



July 2, 2013

Ken Smith, Mayor ~ At-Large
Rick Opitz, Vice Mayor ~ Ward 3
John Alberts, Council Member ~ Ward 2
Nick Grba, Council Member ~ Ward 1
Michael McEachern, Council Member ~ Ward 4
Grayson Bottom, City Manager

Yukon City Council / Yukon Municipal Authority Work Session
Centennial Building - 12 South 5th Street
July 2, 2013 – 6:00 p.m.

1. Presentation on Online Map Viewer – Mitch Hort

City Council - Municipal Authority Agendas

July 2, 2013 - 7:00 p.m.

Council Chambers - Centennial Building
12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, July 1, 2013.

Invocation: Pastor Thomas Buckley, Judah Worship Center

Flag Salute:

Roll Call: Ken Smith, Mayor
Rick Opitz, Vice-Mayor
John Alberts, Council Member
Nick Grba, Council Member
Michael McEachern, 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 18, 2013**
- B) Payment of material claims in the amount of \$273,083.59**

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 18, 2013**
- B) Payment of material claims in the amount of \$351,269.19**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation, or trade**
- D) The renewal of the existing Interlocal Governmental Cooperation Agreement with the Canadian County Sheriff’s Office, deputizing Yukon Police Officers, for the term of July 1, 2013 through June 30, 2014, as approved by the State Attorney General**
- E) 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, 2013 to June 30, 2014, at a rate of \$40.00 per day per prisoner**
- F) The Agreement for Services with Pets & People Humane Society, Inc., a nonprofit Corporation, for the term of July 1, 2013 to June 30, 2014, allowing the society to operate from premises owned by City located at 701 Inla**
- G) Setting the date for the next regular Council meeting for July 16, 2013, 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 an expenditure of funds, not to exceed \$61,808, from the Capital Improvement Funds, for the Public Fleet Conversion Grant Contract between the Association of Central Oklahoma Governments (ACOG) and The City of Yukon, Oklahoma, for the provision of reimbursement of certain costs incurred for the purchase of five (5) new, dedicated compressed natural gas (CNG) vehicles.**

ACTION _____

- 4. Consider approving Ordinance No. 1290, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Sec. 70-77 to include a prohibition against the drilling and/or placement of any oil and gas wells on platted property or property for which there is a current preliminary plat; providing for repealer; and declaring an emergency.**

ACTION _____

4A. Consider approving the Emergency Clause of Ordinance No. 1290.

ACTION_____

5. Consider approving Ordinance No. 1293, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by adding Section 110-171 providing for prohibition of use of Dynamic Braking Systems, providing for repealer, and declaring an emergency.

ACTION_____

5A. Consider approving the Emergency Clause of Ordinance No. 1293.

ACTION_____

6. City Manager's Report – Information items only

A. Events Report

7. New Business

8. Council Discussion

9. Adjournment

**Yukon Municipal Authority Minutes
June 18, 2013**

ROLL CALL: (Present) Ken Smith, Chairman
 Rick Opitz, Vice-Chairman
 Michael McEachern, Trustee
 John Alberts, Trustee
 Nick Grba, 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 4, 2013**
- B) Payment of material claims in the amount of \$110,336.27**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 4, 2013 and Payment of Material claims in the amount of \$110,336.27, was made by Trustee McEachern and seconded by Trustee Opitz.

The vote:

AYES: Grba, Alberts, Smith, Opitz, McEachern

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 2012

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 December 1, 2012 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</u> | | <u>82-8675-16-5</u> |
| CREDITOR | | TRUST NO. |
| <u>7/2/13</u> | <u>ROAD AND WATER INFRASTRUCTURE</u> | <u>ITEM NO. \$268,063 ⁷¹</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

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



June 21, 2013

Mr. Michael Malmfeldt
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

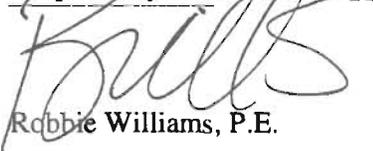
**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
CIP #41a 9th Street Poplar to Maple
Estimate #1
2012 Revenue Bond**

Dear Mr. Malmfeldt:

Please find attached Brewer Construction Company Yukon Claim # 2013-26 in an amount of \$94,038.46 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/Pay Claims/Road Projects

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
 PO Box 82485 - Oklahoma City, OK 73148
 405-787-4962
 Fax 405-495-8978

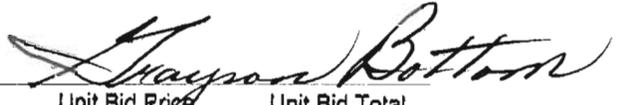
June 27th, 2013

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 # 41a 9th Street Poplar to Maple

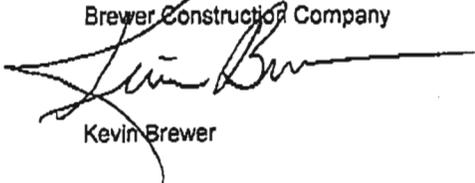
Yukon Claim # 2013 - 26

Estimate # 1



| Description | Quantity | Unit Bid Price | Unit Bid Total |
|-----------------------------|-----------|----------------|----------------|
| Concrete Pavement Removal | 1750 S.Y. | \$ 6.50 | \$ 11,375.00 |
| Curb Removal | 980 L.F. | \$ 7.70 | \$ 7,546.00 |
| 6" Concrete Paving | 880 S.Y. | \$ 40.00 | \$ 35,200.00 |
| Unclassified Excavation | 500 C.Y. | \$ 16.50 | \$ 8,250.00 |
| 2'8" Concrete Curb & Gutter | 544 L.F. | \$ 22.00 | \$ 11,968.00 |
| Handicap Ramp | 0 S.Y. | \$ 220.00 | \$ - |
| 4" Sidewalk | 0 S.Y. | \$ 42.00 | \$ - |
| Manhole Adjustment | 0 Ea. | \$ 840.00 | \$ - |
| Valve Box Adjustment | 1 Ea. | \$ 400.00 | \$ 400.00 |
| ODOT Type A Agg. Base | 720 Ton | \$ 29.00 | \$ 20,880.00 |
| Solid Slab Sod 200sy + | 0 S.Y. | \$ 2.25 | \$ - |
| Saw Cutting | 544 L.F. | \$ 5.40 | \$ 2,937.60 |
| Traffic Control | 0.75 L.S. | \$ 575.00 | \$ 431.25 |
| Estimate # 1 | | | \$ 98,987.85 |
| Less 5% Retainage | | | \$ (4,949.39) |
| Total Due Est. # 1 | | | \$ 94,038.46 |

Thank You,
 Brewer Construction Company



Kevin Brewer



June 21, 2013

Mr. Michael Malmfeldt
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
CIP Poplar & 9th, Intersection
Replacement Site #22c
Estimate #1 & Final
2012 Revenue Bond**

Dear Mr. Malmfeldt:

Please find attached Brewer Construction Company Yukon Claim # 2013-28 in an amount of \$44,269.72 which we recommend payment.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Robbie Williams', is written over a horizontal line. Below the signature, the name 'Robbie Williams, P.E.' is printed in a standard font.

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195/Pay Claims/Road Projects

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972

June 27th, 2013

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 Poplar & 9th, Intersection
Replacement Site # 22c

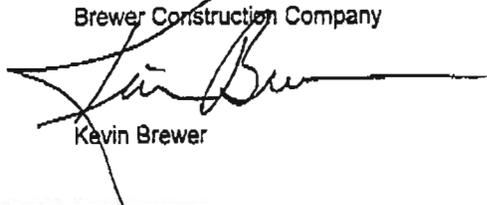
Yukon Claim 2013 - 28

Estimate # 1 & Final



| Description | Quantity | Unit | Unit Bid Price | Unit Bid Total |
|-----------------------------|-------------|------|----------------|----------------|
| Concrete Pavement Removal | 375.57 S.Y. | \$ | 6.50 | 2,441.21 |
| Curb Removal | 187 L.F. | \$ | 7.70 | 1,439.90 |
| Base Repair Over 50sy | 375.57 S.Y. | \$ | 31.00 | 11,642.67 |
| 6" HES PC Concrete Paving | 375.57 S.Y. | \$ | 62.00 | 23,285.34 |
| Saw Cutting | 154 L.F. | \$ | 5.40 | 831.60 |
| 2'8" Concrete Curb & Gutter | 187 L.F. | \$ | 22.00 | 4,114.00 |
| Traffic Control | 1 L.S. | \$ | 515.00 | 515.00 |
| Total Due & Final | | | | \$ 44,269.72 |

Thank You
Brewer Construction Company



Kevin Brewer



June 21, 2013

Mr. Michael Malmfeldt
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
Portland Avenue Well Field Water
Line Lowerings
Estimate #2**

Dear Mr. Malmfeldt:

Please find attached Brewer Construction Company Yukon Claim # 2013-30 in an amount of \$16,146.87 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 E195.13/Line Lowerings

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

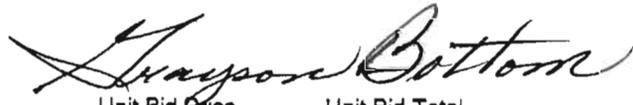
June 27th, 2013

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
 Portland Avenue Well Field Water
 Line Lowerings (7ea)

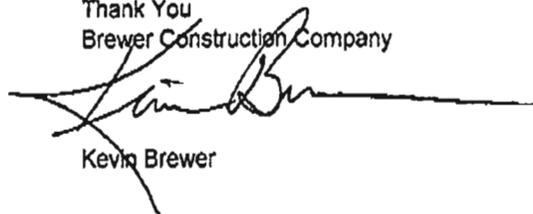
Yukon Claim # 2013 - 30

Estimate # 2



| Description | Quantity | Unit Bid Price | Unit Bid Total |
|----------------------------|-----------|----------------|----------------|
| 16" C-900 PVC Waterline | 261 L.F. | \$ 62.00 | \$ 16,182.00 |
| 12" C-900 PVC Waterline | 0 L.F. | \$ 35.00 | \$ - |
| Trenching 0-10' | 261 L.F. | \$ 14.00 | \$ 3,654.00 |
| Ductile Iron Fittings | 5695 Lbs. | \$ 7.30 | \$ 41,573.50 |
| 16" Mega Lugs PVC | 41 Ea. | \$ 290.00 | \$ 11,890.00 |
| 16" Ductile Iron Mega Lugs | 9 Ea. | \$ 290.00 | \$ 2,610.00 |
| 12" Mega Lugs PVC | 0 Ea. | \$ 175.00 | \$ - |
| 12" Ductile Iron Mega Lugs | 0 Ea. | \$ 175.00 | \$ - |
| Crushed Rock | 43.45 Ton | \$ 29.00 | \$ 1,260.05 |
| Sand | 108 C.Y. | \$ 12.00 | \$ 1,296.00 |
| Solid Slab Sodding 200+ sy | 0 S.Y. | \$ 2.25 | \$ - |
| Staking | 1 L.S. | \$ 2,450.00 | \$ 2,450.00 |
| Total Completed | | | \$ 80,916.55 |
| Less 5 % Retainage | | | \$ (4,045.77) |
| Less Previously Paid | | | \$ (60,722.91) |
| Total Due Est. # 2 | | | \$ 16,146.87 |

Thank You
 Brewer Construction Company



Kevin Brewer



June 21, 2013

Mr. Michael Malmfeldt
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

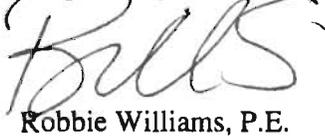
**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
CIP #21 Poplar Avenue 3rd Street to 5th
Estimate #2 & Final
2012 Revenue Bond**

Dear Mr. Malmfeldt:

Please find attached Brewer Construction Company Yukon Claim # 2013-27 in an amount of \$102,828.44 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/Pay Claims/Road Projects

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
 PO Box 82485 - Oklahoma City, OK 73148
 405-787-4962
 Fax 405-495-8972

June 27th, 2013

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 # 21 Poplar Avenue 3rd Street To 5th

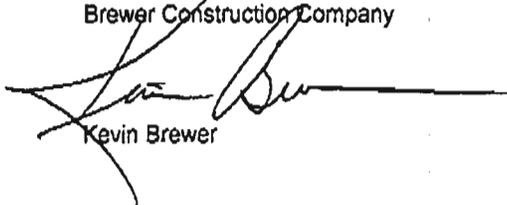
Yukon Claim # 2013 - 27

Estimate # 2 & Final



| Description | Quantity | Unit Bid Price | Unit Bid Total |
|-----------------------------|-------------|----------------|-----------------|
| Concrete Pavement Removal | 3199.3 S.Y. | \$ 6.50 | \$ 20,795.45 |
| Curb Removal | 2018 L.F. | \$ 7.70 | \$ 15,538.60 |
| ODOT Type A Agg. Base | 1050 Ton | \$ 34.00 | \$ 35,700.00 |
| 6" Concrete Paving | 2738 S.Y. | \$ 40.00 | \$ 109,520.00 |
| 2'8" Concrete Curb & Gutter | 2018 L.F. | \$ 22.00 | \$ 44,396.00 |
| Manhole Adjustment | 1 Ea. | \$ 840.00 | \$ 840.00 |
| Unclassified Excavation | 530 C.Y. | \$ 16.50 | \$ 8,745.00 |
| Solid Slab Sod 200sy + | 776 S.Y. | \$ 2.25 | \$ 1,746.00 |
| Saw Cutting | 450 L.F. | \$ 5.40 | \$ 2,430.00 |
| Traffic Control | 1 L.S. | \$ 1,275.00 | \$ 1,275.00 |
| Total Work Completed | | | \$ 240,986.05 |
| Less Previously Paid | | | \$ (138,157.61) |
| Total Due Est. # 2 | | | \$ 102,828.44 |

Thank You
 Brewer Construction Company



Kevin Brewer



June 21, 2013

Mr. Michael Malmfeldt
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
CIP #27 Inla Storm Sewer
Estimate #1
2012 Revenue Bond**

Dear Mr. Malmfeldt:

Please find attached Brewer Construction Company Yukon Claim # 2013-29 in an amount of \$10,780.22 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/Pay Claims/Road Projects

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
 PO Box 82485 - Oklahoma City, OK 75148
 405-787-4962
 Fax 405-495-8972

June 27th, 2013

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 # 27 Inla Storm Sewer

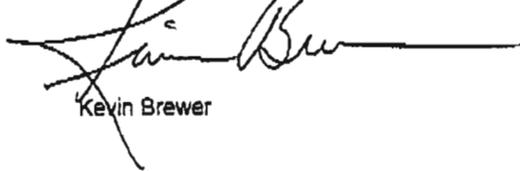
Yukon Claim # 2013 - 29

Estimate # 1



| Description | Quantity | Unit Bid Price | Unit Bid Total |
|--------------------|-----------|----------------|----------------|
| 24" RCP O'ring | 64 L.F. | \$ 64.00 | \$ 4,096.00 |
| 18" RCP O'ring | 0 L.F. | \$ 53.00 | \$ - |
| 24" End Section | 2 Ea. | \$ 860.00 | \$ 1,720.00 |
| 18" End Section | 0 Ea. | \$ 660.00 | \$ - |
| 3500 PSI Concrete | 4.75 C.Y. | \$ 450.00 | \$ 2,137.50 |
| Reinforcing Steel | 138 Lbs. | \$ 1.25 | \$ 172.50 |
| Trenching 0 - 10' | 64 L.F. | \$ 14.00 | \$ 896.00 |
| Crushed Rock | 72 Ton | \$ 29.00 | \$ 2,088.00 |
| Saw Cutting | 44 L.F. | \$ 5.40 | \$ 237.60 |
| Total Completed | | | \$ 11,347.60 |
| Less 5 % Retainage | | | \$ (567.38) |
| Total Due Est. # 1 | | | \$ 10,780.22 |

Thank You
 Brewer Construction Company



Kevin Brewer

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2011

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 January 1, 2011 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.

| | |
|----------------------------|--------------|
| <i>LUTHER SIGN COMPANY</i> | 81-9130-16-2 |
| CREDITOR | TRUST NO. |

| ITEM | | ITEM NO. |
|---------------|-----------------------|--------------------------|
| <i>7/2/13</i> | <i>HORSESHOE PITS</i> | <i>958 ⁸⁸</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.

That 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

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



Luther Sign Company
PO Box 950117
Okla. City, OK 73195-0117

Invoice

| Date | Invoice # |
|-----------|-----------|
| 5/21/2013 | 9302 |

Bill To

CITY OF YUKON
 PO BOX 850500
 YUKON, OK 73085

Ship To

CUSTOMER PICK UP

| P.O. Number | Terms | Due Date | Ship | Via | F.O.B. |
|-------------|--------|-----------|-----------|-----|--------|
| PARKS DEPT. | Net 30 | 6/20/2013 | 5/21/2013 | CPU | OKC |

| Quantity | Description | Price Each | Amount |
|----------|----------------------------------|------------|--------|
| 50 | RAIN CAPS, BLACK | 3.00 | 150.00 |
| 6 | 2-3/8"X12'X16GA. SIGN POST BLACK | 33.36 | 200.16 |
| 60 | 2-3/8"X3'X16GA. SIGN POST BLACK | 9.75 | 585.00 |
| 4 | LSC2.5-4 SIGN CLAMP BLACK | 5.93 | 23.72 |

| | | |
|--|-------------------------|----------|
| A SERVICE CHARGE OF 1.5% PER MONTH WILL BE ADDED TO ALL ACCOUNTS 30 DAYS OR MORE PAST DUE (18%) | Sales Tax (0.0%) | \$0.00 |
| | Balance Due | \$958.88 |

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2011

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 January 1, 2011 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>SCHWARZ</u> | 81-9130-16-2 |
| CREDITOR | TRUST NO. |

| ITEM | | ITEM NO. |
|---------------|-------------------------|----------------------------|
| <u>7/2/13</u> | <u>HORSESHOE COURTS</u> | <u>\$ 561⁰⁰</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.

That 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

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City

Schwarz

READY MIX
A BORAL Company

Horseshoe Courts

PO BOX 850450, Yukon, OK 73085
 Telephone (405)354-8824 Dispatch (405)354-0788
 Fax (405)354-1158
 WWW.BORAL.COM

I N V O I C E

Sold To :

CITY OF YUKON
 P.O. BOX 850500
 YUKON OK 73085

Invoice Number: 102173
 Invoice Date: 06/10/2013
 Customer Code: 13800
 Order Number: 217
 P.O. Number: PARKS & REC
 Job Number:
 Project Number:

----- Delivery Address -----
 PICKED UP AT PLANT

Page: 1

| Ticket | Date | Product | Description | Qty Shipped | Price | Amount |
|---------|------------|---------|---------------|-------------|-------|--------|
| 1304813 | 06/10/2013 | 950 | CONCRETE SAND | 12.00 tn | 17.00 | 204.00 |

THANK YOU FOR YOUR BUSINESS.

| | | | |
|--------------------|--------|----------|--------|
| Taxable Sales= | 0.00 | Subtotal | 204.00 |
| Non-Taxable Sales= | 204.00 | 1111 Tax | 0.00 |
| Total Yards= | 0.00 | Total | 204.00 |
| Total Weight= | 0.00 | | |

Schwarz

READY MIX
A BORAL Company

Horseshoe
OK

PO BOX 850450 Yukon, OK 73085
Telephone (405)354-8824 Dispatch (405)354-0788
Fax (405)354-1158
WWW.BORAL.COM

I N V O I C E

Sold To :

CITY OF YUKON
P.O. BOX 850500
YUKON OK 73085

Invoice Number: 102084
Invoice Date: 06/06/2013
Customer Code: 13800
Order Number: 223
P.O. Number: PARKS/ RECREATIO
Job Number:
Project Number:

----- Delivery Address -----
PICKED UP AT PLANT - PARKS & REC

Page: 1

| Ticket | Date | Product | Description | Qty Shipped | Price | Amount |
|---------|------------|---------|---------------|-------------|-------|--------|
| 1304788 | 06/06/2013 | 950 | CONCRETE SAND | 15.00 tn | 17.00 | 255.00 |

THANK YOU FOR YOUR BUSINESS.

| | | | |
|--------------------|--------|----------|--------|
| Taxable Sales= | 0.00 | Subtotal | 255.00 |
| Non-Taxable Sales= | 255.00 | 1111 Tax | 0.00 |
| Total Yards= | 0.00 | Total | 255.00 |
| Total Weight= | 0.00 | | |

Schwarz

READY MIX
A BORAL Company

PO BOX 850450 Yukon, OK 73085
 Telephone (405)354-8824 Dispatch (405)354-0788
 Fax (405)354-1158
 WWW.BORAL.COM

Horseshoe Cts
 Add'l Sand

I N V O I C E

Sold To :

CITY OF YUKON
 P.O. BOX 850500
 YUKON OK 73085

Invoice Number: 102083
 Invoice Date: 06/06/2013
 Customer Code: 13800
 Order Number: 210
 P.O. Number:
 Job Number:
 Project Number:

----- Delivery Address -----
 PICKED UP AT PLANT

Page: 1

| Ticket | Date | Product | Description | Qty Shipped | Price | Amount |
|---------|------------|---------|---------------|-------------|-------|--------|
| 1304775 | 06/06/2013 | 950 | CONCRETE SAND | 3.00 tn | 17.00 | 51.00 |

THANK YOU FOR YOUR BUSINESS.

| | | | |
|--------------------|-------|----------|-------|
| Taxable Sales= | 0.00 | Subtotal | 51.00 |
| Non-Taxable Sales= | 51.00 | 1111 Tax | 0.00 |
| Total Yards= | 0.00 | Total | 51.00 |
| Total Weight= | 0.00 | | |

Schwarz

READY MIX
A BORAL Company

PO BOX 850450 Yukon, OK 73085
 Telephone (405)354-8824 Dispatch (405)354-0788
 Fax (405)354-1158
 WWW.BORAL.COM

I N V O I C E

Sold To :

CITY OF YUKON
 P.O. BOX 850500
 YUKON OK 73085

Invoice Number: 101773
 Invoice Date: 05/28/2013
 Customer Code: 13800
 Order Number: 236
 P.O. Number:
 Job Number:
 Project Number:

----- Delivery Address -----
 PICKED UP AT PLANT

Page: 1

| Ticket | Date | Product | Description | Qty Shipped | Price | Amount |
|---------|------------|---------|---------------|-------------|-------|--------|
| 1304699 | 05/28/2013 | 950 | CONCRETE SAND | 3.00 tn | 17.00 | 51.00 |

THANK YOU FOR YOUR BUSINESS.

| | | | |
|--------------------|-------|----------|-------|
| Taxable Sales= | 0.00 | Subtotal | 51.00 |
| Non-Taxable Sales= | 51.00 | 1111 Tax | 0.00 |
| Total Yards= | 0.00 | Total | 51.00 |
| Total Weight= | 0.00 | | |

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2011

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 January 1, 2011 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.

| | |
|----------------------|--------------|
| <i>SOD BY SHERRY</i> | 81-9130-16-2 |
| CREDITOR | TRUST NO. |

| ITEM | | ITEM NO. |
|---------------|-------------------------|-----------------------------|
| <i>7/2/13</i> | <i>HORSESHOE COURTS</i> | <i>\$3,500⁰⁰</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.

That 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

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City

Horseshoes

INVOICE

9750



SOD By Sherry, Inc.

17000 West Foreman Road
Yukon, Oklahoma 73099
www.sodbysherry.com
405-354-7926

Invoice Date: Jun 11, 2013

Bill To:

City of yukon
PO Box 850500
Yukon, OK 73085

Job Address

Horseshoe Park, Jason
Fescue and bermuda installed

| Sq. Ft. | Sod Grass Type | Services Performed | Unit Price | Amount |
|----------|----------------------|-------------------------------------|------------|----------|
| 7,500.00 | CU-3 Sport Delivered | Cut-to-order fresh to the jobsite | 0.25 | 1,875.00 |
| 1,000.00 | Justice Fescue Blend | Cut to order fresh to the jobsite | 0.35 | 350.00 |
| 8,500.00 | Installation Labor | Detailed cut work and Power-rolling | 0.15 | 1,275.00 |

Thank you

Sod is a perishable product and is harvested alive, proper care and regular watering are required for it to survive!

Due to rising fuel, fertilizer, and labor prices. Prices are subject to change without notice!

INVOICE

9750

City of yukon
PO Box 850500
Yukon, OK 73085

| | |
|--------------|----------|
| Subtotal | 3,500.00 |
| No Sales Tax | |

| | |
|------------------------|-----------------|
| Pay This Amount | 3,500.00 |
|------------------------|-----------------|

Please return the bottom portion with payment.

Yukon City Council Minutes

June 18, 2013

The Yukon City Council met in regular session June 18, 2013 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Mayor Ken Smith
The flag salute was given in unison.

ROLL CALL: (Present) Ken Smith, Mayor
 Rick Opitz, Vice-Mayor
 John Alberts, Council Member
 Nick Grba, Council Member
 Michael McEachern, Council Member

OTHERS PRESENT:

| | |
|--|---|
| Mike Segler, City Attorney | Doug Shivers, City Clerk |
| Robbie Williams, City Engineer | Tammy Kretchmar DeSpain, Asst. City Mgr |
| Arnold Adams, Public Works Director | John Corn, Police Chief |
| Gary Cooper, Information Technology Dir. | Josh Gotcher, Information Technology |
| Larry Mitchell, Contractor | |

Presentations and Proclamations

Mayor Smith welcomed Cherie Logan and Karli Stroh from the Re-light the Mill Committee. The Committee presented a piece of the Mill sign to Grayson Bottom for his support. Mr. Bottom thanked them and stated it means a great deal. Ms. Stroh invited everyone to the Re-Light the Mill Celebration on Friday June 28th. The live music will start at 7:30pm and the re-lighting will start at 9:30pm. There will also be auctions of the letters. Please come, it is a free family event.

Visitors

Rick Cacini gave an update on the Veterans Museum at 601 Oak on the second floor. Unfortunately, it rained this weekend and damaged flooring, but no damage to artifacts. We are still continuing to look for a permanent space and are still visiting schools to relate history.

(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 4, 2013
- B) Payment of material claims in the amount of \$110,336.27

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 4, 2013 and Payment of Material claims in the amount of \$110,336.27, was made by Trustee McEachern and seconded by Trustee Opitz.

The vote:

AYES: Grba, Alberts, Smith, Opitz, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) **The minutes of the regular meeting of June 4, 2013**
- B) **Payment of material claims in the amount of \$680,428.34**
- C) **Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation, or trade**
- D) **Denial of Claim No. 131673-BD from Michael Schafnitt, as recommended by the Oklahoma Municipal Assurance Group**
- E) **Renewing an agreement with the Oklahoma Environmental Management Authority for rental of a Tub Grinder for a 3-year term, at a rate of \$475.00 per hour**
- F) **A Prisoner Public Works Project contract with the Oklahoma Department of Corrections, for the assignment of Union City prisoners to Public Works projects, at a base cost of \$317.99 per month, through the date of June 30, 2014**
- G) **Setting the date for the next regular Council meeting for July 2, 2013, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

Council Member McEachern asked to set aside Item E and F and discuss further.

The motion to approve remaining items on the Consent Docket, consisting of the approval of the minutes of the regular meeting of June 4, 2013; Payment of material claims in the amount of \$680,428.34; Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation, or trade; Denial of Claim No. 131673-BD from Michael Schafnitt, as recommended by the Oklahoma Municipal Assurance Group; and Setting the date for the next regular Council meeting for July 2, 2013, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St, was made by Council Member McEachern and seconded by Council Member Grba.

The vote:

AYES: Opitz, Smith, Alberts, McEachern, Grba

NAYS: None

VOTE: 5-0

MOTION CARRIED

The motion to approve Renewing an agreement with the Oklahoma Environmental Management Authority for rental of a Tub Grinder for a 3-year term, at a rate of \$475.00 per hour; and A Prisoner Public Works Project contract with the Oklahoma Department of Corrections, for the assignment of Union City prisoners to Public Works projects, at a base cost of \$317.99 per month, through the date of June 30, 2014, was made by Council Member McEachern and seconded by Council Member Opitz

Council Member McEachern questioned what a tub grinder was. Grayson Bottom stated a large grinder for lots of wood and large items. The fees also include transportation and operation of the tub grinder. Mayor Ken Smith asked, if this was a fee for hours used. Mr. Bottom stated yes.

Council Member McEachern wanted to know, if it was cost per prisoner. Mr. Bottom stated no, it's for total cost of assignment.

The vote:

AYES: Smith, Alberts, McEachern, Grba, Opitz

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

3. **Consider approving Ordinance No. 1291, an Ordinance amending the Employee Retirement System, Defined Benefit Plan for the City of Yukon, Oklahoma; providing retirement benefits for eligible employees of the City of Yukon, Oklahoma; Pertaining to Plan Design; providing for contributions by employees; providing for employer pickup of mandatory contributions; providing for repealer and severability; and declaring an emergency.**

The motion to approve Ordinance No. 1291, an Ordinance amending the Employee Retirement System, Defined Benefit Plan for the City of Yukon, Oklahoma; providing retirement benefits for eligible employees of the City of Yukon, Oklahoma; Pertaining to Plan Design; providing for contributions by employees; providing for employer pickup of mandatory contributions; providing for repealer and severability; and declaring an emergency, was made by Council Member Opitz and seconded by Council Member Grba.

The vote:

AYES: Alberts, McEachern, Grba, Opitz, Smith

NAYS: None

VOTE: 5-0

MOTION CARRIED

3A. Consider approving the Emergency Clause of Ordinance No. 1291

The motion to approve the Emergency Clause of Ordinance No. 1291, was made by Council Member Alberts and seconded by Council Member Opitz.

The vote:

AYES: Opitz, Grba, McEachern, Smith, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

4. **Consider approving Ordinance No. 1292, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Sec. 4.03, 18-4(3), 18-30(4), 18-33, 18-54(a), 18-56(d), 18-82(b), 18-110, 18-111, 18-137(c), 22-37, 22-38, 22-105, 66.5(c), 94-11(8), 94-34(a), 102-62(a), 114-31(a), 605.77(1), 701.5, 803(A), and 901.2, to allow certain fees to be set by the City Council of the City of Yukon by Resolution; providing for repealer and declaring an Emergency.**

The motion to approve Ordinance No. 1292, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Sec. 4.03, 18-4(3), 18-30(4), 18-33, 18-54(a), 18-56(d), 18-82(b), 18-110, 18-111, 18-137(c), 22-37, 22-38, 22-105, 66.5(c), 94-11(8), 94-34(a), 102-62(a), 114-31(a), 605.77(1), 701.5, 803(A), and 901.2, to allow certain fees to be set by the City Council of the City of Yukon by Resolution; providing for repealer and declaring an Emergency, was made by Council Member Grba and seconded by Council Member Opitz.

The vote:

AYES: Smith, Opitz, Grba, Alberts, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

4A. Consider approving the Emergency Clause of Ordinance No. 1292

The motion to approve the Emergency Clause of Ordinance No. 1292, was made by Council Member Opitz and seconded by Council Member McEachern.

The vote:**AYES: Alberts, Smith, McEachern, Grba, Opitz****NAYS: None****VOTE: 5-0****MOTION CARRIED**

- 5. Consider approving Amendment Two to the Veolia Agreement for Operations, Maintenance and Management Services, to modify the Annual Fee Adjustment Formula under Section 5.5 of the Agreement, and to include reimbursement for certain sludge hauling fees to the City of Yukon**

The motion to approve Amendment Two to the Veolia Agreement for Operations, Maintenance and Management Services, to modify the Annual Fee Adjustment Formula under Section 5.5 of the Agreement, and to include reimbursement for certain sludge hauling fees to the City of Yukon, was made by Council Member McEachern and seconded by Council Member Grba.

Council Member Grba asked Grayson Bottom to explain change in fees. Mr. Bottom stated annual fees were adjusted. CIP was adjusted and calculated on maintenance cost. We now have set it at fixed price for the term of the contract. We must provide sludge disposal site. We can't store at beds at Wastewater facility, but must haul. They provide hauling and we pay tipping fee. Mayor Smith asked how much money was saved. Arnold Adams stated approximately \$2,500 a year.

The vote:**AYES: McEachern, Grba, Alberts, Opitz, Smith****NAYS: None****VOTE: 5-0****MOTION CARRIED**

- 6. Consider selecting a Yukon City Council representative for the Chamber Board of Directors for the term of July 1, 2013 through June 30, 2014.**

The motion to Nominate Council Member McEachern as a Yukon City Council representative for the Chamber Board of Directors for the term of July 1, 2013 through June 30, 2014, was made by Council Member Alberts and seconded by Council Member Opitz.

Council Member McEachern wanted to know time required. Council Member Alberts stated this came about years ago to improve relationship. It is somewhat of a liaison position. Mike Segler stated the Chamber amended by laws and this is a voting position. They meet once a month and attend other functions. Mayor Smith is curious about City Charter. The Chamber Board goes from January to December. Could we change the schedule? Mr. Segler stated it's by position, so the term doesn't expire. Mr. Segler stated, if representative leaves the Council, the Chamber Board seat is vacated. Mayor Smith asked, if we could change? Council Member McEachern stated he will do it for one year.

The vote:**AYES: Grba, Opitz, McEachern, Smith, Alberts****NAYS: None****VOTE: 5-0****MOTION CARRIED**

- 7. Consider approving Resolution No. 2013-08, a Resolution of the Yukon City Council establishing the Nine-One-One Emergency Telephone Service Fee for the calendar year 2014**

The motion to approve Resolution No. 2013-08, a Resolution of the Yukon City Council establishing the Nine-One-One Emergency Telephone Service Fee for the calendar year 2014, was made by Council Member Opitz and seconded by Council Member Grba.

The vote:

AYES: McEachern, Smith Grba, Alberts, Opitz

NAYS: None

VOTE: 5-0

MOTION CARRIED

8. City Manager's Report – Information items only

A. Sales Tax Report

Grayson Bottom is pleased the final month of our reporting year increased for the month. It closed the Fiscal Year up at 4.22% and was above projection. Michael Malmfeldt is taking credit and has won this year's wager. He is leaving to become a Professor of Accounting at Shenandoah University in Virginia. We hate losing him and admire his talents.

This Friday morning at the Dale Robertson Center, after the coffee, the Oklahoma University School of Architecture will report on downtown revitalization. Hope everyone attends. This is a great springboard for revitalization. The public is invited. Larry Mitchell will conduct meeting. Mr. Mitchell stated Professor Loon will have a power point presentation available.

Council Member McEachern wanted to know when Michael's last day. Mr. Bottom stated August 1. We are moving as quickly as possible.

9. New Business - There was no new business

10. Council Discussion

Council Member McEachern thanked Council Member Opitz and Council Member Alberts. The tornado event was handled well and thanked the Emergency Responders. He hates to see Mr. Malmfeldt leave.

Council Member Grba applauded the Relight the Mill Committee. They did a great job!

Council Member Alberts stated July 4th is coming up. Enjoy everything, but be responsible. Cars be careful and mindful of runners, pedestrians and kids.

Council Member Opitz invited everyone to come out to the activities.

Mayor Smith stated fourth of July is exciting and he is looking forward to it. Keep Grayson Bottom in your thoughts.

11. Adjournment

Ken Smith, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

| FUND # | | | |
|--------|--------------------------|----|-------------------|
| 01 | General Fund Claims | \$ | 276,302.00 |
| 36 | Sales Tax Claims | | 650.00 |
| 64 | Special Revenue Fund | | 3,645.00 |
| 70 | Water & Sewer Enterprise | | 70,672.19 |
| | | | |
| | | \$ | <u>351,269.19</u> |

The above foregoing claims have been passed and approved
this 2nd day of July, 2013 by the Yukon City Council.

Doug Shivers, City Clerk

Ken Smith, Mayor

FUND: 01 - General Fund

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|--------------------|-------------------------------|---------|------------|------------|
| DEPARTMENT: 01 | | Legislative | | | | |
| 14-49582 | 01-1 | Imperial Fireworks | Vet's Tribute Fireworks | 07/2013 | I 07/03/13 | 8,000.00 |
| | | | Freedom Fest Fireworks | 07/2013 | I 07/04/13 | 9,000.00 |
| 14-51576 | 37468 | OMAG | Worker's Comp 2013-14 1st Qtr | 07/2013 | 05-01-13 | 162,154.25 |
| 14-51603 | 31440 | McLain-Chitwood | budget materials | 07/2013 | 199000 | 113.16 |
| 14-51710 | 30815 | Larry Mitchell | Contract Srv June '13 | 07/2013 | 06-21-13 | 5,000.00 |
| 14-51711 | 57600 | Wesco, Inc. | Auto/Prop Pkg Renewal Q1 | 07/2013 | 168897 | 66,757.21 |
| 14-51712 | 57600 | Wesco, Inc. | Auto/Prop Pkg Renewal Q1 | 07/2013 | 168896 | 25,277.38 |
| DEPARTMENT TOTAL: | | | | | | 276,302.00 |
| FUND TOTAL: | | | | | | 276,302.00 |

FUND: 36 - 96 ST Capital Improvement

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------|----------|------|-------------|------|---------|--------|
|-------|----------|------|-------------|------|---------|--------|

DEPARTMENT: 01 96 SALES TAX IMPROVEMENTS

| | | | | | | |
|----------|------|-------------------------|----------------------|---------|----------|--------|
| 14-51423 | 01-1 | Retail Lease Trac, Inc. | Retailer Information | 07/2013 | R 150927 | 650.00 |
|----------|------|-------------------------|----------------------|---------|----------|--------|

DEPARTMENT TOTAL: 650.00

FUND TOTAL: 650.00

FUND: 64 - Special Revenue

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------|----------|------|-------------|------|---------|--------|
|-------|----------|------|-------------|------|---------|--------|

DEPARTMENT: 23

Special Events

| | | | | | | |
|----------|----------|-----------------------------|----------------------------|---------|--------------------|----------|
| 14-51450 | 01-00102 | City of Yukon (BankOne) FIN | Freedom Fest Hats & Shirts | 07/2013 | IDSol MC0115947203 | 3,645.00 |
|----------|----------|-----------------------------|----------------------------|---------|--------------------|----------|

DEPARTMENT TOTAL: 3,645.00

FUND TOTAL: 3,645.00

FUND: 70 - Water & Sewer Enterprise

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------|----------|------|-------------|------|---------|--------|
|-------|----------|------|-------------|------|---------|--------|

DEPARTMENT: 03 Treatment and Supply

| | | | | | | |
|----------|----------|-----------------------|-----------------------|---------|----------|-----------|
| 14-51728 | 01-06375 | City of Oklahoma City | Water Usage - May '13 | 07/2013 | 06-11-13 | 70,672.19 |
|----------|----------|-----------------------|-----------------------|---------|----------|-----------|

DEPARTMENT TOTAL: 70,672.19

FUND TOTAL: 70,672.19

GRAND TOTAL: 351,269.19

Technology Item Listing - July 2, 2013

| Item # | Description | Model Number | Serial Number | Department |
|---------------|------------------------------|---------------------|----------------------|-------------------|
| 74-90-5468 | 1990 Dodge Ram 1 ton 4x4 | Ram | 1B7KM26Z9LS735468 | Public Works |
| 6001 | 2000 Ford Crown Victoria | Crown Victoria | 2FAF971W57X206001 | UB |
| 721 | 2000 Ford Crown Victoria | Crown Victoria | 2FAFP71W4YX210721 | UB |
| | Black Whirlpool Refrigerator | | | FD - Station 2 |

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 24, 2013

**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, 2013 through June 30, 2014.

John Low 6-26-13
Chief of Police Date

Randall R. Edwards 6-24-13
Sheriff Randall R. Edwards Date



Mayor Date

Name of Municipality

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 24, 2013

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Chief of Police 6-26-13
Date



Sheriff Randall R. Edwards 6-26-13
Date



Mayor Date

Name of Municipality

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 24, 2013

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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, 2013 through June 30, 2014.



Chief of Police 6-26-13
Date



Sheriff Randall R. Edwards 6-26-13
Date

A circular seal for the Sheriff of Canadian County, Oklahoma. The seal contains the text "SHERIFF" at the top, "SEAL" in the center, and "CANADIAN COUNTY, OKLAHOMA" around the bottom edge. The date "6-26-13" is stamped over the seal.

Mayor Date

Name of Municipality

Emergency Phone
(405) 262-3434

Non-Emergency Phone
(405) 422-3187

FAX Number
(405) 422-2430



COPY

Randall Edwards - Sheriff

208 W. Rogers St.
El Reno, Oklahoma 73036

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.

COPY

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 30th, 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 9-18-9

RENEWAL

INTER-LOCAL GOVERNMENTAL COOPERATION AGREEMENT For Canadian County Oklahoma

This agreement, made and entered into this _____ day of _____, 2013, 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, 2013** to **June 30, 2014**, 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.

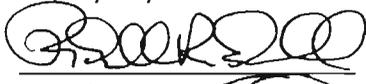
In witness whereof; the parties have hereto set their hands as of the day and first year written above.

Approved by **Yukon** City Council on this _____ day of 2013.

Mayor



Police Chief

Deputy City Clerk

Canadian County Sheriff
Or Undersheriff

6-24-13



AGREEMENT FOR SERVICES

CITY OF YUKON

PETS & PEOPLE HUMANE SOCIETY, INC.

This Agreement is made and entered into this 25 day of JUNE, 2013, by and between the **City of Yukon**, hereinafter referred to as "City", and **Pets & People Humane Society, Inc.**, a not for profit Corporation, hereinafter referred to as "Contractor".

WITNESSETH:

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

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

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

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

- 1. **TERM:** This agreement shall be from the 1st day of July, 2013, through the 30th day of June, 2014.
- 2. **CONSIDERATION:** The City agrees, as consideration for services for the citizens of Yukon provided by Pets & People Humane Society, Inc. to allow the society to operate from premises owned by City located at 701 Inla.

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

- 3. **SERVICES:** In consideration of the above, the Contractor agrees to provide the following services:
 - A) Promote humane treatment of all animals and to provide an opportunity for active involvement in programs to alleviate and prevent animal suffering by means of public awareness, education and other appropriate measures;
 - B) Operate an animal rescue shelter for animals rescued from within the corporate limits of City;

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

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

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

THE CITY OF YUKON

_____, Mayor

ATTEST:

City Clerk

APPROVED BY:

Michael D. Segler
City Attorney

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



President

ATTEST:



Secretary

OFFICE OF THE CITY ATTORNEY

Yukon



Oklahoma

MEMORANDUM

To: Doug Shivers, City Clerk
From: Michael D. Segler *MDS*
Date: June 28, 2013
Subject: Agreement for Services - Pets & People Humane Society, Inc.

Enclosed is the Agreement for Services for Pets & People Humane Society, Inc. which has been signed by the President and Secretary.

Please have this item placed on the City Council agenda. Thank you.

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 |
| Bob Doggett | Ward AL | 2015 |
| Terry Beaver | 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 |
| Ed Hatley | Ward AL | 2015 |
| Ward Larson | 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 |
| | Ward 2 | 2014 |
| John Knuppel | Ward AL | 2015 |
| Jay Tallant | Ward 3 | 2016 |
| A.J. Clements | 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
John Alberts, Alternate

COWRA

Genie Vinson, Representative
Larry Taylor, Alternate

Sister City Committee

Illona Morris
Terry Beaver
Nancy Novosad
Edwin Shedeck

Recycling Committee

| | |
|-----------------|----------------|
| Carole Garner | Rick Bolin |
| Dennis Beringer | Beverly Kofoed |
| Genie Vinson | Gary LaRue |

*Members of Ladies' Library Club are appointed by same

Grant #: 2013-R1-YUKON

**PUBLIC FLEET CONVERSION GRANT CONTRACT
BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
AND
THE CITY OF YUKON, OKLAHOMA**

This Grant Contract, by and between the Association of Central Oklahoma Governments, hereinafter referred to as "ACOG" and the City of Yukon, Okla., hereinafter referred to as the "Grantee," is for the provision of reimbursement of certain costs incurred for the purchase of five (5) new, dedicated compressed natural gas (CNG) vehicles as further defined in the "SCOPE OF SERVICES."

Amount of Grant not to exceed: Sixty-one thousand eight hundred eight dollars (\$61,808).

The Grantee operates a public-sector fleet and is either an Oklahoma City Area Regional Transportation Study (OCARTS) member entity or a public school district whose district boundaries are contained partially or wholly within the OCARTS area.

Grantee Federal Employer Identification: 73-5005519

A. SCOPE OF SERVICES

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. The intention of ACOG in awarding these grant funds is to seed the advancement of alternative fuel vehicles, certain hybrid vehicles, and alternative fuel infrastructure as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality funding guidelines within the Central Oklahoma region to reduce vehicle emissions and to support the Clean Air Act and its amendments.
 - A.2.a. Grantee agrees that all equipment, parts, vehicles purchased with ACOG Public Fleet Conversion Grants funds, hereinafter referred to as "ACOG CLEAN AIR Grants," will be new and unused.
 - A.2.b. Funds are intended to defray costs related to the purchase of five (5), new, Model Year 2013 or newer, dedicated CNG vehicles further defined as:
 - 1. Two (2), new, MY 2013 or newer, Ford F-250, 4X4, crew-cab, Class 2, dedicated CNG trucks
 - 2. Two (2), new, MY 2013 or newer, Chevrolet 2500, 4X4, regular-cab, Class 2, dedicated CNG trucks
 - 3. One (1), new, MY 2013 or newer, Chevrolet 3500, 4X4, regular-cab, Class 3, dedicated CNG truck
 - A.2.c. Except for circumstances described in Section D.8., Grantee agrees that any and all liability of any kind stemming from the purchase and use of these vehicles remains with and will be the sole responsibility of the Grantee.
 - A.2.d. Grantee shall be solely responsible for all ongoing maintenance of the vehicle(s).

- A.2.e. Grantee will prominently and visibly mark all ACOG CLEAN AIR Grants-funded vehicles, refueling or charging station(s) in such a way that promotes alternative fuels or clean fuel vehicle technology, and clean air. Acceptable station signage shall include station banners, flags, marquees, pump toppers and pump wraps or other prominent pump signage. Acceptable vehicle signage shall include vehicle wraps or partial wraps, prominent slogans affixed to the vehicles, and the like. This signage shall remain affixed to fuel dispensers, and vehicles until the grant-funded equipment and/or vehicles are retired from Grantee's fleet service.
- A.2.f. Grantee will visibly and distinctly label all ACOG CLEAN AIR Grants-funded vehicles with the following: **CLEAN AIR Vehicle funded in partnership with ACOG** or **CLEAN AIR Vehicle funded in partnership with the Association of Central Oklahoma Governments**.
- A.2.g. Grantee will visibly and distinctly label all ACOG CLEAN AIR Grants-funded infrastructure project with the following: **CLEAN AIR Fueling Project funded in partnership with the Association of Central Oklahoma Governments** or **CLEAN AIR Fueling Facility funded in partnership with the Association of Central Oklahoma Governments**.
- A.3. Grantee agrees that fleet size as a result of grant funding will be reduced or remain the same.
- A.3.a. Grantee will remove from the fleet, five (5), conventional fuel vehicles further described below and will provide to ACOG a bill of sale, receipt of scrappage, or other like document(s) as proof of removal of these vehicles. Vehicles identified for removal from fleet include:
1. One (1), MY 1989, Chevrolet 4X4, Class 2, gasoline truck; VIN 1GCGJ24JXJE209025
 2. One (1), MY 1990, Dodge 4X4, Class 2, gasoline truck; VIN 1B7KM26Z9LS735468
 3. One (1), MY 1996, Dodge, Class 3, one-ton gasoline dump truck; VIN 1B6MC3655TS711140
 4. One (1), MY 1997, Chevrolet C3500 crew cab, Class 2, gasoline truck; VIN 1GCGC33R5VF033582
 5. One (1), MY 1994, Chevrolet, Class 2, three-quarter ton gasoline truck; VIN 1GBGC24K5RE193456
- A.4. **Progress Reports:** Grantee shall provide to ACOG quarterly project progress reports commencing with the end of the first quarter following signed acceptance of negotiated award contract and due no later than the 10th of the month following the end of each quarter based on a fiscal year beginning July 1; i.e., October 10, January 10, April 10, and July 10 until such time as all grant-funded vehicles, equipment and materials have been purchased and installed, and project is operational.
- A.5. **Annual Reports:** Grantee shall provide to ACOG a minimum of four (4) annual reports covering 12 full months of project operation each reporting period. The first annual report shall be due at the end of the year in which the project becomes operational. The maximum required annual reporting period shall not exceed five (5) years or 60 months. For projects that become operational on or prior to April 1 and that can report a minimum of nine (9) full months of first year operational data as listed in Sections A.5.a. and A.5.b., below, the first annual reporting period shall be considered as if it were a full 12 month period.
- A.5.a. Annual Reports for vehicle projects shall include odometer readings, fuel consumption records, maintenance records, and written documentation of all other costs associated with each vehicle purchased with ACOG CLEAN AIR Grants funds.

A.5.b. Annual reports for refueling/charging infrastructure projects shall include monthly volumes of fuel dispensed at the station(s), the number of city owned vehicles refueling at the station(s), maintenance records, and written documentation of all other costs associated with the station(s) equipment and installation purchased with ACOG CLEAN AIR Grants funds.

B. GRANT CONTRACT TERMS

B.1. Grant Contract Terms: ACOG shall have no obligation for costs incurred by the Grantee outside the period commencing July 1, 2013 and ending June 30, 2015, hereinafter referred to as Part I of Contract Terms.

Reporting requirements as described in Sections A.4., A.5., A.5.a and A.5.b. of this Grant Contract shall be effective for the period commencing July 1, 2013 and ending not later than December 31, 2019, hereinafter referred to as Part II of Contract Terms.

C. PAYMENT TERMS AND CONDITIONS

C.1. **Limitation of Liability:** In no event shall the maximum liability of ACOG under this Grant Contract exceed sixty-one thousand eight hundred eight dollars (\$61,808).

C.2. **Payment Methodology:** The Grantee shall be reimbursed for Allowable Costs related to the purchase of five (5) new, dedicated CNG vehicles as described in Section A.2.b., not to exceed the maximum liability established in Section C.1.

C.2.a Allowable Costs are defined as expenditures directly related to the Incremental Difference, each, of five (5) new, dedicated CNG vehicles as described in Section A.2.b.

C.2.b. Allowable Costs are further defined as excluding any other expenses such as personnel costs, fuel costs, mileage reimbursements, tag and title costs, vehicle and engine scrappage, vehicle auction, decorative vehicle badging or decals, or any expense other than the incremental cost difference of the vehicle(s).

C.2.c. Incremental Difference or Incremental Cost is defined as the price differential between an Original Equipment Manufacturer (OEM) alternative fuel vehicle and its comparably equipped conventional-fuel counterpart; or between a hybrid vehicle and its non-hybrid counterpart or closest comparable non-hybrid vehicle produced by an OEM; or the price of conversion equipment, fuel tanks, and installation to equip a new, convention-fuel vehicle to run exclusively on alternative fuels; and any price premium attached to an OEM conversion-ready engine as compared to its conventional-fuel counterpart.

C.2.d. The Grantee shall submit invoices accompanied by bills of sale and documentation as further described in Sections C.3.a. through C.3.d., below, prior to reimbursement of Allowable Costs.

C.3. **Invoice Requirements:** Grantee shall invoice to ACOG, with all necessary supporting documentation, to:

ACOG
Attn: Yvonne Anderson, Special Programs Officer II
21 E. Main Street, Suite 100
Oklahoma City, OK 73104-2405

Telephone: 405-234-2264; FAX: 405-234-2200

Email: yanderson@acogok.org

C.3.a. Each invoice shall clearly and accurately detail the following required information:

- (1) Invoice/Reference Number (assigned by the Grantee);
- (2) Invoice Date;
- (3) Grant Contract Number (assigned by ACOG to this Grant Contract);
- (4) Grantee Name;
- (5) Grantee Federal Employer Identification Number (as referenced in this Grant Contract);
- (6) Grantee Remittance Address;
- (7) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
- (8) Complete Itemization of Reimbursement Requested which shall include Documentation of Paid Expenses and shall include each of the following:
 - i. An Itemized Bill of Sale for each vehicle purchased, including VIN number
 - ii. An Itemized Bill of Sale for each vehicle conversion, upfit, and/or engine repower to include separate line itemizations for the following:
 1. Labor costs
 2. Cost of each alternative fuel system equipment package (exclusive of fuel tanks)
 3. Cost of each onboard alternative fuel tank installation including the number of tanks installed per vehicle, size in gallon equivalents of each installed tank, and the price of each fuel tank
 - iii. Itemized Bill of Sale for all fueling infrastructure storage and dispensing equipment
 - iv. Itemized Labor, Installation and Construction costs for each fueling infrastructure project
 - v. Total Reimbursement Amount Requested

C.3.b. Each invoice shall be accompanied by a copy of the EPA emissions certification for each conversion, upfit, and/or engine repower

C.3.c. Each invoice shall be accompanied by proof of removal from fleet and/or scrappage of vehicle(s), as applicable.

C.3.d. Each invoice shall be accompanied by a digital photo file(s) of the project displaying required labeling and signage promoting alternative fuels or clean fuel vehicle technology, and clean air.

C.4. The Grantee understands and agrees that an invoice to ACOG under this Grant Contract shall include only reimbursement requests for actual expenditures as described in Section A.2.b. and Sections C.2., C.2.a., C.2.b. and C.2.c. of this Grant Contract subject to the liability limits of the Grant Award as described in Section C.1.

C.4.a. All invoices for reimbursement must be received by ACOG no later than July 31, 2015 to include only expenses incurred during the period delineated as Part I of Contract Terms.

C.4.b. The Grantee's failure to provide an invoice to ACOG by July 31, 2015, as required, shall result in

the Grantee being deemed ineligible for reimbursement under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.

- C.5. **Payment of Invoice:** ACOG shall, within 90 days of receipt of invoice for eligible expenses relating to the purchase of vehicles, equipment, materials, labor and installation, as described in Sections A.2.b., C.2., C.2.a., C.2.b., and C.2.c. issue payment to Grantee for those eligible expenses.
- C.6. **Unallowable Costs:** The Grantee's invoice shall be subject to reduction for amounts included in any invoice which are determined by ACOG, on the basis of the terms of this Grant Contract and stated intent of the Grant Award, not to constitute allowable costs.

D. STANDARD TERMS AND CONDITIONS

- D.1. **Required Approvals:** ACOG is not bound by this Grant Contract until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.
- D.2. **Notice to Proceed:** Reimbursable costs cannot be incurred until Grant Contract is executed and a letter of Notice to Proceed is issued to Grantee.
- D.3. **Modification and Amendment:** This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by ACOG.
- D.4. **Termination for Cause:** If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, ACOG shall have the right to terminate the Grant Contract and withhold any and all award funds for reimbursement regardless of any financial liability for equipment or services incurred by the Grantee. Notwithstanding the above, the Grantee shall not be relieved of liability to ACOG for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Records:** The Grantee shall maintain documentation for all purchases and installations under this Contract. The books, records, and documents of the Grantee, insofar as they relate to money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, the Oklahoma Department of Transportation and/or Federal Highway Administration, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.
- D.6. **Progress Reports:** The Grantee shall submit brief, quarterly progress reports to ACOG throughout Part I of Contract Terms in addition to annual reports as described in Sections A.4. through A.5.b.
- D.7. **ACOG Liability:** ACOG shall have no liability except as specifically provided in this Grant Contract.
- D.8. **Force Majeure:** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.

- D.9. State and Federal Compliance: The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.10. Governing Law: This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- D.11. Completeness: This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and discussions between the parties relating hereto, whether written or oral.
- D.12. Severability: If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

E. SPECIAL TERMS AND CONDITIONS

- E.1. Conflicting Terms and Conditions: Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts: All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

ACOG:
Yvonne Anderson, Special Programs Officer II
21 E. Main Street, Suite 100
Oklahoma City, OK 73104-2405
Telephone: 405-234-2264, ext. 175; FAX: 405-234-2200
Email: yanderson@acogok.org

Grantee:
The Honorable Ken Smith, Mayor
The City of Yukon
PO Box 850500
Yukon, OK 73085
Telephone: (405) 354-1895

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Hold Harmless: To the extent that Oklahoma law permits, the Grantee agrees to hold harmless ACOG as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for ACOG in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to ACOG.

Likewise, ACOG agrees to hold harmless Grantee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of ACOG, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. ACOG further agrees it shall be liable for the reasonable cost of attorneys for Grantee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of ACOG to Grantee.

In the event of any such suit or claim, the Grantee shall give ACOG immediate notice thereof and shall provide all assistance required by ACOG in ACOG's defense. ACOG shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent ACOG in any legal matter.

IN WITNESS WHEREOF:

City of Yukon

Grantee Legal Entity Name

Grantee Signature

Date

Printed Name and Title of Grantee Signatory (above)

John G. Johnson, Executive Director
Association of Central Oklahoma Governments

Date

ORDINANCE NO. 1290

AN ORDINANCE WHICH PROVIDES AMENDMENT TO THE CODE OF ORDINANCES OF THE CITY OF YUKON, OKLAHOMA BY AMENDING SEC. 70-77 TO INCLUDE A PROHIBITION AGAINST THE DRILLING AND/OR PLACEMENT OF ANY OIL AND GAS WELLS ON PLATTED PROPERTY OR PROPERTY FOR WHICH THERE IS A CURRENT PRELIMINARY PLAT; PROVIDING FOR REPEALER; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL FOR THE CITY OF YUKON, OKLAHOMA that the Code of Ordinances, City of Yukon, is hereby amended to include a prohibition against the drilling and/or placement of oil and gas wells on platted property or property for which there is a current preliminary plat and that Sec. 70-77 shall now read as follows :

SECTION 1:**Sec. 70-77. Location of oil and gas wells, compressor stations, booster pumps, etc.**

- (a) Construction of booster pumps, compressor stations, and drilling of oil and gas wells in zone Y shall not be nearer than 150 feet from a property line, unless the location of the well is approved and written permission is granted by all adjoining property owners whose property is within 150 feet of the well.
- (b) Oil and gas wells drilled, construction of booster pumps, compressor stations, and aboveground appurtenances of pipelines in zone X shall not be nearer than 300 feet from a property line unless approved and written permission is granted by all adjoining property owners whose property is within 300 feet thereof. This 300-foot requirement is not to be construed as 300 feet from the spacing unit, but from the well bore or abovementioned appurtenances.
- (c) No oil and gas wells, construction of tank batteries, booster pumps, compressor stations, or pipelines, whether in zone X or zone Y, shall be permitted in any city park or unless upon a location in existence on the effective day of this ordinance, property which has been platted or property for which there is a current preliminary plat. No disposal wells shall be allowed in the city limits.
- (d) No wells shall be drilled within 660 feet of the banks of the North Canadian River.

SECTION 2: REPEALER

All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION 3: EMERGENCY:

WHEREAS, it being immediately necessary for the preservation of the peace, health, safety and public good of the City of Yukon and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect, and be in full force from and after its passage, as provided by law.

PASSED AND APPROVED this _____ day of _____, 2013, with the Emergency Clause passed separately.

MAYOR

ATTEST:

CITY CLERK
(SEAL)

ORDINANCE NO. 1293

AN ORDINANCE WHICH PROVIDES AMENDMENT TO THE CODE OF ORDINANCES OF THE CITY OF YUKON, OKLAHOMA BY ADDING SECTION 110-171 PROVIDING FOR PROHIBITION OF USE OF DYNAMIC BRAKING SYSTEMS, PROVIDING FOR REPEALER; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL FOR THE CITY OF YUKON, OKLAHOMA that Section 110-171 of the Code of Ordinances, City of Yukon, Oklahoma is hereby added which section reads as follows:

SECTION 1:

Sec. 110-171. Prohibition on the use of dynamic braking devices.

- (a) It shall be unlawful for any person to operate any motor vehicle with a dynamic braking device engaged within the city limits of Yukon, Oklahoma, except for the purpose of avoiding imminent danger or in case of wheel brake failure.
- (b) For purposes of this section a dynamic braking device (commonly referred to as jake brakes, jacobs brake, engine brake, or compression brake) means a device on a motor vehicle, primarily on trucks, for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes.
- (c) The provisions of this section shall not apply to authorized emergency vehicles.

SECTION 2: REPEALER

All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION 3: EMERGENCY:

WHEREAS, it being immediately necessary for the preservation of the peace, health, safety and public good of the City of Yukon and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect, and be in full force from and after its passage, as provided by law.

PASSED AND APPROVED this ____ day of _____, 2013, with the
Emergency Clause passed separately.

MAYOR

ATTEST:

CITY CLERK

(SEAL)