



CITY COUNCIL AGENDA
July 5, 2016

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

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

There will be no Study Session.

City Council - Municipal Authority Agendas

July 5, 2016 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, July 1, 2016.

Invocation:

Flag Salute:

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

<p align="center">Public Hearing to Receive Input from the Public Regarding the Proposed 2016 CDBG Program</p>

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 21, 2016

ACTION _____

- 2A. Consider approving an agreement between the American Legion Post 160, Inc. and the City of Yukon to lease the American Legion Post 160 building and premises (1020 W. Main St.) for a term of ten (10) years beginning the 1st day of July, 2016, at a cost of \$1,000.00 per month plus utilities**

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 21, 2016**
- B) Payment of material claims in the amount of \$397,469.92**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) Appointment of Lee Clark to the Park Board, representing Ward At-Large, as recommended by Council Member Earline Smaistrla**
- E) Accepting Oklahoma Department of Environmental Quality As-Built Permit No. SL000009160493 for the unpermitted construction of approximately 390 linear feet of eight (8) inch sewer line and appurtenances serving the City of Yukon CDBG Funded Year 13-Small Cities Set Aside Roadway Sewer Line Extension Project, Canadian County, Oklahoma**
- F) Accepting Oklahoma Department of Environmental Quality As-Built Permit No. WL000009160492 for the unpermitted construction of approximately 435 linear feet of six (6) inch water line and appurtenances to serve the CDBG Funded City of Yukon Year 13-Small Cities Set Aside Roadway Water Line Extension Project, Canadian County, Oklahoma**
- G) Accepting Oklahoma Department of Environmental Quality Permit No. SL000009160459 for the construction of approximately 965 linear feet of eight (8) inch sewer lines and appurtenances to serve the City of Yukon Legacy Lakes, Phase 3 Sewer Line Extension Project, Canadian County, Oklahoma.**
- H) Accepting Oklahoma Department of Environmental Quality Permit No. WL000009160460 for the construction of approximately 350 linear feet of six (6) inch and 370 linear feet of eight (8) inch water lines and appurtenances to serve the City of Yukon Legacy Lakes Phase III Water Line Extension Project, Canadian County, Oklahoma**
- I) Denial of Claim No. 202168-LR from Larry Upchurch, for sewer backup, as recommended by the Oklahoma Municipal Assurance Group**
- J) Setting the date for the next regular Council meeting for July 19, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

ACTION _____

2. Reports of Boards, Commissions and City Officials

3. Consider approving an agreement between the American Legion Post 160, Inc. and the City of Yukon to lease the American Legion Post 160 building and premises (1020 W. Main St.) for a term of ten (10) years beginning the 1st day of July, 2016, at a cost of \$1,000.00 per month plus utilities

ACTION_____

4. Consider approving the Citizen Participation Plan for the 2016 Community Development Block Grant Application

ACTION_____

5. Consider approving the Statement of Needs for the 2016 Community Development Block Grant Application

ACTION_____

6. Consider approving Resolution No. 2016-05, a Resolution allocating \$163,745.00 as a match for a Community Development Block Grant of \$79,260.00 for installation and repair of infrastructure; and authorizing execution of documents necessary to the transaction.

ACTION_____

7. Consider approving Resolution No. 2016-06, a Resolution accepting the 2016 CDBG application with the Oklahoma Department of Commerce and accepting matching funds for \$79,260.00 for the “Small Cities Community Development Block Grant” program

ACTION_____

8. Consider accepting the proposal from and awarding the bid for Trash, Grass and Weeds Abatement to The Grounds Guys of Edmond, for the term of July 5, 2016 through June 30, 2017, as recommended by the Development Services Director

ACTION_____

9. New Business

10. Council Discussion

11. Adjournment

**Yukon Municipal Authority Minutes
June 21, 2016**

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

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

1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

A) The minutes of the regular meeting of June 7, 2016

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 7, 2016, was made by Trustee McEachern and seconded by Trustee Yanda.

The vote:

AYES: McEachern, Smaistrla, Alberts, Yanda

NAYS: None

VOTE: 4-0

MOTION CARRIED

2A. Consider vacating a 20 foot Utility Easement, for Cedar Creek Consulting Inc. on behalf of Manish Patel/KP Holdings LP/WEP LLC, along the north and south side of Lot (1) Block (1), West End Point Addition, Phase II, Section 2 and addition to the City of Yukon, Canadian County, Oklahoma (1609 West End Point Dr.), as recommended by the Planning Commission

The motion to approve vacating a 20 foot Utility Easement, for Cedar Creek Consulting Inc. on behalf of Manish Patel/KP Holdings LP/WEP LLC, along the north and south side of Lot (1) Block (1), West End Point Addition, Phase II, Section 2 and addition to the City of Yukon, Canadian County, Oklahoma (1609 West End Point Dr.), as recommended by the Planning Commission, was made by Trustee Smaistrla and seconded by Trustee McEachern.

The vote:

AYES: Yanda, Alberts, Smaistrla, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

LEASE AGREEMENT

THIS LEASE AND AGREEMENT made and entered into this _____ day of _____, 2016, by and between American Legion Post 160, Inc. an Oklahoma not-for-profit, tax-exempt corporation, hereinafter called "Lessor", and the City of Yukon, Oklahoma, a municipal corporation, hereinafter called "Lessee."

WITNESSETH:

That Lessor, for and in consideration of the agreed rents to be paid and in consideration of the other covenants and agreements hereinafter recited to be kept and performed, does hereby lease, let and demise unto Lessee the following real property and premises on the terms and conditions recited:

1. DESCRIPTION OF LEASED PREMISES:

All of Lots Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25) and Twenty-six (26) in Block Three (3) in West Highland Addition to the Town of Yukon, Canadian County, Oklahoma, according to the recorded plat thereof.

2. TERM OF LEASE AND USE:

TO HAVE AND TO HOLD the said described leased property and premises unto the said Lessee, its successors and assigns, for a term of ten (10) years commencing on the 1st day of July, 2016. Lessee shall have the right, but not the obligation, to extend the term of this agreement for two (2) consecutive periods of five (5) years each under the same terms and conditions of the original agreement.

3. RENTAL:

Lessee agrees to pay Lessor as rent for said leased premises the sum of One Thousand and no/100 Dollars (\$1,000.00) per month. The first monthly payment shall be made on the 15th day of July, 2016. Payments for all subsequent months shall be payable on the 15th day of each month thereafter during the lease term until the agreed rental has been paid in full.

4. ASSIGNMENT AND SUBLEASE:

This lease shall not be assigned or the property subleased in whole or in part without the written consent of Lessor first obtained. Provided, however, Lessor agrees that consent to any such assignment or sublease shall not be unreasonably withheld.

5. LIABILITY:

Lessee agrees to be responsible for its own negligent acts and omissions and those of its employees and agents as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991, sec 151, et seq., as amended.

6. TAXES AND INSURANCE:

Lessor agrees to pay or cause to be paid all insurance and ad valorem taxes on the real property and improvements, including any special assessments.

7. MAINTENANCE AND REPAIR:

7.1 Lessor agrees, at Lessor's sole cost and expense, to repair and maintain:

- (a) The roof, foundations, exterior and structural portions of the building and improvements, and all concealed water lines, and storm lines located outside the building; and further agrees to repair any interior damage caused by Lessor's failure to repair a leaking roof;
- (b) Other concealed plumbing located outside the building, including sanitary sewers and dock drains, except for repairs and maintenance resulting from the disposal by Lessee or Lessee's employees, customers or guests of sanitary napkins, trash, cooking grease, acids, oils, tar, fiber glass, metal, plastic machine cuttings, sand or other such items;
- (c) Paving in parking area after Lessee installs new parking surface; and
- (d) Both Parties agree to work together on future improvements to the Premises.

7.2 Lessee agrees, at Lessee's sole cost and expense, to repair and maintain:

- (a) The interior portion of the building and improvements;
- (b) To repair, maintain and replace the doors and any damage or loss by reason of glass breakage;
- (c) To pay the cost of any repainting of the interior or exterior walls of the building resulting from Lessee's operations:

- (d) To install new parking surface in parking area; and
- (e) To cause the restroom facilities to be improved to meet current building code requirements.

Lessee shall at all times keep the premises free and clear of any liens, charges and claims because of any act or omission to act on the part of Lessee in connection with the maintenance and of any liens, charges and claims by reason of the acquisition by Lessee, and the installation therein, of any fixtures and equipment; and if any such liens, charges or claims are made or filed against said premises, Lessee agrees to promptly discharge the same and furnish Lessor evidence thereof.

7.3 Clean-Up: Lessee agrees, at Lessee's cost and expense, to keep or cause to be kept its leased spaces and parking area clean and free of litter and other debris.

8. INSURANCE AND OBLIGATION TO REPAIR AND RESTORE:

Lessor agrees to carry and maintain, at its sole cost and expense, a policy of fire and extended coverage insurance on the buildings and improvements in an amount sufficient to rebuild the building and improvements upon the property in the event of damage to or partial or total destruction of the same by fire or other peril or hazard covered by the policy. A copy of such policy of insurance or a certificate of insurance evidencing the issuance of the policy shall be furnished to Lessee upon request. Should the building and improvements located upon the leased premises or any part thereof be wholly or partially damaged or destroyed by fire or other casualty, Lessor shall promptly rebuild or replace the same, and the proceeds of such fire and extended coverage insurance shall be used and utilized for the purpose of repairing, replacing or rebuilding, as the case may be, the rebuilding and improvements situated upon the leased premises. Lessee agrees to execute such instrument or instruments as shall be necessary in order to release the proceeds of such insurance policy for the purposes above recited. Should the building and improvements be substantially or totally destroyed, the rent shall abate until such time as the building and improvements have been restored and are ready for occupancy by Lessee; should building and improvements be partially damaged, then there shall be a fair diminution of the rent during such time as the building and improvements shall be in the process of repair. It is the intent hereof that Lessor shall promptly rebuild, repair and restore said building and improvements and be available to Lessee for such purpose. Said policy of fire and extended coverage insurance shall contain an appropriate "waiver of subrogation" clause wherein Lessor's insurer waives any subrogation claims against Lessee herein. For the purposes of this paragraph, the term substantial destruction shall mean that the leased premises have been damaged to the extent that more than 75% of the leased premises is not capable of use by the Lessee in conducting its business.

9. UTILITIES:

Lessee agrees to promptly pay and discharge all water, light, heating, gas, refuse collection and disposal, and other utility bills incurred from date of occupancy by Lessee to date of lease

termination and vacation of the premises by Lessee, together with all other operating expenses connected with its use and occupancy of the leased premises, including the payment of all taxes levied and assessed against Lessee's personal property, fixtures, equipment and inventory.

10. SURRENDER OF LEASED PREMISES - ADDITIONS, ALTERATIONS AND MODIFICATIONS:

At the expiration of the lease term or any extensions or renewals of this lease, Lessee agrees to surrender possession of the leased premises to Lessor in as good a state of repair and condition as at the beginning of the lease term, reasonable wear and tear alone excepted. All additions, alterations and modifications shall, at the time of installation, become the sole property of the Lessor and shall be left as a part of the leased premises at the end of the term of this lease. Provided, however, Lessor shall have the right at the end of the lease term to require the Lessee to remove any or all improvements made to the leased premises and restore the leased premises to the condition it was in at the beginning of the lease term, reasonable wear and tear alone excepted, such removal and restoration, if required, shall be made at the sole cost and expense of the Lessee. Lessee shall, at the end of the term of this lease, have the right to remove any trade fixtures from the leased premises which have not been affixed to the leased premises so as to become a part of the realty. However, any damage caused to the building in removing said trade fixtures shall be repaired at the sole cost and expense of Lessee.

11. NON-APPROPRIATION:

Agencies of the state generally are prohibited by the Oklahoma Constitution from obligating revenues of a succeeding fiscal year. Accordingly, in the event the Yukon City Council, in its sole discretion, does not allocate sufficient funds to properly fulfill obligations under this Agreement, either in whole or in material part, for any succeeding fiscal year of the agency, then upon Lessee giving Lessor thirty (30) days prior written notice, Lessee may terminate this Agreement for non-appropriation of funds without liability and its responsibility to perform hereunder shall cease and it shall not be obligated to pay any penalties, liquidated damages, cancellation fees, options fees or attrition fees.

12. CONDEMNATION:

In the event that the premises shall be taken in condemnation proceedings or by exercise of any right of eminent domain for public or quasi public use, this lease shall terminate as of the date of said taking and all unearned rent and other charges paid in advance shall be refunded to the Lessee and the Lessee shall surrender possession of the leased premises to the Lessor. The award for such taking shall belong to the Lessor except that the Lessee shall be entitled to make a claim in its own name to the condemning authority for the value of any furniture, trade fixtures, trade equipment, merchandise or personal property of any kind belonging to the Lessee, and not forming a part of the real estate, or for the cost of moving all of the same or for moving such business as is necessary.

13. DEFAULT:

The Lessor may give the Lessee ten (10) days' notice of intention to terminate this lease in the event of any of the following circumstances:

- a. If the Lessee is in default in the payment of any rental when the same becomes due and such default is not cured within twenty (20) days after written notice thereof is given by the Lessor;
- b. If the Lessee is in default in the performance of any of the covenants to this lease, other than the covenants to pay rent, and such defaults are not cured within twenty (20) days written notice thereof given by Lessor;

14. COSTS OF COLLECTION:

In the event litigation is initiated to enforce the provisions of this agreement or any rights granted herein, the prevailing party shall be entitled to an award of reasonable attorney fees to be taxed as costs therein.

15. RIGHT TO INSTALL SIGNS:

Lessee shall have the right, subject to the Lessor's approval, to place on or in the leased premises such signs conforming to all laws and municipal regulations as it deems necessary and proper in the conduct of its business; such approval of Lessor shall not be unreasonably withheld.

16. NOTICE:

Any notice provided for herein shall be given by mail, postage prepaid, if to the Lessor, at _____, or at the address to which the rent is then being mailed, and if to the Lessee, at 500 West Main, Yukon, Oklahoma 73099. The place to which notices are to be mailed may be changed by written notice from time to time from one party to the other party.

17. COVENANT NOT TO WASTE:

The Lessee covenants not to commit, nor to permit any waste whatever, and will, free of expense to Lessor, when required by proper authorities, abate all nuisances whether public or private.

18. FORCE MAJEURE:

ACKNOWLEDGMENT

STATE OF OKLAHOMA)SS:

Before me, the undersigned, a Notary Public within and for said County and State, on this _____ day of _____, 2016, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument and personally acknowledged to me that he has read, understood and signed the same, and that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My commission expires:

ACKNOWLEDGMENT

STATE OF OKLAHOMA)SS:

Before me, the undersigned, a Notary Public within and for said County and State, on this _____ day of _____, 2016, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument and personally acknowledged to me that he has read, understood and signed the same, and that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My commission expires:

**Yukon City Council Minutes
June 21, 2016**

The Yukon City Council met in regular session on June 21, 2016 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Father Rex Arnold, St. John Nepomuk Catholic Church
The flag salute was given in unison.

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

OTHERS PRESENT:

Jim Crosby, City Manager	John Corn, Police Chief
Tammy DeSpain, Asst. City Manager	Doug Shivers, City Clerk
Mike Segler, City Attorney	Robbie Williams, Triad
Mitch Hort, Development Services Dir.	Gary Cooper, IT Director
Philip Merry, Acting City Treasurer	Dana Deckard, Executive Admin. Assist.
Arnold Adams, Public Works Director	

Presentations and Proclamations

None

Visitors

None

(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 7, 2016

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 7, 2016, was made by Trustee McEachern and seconded by Trustee Yanda.

The vote:

AYES: McEachern, Smaistrla, Alberts, Yanda

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 2A. Consider vacating a 20 foot Utility Easement, for Cedar Creek Consulting Inc. on behalf of Manish Patel/KP Holdings LP/WEP LLC, along the north and south side of Lot (1) Block (1), West End Point Addition, Phase II, Section 2 and addition to the City of Yukon, Canadian County, Oklahoma (1609 West End Point Dr.), as recommended by the Planning Commission**

The motion to approve vacating a 20 foot Utility Easement, for Cedar Creek Consulting Inc. on behalf of Manish Patel/KP Holdings LP/WEP LLC, along the north and south side of Lot (1) Block (1), West End Point Addition, Phase II, Section 2 and addition to the City of Yukon, Canadian County, Oklahoma (1609 West End Point Dr.), as recommended by the Planning Commission, was made by Trustee Smaistrila and seconded by Trustee McEachern.

The vote:

AYES: Yanda, Alberts, Smaistrila, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of June 7, 2016**
- B) Payment of material claims in the amount of \$512,243.37**
- C) The renewal of the existing Interlocal Governmental Cooperation Agreement with the City of Piedmont, providing after-hours emergency dispatch services, for the term of July 1, 2016 through June 30, 2017, at a rate of \$3,693.42 per month**
- 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, 2016 through June 30, 2017, as approved by the State Attorney General**
- E) Setting the date for the next regular Council meeting for July 5, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of June 7, 2016; payment of material claims in the amount of \$512,243.37; The renewal of the existing Interlocal Governmental Cooperation Agreement with the City of Piedmont, providing after-hours emergency dispatch services, for the term of July 1, 2016 through June 30, 2017, at a rate of \$3,693.42 per month; 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, 2016 through June 30, 2017, as approved by the State Attorney General; and setting the date for the next regular Council meeting for July 5, 2016, 7:00 p.m. in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member McEachern and seconded by Council Member Yanda.

The vote:

AYES: Smaistrila, Yanda, McEachern, Alberts

NAYS: None

VOTE: 4-0

MOTION CARRIED

2. **Reports of Boards, Commissions and City Officials - None**
3. **Consider approving Resolution No. 2016-04, a Resolution of the Yukon City Council establishing the Nine-One-One Emergency Telephone Service Fee for the calendar year 2017, maintaining the landline service fees at their current rates**

The motion to approve Resolution No. 2016-04, a Resolution of the Yukon City Council establishing the Nine-One-One Emergency Telephone Service Fee for the calendar year 2017, maintaining the landline service fees at their current rates, was made by Council Member Yanda and seconded by Council Member Smaistrla.

The vote:

AYES: Alberts, Yanda, McEachern, Smaistrla

NAYS: None

VOTE: 4-0

MOTION CARRIED

4. **Consider approving a Conditional Use Permit from CPI Pipe & Steel for dirt mining, located at the Southeast Quarter (SE/4) of Section Twenty-One (21), Township Twelve North (12N) Range Six West (6W) of the Indian Meridian (I.M.), Canadian County, Oklahoma; containing 11.29 acres more or less, as recommended by the Planning Commission**

The motion to approve a Conditional Use Permit from CPI Pipe & Steel for dirt mining, located at the Southeast Quarter (SE/4) of Section Twenty-One (21), Township Twelve North (12N) Range Six West (6W) of the Indian Meridian (I.M.), Canadian County, Oklahoma; containing 11.29 acres more or less, as recommended by the Planning Commission, was made by Council Member Yanda and seconded by Council Member Smaistrla.

The vote:

AYES: Yanda, Smaistrla, McEachern, Alberts

NAYS: None

VOTE: 4-0

MOTION CARRIED

5. **Consider accepting the Paving and Drainage improvements and placing the Maintenance Bonds into effect to serve River Mesa Sec. 2, in the vicinity of Wagner Rd., between Mustang and Piedmont Rd., as recommended by the City Engineer**

The motion to accept the Paving and Drainage improvements and placing the Maintenance Bonds into effect to serve River Mesa Sec. 2, in the vicinity of Wagner Rd., between Mustang and Piedmont Rd., as recommended by the City Engineer, was made by Council Member McEachern and seconded by Council Member Smaistrla.

The vote:

AYES: Alberts, Yanda, Smaistrla, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

6. **Consider accepting the Sanitary Sewer Line improvements and placing the Maintenance Bonds into effect to serve River Mesa Sec. 2, in the vicinity of Wagner Rd., between Mustang and Piedmont Rd., as recommended by the City Engineer**

The motion to accept the Sanitary Sewer Line improvements and placing the Maintenance Bonds into effect to serve River Mesa Sec. 2, in the vicinity of Wagner Rd., between Mustang and Piedmont Rd., as recommended by the City Engineer, was made by Council Member McEachern and seconded by Council Member Yanda.

The vote:

AYES: Smaistrla, Yanda, Alberts, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 7. Consider accepting the Public Water Line improvements and placing the Maintenance Bonds into effect to serve River Mesa Sec. 2, in the vicinity of Wagner Rd., between Mustang and Piedmont Rd., as recommended by the City Engineer**

The motion to accept the Public Water Line improvements and placing the Maintenance Bonds into effect to serve River Mesa Sec. 2, in the vicinity of Wagner Rd., between Mustang and Piedmont Rd., as recommended by the City Engineer, was made by Council Member Smaistrla and seconded by Council Member McEachern.

The vote:

AYES: Yanda, McEachern, Alberts, Smaistrla

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 8. Consider approving the preliminary plat for a tract of land lying in the Southwest quarter (SW/4) of Section twenty-nine (29) Township twelve (12) North, Range five (5) West of the Indian Meridian, Canadian County, Oklahoma, with conditions (Cedar Creek Consulting on behalf of Manish Patel/KP Holdings LP/WEP LLC), as recommended by the Planning Commission**

The motion to approve the preliminary plat for a tract of land lying in the Southwest quarter (SW/4) of Section twenty-nine (29) Township twelve (12) North, Range five (5) West of the Indian Meridian, Canadian County, Oklahoma, with conditions (Cedar Creek Consulting on behalf of Manish Patel/KP Holdings LP/WEP LLC), as recommended by the Planning Commission, was made by Council Member McEachern and seconded by Council Member Yanda.

Council Member McEachern asked about plans regarding construction. Jason Emmett of Cedar Creek Consulting stated a hotel and car wash are in the current plans.

The vote:

AYES: McEachern, Alberts, Smaistrla, Yanda

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 9. Consider vacating a 20 foot Utility Easement, for Cedar Creek Consulting Inc. on behalf of Manish Patel/KP Holdings LP/WEP LLC, along the north and south side of Lot (1) Block (1), West End Point Addition, Phase II, Section 2 and addition to the City of Yukon, Canadian County, Oklahoma (1609 West End Point Dr.), as recommended by the Planning Commission**

The motion to vacate a 20 foot Utility Easement, for Cedar Creek Consulting Inc. on behalf of Manish Patel/KP Holdings LP/WEP LLC, along the north and south side of Lot (1) Block (1), West End Point Addition, Phase II, Section 2 and addition to the City of Yukon, Canadian County, Oklahoma (1609 West End Point Dr.), as recommended by the Planning Commission, was made by Council Member McEachern and seconded by Council Member Yanda.

Council Member McEachern confirmed this easement is right along the property just discussed in item 8. Mr. Emmett confirmed this is being vacated so that once the other property is purchased, there will not be an easement cutting through. Mitchell Hort confirmed they are moving the 20 foot Utility Easement further south.

The vote:

AYES: Smaistrila, Alberts, McEachern, Yanda

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 10. Consider approving a Final Plat of residence of Yukon Hills, a part of Section 21, Township 12 North, Range 5 West, of the Indian Meridian, Canadian County, Oklahoma (105 W. Vandament), with the condition that a maximum of two drives shall be permitted along the north side of Bass, as recommended by the Planning Commission**

The motion to approve a Final Plat of residence of Yukon Hills, a part of Section 21, Township 12 North, Range 5 West, of the Indian Meridian, Canadian County, Oklahoma (105 W. Vandament), with the condition that a maximum of two drives shall be permitted along the north side of Bass, as recommended by the Planning Commission, was made by Council Member McEachern and seconded by Council Member Yanda.

The vote:

AYES: Yanda, Alberts, McEachern, Smaistrila

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 11. Consider approving Ordinance No. 1338, an ordinance amending Ordinance No. 657, Appendix A of the Code of Ordinances of the City of Yukon, Oklahoma, by providing that the zoning designation for a part the Southwest Quarter (SW/4) of Section Twenty-Nine (29), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian, (I.M.), Yukon, Canadian County, Oklahoma, be changed from "C-3" (Restricted Commercial District) to "C-5" (Automotive and Commercial Recreation District); and declaring an emergency**

The motion to approve Ordinance No. 1338, an ordinance amending Ordinance No. 657, Appendix A of the Code of Ordinances of the City of Yukon, Oklahoma, by providing that the zoning designation for a part the Southwest Quarter (SW/4) of Section Twenty-Nine (29), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian, (I.M.), Yukon, Canadian County, Oklahoma, be changed from "C-3" (Restricted Commercial District) to "C-5" (Automotive and Commercial Recreation District); and declaring an emergency, was made by Council Member Yanda and seconded by Council Member Smaistrila.

Council Member McEachern asked for clarification. Mr. Hort stated this is for item 8.

The vote:

AYES: Alberts, Yanda, Smaistrila, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

11a. Consider approving the Emergency Clause of Ordinance No. 1338

The motion to approve the Emergency Clause of Ordinance No. 1338, was made by Council Member Smaistrla and seconded by Council Member McEachern.

The vote:

AYES: McEachern, Alberts, Yanda, Smaistrla

NAYS: None

VOTE: 4-0

MOTION CARRIED

12. Consider approving Amendment No. 1 to the City of Yukon Year 13 Community Development Block Grant (CDBG) Small Cities Set-Aside Roadway, Sanitary Sewer and Waterline Replacement Project, to reflect as-built quantities for the project and a reduction in cost of \$22,721.25, as recommended by the City Engineer

The motion to approve Amendment No. 1 to the City of Yukon Year 13 Community Development Block Grant (CDBG) Small Cities Set-Aside Roadway, Sanitary Sewer and Waterline Replacement Project, to reflect as-built quantities for the project and a reduction in cost of \$22,721.25, as recommended by the City Engineer, was made by Council Member McEachern and seconded by Council Member Yanda.

The vote:

AYES: Alberts, Smaistrla, McEachern, Yanda

NAYS: None

VOTE: 4-0

MOTION CARRIED

13. New Business - There was no new business.

14. Council Discussion

Council Member McEachern said it is a wonderful time coming up, with July 4th. Be mindful of the heat and conserving water. Water is the new gold. Thanked Father Rex for the invocation.

Council Member Smaistrla had no comments.

Council Member Yanda wished everyone a happy and safe 4th of July.

Mayor Alberts reminded everyone that Concerts in the Park is well underway on Thursday evenings at Chisholm Trail Park at 7:00 PM. Freedom Fest starts Sunday, July 3rd starting with Yukon Tribute to Veterans. On Monday, July 4th, festivities start at 8 AM including a car show, children's activities, family swim and more! The evening activities will feature live music with fireworks on both nights. Mayor Alberts read a sale tax report for the fiscal year – actual versus budgeted. He stated this would be on the website for the public to view. We anticipate having more information available in July.

15. Adjournment

John Alberts, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	340,856.63
36	Sales Tax Claims		1,538.13
46	Municipal Court		534.33
64	Special Revenue Fund		18,370.60
70	Water & Sewer Enterprise		22,630.19
71	Sanitation Enterprise		13,426.96
73	Storm Water Enterprise		113.08
			<hr/>
		\$	397,469.92
			<hr/>

The above foregoing claims have been passed and approved this 5th day of July 2016 by the Yukon City Council.

Doug Shivers, City Clerk

John Alberts, Mayor

FUND: 01 - General Fund

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101 LEGISLATIVE						
16-66822	01-00101	City of Yukon (BankOne)ADM	Paper for Color Copier	6/2016	Staples 7158161292	188.97
16-66842	01-00101	City of Yukon (BankOne)ADM	COWRA Lunch	6/2016	McAlister 06/23/16	104.88
16-66854	01-00102	City of Yukon (BankOne)FIN	study session dinner	6/2016	Logans 06/21/16	175.48
16-66857	01-05342	Canadian Cty Clerk	abatement filing fees	6/2016	R458164	39.00
16-66858	01-05342	Canadian Cty Clerk	abatement filing fees	6/2016	R459756	130.00
16-66859	01-05342	Canadian Cty Clerk	abatement filing fees	6/2016	R459924	78.00
16-66860	01-05342	Canadian Cty Clerk	abatement filing fees	6/2016	R460938	78.00
16-66861	01-07275	Crawford & Associates	Prof Services to 6/15/16	6/2016	9907	17,863.75
16-66821	01-39580	The Piedmont-Surrey Gazette	Freedom Fest Advertising	6/2016	PSG2966	5,000.00
16-66862	01-58100	Wheatley Segler Osby & Mill	Professional Services	6/2016	16837	68.58
16-66843	01-62200	Yukon Chamber of Commerce	Sponsorship-NewTeacherLun	6/2016	10834	300.00
16-66567	01-62900	Yukon Review Inc.	Ads for Freedom Fest	6/2016	6638	378.00
16-66864	01-62900	Yukon Review Inc.	legal ad-BrdAdj/RussellHo	6/2016	6552	42.33
16-66865	01-62900	Yukon Review Inc.	legal ad-Abatement RFP	6/2016	6563	50.74
16-66872	01-62900	Yukon Review Inc.	legal ad-Ord #1338	6/2016	6637	21.50
16-66873	01-62900	Yukon Review Inc.	legal ad-BrdAdj/RussellHo	6/2016	6681	46.50
DEPARTMENT TOTAL:						24,565.73
DEPARTMENT: 102 ADMINISTRATION						
16-66696	01-00101	City of Yukon (BankOne)ADM	Office Supplies	6/2016	Staples 7158143125	97.86
16-66157	01-48373	Southwestern Stationery and	Business Cards- J.Crosby	6/2016	41097	130.00
DEPARTMENT TOTAL:						227.86
DEPARTMENT: 104 FINANCE						
16-66871	01-00102	City of Yukon (BankOne)FIN	office supplies	6/2016	Staples 7158547166	50.87
DEPARTMENT TOTAL:						50.87
DEPARTMENT: 106 FIRE DEPARTMENT						
16-66868	01-00105	City of Yukon (BankOne)FD	bottle water for trucks	6/2016	Wal-Mart 02470	95.52
16-66869	01-01338	American Medical Response	Adult BP cuffs	6/2016	062216-YFD	83.20
16-66841	01-92009	Trane U.S, Inc.	St 1 A/C unit RT3	6/2016	36744441	753.50
DEPARTMENT TOTAL:						932.22

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 107 POLICE DEPARTMENT							
16-66839	01-00111	City of Yukon (BankOne)PD	prisoner meals	6/2016	Wal-Mart 07248	163.85	
						DEPARTMENT TOTAL:	163.85
DEPARTMENT: 108 STREET DEPARTMENT							
16-66844	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50775287	53.04	
						DEPARTMENT TOTAL:	53.04
DEPARTMENT: 109 MUNICIPAL COURT							
16-66830	01-19105	W. Mark Hixson	Juv Defense Attorney srvc	6/2016	Juv Def 2015-2016	1,762.50	
						DEPARTMENT TOTAL:	1,762.50
DEPARTMENT: 112 DEVELOPMENT SERVICES							
16-66854	01-00102	City of Yukon (BankOne)FIN	study session dinner	6/2016	Lowe's 1711CR	73.00-	
						DEPARTMENT TOTAL:	73.00-
DEPARTMENT: 114 PROPERTY MAINTENANCE							
16-66844	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50775287	34.54	
						DEPARTMENT TOTAL:	34.54
DEPARTMENT: 116 PARK ADMINISTRATION							
16-66826	01-00180	City of Yukon (BankOne)PW	pond maintenance	6/2016	BSN Sports 7254675	254.99-	
						DEPARTMENT TOTAL:	254.99-
DEPARTMENT: 117 PARK MAINTENANCE							
16-66826	01-00180	City of Yukon (BankOne)PW	pond maintenance	6/2016	TurnPro Aquat 7351	779.00	
16-66844	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50775287	24.74	
16-66787	01-30600	Lowe's Companies, Inc.	wire plugs,cable ties	6/2016	02493	495.02	
						DEPARTMENT TOTAL:	1,298.76

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 118		RECREATION FACILITIES				
16-66855	01-00110	City of Yukon (BankOne)REC basketball rims		6/2016	BSN Sports7254675	254.99
					DEPARTMENT TOTAL:	254.99
					FUND TOTAL:	29,016.37

FUND: 36 - ST Capital Improvement

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501 SALES TAX CAPITAL IMPROV						
16-66856	01-02782	Bank of Oklahoma	Bond Trustee Fee	6/2016	5092127	1,500.00
16-66217	01-04450	Brodart	Children's Standing Order	6/2016	B4534902	38.13
DEPARTMENT TOTAL:						1,538.13
FUND TOTAL:						1,538.13

FUND: 64 - Special Revenue

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 123						
SPECIAL EVENT REVENUE						
16-66572	01-00101	City of Yukon (BankOne)	ADM City Employee Picnic Exp	6/2016	Wal-Mart 00539	81.67
						DEPARTMENT TOTAL:
						81.67
DEPARTMENT: 142						
INSURANCE/MISC REIMB						
16-66724	01-00180	City of Yukon (BankOne)	PW trailer	6/2016	Custom Trail 73552	1,595.00
16-66723	01-04477	Brewer Construction	Oklahomwater line, bore	6/2016	2016-10	8,300.00
16-66862	01-58100	Wheatley Segler Osby & Mill	Professional Services	6/2016	16837	508.70
16-66863	01-58110	Wheatley Segler Osby & Mill	Professional Services	6/2016	16837	6,539.75
						DEPARTMENT TOTAL:
						16,943.45
DEPARTMENT: 144						
LIBRARY STATE AID						
16-66799	01-16230	Gale Group Inc	Large Print Standing Orde	6/2016	58256837	513.52
						DEPARTMENT TOTAL:
						513.52
DEPARTMENT: 146						
LIBRARY SPECIAL REVENUE						
16-65719	01-04450	Brodart	Young Adult Standing Orde	6/2016	B4563116	20.58
16-66477	01-04450	Brodart	Adult Standing Order	6/2016	B4563114	80.89
16-66553	01-04450	Brodart	Young Adult Materials	6/2016	B4574386	415.11
16-66482	01-44395	Recorded Books, LLC	DVD Standing Order	6/2016	1168585	198.40
16-66517	01-44395	Recorded Books, LLC	Audio Book Standing Order	6/2016	75349891	116.98
						DEPARTMENT TOTAL:
						831.96
						FUND TOTAL:
						18,370.60

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201 WATER DISTRIBUTION						
16-66824	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	Love's 98489	7.96
16-66827	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 145334	13.66
16-66832	01-00180	City of Yukon (BankOne)PW	CNG fuel, hyd hose	6/2016	OnCue 120427	14.77
16-66844	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50775287	41.39
16-66845	01-00180	City of Yukon (BankOne)PW	water line repair	6/2016	Ace Hardwar 876997	12.54
16-66846	01-00180	City of Yukon (BankOne)PW	pump, cylinder, plug, CNG	6/2016	OnCue 151628	14.70
16-66769	01-39550	Paul Penley Oil Company, Infuel		6/2016	0118150-IN	572.27
16-66870	01-39550	Paul Penley Oil Company, Infuel		6/2016	0118584-IN	638.37
DEPARTMENT TOTAL:						1,315.66
DEPARTMENT: 202 UTILITY BILLING						
16-66844	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50775287	16.90
16-66866	01-29320	Linebarger, Goggan, Blair &	Collection Agency Fees	6/2016	06/15/16	150.18
16-66769	01-39550	Paul Penley Oil Company, Infuel		6/2016	0118150-IN	416.45
16-66870	01-39550	Paul Penley Oil Company, Infuel		6/2016	0118584-IN	332.03
16-66867	01-39967	Pitney Bowes	Service Agreement	6/2016	1000836407	194.52
DEPARTMENT TOTAL:						1,110.08
DEPARTMENT: 204 FLEET MAINTENANCE						
16-66781	01-00180	City of Yukon (BankOne)PW	ignition switch for mower	6/2016	P&K Equipm 2251466	43.46
16-66823	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 063309	10.24
16-66825	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 072435	8.73
16-66828	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 072308	8.96
16-66832	01-00180	City of Yukon (BankOne)PW	CNG fuel, hyd hose	6/2016	NAPA 637959	212.20
16-66833	01-00180	City of Yukon (BankOne)PW	seat switch, air filter	6/2016	Luber Bros 158439	120.56
16-66834	01-00180	City of Yukon (BankOne)PW	tires, waste fee	6/2016	T&W Tire 5672672	489.96
16-66835	01-00180	City of Yukon (BankOne)PW	battery	6/2016	O'Reil 0343-190549	111.32
16-66836	01-00180	City of Yukon (BankOne)PW	Rack and pinion	6/2016	O'Reil 0343-190550	387.36
16-66837	01-00180	City of Yukon (BankOne)PW	tire repairs	6/2016	Southern 47182063	104.00
16-66838	01-00180	City of Yukon (BankOne)PW	a/c wrap	6/2016	O'Reil 0343-190548	13.99
16-66844	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50775287	43.90
16-66846	01-00180	City of Yukon (BankOne)PW	pump, cylinder, plug, CNG	6/2016	O'Reil 0343-190680	219.72
16-66848	01-00180	City of Yukon (BankOne)PW	foam fill tire, deck tire	6/2016	Hercules Ti 348825	8.30
16-66849	01-00180	City of Yukon (BankOne)PW	headlight for PD car	6/2016	O'Reil 0343-190795	3.49
16-66851	01-00180	City of Yukon (BankOne)PW	filter, gaskets, syn oil	6/2016	NAPA 638089	174.63
16-66853	01-00180	City of Yukon (BankOne)PW	transmission repairs	6/2016	United Eng 4067748	1,352.49
16-66769	01-39550	Paul Penley Oil Company, Infuel		6/2016	0118150-IN	8,498.38
16-66870	01-39550	Paul Penley Oil Company, Infuel		6/2016	0118584-IN	8,236.52
16-66829	01-53425	DOC/Union City Comm Corr	Ctppwp pay May ' 16	6/2016	UNC2016-YUK-4179	156.24
DEPARTMENT TOTAL:						20,204.45
FUND TOTAL:						22,630.19

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
16-66725	01-00171	City of Yukon (BankOne)	SAN Membership Renewal	6/2016	SWANA 2017-870889	212.00
16-66831	01-00171	City of Yukon (BankOne)	SAN Hose Reel Swivel 1/2"	6/2016	Chappell 0438266	76.36
16-66782	01-00180	City of Yukon (BankOne)	PW blower motor and resistor	6/2016	Bruckner's 484745C	109.59
16-66794	01-00180	City of Yukon (BankOne)	PW air compressor repairs	6/2016	Bruckner 518820CS	2,735.45
16-66840	01-00180	City of Yukon (BankOne)	PW tracks for skid steer	6/2016	Warren C 11Q057968	4,138.52
16-66844	01-00180	City of Yukon (BankOne)	PW uniform cleaning, rental	6/2016	Clean 50775287	48.19
16-66852	01-00180	City of Yukon (BankOne)	PW switch, blower motor	6/2016	O'Reil 0343-191127	97.36
16-66769	01-39550	Paul Penley Oil Company,	Infuel	6/2016	0118150-IN	3,413.28
16-66870	01-39550	Paul Penley Oil Company,	Infuel	6/2016	0118584-IN	2,596.21
DEPARTMENT TOTAL:						13,426.96
FUND TOTAL:						13,426.96

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
16-66778	01-00173	City of Yukon (BankOne)SW	batteries-office supplies	6/2016	Wal-Mart 02222	23.12
16-66850	01-00173	City of Yukon (BankOne)SW	Air filters for units DS	6/2016	Locke 28918395-00	19.80
16-66769	01-39550	Paul Penley Oil Company,	Infuel	6/2016	0118150-IN	40.07
16-66870	01-39550	Paul Penley Oil Company,	Infuel	6/2016	0118584-IN	30.09
DEPARTMENT TOTAL:						113.08
FUND TOTAL:						113.08
GRAND TOTAL:						85,095.33

PACKET: 18633 June '16 Court Collection
 VENDOR SET: 01 CITY OF YUKON
 BANK: MunCt Municipal Court

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-June '16	Perdue, Brandon, Fielder etal Perdue, Brandon, Fielder etal: R		6/21/2016		534.33	004146	534.33

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	534.33	534.33
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
BANK TOTALS:		1	0.00	534.33	534.33

PACKET: 18633 June '16 Court Collection
VENDOR SET: 01 CITY OF YUKON
BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	534.33	534.33
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	534.33	534.33

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
46	6/2016	534.33CR
=====		
ALL		534.33CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

FUND: 01 - General Fund

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 101		LEGISLATIVE					
17-66874	01-06815	Compassionate Hands, Inc.	Monthly Contribution	7/2016	Jul 2016	1,000.00	
17-66875	01-18195	Hance Pyrotechnics	2016 Fireworks displays	7/2016	July 3, 2016	21,000.00	
17-66877	01-37470	OK Municipal League	OML16-17 Ann.Srv Fee	7/2016	028553	24,485.76	
17-66880	01-59400	Kathryn Wright Rentals	Rent-334 Elm-Jul2016	7/2016	Jul 2016	800.00	
17-66881	01-62000	Youth & Family Services,	Monthly Contributions	7/2016	Jul 2016	1,250.00	
DEPARTMENT TOTAL:						48,535.76	
DEPARTMENT: 103		INSURANCE					
17-66876	01-37468	OK Municipal Assurance	Worker's Comp 16-17	7/2016	Jul-Sep 2016	177,185.50	
17-66878	01-57600	Wesco, Inc.	Property & Fine Arts16-17	7/2016	204728	31,512.00	
17-66879	01-57600	Wesco, Inc.	Liability,Auto&Equip16-17	7/2016	204759	54,607.00	
DEPARTMENT TOTAL:						263,304.50	
FUND TOTAL:						311,840.26	
GRAND TOTAL:						311,840.26	

Technology Item Listing - July 05, 2016

Item #	Description	Model Number	Serial Number	Department
	2004 Mercury Marquis	VIN # 2MEFM75W94X644736		Police
5350	Apple iPhone 5S 32GB (Silver) - Verizon Wireless	ME345LL/A	C39LG628FNJN	Technology
8363	Apple iPhone 5C (Blue) - Verizon Wireless	ME555LL/A	F78LN4ETFNDG	Fire
3923	Apple iPhone 5C (Green) - Verizon Wireless	ME556LL/A	F73LNRHAFNDH	Park Maintenance

Jason Beal

Subject: FW: New Park Board Member

From: Earline Smaistrla [<mailto:esmaistrla@ynbok.com>]

Sent: Wednesday, June 29, 2016 3:40 PM

To: Doug Shivers

Subject: New Park Board Member

I am happy to announce that Mr. Lee Clark has agreed to be appointed by me to the At-Large seat of the Yukon Park Board effective immediately. Welcome aboard! We appreciate your service.

Earline Smaistrla
At-Large Council Member

NOTICE TO RECIPIENTS

The information contained in and accompanying this communication may be confidential, subject to legal privilege, or otherwise protected from disclosure, and is intended solely for the use of the intended recipient(s). If you are not the intended recipient of this communication, please delete and destroy all copies in your possession, notify the sender that you have received this communication in error, and note that any review or dissemination of, or the taking of any action in reliance on, this communication is expressly prohibited. E-mail messages may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. YNB makes no warranties in relation to these matters. Please note that YNB reserves the right to intercept, monitor, and retain e-mail messages to and from its systems as permitted by applicable law. If you are not comfortable with the risks associated with e-mail messages, you may decide not to use e-mail to communicate with YNB.



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

June 21, 2016

James D. Crosby, City Manager
City of Yukon
P. O. Box 850500
Yukon, Oklahoma 73085

Re: As-Built Permit No.: SL000009160493
Year 13-Small Cities Set Aside Roadway
Sewer Line Extension Project
Facility No.: S-20533

Dear Mr. Crosby:

As you know, construction of municipal collection system improvements without a construction permit is violation of State law.

Enclosed is As-Built Permit No.: SL000009160493 for the unpermitted construction of approximately 390 L. F. of eight (8) inch sewer line and appurtenances serving the City of Yukon CDBG Funded Year 13-Small Cities Set Aside Roadway Sewer Line Extension Project, Canadian County, Oklahoma.

That this project authorized by this as-built permit was constructed in accordance with the as-built plans approved by this Department on June 21, 2016.

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

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

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ
Robert Williams, P. E., Triad Design Group, Inc.
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

AS-BUILT PERMIT NO.: SL000009160493

SEWER LINES

FACILITY NO.: S-20533

AS-BUILT PERMIT TO CONSTRUCT

June 21, 2016

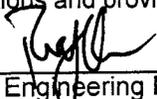
Pursuant to O.S. 27A 2-6-304, the City of Yukon is hereby granted this Tier I As-Built Permit for unpermitted construction of approximately 390 L. F. of eight (8) inch sewer line and appurtenances serving the City of Yukon CDBG Funded Year 13-Small Cities Set Aside Roadway Sewer Line Extension Project, located in part of SE-1/4 of Section 17, T-12-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the as-built plans approved on June 21, 2016.

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

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

- 1) That the recipient of the permit is responsible that this project received supervision and inspection by competent and qualified personnel.
- 2) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.
- 3) That tests were conducted to insure that the constructed sewer leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 4) That the permittee took steps to assure that the connection of house services to this constructed sewer line was done in a manner that the functioning of the sewers was not be impaired and that earth and ground water was excluded from the sewers when the connection was completed.
- 5) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 6) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 7) That all manholes were constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.

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



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

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

printed on recycled paper with soy ink





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

June 21, 2016

James D. Crosby, City Manager
City of Yukon
P. O. Box 850500
Yukon, Oklahoma 73085

Re: As-Built Permit No.: WL000009160492
Year 13-Small Cities Set Aside Roadway
Water Line Extension Project
Facility No. 2000910

Dear Mr. Crosby:

As you know, construction of potable water distribution system improvements without an construction permit is a violation of State law.

Enclosed is As-Built Permit No.: WL000009160492 for the unpermitted construction of approximately 435 L. F. of six (6) inch water line and appurtenances to serve the CDBG Funded City of Yukon Year 13-Small Cities Set Aside Roadway Water Line Extension Project, Canadian County, Oklahoma.

That this project authorized by this as-built permit was constructed in accordance with the as-built plans approved by this Department on June 21, 2016.

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

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

Respectfully,

A handwritten signature in black ink, appearing to read 'Robert B. Walker', is written over a white background.

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ
Robert Williams, P. E., Triad Design Group, Inc.
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

AS-BUILT PERMIT NO.: WL000009160492

WATER LINES

FACILITY NO.: 2000910

AS-BUILT PERMIT TO CONSTRUCT

June 21, 2016

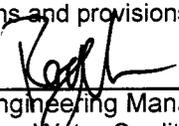
Pursuant to O.S. 27A 2-6-304, the City of Yukon is hereby granted this Tier I Permit for unpermitted construction of approximately 435 L. F. of six (6) inch water line and appurtenances serving the CDBG Funded City of Yukon Year 13-Small Cities Set Aside Roadway Water Line Extension Project, located in part of SE-1/4, Section 17, T-12-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the as-built plans approved on June 21, 2016.

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

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

- 1) That based on limited submitted hydraulic information, this water line design is deemed adequate to provide the 2009 International Fire Code minimum fire flow of 1,000 gpm.
- 2) That the recipient of the permit is responsible that this project received supervision and inspection by competent and qualified personnel.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.
- 4) That before placing this facility into service, at least two samples of the water, taken on different days, were tested for bacteria to show that it is safe for drinking purposes.
- 5) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 6) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 7) That whenever plastic pipe was used for potable water, it beared the seal of the National Sanitation Foundation and met the appropriate commercial standards.

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



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





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

June 21, 2016

James D. Crosby, City Manager
City of Yukon
P. O. Box 850500
Yukon, Oklahoma 73085

Re: Permit No.: SL000009160459
Legacy Lakes Phase 3
Sewer Line Extension Project
Facility No.: S-20533

Dear Mr. Crosby:

Enclosed is Permit No.: SL000009160459 for the construction of approximately 965 L. F. of eight (8) inch sewer lines and appurtenances to serve the City of Yukon Legacy Lakes, Phase 3 Sewer Line Extension Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on June 21, 2016. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

We are returning two (2) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink, appearing to read 'Robert B. Walker', is written over the word 'Respectfully,'.

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Oklahoma City DEQ Office
Bruce Vande Lune, Regional Manager, DEQ
Jason Spencer, P. E., Crafton Tull & Associates, Inc.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000009160459

SEWER LINES

FACILITY NO.: S-20533

PERMIT TO CONSTRUCT

June 21, 2016

Pursuant to O.S. 27A 2-6-304, the City of Yukon is hereby granted this Tier I Permit to construct approximately 965 L. F. of eight (8) inch sewer lines and appurtenances to serve the City of Yukon Legacy Lakes, Phase 3 Sewer Line Extension Project, located in part of NE-1/4, Section 28, T-12-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved on June 21, 2016.

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

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

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

Page 1 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000009160459

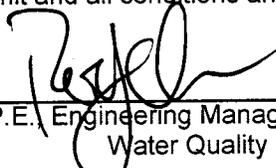
SEWER LINES

FACILITY NO.: S-20533

PERMIT TO CONSTRUCT

- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 12) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water mains and sewer lines as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested in accordance with the ASTM standard for the sewer line leakage test used, with no detectable leakage prior to backfilling, in accordance OAC 252:656-5-4(c)(3).
- 13) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

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


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

Page 2 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

June 24, 2016

James D. Crosby, City Manager
City of Yukon
P. O. Box 850500
Yukon, Oklahoma 73085

Re: Permit No.: WL000009160460
City of Yukon
Legacy Lakes Phase III
Water Line Extension Project
PWSID No.: 2000910

Dear Mr. Crosby:

Enclosed is Permit No.: WL000009160460 for the construction of approximately 350 L. F. of six (6) inch and 370 L. F. of eight (8) inch water lines and appurtenances to serve the City of Yukon Legacy Lakes Phase III Water Line Extension Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the submitted plans and Change Order No.: 1 plans approved by this Department on June 24, 2016. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

We are returning two (2) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink, appearing to read 'Robert B. Walker', is written over a white background.

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ
Jason Spencer, P. E., Crafton Tull
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000009160460

WATER LINES

FACILITY NO.: 2000910

PERMIT TO CONSTRUCT

June 24, 2016

Pursuant to O.S. 27A 2-6-304, the City of Yukon is hereby granted this Tier I Permit to construct approximately 350 L. F. of six (6) inch and 370 L. F. of eight (8) inch water lines and appurtenances to serve the City of Yukon Legacy Lakes Phase III Water Line Extension Project, located in part of NE-1/4, Section 28, T-12-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the submitted plans and Change Order No.: 1 plans approved on June 24, 2016.

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

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

- 1) That based on submitted limited hydraulic analysis, this water water line designed is deem adequate to provide the 2009 International Fire Code minimum fire flow of 1,500 gpm.
- 2) That once the proposed buildings for the referenced facility are designed, IFC Section 903.3.1.1 or 903.3.3.1.2 approved automatic sprinkler system will be provided, where needed, to reduce the required IFC mnimum fire flow to 1,500-gpm.
- 3) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 4) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 5) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000009160460

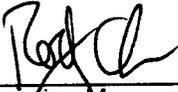
WATER LINES

FACILITY NO.: 2000910

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 14) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water and sewer lines as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, design and construct the sewer line pipe equal to water line pipe and pressure test in accordance with OAC 252:626-19-2(h)(3).

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


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





Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

11

June 29, 2016

City of Yukon
Attn: Doug Shivers
P.O. Box 850500
Yukon, OK 73085

RE: Member : City of Yukon
Claimant : Larry Upchurch
Date of Loss : 5/23/2016
Claim No. : 202168-LR

Dear Mr. Shivers:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Yukon that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of Yukon. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 9/1/16, you must deny this claim in writing before 9/1/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial**. To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Lori Randall
Claims Adjuster



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

June 29, 2016

Larry Upchurch
901 Cooper Lane
Yukon, OK 73099

RE: Member : City of Yukon
Claimant : Larry Upchurch
Date of Loss : 5/23/2016
Claim No. : 202168-LR

Dear Mr. Upchurch:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Yukon, we are recommending denial of this claim and find no liability on the City of Yukon's part.

Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system. This means that a municipality is not automatically liable for damages to property which result from a sewage backup. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred.

Our investigation indicates that the cause of this sewer backup was unknown and the City had no notice of this problem prior to the sewer backup at 901 Cooper Lane, Yukon, Ok.

Therefore, we have determined that the City of Yukon was not negligent in its maintenance of the sanitary sewer line. Accordingly, while we regret the inconvenience and distress involved in the clean up, we do not believe that state law authorizes us to pay for these damages on behalf of the City of Yukon.

Sincerely,

Lori Randall
Claims Adjuster

cc: City of Yukon

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the City of Yukon, Oklahoma
Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANT NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities.

CLAIMANT(S) LARRY D. Church CLAIMANT(S) SOCIAL SECURITY NO.
ADDRESS 901 COOPER LANE CLAIMANT(S) DATE OF BIRTH
YUKON, OK 73099 PHONE: HOME(405) 350-1195 BUS.()

- 1. DATE AND TIME OF INCIDENT 5/23/16 11 9 a.m.
2. LOCATION OF INCIDENT 901 COOPER LANE
3. DESCRIBE INCIDENT SEWER BACKED UP AT MY HOME, I CALLED ROTO-ROOTER WHEN THEY CLEANED OUT THE LINE, THEY FOUND IT WAS NOT MY LINE STOPPED UP, BUT THE MAIN CITY SEWER LINE. I CALLED THE CITY & THEY CAME & CHECKED IT. ACKNOWLEDGED IT WAS THE CITY'S PROBLEM & NOT MINE.
4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES NO [X] If yes, complete this section
Describe injury
WERE YOU ON THE JOB AT THE TIME OF INJURY? YES NO
NAME OF DOCTOR OR HOSPITAL
ALL MEDICAL BILLS (attach Copies) \$
LIST OTHER DAMAGES CLAIMED \$
TOTAL BODILY INJURY. \$

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.
VEHICLE NAME BODY TYPE YEAR
NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.
IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS 901 COOPER LANE
PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 146.95
LIST OTHER DAMAGES CLAIMED \$
TOTAL PROPERTY \$ 146.95

Table with 4 columns: NAME OF YOUR INSURANCE CO., POLICY NO., AMOUNT CLAIMED, AMOUNT RECEIVED

6. The names of any witnesses known to you.
SHELBY THE ROTO ROOTER MAN & THREE UNKNOWN CITY EMPLOYEES
Name Address Phone Number
Roto Rooter 3120 S. ANN ARBOR AVE 681-2992

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.
TOTAL CLAIM \$ 146.95

Larry D. Church SIGNATURE(S) June 3, 2016 DATE

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461

This Notice of Tort Claim was received by Doug Shivers

(Title) City Clerk, on June 3, 20 16

For further information on this claim contact Doug Shivers

(Title) City Clerk, by telephone at (405) 350-3919

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim are attached:

Plumbing invoice

Public Works statement, reports, map and OMAG form

Information for City Owned Vehicle Involved:

Year: _____ Make: _____ Model: _____ Last 4 Vin#: _____ Dept: _____

As a result of this incident, are there damages to the City vehicle? YES NO

If YES, please fill out an **OMAG Auto Loss Notice** to have it repaired.

Persons who have knowledge of the circumstances surrounding this claim are:

Name	Title/Position	Telephone
1. <u>Arnold Adams</u>	<u>Public Works Director</u>	<u>405-350-8940</u>
2. <u>Teresa Stover</u>	<u>Public Works Secretary</u>	<u>405-350-8940</u>
3. _____	_____	_____
4. _____	_____	_____

Submitted by: Jason Beal Date: June 9, 2016

Title: Deputy City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013
Phone (405) 657-1400
Fax (405) 657-1401
claimsdepartment@omag.org



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

June 13, 2016

Larry Upchurch
901 Cooper Lane
Yukon, OK 73099

Re: Member : City of Yukon
Claimant : Larry Upchurch
Date of Loss : 5/23/2016
Claim Number : 202168-LR

Dear Mr. Upchurch,

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

Lori Randall
Claims Examiner

LR/jp

cc: City of Yukon

OKLAHOMA MUNICIPAL ASSURANCE GROUP
SEWER BACKUP QUESTIONNAIRE

CLAIMANT: _____
ADDRESS: 901 Cooper Ln, Yukon, OK 73099
DATE OF LOSS: 05-23-16
CLAIM NUMBER: _____
LOCATION OF BACKUP: 901 Cooper Ln

Instructions: Please complete this questionnaire and attach or identify any supporting documentation. Use back if additional space is required for a response.

1. Are records available of the rainfall in the area preceding the subject sewer?
Yes No . If yes, specify the amount of rainfall for each time period to the backup:
24 hrs. 48 hrs. 72 hrs.

2. Were you able to determine the cause of the sewer backup? Yes No
 (a) infiltration or inflow;
 (b) a foreign object, e.g., roots
 (c) sewer line or refuse introduced into the line; or
 (d) other cause

Please explain specifically what was found and identify any person(s) with personal knowledge of the findings.

3. Have there been previous blockages or backups in this line or within 300 feet of this address in the last 5 years preceding the subject backup? Yes No . If yes, specify:

(a) when? _____

(b) where on the line? _____

(c) what was determined to be the cause? _____

4. Have the claimants or other occupants at this address given any other notice to the municipality of a sewer backup problem in the past 5 years? Yes No . If yes, when and how was it documented?

5. Does the municipality have a regular maintenance program of cleaning, jetting, or rodding the sewer line that serves this address? Yes No . If yes, on what date(s) and in what manner was this done in the six months prior to this claim?

6. What is the size and age of the sewer line in which the backup occurred? Size 8",
Age 40 plus years

7. Is the sewer line sufficient for the current load? (e.g., if a 6" line was sufficient in 1940, is it sufficient today where greater number of homes or businesses may have been added to capacity of the line)? Yes No .
8. Did the claimant have a relief or check valve on his private line? Yes No . If yes, when was it installed?
9. Does the municipality have any ordinances, contracts, or regulations which may relate to the consideration of this claim? Yes No . If yes, attach a copy of the pertinent document.
10. If this backup was due to grease in the line, does the municipality have a grease trap ordinance? Yes No . If yes, how was it enforced? *Commercial Only*
11. Are there any other parties that have an interest in the subject property? Yes No . If yes, specify whether the person(s) is a landlord, property owner, spouse, business partner or other occupant.
12. Does the City maintain records, work orders or any other documents regarding the subject of sewer backup? Yes No . If so, please attach legible copies of all records.
13. Is the sewer system maintained and operated by some one other than the city? Yes No . If so, please provide copy of the contract with the third party contractor.
14. Had the line involved been jet rodded or cleaned in any other manner in the 72-hour period before the backup occurred? Yes No .
15. Please provide any additional information relevant to this claim.

Richard Henry
Signed by

Water and Sewer Superintendent
Position

6/6/2016
Date

833-5930
Phone Number

RETURN TO:

Oklahoma Municipal Assur. Group
3650 South Blvd.
Edmond, Ok 73013

Phone: (405) 657-1400

Fax: (405) 657-1401



Statement

901 Cooper Ln

05-23-2016

On Monday, May 23rd, 2016, I, Nick Ramsey, received a call from the Public Works office that the resident at 901 Cooper Ln had a plumber at their house. The resident stated the plumber was checking a sewer issue and found the manhole in the back yard of the residence was standing. I arrived at the house and looked in the manhole and saw it was standing about 3/4 full. I called in more help and we ran the line from 821 Miller Dr. After we got 100 feet into the line, we were able to get back a lot of flow. We rechecked the manhole at 901 Cooper Ln and it was empty. We went ahead and ran the rest of the line to the dead end to give it a cleaning because normally there is not much flow on most dead end lines like that one.

A handwritten signature in cursive script, appearing to read "Nick Ramsey", written over a horizontal line.

Nick Ramsey

COLLECTION LINE CLEANING REPORTS

2016

DATE	TIME	ADDRESS	ENTRY POINT	DIR.	SZ	Wet / Dry	DIST	BYPASS Y/N	PROBLEM (S)
5/23/2016	1:15pm	901 Cooper Ln.	821 Miller	East	8 Inch	Dry	100	No	MH was standing not quite 3/4 full. Unknown blockage



COLLECTION LINE CLEANING REPORT

CALL RECEIVED FROM: Public Works Type of Call: CM

Date: 05/23/2016 Time: 1:15 pm Task Completed Blockage Removal

ADDRESS OF CALL: 901 Cooper Ln.

ENTRY MH ADDRESS: 821 Miller Line ID# SS 21-2038 DS

Direction: East Line Size: 8 Inch Weather Conditions: Dry

Distance to problem: 100' Total footage of task: 200'

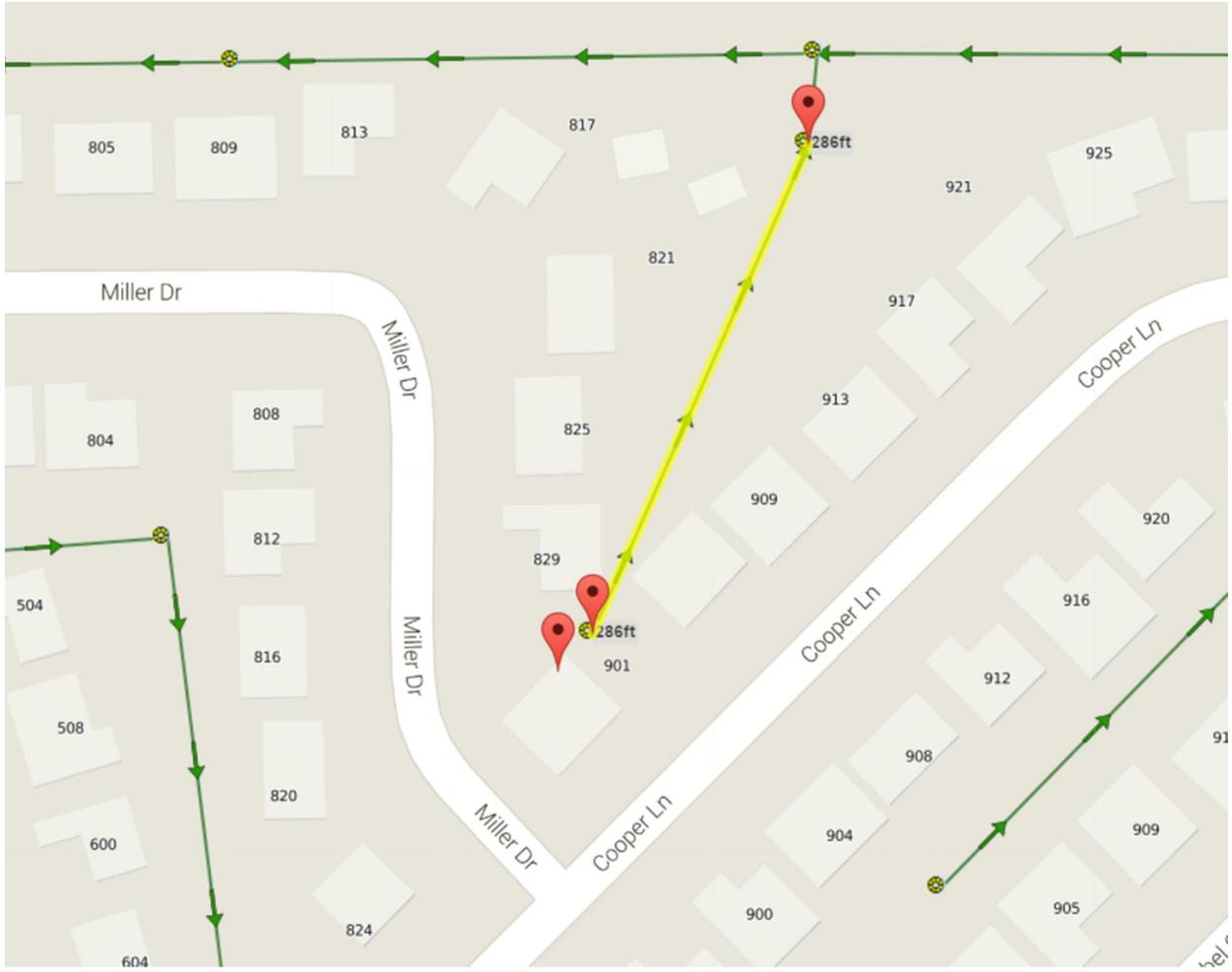
CAUSE OF STOPPAGE: unknown

Time of Blockage removed: 1:45 pm BYPASS: No AREA SANITIZED: Yes

Follow-up with Camera: No Camera Notes: _____

PERSONNEL ON JOB: Nick Ramsey, James Jones, Bill Hood, Rick Ford

NOTES:
Manhole was standing not quite 3/4 full. Resident had called a plumber before calling us. unable to tell what caused the manhole to stand suspect solid build up and roots because it is a dead end manhole with not much flow at most times.



Report of Boards, Commissions and Committees

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

Planning Commission

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

Board of Adjustment/Board of Appeal

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

Park Board

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

Library Board

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

*Members of Ladies' Library Club are appointed by same

Traffic Commission

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

Economic Development Auth.

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

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Richard Russell, Representative

Ken Smith, Alternate

Senior Citizens

Ray Wright, Representative

John Alberts, Alternate

ACOG

Mike McEachern, Member

Richard Russell, Alternate

COWRA

Genie Vinson, Representative

Larry Taylor, Alternate

Sister City Committee

Ilona Morris

Terry Beaver

Nancy Novosad

Edwin Shedeck

***Community Development Block Grant (CDBG)
2016 SMALL CITIES PROGRAM
CITIZEN PARTICIPATION PLAN***

THE CITY OF YUKON CITIZEN PARTICIPATION PLAN

The City of Yukon intends to implement a Citizen Participation Program for its 2016 application process to accomplish the following objectives:

- A. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas where Community Development Block Grant (CDBG) funds are proposed to be used. This will be accomplished by:
1. Providing frequent and timely public notice of CDBG program activities in the local newspaper and by posting at City/County Office.
 2. Adopting a comprehensive CDBG Statement of Needs.
 3. Conducting a Special Public Hearing to inform citizens of the proposed 2016 CDBG project and authorizing the Mayor to sign a CDBG application in a formal Council/Board of Commissioners meeting.
- B. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to proposed and actual use of funds, including, but not be limited to:
1. The amount of CDBG funds to be made available for the current fiscal year, if the proposed project is approved.
 2. The range of activities that may be undertaken with those funds.
 3. The estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons.
 4. The proposed CDBG activities likely to result in displacement and any anti-displacement and relocation plans developed by the City of Yukon in accordance with Section 104(d)(1) and (2) of the Act.
 5. The basis on which the City of Yukon may provide technical assistance to groups representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of the City of Yukon and does not necessarily include providing funding to such groups.

**Community Development Block Grant (CDBG)
2016 SMALL CITIES PROGRAM
CITIZEN PARTICIPATION PLAN**

6. This requirement will be accomplished by discussing the CDBG proposal during regular Council/Board of Commissioners meetings and in one formal public hearing prior to the submittal of the City of Yukon 2016 CDBG application. During the hearing the five (5) items listed above will be explained to the public. Records of the 2016 CDBG process will be maintained in the City/County Office of the City of Yukon by the Clerk and will be available upon request for review by the public. A brief summary of the proposed 2016 CDBG project will be available for public review after the Council/Board of Commissioners has made its final selection.
- C. Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other end of the grant period if the City of Yukon receives funding, that discusses the City of Yukon accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG needs, and the development of activities being proposed for CDBG funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped. Regularly scheduled Council/Board of Commissioners meetings will not be used for this purpose.
1. This requirement will be met through scheduling a Special Public Hearing to discuss the City of Yukon 2016 CDBG proposal. At this hearing, the proposed project will be reviewed for the public and further citizen input will be solicited. Notice will be given seven (7) to ten (10) days in advance of this hearing in the Yukon Review and by posting at the City/County Office. The hearing will be held in the early evening so those citizens who work may attend. A second hearing will be held at the end of the grant period if the City of Yukon is funded in the 2016 CDBG process.
- D. Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate in the 2016 CDBG process. For example: the City of Yukon does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.
- E. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in the City of Yukon funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

***Community Development Block Grant (CDBG)
2016 SMALL CITIES PROGRAM
CITIZEN PARTICIPATION PLAN***

The proposed seven (7) to ten (10) day notice for all public meetings and hearings in connection with the City of Yukon 2016 CDBG application process is believed by the City of Yukon to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

- F. Provide the place, telephone number, and times when citizens are able to submit written complaints or grievances and the process the City of Yukon will use to provide a timely, written response to such complaints or grievances. For example: Citizens with comments or grievances on the 2016 CDBG process may submit them in writing or in person at the City/County Office during regular business hours or may call 405-354-1895. The City of Yukon will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, the Yukon City Council/Board of Commissioners accepts the responsibility for implementing its provisions. The Council/Board of Commissioners further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the 2016 CDBG program.

Adopted this 5th day of July, 2016 by the City Council/Board of Commissioners of City of Yukon.

Chief Elected Official

ATTEST:

Clerk's Signature

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

STATEMENT OF NEEDS

2016 CDBG PROGRAM

The City of Yukon of Canadian County, Oklahoma, will undertake public facility improvements funded through the Community Development Block Grant Program. The City of Yukon recognizes the infrastructure needs of a portion of the city bounded by Main Street, Ash Street/Inla Street, N. 11th Street, and Piedmont Road/Cornwell Drive. The City of Yukon now establishes infrastructure upgrades as a priority within this portion of the original Yukon townsite.

The City of Yukon will commit Community Development Block Grant funds for the year 2016 for roadway, drainage, and sanitary sewer line improvements in order to improve the area's health, safety, and welfare.

Adopted this 5th day of July, 2016 by the City Council and the City of Yukon.

John Alberts, Mayor

ATTEST:

Doug Shivers, City Clerk

RESOLUTION NO. 2016 - 05**RESOLUTION ALLOCATING \$163,745.00 AS A MATCH FOR A COMMUNITY DEVELOPMENT BLOCK GRANT OF \$79,260.00 FOR INSTALLATION AND REPAIR OF INFRASTRUCTURE; AND AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO THE TRANSACTION.**

WHEREAS, the City of Yukon has identified areas in need of infrastructure improvements in an established area of the City; and

WHEREAS, this area has been determined to be a "Low to Moderate Income Area" according to the criteria established by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD will provide a \$79,260.00 grant from the Community Development Block Grant Program (CDBG) for infrastructure improvements in the eligible area subject to the goals of the City Comprehensive Plan; and

WHEREAS, the City Council also finds that these funds will provide a needed benefit to low-income residents of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Yukon:

1. Funding in the amount of \$163,745.00 is hereby committed, to be used as a match for a Community Development Block Grant in the amount of \$79,260.00 from the Department of Housing and Urban Development.
2. Said funds are designated for installation, replacement, and repair of selected infrastructure in the area generally bounded by Main Street, Ash Street/ Inlay Street, N. 11th Street, and Piedmont Road/Cornwell Drive.
3. The Mayor is hereby authorized to execute documents necessary to the grant application.

ADOPTED, this 5th day of July 2016, by the City Council and the City of Yukon.

John Alberts, Mayor

Doug Shivers, City Clerk

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2016 SMALL CITIES PROGRAM

RESOLUTION

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Small Cities Community Development Block Grant" program; and

WHEREAS, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

WHEREAS, the Oklahoma Department of Commerce (Unit of Government) is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

NOW THEREFORE, BE IT RESOLVED by the (Governing Body) Mayor and City Council that City of Yukon (Government Subdivision) desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council (Governing Body) that City of Yukon (Government Subdivision) affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of Yukon (Government Subdivision) is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED this 5th day of July, 2016, at a (regularly or specially) scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

John Alberts, Mayor
(Type) Name and Title of Chief Elected Official

July 5, 2016
Date

Signature of Chief Elected Official

(S E A L)

Attest:

Subscribed and sworn to before me July 5, 20 My commission

expires _____, 20. Commission No. _____

Clerk Signature



DATE: June 28, 2016

FROM: Mitchell Hort
Development Service Director

TO: City Manager, City Council & City Clerk

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

MEMORANDUM

The Development Service Director is requesting that the City Council accepts the only bid on the RFP (request for proposal) package from "The Ground Guys" out of Edmond, Oklahoma.

You should find a copy of the proposed RFP package attached to this Memorandum.

GENERAL SERVICE AGREEMENT

**THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 5th day of July, 2016
BETWEEN**

City of Yukon, Development Services of 334 Elm Avenue, Yukon, Oklahoma
(the "Customer")

- AND -

The Grounds Guys'
Landscape Management
P.O. Box 5084
Edmond, Oklahoma
(the "Service Provider").

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement and also outlined in Public Nuisance Abatement Request for Proposal packet.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:

- Grass & Weed cutting; Tree & Brush trimming; Tree limb and Brush removal; Trash and Debris removal; Health and Safety Nuisance Abatement and Securing Unsecured Structures.
2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on July 5th, 2016 and will remain in full force and effect until June 30, 2017, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

6. For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider as follows:
- See Attachment A "Proposed Fee Schedule".
7. The Compensation will be payable upon completion of the Services.
- See Attachment B "Payment Schedule"

Additional Compensation

8. The Service Provider understands that the Compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the Service Provider and for the performance of all the Service Provider's promises and obligations under this Agreement.

Provision of Extras

9. The Customer will not provide any resources, assistance or extras for use by the Service Provider in providing the Services.

Reimbursement of Expenses

10. In connection with providing the Services hereunder, the Service Provider will only be reimbursed for the following:
 - o See Attachment A "Proposed Fee Schedule"
11. The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

Return of Property

12. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Capacity/Independent Contractor

13. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

14. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. City of Yukon, Development Services
334 Elm Avenue
Yukon, Oklahoma, 73099
Fax: 405-350-8929
Email: ksilk@cityofyukonok.gov

- b. The Ground Guys' – Landscape Management
P.O. Box 5084
Edmond, Oklahoma, 73083
Email: Jason.austin@groundsguys.biz
Website: www.edmond.groundsguys.com

or to such other address as any Party may from time to time notify the other.

Indemnification

15. The Service Provider will indemnify and hold harmless the Customer from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever to the extent that any of the foregoing is directly or proximately caused by the negligent or willful acts or omissions of the Service Provider or its agents or representatives and which result from or arise out of the Service Provider's participation in this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

16. The Service Provider will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Service Provider based on the risk associated with characteristics of this Agreement and only to the extent

permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement. Insurance requirements are further outlined in the Public Nuisance Abatement Request for Proposal packet.

Dispute Resolution

17. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
18. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Oklahoma. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Oklahoma.

Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

20. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

21. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement, and except those applicable and set forth in Public Nuisance Abatement Request for Proposal, which is the bases for the contractor to being chosen as the Provider of services. Said "Public Nuisance Abatement Request for Proposal", shall be attachment to this Agreement.

Enurement

23. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

25. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

26. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oklahoma, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

27. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

28. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 5th day of July, 2017.

SIGNED, SEALED, AND DELIVERED

in the presence of:

City of Yukon, City Council

John Alberts, Mayor

Witness: _____

_____ (SEAL)

Doug Shivers, City Clerk

SIGNED, SEALED, AND DELIVERED

in the presence of:

Witness: _____

Signature

Ryan Deatherage, Owner

Witness Name: Kenneth W. Silk

Service Provider

Content of Proposal

The proposal should contain the following elements:

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



June 28, 2016

City of Yukon
Attn: Ken Silk
334 Elm Avenue
PO Box 850500
Yukon, Oklahoma 73099

Dear Mr. Silk,

I am writing this letter to you to show my interest of bidding on project, Public Nuisance Abatement.

The Grounds Guys of Edmond is a Partnership, Limited Liability Company. We have been in business since 2012 with about 22 years of experience. The company is owed by Ryan and Jill Deatherage and resides in Kingfisher, Oklahoma. The company opened the local franchise in 2012 and has over a 100 customers ranging residential to large commercial properties. The Grounds Guys show we care by putting our customers' needs first by always having a positive and helpful attitude, and by treating everyone with respect. We take pride in the personal service we provide while providing custom landscape management solutions that meet or exceed the customers' expectations.

The Grounds Guys are committed to providing ongoing training for each employee along with protective equipment needed to reduce the risks associated with their job.

I am looking forward to hearing from someone from your company in an effort to discuss and submit my bid accurately. Please call me at 405-757-3181. Thank you for your time.

Sincerely,

Ryan Deatherage
Owner
Grounds Guys



Detail of previous Residential & Commercial Experience

Four years experience in high end Residential for maintenance. Includes tree removal, tree trim, mowing, edging, weed eating, edging, mulch, landscape design & install, sod and weed control /fertilizer.

Four years experience in high end Commercial for maintenance. Includes tree removal, tree trim, mowing, edging, weed eating, edging, mulch, landscape design & install, sod and weed control /fertilizer. Worked with contractor on a design build and install for new construction.

Our top customer is an annual contract of \$114,864.96.



Previous Municipal Experience

- City of Kingfisher** Removal of tree limbs due to ice storm, maintain irrigation system and maintaining downtown landscape
- City of Edmond** Lake Properties - Mowing, Weed Eating, Edging, Landscaping Contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kolbinc LLC dba Curry-Kolb Insurance 415 W 15th St, Suite 2 Edmond, OK 73012	CONTACT NAME: DAVID KOLB PHONE (A/C, No, Ext): (405) 348-9989 E-MAIL ADDRESS: DavidKolb@Allstate.com	FAX (A/C, No): (405) 330-5654
	INSURER(S) AFFORDING COVERAGE	
INSURED R & J Triple A LLC dba The Grounds Guys of Edmond PO BOX 5084 EDMOND, OK 73083	INSURER A : ALLSTATE INSURANCE COMPANY	
	INSURER B : The Hartford	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			648181467	7/21/2015	07/21/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			648182972	7/21/2015	7/21/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			38WECAL1903	07/28/2015	07/28/2016	WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 City of Yukon
 500 W Main St
 Yukon, OK 73085

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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References

City of Kingfisher	Dave Slezcicky	City Manger	405-375-6869
City of Edmond	Earl London	Park Superintendent	405-216-7641
Saint Ann Retirement Home	Sid Espinosa	Director	405-488-7900



Equipment List

- 1 Cat 279D Skidsteer
- 1 John Deere 5310 Tractor
- 1 John Deere 7320 Tractor
- 1 8' Brush Hog
- 1 15' Batwing Brush Hog
- 1 18' Tandem Big Tex Dump Trailer
- 1 72" Cat Grapple
- 1 2005 Interational 12 Box Dump Truck
- 10 60" ZTR
- 1 36" Standard Mowing
- 6 30" Push Mowers
- 6 21" Push Mowers
- 1 1/2" Sump Pump
- 1 2" Sump Pump

the
Grounds Guys
LANDSCAPE MANAGEMENT

Employee	Position	Phone Number
Arreguin, Rafael	Crew Leader	405-696-6842
Austin, Jason P	Production Manager	405-696-3900
De Luna Garcia, Enrique	Crew Leader	405-492-3493
De Luna Garcia, Jesus	Crew	
Deatherage, Ryan A.	Owner	405-650-2004
Dindy, Cameron D	Crew Leader	405-696-6552
Escalera, Naun R	Asst. Production Manager	405-343-9449
Gutierrez Esporza, Daniel	Crew	
Gutierrez., Jose De Jesus	Crew	
Hernandez Escalera, Arturo Adan	Crew	
Hernandez Velasco, Arturo	Crew Leader	405-900-3576
Martinez Cardenas, Jaimie	Crew	
Mejia, Erick	Crew Leader	405-696-6832
Molina Pina, J Guadalupe	Crew Leader	405-421-7502
Pina Gasper, Jose A	Crew	
Pina Martinez, Angel Omar	Crew	
Pina, Emmanuel	Crew Leader	405-900-3627
Ramirez Contreras, Javier Francisco	Crew	
Ramirez Sosa, Francisco Daniel	Crew	
Ramirez Sosa, Juan Pablo	Crew Leader	405-800-4270
Ramirez, Moises A	Crew	
Rosborough, Sequoyah	Crew	
Tapia, Macario	Crew	
Tapia, Manuel	Crew	
Vargas, Silvestre	Crew Leader	405-923-7618
Wiley, Megan	Accounts Receivable	405-757-3181
Wood, Paula	Office Manager	405-757-3181

Attachment A

PROPOSED FEE SCHEDULE

The City of Yukon Development Services office is seeking proposals for abatement of public nuisance properties within the city limits. We estimate that approximately 50-60 properties will be abated during the contract period. Abatement of abandoned properties can include cutting grass approximately every 2-3 weeks during the growing season. We cannot abate Tall Grass and Weeds until a good portion of the lot is at 10" or higher.

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

- 1. Cut/Trim residential lot Half 7,500 sq. ft. or less \$ 90.00
- 2. Cut/Trim residential lot 7,501 to 12,500 sq. ft. \$ 100.00
- 3. Cut/Trim residential lot 12,500 to 17,500 sq. ft. \$ 125.00
- 4. Cut/Trim residential lot 17,501 to 25,000 sq. ft. \$ 150.00

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

- 1. Per Man hour \$ 45.00 hourly

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

- 1. up to double car drive \$ 45.00
- 2. More than double car drive \$ 45.00

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

- Per Man Hour \$ 45.00 hourly

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

- 1. per standard ½ or ¾ ton pick-up bed load \$ 75.00 + Dump Fee
- 2. per utility trailer – minimum (6W x 14L x 3H) \$ 95.00 + Dump Fee
- 3. per cubic yard \$ 125.00 + Dump Fee
- 4. Labor rate for Mulch able Debris Removal \$ 45.00 hourly a man hour

Minor Repairs (all labor/materials & equipment)

- Secure Property - Repair Windows/Doors/Locks \$ 45.00 hourly a man hour

Materials additional @ verified & documented cost

Pool Abatement

- Clean, drain & treat for insect growth \$ 45.00 hourly a man hour

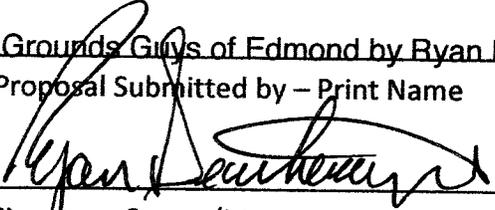
Materials additional @ verified & documented cost

Response Time to Work Order

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

Grounds Guys of Edmond by Ryan Deatherage

Proposal Submitted by – Print Name


Signature Owner/Manager

6-22-2016

Date

Attachment B

PAYMENT SCHEDULE
for
Public Nuisance Abatement Contractors

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

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

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

1. Invoice must be properly completed in detail, outlining work completed and approved.
 - a. **Copy of written inspection** and approval form made by designated employee of Development Services office, must be attached to Invoice submitted.
2. Inspection and approval of work performed, must be:
 - a. In written form
 - b. On file at Development Services office
 - c. Completed by designated employee of Development Services office
3. Invoice must be submitted timely by delivery to Development Services office, currently located at 334 Elm Avenue, Yukon, OK 73099
 - a. **Timely** means: Invoice must be received by Development Services Office, **no later than 14 days prior** to the next scheduled City of Yukon Council meeting.
4. Invoice must be reviewed and approved by the Yukon City Council at regularly scheduled public meetings.
5. Invoice will be paid within 10 to 14 days after date of approval and mailed to Contractor.
 - a. **Address** of Contractor will have been provided on written contractor agreements, completed prior to any work assigned and on file at Development Service office.

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

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

The Grounds Guys of Edward

Print Name of Company

[Handwritten Signature]

Signature of Owner/Manager

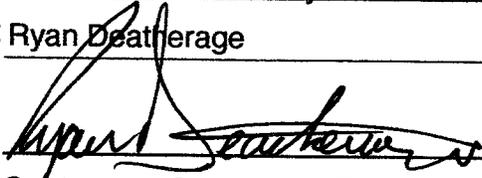
6-22-2016

Date

NON-COLLUSION AFFIDAVIT

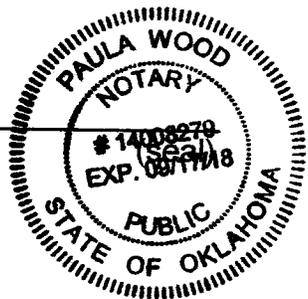
STATE OF Oklahoma)
)
) ss:
)
COUNTY Canadian)

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

Company Name: The Grounds Guys of Edmond
Print Name of Signer: Ryan Deatherage

Contractor, Supplier or Engineer Signature

Subscribed and sworn to before this 22 day of June, 2016

Notary Public: Paula Wood
My commission expires: 09/17/18



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. R & J Triple A, LLC	
	2 Business name/disregarded entity name, if different from above Grounds Guys of Edmond	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) PO Box 5084	Requester's name and address (optional)
	6 City, state, and ZIP code Edmond, OK 73083	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
4 5 - 5 0 3 8 6 6 4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 6-24-2016
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.