



September 17, 2013

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

Yukon City Council / Yukon Municipal Authority Work Session
Centennial Building - 12 South 5th Street
September 17, 2013 – 6:00 p.m.

There is no work session preceding the September 17, 2013 City Council Meeting.

City Council - Municipal Authority Agendas

September 17, 2013 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, September 16, 2013.

Invocation: Pastor Bob Younts, First United Methodist Church

Flag Salute:

Roll Call: Ken Smith, Mayor
Rick Opitz, Vice-Mayor
John Alberts, Council Member
Nick Grba, Council Member
Michael McEachern, Council Member

Presentations and Proclamations

“Constitution Week”

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 September 3, 2013**
- B) Payment of material claims in the amount of \$175,238.38**

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 September 3, 2013**
- B) Payment of material claims in the amount of \$396,325.14**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation, or trade**
- D) Consider approving installation of four stop signs and two speed limit signs in Wagner Lake Addition, as recommended by the Traffic Commission**
- E) Consider directing the City Manager to engage the City Engineer to investigate standards and location placement of rumble strips along Stone Mill Blvd., Meadow Run Ct., and Stony Brook, as recommended by the Traffic Commission**
- F) Setting the date for the next regular Council meeting for October 1, 2013, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

ACTION _____

2. Reports of Boards, Commissions and City Officials

- 3. Consider approving an expenditure of funds in an amount not to exceed \$400,000.00, for a construction project to install a splash pad/restroom facility at Sunrise Park, to be paid from the 2012 Series A Revenue Bond, with a \$100,000.00 reimbursement grant from Oklahoma Tourism and Recreation Department, as recommended by the Parks and Recreation Director**

ACTION _____

- 4. Consider approving an expenditure of funds in amount not to exceed \$150,140.95, for Jackie Cooper Gym floor replacement, to be reimbursed as an Insurance claim, as recommended by the Parks and Recreation Director**

ACTION _____

- 5. Consider approving an expenditure of funds in an amount not to exceed \$124,560.00, for design services for the Health Center Parkway Extension, as recommended by the City Manager**

ACTION _____

6. Consider accepting a 2013 Community Development Block Grant from the Oklahoma Department of Commerce, for Water System Improvements, in the amount of \$63,595.00

ACTION _____

7. Consider and approve Resolution 2013-13, a Resolution declaring the intent to consider approval of a project and creation of a Tax Increment District or Districts under the Local Development Act; directing preparation of a project plan; appointing a Review Committee; directing the Review Committee to make findings as to eligibility and financial impact, if any, on taxing jurisdictions within the district; and directing the review committee to make a recommendation with respect to a proposed project and project plan

ACTION _____

8. City Manager's Report – Information items only
 - A. Sales Tax
 - B. Report on Yukon Economic Development Authority
 - C. Report on 5th Street
9. New Business
10. Council Discussion
11. Adjournment



PROCLAMATION

Whereas, September 17, 2013, marks the two hundred twenty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and,

Whereas, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

Now, **Therefore I**, Ken Smith by virtue of the authority vested in me as Mayor of the City of Yukon, Oklahoma do hereby proclaim the week of September 17 through 23 as

“Constitution Week”

And urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

Given under my hand and Seal of the City of Yukon this 17th day of September, 2013.

Ken Smith, Mayor

Douglas A. Shivers, City Clerk

Yukon Municipal Authority Minutes September 3, 2013

ROLL CALL: (Present) Ken Smith, Chairman
Rick Opitz, Vice-Chairman
John Alberts, Trustee
Nick Grba, Trustee
Michael McEachern, 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 August 20, 2013**
- B) Payment of Material claims in the amount of \$68,718.36**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of August 20, 2013 and Payment of Material claims in the amount of \$68,718.36, was made by Trustee Opitz and seconded by Trustee Grba.

The vote:

AYES: Grba, McEachern, Smith, Alberts, Opitz

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2012

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<i>Cutting Edge Signs</i>	82-8675-16-5
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>8/27/13</i>	<i>Horseshoe court signage</i>	<i>\$1,660.00</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

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City

CUTTING EDGE SIGNS

1302 S. CHOCTAW
EL RENO, OK 73036
405-262-4300

Invoice

DATE	INVOICE #
8/27/2013	6784

BILL TO:

CITY OF YUKON
500 W MAIN
YUKON, OK 73099

CONTACT	TERMS	PHONE #	DUE DATE
JAN SCOTT	NET 15	350-8937	9/11/2013

ITEM	SIZE/ MATERIAL	DESCRIPTION	QTY	RATE	AMOUNT
Signage	27"x72 HDU	HORSESHOE CLUB: 1.5" 18lb High Density Urethane sign. Handcarved copy gilded in 23kt Gold Leaf, outlined in black enamels. Other copy painted in gold metallic enamels.	1	2,400.00	2,400.00
Signage	4"x 6" Cedar Posts	7' Painted cedar posts w/ HDU tops	2	50.00	100.00
Signage	Add for Gold Leaf	23kt Gold leaf upgrade	1	285.00	285.00
Install	Deliver/Install	Install	1	75.00	75.00
CREDIT	discount	per Chris Thanks Jan!		-1,200.00	-1,200.00

THANK YOU FOR YOUR ORDER!!

Total **\$1,660.00**

ALL SIGNAGE REMAINS PROPERTY OF CUTTING EDGE SIGNS UNTIL INVOICE HAS BEEN PAID IN FULL.

Yukon Horseshoe Courts

Yukon City Park

This project is requested to improve the courts and bring them to the required standards to host tournaments. The courts were built in 1978 and are in need of much needed repairs.

<u>Project</u>	<u>Company</u>	<u>Bid</u>	<u>Cost</u>
Concrete 12 Courts	Lil J Construction <i>(includes sidewalk, leveling, dirt work & removal)</i>	\$ 18,940.00	\$ 18,940.00
	Anderson Concrete <i>(does not include sidewalk, dirt work)</i>	\$ 15,100.00	
Black Vinyl Fence	Seikel Fence	\$ 8,162.50	
	Fence Pro <i>(Local, completed work at Sunrise Park)</i>	\$ 7,201.00	\$ 7,201.00
Horseshoe Club Sign (6', Handcarved)			
6' Handcarved	Cutting Edge Signs (gold letters)	\$ 1,375.00	\$ 1,660.00
	Sign Works	\$ 2,200.00	
Sod (Bermuda for the inside fence, shade grass around pavilion)			
	Sod by Sherry <i>(Donated portions and did both Spirit League and Soccer Fields at Taylor)</i>	\$ 3,708.50	\$ 3,708.50
	El Reno Sod	\$ 4,003.00	
	Mustang Sod <i>(does not have shade grass)</i>	\$ 2,681.25	
Backstops (12) Made fr	Lowe's	\$ 750.00	\$ 750.00
Bleachers (4) Green Powdercoat, double plank	BSN Sports	\$ 4,874.96	\$ 4,874.96
Picnic Tables (2) Green Powdercoat to match bleachers	BSN Sports	\$ 1,599.98	\$ 1,599.98
	Belson	\$ 1,350.00	
Court Rules	Jack Pratt		\$ 209.99
Not yet completed			
Court Lighting - 4 poles, 4 fixtures, electric, footings, install			(five poles per George M.)
<i>(Proposal to sign)</i>	Dane & Assoc. Electric	\$ 15,000.00	\$ 17,600.00
	Dan Dill Electric	\$ 24,875.00	
Landscaping			\$ 800.00
Park Benches (2)	Belson	\$ 2,800.00	\$ 2,800.00
Dog Waste Receptacles (3)			

Pet Waste Eliminator	\$	1,351.99		
Grainger	\$	2,561.61		
Gladiator Pet Waste Station	\$	1,466.25	\$	1,466.25

Total Repair Cost: \$ 61,610.68

Repair/Maintenance Amt. \$ 61,631.19

- 2A. Consider approving an expenditure of funds in an amount not to exceed \$61,631.19, for a construction project to upgrade the Yukon Horseshoe 12 pit complex in the City Park, to be paid from the 2012 Series A Revenue Bond, as recommended by the Parks and Recreation Director

ACTION

- 3A. Consider ~~renewing an agreement with Capitol Decisions, Inc., for consultant and advisory services for the term May 1, 2013 through April 30, 2014, at a cost of \$7,500.00 per month~~

ACTION

- 4A. Consider approving Supplement No. 1 (for Yukon to survey the boundaries of each existing water well location and associated pipelines to determine their exact legal descriptions and locations) to the Uniform Water Lease Agreement between the City of Yukon and the City of Oklahoma City Airport Trust

Consent agenda

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 April 16, 2013
- B) Payment of material claims in the amount of \$
- C) The renewal of the existing Radio System License Agreement with the City of Oklahoma City for the term July 1, 2013 through June 30, 2014
- D) Accepting Oklahoma Department of Environmental Quality Permit No. WL000009130242 for the construction of approximately 315 linear feet of 8-inch water lines and appurtenances to serve the City of Yukon Garth Brooks Commercial Park Phase IV Water Line Extension Project, Canadian County, Oklahoma
- E) Setting the date for the next regular Council meeting for **WEDNESDAY, May 22, 2013, 7:00 p.m.**, in the Council Chambers of the Centennial Building, 12 S. Fifth St.

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2012

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Brewer Construction Company</u>	82-8675-16-5
CREDITOR	TRUST NO.

<u>ITEM</u>		<u>ITEM NO.</u>
<u>9/6/13</u>	<u>concrete asphalt paving</u>	<u>\$2,832.00</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



September 9, 2013

Arnold Adams
Public Works Director
City of Yukon
P.O. Box 850500
Yukon, OK 73085

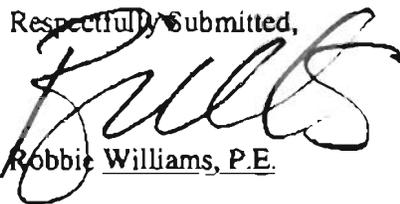
**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
Guardrail Repair @ HWY 4 & Wagner Road
Estimate #1 & Final**

Dear Mr. Adams:

Please find attached Brewer Construction Company Yukon Claim # 2013-47 in the amount of \$2,832.00 for which we recommend payment.

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

Respectfully Submitted,



Robbie Williams, P.E.

RW/jh

Attachment

cc: J.I. Johnson, Yukon City Treasurer
File E195

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82985 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972

September 6th, 2013

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

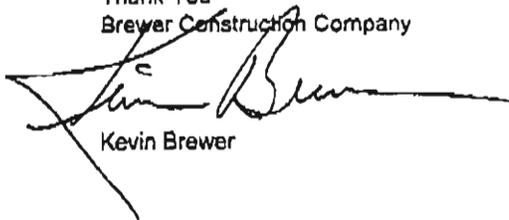
RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
Guardrail Repair @ HWY 4 & Wagner Rd.

Yukon Claim # 2013 - 47

Estimate # 1 & Final

Description	Quantity	Unit Bid Price	Unit Bid Total
Replace 5 Post, & End Shoe & Reinstall New Rail W/ Bridge End Marker Sign & Post	1 L.S.	\$ 2,832.00	\$ 2,832.00
		Total Due	\$ 2,832.00

Thank You
Brewer Construction Company



Kevin Brewer

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2012

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Brewer Construction Company</u>	82-8675-16-5
CREDITOR	TRUST NO.

<u>ITEM</u>		<u>ITEM NO.</u>
<u>9/6/13</u>	<u>concrete asphalt paving</u>	<u>\$6,220.28</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



September 9, 2013

Arnold Adams
Public Works Director
City of Yukon
P.O. Box 850500
Yukon, OK 73085

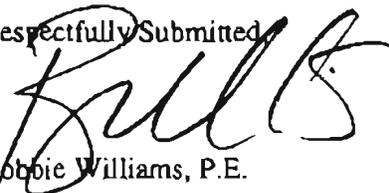
**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
6" Storm Sewer Improvements @ 716 & 712 Kali
Estimate #1 & Final**

Dear Mr. Adams:

Please find attached Brewer Construction Company Yukon Claim # 2013-46 in the amount of \$6,220.28 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: J.I. Johnson, Yukon City Treasurer
File E195

Brewer Construction Co.

3301 SW 8th St. - Oklahoma City, OK 73181
PO Box 18453 - Oklahoma City, OK 73161
405-777-4968
Fax 405-495-1972

NOT CIP/ROAD

Regulo

September 6th, 2013

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

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
6" Storm Sewer Improvements @ 716 & 712
Kali

Yukon Claim # 2013 - 46

Estimate # 1 & Final

Description	Quantity	Unit Bid Price	Unit Bid Total
6" Bore	28 L.F.	\$ 59.00	\$ 1,652.00
6" Sewer Pipe DR-18	28 L.F.	\$ 15.00	\$ 420.00
Trenching 0-10' (Bar Ditch)	185 L.F.	\$ 14.00	\$ 2,590.00
Saw Cutting	9 L.F.	\$ 5.40	\$ 48.60
Solid Slab Sod 0-200 sy	166.67 S.Y.	\$ 2.50	\$ 416.68
Crushed Rock	2 Ton	\$ 29.00	\$ 58.00
1-0 Inlet No Hoods	1 Ea.	\$ 1,035.00	\$ 1,035.00
Total Due & Final			\$ 6,220.28

Thank You
Brewer Construction Company

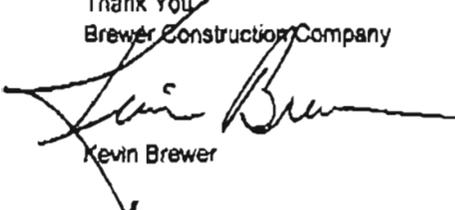

Kevin Brewer

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2012

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Brewer Construction Company</u>	82-8675-16-5
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>9/6/13</u>	<u>concrete asphalt paving</u>	<u>\$ 49,286.00</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



September 9, 2013

Arnold Adams
Public Works Director
City of Yukon
P.O. Box 850500
Yukon, OK 73085

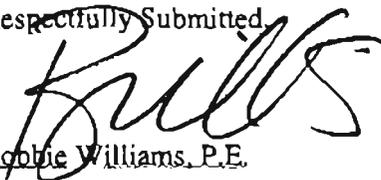
**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
CIP Sanitary Sewer Sheet 3
Priority #1, 502-503 Palais – 403-415 Linda
Estimate #3**

Dear Mr. Adams:

Please find attached Brewer Construction Company Yukon Claim # 2013-45 in the amount of \$49,286.00 for which we recommend payment.

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

Respectfully Submitted,



Robbie Williams, P.E.

RW/jh

Attachment

cc: J.I. Johnson, Yukon City Treasurer
File E195

Brewer Construction Co.

8501 SW 8th St. - Oklahoma City, OK 73128
 PO Box 52485 - Oklahoma City, OK 73148
 405-787-4962
 Fax 405-495-8978

September 6th, 2013

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

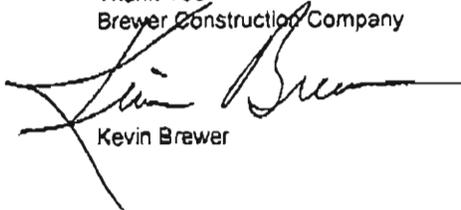
RE: 2011 Yukon Concrete, Asphalt Paving
 W/ Drainage, Water And Sewer Contract
 CIP Sanitary Sewer Sheet 3
 Priority # 1
 502-503 Palais - 403-415 Linda

Yukon Claim # 2012 - 45

Estimate # 3

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	1171 L.F.	\$ 80.00	\$ 93,680.00
Re-Connect Sewer Service	31 Ea.	\$ 360.00	\$ 11,160.00
Rehabilitate Manhole	7 Ea.	\$ 680.00	\$ 4,760.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 200sy +	266 S.Y.	\$ 2.25	\$ 598.50
T.V. Inspection	593 L.F.	\$ 3.85	\$ 2,283.05
Total Completed			\$ 112,481.55
Less 5 % Retainage			\$ (5,624.07)
Less Previously Paid			\$ (57,571.48)
Total Due Est. # 3			\$ 49,286.00

Thank You
 Brewer Construction Company



Kevin Brewer

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2012

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Brewer Construction Company</u>	82-8675-16-5
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>9/6/13</u>	<u>concrete asphalt paving</u>	<u>\$ 17,953.71</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



September 9, 2013

Arnold Adams
Public Works Director
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
CIP Sanitary Sewer Sheet 21**

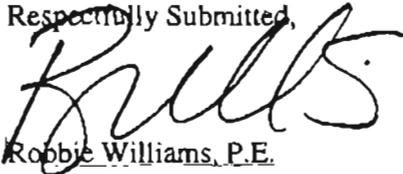
**Priority #8, 1032 W. Oak to 305 Garth Brooks
Estimate #2 & Final**

Dear Mr. Adams:

Please find attached Brewer Construction Company Yukon Claim # 2013-44 in the amount of \$17,953.71 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: J.L. Johnson, Yukon City Treasurer
File E195

Brewer Construction Co.

5501 SW 8th St - Oklahoma City, OK 73128
 PO Box 82985 - Oklahoma City, OK 73148
 405-787-8962
 Fax 405-495-8972

September 6th, 2013

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

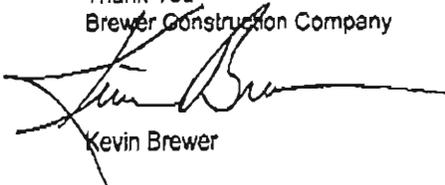
RE: 2011 Yukon Concrete, Asphalt Paving
 W/ Drainage, Water And Sewer Contract
 CIP Sanitary Sewer Sheet 21
 Priority # 8
 1032 W. Oak to 305 Garth Brooks

Yukon Claim # 2013 - 44

Estimate # 2 & Final

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Sanitary Sewer	320 L.F.	\$ 18.50	\$ 5,920.00
8"x4" Wye	1 Ea.	\$ 67.00	\$ 67.00
Trenching 0-10'	320 L.F.	\$ 14.00	\$ 4,480.00
Rehab Existing Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Depth Manhole	0 V.F.	\$ 120.00	\$ -
Crushed Rock	48 ton	\$ 29.00	\$ 1,392.00
Manhole Ring & Lid	0 Ea.	\$ 285.00	\$ -
Saw Cutting	88 L.F.	\$ 5.40	\$ 475.20
Driveway Replacement	192 S.Y.	\$ 72.00	\$ 13,824.00
Concrete Removal	112 S.Y.	\$ 6.50	\$ 728.00
Solid Slab Sod 200sy +	356 S.Y.	\$ 2.25	\$ 801.00
Sewer Line Testing	320 L.F.	\$ 1.95	\$ 624.00
Total Completed			\$ 29,671.20
Less Previously Paid			\$ (11,717.49)
Total Due			\$ 17,953.71

Thank You
 Brewer Construction Company



Kevin Brewer

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2012

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Brewer Construction Company</u>	<u>82-8675-16-5</u>
CREDITOR	TRUST NO.

<u>ITEM</u>	<u>ITEM NO.</u>
<u>9/6/13</u>	<u>concrete asphalt paving</u>
<u>DATE</u>	<u>PURPOSE</u>
	<u>\$93,275.25</u>
	<u>AMOUNT</u>

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



September 9, 2013

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

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
CIP #17, 5th Street from Main to Ash
Estimate #1
2012 Revenue Bond Series B**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2013-43 in an amount of \$93,275.25 for which we recommend payment.

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

Respectfully Submitted,

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

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195/Pay Claims/Road Projects

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
 PO Box 82815 - Oklahoma City, OK 73148
 405-787-4962
 Fax 405-495-8972

September 6th, 2013

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

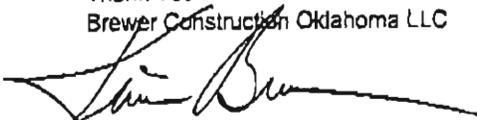
RE: 2011 Yukon Concrete, Asphalt Paving
 W/ Drainage, Water And Sewer Contract
 CIP # 17 5th street From Main to Ash

Yukon Claim # 2013 - 43

Estimate # 1

6" Concrete With Aggregate Base Description	Quantity	Unit Bid Price	Unit Bid Total
Concrete Pavement Removal	650 S.Y.	\$ 6.50	\$ 4,225.00
Asphalt Pavement Removal	1625 S.Y.	\$ 6.50	\$ 10,562.50
Curb Removal	100 L.F.	\$ 7.70	\$ 770.00
Unclassified Excavation	450 C.Y.	\$ 16.50	\$ 7,425.00
6" Concrete Paving	700 S.Y.	\$ 40.00	\$ 28,000.00
1" Addl. PC Concrete Paving	1400 S.Y.	\$ 8.50	\$ 11,900.00
Reinforcing Steel	4200 Lbs.	\$ 1.25	\$ 5,250.00
Manhole Adjustment	0 Ea.	\$ 940.00	\$ -
Valve Box Adjustment	0 Ea.	\$ 400.00	\$ -
2'8" Concrete Curb & Gutter	0 L.F.	\$ 22.00	\$ -
4" Concrete Sidewalk	0 S.Y.	\$ 42.00	\$ -
Handicap Ramp	0 S.Y.	\$ 220.00	\$ -
Odor Type A Agg. Base	758.33 Ton	\$ 34.00	\$ 25,783.22
Solid Slab Sod 200sy +	0 S.Y.	\$ 2.25	\$ -
Saw Cutting	750 L.F.	\$ 5.40	\$ 4,050.00
Traffic Control	0.25 L.S.	\$ 875.00	\$ 218.75
Total Completed			\$ 98,184.47
Less 5 % Retainage			\$ (4,909.22)
Total Due Est. # 1			\$ 93,275.25

Thank You
 Brewer Construction Oklahoma LLC



Kevin Brewer

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2012

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<i>Triad Design Group</i>	82-8675-16-5
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>9/5/13</i>	<i>RB #39 - 3rd & Yukon</i>	<i>\$491.41</i>
DATE	PURPOSE <i>intersection</i>	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



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

Invoice No. 8601
Project No. E195.00 BG 14
Statement No. 1
Date: September 5, 2013
CIT220

Re: RB#39-3rd & Yukon Intersection

Architectural and Engineering Services through August 25, 2013

RB#39 - 3rd & Yukon Intersection

Technician	1.00	Hrs	x	\$66.41	=	66.41
Survey	5.00	Hrs.	x	<u>\$85.00</u>	=	425.00

	<u>\$491.41</u>
Less Previous Billings	<u>0.00</u>
Amount Due	\$491.41

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

2011 Concrete and Asphalt Paving, Drainage,
Water and Sewer Project

RB#39-3rd & Yukon Intersection

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

5th day of September, 2013



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 2012

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Triad Design Group</u>	82-8675-16-5
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>9/5/13</u>	<u>Well Field line relocation</u>	<u>\$ 332.05</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.

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

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

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City

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

2011 Concrete and Asphalt Paving, Drainage,
Water and Sewer Project

Well Field Relocation for OKC Portland Road

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.

Greg Wang
Architect, Supplier, Contractor Engineer

Subscribed and sworn to before me this

5th day of September, 2013

Mary Jo Johnston
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 2012

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Triad Design Group</u>	<u>82-8675-16-5</u>
CREDITOR	TRUST NO.

ITEM	ITEM NO.
<u>9/5/13</u>	<u>\$1,062.56</u>
DATE	AMOUNT
<u>Main & RR waterline repair</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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YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City

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

2011 Concrete and Asphalt Paving, Drainage,
Water and Sewer Project

Main St. & RR Waterline Repair

STATE OF _____ OKLAHOMA _____
COUNTY OF _____ OKLAHOMA _____ SS

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.



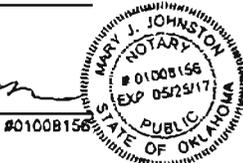
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

_____ 5th day of September, 2013 _____



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 2012

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Triad Design Group</u>	82-8675-16-5
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>9/5/13</u>	<u>SH-4 - 11th Street channel</u>	<u>\$2,125.12</u>
DATE	PURPOSE <i>improvements</i>	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City

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

2011 Concrete and Asphalt Paving, Drainage,
Water and Sewer Project

SH-4 to 11th Street Channel Improvement

STATE OF _____ OKLAHOMA _____

SS

COUNTY OF _____ OKLAHOMA _____

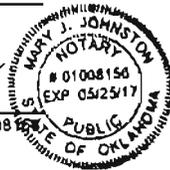
The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn on oath, says that this invoice or claim is truth and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed, or supplied) in accordance 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.

Dee Song
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

5th day of September, 2013

Mary Johnston
Notary Public (or Clerk or Judge) #01008



My Commission Expires: May 25, 2017

Yukon City Council Minutes September 3, 2013

The Yukon City Council met in regular session September 3, 2013 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Pastor Debi Powell-Maxwell, First Christian Church
The flag salute was given in unison.

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

OTHERS PRESENT:

Mike Segler, City Attorney	Doug Shivers, City Clerk
Robbie Williams, City Engineer	Tammy Kretchmar DeSpain, Asst. City Mgr
Arnold Adams, Public Works Director	John Corn, Police Chief
Gary Cooper, Information Technology Dir.	Jerome Brown, Information Technology
Jeff Deckard, Parks Superintendent	Mitch Hort, Community Development Director
Bill Stover, Sanitation	Dana Deckard, Administrative Coordinator
Sara Hancock, Deputy City Clerk	Kevin Jones, Fire Chief
Jan Scott, Parks and Rec Director	

Presentations and Proclamations

There were no presentations and proclamations

Visitors

Tom Thomas, 708 Kali, Yukon Veterans Museum is growing. They are receiving many contributions and are in need of a bigger facility.

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

1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of August 20, 2013**
- B) Payment of Material claims in the amount of \$68,718.36**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting August 20, 2013 and Payment of Material claims in the amount of \$68,718.36 was made by Trustee Opitz and seconded by Trustee Grba.

The vote:

AYES: Grba, McEachern, Smith, Alberts, Opitz

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 August 20, 2013**
- B) Payment of material claims in the amount of \$297,570.91**
- 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 Parks and Recreation Department Operation/Lease Agreement with Yukon Optimist Sports Club for use of the Community Center Football Field from August 21, 2013 through December 15, 2013**
- E) The renewal of the existing Parks and Recreation Department Operation/Lease Agreement with Stage Door for use of YMAC Building from August 21, 2013 through August 21, 2014**
- F) The Agreement for Services between the City of Yukon and Oklahoma Czechs, for the period beginning July 1, 2013 through June 30, 2014, at a cost of \$1,455.00**
- G) Denial of Claim No. 132626-KW from Justin Icenhower, as recommended by the Oklahoma Municipal Assurance Group**
- H) Resolution 2013-12, a Resolution of the City Council of the City of Yukon, Oklahoma, adopting the Operating Budget for the Fiscal Year**
- I) Setting the date for the next regular Council meeting for September 17, 2013, 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 August 20, 2013; Payment of material claims in the amount of \$297,570.91; 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 Parks and Recreation Department Operation/Lease Agreement with Yukon Optimist Sports Club for use of the Community Center Football Field from August 21, 2013 through December 15, 2013; The renewal of the existing Parks and Recreation Department Operation/Lease Agreement with Stage Door for use of YMAC Building from August 21, 2013 through August 21, 2014; The Agreement for Services between the City of Yukon and Oklahoma Czechs, for the period beginning July 1, 2013 through June 30, 2014, at a cost of \$1,455.00; Denial of Claim No. 132626-KW from Justin Icenhower, as recommended by the Oklahoma Municipal Assurance Group; Resolution 2013-12, a Resolution of the City Council of the City of Yukon, Oklahoma, adopting the Operating Budget for the Fiscal Year; Setting the date for the next regular Council meeting for September 17, 2013, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member McEachern and seconded by Council Member Opitz.

The vote:

AYES: Alberts, Smith, Grba, Opitz, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

3. Consider approving an expenditure of funds in an amount of \$195,395.74, to repair water wells at the well field in Oklahoma City, due to damages from the May 31, 2013 storms, as recommended by the Public Works Director

The motion to approve an expenditure of funds in an amount of \$195,395.74, to repair water wells at the well field in Oklahoma City, due to damages from the May 31, 2013 storms, as recommended by the Public Works Director, was made by Council Member Opitz and seconded by Council Member Grba.

Mayor Smith stated the actual cost the City pays is a fraction of what is stated. Grayson Bottom stated yes, the City will pay 12.5%, which is around \$24,000.00.

The vote:

AYES: Smith, Grba, Alberts, McEachern, Opitz

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 4. Consider approving an expenditure of funds in an amount of \$36,000.00, for wildland firefighting gear, from NAFECO Inc., to be paid from the Capital Improvement Fund, as recommended by the Fire Chief**

The motion to approve an expenditure of funds in an amount of \$36,000.00, for wildland firefighting gear, from NAFECO Inc., to be paid from the Capital Improvement Fund, as recommended by the Fire Chief, was made by Council Member Opitz and seconded by Council Member Grba.

Council Member McEachern asked what the difference is between wildland gear versus regular gear. Fire Chief Jones stated the gear is lighter and easier to move in, as well as what is mandated. Council Member McEachern asked how many were we ordering. Fire Chief Jones stated 36. Council Member McEachern stated each uniform roughly costs about \$1,000.00 each. Fire Chief Jones stated yes.

The vote:

AYES: McEachern, Smith, Optiz, Alberts, Grba

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 5. Consider approving Change Order No. 1, in the amount of \$5,625.00, and Amendment No. 1, in the amount of a decrease of \$6,672.93, to the City of Yukon Community Development Grant (CDBG) Year 10 and Year 11 Roadway, Waterline, and Sanitary Sewer Line Replacement Project**

The motion to approve Consider approving Change Order No. 1, in the amount of \$5,625.00, and Amendment No. 1, in the amount of a decrease of \$6,672.93, to the City of Yukon Community Development Grant (CDBG) Year 10 and Year 11 Roadway, Waterline, and Sanitary Sewer Line Replacement Project, was made by Council Member McEachern and seconded by Council Member Opitz.

Council Member McEachern asked about the amount changing. Grayson Bottom stated there was an increase and a decrease in different scopes of work. Council Member McEachern asked, if it was one contractor. Grayson Bottom stated yes.

The vote:

AYES: Opitz, Alberts, McEachern, Grba, Smith

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 6. Consider accepting the City of Yukon Community Development Block Grant (CDBG) Year 10 and Year 11 Roadway, Waterline, and Sanitary Sewer Line Replacement Project and placing the maintenance bonds into effect.**

The motion to accept the City of Yukon Community Development Block Grant (CDBG) Year 10 and Year 11 Roadway, Waterline, and Sanitary Sewer Line Replacement Project and placing the maintenance bonds into effect, was made by Council Member Grba and seconded by Council Member McEachern.

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

- 7. Consider and approve Resolution 2013-11, a Resolution approving the Trust Indenture creating the Yukon Economic Development Authority (“Authority”); approving and accepting beneficial interest for the City of Yukon, Oklahoma in the Authority; and appointing trustees of the Authority**

The motion to approve Resolution 2013-11, a Resolution approving the Trust Indenture creating the Yukon Economic Development Authority (“Authority”); approving and accepting beneficial interest for the City of Yukon, Oklahoma in the Authority; and appointing trustees of the Authority, was made by Council Member Opitz and seconded by Council Member Grba.

The vote:**AYES: Smith, Opitz, Alberts, Grba, McEachern****NAYS: None****VOTE: 5-0****MOTION CARRIED****8. City Manager’s Report – Information items only****A. Events Report**

Grayson Bottom talked about the work being completed on 5th Street by the City and on Main St. by the Oklahoma Department of Transportation. On the first series of projects we outlined, there are two projects left. First, South 9th from Redwood to Yukon Ave., we are waiting for a survey before work can begin. Secondly, Yukon Ave from Kouba to Holly, this is a complicated repair and requires great coordination before it can start. The second series of projects, we have completed Vandament from the west end of Frisco, 9th from Poplar to Maple, and 9th from Maple to Oak. We are currently working on 5th St. from Main to Ash and will start working on Inla from 11th to 5th St.

National Night Out is September 10th at Chisholm Trail Park. Citizens Police Academy Alumni and Neighborhood Watch Group will be supporting the event. Target is national sponsor. There will be food, music, and fun. Hope everyone comes.

There have been three instances of permitted oversized loads that traveled from Main St. to Ranchwood and have disturbed cable lines overhead near the Police Station. This has caused power outages. The Cox lines are now buried underground and there will be higher clearance. This should help with power outages and no more interruptions to dispatch calls.

South Highway 4 and Mustang Road over I-40 will be having the deck removed. This will be starting at 8pm tonight. If possible, use alternate routes going North and South.

- 7. New Business** - There was no new business

8. Council Discussion

Council Member Opitz loves Yukon! He will love it even more in 9 to 10 months when the construction is done. Council Member Opitz encourages you to find a different route during this time. Thank you Fire Department and Police Department for all you do. Good things happen in Yukon. Council Member Opitz would also like to thank Tom Thomas for coming and sharing tonight.

Council Member Alberts asked for update on Stone Mill stop sign. Grayson Bottom stated it will be on the next Traffic Agenda. How about the land owner’s meeting? Grayson Bottom stated attentively in October. Council Member Alberts stated the Spirit Run was great. This

year his son ran with him. It supports the Spirit League, which is a great service. Council Member Alberts thanked Jeanie for being the photographer. He would like to challenge the citizens to make Yukon a better place. Please pick up trash you may see. Let's work together to make it better.

Council Member McEachern stated traffic is not going to be fun during construction. He has noticed a couple of accidents. Please be careful and try to find another way to go. Council Member McEachern would also like to thank those for fixing the streets and Grayson Bottom for orchestrating. Recently, he has turned in two pot holes and they were fixed quickly, job well done.

Council Member Grba would like to echo Council Member Alberts on making Yukon a better place. He is encouraging us to cut down on waste and recycle. You can take recyclable items to the Transfer Station seven days a week. In the future, it will be picked up curbside.

Mayor Smith stated the neighboring communities have been studying the possibility of public transits. He stated Yukon is not in the talks. Can we look into it and maybe have it, as a Study Session item? National Night Out is good fun and you get to see others. Come join in. The Veterans Museum and Rick Cacini do need help and new location. The donations are significant. They need a safe place for storage. The Veterans gave for us by serving.

9. Adjournment

Ken Smith, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	165,303.07
36	Sales Tax Claims		58,036.63
64	Special Revenue Fund		2,600.40
70	Water & Sewer Enterprise		152,999.72
71	Sanitation Enterprise		16,946.00
73	Storm Water Enterprise		439.32
		\$	<u>396,325.14</u>

The above foregoing claims have been passed and approved
this 17th day of September 2013 by the Yukon City Council.

Doug Shivers, City Clerk

Ken Smith, Mayor

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01						
		Legislative				
14-54318	01-00102	City of Yukon (BankOne)	FIN Copy Paper	9/2013	Staples 7105411666	184.95
14-54312	01-02236	BMI	License Fee '13 - '14	9/2013	8152648	327.00
14-54323	01-44300	RS Meacham CPAs & Advisors	Workpaper Prep	8/2013	6044	12,000.00
14-54310	01-58100	Wheatley Segler Osby & Mill	Prof. Serv. July '13	9/2013	13690	206.12
14-54309	01-58110	Wheatley Segler Osby & Mill	Prof. Serv. July '13	9/2013	13690	2,572.01
14-54322	01-62200	Yukon Chamber of Commerce	Services Agreement	9/2013	16332	1,500.00
14-54327	01-62900	Yukon Review Inc.	Offices Closed Ad	8/2013	YR67791	48.00
14-54329	01-62900	Yukon Review Inc.	Display Ads	8/2013	YR67915	756.00
			Display Ads	8/2013	YR68104	48.00
			Display Ads	8/2013	YR67912	48.00
			Display Ads	8/2013	YR67908	1,512.00
14-54352	01-62900	Yukon Review Inc.	Closed Good Friday	7/2013	YR62239	48.00
			Ordinance 1287	7/2013	YR62760	24.80
			JCG-HVAC Bid Notice	7/2013	YR62895	61.25
			JCG-HVAC Bid Notice	7/2013	YR63010	61.25
			Plan Comm. 1516 Comm	7/2013	YR63143	15.35
			FY 13-14 Budget Summ	7/2013	YR64156	23.90
			Brd Adj & Plan Comm.	7/2013	YR64281	101.95
			Ordinance 1291	7/2013	YR65591	24.55
			Ordinance 1292	7/2013	YR65592	25.80
			End of Year Claims	7/2013	YR66816	29.17
			Brd. of Adj. -Wagner	8/2013	YR67516	36.25
			Plan Comm -Develo 23	8/2013	YR67517	43.15
			Ordinance 1294	8/2013	YR67759	33.30
			Sinking Fund Notice	8/2013	YR68010	21.75
DEPARTMENT TOTAL:						19,752.55
DEPARTMENT: 02						
		Finance				
14-54326	01-1	Matthew Snell	J.I. Office Decor	8/2013	S 1001	100.00
14-54325	01-47660	Shred-It Oklahoma City	Doc.destruction Aug '13	8/2013	9402396837	3.16
DEPARTMENT TOTAL:						103.16

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04 City Clerk						
			Doc.destruction Aug '13	8/2013	9402396837	3.16
DEPARTMENT TOTAL:						3.16
DEPARTMENT: 05 Fire Department						
14-53734	01-00105	City of Yukon (BankOne)FD	service call-dishwasher	8/2013	GE Appl 33-192895	79.95
14-53857	01-00105	City of Yukon (BankOne)FD	items for Training Office	8/2013	Staples 01977	106.38
			pens,tape,high light	8/2013	Staples 01979	186.08
14-54180	01-00105	City of Yukon (BankOne)FD	binders for training	8/2013	Staples 06768	59.97
14-54017	01-06325	City Carbonic	repair a valve	8/2013	51200	76.40
14-53948	01-31280	Massco Maintenance Compan	cleaning supplies	8/2013	2274503	286.53
			cleaning supplies	8/2013	2274676	98.74
14-53806	01-73900	Cary Provence	misc meal, bags	8/2013	Sonic 2486	7.73
			misc meal, bags	8/2013	McDonalds 53	9.59
			misc meal, bags	8/2013	DuClaw 561	11.12
			misc meal, bags	8/2013	Dave&Janes 109916	23.26
			misc meal, bags	8/2013	GreeneTurtle 8659	14.77
			misc meal, bags	8/2013	Chilis 7699	31.23
DEPARTMENT TOTAL:						991.75
DEPARTMENT: 06 Municipal Court						
14-53921	01-06860	Consolidated Business Solut	Court Letterhead	9/2013	16969	372.50
14-54315	01-58115	Wheatley Segler Osby & Mill	MunProsecution - Aug '13	9/2013	13688	1,042.71
DEPARTMENT TOTAL:						1,415.21
DEPARTMENT: 07 Community Development						
14-53901	01-00107	City of Yukon (BankOne)CMD	Flashlights,batteries	8/2013	Lowes 13603	31.76
14-54107	01-00107	City of Yukon (BankOne)CMD	ICC License-Hort	8/2013	ICC 08-29-13	80.00
14-54170	01-00107	City of Yukon (BankOne)CMD	Office Supplies	8/2013	Staples 7105204250	113.62
14-54190	01-47660	Shred-It Oklahoma City	document destruction	8/2013	9402396835	9.48
14-54276	01-48371	SW Construction Codes	Membership&Code Class-JT	9/2013	S-13-548	30.00
14-54169	01-70185	Frederick Blalock	tuition reimbursement	8/2013	Fall '13	1,241.00
DEPARTMENT TOTAL:						1,505.86

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08		Library				
14-53277	01-00108	City of Yukon (BankOne)LIB	Postage for ILL	8/2013	USPS 15	41.84
			Postage for ILL	8/2013	USPS 823	22.64
			Postage for ILL	9/2013	USPS 922A	51.19
14-53592	01-00108	City of Yukon (BankOne)LIB	Program Supplies-all ages	8/2013	TriangeA/E C11024	52.70
14-54056	01-00108	City of Yukon (BankOne)LIB	DuploTable-childrens area	9/2013	Amazon 09-04-13	219.15
14-54164	01-00108	City of Yukon (BankOne)LIB	Faucet for Mens room	8/2013	Locke 21171797-00	97.43
14-54102	01-70320	Carol Cook	Mileage to DOL	8/2013	08-29-13	25.76
14-54100	01-74800	Sara Schieman	Mileage for August	9/2013	09-01-13	88.70
DEPARTMENT TOTAL:						599.41
DEPARTMENT: 09		Administration				
14-54328	01-00101	City of Yukon (BankOne)ADM	Business Lunch	8/2013	Louies 08-29-13	28.00
14-54325	01-47660	Shred-It Oklahoma City	Doc.destruction Aug '13	8/2013	9402396837	9.48
DEPARTMENT TOTAL:						37.48
DEPARTMENT: 11		Police Department				
14-53467	01-00111	City of Yukon (BankOne)PD	Rushing uniforms	8/2013	SafariLa C13089472	128.75
14-53575	01-00111	City of Yukon (BankOne)PD	office supplies	8/2013	Staples 7104856088	109.51
14-53726	01-00111	City of Yukon (BankOne)PD	prisoner meals	8/2013	Walmart 05171	59.08
14-53926	01-00111	City of Yukon (BankOne)PD	G. Knight uniform items	9/2013	FBINAA 0599679	99.98
14-53953	01-00111	City of Yukon (BankOne)PD	Brown uniform	8/2013	5.11 1549619	109.98
14-53954	01-00111	City of Yukon (BankOne)PD	Prigmore uniforms	8/2013	5.11 1549622	219.96
14-54079	01-00111	City of Yukon (BankOne)PD	Brown airfare-FBINA	8/2013	UnitedAir NEMG6R	799.10
14-54082	01-00111	City of Yukon (BankOne)PD	Henderson uniforms	8/2013	5.11 1552246	219.96
14-54094	01-00111	City of Yukon (BankOne)PD	Notary renewal-Shawn	8/2013	OKSecSt 08-26-13	20.80
			Notary renewal-Wrigh	8/2013	OKSecSt 08-26-13	20.80
14-54110	01-00111	City of Yukon (BankOne)PD	part for edger	9/2013	Ace 868747	9.98
14-54161	01-00111	City of Yukon (BankOne)PD	video camera	9/2013	BestBuy 00775660	584.39
14-54162	01-00111	City of Yukon (BankOne)PD	Norman uniform/holster	9/2013	LAPG 1923765	299.94
			Norman uniform/holster	9/2013	GMS 19803	106.01
14-54108	01-18240	Harrison-Orr Ar Conditionin	HVAC repair	8/2013	62604	2,463.69
14-54160	01-30600	Lowe's Companies, Inc.	weed killer	8/2013	11152	24.68
14-53729	01-41440	ProStar Service-Oklahoma	coffee service	8/2013	117135	5.69
			coffee service	8/2013	117134	66.77
14-53459	01-47660	Shred-It Oklahoma City	shredding service	8/2013	9402400983	18.96
14-54081	01-48410	Special Ops Uniforms, Inc	Rushing nameplate	8/2013	200712	28.98
DEPARTMENT TOTAL:						5,397.01

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12 Property Maintenance						
14-54046	01-00112	City of Yukon (BankOne)	PROPG.Middleton-clothing	8/2013	Langstons 1322709	100.00
			S. Nokes-clothing	8/2013	Walmart 08345	99.31
			C.Smith-clothing	8/2013	Langstons 1360709	99.85
			J.Puckett-clothing	8/2013	Walmart 02295	100.00
			J.Spencer-clothing	8/2013	Langstons 1359709	99.85
			L.Clevenger-clothing	8/2013	Walmart 05190	94.40
			A.Koglin-clothing	8/2013	Kohls 08-29-13	80.97
14-54306	01-37600	OK Natural Gas Co	Serv. 4900 Wagner Way	9/2013	9-6-13 4900 WagWay	28.42
14-54307	01-37600	OK Natural Gas Co	Serv. 100 S Ranchwood	9/2013	9-6-13 100 SRanchw	209.41
14-54308	01-37600	OK Natural Gas Co	Serv. 1000 E Main St.	9/2013	9-6-13 1000 E Main	148.95
14-54313	01-37600	OK Natural Gas Co	Service 10 S 5th St	9/2013	9-5-13 10 S 5th St	25.85
14-54330	01-37600	OK Natural Gas Co	Service City Buildings	8/2013	08-30-13	1,288.36
DEPARTMENT TOTAL:						2,375.37
DEPARTMENT: 17 Human Resources						
14-54188	01-00117	City of Yukon (BankOne)	HR Speed Reading-Jennie	8/2013	FredPryor 8-30-13	99.00
14-54225	01-00117	City of Yukon (BankOne)	HR Office Supplies	9/2013	Staples 7105352596	91.39
14-54285	01-05360	Canadian Cty Health Dept	Hep B Shots	9/2013	09-01-13	35.00
			Hep A Shots	9/2013	09-01-13	180.00
14-54184	01-05385	Suzanne R. Cannon, LPC, LADE	Employee Counseling	8/2013	08-29-13	160.00
14-54265	01-31420	McBride Orthopedic	Non DOT Drug Tests	9/2013	2441	216.00
			DOT Drug Test	9/2013	2441	30.00
			Non-DOT Physicals	9/2013	2441	60.00
14-54185	01-31440	McClain-Chitwood Office Pro	Binders	8/2013	200391	20.90
14-53759	01-33500	Mustang News	ad-Asst Preschool Teacher	8/2013	55013-001	28.00
			ad-Asst Preschool Teacher	8/2013	55013-002	28.00
			ad-Asst Preschool Teacher	8/2013	55013-003	28.00
			ad-Asst Preschool Teacher	8/2013	55013-004	28.00
14-54186	01-37470	OK Municipal League	Admin Ast Ad- OML	8/2013	050267	10.00
14-54187	01-37470	OK Municipal League	Employment Seminar	7/2013	049791	85.00
14-54325	01-47660	Shred-It Oklahoma City	Doc.destruction Aug '13	8/2013	9402396837	3.16
14-53840	01-62900	Yukon Review Inc.	Asst Preschool Teacher ad	8/2013	YR67110	48.00
			Asst Preschool Teacher ad	8/2013	YR67252	48.00
			Asst Preschool Teacher ad	8/2013	YR67344	48.00
			Asst Preschool Teacher ad	8/2013	YR67457	48.00
DEPARTMENT TOTAL:						1,294.45

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19 Street Department						
14-53989	01-00180	City of Yukon (BankOne)PW	screws and bits	8/2013	Ace 869298	28.86
14-54032	01-00180	City of Yukon (BankOne)PW	emulsion	8/2013	VanceBros 071584	550.80
14-53988	01-04475	Brewer Construction Co.	Guardrail repair	9/2013	2013-47	2,832.00
14-54053	01-09525	Dolese Bros. Company	3500 concrete	9/2013	RM13058461	348.00
			delivery fee's	9/2013	RM13058461	10.00
14-53742	01-47110	Schwarz Asphalt, LLC	asphalt millings	8/2013	40845	1,108.24
DEPARTMENT TOTAL:						4,877.90
DEPARTMENT: 22 Insurance						
14-54331	01-57600	Wesco, Inc.	Policy Renewal '13 - '14	9/2013	172141	66,760.00
			Policy Renewal '13 - '14	9/2013	172142	25,277.00
DEPARTMENT TOTAL:						92,037.00
DEPARTMENT: 23 Technology						
14-54114	01-00123	City of Yukon (BankOne)TEC	Service Plan renewal	8/2013	Brickhouse 660783	74.85
14-54115	01-00123	City of Yukon (BankOne)TEC	CC530A Black	8/2013	Quill 5172094	249.98
14-54133	01-00123	City of Yukon (BankOne)TEC	Mob Phone Srvc-AU'13	8/2013	ATT 08222013	1,310.16
14-54135	01-00123	City of Yukon (BankOne)TEC	Rental for Bucket Truck	8/2013	USIInc 9506-13-8	125.00
14-54183	01-00123	City of Yukon (BankOne)TEC	HP Ink	9/2013	Quill 5323143	319.96
14-54198	01-00123	City of Yukon (BankOne)TEC	Surplus Auction Fee AU'13	9/2013	PublicSurp 506808	57.50
14-54201	01-00123	City of Yukon (BankOne)TEC	T1 service-AU'13	8/2013	ATT 410072170408	1,200.00
14-54202	01-00123	City of Yukon (BankOne)TEC	PRI SrvcAU'13	8/2013	ATT 405350891008A	1,062.23
14-54203	01-00123	City of Yukon (BankOne)TEC	Plexar Service-AU'13	8/2013	ATT 405350891808A	452.14
14-54199	01-06710	Coast To Coast Computer	Pro43X Black ink	9/2013	A1071280	438.00
14-53582	01-12010	ESRI, Inc.	ArcGIS Maint Renewal	8/2013	92699430	1,500.00
14-54314	01-33450	Municipal Code Corp.	Annual Fee - Code Online	9/2013	00233051	700.00
14-54132	01-41440	ProStar Service-Oklahoma	Coffee Service	8/2013	117128	51.35
14-54257	01-48885	Superior Office Systems	Copier Rental Charge	9/2013	3880	1,224.00
			SantbillablecopAU'13	9/2013	3880	21.92
			CCbillablecopAU'13	9/2013	3880	29.16
			DRbillablecopAU'13	9/2013	3880	41.18
			P&RbillablecopAU'13	9/2013	3880	28.33
			P&RbasecopiesAU'13	9/2013	3880	293.00
			CDbillablecopAU'13	9/2013	3880	58.56
			CDBasecopiesAU'13	9/2013	3880	52.90
			LibbillablecopAU'13	9/2013	3880	49.44
			LibbasecopiesAU'13	9/2013	3880	133.00
			CourtbillablecoAU'13	9/2013	3880	54.94
14-54332	01-51740	Tyler Technologies, Inc.	Incode Modules Renewal	9/2013	025-76588	23,337.78
14-54200	01-60351	Xerox Corporation	W5030 PW lease AU'13	9/2013	069843528	289.94
			D252EFICH LeaseAU'13	9/2013	069843526	261.04
			W5675P CH LeaseAU'13	9/2013	069843527	1,477.19
14-54182	01-72890	Rhonda Massey	Mileage Reimb to 8-31-13	8/2013	Aug '13	19.21
DEPARTMENT TOTAL:						34,912.76
FUND TOTAL:						165,303.07

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		96 SALES TAX IMPROVEMENTS				
14-53288	01-00108	City of Yukon (BankOne)LIB	Books-Locally Purchased	8/2013	Hastings 5226021	64.45
14-54196	01-00123	City of Yukon (BankOne)TEC	Sharp LC-50LE650U TV	8/2013	BestBuy 08-29-13	849.99
			VLL10-B1 Mount	8/2013	BestBuy 08-29-13	79.99
			VLL10-B1 Mount	8/2013	BestBuy 08-30-13	16.00
			4 Yr Ext Warranty	8/2013	BestBuy 08-29-13	169.99
14-53810	01-00136	City of Yukon (BankOne)ED	Furniture for YEDA Office	8/2013	NealsHome 0075260	238.00
14-53279	01-04450	Brodart	Young Adult Ficton/non fi	8/2013	B3020538	27.14
14-53589	01-04450	Brodart	Standing Order Adult book	8/2013	B3051285	15.24
			Standing Order Adult book	8/2013	B3064588	15.22
			Standing Order Adult book	8/2013	B3064530	9.39
			Standing Order Adult book	8/2013	B3064353	43.51
14-53851	01-04450	Brodart	Adult Fiction/non-fiction	8/2013	B3047239	382.21
			Adult Fiction/non-fiction	8/2013	B3064529	88.04
14-53853	01-04450	Brodart	Children's Fiction/non-fi	8/2013	B3032959	17.96
			Children's Fiction/non-fi	8/2013	B3051284	47.69
14-54013	01-05490	CDW Government Inc.	HP 6300 Pro Computer	8/2013	FK45131	590.00
			HP Memory DIMM	8/2013	FK45131	37.00
14-53596	01-1	Infogroup	2013 Polk Directory	8/2013	I 83481103	220.00
14-53594	01-16230	Gale Group Inc	Large Print Standing Orde	8/2013	99872810	149.92
14-54311	01-22440	Integris Canadian Valley	Quarterly Installment	7/2013	1017	50,000.00
14-54087	01-46405	SAGE Publications, Inc.	Washington Information Di	8/2013	039352KI	168.07
14-54317	01-53455	University of Oklahoma	OU - Tomorrow's Yukon	9/2013	105247100-12	4,806.82
DEPARTMENT TOTAL:						58,036.63
FUND TOTAL:						58,036.63

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23 Special Events						
14-53723	01-00101	City of Yukon (BankOne)	ADM CIP Decor & Supplies	8/2013	CreatCoop 20335287	501.98
DEPARTMENT TOTAL:						501.98
DEPARTMENT: 43 Mabel Fry						
14-54167	01-00108	City of Yukon (BankOne)	LIB Keyboard/case for Ipads	9/2013	BestBuy 09-05-13	159.98
DEPARTMENT TOTAL:						159.98
DEPARTMENT: 67 Police Department						
14-54163	01-00111	City of Yukon (BankOne)	PD text book for class	9/2013	IPTM 106228	85.84
14-54084	01-07862	Cummins Southern Plains	repair to generator	8/2013	020-38466	1,852.60
DEPARTMENT TOTAL:						1,938.44
FUND TOTAL:						2,600.40

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 Utility Billing						
14-54332	01-51740	Tyler Technologies, Inc.	Incode Module Renewal	9/2013	025-76588	13,879.87
14-54319	01-62300	Yukon Comm Support Fdn	Postage Reimbursement	9/2013	09-03-13	2,900.00
DEPARTMENT TOTAL:						16,779.87
DEPARTMENT: 02 Water Distribution						
14-53345	01-00180	City of Yukon (BankOne)PW	parts to repairs vehicles	8/2013	Napa 543074	14.76
14-53348	01-00180	City of Yukon (BankOne)PW	non durable supplies	8/2013	Ace 869296	121.93
			sewer line repairs	8/2013	ICM OK813992PW	100.00
			sewer line repairs	8/2013	Locke 21120277-00	12.74
			sewer line repairs	8/2013	Ace 868679	6.99
			sewer line repairs	8/2013	Nance 0027947-IN	236.25
			water line repairs	8/2013	Ace 868702	125.90
			new meter parts	8/2013	PioneerSupp 15791	331.50
14-53815	01-00180	City of Yukon (BankOne)PW	corp wrench	8/2013	HDSupply 8419268	72.00
14-54220	01-09525	Dolese Bros. Company	concrete	8/2013	RM13056397	95.00
			delivery fee	8/2013	RM13056397	40.00
14-54321	01-50700	Triad Design Group	A/E Srvc through 08-25-13	8/2013	8587	7,152.11
DEPARTMENT TOTAL:						8,309.18
DEPARTMENT: 03 Treatment and Supply						
14-54320	01-55800	Veolia Water North America	Service for September '13	9/2013	00030857	94,502.58
14-54324	01-55800	Veolia Water North America	Services for August '13	8/2013	00030804	18,362.54
14-54211	01-57420	Waste Connections of Oklaho	landfill fees 2nd 1/2 Aug	8/2013	18022	1,271.81
14-54219	01-57425	Waste Connections of Oklaho	Sludge hauling Aug'13	9/2013	1295321	2,310.00
DEPARTMENT TOTAL:						116,446.93
DEPARTMENT: 04 Fleet Maintenance						
14-53345	01-00180	City of Yukon (BankOne)PW	parts to repairs vehicles	8/2013	Napa 542323	129.33
			parts to repairs vehicles	8/2013	Napa 543074	312.89
14-53346	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2013	OReily 0343-338288	540.68
			parts to repair vehicles	8/2013	OReily 0343-340110	311.00
14-53347	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2013	UnitEng P535222Y	51.09
			parts to repair vehicles	8/2013	Dagwell 30398	94.07
			parts to repair vehicles	8/2013	PrecDrive 103048	18.49
			parts to repair vehicles	8/2013	LuberBros 00142476	134.35
			parts to repair vehicles	8/2013	JoeCooper 70453Y	33.32
			parts to repair vehicles	9/2013	JoeCooper 524908C	50.00
14-53807	01-00180	City of Yukon (BankOne)PW	logic box	8/2013	Conrad 485412	1,693.82
14-53993	01-00180	City of Yukon (BankOne)PW	hydraulic cylinder	8/2013	USI 16092	7,000.00
			freight	8/2013	USI 16092	200.00
			labor	8/2013	USI 16092	200.00
14-54047	01-00180	City of Yukon (BankOne)PW	receiver hitch	8/2013	AutoFX 17811	314.99
			install	8/2013	AutoFX 17811	100.00
14-54177	01-00180	City of Yukon (BankOne)PW	22 ton bottle jack	8/2013	Napa 542771	149.00
14-54218	01-29525	Locke Welding	demurrage rental	8/2013	R3835	104.00

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 04		Fleet Maintenance				
14-54159	01-41440	ProStar Service-Oklahoma	coffee service	8/2013	117132	26.71
DEPARTMENT TOTAL:						11,463.74
FUND TOTAL:						152,999.72

FUND: 71 - Sanitation Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Sanitation				
14-54197	01-00171	City of Yukon (BankOne)	SAN steer tires	9/2013	SouthTire 47117056	2,017.86
14-54251	01-00171	City of Yukon (BankOne)	SAN bug spray	9/2013	Walmart 06114	27.40
14-53891	01-30600	Lowe's Companies, Inc.	stretch wrap	9/2013	01283	131.79
14-54258	01-30600	Lowe's Companies, Inc.	extension ladder	9/2013	01284	296.10
14-54269	01-38650	Overhead Door	overhead door repair	9/2013	0002278	1,215.00
14-54215	01-57420	Waste Connections of Oklaho	landfill fees	8/2013	18021	13,257.85
DEPARTMENT TOTAL:						16,946.00
FUND TOTAL:						16,946.00

FUND: 73 - Storm Water Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Stormwater				
14-54112	01-00123	City of Yukon (BankOne)TEC	Warranty renewal HP 110	8/2013	CDW-G FL70791	227.42
14-53345	01-00180	City of Yukon (BankOne)PW	parts to repairs vehicles	8/2013	Napa 543074	4.92
14-54316	01-06377	City of Oklahoma City	Thomas-1203 Majestic	8/2013	11090313	39.50
			Story-4108 EveningSt	8/2013	11090313	79.00
			Sanders-820 Preston	8/2013	11090313	39.50
			Beyer-616 Ottawa Pl	8/2013	11090313	39.50
14-54272	01-47660	Shred-It Oklahoma City	Aug. doc distruc	8/2013	9402396838	9.48
					DEPARTMENT TOTAL:	439.32
					FUND TOTAL:	439.32
					GRAND TOTAL:	396,325.14

Technology Item Listing - September 17, 2013

Item #	Description	Model Number	Serial Number	Department
00879	Casio FR-3100 Calculator	FR-3100	N/A	Admin
	Boston Electric Pencil Sharpener	N/A	N/A	Admin
00873	Magnavox 13 inch Color TV	N/A	N/A	Admin
	Pastel Picture in Frame	N/A	N/A	Admin
	International Truck Rear Wheel Hub	3508035C91	N/A	Public Works
	Code 3 light Bars	MX7000	N/A	Public Works
	Jett 22 ton air/hydraulic vehicle jack	JASJ-22S	N/A	Public Works
PSE	PSE Arrowstick Red/Blue flashing light	Arrowstick	N/A	Public Works
Flashers	Emergency Light Flashers	FM6904	N/A	Public Works
	Siren Speakers	N/A	N/A	Public Works
	Code 3 Clear Light Bar	MX7000	N/A	Public Works
	Code 3 Red-Blue Lights	AS-2	N/A	Public Works
	Putty Colored Folding chairs (58 of them)	N/A	N/A	Public Works

Minutes



THE TRAFFIC AND TRANSPORTATION COMMISSION

THE TRAFFIC AND TRANSPORTATION COMMISSION MET IN REGULAR SESSION ON **AUGUST 13, 2013** AT THE CENTENNIAL BUILDING IN THE CITY COUNCIL CONFERENCE ROOM. THE MEETING WAS HELD AT 6:30 PM.

INVOCATION: Jay Tallant

FLAG SALUTE: Jay Tallant

ROLL CALL: John Knuppel
Charlie Lee
Jay Tallant
A.J. Clements

CITY OFFICIALS: Doug Shivers, City Clerk
Sara Hancock, Deputy City Clerk

ITEM 1: **DISCUSS AND APPROVE THE MINUTES OF THE
June 11, 2013 TRAFFIC COMMISSION MEETING.**

Motion for minutes to be approved
Motion – Jay Tallant
Second – Charlie Lee
Ayes- Clements, Knuppel, Lee, Tallant

ITEM 2: **VISITORS**

None

ITEM 3: **DISCUSS WAGNER LAKE SUBDIVISION TRAFFIC**

Jason and Sherrie McCormick, 4808 Wagner Lake Dr. is requesting stop signs and speed limit signs in their addition at Wagner Lake.

Jason McCormick asked the Commissioners, if they had received the letter from the Wagner Lake Home Owners Association. Traffic Commissioners stated yes.

Jay Tallant asked for clarification of the area of placement they were requesting for signs.

Jason McCormick clarified the areas they were interested in. Sherrie McCormick stated there were only two signs in addition. Both signs are stop signs exiting each location out of addition. Mr. and Mrs. McCormick are concerned with the amount of children in neighborhood and no signs to control traffic.

Jay Tallant asked, if Wagner Lake Dr. was a through road. Mr. McCormick stated no.

AJ Clements discussed the addition and the streets located within. Much discussion was made in relation to the addition and clarification with the city map.

Mr. McCormick stated visibility and speeding were issues in the neighborhood. He mentioned Wagner and James Rd as a major concern.

Charlie Lee discussed placing speed limit signs at Wagner Lake Rd. He stated sight lines should be done to determine, if signage is needed. Mr. Lee stated Charles Ct. is not a cross street and does not need sign.

Mr. McCormick stated J.B. and Pearl is a main concern. It has the most houses and children. Mr. Lee sighted traffic engineering and sight lines rules. It will most likely warrant a yield or stop sign. Jason McCormick stated his reasoning behind concern of traffic not stopping.

John Knuppel asked about a stop sign being placed on Wagner Lake Rd? AJ Clements stated it is not a through road. Mr. Clement stated areas to consider stop signs, such as intersections.

Doug Shivers asked, if the Home Owner's Association has tried to contact neighbors. Mr. McCormick stated yes. He is the Vice President of the HOA and has contacted neighbors, as well as placed speeding concerns in the monthly newsletter. Mr. McCormick stated there are too many close calls and he is concerned for the children.

Charlie Lee stated the corner lots are going to be built and this will give way to site line issues. No signs will be appropriate. Mr. Lee had noticed some basketball goals blocking sidewalk. Mr. McCormick may want to have the Home Owner's Association recommend goals being moved.

John Knuppel questioned placement of "Children at Play" signs. Charlie Lee stated there is no playground and does not warrant sign being posted. The industry considers it dangerous and there is no enforcement.

Jason McCormick stated there are drainage pipes the children can walk through. He would like something placed on them for no

access. Doug Shivers stated, if not city owned, than it is not our responsibility. The Home Owners Association may want to check into this. However, it is not a traffic situation and he gave Mr. McCormick the number to contact Community Development and contact Mitch Hort to discuss further.

Motion to place stop signs at four main intersections, as follows: Eastbound at Wagner Lake and Josephine Ct, Eastbound at Wagner Lake and J.B., Eastbound at Wagner Lake and Pearl and Northbound at James and Pearl. And two speed limit signs as follows: Southbound on Wagner Lake Dr. Approximately 75 feet from Wagoner Rd. and Southbound on Wagner Way approximately 75 feet from Wagoner Rd.

**Motion – AJ Clements
Second – Charlie Lee
Ayes – Tallant, Lee, Knuppel, Clements**

ITEM 4:

DISCUSS TRAFFIC CONCERNS

Jay Tallant had no traffic concerns. He wanted to thank Eric Tucker and the streets department for all the trimming of trees and shrubs.

Charlie Lee stated at Main and 5th Street the West and East light is coming up, when there is no traffic in the left turn lane.

AJ Clements has had calls about utility billing parking lot and people not being able to get their dually trucks and/or trailers through. Mr. Clements also asked about the traffic flow on I-40 and making a temporary merge, so cars are not bottle necking. Doug Shivers does not think we have say in this matter. Charlie Lee stated why the traffic flow is that way.

John Knuppel stated Mr. Tallant had found a pot hole on Garth Brooks going northbound and called it in on Saturday. They were pleased to see it fixed so quickly.

Charlie Lee stated he had read some old minutes where it had been requested to have stripping on Lakeshore. Doug Shivers stated he would pass it on to Arnold Adams.

ITEM 5:

DATE FOR NEXT MEETING

September 10, 2013

ITEM 6:

ADJOURNMENT

DRAFT**Minutes****THE TRAFFIC AND TRANSPORTATION COMMISSION**

THE TRAFFIC AND TRANSPORTATION COMMISSION MET IN REGULAR SESSION ON **SEPTEMBER 10, 2013** AT THE CENTENNIAL BUILDING IN THE CITY COUNCIL CONFERENCE ROOM. THE MEETING WAS HELD AT 6:30 PM.

INVOCATION: Charlie Lee

FLAG SALUTE: Charlie Lee

ROLL CALL: A.J. Clements -Absent
John Knuppel
Charlie Lee
Jay Tallant

CITY OFFICIALS: Doug Shivers, City Clerk
Sara Hancock, Deputy City Clerk
Eric Tucker, Street Superintendent
Sergeant Brown, Police Department

ITEM 1: **DISCUSS AND APPROVE THE MINUTES OF THE August 13, 2013 TRAFFIC COMMISSION MEETING.**

Motion for minutes to be approved
Motion – Jay Tallant
Second – John Knuppel
Ayes- Knuppel, Lee, Tallant

ITEM 2: **VISITORS**

None

ITEM 3: **CONTINUED DISCUSSION OF TABLED DECISION FOR STONE MILL SUBDIVISION TRAFFIC AS REMANDED FROM CITY COUNCIL**

Charlie Lee asked about pricing on rumble strips.

John Knuppel asked about rumble strips.

DRAFT

Eric Tucker was not sure about pricing, but stated rumble Strips are prefabricated thermal plastic. Discussed placement option and how they get your attention.

Sergeant Brown stated a speed trailer had been set up on Meadow Run. The speed trailer data was presented and discussion was had.

Charlie Lee talked about standards and specs for rumble strips.

John Knipple discussed placing stop signs west on Stone Mill Blvd and east at Waterford or Eagle Ln. or rumble strips.

Jack Stewart, 405 Meadow Run, asked about Child at Play sign.

Charlie Lee stated it is unwarranted, because there is no playground in that area.

Sgt. Brown noted east bound violations. Discussion was had and speed humps were mentioned. Sgt. Brown stated speed humps may not be beneficial to Stone Mill Addition or Emergency Vehicles.

Jack Stewart stated enforcement could help with issue.

Much discussion ensued about options to help with solution.

Charlie Lee stated standards of stop signs. They are used for right of ways, not for slowing of speed.

Sgt. Brown discussed gated community at War Eagle and Stone Mill and a placement of a stop sign.

Charlie Lee questioned if it was going to be a gated community. As well as, he doubted, if there was a gate, it would be in a sight line.

Jack Stewart questioned gated on War Eagle Ln.

Sgt. Brown stated he was not for sure, just looked as if there could be one.

Charlie Lee discussed rumble strips or speed humps in two locations.

John Knipple stated rumble strips or stop signs.

Discussion of price, dimensions, specs, and placement of rumble strips was had.

DRAFT

Motion to direct the City Manager to engage the City Engineer to investigate standards and location placement of rumble strips along Stone Mill Blvd., Meadow Run Ct. and Stony Brook.

**Motion – Charlie Lee
Second – Jay Tallant
Ayes – Tallant, Knuppel, Lee**

ITEM 4:

DISCUSS TRAFFIC CONCERNS

Charlie Lee stated at Main and 5th Street light still needs to be fixed. He also asked about Lake Shore stripping. Eric Tucker stated they are waiting on part and Lake Shore is waiting for approval.

Jay Tallant stated Main St. going east over rail road tracks is rough. Is there anything that can be done? Eric Tucker stated they will call rail road.

John Knuppel has seen lots of new street signs. They look very nice and are easy to read.

Eric Tucker stated 5th St. is coming along well and ahead of schedule, weather permitting.

ITEM 5:

DATE FOR NEXT MEETING

October 8, 2013

ITEM 6:

ADJOURNMENT

Report of Boards, Commissions and Committees

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

Planning Commission

Earline Smaistrla	Ward 1	2014
Larry Taylor	Ward 2	2014
Bob Doggett	Ward AL	2015
Terry Beaver	Ward 3	2016
Roger Davis	Ward 4	2016

Board of Adjustment/Board of Appeal

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

Park Board

Joe Edwards	Ward 1	2014
D.E. Brower	Ward 2	2014
Ed Hatley	Ward AL	2015
Ward Larson	Ward 3	2016
Joe Baumann	Ward 4	2016

Library Board

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

Traffic Commission

Charles Lee	Ward 1	2014
	Ward 2	2014
John Knuppel	Ward AL	2015
Jay Tallant	Ward 3	2016
A.J. Clements	Ward 4	2016

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Nick Grba, Representative
Dewayne Maxey, Alternate

Senior Citizens

Ray Wright, Representative
John Alberts, Alternate

ACOG

Ken Smith, Member
John Alberts, Alternate

COWRA

Genie Vinson, Representative
Larry Taylor, Alternate

Sister City Committee

Illona Morris
Terry Beaver
Nancy Novosad
Edwin Shedeck

Recycling Committee

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

*Members of Ladies' Library Club are appointed by same



Ken Smith, Mayor &, Council Member At Large
 Rick Optiz, Vice Mayor & Council Member Ward III
 John Alberts, Council Member Ward II
 Nick Grba, Council Member Ward I
 Mike McEachern, Council Member Ward IV

**From the Office of the
 Parks & Recreation Director
 Jan Scott**

DATE: September 9, 2013

TO: Doug Shivers, Yukon City Clerk

FROM: Jan Scott, Yukon Parks and Recreation Director

RE: Council Agenda Item for September 17, 2013

MEMORANDUM

Please place this on the 9-17-13 Yukon City Council Agenda.

Consider approving an expenditure of funds in an amount not to exceed \$400,000.00, for a construction project to install a splash pad/restroom facility at Sunrise Park, to be paid from the 2012 Series A Revenue bond, as recommended by the parks and recreation director.

The City of Yukon will receive a \$100,000.00 reimbursement from a grant awarded from the Oklahoma Tourism and Recreation Dept. through the federal Land and Water Conservation Fund LWCF.

**Cc: Grayson Bottom
 Tammy DeSpain**

CITY OF YUKON

73085

532 W. Main Street
 P.O. Box 850500
 Yukon, Oklahoma

Phone: 405.350.8937
 Fax: 405.350.7677



Ken Smith, Mayor & Council Member At Large
Rick Opitz, Vice Mayor & Council Member Ward III
John Alberts, Council Member Ward II
Nick Grba, Council Member Ward I
Michael McEachern, Council Member Ward IV

**From the Office of the
Public Works Director
Arnold Adams**

Date: 9/4/13
To: Grayson Bottom
From: Arnold Adams / Public Works Director
Re: Sunrise Park Splash Pad

Grayson,

Below is the list of bids for the new Splash Pad to be built at Sunrise Park.

1. Bid using Power Play equipment and RJR Enterprises for the installation. Total cost of \$388,065.32.
2. Bid using Power Play for equipment and installation. Total cost of \$ 415,500.00.
3. Bid from Vortex for equipment and installation. Total cost of \$ 425,000.00.

I recommend that the City of Yukon accepts bid number 1 from Power Play and RJR Enterprises at a cost of \$388,065.32.

Thank you,

Arnold Adams



12812 S. Memorial Dr., Suite 100
 Bixby, OK 74008
 Phone # (918) 728-9978
 Fax # (918) 394-2435

PROPOSAL

Date	Proposal #
8/27/2013	300

Customer
City of Yukon Accounts Payable PO Box 850500 Yukon, OK 73085

Ship To
Sunrise Park Yukon, OK

Project	Location	REV	Terms	Lead Time
Sunrise Park Splashpad	Yukon, OK	01	10% Down, Net 30	6-8 weeks

Qty	Item	Description
1	0307.0000	CYLINDER SPRAY (EM)
4	7512.0000	JET STREAM (EM)
1	0555.2000	AQUA DOME No.1 (SW, PC)
1	7530.2000	AQUA DOME No. 2 (SW, PC)
3	0519.2008	SPRAY LOOP (SW, PC)
1	0304.0000	WATER TUNNEL No1 (EM)
2	0303.4000	ROOSTER TAIL (SW)
3	7719.2008	LOOP CANNON No. 1 (SW, PC)
1	0103.2000	BUCKET TRIO (SW, PC)
1	7557.2008	FLOWER No. 5 (SW, PC)
2	7446.2008	OMBRELLO TWIRL No1 (SW, PC)
2	0301.4000	GROUND GEYSER (SW)
1	7578.2008	SUNSPRAY No1 (SW, PC)
1	7581.2008	WATERBUG No2 (SW, PC)
1	7399.0000	BOLLARD ACTIVATOR No.2 (SW, PC)
1	2667765.A040	WATER QUALITY MANAGEMENT SYSTEM: SkidPack, Single Loop, Feature Flow 170-250 GPM, Feature Pressure 61-56 FT HD, 7.5 HP Pump, (2) Sand Filters, 208-230V 3-phase, 15 Valve Manifold, WR Smart-Touch Controller w/ 26 Outputs, Becsys 3 Chemical Controller. Chemical Reservoirs not included.
2	44100.0000	CHEMICAL RESERVOIR: Above Ground, 50 Gallons.
3	1000.0001	DECK DRAIN, FIBERGLASS, 12" x 12" x 16", STRAINER BASKET
1	00002	FREIGHT
1	00015	SPLASHPAD START UP & TRAINING

Prices are valid for 60 days. Taxes not included and will be invoiced if applicable. Permits and related engineering, site preparation, unloading, assembly, installation, installation materials and surfacing are not included. Freight charge is for one complete shipment unless noted otherwise. Lead time is based upon receipt of purchase order, deposit, approved submittals and color selections. Terms: 30% deposit, balance net 30 days (with approved credit) upon receipt of equipment. Interest at 1.5% per month will be assessed on all past due amounts.

Subtotal	\$155,000.00
Sales Tax (0.0%)	\$0.00
Total	\$155,000.00



PROPOSAL

Date	Proposal#
8/6/2013	6053534

Name / Address
City of Yukon Parks & Recreation Jason Beal 532 W. Main Yukon, OK 73085

804 N 42nd Street
ROGERS, AR 72756
Ron and Ryan Brown

P.O. No.	Project
	Splashpad

Terms	Due Date
	8/6/2013

Description	Qty	List Price	Amount	Discount	Total
General Conditions	1.0	32,011.00	32,011.00		32,011.00
Construction Entrance	1.0	500.00	500.00		500.00
Splashpad Concrete 4" gray walkway	920.0	5.00	4,600.00		4,600.00
Splashpad Concrete Integral Color (1 color)	2010.0	6.00	12,060.00		12,060.00
Shelter/Amenities/walkway Concrete 4" gray	2250.0	5.00	11,250.00		11,250.00
Water Features & Activators, WQMS, Tank and Drains Instaliation	1.0	49,000.00	49,000.00		49,000.00
12x12' Fabric Shade	2.0	5,000.00	10,000.00		10,000.00
12'x24' Fabric Shade	1.0	5,000.00	5,000.00		5,000.00
6' Bench w/ back	4.0	950.00	3,800.00		3,800.00
Trash Rec. - 32 gal w/ dome lid	3.0	600.00	1,800.00		1,800.00
Rules Sign	1.0	1,200.00	1,200.00		1,200.00
Picnic Tables	5.0	900.00	4,500.00		4,500.00
Equipment Building/Bathroom Complete	1.0	54,000.00	54,000.00		54,000.00
Electrical Service	1.0	5,500.00	5,500.00		5,500.00
Sanitary Sewer hook up	1.0	900.00	900.00		900.00
Sanitary Sewer Cleanout and Backwater Valve	1.0	1,000.00	1,000.00		1,000.00
UV Equipment	1.0	26,000.00	26,000.00		26,000.00
Startup and Training	1.0	3,000.00	3,000.00		3,000.00
Freight	1.0	3,500.00	3,500.00		3,500.00
1/2 of bond	1.0	3,444.32	3,444.32		3,444.32
----- CHANGE ORDER -----					
August 26, 2013					
> Removed 1 Equipment. (-\$155,000.00)					
Total change to estimate -\$155,000.00					

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities. If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

Total

Signature _____

Phone #	Fax #	Cell	E-mail	Web Site
479-936-1092	479- 439-8692	Ryan 479-936-1092 Ron 479-621-3939	ryanbrown@nwarjr.com ronbrown@nwarjr.com	rjplay.com



PROPOSAL

Date	Proposal#
8/6/2013	6053534

Name / Address
City of Yukon Parks & Recreation Jason Beal 532 W. Main Yukon, OK 73085

804 N 42nd Street
ROGERS, AR 72756
Ron and Ryan Brown

P.O. No.	Project
	Splashpad

Terms	Due Date
	8/6/2013

Description	Qty	List Price	Amount	Discount	Total
----- CHANGE ORDER ----- August 27, 2013 > Added 1 1/2 of bond. (+\$3,444.32) Total change to estimate +\$3,444.32 -----					

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities. If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

Total	\$233,065.32
--------------	--------------

Signature _____

Phone #	Fax #	Cell	E-mail	Web Site
479-936-1092	479- 439-8692	Ryan 479-936-1092 Ron 479-621-3939	ryanbrown@nwarjr.com ronbrown@nwarjr.com	rjrplay.com



12812 S. Memorial Dr., Suite 100
 Bixby, OK 74008
 Phone # (918) 728-9978
 Fax # (918) 394-2435

PROPOSAL

Date	Proposal #
8/30/2013	302

Customer
City of Yukon PO Box 850500 Yukon, OK 73085

Ship To
Sunrise Park Yukon, OK

Project	Location	REV	Terms	Lead Time
Sunrise Splashpad	Yukon, OK	00	20% deposit. net 30 days	

Qty	Description
1	SPLASHPAD EQUIPMENT Water features including above-grade and ground level, bollard activator and controller Water distribution system including manifold, solenoid valves and ball valves Water treatment system w/ UV, 4,000 gal underground storage tank and deck drains
1	INSTALLATION 3,000 square foot 4" thick reinforced colored concrete Splashpad w/ medium broom finish Splashpad equipment layout, footings and installation Water feature, WTS and drain line piping and excavation Water treatment system, storage tank and deck drain installation Connect potable water supply to storage tank and mechanical room Connect drain lines to sanitary sewer connection by owner Connect electrical service by owner to Splashpad system controller
1	SITE AMENITIES/FURNISHINGS Mechanical room and bathroom (2) 12'x12' and (1) 12'x24' Fabric Sun Shades (4) park benches, (5) picnic tables, (3) trash receptacles and (1) Splashpad rules sign
1	SPLASHPAD START UP AND OWNER/OPERATOR TRAINING OWNER TO PROVIDE: Tax exempt allowance to vendor, waive all permit fees. Demolition, site preparation/grading and finish sod. All utilities to site including electrical, potable water supply w/ BFP and sanitary sewer. EXCLUSIONS: Bonding, insurance, permits, testing, soil stabilization and rock excavation.

Prices are valid for 30 days. Taxes not included and will be invoiced if applicable. Permits and related engineering, site preparation, unloading, assembly, installation, installation materials and surfacing are not included. Freight charge is for one complete shipment unless noted otherwise. Lead time is based upon receipt of purchase order, deposit, approved submittals and color selections. Terms: 30% deposit, balance net 30 days (with approved credit) upon receipt of equipment. Interest at 1.5% per month will be assessed on all past due amounts.

Subtotal	\$415,500.00
Sales Tax (0.0%)	\$0.00
Total	\$415,500.00



QUOTATION

Account: City of Yukon, Oklahoma
Project: Sunrise Park Splashpad
Project ID: 16985

Date: 8/30/2013
Quote #: 571

Contact: Jason Beal
Phone: (405) 350-8937
Email: jbeal@cityofyukonok.gov

Prepared By: Barbara Lapierre
Phone: (514) 694-3868
Email: blapierre@vortex-intl.com

Bill To: City of Yukon
532 W. Main
Yukon, OK 73085

Ship To: Sunrise Park
Yukon, OK

QTY	DESCRIPTION
1	SPLASHPAD WATER FEATURES AND BOLLARD ACTIVATOR
1	SPLASHPAD WATER DISTRIBUTION SYSTEM
1	SPLASHPAD WATER QUALITY MANAGEMENT SYSTEM W/ UV
1	SPLASHPAD WATER CONTAINMENT SYSTEM
3	SPLASHPAD DECK DRAINS W/ STRAINER BASKET
1	SPLASHPAD EQUIPMENT INSTALLATION
1	SPLASHPAD ACTIVITY DECK CONCRETE; 3,000 SqFT
1	BUILDING WITH PUMP ROOM AND RESTROOMS
2	12'x12' KITE SHADE
1	12'x24' HIP DESIGN SHADE
4	PARK BENCH W/ BACK
5	PICNIC TABLE
3	TRASH RECEPTACLE
1	SPLASHPAD RULES SIGN
1	START UP AND TRAINING
TOTAL	\$425,000.00

LEAD TIME: Embeds 3-4 weeks; water features 6-8 weeks; water recirculation equipment 10 weeks.
Lead times are contingent upon receipt of purchase order, approved drawings and color selections

TERMS: 20% deposit w/ order, balance due net 30 days from date on invoice

EXCLUDES: Taxes, insurance and bonding costs, permits/fees, soil testing and rock excavation.

CONDITIONS OF SALE: In the event of non-payment, Vortex Aquatic Structures reserves the right to cease manufacturing or shipping until such payments with penalties, if any, are made by the purchaser with no liability on the part of Vortex Aquatic Structures. Should said purchaser fail to make subsequent payments as required, Vortex Aquatic Structures shall be entitled to retain payments previously made as liquidated damages. Storage fees may apply for orders ready for delivery but the purchaser has requested a delay in shipment.



Ken Smith, Mayor &, Council Member At Large
Rick Optiz, Vice Mayor & Council Member Ward III
John Alberts, Council Member Ward II
Nick Grba, Council Member Ward I
Mike McEachern, Council Member Ward IV

From the Office of the
Parks & Recreation Director
Jan Scott

DATE: September 12, 2013
TO: Doug Shivers
FROM: Jan Scott
RE: Jackie Cooper Gym floor replacement

Doug,

We have received 3 quotes for the JCG floor replacement. This project is due to the flooding of the JCG. Insurance was filed and payment was received for a portion of the cost, with final cost to be reimbursed.

Here is a summary of the quotes:

1. Z Floor Company – \$115,000.00
2. Signature Sports Flooring – \$160,054.92
3. Vector Concepts - \$150,140.95

I recommend Vector Concepts to replace the floor. They are very familiar with our gym and have good references. Their plan seems to involve much more prep work and a quality water mitigation system.



The Force In Floorcovering Ideas

9010 North Royal Lane Suite 110
Irving, Texas 75063

972/399-1303 • Fax 972/790-7535

Attention: QUINCY RINKLE

Manager: STEVE SYDNES

Estimator: DOTSON, BILLY

Admin: BILLY DOTSON

Time: 1:16 PM

Revision #: _____

Proposal

49214

Date: 8/29/2013

Plan Date: _____

Bid Due Date: 8/29/2013

Project

Addendums Read: _____

CITY OF YUKON 500 W. MAIN ST YUKON, OK 73099	
QUINCY RINKLE Phone: (405) 708-3861- Cell: Fax: (405) 354-4357-	

JACKIE COOPER CENTER GYMNASIUM 1024 EAST MAIN STREET YUKON, OK 73099	
QUINCY RINKLE Phone: (405) 708-3861- Cell: Pager: Fax: (405) 354-4357-	Phone: Cell: Pager: Fax:

REVISED GERFLOR TARAFLEX SPORT M PLUS REPLACEMENT - TWO COLORS INCLUDING TARAFLEX SURFACE AND BLEACHER GARD UNDER BLEACHERS - BEADBLASTING AND MOISTURE MITIGATION

Line No.	Manufacturer Style	Color Name Color Number
1	REMOVAL OF EXISTING GYM FLOORING AND ADHESIVE - VECTOR CONCEPTS, INC MISC	LABOR
	LABOR	
2	MOISTURE MITIGATION SYSTEM - CHEMREX BY DEGUSSA	10 GAL KIT 680-1170 SQ FT PER UNIT
	MV-BLOCK - UP TO 15LBS MVE AND 100% RH	
3	BEADBLASTING AND INSTALLATION OF MOISTURE MITIGATION SYSTEM - VECTOR CONCEPTS, INC MISC	N/A
	N/A	
4	SHEET FLOORING - COURT COLOR - FIELD COLOR GERFLOR THE FLOORING GROUP	MAPLE DESIGN
	TARAFLEX SPORT M +	6381
5	WELDING ROD - COURT COLOR - GERFLOR THE FLOORING GROUP	MAPLE DESIGN
	WELDING ROD SPORTS CR 50 (5mm) 328'	0896
6	SHEET FLOORING - ACCENT COLOR - GERFLOR THE FLOORING GROUP	BLUE
	TARAFLEX SPORT M +	6430
7	WELDING ROD - ACCENT COLOR - GERFLOR THE FLOORING GROUP	BLUE
	WELDING ROD SPORTS CR 50 (5mm) 328'	0570
8	2.0 MM SURFACE MATERIAL FOR UNDER BLEACHERS - GERFLOR THE FLOORING GROUP	BLUE
	TARAFLEX SURFACE	6430
9	BLEACHER GARD - OSCODA PLASTICS, INC	DARK MATTE GRAY
	3/16" THICK 5' X 8' SHEETS -5mm	MATTE DARK GRAY
10	ADHESIVE FOR SPORT M PLUS SHEET FLOORING - ROYAL ADHESIVES & SEALANTS (PARA-CHEM®)	4 GALLON (425 sq ft to bkt)
	GERFIX TPS (425SF PER 4 GAL BUCKET)	N/A
11	ADHESIVE FOR BLEACHER GARD - SHEET TO CONCRETE AND SHEET TO SURFACE MATERIA - MAPEI	2 GALLON
	G-19 URETHANE (400 SQ FT PER UNIT VINYL AND 185 SQ SF FOR RUBBER)	2 GALLON

JACKIE COOPER CENTER GYMNASIUM

CITY OF YUKON

12	GAMELINE PAINT - BASKETBALL COLOR -	
	VECTOR CONCEPTS, INC PAINTS	TBD
	GAMELINE PAINT POLANE RTA	TBD
13	GAMELINE PAINT - VOLLEYBALL COLOR -	
	VECTOR CONCEPTS, INC PAINTS	TBD
	GAMELINE PAINT POLANE RTA	TBD
14	GAMELINE PRIMER -	
	VECTOR CONCEPTS, INC PAINTS	PRIMER
	F10 POLANE PRIMER	PRIMER
15	GAMELINE PAINT LABOR -	
	VECTOR CONCEPTS, INC MISC	LABOR
	LABOR - MISC	
16	STANDARD FLOOR PREP -	
	CHAPCO	10 LB BAG
	SMOOTH FINISH	
17	PRIMER -	
	CHAPCO	1 GAL
	MP MULTI PURPOSE PRIMER - 1 GAL	
18	B-1 WALL BASE SUPPLIED AND INSTALLED -	
	JOHNSONITE®	BLACK
	WALL BASE (CB) - VINYL - 4" x 1/8"	40
19	TRANSITIONS -	
	JOHNSONITE®	BLACK
	ADAPT/TRANS - CTA-XX-D CARPET TO RESILIENT	CTA-40-D

TOTAL (THESE LINE ITEMS TAX EXEMPT) \$150,140.95

FACILITY TO PROVIDE LARGE ROLLOFF DUMPSTER TO DISPOSE OF EXISTING FLOORING

LEAD TIME

*10-12 WEEKS FROM ORDER DATE UNLESS CURRENT STOCK IS AVAILABLE

INCLUDED

*2 YEAR LABOR WARRANTY
*15 YEAR GERFLOR MANUFACTURER WEAR WARRANTY
*ONE BAG FLOOR PREP PER 500 SF OF FLOORING FOR NORMAL FLOOR PREP (*SAW CUTS, EXPANSION JOINTS, SMALL HOLES & CRACKS - NOT FLOOR LEVELING*)

TERMS

*50% DEPOSIT REQUIRED AT TIME OF ORDER
*BALANCE NET 30 DAYS AFTER INSTALL
*NON-CANCELLABLE

EXCLUSIONS

*3RD PARTY MOISTURE TESTING (IF REQUIRED) NOT INCLUDED
*PROVIDE AND INSTALL OF VOLLEYBALL SLEEVES

JOBSITE CONDITION REQUIREMENTS

*CONCRETE FIT FOR PURPOSE
*JOBSITE CONDITIONS REPORT (PROVIDED BY VECTOR CONCEPTS) MUST BE FILLED OUT AND RETURNED PRIOR TO INSTALLATION OF MOISTURE KITS.
*PERMANENT DOORS, WINDOWS, AND WALLS MUST BE COMPLETE
*75 DEGREES HVAC CLIMATE CONTROLLED CONDITIONS MUST BE MAINTAINED FOR ONE WEEK PRIOR TO MOISTURE KITS BEING INSTALLED, DURING INSTALLATION PROCESS, AND ONE WEEK AFTER INSTALLATION IS COMPLETE .
*ALL OTHER TRADES WORK MUST BE COMPLETE INCLUDING ALL OVERHEAD WORK (i.e. basketball goals, lighting, painting, etc....) PRIOR TO FLOOR INSTALLATION
*SLAB FLATNESS OF 1/8" IN 10' IS REQUIRED
*NO TRAFFIC (FOOT, ROLLING, ETC) FOR 72 HRS AFTER COMPLETION OF INSTALLATION

Terms of Payment are "Due Upon Receipt" of Vector's invoice and included:

- Deposits / Down payment on custom, special or single source orders for which Vector is required to make payment in advance.
- Progress billing for all interim work on a monthly basis, including all materials segregated or shipped from the manufacturer for the job, whether stored on customer's site or in Vector's warehouse.
- Final payment including any negotiated retention not to exceed 90 days from completion of flooring work

Upon credit approval, Vector Concepts will furnish, deliver, and install the above material in accordance with manufacturers guidelines for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Client is responsible for the condition of the job site which is concrete fit for purpose, to be broom swept, clear of trash & debris and ready for floor coverings. Unless specifically included, this proposal excludes: all demolition, repair or take-up of existing flooring; vacuuming, damp mopping, buffing, waxing or floor protection; floor floating, leveling or repair; sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; asbestos control/abatement; attic stock of material; furniture movement; any addenda beyond the base bid per industry standard site conditions. This proposal includes only work during regular hours and for a single phase job. Client must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Any floor preparation or activity not included in this proposal will be billed on a time plus material basis. Client is subject to payment for stored materials whether on jobsite or in Vector Concepts warehouse. Vector Concepts will not accept charge backs for damage or cleaning without the option to inspect claim(s) and to repair or to make arrangements for repairs of damages. Vector Concepts is not responsible for any claims that might result from product delivery date changes beyond their control. This proposal is valid for forty-five (45) days.

DALLAS

CITY OF YUKON

Signed: _____

Signed: _____

STEVE SYDNES

Proposed Installation Start Date: _____

Fax Reply to (972) 790-7535



Signature Systems Group, LLC
 50 East 42nd Street - 14th Flr.
 New York, NY 10017
 www.signaturesportsflooring.com

Quotation

Date	Quote #
8/29/2013	100186

Bill To
City of Yukon Quincy Rinkle 2200 S. Holly Yukon, OK 73049

Ship To
City of Yukon Quincy Rinkle 2200 S. Holly Yukon, OK 73049 405-354-8442

TOLL FREE: 800-705-1544
PHONE: 212-953-1116
FAX: 212-953-1117

Rep	Terms
DB	Net 30

Qty	Item	Description	U/M	Rate	
46	SFLX65 - MAPLE (...)	Flooring to cover approximately 13,000 sq. ft. SignaFlex65 - Rolled Vinyl Flooring - 290 SQFT per roll - 6.5mm X 5' 11' X 49' (6.5mm X 1.8 M X 15LM/Roll) - Wood Color: Maple (Grand) Pricing is based on one solid color floor. Maple or Oak(stocked materials) Non-stocked colors will be additional charges and longer lead times.	rl	1,000.00	46,000.00
22	SFLXADH (FL)	SignaFlex - Adhesive/Acrylic - 4 Gallon Container (Cover approx. 600 SQFT)	ea	115.00	2,530.00

Total

Quotation Valid for 30 Days

- We also offer a complete line of:**
- Gym Floor Covers
 - Gym Wall Padding
 - Modular Flooring
 - Commercial Flooring
 - Synthetic Flooring
 - Rubber Flooring
 - Stadium & Arena Flooring

Also Visit:
www.modularitytiles.com
www.floorandmatstore.com

Name: _____

Signature: _____

I hereby accept this quotation and agree to the terms and conditions listed

PO Number: _____

Original PO required prior to shipping

Unless otherwise noted, specialized freight services such as lift-gate, inside delivery, unloading equipment, driver's assistance & residential delivery are not included in the quoted shipping charge.



Signature Systems Group, LLC
 50 East 42nd Street - 14th Flr.
 New York, NY 10017
 www.signaturesportsflooring.com

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Qty	Item	Description	U/M	Rate	
7	SFLXWR - MAPL...	SignaFlex - Weld Rod - 328LINFT/Roll (4.0 mm X 100LM/Roll) - Maple	rl	88.53	619.71
9	SSF - Logo	Primer	ea	75.00	675.00
9	SFLOR-LP-Custom	SignaFlor Line Paint - 1 qt Custom Color and 1 pint colorless- covers 400 linear ft in a 2" line. Game lines to include 3 basketball and 3 volleyball. Colors TBD. Additional charges for additional games lines	ea	164.00	1,476.00

Total

Quotation Valid for 30 Days

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 - Gym Wall Padding
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 50 East 42nd Street - 14th Flr.
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 PHONE: 212-953-1116
 FAX: 212-953-1117

Rep	Terms
DB	Net 30

Qty	Item	Description	U/M	Rate	
1	SSF - Labor	Installation Fee- Pricing includes removal of existing floor - Customer is responsible for providing a dumpster onsite and removal of waste from dumpster. Pricing includes shot blasting and diamond grinding edges to properly prepare slab for moisture system Pricing includes installation of Concrete Curing Systems CCS-S2 Moisture Mitigation due to high levels of moisture in the slab. - Signature will moisture test slab once existing floor is removed. Pricing includes full installation of Signaflex rolled vinyl and application of all games lines. Final Layout TBD	ea	105000.00	105,000.00

Total

Quotation Valid for 30 Days

- We also offer a complete line of:**
- Gym Floor Covers
 - Gym Wall Padding
 - Modular Flooring
 - Commercial Flooring
 - Synthetic Flooring
 - Rubber Flooring
 - Stadium & Arena Flooring

Also Visit:
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Name: _____

Signature: _____

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Signature Systems Group, LLC
 50 East 42nd Street - 14th Flr.
 New York, NY 10017
 www.signaturesportsflooring.com

Quotation

Date	Quote #
8/29/2013	100186

Bill To
City of Yukon Quincy Rinkle 2200 S. Holly Yukon, OK 73049

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TOLL FREE: 800-705-1544
PHONE: 212-953-1116
FAX: 212-953-1117

Rep	Terms
DB	Net 30

Qty	Item	Description	U/M	Rate	
1	FREIGHT	Freight charge - a forklift onsite is required due to size and weight of delivery		3,754.21	3,754.21
		Final pricing will be determined by final approved layout and color choice of Signaflex. Out-of-state sale, exempt from sales tax		0.00%	0.00

Total	\$160,054.92
--------------	---------------------

Quotation Valid for 30 Days

- We also offer a complete line of:**
- Gym Floor Covers
 - Gym Wall Padding
 - Modular Flooring
 - Commercial Flooring
 - Synthetic Flooring
 - Rubber Flooring
 - Stadium & Arena Flooring

Also Visit:
www.modularitytiles.com
www.floorandmatstore.com

Name: _____

Signature: _____

I hereby accept this quotation and agree to the terms and conditions listed

PO Number: _____

Original PO required prior to shipping

Unless otherwise noted, specialized freight services such as lift-gate, inside delivery, unloading equipment, driver's assistance & residential delivery are not included in the quoted shipping charge.

PROPOSAL-ACCEPTANCE

Z FLOOR CO., LTD

350 BETCHAN AVENUE LAKE DALLAS, TX 75065

Ph. 940-497-4994 fax: 940-497-5044

Website: zfloor.com Email: sales@zfloor.com

DISTRIBUTOR FOR CONNOR SPORTS FLOORING

MEMBER OF BUYBOARD & REGION 7

MEMBER OF MFMA

PROJECT

CITY OF YUKON

AT: QUINCY

DATE:

08/30/2013

WE HEREBY SUBMIT AN ESTIMATE PER PLANS AND SPECIFICATIONS FOR THE FOLLOWING:

GYMNASIUM

TEAROUT AND DISPOSE OF EXISTING FLOOR

SCRAPE ADHESIVE

PREP SLAB TO LEVEL 1

APPLY PALLMAN P108 MOISTURE MITIGATION SYSTEM

SUPPLY AND INSTALL CONNOR 7MM SPORT GRAIN PLUS VINYL SPORT FLOORING (WOOD GRAIN)

STRIPING OF 2 BASKETBALL AND 2 VOLLEYBALL COURTS

NEW BASE

\$115,900.00

PLEASE CONSIDER THIS AN EXTENDED INVITATION TO VISIT OUR CONNOR DESIGN CENTER

PAYMENT TO BE MADE AS FOLLOWS:

All material are guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practice. Any alteration or deviation from the above specifications, or excessive price increase for materials due to Natural Disasters involving extra cost will be executed only upon written orders and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents or other contingencies beyond our control. Owner is to carry fire, tornado and other necessary insurance.

AUTHORIZED SIGNATURE KEVIN ZABLOSKY

NOTE:

This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, terms, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

ACCEPT. DATE _____

SIGNATURES _____



September 5, 2013

Mr. Grayson Bottom
City Manager
City of Yukon
P.O. Box 850500
Yukon, Oklahoma 83085

Re: Health Center Parkway Extension

Dear Mr. Bottom:

Please find enclosed a contract for design services for the Health Center Parkway Extension. The design in general extends the boulevard section with two roundabouts to the north as depicted in the accompanying figure. The preliminary cost opinion for the roadway is \$1,640,000 and \$236,000 for the waterline based on current bid prices for Yukon Concrete Paving, Drainage, Water, and Sewer Project. Without survey data to design the conceptual sanitary sewer, a gravity sanitary sewer is projected to flow to the east. Based on this, the sanitary sewer cost opinion is \$200,000. The total construction cost opinion, based on conceptual reviews, is \$2,076,000.

Triad proposes a design fee of 6% of the actual construction cost. The fee includes one redesign of the project at preliminary plan stage. The total estimated design fee is \$124,560. Please find enclosed the design contract for your review.

If you have any questions or need additional information, please contact me.

Sincerely,

Joe B. Davis, P.E.
Partner

JBD:mj/Enclosures

cc: File

**CITY OF YUKON, OKLAHOMA
ENGINEERING CONTRACT**

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

Preliminary plans, final plans, specifications, estimates, and periodic engineering observation for the construction of Health Center Parkway Extension.

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

SECTION 1

The Consulting Engineer agrees:

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

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

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

SECTION 2

The City agrees:

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

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

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

SECTION 3

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

1. A written notice by the City to proceed will be made to the Consulting Engineer for the project to be designed. The Consulting Engineer in concert with the City will provide the City with a detailed time schedule for the project to be designed.
2. The Consulting Engineer will furnish to the City a complete set of construction plan tracings and the necessary special provisions for the project.
3. When the plans are completed to the preliminary state, the Consulting Engineer will meet with the City to review the design features to be incorporated in the final plans.
4. For any major revision in the character or scope of the work in design ordered in writing by the City, after the performance of the preliminary plans (35%), a supplemental agreement will be negotiated, prior to performing the additional work.
5. The City reserves the right to delete any portion of this contract at any time, and if such is done, the total engineering fee shall be reduced in the same ratio as the estimated cost of the work deleted varies with the estimated cost of the work as originally planned, or when appropriate, the engineering fee shall be computed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted, the Consulting Engineer shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
6. The City reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any

other reason, the Consulting Engineer shall be paid by the City the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the City shall be conclusive and binding.

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

IN WITNESS WHEREOF we have hereunto set our hands and seals, the Consulting Engineer on the _____ day of _____, 2013, and the City on the _____ day of _____, 2013.

TRIAD DESIGN GROUP, INC.

ATTEST:

President

Secretary

THE CITY OF YUKON

ATTEST:

Mayor

City Clerk

EXHIBIT "A"

SPECIAL CONTRACT REQUIREMENTS

PAYMENT OF CLAIMS

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

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

SCHEDULE OF PROGRESSIVE PAYMENTS

The Engineer shall be entitled to an accumulative total payment of 35% of the total fee upon completion and approval of the Preliminary Plans.

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

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

The Engineer shall be entitled to actual payroll cost plus 25% for payroll additives, plus 150% thereof for part-time observation for the City and shall be paid on approval of monthly claims at a cost not-to-exceed \$15,000. The City may extend this amount based on additional work required by the City.

EXHIBIT "A", cont'd

PROBABLE CONSTRUCTION COST OPINION
HEALTH CENTER PARKWAY EXTENSION

Roadway Section -	\$1,640,000
12" Water Line -	\$236,000
Sanitary Sewer -	<u>\$200,000</u>
	\$2,076,000

FEE SCHEDULE		
Construction Cost Opinion	Fee Percentage	Design Fee
\$2,076,000	6%	\$124,560

Contract Part I: 15658 CDBG 13

FEI #: 736005519

CONTRACT
PART I
SUMMARY AND SIGNATURES

Contracting Agency:	Oklahoma Department of Commerce State of Oklahoma (ODOC)
Contractor:	City of Yukon
Contract Title:	
Contract Number:	15658 CDBG 13
Contract Amount:	\$63,595.00
Source:	U.S. Department of Housing and Urban Development (HUD) Catalog of Federal Domestic Assistance (CFDA) Number 14.228
Funding Period:	September 6, 2013 through September 6, 2015

Submit Requisitions to:	Issue Payment To:
Community Development	City of Yukon
Oklahoma Department of Commerce	PO Box 850500
900 North Stiles	Yukon, OK 73085-0500
Oklahoma City, OK 73104-3234	

AGREEMENT	Part I - Summary and Signatures
COMPONENTS:	Part II - Terms and Conditions
	Certification Regarding Lobbying

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by: City of Yukon	Executed by: Oklahoma Department of Commerce
Signature of Authorized Official	Signature of Authorized ODOC Official
Date	Date



PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the U.S. Department of Housing and Urban Development (HUD) for the CDBG Program for non-entitlement areas. Notwithstanding any other provisions, payments to the Contractor by ODOC are subject to the availability of such funds to ODOC as determined by federal and/or State action and/or law. ODOC may take any action necessary in accord with such determination.

2. MODIFICATION AMENDMENT

- a. This contract is subject to such modification as may be required by federal or State law or regulations. Any such modification may be done unilaterally by ODOC.
- b. This contract may be for a multi-year project and as such may be extended, renewed or otherwise amended. Any extensions or renewals must be approved by ODOC.
- c. Revisions to the contract and the attached budget, which is a part of this contract, must be approved in writing in advance by ODOC.
- d. A waiver by ODOC of any provision of this contract must be in writing and signed by the Director of ODOC or designee.

3. ODOC

- a. ODOC will provide funding for the project up to the total amount listed in Part I: Total Project Funding.
- b. ODOC shall perform monitoring to assess the Contractor's financial and program compliance and progress but said monitoring and evaluation shall not relieve the Contractor of any obligation or duty under this contract.

4. CONTRACTOR

- a. The Contractor agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application, all amendments thereto and all correspondence relating thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application, amendments and correspondence and the provisions of this contract shall be controlled by this contract.
- b. None of the work and services covered by this contract may be subcontracted without prior written approval of ODOC. All compensated administrative consultants engaged by the Contractor must be Certified CDBG Administrators. However, said determination by ODOC shall not relieve the Contractor of its independent obligation to ensure that such persons are fully



qualified, and able to perform the duties they have contracted to perform.

- c. In no event will any subcontract or subcontractor incur obligation on the part of ODOC.
- d. The Contractor shall comply with all requirements of the ODOC CDBG Project Management Guide. The Guide is hereby annexed and incorporated and made a part of this contract. The Guide may be amended during the current contract year by ODOC. All amendments shall be based on changes in federal and State laws or regulations and shall be mailed to the Contractor at the address indicated in Part I of the contract.
- e. The Contractor shall commence actual construction or otherwise begin implementation of the funded project within two hundred seventy (270) days from the start date of the contract.
- f. Upon notification of meetings or training sessions scheduled by ODOC, the Contractor shall ensure the attendance of any person performing services under this contract whose presence is requested.

5. EMPLOYEE BENEFITS

The Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.

6. CERTIFICATIONS BY CONTRACTOR

- a. The Contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.
- b. The Contractor specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders and any amendments thereto:

(1) Equal Opportunity

- (a) Title VI of the Civil Rights Act of 1964 (42 USC §§2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR, Part 1;
- (b) Title VIII of the Civil Rights Act of 1968 (42 USC §§3600-3620, 1988), popularly known as the Fair Housing Act;
- (c) Executive Order 11063 (1962) as amended by Executive Order 12259, which requires equal opportunity in housing. HUD regulations are at 24 CFR, Part 107;



(d) Section 109 of the Housing and Community Development Act of 1974, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

(i) Age Discrimination Act of 1975 (42 USC §§6101, et seq., State Program, Final Rule);

(ii) Section 504 of Rehabilitation Act of 1973 (29 USC 794);

Regulations are at 24 CFR, Part 570.601;

(e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC §1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in or owned in substantial part by residents of the project area. Regulations are at 24 CFR, Part 135;

(f) Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR, Part 130 and 41 CFR, Part 60-1;

(g) Section 504 of the Rehabilitation Act of 1973, as amended, which establishes policies, goals and procedures for assuring no otherwise qualified individual with disabilities is, solely on the basis of the disability, denied benefits, subjected to discrimination or excluded from participation in any program or activity receiving federal assistance.

(2) Labor Standards

(a) Davis-Bacon Act (40 USC §276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction contracts over \$2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR, Part 5. The Contractor further certifies that it shall include in its bidders' packages the U. S. Department of Labor Wage Determination List and a statement that the Contractor and any subcontractors must comply with these wage rates in performance of the work required;

(b) Copeland (Anti-Kickback) Act (18 USC §874, 40 USC §176c), which applies to all contracts covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed.



Regulations are at 29 CFR, Part 3;

- (c) Contract Work Hours and Safety Standards Act (40 USC §§327, et seq.), which requires overtime compensation. Regulations are at 29 CFR, Part 5;

(3) Environment

- (a) National Environmental Policy Act of 1969 (42 USC §§4231, et seq.) (NEPA), and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;

- (b) The Contractor's chief executive officer hereby assumes the status of a responsible federal official under NEPA and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official;

- (c) Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Contractor that the activities of Administration and Engineering located in 24 CFR 58.34(a) are exempt activities. Upon execution of this contract the activities of Administration and Engineering require no further environmental review.

- (d) Finding of Categorical Exclusion/Not Subject to 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Contractor that the activity of Purchase of Equipment located in 24 CFR 58.35(b) is a Categorically Excluded activity not subject to 24 CFR 58.5. Upon execution of this contract this activity requires no further environmental review.

(4) Acquisition and Relocation

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17). Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24;

(5) Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§4821, et seq.), which prohibits the use of lead-based paint in residences for which federal assistance is provided. Regulations are at 24 CFR, Part 35;

(6) Debarment and Suspension

The Contractor certifies it will require certification from



subcontractors that neither the subcontractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any proposal submitted as required by 24 CFR, Part 570.489;

- (7) The Contractor certifies that it is in compliance with 25 O.S. §1313(B).
- (8) The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

7. HOLD HARMLESS CLAUSE

- a. The Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Contractor. The Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for the Contractor, the Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees for all the hereinbefore-described expenses, claims, actions or amounts recovered.
- b. In the event the Contractor chooses to use volunteer labor to assist in the project activities, the Contractor shall bear any and all liability for any injury or harm caused by the volunteer labor or any harm or injury to the volunteer labor.

8. POLITICAL ACTIVITY

- a. All employees of the Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§1501, et seq., 18 USC §595 and any amendments thereto).
- b. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- c. No portion of the contract funds may be used for lobbying activities.

9. NO-CONFLICT COVENANT

The Contractor covenants that no officers or employees of any governing board of the Contractor have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this



contract. The Contractor further covenants that in the performance of this contract no person having any such interest will be employed. The Contractor covenants that no employee of ODOC has any interest, direct or indirect, nor has any employee of ODOC received anything of value in connection with this contract.

10. PUBLICATIONS AND OTHER MATERIALS

- a. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.
- b. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

11. CONTRACT ADMINISTRATION

The Contractor shall comply with 24 CFR, Part 570, Community Development Block Grants State Program Final Rule, and OMB Circular A-87, Cost Principles for State and Local Governments, except as directed otherwise in writing by ODOC, as they relate to the application, acceptance and use of federal funds and with the Oklahoma Department of Commerce requirements pursuant thereto, which are published in the ODOC CDBG Project Management Guide.

12. COMPENSATION TO CONTRACTOR

- a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred prior to the contract start date. No ODOC funds may be used for expenses incurred after the contract end date.
- b. ODOC shall disburse funds to the Contractor upon receipt and approval by ODOC of timely, properly executed Requests for Payment of Contract Funds. The Contractor may submit a Request for Payment of Contract Funds as often as necessary to meet its financial obligations. All funds received shall be expended within fifteen (15) days of receipt. No funds shall be disbursed by ODOC when any of the following conditions are present:
 - (1) The latest Monthly Expenditure Report due has not been received and accepted by ODOC. The Contractor is required to submit a Monthly Expenditure Report by the tenth (10th) of the month following the receipt and/or expenditure of funds;
 - (2) Funds are requested for activities not listed on the contract budget or are in excess of the current budget amount for a



particular activity.

- c. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than sixty (60) days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the sixty (60) days may be disallowed by ODOC.
- d. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to the Contractor to effect proper cash management.
- e. Payments by Contractor for administrative services will be made in conformance with the following schedule:

<u>Maximum Fee (Cumulative)</u>	<u>Activity</u>
25%	Release of funds
90%	During project implementation - paid on a pro rata basis as project funds are expended
100%	Project Completion Report filed

- f. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Contractor may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§250, et seq.

13. AUTHORITY TO USE GRANT FUNDS (RELEASE OF FUNDS)

- a. No costs, with the exception of administration and engineering, shall be incurred until after the Contractor has received written notice from ODOC that the Contractor has satisfied the specific requirements listed herein for release of funds. The Contractor may submit a request for Authority to Use Grant Funds for this activity prior to the release of other funded activities.
- b. The Contractor shall meet required Authority to Use Grant Funds (Release of Funds) requirements within one hundred twenty (120) days after the beginning of the contract period. In accordance with the CDBG Project Management Guide and other policies as noted below, the Contractor shall submit to ODOC "Request for Authority to Use Grant Funds (Release of Funds)" and required supporting documentation as follows:
 - (1) Environmental Review: The Contractor shall complete an Environmental Review for each contract activity with the exception of exempt activities and categorically excluded activities not subject to 24 CFR 58.5, i.e., administration, engineering and purchase of equipment;
 - (2) Leverage Commitment: The Contractor shall submit



Certification of Leverage, certifying that leverage funds are available and identifying the source and amount in accordance with approved application.

- (3) Insurance and Bonding: The Contractor shall submit evidence of:
 - (a) General liability insurance covering the funded activities; and
 - (b) Bonding of all officials who are responsible for financial transactions relating to this contract;
- (4) Anti-Displacement Plan: The Contractor must adopt and submit an Anti-Displacement Plan in accordance with ODOC CDBG Project Management Guide;
- (5) Other: Special conditions in accordance with this contract and ODOC CDBG Project Management Guide as follows:
 - (a) Contractor has met any special conditions specified in Section II of this contract;
 - (b) Contractor's audit has been accepted and approved by ODOC;
 - (c) Contractor has attended a CDBG training session.

14. PROCUREMENT

- a. Procurement, management and disposition of property acquired with contract funds shall be governed by federal and State law, and as directed by ODOC in the CDBG Project Management Guide. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O.S. §§101, et seq.
- b. Materials acquired for construction purposes shall be deemed real property once they have become part of the improvement.

15. RECORDS, REPORTS, DOCUMENTATION

- a. The Contractor shall maintain records and accounts, including property, personnel and financial records that properly document and account for all project funds. Specific types and forms of record are required in the ODOC CDBG Project Management Guide.
- b. The Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, HUD, the Comptroller General and ODOC, its agents and designees for inspection and use in carrying out its responsibilities for administration of funds.
- c. The Contractor will submit to ODOC documentation of local leverage funds used for the project in such form and at such times



as required by ODOC.

- d. The Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

16. CLOSING OUT OF CONTRACT

- a. The Contractor shall promptly return to ODOC any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received as of the final date of the period funded.
- b. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Contractor as of the final date of the period funded.
- c. The Contractor cannot close out the contract until the project is completed and all monitoring issues have been resolved and approved by ODOC.
- d. The Contractor shall submit closeout documents in accordance with ODOC Project Management Guide no later than sixty (60) days after the final date of the period funded or upon completion of the project, whichever comes first.

17. AUDIT, DISALLOWED COSTS

- a. The Contractor shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.
- b. The Contractor shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.
- c. In the event an audit results in the determination that the Contractor has expended contract funds on unallowable costs, the Contractor shall reimburse ODOC in full for all such costs.

18. PROGRAM INCOME

The Contractor shall account to ODOC for all Program Income resulting from this agreement, as provided in 24 CFR 570.489(e) and any amendments thereto. Disposition of Program Income will be determined by ODOC.

19. INTERPRETATION, REMEDIES

- a. In the event the terms or provisions of this contract are breached by either party or in the event a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§250, et seq.



- b. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by the Contractor that exists then or occurs later.
- c. This contract shall be construed and interpreted pursuant to Oklahoma law.

20. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:
 - (1) The Contractor fails to meet the requirements for Authority to Use Grant Funds within one hundred twenty (120) days after the beginning of the contract period;
 - (2) The Contractor fails to commence actual construction or otherwise begin implementation of the funded project within two hundred seventy (270) days from the start date of the contract;
 - (3) The Contractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC policies and issuances, or is unduly dilatory in executing its commitments under this contract;
 - (4) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out;
 - (5) The Contractor has submitted incorrect or incomplete documentation pertaining to this contract;
 - (6) The Contractor is unduly dilatory in executing its commitments under a prior contract with ODOC, including, but not limited to submission of any audits due, resolution of audit findings and monitoring results.
- c. In the event of termination or suspension, the Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Contractor shall reduce to the minimum possible obligations, prepaid expenses and other costs.
- d. The Contractor shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this agreement by the Contractor. ODOC may withhold payments due under this agreement pending resolution of the damages.



- e. ODOC reserves the right to cancel, suspend or terminate this contract without notice, in the event the Contractor has outstanding issues relating to another contract with ODOC. These issues include but are not limited to:
- (1) Failure to timely submit any required reports;
 - (2) Failure to respond to any communication from ODOC; and
 - (3) Failure to abide by any programmatic or ODOC requirements.

21. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

RESOLUTION NO. 2013-13

RESOLUTION DECLARING THE INTENT TO CONSIDER APPROVAL OF A PROJECT AND CREATION OF A TAX INCREMENT DISTRICT OR DISTRICTS UNDER THE LOCAL DEVELOPMENT ACT; DIRECTING PREPARATION OF A PROJECT PLAN; APPOINTING A REVIEW COMMITTEE; DIRECTING THE REVIEW COMMITTEE TO MAKE FINDINGS AS TO ELIGIBILITY AND FINANCIAL IMPACT, IF ANY, ON TAXING JURISDICTIONS WITHIN THE DISTRICT; AND DIRECTING THE REVIEW COMMITTEE TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT

WHEREAS, it is an objective of the City of Yukon (“City”) to promote economic development within its boundaries in order to attract major investment, enhance the tax base, stimulate economic growth, and improve the quality of life in and around the City; and

WHEREAS, in order to stimulate economic development, it is necessary and desirable to establish a legal and economic mechanism that will provide a plan and funding source for the construction of the public infrastructure necessary for the creation of development sites within the City that will attract new and expanding businesses (“Project”); and

WHEREAS, Interstate 40, a highly traveled east-to-west corridor of the United States and the state of Oklahoma, strategically cuts through a portion of the City providing significant opportunities for the City to promote economic development; and

WHEREAS, an area of land located within one of the City’s principal commercial areas south of Interstate 40 and east of Frisco Road (“Frisco Site”) remains undeveloped despite the economic growth that has occurred in recent years at adjacent redevelopment sites due to the limited public access to and from Interstate 40 and the lack of public infrastructure necessary to support economic development; and

WHEREAS, for the health, safety, and public welfare of the residents of the City, the Yukon City Council has determined that it is appropriate to appoint a Review Committee to prepare a plan for the Project pursuant to the Local Development Act, 62 O.S. § 850, *et seq* (“Project Plan”); and

WHEREAS, without the development of a Project, the preparation of a Project Plan, the establishment of tax increment districts, and other authorizations provided for in the Local Development Act, economic growth at the Frisco Site would be difficult or impossible; and

WHEREAS, the Review Committee shall review and make a recommendation concerning a proposed Project and Project Plan including one or more potential local tax increment districts, consider and make findings and recommendations with respect to the conditions establishing the eligibility of the proposed increment districts, and to consider and determine whether the proposed Project and Project Plan will have a financial impact on any

taxing jurisdiction within the proposed increment districts and to report its findings and make its recommendations to the Yukon City Council; and

WHEREAS, the Local Development Act was passed by the Oklahoma Legislature to implement Section 6C of Article X of the Oklahoma Constitution, which empowers the governing bodies of cities, towns, and counties to apportion tax increments to help finance the public costs of economic development; and

WHEREAS, the development of the project area depends upon the utilization of tax increment financing to help finance the public costs of the development; and

WHEREAS, the Local Development Act provides that the membership of the Review Committee shall consist of the following: Mayor Ken Smith, representative of the governing body, who shall serve as chairperson; Larry Taylor, representative of the planning commission having jurisdiction over the proposed district; a representative designated by Canadian County, a taxing jurisdiction within the proposed district whose taxes might be impacted by the project plan; and three members representing the public at large and selected by the other committee members from a list of seven names submitted by the chairperson of the Review Committee; and

WHEREAS, the City finds it appropriate at this time to consider the utilization of only of sales tax increments to help finance the public costs of the development; and

WHEREAS, the City and the County would be the only taxing jurisdictions whose taxes might be affected by the project plan.

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

1. The Yukon City Council intends to consider approval of a project and creation of a tax increment district to facilitate the financing of eligible project costs for economic development and hereby directs the preparation of a project plan to be submitted for consideration in accordance with the Local Development Act.
2. A Review Committee is hereby appointed whose membership shall consist of the following: Mayor Ken Smith, as representative of the Yukon City Council, who shall be chairperson; Larry Taylor, as representative of the Yukon Planning Commission; one representative designated by Canadian County; and three representatives of the public at large, who will be selected by the other Review Committee members from a list of seven names submitted by the chairperson of the Review Committee.
3. Mayor Ken Smith, as chairperson of the Review Committee, shall submit a list of seven names of possible persons to represent the public at large on the Review Committee, and the other Review Committee members shall select three persons from this list, who shall represent the public at large on the Review Committee.

4. The Review Committee shall consider and make its findings and recommendations to the Yukon City Council with respect to the conditions establishing the eligibility of the proposed district and the appropriateness of approval of the proposed plan and project.
5. The Review Committee shall consider and determine whether the proposed plan and project will have a financial impact on any taxing jurisdiction within the proposed district and shall report its findings to the Yukon City Council.
6. The Yukon Planning Commission shall review the proposed project plan and shall make a recommendation on the plan to the Yukon City Council.

ADOPTED by the Yukon City Council and **SIGNED** by the Mayor of the City of Yukon this ___ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

REVIEWED for form and legality this ___ day of _____, 2013.

Municipal Counselor