



**CITY COUNCIL AGENDA**  
**August 19, 2014**

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**Ken Smith, Mayor ~ At-Large**  
**Michael McEachern, Vice-Mayor ~ Ward 4**  
**Richard Russell, Council Member ~ Ward 1**  
**John Alberts, Council Member ~ Ward 2**  
**Donna Yanda, Council Member ~ Ward 3**  
**Grayson Bottom, City Manager**

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Yukon City Council / Yukon Municipal Authority Work Session  
Conference Room - Centennial Building - 12 South 5<sup>th</sup> Street  
August 19, 2014 – 6:00 p.m.

- 1. There is no work session preceding the August 19, 2014 City Council Meeting.**

# City Council - Municipal Authority Agendas

August 19, 2014 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

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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 18, 2014.

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**Invocation: Pastor Kirsten Baer, Grace Church**

**Flag Salute:**

**Roll Call:** Ken Smith, Mayor  
Michael McEachern, Vice Mayor  
John Alberts, Council Member  
Richard Russell, 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 5, 2014**
- B) Payment of material claims in the amount of \$134,706.50**

**ACTION** \_\_\_\_\_

**2A. Consider approving a Purchase and Sale Agreement between the Yukon Municipal Authority and Stejskal Family LLC., for a 154 acre (approximately) parcel of land located in Canadian County, OK, south of Highway 66 and west of Frisco Road, as recommended by the City Manager**

**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 5, 2014**
- B) Payment of material claims in the amount of \$503,443.08**
- 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 Pets & People Humane Society, Inc. Agreement, a nonprofit Corporation, for the term of July 1, 2014 through June 30, 2015, for use of City-owned premises at 701 Inla**
- E) Setting the date for the next regular Council meeting for September 2, 2014, 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**

- 3. Consider approving the renewal of the Agreement for Services between the City of Yukon and Yukon Chamber of Commerce, for the term of July 1, 2014 through June 30, 2015 at a cost of \$1,500.00 per month plus a sales tax incentive**

**ACTION** \_\_\_\_\_

- 4. Consider ratifying an expenditure of funds, in the amount of \$87,669.10, for 1,640 linear feet of 12" PVC Waterline from Yukon Parkway West to Nazarene Church on Main St., to serve the Yukon Crossing Development, to be paid from the Capital Improvement Funds, as requested by the Public Works Director**

**ACTION** \_\_\_\_\_

- 5. Consider approving an Engineering Contract with Triad Design Group, Inc. to provide plans, specifications, estimates, construction administration, and environmental assessment for the construction of the Frisco Water Tower and 12-inch Waterline Distribution Project and Sanitary Sewer Trenchless Technology (Pipe Bursting), at an estimated fee of \$306,500.00 to be based on final construction cost of the project, to be paid from Corps of Engineer Grant, as recommended by the City Manager**

**ACTION** \_\_\_\_\_

6. Consider approving a Contract for Professional Services with Triad Design Group, Inc. to provide studies, surveys, preliminary plans for plan-in-hand, and hydraulics for the Phase I design of the I-40 and Frisco Road Interchange, at a cost of \$750,000.00, as recommended by the City Manager

**ACTION** \_\_\_\_\_

7. Consider approving a Contract for Professional Services with Triad Design Group, Inc. to provide studies, final construction plans, estimates, geotechnical evaluation, and general engineering for the Phase II design of the I-40 and Frisco Road Interchange, as recommended by the City Manager

**ACTION** \_\_\_\_\_

8. Consider approving the Yukon Municipal Authority action pertaining to a Purchase and Sale Agreement between the Yukon Municipal Authority and Stejskal Family LLC., for a 154 acre (approximately) parcel of land located in Canadian County, OK, south of Highway 66 and west of Frisco Road, as recommended by the City Manager (Item 2A from the YMA docket above)

**ACTION** \_\_\_\_\_

9. City Manager's Report – Information items only
  - A. Sales Tax Report
  - B. Update on P<sup>3</sup> (Public Private Partnership) Request for Qualifications Process
10. New Business
11. Council Discussion
12. Consider a motion to recess as the Yukon City Council and convene into Executive Session, for discussing the purchase or appraisal of real property, as provided for in 25 OS 2003, Section 307 (B) (3)

**ACTION** \_\_\_\_\_

13. Consider a motion to adjourn from Executive Session and reconvene as Yukon City Council

**ACTION** \_\_\_\_\_

14. Adjournment

**Yukon Municipal Authority Minutes  
August 5, 2014**

ROLL CALL: (Present) Ken Smith, Chairman  
Michael McEachern, Vice Chairman  
John Alberts, Trustee  
Richard Russell, Trustee

(Absent) Donna Yanda, 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 15, 2014**
- B) Payment of material claims in the amount of \$93,629.62**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of July 15, 2014 and payment of material claims in the amount of \$93,629.62, was made by Trustee McEachern and seconded by Trustee Russell.

**The vote:**

**AYES: McEachern, Russell, Alberts, Smith**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

EXHIBIT A  
YUKON MUNICIPAL AUTHORITY  
(Yukon, Oklahoma)  
SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
SERIES 2013

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

TO: Bank of Oklahoma, N.A., Trustee  
FROM: Yukon Municipal Authority  
DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Brewer Construction Company 82-8818-16-1  
CREDITOR TRUST NO.

ITEM	ITEM NO.
8/7/14	concrete asphalt paving
DATE	PURPOSE
	\$23,788.00
	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:  
The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

Those obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Yukon Municipal Authority Construction Fund and has not been paid.

That there has not been filed with or served upon the Yukon Municipal Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been of such obligation.

That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Date

\_\_\_\_\_  
Chairman or Vice Chairman

Date Approved: \_\_\_\_\_

Attest:

Date Paid \_\_\_\_\_

Authorized Officer

\_\_\_\_\_  
Secretary

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City



August 11, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP 2 Sewer Repair #28  
308-340 Kings Canyon**

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**Estimate #1**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-72 in the amount of \$23,788.00 for which we recommend payment.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robbie Williams".

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

# Brewer Construction Co.

8501 SW 8th St. - Oklahoma City, OK 73128  
PO Box 82485 - Oklahoma City, OK 73148  
405-787-4962  
Fax 405-495-8972

August 7th, 2014

City Of Yukon  
c/o Triad Design Group  
Attn. Robbie Williams P.E.  
3020 N.W. 149 th Street  
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving  
W/ Drainage, Water And Sewer Contract  
2013 CIP 2 Sewer Repair # 28  
308 - 340 Kings Canyon

Yukon Claim # 2014 - 72

Estimate # 1

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	277 L.F.	\$ 80.00	\$ 22,160.00
Re-Connect Sewer Service	8 Ea.	\$ 360.00	\$ 2,880.00
Rehabilitate Manhole	0 Ea.	\$ 680.00	\$ -
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 0-200sy	0 S.Y.	\$ 2.50	\$ -
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Completed	\$ 25,040.00
		Less 5 % Ret.	\$ (1,252.00)
		Total Due Est # 1	\$ 23,788.00

*✓ OK MS*

Thank You  
Brewer Construction Company



Kevin Brewer

EXHIBIT A  
YUKON MUNICIPAL AUTHORITY  
(Yukon, Oklahoma)  
SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
SERIES 2013

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

TO: Bank of Oklahoma, N.A., Trustee  
FROM: Yukon Municipal Authority  
DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Brewer Construction Company</u>	<u>82-8818-16-1</u>
CREDITOR	TRUST NO.

ITEM	ITEM NO.
<u>8/7/14</u>	<u>\$7,304.00</u>
<u>concrete asphalt paving</u>	AMOUNT
DATE	PURPOSE

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:  
The above requisition is approved.

~. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

Those obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Yukon Municipal Authority Construction Fund and has not been paid.

That there has not been filed with or served upon the Yukon Municipal Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been of such obligation.

That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Date

\_\_\_\_\_  
Chairman or Vice Chairman

Date Approved: \_\_\_\_\_

Attest:

Date Paid \_\_\_\_\_

Authorized Officer

\_\_\_\_\_  
Secretary

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City



August 11, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract**  
**2013 CIP 2 Sewer Repair #26**  
**604-704 Victoria**

**Estimate #2 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-73 in the amount of \$7,304.00 for which we recommend payment.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

# Brewer Construction Co.

8501 SW 5th St. - Oklahoma City, OK 73128  
PO Box 82455 - Oklahoma City, OK 73145  
405-787-4962  
Fax 405-495-8972

August 7th, 2014

City Of Yukon  
c/o Triad Design Group  
Attn. Robbie Williams P.E.  
3020 N.W. 149 th Street  
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving  
W/ Drainage, Water And Sewer Contract  
2013 CIP 2 Sewer Repair # 26  
604-704 Victoria

Yukon Claim # 2014 - 73

Estimate # 2 & Final

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	572 L.F.	\$ 80.00	\$ 45,760.00
Re-Connect Sewer Service	9 Ea.	\$ 360.00	\$ 3,240.00
Rehabilitate Manhole	3 Ea.	\$ 680.00	\$ 2,040.00
Extra Vertical Foot Manhole	19.7 V.F.	\$ 120.00	\$ 2,364.00
Solid Slab Sod 0-200sy	180 S.Y.	\$ 2.50	\$ 450.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Completed	\$ 53,854.00
		Less Previously Paid	\$ (46,550.00)
		Total Due & Final	\$ 7,304.00

VOICERS  
JI

Thank You  
Brewer Construction Company

  
Kevin Brewer

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2013

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

TO: Bank of Oklahoma, N.A., Trustee  
 FROM: Yukon Municipal Authority  
 DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Brewer Construction Company</u>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>8/7/14</u>	<u>concrete asphalt paving</u>	<u>\$ 45,110.00</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:  
 The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

Those obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Yukon Municipal Authority Construction Fund and has not been paid.

That there has not been filed with or served upon the Yukon Municipal Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been of such obligation.

That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Date

Date Approved: \_\_\_\_\_

Date Paid \_\_\_\_\_

Authorized Officer

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City

\_\_\_\_\_  
 Chairman or Vice Chairman

Attest:

\_\_\_\_\_  
 Secretary



August 11, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP 2 Sewer Repair #31  
2204 Glacier to 308 E. Meade**

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**Estimate #1 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-74 in the amount of \$45,110.00 for which we recommend payment.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

# Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128  
PO Box 82485 - Oklahoma City, OK 73148  
405-757-8962  
Fax 405-495-8972

August 7th, 2014

City Of Yukon  
c/o Triad Design Group  
Attn. Robbie Williams P.E.  
3020 N.W. 149 th Street  
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving  
W/ Drainage, Water And Sewer Contract  
2013 CIP 2 Sewer Repair # 31  
2204 Glacier to 308 E. Meade

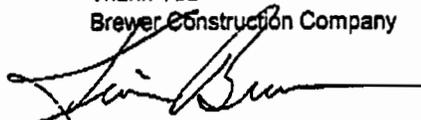
Yukon Claim # 2014 - 74

Estimate # 1 & Final

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	493 L.F.	\$ 80.00	\$ 39,440.00
Re-Connect Sewer Service	14 Ea.	\$ 360.00	\$ 5,040.00
Rehabilitate Manhole	0 Ea.	\$ 680.00	\$ -
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 200 sy +	280 S.Y.	\$ 2.25	\$ 630.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
Total Due & Final			\$ 45,110.00

VOK RUS  
J.I

Thank You  
Brewer Construction Company



Kevin Brewer

EXHIBIT A  
YUKON MUNICIPAL AUTHORITY  
(Yukon, Oklahoma)  
SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
SERIES 2013

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

TO: Bank of Oklahoma, N.A., Trustee  
FROM: Yukon Municipal Authority  
DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Wynn Construction Company, Inc. 82-8818-16-1  
CREDITOR TRUST NO.

ITEM		ITEM NO.
<u>2/3/14</u>	<u>WWTP Rehabilitation</u>	<u>\$ 58,804.50</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:  
The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

Those obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Yukon Municipal Authority Construction Fund and has not been paid.

That there has not been filed with or served upon the Yukon Municipal Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been of such obligation.

That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Date

\_\_\_\_\_  
Chairman or Vice Chairman

Date Approved: \_\_\_\_\_

Attest:

Date Paid \_\_\_\_\_

Authorized Officer

\_\_\_\_\_  
Secretary

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City



July 31, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2014 WWTP Rehabilitation & Improvement Project  
CIP Project**

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Dear Mr. Johnson:

Please find attached Wynn Construction Co., Inc. Yukon Claim #1 in an amount of \$58,804.50 for which we recommend payment.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robbie Williams".

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E189

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

Owner: **City of Yukon**  
500 West Main Street  
Yukon, OK

Project: **Yukon WWTP Rehabilitation**  
Yukon, OK

Application No. **One**

Period From: **7/1/2014**  
Period To: **7/31/2014**

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

Contractor: **Wynn Construction Co., Inc.**  
11901 North Eastern Ave.  
Oklahoma City, OK 73131

Architect: **Triad Design Group, Inc.**  
3020 Northwest 149th Street  
OKC OK 73134

Project No.:  
Job No.:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		0.00	0.00
Net change by Change Orders		\$0.00	

1. ORIGINAL CONTRACT SUM	\$ 1,170,800.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 1,170,800.00
4. TOTAL COMPLETED TO DATE	\$ 61,110.00
(Column K on G703)	
5. RETAINAGE:	
5% of Work Completed and Stored Material	\$ 2,305.50
6. TOTAL EARNED LESS RETAINAGE	\$ 58,804.50
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 58,804.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

Contractor: **Wynn Construction Co., Inc.**

By: *[Signature]* Date: **07/28/14**  
Kevin Lang, Vice President

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

State of Oklahoma County of Oklahoma  
Subscribed and sworn to before me this 28 day of July 2014  
Notary Public: *[Signature]* Stephanie Pace  
My Commission expires: 7/30/2214 Commission #: 908005275



AMOUNT CERTIFIED \$  
(Attach explanation if amount certified differs from the amount applied for.)  
ARCHITECT:

By \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER One  
 APPLICATION DATE 7/28/2014  
 PERIOD FROM: 1-Jul  
 PERIOD TO: 30-Jul

Wynn's No.

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED			E STORED MATERIALS			J Total Completed And Stored To Date	K % Completed And Stored To Date	L Balance To Finish	M Retainage
			Previous Applications	Work in Place This Application	Total Work in Place Job to Date	Previous Applications	This Application	Total Stored Material				
1	Mobilization	49,350.00	0.00	39,480.00	39,480.00	0.00	0.00	0.00	39,480.00	80%	9,870.00	1,974.00
2	Excavate for New Screen	18,616.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	18,616.00	0.00
3	New Screen Structure	55,250.00	0.00	6,630.00	6,630.00	0.00	0.00	0.00	6,630.00	12%	48,620.00	331.50
4	Deliver New Screen	129,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	129,000.00	0.00
5	Install Screen	11,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	11,750.00	0.00
6	Electric to New Screen	11,045.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	11,045.00	0.00
7	Handrails & Misc. Metals @ New Screen	7,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	7,650.00	0.00
8	Rehab Existing Screen	178,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	178,500.00	0.00
9	Electrical for Rehab Screen	10,215.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	10,215.00	0.00
10	Demo Screw Pump	19,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	19,000.00	0.00
11	Deliver New Screw pump	86,000.00	0.00	0.00	0.00	0.00	15,000.00	15,000.00	15,000.00	17%	71,000.00	750.00
12	Install Screw Pump	35,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	35,000.00	0.00
13	Electrical for Screw Pump	7,589.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	7,589.00	0.00
14	SCADA Conduits	8,425.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	8,425.00	0.00
15	Electrical Demo	9,135.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	9,135.00	0.00
16	Demo Clarifier	29,355.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	29,355.00	0.00
17	Deliver New Clarifier	130,335.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	130,335.00	0.00
18	Current Density Baffle	22,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	22,000.00	0.00
19	Weir & Scum Baffle	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	30,000.00	0.00
20	Install Clarifier	32,090.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	32,090.00	0.00
21	Metal Building Allowance	18,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	18,000.00	0.00
22	Electrical to Clarifier	22,995.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	22,995.00	0.00
23	Lighting	12,575.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	12,575.00	0.00
24	Electrical Gear & Grounding	38,410.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	38,410.00	0.00
25	Demo Sludge Pumps	19,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	19,200.00	0.00
26	Deliver Sludge Pumps	69,820.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	69,820.00	0.00
27	Install Sludge Pumps	15,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	15,300.00	0.00
28	Process Piping	26,380.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	26,380.00	0.00
29	Sump Pump	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
30	Electrical @ Pump Station	27,815.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	27,815.00	0.00
31	SCADA System Upgrade Allowance	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
32	Electrical Modification Allowance	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
33		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
34		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
35		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
36		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
37		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
38		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	<b>GRAND TOTAL</b>	<b>1,170,800.00</b>	<b>0.00</b>	<b>46,110.00</b>	<b>46,110.00</b>	<b>0.00</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>61,110.00</b>	<b>5%</b>	<b>1,109,690.00</b>	<b>3,065.50</b>

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made as of the \_\_\_\_ day of July, 2014, between **Stejskal Family LLC**, an Oklahoma limited liability company (herein “**Seller**”), whose notice address is 92297 McClain Road, Medford, OK 73759, Attn: Linda Krejsek and Yukon Municipal Authority, an Oklahoma Public Trust or its assigns (herein “**Buyer**”), whose notice address is 500 W Main, Yukon Oklahoma 73099.

**R E C I T A L S :**

- A. Buyer desires to purchase from Seller the following (herein the “**Property**”):
  - (i) the approximately one hundred fifty four (154) acre parcel located in Canadian County, Oklahoma described on **Exhibit A** hereto (the “**Land**”), less all oil, gas and other minerals relating thereto; and
  - (ii) all right, title and interest of Seller in and to all streets, alleys, easements and rights-of-way in, on, across, in front of, abutting or adjoining the Land and any other appurtenances, including abstracting, belonging or relating thereto (collectively the “**Appurtenances**”).
- B. Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

**AGREEMENTS:**

NOW, THEREFORE, in consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

**Article 1-Sale Agreement; Purchase Price**

1.1 **Sale Agreement.** Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller, subject to the terms and conditions of this Agreement.

1.2 **Purchase Price.** The purchase price for the Property (herein the “**Purchase Price**”) shall be **\$22,500.00 per acre** of the Land, as such acreage/square footage is established by the Survey, as hereinafter defined, payable as follows:

1.2.1 **Earnest Money Deposit.** Upon the full and final execution of this Agreement by both Buyer and Seller, and as a condition precedent to the formation of this Agreement, Buyer shall deposit the sum of **Fifty Thousand Dollars (\$50,000.00)** (the “**Earnest Money Deposit**”) with Old Republic Title Company of Oklahoma (in this capacity referred to as the “**Title Agent**”), 1609 Professional Circle, Yukon, Oklahoma, 73099. The Earnest Money Deposit shall be invested by the Title Agent in an interest-bearing account in a federally insured institution and any interest earned on the Earnest Money Deposit shall be considered a part of the Earnest Money Deposit. Except as otherwise set forth herein, the Earnest Money Deposit shall be applied against the Purchase Price at the Closing.

1.2.2 To the extent, if any, Purchaser, as a municipal authority, is required to satisfy or comply with any special or out of the ordinary conditions, regulations, ordinances, laws or internal rules or obligations under its governing by-laws or other similar governing document, Purchaser agrees to disclose to Seller in writing not later than 20 days after the effective date of this Agreement, a list of what those are, the measures required to satisfy same, and the timing required for same, in order for this Agreement to be fully binding upon Purchaser and legally enforceable against it. Until such disclosure is given AND Purchaser has completed and satisfied any such Conditions, Seller shall have the right to terminate this Agreement.

1.2.3 **Payments at Closing.** At the Closing, Buyer shall pay the balance of the Purchase Price in immediately available funds, subject to the prorations and adjustments set forth below.

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## Article 2-Title Review

The following shall constitute conditions precedent to Buyer's obligation to purchase the Property and shall be satisfied within the time periods stated, unless waived or deferred in writing by Buyer.

2.1 Title Matters. Promptly after full execution of this Agreement, Seller shall deliver or cause to be delivered to Buyer the following items:

2.1.1 Title Commitment. A title commitment (the "**Title Commitment**") covering the Land issued by the Title Agent which binds Old Republic Title Company of Oklahoma as agent for American Guaranty Title Insurance Company (the "**Title Insurer**") to issue at Closing an ALTA Owner's Policy of Title Insurance with survey and lien coverage (the "**Title Policy**") in the full amount of the Purchase Price; and

2.1.2 Title Documents. True and correct copies of any and all instruments referenced in the Title Commitment which constitute exceptions or restrictions upon the title of Seller (the "**Title Documents**").

2.1.3 Survey. As soon as reasonably possible after the Effective Date, Buyer shall procure a current on-the-ground survey of the Property dated after the Effective Date ("**Survey**"). The Survey, whether new or updated, shall be prepared in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM, and NSPS in 2011, and meeting the "Minimum Angle, Distance, and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA-ACSM Land Title Surveys. The surveyor shall place a pin or other appropriate designation on the ground on each corner of the Property. The Survey shall specifically include a certification of the acreage/square footage comprising the Land.

2.2 Title Review. After Buyer has received the last item to be furnished pursuant to Section 2.1 above, Buyer shall have fifteen (15) business days within which to review all of said items and notify Seller in writing (the "**Objection Notice**") of Buyer's objections (the "**Title Objections**") to any matters contained therein. Any matters to which Buyer does not object shall be deemed to be "**Permitted Exceptions**" to title under this Agreement. Any matters affecting marketability of title to the Land which first arise after the effective time of the Title Commitment and before the Closing shall be deemed Title Objections, unless Buyer otherwise waives the same in writing or closes the transaction contemplated by this Agreement (the "**Transaction**") without written objection. Seller agrees to notify Buyer promptly upon Seller becoming aware of any Title Objection coming into existence after the date of the Title Commitment.

2.3 Cure or Noncure of Title Objections. Seller shall have until Closing to cure the Title Objections. Seller shall not be obligated to cure or attempt to cure any Title Objection, other than voluntary mortgage liens filed against the Property or other liquidated amounts which are liens thereon and shall in no event incur any liability to Buyer by reason of any failure or refusal to cure any Title Objection which Seller is not obligated to cure. Seller shall bear the cost of curing any Title Objections which it does elect or attempt to cure. Seller agrees, within five (5) days of its receipt of the Objection Notice, to notify Buyer of any Title Objections which Seller determines it is unwilling or unable to cure. In the event that Seller has indicated its unwillingness or inability to cure a Title Objection or, in the alternative, if Seller does not give such a notice of its inability or unwillingness to cure such a defect and all Title Objections are not cured by the Closing Date, Buyer's exclusive rights under this Agreement shall be either:

(i) to waive any such uncured Title Objections, close the Transaction without reduction in the Purchase Price and accept such title as Seller is able to convey, and by such waiver and acceptance Buyer shall be deemed to have waived any and all claims and/or causes of action against Seller for damages or any other remedies for any and all defects in and/or exceptions to the title to the Property; or

(ii) to terminate this Agreement by notifying Seller and the Title Agent in writing, in which event the Earnest Money Deposit shall be returned to Buyer, and thereafter Seller and Buyer shall have no further rights or obligations hereunder.

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### Article 3 — Seller's Representations; Inspection Period

3.1 Representations and Warranties by Seller. Seller hereby represents and warrants to Buyer that on the Effective Date and on the Closing Date:

3.1.1 Tenants. There are no tenants of the Property except as set forth on **EXHIBIT B.**

3.1.2 No Pending Condemnation. There are no pending eminent domain proceedings of any nature with respect to the Property or any part thereof, Seller has not received any notices of any eminent domain proceedings or special assessments being contemplated by public authorities with respect to the Property or any part thereof, and Seller does not have any knowledge of any such actions being contemplated.

3.1.3 Seller Authority. Seller has full power, authority and legal right to execute and deliver this Agreement and to perform and observe the covenants and agreements contained herein.

3.1.4 Litigation. There are no actions, suits or proceedings pending or, to Seller's current actual knowledge, threatened, against Seller or affecting any portion of the Property at law or in equity or before or by any governmental authority.

3.1.5 Zoning. To the best of Seller's knowledge, the Property is zoned under the ordinances of Oklahoma City, Oklahoma.

3.1.6 Continuing Representations. Seller's foregoing representations and warranties shall be deemed continuing and, unless written notice to the contrary is given to Buyer on or before the Closing, the same shall be true and correct on and as of the Closing with the same force and effect as if made at that time.

3.2 Inspection Period. Buyer shall have until the end of the Inspection Period (defined below) to ascertain, in Buyer's sole and exclusive discretion and judgment, whether the Property is suitable for Buyer's intended development, use, and/or investment objectives. The "**Inspection Period**" means the period commencing on the date the Title Documents are delivered to Buyer for review and ending at **10:00 a.m. (Yukon time) thirty days thereafter.** Buyer may study and investigate the Property in any reasonable way to enable Buyer to determine the suitability of the Property for its purposes. Such study and investigation shall include but not be limited to, conducting an environmental study on the Property. Seller further hereby grants to Buyer, Buyer's contractors, licensees, agents, servants, employees, officers, and directors all licenses and permissions necessary to conduct the necessary investigations for the term of the Inspection Period, subject only to Buyer's obligation to restore and repair any damage caused by the investigations.

3.3 Inspection. As part of its evaluation during the Inspection Period, Buyer and its representatives may, at all reasonable times during normal business hours, enter upon the Property to conduct reasonable soil tests and other appropriate on-site evaluations to ascertain whether the Property is suitable to meet Buyer's objectives; provided that, Buyer shall use its best efforts to give Seller twenty-four (24) hours' prior telephone or written notice of any such inspection or test. Buyer shall bear the cost of all such inspections or tests.

3.4 Indemnity. Buyer agrees to indemnify and hold Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from any act, omission, or negligence of Buyer or Buyer's contractors, licensees, agents, servants, employees, officers, and directors, or arising from any accident, injury, or damage whatsoever occurring on or about the Property or any part thereof, by reason of Buyer's conducting the soil tests, and engineering work and other evaluation herein described, including but not limited to the environmental study, and shall restore the Property to its condition immediately prior to such testing. Buyer's obligations under this Section 3.4 shall survive the termination of this Agreement and shall survive the

Closing.

3.5 Termination. If for any reason, Buyer determines that the Property is not suitable for Buyer's purposes, then Buyer shall deliver written notice thereof to Seller no later than 5:00 p.m. on the date of expiration of the Inspection Period. If a termination notice is timely given, then this Agreement shall terminate except for matters that expressly survive termination of this Agreement, the parties hereto shall be released from any further obligations hereunder, and the Earnest Money Deposit shall promptly be returned to Buyer (and Seller shall promptly execute a letter to the Title Agent to that effect). If Buyer does not timely give notice, then this Agreement shall continue in full force and effect, such party shall be deemed to have waived its right to terminate this Agreement pursuant to this paragraph, and Buyer shall be deemed to have acknowledged that it has received or had access to the Property and conducted all inspections and tests of the Property that it considers important.

3.6 Operation and Maintenance Prior to Closing. From the Effective Date of this Agreement until the Closing Date or earlier termination of this Agreement, Seller shall:

(a) operate, maintain and repair the Property, or cause the Property to be operated, maintained and repaired in the same manner as the Property is being operated, maintained and repaired as of the execution of this Agreement;

(b) Not, without the prior written consent of Buyer, enter into any written or oral service contracts or other agreements with respect to the Property that will not be fully performed by Seller on or before the Closing Date, or that will not be cancelable by Buyer at any time and without liability, premium or other cost on or after the Closing Date;

(c) Not enter into any lease of the Property without the prior written consent of Buyer;

(d) Advise Buyer promptly, to the extent of Seller's knowledge, of any litigation, arbitration, condemnation, or administrative (including, without limitation, zoning, variance, code enforcement and regulatory) proceedings before any officer, court, board, governmental body or agency which concerns or affects the Property and of which Seller receives actual notice after the date hereof (e.g. a proposed change in the zoning classification of any property within 300 feet of the Land, the filing of a statutory lien against the Property, a suit filed or threatened by a tenant under a Lease, etc.); and

(e) Cause to be maintained in full force and effect in accordance with its past practice, including self-insurance, public liability insurance with respect to damage or injury to persons occurring on the Property in such amounts as are maintained by Seller on the date of this Agreement.

3.7 As-Is Condition Of Property. Buyer hereby expressly acknowledges and agrees that Buyer has or will have, prior to the end of the Inspection Period, thoroughly inspected and examined the Property to the extent deemed necessary by Buyer in order to enable buyer to evaluate the purchase of the Property. Buyer hereby further acknowledges and agrees that Buyer is relying solely upon the inspection, examination, and evaluation of the Property by Buyer and that Buyer is purchasing the Property on an "as is," "where is" and "with all faults" basis, without representations, warranties or covenants, express or implied, of any kind or nature, provided, however, nothing contained in this **Section 3.7** shall limit the representations and warranties expressly set forth in this Agreement or in the special warranty deed to be delivered from Seller to Buyer at the Closing.

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#### **Article 4 — Environmental Condition of the Property**

4.1 Environmental Condition of the Property. Seller has no current actual knowledge of any environmental conditions affecting the Property or any violations of environmental law with respect to the Property, nor does Seller have any current actual knowledge of any regulatory actions taken with respect to the Property regarding an actual or alleged environmental condition. Further, Seller represents that it has received no written notice of, and has no other current actual knowledge of, any pending or threatened claims or other restrictions of any nature related to any environmental condition with respect to the Property.

4.2 Environmental Responsibility. Buyer, effective from and after Closing, having been afforded full opportunity to examine and test the Property prior to Closing, shall be responsible for any environmental condition resulting from acts or omissions of Buyer or its agents, operators, employees or lessees in the ownership, use or occupation of the Property occurring after Closing.

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## Article 5-Closing

The consummation of the Transaction (the "**Closing**") shall be accomplished as follows:

5.1 Closing Place and Date. The Closing shall take place at the offices of the Title Agent at a time mutually agreeable to Buyer and Seller no later than **October 15, 2014** (the "**Scheduled Closing Date**"). Such date or the date to which the Closing may be advanced or adjourned pursuant to this Agreement or by separate agreement of the parties is herein called the "**Closing Date**."

5.1.1 Option to Extend Closing Date. Buyer shall have the option to extend the Scheduled Closing Date to a time mutually agreeable to Buyer and Seller no later than December 1, 2014 (the "**Extended Scheduled Closing Date**") by:

- (i) Notifying Seller and Title Agent of Buyer's election to extend the Closing Date as per 5.1.1 above no later than 10 days prior to the Scheduled Closing Date.
- (ii) Buyer shall prior to Scheduled Closing execute a letter to the Title Agent to pay to the Seller in immediately available funds the Earnest Money Deposit.
- (iii) Buyer shall pay to Seller in immediately available funds prior to the Scheduled Closing Date a non-refundable Down Payment the sum of **Twenty Thousand Dollars (\$20,000.00)** (the "**Down Payment**"). Except as otherwise set forth herein, the sum of the Earnest Money and the Down Payment shall be applied against the Purchase Price at the Closing.

5.2 Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer and/or the Title Agent, as applicable, the following, each fully executed, attested, sealed, sworn to and acknowledged (where appropriate):

5.2.1 Special Warranty Deed. A Special Warranty Deed executed by Seller (the "**Deed**") conveying to Buyer the Property.

5.2.2 Marked Title Commitment. An original of the Title Commitment, marked and executed by the agent of the Title Insurer, unconditionally obligating the Title Insurer to deliver to Buyer the Title Policy insuring Buyer as the owner of the marketable fee simple title to the Land and the holder of the dominant estate in and to the Appurtenances, subject only to the Permitted Exceptions.

5.2.3 Proration Amounts. Such payments to Buyer (or credits against the Purchase Price) as may be required to effect the prorations required by this Agreement.

5.2.4 Additional Documents. Such additional documents, including proof of Seller's authority to enter into and consummate the transaction contemplated herein (the "**Transaction**"), as well as a FIRPTA Affidavit, as may be reasonably requested by Buyer or the Title Agent.

5.3 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following, each fully executed, attested, sealed, sworn to and acknowledged (where appropriate):

5.3.1 Purchase Price. The remainder of the Purchase Price.

5.3.2 Additional Documents. Such additional documents, including proof of Buyer's authority to enter into the Transaction, as may be reasonably requested by Seller or the Title Agent to consummate the Transaction.

5.4 Possession. Possession of the Property will be given to Buyer at the Closing, free from all parties claiming a right to possession or having claims against the Property other than by virtue of the Permitted Exceptions.

5.5 Prorations. The Purchase Price will be adjusted on the following basis:

5.5.1 Property Taxes. All ad valorem real property taxes assessed against the Land for year prior to the year of Closing, as well as for prior years, and any matured and unmatured installments of special assessments with respect to the Land, shall be paid by Seller. Real property taxes for the year in which the Closing occurs shall be prorated, with Seller to be charged with the day of Closing. Buyer and its successors shall be responsible for all such real property taxes for subsequent years.

5.5.2 Method of Proration. In the event that the apportionments hereinabove referenced result in a credit balance to the Buyer, such sum shall be applied against the Purchase Price at the Closing. In the event the apportionments hereinabove provided result in a credit balance to the Seller, such credit balance shall be added to the Purchase Price payable at Closing. For purposes of computing all prorations required under this Agreement, the Closing Date shall be included within the period of the Buyer's ownership.

5.6 Closing Costs. **Seller shall pay the following Closing costs:** Seller's attorney's fees, the cost to extend, certify, and examine the abstract of title to the Land and Appurtenances, the cost to cure any Title Objections, the cost to record the Deed, the cost of all transfer taxes, including the documentary stamp tax payable in connection with the recording of the Deed, one-half (1/2) of the cost of the Title Agent's closing or escrow fee, and any other costs of Seller specified elsewhere in this Agreement. **Buyer shall pay the following Closing costs:** the cost of a standard title insurance policy, the cost of obtaining any endorsements to the Title Policy, the cost of the Survey, Buyer's attorney's fees, one-half (1/2) of the Closing fee charged by the Title Agent, any costs associated with Buyer's financing of the acquisition of the Property (including mortgage tax), and any other costs of Buyer specified elsewhere in this Agreement.

Any Closing costs not specifically allocated above or elsewhere in this Agreement shall be allocated in accordance with usual and customary practice in the locality of the Property, provided, if no usual or customary practice exists, such other costs will be borne equally by the parties.

5.7 Brokers. Each party (the "**Indemnifying Party**") represents and warrants to the other that if it has dealt with any real estate brokers or other third parties in connection with the transaction embodied herein who are entitled to be compensated for brokerage services and the Indemnifying Party agrees pay all fees it incurred and will indemnify and hold the other harmless from and against any claim, loss, liability, damage, fee, cost, or expense, including attorney's fees, arising out of any compensation due or alleged to be due to any broker with whom the Indemnifying Party may have dealt. It is understood and agreed that Steve Purviance of White Tail Properties represents the Seller.

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## **Article 6-Eminent Domain**

6.1 Eminent Domain. In the event all or any portion of the Property, or any access to the Property, or any material interest in the Property is taken or is threatened to be taken by eminent domain (whether or not an eminent domain proceeding is actually commenced) prior to Closing, Seller shall immediately notify Buyer in writing (the "**Eminent Domain Notice**"), which shall include a description in reasonable detail of the property or interest therein to be taken. In such event Buyer may, at its sole election, terminate this Agreement by giving written notice of such election to Seller and the Title Agent not later than the earlier of (i) the last business day prior to the Scheduled Closing Date, provided, however, in no event shall Buyer be required to give notice of such election sooner than five (5) business days after receipt of the Eminent Domain Notice, and the Closing shall be adjourned, if necessary, to accommodate such period, or (ii) the fifteenth (15th) calendar day after Buyer's receipt of the Eminent Domain Notice. If Buyer so elects to terminate this Agreement, the Earnest Money Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement. Buyer's failure to give timely notice to terminate this Agreement as provided above shall be deemed to be an election to proceed to close the Transaction in accordance with the terms of this Agreement. In such latter event, Buyer shall be entitled to participate in the taking proceeding or the negotiations regarding the taking award, and Seller shall assign to Buyer at Closing Seller's right, title and interest in any taking award which remains unpaid to Seller in connection with such taking. Further in such event, Buyer shall receive as a credit against the Purchase Price the amount of any taking award previously paid to Seller in connection with the taking.

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### **Article 7-Default and Remedies**

In the event a default occurs in the performance of any party's obligations hereunder, the non-defaulting party shall, as a condition of exercising its remedies hereunder, provide written notice of such default to the other party. The defaulting party shall thereafter have five (5) business days, commencing the day notice is deemed received, in which to remedy such default.

If Seller defaults hereunder and fails to timely cure such default, or if Seller wrongfully refuses to close the sale of the Property under the terms of this Agreement, Buyer shall be entitled to the remedies under Oklahoma law at the time of the breach, including, without limitation, specific performance and the right to recover as an element of its damages all costs and expenses, including, without limitation, those incurred in connection with the negotiation and drafting of this Agreement and the preparation for the Closing, as well as a reasonable attorney's fee and court costs.

If Buyer defaults hereunder and fails to timely cure such default or if Buyer wrongfully refuses to close the purchase of the Property under the terms of this Agreement, Seller shall be entitled, as its sole remedy, to direct the Title Agent to pay the Earnest Money Deposit to Seller, which Seller shall be entitled to retain in full satisfaction of any liability of Buyer hereunder. If the circumstances giving rise to the payment of the down payment have arisen, then in addition to the Earnest Money, Seller shall be entitled to retain the Down Payment.

In the event of a dispute between Buyer and Seller relating to this Agreement, the prevailing party shall have the right to recover all of its expenses and costs incurred by reason of the dispute including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Neither party shall be entitled to consequential or punitive damages in connection with a breach hereof.

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## Article 8-Miscellaneous

It is further understood and agreed as follows:

8.1. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no promise, representation, warranty or covenant not included in this Agreement or any such referenced agreements has been or is relied upon by either party.

8.2. Amendment. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Buyer and Seller.

8.3. Construction. If any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and constructed according to the laws of the State of Oklahoma.

8.4. Venue; Attorney's Fees. Venue for any legal action arising out of this Agreement shall be Canadian County, Oklahoma. If any legal action is instituted between Seller, Buyer, or escrow holder in connection with this Agreement or the Property, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees.

8.5. Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

8.6. Severability. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held to be invalid or unenforceable, such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provisions shall not be affected thereby.

8.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

8.8. Survival. This Agreement shall survive the Closing hereof and not merge with the Special Warranty Deed.

8.9. Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

8.10. Exhibits. All exhibits described in this Agreement are by this reference fully incorporated herein and made a part hereof by reference for all purposes.

8.11. Binding Effect; Assignment. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, whenever the context so requires. Buyer may assign this agreement to (i) to an affiliate of Buyer without the need to obtain Seller's approval, or (ii) to another person or entity after obtaining Seller's written approval, which approval may be withheld in Seller's sole discretion.

8.12. Business Days. In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding

business day. A “business day” hereunder is a day which is not Saturday, Sunday or a legal federal holiday.

8.13. Exclusivity. So long as this Agreement is in effect, Seller shall take no action to actively market the Property or any part of it to any potential owner or user and shall forego the execution of any back-up contract.

8.14. 1031 Exchange. Both parties understand that the other may be engaging in all or part of this transaction pursuant to Section 1031 of the Internal Revenue Code (Like-Kind Exchange). Each party shall cooperate with the other in such exchange, provided that such cooperation shall be without cost or expense of any nature to the accommodating party and shall not delay this transaction in any manner. Neither party shall be responsible to the other for any tax consequences arising out of this or any transaction related to the Property. Each party desiring to effect this transaction through a 1031 Exchange shall be responsible for engaging such tax counsel as it deems necessary for the purpose of determining the tax consequences of any such transaction.

8.15. Title Agent. Buyer and Seller agree that the Title Agent shall not incur any liability to Buyer or Seller, nor shall the Title Agent incur any expense or suffer any damage for any act or omission of the Title Agent so long as the Title Agent has acted, or refrained from acting, in good faith in carrying out its responsibilities under this Agreement. In the event of any ambiguity in the Title Agent’s obligations hereunder (as determined in the good faith judgment of the Title Agent) or in the event of any disagreement or controversy arising out of this Agreement from any cause, the Title Agent, at its option, may hold the Earnest Money Deposit until the ambiguity, disagreement, or controversy has been settled to the Title Agent’s satisfaction or may interplead the Earnest Money Deposit into court. Buyer and Seller agree to indemnify and hold the Title Agent harmless from any liability, loss, damage, cost, or expense, including reasonable attorney’s fees, incurred in carrying out its obligations under this Agreement or in any way arising out of this Agreement or the transactions contemplated hereby, provided that the Title Agent has acted, or refrained from acting, in good faith.

8.16. Time. Time is of the essence of this Agreement.

8.17. Notices. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand delivered in person or sent by mail, registered or certified, return receipt requested, postage prepaid, or by Federal Express or other overnight delivery service providing evidence of receipt of delivery to the addresses as set forth below:

As to Buyer: Yukon Municipal Authority  
ATTN: Secretary  
500 W. Main  
Yukon, Oklahoma 73099  
405-354-1895

Cc: Michael Segler  
Wheatley, Segler, Osby & Miller, LLC  
P.O. Box 850126  
Yukon, OK 73085  
(405) 354-5276

As to Seller: Stejskal Family, LLC  
Attn: Linda Krejsek, Manager  
92297 McClain Rd.  
Medford, OK 73759  
405-\_\_\_\_\_ - \_\_\_\_\_

Cc: Fred Kempf  
**ANDREWS DAVIS**  
A Professional Corporation  
Send via email: jfkempf@andrewsdavis.com

Cc: Steve Purviance  
Northwest Oklahoma Land Specialist  
Whitetail Properties  
Send via email: steve.purviance@whitetailproperties.com

Any notice, demand or request that shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notices, demands or requests are hand delivered in person, or (ii) on the date the Federal Express or other overnight delivery service receipt was signed; or (iii) on the third day after the mailing of such notice. In addition to the aforesaid notice address, notices to be provided to those persons for whom email addresses are listed above, notices to those particular persons may be delivered to those persons via the email addresses above, but not to other persons for whom a mailing/delivery address is shown.

Either Buyer or Seller shall have the right from time to time to designate by written notice to the other party such other person or persons, and such other place or places, as Buyer or Seller may desire written notices to be delivered or sent in accordance herewith; provided, however, at no time shall either party be required to send more than an original and two (2) copies of any such notice, demand or request required or permitted hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

[End of Section-Balance of this Page Intentionally Left Blank-Signature Page Attached]

**Execution Page to Purchase and Sale Agreement**

**“Seller”**                      **STEJSKAL FAMILY, LLC, an Oklahoma limited liability company**

DATE: Aug. 12, 2014

By: Linda Krejsek, Manager  
Linda Krejsek, Manager

**“Buyer”**                      **YUKON MUNICIPAL AUTHORITY, an Oklahoma Public Trust**

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Ken Smith, Chairman

ATTEST: \_\_\_\_\_  
Doug Shivers, Secretary

**RECEIPT AND AGREEMENT BY TITLE AGENT**

The Title Agent hereby acknowledges receipt of the Earnest Money Deposit and agrees to hold and apply the same in accordance with the terms of the foregoing Agreement.

**“Title Agent”:**

**OLD REPUBLIC TITLE INSURANCE COMPANY OF OKLAHOMA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

East Half (E/2) of the Northeast Quarter (NE/4) containing approximately 77 acres

AND

Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) containing approximately 37 acres

AND

Part of the West Half (W/2) of the Northeast Quarter (NE/4) – to be more fully described later – containing approximately 40 acres

ALL within Section 24, Township 12 North, Range 6 West, I.M. Canadian County, Oklahoma

Together with all water rights

LESS AND EXCEPT all oil, gas or other minerals.

EXHIBIT B  
CURRENT LEASES

Brent Stejskal (405) 409-4811

Terms:

The Property is being conveyed subject to this Lease, and crops or benefits to be derived from same, subject to the following conditions:

- 1) Prior to the time this Agreement is executed by all parties, Seller has provided Purchaser with a written statement confirming the terms of this Lease;
- 2) Seller and the Tenant shall be permitted to continue to use such portion of the Property as is planted with any crop for such purposes, and for purposes of harvesting same, and during such period, tenant shall be permitted to continue to use so much of the Property as is or will be cultivated under the Lease, on a non-exclusive basis, and Purchaser shall have access to same, provided Purchaser shall not damage such crops, or interfere with the cultivation of such crops, or the harvesting of same;
- 3) Any such crops on such lands shall be harvested at the normal time for same, but not later than July 31, 2015;
- 4) Upon completion of any such harvest, Tenant shall surrender the Lease and the lands affected by same to Purchaser;
- 5) Purchaser shall have no interest in the crops or benefits derived from the Lease.

**Yukon City Council Minutes  
August 5, 2014**

The Yukon City Council met in regular session August 5, 2014 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 Ron Rasmussen, Christ's Church of Yukon

The flag salute was given in unison.

ROLL CALL: (Present) Ken Smith, Mayor  
Michael McEachern, Vice Mayor  
John Alberts, Council Member  
Richard Russell, Council Member

(Absent) Donna Yanda, Council Member

**OTHERS PRESENT:**

Grayson Bottom, City Manager	Doug Shivers, City Clerk
Tammy Despain, Assistant City Manager	Robbie Williams, City Engineer
Mike Segler, City Attorney	Larry Mitchell, Economic Dev. Director
Arnold Adams, Public Works Director	John Corn, Police Chief
Mitch Hort, Community Development Dir.	Bill Stover, Sanitation Director
Gary Cooper, Information Technology Dir.	Dana Deckard, Admin. Coordinator
Sara Schieman, Librarian	Claudia Yager, Parks & Recreation
Sara Hancock, Deputy City Clerk	

**Presentations and Proclamations**

There were no Presentations or Proclamations.

**Visitors**

Tina Adkins, 905 Granite Ct., thanked Council for the Study Session. She has spoken with many people. Believes it was a good way to share concerns.

Rick Cacini, 1140 Landmark, was here to give the one year report for the Veteran's Museum. The City has done a great job supporting the veterans. He presented a plaque to Mayor Smith and Grayson Bottom.

Allen Adams, 433S. 6<sup>th</sup>, has lived in Yukon since 1970. He has heard rumors about Snyder's property and possibility of the City Hall being built there. He believes it is a big mistake for 3 reasons: lease would go to owner, land is in floodplain, and citizen group is trying to refurbish Route 66. How will shutting the current City Hall help.

(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 15, 2014**
- B) Payment of material claims in the amount of \$93,629.62**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of July 15, 2014 and payment of material claims in the amount of \$93,629.62, was made by Trustee McEachern and seconded by Trustee Russell.

**The vote:**

**AYES: McEachern, Russell, Alberts, Smith**

**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 15, 2014**
- B) Payment of material claims in the amount of \$740,155.13**
- 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 Youth and Family Services, Inc. Agreement, for the term of July 1, 2014 through June 30, 2015, in the amount of \$15,000.00**
- E) The renewal of the existing Yukon Sharing Ministry, Inc. Agreement, for the term of July 1, 2014 through June 30, 2015, in the amount of \$325**
- F) Appointment of Bill Baker, to the Planning Commission, representing Ward 3, as recommended by Council Member Donna Yanda**
- G) Setting the date for the next regular Council meeting for August 19, 2014 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 15, 2014; Payment of material claims in the amount of \$740,155.13; Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade; The renewal of the existing Youth and Family Services, Inc. Agreement, for the term of July 1, 2014 through June 30, 2015, in the amount of \$15,000.00; The renewal of the existing Yukon Sharing Ministry, Inc. Agreement, for the term of July 1, 2014 through June 30, 2015, in the amount of \$325; Appointment of Bill Baker, to the Planning Commission, representing Ward 3, as recommended by Council Member Donna Yanda; and Setting the date for the next regular Council meeting for August 19, 2014, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Alberts and seconded by Council Member McEachern.

**The vote:**

**AYES: Alberts, Russell, Smith, McEachern**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

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

**3. Consider approving a fee-in-lieu of detention in the amount of \$300.00 for the Jim Weaver Building located at 1138 Industrial Dr., as recommended by the City Engineer**

The motion to approve a fee-in-lieu of detention in the amount of \$300.00 for the Jim Weaver Building located at 1138 Industrial Dr., as recommended by the City Engineer, was made by Council Member Russell and seconded by Council Member McEachern.

**The vote:**

**AYES: Smith, Alberts, McEachern, Russell**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**4. Consider approving an expenditure of funds, in the amount of \$31,391.30, for the purchase of 462 poly carts from IPL Inc., to be paid from the Capital Improvement funds, as recommended by the Sanitation Director**

The motion to approve an expenditure of funds, in the amount of \$31,391.30, for the purchase of 462 poly carts from IPL Inc., to be paid from the Capital Improvement funds, as recommended by the Sanitation Director, was made by Council Member McEachern and seconded by Council Member Alberts.

Council Member McEachern questioned percentage of poly carts already distributed. Mr. Bottom stated we are continuing to add second carts to residences. The process is slowing, but has not stopped. It should stop by the end of year. There should be one or two more similar purchases, this will include replacement carts.

**The vote:**

**AYES: Russell, McEachern, Smith, Alberts**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**5. Consider approving an expenditure of funds, in the amount of \$77,476.00, for a Maintenance Agreement with New World Systems for the ongoing support of the Police Department Computer Assisted Dispatch System (CAD), to be paid from the Technology Capital Improvement fund, as recommended by the Technology Director**

The motion to approve an expenditure of funds, in the amount of \$77,476.00, for a Maintenance Agreement with New World Systems for the ongoing support of the Police Department Computer Assisted Dispatch System (CAD), to be paid from the Technology Capital Improvement fund, as recommended by the Technology Director, was made by Council Member Russell and seconded by Council Member McEachern.

Council Member McEachern clarified the agreement started with new Police Department. Mr. Bottom stated yes, first agreement has expired, this replaces it. Council Member McEachern asked if fees escalate each year. Mr. Cooper stated yes, 4%.

**The vote:**

**AYES: Smith, Russell, Alberts, McEachern**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

- 6. Consider authorizing the City Engineer to advertise and receive bids for the removal and replacement of the Yukon Community Center Roof and removal and replacement of damaged metal decking, as required**

The motion to authorize the City Engineer to advertise and receive bids for the removal and replacement of the Yukon Community Center Roof and removal and replacement of damaged metal decking, as required, was made by Council Member McEachern and seconded by Council Member Alberts.

Council Member Alberts asked if repairs will affect future plans. Mr. Bottom stated no, repairs will allow for expansion.

**The vote:**

**AYES: Russell, Smith, McEachern, Alberts**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

- 7. Consider approving Resolution 2014-14, a Resolution casting a vote for one Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring term of Trustee At-Large**

The motion to approve Resolution 2014-14, a Resolution casting a vote for Grayson Bottom as a Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring term of Trustee At-Large, was made by Council Member McEachern and seconded by Council Member Alberts.

**The vote:**

**AYES: McEachern, Russell, Alberts, Smith**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

- 8. Consider approving Resolution 2014-15, a Resolution to execute Project Agreement No. 30715(04), by and between the City of Yukon and the Oklahoma Department of Transportation, for construction of an Interchange at I-40 and Frisco Road, 4.5 miles west of Kilpatrick Turnpike Interchange in Canadian County, with the City's obligation amount of \$5,600,000.00, plus preconstruction costs to include planning, design, engineering, right-of-way acquisition, utility relocation, and environmental clearance, to be paid from the Frisco Road Tax Increment Financing (TIF) District**

The motion to approve Resolution 2014-15, a Resolution to execute Project Agreement No. 30715(04), by and between the City of Yukon and the Oklahoma Department of Transportation, for construction of an Interchange at I-40 and Frisco Road, 4.5 miles west of Kilpatrick Turnpike Interchange in Canadian County, with the City's obligation amount of \$5,600,000.00, plus preconstruction costs to include planning, design, engineering, right-of-way acquisition, utility relocation, and environmental clearance, to be paid from the Frisco Road Tax Increment Financing (TIF) District, was made by Council Member Alberts and seconded by Council Member Russell.

Council Member Alberts stated this is a great opportunity for community. It will open the west side. It is a big cost, but important and required. Mr. Bottom stated it has taken two years to get the meeting. Mayor Smith agrees with Council Member Alberts, significant to develop area around hospital. Part of our market is northwest and west of Yukon.

**The vote:**

**AYES: Alberts, McEachern, Smith, Russell**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**9. Consider approving the final Trails Master Plan, a guidance document for the implementation of bicycle and pedestrian facilities in the City of Yukon**

The motion to approve Consider approving the final Trails Master Plan, a guidance document for the implementation of bicycle and pedestrian facilities in the City of Yukon, was made by Council Member Alberts, and seconded by Council Member McEachern.

Council Member Alberts stated you can't enjoy prosperity, unless healthy. Council Member McEachern stated we have made great strides with our Community's health. Mayor Smith thanked Council Member Alberts for driving fitness awareness.

**The vote:**

**AYES: McEachern, Alberts, Russell, Smith**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**10. Consider approving Resolution 2014-16, a Resolution authorizing application for financial assistance from the Association of Central Oklahoma Governments' Public Fleet Conversion Grants Fund**

The motion to approve Resolution 2014-16, a Resolution authorizing application for financial assistance from the Association of Central Oklahoma Governments' Public Fleet Conversion Grants Fund, was made by Council Member McEachern and seconded by Council Member Russell.

Council Member McEachern asked how many vehicles have already been done. Mr. Bottom stated three. This would allow for three more, plus a private grant from Apache Corporation for a fourth.

**The vote:**

**AYES: Smith, McEachern, Alberts, Russell**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**11. Consider approving Resolution 2014-17, a Resolution replacing Resolution 2014-04, authorizing application for Transportation Alternative Program (TAP) funds, in the amount of \$480,000.00, to be matched by Capital Improvement Funds, in the amount of \$120,000.00, for the construction of Phase 1 of the Yukon Master Trails Program (Lakeshore Drive Trail Linkage with the Oklahoma City Trail System)**

The motion to approve Resolution 2014-17, a Resolution replacing Resolution 2014-04, authorizing application for Transportation Alternative Program (TAP) funds, in the amount of \$480,000.00, to be matched by Capital Improvement Funds, in the amount of \$120,000.00, for the construction of Phase 1 of the Yukon Master Trails Program (Lakeshore Drive Trail Linkage with the Oklahoma City Trail System), was made by Council Member McEachern and seconded by Council Member Russell.

Mr. Bottom stated spending time on the development of Master Trails Program has helped us acquire \$656,000.00 in grants. He congratulated Audrey Fitzsimmons.

**The vote:**

**AYES: Russell, Alberts, Smith, McEachern**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**12. Consider approving K&M Wrecking to demolish the Snyder building located at 10 West Main, in the amount of \$56,150.00, to be paid from the Legislative Capital Improvement Fund, as recommended by the Planning Director**

Mayor Smith read item and stated item was being pulled from agenda.

**13. City Manager's Report – Information items only**

**A. Events Report**

**B. Back to School Reminder**

Mr. Bottom stated Parks and Recreation is still active post 4<sup>th</sup> of July. Christmas in the Park meeting is next week. Thursday, August 7, G3 band and Despicable Me 2 will be playing in the park. Pooches in the Pool is Sunday, August 10 at City Splash Pool from 5:30pm to 7:30pm. Tuesday, August 12 at 6:00pm is battle of the bands. Thursday, August 14 at 7:00pm is Dust Bowls Boys Concert.

Mr. Bottom stated we had budgeted for a Benefits Coordinator. We have chosen Premier Source. They will do it for brokerage fee at no additional cost.

Mr. Bottom reminded everyone that Thursday, August 14 is back to school. Please watch speed and be safe.

Council Member McEachern asked for Highway 4 update. Mr. Bottom stated there was a meeting two weeks ago and the highway was first focus. We will be able to purchase right of way by November 1.

**14. New Business-None**

**15. Council Discussion**

Council Member McEachern thanked all who spoke tonight. He also thanked Mr. Cacini for presentation. Yukon is a great place to be.

Council Member Russell thanked everyone and is excited about Frisco Road Interchange.

Mayor Smith is saddened over loss of Two Star General in Afghanistan. It is first General since Vietnam.

**16. Consider a motion to recess as the Yukon City Council and convene into Executive Session, for discussing the purchase or appraisal of real property, as provided for in 25 OS 2003, Section 307 (B) (3)**

The motion to recess as the Yukon City Council and convene into Executive Session, for discussing the purchase or appraisal of real property, as provided for in 25 OS

2003, Section 307 (B) (3), was made by Council Member Alberts and seconded by Council Member McEachern.

Mayor Smith invited Mr. Bottom to join.

**The vote:**

**AYES: Russell, Alberts, McEachern, Smith**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**17. Consider a motion to adjourn from Executive Session and reconvene as Yukon City Council**

The motion to adjourn from Executive Session and reconvene as Yukon City Council, was made by Council Member Alberts and seconded by Council Member Russell.

Mayor Smith then read the minutes of the Executive Session, stating, "While in Executive Session, only the items on the agenda were discussed, no action was taken, and no votes were cast."

**The vote:**

**AYES: Smith, McEachern, Alberts, Russell**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**18. Adjournment**

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**Ken Smith, Mayor**

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**Doug Shivers, City Clerk**



## RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	124,243.13
36	Sales Tax Claims		76,298.39
64	Special Revenue Fund		14,160.39
70	Water & Sewer Enterprise		247,462.02
71	Sanitation Enterprise		39,973.87
73	Storm Water Enterprise		1,155.28
74	Grant Fund		150.00
		\$	<u>503,443.08</u>

The above foregoing claims have been passed and approved  
this 19th day of August 2014 by the Yukon City Council.

---

Doug Shivers, City Clerk

---

Ken Smith, Mayor

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101		LEGISLATIVE				
14-57767	01-00101	City of Yukon (BankOne)ADM	Promotional Items	8/2014	Epromos 273141	1,127.24
15-58423	01-00101	City of Yukon (BankOne)ADM	NLCU Registration	8/2014	NLC 08-05-14	135.00
15-58424	01-22450	Integrus Foundations	Sponsorship Golf Tourname	9/2014	09-22-14	1,600.00
15-58542	01-44300	RSMeacham CPAs & Advisors	Professional Srvcs	7/2014	8388	1,100.00
			Professional Srvcs	7/2014	8398	5,000.00
15-58548	01-50700	Triad Design Group	A/E Srvcs-07/25/14	8/2014	8948	4,207.69
15-58549	01-50700	Triad Design Group	A&E CDBG Yr 12	8/2014	8949	1,030.00
			A&E Concrete,Paving Drain	8/2014	8956	1,351.30
15-58532	01-62200	Yukon Chamber of Commerce	Contractual Srvcs-AP14	6/2014	9052	1,500.00
			Contractual Srvcs-MY14	6/2014	9052	1,500.00
			Contractual Srvcs-JN14	6/2014	9052	1,500.00
15-58533	01-62200	Yukon Chamber of Commerce	Contractual Srvcs-JL14	6/2014	9053	1,500.00
15-58541	01-62200	Yukon Chamber of Commerce	Contractual Srvcs-AU14	7/2014	9098	1,500.00
15-58543	01-91307	Medical Control Board	2014-15 ALS Subsidy	7/2014	2014-15	3,125.00
DEPARTMENT TOTAL:						26,176.23
DEPARTMENT: 102		ADMINSTRATION				
14-56580	01-00101	City of Yukon (BankOne)ADM	New Logo Apparel-Admin	8/2014	Chicos 08-10-14	130.38
			New Logo Apparel-Admin	8/2014	EmbroidMe E5430	21.00
15-58219	01-00101	City of Yukon (BankOne)ADM	Membership 3CMA	7/2014	3CMA 07-24-14	390.00
15-58466	01-00101	City of Yukon (BankOne)ADM	Travel Expense to NLC	8/2014	SWAir FZHAMO	349.20
15-58540	01-47660	Shred-It Oklahoma City	Doc.destruction	8/2014	9404006847	9.52
DEPARTMENT TOTAL:						900.10
DEPARTMENT: 103		INSURANCE				
15-58545	01-60295	X-Clusive Collision & Towinrepair	2013 Chev Tahoe	8/2014	RO12975	593.80
15-58546	01-60295	X-Clusive Collision & Towinrepair	2013 Ford Transit	8/2014	RO12978	634.40
DEPARTMENT TOTAL:						1,228.20
DEPARTMENT: 104		FINANCE				
15-58540	01-47660	Shred-It Oklahoma City	Doc.destruction	8/2014	9404006847	3.17
DEPARTMENT TOTAL:						3.17

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 105		CITY CLERK				
15-58473	01-00102	City of Yukon (BankOne)FIN	Office Chair	8/2014	OKCFurn 08-07-14	363.15
15-58540	01-47660	Shred-It Oklahoma City	Doc.destruction	8/2014	9404006847	3.17
DEPARTMENT TOTAL:						366.32
DEPARTMENT: 106		FIRE DEPARTMENT				
15-58053	01-00105	City of Yukon (BankOne)FD	Yost - clothing allowance	8/2014	S&STextiles 37911	280.50
15-58054	01-00105	City of Yukon (BankOne)FD	White - Shoes	8/2014	Dicks 08-04-14	110.00
15-58055	01-00105	City of Yukon (BankOne)FD	grease guns,sprayer	7/2014	Ace 871759	44.56
			grease guns,sprayer	7/2014	Ace 871821	23.97
			grease guns,sprayer	7/2014	Ace 871324	2.68
			grease guns,sprayer	7/2014	Ace 870565	18.98
			grease guns,sprayer	7/2014	Locke 23476413-00	22.33
			grease guns,sprayer	7/2014	Ace 872112	5.39
			grease guns,sprayer	7/2014	Lowes 10592	17.98
15-58185	01-00105	City of Yukon (BankOne)FD	Anderson--shorts	7/2014	S&STextiles 37637	18.00
15-58186	01-00105	City of Yukon (BankOne)FD	A/C @ St 1	7/2014	Hunton SO5005621	335.38
15-58210	01-00105	City of Yukon (BankOne)FD	Trumbly-Airfar/bags	7/2014	USAir GG2FVR	25.00
			Trumbly-Airfar/bags	7/2014	Expedia 07-17-14	455.00
			Trumbly-meal ticket	7/2014	GuestServ 2926	167.32
			Trumbly-misc meals	7/2014	DuClaw 351	19.00
			Trumbly-misc meals	7/2014	Stavros 0022	17.91
			Trumbly-misc meals	7/2014	Starbucks 3949	4.46
			Trumbly-misc meals	7/2014	Manchu 8482	11.64
			Trumbly-misc meals	7/2014	Salsaritas 9523	11.67
15-58211	01-00105	City of Yukon (BankOne)FD	office supplies	7/2014	Staples 17475	294.80
15-58212	01-00105	City of Yukon (BankOne)FD	copy paper,file folders	7/2014	Staples 11597	7.29
			copy paper,file folders	7/2014	Staples 17459	190.90
15-58213	01-00105	City of Yukon (BankOne)FD	calculators	7/2014	Staples 17458	61.97
15-58220	01-00105	City of Yukon (BankOne)FD	Noel - shoes	8/2014	Dicks 08-11-14	59.99
15-58311	01-00105	City of Yukon (BankOne)FD	copy paper, file	7/2014	Staples 9711462505	149.73
15-58313	01-00105	City of Yukon (BankOne)FD	replace glass	7/2014	GarageDoor 08864	179.00
15-58445	01-00105	City of Yukon (BankOne)FD	Jones - belt,stars	7/2014	SpecialOps 218863	35.48
15-58455	01-00105	City of Yukon (BankOne)FD	coffee cups,sugar,creamer	8/2014	Sams 1314	178.10
15-58461	01-05395	Casco Industries, Inc.	Fire Hose/adapter	7/2014	144141	1,157.00
15-58450	01-07862	Cummins Southern Plains	St 1 generator Inspection	7/2014	020-59524	323.00
15-58221	01-31280	Massco Maintenance Compan	cleaning supplies	7/2014	2294080	697.87
			cleaning supplies	7/2014	2294506	106.44
			return wront item	7/2014	2294580	61.76-
			return wrong item	7/2014	2292284	25.00-
15-58056	01-44400	Red Earth Environmental, In	Medical Bag pick up	7/2014	6067	392.00
15-58382	01-47660	Shred-It Oklahoma City	document destruction	7/2014	9403878171	9.52
15-58312	01-58151	Windsor Door Company of Okc	repair garage door	7/2014	191353-IN	410.00
15-58383	01-76120	Kyle Trumbly	reimb donuts-Ropes1 class	7/2014	07-29-14	23.02
DEPARTMENT TOTAL:						5,781.12

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 107		POLICE DEPARTMENT				
15-57892	01-00111	City of Yukon (BankOne)PD	Prisoner Meals	7/2014	Walmart 08993	135.00
15-57896	01-00111	City of Yukon (BankOne)PD	water bags for trees	7/2014	Ace 872088	160.00
15-58040	01-00111	City of Yukon (BankOne)PD	proctors lunch	7/2014	PizzaHut 00028	45.71
15-58089	01-00111	City of Yukon (BankOne)PD	return shipping-exams	7/2014	Staples 06947	53.39
15-58225	01-00111	City of Yukon (BankOne)PD	ammo for quals	7/2014	Walmart 08067	185.54
15-58228	01-00111	City of Yukon (BankOne)PD	filters for HVAC	7/2014	Locke 23639555-00	104.91
15-58323	01-00111	City of Yukon (BankOne)PD	return shipping-tact.vest	7/2014	Staples 13121	16.14
15-57818	01-47660	Shred-It Oklahoma City	document destruction	7/2014	9403950446	19.04
15-58413	01-57776	West Yukon Animal Hospita	vet services	8/2014	08-01-14	15.00
15-58302	01-92303	Walgreen Company	Prisoner meds	7/2014	100185182	22.49
DEPARTMENT TOTAL:						757.22
DEPARTMENT: 108		STREET DEPARTMENT				
15-57903	01-00180	City of Yukon (BankOne)PW	emulsion for patcher	7/2014	VanceBros 074098	502.35
15-57942	01-00180	City of Yukon (BankOne)PW	building repair	7/2014	AlliedGlas 7-22-14	182.76
15-58122	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50661826	55.01
15-58128	01-00180	City of Yukon (BankOne)PW	air curtain rental	7/2014	KirbySm RSA0137681	3,330.00
15-58140	01-00180	City of Yukon (BankOne)PW	Stop/Slow paddles	7/2014	HomeDepot 07-18-14	20.13
15-58234	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50662924	55.03
15-58248	01-00180	City of Yukon (BankOne)PW	spray paint	7/2014	Ace 872241	8.98
15-58356	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50664008	58.96
DEPARTMENT TOTAL:						4,213.22
DEPARTMENT: 109		MUNICIPAL COURT				
15-57992	01-00106	City of Yukon (BankOne)CRT	Meals for DPS training	7/2014	Abuelitas 07-17-14	21.00
15-58536	01-58115	Wheatley Segler Osby & MillMunProsecution-Jul14		8/2014	14787	1,191.94
15-57993	01-71260	Kelly Goodwin	Mileage Reimbursement	7/2014	07-17-14	71.68
DEPARTMENT TOTAL:						1,284.62
DEPARTMENT: 110		EMERGENCY MANAGEMENT				
15-58403	01-00125	City of Yukon (BankOne)EM	Mailed Drawdown #26-SSP	8/2014	USPS 306239464	7.60
DEPARTMENT TOTAL:						7.60

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 111		TECHNOLOGY				
15-58193	01-00123	City of Yukon (BankOne)TEC	Serive Plan Renewal	7/2014	Brickhouse 834382	74.85
15-58196	01-00123	City of Yukon (BankOne)TEC	Audio Adapter Cable	7/2014	CDW-G NG96668	3.58
15-58238	01-00123	City of Yukon (BankOne)TEC	Mob Phone srvc	7/2014	Verizon 9728228072	474.77
15-58241	01-00123	City of Yukon (BankOne)TEC	Ticket Writers	7/2014	Verizon 9728150864	78.36
15-58242	01-00123	City of Yukon (BankOne)TEC	Mob Phone Srvc-JL'14	7/2014	Verizon 9728228069	5,984.34
15-58267	01-00123	City of Yukon (BankOne)TEC	Office Chair	7/2014	Staples 16965	99.99
			Office Supplies	7/2014	Staples 16965	11.98
15-58269	01-00123	City of Yukon (BankOne)TEC	HP Ink	7/2014	Quill 4747984	251.97
15-58270	01-00123	City of Yukon (BankOne)TEC	JN'14 auction fees	7/2014	PublicSurpl 566473	1,268.61
15-58321	01-00123	City of Yukon (BankOne)TEC	Mob Phone Srvc-JN'14	7/2014	ATT x07222014	680.90
15-58322	01-00123	City of Yukon (BankOne)TEC	Internet/Cable Srvc	7/2014	Cox 07-19-14	2,242.46
15-58372	01-00123	City of Yukon (BankOne)TEC	Plexar Service-JN'14	7/2014	ATT 405350891807A	512.88
15-58374	01-00123	City of Yukon (BankOne)TEC	RBC7 replacment battery	7/2014	InterBatt 19020030	121.60
15-58375	01-00123	City of Yukon (BankOne)TEC	iPhone 5C case	8/2014	Amazon 08-02-14	19.99
15-58394	01-00123	City of Yukon (BankOne)TEC	Screen Protector iphone 5	8/2014	Amazon 08-04-14	4.99
15-58395	01-00123	City of Yukon (BankOne)TEC	Office Supplies	8/2014	Staples 17903	21.77
15-58396	01-00123	City of Yukon (BankOne)TEC	HPCLJ M451NW	8/2014	Staples 02442	599.98
			Otterbox Def Case	8/2014	Staples 02442	124.46
15-58425	01-00123	City of Yukon (BankOne)TEC	Auction Fees JL'14	7/2014	PubSurplus 572200	461.83
15-58471	01-00123	City of Yukon (BankOne)TEC	Hp Ink	8/2014	Quill 5094322	159.98
			Office Supplies	8/2014	Quill 5094322	12.74
15-58487	01-00123	City of Yukon (BankOne)TEC	replacement batteries	8/2014	Interstate 8-11-14	246.40
15-58492	01-00123	City of Yukon (BankOne)TEC	Replacement bulb	8/2014	MyProject 120880	212.99
			shipping	8/2014	MyProject 120880	39.99
15-58273	01-03513	Biblionix	Apollo Renewal Software	7/2014	2452	3,450.00
15-58320	01-06905	Cox System Technology	trouble shooting-1035 Ind	7/2014	43864	464.80
15-58265	01-27720	Kronos, Inc.	Sft Usage FeeJN'14	7/2014	10866286	925.50
			Sft Usage FeeJL'14	7/2014	10857783	949.50
15-58470	01-48885	Superior Office Systems	Copier Rental Charge	8/2014	6179	2,075.00
			Per Page Copy Charge	8/2014	6179	1,415.86
15-58488	01-48885	Superior Office Systems	Labor relocate Canon Cop	8/2014	6184	100.00
15-58264	01-51740	Tyler Technologies, Inc.	System Managment Srvc	8/2014	025-101880	551.25
15-58266	01-51740	Tyler Technologies, Inc.	LFCourtInterfacemain	8/2014	025-101408	670.05
			LFFinancil Interface	8/2014	025-101408	837.24
			LF CRM Interfacemain	8/2014	025-101408	837.24
			LF Interface Maint	8/2014	025-101408	921.48
15-58373	01-72890	Rhonda Massey	Mileage Reimbursement	7/2014	July '14	20.16
DEPARTMENT TOTAL:						26,929.49

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 112		DEVELOPMENT SERVICES				
15-58156	01-00107	City of Yukon (BankOne)	CMD Keys - 334 Elm	7/2014	Ace 07-21-14	15.00
15-58292	01-00107	City of Yukon (BankOne)	CMD Lock & Key	7/2014	Brooks 470252	85.00
15-58526	01-00107	City of Yukon (BankOne)	CMD Keys-334 Elm	8/2014	Ace 872357	23.63
15-58291	01-41440	ProStar Service-Oklahoma	Coffee Services	7/2014	128760	15.91
15-58369	01-47660	Shred-It Oklahoma City	Document destruction	7/2014	9403878172	19.04
15-58289	01-48373	Southwestern Stationery	and envelopes	7/2014	35116	385.00
DEPARTMENT TOTAL:						543.58
DEPARTMENT: 113		LIBRARY				
15-57847	01-00108	City of Yukon (BankOne)	LIB Postage for ILL	7/2014	USPS 86	25.80
			Postage for ILL	8/2014	USPS 250A	37.55
15-58031	01-00108	City of Yukon (BankOne)	LIB Volunteer Party Food	7/2014	LittleCaesars 74	45.55
15-58034	01-00108	City of Yukon (BankOne)	LIB Book Processing Supplies	7/2014	Vernon 0073877-IN	944.57
15-58283	01-00108	City of Yukon (BankOne)	LIB Supplies for Cleaning	8/2014	Walmart 05704	47.23
15-58317	01-41440	ProStar Service-Oklahoma	Water filter for coffee p	7/2014	127643	65.90
15-58069	01-47660	Shred-It Oklahoma City	Document Destruction	8/2014	9404006989	9.52
15-57851	01-74800	Sara Schieman	Mileage June/July 2014	7/2014	07-31-14	140.00
DEPARTMENT TOTAL:						1,316.12
DEPARTMENT: 114		PROPERTY MAINTENANCE				
15-58326	01-00112	City of Yukon (BankOne)	PROP Ceiling Tiles	8/2014	A&DSupp 08-01-14	107.85
15-58122	01-00180	City of Yukon (BankOne)	PW uniform cleaning,ren	7/2014	Clean 50661826	33.32
15-58234	01-00180	City of Yukon (BankOne)	PW uniform cleaning,ren	7/2014	Clean 50662924	29.36
15-58356	01-00180	City of Yukon (BankOne)	PW uniform cleaning,ren	7/2014	Clean 50664008	29.36
15-58553	01-06750	Clearwater Enterprises, LLC	SrvCity Bldgs- 07/14	8/2014	84761407	434.41
15-58258	01-30600	Lowe's Companies, Inc.	Supplies-safety railing	7/2014	02479	308.94
15-57860	01-32790	Mother Nature's Exterminati	Monthly Pest Control	8/2014	August '14	546.01
15-58257	01-32790	Mother Nature's Exterminati	Annual Termite Inspecton	7/2014	2014	2,904.00
15-58530	01-36715	OK Dept of Labor	City Hall Boiler Ins	7/2014	535807	50.00
15-58534	01-37200	OK Gas & Electric	Srv-Comb.Bill-Jul14	8/2014	08/08/14	37,543.61
15-58535	01-37200	OK Gas & Electric	Service-550SYukonPkw	8/2014	08/07/14	620.58
15-58551	01-37200	OK Gas & Electric	Service 951 Industrial	8/2014	8-11-14 951 Indust	44.70
15-58537	01-37600	OK Natural Gas Co	Srv-CombinedBilling	8/2014	08/01/14	1,427.48
15-58538	01-37600	OK Natural Gas Co	Service-10 S 5th	8/2014	08/06/14 10 S 5th	27.42
			Service-334 Elm	8/2014	08/06/14 334 Elm	118.00
15-58539	01-37600	OK Natural Gas Co	Service-100 S Ranchwood	8/2014	08/07/14 100 S Ran	168.93
			Service-4900WagnerWay	8/2014	08/07/14 4900 Wag	54.49
			Service-1000 E Main	8/2014	08/07/14 1000 E Ma	188.26
			Service-951 Industrial	8/2014	08/07/14 951 Indus	196.93
15-58232	01-57500	Weatherman Mechanical	A/C Unit Repairs	7/2014	1923812279	397.45
DEPARTMENT TOTAL:						45,231.10

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 115		HUMAN RESOURCES				
15-58387	01-00117	City of Yukon (BankOne)HR	WC Conference	8/2014	IWCF 08-01-14	250.00
15-58410	01-00117	City of Yukon (BankOne)HR	oklahoma canvas	8/2014	Etsy 08-01-14	80.95
15-58434	01-00117	City of Yukon (BankOne)HR	employee lunch	8/2014	Louies 08-01-14	26.02
15-58525	01-00117	City of Yukon (BankOne)HR	HR Employ Law Renewal	8/2014	HRSpec 43511529	199.00
15-58429	01-01005	5 Star Compliance Testing,	drug testing	7/2014	227	35.00
			drug testing	7/2014	255	35.00
			drug testing	7/2014	271	35.00
15-58430	01-05360	Canadian Cty Health Dept	Hep Shot	7/2014	07-02-14	35.00
15-58510	01-08140	OpubCo Communications Group	classified ad	7/2014	1624686140731	452.74
15-58412	01-31420	McBride Orthopedic	Drug Testing non DOT	8/2014	6040	162.00
			Physical non DOT	8/2014	6040	150.00
15-58431	01-31440	McClain-Chitwood Office	Probinders and envelopes	7/2014	207103	195.40
15-58432	01-33500	Mustang News	classified ads	7/2014	57727-002	40.00
			classified ads	7/2014	57727-001	40.00
15-58281	01-37470	OK Municipal League	Labor Relation Annual Fee	7/2014	025564	550.00
15-58433	01-37470	OK Municipal League	GIS/GPS classified ad	7/2014	053719	10.00
15-58540	01-47660	Shred-It Oklahoma City	Doc.destruction	8/2014	9404006847	3.18
15-58435	01-75300	Cindi Shivers	Reimb Mileage 8/1	8/2014	08-01-14	22.40
			Reimb Mileage 8/5	8/2014	08-05-14	12.43
			Reimb Mileage 8/15	8/2014	08-15-14	140.30
15-58386	01-76430	Tonia Wilson	Reimb mileage-CSHO	7/2014	07-31-14	66.86
15-58411	01-91514	Oklahoma Safety Council	CSHO safety train methods	8/2014	OK14238	1,095.00
DEPARTMENT TOTAL:						3,636.28
DEPARTMENT: 116		PARK ADMINISTRATION				
15-58087	01-00110	City of Yukon (BankOne)REC	concert supplies	7/2014	CiCis 07-31-14	100.00
			concert supplies	7/2014	CiCis 07-24-14	100.00
15-58173	01-00110	City of Yukon (BankOne)REC	ladies luncheon	7/2014	Crest 07-23-14	190.42
			ladies luncheon	7/2014	HobLob	47.93
			ladies luncheon	7/2014	Target 07-23-14	14.90
			ladies luncheon	7/2014	Walmart 00571	14.23
			ladies luncheon	7/2014	Walmart 05340	21.24
			ladies luncheon	7/2014	Michaels 07-23-14	11.18
15-58280	01-37700	OK Recreation and Park	ORPS membership	7/2014	94213	210.00
15-58084	01-46940	Sam's Club Direct-G.E.Capit	supplies for luncheon	7/2014	8267	38.28
			supplies for luncheon	7/2014	8261B	576.79
15-58102	01-46940	Sam's Club Direct-G.E.Capit	concerts	7/2014	9504	59.88
			concerts	7/2014	7843A	51.78
15-58278	01-46940	Sam's Club Direct-G.E.Capit	softball picnic	7/2014	9505	326.36
			credit tax charged	7/2014	1560	25.22-
15-58079	01-47660	Shred-It Oklahoma City	document shredding	7/2014	9403878107	9.52
15-58174	01-53450	United Linen - Uniform Re	linens for GGG	7/2014	S1742105	181.15
15-58307	01-90312	Chisholm Trail Historical	reimbursement golf carts	7/2014	11097	227.58
15-58359	01-91405	NRPA	NRPA membership -Jan	7/2014	32519	159.00
DEPARTMENT TOTAL:						2,315.02

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 117		PARK MAINTENANCE				
15-58122	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50661826	15.30
15-58234	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50662924	15.30
15-58356	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50664008	15.30
15-58162	01-30600	Lowe's Companies, Inc.	repair Uncle Sam	7/2014	02056	88.73
15-58233	01-30600	Lowe's Companies, Inc.	2 jacks for Lil bubba	7/2014	01828	91.10
DEPARTMENT TOTAL:						225.73
DEPARTMENT: 118		RECREATION FACILITIES				
15-58008	01-00110	City of Yukon (BankOne)REC	timer for VB court light	8/2014	HomeDepot 8-5-14	18.76
15-58011	01-00110	City of Yukon (BankOne)REC	counselor fees field trip	7/2014	SciMusOK 7-23-14	40.50
15-58080	01-00110	City of Yukon (BankOne)REC	First aid supplies	7/2014	Walmart 06566	69.93
15-58166	01-00110	City of Yukon (BankOne)REC	bows for archery	8/2014	Dicks 08-04-14	89.97
15-58170	01-00110	City of Yukon (BankOne)REC	office supplies	7/2014	PartyGalaxy 11324	99.90
15-58171	01-00110	City of Yukon (BankOne)REC	Moon bounce	7/2014	ExInflatab 7-25-14	140.00
15-58175	01-00110	City of Yukon (BankOne)REC	office supplies	8/2014	Staples 13693	167.56
15-58216	01-00110	City of Yukon (BankOne)REC	First aid supplies JCG	8/2014	Walmart 04979	57.59
15-58217	01-00110	City of Yukon (BankOne)REC	cards for RAC	7/2014	YukonTrophy 714290	20.00
			cards for RAC	7/2014	Ace 872244	3.98
			cards for RAC	7/2014	Walgreens 07-31-14	48.55
15-58277	01-00110	City of Yukon (BankOne)REC	food for RAC	7/2014	Buy4Less 07-29-14	32.97
			food for RAC	7/2014	Buy4Less 07-24-14	20.72
15-58361	01-00110	City of Yukon (BankOne)REC	breaker for YMAC building	8/2014	Hunzicker S1517634	28.47
15-58009	01-08410	Davis Scoreboards & Equipm	scoreboards for JCG	7/2014	1508	270.50
15-58060	01-33460	Municipal Industries	Pool Chemicals	7/2014	35693	480.80
15-58280	01-37700	OK Recreation and Park	ORPS membership	7/2014	94213	360.00
15-58163	01-44625	Regional Food Bank	food for RAC	7/2014	AI227165-1	337.75
			credit bank	7/2014	CR05584	25.00-
15-58160	01-46940	Sam's Club Direct-G.E.Capit	pool supplies	7/2014	4264	354.46
15-58165	01-46940	Sam's Club Direct-G.E.Capit	food for lunches	8/2014	6566A	235.51
15-58169	01-46940	Sam's Club Direct-G.E.Capit	wet and wild pool party	7/2014	9503	65.08
15-58276	01-46940	Sam's Club Direct-G.E.Capit	Cleaning supplies	8/2014	7427	39.44
			office supplies	8/2014	7428	85.32
			office supplies	8/2014	7425A	26.94
			food supplies	8/2014	7426	58.31
15-58168	01-48825	Steve's Maintenance	refurbish buffer	7/2014	07-28-14	200.00
DEPARTMENT TOTAL:						3,328.01
FUND TOTAL:						124,243.13

FUND: 36 - ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501		SALES TAX CAPITAL IMPROV				
15-58209	01-00101	City of Yukon (BankOne)ADM	Furniture for YCC	7/2014	Silkroute 48163	203.88
15-58370	01-00107	City of Yukon (BankOne)CMD	CeilingPanels&tape-334Elm	7/2014	Lowes 02600	151.45
15-58094	01-00108	City of Yukon (BankOne)LIB	Books-local purchased/onl	7/2014	Hastings 5498675	233.45
			Books-local purchased/onl	7/2014	Hastings 5498750	150.68
15-58130	01-00123	City of Yukon (BankOne)TEC	Ubiquity Wireless Bridges	7/2014	DoubleRad 647298	2,995.00
			Shipping Charges	7/2014	DoubleRad 647298	87.32
15-58238	01-00123	City of Yukon (BankOne)TEC	Mob Phone srvc	7/2014	Verizon 9728228072	8,000.00
15-58460	01-00123	City of Yukon (BankOne)TEC	Cat5e patch cables	8/2014	CDW-G NP08502	83.16
			Surge protectors	8/2014	CDW-G NP06136	116.28
15-58472	01-00123	City of Yukon (BankOne)TEC	Cat5e cable	8/2014	Monoprice 10788052	15.40
15-58489	01-00123	City of Yukon (BankOne)TEC	Adobe Acrobat License	8/2014	CDW-G NS02741	352.19
15-58490	01-00123	City of Yukon (BankOne)TEC	HDMI Cable	8/2014	CDW-G NQ70506	40.39
15-58491	01-00123	City of Yukon (BankOne)TEC	Canon DR 3010C Scanner	8/2014	CDW-G NQ86397	812.75
			Acer Monitor	8/2014	CDW-G NQ86397	133.58
15-57941	01-00180	City of Yukon (BankOne)PW	2" meters/parts	7/2014	HDSupply C649082	3,882.00
15-58155	01-04450	Brodart	books	7/2014	B3519745	16.23
			books	7/2014	B3534759	15.32
			books	7/2014	B3553456	31.20
			books	7/2014	B3555244	11.83
15-58250	01-04450	Brodart	Young Adult Fiction/non f	7/2014	B3576268	652.32
15-58282	01-04450	Brodart	Standing Order Books	7/2014	B3546375	5.67
			Standing Order Books	7/2014	B3557481	13.40
			Standing Order Books	7/2014	B3561092	3.91
			Standing Order Books	7/2014	B3571052	14.85
15-57997	01-05387	Carpenter's Ace Hardware	Main Street booth supplie	7/2014	872213	137.85
15-57856	01-16230	Gale Group Inc	Adult Large Print Books	7/2014	52490650	25.49
			Adult Large Print Books	8/2014	52607937	94.46
			Adult Large Print Books	8/2014	52615138	115.16
			Adult Large Print Books	8/2014	52615540	26.34
15-58063	01-27365	Keef Enterprises	A/C @ Station 2	7/2014	14097	2,800.00
15-58197	01-29500	Locke Supply	Electrical Supplies-334 E	7/2014	23593363-00	210.90
			Electrical Supplies-334 E	7/2014	23613677-00	280.86
			Electrical Supplies-334 E	8/2014	23669054-00	20.81
15-58293	01-29660	Lopez Construction of	2 Doors installed-334 Elm	8/2014	2365	400.00
15-58294	01-29660	Lopez Construction of	Framing,Sheetrock,Taping	8/2014	2489	5,400.00
15-58295	01-29660	Lopez Construction of	Painting-334 Elm Remodel	8/2014	2360	5,700.00
15-58262	01-30600	Lowe's Companies, Inc.	Wiring Supplies	7/2014	11436	167.30
15-58271	01-30600	Lowe's Companies, Inc.	Wireing Supplies	7/2014	09164	108.26
15-58397	01-30600	Lowe's Companies, Inc.	Screws and washer	8/2014	10319A	12.09
15-57902	01-30680	Luther Sign Company	street signs/markers	7/2014	9863	95.31
			street signs/markers	8/2014	9873	179.16
			street signs/markers	8/2014	9874	192.80
			street signs/markers	8/2014	9875	39.94
15-58299	01-37670	OKC Office Furniture	Office Furniture-334 Elm	7/2014	1075-OKC	5,590.00
15-58268	01-48905	Synergy Datacom	Fiber Cable	7/2014	INV33193	51.65
15-58554	01-50700	Triad Design Group	A&E - SH 4: OK 66 - SH 3	8/2014	8967	16,065.00
15-58527	01-71900	Mitchell Hort	reimb-desk top formica	8/2014	Lowes 02645	52.25
15-58325	01-75150	Pam Shelton	reimb. mileage-MS travel	7/2014	07-26-14	248.42

FUND: 36 - ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501		SALES TAX CAPITAL IMPROV				
15-58296	01-90315	Carpet Direct	Carpet-334 Elm Remodel	7/2014	07-28-14	6,192.48
15-58297	01-91306	Misael Molina	Install Carpet-334 Elm	7/2014	344922	2,710.60
15-58427	01-91406	National Safety Council	Navigator ETP Edition Sft	7/2014	INV-1236570	1,740.00
15-58459	01-91808	Mario Rivera	Front Desk formica replac	8/2014	518501	450.00
14-57119	01-91904	Scudder Service & Supply	gate operator	8/2014	22333	5,344.00
15-58290	01-92004	TMAX Electrical Services	Electrical Srvc-334 Elm	7/2014	1221	3,400.00
15-58371	01-92004	TMAX Electrical Services	Added Outlets-334 Elm	8/2014	1222	425.00
DEPARTMENT TOTAL:						76,298.39
FUND TOTAL:						76,298.39

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 123		SPECIAL EVENT REVENUE				
15-57873	01-00101	City of Yukon (BankOne)ADM	Christmas Supplies	7/2014	K&KInt 0001093436	1,413.05
			Christmas Supplies	7/2014	KathCol 0339110-IN	2,409.00
			Christmas Supplies	7/2014	KathCol 0339111-IN	441.31
15-58229	01-00101	City of Yukon (BankOne)ADM	Christmas Party decor/sup	7/2014	K&KInt 0001628973	20.63
			Christmas Party decor/sup	7/2014	Demdaco 21159528	52.32
			Christmas Party decor/sup	7/2014	Demdaco 21161190	1,833.38
15-58256	01-00101	City of Yukon (BankOne)ADM	Fox 25 Advertisement	7/2014	Fox25 3501186	750.00
15-58405	01-00101	City of Yukon (BankOne)ADM	Christmas Supplies	7/2014	K&KInt 0001093437	1,152.71
DEPARTMENT TOTAL:						8,072.40
DEPARTMENT: 142		** INVALID DEPARTMENT **				
15-58238	01-00123	City of Yukon (BankOne)TEC	iPad Air	7/2014	Verizon 9728228072	4,764.77
DEPARTMENT TOTAL:						4,764.77
DEPARTMENT: 144		LLIBRARY STATE AID				
15-57849	01-00108	City of Yukon (BankOne)LIB	Program Supplies	7/2014	Upstart 5352733	52.20
15-58032	01-00108	City of Yukon (BankOne)LIB	Volunteer thank you gifts	7/2014	Hastings 5497888	250.00
DEPARTMENT TOTAL:						302.20
DEPARTMENT: 165		** INVALID DEPARTMENT **				
15-58285	01-00105	City of Yukon (BankOne)FD	lunch for Ropes Class	7/2014	Homeland 07-29-14	100.05
			lunch for Ropes Class	7/2014	Homeland 07-29-14	49.67
15-58446	01-00105	City of Yukon (BankOne)FD	Cert Paper, Stamp	8/2014	Staples 9711726126	58.15
DEPARTMENT TOTAL:						207.87
DEPARTMENT: 167		POLICE DEPARTMEN				
15-58192	01-00111	City of Yukon (BankOne)PD	training manuals	7/2014	Staples 04799	477.15
15-57823	01-18230	Harris Corporation PSPC	radio cables	7/2014	93180276	336.00
DEPARTMENT TOTAL:						813.15
FUND TOTAL:						14,160.39

FUND: 70 - Water &amp; Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201		WATER DISTRIBUTION				
15-57898	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2014	Napa 572458	110.52
			parts to repair vehicles	8/2014	Napa 574490	21.98
15-57904	01-00180	City of Yukon (BankOne)PW	CNG fuel for vehicles	7/2014	Loves 71215	19.80
15-57905	01-00180	City of Yukon (BankOne)PW	oil, lubricants, silicone	7/2014	OReily 0343-416017	13.99
			oil, lubricants, silicone	7/2014	Fentress 691208	56.00
			oil, lubricants, silicone	7/2014	Napa 572452	34.82
15-57934	01-00180	City of Yukon (BankOne)PW	concrete bags	7/2014	HDSupply C715844	184.80
15-58122	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50661826	40.57
15-58140	01-00180	City of Yukon (BankOne)PW	Stop/Slow paddles	7/2014	HomeDepot 07-18-14	20.13
15-58200	01-00180	City of Yukon (BankOne)PW	round point shovels	7/2014	HDSupply C728420	360.00
15-58205	01-00180	City of Yukon (BankOne)PW	drills for water/wastewat	7/2014	Ace 872216	299.97
15-58234	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50662924	45.23
15-58356	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50664008	45.23
15-58544	01-05700	Central Okla Water Res Au	Annual Mmbrshp Dues	7/2014	2015-107	33,870.00
15-58474	01-39550	Paul Penley Oil Company, In	unleaded fuel	8/2014	0103291-IN	901.38
			diesel fuel	8/2014	0103291-IN	211.61
15-58548	01-50700	Triad Design Group	Eng Srvcs-07/25/14	8/2014	8948	2,379.05
15-58426	01-90316	CUES	GX520 Software Renewal	8/2014	414419	1,800.00
DEPARTMENT TOTAL:						40,415.08
DEPARTMENT: 202		UTILITY BILLING				
15-58240	01-00123	City of Yukon (BankOne)TEC	MR Phone Srvcs-JL'14	7/2014	Verizon 9728228070	164.53
15-58122	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2014	Clean 50661826	20.62
15-58234	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2014	Clean 50662924	20.62
15-58356	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2014	Clean 50664008	16.66
15-58393	01-31800	Mgmt and Enterprise Service	Credit Card Processing	7/2014	PC00002825	1,527.00
15-58474	01-39550	Paul Penley Oil Company, In	unleaded fuel	8/2014	0103291-IN	572.82
15-58468	01-53901	U S Post Office	Monthly Postage	8/2014	08-06-14	4,500.00
DEPARTMENT TOTAL:						6,822.25
DEPARTMENT: 203		TREATMENT AND SUPPLY				
14-57704	01-00180	City of Yukon (BankOne)PW	soft start for Well 14	7/2014	Grainge 9486194575	53.62
			soft start for Well 14	7/2014	Grainge 9489055229	1,058.27
15-58552	01-06375	City of Oklahoma City	Water Usage - July '14	7/2014	07-28-14	80,748.42
15-58547	01-55800	Veolia Water North America	Service for Aug '14	8/2014	00040038	92,291.81
15-58475	01-57425	Waste Connections of Oklaho	hauling fees for Jul '14	8/2014	1409893	1,815.00
DEPARTMENT TOTAL:						175,967.12

FUND: 70 - Water &amp; Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 204		FLEET MAINTENANCE				
15-57898	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2014	Napa 572458	754.80
			parts to repair vehicles	7/2014	Napa 573067	72.81
			parts to repair vehicles	7/2014	Napa 573789	6.43
			parts to repair vehicles	8/2014	Napa 574490	154.61
15-57899	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2014	OReily 0343-419432	99.27
			parts to repair vehicles	8/2014	OReily 0343-422673	232.06
15-57900	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2014	HowardPart 3434055	248.48
			parts to repair vehicles	7/2014	HowardPart 3446958	22.42
			parts to repair vehicles	7/2014	CLBoyd P04007	5.04
			parts to repair vehicles	7/2014	T&WTire 5339986	26.40
			parts to repair vehicles	7/2014	ProTurf 1267069-00	333.50
			parts to repair vehicles	7/2014	LuberBros 00148559	143.79
			parts to repair vehicles	7/2014	USI 16159	195.00
			parts to repair vehicles	7/2014	CLBoyd P03849	92.03
			parts to repair vehicles	7/2014	CLBoyd P03955	144.05
			parts to repair vehicles	7/2014	SmithF&G 513710	270.00
			parts to repair vehicles	7/2014	Wylie 0246057	38.40
			parts to repair vehicles	7/2014	BobHoward 3444999	22.41
			parts to repair vehicles	7/2014	Conrad 492282	347.96
			parts to repair vehicles	7/2014	FrontierEq 170718	61.80
			parts to repair vehicles	7/2014	GoodYea 2551002838	378.84
			parts to repair vehicles	7/2014	GoodYea 2551002855	288.50
			parts to repair vehicles	7/2014	K&NMob 001512	154.26
			parts to repair vehicles	7/2014	LuberBros 00148278	65.04
			parts to repair vehicles	7/2014	ProTurf 1264548-00	178.36
			parts to repair vehicles	7/2014	SmithF&G 512004	108.00
			parts to repair vehicles	7/2014	SmithF&G 07-18-14	12.09
			parts to repair vehicles	7/2014	SmithF&G 07-18-14	8.57
			parts to repair vehicles	7/2014	TractorSupp 318730	99.99
			parts to repair vehicles	7/2014	UnitedEng 614787	33.52
			parts to repair vehicles	8/2014	Hercules 324551	28.21
			parts to repair vehicles	8/2014	Fastena OK01219538	57.01
			parts to repair vehicles	8/2014	Bakers 26345	135.00
15-57904	01-00180	City of Yukon (BankOne)PW	CNG fuel for vehicles	7/2014	OnCue 2732	27.34
			CNG fuel for vehicles	7/2014	OnCue 3289	21.77
			CNG fuel for vehicles	7/2014	Loves 67603	30.84
			CNG fuel for vehicles	7/2014	Loves 72283	30.29
15-57905	01-00180	City of Yukon (BankOne)PW	oil, lubricants, silicone	7/2014	Fentress 691107	545.66
			oil, lubricants, silicone	7/2014	Fentress 691208	1,759.62
			oil, lubricants, silicone	7/2014	UnitedEng 614789	214.32
			oil, lubricants, silicone	7/2014	OReily 0343-418160	17.80
			oil, lubricants, silicone	7/2014	SmithF&G 516519	83.99
			oil, lubricants, silicone	7/2014	Napa 573246	5.99
			oil, lubricants, silicone	7/2014	Napa 572452	30.96
			oil, lubricants, silicone	7/2014	Fentress 691214	20.00-
15-57930	01-00180	City of Yukon (BankOne)PW	brake parts cleaner	7/2014	Fentress 691108	211.43
15-57931	01-00180	City of Yukon (BankOne)PW	blades for mowe	7/2014	LuberBros 147955	155.65
			freight	7/2014	LuberBros 147955	24.10

FUND: 70 - Water &amp; Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 204		FLEET MAINTENANCE				
15-57933	01-00180	City of Yukon (BankOne)PW	brake pads	7/2014	HartsAuto 34726	369.00
15-57940	01-00180	City of Yukon (BankOne)PW	overhill alarm/diesel fue	7/2014	PMEC 0132920	327.73
15-58122	01-00180	City of Yukon (BankOne)PW	red oil rag rental	7/2014	Clean 50661826	19.78
			uniform cleaning,ren	7/2014	Clean 50661826	16.86
15-58202	01-00180	City of Yukon (BankOne)PW	tie downs	7/2014	Napa 573335	22.98
15-58234	01-00180	City of Yukon (BankOne)PW	red oil rag rental	7/2014	Clean 50662924	29.54
			uniform cleaning,ren	7/2014	Clean 50662924	16.86
15-58243	01-00180	City of Yukon (BankOne)PW	flowers-landscaping	7/2014	HomeDepot 07-18-14	27.92
15-58244	01-00180	City of Yukon (BankOne)PW	flowers,vine-landscaping	7/2014	Precure 037541	20.50
15-58251	01-00180	City of Yukon (BankOne)PW	gutter brooms	8/2014	FrontierEq 140806	1,800.00
15-58356	01-00180	City of Yukon (BankOne)PW	red oil rag rental	7/2014	Clean 50664008	19.78
			uniform cleaning,ren	7/2014	Clean 50664008	16.86
15-58476	01-29525	Locke Welding	demurrage rental	7/2014	R4036	104.00
15-58474	01-39550	Paul Penley Oil Company, In	unleaded fuel	8/2014	0103291-IN	10,175.37
			diesel fuel	8/2014	0103291-IN	3,331.98
DEPARTMENT TOTAL:						24,257.57
FUND TOTAL:						247,462.02

FUND: 71 - Sanitation Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
15-58239	01-00123	City of Yukon (BankOne)TEC	Sant Svcs Tablets	7/2014	Verizon 9728228071	160.04
15-58138	01-00171	City of Yukon (BankOne)SAN	repairs FEL	7/2014	J&REquip 25707	1,305.16
15-58252	01-00171	City of Yukon (BankOne)SAN	rubber cutting edge	7/2014	Setco 126358	747.37
15-58328	01-00171	City of Yukon (BankOne)SAN	hand tools, locks	8/2014	Ace 872381	8.97
			hand tools, locks	8/2014	Ace 872351	251.84
15-58390	01-00171	City of Yukon (BankOne)SAN	membership dues	8/2014	SWANA 6517	200.00
15-57898	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2014	Napa 572458	73.54
			parts to repair vehicles	7/2014	Napa 573067	103.33
			parts to repair vehicles	7/2014	Napa 573789	311.95
15-57899	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2014	OReily 0343-420142	195.69
			parts to repair vehicles	8/2014	OReily 0343-423072	307.17
15-57900	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2014	GoodYea 2551002900	779.30
			parts to repair vehicles	7/2014	GoodYea 2551002895	534.11
			parts to repair vehicles	7/2014	J&REquip 25808	174.12
			parts to repair vehicles	7/2014	J&REquip 25851	71.12
			parts to repair vehicles	7/2014	Ace 872140	35.99
			parts to repair vehicles	7/2014	Chappell 0395360	161.56
			parts to repair vehicles	7/2014	T&WTire 5334872	90.00
			parts to repair vehicles	7/2014	Weldon 1291885-00	194.60
			parts to repair vehicles	8/2014	Bruckners 430525C	53.64
			parts to repair vehicles	8/2014	WarrenCa 11C768452	59.23
			parts to repair vehicles	8/2014	Evco 52829	500.00
15-57905	01-00180	City of Yukon (BankOne)PW	oil, lubricants, silicone	7/2014	Fentress 691208	196.00
15-58122	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50661826	44.99
15-58234	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50662924	44.99
15-58356	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50664008	44.99
15-58474	01-39550	Paul Penley Oil Company, Inun	leaded fuel	8/2014	0103291-IN	82.00
			diesel fuel	8/2014	0103291-IN	4,893.52
15-58385	01-41440	ProStar Service-Oklahoma	coffee service	7/2014	129193	43.90
			coffee service	8/2014	129353	32.39
15-58198	01-48366	Southern Tire Mart	retread tires	7/2014	47137571	787.52
15-58443	01-57420	Waste Connections of Oklaho	landfill fees	7/2014	19781	26,624.84
15-58442	01-57425	Waste Connections of Oklaho	roll off hauling	8/2014	1409858	860.00
DEPARTMENT TOTAL:						39,973.87
FUND TOTAL:						39,973.87

FUND: 73 - Storm Water Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
15-58064	01-00173	City of Yukon (BankOne)SW	food for workers-RainBarr	7/2014	Walmart 08980	64.56
			food for workers-RainBarr	7/2014	Walmart 08982	4.24
			food for workers-RainBarr	7/2014	Marcos 268	36.48
15-58065	01-1	Extreme Environmental	Silt Fence-Walmart projec	7/2014	E 8991	1,050.00
DEPARTMENT TOTAL:						1,155.28
FUND TOTAL:						1,155.28

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 120		** INVALID DEPARTMENT **				
15-58520	01-00125	City of Yukon (BankOne)EM	Gift for OEMA Conference	8/2014	Napa 575303	150.00
DEPARTMENT TOTAL:						150.00
FUND TOTAL:						150.00
GRAND TOTAL:						503,443.08

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2014	01	5101-503	Support of Organizations	6,000.00	
7/2014	01	5101-344	Audits	6,100.00	
7/2014	01	5101-503	Support of Organizations	4,625.00	
7/2014	01	5102-354	Assoc Memberships & Conf Reg	390.00	
7/2014	01	5106-201	Office Supplies	294.80	
7/2014	01	5106-202	Duplication/Computer Supplies	347.92	
7/2014	01	5106-205	Nondurable Supplies	135.89	
7/2014	01	5106-206	Building Maintenance Supplies	717.55	
7/2014	01	5106-211	Training Supplies	23.02	
7/2014	01	5106-217	Wearing Apparel	53.48	
7/2014	01	5106-220	Medical Supplies	392.00	
7/2014	01	5106-302	Buildings	589.00	
7/2014	01	5106-315	Office Equipment	61.97	
7/2014	01	5106-317	Durable Tools	1,157.00	
7/2014	01	5106-321	Air Conditioning and Heating S	335.38	
7/2014	01	5106-323	Inspection Fees for Prop/Equip	323.00	
7/2014	01	5106-328	Document Destruction	9.52	
7/2014	01	5106-331	Travel Expense	712.00	
7/2014	01	5107-205	Nondurable Supplies	160.00	
7/2014	01	5107-221	Public Educational Supplies	185.54	
7/2014	01	5107-224	Meals/Supplies for Prisoners	135.00	
7/2014	01	5107-302	Buildings	104.91	
7/2014	01	5107-328	Document Destruction	19.04	
7/2014	01	5107-331	Travel Expense	45.71	
7/2014	01	5107-340	Postage	69.53	
7/2014	01	5107-358	Medical Services (Non-Employee	22.49	
7/2014	01	5108-217	Wearing Apparel	169.00	
7/2014	01	5108-218	Protective Clothing/Safety Equ	20.13	
7/2014	01	5108-302	Buildings	182.76	
7/2014	01	5108-309	Streets Alleys and Roadways	502.35	
7/2014	01	5108-311	Street Signs Traffic Lights an	8.98	
7/2014	01	5108-347	Special Services	3,330.00	
7/2014	01	5109-331	Travel Expense	92.68	
7/2014	01	5111-201	Office Supplies	11.98	
7/2014	01	5111-202	Duplication/Computer Supplies	251.97	
7/2014	01	5111-315	Office Equipment	99.99	
7/2014	01	5111-331	Travel Expense	20.16	
7/2014	01	5111-341	Telephone,Teletype,Internet Se	10,048.56	
7/2014	01	5111-364	Building Security & Monitoring	464.80	
7/2014	01	5111-365	Maintenance Agreements	5,325.00	
7/2014	01	5111-369	Technology Equip,Repair & Inst	125.18	
7/2014	01	5111-382	Auction Expense	1,730.44	
7/2014	01	5112-202	Duplication/Computer Supplies	385.00	
7/2014	01	5112-302	Buildings	100.00	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
7/2014	01	5112-328	Document Destruction	19.04	
7/2014	01	5112-384	Coffee Service	15.91	
7/2014	01	5113-213	Food Supplies	45.55	
7/2014	01	5113-222	Record Supplies	944.57	
7/2014	01	5113-331	Travel Expense	140.00	
7/2014	01	5113-340	Postage	25.80	
7/2014	01	5113-384	Coffee Service	65.90	
7/2014	01	5114-217	Wearing Apparel	92.04	
7/2014	01	5114-302	Buildings	308.94	
7/2014	01	5114-314	Bug and Rodent Control	2,904.00	
7/2014	01	5114-321	Air Conditioning and Heating S	397.45	
7/2014	01	5114-323	Inspection Fee for Property an	50.00	
7/2014	01	5115-201	Office Supplies	195.40	
7/2014	01	5115-330	Medical Expenses-Employees	140.00	
7/2014	01	5115-331	Travel Expense	66.86	
7/2014	01	5115-345	Advertising	542.74	
7/2014	01	5115-354	Assoc Memberships & Conf Reg	550.00	
7/2014	01	5116-328	Document Destruction	9.52	
7/2014	01	5116-346	Rentals & Leases	181.15	
7/2014	01	5116-354	Assoc Memberships & Conf Reg	369.00	
7/2014	01	5116-380	Park & Rec Activities/Programs	1,416.11	
7/2014	01	5116-381-101	Festival & Events-Concerts-Par	111.66	
7/2014	01	5116-381-116	Fest. & Events-Chisholm Trail	227.58	
7/2014	01	5117-217	Wearing Apparel	45.90	
7/2014	01	5117-306	Sidewalks Steps Curbs Gutters	91.10	
7/2014	01	5117-313	Recreational Structures-Parks	88.73	
7/2014	01	5118-207	Chemicals	480.80	
7/2014	01	5118-213	Food Supplies	720.90	
7/2014	01	5118-220	Medical Supplies	69.93	
7/2014	01	5118-302	Buildings	470.50	
7/2014	01	5118-354	Assoc Memberships & Conf Reg	360.00	
7/2014	01	5118-380	Park & Rec Activities/Programs	418.01	57,443.82
7/2014	36	5501-405	Cap. Improvements-Fire	2,800.00	
7/2014	36	5501-407	Cap. Improvements-Comm. Devel.	18,536.29	
7/2014	36	5501-408	Cap. Improvements-Library	1,174.35	
7/2014	36	5501-419	Capital Improvements-Streets	95.31	
7/2014	36	5501-423	Capital Improvements-Technolog	13,149.53	
7/2014	36	5501-470	Cap. Improvements-Water&Sewer	3,882.00	
7/2014	36	5501-601	Contingency	203.88	
7/2014	36	5501-601-150	Contingency-Hotel/Motel Tax	386.27	40,227.63
7/2014	64	5123-381	Special Events	8,072.40	
7/2014	64	5142-366-101	Insurance Reimbursement	4,764.77	
7/2014	64	5144-221	State Aid Public Education	302.20	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
7/2014	64	5165-356	Support of Org - Fire Rescue	149.72	
7/2014	64	5167-356	Support of Org-PD Training	477.15	
7/2014	64	5167-366	Support of Org. - 911	336.00	14,102.24
7/2014	70	5201-204	Fuel, Oil and Lubricants	124.61	
7/2014	70	5201-205	Nondurable Supplies	659.97	
7/2014	70	5201-217	Wearing Apparel	131.03	
7/2014	70	5201-218	Protective Clothing/Safety Equ	20.13	
7/2014	70	5201-306	Sidewalks, Steps, Curbs, and G	184.80	
7/2014	70	5201-318	Motor Vehicles/Small Equip Par	110.52	
7/2014	70	5201-354	Assoc Memberships & Conf Reg	33,870.00	
7/2014	70	5202-217	Wearing Apparel	57.90	
7/2014	70	5202-341	Telephones Teletype Pagers Int	164.53	
7/2014	70	5202-357	Collection Services	1,527.00	
7/2014	70	5203-352	Water Usage	80,748.42	
7/2014	70	5203-418	Water Well, Water Tower & Lift	1,111.89	
7/2014	70	5204-204	Fuel, Oil and Lubricants	2,960.01	
7/2014	70	5204-205	Nondurable Supplies	22.98	
7/2014	70	5204-206	Building Maintenance Supplies	69.10	
7/2014	70	5204-210	Landscaping	48.42	
7/2014	70	5204-217	Wearing Apparel	50.58	
7/2014	70	5204-223	Welding Supplies	104.00	
7/2014	70	5204-318	Motor Vehicles/Small Equip Par	4,760.51	
7/2014	70	5204-324	Fuel Pump/Generator Repair	327.73	127,054.13
7/2014	71	5301-204	Fuel, Oil and Lubricants	196.00	
7/2014	71	5301-217	Wearing Apparel	134.97	
7/2014	71	5301-219	Disposal Costs	26,624.84	
7/2014	71	5301-318	Motor Vehicles/Small Equip Par	5,565.36	
7/2014	71	5301-341	Telephones, Internet Service	160.04	
7/2014	71	5301-384	Coffee Service	43.90	32,725.11
7/2014	73	5401-213	Food Service	105.28	
7/2014	73	5401-347	Special Services	1,050.00	1,155.28
8/2014	01	5101-226	Promo/Public Event Supplies	1,127.24	
8/2014	01	5101-348	Consultant Fees	6,588.99	
8/2014	01	5101-354	Assoc Memberships & Conf Reg	135.00	
8/2014	01	5102-217	Wearing Apparel	151.38	
8/2014	01	5102-328	Document Destruction	9.52	
8/2014	01	5102-331	Travel Expense	349.20	
8/2014	01	5103-366	Emergencies	1,228.20	
8/2014	01	5104-328	Document Destruction	3.17	
8/2014	01	5105-316	Furniture, Fixtures, & Miscell	363.15	
8/2014	01	5105-328	Document Destruction	3.17	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2014	01	5106-217	Wearing Apparel	450.49	
8/2014	01	5106-384	Coffee Service	178.10	
8/2014	01	5107-358	Medical Services (Non-Employee)	15.00	
8/2014	01	5109-348	Consultant Fees	1,191.94	
8/2014	01	5110-340	Postage and Shipping	7.60	
8/2014	01	5111-201	Office Supplies	34.51	
8/2014	01	5111-202	Duplication/Computer Supplies	159.98	
8/2014	01	5111-315	Office Equipment	149.44	
8/2014	01	5111-365	Maintenance Agreements	7,408.12	
8/2014	01	5111-369	Technology Equip,Repair & Inst	1,099.36	
8/2014	01	5112-201	Office Supplies	23.63	
8/2014	01	5113-206	Building Maintenance Supplies	47.23	
8/2014	01	5113-328	Document Destruction	9.52	
8/2014	01	5113-340	Postage	37.55	
8/2014	01	5114-302	Buildings	107.85	
8/2014	01	5114-314	Bug and Rodent Control	546.01	
8/2014	01	5114-350	Electrical Power	38,208.89	
8/2014	01	5114-351	Natural Gas	2,615.92	
8/2014	01	5115-316	Furniture,Fixtures & Misc Furn	80.95	
8/2014	01	5115-328	Document Destruction	3.18	
8/2014	01	5115-330	Medical Expenses-Employees	312.00	
8/2014	01	5115-331	Travel Expense	201.15	
8/2014	01	5115-354	Assoc Memberships & Conf Reg	449.00	
8/2014	01	5115-356	Training	1,095.00	
8/2014	01	5118-201	Office Supplies	279.82	
8/2014	01	5118-206	Building Maintenance Supplies	39.44	
8/2014	01	5118-213	Food Supplies	293.82	
8/2014	01	5118-220	Medical Supplies	57.59	
8/2014	01	5118-302	Buildings	47.23	
8/2014	01	5118-380	Park & Rec Activities/Programs	89.97	65,199.31
8/2014	36	5501-407	Cap. Improvements-Comm. Devel.	12,448.06	
8/2014	36	5501-408	Cap. Improvements-Library	235.96	
8/2014	36	5501-419	Capital Improvements-Streets	411.90	
8/2014	36	5501-423	Capital Improvements-Technolog	1,565.84	
8/2014	36	5501-471	Cap. Improvements-Sanitation	5,344.00	
8/2014	36	5501-601	Contingency	16,065.00	36,070.76
8/2014	64	5165-356	Support of Org - Fire Rescue	58.15	58.15
8/2014	70	5201-204	Fuel, Oil and Lubricants	1,112.99	
8/2014	70	5201-318	Motor Vehicles/Small Equip Par	21.98	
8/2014	70	5201-348	Consultant Fees	2,379.05	
8/2014	70	5201-365	Maintenance Agreements	1,800.00	
8/2014	70	5202-204	Fuel, Oil and Lubricants	572.82	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2014	70	5202-340	Postage	4,500.00	
8/2014	70	5203-348	Consultant Fees	94,106.81	
8/2014	70	5204-204	Fuel, Oil and Lubricants	13,507.35	
8/2014	70	5204-318	Motor Vehicles/Small Equip Par	2,406.89	120,407.89
8/2014	71	5301-204	Fuel, Oil and Lubricants	4,975.52	
8/2014	71	5301-205	Nondurable Supplies	260.81	
8/2014	71	5301-219	Disposal Costs	860.00	
8/2014	71	5301-318	Motor Vehicles/Small Equip Par	920.04	
8/2014	71	5301-354	Assoc Memberships & Conf Reg	200.00	
8/2014	71	5301-384	Coffee Service	32.39	7,248.76
8/2014	74	5120-366	Contingency	150.00	150.00
9/2014	01	5101-360	Contributions and Memorials	1,600.00	1,600.00
				GRAND TOTAL ESTIMATE:	0.00
				GRAND TOTAL ACTUAL:	503,443.08
				REPORT TOTAL:	503,443.08

## Technology Item Listing - August 19, 2014

Item #	Description	Model	Serial Number	Department
100899	Exalt ExtenAir r5005	r5005	PE18114787	technology
100897	Exalt ExtenAir r5005	r5005	PE18114797	technology
101077	Speco Technologies VM-15LCD	VM-15LCD	11698451057	technology
102046	GE Plextor DVR ProII	SDVR-4PII-80SS Pro II	D604-YP7-680753	technology
	Back UPS 400 battery	Back UPS 400	PB9727572936	technology
	10 Keyboards	N/A	N/A	technology
	GE Plextor DVR SDVR-4-80	SDVR-4-80	D504-Y7-720611	technology
	CyberPower DR2200	DR2200	PH07P2000667	technology
100263	Gateway FPD1520 Monitor	1520	LIC147B2193	technology
100086	Gateway FPD1520 Monitor	1520	LIC148B1580	technology
100003	Dell 1704 FPTt Monitor	1704	CN-0Y4299-71618-5AD-BCX8	technology
	Epson Ribbon Cartridge #7754	N/A	N/A	technology
	2 - Epson Ribbon Cartridge #8766	N/A	N/A	technology
	IBM Printer Ribbon #4247	N/A	N/A	technology
100409	IBM ThinkVision	N/A	5525217	technology
	Magnavox Black and White TV	N/A	10905069	technology
	Sony 5-Disc CDP-C360Z	N/A	8136763	technology
	2- Intel Netport Express 10/100	N/A	DDC77941913	technology
	Cisco IP Phone 7941G	7941G	FCH12098JPL	technology
100571	HP DeskJet 842C	842C	CN0921Q10K	technology
101130	HP DeskJet 5650	5650	MY71G041DZ	technology
	Linksys Wireless G Router 2.4GHz	N/A	CL7B1F737404	technology
	Linksys 8-Port Switch	N/A	25000021	technology
	SpeedStream 5360 Ethernet ADSL Modem	5360 ADSL	MAED7E42B	technology
100352	Fujitsu FI-5120C Scanner	5120C	166521	technology
100639	Cisco IP Phone 7941G	7941G	FCH124580K1	technology
100678	Cisco IP Phone 7941G	7941G	FCH12348JCC	technology
100736	Cisco IP Phone 7941G	7941G	FCH1244B4FC	technology

100867	Cisco IP Phone 7941G	7941G	FCH124792MG	technology
101275	ViewSonic Monitor	N/A	N/A	technology
101528	Cisco IP Phone 7916G	7916G	FCH10499U12	technology
	GE 14" Color Monitor	N/A	CH706624R	technology
	Canon MP49D Accounting Calculator	N/A	20073921	technology
	ScanShell 800N	N/A	7162002000274	technology
100760	Cisco IP Phone 7941	7941	FCH1229AMYG	technology
	HP JD Widderscreen WebCam	N/A	N/A	technology
100725	ScanShell 800N	N/A	7162002004993	technology
100726	ScanShell 800N	N/A	7162002004301	technology
102052	ScanShell 800N	N/A	7162220004998	technology
	Sony Foot Control Unit FS-80	N/A	N/A	technology
	Uniden 5.8 GHz Cordless Phone and Charger	N/A	AG20799920	technology
	Uniden 5.8 GHZ Cordless Phone	N/A	006B0806	technology
	AT&T Voice Recorder	N/A	CN3.04568459	technology

## AGREEMENT FOR SERVICES

**CITY OF YUKON**

**PETS & PEOPLE HUMANE SOCIETY, INC.**

This Agreement is made and entered into this   2   day of   July  , 2014, by and between the **City of Yukon**, hereinafter referred to as "City", and **Pets & People Humane Society, 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 1<sup>st</sup> day of July, 2014, through the 30<sup>th</sup> day of June, 2015.
2. **CONSIDERATION:** The City agrees, as consideration for services for the citizens of Yukon provided by Pets & People Humane Society, Inc. to allow the society to operate from premises owned by City located at 701 Inla.

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) Promote humane treatment of all animals and to provide an opportunity for active involvement in programs to alleviate and prevent animal suffering by means of public awareness, education and other appropriate measures.
  - B) Operate an animal rescue shelter for animals rescued from within the corporate limits of City.

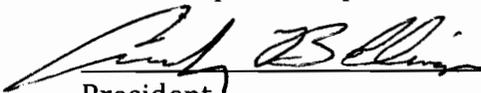
4. Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of this program.
5. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor.
6. 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

PETS & PEOPLE HUMANE SOCIETY, INC.  
A not-for-profit corporation

\_\_\_\_\_  
Ken Smith, Mayor

  
\_\_\_\_\_  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Secretary

APPROVED BY:

\_\_\_\_\_  
Michael D. Segler  
City Attorney

# 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

Earline Smaistrla	Ward 1	2014
Larry Taylor	Ward 2	2014
Ed Hatley	Ward AL	2015
Bill Baker	Ward 3	2016
Roger Davis	Ward 4	2016

### Board of Adjustment/Board of Appeal

Sherry Huston	Ward 1	2014
Rena Holland	Ward 2	2014
Buddy Carpenter	Ward AL	2015
Joe Horn	Ward 3	2016
Russ Kline	Ward 4	2016

### Park Board

Joe Edwards	Ward 1	2014
D.E. Brower	Ward 2	2014
Dayton Betts	Ward AL	2015
Cathy Wright	Ward 3	2016
Joe Baumann	Ward 4	2016

### Library Board

Charlotte Novak*		
Beth Ridle*		
Lee Wells	Ward 2/1	2014
Joyce Roman	Ward 2	2014
Ginger LaCroix	Ward AL	2015
Jeanne Riggs	Ward 3	2016
Margaret Albrecht	Ward 4	2016

### Traffic Commission

Charles Lee	Ward 1	2014
James Montgomery	Ward 2	2014
John Knuppel	Ward AL	2015
Jay Tallant	Ward 3	2016
Darrell R. Goulden	Ward 4	2016

### Spanish Cove

Larry Taylor, Representative

### OK Environmental Management Auth.

Nick Grba, Representative  
Dewayne Maxey, Alternate

### Senior Citizens

Ray Wright, Representative  
John Alberts, Alternate

### ACOG

Ken Smith, Member  
Richard Russell, Alternate

### COWRA

Genie Vinson, Representative  
Larry Taylor, Alternate

### Sister City Committee

Illona Morris  
Terry Beaver  
Nancy Novosad  
Edwin Shedeck

### 

\*Members of Ladies' Library Club are appointed by same

## AGREEMENT FOR SERVICES

**CITY OF YUKON**

**YUKON CHAMBER OF COMMERCE**

This Agreement is made and entered into this 27<sup>th</sup> day of June, 2014, by and between the **City of Yukon**, hereinafter referred to as "City", and the **Yukon Chamber of Commerce**, a nonprofit 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 their mutual obligations and understanding, the parties agree to the foregoing and as follows:

1. **TERM:** This agreement shall be from the 1<sup>st</sup> day of July, 2014, through the 30<sup>th</sup> day of June, 2015.
2. **CONSIDERATIONS:** The City agrees to furnish to the Contractor the building at 510 Elm for \$375.00 per month with credit for system repairs and the City will maintain the exterior of the building and the lawn.

The City agrees to pay Contractor, as consideration for services for the citizens of Yukon provided by the Contractor, the sum of One Thousand Five Hundred (\$1,500.00) per month through the term of this contract and an amount equal to one-third of the sales tax generated by the Shop Yukon promotion. The Contractor agrees to provide the services described in paragraph 3 below. The monthly payments will begin July 1, 2014.

3. **SERVICES:** In consideration of the City's above set forth payment, the Contractor agrees to provide services according to the attached 2014 business plan.
4. **INDEMNIFICATION:** 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 provide the City as an additional insured on any liability insurance policies maintained by Contractor in an amount of not less than the maximum exposure of the City under the Oklahoma Governmental Tort Claims Act.

5. **PROPERTY USAGE:** 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**

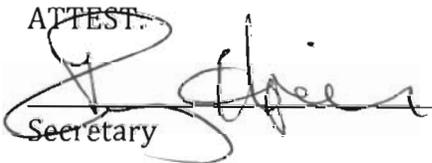
**YUKON CHAMBER OF COMMERCE**

\_\_\_\_\_  
Ken Smith, Mayor

  
\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
City Clerk

ATTEST:  
  
\_\_\_\_\_  
Secretary

APPROVED BY:

  
\_\_\_\_\_  
Michael D. Segler  
City Attorney



**DATE:** August 13, 2014  
**FROM:** Arnold Adams / Public Works Director  
**TO:** Grayson Bottom / City Manager  
**CC:** Doug Shivers / City Clerk  
**RE:** Agenda Item – Water line- Walmart Marketplace

### **MEMORANDUM**

Grayson, I am requesting your approval to install a new 12" water line from Yukon Parkway west to the Nazarene Church on the north side of the road. All the maps, including the engineers, has shown an existing water line in that location, however upon further investigation, we have determined there is no water line for the Walmart Marketplace store to tie into as well as these 2 sections need to be looped to prevent 2 dead end lines.

The attached quote for the new 12" water line, to include fire hydrant and parts, is not to exceed \$87,669.10. Upon your approval, I would respectfully request it be placed on the next available agenda.

*Brewer Construction Oklahoma, LLC*

*8301 SW 8th*

*P.O. Box 82457 Oklahoma City, OK 73148-0457*

*405-787-4962*

*Fax: 405-495-8972*

August 7th, 2014

City Of Yukon  
c/o Triad Design Group  
Attn. Robbie Williams P.E.  
3020 N.W. 149 th Street  
Oklahoma City Okla. 73134

RE: 2014 Yukon Concrete, Asphalt Paving  
W/ Drainage, Water And Sewer Contract  
12" Waterline From Yukon Parkway West  
To Nazerene Church on Main Street

QUOTE

Description	Quantity	Unit Bid Price	Unit Bid Total
12" PVC Waterline	1640 L.F.	\$ 38.50	\$ 63,140.00
Fire Hydrant	1 Ea.	\$ 2,880.00	\$ 2,880.00
12" Gate Valve	1 Ea.	\$ 2,250.00	\$ 2,250.00
6" Gate Valve	1 Ea.	\$ 882.00	\$ 882.00
Ductile Iron Fittings	467 Lbs.	\$ 7.30	\$ 3,409.10
6" Mega Lugs	4 Ea.	\$ 86.00	\$ 344.00
8" Mega Lugs	1 Ea.	\$ 110.00	\$ 110.00
12" Mega Lugs	9 Ea.	\$ 178.00	\$ 1,602.00
Sand	450 Ton	\$ 15.00	\$ 6,750.00
Solid Slab Sod 200 + sy	1100 S.Y.	\$ 2.25	\$ 2,475.00
Testing & Disinfection	1640 L.F.	\$ 1.80	\$ 2,952.00
Traffic Control	1 L.S.	\$ 875.00	\$ 875.00
		<b>Total Quote</b>	<b>\$ 87,669.10</b>

Thank You  
Brewer Construction Oklahoma LLC



Kevin Brewer

**CITY OF YUKON, OKLAHOMA  
ENGINEERING CONTRACT**

This contract entered into between the City of Yukon, Oklahoma, hereinafter called the "City"; and Triad Design Group, Inc., 3020 N.W. 149<sup>th</sup> Street, Oklahoma City, Oklahoma, hereinafter called the "Consulting Engineer", for the purpose of providing the following, to wit:

Preliminary plans, final plans, specifications, estimates, construction administration, and revised Environmental Assessment/Categorical Exclusion for the construction of the Frisco Water Tower and 12" Waterline Distribution Project and Sanitary Sewer Trenchless Technology (Pipe Bursting) within the City of Yukon.

The intent of this contract is to make the necessary investigations and develop detailed construction plans when called for in the foregoing project description or as provided in the special contract requirements listed and included as part of Exhibit "A" attached hereto and made a part hereof.

**SECTION 1**

The Consulting Engineer agrees:

1. The Consulting Engineer shall compute and place upon the construction plans, right-of-way ties to the survey line or a construction reference line, whichever is the most feasible for the purpose of staking the right-of-way line for construction operations.
2. To prepare and furnish completed detailed construction plans, when called for in the project descriptions in accordance with the City policy and pertinent special provisions and specifications listed and included as part of Exhibit "A" attached hereto and made a part hereof.
3. To prepare and furnish completed detailed construction plans and Pay Quantity computations as described in the project descriptions in accordance with the City of Yukon general specifications and pertinent special provisions and specifications.
4. To perform an updated Environmental Assessment for the Frisco Water Tower and 12" Waterline, and a Categorical Exclusion for the Sanitary Sewer Trenchless Technology (Pipe Bursting), that meet the requirements of the Corps of Engineers.
5. To comply with all federal, state, and local laws, regulations and ordinances applicable to the work, and procure all necessary licenses and permits.
6. To be available for such conferences as the City may deem necessary in connection with the work, and the City shall have the right to inspect the work at all reasonable times at City offices or offices located at 3020 N.W. 149<sup>th</sup> Street.
7. That prior to beginning the work, the Engineer shall obtain and furnish current copies (certificates) to the City of:
  - A) Workers' Compensation Insurance in accordance with the laws of the State of Oklahoma.
  - B) Valuable paper insurance in the total amount of this contract to assure the restoration, in the event of their loss or destruction, of any field notes, tracings, or plans obtained or prepared as a part of this engineering contract and/or any field notes, tracings, or plans furnished by the City for use in obtaining data for preparation of plans on this engineering contract, and to furnish

and/or return same to the City upon the completion and acceptance of the plans and specifications.

C) Professional Liability Insurance in the amount of \$1,000,000. This insurance (A, B, and C) shall be maintained in full force and effect during the life of this engineering contract.

8. That the Engineer and his subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times, during the contract period for three years from the date of final payment under the contract, for inspection by the City and copies thereof shall be furnished if requested.

## SECTION 2

The City agrees:

1. To pay a total fee as shown in Exhibit "A" as determined by the final construction costs.

Said payments to be made in progressive payments as provided in the "Schedule of Progressive Payments" listed and included as a part of Exhibit "A" attached hereto and made a part hereof.

2. To make and furnish all necessary subsurface explorations, test analyses, and soil survey.
3. To furnish the logs of borings or soundings showing apparent subsurface conditions and materials.

## SECTION 3

It is further mutually agreed by the City and the Consulting Engineer that:

1. A written notice by the City to proceed will be made to the Consulting Engineer for the project to be designed. The Consulting Engineer in concert with the City will provide the City with a detailed time schedule for the project to be designed.
2. The Consulting Engineer will furnish to the City a complete set of construction plan tracings and the necessary special provisions for the project.
3. When the plans are completed to the preliminary state, the Consulting Engineer will meet with the City and/or Corps of Engineers to review the design features to be incorporated in the final plans.
4. For any major revision in the character or scope of the work in design ordered in writing by the City, after the performance of a substantial amount of work on the plans, a supplemental agreement will be negotiated, prior to performing the additional work.
5. The City reserves the right to delete any portion of this contract at any time, and if such is done, the total engineering fee shall be reduced in the same ratio as the estimated cost of the work deleted varies with the estimated cost of the work as originally planned, or when appropriate, the engineering fee shall be computed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted, the Consulting Engineer shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
6. The City reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Consulting Engineer shall be paid by the City the reasonable value for the data

delivered or ready for delivery upon receipt thereof, and such determination by the City shall be conclusive and binding.

- 7. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred for determination by the City or their duly authorized representative whose decision after approval by the City in the matter shall be final and conclusive on the parties to the contract.
- 8. The Consulting Engineer shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
- 9. All work performed and submitted under this contract shall be done in a manner acceptable to the City and all tracings, plans, computation, specifications, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the City and that basic survey notes and sketches, charts, computations, and other data prepared or obtained under such contract shall be made available upon request, to the City without restriction of limitation on their use.
- 10. The Consulting Engineer shall sign the plans submitted to the City and affix his Oklahoma seal thereto as proof that he is a Registered Professional Engineer in the State of Oklahoma.
- 11. The Consulting Engineer shall furnish at his expense, prints that may be requested by the City.
- 12. This agreement shall be binding upon and inure to the benefit of successors or assigns of the parties hereto.

IN WITNESS WHEREOF we have hereunto set our hands and seals, the Consulting Engineer on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and the City on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TRIAD DESIGN GROUP, INC.

ATTEST:

\_\_\_\_\_

President

\_\_\_\_\_  
Secretary

THE CITY OF YUKON

ATTEST:

\_\_\_\_\_

Mayor

\_\_\_\_\_  
City Clerk

EXHIBIT "A"

SPECIAL CONTRACT REQUIREMENTS

PAYMENT OF CLAIMS

The City agrees to approve the payment of claims for the work performed, in the manner and at the times hereinafter specified when the amount claimed shall become due under the terms of this contract.

The Consulting Engineer shall be entitled to the following fee based on final construction cost of the project upon completion and acceptance of the completed project. The Consulting Engineer shall be entitled to payments in accordance with the following schedule of progressive payments. Partial payments shall be based on the estimated construction cost of the project, and shall be submitted not more than once per month for payment.

SCHEDULE OF PROGRESSIVE PAYMENTS

The Engineer shall be entitled to an accumulative total payment of 25% of the total fee upon completion of the Field Survey.

The Engineer shall be entitled to an accumulative total payment of 50% of the total fee upon completion and approval of the Preliminary Plans.

The Engineer shall be entitled to an accumulative total payment of 95% of the total fee upon completion and approval of the Final Construction Plans.

The Engineer shall be entitled to an accumulative total payment of 100% of the total fee upon completion and approval of the project by the City and submittal of as-built plans.

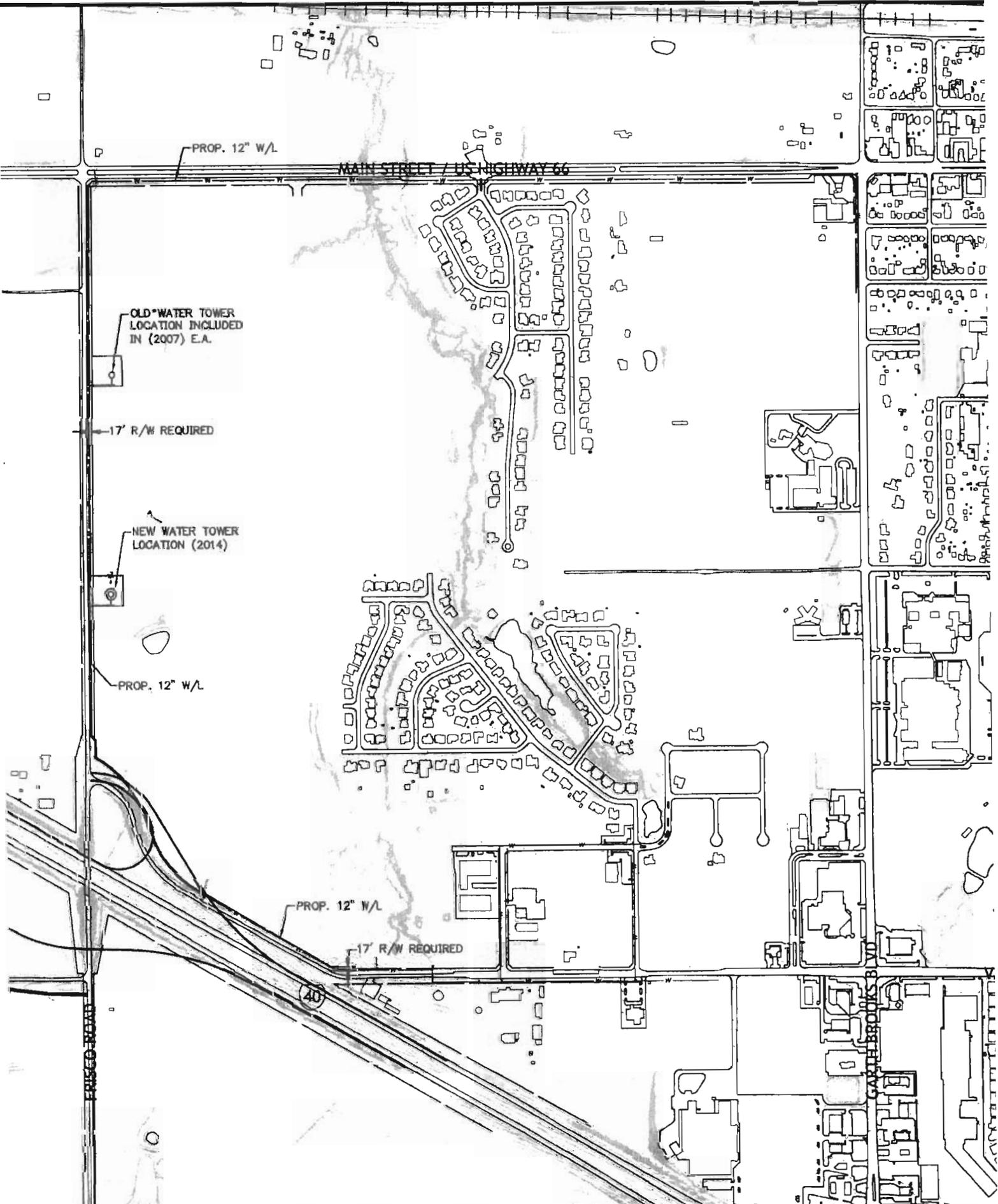
FEE SCHEDULE CONSTRUCTION DOCUMENTS	
Construction Cost	Fee Percentage
\$4,500,000 (Est.)	5.11% (\$230,000)

FEE SCHEDULE UPDATED ENVIRONMENTAL ASSESSMENT / CATEGORICAL EXCLUSION
\$56,500

ADDITIONAL SERVICES FEE SCHEDULE RIGHT-OF-WAY ACQUISITION / RIGHT OF ENTRY SERVICES
\$20,000

Yukon/Corp of Engineer Fee Breakdown

Description	ESTIMATED CONSTRUCTION		
	COST	FEE %	FEE
12" WATERLINE	\$1,000,000.00	6.00	\$60,000.00
FRISCO WATER TOWER	\$2,500,000.00	6.00	\$150,000.00
TRENCHLESS TECHNOLOGY (PIPE BURSTING)	\$1,000,000.00	5.00	\$50,000.00
TOTAL	\$4,500,000.00	5.78	\$260,000.00
12" WATERLINE CREDIT			\$30,000.00
TOTAL FEE CONSTRUCTION DOCUMENTS	\$4,500,000.00	5.11	\$230,000.00
ENVIRONMENTAL ASSESSMENT/CATEGORICAL EXCLUSION			\$56,500.00
ADDITIONAL SERVICES - RIGHT OF WAY ACQUISITION			\$20,000.00
NOTE: \$4,760,000 AVAILABLE FOR CONSTRUCTION AND LAND ACQUISITION			

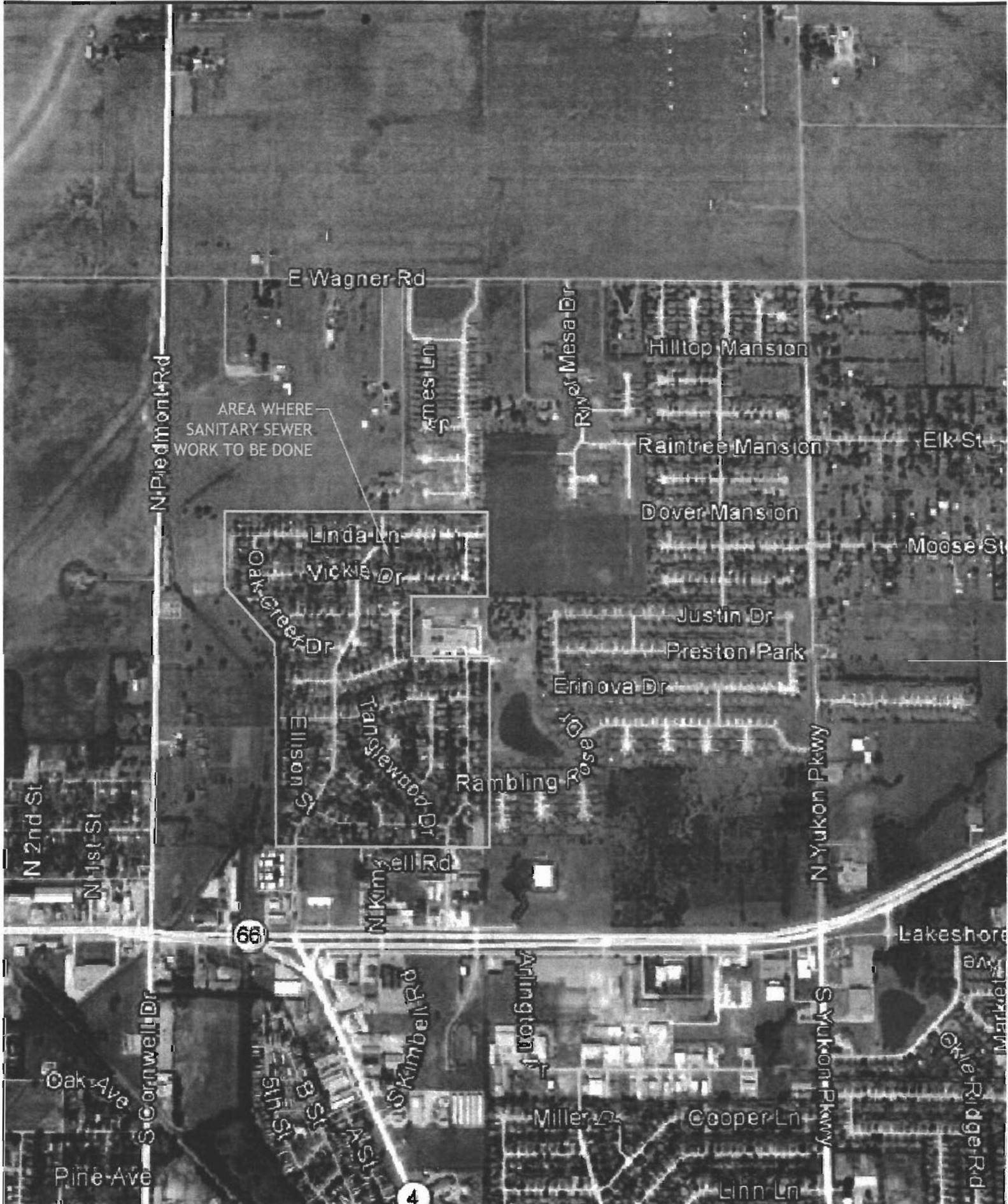


NW/C SEC. 19 IRON PIN MAG NAIL  
 N=184950.69, E=2034707.41  
 ELEV.=1317.24

DATE: DATE  
 SCALE: AS SHOWN  
 DRWN BY: JLG

LOCATION MAP

FRISCO ROAD WATER



DATE: 06-12-2014  
 SCALE: AS SHOWN  
 DRWN BY: MTD

**LOCATION MAP**

RANCHWOOD HILLS ADDITION  
 YUKON, OKLAHOMA



**CONTRACT FOR PROFESSIONAL SERVICES**

This contract entered into between the **City of Yukon, Oklahoma**, hereinafter called the “City”, and **Triad Design Group, Inc.**, 3020 Northwest 149<sup>th</sup> Street, Oklahoma City, OK 73134, hereinafter called the “**Consulting Engineer**”, for the purpose of providing the following, to wit:

Studies, surveys, preliminary plans for plan-in-hand, and hydraulics for the Phase I design of the I-40 and Frisco Road Interchange.

The intent of this contract is to provide professional engineering services for the above project which include making the necessary investigations and developing plans when called for in the foregoing project description and as provided in the special contract requirements listed and included as part of Exhibit “A” attached hereto and made a part hereof, with the most feasible design from the standpoint of geometric configuration and grades, economy, safety, traffic services, and environmental consideration for highway(s) under consideration, subject to the approval of the City.

**SECTION 1**

**The Consulting Engineer agrees:**

- 1. To prepare and furnish complete detailed studies and preliminary plans, when called for in the project descriptions in accordance with ODOT’s policy and pertinent special provisions and specifications listed and included as part of Exhibit “A” attached hereto and made a part hereof.
- 2. To comply with all federal, state, and local laws, regulations and ordinances applicable to the work, and to procure all necessary licenses and permits:
- 3. To be available for such conferences as the City may deem necessary in connection with the work, and the City shall have the right to inspect the work at all reasonable times at an acceptable working office or offices located at 3020 Northwest 149<sup>th</sup> Street, Oklahoma City, Oklahoma.
- 4. That prior to beginning the work the Engineer shall obtain and furnish current copies (certificates) to the City of:
  - A) Worker’s Compensation Insurance in accordance with the laws of the State of Oklahoma.
  - B) Valuable paper insurance to assure the restoration, in the event of their loss or destruction, of any field notes, tracings, or plans obtained or prepared as a part of this engineering contract and/or any field notes, tracings, or plans furnished by the City for use in obtaining data for preparation of plans on this engineering contract, and to furnish and/or return same to the City upon the completion and acceptance of the plans and specifications.
  - C) Professional Liability Insurance in the amount of \$1,000,000. This insurance (A, B and C) shall be maintained in full force and effect during the life of this engineering contract.
- 5. To coordinate his engineering work with the Consulting Engineer, or engineers, if any, performing the immediately adjoining engineering work, and to furnish and share survey and plan data in such a manner as will facilitate and expedite the completion of contracts for adjacent engineering work. Any written report or document generated by the Consulting Engineer in

connection with this project shall become the property of the City without any right of the Consulting Engineer to restrict said use in any manner by the City.

6. That he and his subcontractors are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times, during the contract period for three years from the date of final payment under the contract, for inspection by the City and copies thereof shall be furnished if requested.

## **SECTION NO. 2**

### **The City agrees:**

To pay a total fee as shown in Exhibit "A" as work is authorized by the City. Said payments to be made in progressive payments as provided in the "Fee Proposal" listed and included as a part of Attachment "A" attached hereto and made a part hereof.

## **SECTION NO. 3**

### **It is further mutually agreed by the City and the Consulting Engineer that:**

1. A written notice will be made to the Consulting Engineer by setting out the date he is to begin the prosecution of the contract work.
2. When the plans are completed to the plan-in-hand stage, representatives of the City will accompany the Consulting Engineer and other governing bodies on a plan-in-hand investigation with a view of mutual determination of design features to be incorporated in the final plans.
3. For any major revision in the character or scope of the work in design ordered in writing by the City, after the performance of a substantial amount of work on the plans, a supplemental agreement will be negotiated, prior to performing the additional work.
4. The City reserves the right to delete any portion of this contract at any time, and if such is done, the total engineering fee shall be reduced in the same ratio as the estimated cost of the work deleted varies with the estimated cost of the work as originally planned, or when appropriate, the engineering fee shall be computed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted, the Consulting Engineer shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
5. The City reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Consulting Engineer shall be paid by the City the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the City shall be conclusive and binding.
6. The Consulting Engineer shall furnish all services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.

7. All work performed and submitted under this contract shall be done in a manner acceptable to the City and all tracings, plans, computation, specifications, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the City and that basic survey notes and sketches, charts, computations, and other data prepared or obtained under such contract shall be made available upon request, to the City without restriction or limitation on their use.
8. The Consulting Engineer shall sign the plans submitted to the City and affix his Oklahoma seal thereto as proof that he is a Registered Professional Engineer in the State of Oklahoma.
9. This agreement cannot be assigned or subcontracted by either party without written approval of the other party.

IN WITNESS WHEREOF we have hereunto set our hands and seals, the Consulting Engineer on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and the City on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TRIAD DESIGN GROUP, INC.  
Consulting Engineer

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

THE CITY OF YUKON

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**FRISCO ROAD AND I-40 INTERCHANGE  
PHASE I  
SCOPE OF WORK**

The Scope of Work shall include all meetings, on-site reviews and any additional work required for the preparation of studies, surveys and preliminary plans for Phase I for the Frisco Road and I-40 Interchange in Canadian County.

**SECTION 1: ROADWAY PLANS**

All roadways will be designed according to "A Policy on Geometric Design of Highways and Streets, 2011" and the "ODOT Design Manual". Plans will be prepared in a format that will support the submittal of plans, 2009 specifications, and estimates (PS&E's) further described as follows:

- 1.1 Conceptual plans will be developed for one (1) alternate for the proposed I-40 and Frisco Road Interchange. The conceptual plans will include the following:
  - 1.1.1 Alignment of I-40, Frisco Road, and ramps.
  - 1.1.2 Geometric data for I-40, Frisco Road, and ramps.
  - 1.1.3 Pavement dimensions.
  - 1.1.4 Existing right-of-way.
  - 1.1.5 Proposed bridges.
  - 1.1.6 Preliminary top of cut/toe of slopes generated from a single, initial cross-section run.
  - 1.1.7 Access control requirements.
  - 1.1.8 Proposed right-of-way.
  - 1.1.9 Conceptual Construction Cost Opinion.
  - 1.1.10 After ODOT approval of concepts, ODOT shall submit to FHWA for concept approval.
  - 1.1.11 Deliverables to ODOT and City shall consist of five (5) copies of the conceptual plans.
- 1.2 Access Justification Report- With a new Interstate-to-crossroad interchange, FHWA requires an access justification report (AJR). The AJR shall include the following:

- 1.2.1 A clear description of the proposed new or revised access.
- 1.2.2 Purpose and need for the new or revised access point, i.e., why it is needed.
- 1.2.3 Total estimated cost of the project (includes ROW, Utilities, Design and Construction Costs).
- 1.2.4 Additional background supporting information that will help explain and/or support the proposal, e.g., developer driven, known public opposition, status of the NEPA process including the summary of any input received from public meetings, source of project funding, implementation schedule, etc.
- 1.2.5 Any known "Areas of Concern" (e.g., environmental, safety, etc.). A crash analysis summary will be included for the new access request. Identify all presently known "High Crash Locations" within or adjacent to the project limits, and proposed mitigation measures to improve safety in the future. FHWA will be assured that there will be steps taken so that either no impact or only minimal adverse impact on safety and operation of the Interstate facility itself will occur.
- 1.2.6 A statement indicating what effect the added interchange will have on the Interstates safety and operation will be provided. (e.g. The project analysis proves there is minimal adverse impact on the safety and operations of the Interstate, a statement indicating this is required.)
- 1.2.7 Distances to and size of communities or facilities directly served.
- 1.2.8 Relationship and distance of the interchange to adjacent interchanges, adequacy of acceleration, deceleration and weaving lengths, and the ability to provide adequate signing.
- 1.2.9 Identification of necessary design exceptions from ODOT's currently adopted design standards.
- 1.2.10 Additional proposed traffic signalization and signing (if applicable).
- 1.2.11 Ability of the interchange to provide lane balance and the basic number of lanes.
- 1.2.12 FHWA policy states: *"Existing Facilities: The need being addressed by the request cannot be adequately satisfied by existing interchanges to the Interstate, and/or local roads and streets in the corridor can neither provide the desired access, nor can they be reasonably improved (such as access control along surface streets, improving traffic control, modifying ramp terminals and intersections, adding turn bays or*

*lengthening storage) to satisfactorily accommodate the design-year traffic demands (23 CFR 252.2(a)).”*

Analyze and justify that the project design-year traffic demands cannot be adequately accommodated by existing access to the Interstate by demonstrating that an access point is needed for regional traffic needs and not to solve local system needs or problems. The Interstate facility should not be considered part of the local circulation system but should be maintained as the main regional and interstate highway it was intended to be.

In the case of adding the new interchange, evaluate or consider whether existing or possible future roads or streets generally parallel to the Interstate facility that could be used as a connection to existing adjacent interchange ramps in lieu of adding a new interchange or ramps.

- 1.2.13 FHWA policy states: *“Transportation System Management: The need being addressed by the request cannot be adequately satisfied by reasonable transportation system management (such as ramp metering, mass transit, and HOV facilities), geometric design, and alternative improvements to the Interstate without the proposed change(s) in access.”*

All reasonable alternatives, including ramp metering, mass transit, HOV lanes and improvements to the existing local roads and streets in lieu of new access, will be fully considered.

- 1.2.14 FHWA policy states: *“Access Connections and Design: The proposed access connects to a public road only and will provide for all traffic movements. Less than “full interchanges” may be considered on a case-by-case basis for applications requiring special access for managed lanes (e.g., transit, HOV’s, HOT lanes) or park and ride lots. The proposed access will be designed to meet or exceed current standards (23 CFR 625.2(a), 625.2(a)(2), and 655.603(d)).”*

The proposed access connects to a public road only, meets or exceeds current design standards and the interchange will provide for all basic movements.

- 1.2.15 FHWA policy states: *“Transportation Land Use Plans: The proposal considers and is consistent with local and regional land use and transportation plans. Prior to receiving final approval, all requests for new or revised access must be included in an adopted Metropolitan Transportation Plan, in the adopted Statewide or Metropolitan Transportation Improvement Program (STIP or TIP), and the Congestion Management Process within transportation management areas, as appropriate, and as specified in 23 CFR part 450, and the transportation conformity requirements of 40 CFR parts 51 and 93.”*

Sufficient review and coordination will be provided so as not to have piece-meal consideration of added access and to avoid as much as possible future conflict with other, possibly more needed access. A discussion as to how the current proposal fits into the overall plans for the area and, if it is an addition to the current plans for the area, how it fits in and affects the current plans will be prepared.

- 1.2.16 FHWA policy states: *“Comprehensive Interstate Network Study: In corridors where potential exists for future multiple interchange additions, a comprehensive corridor or network study must accompany all requests for new or revised access with recommendations that address all of the proposed and desired access changes within the context of a longer-range system or network plan (23 U.S.C. 109(d), 23 CFR 625.2(a), 655.603(d), and 771.111).”*

An analysis and consideration to all proposed changes in access for an area at the same time will be addressed. Refer to “Revisions Requiring FHWA Approval” of the policy for guidance regarding adjacent interchange spacing which triggers the need for FHWA approval. If a new or revised interchange is being proposed and another new or revised adjacent interchange is being planned and programmed by ODOT then both changes shall be analyzed together.

- 1.2.17 FHWA policy states: *“Coordination with Transportation System Improvements: When a new or revised access point is due to a new, expanded, or substantial change in current or planned future development or land use, requests must demonstrate appropriate coordination has occurred between the development and any proposed transportation system improvements (23 CFR 625.2(a) and 655.603(d)). The request must describe the commitments agreed upon to assure adequate collection and dispersion of the traffic resulting from the development with the adjoining local street network and Interstate access point (23 CFR 625.2(a) and 655.603(d)).”*

It is recognized that more and more private involvement in transportation improvements will be happening in the future. It is incumbent upon ODOT, to assure that the highway facilities are developed in an orderly and coordinated manner to serve the public. Therefore, when private development is clearly the driving force behind the need for access, it is only reasonable that the ODOT and the developer work closely together in order to develop the access to achieve mutual benefits with minimal adverse impact on the Interstate travelers. Stage construction could be used where extensive private development is not expected to be completed for several years. The developer might be required to have certain parts of the local circulation system ready before ramps can be constructed or opened to traffic. In some heavily congested areas the developer might be required to provide ride sharing incentives or even assist in providing transit facilities. Therefore to accomplish any

coordination that might be possible, even if it is only to know what each is doing and when will be provided.

Such coordination and cooperation is appropriate where a developer has agreed to fund or perhaps even construct access at the same time the ODOT is planning or is already in the process of improving that particular section of the Interstate route. It is only reasonable that such activities be coordinated to ensure compatibility.

- 1.2.18 FHWA policy states: *“Status of NEPA: The proposal can be expected to be included as an alternative in the required environmental evaluation, review and processing. The proposal should include supporting information and current status of the environmental processing (23 CFR 771.111).”*

Information relative to the status of NEPA processes, with regard to the access request [eg., anticipated schedule dates, public hearing dates, public support or opposition, recent activities, future activities, etc.] will be reported.

- 1.2.19 FHWA policy states: *“An operational and safety analysis has concluded that the proposed change in access does not have a significant adverse impact on the safety and operation of the Interstate facility (which includes mainline lanes, existing, new, or modified ramps, ramp intersections with crossroad) or on the local street network based on both the current and the planned future traffic projections. The analysis shall, particularly in urbanized areas, include at least the first adjacent existing or proposed change in access (23 CFR 625.2(a), 655.603(d) and 771.111(f)), the crossroads and the local street network, to at least the first major analysis to the extent necessary to fully evaluate the safety and operational impacts that the proposed change in access and other transportation improvements may have on the local street network (23 CFR 625.2(a) and 655.603(d)). Requests for a proposed change in access must include a description and assessment of the impacts and ability of the proposed changes to safely and efficiently collect, distribute and accommodate traffic on the Interstate facility, ramps, intersection of ramps with crossroad, and local street network (23 CFR 625.2(a) and 655.603(d)). Each request must also include a conceptual plan of the type and location of the signs proposed to support each design alternative (23 U.S.C 109(d) and 23 CFR 655.603(d)).”*

Sufficient operational analyses will be made to determine the impact of the new access on the Interstate operation. For consistency, it is anticipated that the current Transportation Research Board (TRB) “Highway Capacity Manual” (HCM) analysis procedures will be used. All Highway Capacity Manual calculations shall be submitted with the request. If Highway Capacity Software is used, all input and output data shall be submitted. At a minimum, the operational impact on the mainline

Interstate between the proposed new/revised access and the adjacent existing interchanges on either side will be analyzed. The analysis will be extended as far along the mainline and include as many existing interchanges as is necessary to establish the extent and scope of the impacts.

1.3 Operational Analysis – The operational analysis for the I-40 and Frisco Road Interchange is proposed to be completed utilizing the ODOT approved 2035 design year traffic volume projections. The operational analysis shall include the following:

1.3.1 Interchange Location Map: A dimensioned, detailed drawing of the design elements of the Existing and Proposed Change Conditions, including (as applicable): project limits, adjacent interchange(s), “ramp to be added”, “ramp to be removed”, “relocation of ramp gore”, configuration, travel lanes and shoulder widths, ramp radii, ramp grades, acceleration lane lengths, deceleration lane lengths, taper lengths, auxiliary/operational lane(s)”, and “collector/distributor road(s)”.

The drawing (and/or report wording) will identify all presently known pertinent engineering design details of the proposed change. Design exceptions from current ODOT Design Manual criteria shall be clearly identified and compared with current AASHTO standards.

Another drawing will be provided showing the traffic volumes for all turning movements as well as mainline, ramp, and local road traffic volumes. Identify current and design year ADT and DHV.

1.3.2 Highway Capacity Analysis: The current TRB Highway Capacity Manual (HCM), or current version of the Highway Capacity Software (HCS) will be used for the needed engineering analyses. An acceptable engineering analysis for determining engineering acceptability and feasibility will need to be determined jointly by the FHWA and the ODOT. The engineering analysis shall include all of the following, unless otherwise agreed to by the ODOT and FHWA:

1.3.2.1 Existing Peak Hour Volumes: Plan view map of existing facility, with ramps and Interstate through lanes labeled with existing AADT, DHV “AM Peak Hour” and “PM Peak Hour” volumes, truck AADT volumes, and truck DHV percentages.

1.3.2.2 Design Year No-Build Peak Hour Volumes: Plan view map of existing facility, with ramps and Interstate through lanes labeled with the Design Year No-Build AADT, DHV “AM Peak Hour” and “PM Peak Hour” volumes, and truck DHV percentages.

1.3.2.3 Design Year Build Peak Hour Volumes: Plan view map of proposed of facility showing the coordination of lane balance,

number of lanes on ramps and the Interstate through lanes labeled, with the Design Year Build ADT, DHV "AM Peak Hour" and "PM Peak Hour" Volumes, and DHV truck percentages.

- 1.3.2.4 Summary of Operational Analysis: Preferably, a table listing the "Freeway LOS", "Ramp LOS", "Weave LOS", and "Non-Weave LOS" for the corresponding Existing AM/PM, Design Year "No-Build" AM/PM, and Design Year "Build" AM/PM for various interstate on-ramps, off-ramps, and through lanes.
- 1.3.2.5 If the existing facility is not currently operating at a level-of-service "E" or "F", traffic data and level-of-service for the year the facility reaches its capacity should be provided unless it is beyond 20-years after the opening of the project to traffic.
- 1.3.2.6 Existing Peak Hour Levels of Service: Plan view map, with ramps, interstate through lanes, and crossroads labeled with calculated Existing "AM Peak Hour Level of Service" values and "PM Peak Hour Level of Service" values.
- 1.3.2.7 Design Year No-Build Peak Hour Levels of Service: Plan view map, with ramps, Interstate through lanes, and crossroads labeled with calculated Design Year No-Build "AM Peak Hour Level of Service" values and "PM Peak Hour Level of Service" values.
- 1.3.2.8 Basic Freeway Segments Analyses of Existing Conditions: Preferably, program inputs and outputs from the latest release of the *Highway Capacity Software (HCS)*, for all adjacent freeway segments.
- 1.3.2.9 Basic Freeway Segments Analyses of the Design Year "No-Build" Conditions.
- 1.3.2.10 Basic Freeway Segments Analyses of the Design Year "Build" Conditions.
- 1.3.2.11 Ramp Junction Analyses of the Existing Conditions
- 1.3.2.12 Ramp Junction Analyses (including Queue Analysis) of the Design Year "No-Build" Conditions
- 1.3.2.13 Ramp Junction Analyses (including Queue Analysis) of the Design Year "Build" Conditions
- 1.3.2.14 Ramp Junction Signalized Intersection Analysis of the Design Year "No-Build" Conditions.

- 1.3.2.15 Ramp Junction Signalized Intersection Analysis of the Design Year “Build” Conditions.
  - 1.3.2.16 Weave Area Analyses of the Existing Conditions.
  - 1.3.2.17 Weave Area Analyses of the Design Year “No-Build” Conditions.
  - 1.3.2.18 Weave Area Analyses of the Design Year “Build” Conditions.
- 1.4 Provide preliminary construction plans that will incorporate 2009 specifications and shall be in accordance with ODOT guidelines for final plans preparation for roadway. The project is more specifically described as a folded diamond interchange with all ramp movements at I-40 and Frisco Road with Frisco Road spanning over I-40. The design speed for I-40 is 70 mph. Frisco Road will be a four (4) lane, curb and gutter section. The design speed for Frisco Road is 45 mph. Traffic signals will be provided at the interchange ramps if warranted.
- 1.4.1 Perform quality assurance/quality control reviews, make necessary corrections, and submit final plans.
  - 1.4.2 Incorporate environmental mitigation measures as required by the environmental documents.

## **SECTION 2: SURVEY**

The design survey for this project will be performed in accordance with ODOT Survey Divisions, “Specifications for Surveys for Primary and Secondary Highways” (rev. 1/11), “Survey Special Provisions”, and all attachments thereto. Update survey data sheets and update extents of survey are required for this project.

## **SECTION 3: NEPA CLEARANCE**

This Scope of Services outlines the tasks necessary to complete the NEPA Clearance for construction of a new I-40 interchange in Canadian County, Oklahoma. The proposed interchange location is I-40 at Frisco Road, and no relocations will be required.

The appropriate level of NEPA documentation is projected to be a “documented Categorical Exclusion”. Therefore, this scope assumes the studies and documentation will be prepared in compliance with the National Environmental Policy Act (NEPA), Federal Highway Administration (FHWA) Technical Memorandum 6640.8A and other federal laws, regulations and orders, and Oklahoma Department of Transportation (ODOT) *Scope of Services for Environmental Assessment for Projects*, dated September 13, 2010, or most recent applicable ODOT guidance documents. The NEPA process will consider a No-Build Alternative and one Build Alternative.

### 3.1 ENVIRONMENTAL DATA COLLECTION & EVALUATION

#### 3.1.1 Study Area Footprint and Preliminary Data Collection

An environmental study area footprint on an aerial background will be developed, based upon the proposed interchange design. The footprint will be located and sized so as to allow adequate consideration of all appropriate environmental parameters, and will be provided to ODOT staff for review and confirmation before proceeding with data collection.

Upon confirmation of the study area footprint, preliminary environmental data associated with the study area will be collected from a number of sources, including:

- Property identification information, including property ownership, military properties, OTA properties, public parks and recreational areas, wildlife and waterfowl refuges, cemeteries, and airports
- Utility information
- Historic property, archaeological site, and historic cemetery information from the ODOT Cultural Resource Specialist
- Available floodplain information including approximate 100-year floodplain limits using National Floodplain Insurance Program maps and other available sources to identify regulatory floodways
- Results of database search for hazardous waste, oil wells, and underground storage tanks; and LUST sites within 1/8<sup>th</sup> of a mile of the study area
- U.S. Fish and Wildlife Service list of threatened/endangered species and critical habitat
- Stream wetland and hydric soil information from National Wetland Inventory maps
- Natural Resource Conservation Service properties, including dam structures and Wetlands Restoration Program sites
- Noise-sensitive areas or areas with aesthetic issues

All pertinent information will be summarized on an environmental constraints map. The constraints map will be shared with the public for verification and addition of new information, as described in Section 2.

#### 3.1.2 Solicitation Letters

As soon as the project study area footprint is confirmed, solicitation letters will be prepared for all local, State, Tribal, and Federal officials that may have an interest in the proposed project or are located in the project area. The most current mailing list will be obtained from ODOT. The responses will be reviewed and all pertinent information will be included in the "documented Categorical Exclusion".

### 3.1.3 Detailed Data Collection – Build Alternative

For scoping purposes, it is assumed that detailed environmental data collection and specialist studies will be conducted for one Build Alternative only.

#### 3.1.3.1 Tribal Coordination

Consultant Engineer will file a request for initiation of Tribal coordination with ODOT's Tribal Liaison, with the understanding that any field studies will not commence until the 30-day response period for the Tribes is complete.

#### 3.1.3.2 Specialist Field Studies

- Landowner Notification

Landowner notification will be necessary.

- Cultural Resources Field Study

The cultural resources study will include an agency file/records search, a windshield survey of the corridor, and examination of waterways and floodplains that present the highest probability for prehistoric resources. Based upon Consultant Engineer's understanding of the project study area, the need for identification/documentation of standing structures considered to be potentially eligible for the NRHP is not anticipated. A Phase I report will be prepared for ODOT review, per ODOT's *Guidelines for Consultants Performing Cultural Resources Surveys for Oklahoma Department of Transportation*, dated March 2010 and *Cultural Resources Studies, A Manual for Cultural Resources Staff and Department Consultants*, dated May 2007. For scoping purposes, it is assumed that a pedestrian survey and minimal shovel testing will be required. Extensive excavation and documentation of artifacts, if necessary, will be an additional scope of work.

- Wetlands and Biological Field Study

A field survey will be conducted to assess the study area for wetlands and threatened/endangered species habitat. A wetlands finding document will be prepared and an effects determination will be made for each listed species, in accordance with ODOT's *Scope of Services for Biological Studies, Threatened & Endangered Species Assessment, Bald Eagle Habitat Assessment, Swallow Assessment, and Jurisdictional Waters and Wetlands Evaluation*, dated June 2010.

This scope assumes that no formal Section 7 consultation for threatened or endangered species will be required.

- Hazardous Waste Field Study

An Initial Site Assessment to determine the likelihood of hazardous wastes and/or Leaking Underground Storage Tanks (LUSTs) will be performed. A search of all local, State, and Federal files for any recorded sites in the project area will be conducted. A site visit to confirm locations and conduct a visual survey will be required. The summary report will be prepared in accordance with ODOT's *Hazardous Waste Scope of Services*, dated January 2010.

- Noise Study

As soon as the Preferred Alternative is identified, the ODOT Noise Specialist will be contacted to finalize the scope of noise study prior to starting the studies. For scoping purposes, it is assumed that computer modeling analysis will be conducted using FHWA Traffic Noise Model Version 2.5 (TNM 2.5) to determine existing and future noise levels associated with the Build Alternative. Field measurements of existing noise levels near identified sensitive receivers will be conducted to evaluate the impacts of future noise levels, as well as to calibrate and validate the modeling analysis. Preliminary consideration of noise mitigation and analysis of the reasonable or feasible criteria will be conducted for this report. If noise mitigation is recommended, the location and height of the barrier can be determined; however, engineering design of the sound walls will be an additional scope of work. All noise study efforts will be conducted in accordance with ODOT's "*Consultant Scope of Services, Traffic Noise Studies*", dated 07/21/11.

### 3.1.3.3 Other Environmental Considerations

- Farmland Impacts

A Form AD 1006 will be completed and sent with a cover letter to the NRCS. Upon receipt of the form back from NRCS, the form will be completed and a score calculated to determine if farmland impacts are anticipated.

- Section 4(f) or 6(f) Impacts

Although a 2002 historic survey of SH 66 across Oklahoma did not identify the segment within this project study area as being historically significant, this proposed scope and estimate is based upon the assumption that some level of special consideration of the potential historic significance of the roadway will be required.

- Wild & Scenic Rivers; Sensitive Waters Impacts

No wild and scenic rivers or sensitive waters are located within the study area.

- **Access Control & Land Use Impacts**  
The impacts anticipated from constructing a new interchange will be evaluated.
- **Relocations**  
No relocations are anticipated.
- **Environmental Justice Impacts**  
No environmental justice impacts are anticipated, as all impacted property will be under the control of the client.
- **Secondary/Cumulative Impacts**  
The secondary and/or cumulative impacts which may occur as a result of the Build Alternative will be evaluated.
- **Pedestrian and Bicycle Travel**  
The need for bicycle and pedestrian use facilities will be determined and addressed.
- **Air Quality Impacts**  
It is assumed Canadian County will remain an attainment area. Air quality impacts will be determined in accordance with the Clean Air Act using procedures developed for similar projects in the area.
- **Airport Impacts**  
The potential for impacts to C. E. Page Airport, located west of the proposed interchange, will be evaluated.
- **Visual Impacts**  
Visual impacts associated with the Build Alternative will be evaluated.
- **Right-of-Way**  
Additional right-of-way will be required for the proposed interchange.
- **Utilities**  
The client will bear the cost of all necessary utility relocation; therefore, utilities will not be addressed in the NEPA documentation.

### 3.2 PUBLIC INVOLVEMENT

Based upon discussions with ODOT, a public hearing is not required to support a documented categorical exclusion. For scoping purposes, the necessary public

involvement can be accomplished through planned meetings with the City of Yukon. The minutes or public record created by the officials will serve as documentation of the public involvement. Stakeholder, city council, and public meetings are anticipated.

### 3.3 ENVIRONMENTAL DOCUMENT PREPARATION

After all data collection and public involvement is complete, a documented Categorical Exclusion will be prepared. The document will be submitted to ODOT for concurrent review and comment by ODOT and FHWA. Upon receiving FHWA approval of the draft document, the NEPA clearance process will be considered complete.

**Exhibit "A" cont'd  
PHASE 1**

<b>Description</b>	<b>Design Fee</b>
Conceptual Plan & Feasibility Study	\$75,000
Survey	\$75,000
Highway Capacity & Access Justification Study	\$100,000
Traffic Study	\$50,000
Environmental Study	\$125,000
Roadway Design	\$300,000
Hydraulics / Hydrology	\$25,000
	<hr/>
	\$750,000

**I-40 & Frisco Road Interchange  
Contract Phasing**

**PHASE I**

Conceptual Plan & Feasibility Study	\$75,000
Survey	\$75,000
Highway Capacity & Access Justification Study	\$100,000
Traffic Study	\$50,000
Environmental Study	\$125,000
Preliminary Roadway Design	\$300,000
Hydraulics/Hydrology	\$25,000
	<hr/> \$750,000

**PHASE II**

Final Roadway Plans	\$500,000
Bridge A	\$200,000
404 Permit & Remediation	\$100,000
Bridge Geotech	\$25,000
Roadway Geotech	\$15,000
Traffic Control/Signals	\$75,000
Utility Coordination	\$50,000
	<hr/> \$965,000

## CONTRACT FOR PROFESSIONAL SERVICES

This contract entered into between the **City of Yukon, Oklahoma**, hereinafter called the “**City**”, and **Triad Design Group, Inc.**, 3020 Northwest 149<sup>th</sup> Street, Oklahoma City, OK 73134, hereinafter called the “**Consulting Engineer**”, for the purpose of providing the following, to wit:

Studies, final construction plans, estimates, geotechnical evaluation, and general engineering for the Phase II design of the I-40 and Frisco Road Interchange.

The intent of this contract is to provide professional engineering services for the above project which includes making the necessary investigations and developing detailed construction plans when called for in the foregoing project description and as provided in the special contract requirements listed and included as part of Exhibit “A” attached hereto and made a part hereof, with the most feasible design from the standpoint of geometric configuration and grades, economy, safety, traffic services, and environmental consideration for highway(s) under consideration, subject to the approval of the City.

### SECTION 1

**The Consulting Engineer agrees:**

1. To prepare and furnish complete detailed studies and construction plans, when called for in the project descriptions in accordance with ODOT’s policy and pertinent special provisions and specifications listed and included as part of Exhibit “A” attached hereto and made a part hereof.
2. To comply with all federal, state, and local laws, regulations and ordinances applicable to the work, and to procure all necessary licenses and permits:
3. To be available for such conferences as the City may deem necessary in connection with the work, and the City shall have the right to inspect the work at all reasonable times at an acceptable working office or offices located at 3020 Northwest 149<sup>th</sup> Street, Oklahoma City, Oklahoma.
4. That prior to beginning the work the Engineer shall obtain and furnish current copies (certificates) to the City of:
  - A) Worker’s Compensation Insurance in accordance with the laws of the State of Oklahoma.
  - B) Valuable paper insurance to assure the restoration, in the event of their loss or destruction, of any field notes, tracings, or plans obtained or prepared as a part of this engineering contract and/or any field notes, tracings, or plans furnished by the City for use in obtaining data for preparation of plans on this engineering contract, and to furnish and/or return same to the City upon the completion and acceptance of the plans and specifications.
  - C) Professional Liability Insurance in the amount of \$1,000,000. This insurance (A, B and C) shall be maintained in full force and effect during the life of this engineering contract.
5. To coordinate his engineering work with the Consulting Engineer, or engineers, if any, performing the immediately adjoining engineering work, and to furnish and share survey and plan data in such a manner as will facilitate and expedite the completion of contracts for adjacent engineering work. Any written report or document generated by the Consulting Engineer in

connection with this project shall become the property of the City without any right of the Consulting Engineer to restrict said use in any manner by the City.

6. That he and his subcontractors are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times, during the contract period for three years from the date of final payment under the contract, for inspection by the City and copies thereof shall be furnished if requested.

## **SECTION NO. 2**

### **The City agrees:**

To pay a total fee as shown in Exhibit "A" as work is authorized by the City. Said payments to be made in progressive payments as provided in the "Fee Proposal" listed and included as a part of Attachment "A" attached hereto and made a part hereof.

## **SECTION NO. 3**

### **It is further mutually agreed by the City and the Consulting Engineer that:**

1. A written notice will be made to the Consulting Engineer by setting out the date he is to begin the prosecution of the contract work.
2. When the plans are completed to the plan-in-hand stage, representatives of the City will accompany the Consulting Engineer and other governing bodies on a plan-in-hand investigation with a view of mutual determination of design features to be incorporated in the final plans.
3. For any major revision in the character or scope of the work in design ordered in writing by the City, after the performance of a substantial amount of work on the plans, a supplemental agreement will be negotiated, prior to performing the additional work.
4. The City reserves the right to delete any portion of this contract at any time, and if such is done, the total engineering fee shall be reduced in the same ratio as the estimated cost of the work deleted varies with the estimated cost of the work as originally planned, or when appropriate, the engineering fee shall be computed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted, the Consulting Engineer shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
5. The City reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Consulting Engineer shall be paid by the City the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the City shall be conclusive and binding.
6. The Consulting Engineer shall furnish all services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.

7. All work performed and submitted under this contract shall be done in a manner acceptable to the City and all tracings, plans, computation, specifications, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the City and that basic survey notes and sketches, charts, computations, and other data prepared or obtained under such contract shall be made available upon request, to the City without restriction or limitation on their use.
8. The Consulting Engineer shall sign the plans submitted to the City and affix his Oklahoma seal thereto as proof that he is a Registered Professional Engineer in the State of Oklahoma.
9. This agreement cannot be assigned or subcontracted by either party without written approval of the other party.

IN WITNESS WHEREOF we have hereunto set our hands and seals, the Consulting Engineer on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and the City on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TRIAD DESIGN GROUP, INC.  
Consulting Engineer

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

THE CITY OF YUKON

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**FRISCO ROAD AND I-40 INTERCHANGE  
PHASE II  
SCOPE OF WORK**

The Scope of Work shall include all meetings, on-site reviews and any additional work required for the preparation of final construction plans for the Frisco Road and I-40 Interchange in Canadian County.

**SECTION 1: ROADWAY PLANS**

All roadways will be designed according to "A Policy on Geometric Design of Highways and Streets, 2011" and the "ODOT Design Manual". Plans will be prepared in a format that will support the submittal of plans, 2009 specifications, and estimates (PS&E's) further described as follows:

- 1.1 Provide final construction plans that will incorporate 2009 specifications and shall be in accordance with ODOT guidelines for final plans preparation for roadway. The project is more specifically described as a folded diamond interchange with all ramp movements at I-40 and Frisco Road with Frisco Road spanning over I-40. The design speed for I-40 is 70 mph. Frisco Road will be a four (4) lane, curb and gutter section. The design speed for Frisco Road is 45 mph. Traffic signals will be provided at the interchange ramps if warranted.
  - 1.1.1 Prepare and submit required documents and permits, including 404 permits, to appropriate agencies.
  - 1.1.2 Provide design for horizontal alignment, vertical alignment and sight distance.
  - 1.1.3 Provide construction sequence study and construction traffic control/maintenance design.
  - 1.1.4 Provide Storm Water Pollution Prevention Plan (SWPPP) for roadway construction.
  - 1.1.5 Provide signage design including signing, striping and pavement marking.
  - 1.1.6 Prepare preliminary design plans and field review inspection.
  - 1.1.7 Prepare construction cost estimates.
  - 1.1.8 Incorporate available traffic data into final construction plans.
  - 1.1.9 Prepare final roadway construction plans including:
    - 1.1.9.1 Title Sheets

- 1.1.9.2 Typical sections and details
- 1.1.9.3 General notes and summary of pay quantities
- 1.1.9.4 Quantity schedules
- 1.1.9.5 Drainage maps & drainage record
- 1.1.9.6 Mass Diagrams
- 1.1.9.7 Geometric layout and traffic data
- 1.1.9.8 Plan and profile sheets (1"=30', including overlap)
- 1.1.9.9 Construction sequence and detailed traffic control sheets
- 1.1.9.10 Storm Water Management Plan
- 1.1.9.11 Construction erosion control plans
- 1.1.9.12 Signing and striping sheets
- 1.1.9.13 Geometric data sheets
- 1.1.9.14 Special details
- 1.1.9.15 Traffic Signal Plans
- 1.1.9.16 Survey data sheets
- 1.1.9.17 Cross Section Sheets
- 1.1.10 Perform quality assurance/quality control reviews, make necessary corrections, and submit final plans.
- 1.1.11 Incorporate environmental mitigation measures as required by the environmental documents.

## **SECTION 2: BRIDGE PLANS**

The bridge will be designed in accordance with the current AASHTO LRFD Bridge Design Specification, current ODOT design policies and current interims. All design calculations will be performed in US Customary Units (English), Project Plans will be prepared in accordance with ODOT policies and will be detailed in English units.

- 2.1 Bridge A Frisco Road – Final construction plans for the Frisco Road bridge are assumed to be a 316' long bridge with four (4) unequal spans, and a 96' clear

roadway width using PC beams. An F-shaped guardrail will be utilized on the outside edges of the bridge. Hydraulic studies are not required.

- 2.2 Perform structural analysis and design.
- 2.3 Prepare construction cost estimates.
- 2.4 Prepare bridge construction plans, including:
  - 2.4.1 General notes and summary of pay quantities.
  - 2.4.2 Quantity schedules
  - 2.4.3 Site plan
  - 2.4.4 Foundation sheets
  - 2.4.5 Details of piers
  - 2.4.6 General plan and elevation sheets
  - 2.4.7 Bridge details for superstructure, bearing pads and abutments.
  - 2.4.8 Applicable special miscellaneous details
- 2.5 Prepare preliminary design plans and field review inspections.
- 2.6 Perform quality assurance/quality control review, make necessary corrections, and submit final plans.

### **SECTION 3: GEOTECHNICAL**

- 3.1 Roadway – A pedological survey will be provided for ramps and Frisco Road. All work will be in compliance with “State of Oklahoma Department of Transportation Geotechnical Specifications for Roadway Design”.
- 3.2 Bridge – The geotechnical investigation for the Bridge A will be in compliance with “State of Oklahoma Department of Transportation Geotechnical Investigation of Bridges and Related Structures”. The bridge exploration will consist of five (5) borings.

**Exhibit "A" cont'd  
PHASE II**

<b>Description</b>	<b>Design Fee</b>
Roadway Design	\$500,000
Bridge A	\$200,000
404 Permit & Remediation	\$100,000
Bridge Geotech	\$25,000
Roadway Geotech	\$15,000
Traffic Control / Signals	\$75,000
Utility Coordination	<u>\$50,000</u>
	<b>\$965,000</b>

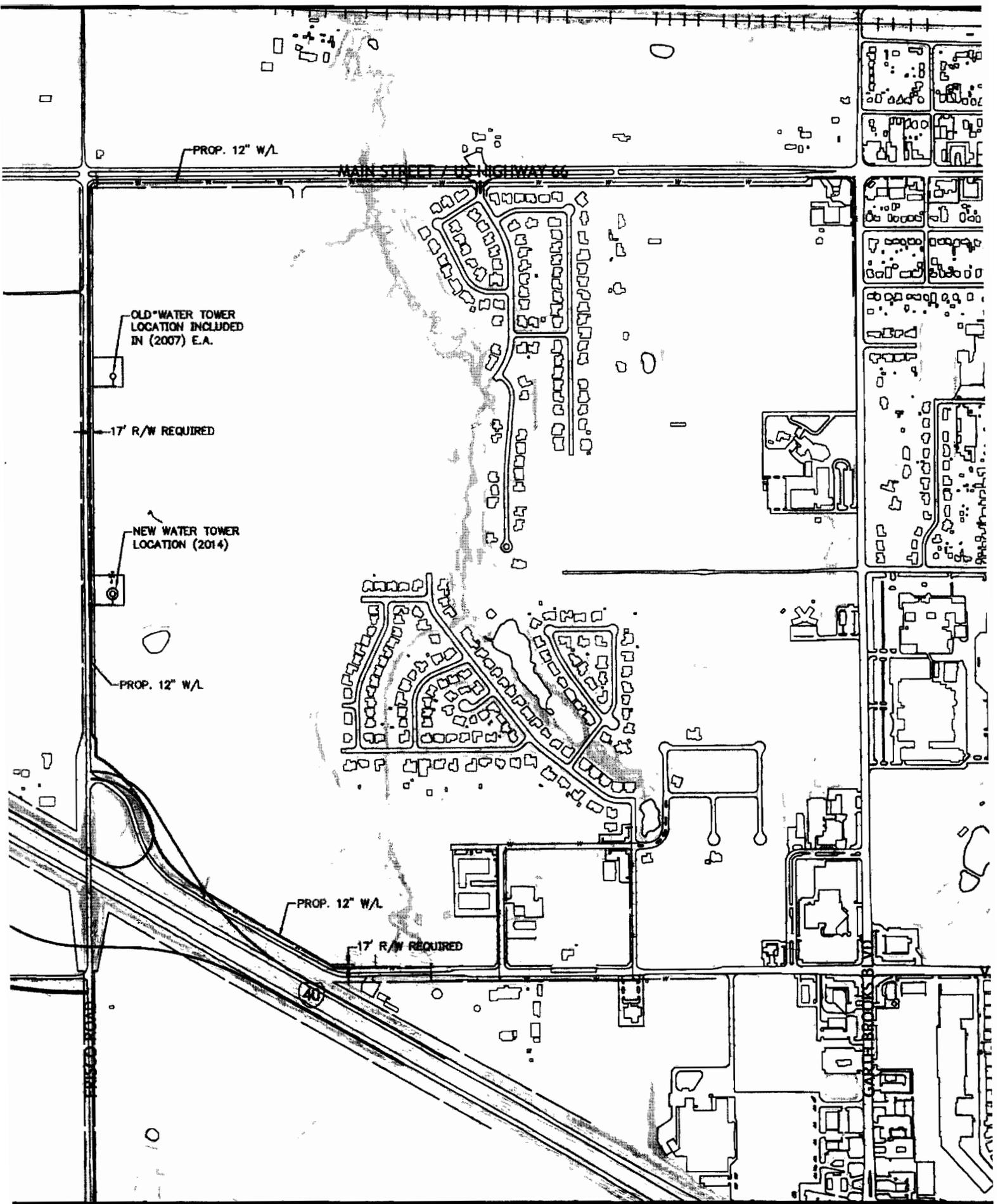
**I-40 & Frisco Road Interchange  
Contract Phasing**

**PHASE I**

Conceptual Plan & Feasibility Study	\$75,000
Survey	\$75,000
Highway Capacity & Access Justification Study	\$100,000
Traffic Study	\$50,000
Environmental Study	\$125,000
Preliminary Roadway Design	\$300,000
Hydraulics/Hydrology	\$25,000
	<hr/> \$750,000

**PHASE II**

Final Roadway Plans	\$500,000
Bridge A	\$200,000
404 Permit & Remediation	\$100,000
Bridge Geotech	\$25,000
Roadway Geotech	\$15,000
Traffic Control/Signals	\$75,000
Utility Coordination	\$50,000
	<hr/> \$965,000

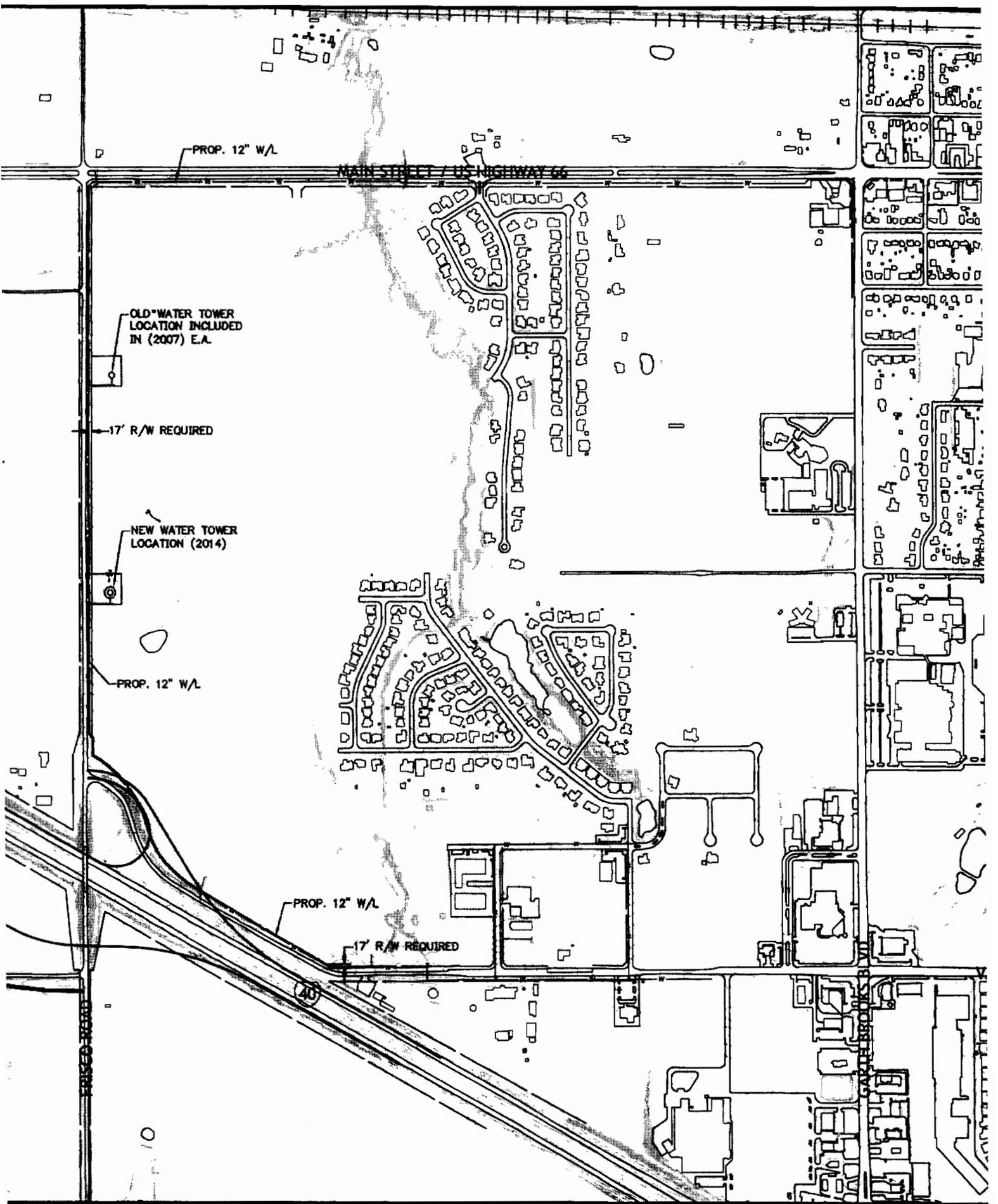


NW/C SEC. 19 IRON PIN MAG NAIL  
 N=184950.69, E=2034707.41  
 ELEV.=1317.24

DATE:     DATE  
 SCALE: AS SHOWN  
 DRWN BY: JLG

**LOCATION MAP**

**FRISCO ROAD WATER**



NW/C SEC. 19 IRON PIN MAG NAIL  
 N=184950.69, E=2034707.41  
 ELEV.=1317.24

DATE: DATE  
 SCALE: AS SHOWN  
 DRWN BY: JLG

LOCATION MAP

FRISCO ROAD WATER

**I-40 & Frisco Road Interchange  
Contract Phasing**

**PHASE I**

Conceptual Plan & Feasibility Study	\$75,000
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	<hr/> \$750,000

**PHASE II**

Final Roadway Plans	\$500,000
Bridge A	\$200,000
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Bridge Geotech	\$25,000
Roadway Geotech	\$15,000
Traffic Control/Signals	\$75,000
Utility Coordination	\$50,000
	<hr/> \$965,000