 days after signing. For late payments, we reserve the right to charge an additional 1.5% interest per month.



If you believe your bill is incorrect, you must contact us in writing (including email) within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

To terminate in accordance with the Agreement please inform Regroup it does not wish to renew in writing. Notice must be provided at least 30 days before the end of the term, and may be provided by e-mail.

7. Non-Payment and Suspension

In addition to any other rights granted to Regroup herein, Regroup reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent. Delinquent invoices are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged during any period of suspension. If you or Regroup initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that Regroup may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

8. Termination for Cause

Any breach of your payment obligations or unauthorized use of the Regroup Technology or Service will be deemed a material breach of this Agreement. Regroup, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that Regroup has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

9. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. This service is provided on an "AS-IS" basis without warranty (express or implied, including merchantability, fitness for a particular purpose and non-infringement of third party rights). We will use commercially reasonable efforts to maintain continuous access but will not be responsible for events beyond our control.

You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.



10. Indemnification

Regroup shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Regroup of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Regroup; provided that you (a) promptly give written notice of the claim to Regroup; (b) give Regroup sole control of the defense and settlement of the claim (provided that Regroup may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Regroup all available information and assistance; and (d) have not compromised or settled such claim. Regroup shall have no indemnification obligation, and you shall indemnify Regroup pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware, or business process(s).

11. Disclaimer of Warranties

REGROUP MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. REGROUP DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL



BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY REGROUP.

12. Internet Delays

REGROUP'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. REGROUP IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

13. Modification to Terms

Regroup reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. Continued use of the Service after notification shall constitute your consent to such changes. If you do not agree to the changes, you may discontinue the Service and receive a pro-rata refund of the subscription fee.

14. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Regroup. Any actual or proposed change in control of you that results or would result in



a competitor of Regroup directly or indirectly owning or controlling 50% or more of you shall entitle Regroup to terminate this Agreement for cause immediately upon written notice.

15. Confidentiality

To the extent allowed by Oklahoma law, neither we nor you shall disclose or reveal to any person or entity the terms and conditions of this Agreement or any Confidential Information (as defined below), except as required by governmental proceeding, applicable Federal or state law or court order. Either party hereto may disclose Confidential Information to its advisors, attorneys under privilege, and its employees or agents on a "need to know" basis. To the extent permitted by state and federal records retention laws upon termination or expiration of this Agreement, each party shall promptly return all Confidential Information of the other party and all copies thereof, if any. The parties' obligations set forth in this section shall survive any expiration or termination of the Term. In the event that either party is required by Federal or state law to disclose any such Confidential Information, such party shall notify the other party in writing so that the other party may seek a protective order and/or other motion to prevent or limit the production or disclosure of such information. If such motion has been denied or is pending and unresolved at the time disclosure of such information is required by Federal or state law, then the party required to disclose such information may disclose only such portion of such information which (A) based on the advice of such party's legal counsel, is required by Federal or state law to be disclosed (such disclosing party using all best efforts to preserve the confidentiality of the remainder of such information) or (B) the other party consents in writing to having disclosed.

16. General

No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Regroup as a result of this agreement or use of the Service. The failure of Regroup to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Regroup in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and Regroup and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.



17. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use and Order Forms. "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service. "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service. "Effective Date" means the earlier of either the start date as shown on the Order Form or the date you begin using the Service. "Initial Term" means the initial period during which you are obligated to pay for the Service. "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, and derivatives thereof. "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms specifying additional Services, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail). "Regroup" means collectively Dais, Inc., a Delaware corporation, with offices at 207 W 21st St., Suite #5 New York, NY 10011. "Regroup Technology" means all of Regroup's proprietary technology (including software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Regroup in providing the Service. "Service(s)" means the online provisioning of Regroup's Technology as developed, operated, and maintained by Regroup, accessible via <http://www.Regroup.com> or another designated web site or IP address. "User(s)" means you or your employees, students, or agents who are authorized to use the Service and/or have been supplied user identifications and passwords by you.



Terms of Use Agreement Specific to the City of Yukon In accordance with Regroup SOW dated August, 2016

In this document, 'Regroup.com' and 'Regroup' are products owned by Dais, Inc. and may be used synonymously with 'Dais, Inc.' where appropriate.

Regroup is an information and messaging service that allows Members to search for information, create information, join groups, and message those groups. The services offered by Regroup include any Regroup-branded URL (the "Regroup Website"), Regroup mobile services, Regroup messages (e-mail or otherwise), and any other features, content, or applications offered from time to time by Regroup in connection with Regroup's business (collectively, the "Regroup Services").

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of the Regroup Services. By using the Regroup Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the Regroup Website, including through a mobile device, or otherwise use the Regroup Services without being registered) or you are a "Member" (which means that you have registered with Regroup). The term "User" refers to a Visitor or a Member. You are only authorized to use the Regroup Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and the terms of this Agreement. Please read this Agreement and save it. If you do not agree to be bound by this Agreement and to follow all applicable laws, you should leave the Regroup Website and discontinue use of the Regroup Services immediately. If you wish to become a Member, communicate with other Members and/or make use of the Regroup Services, you must read this Agreement.

Regroup is willing to provide you with limited access to the Regroup Services and make available Regroup products and services to you only upon the condition that you accept all of the terms and conditions set forth herein, on any registration or order form received by you from Regroup or its affiliates in connection with the Regroup Services and on any documents referenced herein or any additional terms and conditions that can be viewed either on the pages containing any services or offerings, or via a link on those pages or other directions to the additional terms and conditions (collectively, the "Agreement").

This Agreement includes Regroup's policy for acceptable use of the Regroup Services and Content (as defined in Section 6.1 below) posted on or through the Regroup Services and your rights, obligations and restrictions regarding your use of the Regroup Services and Content posted on or through the Regroup Services. In order to participate in certain Regroup Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions from Regroup. Unless otherwise provided by the additional terms and conditions applicable to the Regroup Services in



which you choose to participate, those additional terms are hereby incorporated into this Agreement.

Regroup may modify this Agreement from time to time and such modification shall be effective upon posting by Regroup on the Regroup Website. Your continued use of the Regroup Services after Regroup posts a revised Agreement signifies your acceptance of the revised Agreement. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

Please choose carefully the information you post on or through the Regroup Services and that you provide to other Users. Your Regroup profile may not include any form of Prohibited Content, as outlined in Section 8 below. Despite this prohibition, information, materials, products or services provided by other Regroup Members (for instance, in their profile) may, in whole or in part, be unauthorized, impermissible or otherwise violate this Agreement, and Regroup assumes no responsibility or liability for this material. If you become aware of misuse of the Regroup Services by any person, please click on the "Contact Regroup" or the "Report Abuse" link at the bottom of the Regroup Website pages.

Regroup reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to deny, restrict, suspend, or terminate your access to all or any part of the Regroup Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. Regroup expressly reserves the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Regroup Services if Regroup determines, in its sole discretion, that you have violated this Agreement or pose a threat to Regroup and/or its Users.

1. Eligibility.

Use of the Regroup Services and registration to be a Member for the Regroup Services ("Membership") is void where prohibited. By using the Regroup Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 14 years of age or older; and (d) your use of the Regroup Services does not violate any applicable law or regulation. Your profile may be deleted and your Membership may be terminated without warning, if we believe that you are under 14 years of age, if we believe that you are under 18 years of age and you represent yourself as 18 or older, or if we believe you are over 18 and represent yourself as under 18.



2. Term.

This Agreement, and any posted revision to this Agreement, shall remain in full force and effect while you use the Regroup Services or are a Member. Regroup may terminate your Membership at any time, for any or no reason, with or without prior notice or explanation, and without liability. Even after Membership is terminated, this Agreement will remain in effect, including Sections 5-17.

3. Fees.

You acknowledge that Regroup reserves the right to charge for any portion of the Regroup Services and to change its fees (if any) from time to time in its discretion. If Regroup terminates your Membership because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of fees or payments (if any).

4. Password.

When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You agree to notify Regroup immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

5. Use by Members.

The Regroup Services are for the personal use of Members and may be used for promotional purposes as well, but direct commercial endeavors may only be used if they are specifically endorsed or authorized by Regroup. Regroup reserves the right to remove commercial content in its sole discretion. Illegal and/or unauthorized use of the Regroup Services, including collecting usernames, user id numbers, and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Regroup Website, or employing third party promotional sites or software to promote profiles for money, is prohibited. Commercial advertisements, affiliate links, and other forms of unauthorized solicitation may be removed from Member profiles without notice or explanation and may result in termination of Membership privileges. Regroup reserves the right to take appropriate legal action for any illegal or unauthorized use of the Regroup Services.



6. Proprietary Rights in Content on Regroup.

6.1 Regroup does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, "Content") that you post on or through the Regroup Services. After posting your Content to the Regroup Services, you continue to retain any such rights that you may have in your Content, subject to the limited license herein. By displaying or publishing ("posting") any Content on or through the Regroup Services, you hereby grant to Regroup a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content solely on or through the Regroup Services, including without limitation distributing part or all of the Regroup Website in any media formats and through any media channels, except Content marked "private" will not be distributed outside the Regroup Website. This limited license does not grant Regroup the right to sell or otherwise distribute your Content outside of the Regroup Services. After you remove your Content from the Regroup Website we will cease distribution as soon as practicable, and at such time when distribution ceases, the license will terminate. If after we have distributed your Content outside the Regroup Website you change the Content's privacy setting to "private," we will cease distribution of such "private" Content outside the Regroup Website as soon as practicable after you make the change.

6.2 The license you grant to Regroup is non-exclusive (meaning you are free to license your Content to anyone else in addition to Regroup), fully-paid and royalty-free (meaning that Regroup is not required to pay you for the use on the Regroup Services of the Content that you post), sublicensable (so that Regroup is able to use its affiliates, subcontractors and other partners such as Internet content delivery networks and wireless carriers to provide the Regroup Services), and worldwide (because the Internet and the Regroup Services are global in reach).

6.3 You represent and warrant that: (i) you own the Content posted by you on or through the Regroup Services or otherwise have the right to grant the license set forth in this Section 6, and (ii) the posting of your Content on or through the Regroup Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of any Content posted by you on or through the Regroup Services.

6.4 The Regroup Services contain Content of Regroup ("Regroup Content"). Regroup Content is protected by copyright, trademark, patent, trade secret and other laws, and Regroup owns and retains all rights in the Regroup Content and the Regroup Services. Regroup hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the Regroup Content (excluding any software code) solely for your personal use in connection with viewing the Regroup Website and using the Regroup Services.



6.5 The Regroup Services contain Content of Users and other Regroup licensors. Except as provided within this Agreement, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the Regroup Services.

6.6 Regroup performs technical functions necessary to offer the Regroup Services, including but not limited to transcoding and/or reformatting Content to allow its use throughout the Regroup Services.

7. Content Posted.

7.1 Regroup may reject, refuse to post or delete any Content for any or no reason, including Content that in the sole judgment of Regroup violates this Agreement or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. Regroup assumes no responsibility for monitoring the Regroup Services for inappropriate Content or conduct. If at any time Regroup chooses, in its sole discretion, to monitor the Regroup Services, Regroup nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

7.2 You are solely responsible for the Content that you post on or through any of the Regroup Services, and any material or information that you transmit to other Members and for your interactions with other Users.

8. Content/Activity Prohibited.

The following are examples of the kind of Content that is illegal or prohibited to post on or through the Regroup Services. Regroup reserves the right to investigate and take appropriate legal action against anyone who, in Regroup's sole discretion, violates this provision, including without limitation, removing the offending Content from the Regroup Services and terminating the Membership of such violators. Prohibited Content includes, but is not limited to, Content that, in the sole discretion of Regroup:

8.1 is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

8.2 harasses or advocates harassment of another person;

8.3 exploits people in a sexual or violent manner;

8.4 contains nudity, excessive violence, or offensive subject matter or contains a link to an adult website;

8.5 solicits personal information from anyone under 18;

8.6 publicly posts information that poses or creates a privacy or security risk to any person;

8.7 constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

8.8 constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;

8.9 involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";

8.10 contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);

8.11 furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

8.12 solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;

8.13 involves commercial activities and/or sales without prior written consent from Regroup such as contests, sweepstakes, barter, advertising, or pyramid schemes;

8.14 includes a photograph or video of another person that you have posted without that person's consent;

8.15 for band, comedy, filmmaker and other profiles, uses sexually suggestive imagery or any other unfair, misleading or deceptive Content intended to draw traffic to the profile;
or

8.16 violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person.

The following are examples of the kind of activity that is illegal or prohibited on the Regroup Website and through your use of the Regroup Services. Regroup reserves the right to investigate and take appropriate legal action against anyone who, in Regroup's sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but is not limited to:

8.17 criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;



8.18 advertising to, or solicitation of, any Member to buy or sell any products or services through the unauthorized or impermissible use of the Regroup Services. You may not transmit any chain letters or junk email to other Members. In order to protect our Members from such advertising or solicitation, Regroup reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which Regroup deems appropriate in its sole discretion. If you breach this Agreement and send unsolicited bulk email, instant messages or other unauthorized commercial communications of any kind through the Regroup Services, you acknowledge that you will have caused substantial harm to Regroup, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay Regroup \$50 for each such unsolicited email or other unauthorized commercial communication you send through the Regroup Services;

8.19 circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Regroup Services;

8.20 activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;

8.21 covering or obscuring the banner advertisements on your personal profile page, or any Regroup page via HTML/CSS or any other means;

8.22 any automated use of the system, such as, but not limited to, using scripts to add friends or send comments or messages;

8.23 interfering with, disrupting, or creating an undue burden on the Regroup Services or the networks or services connected to the Regroup Services;

8.24 impersonating or attempting to impersonate another Member, person or entity;

8.25 for band, comedy, filmmaker and other profiles containing a Regroup player, copying the code for your Regroup Player and embedding it (or directing others to embed it) anywhere other than your band profile on Regroup;

8.26 using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;

8.27 selling or otherwise transferring your profile;

8.28 using any information obtained from the Regroup Services in order to harass, abuse, or harm another person or entity, or attempting to do the same;



8.29 displaying an unauthorized commercial advertisement on your profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorized or impermissible use of the Regroup Services on behalf of that person, such as placing commercial content on your profile, posting blogs or bulletins with a commercial purpose, selecting a profile with a commercial purpose as one of your "Top 8" friends, or sending private messages with a commercial purpose; or

8.30 using the Regroup Services in a manner inconsistent with any and all applicable laws and regulations.

9. Protecting Copyrights and Other Intellectual Property.

If you send any communications or materials to the Regroup Services by posting messages, uploading files, inputting data, or engaging in any other form of communication, including, without limitation, any comments, data, questions, ideas, concepts, suggestions, responses, or the like (collectively, "User Content"), you grant Regroup, Dais, Inc., and its affiliates, licensees, designees, successors and assigns a royalty-free, unrestricted, irrevocable, non-exclusive right and license to use, reproduce, copy, post, publish, disclose, distribute, broadcast, exhibit, transmit, publicly and privately perform, publicly and private display, adapt, translate, edit, change, modify, license, sell, create derivative works from, incorporate into any other material or works, or otherwise exploit any such User Content, in whole or in part, throughout the universe and in perpetuity, in any manner and in any and all media (whether now known or hereafter devised or developed), alone or together or as part of other material or work of any kind or nature and for any purpose whatsoever as Regroup, Dais, Inc., and its affiliates may determine. By submitting any User Content, you represent and warrant that you own, control or have all necessary rights in such User Content, and all information contained therein, and that such User Content, and the use of such User Content by Regroup, does not infringe upon or violate the rights of any third party. You agree to indemnify, defend and hold harmless Regroup, its parents, subsidiaries, and other affiliated or related entities, and their respective officers, directors, employees, agents, licensors, licensees suppliers and representatives, from and against all losses, expenses, damages and costs (including, without limitation, reasonable attorneys' fees and costs) resulting from any actual or alleged breach of any of your representations, warranties or undertakings hereunder.

10. Member Disputes.

You are solely responsible for your interactions with other Regroup Members. Regroup reserves the right, but has no obligation, to become involved in any way with disputes between you and other Members.



11. Privacy.

Use of the Regroup Services is also governed by our [Privacy Policy](#), which is incorporated into this Agreement by this reference.

12. Disclaimers.

Regroup is not responsible for and makes no warranties, express or implied, as to the User Content or the accuracy and reliability of the User Content posted on or through the Regroup Services, whether caused by Users of the Regroup Services or by any of the equipment or programming associated with or utilized in the Regroup Services and such User Content does not necessarily reflect the opinions or policies of Regroup. Profiles and third party applications created and posted by Members on the Regroup Website may contain links to other websites. Regroup is not responsible for the content, accuracy or opinions expressed on such websites, and such websites are not necessarily investigated, monitored or checked for accuracy or completeness by Regroup. Inclusion of any linked website on the Regroup Services does not imply approval or endorsement of the linked website by Regroup. When you access these third party sites, you do so at your own risk. Regroup takes no responsibility for third party advertisements or third party applications that are posted on or through the Regroup Services, nor does it take any responsibility for the goods or services provided by its advertisers. Regroup is not responsible for the conduct, whether online or offline, of any User of the Regroup Services. Regroup assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication. Regroup is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Regroup Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Regroup Services. Under no circumstances shall Regroup be responsible for any loss or damage, including personal injury or death, resulting from use of the Regroup Services, attendance at a Regroup event, from any User Content posted on or through the Regroup Services, or from the conduct of any Users of the Regroup Services, whether online or offline. The Regroup Services are provided "AS-IS" and as available and Regroup expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Regroup cannot guarantee and does not promise any specific results from use of the Regroup Services.



13. Limitation on Liability.

Not applicable.

14. U.S. Export Controls.

Software available in connection with the Regroup Services (the "Software") may be further subject to United States export controls. No Software may be downloaded from the Regroup Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

15. Disputes.

EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

16. Indemnity.

Not applicable



17. Other.

This Agreement is accepted upon your use of the Regroup Website or any of the Regroup Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and Regroup regarding the use of the Regroup Services. The failure of Regroup to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Regroup is a trademark of Regroup, Inc. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.



DATE: August 10, 2016

FROM: Arnold Adams / Public Works Director

TO: Jim Crosby / City Manager

CC: Doug Shivers / City Clerk

RE: Agenda Item - Pest / Termite Agreement 2016-2017

MEMORANDUM

Jim, we received 3 quotes on our Pest / Termite Control Contract for this upcoming fiscal year for our City buildings and they are as follows;

Vendor	Termite	Pest	Total
Mother Natures	\$3,029.00	\$7,081.00	\$10,110.00
Terminix	\$4,150.00	\$12,100.00	\$16,250.00
Fitzhugh's	\$1,695.00	\$49,932.00	\$51,627.00

We recommend our current vendor Mother Nature's for the cost of \$10,110.00 for this year and request it be placed on the next available Council Agenda.



www.PestSecret.com

"We Know The Secret"

TULSA 918-362-2000 • Fax 918-362-2020
11356 East 51st Place
Tulsa, OK 74146
OKC 405-278-8100 • Fax 405-286-9019
219 West Wilshire Blvd., # 103C
Oklahoma City, OK 73116

Perimeter Plus - Termite Treatment Agreement
EP/LI Exterior Perimeter / Localized Interior

Owner / Agent CITY OF YUKON Cell Phone 350-8940

Mailing Address P.O. Box 850500

City YUKON, State OK Zip 73085

Structure Address SEE ATTACHED

Description COMMERCIAL

A. Effective 7-1-2016 through 7-1-2017 for the sum of \$ payable: Credit Card Check Other:
Mother Nature's will provide the necessary treatment at the structure address above to control subterranean termites.

B. CONTINUOUS PROTECTION
Mother Nature's will extend the service annually to purchaser for \$ 3029.00 per year. Continuous coverage begins one year after initial treatment and must be paid for coverage to continue. The yearly fee will not be increased for five (5) years. After five years, and each year thereafter, this fee may be lowered, increased, or remain unchanged.

C. SERVICE GUARANTEE
During the term of this of this plan, Mother Nature's will re-inspect the above-identified property at the customer requests or if Mother Nature's believes it is necessary.

1. Mother Nature's does not warrant this property or contents against termite damage. Mother Nature's is released from any obligation to repair or replace any damage to identified property or its contents caused by an infestation

D. MISCELLANEOUS

1. Location of Termite Activity:

Owner / Agent: Date:

Mother Nature's Representative: TRAVIS GARRETT Date: 7-13-16



11621 N Santa Fe, Suite A1
Oklahoma City, OK 73114

City of Yukon

RE: Termite Control – July 1st 2016 thru June 30th 2017

Service Name	Service Property	Yearly Amt.
Community Dev	335 Elm Ave	\$125
City garage	1035 Industrial	\$250
Library/SR Ctr	1200 Lakeshore	\$225
Centennial Bldg	12 S 5 th	\$225
HR	10 S 5 th	\$125
Court Clerk Ofc	532 W Main	\$250
City Hall	500 W Main	\$250
I T Bldg	528 W Main	\$225
Public Works Admin	904 Industrial	\$248
Water & Streets	900 Industrial	\$239
Parks	848 E Main	\$272
New Fire Station	960 E Main	\$195
Sanitation	501 Ash	\$100
Sanitation Admin	501 Ash	\$100
Street Dept Facility	501 Ash	\$100
Jays Building	425 Cornwell	\$100
Total		\$3029



www.PestSecret.com

"We Know The Secret"

TRAVIS CARLSIO
MOTHER NATURE'S CSR

TULSA 918-362-2000 • Fax 918-362-2020
11356 East 51st Place
Tulsa, OK 74146

OKC 405-278-8100 • Fax 405-286-9019
11621 North Santa Fe, Suite A-1
Oklahoma City, OK 73114

PEST CONTROL COMMERCIAL SERVICE AGREEMENT INTERIOR (each treatment) • EXTERIOR (upon request)

CUSTOMER <i>CITY OF YUKON</i>		PERSON TO BE CONTACTED <i>C TERESA STOVER</i>	
STREET <i>P.O. Box 850500</i>		PROPERTY TO BE SERVICED	
CITY, STATE, ZIP <i>YUKON, OK 73085</i>		CITY, STATE, ZIP	
HOME PHONE <i>350-8940</i>	CELL PHONE	WORK PHONE	
	CELL PHONE	WORK PHONE	
FIRST SERVICE DAY <i>July-1-2016 - July-1-2017</i> DATE _____ TIME _____			
FREQUENCY: <input type="checkbox"/> EVERY OTHER MONTH <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> SEMI-MONTHLY <input type="checkbox"/> WEEKLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER _____			
PESTS TO BE CONTROLLED: Mother Nature's will perform regular service for control of:			
THIS SERVICE DOES NOT CONTROL TERMITES.	<input checked="" type="checkbox"/> ROACHES	<input checked="" type="checkbox"/> SPIDERS	<input checked="" type="checkbox"/> ANTS
	<input checked="" type="checkbox"/> CRICKETS & ROY POLYS	<input checked="" type="checkbox"/> SCORPIONS	<input checked="" type="checkbox"/> FLEAS
	<input checked="" type="checkbox"/> MOICE	<input checked="" type="checkbox"/> OTHER <i>GENERAL PEST CONTROL</i>	
		<input checked="" type="checkbox"/> WEEVILS	<input checked="" type="checkbox"/> BEETLES
		<input checked="" type="checkbox"/> SILVERFISH	<input type="checkbox"/> BED BUGS

SPECIAL INSTRUCTIONS *SEE ATTACHED*

TREATMENT TERMS AND CONDITIONS:

THE REGULAR SERVICE SCHEDULE WILL BEGIN 30 DAYS AFTER THE FIRST SERVICE DAY.

All services must be completed in the month they are due.

INITIAL CLEAN-OUT CHARGE \$ _____ FREQUENCY SERVICE CHARGE \$ *7081¹²*

YEARLY COST

I agree to the treatment procedure and conditions.

CUSTOMER SIGNATURE _____ DATE _____

I have explained the treatment terms and conditions to the customer.

TECHNICIAN SIGNATURE _____ DATE _____

RENEWABLE AGREEMENT: THIS IS A 12 (TWELVE) MONTH SERVICE AGREEMENT, AUTOMATICALLY RENEWABLE ON AN ANNUAL BASIS.
After the first 12 months of service, either party may cancel this agreement by giving 30 days written notice.



11621 N Santa Fe #A1
Oklahoma City, OK 73116

Dates: July 1st 2016 thru June 30th 2017

RE: Pest Control Service

Service Name	Service Property	Yearly Amt.
Community Dev.	334 Elm Ave	\$289
City garage	1035 Industrial	\$330
Animal Control	701 Inla	\$285
Fire Station#2	302 S 5 th St	\$228
Police dept.	100 S Ranchwood	\$228
Street Sweeper	102 S Ranchwood	\$228
Library/SR Ctr	1200 Lakeshore	\$456
Centennial Bldg	12 S 5 th	\$228
HR	10 S 5 th	\$228
Community Ctr	2200 S Holly	\$285
Court Clerk Ofc	532 W Main	\$285
City Hall	500 W Main	\$320
The American Legion	1020 W Main	\$240
Jackie Cooper Bldg	1024 E Main	\$330
I T Bldg	528 W Main	\$308
Public Works Admin	904 Industrial	\$330
Water & Streets	900 Industrial	\$320
Animal Control outside	701 Inla	\$285
Parks	848 E Main	\$330
Fire Station #1	960 E Main	\$348
Sanitation	501 Ash	\$336
Sanitation Admin	501 Ash	\$228
Street Dept.	501 Ash	\$228
Jays Building	425 Cornwell	\$228
	510 Elm St	\$180
TOTAL		\$7081



Pest control includes treating all of the crack and crevice in a building unless otherwise indicated, (some are offices only), also treating the exterior entry points.

Rodent control is available and will be charged on the material used for each occurrence.

Termite inspections will be made once per year. If any evidence is noticed at any time during the warranty period, Fitzhugh's should be notified immediately, so appropriate action may be taken. Fitzhugh's will Spot Treat (10ft or less) any affected area. This warranty does not cover any damages.

Sincerely,

John Fitzhugh
688-3400



Pest control for the City of Yukon

Address	Price yearly		Total
	pest	termite	
334 Elm Ave.	\$3000.00	\$100.00	\$3100.00
1035 Industrial (office only)	\$600.00	\$80.00	\$680.00
701 Inla (office and yard)	\$360.00		\$360.00
302 S. 5 th	\$2580.00		\$2580.00
100 S. Ranchwood Blvd	\$9360.00		\$9360.00
102 S. Ranchwood Blvd.	\$864.00		\$864.00
1200 Lakeshore Dr.	\$12000.00	\$500.00	\$12500.00
12 S. 5 th St.	\$2496.00	\$135.00	\$2631.00
10 S. 5 th St	\$660.00	\$80.00	\$740.00
2200 S. Holly (not the gym)	\$1500.00		\$1500.00
532 W. Main	\$1020.00	\$80.00	\$1100.00
500 W. Main	\$3060.00	\$220.00	\$3280.00
1024 E Main (not the gym)	\$480.00		\$480.00
528 E. Main	\$1296.00	\$80.00	\$1375.00
904 Industrial Blvd. (office only)	\$480.00	\$100.00	\$580.00
900 Industrial Blvd. (office only)	\$420.00		\$420.00
848 E. Main (office only)	\$420.00	\$80.00	\$500.00
960 E. Main (not truck bays)	\$5100.00	\$240.00	\$5340.00
501 Ash Ave.	\$2592.00		\$2592.00
425 Cornwell	\$1080.00		\$1080.00
510 Elm St.	\$564.00		\$564.00
	<u>49932.00</u>	<u>11695.00</u>	TOTAL \$51,626.00
Add-on for rodent control if needed.			\$1500.00
			51,627.00
	Grand total		\$53126.00

Teresa Stover

From: Dunham, Jeffrey <JDunham@terminix.com>
Sent: Wednesday, July 20, 2016 9:32 AM
To: Teresa Stover
Cc: Mason, Jeffrey
Subject: Terminix Termite and Pest Control Bid for Service
Attachments: Yukon City PC TC proposal 2016 Pg 1.doc; Yukon City PC TC proposal 2016 Pg 2.doc

Ms. Stover,

I have attached the bid for service for the City of Yukon. This is a bid for one year of service for both pest control and termite warranties for one year. Both services can be renewed at the end of the year of service. If you have any questions please feel free to contact Jeff Mason or myself by phone or e-mail. Thank you in advance for your consideration.

Jeff Dunham

Terminix Sales Manager
Oklahoma City Sales and Service
9340 Pole Rd. Oklahoma City 73160
Office: 405.631.0355 Mobile: 405.698.8110
Email: jdunham@terminix.com

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Thank you.



The Nationwide Pest Control Experts

The Terminix International
Company L.P.
9340 Pole Rd.
Moore, OK 73160

City of Yukon
Re: Pest and Termite Proposal for Service
July 20, 2016

Terminix has inspected the buildings below, and will put the 16 buildings specified on a termite warranty plan that will not include an initial treatment. These buildings will be put under a service warranty that states Terminix will treat the listed building for the term of 1 year if termite activity is noted at no addition charge beyond the contracted amount. There is no warranty from Terminix on any damages that have occurred or may occur to the structures or contents of these building. Terminix will also perform an annual termite inspection of the buildings at no additional cost. This warranty will be renewable every year with an anniversary date one year following the start of services.

Termite Warranty Locations:

Community Dev	335 Elm Ave.
City Garage	1035 Industrial
Library / SR Ctr.	1200 Lakeshore
Centennial Bldg	12 S 5 th
HR	10 S 5 th
Court Clerk Office	532 W. Main
City Hall	500 W. Main
IT Bldg	528 W. Main
Public Works Admin	900 Industrial
Water and Waste Water	900 Industrial
Parks	848 E. Main
New Fire Station	960 E. Main
Sanitation	501 Ash
Sanitation Admin	501 Ash
Street Dept Facility	501 Ash
Jays Building	425 Cornwell

Total cost of Termite Warranty for 1-year \$4150.00

Jeff Dunham
Sales manager
Terminix OKC
(405)698-8110



The Nationwide Pest Control Experts

The Terminix International
Company L.P.
9340 Pole Rd.
Moore, OK 73160

City of Yukon
Re: Pest and Termite Proposal for Service
July 20, 2016

Terminix pest program: This program includes the listed building for monthly pest control service. This service would be interior only service. This service would focus on the control of crawling insects such as silverfish, roaches, ants, spiders, ect. with rodent stations and exterior service for the Animal Control building with monitoring of those rodent stations. Any additional treatments such as exterior treatments, bed bug treatments, or treatments for flying insects would be an additional charge, and not covered under this program. This is an annual service agreement with the option of renewal in one year from date of first service.

Covered buildings:

Community Dev	334 Elm Ave.
City Garage	1035 Industrial
Animal Control	701 Inla
Fire Station #2	302 S 5 th St.
Police Dept.	100 S. Ranchwood
Street Sweeper	102 S. Ranchwood
Library/ SR Ctr	1200 Lakeshore
Centennial Bldg.	12 S. 5 th St.
HR	10 S. 5 th St.
Community Ctr.	2200 S. Holly
Court Clerk Office	532 W. Main
City Hall	500 W. Main
Jackie Cooper Bldg	1024 E. Main
IT Building	528 W. Main
Public Works Admin	904 Industrial
Water and Waste Water	900 Industrial
Animal Control (exterior, rodent stations)	701 Inla
Parks	848 E. Main
Fire Station #I	960 E Mian
Sanitation	501 Ash
Sanitation Office	501 Ash
Street Dept.	501 Ash
Jays Building	425 Cornwell
Chamber	510 Elm St.
American Legion Bldg	1020 W. Main

Monthly Billing of \$1000.00 with an initial service of \$1100.00
Total for one year of above service. \$12100.00

Jeff Dunham
Sales manager
Terminix OKC
(405)698-8110

Jeff Mason
Certified Inspector
Terminix OKC
(405)639-9250