



**CITY COUNCIL AGENDA**  
**July 1, 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  
July 1, 2014 – 6:00 p.m.

- 1. Discussion of Charter change concerning Mayoral election**
- 2. Management comments regarding Project Priority List – Grayson Bottom**

# City Council - Municipal Authority Agendas

July 1, 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, June 30, 2014.

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## Invocation:

## 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 June 17, 2014
- B) Payment of material claims in the amount of \$62,109.07

## 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 June 17, 2014**
- B) Payment of material claims in the amount of \$368,295.35**
- C) Accepting Oklahoma Department of Environmental Quality Permit No. SL000009140451 for the construction of approximately 1,030 linear feet of eight (8) inch sewer line and appurtenances to serve the City of Yukon Wal-Mart Neighborhood Market No.: 3637-00 Sewer Line Extension Project, Canadian County, Oklahoma**
- D) Accepting Oklahoma Department of Environmental Quality Permit No. WL000009140422 for the construction of approximately 390 linear feet of six (6) inch and 1,310 linear feet of eight (8) inch water lines and appurtenances to serve the City of Yukon Wal-Mart Neighborhood Market No.: 3637-00 Sewer Line Extension Project, Canadian County, Oklahoma**
- E) The appointment of Leon Nelson to the board of the Spanish Cove Housing Authority, for a six-year in Office #3, as recommended by the Nominating Committee**
- F) An Interlocal Governmental Cooperation Agreement with the City of Piedmont, providing use of the Yukon jail, for the term of July 1, 2014 through June 30, 2015 for a rate of \$42.00 per day per prisoner (no change from 2013)**
- G) The renewal of the existing Interlocal Governmental Cooperation Agreement with the Canadian County Sheriff's Office, deputizing Yukon Police Officers, for the term of July 1, 2014 through June 30, 2015, as approved by the State Attorney General**
- H) The renewal of the existing Interlocal Governmental Cooperation Agreement with the Canadian County Sheriff's Office, providing use of the County Jail, for the term of July 1, 2014 to June 30, 2015, at a rate of \$40.00 per day per prisoner (no change from 2013)**
- I) An Interlocal Governmental Cooperation Agreement with the City of Bethany, providing use of the Yukon jail, for the term of July 1, 2014 through June 30, 2015, for a rate of \$42.00 per day per prisoner (no change from 2013)**
- J) An Interlocal Governmental Cooperation Agreement with the City of El Reno, providing use of the Yukon jail, for the term of July 1, 2014 through June 30, 2015, for a rate of \$42.00 per day per prisoner (no change from 2013)**
- K) Setting the date for the next regular Council meeting for July 15, 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 Resolution No. 2014-11, a Resolution of the Yukon City Council establishing the Nine-One-One Emergency Telephone Service Fee for the calendar year 2014, maintaining the landline service fees at their current rates

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

4. Consider approving Ordinance No. 1299, an Ordinance amending the Employee Retirement System, Defined Benefit Plan for City of Yukon, Oklahoma; providing retirement benefits for eligible employees of City of Yukon, Oklahoma; pertaining to the definition of Employee; providing for repealer and severability; and declaring an Emergency

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

- 4a. Consider approving the Emergency Clause of Ordinance No. 1299

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

5. Consider approving Ordinance No. 1300, an Ordinance adopting an Employee Retirement System, Defined Contribution Plan for City of Yukon, Oklahoma; providing retirement benefits for eligible employees of City of Yukon, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for Employer and Employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a committee and providing for powers, duties, and rights of committee; providing for payment of certain obligations; providing for payment and duration of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns, and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for non-alienation of benefits and loss of benefits for cause; adopting those amendments mandated by the Internal Revenue Code; providing for Employer pickup of required contributions; providing for repealer and severability; and declaring an Emergency

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

- 5a. Consider approving the Emergency Clause of Ordinance No. 1300

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

6. Consider approving the application for a Hazard Mitigation Grant in the amount of \$20,261.00, with a 25% local share of \$5,065.25, for an emergency generator to be installed at Fire Station No. 2, as recommended by the Emergency Management Director

ACTION \_\_\_\_\_

7. Consider the approval of a Request for Proposal packet for the selection of a contractor to assist the City of Yukon with abatement of Trash, Grass, and Weeds code violations

ACTION \_\_\_\_\_

8. City Manager's Report – Information items only

- A. Veteran's Celebration / Freedom Fest

9. New Business

10. Council Discussion

11. Adjournment

**Yukon Municipal Authority Minutes  
June 17, 2014**

ROLL CALL: (Present) Ken Smith, Chairman  
Michael McEachern, Vice Chairman  
John Alberts, Trustee  
Richard Russell, Trustee  
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 June 3, 2014**
- B) Payment of material claims in the amount of \$151,241.69**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 3, 2014 and payment of material claims in the amount of \$151,241.69, was made by Trustee McEachern and seconded by Trustee Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**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.
6/19/14	concrete asphalt paving	\$20,938.00
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



June 20, 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 #41  
801-811 Garden Grove**

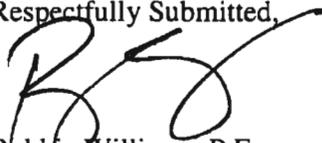
**Estimate #1**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-60 in an amount of \$20,938.00 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.

5301 SW 8th St. - Oklahoma City, OK 73128  
PO Box 82055 - Oklahoma City, OK 73145  
405-787-4962  
Fax 405-495-8972

June 19th, 2014

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

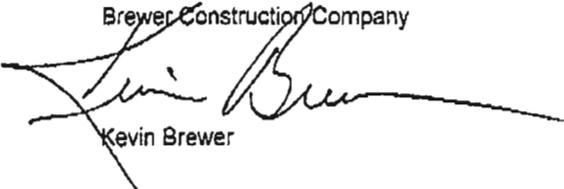
RE: 2011 Yukon Concrete, Asphalt Paving  
W/ Drainage, Water And Sewer Contract  
2013 CIP 2 Sewer Repair # 41  
801-811 Garden Grove

Yukon Claim # 2014 - 60

Estimate # 1

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	235 L.F.	\$ 80.00	\$ 18,800.00
Re-Connect Sewer Service	9 Ea.	\$ 360.00	\$ 3,240.00
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	\$ -
Crusher Run Backfill	0 Ton	\$ 29.00	\$ -
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Completed	\$ 22,040.00
		Less 5 % Ret.	\$ (1,102.00)
		Total Due Est. # 1	\$ 20,938.00

Thank You  
Brewer Construction Company

  
Kevin Brewer

VOKMS

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:

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

ITEM		ITEM NO.
<i>6/19/14</i>	<i>concrete, asphalt paving</i>	<i>\$4,605.65</i>
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



June 20, 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 #2  
Highway 4 & Ranchwood Park  
18" Main Repair**

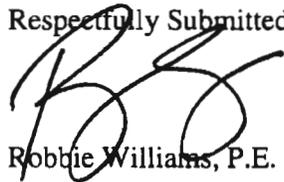
**Estimate #2 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-59 in an amount of \$4,605.65 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.

5301 SW 8th St. - Oklahoma City, OK 73128  
PO Box 82455 - Oklahoma City, OK 73148  
405-787-4962  
Fax 405-495-8972

June 19th, 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 # 2  
Highway 4 & Ranchwood Park  
18" Main Repair

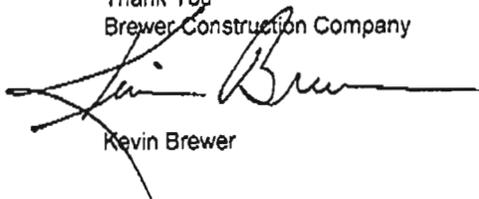
Yukon Claim # 2014 - 59

Estimate # 2 & Final

Description	Quantity	Unit Bid Price	Unit Bid Total
18" Sanitary Sewer	419 L.F.	\$ 42.00	\$ 17,598.00
Trenching 0-10'	419 L.F.	\$ 14.00	\$ 5,866.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	3 V.F.	\$ 120.00	\$ 360.00
3500 PSI Concrete	1 C.Y.	\$ 450.00	\$ 450.00
Crushed Rock	151.19 Ton	\$ 29.00	\$ 4,384.51
Select Borrow	124 C.Y.	\$ 19.00	\$ 2,356.00
		Total Completed	\$ 32,374.51
		Less Previously Paid	\$ (27,768.86)
		Total Due & Final	\$ 4,605.65

*10 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>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>6/19/14</u>	<u>concrete, asphalt paving</u>	<u>\$36,565.42</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



June 20, 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  
CIP #50, 5<sup>th</sup> & Elm Intersection**

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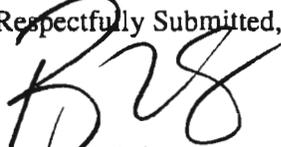
**Estimate #2 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-58 in an amount of \$36,565.42 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 73125  
 PO Box 82485 - Oklahoma City, OK 73148  
 405-787-4962  
 Fax 405-495-8972

June 19th, 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  
 CIP # 50, 5th & Elm Intersection

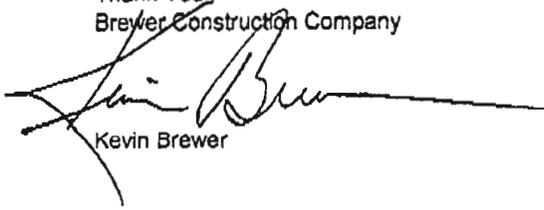
Yukon Claim # 2014 - 58

Estimate # 2 \* Final

Description	Quantity	Unit Bid Price	Unit Bid Total
Concrete Pavement Removal	696.8 S.Y.	\$ 6.50	\$ 4,529.20
Curb Removal	134 L.F.	\$ 7.70	\$ 1,031.80
Base Repair Over 50sy	619.9 S.Y.	\$ 31.00	\$ 19,216.90
6" Integral Curb	134 L.F.	\$ 4.50	\$ 603.00
6" HES PC Concrete Paving	605 S.Y.	\$ 62.00	\$ 37,510.00
4" Sidewalk	16.8 S.Y.	\$ 42.00	\$ 705.60
Handicap Ramp	75 S.Y.	\$ 220.00	\$ 16,500.00
Valve Box Adjust To Grade	0 Ea.	\$ 400.00	\$ -
Solid Slab Sod 200sy +	215 S.Y.	\$ 2.25	\$ 483.75
Saw Cutting	231 L.F.	\$ 5.40	\$ 1,247.40
Traffic Control	1 L.S.	\$ 825.00	\$ 825.00
Extra Traffic Control ( Gas Relocation )	1 L.S.	\$ 2,484.10	\$ 2,484.10
Total Completed			\$ 85,136.75
Less 0 % Retainage			\$ -
Less Previously Paid			\$ (48,571.33)
Total Due Est. # 2			\$ 36,565.42

*OK RS*

Thank You  
 Brewer Construction Company



Kevin Brewer



**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 June 3, 2014
- B) Payment of material claims in the amount of \$665,305.72
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade
- D) Accepting Oklahoma Department of Environmental Quality Permit No. SL000009140353 for the construction of approximately 1,460 linear feet of eight (8) inch sewer line and appurtenances to serve the City of Yukon Prairie West Boulevard Sewer Line Extension Project, Canadian County, Oklahoma
- E) Accepting Oklahoma Department of Environmental Quality Permit No. WL000009140354 for the construction of approximately 15 linear feet of six (6) inch, 190 linear feet of eight (8) inch and 1,210 linear feet of twelve (12) inch water lines and appurtenances to serve the City of Yukon Prairie West Boulevard Water Line Extension Project, Canadian County, Oklahoma
- F) Setting the date for the next regular Council meeting for July 1, 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 June 3, 2014; Payment of material claims in the amount of \$665,305.72; Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade; Accepting Oklahoma Department of Environmental Quality Permit No. SL000009140353 for the construction of approximately 1,460 linear feet of eight (8) inch sewer line and appurtenances to serve the City of Yukon Prairie West Boulevard Sewer Line Extension Project, Canadian County, Oklahoma; Accepting Oklahoma Department of Environmental Quality Permit No. WL000009140354 for the construction of approximately 15 linear feet of six (6) inch, 190 linear feet of eight (8) inch and 1,210 linear feet of twelve (12) inch water lines and appurtenances to serve the City of Yukon Prairie West Boulevard Water Line Extension Project, Canadian County, Oklahoma; and Setting the date for the next regular Council meeting for July 1, 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 Russell.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

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

- 3. Discussion, Consideration, and Action regarding an appeal from D.E. Brower Jr. and Niki Brower to rezone the northeast corner of NW 10<sup>th</sup> and Cornwell (2525 S. Cornwell), known as Lot 1 Block 1 Brower Law Office, from C-1 (Office District) to C-3 (Restricted Commercial District), including a recommendation to deny by the Planning Commission**

The motion for Discussion, Consideration, and Action regarding an appeal from D.E. Brower Jr. and Niki Brower to rezone the northeast corner of NW 10th and Cornwell (2525 S. Cornwell), known as Lot 1 Block 1 Brower Law Office, from C-1 (Office District) to C-3 (Restricted Commercial District), including a recommendation to deny by the Planning Commission, was made by Council Member McEachern and seconded by Council Member Alberts.

Council Member Alberts asked if Mr. Brower was present. He would also like to clarify a "yes" vote would be to approve C-3 zoning. Mr. Segler stated correct.

D.E. Brower, 1416 Spring Creek, stated he is here to appeal the denial by the Planning Commission. He bought the .69 acres 11 years ago. He wants to put a law office there. He had to put plans on hold due to family. 10<sup>th</sup> St. sold for development and zoned C-3. Mayor Smith stated C-3 zoned land is in Oklahoma City. Mr. Brower listed property with realtor, but decided to develop himself. Now doesn't want to put law office there, but office and retail space. The concern is traffic, he agrees with Community Development Director about making it a right turn only to exit. Mr. Brower needs a building permit, lighting plan, signage plan, landscape plan, as well as C-3 zoning to build. He is ready, if the Council approves.

Bob Oden, 116 E. Olympic, has lived here for 25 years. He is 100% against rezone. Mayor Smith asked what his concerns are. Mr. Oden stated as a C-3, any business would be allowed. Margaret Oden stated she too is opposed to the C-3 zoning. She stated according to the City Code, C-1 is a buffer for the residential and commercial. Believes it should remain as a C-1.

Tom Dameron, 112 E Olympic, opposed for same reasons, loss of control, lighting, and traffic.

Council Member Alberts asked to hear from staff. Mr. Hort stated City Planner recommended approval due to lot size, location, and setbacks of 2 feet per foot of height. Council Member Yanda asked about maximum height. Mr. Hort stated 35 feet. Mayor Smith asked if complying with parking is there enough room. Mr. Hort stated parking not restricted by setbacks. Council Member Alberts questioned maximum square feet for that lot. Mr. Hort thinks 3,000 square feet. Council Member McEachern wanted to know how much of the property was left. Mayor Smith clarified setback on north and east sides. Mr. Hort stated 50 feet along west and south. Have to provide detention. Mayor Smith stated if City Bites where on property it would have left hand turns to enter going eastbound on 10<sup>th</sup> St. or southbound on Cornwell. Is there any other available entries? Mr. Hort stated no.

Council Member McEachern asked if property was sold at a later date, would it still be C-3. Mr. Hort stated yes. Mayor Smith clarified, even if changed to C-3 lot size is pretty restrictive. Council Member McEachern questioned deed restrictions. Mr. Hort stated yes, but they end soon, City does not enforce. Council Member McEachern clarified after sale, gas station could come in. Mr. Hort stated any C-3 use. Mayor Smith asked if a convenient store would fit on lot. Mr. Hort stated possibly.

**The vote:**

**AYES: Alberts**

**NAYS: Yanda, Smith, McEachern, Russell**

**VOTE: 4-1**

**APPEAL DENIED**

4. Consider approving a fee-in-lieu of detention in the amount of \$500.00 for Life Church, as recommended by the City Engineer

The motion to approve a fee-in-lieu of detention in the amount of \$500.00 for Life Church, as recommended by the City Engineer, was made by Council Member Yanda and seconded by Council Member Alberts.

Council Member McEachern asked for comments from Robbie Williams. Mr. Williams said they are adding 39 parking spaces. There will be no more room to add on after the 39 parking spaces, unless property is purchased.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**5. Consider approving Resolution No. 2014-09, a Resolution of the City of Yukon, Oklahoma authorizing entering into an Interlocal Cooperative Agreement for Municipal Court Jurisdiction concerning Juveniles.**

The motion to approve Resolution No. 2014-09, a Resolution of the City of Yukon, Oklahoma authorizing entering into an Interlocal Cooperative Agreement for Municipal Court Jurisdiction concerning Juveniles, was made by Council Member Alberts and seconded by Council Member McEachern.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**6. Consider approving Ordinance No. 1298, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by adding a section prohibiting the possession and/or use of Tobacco products and Electronic Smoke devices in certain public buildings and on certain public properties.**

The motion to approve Ordinance No. 1298, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by adding a section prohibiting the possession and/or use of Tobacco products and Electronic Smoke devices in certain public buildings and on certain public properties, was made by Council Member Russell and seconded by Council Member Alberts.

Mayor Smith stated Ordinance states certain places. Is there any reason it's not all places? Mr. Segler stated title says certain, body says all. Council Member Alberts questioned effect on park user who smokes. Mr. Bottom stated person using tobacco or electronic smoking device will be asked to extinguish or dispose of product. Mr. Segler stated all City property is non-smoking and some public areas. Mayor Smith clarified only change is adding electronic smoking devices.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**6a. Consider approving the Emergency Clause of Ordinance No. 1298**

The motion to approve the Emergency Clause of Ordinance No. 1298, was made by Council Member Alberts and seconded by Council Member McEachern.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**7. Consider approving Resolution No. 2014-10, a Resolution establishing a Format and Rules of Order for the Conduct of City Council Meetings and Repealing Conflicting Resolutions**

The motion to approve Resolution No. 2014-10, a Resolution establishing a Format and Rules of Order for the Conduct of City Council Meetings and Repealing Conflicting Resolutions, was made by Council Member Alberts and seconded by Council Member Yanda.

Council Member Alberts stated great idea, giving access with rules, helps citizens. Council Member McEachern questioned the implementation. Mr. Bottom stated documents included, will be at back of room and available at City Hall. Mayor Smith stated kudos to staff for developing details. Fair to all and helps with good decisions. Council Member McEachern asked Mr. Segler, if he is comfortable with Resolution. Mr. Segler stated very comfortable.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**8. Consider awarding the contract for the Year 12 Community Development Block Grant (CDBG) Small Cities Set Aside Roadway Replacement Project, to Bishop Paving Co., in the amount of \$107,000.00, as recommended by the City Engineer**

The motion to award the contract for the Year 12 Community Development Block Grant (CDBG) Small Cities Set Aside Roadway Replacement Project, to Bishop Paving Co., in the amount of \$107,000.00, as recommended by the City Engineer, was made by Council Member Alberts and seconded by Council Member Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**9. Consider selecting a Yukon City Council representative for the Chamber Board of Directors for the term of July 1, 2014 through June 30, 2015**

Council Member Yanda made a motion to nominate Council Member McEachern for the Chamber Board of Directors for the term of July 1, 2014 through June 30, 2015, seconded by Council Member Alberts.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 10. Consider approving the Mayor's nomination of a Yukon City Council representative, for the Yukon Economic Development Authority Trustee No. 2, for the term of July 1, 2014 through June 30, 2020 properties.**

Mayor Smith made a motion to nominate Council Member Alberts for the Yukon Economic Development Authority Trustee No. 2, for the term of July 1, 2014 through June 30, 2020, seconded by Council Member McEachern.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 11. Consider approving a Conditional Use Permit for Dean Walker, for a manufactured home on his property located at 7600 N Cimarron Rd, as recommended by the Planning Commission**

The motion to approve a Conditional Use Permit for Dean Walker, for a manufactured home on his property located at 7600 N Cimarron Rd, as recommended by the Planning Commission, was made by Council Member Alberts and seconded by Council Member Russell.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 12. City Manager's Report – Information items only**

**A. Sales Tax**

Mr. Bottom stated it is the end of the budget year. Sales Tax had an increase of 7.52% for month and 5.18% year to date. This includes \$290,000.00 deduction for January 08 thru Dec 2010. Good year and anticipate better year moving forward.

Concerts in the Park started last week. We will have three more movies and concerts every Thursday throughout the summer, as well as, Friday Fun Day. Veteran Celebration will be July 3 and Freedom Fest on July 4. You don't want to miss it. Mr. Bottom stated he would have 20 family members from outside of Yukon attending this event.

- 13. New Business-None**

- 14. Council Discussion**

Council Member McEachern stated it has been a good year. Hobby Lobby's opening is a good sign. He would like to Congratulate Mr. Cooper on Surplus equipment. He appreciates his and staff's efforts. He is looking forward to July 4.

Council Member Russell stated it is a neat time in Yukon with all the development. Splash Pad is a big hit.

Council Member Yanda is excited about the growth. Best is yet to come.

Mayor Smith reminded community of odd-even watering. Please do not drain pool into the City streets. Please be environmentally conscious.

**15. 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); and for discussing a pending action or litigation, as provided for in 25 OS 2003, Section 307 (B) (4)**

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); and for discussing a pending action or litigation, as provided for in 25 OS 2003, Section 307 (B) (4), was made by Council Member Alberts and seconded by Council Member McEachern.

Mayor Smith invited the City Manager and City Attorney into meeting.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**16. 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 McEachern.

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: McEachern, Yanda, Alberts, Smith, Russell**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**17. Adjournment**

---

Ken Smith, Mayor

---

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND #	
01	General Fund Claims
36	Sales Tax Claims
	<u>46,588.06</u>
	<u>\$ 368,295.35</u>

The above foregoing claims have been passed and approved  
this 1st day of July 2014 by the Yukon City Council.

\_\_\_\_\_  
Doug Shivers, City Clerk

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

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101		LEGISLATIVE				
15-57764	01-18195	Hance Pyrotechnics	July 3 fireworks display	7/2014	07/03/14	7,000.00
			July 4 fireworks display	7/2014	07/04/14	10,000.00
DEPARTMENT TOTAL:						17,000.00
DEPARTMENT: 103		INSURANCE				
15-57765	01-37468	OK Municipal Assurance	Worker's Comp 2014-15 Q1	7/2014	1st Qtr 2014-2015	185,690.00
15-57766	01-57600	Wesco, Inc.	Auto Pkg renewal-1Q	7/2014	1st Qtr 2014-2015	65,932.25
			Prop Pkg renewal 1Q	7/2014	1st Qtr 2014-2015	25,008.78
DEPARTMENT TOTAL:						276,631.03
DEPARTMENT: 108		STREET DEPARTMENT				
14-57564	01-04477	Brewer Construction	Oklahominlet repair	6/2014	2014-18	7,926.72
14-57653	01-04477	Brewer Construction	Oklahomcrack sealing	6/2014	2014-22	9,994.60
14-57654	01-04477	Brewer Construction	Oklahominlet repair	6/2014	2014-19	4,059.95
14-57717	01-04477	Brewer Construction	Oklahomrepair approach	6/2014	2014-21	5,173.50
14-57722	01-04477	Brewer Construction	Oklahomfill holes-5th/Main/Maple	6/2014	2014-17	921.49
DEPARTMENT TOTAL:						28,076.26
FUND TOTAL:						321,707.29

FUND: 36 - ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501 SALES TAX CAPITAL IMPROV						
14-57437	01-04477	Brewer Construction Oklahom	Chip&Seal - Cimarron Rd	6/2014	2014-20	12,379.56
14-57064	01-47670	SignalTek, Inc.	signal light modification	6/2014	9798	34,208.50
DEPARTMENT TOTAL:						46,588.06
FUND TOTAL:						46,588.06
GRAND TOTAL:						368,295.35

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2014	01	5108-303	Bridges and Culverts	5,173.50	
6/2014	01	5108-307	Storm Sewers	11,986.67	
6/2014	01	5108-309	Streets Alleys and Roadways	10,916.09	28,076.26
6/2014	36	5501-419	Capital Improvements-Streets	46,588.06	46,588.06
7/2014	01	5101-381	Festivals and Events	17,000.00	
7/2014	01	5103-109	Worker's Compensation	185,690.00	
7/2014	01	5103-342	Automobile Insurance	65,932.25	
7/2014	01	5103-343	Property Insurance	25,008.78	293,631.03
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					368,295.35
REPORT TOTAL:					368,295.35



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

June 18, 2014

MGrayson Bottom, City Manager  
City of Yukon  
500 W. Main Street  
Yukon, Oklahoma 73099

Re: Permit No.: SL000009140451  
Wal-Mart Neighborhood Market No.: 3637-00  
Sewer Line Extension Project  
Facility No.: S-20533

Dear Mr. Bottom:

Enclosed is Permit No.: SL000009140451 for the construction of approximately 1,030 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Yukon Wal-Mart Neighborhood Market No.: 3637-00 Sewer Line Extension Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on June 18, 2014. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Yukon, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink, appearing to read "Robert B. Walker".

Robert B. Walker  
Construction Permit Section  
Water Quality Division

RBW/RC/bg

Enclosure

c: Wheatland DEQ Office  
Bruce Vande Lune, R. S., Regional Manager, DEQ  
Terence Haynes, P. E., SMC Consulting Engineers, PC





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

**PERMIT NO.: SL000009140451**

**SEWER LINES**

**FACILITY NO.: S-20533**

**PERMIT TO CONSTRUCT**

June 18, 2014

Pursuant to O.S. 27A 2-6-304, the City of Yukon is hereby granted this Tier I Permit to construct approximately 1,030 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Yukon Wal-Mart Neighborhood Market No.: 3637-00 Sewer Line Extension Project, located in part of SE-1/4, Section 16, T-12-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved on June 18, 2014.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.
- 4) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

Page 1 of 2





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

**PERMIT NO.: SL000009140451**

**SEWER LINES**

**FACILITY NO.: S-20533**

**PERMIT TO CONSTRUCT**

- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 12) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water mains and sewer lines as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested with no detectable leakage prior to backfilling, in accordance OAC 252:656-5-4(c)(3).
- 13) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

June 18, 2014

Grayson Bottom, City Manager  
City of Yukon  
500 W. Main Street  
Yukon, Oklahoma 73099

Re: Permit No.: WL000009140422  
Wal-Mart Neighborhood Market No.: 3637-00  
Water Line Extension Project  
PWSID No.: 2000910

Dear Mr. Bottom:

Enclosed is Permit No.: WL000009140422 for the construction of approximately 390 L. F. of six (6) inch and 1,310 L. F. of eight (8) inch water lines and appurtenances to serve the City of Yukon Wal-Mart Neighborhood Market No.: 3637-00 Water Line Extension Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on June 18, 2014. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Yukon, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Robert B. Walker  
Construction Permit Section  
Water Quality Division

RBW/RC/bg

Enclosure

c: Wheatland DEQ Office  
Bruce Vande Lune, R. S., Regional Manager, DEQ  
Terence Haynes, P. E., SMC Consulting Engineers, PC





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

**PERMIT NO.: WL000009140422**

**WATER LINES**

**PWSID NO.: 2000910**

**PERMIT TO CONSTRUCT**

June 18, 2014

Pursuant to O.S. 27A 2-6-304, the City of Yukon is hereby granted this Tier I Permit to construct approximately 390 L. F. of six (6) inch and 1,310 L. F. of eight (8) inch water lines and appurtenances to serve the City of Yukon Wal-Mart Neighborhood Market No.: 3637-00 Water Line Extension Project, located in part of SE-1/4, Section 16, T-12-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved June 18, 2014.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 6) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 7) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

Page 1 of 2





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

**PERMIT NO.: WL000009140422**

**WATER LINES**

**PWSID NO.: 2000910**

**PERMIT TO CONSTRUCT**

- 8) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 9) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 10) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 11) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 12) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water and sewer lines as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), design and construct the sewer line pipe equal to water line pipe and pressure test in accordance with applicable AWWA standards, prior to backfilling in accordance with OAC 252:626-19-2(h)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division





June 23, 2014

City of Yukon  
532 West Main  
Yukon, OK 73099

Attention: Yukon City Council

The Nominating Committee of the Spanish Cove Housing Authority met on June 20, 2014 to select a nominee to serve a six-year term for Office #3 which expired May 31, 2014. Four applications were received for this position.

Members of the Nominating Committee interviewed all four candidates. The committee then voted to recommend to the Yukon City Council that Spanish Cove resident Leon Nelson be appointed to this office. His resume is attached.

If you have any questions please call me at 350-5108 or 365-7898. It is our hope that this can be placed on your July 1, 2014 agenda.

Sincerely,

A handwritten signature in cursive script that reads "Don Blose".

Don Blose  
Executive Administrator/CEO

Attachment ,

MEMO

To: Don Blose and  
Nomination Committee for Trustee  
From: Leon Nelson  
Subj: Application for position of Trustee  
Date: June 9, 2014

BRIEF RESUME

Graduate of Perry, Oklahoma High School 1950  
U. S. Navy 1951- 1955 Storekeeper First Class  
Oklahoma State University 1955 - 1958  
Assistant City Manager - City of Ponca City, Oklahoma 1958 - 1959  
City Manager - City of Ponca City 1959 - 1978  
Responsible for preparation of budget and overall supervision of  
approximately 300 employees.  
Married to Marcene McGrew 1965  
Savings and Loan Associations of Oklahoma 1978 - 1982  
Association Executive Vice President. Accomplished assigned goals,  
resigned to accept position with Continental Federal Savings  
and Loan Association.  
Continental Federal Savings and Loan Association 1982 - 1987  
Vice President of Student Lending. Responsible for marketing  
student loans in Oklahoma, Arkansas, Louisiana, Texas and  
New Mexico. Resigned to accept position with First Interstate  
Bank.  
First Interstate Bank - went through four ownerships and is now  
Bank of America. 1987 - 1998  
Vice President of Student Lending. Responsible for marketing  
Student Loans in Oklahoma, Arkansas, Louisiana, Texas and  
New Mexico. Retired January 1998.  
National Cowboy Museum - Docent 2000 to present  
Docent Council Treasurer for two years. Established a Donor  
Account at the Oklahoma City Community Foundation from which  
the Docent Council receives annual payments.

Spanish Cove is a wonderful place to live. I believe my experience,  
knowledge and desire, can aid in continuing the Cove's legacy  
of excellence.

I am available for interview if requested.

Respectfully submitted,

  
Leon Nelson

**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Yukon, Oklahoma, hereinafter, referred to as “Yukon”, and the City of Piedmont, hereinafter referred to as “Piedmont” the respective governing body of each such entity by appropriate action witnesseth:

WHEREAS, Yukon does have an adequate jail facility referred to as “jail facility”, to be used as a jail for the safe and secure detention and care of prisoners taken into custody by law enforcement officers empowered to make lawful arrest for Piedmont; and

WHEREAS, Piedmont does not have a municipal jail facility which is adequately staffed or funded for proper operation and is currently closed; and

WHEREAS, the parties hereto desire the jail facility to be made available for the use of Piedmont, pursuant to the terms set forth herein below, for safe and secure detention and care of persons placed under arrest and taken into custody by Piedmont law enforcement officers, empowered to make lawful arrests, and also held pursuant to lawful order(s) from the Municipal Court of the City of Piedmont.

NOW, THEREFORE, for good and valuable consideration herein contained, IT IS AGREED AS FOLLOWS:

**I. TERMS OF AGREEMENT**

The terms of this agreement shall be from July 1, 2014 to June 30, 2015, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days written notice to the other party. And, yearly during the month of June, the Chief of Police for the City of Yukon and the Chief of Police for the City of Piedmont will meet to review the contract and the services and make those recommendations to their respective governing bodies concerning any revisions deemed necessary.

## **II. STATEMENT OF SERVICES**

Yukon agrees to accept all Piedmont prisoners, defined as any person placed under lawful arrest by any Piedmont law enforcement officer and taken into custody, in such numbers as can be accommodated at the said facility. This section is limited by the exceptions as noted within this agreement in Section V.

## **III. YUKON RESPONSIBLE FOR SAFE AND SECURE CUSTODY**

Yukon agrees to be responsible for the safe and secure custody of said prisoners transported to the jail facility by Piedmont law enforcement officers, and agrees to insure that standard security procedures are followed in order to prevent escape. Piedmont agrees to follow all prescribed security procedures of the jail facility regarding the searching of incoming prisoners, and remaining with said prisoner until the arresting officer is duly released by the jail staff or supervisor on duty.

## **IV. PIEDMONT RESPONSIBLE FOR RECORDS**

Piedmont agrees to submit in writing any charge(s) at the time of incarceration. Any sentences imposed by the Municipal Court shall be submitted to the jail staff in writing, signed by the Municipal Judge, together with appropriate release also signed by the Judge. The Piedmont bond schedule shall be provided to the jail staff, however, bond money or releases shall be handled by the proper Piedmont official, or in accordance with attachment "A" if after hours or on weekends.

## **V. BASIC MEDICAL CARE**

Yukon agrees to provide basic medical care to said prisoner, which shall include sick call and self-care, defined as the care of any condition which can be treated by the prisoner himself. This may include such over-the-counter type of medications as may be approved by the jail supervisor. Basic medical care also includes care of any condition which requires immediate assistance by a person trained in first aid procedures.

The cost of hospitalization, prescription medication, surgical, and dental care shall be borne by the City of Piedmont. Failure on part of Piedmont to provide any required medical treatment prior to incarceration shall provide sufficient basis for Yukon to refuse said prisoner admittance to said jail facility under the terms of this agreement.

The jailer on duty shall have the discretion to refuse a prisoner from Piedmont should the jailer feel the prisoner is in need of medical examination or treatment prior to incarceration. Piedmont shall provide to Yukon a release from a licensed physician or physician's assistant stating said prisoner is capable of being incarcerated without further detrimental medical complications. The failure on the part of Piedmont to provide the required written medical release shall provide a sufficient basis for Yukon to refuse the prisoner admittance into said jail facility under the terms of this agreement.

Any Piedmont prisoner on an emergency basis may be taken to the hospital for treatment or examination at the discretion of the jail staff or supervisor on duty, and any cost incurred from said treatment or examination shall be billed to and paid by the City of Piedmont. Piedmont shall provide transportation and security for any Piedmont prisoner needing treatment, examination, or hospitalization.

## **VI. COST PER DAY**

The cost per day for each Piedmont prisoner detained and cared for in the Yukon jail facility to be paid by Piedmont to Yukon shall be Forty Dollars and No Cents (\$42.00) per day for each prisoner for the term hereof. A day for the purpose of this agreement is a calendar day, or any part thereof, and not a twenty-four (24) hour period of time. Said rate is subject to renegotiation and adjustment in the event this agreement is renewed or extended at the expiration hereof.

The fee for housing each prisoner shall be paid for each and every day or part thereof a Piedmont prisoner is incarcerated in the jail facility on a City charge(s), or if for State charge(s) the prisoner will be considered a Piedmont prisoner until the prisoner is booked into the County jail.

Piedmont shall provide necessary equipment and supplies for booking and discharge of Piedmont prisoners.

#### **VII. BILLING PERIOD**

Yukon shall bill Piedmont for prisoner services on a monthly basis. The monthly billing shall list the prisoner's name, date of birth, the date the prisoner was incarcerated, the offense(s) with which the prisoner was charged, the date the prisoner was released from the Yukon jail facility, and the total cost of the prisoner's incarceration. Piedmont agrees to promptly remit payment for the statement sent by Yukon for performance of services called for under this agreement.

#### **VIII. RECORDS AND PERSONNEL**

The Yukon Police Department will maintain control over all personnel provided to the jail facility by the City of Yukon. All records initiated or generated by the Yukon Police Department will be maintained by the Yukon Police Department.

#### **IX. HOLD HARMLESS CLAUSE**

Piedmont hereby agrees to indemnify and hold Yukon harmless for any claim, action or cause of action including the cost of litigation and attorney fees arising from the arrest or wrongful incarceration of persons under this agreement.

IT IS FURTHER AGREED that Piedmont shall hold harmless and indemnify Yukon for any hospital, doctor, or other medical expenses associated with the care and custody of a Piedmont prisoner.

IT IS FURTHER AGREED that Piedmont shall reimburse Yukon any expenses resulting from the repair of any damages caused by Piedmont's prisoners to the jail facility.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the City of Yukon.

THE CITY OF YUKON

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED this 23 day of June, 2014, by the City of Piedmont.

THE CITY OF PIEDMONT

Valerie Thomerson  
Valerie Thomerson, Mayor

ATTEST:

Jenny Smith  
CITY CLERK

**Emergency Phone**  
(405) 262-3434

**Non-Emergency Phone**  
(405) 422-3187

**FAX Number**  
(405) 422-2430



**Randall Edwards - Sheriff**

208 W. Rogers St.  
El Reno, Oklahoma 73036

June 17, 2014

Chief,

Please find the attached three copies of this year's Interlocal renewal agreement, effective July 1, 2014 through June 30, 2015. Please return two copies signed by yourself and your Mayor to the Sheriff's Office, keeping one for your records.

Please contact me if I can be of any further assistance or if you should have any questions.

I am attaching a copy of the current agreement up for renewal, for reference purposes only

Thank you,

Randall R. Edwards  
Canadian County Sheriff

Emergency Phone  
(405) 262-3434

Non-Emergency Phone  
(405) 422-3187

FAX Number  
(405) 422-2430



Randall Edwards - Sheriff

208 W. Rogers St.  
El Reno, Oklahoma 73036

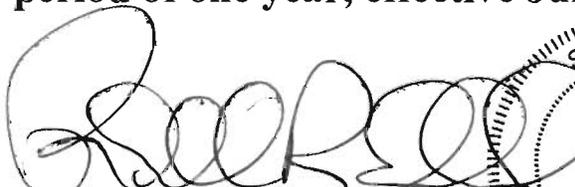
June 17, 2014

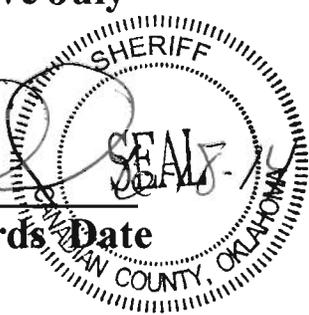
**Renewal of Interlocal Agreement  
Deputizing Canadian County Police Officers  
Dated September 18, 2009**

Whereas and pursuant to the above referenced interlocal agreement, the below signed parties do hereby agree by signature, to renew the above referenced agreement in its entirety and form as approved by the State Attorney General and filed with the Secretary of State January 04, 2010. (see attached copy of the original).

As per and apart of that agreement this renewal agreement can be cancelled by either party by written notice of their intent to do so, otherwise it will bind both parties according to the content and as agreed in the original article for a period of one year, effective July 01, 2014 through June 30, 2015.

  
\_\_\_\_\_  
Chief of Police                      6/26/14  
Date

  
\_\_\_\_\_  
Sheriff Randall R. Edwards                      Date

A circular seal is stamped over the signature of Sheriff Randall R. Edwards. The seal contains the text "SHERIFF" at the top, "SEAL" in the center, and "CANADIAN COUNTY, OKLAHOMA" at the bottom.

\_\_\_\_\_  
Mayor                      Date

\_\_\_\_\_  
Name of Municipality



OFFICE OF ATTORNEY GENERAL  
STATE OF OKLAHOMA

FILED

JAN 04 2010

OKLAHOMA SECRETARY  
OF STATE

COPY

Randall Edwards, Sheriff  
Canadian County  
208 W. Rogers Street  
El Reno, OK 73036

Re: Interlocal Agreement (ICA 09-0037) between Randall R. Edwards, Sheriff of Canadian County, Canadian County Commissioners, and the following Municipal Law enforcement agencies, their Chiefs and Mayors: City of El Reno, City of Yukon, City of Mustang, City of Union City, City of Piedmont, City of Okache and City of Calumet Police Departments (Cross-Deputization Agreement) (Also see, Schedule "A" attached hereto)

Dear Sheriff Edwards:

LETTER OF APPROVAL

I have reviewed the referenced Agreement and found it to comply with the provisions of the Interlocal Cooperation Act. Pursuant to the provisions of 74 O.S. 2001, § 1004(f), the referenced Agreement is hereby officially **APPROVED** as of the date of the signature manifested hereon.

Before the Agreement can go into force, copies of the Agreement, and this Letter of Approval must be filed with the County Clerk and the Secretary of State.

Signed this 23<sup>rd</sup> day of December, 2009.

Sincerely,

Regina Switzer  
Assistant Attorney General

Enclosure. Original Agreement

ICA2009/09-0037 Canadian Co.-Various

"SCHEDULE A"

This "Schedule A" is hereby attached to and becomes a part of Interlocal Agreement (ICA-09-0037), a cross-deputization agreement, approved by the Office of the Attorney General on December 23, 2009.

Agreement between Randall R. Edwards, Sheriff of Canadian County, the Board of County Commissioners of Canadian County, Oklahoma and

the participating Cities, their Mayors, the participating Municipal Law Enforcement Agencies and their Chiefs as follows:

- City of Calumet and the Calumet Police Department
- City of El Reno and the El Reno Police Department
- City of Mustang and the Mustang Police Department
- City of Okarche and Okarche Police Department
- City of Piedmont and the Piedmont Police Department
- City of Union City and the Union City Police Department
- City of Yukon and the Yukon Police Department

Emergency Phone  
(405) 262-3434

Non-Emergency Phone  
(405) 422-3187

FAX Number  
(405) 422-2430



Randall Edwards - Sheriff

208 W. Rogers St.  
El Reno, Oklahoma 73036

COPY

FILED

JAN 04 2010

OKLAHOMA SECRETARY  
OF STATE

September 18, 2009

## Interlocal Governmental Agreement

**This Agreement;** is made and entered into by the following agencies as of the date signed, however it will not become effective until approved by the State Attorney General's Office and filed with the Secretary of State. **Randall R. Edwards, Sheriff of Canadian County (Sheriff), The Board of County Commissioners of Canadian County, and the following Municipal Law Enforcement agencies, Their Chiefs and Mayors. City of Oklahoma City Police Department, City of El Reno Police Department, City of Yukon Police Department, City of Mustang Police Department, City of Union City Police Department, City of Piedmont Police Department, City of Okarche Police Department and City of Calumet Police Department.**

**Whereas and pursuant to; Oklahoma Statute Title 19, Chapter 12 Section 547 Paragraph D,** The Sheriff has the authority to deputize municipal police officers, subject to an interlocal governmental agreement to combine city and county law enforcement efforts and to encourage cooperation between city and county law enforcement officials. Liability for the conduct of any municipal police officers deputized under the terms and conditions of an interlocal governmental agreement shall remain the responsibility of their municipal employer.

**Whereas and pursuant to; Oklahoma Statute Title 74, Chapter 31 Section 1001,** for the purpose of, permitting local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

**Scope of Agreement;** Canadian County Sheriff, Randall R. Edwards will deputize individually full time certified and commissioned municipal police officers employed by the above agencies while on duty and working for their respective agencies. While deputized each officer will carry full powers of a commissioned Canadian County Deputy Sheriff for purposes of arrests, investigating and enforcing State Laws in Canadian County, Oklahoma. Accordingly, per Oklahoma Statute **Title 19 12-547D** Liability for the conduct of any municipal police officers deputized under the terms and conditions of this interlocal governmental agreement shall remain the responsibility of their municipal employer.

**Relationship of parties;** All parties herewith agree, deputized police officers are paid full-time employees of their respective municipal agency and when acting outside their municipality they are working under the authority of the Canadian County Sheriff as non-paid reserve deputies, pursuant to and in accordance with Oklahoma Statute Title 19 Chapter 12 section 547 establishing no separate legal or administrative entity Title 74 Chapter 31 Sec.1004 Paragraph C-2

**Whereas and pursuant to this agreement,** agencies will not acquire or share property ownership or equity in any real or personal property, tangible or otherwise, thereby negating the need for establishing or maintaining a budget or distribution of assets agreement. This agreement can terminate upon written notice as specified below without any property distribution, each party retaining its own property, pursuant to Oklahoma Statute Title 74 Chapter 31 Sec.1004 Paragraphs C-4 and C-5.

Note: Asset forfeitures, if any, resulting from assets, property or monies seized, will be divided equally between agencies involved in seizure and in accordance to the District Attorney's Asset Forfeiture Agreements already on file with Canadian County District Attorney's Office.

This agreement will be administered by and at the direction of a joint board, consisting of the Sheriff and each municipal Police Chief entering into this agreement.

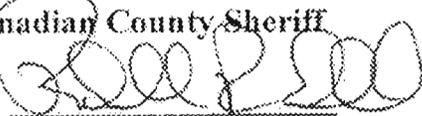
**Term;** This agreement shall be effective upon approval of the State Attorney Generals Office and filed with the Secretary of States Office. It shall remain in effect until such time either party wishes to terminate it by giving a 30 day written notice of their intent to do so to the other involved party, or midnight June 30<sup>th</sup>, 2010, which ever comes first. This agreement will be automatically renewable by written agreement to do so between Agency heads within 30 days prior to expiration of this agreement. Renewal agreement will be drafted and distributed by Sheriff for approval by all parties within the 30-day period prior to the expiration of the current year agreement.

**Binding Effect;** This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

**IN WITNESS WHEREOF,** The parties have hereunto set their hands as of the day and year indicated, accepting and agreeing to the first above written.

Canadian County Sheriff

By:

  
Randall R. Edwards

Date

9-29-09

Board of County Commissioners  
Canadian County, Oklahoma

By: *Grant Hedrick Jr.*  
Grant Hedrick Jr., Chairman

Date: OCT 05 2009

By: *Phil Carson*  
Phil Carson, Member

Date: OCT 05 2009

By: *David Anderson*  
David Anderson, Member

Date: OCT 05 2009

Attest: *Shelly Dickerson*  
Shelly Dickerson, County Clerk



Date: OCT 05 2009

By: *Paul Hess*  
District Attorneys Office, Paul Hess

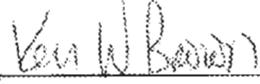
Date: 9-29-09

Mayor, City of El Reno, Okla.

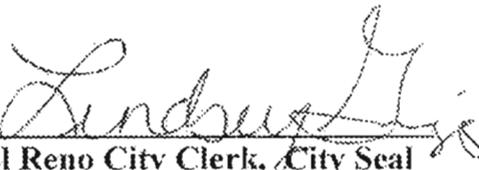
By:   
Matt White, Mayor

Date: 11-4-09

Chief of Police, El Reno, Okla.

By:   
Kendall Brown, Chief

Date: 11-4-09

Attest:   
El Reno City Clerk, City Seal

Note: Please attach copy of minutes or resolution from council meeting accepting or adopting Interlocal Governmental Agreement as per State Attorney Generals Office with Date and Time of such meeting. Agreement will be filed with State Attorney General and The Secretary of State.

**Emergency Phone**  
(405) 262-3434

**Non-Emergency Phone**  
(405) 422-3187

**FAX Number**  
(405) 422-2430



**Randall Edwards - Sheriff**

208 W. Rogers St.  
El Reno, Oklahoma 73036

June 16, 2014

Please sign both Jail Contracts and return to the Sheriff's Office.

Thank You.

A handwritten signature in black ink, appearing to read "Randall Edwards", written over a horizontal line.

Randall Edwards, Sheriff

## RENEWAL

### INTER-LOCAL GOVERNMENTAL COOPERATION AGREEMENT For Canadian County Oklahoma

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **Canadian County Sheriff's Office**, hereinafter referred to as "**County**", and the **City of Yukon**, hereafter referred to as the "**City**", the execution of which being duly authorized and approved by the respective governing body of each such entity by appropriate resolution, witnesseth:

Whereas, the **County** does have an adequate facility, the **Canadian County Jail**, hereinafter referred to as "jail facility", to be used as a jail for the safe and secure detention and care of prisoners taken into custody by law enforcement officers empowered to make lawful arrests for the **City**; and

Whereas, the **City** does not have a municipal jail facility which is approved for long term incarceration of inmates; and

Whereas, the parties hereto desire the jail facility be made available for the use of the **City**, pursuant to the terms set forth herein below, for the safe and secure detention and care of persons placed under arrest and taken into custody by **City** law enforcement officers, empowered to make lawful arrest, and also held pursuant to order from the **Municipal Court of the City of Yukon**.

#### I. Term of Agreement

The terms of this agreement shall be from **July 1, 2014 to June 30, 2015**, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

#### II. Statement of Services

**County** agrees to accept all **City** prisoners, defined as any person placed under arrest by any **City** law enforcement officer and taken into custody, in such numbers as can be reasonably accommodated at said facility. This definition is limited by the exceptions as noted within this agreement in Section V, paragraph 3. **County** further agrees to provide safe and secure custody for said prisoners for the duration of their confinement in said jail facility.

#### III. County Responsible for Safe and Secure Custody

#### IV.

**County** agrees to be responsible for the safe and secure custody of said prisoners transported to the jail facility by **City** law enforcement officers, and agrees to insure that standard security procedures are followed in order to prevent escape. **City** agrees to follow all prescribed security procedures of the jail facility **regarding the searching of incoming prisoners** and remaining with said prisoner until the arresting officer is duly released by the jail staff on duty.

## V. City Responsible for Records

### VI.

**City** agrees to submit in writing any charge(s) at the time of incarceration. Any sentences imposed by the **Municipal Court** shall be submitted to the jail staff in writing, signed by the municipal judge, together with appropriate release also signed by the judge. The **City** bond schedule shall be provided to the jail staff; however, bond money or bond releases shall be handled by the proper city official.

## VII. Basic medical Care

### VIII.

**County** agrees to provide basic medical care to said prisoners, which shall include sick call and self-care, defined as the care of any condition which can be treated by the prisoner himself. This may include such over-the-counter type medications as may be approved by the **County** Jail Physician. Basic medical care also includes care of any condition which required immediate assistance by a person trained in first-aid procedures.

The cost of hospitalization, prescription medications, surgical and dental care shall be borne by the **City**. If an ill or injured prisoner is transported by a **City** law enforcement officer to the **County jail facility**, notwithstanding the authority for the arrest, **City** shall provide the required treatment prior to incarceration. Failure on the part of the **City** to provide the required treatment prior to incarceration shall provide a sufficient basis for the county to refuse said prisoner admittance into said jail facility under the terms of this agreement.

The jailer on duty shall have the discretion to refuse a prisoner from the **City** should the prisoner be in need of medical examination or treatment prior to incarceration. In such event, **City** shall provide to said **County jail facility** staff a release from a licensed physician or physician's assistant stating said prisoner is capable of being incarcerated without further detrimental medical complications. The failure on the part of the **City** to provide the required written medical release shall provide a sufficient basis for the **County** to refuse the prisoner admittance into said jail facility under the terms of this agreement.

Any **City** prisoner, on an emergency basis, may be taken to the hospital for treatment or examination at the discretion of the jail staff on duty and any cost incurred from said treatment or examination shall be billed to the **City**. The **City** shall provide transportation and security for any **City** prisoner needing treatment, examination, or hospitalization.

## IX. Cost Per Day

The cost per day for each **City** prisoner detained and cared for in the **County jail facility** to be paid by the **City to County** shall be **Forty (\$40.00 ) Dollars per day** for each prisoner for the term hereof. A day, for the purpose of this agreement, is a calendar or any part thereof, and not a twenty-four (24) hour period of time. Said rate is subject to re-negotiation and adjustment in the event this agreement is renewed or extended at the expiration hereof.

If a **City** prisoner is not held for an extended period of time, less than twelve (12) hours, then the city will only be billed for one (1) day of incarceration.

It is agreed by the **City** that the fee for housing each prisoner shall be paid for each and every day or part thereof on a **City** charge(s) or if booked into the **County Jail facility** for state charge(s), the prisoner will be considered a **City** prisoner until appropriate documentation has been received from the Canadian County District Attorney's Office indicating that the district Court charges will be filed on the prisoner.

The **City** shall provide necessary equipment and supplies for booking and discharge of **City** prisoners.

#### X. Billing Period

The **County** shall bill the **City** for prisoner services on a monthly basis. The monthly billing shall list the prisoner's name; date of birth, the date the prisoner was incarcerated, the offense(s) the prisoner allegedly committed; the jurisdiction where the charge(s) will be filed, the date the prisoner was released from the **County jail facility**, and the total cost of the prisoner's incarceration. The **City** agrees to promptly remit payment for the statement sent by the **County** for satisfactory performance of services called for under this agreement.

#### XI. Hold Harmless Clause

The **City** hereby agrees to indemnify and hold harmless the **County** for any and all liability or litigation arising from the arrest or wrongful incarceration of persons under this agreement. The **City** further agrees to bear the cost of any legal representation should any litigation arise against the **county** as a result of the alleged wrongful incarceration or arrest of persons under this agreement. The selection of the attorney for the **County** shall be at the discretion of the **County**.

It is further agreed the **City** shall hold harmless the **County** and indemnify the county for any hospital, doctor, or other medical expense associated with the care and custody of a **City** prisoner.

It is further agreed the **City** shall reimburse the county any expenses resulting from the repair of any damage caused by **City** prisoners to the **County** jail facility or items issued by the **County** to **City** prisoners.

In witness whereof; the parties have hereto set their hands as of the day and first year written above.

Approved by **Yukon** City Council on this \_\_\_\_\_ day of 2014.

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Police Chief

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

\_\_\_\_\_  
Canadian County Sheriff  
Or Undersheriff



# ***City of Bethany***

**A great place to live, work, shop, and grow a business!**

June 23, 2014

Grayson Bottom  
City of Yukon  
PO Box 850500  
Yukon, OK 73085

Dear Grayson:

Enclosed are our executed copies of our contract for jail services.

Please return one signed copy for our file.

Thank you for this great public service to our community.

Sincerely,

John Shugart  
City Manager

**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT**

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of June, 2014 by and between the City of Yukon, Oklahoma, hereinafter, referred to as "Yukon", and the City of Bethany, hereinafter referred to as "Bethany" the respective governing body of each such entity by appropriate action witnesseth:

WHEREAS, Yukon does have an adequate jail facility referred to as "jail facility", to be used as a jail for the safe and secure detention and care of prisoners taken into custody by law enforcement officers empowered to make lawful arrest for Bethany; and

WHEREAS, Bethany has a limited municipal jail facility; and

WHEREAS, the parties hereto desire the jail facility to be made available for the use of Bethany, pursuant to the terms set forth herein below, for safe and secure detention and care of persons placed under arrest and taken into custody by Bethany law enforcement officers, empowered to make lawful arrests, and also held pursuant to lawful order(s) from the Municipal Court of the City of Bethany.

NOW, THEREFORE, for good and valuable consideration herein contained, IT IS AGREED AS FOLLOWS:

**I. TERMS OF AGREEMENT**

The terms of this agreement shall be from July 1, 2014 to June 30, 2015, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days written notice to the other party. And, yearly during the month of June, the Chief of Police for the City of Yukon and the Chief of Police for the City of Bethany will meet to review the contract and the services and make those recommendations to their respective governing bodies concerning any revisions deemed necessary.

## **II. STATEMENT OF SERVICES**

Yukon agrees to accept Bethany prisoners, defined as any person placed under lawful arrest by any Bethany law enforcement officer and taken into custody, in such numbers as can be accommodated at the said facility. This section is limited by the exceptions as noted within this agreement in Section V.

## **III. YUKON RESPONSIBLE FOR SAFE AND SECURE CUSTODY**

Yukon agrees to be responsible for the safe and secure custody of said prisoners transported to the jail facility by Bethany law enforcement officers, and agrees to insure that standard security procedures are followed in order to prevent escape. Bethany agrees to follow all prescribed security procedures of the jail facility regarding the searching of incoming prisoners, and remaining with said prisoner until the arresting officer is duly released by the jail staff or supervisor on duty.

## **IV. BETHANY RESPONSIBLE FOR RECORDS**

Bethany agrees to submit in writing any charge(s) at the time of incarceration. Any sentences imposed by the Municipal Court shall be submitted to the jail staff in writing, signed by the Municipal Judge, together with appropriate release also signed by the Judge. The Bethany bond schedule shall be provided to the jail staff, however, bond money or releases shall be handled by the proper Bethany official, or in accordance with attachment "A" if after hours or on weekends.

## **V. BASIC MEDICAL CARE**

Yukon agrees to provide basic medical care to said prisoner, which shall include sick call and self-care, defined as the care of any condition which can be treated by the prisoner himself. This may include such over-the-counter type of medications as may be approved by the jail supervisor. Basic medical care also includes care of any condition which requires immediate assistance by a person trained in first aid procedures.

The cost of hospitalization, prescription medication, surgical, and dental care shall be borne by the City of Bethany. Failure on part of Bethany to provide any required medical treatment prior to incarceration shall provide sufficient basis for Yukon to refuse said prisoner admittance to said jail facility under the terms of this agreement.

The jailer on duty shall have the discretion to refuse a prisoner from Bethany should the jailer feel the prisoner is in need of medical examination or treatment prior to incarceration. Bethany shall provide to Yukon a release from a licensed physician or physician's assistant stating said prisoner is capable of being incarcerated without further detrimental medical complications. The failure on the part of Bethany to provide the required written medical release shall provide a sufficient basis for Yukon to refuse the prisoner admittance into said jail facility under the terms of this agreement.

Any Bethany prisoner on an emergency basis may be taken to the hospital for treatment or examination at the discretion of the jail staff or supervisor on duty, and any cost incurred from said treatment or examination shall not be the responsibility of the City of Yukon and to the extent permitted by law, Bethany agrees to hold harmless and indemnify the City of Yukon for any such charges. Bethany shall provide transportation and security for any Bethany prisoner needing treatment, examination, or hospitalization.

## **VI. COST PER DAY**

The cost per day for each Bethany prisoner detained and cared for in the Yukon jail facility to be paid by Bethany to Yukon shall be Forty Dollars and No Cents (\$42.00) per day for each prisoner for the term hereof. A day for the purpose of this agreement is a calendar day, or any part thereof, and not a twenty-four (24) hour period of time. Said rate is subject to renegotiation and adjustment in the event this agreement is renewed or extended at the expiration hereof.

The fee for housing each prisoner shall be paid for each and every day or part thereof a Bethany prisoner is incarcerated in the jail facility on a City charge(s), or if for State charge(s) the prisoner will be considered a Bethany prisoner until the prisoner is booked into the County jail.

Bethany shall provide necessary equipment and supplies for booking and discharge of Bethany prisoners.

#### **VII. BILLING PERIOD**

Yukon shall bill Bethany for prisoner services on a monthly basis. The monthly billing shall list the prisoner's name, date of birth, the date the prisoner was incarcerated, the offense(s) with which the prisoner was charged, the date the prisoner was released from the Yukon jail facility, and the total cost of the prisoner's incarceration. Bethany agrees to promptly remit payment for the statement sent by Yukon for performance of services called for under this agreement.

#### **VIII. RECORDS AND PERSONNEL**

The Yukon Police Department will maintain control over all personnel provided to the jail facility by the City of Yukon. All records initiated or generated by the Yukon Police Department will be maintained by the Yukon Police Department.

#### **IX. HOLD HARMLESS CLAUSE**

To the extent allowed by law, Bethany hereby agrees to indemnify and hold Yukon harmless for any claim, action or cause of action including the cost of litigation and attorney fees arising from the arrest or wrongful incarceration of persons under this agreement.

IT IS FURTHER AGREED that Bethany, to the extent allowed by law, shall hold harmless and indemnify Yukon for any hospital, doctor, or other medical expenses associated with the care and custody of a Bethany prisoner.

IT IS FURTHER AGREED that Bethany shall reimburse Yukon any expenses resulting from the repair of any damages caused by Bethany's prisoners to the jail facility.

APPROVED this \_\_\_\_ day of \_\_\_\_, 2014, by the City of Yukon.

THE CITY OF YUKON

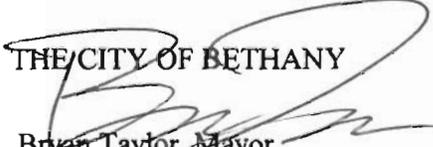
Ken Smith, Mayor

ATTEST:

CITY CLERK

APPROVED this 17<sup>th</sup> day of JUNE, 2014, by the City of Bethany

THE CITY OF BETHANY

  
Bryan Taylor, Mayor

ATTEST:

CITY CLERK



**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Yukon, Oklahoma, hereinafter, referred to as “Yukon”, and the City of El Reno, hereinafter referred to as “El Reno” the respective governing body of each such entity by appropriate action witnesseth:

WHEREAS, Yukon does have an adequate jail facility referred to as “jail facility”, to be used as a jail for the safe and secure detention and care of prisoners taken into custody by law enforcement officers empowered to make lawful arrest for El Reno; and

WHEREAS, El Reno has a limited municipal jail facility; and

WHEREAS, the parties hereto desire the jail facility to be made available for the use of El Reno, pursuant to the terms set forth herein below, for safe and secure detention and care of persons placed under arrest and taken into custody by El Reno law enforcement officers, empowered to make lawful arrests, and also held pursuant to lawful order(s) from the Municipal Court of the City of El Reno.

NOW, THEREFORE, for good and valuable consideration herein contained, IT IS AGREED AS FOLLOWS:

**I. TERMS OF AGREEMENT**

The terms of this agreement shall be from July 1, 2014 to June 30, 2015, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days written notice to the other party. And, yearly during the month of June, the Chief of Police for the City of Yukon and the Chief of Police for the City of El Reno will meet to review the contract and the services and make those recommendations to their respective governing bodies concerning any revisions deemed necessary.

## **II. STATEMENT OF SERVICES**

Yukon agrees to accept El Reno prisoners, defined as any person placed under lawful arrest by any El Reno law enforcement officer and taken into custody, in such numbers as can be accommodated at the said facility. This section is limited by the exceptions as noted within this agreement in Section V.

## **III. YUKON RESPONSIBLE FOR SAFE AND SECURE CUSTODY**

Yukon agrees to be responsible for the safe and secure custody of said prisoners transported to the jail facility by El Reno law enforcement officers, and agrees to insure that standard security procedures are followed in order to prevent escape. El Reno agrees to follow all prescribed security procedures of the jail facility regarding the searching of incoming prisoners, and remaining with said prisoner until the arresting officer is duly released by the jail staff or supervisor on duty.

## **IV. EL RENO RESPONSIBLE FOR RECORDS**

El Reno agrees to submit in writing any charge(s) at the time of incarceration. Any sentences imposed by the Municipal Court shall be submitted to the jail staff in writing, signed by the Municipal Judge, together with appropriate release also signed by the Judge. The El Reno bond schedule shall be provided to the jail staff, however, bond money or releases shall be handled by the proper El Reno official, or in accordance with attachment "A" if after hours or on weekends.

## **V. BASIC MEDICAL CARE**

Yukon agrees to provide basic medical care to said prisoner, which shall include sick call and self-care, defined as the care of any condition which can be treated by the prisoner himself. This may include such over-the-counter type of medications as may be approved by the jail supervisor. Basic medical care also includes care of any condition which requires immediate assistance by a person trained in first aid procedures.

The cost of hospitalization, prescription medication, surgical, and dental care shall be borne by the City of El Reno. Failure on part of El Reno to provide any required medical treatment prior to incarceration shall provide sufficient basis for Yukon to refuse said prisoner admittance to said jail facility under the terms of this agreement.

The jailer on duty shall have the discretion to refuse a prisoner from El Reno should the jailer feel the prisoner is in need of medical examination or treatment prior to incarceration. El Reno shall provide to Yukon a release from a licensed physician or physician's assistant stating said prisoner is capable of being incarcerated without further detrimental medical complications. The failure on the part of El Reno to provide the required written medical release shall provide a sufficient basis for Yukon to refuse the prisoner admittance into said jail facility under the terms of this agreement.

Any El Reno prisoner on an emergency basis may be taken to the hospital for treatment or examination at the discretion of the jail staff or supervisor on duty, and any cost incurred from said treatment or examination shall be billed to and paid by the City of El Reno. El Reno shall provide transportation and security for any El Reno prisoner needing treatment, examination, or hospitalization.

## **VI. COST PER DAY**

The cost per day for each El Reno prisoner detained and cared for in the Yukon jail facility to be paid by El Reno to Yukon shall be Forty Dollars and No Cents (\$42.00) per day for each prisoner for the term hereof. A day for the purpose of this agreement is a calendar day, or any part thereof, and not a twenty-four (24) hour period of time. Said rate is subject to renegotiation and adjustment in the event this agreement is renewed or extended at the expiration hereof.

The fee for housing each prisoner shall be paid for each and every day or part thereof an El Reno prisoner is incarcerated in the jail facility on a City charge(s), or if for State charge(s) the prisoner will be considered an El Reno prisoner until the prisoner is booked into the County jail.

El Reno shall provide necessary equipment and supplies for booking and discharge of El Reno prisoners.

## **VII. BILLING PERIOD**

Yukon shall bill El Reno for prisoner services on a monthly basis. The monthly billing shall list the prisoner's name, date of birth, the date the prisoner was incarcerated, the offense(s) with which the prisoner was charged, the date the prisoner was released from the Yukon jail facility, and the total cost of the prisoner's incarceration. El Reno agrees to promptly remit payment for the statement sent by Yukon for performance of services called for under this agreement.

## **VIII. RECORDS AND PERSONNEL**

The Yukon Police Department will maintain control over all personnel provided to the jail facility by the City of Yukon. All records initiated or generated by the Yukon Police Department will be maintained by the Yukon Police Department.

## **IX. HOLD HARMLESS CLAUSE**

El Reno hereby agrees to indemnify and hold Yukon harmless for any claim, action or cause of action including the cost of litigation and attorney fees arising from the arrest or wrongful incarceration of persons under this agreement.

IT IS FURTHER AGREED that El Reno shall hold harmless and indemnify Yukon for any hospital, doctor, or other medical expenses associated with the care and custody of an El Reno prisoner.

IT IS FURTHER AGREED that El Reno shall reimburse Yukon any expenses resulting from the repair of any damages caused by El Reno's prisoners to the jail facility.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the City of Yukon.

THE CITY OF YUKON

Ken Smith, Mayor

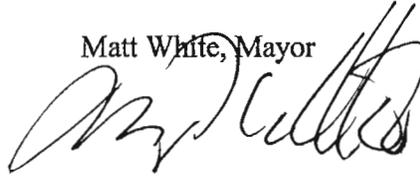
ATTEST:

CITY CLERK

APPROVED this 10<sup>th</sup> day of June, 2014, by the City of El Reno

THE CITY OF EL RENO

Matt White, Mayor



CITY CLERK



## 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
	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

**RESOLUTION NO. 2014-11****A RESOLUTION OF THE YUKON CITY COUNCIL ESTABLISHING THE NINE-ONE-ONE EMERGENCY TELEPHONE FEE RATE FOR CALENDAR YEAR 2015**

WHEREAS, the voters and/or governing body of the City of Yukon have approved the acquisition and operation of an emergency telephone service, together with the levy or imposition of user fee/tax for such service; and

WHEREAS, said approving authority, service and fee are authorized pursuant to the Nine-One-One Emergency Act, 63 O.S. Supp., 1987, §2811 et seq., as amended.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Yukon that it does, hereby establish the rate for the Nine-One-One Emergency Telephone Service fee for the calendar year 2015 at three percent (3%) of the recurring charges as designated by the tariff for exchange telephone service or its equivalent within the City of Yukon in accordance with said Act beginning January 1, 2015.

ADOPTED, this 1st day of July, 2014, by the City Council and the City of Yukon.

---

Ken Smith, Mayor

---

Doug Shivers, City Clerk



*9-1-1 association of central oklahoma governments*

Chair Jack Fry  
Midwest City Mayor

Vice-Chair Ken Bartlett  
Del City Councilmember

Secretary/Treasurer Jay Adams  
Mustang Mayor

Executive Director  
John G. Johnson

## MEMORANDUM

**DATE:** May 23, 2014

**TO:** 9-1-1 ACOG Board of Directors

**FROM:** Stephen Willoughby, 9-1-1 & Public Safety Division Director

**SUBJECT:** Calendar Year 2015 9-1-1 Service Fee Resolution for Consideration by Council/Board of Trustees or County Commission

**INFORMATION:** Under the Oklahoma 9-1-1 Emergency Number Act, to enable collection of the locally authorized service fee on landline telephone bills to pay for E9-1-1 service, each local government must approve a resolution/ordinance, on an annual basis, to set the actual fee and through 9-1-1 ACOG, notify the appropriate Incumbent Local Exchange Carriers (ILEC) or Competitive Local Exchange Carriers (CLEC) telephone service providers by September 1, 2014.

It is staff's recommendation for calendar year 2015 to maintain the landline service fees at their current rates.

9-1-1 service fees collected by wireless and VoIP providers are established under a separate statute and are not relevant under this resolution.

9-1-1 ACOG will provide information and an example of a Resolution/Ordinance form to each of the 9-1-1 ACOG member entities to assist in preparing their resolution establishing the 9-1-1 Service Fee for calendar year 2015.

**Action Requested:** Motion to approve staff's recommendation to maintain the landline service fees at their current rates.

To enable collection of the locally authorized service fee on landline telephone bills to pay for E9-1-1 service, each local government must approve a resolution/ordinance, on an annual basis, to set the actual fee *and* through 9-1-1 ACOG, notify the appropriate ILEC or CLEC telephone companies by September 1, 2014.

**Please mail a signed copy of your approved resolution before August 1 to:**

Barbara Hurdman, 9-1-1 ACOG  
9-1-1 Association of Central Oklahoma Governments  
21 E. Main Street, Suite 100, Oklahoma City, Oklahoma, 73104  
If you have any questions, please contact Barbara Hurdman, 234-2264.

**BOARD OF TRUSTEES**

June 16, 2014

**DONNA DOOLEN**  
ADA  
DISTRICT 3

Grayson Bottom  
Cindi Shivers  
City of Yukon  
P O Box 850500  
Yukon, OK 73085-0500

**LEROY LAGE**  
WATONGA  
DISTRICT 8

**MARCY LAMB**  
STILLWATER  
DISTRICT 5

Dear Grayson & Cindi:

**JIM LUCKETT, JR.**  
EL RENO  
ATLARGE

Please find enclosed 2 copies of the Amending Ordinance and Joinder Agreement for the Defined Benefit Plan for the City of Yukon with the effective date of July 1, 2014.

**ROBERT PARK**  
SHILLAW  
DISTRICT 2

The only change to the plan is to exclude anyone hired after June 30, 2014.

**JOHN SHUGART**  
BETHANY  
DISTRICT 6

After your governing board has signed the Ordinances and Joinders, please return the following to OMRF as soon as possible:

- One (1) Ordinance
- Two (2) Joinder Agreements

**ED TINKER**  
GLENPOOL  
DISTRICT 1

After the OMRF Board of Trustees has signed the Joinder Agreements, one original will be returned for your files. If you have any questions about the enclosed material, please feel free to call.

**GEORGE WILKINSON**  
WEATHERFORD  
DISTRICT 7

**BERTHA ANN YOUNG**  
SHAWNEE  
DISTRICT 4

Sincerely,



enclosures

AN ORDINANCE OF THE CITY OF YUKON, OKLAHOMA

ORDINANCE NO. 1299

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, **DEFINED BENEFIT PLAN FOR CITY OF YUKON**, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF **CITY OF YUKON**, OKLAHOMA; **PERTAINING TO THE DEFINITION OF EMPLOYEE**; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COUNCIL OF THE **CITY OF YUKON**, OKLAHOMA.

Section 1. **AMENDATORY.** The Employee Retirement System, **Defined Benefit Plan, of the City of Yukon**, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on **July 1, 2014**.

Section 2. **EXECUTION AUTHORIZATION.** The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. **SEVERABILITY.** If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. **REPEALER.** Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. **EMERGENCY.** Whereas, in the judgment of the City Council of the **City of Yukon**, Oklahoma, the public peace, health, safety, and welfare of the **City of Yukon**, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

\*\*\*END\*\*\*

The foregoing ordinance was introduced before the City Council of the City of Yukon on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and was duly adopted and approved by the Mayor and City Council on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et seq.).

**City of Yukon**

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

Approved as to form and legality on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CITY ATTORNEY



**OKLAHOMA MUNICIPAL RETIREMENT FUND  
MASTER DEFINED BENEFIT PLAN  
JOINDER AGREEMENT**

**City of Yukon**, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Yukon, Oklahoma, hereby establishes a Defined Benefit Plan to be known as **City of Yukon Plan** (the "Plan") in the form of The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

**1. Dates.**

- This instrument is a new Plan effective \_\_\_\_\_.
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective July 1, 1974. The effective date of this Joinder Agreement is **July 1, 2014**, except as otherwise stated in the Plan and the Joinder Agreement.

**2. Employee.**

The word "Employee" shall mean:

- Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person who, on or after the Effective Date, is an employee of the Employer and is .

The word "Employee" shall not include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person who is in the position of City Manager on or after January 17, 2011, and is currently accruing benefits under another retirement system which has been approved by the City Council.
- Any person who has an Employment Commencement Date after June 30, 2014.**

**3. Eligibility.**

Eligible Employees shall commence participation in the Plan: (Select only one)

- \_ month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date.
- On the Employee's Employment Commencement Date.

**4. Definition of Compensation.**

Compensation shall exclude the item(s) listed below:

- No exclusions.
- Overtime pay.
- Bonuses.
- Commissions.
- Severance pay.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Other: Accrued vacation or sick leave paid upon termination of employment and moving expenses.

**5. Average Monthly Compensation.**

The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of The Oklahoma Municipal Retirement Fund Master Defined benefit Plan is:

- sixty (60) consecutive months.
- thirty-six (36) consecutive months.

**6. The Employer hereby elects the following Plan design:**

- Mandatory Contribution Option. An Employee shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan. Mandatory Contributions shall be made by payroll deductions. An Employee shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Employee's contributions are to be taxed deferred:

- Pick-Up Option. The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick-up and pay the percentage of each Participant's Compensation required to be contributed as of July 1, 2013 in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- Non-Contributory Option. Participants shall not be required nor permitted to contribute to the Plan.

**7. A. Payment Options.** The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:

- Sixty (60) monthly payments.
- One hundred and twenty (120) monthly payments.

**B. Plan Options.** The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.

- Plan AAA - 3% with no maximum Years of Service
- Plan AAA - 3% recognizing a maximum of 22 Years of Service
- Plan AA - 2.625%
- Plan BB - 2.25%
- Plan CC - 1.875%
- Plan A - 1.5%
- Plan B - 1.125%
- Plan C - .75%

**C. Normal Retirement Age.** Normal retirement age shall be:

- Age 65
- The earlier of (i) and (ii) as follows:
  - (i) age 65
  - (ii) the later of age 62 and the age at which the Participant has completed 30 years of service.

Examples: An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.

An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

- Modified Rule of 80:
  - The earlier of (i) and (ii) as follows:
    - (i) age 65
    - (ii) the later of age 55 and the age at which the sum of the Participant's age in completed years and the participant's number of completed years of credited service total 80 or greater. To be eligible, the Participant's age plus service must be at least 80 prior to termination of employment.

- Examples:**
1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.
  2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus service points at age 50 but the minimum age for payment is 55.
  3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

- D. Vesting Options.** The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.
- Ten Year Cliff Vesting Schedule for persons hired on or after 7/1/05
  - Seven Year Cliff Vesting Schedule
  - Five Year Cliff Vesting Schedule for persons hired before 7/1/05
- E. Service Credit Prior to Original Plan Effective Date.** The Employer hereby elects to include the following limitation of service prior to the original Plan effective date.
- No limitation
  - Service credit prior to the original Plan effective date shall not exceed \_\_\_ years.
- F. Service Buyback.** The Employer hereby elects
- No service buyback pursuant to Section 10.13 of the Plan
  - The service buyback provisions of Section 10.13 of the Plan.
- G. Service for Worker's Compensation Period.** If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
- shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.
  - shall not be credited with Service for such period.
- H. Determination of Service for City Manager.** Any Participant in the position of City Manager for the City of Yukon and who was hired prior to March 1, 2002, and after October 1, 1994, shall receive an additional twelve (12) years (erroneously stated as 7 years in prior Joinders due to a typo) of credited Service for purposes of calculating benefits under Section 5.1 of the Plan. No early retirement reduction shall apply.
- I. Determination of Service for City Clerk.** Any Participant in the position of City Clerk for the City of Yukon on June 1, 2009, for the purposes of calculating benefits under Section 5.1 of the Plan, no early retirement reduction shall apply.
- J. Determination of Service for City Attorney.** Any Participant in the position of City Attorney for the City of Yukon as of February 1, 2011, and subject to receipt from the Internal Revenue Service of a favorable determination letter that covers the Plan, shall be 100% immediate vested and shall receive an additional sixteen (16) years of credited Service for purposes of calculating benefits under Section 5.1 of the Plan.

**8. Contributions by Employees.**

If Employees are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after July 1, 2013.

- a.  The Employee contribution formula in Section 3.3 of the Plan shall use the following maximum percentage for the Plan Option selected in Section 7B of this Joinder Agreement:

- Plan AAA – 6.0%
- Plan AA - 5.25%
- Plan BB - 4.5%
- Plan CC - 3.75%
- Plan A - 3%
- Plan B - 2.25%
- Plan C - 1.5%

- b.  The contribution formula shall be based on a percentage of compensation earned on or after July 1, 2013. Notwithstanding anything to the contrary herein, Employee contributions on or after July 1, 2013 shall be applied as follows:

- Effective July 1, 2013 thru June 30, 2014 - 1% of compensation
- Effective July 1, 2014 thru June 30, 2015 - 2% of compensation
- Effective July 1, 2015 thru June 30, 2016 - 3% of compensation
- Effective July 1, 2016 thru June 30, 2017 - 4% of compensation
- Effective July 1, 2017 thru June 30, 2018 - 5% of compensation
- Effective July 1, 2018 and thereafter - 6% of compensation

- c.  The contribution as annually determined each year shall be shared by the Employee and Employer as follows:

- Employee portion %
- Employer portion %

(Employee plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Employee as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

**9. Cost-of-Living Option.**

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

- No Cost-of-Living Option.

- Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.4 (Deferred Vested Pension), 6.3A and 6.3B (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be         , the original date that the Employer elected the Cost-Of-Living Option.

**10. Retiree Plan Improvement Option.**

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment of the Effective Date of this Joinder Agreement, shall

- be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.
- be increased by   %   effective   . Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.
- not be increased, but shall continue to be paid under the terms of the Previous Plan.

**11. Limitations on Optional Benefit Forms.**

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

- Optional benefit forms under Section 7.2 of the Plan will not be permitted.
- Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by an Employee, subject to the following limitation(s):

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

**12. Defined Contribution Option.**

- Not applicable.
- Participant shall be entitled to the benefit under this option, in addition to the benefit determined according to Section 7B.

An account shall be created for each active Participant as of the effective date of the option. The beginning balance of the account shall be the Participant's Contribution Accumulation. The account shall be credited with:

- (1) Mandatory Contributions made by the Participant after the effective date of the option.
- (2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OMRF) Defined Benefit Fund.

As soon as administratively possible after termination of employment or death, the administrator shall pay the Participant or Beneficiary if applicable, the account balance. The Participant may elect to receive the benefit in any of the Benefit options permitted under the plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences.

The administrator shall determine the method of determining the investment earnings and the date such investment earnings are credited.

This option shall be effective   .

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**13. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.**

IN WITNESS WHEREOF **City of Yukon** has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Yukon

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

Attest:

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

\_\_\_\_\_

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

(SEAL)



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**14. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

OKLAHOMA MUNICIPAL RETIREMENT FUND

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

Title: Chairman

Attest:

\_\_\_\_\_  
Secretary

(SEAL)



Kari Baser  
Distribution & Project Manager

BOARD OF TRUSTEES

June 16, 2014

**DONNA DOOLEN**  
ADA  
DISTRICT 3

Cindi Shivers  
City of Yukon  
PO Box 850500  
Yukon OK 73085

**LEROY LAGE**  
WATONGA  
DISTRICT 8

Dear Cindi:

**MARCY LAMB**  
STILLWATER  
DISTRICT 5

Per your discussions with Chris, please find enclosed 2 copies of the Adopting Ordinance and Joinder Agreement for the Defined Contribution Plan for the City of Yukon with the effective date of July 1, 2014.

**JIM LUCKETT, JR.**  
EL Reno  
AT-LARGE

The DC Plan has the following plan options:

- Definition of Employee EXCLUDES anyone hired before July 1, 2014
- Employee Contribution 5.00% GPU
- Employer Contribution is Variable
- Vesting schedule is 7 year Cliff Vesting
- Loans are not allowed

**ROBERT PARK**  
SILVER  
DISTRICT 2

If these plan options are not correct, please let me know, and I will make any necessary changes.

**JOHN SHUGART**  
BETHANY  
DISTRICT 6

After your governing board has approved the ordinance, please return the following to OMRF as soon as possible:

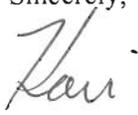
- One (1) Adopting Ordinance
- Two (2) Joinder Agreements

**ED TINKER**  
GLENSPOOL  
DISTRICT 1

**GEORGE WILKINSON**  
WEATHERFORD  
DISTRICT 7

After the OMRF Board of Trustees has signed the Joinder Agreements, one original Joinder will be returned for your files. If you have any questions about the enclosed material, please feel free to call Chris (ext 103) or me (405-620-0101).

**BERTHA ANN YOUNG**  
SHAWNEE  
DISTRICT 4

Sincerely,  
  
enclosures

ORDINANCE NO. 1300

AN ORDINANCE ADOPTING AN EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF YUKON, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF YUKON, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR NON-ALIENATION OF BENEFITS AND LOSS OF BENEFITS FOR CAUSE; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; PROVIDING FOR EMPLOYER PICKUP OF REQUIRED CONTRIBUTIONS; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

**BE IT ORDAINED BY THE CITY COUNCIL OF YUKON, OKLAHOMA:**

**Section 1.** That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of July 1, 2014, the funded Plan designated "Employee Retirement System of City of Yukon, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (Master Defined Contribution Plan) and attached hereto as part hereof.

**Section 2. ADMINISTRATION.** For the purpose of administration the System there is hereby established a Committee, which shall be the members of the City Council of City of Yukon, Oklahoma, as now existing or as from time to time duly elected or appointed and constituted. The powers and duties of the Committee shall be as set forth in the System instrument attached hereto as Exhibit "B".

**Section 3. FUND.** A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of

Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

**Section 4. APPROPRIATIONS.** The City of Yukon, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Yukon, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

**Section 5. SPECIAL INCOME TAX TREATMENT FOR CONTRIBUTIONS UNDER IRC414.** The Plan contains provisions which are intended to constitute a pick-up program by the Employer which satisfies the requirements of section 414(h)(2) of the Internal Revenue Code of 1986 (the "Code"); and the Plan, be, and it is, approved and adopted as of the date therein stated; and required contributions described in Section 5 of the Joinder are designated as "picked-up" by the employer so as to not be included in Plan Participants' gross income for Federal income tax purposes as provided in Section 414(h)(2) of the Code. All such required contributions are to be paid by the employer in lieu of contributions by the Plan Participant. No Participant in the Plan shall have the option of choosing to receive the amounts of required Contributions directly in lieu of having such amounts paid by the employer to the Trustees of the Plan.

**Section 6. EXECUTION.** The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Yukon, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a

part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

**Section 7. REPEALER.** Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

**Section 8. SEVERABILITY.** If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

**Section 9. EMERGENCY.** Whereas, in the judgment of the City Council of the City of Yukon, Oklahoma, the public peace, health, safety, and welfare of the City of Yukon , Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

\*\*\*END\*\*\*

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of City of Yukon on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and was duly adopted and approved by the Mayor and City Council, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Yukon

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Approved as to form and legality on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CITY ATTORNEY



**OKLAHOMA MUNICIPAL RETIREMENT FUND  
MASTER DEFINED CONTRIBUTION PLAN  
JOINDER AGREEMENT**

**City of Yukon**, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Yukon, Oklahoma, hereby establishes a Defined Contribution Plan to be known as the **City of Yukon Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

**1. Dates.**

**This instrument is a new Plan effective July 1, 2014.**

This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective . The effective date of this Joinder Agreement is \_\_\_\_\_, except as otherwise stated in the Plan and the Joinder Agreement

**2. Employee.**

The word "Employee" shall mean:

**Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.**

Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

Any person who, on or after the Effective Date, .

The word "Employee" shall not include:

**Any person who is currently accruing benefits under any other state or local retirement system.**

**Any person who is in the position of City Manager and covered under a separate retirement program approved by the City Council.**

**Any person hired before July 1, 2014.**

**3. Entry Date.**

Eligible Employees shall commence participation in the Plan: (Select only one)

**The first of the month following 90 days of employment (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee shown above was met.**

On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

**4. Definition of Compensation.**

Compensation shall exclude the item(s) listed below:

No exclusions.

Overtime pay.                       Bonuses.                       Commissions.

**Severance pay.**

Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.

**Other: Accrued vacation or sick leave paid upon termination of employment and moving expenses.**

5. **Plan Design.**

The Employer hereby elects the following Plan design:

**Pick-up Option.** Each Employee shall be required to contribute to the Plan 5.00% of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

Thrift Plan Option.

A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.

The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.

The Employer contribution together with amounts forfeited, if any, shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period.

The Employer shall not contribute to the Fund a percentage of the total Mandatory Contributions contributed by Participants.

Fixed Contribution. The Employer shall contribute to the Fund an amount which when added to amounts available from Amounts Forfeited in prior periods, if any, shall equal % of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution together with amounts available from Amounts Forfeited in prior periods shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

**Variable Funding Option.**

**The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)**

**Option A:** The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

**Option B:** The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

**Option C:** A combination of Options A and B in the following ratios: % for Option A, and % for Option B.

401(k) Funding Option.

(This Option available only if elected prior to May 1, 1986)

Participant Deferral Elections shall be allowed under the provisions of Section 4.9 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period. The election period shall be the one month period preceding each [ ] Valuation Period [ ] calendar quarter of the Valuation Period.

Section 4.9(c) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).

No Employer Contribution Option.

**6. Other Participant Contribution Options.**

- Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.5 of the Plan.**
- A Participant may not withdraw Voluntary Nondeductible Contributions.
- Participants shall not contribute to the Plan.

**7. Self-Directed Investments.**

- Are permitted.**
- Are not permitted.

**8. Allocation of Forfeitures Available.**

- Shall be added to Employer contribution.
- Shall reduce the Employer contribution.**

**9. Service for Worker's Compensation Period.**

- If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
- shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.**
  - shall not be credited with Service for such period.

**10. Vesting.**

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

Option A

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

Option B

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

Option C

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

Option D

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
<b>less than 7</b>	<b>0%</b>	<b>100%</b>
<b>7 or more</b>	<b>100%</b>	<b>0%</b>

Option E

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option E is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

**11. Participant Loans.**

Participant loans shall be offered pursuant to Section 6.14 of the Plan.

**Participant loans shall not be offered.**

**12. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.**

IN WITNESS WHEREOF **City of Yukon** has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Yukon

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

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

Attest:

\_\_\_\_\_

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

(SEAL)



**13. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

OKLAHOMA MUNICIPAL RETIREMENT FUND

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

Title: Chairman

Attest:

\_\_\_\_\_

Secretary

(SEAL)



STATE OF OKLAHOMA  
NOTICE OF INTENT (NOI)  
HAZARD MITIGATION GRANT  
PROGRAM (HMGP)



**IMPORTANT:** Please use this form if you have a potential mitigation project. Complete the form as soon as possible and return to the **Oklahoma State Hazard Mitigation Officer** as shown below. If you have more than one project, this form can be copied for your use as needed.

**PART I – APPLICANT INFORMATION**

Applicant: City of Yukon

Mailing address: 500 W. Main Street

City: Yukon Zip: OK County: Canadian

Name of contact person: Frosty Peak

Title of contact person: Director, Emergency Management

Telephone number: ( 405 ) 823-0544

Fax number: ( 405 ) 350-0786 E-Mail: fpeak@cityofyukonok.gov

Date of Approved Hazard Mitigation Plan (attach here to a copy of the plan page(s) where this project is shown as a mitigation action) May2011-FEMA  
Approved and plan expires  
2016

Applicant is eligible for HMGP funding in accordance with 44 CFR 206.434 (a):

- (1)  State / local government;
- (2)  Private non-profit which owns or operates a critical facility (see criteria);
- (3)  Tribal government

**PART II – PROJECT INFORMATION** Generator

**Project Description:**

The proposed project is to replace the generator at Fire House #2, currently the generator is over 20 years in age and we can no longer get parts for it, it is of urgent replacement this poses a risk to public health and safety if not resolved. The Generator would be EPA –Certified Emergency Stationary system. The generator will be tested weekly and maintenance quarterly.

Estimated Project Cost: \$ \$20,261.00 Local share (25%) \$ \$5065.25

Amount requested from the Hazard Mitigation Grant Program : \$15,195.75  
(Not more than 75 percent of the total project cost.)

Is the applicant delinquent on any federal debt? No  Yes

Are you receiving or requesting assistance from any other source? No  Yes

If yes, list source: \_\_\_\_\_

Do you currently have matching funds (25 percent of the project cost?): No  Yes

Will the 25 percent match be: Cash  In-kind  Combination

If other, provide explanation. \_\_\_\_\_

Requested project start date: August 2014 Population served by this project: 30,000

If the project is for flood mitigation: No  Yes

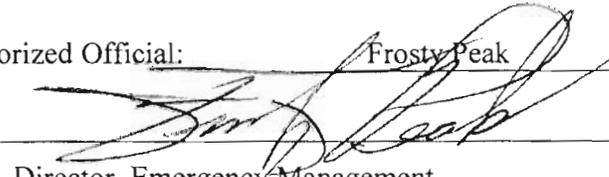
- Is the applicant a member of the National Floodplain Insurance Program? No  Yes
- If "No" and the project will be in the Special Hazard Flood Area, the sub-applicant must participate in the National Floodplain Insurance Program (NFIP). If the project will not be in the Special Hazard Flood Area, then participation is not required.

This project is eligible for HMGP funding in accordance with criteria established in 44 CFR 206.434 (c) - (g): (use the attached Project Eligibility Checklist to indicate applicable criteria).

**PART III - ASSURANCE**

I, the undersigned, hereby certify that all information provided in this Notice of Intent to submit an application for financial assistance in accordance with policies of the Federal Emergency Management Agency is true and correct to the best of my knowledge. I certify that the applicant (i.e., organization, city, county, etc.) will fulfill all requirements of the program as contained in the program guidelines.

Printed Name of Authorized Official: Frosty Peak

Signature: 

Title: Director, Emergency Management

Date: 06/16/14

**STATE HAZARD MITIGATION OFFICER:**

Annie Mack Vest  
 State Hazard Mitigation Officer  
 Oklahoma Department of Emergency Management  
 P O Box 53365  
 Oklahoma City, OK 73152  
 Phone: (405) 521-2481  
 Fax: (405) 522-1947  
 E-mail: [annie.vest@oem.ok.gov](mailto:annie.vest@oem.ok.gov)

## PROJECT ELIGIBILITY CHECKLIST

(check all of the following criteria which most closely describe your project and its purpose)

- (c) **Minimum project criteria.** To be eligible for the Hazard Mitigation Grant Program, a project must:
- (1) Be in conformance with the State Mitigation Plan and Local Mitigation Plan approved under 44 CFR part 201,
  - (2) Have a beneficial impact upon the designated disaster area, whether or not located in the designated area;
  - (3) Be in conformance with 44 CFR part 9, Floodplain Management and Protection of Wetlands, and 44 CFR part 10, Environmental Considerations;
  - (4) Solve a problem independently or constitute a functional portion of a solution where there is assurance that the project as a whole will be completed. Projects that merely identify or analyze hazards or problems are not eligible;
  - (5) Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a major disaster. The grantee must demonstrate this by documenting that the project:
    - (i) Addresses a problem that has been repetitive, or a problem that poses a significant risk to public health and safety if left unsolved,
    - (ii) Will not cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur. (OEM Note: Both costs and benefits will be computed on a net present value basis )
    - (iii) Has been determined to be the most practical, effective, and environmentally sound alternative after consideration of a range of options,
    - (iv) Contributes, to the extent practicable, to a long-term solution to the problem it is intended to address,
    - (v) Considers long-term changes to the areas and entities it protects, and has manageable future maintenance and modification requirements.
- (d) **Eligible activities —**
- (1) **Planning.** Up to 7% of the State's HMGP grant may be used to develop State, tribal and/or local mitigation plans to meet the planning criteria outlined in 44 CFR part 201.
  - (2) **Types of projects.** Projects may be of any nature that will result in protection to public or private property. Activities for which implementation has already been initiated or completed are not eligible for funding. Eligible projects include, but are not limited to:
    - (i) Structural hazard control or protection projects;
    - (ii) Construction activities that will result in protection from hazards;
    - (iii) Retrofitting of facilities;
    - (iv) Property acquisition or relocation, as defined in paragraph (e) of this section;
    - (v) Development of State or local mitigation standards;
    - (vi) Development of comprehensive mitigation programs with implementation as an essential component;
    - (vii) Development or improvement of warning systems.
- (e) **Property acquisition and relocation requirements.** Property acquisitions and relocation projects for open space proposed for funding pursuant to a major disaster declared on or after December 3, 2007 must be implemented in accordance with Part 80 of this chapter. For major disasters declared prior to December 3, 2007, a project involving property acquisition or the relocation of structures and individuals is eligible for assistance only if the applicant enters into an agreement with the FEMA Regional Director that provides assurances that:
- (1) The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed (hereafter called in section (d) the property):
    - (i) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and
    - (ii) No new structure(s) will be built on the property except as indicated below:
      - (A) A public facility that is open on all sides and functionally related to a

- designated open space or recreational use;
- (B) A rest room; or
- (C) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Director approves in writing before the construction of the structure begins.
- (iii) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.
- (2) In general, allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, previous parking lots, and buffer zones.
- (3) Any structures built on the property according to paragraph (d)(1) of this section, shall be flood proofed or elevated to the Base Flood Elevation plus one foot of freeboard.
- (f) **Duplication of programs.** Section 404 funds cannot be used as a substitute or replacement to fund projects or programs that are available under other Federal authorities, except under limited circumstances in which there are extraordinary threats to lives, public health or safety or improved property.
- (g) **Packaging of programs.** Section 404 funds may be packaged or used in combination with other Federal, State, local, or private funding sources when appropriate to develop a comprehensive mitigation solution, though section 404 funds cannot be used as a match for other Federal funds.

Our energy working for you.™



Quotation

CUMMINS SOUTHERN PLAINS, LLC  
5800 West Reno  
Oklahoma City OK 73127 United States  
Direct: 405-948-2211

February 26, 2014

City of Yukon Fire  
Yukon OK 73099 United States

Attention: Chief Kevin Jones

Project Name: Yukon Fire Station #2

Quotation: 26500000638175

Thank you for your inquiry. We are pleased to quote as follows:

Item	Description	Qty
C40 N6	40kW, 60HZ, Standby, Natural Gas/Propane Genset, 1800rpm engine	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L193-2	NFPA 110 Type 10 Level 1 Capable	1
L228-2	Certified-Seismic, IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012	1
L155-2	Emissions Certified-Spark Ignited, EPA, Emergency, Stationary, 40CFR60	1
C284-2	Single Gas Fuel - NG or LP Vapor	1
F231-2	Enclosure-Alum, Sound, Attenuated, Level 1, w/Exhaust System	1
R104-2	Voltage-120/240, 1 Phase, 3 Wire	1
B949-2	Alternator-60Hz, 4 Lead, 240/120V, 1 Phase, 120C, 40C ambient	1
H700-2	GENSET CONTROL-POWERCOMMAND 1.1	1
B240-2	Exciter/Regulator-Torque Match	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H001-2	Shutdown-Low Oil Press	1
K796-2	Stop Switch-Emergency	1
H608-2	Control Mounting-Right Facing	1
KV03-2	Load Connection-Single	1
KV18-2	Circuit Breaker, Loc A, 175A, 2 Pole, 600VAC, UL	1
P176-2	Enclosure Color-Green, Aluminum Enclosure	1
F207-2	Wind Rating-150MPH, Aluminum Housing	1
F179-2	Skidbase-Housing Ready	1
A422-2	Engine Starter - 12 VDC Motor	1

A333-2	Battery Charging Alternator-Normal Output	1
B927-2	Battery Charger - 5 Amp, Regulated	1
E125-2	Engine Cooling-High Ambient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
H036-2	Coolant Heater-120 Volt Ac, Single Phase	1
D041-2	Engine Air Cleaner-Normal Duty	1
H706-2	Engine Oil	1
L028-2	Genset warranty- Base, Standby 2 years / 400 hours	1
L050-2	Literature-English	1
A322-2	Packing-Skid, Poly Bag	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1
H721-2	Cold Weather Starting	1
SPEC-A	Product Revision – A	1
Genset Freight	Generator Freight FOB Jobsite	1
Battery - SAE 31	12 Volt, Lead Acid	1
Initial Fill	Coolant & Lubricant	1
Submittals	Installation Documents	1
Level I Walk Through Training	System Instruction for Site Personnel by Field Technician	1
Start-Up	System Check & Inspection	1
Mileage	Start Up-Travel to and from Job Site	1
Crane & Rigging	Crane and Rigging to Remove Existing & Set New Equipment	1
OPEC225	Transfer Switch-Electronic Control, 225 Amp	1
A028-7	Poles-3 (Solid Neutral)	1
A046-7	Listing-UL 1008/CSA Certification	1
A044-7	Frequency-60 Hertz	1
A041-7	System-Single Phase, 2 Wire Or 3 Wire	1
R023-7	Voltage-240 Vac	1
B001-7	Cabinet-Type 1	1
KB59-7	Battery Charger-15 Ampere, 12 Volt, 50/60 Hertz	1
M033-7	Genset Starting Battery-12VDC	1
G009-7	Transfer Switch Warranty - 1 Year Comprehensive	1
SPEC-A	Product Revision – A	1

**Grand Total \$20,261.00**

\*\*\*Any local, State & Texas Emissions Reduction Plan (TERP) sales and use taxes which may be applicable are not included in this quotation.

## Terms and Conditions

### Submittals:

Submittal completion: **2 to 4** calendar weeks after receipt of purchase order.

### Delivery:

Delivery is estimated as **3 to 4** calendar weeks (ATS) and **4 to 6** calendar weeks (GenSet) after receipt of written purchase order, receipt of approved submittals and written release of order for production. No liquidated damages will be accepted, assigned, or transferred to Cummins Southern Plains, LLC. Due to heavy demand in the current engine business, please be advised that delivery lead times are subject to change. Delivery point is listed in "Quote Includes" section above.

**A detailed specification was not included with the request for quotation. Equipment and services are limited to those listed in this quotation. Any additional requirements are not included with this quotation.**

### Quotation Terms and Conditions:

Due to the unstable pricing market for steel and copper, pricing is firm for order(s) received within 30 days of quotation date. If after 30 days from quotation date, or anytime prior to submittal release/approval raw material, components or vendors increase prices, or impose a surcharge on CSPL, CSPL reserves the right to increase prices and/or surcharge Purchaser and Purchaser agrees to accept such price increase or surcharge. Any local, State & Texas Emissions Reduction Plan (TERP) sales and use taxes which may be applicable are not included in this quotation. Payment terms are net 30 days after shipment with credit approval. **OR** due on delivery.

Start Up procedure and testing will be in accordance with manufacturer's published documentation.

Effective for Emergency SI (spark ignited) gas engines/gensets manufactured on or after 1/1/2009, the following rules apply for **Emergency (standby) applications**. The engines/gensets are required to meet the following emission regulations. Please note that local governing bodies may enforce emissions requirements that are more stringent than the Federal EPA requirements.

(Prime power EPA SI NSPS regulations are effective 1/1/2008 and 7/1/2008 depending on engine horsepower)

2.0 g/BHP-hr NOx

4.0 g/BHP-hr CO

1.0 g/BHP-hr VOC

If the owner purchases a **certified** engine/genset nothing more needs to be done, the **certified** engine/genset will come with a data tag that states compliance and is certified to meet the EPA SI regulation.

The following minimum charges will be assessed for cancellation of any order:

- 10% of total order price if cancellation is received in our office after we have provided submittals and prior to releasing equipment to be manufactured.
- 25% of total order price if cancellation is received in our office after we receive submittal release to order, we receive a purchase order for a generator already on order with the factory, or we are asked to make any hardware changes to the equipment already on order with the factory.
- 50% of total order price if cancellation is received in our office 60 or fewer days before the scheduled shipping date on the order.
- 100% of total order price if cancellation is received in our office after the equipment has shipped from the manufacturing plant.

Operations and Maintenance Manual quantity is listed in "Quote Includes" section above. Unless noted otherwise, only Cummins standard operation and maintenance manuals included in our proposal Additional Manuals are available at \$ 150.00 each.

If hard copy submittals or operation and maintenance manuals are rejected, all copies must be sent back for Cummins Southern Plains to revise and re-submit. Otherwise a fee of \$150/manual or submittal will be charged.

All pricing quoted is contingent upon your acceptance of delivery at job site or other designated location within 20 days of our stated manufacturer's ship date. Equipment held for more than 20 days may be subject to storage charges based on the total project value.

Those orders that are ready for shipment but can not be delivered, for reasons such as job site delay, credit reasons, or equipment held at the customer's request, will be assessed a 2% (of net invoice) per month storage charge, starting 20 days after the estimated delivery date listed below. Storage may be elected up to 3 months, after which the order will be subject to cancellation, with appropriate cancellation charges applied.

One (1) startup service call at site listed above is included with the above price. Included startup service is to be performed during normal working hours. After hours and weekend service is available at an additional fee. One week notification is required for startup services. Completed and signed startup questionnaire must be returned 24 hours prior to scheduled startup. If Start Up by a factory trained/Authorized technician is not performed within 12 months of delivery to the jobsite, additional costs may be added to cover required maintenance and/or service rate increases.

Startup service work includes:

1. Initial fill of coolant and lubricant.
2. Installation and connection of batteries.
3. Land control wires if necessary.
4. Set all controls, timers and relays.
5. Verification that phase rotation and voltage of the GenSet matches phase rotation and voltage of the building at the Transfer Switch.
6. Check of all Safety devices.
7. System check to verify proper operation of all components.
8. Walk through Training and Orientation for Site Personnel. Any additional service time is available at our standard field service rates.

Off loading at delivery point, setting in place, Installation of equipment or loose components, load wiring and piping of the quoted equipment is not included in this quotation. Fuel at job site is not included.

Due to the size of the equipment and/or shipping or installation constraints, loose components on this project include:

1. Generator Set.
2. Automatic Transfer Switch.
3. Battery Charger

**Authorization:**

I, \_\_\_\_\_ accept the above terms and conditions on behalf of

\_\_\_\_\_ and authorize **Cummins Southern Plains** to order the above equipment as per approved submittals and as described in the above quote.

Accepted By:

\_\_\_\_\_  
Authorized Signature

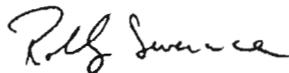
\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order # or Job Name Reference

Thank you for considering Cummins Power Generation products. We appreciate the opportunity to work with you on this project. If any additional information or assistance is desired, please do not hesitate to contact me.

Thank you,



Robby Severance  
Power Systems Representative  
Cummins Southern Plains, LLC.  
(405) 948-2211 direct  
robb.y.severance@cummins.com

## Doug Shivers

---

**From:** Frosty Peak  
**Sent:** Tuesday, June 17, 2014 11:18 AM  
**To:** Doug Shivers  
**Subject:** FW: NOI - Generator Fire House #2  
**Attachments:** 2014 NOI Generator Fire House #20001.pdf; 2014 NOI Generator Fire House #20002.pdf; 2014 NOI Generator Fire House #20003.pdf; 2014 NOI Generator Fire House #20004.pdf; 2014 NOI Generator Fire House #20005.pdf; 2014 NOI Generator Fire House #20006.pdf; 2014 NOI Generator Fire House #20007.pdf; 2014 NOI Generator Fire House #20008.pdf

***On Behalf of Frosty Peak, the Emergency Management Director ;***

Hello Annie,

I have attached an NOI request for a Generator at our Fire House #2 it is in urgent need of replacement. The generator is over 20 years in age and we can no longer get parts for it. This poses an urgent health risk and safety if not resolved. Thank you in advance for your consideration in this matter.

Please feel free to contact us if you have any questions or need any additional information.

Many Thanks,

**Lori Adams**  
Deputy Director, Emergency Management  
City of Yukon, Oklahoma  
100 S. Ranchwood Blvd.  
Yukon, Oklahoma 73099  
T: 405.350.5413  
F: 405.350.0786  
C: 405.503.7993  
[www.cityofyukonok.gov](http://www.cityofyukonok.gov)



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**DATE:** June 20, 2014

**FROM:** Mitchell Hort  
Community Development Director

**TO:** City Manager, City Council & City Clerk

**RE:** Request of Proposal package for Trash, Grass & Weed Abatement

**MEMORANDUM**

The Community Development office respectfully request that an item be place on the Agenda of the July 1, 2014 Yukon City Council meeting.

- The item needing to be heard by the City Council, is the review and approval of a RFP (request for proposal) package for Trash, Grass and Weed Abatement.
- We are asking the council to review and approve the documents we have created and reviewed with our department and also reviewed with counsel from the City Attorney.
- This RFP package will be used as the foundation in selecting the contractor(s) we will use to assist us in abating various Trash, Grass and Weed Code Violations.

Please see attached Request for Proposal



## **Public Nuisance Abatement Request for Proposal**

- Work Description:** Grass and Weed cutting; Tree and Brush Trimming; Tree Limb and Brush Removal; Trash and Debris removal; Health and Safety Nuisance Abatement – Securing Unsecured Structures
- Contract Period:** To include part of FY 2014- 2015 and part of FY 2015-2016 and shall hereafter be referred to as contract year September 1, 2014 to October 31, 2015
- Instructions:** A **mandatory pre-proposal conference** will be held at 2:00 pm on Friday August 15, 2014 in Centennial Building, 12 S. 5<sup>th</sup> Street, Yukon, OK
- Complete Bidding Package must be filled out completely and submitted by **3:00 pm Friday, August 22, 2014.**
- Proposal/Bids will be received by the City Clerk's Office of the City of Yukon at 500 W. Main Street/P.O. Box 850500, Yukon, OK 73085, through above referenced date and time.
- Due Date:** August 22, 2014 – 3:00 pm
- Questions:** Any correspondence, question or request for copies of Request for Proposal bidding and information Package should be directed to City of Yukon, Development Services Director, attn. Mitchell Hort, P.O. Box 850500, Yukon, OK 73085. Development Services office is currently located at 10 S. 5<sup>th</sup> Street and office phone # is 405-354-6676.

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# **Request for Proposals**

## **For Public Nuisance Abatement**

### **I. Introduction**

#### **A. Requesting Entity Information**

The City of Yukon, Oklahoma, with municipal offices located at 500 W. Main, PO Box 850500, Yukon, OK 73085 is the requesting entity.

#### **B. Overview and Objective**

The purpose of this request is to contract with at least one and probably two contractors for “Indefinite Delivery - Indefinite Quantity” nuisance abatement services for the abatement of; tall weeds and grass; removal of trash and debris; trimming and removal of brush and trees and securing unsecured structures for the contract year 09/01/2014-10/31/2015.

The City of Yukon will provide the abatement projects to contractors as they are approved by Development Services (f/k/a Community Development) after going through proper notice and hearing process outlined in the City of Yukon Code of Ordinances. Projects will be assigned to contractor, first on a rotating basis starting with the contractor with the highest Ranking and second based on the availability of contractor to start within a minimum of 48 hours of notice. Contractors inability to perform in timely manner both in beginning and finishing project, could affect assignment of projects.

The Director of Development Services or his designee will provide in writing the details of each abatement project. It is the contractors’ responsibility to ask all clarifying question regarding the project at the time of assignment and get any changes that have been agreed to in written form. The Director of Development Services or his designee and the Contractor will agree on the starting and length of time for each project assigned.

It is understood and agreed that this proposal and ultimate agreement entered into with the City of Yukon is not guaranteed for the duration of the stated contract period or for any specific or estimated quantity of work.

## II. Contract Criteria

### A. Detailed Criteria

The successful contractor(s) will be required to visit the City of Yukon to familiarize himself with the proposed project, its scope of work, and the areas affected. The scope of work is anticipated to include the following activities:

#### 1. Abatement of Trash, Grass and Weeds

Abatement of Trash, Grass and Weeds as defined in the contract specifications will include but not be limited to the removal of said conditions as defined in:

##### **Chapter 46 – Article II – Division II - Section 46-41 & 46-42**

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

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

- (1) Exceeds ten inches in height, except healthy trees, shrubs or produce for human consumption grown on a tended and cultivated garden unless such trees and shrubbery by their density or location constitute a detriment to the health, benefit and welfare of the public and community or a hazard to traffic or create a fire hazard to the property or otherwise interfere with the mowing of such weeds;
- (2) Regardless of height, harbors, conceals or invites deposits or accumulation of refuse or trash;
- (3) Harbors rodents or vermin;
- (4) Gives off unpleasant or noxious odors;
- (5) Constitutes a fire or traffic hazard; or
- (6) Is dead or diseased.

**The term "weed" shall not include** tended crops on land zoned for agricultural use which are planted more than 150 feet from a parcel zoned for other than agricultural use

#### 2. Removal of Health Nuisances (including the Securing of Structures)

Removal of health nuisances as defined in the contract specifications shall include but not be limited to removal of said conditions as defined in:

## **Chapter 46 – Article II – Division I**

### **Section 46-26 Creation or maintenance prohibited**

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

### **Section 46-27 Certain nuisances enumerated**

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

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

### **Section 46-30 Abatement of health nuisances**

(a) Pursuant to authority granted by 63 O.S. § 1-1011, the code official shall have authority to order the owner or occupant of any private premises in the city to remove from such premises, at his own expense, any source of filth, cause of sickness, condition conducive to the breeding of insects or rodents that might contribute to the transmission of disease, or any other condition adversely affecting the public health, within 24 hours, or within such other time as might be reasonable, and a failure to do so shall constitute an offense. Such order shall be in writing and may be served personally on the owner or occupant of the premises, or authorized agent thereof, by the code official or by a policeman or a copy thereof may be left at the last usual place of abode of such owner, occupant or agent, if known and within the state. If the premises are unoccupied and the residence of such owner, occupant or agent is unknown, or is without the state, such order may be served by posting a copy thereof on the premises, or by publication in at least one issue of a newspaper having a general circulation in the city.

#### **B. Period of Performance**

The period of performance for the contract is September 1, 2014 to October 31, 2015. The successful contractor will be issued a Notice-to-Proceed with Contract and issued work orders as they are processed by the Development Services office.

#### **C. Proposed Contract Schedule**

Bid/Proposal Due	August 22, 2014
Contractor Selection	August 25, 2014
Contract Agreement Approved by Staff	August 27, 2014
Approval of Contract City Manager	September 2, 2014

\*If second meeting is required for presentations, the dates above will be changed, with Council action on April 15, 2014.

#### **D. Inquiries**

Questions regarding the proposal may arise as proposers are preparing their packages and should be addressed to Mitchell Hort, Director of Development Services (405)-354-6676

### **III. RFP Criteria**

#### **A. General Requirements**

The Yukon City Clerk's office at 500 W. Main, Yukon, Ok must receive all proposals by 3:00 pm on **August 22, 2014**.

Proposals must be signed by a duly authorized official of the proposer. A minimum of **FIVE (5) COPIES** of the proposal must be submitted. No reimbursement will be made for any cost incurred in preparing the proposal or any cost prior to a formal notice to proceed.

Each proposal shall state it is valid for a period on not less than sixty (60) days from the date of receipt.

#### **B. Prohibited Interest**

No member, officer, employee of the City of Yukon, or member of its governing body during his or her tenure, or one (1) year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

#### **C. Equal Employment Opportunities**

In connection with this proposal, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being handicapped or disadvantaged person, or disabled or War Veteran.

The Contractor shall furnish all necessary information and reports and shall permit access to its books, records and accounts by the City of Yukon for purposes of investigation to ascertain compliance with the non-discrimination/minority business provision of any resultant contract.

#### **D. Insurance Requirements**

The Contractor(s) must obtain the following insurance:

1. The contractor shall maintain, during the life of this contract, Workers Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance in the amount of not less than twenty-five thousand dollars (\$25,000) for all his employees.

2. Comprehensive Public Liability Insurance including, but not limited to products liability:

a.	Bodily Injury – each person	\$ 500,000.00
b.	Bodily Injury – each accident	\$ 1,000,000.00
c.	Property Damage – each person	\$ 500,000.00
d.	Property Damage – each accident	\$ 100,000.00

3. Comprehensive Automobile Insurance

a.	Bodily Injury – each person	\$ 500,000.00
b.	Bodily Injury – each accident	\$ 1,000,000.00
c.	Property Damage – each person	\$ 50,000.00

\*Performance Bond in the form of a Cash Surety in the amount of \$1,500.00 to be held in escrow during the term of the contract.

The policies of insurance shall be executed by insurance or indemnity carriers authorized to do business in the State of Oklahoma, and said insurance shall name the City of Yukon, as additional insured.

The contractor shall furnish certificates evidencing such insurance shall not be cancelled or changed without giving the Community Development Department ten (30) days prior written notice.

#### **E. Minimum Content of Proposal**

**At a minimum the proposal should contain the following elements:**

1. Type of business organization, length of time in business and names of Operational Managers.
2. Proof of required Insurance
3. Detail of previous experience in both residential, commercial & municipal
4. Three (3) references with contact name, phone number & email address
5. Detail of current equipment inventory
6. A list of employees & supervisors who will be performing services under contract
7. Proposed Fee Schedule - (Attachment A)

#### **IV. Selection Process**

##### **A. Right to Reject**

The City of Yukon retains the right to reject any or all proposals to re-solicit if deemed to be in the best interest of the City of Yukon.

**B. RFP Review Process**

The City of Yukon will review responses to this RFP that meet the requirements enumerated and are received prior to the designated closing date. Firms without the ability to acquire adequate insurance, in minimum amounts set forth herein to protect the City's interest, will not be considered and will not be evaluated.

Upon review of all qualified proposers, the selection committee will rank all the qualified proposers. The two highest ranked proposers will be selected and offered a contract based on the Contract Specifications.

If the City is unable, after good faith efforts, to secure a satisfactory contract with one or both of the selected proposers, it shall formally end consideration of that proposer(s) and may offer a contract to the next highest ranked proposer(s).

**C. Keynotes**

The most important evaluation emphasis will be placed upon the ability of the proposing company to complete the work assigned with the time frames set forth in the Contract Specifications. Illustrative and descriptive material describing previous work of the proposer, his or her equipment, and abilities is recommended. At the proposer's request, this material will be returned at the completion of the review process, at their expense.

The proposer shall provide a list of previous related work experience with contact persons and phone numbers.

Key personnel (by names and position) relative experience and capabilities, as well as subcontractors, will be evaluated closely.

**D. Ranking Criteria**

1. Acceptance of payment schedule. (Attachment B)	<b>MANDATORY</b>
2. Previous Residential/Commercial Experience	5 pts.
3. Previous Municipal Experience	5 pts.
4. References	40 pts.
5. Detail summary of equipment	30 pts.
6. Yukon based firm	<u>20 pts.</u>
TOTAL	100 points

**V. Finalization**

**A. Contract**

Successful proposers will be required to enter into a written agreement with the City of Yukon.

**Attachment A**

**PROPOSED FEE SCHEDULE**

The City of Yukon Development Services office is seeking proposals for abatement of public nuisance properties within the city limits. We estimate that approximately 50 properties will be abated during the contract period. Abatement of abandoned properties can include cutting grass approximately every 2-3 weeks during the growing season.

**Grass/Weed cut and trim (all labor/material & equipment) – price per job)**

- 1. Cut/Trim residential lot Half (1/2) acre or less  
Grass/Weed height – Ten (10) or greater \$ \_\_\_\_\_
- 2. Cut/Trim residential lot More than Half (1/2) less than  
**one (1) acre** \$ \_\_\_\_\_

**Grass/Weed cut and trim (all labor/materials & equipment)**

- 1. Per Man hour \$ \_\_\_\_\_ hourly

**Herbicide application to driveway (all labor/material & equipment)**

- 1. up to double car drive \$ \_\_\_\_\_
- 2. More than double car drive \$ \_\_\_\_\_

**Tree & Shrub Trimming (all labor/materials/equipment)**

- Per Man Hour \$ \_\_\_\_\_ hourly

**Remove Trash and Debris (all labor/material/equipment/fees)**

- 1. per standard 1/2 or 3/4 ton pick-up bed load \$ \_\_\_\_\_
- 2. per utility trailer – minimum (6W x 14L x 3H) \$ \_\_\_\_\_
- 3. per cubic yard \$ \_\_\_\_\_
- 4. Labor rate for Mulch able Debris Removal \$ \_\_\_\_\_ hourly

**Minor Repairs (all labor/materials & equipment)**

- Secure Property - Repair Windows/Doors/Locks \$ \_\_\_\_\_ hourly
- Materials additional @ verified & documented cost**

**Pool Abatement**

- Clean, drain & treat for insect growth \$ \_\_\_\_\_ hourly
- Materials additional @ verified & documented cost**

**Response Time to Work Order**

The Contractor is expected to start services as requested by City within 48 hours after notification, weather permitting.

\_\_\_\_\_  
Proposal Submitted by – Print Name

\_\_\_\_\_  
Signature Owner/Manager

\_\_\_\_\_  
Date

**PAYMENT SCHEDULE**  
**for**  
**Public Nuisance Abatement Contractors**

The following is an outline of the guidelines for receiving payment, for contractor services, from the City of Yukon’s Development Services Office.

All work performed must be by properly approved and performed by qualified individuals, companies and corporations. *Copies of written contract agreements between the City of Yukon and Contractor must be on file at the Development Services office.*

The following steps are required in order to receive payments for services provided to the City of Yukon Office of Development Services:

1. Invoice must be properly completed in detail, outlining work completed and approved.
  - a. **Copy of written inspection** and approval form made by designated employee of Development Services office, must be attached to Invoice submitted.
2. Inspection and approval of work performed, must be:
  - a. In written form
  - b. On file at Development Services office
  - c. Completed by designated employee of Development Services office
3. Invoice must be submitted timely by delivery to Development Services office, currently located at 10 S. 5<sup>th</sup> Street, Yukon, OK 73099
  - a. **Timely** means: Invoice must be received by Development Services Office, **no later than 14 days prior** to the next scheduled City of Yukon Council meeting.
4. Invoice must be reviewed and approved by the Yukon City Council at regularly scheduled public meetings.
5. Invoice will be paid within 7 to 10 days after date of approval and mailed to Contractor.
  - a. **Address** of Contractor will have been provided on written contractor agreements, completed prior to any work assigned and on file at Development Service office.

*Yukon City Council meetings are normally held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month, a schedule can be obtained from the Development Services office.*

I have read, understand and accept the above outlined Payment Schedule guidelines.

\_\_\_\_\_  
Print Name of Company

\_\_\_\_\_  
Signature of Owner/Manager

\_\_\_\_\_  
Date