

# *Yukon*

CITY COUNCIL AGENDA

July 5, 2011

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John Alberts, Mayor ~ Ward 2  
Nick Grba, Vice Mayor ~ Ward 1  
Dewayne Maxey, Council Member ~ Ward 3  
Bob Bradway, Council Member ~ Ward 4  
Ken Smith, Council Member ~ At-Large  
Grayson Bottom, City Manager

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Yukon City Council Work Session  
Conference Room - Centennial Building - 12 South 5<sup>th</sup> Street  
July 5, 2011 - 6:30 p.m.

1. Information regarding the Cimarron Road paving project – Grayson Bottom

# City Council - Municipal Authority Agendas

July 5, 2011 - 7:30 p.m.

Council Chambers – Centennial Building

12 South Fifth Street, Yukon, Oklahoma

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The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, July 1, 2011.

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## Invocation:

## Flag Salute:

**Roll Call:** John Alberts, Mayor  
Nick Grba, Vice-Mayor  
Bob Bradway, Council Member  
Ken Smith, Council Member  
Dewayne Maxey, Council Member

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**Presentations and Proclamations**  
*“Central Oklahoma Frontier Country Awards”*  
\*\*\*  
**Visitors**  
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(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

## 1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of June 21, 2011
- B) Payment of material claims in the amount of \$158,192.81

## ACTION

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(Adjourn as YMA and Reconvene as Yukon City Council)

## 1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of June 21, 2011
- B) Payment of material claims in the amount of \$448,959.83
- C) The appointment of Tim Holt to the board of the Spanish Cove Housing Authority, for the remaining term of Office #5 expiring May 31, 2012, as recommended by the Nominating Committee
- D) Affirming the selection of R S Meacham CPAs & Advisors by City Staff, as the provider for financial advisory services to the City of Yukon
- E) Setting the date for the next regular Council meeting for July 19, 2011, 7:30 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street

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

- 2. **Reports of Boards, Commissions and City Officials**
  
- 3. **Consider approving a Conditional Use Permit for AT&T to collocate its antennas on an existing cell tower located at 1535 E. Main St., as recommended by the Planning Commission**

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

- 4. **Consider approving a request for a Revocable Permit from Clairess J. Reese (Animal Crackers), for a sign to overhang the sidewalk located at 601 W. Main St.**

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

- 5. **Consider approving an Interlocal Governmental Cooperation Agreement with the Canadian County Sheriff's office, providing use of the County jail, for the term of July 1, 2011 through June 30, 2012, at a rate of \$40.00 per day per prisoner**

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

- 6. **Consider approving an Interlocal Governmental Cooperation Agreement with the Canadian County Sheriff's office, deputizing Yukon police officers, for the term of July 1, 2011 through June 30, 2012, as approved by the State Attorney General**

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

- 7. New Business**
- 8. Council Discussion**
- 9. Adjournment**

# Yukon Municipal Authority Minutes June 21, 2011

ROLL CALL: (Present) John Alberts, Chairman  
Nick Grba, Vice-Chairman  
Bob Bradway, Trustee  
(Absent) Dewayne Maxey, Trustee  
(Absent) Ken Smith, Trustee

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

## 1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of June 7, 2011
- B) Payment of material claims in the amount of \$525,678.98

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 7, 2011, and payment of material claims in the amount of \$525,678.98, was made by Trustee Bradway and seconded by Trustee Grba.

**The vote:**

**AYES: Grba, Bradway, Alberts**

**NAYS: None**

**VOTE: 3-0**

**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 2011

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

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

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated January 1, 2011 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

CREDITOR	<i>J. Reynolds &amp; Company</i> <i>P.O. Box 161308</i> <i>Fort Worth, TX 76161</i>	<i>81-9130-16-2</i> TRUST NO.
ITEM		ITEM NO.
<i>7/5/11</i>	<i>DRC ROOF</i>	<i>\$ 158,192.81</i>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

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

Date

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

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

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City

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**ARCHITECTURE**

**PLANNING**

**CONSULTING**

June 29, 2011

**City of Yukon**

*Attn: Mitch Hort*

P.O. Box 850500

Yukon, OK 73085

Re: Pay Application No.1, J Reynolds & Company, Dale Robertson Community Center, Roof Replacement.

Dear Mitch:

Please find attached two copies of Pay Application No. 1, from J. Reynolds & Company. for the above referenced project. We have reviewed the attached pay application and to the best of our knowledge and belief, find it in compliance with the contract documents and recommend approval of the payment in the amount of \$158,192.81, the amount certified.

If you should have any questions, please contact this office.

Respectfully,



Floyd Don Wicker, AIA, APA, CSI, CDT  
President

FW/mw

File:

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

APPLICATION NO: 1  
Cust Type To Bill Invoice to:  OWNER  ARCHITECT  CONTRACTOR

Date Started: Jun-02-2011  
Begin Invoice Date: Jun-02-2011  
Ending Invoice Date: Jun-10-2011

PROJECT NOS:  
Triad Design Group Project #: E095/DRG Roof Replacement  
OUR JOB TYPE: Built Up

PROJECT DESCR: Dale Robertson Center Roof Replacement Project, 1200 Lakeshore Drive, Yukon, OK 73099

Via: Triad Design Group  
Attn: Floyd Wicker  
3020 NW 149th Street  
Oklahoma City, OK 73134

OUR JOB NO: OK111013

LOCATION OWNER: City of Yukon, 500 West Main Street, Yukon, OK 73085

FROM CONTRACTOR: J. Reynolds & Co., Inc., P.O. 161308, Fort Worth, TX 76161, (817) 306-9596

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

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

1. ORIGINAL CONTRACT SUM \$ 275,642.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 275,642.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 166,518.75

5. RETAINAGE:
  - a. 5.00% % of Completed Work (Column D + E on G703) \$ 8,325.94
  - b. 5.00% % of Stored Material (Column F on G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 8,325.94
- Total in Column I of G703 \$ 158,192.81

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00

8. CURRENT PAYMENT DUE \$ 158,192.81
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 117,449.19

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	Contingency \$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION. AIA® © 1992  
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CONTRACTOR: J. Reynolds & Co., Inc. - Matt Skipper

By: *[Signature]* Date: 6/8/11

State of: TEXAS County of: Tarrant  
Subscribed and sworn to before me this day of: June 11  
Notary Public: *[Signature]*  
My Commission expires: 06/22/13

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED \$ 158,192.81

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]* Date: 6/9/11

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

*[Signature]*

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702 APPLICATION AND CERTIFICATION FOR PAYMENT containing Contractor's signed certification is attached.  
 In tabulations below amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

OUR JOB NO. <b>OK111013</b>	OUR JOB TYPE <b>Built Up</b>	APPLICATION NO. <b>I</b>
Project: <b>Dale Robertson Center Roof Replacement Project, 1200 Lakeshore Drive, Yukon, OK 73099</b>		APPLICATION DATE: <b>June 8th</b>
		PERIOD TO: <b>Jun-10-2011</b>

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I TODATE RETAINAGE AMOUNT
			E FROM PREVIOUS APPLICATION	F THIS PERIOD				
1	Mobilization	\$12,500.00	\$0.00	\$12,500.00		\$12,500.00	\$0.00	\$625.00
2	BUR Material	\$162,125.00	\$0.00	\$154,018.75		\$154,018.75	\$8,106.25	\$7,700.94
3	Sheet Metal Material	\$7,212.00	\$0.00			\$0.00	\$7,212.00	\$0.00
4	BUR Labor	\$65,283.00	\$0.00			\$0.00	\$65,283.00	\$0.00
5	Sheet Metal Labor	\$3,650.00	\$0.00			\$0.00	\$3,650.00	\$0.00
6	Misc., Rentals, & Equipment	\$13,715.00	\$0.00			\$0.00	\$13,715.00	\$0.00
7	Mechanical	\$11,157.00	\$0.00			\$0.00	\$11,157.00	\$0.00
8		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
9		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
10		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
11		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
12		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
13		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
14		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
15		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
16		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
17		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
18		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
19		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
20		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
21		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
21		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
22		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
23		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
<b>BASE BID TOTALS-----&gt;</b>		<b>\$275,642.00</b>	<b>\$0.00</b>	<b>\$166,518.75</b>	<b>\$0.00</b>	<b>\$166,518.75</b>	<b>\$109,123.25</b>	<b>\$8,325.94</b>

CHANGE ORDERS								
1		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
2		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
3		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
4		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
5		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
6		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
7		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
8		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
<b>CHANGE ORDER TOTALS-----&gt;</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>GRAND TOTALS</b>		<b>\$275,642.00</b>	<b>\$0.00</b>	<b>\$166,518.75</b>	<b>\$0.00</b>	<b>\$166,518.75</b>	<b>\$109,123.25</b>	<b>\$8,325.94</b>

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

LOCATION: City of Yukon  
 500 West Main Street  
 Yukon, OK 73085

OWNER: Dale Robertson Center Roof Replacement Project, 1200 Lakeshore Drive, Yukon, OK 73099

FROM CONTRACTOR: J. Reynolds & Co., Inc.  
 P.O. 161308  
 Fort Worth, TX 76161  
 (817) 306-9596

Via: Triad Design Group  
 Attn: Floyd Wicker  
 3020 NW 149th Street  
 Oklahoma City, OK 73134

PROJECT NO. OK111013

OUR JOB NO. OK111013

OUR JOB TYPE: Built Up

Triad Design Group Project #: E095/DRC Roof Replacement

PROJECT NOS:  
 Date Started: Jun-02-2011  
 Begin Invoice Date: Jun-02-2011  
 Ending Invoice Date: Jun-10-2011

APPLICATION NO: 1

Cust Type To Bill Invoice to:  OWNER  ARCHITECT  CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

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

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2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 275,642.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 166,518.75

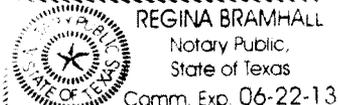
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AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® © 1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.



CONTRACTOR: J. Reynolds & Co., Inc. - Matt Skipper

By: *[Signature]* Date: 6/8/11

State of: TEXAS County of: Tarrant

Subscribed and sworn to before me this 8 day of June 2011

Notary Public: *[Signature]*

My Commission expires: 6/22/13

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ 158,192.81

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ARCHITECT: *[Signature]* Date: 6/8/11

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# CONTINUATION SHEET

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APPLICATION NO. **1**  
APPLICATION DATE: **June 8th**  
PERIOD TO: **Jun-10-2011**

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

Project: **Dale Robertson Center Roof Replacement Project, 1200 Lakeshore Drive, Yukon, OK 73099**

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I TODATE RETAINAGE AMOUNT
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12		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
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15		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
16		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
17		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
18		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
19		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
20		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
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21		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
22		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
22		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
23		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
<b>BASE BID TOTALS-----&gt;</b>		<b>\$275,642.00</b>	<b>\$0.00</b>	<b>\$166,518.75</b>	<b>\$0.00</b>	<b>\$166,518.75</b>	<b>\$109,123.25</b>	<b>\$8,325.94</b>
<b>CHANGE ORDERS</b>								
1		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
2		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
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8		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
<b>CHANGE ORDER TOTALS-----&gt;</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>GRAND TOTALS</b>		<b>\$275,642.00</b>	<b>\$0.00</b>	<b>\$166,518.75</b>	<b>\$0.00</b>	<b>\$166,518.75</b>	<b>\$109,123.25</b>	<b>\$8,325.94</b>

# Yukon City Council Minutes June 21, 2011

The Yukon City Council met in regular session on June 21, 2011 at 7:30 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Council Member Bradway.  
The flag salute was given in unison.

ROLL CALL: (Present) John Alberts, Mayor  
Nick Grba, Vice-Mayor  
Bob Bradway, Council Member  
(Absent) Dewayne Maxey, Council Member  
(Absent) Ken Smith, Council Member

## OTHERS PRESENT:

Mark Osby, Assistant City Attorney	Tammy Kretchmar, Asst. City Manager
Robbie Williams, City Engineer	Doug Shivers, City Clerk
Jan Scott, Parks & Recreation Director	Mitch Hort, Community Development Director
John Corn, Acting Police Chief	Matt Maly, Public Works Director
Gary Cooper, Information Technology Director	Bill Stover, Asst. Public Works Director
Klare Ly, Community Affairs Specialist	Sara Schieman, Library Director

## Presentations and Proclamations

There were no Presentations or Proclamations.

•••

## Visitors

Jan Scott invited everyone to enjoy Freedom Fest, July 3 and 4, at Chisholm Trail Park.

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

## 1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of June 7, 2011
- B) Payment of material claims in the amount of \$525,678.98

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 7, 2011, and payment of material claims in the amount of \$525,678.98, was made by Trustee Bradway and seconded by Trustee Grba.

The vote:

AYES: Grba, Bradway, Alberts

NAYS: None

VOTE: 3-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

## 1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of June 7, 2011
- B) Payment of material claims in the amount of \$539,040.50
- C) Reallocating budgeted appropriations for Fiscal Year 2010-2011 to achieve a balanced 2010-2011 budget
- D) The re-appointment of Dr. Darrell Hill to the board of the Spanish Cove Housing Authority, for a six (6)-year term expiring May 31, 2017, as recommended by the Nominating Committee
- E) The appointment of Ed Hatley to the Park Board, effective July 1, 2011 through June 20, 2015, as nominated by Ken Smith
- F) The appointment of Bob Doggett to the Planning Commission, effective July 1, 2011 through June 20, 2015, as nominated by Ken Smith

- G) The Renewal Agreement for the Oklahoma Municipal Assurance Group Workers' Compensation Plan, along with the selection of available RSR and Escrow credits applied to reduce the total premium paid by \$69,918.00
- H) Setting the date for the next regular Council meeting for July 5, 2011, 7:30 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of June 7, 2011; payment of material claims in the amount of \$539,040.50; reallocating budgeted appropriations for Fiscal Year 2010-2011 to achieve a balanced 2010-2011 budget; the re-appointment of Dr. Darrell Hill to the board of the Spanish Cove Housing Authority, for a six (6)-year term expiring May 31, 2017, as recommended by the Nominating Committee; the appointment of Ed Hatley to the Park Board, effective July 1, 2011 through June 20, 2015, as nominated by Ken Smith; the appointment of Bob Doggett to the Planning Commission, effective July 1, 2011 through June 20, 2015; the Renewal Agreement for the Oklahoma Municipal Assurance Group Workers' Compensation Plan, along with the selection of available RSR and Escrow credits applied to reduce the total premium paid by \$69,918.00; and setting the date for the next regular Council meeting for July 5, 2011, 7:30 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth, was made by Council Member Grba and seconded by Council Member Maxey.

The vote:

**AYES: Grba, Alberts, Bradway**

**NAYS: None**

**VOTE: 3-0**

**MOTION CARRIED**

## **2. Report of Boards, Commissions and City Officials**

There were no reports.

## **3. Consider approving RESOLUTION NO. 2011 – 07, a Resolution of the Yukon City Council establishing the Nine-One-One emergency fee rate for calendar year 2012.**

The motion to approve an Resolution No. 2011-07, a Resolution of the Yukon City Council establishing the Nine-One-One emergency fee rate for calendar year 2012, was made by Council Member Grba and seconded by Council Member Bradway.

The vote:

**AYES: Bradway, Grba, Alberts**

**NAYS: None**

**VOTE: 3-0**

**MOTION CARRIED**

## **4. Consider approving a Credit Card Merchant Agreement with Sage Payment Solutions, for a term of three (3) years, for the purpose of accepting credit/debit card payments for City services**

The motion to approve a Credit Card Merchant Agreement with Sage Payment Solutions, for a term of three (3) years, for the purpose of accepting credit/debit card payments for City services, was made by Council Member Bradway and seconded by Council Member Grba.

The vote:

**AYES: Alberts, Bradway, Grba**

**NAYS: None**

**VOTE: 3-0**

**MOTION CARRIED**

## **5. Consider approving a Contract with the Yukon Public School District to provide School Resource Officers at the High School and Middle School, for the term of July 1, 2011 to June 30, 2012, for the sum of \$100,000.00**

The motion to approve a Contract with the Yukon Public School District to provide School Resource Officers at the High School and Middle School, for the term of July 1, 2011 to June 30, 2012, for the sum of \$100,000.00, was made by Council Member Grba and seconded by Council Member Bradway.

The vote:

AYES: Alberts, Grba, Bradway

NAYS: None

VOTE: 3-0

MOTION CARRIED

**6. Consider approving Interlocal Governmental Cooperation Agreements with the Cities of El Reno and Bethany, providing use of the Yukon jail, for the term of July 1, 2011 through June 30, 2012, for a rate of \$40.00 per day per prisoner**

The motion to approve Interlocal Governmental Cooperation Agreements with the Cities of El Reno and Bethany, providing use of the Yukon jail, for the term of July 1, 2011 through June 30, 2012, for a rate of \$40.00 per day per prisoner, was made by Council Member Bradway and seconded by Council Member Grba.

**7. New Business** None.

**8. Council Discussion**

Council Member Bradway asked about a "No Driving on Shoulder" sign at the new right-turn-lane on Eastbound Hwy. 66 at Yukon Parkway. City Manager Bottom said our staff has already asked the State of Oklahoma for permission to remove it. Bradway also asked about the Home of Garth Brooks sign on Hwy 66 which has oxidized and faded. Bottom said a replacement sign was to be ordered on July 1 and it would be made appropriate.

Council Member Grba had no comments.

Mayor Alberts Mentioned that his running group would continue, and that it had 7 people over the recent weekend. He also mentioned that it is still important for people to talk to the Council about any concerns or ideas they have.

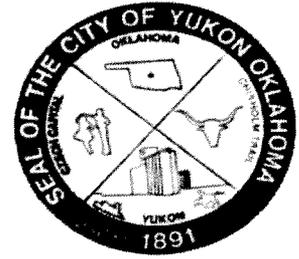
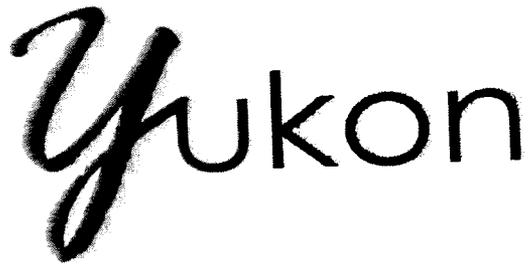
**8. Adjournment**

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John Alberts, Mayor

---

Doug Shivers, City Clerk



### RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	337,580.61
36	Sales Tax Claims		10,716.00
64	Special Revenue Fund		11,911.09
70	Water & Sewer Enterprise		82,105.36
71	Sanitation Enterprise		5,446.77
73	Storm Water Enterprise		1,200.00
			<hr/>
		\$	448,959.83
			<hr/>

The above foregoing claims have been passed and approved  
this 5th day of July, 2011 by the Yukon City Council.

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Doug Shivers, City Clerk

---

John Alberts, Mayor

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Legislative				
12-44985	01-00102	City of Yukon (BankOne)FIN	budget materials	7/2011	Staples 7075074557	117.24
			budget materials	7/2011	Staples 21336	17.48
12-44978	01-02152	Frank Austin	Lease-10W Main-Jul11	7/2011	Jul '11	107.14
12-44988	01-05340	Canadian County After Dark	full page ad-Jun'11	7/2011	AD20110201	1,000.00
12-44979	01-05388	Estate of Murial Carson	Lease-10W Main-Jul11	7/2011	Jul '11	435.72
12-44980	01-05390	Phil Carson	Lease-10W Main-Apr11	7/2011	Jul '11	107.14
12-44981	01-06815	Compassionate Hands, Inc.	Mthly Contrib-Jul'11	7/2011	Jul '11	583.34
12-45001	01-1	Imperial Fireworks	Vet's Tribute Fireworks	7/2011	I 07/03/11	8,000.00
			Freedom Fest Fireworks	7/2011	I 07/04/11	9,000.00
12-44982	01-15003	Four H	Mthly Contrib-Jul'11	7/2011	Jul '11	100.00
12-44983	01-59400	Kathryn wright Rentals	DrLicBldgRent-Jul'11	7/2011	Jul '11	800.00
12-44984	01-62000	Youth & Family Services,	Mthly Contrib-Jul'11	7/2011	Jul '11	833.34
12-44995	01-62200	Yukon Chamber of Commerce	Jul'11 Contract.Srvc	7/2011	12920	2,500.00
12-44996	01-62400	Yukon Flowers & Gifts	Flowers-Poteet	7/2011	1775	60.00
			Plant-Nancy Irvin	7/2011	1800	42.50
12-44997	01-62900	Yukon Review Inc.	display ad-Heat Safety	7/2011	YR40542	1,512.00
			display ad-offices closed	7/2011	YR40751	36.00
DEPARTMENT TOTAL:						25,251.90
DEPARTMENT: 10		Park and Recreation				
12-44987	01-1	Dana Helms	Fun Day performance	7/2011	H 368	175.00
DEPARTMENT TOTAL:						175.00
DEPARTMENT: 11		Police Department				
12-45000	01-15000	Ford Motor Credit - Muncipa	2010 Police Veh Lease	7/2011	1050993	196,076.19
DEPARTMENT TOTAL:						196,076.19
DEPARTMENT: 12		Property Maintenance				
12-44990	01-06750	Clearwater Enterprises, LLC	Srvccity Bldgs-05/11	7/2011	26781105	548.70
DEPARTMENT TOTAL:						548.70

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13						
12-44993	01-37900	OK Tax Commission	Sales Tax-Jun'11	7/2011	Jun '11	1,327.68
DEPARTMENT TOTAL:						1,327.68
DEPARTMENT: 22						
12-44986	01-00102	City of Yukon (BankOne)FIN	flood ins-501 wagner	7/2011	Travelers003306533	944.00
12-44999	01-37468	OK Municipal Assurance	workCompl1-12 1Q	7/2011	1st Qtr 11-12	53,251.85
12-44994	01-57600	wesco, Inc.	Auto Pkg renewal-1Q	7/2011	140961	59,030.04
			divident credit	7/2011	140963	18,061.26-
			Prop Pkg renewal-1Q	7/2011	140961	26,076.00
			dividend credit	7/2011	140962	7,039.49-
DEPARTMENT TOTAL:						114,201.14
FUND TOTAL:						337,580.61

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		96 SALES TAX IMPROVEMENTS				
12-44992	01-18240	Harrison-Orr Ar	Conditionin	7/2011	40799	2,952.00
			YPD-HVAC mod-server rm	7/2011	40800	7,764.00
			YPD-HVAC mod-server			
					DEPARTMENT TOTAL:	10,716.00
					FUND TOTAL:	10,716.00

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42 Insurance & Misc Reimb						
12-44998	01-60295	X-Clusive Collision & Towin	2008 Chev Tahoe 7622	7/2011	RO# 7022	9,934.01
			2010 Ford CVP 8525	7/2011	RO# 7027	1,802.08
DEPARTMENT TOTAL:						11,736.09
DEPARTMENT: 43 Mabel Fry						
12-44987	01-1	Dana Helms	Fun Day performance	7/2011	H 368	175.00
DEPARTMENT TOTAL:						175.00
FUND TOTAL:						11,911.09

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Utility Billing				
12-44999	01-37468	OK Municipal Assurance	workComp11-12 1Q	7/2011	1st Qtr 11-12	3,000.00
DEPARTMENT TOTAL:						3,000.00
DEPARTMENT: 02		Water Distribution				
			workComp11-12 1Q	7/2011	1st Qtr 11-12	6,600.00
DEPARTMENT TOTAL:						6,600.00
DEPARTMENT: 03		Treatment and Supply				
12-44989	01-06375	City of Oklahoma City	water Usage-May'11	7/2011	06/08/11	72,505.36
DEPARTMENT TOTAL:						72,505.36
FUND TOTAL:						82,105.36

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Sanitation				
12-44999	01-37468	OK Municipal Assurance	WorkComp11-12 1Q	7/2011	1st Qtr 11-12	5,400.00
DEPARTMENT TOTAL:						5,400.00
DEPARTMENT: 02		Recycling				
12-44991	01-16350	Carole Garner	VoiceMail-thru Sep11	7/2011	Jul'11-Sep'11	46.77
DEPARTMENT TOTAL:						46.77
FUND TOTAL:						5,446.77

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Stormwater				
12-44999	01-37468	OK Municipal Assurance	WorkComp11-12 1Q	7/2011	1st Qtr 11-12	1,200.00
DEPARTMENT TOTAL:						1,200.00
FUND TOTAL:						1,200.00
GRAND TOTAL:						448,959.83



June 24, 2011

City of Yukon  
532 West Main  
Yukon, OK 73099

Attention: Yukon City Council

The Nominating Committee of the Spanish Cove Housing Authority met on June 24, 2011 to select a nominee to serve the remaining term of Office #5 which will expire May 31, 2012. Four applications were received for this position.

Members of the Nominating Committee interviewed three of the candidates and reviewed the resume of the fourth whom was unable to attend the interview session. The committee then voted to recommend to the Yukon City Council that Tim Holt, a Yukon banker, be appointed to this office. His resume is attached.

If you have any questions please call me at 350 5100 or 850 2971. It is our hope that this can be placed on your July 5th, 2011 agenda.

Grace and Peace,

A handwritten signature in black ink, appearing to read "C. Sherman Huff", written over a horizontal line.

C. Sherman Huff  
Executive Administrator/CEO

Attachment

# Timothy S. Holt

## SUMMARY OF QUALIFICATIONS

- 25 years of experience with financial institutions in both the operations and lending areas.
- 22 years of experience in management-level positions; developed strong abilities in supervision and personnel training; particular emphasis in directing a lending department and credit analysis; currently involved in the management of the financial institutions entire lending function and loan portfolio.
- Computer skills include Microsoft Word, Excel and Cash Insight.

## PERSONAL EXPERIENCE

October 1999- Present	<p>Bank of Commerce- Yukon, Oklahoma (formerly Canadian State Bank) <b>Executive Vice President</b> <b>Chief Lending Officer</b></p> <p>Responsible for managing the bank's entire lending and credit departments including a staff of 14 employees and a bank loan portfolio of over \$110 million. Proficient in all types of commercial lending including real estate, inventory and equipment, lines of credit, and construction with a personal loan portfolio of over \$30 million. Serve as chairman of the senior loan committee. Responsibilities also include oversight of lending compliance and loan review.</p>
November 1993- October 1999	<p>ARVEST United Bank- Del City, Oklahoma <b>Senior Vice President</b> <b>Senior Commercial Loan Officer</b></p> <p>Responsible for managing a commercial portfolio of over \$12 million and an installment portfolio of \$3 million. Proficient in all types of commercial lending including real estate, inventory and equipment, floor plans, lines of credit, and construction. Active in a customer call program and referral program. Serve as a voting member of the senior commercial loan committee and an approving officer of our Loan Production Offices credit requests. Past responsibilities include oversight of the operations of the consumer lending department and the compliance and collection efforts related thereto.</p>
April 1992- October 1993	<p>Midwest National Bank- Midwest City, Oklahoma (now Bank One) <b>Assistant Vice President</b> <b>Commercial &amp; Installment Lender, Branch Manager</b></p> <p>Was responsible for managing a commercial portfolio of \$1.2 million and an installment portfolio of \$900,000. Supervised the collection, new accounts and daily operations of an \$800,000 credit card portfolio. Also managed a portfolio of OREO. Performed reviews for installment and commercial loans as well as supervised the collection of charged off accounts. Supervised a staff of 5 in the direct operation of a branch including personnel, lending and compliance issues.</p>
1986- 1992	<p>WEOKIE Credit Union- Oklahoma City, Oklahoma <b>Supervisor of Credit Card Operation</b></p>

## EDUCATIONAL BACKGROUND

1986                      **Bachelor of Business Administration, Finance**  
University of Oklahoma, Norman, Oklahoma  
Special Emphasis in Finance and Management

## Additional Education

2009                      Graduate School of Banking  
University of Wisconsin, Madison, Wisconsin

1997                      Oklahoma Bankers Association (OBA) Commercial Lending School  
Oklahoma State University, Stillwater, Oklahoma  
Honors graduate

1992                      Oklahoma Bankers Association Compliance School  
Oklahoma State University, Stillwater, Oklahoma

1988                      Credit Union National Association (CUNA)  
National Consumer Lending School  
University of Oklahoma, Norman, Oklahoma

Completed numerous lending, management and sales training courses offered in the Oklahoma City area, as well as OBA seminars on financial statement analysis, FDICIA, compliance and appraisal review.

## HONORS & ACTIVITIES

### Civic and Professional

Oklahoma Bankers Association Commercial Lending School Board of Regents, 2007 – present, Chairman 2009 - 2011  
Compassionate Hands Inc., Yukon, OK, current Board Member, past chairman  
Yukon Band Boosters Association, President 2010-2011, Treasurer 2007-2009  
What God Has Joined Ministries, Inc., Marriage Ministry Board Member 2009 - present  
Miller Mentor, Yukon Public Schools, Yukon, OK  
Leadership Canadian County, 2004  
Midwest City Leadership Class, 1993  
Lambda Chi Alpha Fraternity, Alumni  
Memorial Road church of Christ, Edmond, OK, song leader  
University of Oklahoma Marching Band, Alumni

## REFERENCES

Available upon request.

Accountant Comparison

	General Accounting Assistance	Annual Financial Stmt Prep	Audit Coordination	General Advisory Services	Other Services	Govt Experience	TOTAL HOURS	HOURLY RATE	TOTAL COST
Crawford	Y 380	Y 170	Y 80	Y 20	Y	Y	650	100	\$66,000
HBC	Y actual	Y 100	Y 275	Y actual		Y	375	30-125	\$28,300
Meacham	Y actual	Y <span style="border: 1px solid black; padding: 2px;">250-300</span>	Y	Y actual		Y	300	50-150	\$25,000
Tran	Y 180	Y 30	Y 40	Y actual		none	250	100	\$25,000

# 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	2012
Michael McEachern	Ward 4	2012

## Board of Adjustment/Board of Appeal

Sherry Huston	Ward 1	2014
Ken Smith	Ward 2	2014
Buddy Carpenter	Ward AL	2015
Joe Horn	Ward 3	2012
Russ Kline	Ward 4	2012

## Park Board

Joe Edwards	Ward 1	2014
D.E. Brower	Ward 2	2014
Ed Hatley	Ward AL	2015
Ward Larson	Ward 3	2012
Joe Baumann	Ward 4	2012

## Library Board

Charlotte Novak*		2011
Donelda Wheatly*		2011
Lee Wells	Ward 2/1	2014
Joyce Roman	Ward 2	2014
Ginger LaCroix	Ward AL	2015
Jeanne Riggs	Ward 3	2012
Margaret Albrecht	Ward 4	2012

## Traffic Commission

Charles Lee	Ward 1	2014
	Ward 2	2014
John Knuppel	Ward AL	2015
Jay Tallant	Ward 3	2012
Emil Albrecht	Ward 4	2012

## Spanish Cove

Larry Taylor, Representative

## OK Environmental Management Auth.

Jim Crosby, Representative  
Dewayne Maxey, Alternate

## Canadian County Alliance

Dewayne Maxey, Representative  
Jim Crosby, Alternate

## Senior Citizens

Ray Wright, Representative  
John Alberts, Alternate

## ACOG

Bob Bradway, Representative  
John Tipps, 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



John Alberts , Mayor & Council Member Ward II  
 Nick Grba, Vice Mayor & Council Member Ward I  
 Bob Bradway, Council Member Ward IV  
 Dwayne Maxey, Council Member Ward III  
 Ken Smith, Council Member At Large

From the Office of the  
 Community Development Director  
**Mitchell Hort**

MEMO TO: City Manager & City Council  
 From: Mitchell Hort, Planning Director  
 Date: June 15, 2011  
 RE: Recommendation for a Conditional Use Permit for 1535 E. Main St.

On June 13, 2012 the Yukon Planning Commission voted to recommend approval of a Conditional Use Permit for AT&T to collocate its antennas on an existing cell tower located at 1535 E Main St.

*"Commissioner Taylor made a motion "In the case of the Application for a Final Plat submitted by First Commercial Bank, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the Staff Reports. I move that this item be approved," seconded by Commissioner McEachern. A roll call vote was taken.*

***The Vote:***

***Ayes: Beaver, Smaistrla, Taylor, McEachern***

***Nayes: None***

***Vote: 4-0***

***Motion Carried***



3. ITEM: CONSIDER A REQUEST BY AT&T FOR A CONDITIONAL USE TO COLLOCATE ITS ANTENNAS ONTO AN EXISTING CELL TOWER LOCATED AT 1535 E MAIN ST

Mark Kessner was in attendance representing AT&T. He stated that this is a fairly straight forward request. The tower is already there and we would like to collocate on it and put our antennas and a shelter on the base of it. Generally we see a fairly significant improvement within a mile in that area, especially the half mile area. We try to keep from dropping calls in that area.

Commissioner Larry Taylor asked who owns that tower – that structure itself. Mr. Kessner said it is owned by Eagle Communications or Dragon Communications has used several names. Al Travis is the guy we lease space from him.

Larry Taylor said so you have already been in contact with him. Mr. Kessner said oh yes, we already have a lease in place.

Commissioner McEachern there is also a shelter in place that's going on the property. Mr. Kessner said it is 11 ½ feet x 16 feet. Vice – Chairman Beaver asked is there something already there. Mr. Kessner said T-Mobile has a outdoor equipment pad with a couple of cabinets on it. AT &T prefers to put everything inside so we will have a little shelter there.

Commissioner McEachern asked Mr. Hort if there were any problems with putting the shelter there last time it was just the antennas. Mr. Hort said no this is not a problem. It is designed to have up to four.

Commissioner Taylor said I wish you would get a little bit better reception on the south side of town. Mr. Kessner asked how far south. Commissioner Taylor said just north of I-40. Mr. Kessner said we have five sitting along I-40 that you would say it is Yukon but it is Oklahoma City mainly because of the zoning outside edge of Yukon. Commissioner Taylor said work on them. Mr. Kessner said they are actually more closer to being turned on.

Vice-Chairman Beaver asked where exactly on this tower is the antenna going to be. I would assume the higher the better reception you would have.

Mr. Kessner said what we are going with now is called LTE it is what is the 4G that you see everyone talking about with those the lower and lower it is kind of like a flashlight the higher you hold it the area is not as bright and so they are going down lower and lower. Last year all our centerlines were about 150 feet. This year down to 125 feet and it will continue to escalate

within the next five years. More sites that will be lower is what we are seeing that is what they are doing now in Dallas and it filters here a few years later.

Vice-Chairman Beaver said so what you are saying is in the future the towers aren't going to be as tall possibly. Mr. Kessner said new towers won't be as tall. This specific one once it is built to that height it will probably stay at that height. We are going at 125 feet on this one. I want to say it is about a 200 foot structure; it is pretty tall.

Vice-Chairman beaver asked the members if there was anything else, being none he called for a motion. Mr. Hort asked Vice-Chairman Beaver if we had anyone in the audience who wanted to speak on it. Vice-Chairman Beaver asked if anyone was in attendance who wanted to speak on the issue. Being none he asked for a motion.

Commissioner Taylor made a motion "In the case of the Application for a Final Plat submitted by First Commercial Bank, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the Staff Reports. I move that this item be approved," seconded by Commissioner McEachern. A roll call vote was taken.

The Vote:

Ayes: Beaver, Smaistrila, Taylor, McEachern

Nayes: None

Vote: 4-0

Motion Carried

4. ITEM: NEW BUSINESS
5. ITEM: OPEN DISCUSSION
6. ITEM: ADJOURNMENT – NEXT MEETING JULY 11, 2011  
Adjourned at 7:40 p.m.



John Alberta, Mayor & Council Member Ward II  
Nick Grba, Vice Mayor & Council Member Ward I  
Bob Bradway, Council Member Ward IV  
Dwayne Maxey, Council Member Ward III  
Ken Smith, Council Member At Large

From the Office of the  
Community Development Director  
**Mitchell Hort**

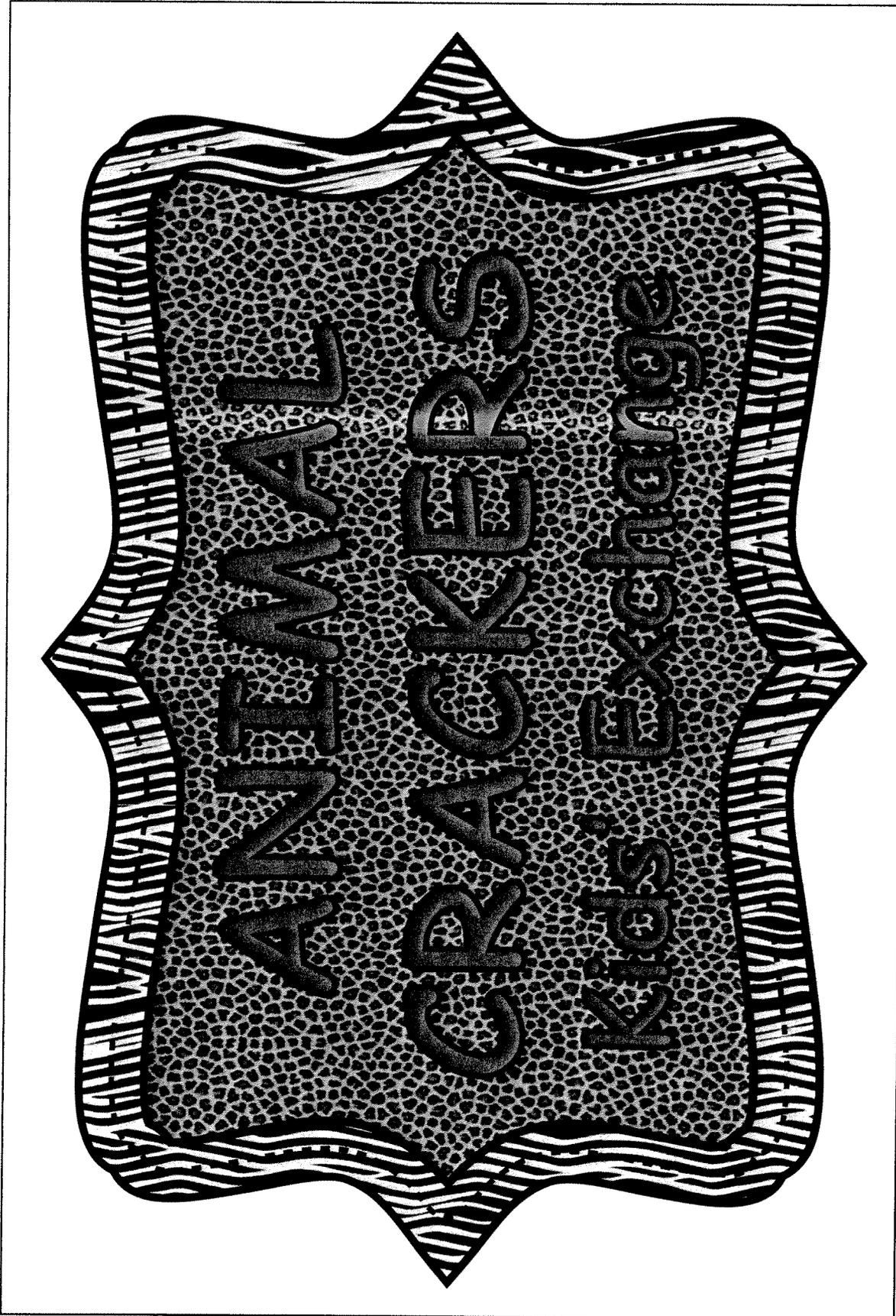
MEMO TO: City Manager & City Council

FROM: Mitchell Hort, Planning Director

DATE: June 23, 2011

RE: Request for a Revocable Permit from Clairen J Reese (Animal Crackers), for a sign to overhang the sidewalk located at 601 W Main St.

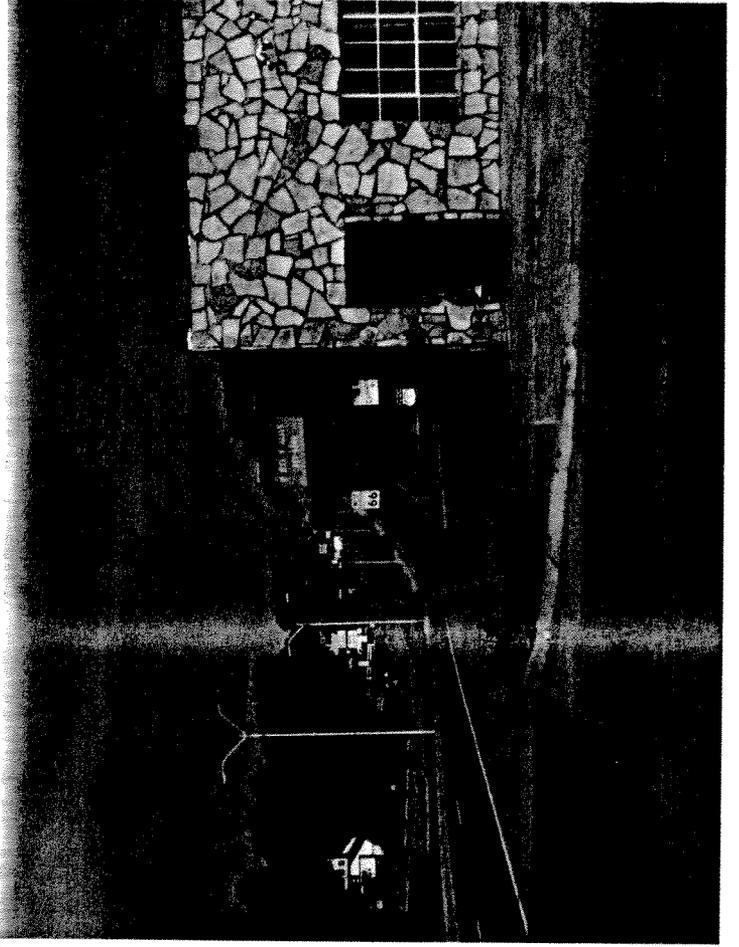
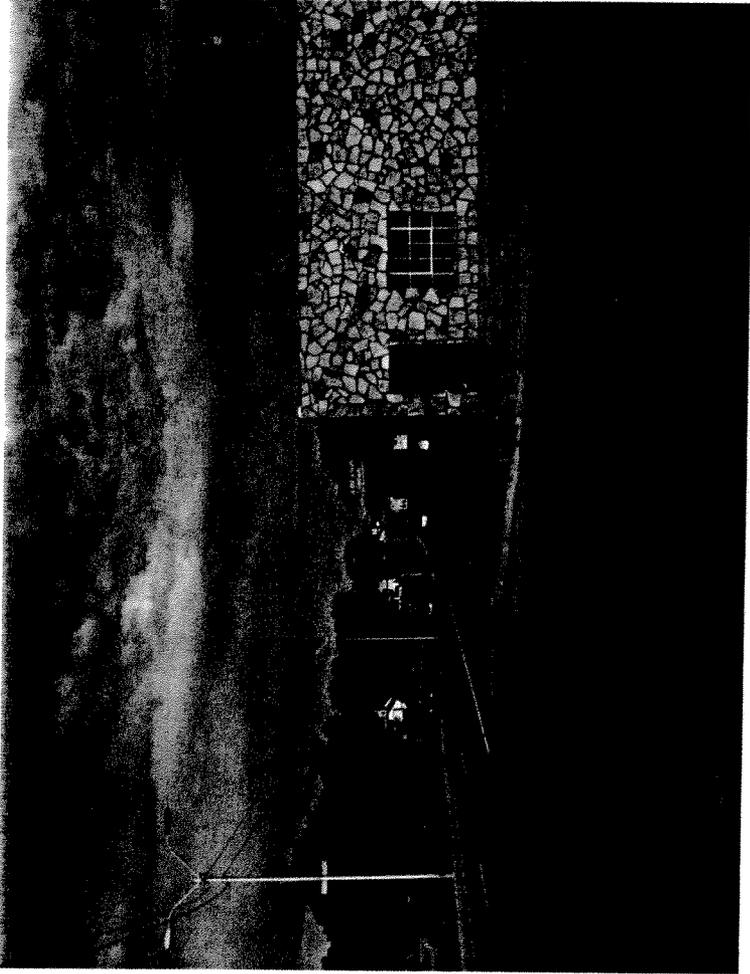
Attached is the revocable permit application form and letters of no objection for Clairen J Reese (Animal Crackers), located at 601 W Main St for a sign to overhang the sidewalk approximately 4 feet for your review and recommendation for approval.



AN ANIMAL  
CRACKERS  
Kids Exchange

601 W Main St

Clairen J. Reese (Animal Crackers)



**REVOCABLE PERMIT**

This Revocable Permit made and entered into this 22 day of June, 2011, by and between THE CITY OF YUKON, hereinafter called City, and Charles Steese  
(Animal Crackers), owner hereinafter called Second Party.

**WITNESSETH:**

WHEREAS, the Second Party desires to erect, construct, and maintain Sign (overhang sidewalk)  
over, under, or on a portion of the public way or easement, or City  
owned property at 601 W. Main St in Yukon, Oklahoma.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. First Party hereby grants Second Party a Revocable Permit for the purpose of erection, construction, and maintenance of a Sign (overhang sidewalk)  
over, under, or on a portion of the public way or easement, or City owned property at 601 W. Main St  
601 W. Main St in Yukon, Oklahoma, in accordance with the attached plan.

2. This Revocable Permit may be revoked by the City of Yukon at any time, as it may in its sole discretion, deem necessary. Revocation shall be by written order of Revocation.

3. Second Party agrees to erect, construct, and maintain said Sign (overhang sidewalk)  
in a safe and proper manner, with an attractive appearance, and further agrees to defend, protect, and save harmless the City, from any and all damages, claims, or causes of action whatsoever arising out of the erection, construction, maintenance, and existence of said structure(s) and/or improvement(s).

4. It is mutually agreed and understood between the parties hereto that by reason of the issuance of this permit, the Second Party acquires no property or contract rights and it is further agreed and understood that this Revocable Permit may be revoked or canceled at the discretion of the City at any time.

5. Second Party agrees that in the event of revocation, it will comply with the revocation order and will promptly restore the above described premises to the original condition at its own expense. It is expressly agreed and understood between parties hereto that should it become necessary to remove the structure(s) and/or improvement(s) permitted herein in whole or in part as to allow the City to utilize its easement or property in any manner permitted by law, the City shall not be deemed responsible for any loss suffered by reason of such removal. Further, Second Party agrees and understands that he acts at his own risk erecting or constructing said structure(s) and/or improvement(s) within, over, under, or upon the City's public way, easement or property. The Second Party further agrees and understands that the Revocable Permit granted hereby is in no manner intended to convey any vested or other interest whatsoever in the subject public way, easement, or property nor shall it be so construed.

6. Second Party agrees that all construction within the right-of-way, easement, or City owned property will be in accordance with City standard specifications and all disturbed areas to be restored to their original condition, which shall include, but be limited to, backfilling all trenches, fill all holes caused by shrinkage, and cover all sodded areas with slab sod.

7. Second Party shall be responsible for locating and protecting all existing utilities and other improvements within the City right-of-way. Contact OKIE at 840-5032 to locate utility improvements. Contact the Public Works Department at 354-2121 for locating Sanitary Sewer and Water Lines.

8. Second Party shall be responsible for replacing all traffic control devices that are damaged, destroyed or removed during construction. Devices shall be in conformance with the "Manual on Uniform Traffic Control Devices." For traffic conduit location contact Public Works at 354-2121, two business days prior to construction.

9. Second Party shall not assign or transfer this Revocable Permit without written approval of the manager of the City or his designee.

10. If application pertains to the placement of private water or sanitary sewer service lines, the following shall apply:

- a. Second Party shall, at his expense, disconnect his private line and reconnect to the City main, should the City construct or cause another to construct a main which will serve the Second Party's premises
- b. Second Party shall, at his expense, relocate his private line should the right-of-way be needed for City or public purposes.

11. Second Party agrees that this Revocable Permit is subject to the following conditions:

- a. Second Party shall \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness

Christin J. Reese  
Second Party

Subscribed and sworn to before me, a Notary Public, this 22 day of

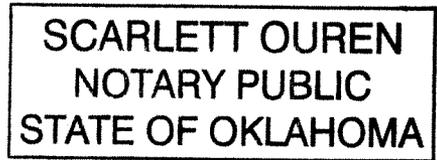
June

2006-2011

Scarlett Ouren #09005212  
Notary Public

My commission expires:

6/23/2013



APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Municipal Counselor

REVIEWED AND APPROVED by the Council of THE CITY OF YUKON this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
MAYOR

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



John Alberts, Mayor & Council Member Ward II  
Nick Grba, Vice Mayor & Council Member Ward I  
Ken Smith, Council Member At Large  
Dewayne Maxey, Council Member Ward III  
Bob Bradway, Council Member Ward IV

**From the Office of the  
Public Works Director  
Matt Maly**

June 8, 2011

Clairen J Reese  
601 W Main  
Yukon, OK 73099  
850-686-5000

Dear Ms. Reese,

The City of Yukon has received your application to request a "letter of no objection" for a sign to be hung on an existing pole that extends from the building just over the parking lot located at 601 W Main, Yukon, OK 73099, legal's being T12N, R5W SEC 17 and SW/4.

The City of Yukon will have no objection for the new sign to be put up in front of 601 W Main. All of our utilities are out of the way.

If you have any additional needs, please contact us t 405-350-8940.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Maly", written over a white background.

Matt Maly  
Public Works Director  
City of Yukon

Cc: Permit file  
Mitchell Hort

MM/tls



Bryan Brown  
Manager - Engineering & Design  
7001 NW 23<sup>rd</sup> Street  
Bethany, OK 73008  
T: 405.291.3243  
F: 405.491.7440  
bb8652@att.com

**June 7, 2011**

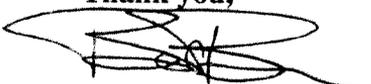
**Subject: Letter of no objection.**

**To whom it may concern,**

AT&T has no objection to the installation of the hanging sign at 601 W Main St. Yukon Ok, 73099. We do have facilities in the area. Call 811 to locate all utilities.

**Should you have any questions or need other assistance, please feel free to contact me.**

**Thank you,**



**Bryan Brown  
Manager-Engineering Design**



June 13, 2011

Clairén J. Reese  
601 West Main St.  
Yukon, OK  
73099

To whom it may concern:

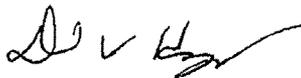
LETTER OF NO OBJECTION FOR A REVOCABLE PERMIT TO INSTALL A  
HANGING SIGN ON AN EXISTING POLE AT 601 WEST MAIN STREET.  
YUKON, OK, 73099  
SW/4, SEC 17, T12N, R5W

Oklahoma Natural Gas Company does not object to the city of Yukon issuing a permit for the purpose described above.

We do have existing natural gas distribution mains within the effected areas. We do request that the Okie One-Call System (840-5032) be contacted a minimum of forty-eight (48) hours prior to any construction being done. We also ask that you allow a two-foot (2') separation from any of our lines and future access to stated gas lines. If you should need any of our lines relocated to accommodate your excavation an estimate will be prepared for you.

If we can be of further assistance, please let us know.

Sincerely,



David V Haggard  
Senior Field Specialist

OKLAHOMA NATURAL GAS  
680 E. Hwy 152, Mustang, OK 73064-4517  
Post Office Box 401, Mustang, OK 73101-0401  
405-551-6588, Fax 405-376-0432  
[www.oklahomanaturalgas.com](http://www.oklahomanaturalgas.com)



June 10, 2011

ALPHAGRAFFIX, INC.  
302 W Main Street  
Yukon, OK 73099

Attn: Katie K. Larson

Re: Clairen J. Reese 601 W Main Street, Yukon, Oklahoma 70399

To Whom It May Concern:

Cox Communications, has no objection to the City of Yukon granting a revocable permit to allow the installation of a business sign and or around the utility easements and right of way.

Prior to beginning any digging and/ or trenching activities, please call OKIE-ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any question or concerns, please feel free to contact our office at (405) 600-6336 or email [jodie.finney@cox.com](mailto:jodie.finney@cox.com).

Sincerely,

A handwritten signature in cursive script that reads "Jodie Finney".

Jodie Finney  
Right-of-Way Agent



1/23/2009

Clairén J. Reese  
801 W. Main Street  
Yukon, OK 73099

VIA E-Mail

RE: Request for letter of no objection to placement of an advertisement sign on a building at the above address.

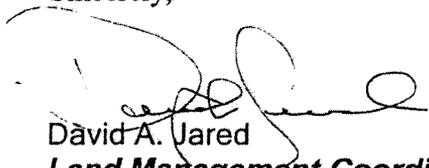
Dear Clairén J. Reese:

We have no objection to the placing of the sign as described with the following provisions:

1. Property owner(s) must be responsible for notifying "OKIE ONE CALL" to have underground facilities located and maintaining proper clearance from all OG+E facilities prior to any construction.
2. Property owner(s) accept sole responsibility for any disturbance to or destruction of OG+E property, along with the risk and expenses associated therewith.
3. OG+E shall retain the right to maintain any of its facilities currently located within said easement with no additional encumbrances as a result of said sign.

Should you have any questions, please feel free to contact me at (405) 553-5855 (after Sept. 1) or on my cell at (405) 420-2746.

Sincerely,



David A. Jared  
**Land Management Coordinator**  
**Land Management Services**  
**OG&E**



From the Office of the  
Acting Chief of Police  
John D. Corn

## MEMORANDUM

---

To: Doug Shivers, City Clerk

Date: June 27, 2011

Re: Agenda Item

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

A handwritten signature in black ink, appearing to read "John D. Corn", is written in a cursive style.

## RENEWAL

### INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT For Canadian County Oklahoma

This agreement, made and entered into this 23 day of June, 2011, by and between the **Canadian County Sheriff's Office**, hereinafter referred to as "**County**", and the **City of Yukon**, hereafter referred to as the "City", the execution of which being duly authorized and approved by the respective governing body of each such entity by appropriate resolution, witnesseth:

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

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

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

#### I. Term of Agreement

The terms of this agreement shall be from **July 1, 2011** to **June 30, 2012**, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

#### II. Statement of Services

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

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

#### IV.

**County** agrees to be responsible for the safe and secure custody of said prisoners transported to the jail facility by **City** law enforcement officers, and agrees to insure that standard security procedures are followed in order to prevent escape. **City** agrees to follow all prescribed security procedures of the jail facility **regarding the searching of**

**incoming prisoners** and remaining with said prisoner until the arresting officer is duly released by the jail staff on duty.

## V. City Responsible for Records

### VI.

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

## VII. Basic medical Care

### VIII.

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

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

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

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

## IX. Cost Per Day

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

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

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

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

## X. Billing Period

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

## XI. Hold Harmless Clause

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

or arrest of persons under this agreement. The selection of the attorney for the **County** shall be at the discretion of the **County**.

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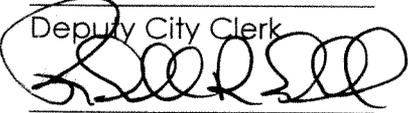
It is further agreed the **City** shall reimburse the county any expenses resulting from the repair of any damage caused by **City** prisoners to the **County** jail facility or items issued by the **County** to **City** prisoners.

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

Approved by **Yukon** City Council on this \_\_\_\_\_ day of 2011.

\_\_\_\_\_  
Mayor

 6-27-11  
Police Chief

\_\_\_\_\_  
Deputy City Clerk  
 6-23-11  
Canadian County Sheriff

## RENEWAL

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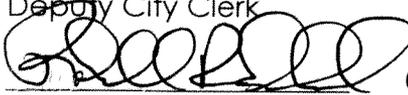
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Approved by **Yukon** City Council on this \_\_\_\_\_ day of 2011.

\_\_\_\_\_  
Mayor

 6-27-11  
Police Chief

\_\_\_\_\_  
Deputy City Clerk  
 6-23-11  
Canadian County Sheriff

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

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

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



**Randall Edwards - Sheriff**

**208 W. Rogers St.**  
**El Reno, Oklahoma 73036**

June 28, 2011

Chief,

Please find three copies of the Interlocal renewal agreements, attached, effective July 1, 2011 through June 30, 2012. Please return two copies signed by yourself and your Mayor to the Sheriff's Office, keeping one for your records.

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

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

Thank you,

**Randall R. Edwards**  
**Canadian County Sheriff**

Emergency Phone  
(405) 262-3434

Non-Emergency Phone  
(405) 422-3187

FAX Number  
(405) 422-2430



Randall Edwards - Sheriff

208 W. Rogers St.  
El Reno, Oklahoma 73036

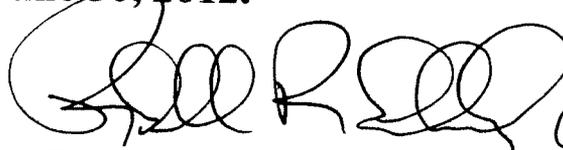
June 28, 2011

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

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

As per and apart of that agreement this renewal agreement can be cancelled by either party by a written 30 day notice of their intent to do so, otherwise it will bind both parties according to the content and as agreed in the original article for a period of one year, effective July 01, 2011 through June 30, 2012.

  
\_\_\_\_\_  
Chief of Police                      6-29-11  
Date

  
\_\_\_\_\_  
Sheriff Randall R. Edwards      6-28-11  
Date

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

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

Emergency Phone  
(405) 262-3434

Non-Emergency Phone  
(405) 422-3187

FAX Number  
(405) 422-2430



Randall Edwards - Sheriff

208 W. Rogers St.  
El Reno, Oklahoma 73036

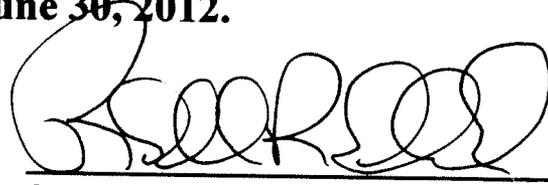
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\_\_\_\_\_  
Chief of Police      6-29-11  
Date

  
\_\_\_\_\_  
Sheriff Randall R. Edwards      6-28-11  
Date

\_\_\_\_\_  
Mayor      Date

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

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FAX Number  
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Randall Edwards - Sheriff

208 W. Rogers St.  
El Reno, Oklahoma 73036

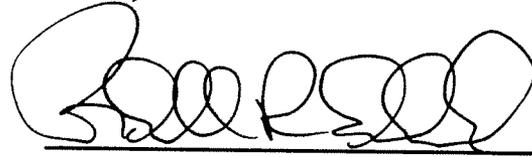
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Whereas and pursuant to, the above referenced interlocal agreement, the below signed parties do hereby agree by signature, to renew the above referenced agreement in its entirety and form as approved by the State Attorney General and filed with the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

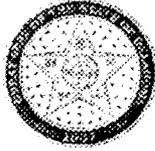
As per and apart of that agreement this renewal agreement can be cancelled by either party by a written 30 day notice of their intent to do so, otherwise it will bind both parties according to the content and as agreed in the original article for a period of one year, effective July 01, 2011 through June 30, 2012.

  
\_\_\_\_\_  
Chief of Police                      6-29-11  
Date

  
\_\_\_\_\_  
Sheriff Randall R. Edwards      6-28-11  
Date

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

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



OFFICE OF ATTORNEY GENERAL  
STATE OF OKLAHOMA

FILED

JAN 04 2010

OKLAHOMA SECRETARY  
OF STATE

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

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

Dear Sheriff Edwards:

LETTER OF APPROVAL

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

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

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

Sincerely,

Regina Switzer  
Assistant Attorney General

Enclosure: Original Agreement

ICA2009/09-0037 Canadian Co.-Various

"SCHEDULE A"

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

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

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

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

Emergency Phone  
(405) 262-3434

Non-Emergency Phone  
(405) 422-3187

FAX Number  
(405) 422-2430



208 W. Rogers St.  
El Reno, Oklahoma 73038

Randall Edwards - Sheriff

FILED

JAN 04 2010

OKLAHOMA SECRETARY  
OF STATE

September 18, 2009

## Interlocal Governmental Agreement

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

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

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

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

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

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

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

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

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

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

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

Canadian County Sheriff

By: 

Randall R. Edwards

Date 9-29-09

Board of County Commissioners  
Canadian County, Oklahoma

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

Date: OCT 05 2009

By: *Phil Carson*  
Phil Carson, Member

Date: OCT 05 2009

By: *David Anderson*  
David Anderson, Member

Date: OCT 05 2009

Attest: *Shelly Dickerson*  
Shelly Dickerson, County Clerk



Date: OCT 05 2009

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

Date: 9-29-09