



**CITY COUNCIL AGENDA**  
**July 7, 2015**

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

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Yukon City Council / Yukon Municipal Authority Work Session  
Conference Room - Centennial Building - 12 South 5<sup>th</sup> Street  
July 7, 2015 – 6:00 p.m.  
**\*\*\*REVISED AGENDA\*\*\***

**1. Update on Corps of Engineering Project & I-40/Frisco Rd Project.**

# City Council - Municipal Authority Agendas

July 7, 2015 - 7:00 p.m.

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

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The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, July 6, 2015.

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**Invocation: Pastor Keith Spaulding, West Point Christian Church**

**Flag Salute:**

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

## Presentations and Proclamations

### Visitors

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

### **1A. YMA Consent Docket**

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

**The City Manager recommends a motion to approve:**

- A) The minutes of the regular meeting of June 16, 2015**
- B) Payment of material claims in the amount of \$478,712.06**

**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 16, 2015**
- B) The minutes of the special meeting of June 30, 2015**
- C) Payment of material claims in the amount of \$547,029.71**
- D) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- E) The renewal of the existing Interlocal Governmental Cooperation Agreement with the Canadian County Sheriff's Office, providing use of the County Jail, for the term of July 1, 2015 to June 30, 2016, at a rate of \$40.00 per day per prisoner**
- F) 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, 2015 through June 30, 2016, as approved by the State Attorney General**
- G) Accepting Oklahoma Department of Environmental Quality Permit No. WL000009150147 for the construction of approximately 660 linear feet of twelve (12) inch water lines and appurtenances to serve the City of Yukon Bounce Academy Gymnasium Water Line Extension Project, Canadian County, Oklahoma**
- H) The appointment of Dr. Athena Friese to the board of the Spanish Cove Housing Authority, for a six year term of Office #2 expiring May 31, 2021, as recommended by the Nominating Committee**
- I) The renewal of the existing Professional Services Agreement between the Yukon Economic Development Authority and Butzer Architects and Urbanism, LLC, for Master Planning Services for the Frisco Road Economic Development Project Plan, for the term of July 1, 2015 through June 30, 2016, as recommended by Yukon Economic Development Authority**
- J) The renewal of the existing Inter-Governmental Agreement with the City of Oklahoma City, for a Regional Household Hazardous Waste Collection and Management Project for the term of July 1, 2015 thru June 30, 2016**
- K) Setting the date for the next regular Council meeting for July 21, 2015, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

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

2. Consider approving an expenditure of funds, in an amount not to exceed \$40,135.00, to purchase VHF mobile radio systems for the Fire Trucks, and accepting the Oklahoma Homeland Security reimbursement Grant (#550.024) in the sum of \$40,135.00, as requested by the Fire Chief

ACTION \_\_\_\_\_

3. Consider approving Ordinance No. 1321, an Ordinance providing for a Fee to defray costs of collecting Delinquent Fines, Fees, Court Costs, and Mandatory State Fees pursuant to 11 Oklahoma Statute §22-138; and Declaring an Emergency

ACTION \_\_\_\_\_

- 3a. Consider approving the Emergency Clause of Ordinance No. 1321

ACTION \_\_\_\_\_

4. Consider accepting the 2014 Wastewater Treatment Plant Rehabilitation and Improvements project and placing the Maintenance Bond into effect, as recommended by the City Engineer

ACTION \_\_\_\_\_

5. Consider approving the Citizen Participation Plan for the 2015 Community Development Block Grant Application

ACTION \_\_\_\_\_

6. Consider approving the Statement of Needs for the 2015 Community Development Block Grant Application

ACTION \_\_\_\_\_

7. Consider approving Resolution No. 2015 -11, a Resolution allocating \$94,077.00 as a match for a Community Development Block Grant of \$94,077.00 for installation and repair of infrastructure; and authorizing execution of documents necessary to the transaction.

ACTION \_\_\_\_\_

8. Consider approving Resolution No. 2015 -12, a Resolution accepting the 2014 CDBG application with the Oklahoma Department of Commerce and accepting matching funds for \$94,077.00 for the “Small Cities Community Development Block Grant” program

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

9. City Manager’s Report – Information items only  
A. Events Report

10. New Business

11. Council Discussion

12. Consider a motion to recess as Yukon City Council and convene into Executive Session, for discussing the employment of the City Manager, as provided for in 25 OS 2003, Section 307 (B) (1)

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

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

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

14. Consider a motion to amend the City Manager’s employment contract

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

15. Adjournment

**Yukon Municipal Authority Minutes  
June 16, 2015**

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

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

**1A. YMA Consent Docket**

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

**The City Manager recommends a motion to approve:**

- A) The minutes of the regular meeting of June 2, 2015**
- B) Payment of material claims in the amount of \$104,595.97**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 2, 2015; and payment of material claims in the amount of \$104,595.97, was made by Trustee McEachern and seconded by Trustee Smaistrila.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

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

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

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

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

Brewer Construction Oklahoma, LLC 82-8818-16-1  
CREDITOR TRUST NO.

ITEM	ITEM NO.
<u>6/23/15</u> DATE	<u>Prairie West Boulevard</u> PURPOSE
	<u>\$376,191.45</u> AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

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

Attest:

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

Authorized Officer

\_\_\_\_\_  
Secretary

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



June 23, 2015

Grayson Bottom  
City Manager  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: Prairie West Boulevard  
Water, Sanitary Sewer, Storm Sewer and Paving  
Estimate #11**

Dear Mr. Bottom:

Please find attached Brewer Construction Oklahoma, LLC, Yukon Claim #2015-37 for the above referenced project in an amount of \$376,191.45 for which we recommend payment.

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

Respectfully Submitted,

Robbie Williams, P.E.

RW/jh

Attachment

cc: Larry Mitchell, YEDA  
Arnold Adams, Yukon PWD  
J.I. Johnson, Yukon City Treasurer  
File E232

**Brewer Construction Oklahoma, LLC**  
 1301 SW 1st  
 P.O. Box 88457 • Oklahoma City, OK 73148-0457  
 405-787-9968  
 Fax: 405-495-8972

June 23rd, 2015

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

RE: Prairie West Blvd. & Health Center Pkwy.  
 Water, Sewer Storm Sewer & Paving

Yukon Claim # 2015 - 37

Estimate # 11

Waterline Description	Planned Quantity	Current Quantity's	Previous Quantity's	Total Quantity's	Unit Bid Price	Unit Bid Total
ODOT Type A Agg Base	238 Ton	0	343.33	343.33	\$ 37.50	\$ 12,874.88
Trenching 0-10'	1419 L.F.	0	1424	1424	\$ 16.00	\$ 22,784.00
6" Gate Valve & Box	3 Ea.	0	3	3	\$ 882.00	\$ 2,646.00
8" Gate Valve & Box	2 Ea.	0	2	2	\$ 1,275.00	\$ 2,550.00
12" Gate Valve & Box	1 Ea.	0	1	1	\$ 2,250.00	\$ 2,250.00
6" Waterline C-900	15 L.F.	0	9	9	\$ 19.50	\$ 175.50
8" Waterline C-900	192 L.F.	0	192	192	\$ 26.00	\$ 4,992.00
12" Waterline C-900	1212 L.F.	0	1220	1220	\$ 38.50	\$ 46,970.00
Ductile Iron Fittings	1023 Lbs.	0	1108	1108	\$ 7.30	\$ 8,088.40
6" PVC Mega Lugs	9 Ea.	0	12	12	\$ 86.00	\$ 1,032.00
8" PVC Mega Lugs	8 Ea.	0	4	4	\$ 110.00	\$ 440.00
12" PVC Mega Lugs	22 Ea.	0	20	20	\$ 195.00	\$ 3,900.00
12" Tapping Sleeve Valve & Tap	1 Ea.	0	1	1	\$ 4,350.00	\$ 4,350.00

Fire Hydrant Complete	3 Ea.	0	3	3	\$	2,880.00	\$	8,640.00
Testing & Disinfection	1419 L.F.	0	1419	\$		1.80	\$	2,554.20
2" Air Vaccum Release Valve	1 Ea.	0	1	\$		1,866.00	\$	1,866.00
Solid Slab Sodding 200sy +	473 S.Y.	0	0	\$		2.25	\$	-
Washed River Sand	635 Ton	0	475.07	\$		16.00	\$	7,601.12
Sanitary Sewer								
ODOT Type A Agg Base	1141 Ton	0	1437.98	\$		37.50	\$	53,924.25
Trenching 0 - 10'	1172 L.F.	0	1228	\$		16.00	\$	19,648.00
Trenching 10 - 15'	290 L.F.	0	346	\$		24.00	\$	8,304.00
4' Dia. Manhole	5 Ea.	0	5	\$		1,250.00	\$	6,250.00
8" Sanitary Sewer Pipe	1462 L.F.	0	1574	\$		18.50	\$	28,119.00
Extra Depth Manhole	20 V.F.	0	15.5	\$		120.00	\$	1,860.00
Sanitary Sewer Testing	1462 L.F.	0	1574	\$		1.10	\$	1,731.40
12" Steel Casing By Trenching	80 L.F.	0	92	\$		50.00	\$	4,600.00
Solid Slab Sod 200sy +	813 S.Y.	0	0	\$		2.25	\$	-
Storm Sewer & Paving								
Unclassified Excavation	5964 C.Y.	0	9707	\$		17.00	\$	165,019.00
Select Borrow	3743 C.Y.	0	0	\$		20.00	\$	-
S&K Fence	11227 L.F.	0	2457	\$		2.40	\$	5,896.80
Lime	274 Ton	0	274	\$		120.00	\$	32,880.00
6" Lime Treated Subgrade	25342 S.Y.	0	12671	\$		4.40	\$	55,752.40
Type A Agg Base	993 Ton	0	773.92	\$		31.50	\$	24,378.48
6" PC Concrete Paving ( Dowelled )	11119 S.Y.	5631	5631	\$		40.00	\$	225,240.00
1" Add'l 6" PC Concrete Paving	22238 S.Y.	11262	11262	\$		10.50	\$	118,251.00
Structual Excavation Unclassified	23 C.Y.	0	23	\$		17.00	\$	391.00
3500 PSI Concrete	102 C.Y.	0	90.5	\$		450.00	\$	40,725.00
Flowable Fill	11 C.Y.	0	0	\$		125.00	\$	-
Reinforcing Steel	77884 Lbs.	10000	48710	\$		1.25	\$	73,387.50
Type 1 Plain Rip Rap	3 C.Y.	0	0	\$		58.00	\$	-
6" Integral Curb	377 L.F.	0	0	\$		8.00	\$	-
8" Integral Curb	6598 L.F.	4000	4000	\$		10.00	\$	40,000.00
4" Sidewalk	1230 S.Y.	0	0	\$		42.00	\$	-
Handicap Ramp	129 S.Y.	0	0	\$		220.00	\$	-
Driveway	128.5 S.Y.	0	0	\$		72.00	\$	-
Concrete Pavement Removal	2808 S.Y.	0	2874	\$		7.50	\$	21,555.00
Curb Removal	2371 L.F.	0	2371	\$		8.80	\$	20,884.80
Saw Cutting	259 L.F.	0	284	\$		6.75	\$	1,917.00

CICI Des 2-0	2 Ea.	0	0	0	0	0	0	0	2,090.00	\$	-
CICI Des 2-1	6 Ea.	0	3	3	3	3	3	3	2,790.00	\$	8,370.00
CICI Des 2-2	2 Ea.	0	2	2	2	2	2	2	3,250.00	\$	6,500.00
18" RCP 22x13 Equivalent	516 L.F.	0	944	944	944	944	944	944	56.00	\$	52,864.00
24" RCP 28x18 Equivalent	260 L.F.	0	224	224	224	224	224	224	69.00	\$	15,468.00
30" PVC Sewer Pipe 36x22 Equiv.	244 L.F.	0	244	244	244	244	244	244	90.00	\$	21,960.00
36" RCP 43x26 Equivalent	316 L.F.	0	316	316	316	316	316	316	106.00	\$	33,180.00
6" Sewer Pipe	648 L.F.	0	384	384	384	384	384	384	16.50	\$	6,336.00
Crushed Rock 1 1/2"	556 Ton	0	408.99	408.99	408.99	408.99	408.99	408.99	31.50	\$	12,883.19
Washed River Sand	350 Ton	0	0	0	0	0	0	0	15.00	\$	-
Trenching 0 -10'	3677 L.F.	0	3061	3061	3061	3061	3061	3061	16.00	\$	48,976.00
2" PVC Sch. 80	1493 L.F.	0	1333	1333	1333	1333	1333	1333	6.00	\$	7,998.00
3" Steel Handrail	7 L.F.	0	0	0	0	0	0	0	86.25	\$	-
Okla. Registered Surveyor	41 Hrs.	0	37	37	37	37	37	37	110.00	\$	4,070.00
Traffic Control	1 L.S.	0	0.7	0.7	0.7	0.7	0.7	0.7	1,400.00	\$	880.00
<b>Extra Work No Pay Items</b>									<b>Total Completed</b>	\$	<b>1,304,981.91</b>
ODEQ Permit	1 L.S.	0	1	1	1	1	1	1	2,400.00	\$	2,400.00
Mail Box Remove & Replace	4 Ea.	0	1.5	1.5	1.5	1.5	1.5	1.5	600.00	\$	900.00
Colored & Stamped Concrete	2275 L.F.	0	0	0	0	0	0	0	16.00	\$	-

Total Completed	\$	1,308,281.91
Less 5 % Retainage	\$	(65,414.10)
Less Previously Paid	\$	(866,676.36)
<b>Total Due Estimate # 11</b>	<b>\$</b>	<b>376,191.45</b>

*John*

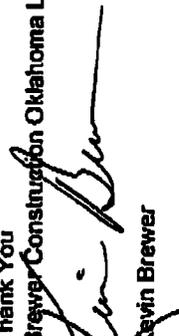
Thank You  
 Brewer Construction Oklahoma LLC  
  
 Kevin Brewer

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

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

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

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

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

ITEM	ITEM NO.
<u>6/29/15</u> <u>Wastewater Treatment Rehab.</u>	<u>\$60,003.65</u>
DATE	PURPOSE
	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

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

Authorized Officer

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

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

Attest:

\_\_\_\_\_  
Secretary



June 29, 2015

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

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

Dear Mr. Johnson:

Please find attached Wynn Construction Co., Inc. Yukon Claim #8 in an amount of \$60,003.65 for which we recommend payment.

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

Respectfully Submitted,

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E189

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

Project: Yukon WWTP Rehabilitation  
 Yukon, OK

Application No. \_\_\_\_\_

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

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

Architect: Triad Design Group, Inc.  
 3020 Northwest 147th Street  
 OKC, OK 73134

Period From: \_\_\_\_\_  
 Period To: \_\_\_\_\_  
 Project No.: 0  
 Job No.: 0

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		\$29,273.00	\$0.00
TOTAL		\$29,273.00	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		29,273.00	0.00
Net change by Change Orders		\$29,273.00	

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

Contractor: Wynn Construction Co., Inc.  
 By: [Signature] Kevin Lars, Vice President  
 Date: 06/01/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

Application is made for Payment, as shown below, in connection with the Contract: Construction Sheet, AIA Document G702, as amended.

- 1. ORIGINAL CONTRACT SUM \$ 1,170,800.00
- 2. Net change by Change Orders \$ 29,273.00
- 3. CONTRACT SUM TO DATE (Line 1+2) \$ 1,200,073.00
- 4. TOTAL COMPLETED TO DATE \$ 1,200,073.00  
 (Column K on G702)
- 5. RETAINAGE \$ 0.00  
 5% of Work Completed and Stored Material
- 6. TOTAL EARNED LESS RETAINAGE \$ 1,200,073.00  
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR \$ 1,140,069.35  
 1 (Line 6 from prior Certificate)  
 8. CURRENT PAYMENT DUE \$ 60,003.65



State of: Oklahoma County of Oklahoma  
 Subscribed and sworn to before me this day of June 2015  
 Notary Public: [Signature] Stephanie Pace  
 My Commission expires: 5/29/2016 8065275

AMOUNT CERTIFIED \$ 60,003.65  
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: [Signature]  
 By: [Signature] Date: 6/29/2015  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor's signed Application is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NUMBER

APPLICATION DATE

PERIOD FROM:

PERIOD TO:

Wynn's No.

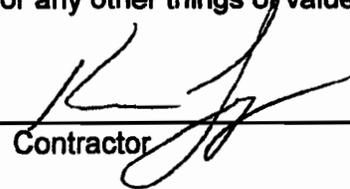
A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D Previous Applications		E WORK COMPLETED		F Total Work in Place Jobs to Date	G STORED MATERIALS		I Total Stored Material	J Total Completed And Stored To Date	K % Completed And Stored To Date	L Balance To Finish	M Retainage
			Previous Applications	Work in Place This Application	Work in Place This Application	Previous Applications		This Application						
1	Mobilization	49,350.00	49,350.00	0.00	0.00	49,350.00	0.00	0.00	0.00	0.00	49,350.00	100%	0.00	2,487.50
2	Excavate for New Screen	18,816.00	18,816.00	0.00	0.00	18,816.00	0.00	0.00	0.00	0.00	18,816.00	100%	0.00	930.80
3	New Screen Structure	55,250.00	55,250.00	0.00	0.00	55,250.00	0.00	0.00	0.00	0.00	55,250.00	100%	0.00	2,782.50
4	Deliver New Screen	129,000.00	129,000.00	0.00	0.00	129,000.00	0.00	0.00	0.00	0.00	129,000.00	100%	0.00	6,450.00
5	Install Screen	11,750.00	11,750.00	0.00	0.00	11,750.00	0.00	0.00	0.00	0.00	11,750.00	100%	0.00	597.50
6	Electric to New Screen	11,045.00	11,045.00	0.00	0.00	11,045.00	0.00	0.00	0.00	0.00	11,045.00	100%	0.00	552.26
7	Handrails & Misc. Metals @ N	7,650.00	7,650.00	0.00	0.00	7,650.00	0.00	0.00	0.00	0.00	7,650.00	100%	0.00	382.50
8	Rehab Existing Screen	178,500.00	178,500.00	0.00	0.00	178,500.00	0.00	0.00	0.00	0.00	178,500.00	100%	0.00	8,826.00
9	Electrical for Rehab Screen	10,215.00	10,215.00	0.00	0.00	10,215.00	0.00	0.00	0.00	0.00	10,215.00	100%	0.00	510.76
10	Demo Screw Pump	19,000.00	19,000.00	0.00	0.00	19,000.00	0.00	0.00	0.00	0.00	19,000.00	100%	0.00	950.00
11	Deliver New Screw Pump	86,000.00	86,000.00	0.00	0.00	86,000.00	0.00	0.00	0.00	0.00	86,000.00	100%	0.00	4,300.00
12	Install Screw Pump	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00	0.00	0.00	0.00	35,000.00	100%	0.00	1,750.00
13	Electrical for Screw Pump	7,589.00	7,589.00	0.00	0.00	7,589.00	0.00	0.00	0.00	0.00	7,589.00	100%	0.00	378.48
14	SCADA Conduits	8,425.00	8,425.00	0.00	0.00	8,425.00	0.00	0.00	0.00	0.00	8,425.00	100%	0.00	421.26
15	Electrical Demo	9,135.00	9,135.00	0.00	0.00	9,135.00	0.00	0.00	0.00	0.00	9,135.00	100%	0.00	458.76
16	Demo Clarifier	29,355.00	29,355.00	0.00	0.00	29,355.00	0.00	0.00	0.00	0.00	29,355.00	100%	0.00	1,487.75
17	Current Density Barfite	130,335.00	130,335.00	0.00	0.00	130,335.00	0.00	0.00	0.00	0.00	130,335.00	100%	0.00	6,516.76
18	Weir & Scum Barfite	3,384.00	3,384.00	0.00	0.00	3,384.00	0.00	0.00	0.00	0.00	3,384.00	100%	0.00	1,500.00
19	Install Clarifier	32,090.00	32,090.00	0.00	0.00	32,090.00	0.00	0.00	0.00	0.00	32,090.00	100%	0.00	1,604.50
20	Metal Building Allowance	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00	0.00	0.00	0.00	18,000.00	100%	0.00	900.00
21	Electrical to Clarifier	22,995.00	22,995.00	0.00	0.00	22,995.00	0.00	0.00	0.00	0.00	22,995.00	100%	0.00	1,148.76
22	Lighting	12,575.00	12,575.00	0.00	0.00	12,575.00	0.00	0.00	0.00	0.00	12,575.00	100%	0.00	628.76
23	Electrical Gear & Grounding	38,410.00	38,410.00	0.00	0.00	38,410.00	0.00	0.00	0.00	0.00	38,410.00	100%	0.00	1,920.50
24	Demo Sludge Pumps	19,200.00	19,200.00	0.00	0.00	19,200.00	0.00	0.00	0.00	0.00	19,200.00	100%	0.00	960.00
25	Deliver Sludge Pumps	69,820.00	69,820.00	0.00	0.00	69,820.00	0.00	0.00	0.00	0.00	69,820.00	100%	0.00	3,491.00
26	Install Sludge Pumps	15,300.00	15,300.00	0.00	0.00	15,300.00	0.00	0.00	0.00	0.00	15,300.00	100%	0.00	765.00
27	Process Piping	26,380.00	26,380.00	0.00	0.00	26,380.00	0.00	0.00	0.00	0.00	26,380.00	100%	0.00	1,318.00
28	Sump Pump	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	100%	0.00	250.00
29	Electrical @ Pump Station	27,815.00	27,815.00	0.00	0.00	27,815.00	0.00	0.00	0.00	0.00	27,815.00	100%	0.00	1,380.75
30	SCADA System Upgrade Allow	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
31	Electrical Modification Allow	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00	100%	0.00	500.00
32	Stair to Clarifier	5,820.00	5,820.00	0.00	0.00	5,820.00	0.00	0.00	0.00	0.00	5,820.00	100%	0.00	291.00
33	Additional Screen parts and la	23,453.00	23,453.00	0.00	0.00	23,453.00	0.00	0.00	0.00	0.00	23,453.00	100%	0.00	1,172.65
34		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
35		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
36		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
37		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
38		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
GRAND TOTAL		1,200,073.00	1,114,667.00	85,506.00	0.00	1,114,667.00	85,506.00	0.00	0.00	85,506.00	1,200,073.00	100%	0.00	60,003.65

VOKERS

DESCRIPTION City of Yukon  
P.O. Box 850500  
Yukon, Oklahoma 73085

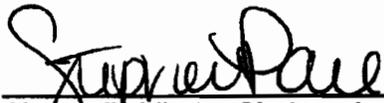
STATE OF OKLAHOMA SS  
COUNTY OF OKLAHOMA

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn on oath, says that this invoice or claim is truth 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 (s)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 things of value to obtain payment.

  
Contractor

Subscribed and sworn to before me this

1st day of June 2015

  
Notary Public (or Clerk or Judge)

My Commission Expires:

May 29, 2016



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

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

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

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

<i>Triad Design Group</i>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>7/1/15</i>	<i>Frisco Water Tower</i>	<i>\$23,525.00</i>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

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

Authorized Officer

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

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

Attest:

\_\_\_\_\_  
 Secretary



City of Yukon  
 Attn: J.I. Johnson  
 P. O. Box 850500  
 Yukon, Oklahoma 73085

Invoice No. 9358  
 Project No. E245.00  
 Statement No. 9  
 Date: July 1, 2015  
 CIT220

-----  
 Re: Frisco Water Tower and 12" Waterline Distribution Project

Estimated Construction Cost:		\$4,500,000.00
Estimated Fee:	5.11%	\$230,000.00
Updated Environmental Assessment/ Categorical Exclusion		\$56,500.00
Additional Services:		
R/W Acquisition / Right-of-Entry:		\$20,000.00
	Total Fee	\$306,500.00

Architectural and Engineering Services through June 25, 2015

Survey (25%) (\$57,500.00)

Completed to Date: \$57,500.00 x 100% = \$57,500.00

Preliminary Plans (50%) (\$57,500.00)

Completed to Date: \$57,500.00 x 100% = \$57,500.00

Final Plans (95%) (\$103,500.00)

Completed to Date: \$103,500.00 x 90% = \$93,150.00

As-Built Plans (5%) (\$11,500.00)

Completed to Date: \$11,500.00 x 0% = \$0.00

Environmental Assessment/Categorical Exclusion (\$56,500.00)

Completed to Date: \$56,500.00 x 100% = \$56,500.00

R/W Acquisition/Right-of-Entry (\$20,000.00)

Completed to Date: \$20,000.00 x 0% = \$0.00

	\$264,650.00
Less Previous Billing	241,125.00
Amount Due	\$23,525.00

DESCRIPTION City of Yukon  
P.O. Box 850500  
Yukon, Oklahoma 73085

Frisco Water Tower and  
12" Waterline Distribution Project

STATE OF OKLAHOMA

SS

COUNTY OF OKLAHOMA

The undersigned (architect, contractor, supplier, or engineer) of lawful age,  
being first duly sworn on oath, says that this invoice or claim is truth 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 (s)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 things of value to obtain payment.

  
\_\_\_\_\_  
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

1st Day of July, 2015

  
\_\_\_\_\_  
Notary Public (or Clerk or Judge) #08002979



My Commission Expires: March 13, 2016

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

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

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

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

<u>Triad Design Group</u>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>7/1/15</u>	<u>Wastewater Plant Rehab.</u>	<u>\$819.56</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

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

Authorized Officer

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

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

Attest:

\_\_\_\_\_  
Secretary



DESCRIPTION City of Yukon  
P.O. Box 850500  
Yukon, Oklahoma 73085

Yukon 2014 Wastewater Treatment  
Plant Rehabilitation and Improvements

STATE OF OKLAHOMA SS  
COUNTY OF OKLAHOMA

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn on oath, says that this invoice or claim is truth 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 (s)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 things of value to obtain payment.

  
\_\_\_\_\_  
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

1st day of July, 2015

  
\_\_\_\_\_  
Notary Public (or Clerk or Judge)



My Commission Expires: May 25, 2017

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

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

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

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

<u>Triad Design Group</u>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM	ITEM NO.
<u>7/1/15</u>	<u>\$ 18,172.40</u>
DATE	AMOUNT
<u>Frisco Road Interchange</u>	
PURPOSE	

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

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

Attest:

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

Authorized Officer

\_\_\_\_\_  
Secretary

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



City of Yukon  
 Attn: J.I. Johnson  
 P. O. Box 850500  
 Yukon, Oklahoma 73085

Invoice No. 9363  
 Project No. E248.00  
 Statement No. 10  
 Date: July 1, 2015  
 CIT220

*Re: I-40 & Frisco Road Interchange - Phase 1*

Design Fee: \$750,000.00

Architectural and Engineering Services through June 25, 2015

Conceptual Plan & Feasibility Study (\$75,000.00)

Completed to Date: \$75,000.00 x 100% = \$75,000.00

Survey (\$75,000.00)

Completed to Date: \$75,000.00 x 57.5% = \$41,135.50

Highway Capacity & Access Justification Study (\$100,000.00)

Completed to Date: \$100,000.00 x 6% = \$6,000.00

Traffic Study (\$50,000.00)

Completed to Date: \$50,000.00 x 0.00% = \$0.00

Environmental Study (\$125,000.00)

Completed to Date: \$125,000.00 x 20.7% = \$25,895.87

Roadway Design (\$300,000.00)

Completed to Date: \$300,000.00 x 12% = \$35,772.00

Hydraulics/Hydrology (\$25,000.00)

Completed to Date: \$25,000.00 x 0% = \$0.00

	183,803.37
Less Previous Billing	165,630.97
Amount Due	\$18,172.40

DESCRIPTION City of Yukon  
P.O. Box 850500  
Yukon, Oklahoma 73085

City of Yukon  
I-40 & Frisco Road Interchange  
Phase 1

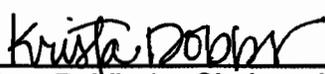
STATE OF OKLAHOMA SS  
COUNTY OF OKLAHOMA

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn on oath, says that this invoice or claim is truth 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 (s)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 things of value to obtain payment.

  
\_\_\_\_\_  
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

1st day of July, 2015

  
\_\_\_\_\_  
Notary Public (or Clerk or Judge)



My Commission Expires: March 13, 2016

**Jividen And Company, P.L.L.C.**

P. O. Box 6651  
Edmond, Oklahoma 73083  
Professional Land Surveyors

**Invoice**

Date	Invoice #
6/10/2015	4945

SD  
6-30-15

<b>Bill To</b>
Triad Design Group Accounts Payable 3020 NW 149th Street Oklahoma City, Oklahoma 73134

E248.00  
P.M. S. Davis

Job. No.	Terms	Project
255-14.01	Due on receipt	

Hours	Description	Hourly Rate	Amount
7	Field Crew (GPS), Locate Building corners, June 11, 2015	155.00	1,085.00
1	CAD Technician, June 8, 2015	75.00	75.00
6	Field Crew (two person). Level Loop, June 9, 2015	130.00	780.00
1	CAD Technician, June 9, 2015	75.00	75.00
3.5	Professional Land Surveyor, June 10, 2015	125.00	437.50
5	CAD Technician, June 10, 2015	75.00	375.00
9	Field Crew (two person), Level Loop, June 11, 2015	130.00	1,170.00
10	CAD Technician, June 11, 2015	75.00	750.00
5	CAD Technician, June 12, 2015	75.00	375.00
	Interstate 40 and Frisco Road Yukon, Canadian County, Oklahoma		

Thank you for your business.	<b>Total</b>	\$5,122.50
Service charge of 1 1/2 percent of balance may be applied after invoice due date.	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$5,122.50

Phone #	Fax #
(405) 278-7839	(405) 478-3272

**Jividen And Company, P.L.L.C.**

P. O. Box 6651  
Edmond, Oklahoma 73083  
Professional Land Surveyors

**Invoice**

Date	Invoice #
5/27/2015	4929

<b>Bill To</b>
Triad Design Group Accounts Payable 3020 NW 149th Street Oklahoma City, Oklahoma 73134

SD  
6-30-15

P.M. S. Davis

Job. No.	Terms	Project
255-14.02	Due on receipt	E248.00

Hours	Description	Hourly Rate	Amount
3	Field Crew (GPS), Boundary, May 20, 2015	155.00	465.00
9	CAD Technician, May 20, 2015	75.00	675.00
1	CAD Technician, May 21, 2015	75.00	75.00
3	CAD Technician, May 22, 2015	75.00	225.00
1	Professional Land Surveyor	125.00	125.00
6.5	Field Crew (two person), Level Loop on I-40, May 26, 2015	130.00	845.00
9.5	Field Crew (GPS), Establish Centerline Alignment, May 26, 2015	155.00	1,472.50
7	CAD Technician, May 26, 2015	75.00	525.00
4	CAD Technician, May 27, 2015	75.00	300.00
8.5	Field Crew (two person), Level Loop on Frisco, May, 28, 2015	130.00	1,105.00
5.5	Field Crew (two person), Level and strap bridge, May 29, 2015	130.00	715.00
10	Field Crew (GPS), Centerline Profile, June 2, 2015	155.00	1,550.00
1.5	CAD Technician, June 2, 2015	75.00	112.50
7	CAD Technician, June 3, 2015	75.00	525.00
4	Project Manager Services, Reduce, Notes and Review, June 4, 2015	90.00	360.00
2.5	CAD Technician, June 4, 2015	75.00	187.50
3	CAD Technician, June 5, 2015	75.00	225.00
1	Professional Land Surveyor	125.00	125.00
	I-40 and Frisco Road, Yukon, Canadian County, Oklahoma		

Thank you for your business.	<b>Total</b>	\$9,612.50
Service charge of 1 1/2 percent of balance may be applied after invoice due date.	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$9,612.50

Phone #	Fax #
(405) 278-7839	(405) 478-3272

**Yukon City Council Minutes  
June 16, 2015**

The Yukon City Council met in regular session June 16, 2015 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Pastor Ron Rasmussen, Christ's Church of Yukon. The flag salute was given in unison.

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

**OTHERS PRESENT:**

Grayson Bottom, City Manager	Doug Shivers, City Clerk
Mike Segler, City Attorney	Robbie Williams, City Engineer
Tammy DeSpain, Assistant City Manager	Bill Stover, Sanitation
Arnold Adams, Public Works Director	John Corn, Police Chief
Gary Cooper, Information Technology Dir.	Jenna Roberson, PIO
Mitchell Hort, Development Services Dir.	Lori Adams, Emergency Management
Jeff Deckard, Park Maintenance Sup.	Larry Mitchell, Economic Dev. Dir.

**Public Hearing was held to Receive Input from the Public Regarding the issuance of General Obligation Refunding Bonds by the City of Yukon for the purpose of refunding the outstanding balance of the City's General Obligation Bonds, Series 2004, General Obligation Bonds, Series 2005, and General Obligation Bonds, Series 2006.** There were no participants.

**Presentations and Proclamations**

Mayor Alberts read the "Bug Bash Day" Proclamation and presented it to Pastor Gary Reynolds. The Bug Bash is in its 8<sup>th</sup> year and will be Saturday at 8am. Friday night will be the Volkswagen Cruise. Pastor Reynolds is grateful to be a part of the City of Yukon.

**Visitors**

There were no 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 2, 2015**
- B) Payment of material claims in the amount of \$104,595.97**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 2, 2015; and payment of material claims in the amount of \$104,595.97, was made by Trustee McEachern and seconded by Trustee Smaistrila.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

## 1. Consent Docket

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

**The City Manager recommends a motion that will approve:**

- A) The minutes of the regular meeting of June 2, 2015**
- B) Payment of material claims in the amount of \$823,325.17**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) The renewal of the existing Contract with the Yukon Public School District to provide School Resource Officers at the High School and Middle School, for the term of July 1, 2015 to June 30, 2016, for the sum of \$150,000.00**
- E) 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, 2015 through June 30, 2016, at a rate of \$3,517.50 per month**
- F) The renewal of the existing Interlocal Governmental Cooperation Agreement with the City of Piedmont, providing use of the Yukon jail, for the term of July 1, 2015 through June 30, 2016 for a rate of \$42.00 per day per prisoner**
- G) The renewal of the existing Interlocal Governmental Cooperation Agreement with the City of Bethany, providing use of the Yukon jail, for the term of July 1, 2015 through June 30, 2016, for a rate of \$42.00 per day per prisoner**
- H) The renewal of the existing Interlocal Governmental Cooperation Agreement with the City of El Reno, providing use of the Yukon jail, for the term of July 1, 2015 through June 30, 2016 for a rate of \$42.00 per day per prisoner**
- I) Denial of Claim No. 200180-ME from Brittany Spittler, as recommended by the Oklahoma Municipal Assurance Group**
- J) Setting the date for the next regular Council meeting for July 7, 2015, 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 2, 2015; Payment of material claims in the amount of \$823,325.17; Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade; The renewal of the existing Contract with the Yukon Public School District to provide School Resource Officers at the High School and Middle School, for the term of July 1, 2015 to June 30, 2016, for the sum of \$150,000.00; 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, 2015 through June 30, 2016, at a rate of \$3,517.50 per month; The renewal of the existing Interlocal Governmental Cooperation Agreement with the City of Piedmont, providing use of the Yukon jail, for the term of July 1, 2015 through June 30, 2016 for a

rate of \$42.00 per day per prisoner; The renewal of the existing Interlocal Governmental Cooperation Agreement with the City of Bethany, providing use of the Yukon jail, for the term of July 1, 2015 through June 30, 2016, for a rate of \$42.00 per day per prisoner; The renewal of the existing Interlocal Governmental Cooperation Agreement with the City of El Reno, providing use of the Yukon jail, for the term of July 1, 2015 through June 30, 2016 for a rate of \$42.00 per day per prisoner; Denial of Claim No. 200180-ME from Brittany Spittler, as recommended by the Oklahoma Municipal Assurance Group; and Setting the date for the next regular Council meeting for July 7, 2015, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Russell and seconded by Council Member Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

2. **Consider and take action with respect to a Resolution No. 2015-08 providing for the sale and issuance of General Obligation Refunding Bonds in the sum of not to exceed seven million dollars (\$7,000,000) by the City of Yukon, State of Oklahoma, for the purpose of refunding certain outstanding General Obligation Bonds including the outstanding portions of the Series 2004 General Obligation Bonds, the Series 2005 General Obligation Bonds, and the Series 2006 General Obligation Bonds of the City; waiving competitive bidding for the Bonds; prescribing form of bonds; providing for a bond issue designated "General Obligation Refunding Bonds, Series 2015"; providing for registration thereof; designating the registrar for the issue; providing levy of an annual tax for payment of principal and interest on the bonds; approving a continuing Disclosure Agreement; fixing other details of the issue; and approving an Escrow Agreement**

The motion to consider and take action with respect to a Resolution No. 2015-08 providing for the sale and issuance of General Obligation Refunding Bonds in the sum of not to exceed seven million dollars (\$7,000,000) by the City of Yukon, State of Oklahoma, for the purpose of refunding certain outstanding General Obligation Bonds including the outstanding portions of the Series 2004 General Obligation Bonds, the Series 2005 General Obligation Bonds, and the Series 2006 General Obligation Bonds of the City; waiving competitive bidding for the Bonds; prescribing form of bonds; providing for a bond issue designated "General Obligation Refunding Bonds, Series 2015"; providing for registration thereof; designating the registrar for the issue; providing levy of an annual tax for payment of principal and interest on the bonds; approving a continuing Disclosure Agreement; fixing other details of the issue; and approving an Escrow Agreement, was made by Council Member McEachern and seconded by Council Member Yanda.

Mayor Alberts asked John Williams to discuss. Mr. Williams stated the Underwriter was changed from Baker Group to Citigroup. The results of the sale are detailed in the provided handout. The City of Yukon has S&P rating of "AA-". This is very favorable, which resulted in better interest rates. Public Hearing notice previously had not published, so we had to bring this all back with one Resolution. The sale has been conducted and we are reporting exact numbers today. Chris Gander gave breakdown of earmarked monies and stated we met projections of \$270,000.00 and tax lowering of \$5,000.00. Mayor Alberts questioned overall savings. Chris Gander broke down the numbers and said the total equals \$311,733.64. Mayor Alberts asked if this was different from Revenue Bond refinancing. Chris Gander stated yes, we delayed this to separate it from Revenue Bond refinancing. Council Member Yanda asked if there was a prepay penalty. Mr. Gander stated no. Council Member McEachern is very pleased.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 3. Consider approving Resolution No. 2015-09, a Resolution of the Yukon City Council establishing the Nine-One-One Emergency Telephone Service Fee for the calendar year 2016, maintaining the landline service fees at their current rates**

The motion to approve Resolution No. 2015-09, a Resolution of the Yukon City Council establishing the Nine-One-One Emergency Telephone Service Fee for the calendar year 2016, maintaining the landline service fees at their current rates, was made by Council Member Yanda and seconded by Council Member Russell.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 4. Consider approving an expenditure of funds, in an amount not to exceed \$119,200.00, to purchase 3 new 2015 Ford Pickups with CNG conversion ((2) F-250 Crew Cab 4x4's and (1)F-250 regular cab with 2 wheel drive), to be paid from the Public Works Capital Improvement Funds and CNG Grant Funds, as recommended by the Public Works Director**

The motion to approve an expenditure of funds, in an amount not to exceed \$119,200.00, to purchase 3 new 2015 Ford Pickups with CNG conversion ((2) F-250 Crew Cab 4x4's and (1)F-250 regular cab with 2 wheel drive), to be paid from the Public Works Capital Improvement Funds and CNG Grant Funds, as recommended by the Public Works Director, was made by Council Member McEachern and seconded by Council Member Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 5. Consider approving an expenditure of funds, in an amount not to exceed \$41,450.00, to purchase a new Welcome Sign located at the east city limit boundary on Main St. and Route 66, to be paid from the Capital Improvement Funds, as recommended by the Assistant City Manager**

The motion to approve an expenditure of funds, in an amount not to exceed \$41,450.00, to purchase a new Welcome Sign located at the east city limit boundary on Main St. and Route 66, to be paid from the Capital Improvement Funds, as recommended by the Assistant City Manager, was made by Council Member McEachern and seconded by Council Member Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 6. Consider approving a Memorandum of Agreement between The City of Oklahoma City, The City of Yukon and CHIP Reality Corporation for the annexing of the Sports Complex Property located at the southwest corner of Frisco Rd. and Highway 66, as recommended by the City Manager**

The motion to approve a Memorandum of Agreement between The City of Oklahoma City, The City of Yukon and CHIP Reality Corporation for the annexing of the Sports Complex Property located at the southwest corner of Frisco Rd. and Highway 66, as recommended by the City Manager, was made by Council Member Yanda and seconded by Council Member Russell.

Mayor Alberts asked Mr. Bottom for a summary. Mr. Bottom stated the Council asked me to negotiate an agreement with Oklahoma City for the sports complex property. It includes allowing CHIP to purchase and install signal lights on 10<sup>th</sup> Street west of the bridge on Cornwell. The City of OKC will pay \$25,000.00 to the City of Yukon for the maintenance of lights for a period of 20 years. OKC will de-annex property; largest de-annexation ever from OKC. Mr. Segler stated it is good that we annexed south side of 10<sup>th</sup> Street or OKC could have placed intersections wherever they wanted. Mr. Bottom pointed out jurisdictional issues along 10<sup>th</sup> St and how it will help define jurisdiction.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 7. Consider approving Ordinance No. 1319, an Ordinance amending Ordinance No. 657, Appendix A of the Code of the City of Yukon, Oklahoma, by providing that the zoning designation for a part of the Northwest Quarter of Section Nineteen (19), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian, (I.M.), Yukon, Canadian County, Oklahoma, be changed from "R-1" (Single Family Residential District) to "R-1 PUD" (Planned Unit Development); and Declaring an Emergency**

The motion to approve Ordinance No. 1319, an Ordinance amending Ordinance No. 657, Appendix A of the Code of the City of Yukon, Oklahoma, by providing that the zoning designation for a part of the Northwest Quarter of Section Nineteen (19), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian, (I.M.), Yukon, Canadian County, Oklahoma, be changed from "R-1" (Single Family Residential District) to "R-1 PUD" (Planned Unit Development); and Declaring an Emergency, was made by Council Member McEachern and seconded by Council Member Russell.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 7a. Consider approving the Emergency Clause of Ordinance No. 1319**

The motion to approve the Emergency Clause of Ordinance No. 1319, was made by Council Member McEachern and seconded by Council Member Smaistrila.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 8. Consider approving Ordinance No. 1320, an Ordinance amending Ordinance No. 657, Appendix A of the Code of the City of Yukon, Oklahoma, by providing that the zoning designation for a part of Section Twenty (21), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian, (I.M.), Yukon, Canadian County, Oklahoma, be changed from “A” (Agricultural District) to “R-3 PUD” (Multi-Family Residential District-Planned Unit Development); and Declaring an Emergency**

The motion to approve Ordinance No. 1320, an Ordinance amending Ordinance No. 657, Appendix A of the Code of the City of Yukon, Oklahoma, by providing that the zoning designation for a part of Section Twenty (21), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian, (I.M.), Yukon, Canadian County, Oklahoma, be changed from “A” (Agricultural District) to “R-3 PUD” (Multi-Family Residential District-Planned Unit Development); and Declaring an Emergency, was made by Council Member Russell and seconded by Council Member Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 8a. Consider approving the Emergency Clause of Ordinance No. 1320**

The motion to approve the Emergency Clause of Ordinance No. 1320, was made by Council Member Yanda and seconded by Council Member Smaistrila.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 8b. Consider approving a preliminary plat for a part of Section 21, Township 12 N, Range 5 W, of the Indian Meridian (Residence at Yukon Hills, 1001 N. Cornwell), as recommended by the Planning Commission**

The motion to approve a preliminary plat for a part of Section 21, Township 12 N, Range 5 W, of the Indian Meridian (Residence at Yukon Hills, 1001 N. Cornwell), as recommended by the Planning Commission, was made by Council Member Russell and seconded by Council Member McEachern.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 8c. Consider approving Resolution No. 2015-10, a Resolution of the City Council of Yukon, Oklahoma recognizing that the proposed development of Senior housing is consistent with the City of Yukon’s affordable housing strategies and comprehensive plan and supporting favorable consideration for the award of a tax credit for said development**

The motion to approve Resolution No. 2015-10, a Resolution of the City Council of Yukon, Oklahoma recognizing that the proposed development of Senior housing is consistent with the City of Yukon’s affordable housing strategies and comprehensive

plan and supporting favorable consideration for the award of a tax credit for said development, was made by Council Member Smaistrila and seconded by Council Member Russell.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

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

**A. Sales Tax Report**

**B. Sports Complex Stakeholder Meeting Report**

Mr. Bottom stated Sales Tax is up 10.09% for month and 7.16% year to date. This is very good. Use Tax is not good. Roofing activity should elevate use tax numbers.

Series of meetings for Sports Complex went well. Mr. Bottom has seen some of the preliminary sketches. They will meet stakeholder expectations. He appreciates City Council remarks.

We have a new era with relationship to our budget in the city. Because of this, we can't finish year end until mid-June. There will be a special meeting on June 30 to pay final bills to close fiscal year. We will send out notification soon.

We are moving rapidly and beg tolerance. For example, tonight we had separation of time between refinancing Revenue Bonds and GO Bonds, likewise with other projects, such as the Parks and City Hall. We will move only as fast as Council allows and will answer any questions.

**10. New Business – None**

**11. Council Discussion**

Council Member Yanda stated the sales tax is great. Congratulations on excellent bond rating.

Council Member Smaistrila echoed Council Member Yanda.

Council Member Russell stated sales tax is wonderful. Thanks for the hard work on the bonds. Sports Complex is exciting.

Council Member McEachern thanked Arnold Adams & Brewer Construction. They fixed last item on list. He thanked Mr. Williams and Mr. Gander for important work for the City. This will allow us to do many things. Bug Bash Day is fun, stop by.

Mayor Alberts thanked all for bond work. It is important to be good stewards of the citizen's money. Visitor section is the most important part of the meeting. He would like people to ask questions. We talk about many things and would like public input. This group will have huge impact on community. We have more debt than ever. We do have apprehensions, please give input. Find a leader and let us know your ideas. Glad to share our information. Need residents and visitors information.

**12. Consider a motion to recess as the Yukon City Council and convene into Executive Session, for confidential communications between the Public Body**

**and its attorney concerning a pending investigation, claim, or action, as provided for in 25 OS 2003, Section 307 (B) (4)**

The motion to recess as the Yukon City Council and convene into Executive Session, for confidential communications between the Public Body and its attorney concerning a pending investigation, claim, or action, as provided for in 25 OS 2003, Section 307 (B) (4), was made by Council Member McEachern and seconded by Council Member Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

Mayor Alberts invited Mr. Bottom and Attorney, Jack Love.

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

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

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

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

**14. Adjournment**

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**John Alberts, Mayor**

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**Doug Shivers, City Clerk**





## RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	335,890.49
36	Sales Tax Claims		88,791.00
70	Water & Sewer Enterprise		91,148.22
74	Grant Fund		31,200.00
			<u>547,029.71</u>
		\$	<u>547,029.71</u>

The above foregoing claims have been passed and approved  
this 7th day of July 2015 by the Yukon City Council.

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Doug Shivers, City Clerk

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John Alberts, Mayor

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101		LEGISLATIVE				
16-62709	01-05386	Capitol Decisions	Prof Services - June '15	7/2015	8656	7,500.00
			expense retainer	7/2015	8659	500.00
16-62713	01-37470	OK Municipal League	OML 15-16 Ann. Srv. Fee	7/2015	027425	24,485.76
16-62708	01-50700	Triad Design Group	A/E Services - 06-25-15	7/2015	9359	3,075.41
DEPARTMENT TOTAL:						35,561.17
DEPARTMENT: 103		INSURANCE				
16-62712	01-37468	OK Municipal Assurance	Worker'sComp 15-16 Q1	7/2015	Q1 15-16	214,414.75
16-62714	01-57600	Wesco, Inc.	Gen Liab Auto	7/2015	194371	55,271.02
			Property Policy	7/2015	194372	30,643.55
DEPARTMENT TOTAL:						300,329.32
FUND TOTAL:						335,890.49

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501 SALES TAX CAPITAL IMPROV						
15-62644	01-24800	Joe Cooper Ford	Ford 250 2 whl dr	6/2015	474828	25,400.00
			Ford F250 CC 4x4	6/2015	474733	31,300.00
			Ford F250 CC 4x4	6/2015	474734	31,300.00
					DEPARTMENT TOTAL:	88,000.00
DEPARTMENT: 502 ECONOMIC DEVELOPMENT						
16-62710	01-05642	The Center for Economic	Consult-PotentialFriscoPr	7/2015	11423	791.00
					DEPARTMENT TOTAL:	791.00
					FUND TOTAL:	88,791.00

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 203		TREATMENT AND SUPPLY				
16-62711	01-06375	City of Oklahoma City	Water Usage - May '15	7/2015	06-15-15	91,148.22
					DEPARTMENT TOTAL:	91,148.22
					FUND TOTAL:	91,148.22

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 124		** INVALID DEPARTMENT **				
15-62644	01-24800	Joe Cooper Ford	Cng F250 2 whl dr	6/2015	474828	10,400.00
			Cng F250 CC 4x4	6/2015	474733	10,400.00
			Cng F250 CC 4x4	6/2015	474734	10,400.00
DEPARTMENT TOTAL:						31,200.00
FUND TOTAL:						31,200.00
GRAND TOTAL:						547,029.71

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2015	36	5501-416	Cap. Improvements-Fleet Maint.	25,400.00	
6/2015	36	5501-419	Cap. Improvements-Streets	31,300.00	
6/2015	36	5501-470	Cap. Improvements-Water&Sewer	31,300.00	88,000.00
6/2015	74	5124-381	CNG Conversion Grant	31,200.00	31,200.00
7/2015	01	5101-348	Consultant Fees	11,075.41	
7/2015	01	5101-354	Assoc Memberships & Conf Reg	24,485.76	
7/2015	01	5103-109	Worker's Compensation	214,414.75	
7/2015	01	5103-342	Automobile Insurance	55,271.02	
7/2015	01	5103-343	Property Insurance	30,643.55	335,890.49
7/2015	36	5502-348	Consultant Fees	791.00	791.00
7/2015	70	5203-352	Water Usage	91,148.22	91,148.22
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		547,029.71
			REPORT TOTAL:		547,029.71

**Technology Item Listing - July 7, 2015**

<b>Item #</b>	<b>Description</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Department</b>
	Dell Projector	1800MP	7GZLT91	Tech
100413	LG Monitor	W2043SE-PF	908UXTC75521	Tech
100458	Lenovo ThinkPad T400	T400	1S647341UR845AM6	Tech
101097	Dell OptiPlex 755	755	18HCRH1	Tech
	1999 Chevrolet Suburban	2500 4X4	3GNGK26J5X154334	Public Works
	2004 Ford F-250	F-250	3FTNX20LX4MA06530	Public Works
	1997 Ford F-250	F-250 2wd	3FTHF25H7VMA35571	Public Works



POLICE DEPARTMENT

**DATE:** June 16, 2015  
**FROM:** John Corn, Chief of Police  
**TO:** Doug Shivers  
**RE:** Agenda Item

**MEMORANDUM**

Doug, I am requested the attached Interlocal Governmental Cooperation Agreement between the Canadian County Sheriff's office and the City of Yukon be placed on the Council agenda for their review and approval. If you have any questions regarding this agreement, please let me know.

Emergency Phone  
(405) 262-3434

Non-Emergency Phone  
(405) 422-3187

FAX Number  
(405) 422-2430



Randall Edwards - Sheriff

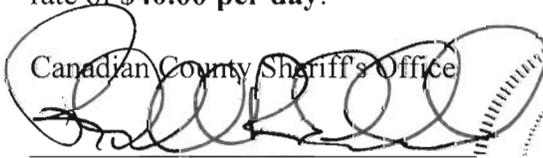
208 W. Rogers St.  
El Reno, Oklahoma 73036

**Renewal of Inter-local Cooperation Agreement**  
**CONTRACT**  
01 July 2015

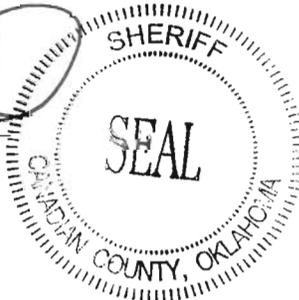
The **Canadian County Sheriff's Office** and the **City of Yukon** are parties to an Inter-local Cooperation Agreement covering the period from July 01, 2015 to June 30, 2016.

The Agreement for Holding Prisoners is renewable on a year-to-year basis at the option of either party. The parties hereby acknowledge that the Agreement for Holding Prisoners has been renewed by the **City of Yukon**, and the Canadian County Sheriff's Office for the period **July 1, 2015 through June 30, 2016**.

The terms of the "**Original Agreement**" shall remain in effect for such period at the contract rate of **\$40.00 per day**.

Canadian County Sheriff's Office  


Sheriff of Canadian County  
Or  
Undersheriff



City of Yukon, Oklahoma

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

This Inter-local Cooperation Agreement is hereby Approved this \_\_\_\_ Day of \_\_\_\_\_ 2015.

  
\_\_\_\_\_  
Witness-Chief of Police

\_\_\_\_\_  
Witness

# RENEWAL

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

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **Canadian County Sheriff's Office**, hereinafter referred to as "**County**", and the **City of Yukon**, hereafter referred to as the "**City**", the execution of which being duly authorized and approved by the respective governing body of each such entity by appropriate resolution, witnesseth:

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

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

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

### I. Term of Agreement

The terms of this agreement shall be from **July 1, 2015** to **June 30, 2016**, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

### II. Statement of Services

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

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

#### IV.

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

## V. City Responsible for Records

### VI.

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

## VII. Basic medical Care

### VIII.

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

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

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

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

## IX. Cost Per Day

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

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

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

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

**X. Billing Period**

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

**XI. Hold Harmless Clause**

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

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

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

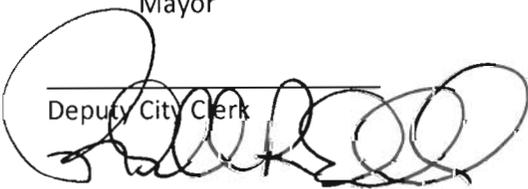
In witness whereof; the parties have hereto set their hands as of the day and first year written above.

Approved by **Yukon** City Council on this \_\_\_\_\_ day of 2015.

\_\_\_\_\_  
Mayor

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

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



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



Emergency Phone  
(405) 262-3434

Non-Emergency Phone  
(405) 422-3187

FAX Number  
(405) 422-2430



Randall Edwards - Sheriff

208 W. Rogers St.  
El Reno, Oklahoma 73036

June 10, 2015

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

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

As per and apart of that agreement this renewal agreement can be cancelled by either party by written notice of their intent to do so, otherwise it will bind both parties according to the content and as agreed in the original article for a period of one year, effective July 01, 2015 through June 30, 2016.

John Cows      6-16-15  
Chief of Police      Date

Randall R. Edwards      6-10-15  
Sheriff Randall R. Edwards      Date  
SHERIFF  
SEAL  
CANADIAN COUNTY, OK

\_\_\_\_\_  
Mayor      Date

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



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

June 1, 2015

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

Re: Permit No.: WL000009150147  
Bounce Academy Gymnasium  
Water Line Extension Project  
PWSID No.: 2000910

Dear Mr. Bottom:

Enclosed is Permit No.: WL000009150147 for the construction of approximately 660 L. F. of twelve (12) inch water lines and appurtenances to serve the City of Yukon Bounce Academy Gymnasium Water Line Extension Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on June 1, 2015. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

Robert B. Walker  
Construction Permit Section  
Water Quality Division

RBW/RC/bg

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ  
George Marquez, P. E., Crafton Tull  
Wheatland DEQ Office





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

**PERMIT NO.: WL000009150147**

**WATER LINES**

**PWSID NO.: 2000910**

**PERMIT TO CONSTRUCT**

June 1, 2015

Pursuant to O.S. 27A 2-6-304, the City of Yukon is hereby granted this Tier I Permit to construct approximately 660 L. F. of twelve (12) inch water lines and appurtenances to serve the City of Yukon Bounce Academy Gymnasium Water Line Extension Project, located in part of SW-1/4 of Section 19, T-12-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved June 1, 2015.

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.

**VARIANCE**

A variance from OAC 252:626-19-1(a), requiring the distribution system to provide a minimum of 25-psi throughout the distribution system during peak demand and fire flow is temporarily granted. A new 1-million elevated storage tank will be constructed to alleviate low pressure areas within the next three years.

**PROVISIONS AND CONDITIONS**

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 the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.

Page 1 of 2





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

**PERMIT NO.: WL000009150147**

**WATER LINES**

**PWSID NO.: 2000910**

**PERMIT TO CONSTRUCT**

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

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

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



# Spanish Cove

Life-Care Retirement Village

Live the way you want it

June 22, 2015

City of Yukon  
532 West Main  
Yukon, OK 73099

Attention: Yukon City Council

The Nominating Committee of the Spanish Cove Housing Authority met on June 27, 2015 to select a nominee to serve a six-year term for Office #2 which expired May 31, 2015. One application was received for this position. This applicant was Athena Friese, M.D., who was appointed in 2014 to fill the seat vacated by Kyle Rickner, M.D.

Members of the Nominating Committee voted unanimously to recommend to the Yukon City Council that Dr. Friese be appointed for a six-year term ending May 31, 2021. Her resume is attached.

If you have any questions please call me at 350-5108 or 365-7898. It is our hope that this can be placed on your July 7, 2015 agenda.

Sincerely,



Don Blöse  
Executive Administrator/CEO

Attachment

Since 1974, the most experienced Lifetime Life-Care community in the state!

**Athena Friese M.D.**  
**1205 Health Center Parkway, Suite 100**  
**Yukon, OK 73099**  
**405-717-5401**

**Objective** To be active in all aspects of patient care throughout my career.

- Experience** **1992-Present Physician** Integris Family Care – Yukon, OK
- Member of physician group finance committee 2011- present
  - Secretary of med-exec committee Canadian Valley Regional Hospital 2014- present
  - Chairman of Family Practice Department – Baptist Medical Center 1996-2006
- 1991-1992 Physician** Oklahoma City Clinic – Yukon, OK
- 1985-1991 Physician** Friese Medical Clinic – Mustang, OK
- Established busy family practice clinic before joining Oklahoma City Clinic.

- Education** Board Certified Family Practice 1985. Re-certified 1992,1999, & 2006
- 1983-1985 Family Practice Residency OUHSC – Oklahoma City, OK
  - 1982-1983 Family Practice Internship OUHSC – Oklahoma City, OK
  - 1978-1982 University of Oklahoma College of Medicine – Oklahoma City, OK  
Doctor of Medicine degree
  - 1976-1978 Oklahoma State University – Stillwater, OK  
Bachelor of Science – Zoology
  - 1975-1976 Southwestern Oklahoma State University – Weatherford, OK

- Interests**
- Medical missions through various organizations including Integris Foundation & Israel Idonije Foundation.
  - Teaching nurse practitioner students & physician assistant students.
  - Participant in Mustang HOSTS school reading program
  - Hosted Rotary International exchange students from Spain, France, & Argentina.
  - Previous member of Canadian County Board of Health
  - Previous medical director for Metro Tech adult medical assistant program

## **PROFESSIONAL SERVICES AGREEMENT FOR MASTER PLANNING SERVICES**

**THIS AGREEMENT** is entered into effect from July 1, 2015 through June 30, 2016, between the YUKON ECONOMIC DEVELOPMENT AUTHORITY, a public trust (“YEDA”), and BUTZER ARCHITECTS AND URBANISM, LLC (“Consultant”).

### **WITNESSETH:**

**WHEREAS**, the Yukon Economic Development Authority (“Authority”) is a public trust created by a Trust Indenture dated August 2, 2013, adopted pursuant to the Oklahoma Public Trust Law, 60 O.S. § 176, *et seq.*, for the purposes of financing, operating, developing, constructing, maintaining, managing, marketing and administering projects for investments and reinvestments within or near the City of Yukon.; and

**WHEREAS**, the City of Yukon (“City”) has adopted the Frisco Road Economic Development Project Plan (“Project Plan”), which contemplates the creation of an attractive viable commercial corridor south of I-40 and east of Frisco Road that is to be anchored by new development per the Urban Gateway Smartcode adopted March 17, 2015; and

**WHEREAS**, the City has authorized and designated the Authority as a public entity to assist in carrying out provisions of the Project Plan, including incurring Project Costs pursuant to Section VIII of the Project Plan ; and

**WHEREAS**, one of the principal actions under the Project Plan is the planning and design approval of the Project; and

**WHEREAS**, a subset of authorized Project Costs under Section VIII of the Project Plan includes Project Implementation costs, planning, design, administrative, and organizational expenses; and

**WHEREAS**, the Authority is authorized under its Trust Indenture to take any and all actions deemed necessary or appropriate by its Trustees, including funding the costs, acquisition, or procurement of professional services such as architectural, planning, and engineering services; and

**WHEREAS**, it is appropriate and desirable for YEDA to retain professionals that are trained to provide and are experienced in providing master planning services and/or design consulting services; and

**WHEREAS**, YEDA has authorized and issued a Request for Proposals (“RFP”) seeking experienced and qualified design professionals to assist YEDA with the master planning responsibilities under the Project Plan; and

**WHEREAS**, the Consultant was selected as the top qualified professional amongst the responses to the RFP; and

**WHEREAS**, the Consultant prepared the Urban Gateway Smartcode as an instrument to guide the implementation of the Project Plan; and

**WHEREAS**, the Consultant shall be contracted to provide master planning services and/or design consulting services that further support YEDA's efforts of administering the Urban Gateway Smartcode and Project Plan.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**I. TIME OF PERFORMANCE**

A. The services of the Consultant shall commence on July 1, 2015, and shall be completed when the terms of the Agreement are completed or when terminated in accordance with Article VII, Section B or C of this Agreement.

B. In accordance with the terms of this Agreement, the Consultant is hereby employed to perform the tasks described in Article II, Scope of Work, upon specific request of YEDA.

**II. SCOPE OF WORK**

A. The Consultant is hereby employed by YEDA to perform in accordance with the best professional practices in its respective field of architecture, and in the best interest of YEDA, all of the various professional services as follows, but not limited thereto:

1. Advise and assist YEDA with the implementation of the Project Plan in the specific areas of design review, commercial master planning, project layout, facility space allocations, public amenities, and open space enhancements.

2. Advise and assist YEDA's Executive Director on current planning or architectural issues that may arise from time to time during the course of normal business activity or in negotiations with potential development projects.

3. Prepare analysis or feasibility studies deemed necessary to support one or more development proposals and to determine how future phases of the Frisco Road TIF District should be allocated/assigned.

4. Prepare any reports and/or plans covering the Consultant's scope of work and present to YEDA, the City, and its other consultants. The Consultant shall furnish to YEDA copies of any reports and/or plans.

5. Provide such other studies, recommendations, procedures, or other action as authorized by the YEDA.

6. Provide any necessary corrections to the documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Consultant at no cost to the YEDA. The Consultant further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Consultant is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by YEDA upon its review or inspection, nor is the Consultant relieved from liability for YEDA's lack of review or inspection of said documents.

7. The Consultant shall regularly update YEDA and the City on what actions are underway, including issues which need the attention of YEDA and/or City personnel. The Consultant shall meet with YEDA as needed to review project activities and shall meet with YEDA and/or the City as needed and upon request.

8. Attend all necessary meetings with YEDA and/or the City and all other interested parties, as requested.

9. Maintain a complete status report of activities including scheduled and actual dates of key events. The Consultant shall provide status reports on a regular basis, or as requested by YEDA, in a format approved by YEDA.

10. Maintain records and furnish any and all reports as may be required by YEDA. The Consultant shall take all steps necessary to ensure that no member of its staff or organization divulges any information concerning the project reports, except to duly authorized representatives of YEDA and the City or until authorized in writing by YEDA to reveal the documentation or communication to other designated parties.

11. The Consultant shall not represent themselves as employees of YEDA or the City; rather the Consultant shall make clear that he is an independent contractor of YEDA.

**III. COMPENSATION**

A. Under the terms of this Agreement, the Consultant agrees to perform the work described in Article II of this Agreement, and YEDA agrees to pay the Consultant as compensation for such services in accordance with the Schedule of Fees attached.

B. Reimbursable expenses are in addition to the compensation for professional services and include actual expenditures made by the Consultant in the interest of the project, with the prior approval of YEDA, and include the following:

1. Expenses for required long-distance telephone charges.
2. Expenses for required postage or overnight express mail delivery (outside of the Oklahoma City Metropolitan Statistical Area).
3. Expenses for automobile mileage (outside of the Oklahoma City Metropolitan Statistical Area) at approved IRS rate.
4. Expenses for parking lot and turnpike tolls.

C. Invoices shall be submitted periodically as work is completed. Invoices shall state actual time expended on services performed by the Consultant and its employees and shall meet the standards of quality as established under this Agreement. Invoices shall be prepared by the Consultant and be accompanied by all supporting data required by YEDA. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of YEDA or any obligation of the Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Agreement.

D. The Consultant shall present two (2) copies of the invoice to YEDA for compensation and payment. YEDA will review the invoice. Should YEDA question or request additional documentation or disapprove all or a portion of any invoice, the Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.

E. Final payment shall not be deemed to waive any rights or obligations of the parties to this Agreement.

#### **IV. INDEMNITY AND INSURANCE**

A. Indemnity. The Consultant shall defend, indemnify and save harmless YEDA and the City from any and all claims against YEDA or the City for damages or injury to any person or property arising from the negligent acts, errors, or omissions of the Consultant, and the officers, agents, employees and contractors engaged by the Consultant in the performance of professional services under the terms of this Agreement.

B. Insurance. Before this Agreement shall become effective, the Consultant shall carry with insurance underwriters acceptable to YEDA, adequate comprehensive public liability, automobile liability, and property damage coverage for the protection of YEDA and the City from any liability or expense arising out of or as a result of the work, services, or activities of the Consultant or its officers, agents, employees, or contractors. The Consultant's insurance policies shall name YEDA and the City as additional named insureds. The amount of such coverage shall not be less than the liability limitation provisions of Title 51, Oklahoma Statutes, Section 154, and any amendment or addition thereto, nor the following:

1. Property Damage Liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) to any one person for any number of claims for damage to or destruction of property, including, but not limited to, consequential damages, arising out of a single accident or occurrence.

2. All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

3. Single Occurrence or Accident Liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

4. Comprehensive Automobile Liability coverage with a minimum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) per person and One Million Dollars (\$1,000,000.00) per accident for bodily injury or death and Twenty Five Thousand Dollars (\$25,000.00) for property damage.

C. Worker's Compensation and Employer's Liability. The Consultant shall maintain, during the term of the Agreement, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all their employees employed at the site of the project, and in case any work is subcontracted, the Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Consultant. In the event any class of employees engaged in work performed under the Agreement or at the site of the project is not protected under such insurance heretofore mentioned, the Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

D. The Consultant shall furnish YEDA a copy of insurance certificate(s) verifying such insurance coverage outlined above and which shall reflect that said insurance shall be noncancellable except upon ten (10) days' prior written notice to YEDA. Worker's Compensation verification may be provided on the Consultant's carriers' form/letterhead.

E. Any lapse of insurance coverage is declared a breach of this Agreement. YEDA may, at its option, suspend this Agreement until there is full compliance with this paragraph or terminate this Agreement for nonperformance. Nothing in Section shall or shall be deemed to affect, define, abate, or limit the obligations in Section A of this Article IV, "Indemnity," or any other paragraph relating to insurance or indemnification.

## V. AGREEMENTS OF CONSULTANT

A. The Consultant agrees that:

1. Qualifications. The Consultant is qualified to perform the services to be furnished under this Agreement and are permitted by law to perform such services.

2. Solicitation of Contract. The Consultant has not employed any person to solicit this Agreement and has not made and will not make any payment or any agreement for the payment of any commission percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this Agreement.

3. Interest. The Consultant does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property in the Project Plan's Project Area, or any other interests, whether or not in connection with the relevant properties, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this Agreement, any person having any such interest. The Consultant and any employees of the Consultant, so long as they are employed by the Consultant, will not acquire any such interests and will not, for their own account or for other than the City or YEDA, negotiate for any of the properties.

4. Facilities and Personnel. The Consultant has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed. If the Consultant proposes to employ any person or persons to make any review of machinery and equipment or other specialized elements or attributes or a property to be reviewed under this Agreement, the employment of such person or persons for such purpose shall not place YEDA under any obligation to such employee, nor relieve the Consultant of full responsibility for the faithful performance of the services to be furnished under this Agreement.

5. Equal Employment Opportunity. During the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. The Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

6. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of YEDA. The Consultant agrees to provide to the Executive Director of YEDA, for pre-engagement approval, a list of any subcontractors the Consultant intends to engage to perform services related to this Agreement. Such approval may not be unreasonably withheld.

7. Records. During the term of this Agreement and continuing for a period the longer of five (5) years after the final acceptance of the completed project by YEDA, or until the final resolution of any outstanding disputes between YEDA and the Consultant or any contractor(s) on the project, the Consultant shall maintain all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Agreement that have not been submitted to YEDA subsequent to final completion of the project, and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Consultant shall permit periodic audits by YEDA and its authorized representatives. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by YEDA and the Consultant. Agreement as to the time and place for audits may not be unreasonably withheld.

8. Ownership of Documents. All drawings, specifications, computations, sketches, survey results, photographs, renderings and other material pertaining to the services rendered or prepared in connection with this Agreement are the property of YEDA and will be delivered to YEDA upon completion, cancellation, or termination of this Agreement for whatever reason. YEDA may use materials prepared by the Consultant without reservation. It is understood, however, that the Consultant does not represent such material to be suitable for reuse on any other project or for any other project or for any other purpose. Any reuse by YEDA without specific written verification or adaptation by the Consultant will be at the risk of YEDA and without liability to the Consultant. Any such verification or adaptation by the Consultant will entitle the Consultant to further compensation at the rates to be agreed upon by YEDA and the Consultant.

9. Affidavits of Compliance. The Consultant will, if requested by YEDA, furnish YEDA with affidavits certifying compliance with the provisions of this Article V.

## **VI. NOTICES**

A. Notices from one party to the other pursuant to this Agreement shall be in writing and delivered or mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

To YEDA:

Larry Mitchell, Executive Director  
Yukon Economic Development Authority  
458 West Main Street  
Yukon, Oklahoma 73099

To the Architect:

Hans Butzer, AIA, AK NW, LEED AP, Director  
Butzer Architects and Urbanism, LLC  
718 West Sheridan Avenue  
Oklahoma City, Oklahoma 73102

B. The address of any party may be changed by notice to the other parties, given in the manner described above.

## VII. MISCELLANEOUS

A. No Extra Work Clause. No claims for extra work or services of any kind or character shall be recognized by or be binding on YEDA unless such work or service is first approved in writing by YEDA.

B. Termination for Convenience. YEDA may terminate this Agreement, in whole or in part, for the YEDA's convenience. YEDA may terminate by delivery of a notice to the Consultant, pursuant to Article VI of this Agreement. Upon receipt of the notice of termination, the Consultant shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to YEDA all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Agreement, whether complete or incomplete unless the notice directs otherwise. Upon termination for convenience by YEDA, YEDA shall pay the Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits, and conditions of this Agreement and as further limited by the not to exceed amounts set out in this Agreement. The rights and remedies of YEDA provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement. Termination herein shall not terminate or suspend any of the required provisions of Article IV of this Agreement.

C. Termination for Default. YEDA may cancel this Agreement, in whole or in part, for failure of the Consultant to fulfill or promptly fulfill its obligations under this Agreement. After due notice and thirty (30) days within which to correct the default, this Agreement may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Agreement's terms through no fault of the party initiating the termination. Termination herein shall not terminate or suspend any of the required provisions of Article IV of this Agreement.

D. Amendment. YEDA, by written notice to the Consultant, may modify the scope or quantity of the services to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Consultant or in the time required for their performance, equitable adjustment shall be made in the provisions of this Agreement for payments to the Consultant or for the time for performance of the services or for

both, and this Agreement shall be modified by agreement of the parties accordingly. Any amendment must be in writing and be approved by both parties.

E. Assignment. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior approval of YEDA. Provided, however, that claims for money due or to become due the Consultant from YEDA under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment shall be furnished promptly to YEDA.

F. Time is of the Essence. Both YEDA and the Consultant expressly agree that time is of the essence with respect to this Agreement, and the time for performance of each work task, established by task orders, shall be made a part of this Agreement and shall be strictly enforced.

G. Interest of YEDA. No member of the governing body of YEDA shall participate in any decision relative to this Agreement affecting, directly or indirectly, his or her personal interests. No such member and no other officer, agent, or employee of YEDA having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or proceeds of the Agreement.

H. Stop Work. Upon notice to the Consultant, YEDA may issue a stop work order suspending the performance of work and/or services under this Agreement.

I. Standard of Care. In providing the work and services herein, the Consultant shall maintain during the course of this Agreement the standard of reasonable care, skill, diligence, and professional competency for such work and/or services.

J. Compliance with Laws, Ordinance, Specifications, and Regulations. The Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations, and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Agreement.

K. Severability. In the event that any provision, clause, portion, subsection, section, or article of this Agreement is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of the remainder of this Agreement.

L. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Agreement.

M. Parties Bound. This Agreement shall be binding upon and inure to the benefit of all parties. This Agreement is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

N. Entire Agreement. This Agreement expresses the entire understanding of YEDA and the Consultant concerning the Agreement, and neither YEDA nor the Consultant has

made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth in this Agreement.

O. Execution. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

P. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same. The parties agree that if any legal action is brought pursuant to this Agreement, such action shall be instituted in the District Court of Canadian County.

Q. Third-Party Beneficiary. The City of Yukon is intended to be a third-party beneficiary of this Agreement but shall in no way incur any liability, indemnity or responsibility to Consultant under this Agreement.

R. Effective Date. The effective date of this Agreement shall be July 1, 2015, and shall terminate on June 30, 2016.

**IN WITNESS WHEREOF**, YEDA and the Consultants have executed this Agreement as of the date first above written.

YUKON ECONOMIC DEVELOPMENT AUTHORITY

BY:   
\_\_\_\_\_  
~~Larry Mitchell, Executive Director~~  
RAY WRIGHT, CHAIRMAN

BUTZER ARCHITECTS AND URBANISM, LLC

BY:   
\_\_\_\_\_  
Hans E. Butzer, Director

## **SCHEDULE OF FEES**

### *Hourly Rates*

- Principal: \$180/hr.
- Senior Architect: \$145/hr.
- Project Management: \$125/hr.
- Architect: \$105/hr.
- Senior Intern Architect: \$90/hr.
- Intern Architect: \$75/hr.
- Entry-level Intern Architect: \$65/hr.
- Administrative Support/Student Intern: \$50/hr.



**DATE:** July 1, 2015  
**FROM:** Mitchell Hort, Director  
**TO:** City Manager & City Council  
**RE:** Household Hazardous Waste Agreement

#### **MEMORANDUM**

It is time to renew the inter-governmental agreement with Oklahoma City for the regional household hazardous waste collection program. The renewal agreement will be from July 1, 2015 to June 30, 2016.



June 19, 2015

Eric Wenger, PE, Director/City Engineer  
Public Works Department  
City of Oklahoma City  
420 W. Main Street, Suite 700  
Oklahoma City, OK 73102

Re: City of Yukon/City of Oklahoma City Inter-Governmental Agreement for  
Regional Household Hazardous Waste

The term of the above-cities Agreement will conclude June 30, 2015. According to Article 4 of the Agreement, each participant may request a renewal, which would be for one fiscal year beginning July 1<sup>st</sup> to the following June 30<sup>th</sup>. The City of Yukon hereby requests a renewal of this Agreement under the same terms and conditions as imposed under terms of the current Agreement. The term for this renewal would be from July 1<sup>st</sup>, 2015 to June 30<sup>th</sup>, 2016.

Respectfully,

John Alberts  
Mayor

ORDINANCE NO. 1204

**AN ORDINANCE WHICH PROVIDES AMENDMENT TO THE CODE OF ORDINANCES OF THE CITY OF YUKON, OKLAHOMA BY AMENDING SECTION 98-14 BY PROVIDING FOR PARTICIPATION BY YUKON CUSTOMERS IN THE CITY OF OKLAHOMA CITY'S HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Yukon City Council by enactment of Ordinance 1118, established the rates, rules and regulations for the collection of solid waste; and

**WHEREAS**, it is necessary for the City of Yukon to establish a Hazardous Waste Collection and Disposal Program pursuant to the EPA Clean Water Act of 1987. It is deemed advisable to enter into an agreement with the City of Oklahoma City that will allow Yukon Solid Waste customers to dispose of Household Hazardous Waste at Oklahoma City's collection facility.

**BE IT ORDAINED BY THE COUNCIL FOR THE CITY OF YUKON, OKLAHOMA** that Section 98-14 of the Code of Ordinances, City of Yukon, Oklahoma is hereby amended to read as follows:

**SECTION 1:**

**Sec. 98-14 Disposal generally.**

a) All disposal of solid waste shall be by an approved method of incineration or by sanitary landfill and cover, such method and sites to be approved by the city council and the state department of health.

b) Pursuant to the agreement with the City of Oklahoma City, Household Hazardous Waste (HHW) may be delivered by the customer to the Oklahoma City HHW collection facility at Southwest 15<sup>th</sup> and Portland. Customers must provide proof of Yukon residency in the form of a valid drivers license and current Yukon Utility Statement. Charges for the disposal of HHW are as follows and will be billed by Oklahoma City to the City of Yukon which will bill the customer through the standard utility billing process. All non-liquid HHW products will be converted through use of an Equivalent Rate Unit (ERU) measurement scale:

≤ 7.5 gallons	.5 ERU	\$ 39.50
> 7.5 gallons to 15 gallons	1.0 ERU	\$ 79.00
> 15 gallons to 22.5 gallons	1.5 ERU	\$118.50

> 22.5 gallons	2.0 ERU	\$158.00
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[Note:] Minimum charge per vehicle per arrival = .5 ERU  
Maximum charge per vehicle per arrival = 2.0 ERU

Provisions not specifically amended shall remain in full force and effect.

**SECTION 2:**

An emergency is declared to exist and it is necessary for the public welfare, health and safety that this ordinance take effect immediately upon passage, approval and publication according to law.

PASSED AND APPROVED this 6 day of February, 2006, with the Emergency Clause passed separately.

*Bob Bradway*  
MAYOR

ATTEST:

*Patricia G. Harris*  
CITY CLERK  
(SEAL)





The City of  
**OKLAHOMA CITY**

July 5, 2007

City of Yukon  
Attn: Anna Waggoner  
P.O. Box 850500  
Yukon, OK 73085

Ms. Waggoner:

On July 3, 2007 The Oklahoma City Council approved renewal of the Inter-Governmental Agreement for a Household Hazardous Waste Collection and Management Service with the City of Yukon.

This renewal is effective July 1, 2007 through June 30, 2008.

Feel free to contact me at 682-7038 if additional information is requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Lyndel Gibson".

Lyndel Gibson, Manager  
City of Oklahoma City  
Household Hazardous Waste Facility

LF

**THE CITY OF YUKON** - *Office of the Mayor*

600 WEST MAIN • P. O. BOX 850500 • YUKON, OKLAHOMA 73085

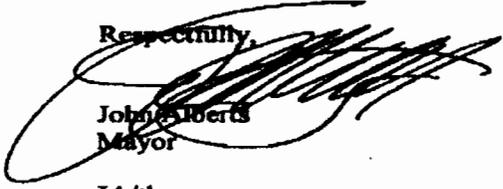
May 15, 2007

Dennis Clowers, Director  
Public Works Department  
City of Oklahoma City of Yukon  
420 W. Main Street, Suite 700  
Oklahoma City, OK 73102

Re: City of Yukon/City of Oklahoma City Inter-Governmental Agreement for  
Regional Household Hazardous Waste

The term of the above-cited Agreement will conclude June 30, 2007. According to Article 4 of the Agreement, each Participant may request a renewal, which would be for one fiscal year beginning July 1<sup>st</sup> to the following June 30<sup>th</sup>. The City of Yukon hereby requests a renewal of this Agreement under the same terms and conditions as imposed under terms of the current Agreement. The term for this renewal would be from July 1<sup>st</sup>, 2007 to June 30<sup>th</sup>, 2008.

Respectfully,



John Alberts  
Mayor

JA/tk

**YUKON**  
Community Development  
Stormwater Management

## Memo

**To:** Jim Crosby, City Manager, City Council Members  
**From:** Anna Waggoner, Stormwater Manager  
**CC:** Mitchell Hort, Director of Community Development  
**Date:** May 9, 2007  
**Re:** Inter-Governmental Agreement with Oklahoma City for a Regional Household Hazardous Waste Collection, and Management Project

---

This Inter-Governmental Agreement with Oklahoma City has to be renewed every fiscal year, July 1, 2007 – June 30, 2008, pursuant to #4 of the Agreement.

4. Each Participant may independently renew this Agreement beyond the Initial Term upon mutual agreement of Oklahoma City and the renewing Participant. Request for renewal shall be in the form of a letter from the authorized representative of the Participant must be received in July and may be accepted by the City Public Works Director on behalf of Oklahoma City. Each such renewal shall be for one fiscal year, July 1 to the following June 30. Provided however that no Participant in arrears in payment of charges for services render pursuant to this Agreement shall be permitted to renew this Agreement.

To make sure that the citizens of Yukon will be able to continue using Oklahoma City's Household Hazardous Waste (HHW) facility located at SW 15th and Portland, a letter from the Mayor requesting the renewal of the Agreement will. The letter can be sent to the HHW for Oklahoma City's Public Workers Director to sign.

City of Yukon  
528 West Main Street  
P.O. Box 850300  
Yukon, OK 73085  
405-354-6676  
Fax: 350-8922  
awaggoner@ci.yukon.ok.us

**Anna Waggoner**

**From:** belinda.scott@okc.gov  
**Sent:** Wednesday, May 09, 2007 11:22 AM  
**To:** Anna Waggoner  
**Cc:** lyndel.gibson@okc.gov  
**Subject:** MOU Renewal

Anna,

Pursuant to #4. of the MOU for HHW services, if the City of Yukon wishes to renew the MOU for next fiscal year, July 1, 2007 - June 30, 2008, I will need to receive written request from the City of Yukon signed by Mr. Bradway to requesting the renewal.

Please let me know if you have any questions.

*Belinda Scott*  
Administrative Coordinator I  
Household Hazardous Waste  
OFFICE: 405/682-7038  
FAX: 405/682-7039  
belinda.scott@okc.gov

=0

**An Inter-Governmental Agreement for a Regional  
Household Hazardous Waste  
Collection, and Management Project (the Project)**

**THIS AGREEMENT**, made and entered into this the 2<sup>nd</sup> day of February, 2007, by, between and among the City of Yukon (hereinafter referred to as "Participant") and The City of Oklahoma City (hereinafter referred to as "Oklahoma City").

**WITNESSETH:**

**WHEREAS**, the parties, referenced above, with The City of Oklahoma City acting as Lead Party, have resolved to enter into this Agreement to define the participation and expectations of each party and to coordinate the collection and management of household hazardous waste (HHW) and the implementation of a joint program; and

**WHEREAS**, the EPA Clean Water Act of 1987 requires the establishment of Hazardous Waste Collection and Disposal Programs for MS4 permits; and

**WHEREAS**, hazardous household waste is "a waste which would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste pursuant to the regulations of the Environment Protect Agency because it is generated by a household;" such HHW consisting of numerous products common to the average household, such as pesticides, paints, polishes, cleaners, and automotive supplies; and

**WHEREAS**, each party to this Agreement has independently researched the possible benefits and obligations of participating in and coordinate activities under the Project; and

**WHEREAS**, each party has determined that a regional cooperative HHW Education, Collection and Management Project will provide increased convenience/ participation and possibly result in a lower cost per participant and cost savings to all parties; and

**NOW, THEREFORE**, in consideration of the mutual goals and covenants contained herein, and the mutual benefits to result therefrom, the parties agree as follows,

1. The purpose of this Agreement is to establish a Regional HHW Collection and Management Project to affect cost savings, increase public convenience and participation, and educate the public about the proper management of HHW.

2. The term of this Agreement shall commence upon its effective date and conclude June 30, 2007 (which term shall be referred to as the "Initial Term" or the "Demonstration Period").

3. Each Participant shall have the right to terminate its participation under this Agreement at any time during the term of the Agreement for any reason, including, but not limited to, its own convenience. If any Participant under this Agreement elects to withdraw or terminate its participation under the Agreement prior to June 30, 2007, the withdrawing Party shall give Oklahoma City thirty (30) days prior written notice of the termination. Any Participant withdrawing from this Agreement must meet all financial commitments and other obligations up to the point of the termination or withdrawal. Withdrawal or termination shall not be effective until all financial commitments and other obligations shall be satisfied.

4. Each Participant may independently renew this Agreement beyond the Initial Term upon mutual agreement of Oklahoma City and the renewing Participant. Request for renewal shall be in the form of a letter from the authorized representative of the Participant must be received in July and may be accepted by the City Public Works Director on behalf of Oklahoma City. Each such renewal shall be for one fiscal year, July 1 to the following June 30. Provided however that no Participant in arrears in payment of charges for services render pursuant to this Agreement shall be permitted to renew this Agreement.

5. The City of Oklahoma City agrees to accept HHW from residents of Participant, with the understanding that The City of Oklahoma will maintain an accounting of these cross-jurisdictional amounts and reimbursement for their management. The residents will be required to comply with ordinances and policies for the disposition of HHW established by Oklahoma City, as may be amended from time to time.

6. The City of Oklahoma City, will bill each Participant (the city or county from which a participating resident has originated as such proof of residency is presented to Oklahoma City) separately after each collection occurrence and the participating Party will reimburse Oklahoma City in accordance with the terms of this Agreement. The Participant hereby agrees to establish and/or encumber funding for this Agreement and the services to be provided, and to timely pay for services provided. The Participant agrees that Oklahoma City may but is not required to inquire or investigate the residency of any person dropping off HHW beyond the address on the resident's drivers license.

7. Billings are considered due fifteen (15) calendar days after the date the bill is mailed. If payment is not received by the due date a ten (10%) percent late fee will be assessed to the Participant and service to residents of any delinquent Participants will be subject to termination seven (7) calendar days after the due date.

8. Oklahoma City shall assess a rate (based on national surveys) per equivalent rate unit (ERU) of fifteen (15) gallons per household. The fee structure per each resident per arrival or entry shall be evaluated by the following scale:

≤ 7.5 gallons	.5 ERU	\$ 39.50
> 7.5 gallons to 15 gallons	1.0 ERU	\$ 79.00
> 15 gallons to 22.5 gallons	1.5 ERU	\$118.50
> 22.5 gallons	2.0 ERU	\$158.00

**[Note:] Minimum charge per vehicle per arrival = .5 ERU  
Maximum charge per vehicle per arrival = 2.0 ERU**

9. Pursuant to the permit issued by the Oklahoma Department of Environmental Quality, Oklahoma City is prohibited from taking any waste other than products expressly produced for home use. No commercial products will be accepted. No products from commercial business or institutions will be accepted. No products from commercial vehicles shall be accepted.

10. This Agreement shall be deemed effective and legally binding upon execution by each of the parties hereto.

11. This Agreement may be amended upon the mutual agreement of the parties or their authorized representatives.

12. All notices required to be given hereunder, shall be in writing and shall be: delivered in person (and a confirming copy sent by first class mail); or shall be mailed by registered mail; or delivered by facsimile with a return receipt showing delivery (and a confirming copy sent by first class mail), to the following addresses:

(a) Notices to Oklahoma City:  
City Clerk  
The City of Oklahoma City  
200 North Walker Avenue, 2nd Floor  
Oklahoma City, Oklahoma 73102

and

Public Works Department  
Storm Water Quality Manager  
420 West Main Street, 6<sup>th</sup> Floor  
Oklahoma City, Oklahoma 73102

- (b) Notices to the Participant:  
City Clerk  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

The parties may hereafter designate, in writing and as provided herein, other or different persons or addresses for receipt of notice.

13. When any word in this Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where contrary intention plainly appears. When any word is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

14. The parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed in multiple counterparts, each of which shall constitute an original.

15. The parties hereto agree that it is not their intent to create any rights or benefits to any third parties and that no third party beneficiaries shall be created or shall be deemed to be created by this Agreement.

16. The parties hereto agree to abide by the applicable and constitutionally valid laws of the State of Oklahoma and the United States of America. The parties further agree that any action to enforce the provisions of this Agreement or any dispute over the interpretation of this Agreement shall be resolved and in a court of competent jurisdiction in Oklahoma County, Oklahoma.

17. This is the complete Agreement between the parties and no statements, representations or discussions not set forth herein shall be binding upon the parties and no party is or shall be bound by any statement or representation that does not conform with this document. No agent or any party to this Agreement has authority to alter, modify or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against any party. This Agreement may only be amended in writing as approved and executed by all parties hereto.

18. Time shall be deemed to be of the essence of this Agreement.

19. A breach of any provision of this Agreement shall be deemed to be a breach of the entire Agreement provided however the breaching party or parties shall be given thirty (30) days notice as provided herein during which to cure any breach prior to the termination of this Agreement. Provided however, the failure of any party hereto to

provide notice of a breach of this Agreement shall not be deemed a waiver of that breach or any subsequent breach of a similar or different kind or nature.

20. A determination that any provision or application of any provision of this Agreement to any party is prohibited or contrary to law shall be limited to the specific language and/or party so construed, and shall not effect the validity of the remaining provisions of the Agreement or its binding effect on any other party or parties.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**

Approved and executed by the City of Yukon this 5th day of December, 2006.

CITY OF YUKON  
(Participant)

Bob Budway

ATTEST: (Seal)

Patricia G. Harp  
City Clerk



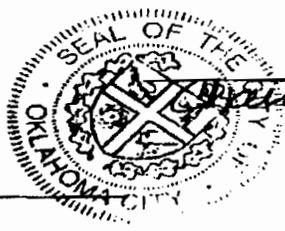
Approved and executed by The City of Oklahoma City this 2nd day of January, 2007.

THE CITY OF OKLAHOMA CITY

Patricia Harp

ATTEST: (Seal)

Greene Kerry  
City Clerk



Patricia Harp

REVIEWED for form and legality this 20 day of Dec, 2006.

Neil C. J.  
Assistant Municipal Counselor



**DATE:** June 19, 2015  
**FROM:** Kevin Jones, Fire Chief   
**TO:** Grayson Bottom, City Manager  
**RE:** Oklahoma Homeland Security Grant #550.024

**MEMORANDUM**

Dear Grayson,

OKOHS has awarded the Fire Department with a grant to purchase VHF mobile radio system for the trucks. This is a reimbursement grant in the sum of \$40,135.00. Upon receipt of the purchased item, a Reimbursement Request Form will be submitted.

KIM EDD CARTER  
DIRECTOR



MARY FALLIN  
GOVERNOR

STATE OF OKLAHOMA  
OFFICE OF HOMELAND SECURITY

TO: City of Yukon  
Grayson Bottom, City Manager  
FROM: Kim Edd Carter, Director *KEC*  
DATE: May 27, 2015  
RE: Oklahoma Office of Homeland Security 2013 Homeland Security Grant Program;  
VHF Mobile Radio System; # 550.024

Your agency has been selected to receive \$40,135.00, (the Proposed Award), pursuant to the Oklahoma Office of Homeland Security (OKOHS) fiscal year 2013 Homeland Security Grant Program (the 2013 Program). Among other initiatives, the 2013 Program provides this funding for the purchase of a VHF mobile radio system.

We have attached Schedule "C", which has a list of the approved items for this grant that should cost approximately \$40,135.00.

The 2013 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2013 (FEMA/DHS) Homeland Security Grant Program. Like previous FEMA/DHS/OKOHS grant programs, the 2013 Program is a reimbursement grant. The process requires the following actions:

- (1) Acceptance of the terms and conditions of the 2013 Program including but not limited to those noted on the attached Schedule "1";
- (2) You may purchase approved items listed on Schedule "C" however reimbursement from OKOHS is limited to the amount of the Proposed Award; and
- (3) Upon receipt of the purchased items, you will need to submit a Reimbursement Request Form with copies of the associated invoices to OKOHS. (Copies of the Reimbursement Request Form and the BDW are available on the OKOHS website at [www.homelandsecurity.ok.gov](http://www.homelandsecurity.ok.gov)).

Reimbursement checks are generally mailed to sub grantees by OKOHS within 30 days of receipt of the signed Reimbursement Request Form and associated invoices. If this process will cause a significant hardship, please contact OKOHS for further guidance.

The same terms, conditions and assurances that have been accepted by the City of Yukon in connection with grant # 520.001 are hereby incorporated by reference and will apply fully with respect to this grant. If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2013 Program, please so indicate by affixing your signature in the spaces provided on page two of this document and by returning, an original fully executed copy of this letter and each document listed on Schedule "1" (each of which is included with this



Oklahoma Office of  
**Homeland Security**

*Prevent, Protect, Prepare*

P.O. Box 11415  
Oklahoma City, OK 73136  
(405) 425-7296 Office (405) 425-7295 Fax  
[www.homelandsecurity.ok.gov](http://www.homelandsecurity.ok.gov)

**SUB-GRANTEE AWARD**

Sub-grantee – Required for Reimbursement <b>FEI#</b>		<b>DUNS #</b> 941989238		Original Award Amount <b>\$40,135.00</b>	
City of Yukon Grayson Bottom, City Manager PO Box 850500 Yukon, OK 73085		Award Number #550.024		Award Effective Date 9/11/2013	
Project Title/IJ Homeland Security Grant Program VHF Mobile Radio System/IJ #5		CFDA 97.073 (OKOHS # 97.073 - 5900)		Project Period 9/1/2013 – 7/31/2015	
Applicable Funds <b>Homeland Security Grant Program FY 2013 (SHSP - Local)</b>		Region 6		County Canadian	
Method of Payment: <b>This is a Reimbursement Grant.</b>			Is Sub-Grantee NIMS Compliant? (Please Check One) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official City or County Official (Mayor, City Manager, County Commissioner)			Project Contact/ Secondary Authorized Official (If Applicable)		
Title of Primary Authorized Official City Manager			Title of Secondary Authorized Official Training Coordinator		
Name Grayson Bottom			Name Kyle Trumbly		
Telephone 405-350-3939		Fax 405-350-8926		Telephone 405-354-2133	
Email <a href="mailto:gbottom@cityofyukonok.gov">gbottom@cityofyukonok.gov</a>		Fax 405 - 350 - 7688			
Signature of Primary Authorized Official: (Required)			Signature of Secondary Authorized Official: (Required)		
Date 6/3/15			Date 6-2-15		
The Primary Authorized Official certifies: <ul style="list-style-type: none"> <li>• Legal authorization to accept grants on behalf of the named governmental entity.</li> <li>• Proposed project can be completed by July 31, 2015</li> <li>• Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-5 (if applicable) each of which is attached hereto.</li> <li>• All submitted data is true and correct to the best of signatory's knowledge.</li> </ul>					
Special Conditions					
OKOHS Approving Official <b>Kim Edd Carter</b> Director			OKOHS Contact Information Oklahoma Office of Homeland Security P.O. Box 11415 Oklahoma City, OK 73136-0415		
Signature of OKOHS Approving Official 			Telephone (405) 425-7296		Fax (405) 425-7295

award packet) to OKOHS, Post Office Box 11415, Oklahoma City, Oklahoma 73136.0415 on or before **June 12, 2015**.

Should you have questions or need additional assistance contact Robbie Foster at 405-425-7510 or by e-mail at [robbie.foster@okohs.ok.gov](mailto:robbie.foster@okohs.ok.gov) or Christina Daron at 405-425-7591 or by email at [christina.daron@okohs.ok.gov](mailto:christina.daron@okohs.ok.gov).

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this 2 day of JUNE 2015:

Government/Agency Name: City of Yukon

Signature: 

Printed Name: Kyle Trumbly

Title: Training Coordinator



Award ID#	Region	Subgrantee	Agency	UJ#	Project Description	Program	State / Local	ITEM (Approval Requested)	Est. Unit Cost	Qty	Total	May 2015 Approvals	Revised Award Amount	Total Approved To Date	Checks Written	Current Available
550.024	6	Yukon, City of	OKOHS	5	VHF Radio System	SHSP	Local	SVR-250 Mobile Repeater VHF	\$ 1,725.00	13.00	\$ 22,425.00	\$22,425.00	\$ 40,135.00	\$ 40,135.00	\$ -	\$ 40,135.00
550.024	6	Yukon, City of	OKOHS	5	VHF Radio System	SHSP	Local	Presclector	\$ 250.00	13.00	\$ 3,250.00	\$3,250.00				
550.024	6	Yukon, City of	OKOHS	5	VHF Radio System	SHSP	Local	Dual Notch Filter	\$ 250.00	13.00	\$ 3,250.00	\$3,250.00				
550.024	6	Yukon, City of	OKOHS	5	VHF Radio System	SHSP	Local	Interface Cable	\$ 80.00	13.00	\$ 1,040.00	\$1,040.00				
550.024	6	Yukon, City of	OKOHS	5	VHF Radio System	SHSP	Local	1/4 Wave Mobile Antenna	\$ 25.00	13.00	\$ 325.00	\$325.00				
550.024	6	Yukon, City of	OKOHS	5	VHF Radio System	SHSP	Local	CM-200D Mobile Radio, VHF, 45 Watt, 32 Channel	\$ 460.00	7.00	\$ 3,220.00	\$3,220.00				
550.024	6	Yukon, City of	OKOHS	5	VHF Radio System	SHSP	Local	Installation	\$ 6,000.00	1.00	\$ 6,000.00	\$6,000.00				
550.024	6	Yukon, City of	OKOHS	5	VHF Radio System	SHSP	Local	Licensing	\$ 625.00	1.00	\$ 625.00	\$625.00				

KEC  
 5-27-15

**ORDINANCE NO. 1321**

**AN ORDINANCE PROVIDING FOR A FEE TO DEFRAY COSTS OF COLLECTING DELINQUENT FINES, FEES, COURT COSTS, AND MANDATORY STATE FEES PURSUANT TO 11 OKLAHOMA STATUTE §22-138; AND DECLARING AN EMERGENCY**

**STATE OF OKLAHOMA     §**  
**COUNTY OF CANADIAN   §**

WHEREAS, 11 Oklahoma Statute §22-138 authorizes the City of Yukon to contract with a collection agency for the collection of debts, accounts receivable, court penalties, costs, fines and fees in cases in Municipal Court in which the accused has failed to appear or otherwise failed to satisfy a monetary obligation ordered by the court and to impose an additional fee of up to thirty-five percent on each debt or account receivable which has been referred to the agency for collection; and

WHEREAS, the City of Yukon has determined that it is in the public interest to ensure the prompt payment of delinquent court-imposed fines, fees, court costs, and other mandatory state fees as provided by said statute; and

WHEREAS, the City of Yukon, pursuant to 11 Okla. Statute §22-138 has entered into a contract with a private agency to provide services for the collections of fines, fees, court costs, and other mandatory state fees due the City of Yukon; and

WHEREAS, the City of Yukon deems it in the public interest to pass this Ordinance authorizing an additional collection fee for an amount not to exceed 35% for the collection of delinquent fines, fees, court costs, and other mandatory state fees due the City of Yukon;

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF YUKON, OKLAHOMA THAT:**

**SECTION 1. COLLECTION FEE.** In accordance with 11 Okla. Statute §22-138, there is hereby imposed an additional fee for an amount not to exceed 35% for the collection of delinquent fines, fees, court costs, and other mandatory state fees due the City of Yukon that have been referred to a private agency for collection.

**EMERGENCY CLAUSE.** This Ordinance shall be effective from and after its date of passage.

**PASSED AND APPROVED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF YUKON, OKLAHOMA**

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



June 29, 2015

Mr. Grayson Bottom  
City Manager  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

Re: 2014 Wastewater Treatment Plant Rehabilitation and Improvements

Dear Mr. Bottom:

We recommend the City accept the project and execute the maintenance bonds.

Should you have any questions or comments, please contact me at (405) 752-1122.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robbie Williams", written in a cursive style.

Robbie Williams, P.E.

RDW: jls/Attachment:

cc: Arnold Adams, City of Yukon  
File E189

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Western Surety Company  
P.O. Box 5077  
Sioux Falls, South Dakota 57117-5077

That we, Wynn Construction, Inc. as Principal, and as Surety, are held and firmly bound unto the CITY OF YUKON of the State of Oklahoma, in the full and just sum of One Million One Hundred Seventy Thousand Eight Hundred Dollars and No Cents DOLLARS (\$1,170,800.00) such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of One Hundred Seventy Five Thousand Six Hundred Twenty Dollars and No Cents DOLLARS (\$175,620.00).such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 10 day of March, A D , 20 14.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Wynn Construction Co., Inc., 11901 N. Eastern Ave., Oklahoma City, OK 73131 and the CITY OF YUKON dated this 10 day of March, 2014, agreed to construct in the City of Yukon:

**2014 WASTEWATER TREATMENT PLANT REHABILITATION AND IMPROVEMENTS  
CITY OF YUKON, OKLAHOMA**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the City Clerk of the City of Yukon; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of two (2) years from the date of acceptance of the completed project by the CITY OF YUKON.

NOW, THEREFORE, if the said Principal shall pay or cause to be paid to the Authority all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years from and after acceptance of said project by the Authority; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all sub-contractors; and if Principal shall save and hold the Authority harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or materials for a period of two (2) years and at any time repairs shall be necessary that the cost of making repairs shall be determined by the CITY OF YUKON, or some person(s) designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Witness:

Wynn Construction Co., Inc

Lyle Bahner  
Secretary

By Rick Thompson  
Rick Thompson, President



Western Surety Company

Witness:

Loa Calder  
Secretary

By Jana D. Dean  
Jana D. Dean, Attorney-in-Fact

Approved as to form this 10th day of March, A.D., 2014.

[Signature]  
City Attorney

Approved by the CITY OF YUKON this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Secretary

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Gary Jarmon, Sharon Dean Mc Cain, David Dutton, Michael F Ross, Jana D. Dean, Bill Orcutt, Jeffrey J Burton, Dillon B Rosenhamer, Individually**

of Oklahoma City, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of October, 2012.



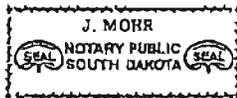
WESTERN SURETY COMPANY

Paul T. Brufat  
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of October, 2012, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



J. Morr  
J. Morr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of March, 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

***Community Development Block Grant (CDBG)  
2015 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 2015 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 2015 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)  
2015 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 2015 CDBG application. During the hearing the five (5) items listed above will be explained to the public. Records of the 2015 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 2015 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 2015 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 2015 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 2015 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)  
2015 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 2015 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 2015 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 2015 CDBG program.

Adopted this 7th day of July, 2015 by the City Council/Board of Commissioners of the City of Yukon.

\_\_\_\_\_  
Chief Elected Official

ATTEST:

\_\_\_\_\_  
Clerk's Signature

**COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM**

**STATEMENT OF NEEDS**

2015 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. 11<sup>th</sup> 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 2015 for roadway, drainage, and sanitary sewer line improvements in order to improve the area's health, safety, and welfare.

Adopted this 7th day of July, 2015 by the City Council and the City of Yukon.

\_\_\_\_\_  
John Alberts, Mayor

ATTEST:

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

**RESOLUTION NO. 2015 - 11**

**RESOLUTION ALLOCATING \$94,077.00 AS A MATCH FOR A COMMUNITY DEVELOPMENT BLOCK GRANT OF \$94,077.00 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 \$94,077.00 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 \$94,077.00 is hereby committed, to be used as a match for a Community Development Block Grant in the amount of \$94,077.00 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. 11<sup>th</sup> Street, and Piedmont Road/Cornwell Drive.
3. The Mayor is hereby authorized to execute documents necessary to the grant application.

**ADOPTED**, this 7th day of July 2015, by the City Council and the City of Yukon.

\_\_\_\_\_  
John Alberts, Mayor

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

## ATTACHMENT D

## RESOLUTION NO. 2015 - 12

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
2015 SMALL CITIES PROGRAM**

**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 City of Yukon 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 Mayor and City Council that City of Yukon 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 that City of Yukon 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 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 7<sup>th</sup> day of July 2015, at a regularly scheduled meeting of the City Council of the City of Yukon, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

\_\_\_\_\_  
John Alberts, Mayor

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

Subscribed and sworn before me July 7, 2015. My commission expires \_\_\_\_\_, 20\_\_\_\_.