



**CITY COUNCIL AGENDA  
May 19, 2015**

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

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Yukon City Council / Yukon Municipal Authority Work Session  
Conference Room - Centennial Building - 12 South 5<sup>th</sup> Street  
May 19, 2015 – 6:00 p.m.

**There is no work session preceding the May 19, 2015 City Council Meeting.**

# City Council - Municipal Authority Agendas

May 19, 2015 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

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The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, May 18, 2015.

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**Invocation: Pastor Mike Sparks, Church of Christ**

**Flag Salute:**

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

**Public Hearing** regarding the issuance of General Obligation Refunding Bonds by the City of Yukon for the purpose of refunding the outstanding balance of the City's General Obligation Bonds, Series 2004, General Obligation Bonds, Series 2005, and General Obligation Bonds, Series 2006

## Presentations and Proclamations

### Visitors

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

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

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

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

- A) The minutes of the regular meeting of May 5, 2015**
- B) Payment of material claims in the amount of \$145,862.05**

**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 May 5, 2015**
- B) Payment of material claims in the amount of \$381,730.79**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) Renewal of the Prisoner Public Works Project contract with the Oklahoma Department of Corrections, for the assignment of Union City prisoners to Public Works projects, at a base cost of \$222.53 per month, through the date of June 30, 2016**
- E) Denial of Claim No. 200159-ME from Jack Reininger, as recommended by the Oklahoma Municipal Assurance Group**
- F) Accepting the resignations of Ginger LaCroix, Library Board and Earline Smaistrla, Planning Commission**
- G) Appointment of Jesica Carson, to the Library Board, representing Ward At Large, as recommended by Council Member Earline Smaistrla**
- H) Setting the date for the next regular Council meeting for June 2, 2015, 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 – No Reports Scheduled**
- 3. Consider and take action with respect to Resolution No. 2015-06 providing for the sale and issuance of General Obligation Refunding Bonds in the sum of not to exceed seven million dollars (\$7,000,000) by the City of Yukon, State of Oklahoma, for the purpose of refunding certain outstanding General Obligation Bonds including the outstanding portions of the Series 2004 General Obligation Bonds, the Series 2005 General Obligation Bonds, and the Series 2006 General Obligation Bonds of the City; waiving competitive bidding for the Bonds; prescribing form of bonds; providing for a bond issue designated “General Obligation Refunding Bonds, Series 2015”; providing for registration thereof; designating the registrar for the issue; providing levy of an annual tax for payment of principal and interest on the bonds; approving a continuing Disclosure Agreement; fixing other details of the issue; and approving an Escrow Agreement**

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

4. Consider approving an expenditure of funds, not to exceed \$49,380.00, for the rehabilitation of the 60' x 100' Sanitation Shop Building's exterior located at 501 Ash, to be completed by Prestige Construction Consulting, to be paid from Sanitation's Capital Improvement Funds, as requested by the Sanitation Director

ACTION \_\_\_\_\_

5. Consider awarding the contract for the Year 13 Community Development Block Grant (CDBG) Small Cities Set Aside Roadway Replacement Project, to Schwarz Paving Co., in the amount of \$260,694.00, as recommended by the City Engineer

ACTION \_\_\_\_\_

6. Consider approving an Oklahoma Department of Transportation Agreement with the City of Yukon, for permission to construct landscaping (new Welcome Sign), on the highway right-of way located at the north side of SH 66 / 2,038 feet east of north Yukon Parkway, as requested by the Assistant City Manager

ACTION \_\_\_\_\_

7. Consider acceptance of the permanent easement from SFP Pool Five Shopping Centers LLC, a Delaware limited liability company that serves the existing water main and fire hydrant in the Red Rock Commercial Center (1300 W. Vandament), as recommended by the Development Services Director

ACTION \_\_\_\_\_

8. Consider approving an expenditure of funds not to exceed \$73,600.00, for new flooring at the Dale Robertson Center, to be completed by Bentley Flooring, to be paid from Park and Receptions Capital Improvement Funds, as requested by the Park and Recreation Director

ACTION \_\_\_\_\_

9. **Consider approving an expenditure of funds not to exceed \$74,280.00, to purchase Roll-off Containers and Front-Loading Dumpsters, from Wastequip, to be paid from Sanitation Capital Improvement Funds, as requested by the Sanitation Director**

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

10. **City Manager’s Report – Information items only**
  - A. **Sales Tax Report**
  - B. **CS&L Economic Impact & Feasibility Study – Sports Complex**
  - C. **YEDA Trustee and Planning Commission Replacement**
  
11. **New Business**
  
12. **Council Discussion**
  
13. **Adjournment**

**Yukon Municipal Authority Minutes  
May 5, 2015**

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

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

**1A. YMA Consent Docket**

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

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

- A) The minutes of the regular meeting of April 21, 2015**
- B) Payment of material claims in the amount of \$16,419.94**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of April 21, 2015; and payment of material claims in the amount of \$16,419.94, was made by Trustee Russell and seconded by Trustee Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

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

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

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

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

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

ITEM	ITEM NO.
5/7/15 Prairie West Boulevard	\$ 121,844.05
DATE PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

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

Attest:

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

Authorized Officer

\_\_\_\_\_  
Secretary

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



May 8, 2015

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

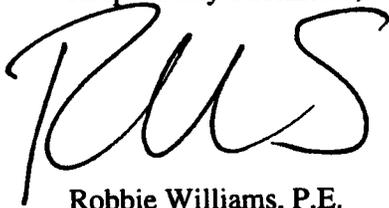
**Re: Prairie West Blvd  
Water, Sanitary Sewer, Storm Sewer and Paving  
Estimate #8**

Dear Mr. Bottom:

Please find attached Brewer Construction Oklahoma, LLC, Yukon Claim #2015-21 for the above referenced project in an amount of \$121,844.05 for which we recommend payment.

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

Respectfully Submitted,



Robbie Williams, P.E.

RW/rd

Attachment

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

**Brewer Construction Oklahoma, LLC**

1501 SW 8th

P.O. Box 82457 • Oklahoma City, OK 73148-0457

405-787-4962

Fax: 405-495-8972

May 7th, 2015

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

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

Yukon Claim # 2015 - 21

Estimate # 8

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

Fire Hydrant Complete	3 Ea.	0	3	3	2,880.00	\$	8,640.00
Testing & Disinfection	1419 L.F.	0	1419	\$	1.80	\$	2,554.20
2" Air Vacuum Release Valve	1 Ea.	0	1	\$	1,866.00	\$	1,866.00
Solid Slab Sidding 200sy +	473 S.Y.	0	0	\$	2.25	\$	-
Washed River Sand	635 Ton	0	475.07	\$	16.00	\$	7,601.12
Sanitary Sewer							
ODOT Type A Agg Base	1141 Ton	0	1437.98	\$	37.50	\$	53,924.25
Trenching 0 - 10'	1172 L.F.	0	1228	\$	16.00	\$	19,648.00
Trenching 10 - 15'	290 L.F.	0	346	\$	24.00	\$	8,304.00
4' Dia. Manhole	5 Ea.	0	5	\$	1,250.00	\$	6,250.00
8" Sanitary Sewer Pipe	1462 L.F.	0	1574	\$	18.50	\$	29,119.00
Extra Depth Manhole	20 V.F.	0	15.5	\$	120.00	\$	1,860.00
Sanitary Sewer Testing	1462 L.F.	1574	1574	\$	1.10	\$	1,731.40
12" Steel Casing By Trenching	80 L.F.	0	92	\$	50.00	\$	4,600.00
Solid Slab Sod 200sy +	813 S.Y.	0	0	\$	2.25	\$	-
Storm Sewer & Paving							
Unclassified Excavation	5964 C.Y.	5207	4500	\$	17.00	\$	165,019.00
Select Borrow	3743 C.Y.	0	0	\$	20.00	\$	-
Silt Fence	11227 L.F.	0	2457	\$	2.40	\$	5,896.80
Lime	274 Ton	0	0	\$	120.00	\$	-
6" Lime Treated Subgrade	25342 S.Y.	0	0	\$	4.40	\$	-
Type A Agg Base	993 Ton	0	773.92	\$	31.50	\$	24,378.48
6" PC Concrete Paving ( Dowelled )	11119 S.Y.	0	0	\$	40.00	\$	-
1" Add'l 6" PC Concrete Paving	22238 S.Y.	0	0	\$	10.50	\$	-
Structual Excavation Unclassified	23 C.Y.	0	23	\$	17.00	\$	391.00
3500 PSI Concrete	102 C.Y.	0	90.5	\$	450.00	\$	40,725.00
Flowable Fill	11 C.Y.	0	0	\$	125.00	\$	-
Reinforcing Steel	77884 Lbs.	0	8710	\$	1.25	\$	10,887.50
Type 1 Plain Rip Rap	3 C.Y.	0	0	\$	58.00	\$	-
6" Integral Curb	377 L.F.	0	0	\$	8.00	\$	-
8" Integral Curb	6599 L.F.	0	0	\$	10.00	\$	-
4" Sidewalk	1230 S.Y.	0	0	\$	42.00	\$	-
Handicap Ramp	129 S.Y.	0	0	\$	220.00	\$	-
Driveway	128.5 S.Y.	0	0	\$	72.00	\$	-
Concrete Pavement Removal	2808 S.Y.	0	2808	\$	7.50	\$	21,060.00
Curb Removal	2371 L.F.	0	2371	\$	8.80	\$	20,864.80
Saw Cutting	259 L.F.	0	259	\$	6.75	\$	1,748.25

CICI Des 2-0	2 Ea.	0	0	0	0	0	2,090.00	\$	-
CICI Des 2-1	6 Ea.	0	3	3	3	3	2,790.00	\$	8,370.00
CICI Des 2-2	2 Ea.	0	2	2	2	2	3,250.00	\$	6,500.00
18" RCP 22x13 Equivalent	516 L.F.	0	856	856	856	856	58.00	\$	47,938.00
24" RCP 26x18 Equivalent	260 L.F.	0	224	224	224	224	68.00	\$	15,456.00
30" PVC Sewer Pipe 36x22 Equiv.	244 L.F.	0	244	244	244	244	80.00	\$	21,960.00
36" RCP 43x26 Equivalent	316 L.F.	0	316	316	316	316	105.00	\$	33,180.00
6" Sewer Pipe	648 L.F.	384		384	384	384	16.50	\$	6,336.00
Crushed Rock 1 1/2"	556 Ton	188.27	220.72	408.99	408.99	408.99	31.50	\$	12,883.19
Washed River Sand	350 Ton			0	0	0	15.00	\$	-
Trenching 0 -10'	3577 L.F.	1265	1640	2905	2905	2905	16.00	\$	46,480.00
2" PVC Sch. 80	1493 L.F.	1265		1265	1265	1265	6.00	\$	7,590.00
3" Steel Handrail	7 L.F.			0	0	0	86.25	\$	-
Okla. Registered Surveyor	41 Hrs.	0	32	32	32	32	110.00	\$	3,520.00
Traffic Control	1 L.S.	0	0.6	0.6	0.6	0.6	1,400.00	\$	840.00
<b>Extra Work No Pay Items</b>							<b>Total Completed</b>	<b>\$</b>	<b>761,172.76</b>
ODEQ Permit	1 L.S.	0	1	1	1	1	2,400.00	\$	2,400.00
Mail Box Remove & Replace	4 Ea.	0	1.5	1.5	1.5	1.5	600.00	\$	900.00
Colored & Stamped Concrete	2275 L.F.			0	0	0	16.00	\$	-
							<b>Total Completed</b>	<b>\$</b>	<b>3,300.00</b>
							<b>Total Completed</b>	<b>\$</b>	<b>764,472.76</b>
							<b>Less 5 % Retainage</b>	<b>\$</b>	<b>(38,223.64)</b>
							<b>Less Previously Paid</b>	<b>\$</b>	<b>(604,405.07)</b>
							<b>Total Due Estimate # 8</b>	<b>\$</b>	<b>121,844.05</b>

*For P/B*

Thank You  
 Brewer Construction Oklahoma LLC  
  
 Kevin Brewer

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

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

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

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

Triad Design Group 82-8818-16-1  
CREDITOR TRUST NO.

ITEM		ITEM NO.
<u>5/13/15</u>	<u>Frisco Road Interchange</u>	<u>\$24,018.00</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

Date

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

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

Authorized Officer

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

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

Attest:

\_\_\_\_\_  
Secretary



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

Invoice No. 9313  
 Project No. E248.00  
 Statement No. 8  
 Date: May 13, 2015  
 CIT220

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

Design Fee: \$750,000.00

Architectural and Engineering Services through April 25, 2015

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

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

Survey (\$75,000.00)

Completed to Date: \$75,000.00 x 30.0% = \$22,500.00

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

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

Traffic Study (\$50,000.00)

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

Environmental Study (\$125,000.00)

Completed to Date: \$125,000.00 x 19.9% = \$24,928.00

Roadway Design (\$300,000.00)

Completed to Date: \$300,000.00 x 8% = \$23,138.00

Hydraulics/Hydrology (\$25,000.00)

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

	151,566.00
Less Previous Billing	127,548.00
Amount Due	\$24,018.00

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

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

STATE OF OKLAHOMA SS  
COUNTY OF OKLAHOMA

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

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

Subscribed and sworn to before me this  
13th day of May, 2015

Krista Dobny  
Notary Public (or Clerk or Judge)



My Commission Expires: March 13, 2016

OKV SLD 4-1-15

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

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

**Invoice**

Date	Invoice #
3/16/2015	4805

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

<b>Job No.</b>	<b>Terms</b>	<b>Project</b>
124-15.01	Due on receipt	

Hours	Description	Hourly Rate	Amount
	Additional Topographical Survey at Interstate 40 and Frisco Road. Yukon, Canadian County, Oklahoma. March 13, 2015	6,800.00	6,800.00
	Additional Topographical Survey at Interstate 40 and Frisco Road. Yukon, Canadian County, Oklahoma		

Bill

Thank you for your business.	<b>Total</b>	\$6,800.00
Service charge of 1 1/2 percent of balance may be applied after invoice due date.	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$6,800.00

<b>Phone #</b>	<b>Fax #</b>
(405) 278-7839	(405) 478-3272

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

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

PM Susan Davis  
SD 4-7-15  
OX ✓  
**Invoice**

Date	Invoice #
2/26/2015	4789

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

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

Hours	Description	Hourly Rate	Amount
7	Field Crew (GPS), Boundary Survey, February 18, 2015	155.00	1,085.00
0.5	Professional Land Surveyor	125.00	62.50
8.5	Field Crew (GPS), Boundary And Rimdowns, February 25, 2015	155.00	1,317.50
0.5	Professional Land Surveyor	125.00	62.50
	I-40 and Frisco Road, Canadian County, Oklahoma		

Thank you for your business.

**Total** \$2,527.50

Service charge of 1 1/2 percent of balance may be applied after invoice due date.

**Payments/Credits** \$0.00

**Balance Due** \$2,527.50

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

**Yukon City Council Minutes  
May 5, 2015**

The Yukon City Council met in regular session May 5, 2015 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Pastor Bob Younts, First United Methodist.  
The flag salute was given in unison.

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

**Item: Consider a Motion to Accept Nominations for the positions of Mayor and Vice-Mayor for a One-Year Term, and Electing Each**

Council Member Yanda made a motion to nominate John Alberts as the Mayor seconded by Council Member Russell

**The vote:**

**AYES: Russell, McEachern, Smaistrla, Yanda**

**NAYS: Alberts**

**VOTE: 4-1**

**MOTION CARRIED**

Council Member Russell made a motion to nominate Michael McEachern as the Vice-Mayor, seconded by Council Member Smaistrla. Michael McEachern Declined. Council Member Yanda nominated Richard Russell as the Vice-Mayor, seconded by Council Member Smaistrla.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**OTHERS PRESENT:**

Grayson Bottom, City Manager	Doug Shivers, City Clerk
Mike Segler, City Attorney	Robbie Williams, City Engineer
Tammy DeSpain, Assistant City Manager	Dana Deckard, Admin. Coordinator
Arnold Adams, Public Works Director	Jl Johnson, Treasurer
Gary Cooper, Information Technology Dir.	Sara Schieman, Librarian
Mitchell Hort, Development Services Dir.	Bill Stover, Sanitation Director
Sara Hancock, Deputy City Clerk	Philip Merry, 2 <sup>nd</sup> Deputy Treasurer
Cheryl Dunn, Deputy Treasurer	Jan Scott, Parks and Recreation Director
John Corn, Police Chief	Jeff Deckard, Park Maintenance Sup.
Jenna Roberson, Public Information Officer	Jerome Brown, Technology

**Presentations and Proclamations**

There were no Presentations and Proclamations.

**Visitors**

There were no Visitors.

**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 April 21, 2015**
- B) Payment of material claims in the amount of \$16,419.94**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of April 21, 2015; and payment of material claims in the amount of \$16,419.94, was made by Trustee Russell and seconded by Trustee Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

**1. Consent Docket**

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

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

- A) The minutes of the regular meeting of April 21, 2015**
- B) Payment of material claims in the amount of \$316,812.46**
- C) Setting the date for the next regular Council meeting for May 19, 2015, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

The motion to approve the Consent Docket, consisting of the approval of The minutes of the regular meeting of April 21, 2015; Payment of material claims in the amount of \$316,812.46; and Setting the date for the next regular Council meeting for May 19, 2015, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Yanda and seconded by Council Member Russell.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 2. Consider and take action on Resolution No. 2015-05, with respect to a resolution establishing a Financing Plan, authorizing the publication of a Notice of Public Hearing; approving Professional Services Agreements and authorizing negotiation of a Bond Purchase Agreement for the issuance of General Obligation Refunding Bonds; authorizing staff to go forward with the development of the financing, including preparation of a Preliminary Official Statement; and other action related thereto**

The motion to consider and take action on Resolution No. 2015-05, with respect to a resolution establishing a Financing Plan, authorizing the publication of a Notice of Public Hearing; approving Professional Services Agreements and authorizing negotiation of a Bond Purchase Agreement for the issuance of General Obligation Refunding Bonds; authorizing staff to go forward with the development of the financing, including preparation of a Preliminary Official Statement; and other action related thereto, was made by Council Member Russell and seconded by Council Member Smaistrila.

John Williams, City's Bond Counsel, stated we will be refinancing the existing General Obligation Bonds at a lower interest rate. This is a unique opportunity. Tonight, will approve the Financing Plan and now is the time to discuss. Chris Gander, Financial Advisor, stated the December 9, 2003 election issued bonds for \$13 million. They were issued over three years to keep Property Taxes from skyrocketing. The interest rates for the 2004 bonds were 3.992%, 2005 bonds @ 4.82%, and 2006 @ 3.971%. All bonds were issued for 20 years. Rates have fallen within the last 10 years. Aggregating all together will make economic sense. However, these will be different, because they will need an underwriter. Property Taxes will reduce, but may not be significant enough to notice. Issuance will refund us \$250,000.00 for new projects. A 2.3% rate has been established and should close by the end of June.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 3. Consider approving an expenditure of funds, not to exceed \$149,254.00, for the repair of 2,400 square yards of road on 11<sup>th</sup> Street from the River Bridge south to the railroad tracks, to be paid from the Streets Department Capital Improvement Funds, as requested by the Public Works Director**

The motion to approve an expenditure of funds, not to exceed \$149,254.00, for the repair of 2,400 square yards of road on 11<sup>th</sup> Street from the River Bridge south to the railroad tracks, to be paid from the Streets Department Capital Improvement Funds, as requested by the Public Works Director, was made by Council Member Russell and seconded by Council Member Smaistrila.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 4. Consider approving an expenditure of funds, in the amount of \$50,965.00, for the purpose of upgrading Eventide voice recording technology, to be paid from Technology Capital Improvement Funds, as requested by the Technology Director**

The motion to approve an expenditure of funds, in the amount of \$50,965.00, for the purpose of upgrading Eventide voice recording technology, to be paid from Technology Capital Improvement Funds, as requested by the Technology Director, was made by Council Member Yanda and seconded by Council Member Russell.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**5. City Manager’s Report – Information items only**

**A. Calendar Review**

**B. Annexation Report**

Mr. Bottom stated May’s calendar is busy. Tuesday, May 12 at 6:00 pm starts Budget Hearing and May 13, if necessary. Council Member Yanda wanted location clarified. Mr. Bottom stated Police Station Conference Room. Meetings are public, if you want to attend. May 28 is City Council Orientation at 8:00 am at the Fire Department. There will be Department presentations, lunch, and a field trip of the City. May 15 at 8:00 am is the Community Coffee located at the Police Department in honor of Police Appreciation week. Please review calendar on our website.

The first major step has been accomplished in the de-annexation from Oklahoma City for the Sports Park. The OKC Planning Commission approved the request. Mr. Segler has to decide, which method to annex by. There will be three meetings at the OKC City Council with the attentive de-annexation date of July 7. The annexation should become effective July 8.

**6. New Business – None**

**7. Council Discussion**

Council Member Yanda welcomed Earline Smaistrla.

Council Member Smaistrla thanked everyone and thanked the students who were in attendance.

Council Member McEachern welcomed Earline Smaistrla.

Council Member Russell welcomed Earline Smaistrla and thanked all for coming.

Mayor Alberts thanked all the volunteers at Festival of the Child. He looks forward to next year. Please take advantage of visitor section or contacting the Council by email, phone, or etc. with any questions or concerns.

**8. Adjournment**

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**John Alberts, Mayor**

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**Doug Shivers, City Clerk**



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	119,030.66
36	Sales Tax Claims		67,821.26
64	Special Revenue Fund		29,088.03
70	Water & Sewer Enterprise		128,578.73
71	Sanitation Enterprise		34,999.06
73	Storm Water Enterprise		1,875.31
74	Grant Fund		337.74
			<hr/>
		\$	381,730.79
			<hr/> <hr/>

The above foregoing claims have been passed and approved this 19th day of May 2015 by the Yukon City Council.

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

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

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101		LEGISLATIVE				
15-61083	01-00101	City of Yukon (BankOne)ADM	Memorial Flowers	4/2015	YukonFlower 120997	72.81
			Memorial Flowers	5/2015	YukonFlower 121504	54.43
15-62015	01-00101	City of Yukon (BankOne)ADM	Photographs,copy rights	4/2015	Vickers 04-21-15	449.00
15-62193	01-00102	City of Yukon (BankOne)FIN	binders for prop. budget	5/2015	Staples 713076189	62.25
15-62194	01-05386	Capitol Decisions	Prof Services-May'15	5/2015	8642	7,500.00
			expense retainer	5/2015	8645	500.00
15-62138	01-28605	LM Oklahoma Cleaning	Floor Cleaning-City Hall	5/2015	73	3,437.50
15-62199	01-31445	Margaret McMorro-Love	Prof.Services-Apr15	4/2015	04/30/15	1,728.30
15-62223	01-44300	RSMeacham CPAs & Advisors	Professional Srvcs	4/2015	10667	1,250.00
15-62218	01-62200	Yukon Chamber of Commerce	Contract Srvcs-MY15	5/2015	9913	1,500.00
15-61945	01-62900	Yukon Review Inc.	Advertisements for the MB	4/2015	YR86288	378.00
			Advertisements for the MB	4/2015	YR85892	378.00
			Advertisements for the MB	4/2015	YR86185	378.00
15-62219	01-62900	Yukon Review Inc.	display ad-Summer Jobs	4/2015	YR86242	756.00
15-62220	01-62900	Yukon Review Inc.	legal ad-PlanCommission	4/2015	YR86271	127.05
15-62221	01-62900	Yukon Review Inc.	display ad-CheckOutRoofer	4/2015	YR86434	756.00
15-62222	01-62900	Yukon Review Inc.	display ad-EmergencyPlan	5/2015	YR86614	756.00
15-60671	01-91911	S&S Promotions	Large Mounted Maps-Yukon	4/2015	10219	607.28
DEPARTMENT TOTAL:						20,690.62
DEPARTMENT: 102		ADMINISTRATION				
15-62017	01-00101	City of Yukon (BankOne)ADM	Registration-NLC-GB/TD	5/2015	NLC 05-04-15	535.00
15-60775	01-41440	ProStar Service-Oklahoma	Coffee Service-City Hall	4/2015	139964	11.99
15-62214	01-47660	Shred-it USA LLC	Doc.destruction	4/2015	9405480568	9.83
DEPARTMENT TOTAL:						556.82
DEPARTMENT: 103		INSURANCE				
15-62212	01-45010	Rich & Cartmill, Inc.	Public Off Bd-City Clerk	5/2015	249505	175.00
			Bond# 5056125	5/2015	249505	
15-62213	01-45010	Rich & Cartmill, Inc.	Public Off Bd-City Treas	5/2015	249748	450.00
15-62217	01-60295	X-Clusive Collision & Towinrepair	'12 ChevTahoe 1518	5/2015	RO# 14434	500.00
DEPARTMENT TOTAL:						1,125.00

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 104 FINANCE						
15-62198	01-07900	Custom Printing	print Mun.Crt checks	4/2015	135444	539.95
			shipping	4/2015	135444	20.92
15-62214	01-47660	Shred-it USA LLC	Doc.destruction	4/2015	9405480568	4.92
DEPARTMENT TOTAL:						565.79
DEPARTMENT: 105 CITY CLERK						
			Doc.destruction	4/2015	9405480568	4.91
DEPARTMENT TOTAL:						4.91
DEPARTMENT: 106 FIRE DEPARTMENT						
15-61585	01-00105	City of Yukon (BankOne)FD	Garage Door St 1 repair	4/2015	GarageDoor 6938	125.00
15-61626	01-00105	City of Yukon (BankOne)FD	Graham-shoes	4/2015	Nike 01033110050	157.83
			Graham-safety tool	4/2015	Galls 3960891-1	113.80
15-61714	01-00105	City of Yukon (BankOne)FD	cleaning supplies	4/2015	Walmart 04307	268.33
15-61817	01-00105	City of Yukon (BankOne)FD	Stephens-tshirts,hat	4/2015	S&STextiles 39795	85.00
15-61820	01-00105	City of Yukon (BankOne)FD	Pappe-polo, hat	4/2015	S&STextiles 39821	49.50
15-61822	01-00105	City of Yukon (BankOne)FD	Yost-tshirts	4/2015	S&STextiles 39770	18.00
15-61826	01-00105	City of Yukon (BankOne)FD	Southard-polo,tshirts,hat	4/2015	S&STextiles 39794	159.00
15-61827	01-00105	City of Yukon (BankOne)FD	BDavis-boots,gear bag	4/2015	Galls 3995003-1	123.25
15-61828	01-00105	City of Yukon (BankOne)FD	Vogt-polo,tshirts,belt	4/2015	S&STextiles 39817	191.75
15-61832	01-00105	City of Yukon (BankOne)FD	McDoulett-safety glasses	4/2015	Oakley 891153231	108.85
15-61837	01-00105	City of Yukon (BankOne)FD	Mayhew-polo,tshirts,hat	4/2015	S&STextiles 39818	218.65
15-61843	01-00105	City of Yukon (BankOne)FD	Dyche - tshirts,hat	4/2015	S&STextiles 39771	49.00
15-61859	01-00105	City of Yukon (BankOne)FD	Walls-polo,shorts	4/2015	Galls 4038126-1	45.60
			White-Rescue tool	4/2015	Galls 3994985-1	53.94
			White-Rescue tool	4/2015	Galls 4038139-1	41.94
			Walls-polo,shorts	5/2015	Nexbelt 18974	49.99
			Walls-polo,shorts	5/2015	Galls 003479153	79.99
15-61860	01-00105	City of Yukon (BankOne)FD	Samples-Blue Card renewal	5/2015	Bshifter 05-04-15	90.00
15-61933	01-00105	City of Yukon (BankOne)FD	Meal Reimb-FireLeadership	4/2015	Louies 4-28-15	16.00
			Meal Reimb-FireLeadership	4/2015	BadBrads 4-29-15	20.50
			Meal Reimb-FireLeadership	4/2015	Curlys 04-30-15	9.58
			Fuel reimb-city veh	4/2015	Cowboy 165531	54.65
15-61935	01-00105	City of Yukon (BankOne)FD	Billingsley-Blk Shoes	4/2015	Nike 01027490730	146.95
15-61936	01-00105	City of Yukon (BankOne)FD	Allbritton-safety glasses	4/2015	Oakley 138593104	97.80
15-61937	01-00105	City of Yukon (BankOne)FD	Goodrich-Blk Shoes	4/2015	Dicks 3079694548	87.07
15-61938	01-00105	City of Yukon (BankOne)FD	Little-Elite Flashlight	4/2015	Galls 4038149-1	53.94
15-61939	01-00105	City of Yukon (BankOne)FD	Sanchez - backpack	4/2015	Oakley 138592409	89.67
			Sanchez - safety glasses	4/2015	Oakley 138592413	148.92
			Sanchez - seatbelt cutter	4/2015	Galls 4038119-1	53.94
			Sanchez - shoes	5/2015	Hoka 11552736	163.28
15-61940	01-00105	City of Yukon (BankOne)FD	JDavis-Safety Glasses	4/2015	Oakley 138592406	84.80
			JDavis-gloves,carab.	4/2015	Galls 4038079-1	236.64
15-61996	01-00105	City of Yukon (BankOne)FD	trash bags	4/2015	Walmart 04308A	162.52
15-61839	01-05395	Casco Industries, Inc.	Goodrich-station boots	4/2015	155097	95.00
15-61869	01-05395	Casco Industries, Inc.	Partner K-12 Saw	5/2015	155230	1,514.00

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 106 FIRE DEPARTMENT						
15-62043	01-05395	Casco Industries, Inc.	BDavis- station boots	4/2015	155096	113.00
15-62101	01-06325	City Carbonic	annual maint	5/2015	52758	568.11
15-61628	01-30600	Lowe's Companies, Inc.	grass seed, fertilizer	4/2015	19256	175.16
			grass seed, fertilizer	4/2015	19305	47.85
			grass seed, fertilizer	4/2015	02036B	17.06
15-61686	01-30600	Lowe's Companies, Inc.	Provence-tools	5/2015	09948	49.32
15-61997	01-31280	Massco Maintenance Compan	toilet paper,paper towels	5/2015	2312071	585.20
15-61831	01-48410	Special Ops Uniforms, Inc	Vogt-Station pants 36x28	4/2015	231427	239.98
DEPARTMENT TOTAL:						6,860.36
DEPARTMENT: 107 POLICE DEPARTMENT						
15-60521	01-00111	City of Yukon (BankOne)PD	Maintenance supplies	3/2015	Massco 20419254-2	339.05
15-61185	01-00111	City of Yukon (BankOne)PD	prisoner meals	5/2015	Walmart 09452	116.57
15-61237	01-00111	City of Yukon (BankOne)PD	office chairs	4/2015	OffDepot 4-22-15	179.97
15-61483	01-00111	City of Yukon (BankOne)PD	FBINAA lodging for 3	4/2015	Butterfield 3927	13.77
			FBINAA lodging for 3	4/2015	ChoctawCasino 4104	249.00
			FBINAA lodging for 3	4/2015	ChoctawCasino 4108	249.00
			FBINAA lodging for 3	4/2015	ChoctawCasino 7136	166.00
15-61520	01-00111	City of Yukon (BankOne)PD	maintenance supplies	3/2015	Massco 20419255-1	392.92
15-61670	01-00111	City of Yukon (BankOne)PD	US/OK Flags	4/2015	CarrotTo 100067144	86.66
15-61721	01-00111	City of Yukon (BankOne)PD	Catron boots	4/2015	5.11 200236656	105.54
15-61777	01-00111	City of Yukon (BankOne)PD	weed killer range	4/2015	Helena 2778778	137.50
15-61780	01-00111	City of Yukon (BankOne)PD	Grossman event	4/2015	Staples 11912	46.98
15-61862	01-00111	City of Yukon (BankOne)PD	prisoner med	4/2015	Walmart 00159	26.94
15-61931	01-00111	City of Yukon (BankOne)PD	Chief's lunch	4/2015	RibCrib 04-29-15	109.86
15-62045	01-00111	City of Yukon (BankOne)PD	Carroll bike shoes	5/2015	Amazon 05-07-15	80.00
15-61041	01-02795	Baysinger Police Supply	Wolfgram uniforms	4/2015	02045	354.95
15-61039	01-06477	CLEET	Frame lodging-DTI Trainin	4/2015	R15-217	160.00
15-61477	01-30600	Lowe's Companies, Inc.	landscaping materials	4/2015	19392	416.71
15-61778	01-30600	Lowe's Companies, Inc.	edger blades	4/2015	09709	29.88
			edger blades	4/2015	15383	11.10
			edger blades	4/2015	02100A	25.33
15-61886	01-30600	Lowe's Companies, Inc.	caulking for bathrooms	4/2015	02291A	49.61
15-61888	01-30600	Lowe's Companies, Inc.	lumber for shelving	4/2015	02834	169.24
			lumber for shelving	4/2015	02191	123.38
15-62108	01-36720	OK Dept of Public Safety	OLETS user fee-Apr15	5/2015	04-1507976	350.00
15-62171	01-41440	ProStar Service-Oklahoma	Coffee service	5/2015	140515	100.53
15-60610	01-47660	Shred-it USA LLC	document destruction	4/2015	9405638462	18.11
15-61887	01-48410	Special Ops Uniforms, Inc	Stilley pants	4/2015	231269	99.98
15-61138	01-91523	Oklahoma Animal Control Ass	Spiva/Wangsgard conf reg	4/2015	211	350.00
15-61930	01-92303	Walgreen Company	prisoner medication	4/2015	100196974	898.37
15-61932	01-92303	Walgreen Company	prisoner medication	5/2015	100197621	105.99
DEPARTMENT TOTAL:						5,562.94

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 108 STREET DEPARTMENT						
15-61178	01-00180	City of Yukon (BankOne)PW	cold patch	5/2015	PMSI I0167140	968.86
15-61446	01-00180	City of Yukon (BankOne)PW	emulsion	5/2015	VanceBros 075839	507.45
15-61905	01-00180	City of Yukon (BankOne)PW	expansion joint	4/2015	MaxwellSupp 433983	93.50
15-61908	01-00180	City of Yukon (BankOne)PW	pliers	5/2015	Locke 25697762-00	32.89
15-61928	01-00180	City of Yukon (BankOne)PW	saws, blower	4/2015	SmithF&G 530347	1,611.98
15-62004	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2015	Clean 50705862	65.91
15-62005	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2015	Clean 50706994	65.89
15-62034	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2015	Clean 50708121	65.91
15-62113	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2015	Clean 50709245	65.90
15-59464	01-09525	Dolese Bros. Company	concrete, rock	4/2015	RM15024033	342.00
			concrete, rock	5/2015	RM15024540	142.00
15-61910	01-30600	Lowe's Companies, Inc.	wrench, striker	4/2015	02167	156.92
			dewalt drill, batter	4/2015	02167	254.60
15-61907	01-30680	Luther Sign Company	stop ahead signs	5/2015	10260	321.66
15-61881	01-48290	Sod By Sherry	sod for 309 Yukon	4/2015	11514	125.00
15-61882	01-63050	Yukon Trophy & Awards, Inc.	plaque for J Tallant	4/2015	415372	26.00
DEPARTMENT TOTAL:						4,846.47
DEPARTMENT: 109 MUNICIPAL COURT						
15-61916	01-00106	City of Yukon (BankOne)CRT	File cabinet	4/2015	Staples 7135532442	607.69
			File rails	4/2015	Staples 7135532442	77.37
15-62216	01-58115	Wheatley Segler Osby & Mill	MunProsecution-Apr15	5/2015	15540	2,084.17
15-62161	01-75050	Candace Schwarz	Reimbursement Travel Exp	5/2015	AtlantaRoya 5-3-15	76.00
			Reimbursement Travel Exp	5/2015	HMSHost 4582	19.59
			Reimbursement Travel Exp	5/2015	Delta 05-06-15	50.00
DEPARTMENT TOTAL:						2,914.82
DEPARTMENT: 110 EMERGENCY MANAGEMENT						
15-61963	01-00125	City of Yukon (BankOne)EM	Wearing Apparel Adams	4/2015	E6141	113.00
15-62041	01-17510	Grimes Electric, LLC	Labor-Install solar panel	5/2015	3124	1,450.00
			Parts-Install solar panel	5/2015	3124	3,500.00
DEPARTMENT TOTAL:						5,063.00

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 111		TECHNOLOGY				
15-62030	01-00123	City of Yukon (BankOne)TEC	Badge Reels	4/2015	Staples 9723061911	80.00
15-62031	01-00123	City of Yukon (BankOne)TEC	Plexar Service-AP'15	4/2015	ATT 04-21-15	551.41
15-62074	01-00123	City of Yukon (BankOne)TEC	auction fees	4/2015	PublicSurp 630169	35.10
15-62077	01-00123	City of Yukon (BankOne)TEC	replacement batteries	5/2015	Batteri 093-366897	35.75
15-59617	01-40840	Presidio Networked	Network Support Hours	4/2015	55512903	2,000.00
15-62075	01-48885	Superior Office Systems	Copier Rental Charge	5/2015	8335	995.00
			Per Page Copy Charge	5/2015	8335	3,180.63
15-62076	01-48885	Superior Office Systems	Copier Rental Charge	5/2015	8334	1,447.00
			Per Page Copy Charge	5/2015	8334	786.40
15-62039	01-72890	Rhonda Massey	Mileage Reimbursement	4/2015	April '15	12.08
DEPARTMENT TOTAL:						9,123.37
DEPARTMENT: 112		DEVELOPMENT SERVICES				
15-61949	01-12035	Express Employment Service	Dev Services Temp	4/2015	15673397-4	121.66
15-62056	01-12035	Express Employment Service	Dev Service Temp	4/2015	15702384-7	486.64
15-61746	01-25500	JVH Marketing	jackets for inspectors	5/2015	5615	188.00
15-61607	01-37730	OK Uniform Building Code	OUBCC Class	5/2015	05-06-15	136.25
15-61439	01-48371	SW Construction Codes	SWCCC Conf registrat	4/2015	S15-1124	100.00
			SWCCC Conf registrat	4/2015	S15-2	100.00
			SWCCC Conf registrat	4/2015	S15-548	100.00
15-61577	01-53430	United Printing Inc.	Garage Sale Signs	5/2015	3744	1,032.25
DEPARTMENT TOTAL:						2,264.80
DEPARTMENT: 113		LIBRARY				
15-58590	01-00108	City of Yukon (BankOne)LIB	Parts to repair faucet, d	4/2015	Locke 25637874-00	5.89
			Parts to repair faucet, d	4/2015	Locke 25637939-00	15.16
15-59583	01-00108	City of Yukon (BankOne)LIB	Program Supplies	3/2015	Walmart 04624	59.25
			Program Supplies	4/2015	Walmart 04088	7.52
			Program Supplies	5/2015	Walmart 07161	15.07
15-61519	01-00108	City of Yukon (BankOne)LIB	Copy Paper	4/2015	Staples 04-09-15	79.98
			Office Supplies	4/2015	Staples 04-09-15	188.80
			Medical Supplies	4/2015	Staples 04-09-15	44.58
15-61964	01-00108	City of Yukon (BankOne)LIB	True Colors Program Suppl	5/2015	TrueColors 5543	85.18
15-62123	01-00108	City of Yukon (BankOne)LIB	Food for library function	5/2015	Walmart 07160	59.71
15-62129	01-00108	City of Yukon (BankOne)LIB	Alcohol for cleaning keyb	5/2015	Walmart 00153	26.06
15-62130	01-1	Heidi Port	Ture Colors Workshop	5/2015	P 05-12-15	150.00
15-62173	01-1	Pat Williams	Mini-Weeding Workshop	5/2015	W 51515	75.00
15-61726	01-71552	Carla Hickey	Mileage-OLA conference	5/2015	05-05-15	53.58
15-60467	01-73410	Lindsay Ogle	Employee Mileage	5/2015	05-05-15	25.88
15-61269	01-73410	Lindsay Ogle	Reimb mileage-Enid PubLib	4/2015	04-28-15	85.41
15-60466	01-73770	Laura Pool	Employee Mileage	5/2015	Jan-Apr '15	30.48
15-61724	01-74800	Sara Schieman	Mileage to OLA conference	5/2015	05-04-15	26.82
DEPARTMENT TOTAL:						1,034.37

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 114 PROPERTY MAINTENANCE						
15-62004	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2015	Clean 50705862	34.34
15-62005	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2015	Clean 50706994	34.34
15-62034	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2015	Clean 50708121	34.34
15-62113	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2015	Clean 50709245	30.27
15-62197	01-06750	Clearwater Enterprises, LLC	SrvCity Bldgs-04/15	5/2015	84761504	555.30
15-62143	01-27565	Koetter Alarm & Fire	Extinguisher Inspections	3/2015	4773	18.00
			Extinguisher Inspections	3/2015	4774	57.50
			Extinguisher Inspections	3/2015	4775	80.00
			Extinguisher Inspections	3/2015	4776	42.50
			Extinguisher Inspections	3/2015	4777	36.00
			Extinguisher Inspections	4/2015	4780	388.50
			Extinguisher Inspections	5/2015	4787	60.50
			Extinguisher Inspections	5/2015	4788	28.00
			Extinguisher Inspections	5/2015	4789	254.50
			Extinguisher Inspections	5/2015	4790	6.00
			Extinguisher Inspections	5/2015	4791	154.00
			Extinguisher Inspections	5/2015	4792	36.00
			Extinguisher Inspections	5/2015	4794	110.00
			Extinguisher Inspections	5/2015	4795	111.00
			Extinguisher Inspections	5/2015	4796	18.00
			Extinguisher Inspections	5/2015	4797	24.00
			Extinguisher Inspections	5/2015	4798	18.00
			Extinguisher Inspections	5/2015	4799	6.00
			Extinguisher Inspections	5/2015	4801	324.50
			Extinguisher Inspections	5/2015	4802	30.00
			Extinguisher Inspections	5/2015	4803	101.50
			Extinguisher Inspections	5/2015	4804	6.00
15-62139	01-28605	LM Oklahoma Cleaning	Floor Cleaning-Fire St 1	5/2015	73	4,444.80
			Floor Cleaning-Fire St 2	5/2015	73	1,867.50
15-61943	01-31280	Massco Maintenance Compan	Cleaning Supplies	5/2015	2312029	3,189.44
15-62200	01-37200	OK Gas & Electric	Service-550SYukonPkw	5/2015	05/08/15 550SYukon	67.43
15-62201	01-37200	OK Gas & Electric	Srvc-Comb.Bill-Apr15	5/2015	05/09/15	35,918.14
15-62202	01-37200	OK Gas & Electric	Service-951 Industrial	5/2015	05/12/15 951 Indus	39.23
15-62203	01-37600	OK Natural Gas Co	TranspChrg-1035 Indu	4/2015	04/14/15 1035 Indu	170.64
15-62204	01-37600	OK Natural Gas Co	TranspChrg-501 Ash	4/2015	04/14/15 501 Ash	288.78
15-62205	01-37600	OK Natural Gas Co	Srvc-CombinedBilling	4/2015	04/30/15	2,785.15
15-62206	01-37600	OK Natural Gas Co	Service-10 S 5th	5/2015	05/05/15 10 S 5th	37.03
15-62207	01-37600	OK Natural Gas Co	Service-334 Elm	5/2015	05/05/15 334 Elm	160.29
15-62208	01-37600	OK Natural Gas Co	Service-100 S Ranchw	5/2015	05/06/15 100 S Ran	295.77
15-62209	01-37600	OK Natural Gas Co	Service-1000 E Main	5/2015	05/06/15 1000 E Ma	230.42
15-62210	01-37600	OK Natural Gas Co	Service-4900 WagnerWay	5/2015	05/06/15 4900Wagn	29.11
15-62211	01-37600	OK Natural Gas Co	Service-951 Industri	5/2015	05/06/15 951 Indus	99.41
DEPARTMENT TOTAL:						52,222.23

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 115		HUMAN RESOURCES				
15-62054	01-01005	5 Star Compliance Testing,	Rapid Drug Test	4/2015	04-30-15	385.00
			DOT Urine Test	4/2015	04-30-15	35.00
			DOT Breath Test	4/2015	04-30-15	35.00
15-62055	01-05360	Canadian Cty Health Dept	Hep B Shots	4/2015	04-30-15	35.00
			Hep A&B Shots	4/2015	04-30-15	60.00
15-62058	01-31420	McBride Orthopedic	Breath Alcohol Test	5/2015	9040	30.00
			DOT Drug Test	5/2015	9040	30.00
15-62057	01-33500	Mustang News	Job Openings	4/2015	59854-003	55.00
15-62214	01-47660	Shred-it USA LLC	Doc.destruction	4/2015	9405480568	9.84
15-62059	01-62900	Yukon Review Inc.	Job Openings	4/2015	YR86422	60.00
15-62029	01-76430	Tonia Wilson	Mileage Reimbursement	4/2015	04-28-15	25.43
DEPARTMENT TOTAL:						760.27
DEPARTMENT: 116		PARK ADMINISTRATION				
15-61623	01-00110	City of Yukon (BankOne)REC	supplies for FOC	4/2015	Amazon 04-27-15	332.25
			supplies for FOC	4/2015	Ace 874396	53.53
			supplies for FOC	4/2015	Crest 04-29-15	59.56
			supplies for FOC	4/2015	Walmart 01174	279.18
			supplies for FOC	5/2015	DaylightDon 418087	44.70
			supplies for FOC	5/2015	ForeWheeler 12814	370.00
			supplies for FOC	5/2015	Crosslands 32799	60.00
15-61644	01-30600	Lowe's Companies, Inc.	supplies FOC	4/2015	02164	47.00
			supplies FOC	4/2015	01104	332.18
			supplies FOC	4/2015	04-23-15	332.18-
			supplies FOC	5/2015	09269	9.96
15-62025	01-37910	OK Tax Commission	ChisholmTrail Fest.permit	6/2015	06-06-15	50.00
15-61050	01-46940	Sam's Club Direct-G.E.Capit	Salad for FOC Lunch	4/2015	8486	64.48
15-61502	01-46940	Sam's Club Direct-G.E.Capit	event supplies	4/2015	8487	19.56
15-61643	01-46940	Sam's Club Direct-G.E.Capit	cookout/coffe FOC	4/2015	9361	735.60
DEPARTMENT TOTAL:						2,125.82
DEPARTMENT: 117		PARK MAINTENANCE				
15-62004	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2015	Clean 50705862	32.54
15-62005	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2015	Clean 50706994	32.54
15-62034	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2015	Clean 50708121	32.54
15-62113	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2015	Clean 50709245	32.54
15-61913	01-16450	Gilles Brothers	edger baldes	4/2015	10197	211.50
15-61757	01-25500	JVH Marketing	wearing apparel windbreak	5/2015	5615	60.00
15-62051	01-50900	Turn Pro	Pond cleaning service	3/2015	3670	779.00
			Pond cleaning service	4/2015	3968	779.00
			Pond cleaning service	5/2015	4273	779.00
DEPARTMENT TOTAL:						2,738.66

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 118		RECREATION FACILITIES				
15-59219	01-00110	City of Yukon (BankOne)REC	JCG Light/building	4/2015	Locke 25637922-00	139.68
15-62022	01-00110	City of Yukon (BankOne)REC	DRC lunches	5/2015	Walmart 06839	15.44
15-61967	01-53450	United Linen - Uniform Re	linens for RAC	2/2015	1803843	68.54
			linens for RAC	3/2015	1812019	68.54
			linens for RAC	4/2015	1820131	68.56
			linens for RAC	4/2015	S1820217	124.85
			linens for RAC	4/2015	1820127	84.80
					DEPARTMENT TOTAL:	570.41
					FUND TOTAL:	119,030.66

FUND: 36 - ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501		SALES TAX CAPITAL IMPROV				
15-61124	01-00108	City of Yukon (BankOne)LIB	Locally Purchased Materia	3/2015	Hastings 5703445	106.85
			Locally Purchased Materia	4/2015	RoadRunner 4-30-15	30.00
			Locally Purchased Materia	5/2015	Hastings 5731309	164.66
15-62037	01-00136	City of Yukon (BankOne)ED	Office supp for YBMain St	5/2015	Staples 05-05-15	102.97
15-61710	01-00180	City of Yukon (BankOne)PW	meters, cans	5/2015	HDSupply D904576	3,930.00
15-61906	01-00180	City of Yukon (BankOne)PW	Fire hydrant kits	5/2015	HDSupply D853000	525.00
15-62018	01-00180	City of Yukon (BankOne)PW	Supplies-new Welcome Sign	4/2015	DocSavage 126459	335.69
15-59604	01-04450	Brodart	Young Adult Fiction/non f	4/2015	B3881728	166.95
15-60468	01-04450	Brodart	Children's Materials	4/2015	B3870500	13.56
			Children's Materials	4/2015	B3871822	135.53
15-61518	01-04450	Brodart	Adutl Fiction/non fiction	4/2015	B3877012	306.27
15-62120	01-04450	Brodart	Adult Standing Order	3/2015	B3845446	13.00
			Adult Standing Order	3/2015	B3853499	15.79
			Adult Standing Order	4/2015	B3859048	15.77
			Adult Standing Order	4/2015	B3867850	31.02
			Adult Standing Order	4/2015	B3869140	15.79
			Adult Standing Order	4/2015	B3875435	16.32
			Adult Standing Order	4/2015	B3877013	13.59
			Adult Standing Order	4/2015	B3884275	12.47
			Adult Standing Order	4/2015	B3884276	46.24
			Adult Standing Order	4/2015	B3885814	15.80
15-62172	01-04450	Brodart	Young Adult Standing Orde	4/2015	B3871823	9.74
			Young Adult Standing Orde	4/2015	B3884278	20.58
			Young Adult Standing Orde	4/2015	B3885816	4.59
15-61410	01-04477	Brewer Construction Oklahom	Road rehabilitation	5/2015	2015-22	43,101.15
15-61929	01-05490	CDW Government Inc.	HP SB 800 Desktops	4/2015	VD01667	2,118.78
			ThinkPad T540P	4/2015	VD01667	802.85
			4GB memory	4/2015	VD01667	62.14
			Lenovo Carry Case	4/2015	VD01667	32.46
			Drop Coverage	5/2015	VF42147	195.82
15-62195	01-05642	The Center for Economic	Consult-PotentialFriscoPr	5/2015	11381	2,927.05
15-62122	01-16230	Gale Group Inc	Large Print Standing Orde	5/2015	55080099	48.73
			Large Print Standing Orde	5/2015	55080174	71.22
			Large Print Standing Orde	5/2015	55087365	23.24
			Large Print Standing Orde	5/2015	55088635	201.53
15-61895	01-27300	K & W Pool Maintenance	replace pump Kimbell Pool	4/2015	350112	9,436.50
15-61910	01-30600	Lowe's Companies, Inc.	quickcrete	4/2015	02167	157.50
15-61907	01-30680	Luther Sign Company	No engine brake, acc	4/2015	10255	373.20
15-62119	01-44395	Recorded Books, LLC	Audio Book Standing Order	3/2015	75102458	102.58
			Audio Book Standing Order	4/2015	75114575	36.54
			Audio Book Standing Order	4/2015	75118406	105.19
			Audio Book Standing Order	4/2015	75116546	106.17
			Audio Book Standing Order	4/2015	75122322	157.13
			Audio Book Standing Order	4/2015	75123436	56.90
			Audio Book Standing Order	5/2015	75129174	177.62
			Audio Book Standing Order	5/2015	75132269	56.90
15-62028	01-90213	Brewer Carpet One	Blinds for HR	4/2015	ES505174	1,139.84
DEPARTMENT TOTAL:						67,539.26

FUND: 36 - ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 502		ECONOMIC DEVELOPMENT				
15-58850	01-00136	City of Yukon (BankOne)ED	lunch meeting expenses	5/2015	YCC 541	12.00
15-62078	01-04570	Butzer Architects and UrbanProf.	services to 05/01	5/2015	13.21-9	270.00
DEPARTMENT TOTAL:						282.00
FUND TOTAL:						67,821.26

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 123 SPECIAL EVENT REVENUE						
15-61942	01-04167	Bounce Town Catering	Catering MB	4/2015	1388	1,000.00
15-62192	01-18195	Hance Pyrotechnics	deposit-7/3/15 show	5/2015	07/03/15 deposit	4,526.38
			deposit-7/4/15 show	5/2015	07/04/15 deposit	5,988.41
15-61941	01-46940	Sam's Club Direct-G.E.Capit	Food Supplies	4/2015	6479	115.60
15-61944	01-53450	United Linen - Uniform Re	Table Cloths for the MB	4/2015	S1819440	61.27
DEPARTMENT TOTAL:						11,691.66
DEPARTMENT: 142 INSURANCE REIMBURSEMENTS						
15-62217	01-60295	X-Clusive Collision & Towin	repair '12 ChevTahoe 1518	5/2015	RO# 14434	1,372.68
DEPARTMENT TOTAL:						1,372.68
DEPARTMENT: 143 MABEL FRY						
15-62128	01-08140	OpubCo Communications Group	Annual newspaper renewal	5/2015	1787623A	131.04
15-61728	01-16230	Gale Group Inc	Large Print Standing Orde	4/2015	54964103	28.79
			Large Print Standing Orde	4/2015	54984388	24.79
			Large Print Standing Orde	4/2015	54985103	47.98
			Large Print Standing Orde	4/2015	55051451	23.24
15-61354	01-39575	Perma-Bound Books	2016 Sequoyah Nominees	4/2015	1629000-00	547.83
			2016 Sequoyah Nominees	4/2015	1629000-01	182.86
DEPARTMENT TOTAL:						986.53
DEPARTMENT: 144 LIBRARY STATE AID						
15-60676	01-00108	City of Yukon (BankOne)LIB	Summer Reading Program Su	4/2015	Upstart 5579791	1,902.65
15-61266	01-00108	City of Yukon (BankOne)LIB	Postage for ILL and stamp	4/2015	USPS 784	21.60
			Postage for ILL and stamp	4/2015	USPS 406	60.66
			Postage for ILL and stamp	5/2015	USPS 450B	64.14
15-61353	01-04450	Brodart	Books-Summer Reading	4/2015	B3875433	181.44
15-61393	01-04450	Brodart	YA Materials-Summer Readi	4/2015	B3873171	327.95
			YA Materials-Summer Readi	4/2015	B3885733	420.25
15-61036	01-92203	Rob Vollmar	Children's Summer Reading	4/2015	1501	200.00
DEPARTMENT TOTAL:						3,178.69

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 146 LIBRARY GRANT REVENUE						
15-60970	01-04450	Brodart	Children's non fiction ma	4/2015	B3867848	76.59
			Children's non fiction ma	4/2015	B3883050	22.59
15-61038	01-04450	Brodart	Series/Replacement Books	4/2015	B3867849	56.86
			Series/Replacement Books	4/2015	B3880521	15.35
DEPARTMENT TOTAL:						171.39
DEPARTMENT: 167 POLICE DEPT SPECIAL REVENUE						
15-60049	01-00111	City of Yukon (BankOne)PD	field drug testing kits	4/2015	Safariland 19298	395.00
15-60448	01-00111	City of Yukon (BankOne)PD	May training	1/2015	PLE 01-19-15A	295.00
15-61233	01-00111	City of Yukon (BankOne)PD	Det. holsters	3/2015	Optics 6231899	235.88
			Det. holsters	3/2015	Optics 6290333	163.96
15-61603	01-00111	City of Yukon (BankOne)PD	Frame training expenses	4/2015	Subway 04-14-15	8.75
			Frame training expenses	4/2015	SantaFe 04-14-15	18.91
			Frame training expenses	4/2015	BurgerKing 4-15-15	7.32
			Frame training expenses	4/2015	Chilis 04-15-15	25.03
			Frame training expenses	4/2015	Subway 04-16-15	8.48
			Frame training expenses	4/2015	Fieldhouse 41829	11.00
			Frame training expenses	4/2015	Subway 04-17-15	10.50
			Frame training expenses	4/2015	HolidayInn 223	332.00
			Frame training expenses	4/2015	KFC 04-21-15	5.47
			Frame training expenses	4/2015	Fieldhouse 4-21-15	13.31
			Frame training expenses	4/2015	Loves 4-22-15	8.19
			Frame training expenses	4/2015	Chilis 4-22-15	11.15
			Frame training expenses	4/2015	Arbys 04-23-15	8.30
			Frame training expenses	4/2015	SantaFe 4-23-15	31.69
			Frame training expenses	4/2015	Frescos 4-24-15	9.27
			Frame training expenses	4/2015	HolidayInn 205	332.00
15-61851	01-00111	City of Yukon (BankOne)PD	SRO Conf-Franklin/Rogers	4/2015	NASRO 16908CONF	1,000.00
15-61852	01-00111	City of Yukon (BankOne)PD	Franklin/Rogers airfare	4/2015	Traveloci 04-29-15	938.76
15-61863	01-00111	City of Yukon (BankOne)PD	Hill notary renewal	4/2015	OKSec 04-29-15	20.80
15-61867	01-00111	City of Yukon (BankOne)PD	refinish guns for Hnr Gd	4/2015	Brownells 57048276	109.93
15-62008	01-00111	City of Yukon (BankOne)PD	Peters conference	5/2015	OKASRO 81476527	199.00
15-62011	01-00111	City of Yukon (BankOne)PD	peters conf reg	4/2015	NASRO 16908CONF	500.00
15-62012	01-00111	City of Yukon (BankOne)PD	Peters airfare	4/2015	Traveloci 04-29-15	469.38
15-61009	01-1	KRG, LLC	Seminar cost	4/2015	K 2660	5,000.00
15-61864	01-45010	Rich & Cartmill, Inc.	Hill notary Bond	5/2015	249414	30.00
15-61571	01-90103	Ashley JMC & Company, Inc.	floor refinishing	4/2015	25857	1,488.00
DEPARTMENT TOTAL:						11,687.08
FUND TOTAL:						29,088.03

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201		WATER DISTRIBUTION				
15-61450	01-00180	City of Yukon (BankOne)PW	Cng fuel for veh's	5/2015	Loves 25059	25.61
			Cng fuel for veh's	5/2015	OnCue 2342	7.37
			Cng fuel for veh's	5/2015	Loves 29159	31.74
15-61650	01-00180	City of Yukon (BankOne)PW	smoke testing sewer lines	4/2015	ICM OK289659PW	550.00
15-61710	01-00180	City of Yukon (BankOne)PW	cplgns, cans, pvc	5/2015	HDSupply D904554	1,815.68
			nipples, spuds, curb	5/2015	HDSupply D904572	1,513.10
15-61736	01-00180	City of Yukon (BankOne)PW	water flags	4/2015	ICM OK803604PW	216.00
15-61739	01-00180	City of Yukon (BankOne)PW	pvc for sewer repairs	5/2015	HDSupply D802529	327.96
15-61919	01-00180	City of Yukon (BankOne)PW	oils, lubricants, sealant	4/2015	Napa 598622	17.55
15-62004	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2015	Clean 50705862	46.08
15-62005	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2015	Clean 50706994	46.08
15-62034	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2015	Clean 50708121	46.08
15-62113	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2015	Clean 50709245	46.08
15-62114	01-00180	City of Yukon (BankOne)PW	pikepass Mar 15	4/2015	PikePa 20150397234	3.30
15-62115	01-00180	City of Yukon (BankOne)PW	pikepass Apr 15	5/2015	PikePa 20150401320	6.16
15-61972	01-01352	Anderson Safety Products	vests, hat, hip wade	5/2015	2304	509.24
15-62053	01-39550	Paul Penley Oil Company,	Inunleaded fuel	5/2015	0109289-IN	406.66
			diesel fuel	5/2015	0109289-IN	135.21
DEPARTMENT TOTAL:						5,749.90
DEPARTMENT: 202		UTILITY BILLING				
15-62032	01-00170	City of Yukon (BankOne)UB	Postage Machine Supplies	4/2015	PitneyBowe 3536860	50.14
15-62004	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	4/2015	Clean 50705862	21.51
15-62005	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2015	Clean 50706994	21.51
15-62034	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	4/2015	Clean 50708121	21.51
15-62113	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2015	Clean 50709245	21.51
15-62150	01-08350	DataProse LLC	Bills & Late Notices	4/2015	DP1501263	5,736.50
15-62053	01-39550	Paul Penley Oil Company,	Inunleaded fuel	5/2015	0109289-IN	317.37
15-62214	01-47660	Shred-it USA LLC	Doc.destruction	4/2015	9405480568	9.84
DEPARTMENT TOTAL:						6,199.89
DEPARTMENT: 203		TREATMENT AND SUPPLY				
15-61090	01-00180	City of Yukon (BankOne)PW	LED lighting troffer	4/2015	Hunzicker 04-01-15	3,565.00
15-62215	01-55800	Veolia Water North America	Service for May '15	5/2015	00047837	92,291.81
15-62064	01-57420	Waste Connections of Oklaho	landfill fees for Apr 15	4/2015	20783	2,605.10
15-62065	01-57425	Waste Connections of Oklaho	hauling for Apr 15	5/2015	1507530	1,980.00
DEPARTMENT TOTAL:						100,441.91

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 204		FLEET MAINTENANCE				
15-60492	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	5/2015	OReily 0343-488796	115.14
15-60495	01-00180	City of Yukon (BankOne)PW	tires for vehicles	4/2015	Goodye 255-1004625	165.10
15-61450	01-00180	City of Yukon (BankOne)PW	Cng fuel for veh's	4/2015	OnCue 152857	16.26
			Cng fuel for veh's	4/2015	Loves 21958	27.84
			Cng fuel for veh's	5/2015	OnCue 2341	25.39
			Cng fuel for veh's	5/2015	Loves 29179	30.75
15-61646	01-00180	City of Yukon (BankOne)PW	tools, tool carts	4/2015	Perfectio 97744704	120.74
			tools, tool carts	4/2015	HarborFrei 4-29-15	89.93
			tools, tool carts	5/2015	Napa 599647	15.28
			tools, tool carts	5/2015	Napa 599765	140.80
			tools, tool carts	5/2015	Napa 599612	894.55
15-61703	01-00180	City of Yukon (BankOne)PW	welding supplies	4/2015	GasSupp 0246079100	99.06
			welding supplies	4/2015	GasSupp 0246079101	390.24
			welding supplies	4/2015	GasSupp 0246079102	200.29
15-61704	01-00180	City of Yukon (BankOne)PW	Safety equip for welding	4/2015	GasSupp 0246085200	420.51
			Safety equip for welding	4/2015	GasSupp 0246085201	124.26
15-61711	01-00180	City of Yukon (BankOne)PW	parts for weed eaters	4/2015	SmithF&G 04-28-15	1,769.55
15-61712	01-00180	City of Yukon (BankOne)PW	brushes	4/2015	FrontierEq 15428YU	2,430.00
15-61919	01-00180	City of Yukon (BankOne)PW	oils, lubricants, sealant	4/2015	Napa 599027	16.99
			oils, lubricants, sealant	4/2015	Napa 599066	17.98
			oils, lubricants, sealant	4/2015	OReily 0343-486917	9.38
			oils, lubricants, sealant	5/2015	SmithF&G 531459	236.97
15-61946	01-00180	City of Yukon (BankOne)PW	oils, lubricants, sealant	5/2015	OReily 0343-488797	44.94
15-62004	01-00180	City of Yukon (BankOne)PW	Greg's retirement party	4/2015	PartyGalaxy 153980	53.83
			Greg's retirement party	4/2015	Walmart 01234	63.23
15-62004	01-00180	City of Yukon (BankOne)PW	red oil rag rental	4/2015	Clean 50705862	29.54
			uniform cleaning,ren	4/2015	Clean 50705862	17.61
15-62005	01-00180	City of Yukon (BankOne)PW	red oil rag rental	5/2015	Clean 50706994	19.78
			uniform cleaning,ren	5/2015	Clean 50706994	17.57
15-62034	01-00180	City of Yukon (BankOne)PW	red oil rag rental	4/2015	Clean 50708121	29.54
			uniform cleaning,ren	4/2015	Clean 50708121	17.61
15-62113	01-00180	City of Yukon (BankOne)PW	red oil rag rental	5/2015	Clean 50709245	19.78
			uniform cleaning,ren	5/2015	Clean 50709245	17.57
15-61904	01-01049	A.M.P.	supplies for car wash	4/2015	72075	72.00
15-62068	01-29525	Locke Welding	demurrage rental	4/2015	R4107	104.00
15-62053	01-39550	Paul Penley Oil Company, Inc.	unleaded fuel	5/2015	0109289-IN	6,165.70
			diesel fuel	5/2015	0109289-IN	2,131.32
15-61882	01-63050	Yukon Trophy & Awards, Inc.	plaque for G Smith	4/2015	415372	26.00
DEPARTMENT TOTAL:						16,187.03
FUND TOTAL:						128,578.73

FUND: 71 - Sanitation Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
15-62004	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2015	Clean 50705862	51.10
15-62005	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2015	Clean 50706994	51.10
15-62034	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2015	Clean 50708121	51.10
15-62113	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2015	Clean 50709245	51.10
15-62053	01-39550	Paul Penley Oil Company, Inunleaded fuel		5/2015	0109289-IN	86.39
		diesel fuel		5/2015	0109289-IN	3,450.93
15-62069	01-57420	Waste Connections of Oklaho	April Landfill Fees	4/2015	20782	31,257.34
DEPARTMENT TOTAL:						34,999.06
FUND TOTAL:						34,999.06

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
15-61387	01-00173	City of Yukon (BankOne)SW	meals recycling event	4/2015	Walmart 00176	37.56
			meals recycling event	4/2015	Subway 04-13-15	83.50
15-62196	01-06377	City of Oklahoma City	Blystone-236 E Meade	4/2015	170415	39.50
			Young-345 Redbud	4/2015	170415	39.50
15-61490	01-25500	JVH Marketing	Shirts & Jackets	5/2015	5515	174.50
15-62053	01-39550	Paul Penley Oil Company,	Inunleaded fuel	5/2015	0109289-IN	50.75
15-61536	01-62900	Yukon Review Inc.	Ads-recycling/big trash	4/2015	YR85803	300.00
			Ads-recycling/big trash	4/2015	YR85893	300.00
			Ads-recycling/big trash	4/2015	YR85998	300.00
15-61682	01-91911	S&S Promotions	Maps & Pictures for DS	4/2015	10219	550.00
DEPARTMENT TOTAL:						1,875.31
FUND TOTAL:						1,875.31

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 120		EMERGENCY MGMT GRANTS				
15-61963	01-00125	City of Yukon (BankOne)EM	Wearing Appearl Adams	4/2015	E6141	199.94
15-62063	01-00125	City of Yukon (BankOne)EM	Drinks-Tornado exercise	4/2015	Homeland 4-28-15	41.80
			Food-Tornado exercise	4/2015	Mazzios 2038-02	96.00
DEPARTMENT TOTAL:						337.74
FUND TOTAL:						337.74
GRAND TOTAL:						381,730.79

## Technology Item Listing - May 19, 2015

<b>Item #</b>	<b>Description</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Department</b>
100552	HP LaserJet CM2320NF Printer	CM 2320NF	CNF99DYV21	Tech
100433	Lenovo T500 Thinkpad Laptop	T500	1S22428QUR83L3T5	Tech
101384	HP LaserJet 1536dnf MFP printer/Copier/Fax	1536dnf	CND9D3CB6V	Tech
100623	HP LaserJet 1536dnf MFP printer/Copier/Fax	1536dnf	CNC9C3LCW0	Tech
101081	Dell 17" Monitor	E173FPf	CN0D54287287257U3HEL	Tech
100232	Dell 22" monitor	2208WFpt	CN0H069H728728CT1GMI	Tech



**DATE:** May 12, 2015  
**FROM:** Arnold Adams / Public Works Director  
**TO:** Grayson Bottom / City Manager  
**CC:** Doug Shivers / City Clerk  
**RE:** Agenda Item –Union City/DOC contract 2016

**MEMORANDUM**

Grayson, attached are four (4) originals of the 2016 PPWP (Prisoner Public Works Program) Contract between the City and Union City/Department of Corrections. This contract is for utilizing prisoners as part of our labor force through the Prisoner Public Works Program.

See the memo accompanied with the contracts from Kristie Phillips, Assistant District Supervisor.

Upon your approval, I would respectfully request it be placed on the next available agenda.

Robert Patton  
DIRECTOR



Mary Fallin  
GOVERNOR

STATE OF OKLAHOMA  
OKLAHOMA DEPARTMENT OF CORRECTIONS  
UNION CITY COMMUNITY CORRECTIONS CENTER

April 23, 2015

To: City of Yukon  
From: Kristie Phillips, Assistant District Supervisor  
Re: FY 2016 PPWP Contract

Attached you will find four (4) original, signed PPWP contracts for the FY 2016 year.

After approval and signed on pages 8 and 9, I need three (3) returned to Union City Community Corrections Center.

If you have any questions, feel free to contact Dan Hix at 405-483-5902 or by email at [dan.hix@doc.state.ok.us](mailto:dan.hix@doc.state.ok.us)

Cc: file

**PUBLIC WORKS PROJECT CONTRACT  
BY AND BETWEEN THE  
OKLAHOMA DEPARTMENT OF CORRECTIONS AND  
CITY OF YUKON**

FY 2016

This contractual agreement is entered into by, and between, the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, City of Yukon, hereinafter, **Public Agency**, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. This writing is attached to this agreement and incorporated by reference.

This contract is authorized by 57 O.S. Section 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants the parties herein agree as follows:

1. The Public Agency requests that the offender workers perform the following responsibilities:

Mowing, weed control, litter removal, painting, janitorial services in public buildings, vehicle maintenance, general clean-up and maintenance work for the City of Yukon departments.

The Public Agency will also provide work orders, job duties/assignments, any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project.

2. The Public Agency covenants that it is a public entity as required by 57 O.S. Section 216, and is entitled to conduct a Public Works Project and the project will meet the requirements of the Prisoners Public Works Act.
3. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that offender labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department representative prior to said work beginning. Public purpose will be defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision in aid of exercising a governmental function. The prisoners will be utilized as a group for this purpose and not as individuals.
4. The Public Agency will not use the prisoners to provide personal services for private benefit, nor to supervise other offenders or prisoners, nor to

operate any motor vehicles. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.

5. The Public Agency agrees to comply with the Department's prisoners' work force racial balance requirement, and will, upon request, relinquish any assigned prisoner to the custody of the Department.
6. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts at least twice daily and provide close supervision of the prisoner's whereabouts. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every 2 hours. The Public Agency will immediately notify the Department and the local law enforcement agency if any prisoner is missing and believed to have escaped and will immediately report any other serious rule infraction. Failure to return to the facility will be deemed an escape and subject to penalty provided by law. The Department will have the ultimate responsibility for the security of the prisoners.
7. The Public Agency agrees to pay to the Department, the base cost plus ten percent on a monthly billing basis, unless otherwise agreed. Ten percent above the base cost will be charged to cover the cost, if any, of the Department's equipment repair and replacement. The base cost may comprise the following categories:
  - a. The cost of transportation of the prisoners to and from the project;
  - b. The cost of lodging and food for the prisoners and correctional personnel assigned to the project;
  - c. The cost of guarding the prisoners;
  - d. The cost of all tools and materials furnished by the DOC, if any;
  - e. The cost of the salaries of the assigned prisoners; and
  - f. Miscellaneous. Specify: \_\_\_\_\_

The Public Agency may be allowed to provide services to the DOC in exchange for the offender labor, as long as the services are enumerated in this agreement and are of an equivalent or greater fair market value.

8. No prisoner so assigned will be considered as an employee of the requesting Public Agency or the Department of Corrections; nor will any such prisoner come within any of the provisions of the State's Labor Code, (40 O.S. 2001 sec. 1 et seq.) or be entitled to any benefits there under whether on behalf of him/herself or that of any other person.
9. The Director of the Department of Corrections or his designee will, at all times during the term of this contract, have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners

performing work on the public works project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency for discipline, which may include removal and forfeiture of any earned credits or both.

10. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department of Corrections. The limits of the place of confinement are extended under the special conditions of this Prisoner Public Works Project pursuant to 57 O.S. sec. 501.1 (A) (4).
11. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85 O.S. sec. 1 et seq.).
12. The Department will be responsible for the cost of medical and dental health care needs of the prisoners including emergencies while assigned to the Public Works Project, unless said medical condition was caused by the action or lack of action by the Public Agency of one of its representatives, or unless otherwise agreed in writing.
13. The Department will, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project. The Department will provide lunches to the prisoners unless otherwise agreed.
14. The Department will provide the Public Agency with copies of relevant Department operational policies and procedures that are applicable, as well as the training and orientation required for proper implementation and security.
15. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight working hours and to utilize prisoners for no more than eight hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Weekend and night shifts are not prohibited by this contract but may be utilized under the terms and conditions of this contract. Any additional or different work shifts required will be approved by the warden or district supervisor of the prisoner's correctional facility and attached as an addendum.
16. Either party may immediately terminate this contract for the failure of the other party to perform as per the terms and conditions contained herein. Any damages will be as authorized by law in a court of competent jurisdiction except attorney's fees and related legal costs, which will be borne by each party separately. Both parties, in determining failure to perform, will consider any mitigating circumstances.

17. In the event a bona fide dispute or a conflict of interest arises between the parties which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. sec. 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not effect the performance requirements and duties of this contract. The contract will remain in full force and effect unless otherwise terminated or agreed between the parties.
18. The Public Agency will maintain all records, books of accounts, and such other documents required by law to be maintained and accounted for, and will maintain them in a safe place, and make them available to state and federal officials for inspection as authorized by law, including inspection by the duly authorized officers of the Department. The Public Agency will retain all records, books of accounts, and such other documents relevant to this contract for a period of three years and will make them available for inspection by state and federal officials as required by law, including inspection by the duly authorized officers of the Department.
19. If any provision, clause, or paragraph of this contract or any document incorporated by reference will be determined invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.
20. This contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
21. The parties agree that the Governmental Tort Claims Act, 51 O.S. Section 151 et seq., is applicable. Nothing herein will be construed as a waiver of the sovereign immunity defense for the state of Oklahoma or the Department of Corrections.
22. Either party may terminate this contract for any reason by providing 30 days written notification to the other party by certified mail, return receipt requested. The notification period will begin to run upon the next day after the return receipt is signed.
23. All notices required in this contract will be mailed certified mail return receipt requested to the addresses of the parties set forth below.

For the Public Agency:  
City of Yukon \_\_\_\_\_  
1035 Industrial Drive \_\_\_\_\_  
Yukon, OK 73099 \_\_\_\_\_

For the Department:  
UCCCC Business Office \_\_\_\_\_  
P.O. Box 129 \_\_\_\_\_  
Union City, OK 73090 \_\_\_\_\_

24. **Contract Term:** The term of this contract will be for a period beginning on the date of the execution set forth below and ending on the last day of the current fiscal year. The term of this contract may be extended up to a term of three consecutive one year terms, if agreed to by both parties but may be shorter if agreed in writing. Such extension must be in the form of an addendum as set out in Department of Corrections procedure, OP-090106 entitled "Prisoner Public Works Contracts and Assignment of Offenders to Public Works Programs."
25. The parties will execute this contract in duplicate originals by affixing their signatures hereto in the place provided, and by affixing their respective signatures will warrant that each has the authority to execute and bind their agencies.
26. The parties agree and understand that the prisoners will not displace any employee of the Public Agency nor reduce the employment opportunities of any citizen eligible and qualified.
27. A. The Public Agency will not allow any offender to operate or use any type of equipment unless and until the Public Agency has fully trained the offender in the proper and safe use of the equipment, and have documented records to support said training. Under no circumstances will the Public Agency allow an offender to operate any equipment which has had the manufacturer's safety devices modified or removed, nor allow any offender to operate any dangerous or unsafe equipment. Offenders will not be allowed to operate motor vehicles at any time.
- B. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise an offender assigned to work on behalf of the Agency until the employee or agent has completed all training required by the Department of Corrections procedure OP-090106 (Section VII. item D.).
28. A. The Public Agency agrees to the following special conditions, should the offender workers be required to work in the area of a school or in a location in which minor children are regularly located:
1. While the offender crew is working on the school grounds, or while the offender crew is supervised by employees or agents of the Public Agency, any damages caused by

offenders assigned to the Public Agency will be the responsibility of the Public Agency.

2. Department of Corrections' offenders shall be escorted by the Public Agency employees or agents at all times while away from the facility and when moving between school buildings or on school property.
  3. Department of Corrections' offenders assigned to duties outside of a confined area will be in direct line of sight of public agency employees or agents and monitored in an appropriate manner at such times as the offenders are outside confined spaces.
  4. Department of Corrections' offenders assigned to this agreement shall not be on school property when children are present. All work performed will be done when school is not in session.
- B. The Public Agency agrees to the following special conditions should the offender workers be assigned from Community Residential Supervision:
1. When outside the facility on assigned work detail, the work supervisor will have visual contact with the offender once every hour and the offender will not leave the defined work area without approval of the supervisor.

## 29. INDEMNIFICATION

- A. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
- B. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement."

DATE OF EXECUTION:

Date: April 21, 2015

  
\_\_\_\_\_

for the Oklahoma Department of Corrections

This agreement form has been approved by the Oklahoma Department of Corrections General Counsel.

\_\_\_\_\_  
for the Public Agency

Subscribed and sworn to before me this \_\_\_\_\_ day of, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
My commission number is: \_\_\_\_\_

PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS CITY OF YUKON			
<b>DATE: April 21, 2015</b>			
\$ 0.00		A.	The cost of transportation of the offenders to and from the project.
\$ 0.00		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project.
\$ 0.00		C.	The cost of supervising the offenders.
\$ 0.00		D.	The cost of all tools and materials furnished by the Department.
\$ 202.30		E.	The cost of the salaries of the assigned offenders in accordance with their level assignment. Fourteen (14) offenders at \$14.45/offender/month.
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 202.30		<b>SUBTOTAL</b>	
\$ 20.23		Plus 10%	
\$ 222.53		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>	
			
Oklahoma Department of Corrections		City of Yukon Representative	
<p>These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.</p>			



# Oklahoma Municipal Assurance Group

P.O. Box 691719 • Tulsa, OK 74169 • 918/439-9442 • 800/234-9461 • fax: 918/439-9443 • www.omag.org

May 4, 2015

City of Yukon  
Attn: Sara Hancock  
P.O. Box 850500  
Yukon, OK 73085

RE: Member : City of Yukon  
Claimant : Jack Reininger  
Date of Loss : 1/2/2015  
Claim No. : 200159-ME

Dear Ms. Hancock:

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

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

Thus to begin the 180-day statute of limitations prior to 8/2/15, you must deny this claim in writing before 8/2/15. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

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

Sincerely,

Mary Ellis, CPCU, AIC  
Claims Supervisor



# Oklahoma Municipal Assurance Group

P.O. Box 691719 • Tulsa, OK 74169 • 918/439-9442 • 800/234-9461 • fax: 918/439-9443 • www.omag.org

May 4, 2015

Jack Reininger  
816 Royal Lane  
Yukon, OK 73099

RE: Member : City of Yukon  
Claimant : Jack Reininger  
Date of Loss : 1/2/2015  
Claim No. : 200159-ME

Dear Mr. Reininger:

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

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

Our investigation indicates that the cause of this sewer backup was grease and rags and the City had no notice of this problem prior to the sewer backup at 816 Royal Lane, Yukon, Oklahoma.

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

Sincerely,

Mary Ellis, CPCU, AIC  
Claims Supervisor

cc: City of Yukon ✓

**NOTICE OF TORT CLAIM**

**OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) – MUNICIPAL LIABILITY PROTECTION PLAN  
CLAIM REPORT**

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

**IDENTIFY TYPE AND SIGN**

**NOTICE:** This notice will be sent to OMAG Claims Dept. for investigation. You may expect them to contact you.

S) Jack Reininger CLAIMANT(S) SOCIAL SECURITY \_\_\_\_\_  
73099 CLAIMANT(S) DATE OF BIRTH \_\_\_\_\_  
16 Royal Lane Yukon OK 73099 PHONE: HOME ( ) \_\_\_\_\_ BUS. ( ) \_\_\_\_\_

(Exact Date Required) (Continue on another sheet if needed for any information requested)  
DATE AND TIME OF INCIDENT 1-2-15 ( ) a.m. (X) p.m.  
LOCATION OF INCIDENT 816 Royal Lane Yukon OK 73099  
DESCRIPTION OF INCIDENT Sewage back up into back part of house. City came out and ran "run" lines, and sewage stopped flooding home.

**ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:**

**INJURY:** WAS CLAIMANT INJURED? YES \_\_\_ NO X If yes, complete this section  
DESCRIBE INJURY \_\_\_\_\_  
WERE YOU ON THE JOB AT THE TIME OF INJURY? YES \_\_\_ NO X If so, please provide Employer info. \_\_\_\_\_

Employer's Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
ALL MEDICAL BILLS (attach copies) \$ \_\_\_\_\_  
LIST OTHER DAMAGES CLAIMED \$ \_\_\_\_\_

**EMPLOYER/MEDICAID/SOCIAL SECURITY DISABILITY:**  
Were there any Social Security Disability involvement \_\_\_ Yes X No  
Has any medical bill been paid or will be paid by Medicare/Medicaid? \_\_\_ Yes X No. If so, list Medicare/Medicaid Number. \_\_\_\_\_  
If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

Understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer 42 U.S.C. § 1395y.

Medicare/Medicaid Beneficiary Name (please print) \_\_\_\_\_ Medicare/Medicaid Beneficiary Name Signature \_\_\_\_\_

**DAMAGE:** Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

**Note:** If damage is to a vehicle, a photocopy of your motor vehicle title is required.

PROPERTY DAMAGE (Attach repair bills or estimates if available) \$ \_\_\_\_\_  
LIST OTHER DAMAGES CLAIMED \$ \_\_\_\_\_

YOUR INSURANCE CO.	POLICY NO.	AMOUNT CLAIMED	AMOUNT RECEIVED
_____	_____	\$ _____	\$ _____

Name of any witnesses known to you:  
Jack Reininger 816 Royal Lane Yukon OK 73099 (405) 395-8425  
Address Phone Number  
\_\_\_\_\_  
Address Phone Number

AGREED AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.  
TOTAL CLAIM.....\$ 2,513.42

CLAIMANT(S) \_\_\_\_\_ DATE \_\_\_\_\_  
CONTINUE ON THE BACK

**B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM** To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461

This Notice of Tort Claim was received by Doug Shivers

(Title) City Clerk, on February 4, 20 15

For further information on this claim contact Sara Hancock

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

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

\* Attaching items supplied by Mr. Reininger: 4 images, Carpet quote, & Lowes Receipt.  
→ City of Yukon / Clerk is in the process of obtaining statements and other information ←

**Information for City Owned Vehicle Involved:**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Last 4 Vin#: \_\_\_\_\_ Dept: \_\_\_\_\_

As a result of this incident, are there damages to the City vehicle?  YES  NO If YES, please fill out an **OMAG Auto Loss Notice** to have it repaired.

Persons who have knowledge of the circumstances surrounding this claim are:		
Name	Title/Position	Telephone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Submitted by: Sara Hancock Date March 27, 20 15

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

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

OKLAHOMA MUNICIPAL ASSURANCE GROUP  
SEWER BACKUP QUESTIONNAIRE

CLAIMANT: \_\_\_\_\_  
ADDRESS: 816 Royal Ln, Yukon, OK 73099  
DATE OF LOSS: 01-02-2015  
CLAIM NUMBER: \_\_\_\_\_  
LOCATION OF BACKUP: 816 Royal Ln, Yukon, OK 73099

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

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

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

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

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

(a) when? \_\_\_\_\_

(b) where on the line? \_\_\_\_\_

(c) what was determined to be the cause? \_\_\_\_\_

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

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

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

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

*Richard Murray*  
Signed by

Water & Sewer Supervisor  
Position

4-28-2015  
Date

405-833-5930  
Phone Number

RETURN TO:

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

Phone: (405) 657-1400  
Fax: (405) 657-1401

*Virginia A. (Ginger) LaCroix*  
*144 E Parkland Drive*  
*Yukon, Oklahoma 73099*



May 8, 2015

Sara Schieman, Librarian  
Mabel C. Fry Library  
Yukon, Oklahoma 73099

Dear Sara:

It is with regret that I tender my resignation from the Library Board of the Mabel C. Fry Library. I think 28 years is long enough to be a member of the Board and feel it is time for me to step down and allow someone else an opportunity to serve.

I have truly enjoyed my time on the board and will always treasure the memories and recall with pride the many successes the board has experienced and the progress made. Our Library has come so far and achieved such great quality over the years. I am proud to have been some small part of that.

Community involvement and support has been exceptional, and I thank the citizens of Yukon for this opportunity.

Thank you, and all the hard-working employees of the Library, and thanks to the Yukon City Council and our very supportive City Manager.

With warmest regards,

Ginger LaCroix



**DATE:** May 12, 2015  
**FROM:** Mitchell Hort, Director  
**TO:** City Manager, City Council & City Clerk  
**RE:** Resignation

#### **MEMORANDUM**

We have received a Letter of Resignation from Earline Smaistrila, who has served on the Planning Commission, Ward I.

May 5, 2015

To: Mitch Hort

From: Earline Smaistrla

This note is to advise you that as of today, May 5, 2015 I am respectfully resigning from the Planning Commission. I was honored to be involved with such a great group of people.

Sincerely,

A handwritten signature in black ink that reads "Earline Smaistrla". The signature is written in a cursive style with a large, prominent initial "E".

Earline Smaistrla

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

**Sent:** Thursday, May 07, 2015 3:45 PM

**To:** Tammy Kretchmar DeSpain

**Subject:** RE: Phone Directory

You are welcome. I have contacted the following people and they have agreed to ( and want to) continue in the following positions: Planning Commission – Ed Hatley, Board of Adjustments-Buddy Carpenter, Park Board – Dayton Betts, Traffic Commission – John Knuppel, and Library Board- Jesica Wright-(Jesica does have only one “s”) (Carson’s wife) has agreed to take this position due to Ginger LaCroix requesting to retire from it.

## Report of Boards, Commissions and Committees

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

### Planning Commission

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

### Board of Adjustment/Board of Appeal

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

### Park Board

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

### Library Board

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

### Traffic Commission

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

### Spanish Cove

Larry Taylor, Representative

### OK Environmental Management Auth.

Richard Russell, Representative  
Ken Smith, Alternate

### Senior Citizens

Ray Wright, Representative  
John Alberts, Alternate

### ACOG

Ken Smith, Member  
Richard Russell, Alternate

### COWRA

Genie Vinson, Representative  
Larry Taylor, Alternate

### Sister City Committee

Illona Morris  
Terry Beaver  
Nancy Novosad  
Edwin Shedeck

\*Members of Ladies' Library Club are appointed by same

THE CITY COUNCIL OF THE CITY OF YUKON MET IN REGULAR SESSION ON THE 19<sup>TH</sup> DAY OF MAY, 2015, IN THE COUNCIL CHAMBERS OF THE CENTENNIAL BUILDING AT 12 S. 5TH ST., YUKON, OKLAHOMA, AT 7:00 P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Yukon, Oklahoma for the calendar year 2015 having been given in writing to the City Clerk of said City prior to December 15, 2014, and public notice of this meeting, setting forth the date, time, place and agenda was posted at the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at \_\_\_\_\_ o'clock \_\_.m., on the \_\_\_ day of May, 2015, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto).

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced a Resolution which was read in full by the City Clerk, and upon motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, said Resolution, including the waiver of competitive bidding, was adopted by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the Mayor, attested by the City Clerk, sealed with the seal of said City, and is as follows:

**RESOLUTION NO. 2015-06**

A RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS IN THE SUM OF NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000) BY THE CITY OF YUKON, STATE OF OKLAHOMA, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS INCLUDING THE OUTSTANDING PORTIONS OF THE SERIES 2004 GENERAL OBLIGATION BONDS, THE SERIES 2005 GENERAL OBLIGATION BONDS, AND THE SERIES 2006 GENERAL OBLIGATION BONDS OF THE CITY; WAIVING COMPETITIVE BIDDING FOR THE BONDS; PRESCRIBING FORM OF BONDS; PROVIDING FOR A BOND ISSUE DESIGNATED “GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015”; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING LEVY OF AN ANNUAL TAX FOR PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS; APPROVING A CONTINUING DISCLOSURE AGREEMENT; FIXING OTHER DETAILS OF THE ISSUE; AND APPROVING AN ESCROW AGREEMENT.

WHEREAS, the City of Yukon, Oklahoma (the “City”) has \$6,885,000 in aggregate outstanding general obligation bonds (collectively, the “Prior GO Bonds”) described as follows:

- City of Yukon, Oklahoma General Obligation Bonds, Series 2004 which mature March 1, 2016, to March 1, 2024 (the “2004 Bonds”)
- City of Yukon, Oklahoma General Obligation Bonds, Series 2005 which mature March 1, 2016, to March 1, 2025 (the “2005 Bonds”)
- City of Yukon, Oklahoma General Obligation Bonds, Series 2006 which mature March 1, 2016, to March 1, 2026 (the “2006 Bonds”)

WHEREAS, the City has been advised that the following maturities of the 2004 Bonds, the 2005 Bonds, and the 2006 Bonds can be refunded to provide present value savings to the City:

- The 2004 Bonds which mature March 1, 2016 to March 1, 2024
- The 2005 Bonds which mature March 1, 2016 to March 1, 2025
- The 2006 Bonds which mature March 1, 2016 to March 1, 2026

which are hereinafter referred to collectively as “Refunded Bonds”; and

WHEREAS, it is deemed advisable by the City, for the purpose of obtaining interest cost savings to the City to issue General Obligation Refunding Bonds as authorized by Title 62, Oklahoma Statutes 2011, Sections 751 *et seq.*; and

WHEREAS it is hereby determined to be in the best interest of the City to sell on this date and at this hour and at this place its not to exceed \$7,000,000 of General Obligation Refunding Bonds of 2015 (the "Bonds"), for such purpose and in order to provide the most efficient method of refunding the Refunded Bonds, it is hereby determined that a negotiated sale is most appropriate and therefore competitive bidding for the Bonds is hereby waived and the Bonds are hereby authorized to be sold at negotiated sale; and

WHEREAS, a public hearing with respect to the issuance of the General Obligation Refunding Bonds has been conducted at this meeting with no adverse comments from the public

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YUKON, OKLAHOMA:

Section 1. After due consideration by the governing body and in compliance with Title 62 Oklahoma Statutes 2011, Sections 751 *et seq.* and the Charter of the City of Yukon, Oklahoma, the Bonds herein authorized are awarded, sold and delivered to The Baker Group, as Senior Managing Underwriter, or any other underwriting firm as designated in writing by the Mayor, all pursuant to the Bond Purchase Agreement attached hereto and incorporated herein by reference, upon fulfillment of the terms set out in said Bond Purchase Agreement. That pursuant to Title 62, Oklahoma Statutes, 2011, §754 and §758, General Obligation Refunding Bonds (2005 Refunding) and General Obligation Refunding Bonds (2006) are hereby combined and there are hereby ordered and directed to be issued the bonds of said City in accordance with the form as hereinafter set out, in the aggregate principal amount of not to exceed Seven Million (\$7,000,000), which Bonds shall be designated "General Obligation Refunding Bonds, Series 2015", shall be dated as of delivery, shall mature on dates coinciding with the maturities of the Refunded Bonds on March 1 or September 1, and shall mature and be payable and bear interest as shall be set forth in a Certificate of Determination signed by the Mayor after the pricing of the Bonds to be attached to the Bond Purchase Agreement herein authorized.

Interest shall be payable semi-annually on the 1<sup>st</sup> day of March and September of each year, commencing on September 1, 2015. The bonds are issuable as registered Bonds in denominations of \$5,000 or any whole multiple thereof, not to exceed \$100,000, provided when a book entry system is utilized, the Bonds may be represented by one Bond for each maturity of Bonds.

Section 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:



General Obligation Bonds, Series 2004, City of Yukon, Oklahoma, General Obligation Bonds, Series 2005, and City of Yukon, Oklahoma, General Obligation Bonds, Series 2006, all pursuant to Title 62, Oklahoma Statutes 2011, Section 751 *et seq.*, and statutes of the State of Oklahoma complementary, supplementary and enacted pursuant thereto.

The Bonds are not subject to optional redemption prior to maturity.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Registrar in the Registration Record maintained in its corporate trust office in Oklahoma City, Oklahoma. This Bond shall be transferable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered in the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15<sup>th</sup>) day preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of said City, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity. This Bond has been issued pursuant to the authority of the General Obligation Public Securities Refunding Act and is incontestable for any cause whatsoever after delivery for value.

IN WITNESS WHEREOF, said City has caused this Bond to be executed in its name by the facsimile signature of its Mayor, attested by the facsimile signature of its Clerk, and sealed with the facsimile seal thereof all as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

(SEAL)  
ATTEST:

\_\_\_\_\_  
Mayor

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

**AUTHENTICATION CERTIFICATE**

This Bond is one of the General Obligation Refunding Bonds, Series 2015 of the City of Yukon, Oklahoma described herein.

Date of Registration  
and Authentication

BOKF, NA dba Bank of Oklahoma  
Oklahoma City, Oklahoma

\_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

\* \* \*

STATE OF OKLAHOMA                    )  
  )SS  
COUNTIES OF CANADIAN            )

We, the undersigned, District Attorney and County Clerk, respectively, of said County in said State in which the within named City is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named City pursuant to law, and that the entire issue of said Bonds is within the debt limit imposed upon said City by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seals of said Counties as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
County Clerk, Canadian County

\_\_\_\_\_  
District Attorney, District Number 26

(SEAL)



Section 3. That each of said Bonds shall be signed by the Mayor and the corporate seal of said City affixed thereto and attested by the Clerk of said City; that said officers be and hereby are authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said City, have the same registered by the Treasurer, endorsed by the District Attorneys and County Clerks and presented to the Attorney General, Ex-Officio Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issue for his approval and endorsement; that thereafter said Bonds shall be delivered to the purchaser upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purpose of providing funds for the purpose of paying the prior Bonds of the City set out in Section 2 hereof, paying the costs of issuance and other lawful purposes as set forth in the General Obligation Public Securities Refunding Act. The estimated costs of issuance are attached hereto.

Section 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

Section 5. The Registrar for all registered Bonds issued pursuant to this Resolution shall be BOKF, NA dba Bank of Oklahoma, Oklahoma City, Oklahoma, which shall maintain a Registration Record in its principal corporate trust office for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appear on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment on such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be cancelled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$5,000 or any whole multiple thereof. The Registrar shall not be required to make such transfer after the fifteenth (15<sup>th</sup>) day preceding any interest payment date until after said latter date. The Record Date for the Bonds shall be the 15<sup>th</sup> day, whether or not such is a business day, of the calendar month preceding each interest payment date on the Bonds.

Section 6. Pursuant to the City's Resolution No. 2015-\_\_ adopted May 5, 2015, the City designated The Baker Group to serve as Senior Managing Underwriter with respect to the Bonds. In the event The Baker Group is unable or unwilling to serve in said capacity, the City hereby

directs the Mayor to designate on behalf of the City a replacement firm or firms to serve in said capacity. The Bond Purchase Agreement, a form of which is attached hereto, between the City and the aforesaid purchaser(s) of the Bonds attached hereto and incorporated herein by reference is hereby approved and the Mayor is authorized to execute the same as well as the Certificate of Determination attached thereto, upon the Mayor's determination of the final details of the Bonds including interest rates, maturities and call features, if any, on the date of final pricing of the Bonds, provided the average interest rate in the form of true interest cost does not exceed 3.00% per annum and provided further this authorization to sign the Bond Purchase Agreement shall lapse on June 30, 2015.

Section 7. That the Preliminary Official Statement pertaining to the Bonds is deemed by the City Council to be "near final" in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934. The City Council further authorizes distribution of the Preliminary Official Statement by the Underwriter in connection with the sale of the Bonds.

Section 8. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes 2011, Section 582(13)(b), whereby books shall be maintained on behalf of the City by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the Mayor and Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

Section 9. The City hereby adopts the Continuing Disclosure Policies and Procedures for and on behalf of the City and its Public Trusts (as defined in said Policies and Procedures), with respect to Obligations (as defined in said Policies and Procedures) that may be subject to continuing disclosure requirements pursuant to SEC Rule 15c2-12.

Section 10. The Escrow Fund Agreement, the Continuing Disclosure Certificate and Official Statement, forms of which are attached hereto and incorporated herein by reference, are hereby approved and the Mayor and City Clerk are authorized to execute the Escrow Fund Agreement and the Continuing Disclosure Agreement and the City Manager is authorized to sign the Official Statement for and on behalf of the City.

A Continuing Disclosure Certificate, as a material inducement to the Purchaser(s) of the Bonds, in substantially the form of the draft thereof presented at the meeting at which this Resolution is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by the Mayor and Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively). The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate,

including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section. “Continuing Disclosure Certificate” shall mean that certain Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

The City hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the City which shall include financial information customarily prepared by the City and which is publicly available, and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and any notices of material events will be provided by the City to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System (“EMMA”) @ [www.emma.msrb.org](http://www.emma.msrb.org).

The Official Statement pertaining to the Bonds issued pursuant to this Resolution is approved and the Official Statement was, as of its date and is as of this date, true and correct and does not, as of its date or as of the date hereof, contain any untrue or misleading statements of a material fact or omit to state any material fact which should be included therein because of the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein not misleading in light of the circumstances under which they were made. The City authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

Section 11. That beginning with the fiscal year beginning in 2015, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property in said City, in addition to all other taxes, said sinking fund to be designated “General Obligation Refunding Bonds, Series 2015 Sinking Fund.” Said Tax shall be and is hereby ordered certified, levied and extended upon the rolls and collected by the same officers, in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund which, together with any interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

Section 12. The Mayor, Vice Mayor, City Manager, Treasurer and City Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, contracts for professional services associated with issuance of the Bonds, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

PASSED AND APPROVED this 19<sup>th</sup> day of May, 2015.

(SEAL)

---

Mayor

ATTEST:

---

City Clerk



Attachments

Notice and Agenda

Bond Purchase Agreement

Escrow Fund Agreement

Continuing Disclosure Certificate

Official Statement

Estimated Costs of Issuance

## **Fees and Expenses Paid at Closing**

Not to Exceed \$7,000,000  
City of Yukon, Oklahoma  
General Obligation Refunding Bonds,  
Series 2015

The Baker Group, or alternately designated firm or firms, Underwriting Fees	\$42,000.00
The Public Finance Law Group PLLC Legal Fee and Reimbursement for Out-of-Pocket Expenses	\$42,000.00
Williams, Box, Forshee & Bullard, P.C. Legal Fee and Reimbursement for Out-of-Pocket Expenses	\$42,000.00
BOSC, Inc. Financial Advisory Fee	\$42,000.00
Wheatley, Segler, Osby, & Miller, LLC Legal Fee and Reimbursement for Out-of-Pocket Expenses	\$31,500.00
BOKF, NA dba Bank of Oklahoma Escrow Agent Acceptance Fees	\$1,500.00
Escrow Verification Firm to be determined Escrow Verification Costs	\$2,500.00
Printing Firm to be determined Official Statement Printing Costs	\$1,500.00
Attorney General, State of Oklahoma Statutory Review Fee	\$1,900.00
Rounding and Other Costs, if any	\$3,100.00

\$ \_\_\_\_\_  
 City of Yukon, Oklahoma  
 General Obligation Refunding Bonds  
 Series 2015

**BOND PURCHASE AGREEMENT**

Dated: \_\_\_\_, 2015

City of Yukon  
 Yukon, Oklahoma

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, \_\_\_\_\_ (the "Underwriters") hereby agree, jointly and severally, to purchase from you \$\_\_\_\_\_ aggregate principal amount of General Obligation Refunding Bonds, Series 2015 (the "Bonds"), to be issued by you (the "City") under and pursuant to a Resolution adopted May 19, 2015 (the "Bond Resolution").

\_\_\_\_\_, is acting as the representative of the Underwriters hereunder (the "Representative"). This offer is made subject to your acceptance of this Bond Purchase Agreement prior to 5:00 p.m., Central Time, on the date hereof.

**Section 1. Your Representations, Warranties and Agreements**

By your acceptance hereof, you hereby represent and warrant to, and agree with, the Underwriters that:

(a) You are authorized pursuant to the laws of the State, in particular, Title 62, Sections 751 *et seq.*, Oklahoma Statutes 2011 (the "Act") to issue the Bonds for the purpose of providing funds to refund the outstanding general obligation bonds of the City described on Schedule 1 hereto (collectively, the "Refunded Bonds") in the manner and subject to the terms and conditions set forth in the Special Escrow Fund Agreement to be dated as of June \_\_\_\_, 2015 (the "Escrow Agreement") between you and BOKF, NA dba Bank of Oklahoma (the "Escrow Bank").

(b) You have complied with all provisions of the laws of the State and the Act in connection with the issuance of the Bonds, and you have full power and authority to consummate all transactions contemplated by this Bond Purchase Agreement, the Bond Resolution, the Bonds, the Escrow Agreement and any and all other agreements relating thereto.

(c) You have duly authorized all necessary action to be taken by you for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Resolution and the Escrow Agreement; (ii) the execution and delivery of the Bond Resolution providing for the issuance of and prescribing the security for the Bonds and appointing the paying agent and bond registrar for the Bonds; (iii) the execution, delivery, receipt and due performance of this Bond Purchase Agreement, the Bonds, the Bond Resolution, the Escrow Agreement and any and all such other agreements and

documents as may be required to be executed, delivered and received by you in order to carry out, give effect to and consummate the transactions contemplated hereby; and (iv) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Bond Resolution and the Escrow Agreement. Executed counterparts of the Escrow Agreement and the Bond Resolution will be delivered to the Underwriters by you at the Closing Time, as hereinafter defined.

(d) There is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court, public board or body pending or, to your knowledge, threatened against or affecting you (or, to your knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or the validity of the Bonds, the Bond Resolution, the Escrow Agreement and this Bond Purchase Agreement or any agreement or instrument to which you are a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(e) The execution and delivery of this Bond Purchase Agreement, the Bonds, the Bond Resolution, the Escrow Agreement and the other agreements contemplated hereby, and the compliance with the provisions thereof, will not conflict with, or constitute on your part a breach of, or a default under, any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which you are subject or by which you are or may be bound.

(f) You have not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that you are an issuer whose arbitrage certifications may not be relied upon.

(g) You will apply the proceeds from the sale of the Bonds as specified in the Bond Resolution, the Official Statement, hereinafter defined, and this Bond Purchase Agreement for the purposes described therein.

(h) The preliminary Official Statement dated May 19, 2015 (the "Preliminary Official Statement"), has been duly authorized and delivered by you and you have consented to the use of the Preliminary Official Statement and have delivered a certificate to the Underwriters, dated the date of the Preliminary Official Statement, to evidence compliance with the Rule, hereinbelow defined, to the date hereof, a copy of which is attached as Exhibit A hereto.

(i) You agree to deliver to the Underwriters, at such addresses as the Underwriters shall specify, as many copies of the Official Statement dated the date of this Bond Purchase Agreement, relating to the Bonds as the Underwriters shall reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). You agree to deliver such copies of the Official Statement (which shall be a final official statement, as such term is defined in the Rule, as of its date) within seven business days after the execution of this Bond Purchase Agreement. You hereby consent to the filing by the Underwriters of the Official Statement with the MSRB.

(j) You covenant and agree to enter into a written agreement or contract, constituting an undertaking (the “Undertaking”), to provide ongoing disclosure for the benefit of the Bondholders on or before the date of delivery of the Bonds as required by Section (b)(5)(i) of the Rule, for the benefit of the Bondholders, and in the form as summarized in or appended to the Preliminary Official Statement, with such changes as may be agreed to in writing by the Underwriters.

(k) You have complied in all material respects with all previous undertakings to provide ongoing disclosure as required by the Rule.

(l) Any certificate signed by any of your duly authorized officials and representatives and delivered to the Underwriters shall be deemed a representation made by you to the Underwriters as to the statements made therein.

(m) You will not amend or supplement the Official Statement without prior notice to and the consent of the Underwriters and will advise the Underwriters promptly in the event you learn of the institution of any proceedings before or by any court, public board or body or otherwise affecting the use of the Official Statement in connection with the offer and sale of the Bonds.

(n) If at any time when a copy of the Official Statement should be delivered in connection with offers and sales of the Bonds, any event occurs as a result of which the Official Statement, as then amended or supplemented, would include any untrue statement of a material fact, or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, you will cooperate with the Underwriters in the prompt preparation of the amendment or supplement which will correct such statement or omission.

(o) You will cooperate with the Underwriters in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriters may request; provided, however, that you are not required to consent to suit or to service of process in any jurisdictions or otherwise to waive any defenses that you might have under the laws of the State or of the United States of America. You consent to the use by the Underwriters in the course of the Underwriters’ compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Bonds, subject to your right to withdraw such consent for cause by written notice to the Underwriters. Prior to the earlier of (i) receipt of written notice from the Underwriters that Official Statements are no longer required under the Rule or (ii) 90 days after the “end of the underwriting period” (as such term is defined in the Rule) or (iii) if a copy of the Official Statement is available to any person from the MSRB, 25 days after the “end of the underwriting period,” you shall provide the Underwriters with such information as you shall deem material and such other information as the Underwriters may reasonably request.

(p) There exists no default, or any event which with the passage of time may become an event of default, under the Bond Resolution. You have not defaulted in payment of principal or interest on any of your securities.

## **Section 2. Purchase, Sale and Delivery of the Bonds**

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, at the Closing Time the Underwriters agree to purchase from you and you agree to sell to the Underwriters all (but not less than all) of the Bonds at the purchase price set forth on Exhibit B attached hereto.

The Bonds shall be issued under and secured as described in the Bond Resolution and the Official Statement.

The Bonds shall bear interest at the rates per annum and mature in the principal amounts as set forth on Exhibit B attached hereto.

The Underwriters agree to make a bona fide public offering of the Bonds at the initial offering price or prices which do not exceed (or at public offering yields which are not less than) those set forth in the Official Statement; provided, however, that the Underwriters reserve the right to make concessions to dealers (including dealers depositing the Bonds into investment trusts) and to change such initial offering price or prices (or yields) as the Underwriters shall deem necessary in connection with the offering of the Bonds.

The Underwriters have duly designated the Representative to act as their representative under this Bond Purchase Agreement. The Representative has been duly authorized to execute this Bond Purchase Agreement and to act hereunder on behalf of the other Underwriters and shall have full authority to take such action as it may deem advisable in respect of all matters relating to this Bond Purchase Agreement.

Delivery of the Bonds shall be made at the Closing Time to the Underwriters through the facilities of The Depository Trust Company in New York, New York, or at such other address as the Underwriters shall direct. Payment for the Bonds shall be made by the Underwriters by wire transfer of federal funds payable to you at 10:00 a.m., Central Time, on June \_\_\_\_, 2015, or at such other place, time and date as shall be mutually agreed upon by you and the Underwriters. Except for purposes of delivery of the Bonds to the Underwriters, the Closing shall take place at the offices of The Public Finance Law Group, PLLC, Oklahoma City, Oklahoma. The delivery of and payment for the Bonds is herein called the "Closing." The date of such delivery and payment is herein called the "Closing Date," and the hour and date of such delivery and payment is herein called the "Closing Time." The delivery of the Bonds shall be made in definitive form, bearing CUSIP numbers (provided neither the printing of a wrong number on any Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bonds) and issued in fully registered form delivered to or at the direction of DTC as directed by the Underwriters in the form of one bond for each maturity of the Bonds registered in the name of Cede & Co., duly executed and authenticated.

## **Section 3. Conditions to the Underwriters' Obligations**

The Underwriters' obligations hereunder shall be subject to the due performance by you of your obligations and agreements to be performed hereunder at or prior to the Closing Time and to

the accuracy of and compliance with your representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) The Bonds, the Bond Resolution, the Escrow Agreement and a complete transcript of proceedings shall have been duly authorized, executed and delivered in the form heretofore approved by the Underwriters with only such changes therein as shall be mutually agreed upon by you and the Underwriters.

(b) At the Closing Time, the Representative shall receive:

- (i) The joint legal opinion in form and substance satisfactory to the Underwriters, dated as of the Closing Date, of The Public Finance Law Group, PLLC, and Williams, Box, Forshee & Bullard, P.C;
- (ii) The legal opinion of the Attorney General of the State of Oklahoma;
- (iii) A certificate, satisfactory to the Underwriters, of the Mayor or any other of your duly authorized officers satisfactory to the Underwriters, dated as of the Closing Date, to the effect that: (A) you have duly performed all of your obligations to be performed at or prior to the Closing Time and that each of your representations and warranties contained herein is true as of the Closing Time; (B) you have authorized, by all necessary action, the execution, delivery, receipt and due performance of the Bonds, the Bond Resolution, the Escrow Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by you in order to carry out, give effect to and consummate the transactions contemplated hereby; (C) to his knowledge, no litigation is pending, or to his knowledge threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Bond Resolution, the Escrow Agreement or your existence or powers or your right to issue the Bonds; and (D) the execution, delivery, receipt and due performance of the Bonds, the Escrow Agreement, the Bond Resolution and other agreements contemplated hereby under the circumstances contemplated thereby, and your compliance with the provisions thereof will not conflict with or constitute on your part a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which you are subject or by which you are or may be bound;
- (iv) The opinion of \_\_\_\_\_, Counsel to the Underwriters, addressed to the Underwriters;
- (v) Certified copies of the Bond Resolution and the Escrow Agreement;
- (vi) Written acceptance of the Paying Agent and Registrar of its appointment to serve as such under the Bond Resolution and of the Escrow Agent of its appointment to serve as such under the Escrow Agreement;

- (vii) Written evidence that the Bonds have been assigned ratings of “\_\_\_\_\_” and “\_\_\_\_\_,” by Moody’s Investors Service (“Moody’s”) and by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“S&P”), respectively;
- (viii) A certified copy of the Continuing Disclosure Agreement dated the Closing Date (the “Continuing Disclosure Agreement”) constituting the “Undertaking” described in Section 1(j) of this Bond Purchase Agreement;
- (ix) Such additional certificates and other documents as the Underwriters may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby, all such certificates and other documents to be satisfactory in form and substance to the Underwriters.

All opinions, letters, certificates, instruments and other documents mentioned in this Bond Purchase Agreement shall be deemed to be in compliance with this Bond Purchase Agreement if, but only if, they are in form and substance satisfactory to the Underwriters and \_\_\_\_\_, Counsel to the Underwriters.

If you shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters nor you shall have any further obligations hereunder, except as provided in Section 10. However, the Representative may in its discretion waive one or more of the conditions imposed by this Bond Purchase Agreement for the protection of the Underwriters and proceed with the Closing.

#### **Section 4. The Underwriters’ Right to Cancel**

The Underwriters shall have the right to cancel their obligations hereunder to purchase the Bonds (such cancellation shall not constitute a default for purposes of Section 5 hereof) by notification in writing to you from the Underwriters of their election to make such cancellation between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(a) a committee of the House of Representative or the Senate of the Congress of the United States shall have pending before it legislation which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon interest received on obligations of the general character of the Bonds, or the Bonds, which, in the opinion of the Underwriters, materially adversely affects the market price of the Bonds;

(b) a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United

States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the effect of imposing (or purporting to impose) federal income tax upon interest received on obligations of the general character of the Bonds, or the Bonds, which, in the opinion of the Underwriters, materially adversely affects the market price of the Bonds;

(c) any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered having the effect of imposing (or purporting to impose) State income tax upon interest received on obligations of the general character of the Bonds, or the Bonds, or otherwise which, in the opinion of the Underwriters, materially adversely affects the market price of the Bonds, or litigation challenging the Act under which the Bonds are to be issued or otherwise, in the opinion of the Underwriters, affecting the issuance of the Bonds shall be filed in any federal court or in any court in the State;

(d) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

(e) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under, or other requirements of, the Securities Act of 1933, as amended and as then in effect, or the Securities Act of 1934, as amended and as then in effect, or that the Bond Resolution is not exempt from qualification under, or other requirements of, the Trust Indenture Act of 1939, as amended and as then in effect;

(f) any event shall have occurred, or information become known, which, in the opinion of the Underwriters, makes untrue in any material respect any statement or information contained in the Official Statement relating to the Bonds as originally circulated, or has the effect that the Official Statement as originally circulated contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading;

(g) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by an governmental authority or by any national securities exchange;

(h) any national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in

force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters;

(i) a general banking moratorium shall have been established by Federal, New York or State authorities;

(j) any proceeding shall be pending or threatened by the Securities and Exchange Commission against any of the participants to the financing which, in the opinion of the Underwriters, materially adversely affects the market price of the Bonds;

(k) any rating of the Bonds or any other of your bonds shall have been downgraded or withdrawn or placed on credit watch negative by a national rating service, which, in the opinion of the Underwriters, materially adversely affects the market price of the Bonds, or trading in any of your securities shall have been suspended on any national securities exchange; or any proceeding shall be pending or threatened by the Securities and Exchange Commission against you; or

(l) a war involving the United States of America shall have been declared, or any conflict involving the United States of America shall have escalated, or any other national or international emergency relating to the effective operation of government or the financial community shall have occurred, which, in the opinion of the Underwriters, materially adversely affects the market price of the Bonds.

#### **Section 5. Default of the Underwriters**

If the Underwriters, other than for a reason as provided in Sections 3 and 4 hereof, do not perform their obligation to accept delivery of the Bonds hereunder and arrangements satisfactory to the Underwriters and you for the purchase and acceptance of such Bonds by other persons are not made within thirty-six (36) hours after such event, this Bond Purchase Agreement shall terminate. In the event of any such termination, you shall not be under any liability to the Underwriters. You agree that you will not unreasonably withhold your consent to any such arrangements for the purchase and acceptance of the Bonds by any other persons. In any such case which does not result in termination, the Underwriters shall have the right to postpone the Closing Date, but in no event for more than seven (7) days, in order that revisions and changes, if any, in the documents or arrangements may be effected. Nothing herein will relieve the Underwriters, if they are in default, from liability to you.

#### **Section 6. Conditions of Your Obligations**

If you are unable to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement, or if the obligations of the Underwriters are terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters nor you shall be under further obligation hereunder except for the respective obligations with respect to payment of expenses as provided in Section 10.

#### **Section 7. Use of Official Statement**

(a) You shall deliver or cause to be delivered to us, promptly after your acceptance hereof, copies of the Official Statement relating to the Bonds, with only such changes therein as shall have been accepted by us (the “Official Statement”). Our execution of this Bond Purchase Agreement shall constitute acceptance of the Official Statement. In connection with the public offering and sale of the Bonds, you authorize the use by the Underwriters of copies of the Official Statement.

(b) The Official Statement, in the form delivered to the Underwriters, is, and will be, as of the Closing, true and correct and does not, and will not, as of the date hereof and as of the Closing, contain any untrue or misleading statements of a material fact or omit to state any material fact which should be included therein because of the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein not misleading in light of the circumstances under which they were made.

### **Section 8. 10b5 Certification**

At the time of original delivery of and payment for the Bonds, you will deliver a certificate addressed to the Underwriters to the effect that the financial and other data concerning you contained in the Preliminary Official Statement is correct and that (i) the Official Statement, both as of its date and as of the date of delivery of the Bonds, does not contain any untrue statement of material fact or fail to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) between the date of the Official Statement and the date of delivery of the Bonds there has been no material change in your affairs (financial or other), financial condition or results of operations except as set forth in or contemplated by the Official Statement.

### **Section 9. Representations, Warranties and Agreements to Survive Delivery**

All of your representations, warranties and agreements shall remain operative and in full force and effect, regardless of any investigations made by the Underwriters and shall survive delivery of the Bonds to the Underwriters.

### **Section 10. Payment of Expenses**

Whether or not the Bonds are sold by you to the Underwriters (unless such sale be prevented at the Closing Time by the Underwriters default), the Underwriters shall be under no obligation to pay any expenses incident to the performance of your obligations hereunder, except as hereinafter in this section provided. All expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds (including, without limitation, the fees and disbursements of the Financial Advisor, Co-Bond Counsel, Escrow Bank, Paying Agent and Registrar, charges made by the rating agencies and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Official Statement, the Bond Resolution, the Escrow Agreement, this Bond Purchase Agreement and all other agreements and documents contemplated hereby) shall be paid from moneys available therefor from the proceeds of the Bonds.

**Section 11. Applicable Law; Nonassignability**

This Bond Purchase Agreement shall be governed by the laws of the State. This Bond Purchase Agreement shall not be assigned by you.

**Section 12. Execution of Counterparts**

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and same document.

**Section 13. Notice**

Any notice or other communication to be given to you under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to the attention of the Mayor; any notice or other communications to be given to the Underwriters under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to

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**Section 14. Underwriters Not Acting as Municipal Advisors**

You acknowledge and agree that: (i) the transaction contemplated by this Bond Purchase Agreement is an arm's length, commercial transaction between you and the Underwriters in which the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to you; (ii) the Underwriters have financial and other interests that differ from your interests and have not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to you on other matters); (iii) the only obligations the Underwriters have to you with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you have deemed appropriate.

[Signatures on next page]

**Section 15. No Pecuniary Liability**

No provision, covenant, representation, warranty or agreement contained in this Bond Purchase Agreement or any obligations herein imposed upon you or a breach thereof, shall constitute or give rise to a pecuniary liability or charge against your general credit or taxing powers.

\_\_\_\_\_,  
as Representative

By: \_\_\_\_\_

Accepted as of \_\_\_\_ \_\_.m. C.T. this \_\_\_\_ day of May, 2015:

CITY OF YUKON, OKLAHOMA

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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

SCHEDULE 1  
TO THE BOND PURCHASE AGREEMENT

DESCRIPTION OF THE REFUNDED BONDS

EXHIBIT A  
TO THE BOND PURCHASE AGREEMENT

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents to \_\_\_\_\_, as Representative of the Underwriters of the Bonds described below (the "Underwriters"), that he is the duly authorized officer designated below of the **CITY OF YUKON, OKLAHOMA** (the "Issuer") and is authorized to execute and deliver this certificate and further certifies to the Underwriters as follows:

(1) This certificate is delivered to enable the Underwriters to comply with Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") in connection with the offering and sale of the \$\_\_\_\_\_ \* City of Yukon, Oklahoma, General Obligation Refunding Bonds, Series 2015 (the "Bonds").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated the date hereof, setting forth information concerning the Bonds and the Issuer (the "Preliminary Official Statement").

(3) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, final within the meaning of the Rule and is accurate and complete in all material respects as of this date.

(5) If, at any time prior to the earlier of (i) receipt of notice from the Underwriters that final official statements (as defined in the Rule) with respect to the Bonds are no longer required to be delivered under the Rule or (ii) 90 days after the closing of the sale of the Bonds to the Underwriters, any event occurs as a result of which the information in the Official Statement as then amended or supplemented would no longer be true and correct or would no longer be the most recently available information, the Issuer shall promptly notify the Underwriters of such event and shall update such information so that it is the most recently available and provide such updated information to the Underwriters.

(6) The section of the Preliminary Official Statement entitled "CONTINUING DISCLOSURE AGREEMENT" describes the agreement the Issuer expects to make for the benefit of the Bondholders by which the Issuer will undertake to provide ongoing disclosure in accordance with Section (b)(5)(i) of the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of the \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF YUKON, OKLAHOMA

By \_\_\_\_\_  
Mayor

EXHIBIT B  
TO THE BOND PURCHASE AGREEMENT

\$ \_\_\_\_\_  
City of Yukon, Oklahoma  
General Obligation Refunding Bonds  
Series 2015

BOND PURCHASE PRICE

CITY OF YUKON, OKLAHOMA  
GENERAL OBLIGATION REFUNDING BONDS OF 2015

**SPECIAL ESCROW FUND AGREEMENT**

STATE OF OKLAHOMA    )  
  )SS  
COUNTY OF CANADIAN    )

THIS AGREEMENT dated as of the \_\_\_\_ day of June, 2015, and effective as of its delivery, made by and between the City of Yukon, Oklahoma (hereinafter referred to as the party of the first part or as the City), and BOKF, NA dba Bank of Oklahoma (hereinafter referred to as the “Bank”), party of the second part (together, the “Parties”).

WITNESSETH:

WHEREAS, the bonds of the City listed on Exhibit “A”, attached hereto and made a part hereof are presently legally issued and outstanding, consisting of the listed maturities of the City’s General Obligation Bonds, Series 2004 (hereinafter referred to as the “2004 Refunded Bonds”), the listed maturities of the City’s General Obligation Bonds, Series 2005 (hereinafter referred to as the “2005 Refunded Bonds”), and the listed maturities of the City’s General Obligation Bonds, Series 2006 (hereinafter referred to as the “2006 Refunded Bonds” and together with the 2004 Refunded Bonds and the 2005 Refunded Bonds, the “Refunded Bonds”); and

WHEREAS, the City is authorized by Title 62 Oklahoma Statutes 2011, Section 751 *et seq.* (hereinafter referred to as the “Act”) to sell its bonds for the purpose of refunding the Refunded Bonds and to place the proceeds from the sale of such refunding bonds, as a part of the Sinking Fund of the City, but in escrow with the Bank, to be held and applied to the payment of said Refunded Bonds; and

WHEREAS, the City by passage of a Resolution on May 19, 2015, (the “2015 Refunding Bond Resolution”), has duly authorized to be issued and sold the General Obligation Refunding Bonds of 2015 (the “Series 2015 Bonds”) in the aggregate principal amount of \$\_\_\_\_\_ for the purpose, among others, of providing funds for the refunding of the Refunded Bonds in the outstanding aggregate principal amount of \$6,885,000; and

WHEREAS, the remaining proceeds of the Series 2015 Bonds will be paid out by BOKF, NA dba Bank of Oklahoma, for payment of costs of issuance and related expenses, upon order of the City; and

WHEREAS, the cash deposit shall be payable at times as to insure the existence of monies sufficient to pay the principal amount of the Refunded Bonds on the selected redemption dates, and the accrued interest as the same shall come due in accordance with their terms, all as set forth in Exhibit “A”, attached hereto and made a part hereof; and

WHEREAS, the Bank is authorized to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and to secure the payment of the principal of and the interest on the Refunded Bonds as the same come due, whether upon maturity or redemption prior to maturity, as the case may be, the Parties hereby mutually undertake, promise and agree for themselves and their respective representatives and successors, as follows:

Section 1. (a) There is hereby irrevocably created by the City, with the Bank, but subject to the provisions of Section 19 hereof, a special trust fund designated "City of Yukon, Oklahoma General Obligation Refunding Bond Special Escrow Fund" (the "Special Escrow Fund") which is deemed to be a part of the Sinking Fund of said City. The Bank hereby accepts and acknowledges the receipt of cash in the amount of \$\_\_\_\_\_ to be held in cash to retire the 2004 Refunded Bonds and the 2005 Refunded Bonds on July \_\_\_\_, 2015, and the 2006 Refunded Bonds on March 1, 2016. In addition the Bank acknowledges receipt of \$\_\_\_\_\_ as its fee for the escrow.

(b) The parties hereto acknowledge that the cash on hand will be at all times sufficient to timely pay the interest on the Refunded Bonds as such interest comes due and to pay the principal of the Refunded Bonds redemption prior to maturity, all as reflected in Exhibit "A".

Section 2. The amount of \$\_\_\_\_\_ shall be transferred to your paying agent department in time, for redemption of the Refunded 2004 Bonds on July \_\_\_\_, 2015. The amount of \$\_\_\_\_\_ shall be transferred to your paying agent department in time, for redemption of the Refunded 2005 Bonds on July \_\_\_\_, 2015. The amount of \$\_\_\_\_\_ will be held until proceeds are transferred to your paying agent department for the 2006 Refunded Bonds as follows:

Interest - Interest coming due on each of said 2006 Refunded Bonds as it comes due on September 1, 2015.

Principal - The principal amounts of said Refunded Bonds on the first redemption date which is March 1, 2016, in accordance with Exhibit "A" hereto.

Section 3. The Bank shall irrevocably hold said monies at all times in the Special Escrow Fund, wholly segregated from other funds and securities on deposit with the Bank; shall never commingle said monies with other funds or securities of the Bank; and shall hold and dispose of the assets therein only as set forth herein. Nothing herein contained shall be construed as requiring the Bank to keep the identical monies, or any part thereof, in said Special Escrow Fund, if it is impractical, but monies of an equal amount, must always be maintained on deposit in the Special Escrow Fund by the Bank, as Escrow Agent; and a special account thereof evidencing such fact shall at all times be maintained on the books of the Bank. This agreement and the directions to pay and redeem the Bonds as set forth on Exhibit "A" are irrevocable.

Section 4. [Left Blank Intentionally]

Section 5. Monies in the Special Escrow Fund will be held uninvested and neither the City nor the Bank shall otherwise reinvest any other monies deposited in the Special Escrow Fund. The Bank shall maintain the Special Escrow Fund until the date upon which said Refunded Bonds are fully paid as to principal and interest whereupon the Bank shall remit to the City all monies, if any, then remaining in the Special Escrow Fund.

Section 6. The Bank shall continuously secure the monies in the Special Escrow Fund, if any, by a pledge of obligations of the United States of America, to the extent not covered by FDIC Insurance, in the par or face amount at least equal to the principal amount of said uninvested monies.

Section 7. [Left Blank Intentionally]

Section 8. [Left Blank Intentionally]

Section 9. The Special Escrow Fund shall be held in trust solely and irrevocably for the holders of the Refunded Bonds, and such holders shall have an express lien on all monies held in the Special Escrow Fund until disbursed and applied in accordance with the provisions of this Agreement.

The Bank shall be paid a fee for its services as Escrow Agent in the amount of \$500.00. In no event shall the Bank or any paying agent for the Refunded Bonds have any lien whatsoever upon any of the monies in the Special Escrow Fund for the payment of fees or expenses. The Bank will receive separately its paying agency fees with respect to the Refunded Bonds.

Section 10. Whenever under the terms of this Agreement the performance date of any provision hereof shall fall on a holiday of the Bank, the performance thereof on the next successive business day of the Bank shall be deemed to be in full compliance.

Section 11. Time shall be of the essence in the performance of obligations from time to time imposed upon the Bank by this Agreement.

Section 12. Within fifteen days after July 1, 2015, and quarterly thereafter until the Refunded Bonds are paid, the Bank shall forward to the City to the attention of the Finance Director, a statement in detail of the use of money in the Special Escrow Fund.

Section 13. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by first-class mail, postage prepaid addressed as follows:

City:

City of Yukon, Oklahoma  
c/o City Hall  
200 North Walker  
Yukon, Oklahoma 73102  
Attn: City Treasurer

Bank:

BOKF, NA dba Bank of Oklahoma  
Bank of Oklahoma Commerce Center  
9520 North May, 1<sup>st</sup> Floor  
Oklahoma City, Oklahoma 73120  
Attn: Corporate Trust Department

The United States Post Office first-class mail of the aforesaid shall be conclusive evidence of the date and fact of delivery.

Any party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days prior notice thereof.

Section 14. The Bank shall give Notice of Defeasance with respect to the 2006 Refunded Bonds in the form of Exhibit "C" hereto. In addition the Bank shall notify its paying agent department of the redemption of the 2006 Refunded Bonds at least 60 days prior to the March 1, 2016 redemption date and shall provide the appropriate notice to bondholders and shall redeem the 2006 Refunded Bonds listed on Exhibit "A" in accordance with the procedures and terms set out in the resolution or ordinance of the City authorizing the 2006 Refunded Bonds.

Section 15. This Agreement is made for the benefit of the City, the Bank and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such bondholders and the written consent of the Bank; provided, however, that the City and the Bank may, without the consent of, or notice to, such bondholders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such bondholders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement; and
- (b) to grant to or confer upon the Bank, for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, the Bank.

The Bank shall be entitled to rely exclusively upon the unqualified opinion of recognized bond counsel with respect to compliance with the terms of this Agreement, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of

the Refunded Bonds or that any instrument executed hereunder complied with the conditions and provisions of this Section.

Section 16. The Bank shall have no responsibility with respect to the validity or sufficiency of this Agreement. The liability of the Bank for the payment of the principal of, redemption price, if applicable, and interest on the Refunded Bonds shall be limited to the application of the monies available for such purpose in the Special Escrow Fund. The Bank shall not be liable or responsible by reason of the failure of the City to perform any act required of it by this Agreement or because of the loss of any monies arising through the insolvency or the act or default or omission of any depository, other than itself, in which such monies shall have been deposited.

Section 17. If any Outstanding Bond is not presented for payment on the due date or redemption date thereof or if any interest thereon is not paid to the person entitled thereto on the due date thereof and monies are held by the paying agent for such payment or redemption and such monies are not claimed within five (5) years (or any lesser applicable statutory period) after such due date, such monies shall be paid over to the City to be held in trust for such longer period as may be required by the laws of the State of Oklahoma. After the expiration of any such period the City may expend such monies for any lawful purpose.

When all of the Refunded Bonds and the interest applicable thereto have been paid to the person(s) entitled thereto, any remaining monies or securities in the Special Escrow Fund shall thereupon be transferred to the City to be held or expended free of trust.

This Agreement shall terminate when the Refunded Bonds and the interest applicable thereto has been paid to the person(s) thereto entitled or all funds held for payment thereof and the interest thereon, if any, has been transferred to the City pursuant to this Section, whichever is earlier.

Upon the receipt of any payment to the City pursuant to this Section, the City shall cause to be published at least twice at an interval of at least seven (7) days between publications in a newspaper of general circulation published in Canadian County, Oklahoma, a notice that such monies remain unclaimed and that if such monies are not claimed on or before a date designated in such notice, which date shall be after the date of the second publication thereof, such monies shall be and become the absolute property of the City.

Section 18. The agreement herein contained between the City and the Bank shall remain in full force and effect from and after date of execution until June 30, 2015. At the end of such fiscal year and at the end of each fiscal year thereafter until the Bonds are paid in full, this Agreement may be unilaterally extended by the City, at its option, for the next ensuing fiscal year on the same terms and conditions. In the discretion of the City as of the beginning of any fiscal year, the City may appoint any other qualified bank or trust company to serve as Bank hereunder. A qualified bank shall be a bank or trust company organized under the laws of the State of Oklahoma or a national banking association, doing business and having corporate office within the City of Oklahoma City, and having capital and surplus aggregating at least \$50,000,000, providing such bank, trust company or national banking association is willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Agreement.

Section 19. This Agreement constitutes the irrevocable instructions of the City to the Bank as escrow holder and as paying agent to perform the duties and responsibilities delineated herein.

Section 20. If any one or more of the covenants or agreements to be performed by the City or the Bank should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 21. This Agreement may be executed in several counterparts all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the City of Yukon, Oklahoma, has caused these presents to be executed by its Mayor, attested by its City Clerk and sealed with the seal of the City, and the Bank has signed its name and affixed its seal, all as of the date and year above written.

CITY OF YUKON, OKLAHOMA

(SEAL)  
ATTEST:

By: \_\_\_\_\_  
Mayor

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

BOKF, NA DBA BANK OF OKLAHOMA

\_\_\_\_\_  
Authorized Officer

EXHIBIT "A"

CITY OF YUKON GENERAL OBLIGATION BONDS, SERIES 2004

March 1, 2016	\$235,000	3.700%
March 1, 2017	235,000	3.800
March 1, 2018	235,000	3.900
March 1, 2019	235,000	4.000
March 1, 2020	235,000	4.125
March 1, 2021	235,000	4.125
March 1, 2022	235,000	4.250
March 1, 2023	235,000	4.250
March 1, 2024	270,000	4.250

CITY OF YUKON GENERAL OBLIGATION BONDS, SERIES 2005

March 1, 2016	\$205,000	3.850%
March 1, 2017	205,000	3.900
March 1, 2018	205,000	4.000
March 1, 2019	205,000	4.050
March 1, 2020	205,000	4.150
March 1, 2021	205,000	4.200
March 1, 2022	205,000	4.250
March 1, 2023	205,000	4.250
March 1, 2024	205,000	4.250
March 1, 2025	210,000	4.250

CITY OF YUKON GENERAL OBLIGATION BONDS, SERIES 2006

March 1, 2016	\$240,000	3.850%
March 1, 2017	240,000	4.000
March 1, 2018	240,000	4.000
March 1, 2019	240,000	4.000
March 1, 2020	240,000	4.000
March 1, 2021	240,000	4.000
March 1, 2022	240,000	4.000
March 1, 2023	240,000	4.000
March 1, 2024	240,000	4.000
March 1, 2025	240,000	4.000
March 1, 2026	280,000	4.000

EXHIBIT "B"

[LEFT BLANK INTENTIONALLY]

EXHIBIT "C"

NOTICE OF DEFEASANCE

TO THE HOLDERS OF  
CITY OF YUKON  
GENERAL OBLIGATION BONDS,  
SERIES 2006

<b>CUSIP</b>	<b>Stated Maturity</b>	<b>Interest Rate</b>	<b>Principal Amount</b>
988486CU8	03/01/2016	3.850%	\$240,000
988486CV6	03/01/2017	4.000%	\$240,000
988486CW4	03/01/2018	4.000%	\$240,000
988486CX2	03/01/2019	4.000%	\$240,000
988486CY0	03/01/2020	4.000%	\$240,000
988486CZ7	03/01/2021	4.000%	\$240,000
988486CA1	03/01/2022	4.000%	\$240,000
988486CB9	03/01/2023	4.000%	\$240,000
988486DC7	03/01/2024	4.000%	\$240,000
988486DD5	03/01/2025	4.000%	\$240,000
988486DE3	03/01/2026	4.000%	\$280,000

NOTICE IS HEREBY GIVEN by BOKF, NA dba Bank of Oklahoma, Oklahoma City, Oklahoma on behalf of the City of Yukon (the "Issuer") in relation to the captioned bond issue (the "Bonds"). The Issuer has deposited sufficient cash to pay the principal of and interest due and to become due on all of said Bonds through and including the redemption date of March 1, 2016, which is the irrevocably established redemption date of the Bonds. Under the provisions of the Resolution under which the Bonds were issued the Bonds have been defeased.

PLEASE DIRECT any questions regarding this notice to Carrie Kennedy at BOKF, NA dba Bank of Oklahoma, Oklahoma City, Oklahoma at 405-936-3902.

Dated: June \_\_\_\_, 2015.

## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement dated as of June \_\_, 2015 (this “Disclosure Agreement”), is executed and delivered by the City of Yukon (the “Issuer”) in connection with the issuance of its General Obligation Refunding Bonds, Series 2015 (the “Bonds”). The Bonds are being issued pursuant to an Ordinance dated as of May 19, 2015 (the “Bond Ordinance”). The Issuer hereby covenants and agrees as follows:

**Section 1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist each Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “Commission”). The Issuer represents that it will be the only “obligated person” (as defined in the Rule) with respect to the Bonds at the time the Bonds are delivered to each Participating Underwriter and that no other person presently is expected to become an obligated person with respect to the Bonds at any time after the issuance of the Bonds.

**Section 2. Definitions.** In addition to the definitions set forth in the Bond Ordinance, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“*Beneficial Owner*” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*Dissemination Agent*” shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access System. Reference is made to Commission Release No. 34-59062, December 8, 2008 (the “*Release*”) relating to the EMMA system for municipal securities disclosure effective on July 1, 2009.

“*Material Event*” shall mean any of the events listed in Exhibit B to this Disclosure Agreement.

“*Material Event Notice*” means notice of a Material Event in Prescribed Form.

“*MSRB*” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“*Official Statement*” means the “final official statement,” as defined in the paragraph (f)(3) of the Rule, relating to the Bonds.

“*Participating Underwriter*” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Paying Agent*” shall mean the registrar and paying agent for the Bonds, which initially is BOKF, NA dba Bank of Oklahoma.

“*Prescribed Form*” means, with regard to the filing of Annual Financial Information, Audited Financial Statements and notices of Material Events with the MSRB at [www.emma.msrb.org](http://www.emma.msrb.org) (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

“*Rule*” means Rule 15c2-12 promulgated by the Commission under the Securities Exchange Act of 1934 (17 CFR Part 240, §240.15c2-12), as in effect on the date of this Disclosure Agreement, including any official interpretations thereof.

“*State*” shall mean the State of Oklahoma.

### **Section 3. Provision of Annual Reports.**

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 10 business days after such information becomes available, and not later than 190 days after the end of the Issuer’s fiscal year (presently July 1 through June 30), commencing with the report for the 2015 Fiscal Year, provide to the MSRB in Prescribed Form (with a copy to the Paying Agent) the Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; *provided* that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date but within 10 business days after they become available. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Material Event under Section 5.

(b) If the Issuer fails to provide an Annual Report to the MSRB by the date required in subsection (a), the Issuer shall send a notice of such failure to the MSRB and to the Paying Agent by a date not in excess of 10 business days after the occurrence of such failure.

**Section 4. Content of Annual Reports.** The Issuer’s Annual Report shall contain or include by reference the following:

(a) Annual audited financial statements of the Issuer and an annual update of all material financial and operating data of the Issuer, to the same extent as provided in those portions identified in Exhibit A hereto of the Official Statement and as required by

applicable state law. The descriptions in the Official Statement of financial and operating data of the Issuer are of general categories of financial and operating data deemed to be material as of the date of the Official Statement. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in lieu of such information. Any annual financial and operating data containing modified financial information or operating data shall explain, in narrative form, the reasons for the modification and the impact of the modification on the type of financial information or operating data being provided.

(b) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles (“GAAP”) as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or State legal requirements, modify the basis upon which its financial statements are prepared. Notice of any such modification shall be provided to the MSRB and to the Paying Agent, and shall include a reference to the specific federal or State law or regulation describing such accounting basis. If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report within 10 business days of when they become available.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

**Section 5. Disclosure of Material Events.** The Issuer hereby covenants that it will disseminate in a timely manner, not in excess of 10 business days after the occurrence of the event, a Material Event Notice to the MSRB in Prescribed Form with a copy to the Paying Agent. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Disclosure Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Bonds pursuant to the Bond Ordinance. The Issuer is required to deliver such Material Event Notice in the same manner as provided by Section 3(a) of this Disclosure Agreement.

**Section 6. Duty To Update EMMA/MSRB.** The Issuer shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB’s e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB.

**Section 7. Termination of Reporting Obligation.** The Issuer’s obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the

Issuer shall give notice of such termination in the same manner as for a Material Event Notice under Section 5.

**Section 8. Dissemination Agent.** The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.

**Section 9. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Bond Ordinance for amendments to the Bond Ordinance with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Material Event Notice under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 10. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or Material Event Notice, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any

information in any Annual Report or Material Event Notice in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Material Event Notice.

**Section 11. Default.** In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Bond Ordinance, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action to compel performance.

**Section 12. Duties, Immunities and Liabilities of Dissemination Agent.** The Bond Ordinance is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Bond Ordinance. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent.

**Section 13. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, each Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 14. Recordkeeping.** The Issuer shall maintain records of all filings of Annual Reports and Material Event Notices, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

**Section 15. Compliance.** The caption "CONTINUING DISCLOSURE" in the Official Statement accurately and completely represents that the City has had bonds, notes or other obligations subject to the continuing disclosure obligations of the Rule that were outstanding at any time during the previous five calendar years and said caption contains a fair and accurate description of the procedures instituted by the City designed to assure compliance with the requirements of each continuing disclosure undertaking entered into by either of them, including this Disclosure Certificate, pursuant to the Rule. The City has made filings related to its continuing disclosure requirements with the MSRB through EMMA, but due to delays in receiving audited financial reports and annual financial information and operating data in a timely manner, such filings have been considered late from time-to-time during fiscal years ended June 30, 2009 through 2014. Administrative procedures were adopted on \_\_\_\_\_ to assure compliance with all continuing disclosure

obligations, including those related to the Bonds. The City shall enroll in EMMA's reminder system to ensure timely performance of its responsibilities and obligations. To ensure adequate resources to comply with the Rule, the City Manager or his designee shall develop a training process aimed at providing additional assistance in preparing required information. The training process will encompass a review of the EMMA submission process and an understanding of the time frame necessary for full compliance. The City Manager or his designee shall coordinate the preparation and submission of the required information with the City's Financial Advisor to ensure full compliance with the Rule.

**Section 16. Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the Issuer has executed this Agreement and has caused its seal to be hereunto affixed and attested by an authorized representative, all as of the date first above written.

CITY OF YUKON

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

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

[Signature Page to Continuing Disclosure Agreement]

## EXHIBIT A

### DESCRIPTION OF PORTIONS OF OFFICIAL STATEMENT REQUIRING ANNUAL UPDATE

- (a) Financial information of the types and in similar form as set forth in Table 4 through Table 15 under the captions “City Debt,” “Property Tax Levy and Collection Procedures” and “Financial Information” in the Issuer’s Official Statement dated May \_\_\_\_, 2015, relating to the Bonds including the following:

Table 4	General Long-Term Debt
Table 5	Outstanding General Obligation Debt
Table 6	General Obligation Bonds Annual Debt Service Requirements
Table 7	Computation of Direct and Overlapping Debt
Table 8	Ratio of General Bonded Debt to Assessed Value and Bonded Debt Per Capita
Table 9	Assessed and Estimated Market Value of Taxable Property
Table 10	Net Assessed Valuation Composition
Table 11	Property Tax Levies and Collections
Table 12	Principal Taxpayers of Yukon
Table 13	Trend of Property Tax Rates of Major Taxing Units
Table 14	Government Funds: Statement of Revenues, Expenditures and Changes in Fund Balances Data
Table 15	Governmental Funds: Five-Year Statement of Revenues, Expenditures and Changes in Fund Balances Data

- (b) Audited Financial Statements of the Issuer.
- (c) Investments of funds and accounts pertaining to the Bonds.

## **EXHIBIT B**

### **EVENTS WITH RESPECT TO THE BONDS FOR WHICH MATERIAL EVENT NOTICES ARE REQUIRED**

1. Principal and interest payment delinquencies.
2. Nonpayment-related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to rights of security holders, if material.
8. Bond calls, if material.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Tender offers.
13. Bankruptcy, insolvency, receivership or similar event of the Issuer<sup>†</sup>.
14. The consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
15. Appointment of a successor or additional paying agent or the change of name of the paying agent, if material.

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<sup>†</sup>This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.



SANITATION SERVICES

**DATE:** May 8, 2015  
**FROM:** Bill Stover / Sanitation Director  
**TO:** Grayson Bottom / City Manager  
**CC:** Doug Shivers / City Clerk  
**RE:** Agenda Item-Capital Expenditure-Rehabilitate Building

**MEMORANDUM**

I would like to request your permission to rehabilitate our 60'X100' Sanitation Shop Building's exterior at 501 Ash. Work to be completed by locally owned Prestige Construction & Consulting in an amount of \$49,380.00 paid from the Sanitation Capitol Improvement fund. This was the lowest of the three quotes I received. Further, upon your approval, I would like to request that this item be placed on the next available Council Agenda.

Scope of work to include the following items:

- Remove & replace 26ga roof and 3" insulation.
- Remove & replace 26ga walls and 3" insulation
- Remove & replace corner trim, gable trim, gutter, downspouts, overhead door trim and personal door trim.
- Remove & replace (3) 30" personal doors w/dead bolt & door closures.
- Remove & replace (3) 12' X 16' overhead doors w/insulated doors, door track, door springs & weather stripping.
- Remove & replace all base angle.

# PRESTIGE

## CONSTRUCTION & CONSULTING

1240 N. YUKON PARKWAY  
YUKON, OK 73099  
PHONE: (405)850-4468  
FAX: (405) 350-1537

DATE: MARCH 31 , 2015  
INVOICE:  
FOR : BILL STOVER

QUOTED To:  
CITY OF YUKON  
P.O. Box 850500  
YUKON , OKLA. 73085

DESCRIPTION	AMOUNT
REMOVE & REPLACE 26 GA. GALVALUME PBR-PANEL ROOF & 3" VRR INSULATION FOR 60'-0" X 100'-0" ROOF . ( 6,000 SQ. FT . ) .	
REMOVE & REPLACE 26 GA. DESERT BEIGE PBR-PANEL WALLS & 3" VRR INSULATION FOR 60'-0" X 100'-0" X 20'-0" X 1: 12 PITCH .	
REMOVE & REPLACE O/S CORNER TRIM , GABLE TRIM , GUTTER , DOWNSPOUTS , OVERHEAD DOOR TRIM & PERSONAL DOOR TRIM .	
REMOVE & REPLACE ( 3 ) 3070 STD. PERSONAL DOORS W/ DEAD BOLT & DOOR CLOUSURE .	
REMOVE & REPLACE ALL BASE ANGLE ( APPROX. 240' L. F. ) .	
ALL ELECTRICAL AND SECURITY CAMERAS REMOVED BY OTHERS .	
COST : EQUIPMENT , MATERIAL AND LABOR	\$ 42 , 780.00
ALT # 1 REMOVE & REPLACE ( 3 ) 12' X 16' OVERHEAD DOORS W/ INSULATED DOORS , DOOR TRACK , DOOR SPRINGS & WEATHER STRIPPING .	\$ 6 , 600.00

EXCLUSIONS : PERMITS , ELECTRICAL , PLUMBING AND HVAC .

ACCEPTED : THE ABOVE PRICES , SPECIFICATIONS , AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED . YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED . PAYMENT DUE IN FULL UPON SATISFACTORY COMPLETION OF ABOVE SPECIFIED WORK

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

MAKE ALL CHECKS PAYABLE TO PRESTIGE CONSTRUCTION & CONSULTING  
IF YOU HAVE ANY QUESTIONS CONCERNING THIS INVOICE CONTACT KEVIN SNIDER (405)850-4468  
THANK YOU FOR YOUR BUSINESS!

# TITAN BUILDING CO.

14125 KYSELA DR  
OKC,OK 73170

3/15/2015

## CITY OF YUKON

P.O. BOX 850500  
YUKON,OK 73085

60'X100'X20' DESERT BIEGE WALLS WITH LT.STONE TRIM

REMOVE AND REPLACE ALL WALLS PANELS AND INSULATION	21,840
REMOVE AND REPLACE ALL ROOF PANELS AND INSULATION	24,640
REPLACE 3-O.H. DOORS 16'X12' NON INSULATED	5,680
REPLACE 1-WALK DOOR	750
ADD BASE ANGLE WHERE NEEDED	200
REPLACE BOOTS AROUND PIPES	150
ADD 2- WALK DOORS	1,700
100' OF RIDGE CAP	748
EQUIPMENT	1,780
<b>TOTAL</b>	<b>57,488</b>
CUSTOMER TO TAKE CARE OF ELECTRICAL	
CUSTOMER TO TAKE CARE OF TRASH CONTAINERS ON SITE	
ADD GUTTER AND DOWNSPOUTS IF APPROVED	640
ADDITIONAL COST FOR INSULATED OVERHEAD DOORS	600
<b>TOTAL</b>	<b>58,728</b>

H & T Construction Inc.  
 202 HIGHWAY 92  
 AMBER, OK 73004

(405)222-4125  
 kelly.htconst@yahoo.com

# Estimate

Date	Estimate #
03/13/2015	1030
Exp. Date	

Address
City of Yukon Attn: B. Stover

Activity	Amount
• remove and replace 60x100x20 painted roof and walls, 3-3070 metal walk doors, new trim, new 3" roof and wall insulation, new base angle as needed	58,451.00
• alternate for gutter and downspouts ADD: \$10.00 per lineal foot of gutter	0.00
• alternate for galvalume roof in lieu of color roof DEDUCT \$ 1,200.00	0.00
<b>Total</b>	
	<b>\$58,451.00</b>

Accepted By \_\_\_\_\_

Accepted Date \_\_\_\_\_



May 8, 2015

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

Re: City of Yukon Year 13 C.D.B.G. Small Cities Set Aside  
Roadway, Sanitary Sewer and Waterline Replacement Project

Dear Mr. Bottom:

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, April 30, 2015 and all Bid Bonds and affidavits were found to be in order. All bids were tabulated correctly.

Therefore, we recommend the approval of the contract for the total base bid to Schwarz Paving Company, Inc. in the amount of \$260,694.00

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

Respectfully Submitted,

Robbie Williams, P.E.

RDW: jh/Attachment: Detailed Bid Form Summary

cc: File E109.13

CITY OF YUKON  
CDBG YEAR 13 - SMALL CITIES SET ASIDE  
ROADWAY, SANITARY SEWER AND WATERLINE REPLACEMENT PROJECT  
BID TABULATION: APRIL 30, 2015

SUMMARY OF PAY QUANTITIES					Engineer Estimate		Schwarz Paving Co., Inc.		Bishop Paving Co., Inc.	
Item Number	Lot Number	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>BASE BID PART A - ROADWAY</b>										
1	Base Bid	CONCRETE CURB AND GUTTER (1FT-8IN) (GIN BARRIER)	linear foot	88.00	\$16.00	\$1,408.00	\$30.00	\$2,640.00	\$25.00	\$2,200.00
2	Base Bid	PORTLAND CEMENT CONCRETE PAVEMENT (6 INCH)	square yard	1,000.00	\$55.00	\$55,000.00	\$45.00	\$45,000.00	\$41.00	\$41,000.00
3	Base Bid	ODOT TYPE A AGGREGATE BASE (6 INCH)	square yard	1,260.00	\$22.00	\$27,720.00	\$12.00	\$15,120.00	\$15.00	\$18,900.00
4	Base Bid	REMOVE ASPHALT PAVEMENT	square yard	900.00	\$5.00	\$4,500.00	\$8.00	\$7,200.00	\$8.50	\$7,650.00
5	Base Bid	REMOVE AND REPLACE DRIVEWAY (6 INCH CONCRETE)	square yard	150.00	\$10.00	\$1,500.00	\$85.00	\$12,750.00	\$68.00	\$10,200.00
6	Base Bid	REMOVE AND REPLACE ROADWAY (6 INCH CONCRETE)	square yard	110.00	\$10.00	\$1,100.00	\$55.00	\$6,050.00	\$68.00	\$7,480.00
7	Base Bid	MOBILIZATION	lump sum	1.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
8	Base Bid	ROADWAY EARTHWORK	lump sum	1.00	\$9,008.00	\$9,008.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
9	Base Bid	TRAFFIC CONTROL	lump sum	1.00	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
10	Base Bid	SOLID SLAB SOD	square yard	750.00	\$2.00	\$1,500.00	\$3.00	\$2,250.00	\$2.75	\$2,062.50
11	Base Bid	SAWCUT PAVEMENT	linear foot	180.00	\$4.00	\$720.00	\$6.00	\$1,080.00	\$3.00	\$540.00
12	Base Bid	FILTER FABRIC SILT FENCE	linear foot	1,000.00	\$3.00	\$3,000.00	\$2.50	\$2,500.00	\$2.50	\$2,500.00
13	Base Bid	TRAFFIC BOUND SURFACE COURSE (TBSC)	tons	300.00	\$35.00	\$10,500.00	\$37.00	\$11,100.00	\$12.00	\$3,600.00
14	Base Bid	REMOVE CONCRETE CURB AND GUTTER	linear foot	88.00	\$6.00	\$528.00	\$10.00	\$880.00	\$9.00	\$792.00
<b>BASE BID PART B - SANITARY SEWER</b>										
1	Base Bid	4" SEWER PIPE	linear foot	320.00	\$25.00	\$8,000.00	\$19.00	\$6,080.00	\$45.00	\$14,400.00
2	Base Bid	8" x 4" WYE	each	9.00	\$210.00	\$1,890.00	\$190.00	\$1,710.00	\$200.00	\$1,800.00
3	Base Bid	8" SANITARY SEWER PIPE	linear foot	390.00	\$52.00	\$20,280.00	\$47.00	\$18,330.00	\$50.00	\$19,500.00
4	Base Bid	SANITARY SEWER MANHOLE (4FT)	each	1.00	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00	\$1,730.00	\$1,730.00
5	Base Bid	TRENCH EXCAVATION AND BACKFILL AND BEDDING MATERIAL	linear foot	390.00	\$135.00	\$52,650.00	\$120.00	\$46,800.00	\$131.00	\$51,090.00
6	Base Bid	SANITARY SEWER LINE TESTING	linear foot	390.00	\$3.00	\$1,170.00	\$1.20	\$468.00	\$1.25	\$487.50
7	Base Bid	LOCATE EXISTING MANHOLE	lump sum	1.00	\$5,000.00	\$5,000.00	\$840.00	\$840.00	\$873.00	\$873.00
<b>ALTERNATE NO. 1 - WATER LINE</b>										
1	Alternate One	6" PVC C900 DR14 WATER LINE	linear foot	440.00	\$55.00	\$24,200.00	\$49.00	\$21,560.00	\$56.00	\$24,640.00
2	Alternate One	6" GATE VALVE AND BOX (MJ)	each	1.00	\$1,250.00	\$1,250.00	\$1,200.00	\$1,200.00	\$1,250.00	\$1,250.00
3	Alternate One	6" PLUG (MJ)	each	1.00	\$150.00	\$150.00	\$100.00	\$100.00	\$106.00	\$106.00
4	Alternate One	6" TAP (MJ)	each	2.00	\$500.00	\$1,000.00	\$540.00	\$1,080.00	\$561.00	\$1,122.00
5	Alternate One	6" TAPPING VALVE AND BOX	each	2.00	\$1,100.00	\$2,200.00	\$1,200.00	\$2,400.00	\$1,257.00	\$2,514.00
6	Alternate One	6" x 6" TAPPING SLEEVE	each	2.00	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00	\$1,160.00	\$2,320.00
7	Alternate One	6" x 6" TEE (MJ)	each	1.00	\$250.00	\$250.00	\$300.00	\$300.00	\$311.00	\$311.00
8	Alternate One	MEGALUG SERIES 2006PV	each	8.00	\$110.00	\$880.00	\$120.00	\$960.00	\$125.00	\$1,000.00
9	Alternate One	REMOVE AND REPLACE ROADWAY (6" CONCRETE)	square yard	15.00	\$90.00	\$1,350.00	\$105.00	\$1,575.00	\$68.00	\$1,020.00
10	Alternate One	REMOVE AND REPLACE DRIVEWAY (6" CONCRETE)	square yard	70.00	\$90.00	\$6,300.00	\$85.00	\$5,950.00	\$68.00	\$4,760.00
11	Alternate One	REMOVE AND REPLACE DRIVEWAY (6" ASPHALT)	square yard	75.00	\$70.00	\$5,250.00	\$85.00	\$6,375.00	\$68.00	\$5,100.00
12	Alternate One	SAWCUT PAVEMENT	linear foot	94.00	\$4.00	\$376.00	\$2.00	\$188.00	\$3.00	\$282.00
13	Alternate One	ODOT TYPE A AGGREGATE BASE (6 INCH)	square yard	160.00	\$15.00	\$2,400.00	\$13.00	\$2,080.00	\$15.00	\$2,400.00
14	Alternate One	REMOVE AND RESET METER	each	7.00	\$700.00	\$4,900.00	\$830.00	\$5,810.00	\$875.00	\$6,125.00
15	Alternate One	WATER SERVICE CONNECTION	each	2.00	\$1,200.00	\$2,400.00	\$1,300.00	\$2,600.00	\$1,435.00	\$2,870.00
16	Alternate One	WATERLINE DISINFECTION AND TESTING	lump sum	1.00	\$1,500.00	\$1,500.00	\$770.00	\$770.00	\$800.00	\$800.00
17	Alternate One	SOLID SLAB SOD	square yard	1,000.00	\$3.00	\$3,000.00	\$3.00	\$3,000.00	\$2.75	\$2,750.00
18	Alternate One	REMOVE AND REPLACE RCP (12")	linear foot	24.00	\$30.00	\$720.00	\$37.00	\$888.00	\$39.00	\$936.00
19	Alternate One	CONCRETE END SECTION (12")	each	2.00	\$500.00	\$1,000.00	\$640.00	\$1,280.00	\$661.00	\$1,322.00
20	Alternate One	REMOVE AND REPLACE CGMP (15")	linear foot	20.00	\$35.00	\$700.00	\$70.00	\$1,400.00	\$32.50	\$650.00
21	Alternate One	CGMP END SECTION (15")	each	2.00	\$300.00	\$600.00	\$250.00	\$500.00	\$275.00	\$550.00
22	Alternate One	REMOVE AND REPLACE CGMP (18")	linear foot	20.00	\$40.00	\$800.00	\$38.00	\$760.00	\$40.00	\$800.00
23	Alternate One	CGMP END SECTION (18")	each	2.00	\$400.00	\$800.00	\$310.00	\$620.00	\$325.00	\$650.00
Base Bid Total:						\$230,974.00		\$197,898.00		\$208,805.00
Alt No 1 Total:						\$64,026.00		\$62,796.00		\$64,278.00
Total Bid:						\$295,000.00		\$260,694.00		\$273,083.00



**CONTRACT**

THIS CONTRACT and AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF YUKON, party of the first part, hereinafter termed "City" and Schwarz Paving Company, Inc. party of the second part, hereinafter termed "Principal."

WITNESSETH:

WHEREAS, the CITY OF YUKON has caused to be prepared in accordance with law, certain plans, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for:

**YEAR 13 – SMALL CITIES SET ASIDE  
ROADWAY, SANITARY SEWER AND WATERLINE REPLACEMENT PROJECT  
CITY OF YUKON, OKLAHOMA**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of this contract; and

WHEREAS, Principal, in response to said Solicitation for Bids, published in the Journal Record and Yukon Review has submitted to the CITY OF YUKON in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract, and

WHEREAS, the CITY OF YUKON in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Principal to be the lowest and best responsible bidder on the above-described project, and has duly awarded this contract to said Principal for the sum named in the proposal, to wit:

Two hundred sixty thousand six hundred and ninety four dollars and zero cents  
(DOLLARS) (\$260,694.00)

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this contract have agreed and hereby agree as follows:

1. The Principal shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with the Principal's proposal and bid and with the plans, specifications, and other bidding documents adopted and approved by the City, all of which documents are on file in the office of the City Clerk of Yukon and are made a part of this contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state) NONE

2. The City shall make payments to the Principal in the following manner: On or about the first day of each month, the Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Principal shall furnish to the Engineer or other person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates. The Principal shall be paid according to the estimate less 5% retainage for the contract amount.

3. On completion of the work, but prior to the acceptance thereof by the CITY OF YUKON, it shall be the duty of the Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said official shall make his final certificate to the City. The Principal shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Principal; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Principal may have by reason of having entered into or arising out of this contract.

The sworn and notarized statement below must be signed and notarized before the contract will become effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) duplicate originals, the day and year first above written.



Schwarz Paving Company, Inc

ATTEST:

Secretary

Principal

ATTEST:

Secretary

CITY OF YUKON

Mayor

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Attorney

STATE OF

COUNTY OF

Oklahoma )  
Canadian )  
John Mayfield, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by Principal to submit the above contract to the CITY OF YUKON. Affiant further states that Principal has not paid, given, donated or agreed to pay, give, or donate to any officer or employee of the CITY OF YUKON any money or other thing of value, either directly or indirectly, in the procuring of this contract.

Subscribed and sworn to before me 12 day of May, 2015

June 16, 2018  
My Commission Expires

Jean Collins  
Notary Public



**CONSTRUCTION BOND**

Bond No. 9174618

KNOW ALL MEN BY THESE PRESENTS:

That we, Schwarz Paving Company, Inc., as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the CITY OF YUKON of the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum of Two hundred sixty thousand six hundred and ninety four dollars and zero cents DOLLARS (\$260,694.00) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following municipal work and improvement, viz:

**YEAR 13 – SMALL CITIES SET ASIDE  
ROADWAY, SANITARY SEWER AND WATERLINE REPLACEMENT PROJECT  
CITY OF YUKON, OKLAHOMA**

and has entered into a certain written contract with the CITY OF YUKON on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said Principal, Schwarz Paving Company, Inc. shall fully and faithfully execute the work and perform said contract according to its terms, conditions and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of THE CITY OF YUKON and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by sub-contract or otherwise; and shall protect and save harmless the said Government and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm or corporation by reason of negligence of the Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Principal, or his or its agents, servants, or employees; and shall protect and save the Government harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect.

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

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



Schwarz Paving Company, Inc.

ATTEST:

*[Handwritten signature]*

Secretary

By

*[Handwritten signature]*

Principal

Fidelity and Deposit Company of Maryland

~~ATTEST~~

WITNESS:

*[Handwritten signature]*

~~Secretary~~

By

*[Handwritten signature]*

Surety Renee A. Folkerts, Attorney-In-Fact

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

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

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Secretary

**MAINTENANCE BOND**

Bond No. 9174618

KNOW ALL MEN BY THESE PRESENTS:

That we, Schwarz Paving Company, Inc, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the CITY OF YUKON of the State of Oklahoma, in the full and just sum of Two hundred sixty thousand six hundred ninety four dollars and zero cents DOLLARS (\$260,694.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of Thirty nine thousand one hundred four dollars and ten cents DOLLARS (\$39,104.10), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Schwarz Paving Company, Inc and the CITY OF YUKON dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, agreed to construct in the City of Yukon:

**YEAR 13 – SMALL CITIES SET ASIDE  
ROADWAY, SANITARY SEWER AND WATERLINE REPLACEMENT PROJECT  
CITY OF YUKON, OKLAHOMA**

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

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

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

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

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

ATTEST:

*[Handwritten signature]*

Secretary



Schwarz Paving Company, Inc.

*[Handwritten signature]*

Principal

Fidelity and Deposit Company of Maryland

~~ATTEST:~~

WITNESS:

*[Handwritten signature]*

Secretary

*[Handwritten signature]*

By

Surety Renee A. Folkerts, Attorney-In-Fact

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

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

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Secretary

**STATUTORY BOND**

Bond No. 9174618

KNOW ALL MEN BY THESE PRESENTS:

That we, Schwarz Paving Company, Inc, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Two hundred sixty thousand six hundred ninety four and zero cents DOLLARS (\$260,694.00) for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

The conditions of this obligation are such, that whereas, the above Bonded Principal Schwarz Paving Company, Inc. is the lowest and best bidder for the making of the following municipal work and improvements:

**YEAR 13 – SMALL CITIES SET ASIDE  
ROADWAY, SANITARY SEWER AND WATERLINE REPLACEMENT PROJECT  
CITY OF YUKON, OKLAHOMA**

and has entered into a certain written contract with the CITY OF YUKON on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF YUKON.

NOW, THEREFORE, if the said Principal, shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a sub-contractor or to the person or persons contracting with this Authority within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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

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

ATTEST: [Signature]  
Secretary

 [Signature]  
Principal  
Schwarz Paving Company, Inc.

~~ATTEST~~  
WITNESS: [Signature]  
~~Secretary~~

[Signature]  
By [Signature]  
Surety Renee A. Folkerts, Attorney-In-Fact  
Fidelity and Deposit Company of Maryland

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

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

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

ATTEST: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secre

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **E. Gayle HARRIS, Henryetta RAHMAN, Dwayne Gray HOLDEN and Renee A. FOLKERTS, all of Oklahoma City, Oklahoma, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of July, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Eric D. Barnes*  
Assistant Secretary  
Eric D. Barnes

*Thomas O. McClellan*  
*Thomas O. McClellan*  
Vice President  
Thomas O. McClellan

State of Maryland  
City of Baltimore

On this 30th day of July, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.



*Gerald F. Haley*

Gerald F. Haley, Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/12/2015

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

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

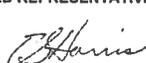
<b>PRODUCER</b> Willis of Oklahoma, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Fire Insurance Company of Hartford      NAIC # 20478 INSURER B: Great American Insurance Company      16691 INSURER C: Transportation Insurance Company      20494 INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** W911174      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			C 4034132473	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			C 4034132490	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			TUO 6-62-76-61-11	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 4 34132456	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Year 13 CDBG Small Cities Set Aside - Roadway, Sanitary Sewer and Waterline Replacement Project

<b>CERTIFICATE HOLDER</b>  City of Yukon 532 W Main Yukon, OK 73099	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**MEMORANDUM**

**DATE:** May 12, 2015  
**TO:** Yukon City Council  
Grayson Bottom, City Manager  
**FROM:** Tammy DeSpain, Assistant City Manager  
**RE:** New Welcome Sign

As part of the Main Street Revitalization Project, a new Welcome Sign is proposed near the east city limit boundary on Main Street / Route 66. Since this is being located on the side of a state highway, it must be approved by the Oklahoma Department of Transportation. Attached is a copy of the drawing, as well as the Oklahoma Department of Transportation Agreement with Municipality for Landscaping.

Thank you for your consideration.

## OKLAHOMA DEPARTMENT OF TRANSPORTATION AGREEMENT WITH MUNICIPALITY FOR LANDSCAPING

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Department of Transportation of the State of Oklahoma, hereinafter known as the DEPARTMENT, and the City of \_\_\_\_\_, Oklahoma, hereinafter known as the MUNICIPALITY:

**WITNESSETH:**

Whereas the MUNICIPALITY requests permission to construct landscaping on the highway right-of-way located at:

THE NORTH SIDE OF S.H. 66, 2038 FEET EAST OF  
NORTH YUKON PARKWAY (SEE ATTACHED MAP).

and the Department is willing to allow such landscaping. Now, therefore the parties do mutually agree as follows; to-wit:

The DEPARTMENT agrees to permit the MUNICIPALITY to construct said landscaping on the site located as described above, in accordance with the plans and specifications hereto attached and made a part hereof and as further provided herein.

**THE MUNICIPALITY HEREBY AGREES:**

1. That the terms and conditions of this agreement are binding upon its successors, grantees and tenants, and it will advise those parties of their obligations.
2. That all expenses associated with the construction and maintenance of the landscaping on the highway right-of-way shall be borne by the MUNICIPALITY.
3. That all construction will be in accordance with the plans hereby attached to the agreement.
4. That all maintenance (to include mowing, trimming, litter pick-up, and care and watering of all plant materials) will be in accordance with <sup>normal horticultural practices</sup> ~~the initial five-year plan~~ attached hereto and made a part hereof. After the initial five-year maintenance period, the MUNICIPALITY will retain an additional responsibility for perpetual vegetation management as follows: Vegetation maintenance including mowing and erosion control will be the responsibility of the MUNICIPALITY inside the designated planting areas. A minimum of four times per year the MUNICIPALITY will control erosion and undesirable vegetation around the base of the items in the designated planting area approved in this agreement. The MUNICIPALITY will also, a minimum of once per year, prune the approved vegetation in the designated planting area for esthetics and to allow MUNICIPALITY'S mowing equipment easy accessibility around the trees and shrubs approved by this agreement to prevent encroachment of such vegetation into the right-of-way outside of the designated planting areas. The MUNICIPALITY may perform such trimming more often at the MUNICIPALITY'S discretion. Vegetation maintenance and erosion control will be the responsibility of the DEPARTMENT outside the designated planting areas as required by applicable Transportation Commission Rules. If the MUNICIPALITY elects to remove the landscaping permitted by this agreement, the MUNICIPALITY will no longer be responsible for maintenance to the DEPARTMENT'S property once the Right-of-Way is restored to a condition acceptable to the DEPARTMENT. ~~The municipality shall have perpetual maintenance responsibilities for the landscaping,~~  
until such time that the landscaping is removed.
5. Whereas the MUNICIPALITY is a political subdivision of the State of Oklahoma, the DEPARTMENT recognizes that the MUNICIPALITY is vested with the experience and responsibility to serve and protect the best interests of its citizens as a whole such that there will be no requirement to obtain concurrence from any adjacent property owners.
6. The MUNICIPALITY'S workers and equipment may ingress and egress the site from a municipal street whether or not said street is a continuation of a State or Federal Highway. The MUNICIPALITY is responsible for setting up and maintaining traffic control and/or warning signage or devices in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD). Where Federal Interstate Highway right-of-way is involved, such ingress and egress should not be from the Interstate mainline or ramps.
7. <sup>N/A</sup> ~~That upon completion of the landscaping, any fences or physical barriers, including a maintenance gate, required to control access onto the highway right-of-way will be placed by the MUNICIPALITY in accordance with the approved plan. Security of the maintenance gate shall be the sole responsibility of the MUNICIPALITY.~~
8. That adequate vegetation will be provided to prevent erosion. In the event that seasonal limitations delay the planting of said vegetation, appropriate temporary erosion control will be provided.
9. To assume all liability for damage of any kind to any persons or property resulting from said landscaping and to defend, indemnify and save the DEPARTMENT harmless from any and all claims of any kind or nature for injury or damage resulting therefrom in accordance with the Governmental Tort Claims Act, Title 51 O.S. §151, et seq. In the event of damage to highway property or facilities resulting from the construction of said landscaping, the MUNICIPALITY agrees to repair such damage or reimburse the DEPARTMENT for such damage at the election of the DEPARTMENT.
10. That should it become necessary for the DEPARTMENT to make improvements to the roadway or the ditch to maintain proper drainage to the highway, the DEPARTMENT shall not be held responsible for any damage to the vegetation or other landscaping thereon and reserves the right to require the MUNICIPALITY to alter the design of the landscaping or remove it completely, if necessary.
11. That public utilities can occupy the highway right-of-way, and the DEPARTMENT shall not be held responsible for damage to the vegetation or other landscaping during the installation or maintenance of these utility facilities. It is the City's responsibility to verify the location of existing utilities and to obtain their consent for the proposed landscaping.

- 12. That no trees will be permitted within 30 feet (or a greater distance, if clear zone requires) of the edge of the roadway surface or upon inslopes, ditches or within the first 5 feet up the backslope, and all vegetation will be trimmed or removed, if necessary, to provide an adequate sight distance triangle at all intersections.
- 13. The MUNICIPALITY will provide an insurance policy providing coverage for liabilities set out in the Governmental Tort Claims Act, Title 51 O.S. §151, et seq., and the MUNICIPALITY shall have the DEPARTMENT endorsed as an additional named insured on the liability insurance policy to the extent of the State's liability under the provisions of the Governmental Tort Claims Act. The insurance policy will be maintained for as long as the landscape project exists. A certificate of insurance indicating such coverage will be sent to the DEPARTMENT by the MUNICIPALITY attached to this Agreement.  
**must be reviewed and approved by ODOT.**
- 14. "Sponsorship" signs within the landscaping ~~may not list the names of business, nor private non-public entities, clubs or other organizations.~~

*gmm*  
*10-9-09*

If the landscape project involves reconfiguration or replacement of a limited access fence, then the MUNICIPALITY hereby further agrees:

- 15. To install the fence, pursuant to the attached specifications and shop drawings that have been pre-approved by the DEPARTMENT, on private property near the Right-of-Way (R/W) line. After MUNICIPALITY's installation of the fence is inspected and approved by the DEPARTMENT, the MUNICIPALITY shall remove the DEPARTMENT'S existing "Limits of No Access" fence along the R/W line and dispose of all fencing materials in an appropriate manner.
- 16. The MUNICIPALITY will fill post holes and repair any damage caused by the fence replacement operation. The MUNICIPALITY will set corner/stretcher posts as needed to secure the adjacent fencing on either end of the project work area.
- 17. The MUNICIPALITY will ingress and egress the highway R/W during construction of the project only when necessary and only from the MUNICIPALITY'S property. Any gates required to access the project area will be secured during times when no work is being conducted on the project and will be permanently secured at the completion of the project. The MUNICIPALITY'S equipment shall not ingress and egress the project work area from the driving lanes of the highway, except in areas that physical barriers prohibit such ingress and egress from the adjoining property.
- 18. The MUNICIPALITY shall place appropriate "Road Work" warning signs on the highway when equipment or personnel are within (30) feet of the edge of the paved shoulder, including when entering and exiting the project site.
- 19. The MUNICIPALITY shall be solely responsible to maintain the new fence, in accordance with this agreement. Should the MUNICIPALITY refuse or neglect to make repairs to the fence in a timely manner, the DEPARTMENT reserves the right to place standard "Limits of No Access" fencing at locations of breeches in said fence to maintain the "Limits of No Access". Any material later removed and replaced at such locations by the MUNICIPALITY shall be returned to the DEPARTMENT.
- 20. The DEPARTMENT reserves the right to replace the "Limits of No Access" fence on the R/W line to insure that the original design and function of the fence is maintained if the MUNICIPALITY'S fence fails for any reason and is not repaired or replaced to the DEPARTMENT'S satisfaction. At such time the DEPARTMENT will void and discontinue this agreement.

**DEPARTMENT OF TRANSPORTATION**

	Date
_____	_____
Field Division Engineer	_____
_____	_____
Roadway Design Division Engineer	_____
_____	_____
State Maintenance Engineer	_____
_____	_____
Director of Operations	_____

**CITY OF** \_\_\_\_\_

\_\_\_\_\_

MAYOR

\_\_\_\_\_

Attested By: City Clerk

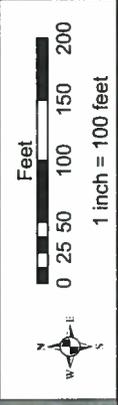
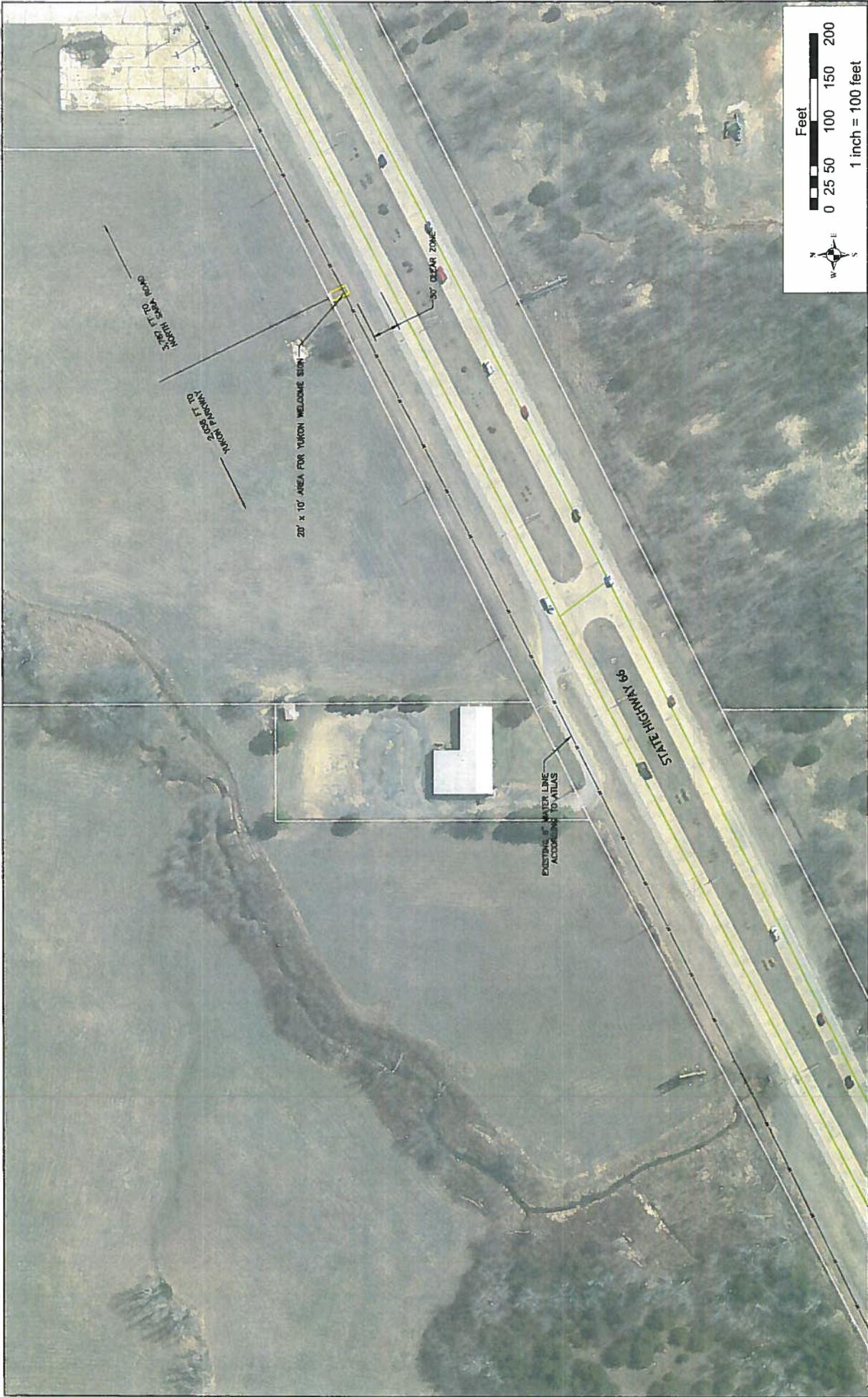
Approved as to Form and Legality:

\_\_\_\_\_

Municipal Attorney

\_\_\_\_\_

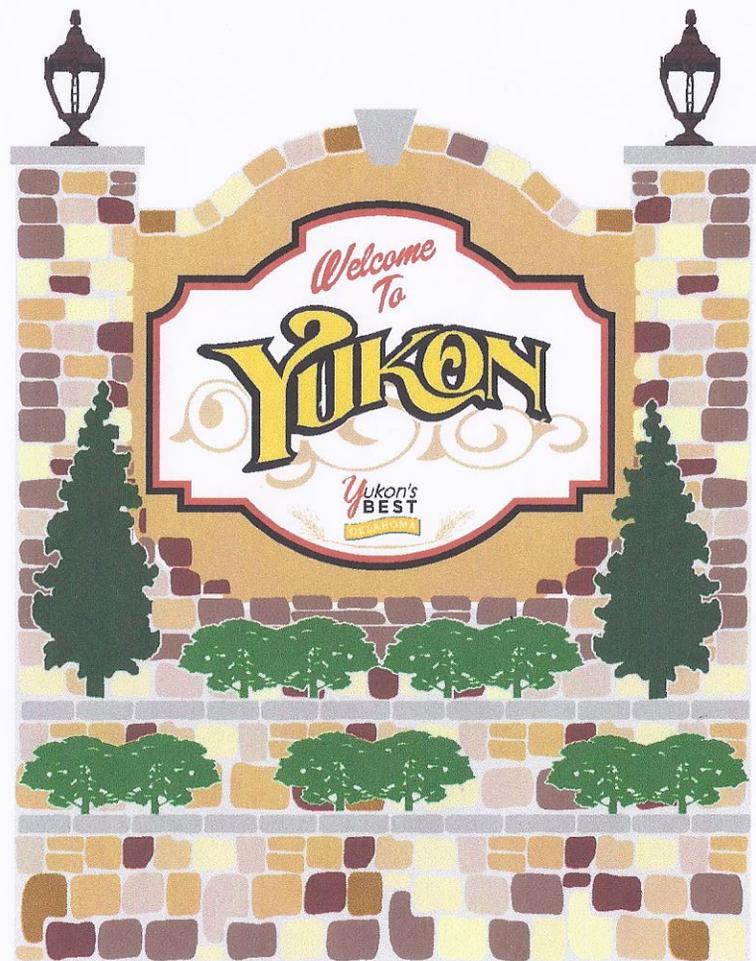
Date



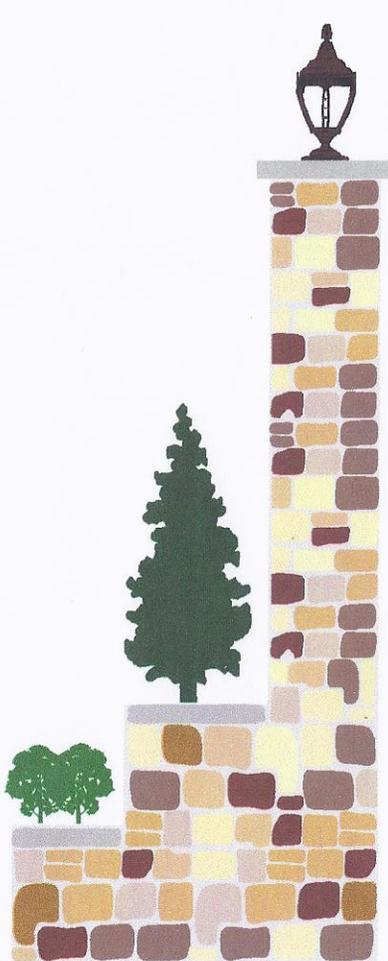
FRONT

SIDE

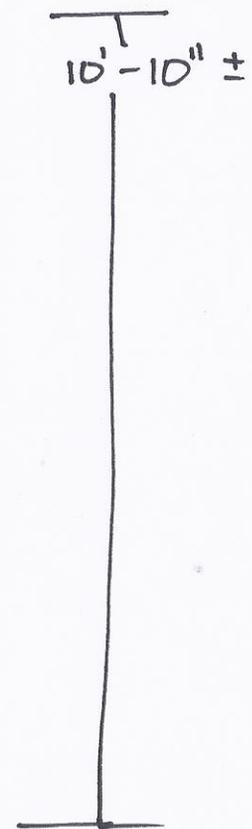
EAST Hwy 66



10'



5'



THIS DESIGN IS THE PROPERTY OF CUTTING EDGE SIGNS AND MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT WRITTEN PERMISSION. © Copyright 2015 Cutting Edge Signs



HAND CRAFTED SIGNS

405 262-4300  
Sales@CuttingEdgeSignStudio.com

1302 S. Choctaw  
El Reno, Ok 73036

Designed Exclusively For: TAMMY | CITY OF YUKON | Date: 4/16/15

Address:

Phone:

Fax:

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

50% DEPOSIT REQUIRED ON ALL WORK. BALANCE DUE UPON COMPLETION. NO EXCEPTIONS.

Customer Signature

Date



**DATE:** May 12, 2015

**FROM:** Mitchell Hort, Director

**TO:** City Manager, City Council & City Clerk

**RE:** Permanent Easement of Red Rock Commercial Center

#### **MEMORANDUM**

Recommend of acceptance of the permanent easement from SFP Pool Five Shopping Centers LLC, a Delaware limited liability company that serves the existing water main and fire hydrant in the Red Rock Commercial Center.

**PERMANENT EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS THAT SFP Pool Five Shopping Centers LLC, a Delaware limited liability company** its successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY OF YUKON**, a municipal corporation, and its public trusts (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in Canadian County, Oklahoma, shown on **Attachment "A" ("Subject Property") and "B" ("Legal" )** for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing public facilities including Yukon City water and wastewater systems and associated facilities, connections, utilities, and appurtenances thereto (collectively "Utility Systems") and including the right of ingress and egress through Grantor's property to and from the Subject Property and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
2. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Utility Systems.
3. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair these Utility Systems or provide services or functions.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, their successors and assigns.

**SFP Pool Five Shopping Centers LLC,  
a Delaware limited liability company**

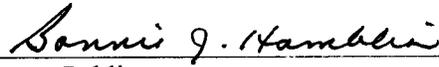
Dated this 11<sup>th</sup> day of MAY, 20 15.

By:   
David W. Schostak, President

STATE OF ~~OKLAHOMA~~ <sup>MICHIGAN</sup>, COUNTY OF WAYNE, SS.

This instrument was acknowledged before me on this 11<sup>th</sup> day of MAY, 20 15 by David W. Schostak, as President of SFP Pool Five Shopping Centers LLC, a Delaware limited liability company.

My Commission Expires: \_\_\_\_\_  
My Commission No. \_\_\_\_\_  
BONNIE J HAMBLIN  
NOTARY PUBLIC, Wayne County, MI  
My Commission Expires July 16, 2018  
Acting in Wayne County

  
Notary Public

**ACCEPTED** by The City of Yukon City

REVIEWED for form

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

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

**EXHIBIT "A"**  
**15 UTILITY EASEMENT**

A strip of land lying in Lot One (1), of Block One (1), in RED ROCK COMMERCIAL CENTER, an Addition to the City of Yukon, Canadian County, Oklahoma, according to the plat recorded in Book 9 of Plats, Page 71 being 15 feet wide and more particularly described as follows:

**BEGINNING** at the northeast corner of Lot Two (2), in Block One (1) of said RED ROCK COMMERCIAL CENTER;

**THENCE** North 89°56'34" West, along the north line of said Lot Two (2), a distance of 15.84 feet;

**THENCE** North 18°48'18" East a distance of 41.02 feet;

**THENCE** North 00°03'26" East a distance of 83.16 feet;

**THENCE** North 89°56'34" West a distance of 197.34 feet to a point on the east line of that platted 15 foot utility easement lying in said Lot One (1) and as shown on the plat of said RED ROCK COMMERCIAL CENTER;

**THENCE** North 00°03'26" East, along the east line of said 15 foot utility easement, a distance of 15.00 feet to the northeast corner of said 15 foot utility easement;

**THENCE** South 89°56'34" East a distance of 212.34 feet;

**THENCE** South 00°03'26" West a distance of 100.64 feet;

**THENCE** South 18°48'18" West a distance of 38.40 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 5,047 square feet or 0.1159 acres, more or less.

The Oklahoma State Plane Coordinate System (NAD83 North Zone) using North 89°56'34" West, along the north line of Lot 2, in Block 1 of RED ROCK COMMERCIAL CENTER recorded in Book 9 of Plats, Page 71 was used as the basis of bearing for this survey.

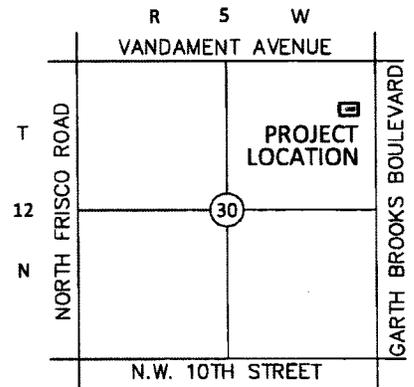
Prepared by:  
Christopher L. Tripp, Professional Land Surveyor No. 1685  
Dodson Thompson Mansfield, PLLC  
20 NE 38<sup>th</sup> Street - Oklahoma City, OK 73105  
(405) 601-7402  
January 7, 2014



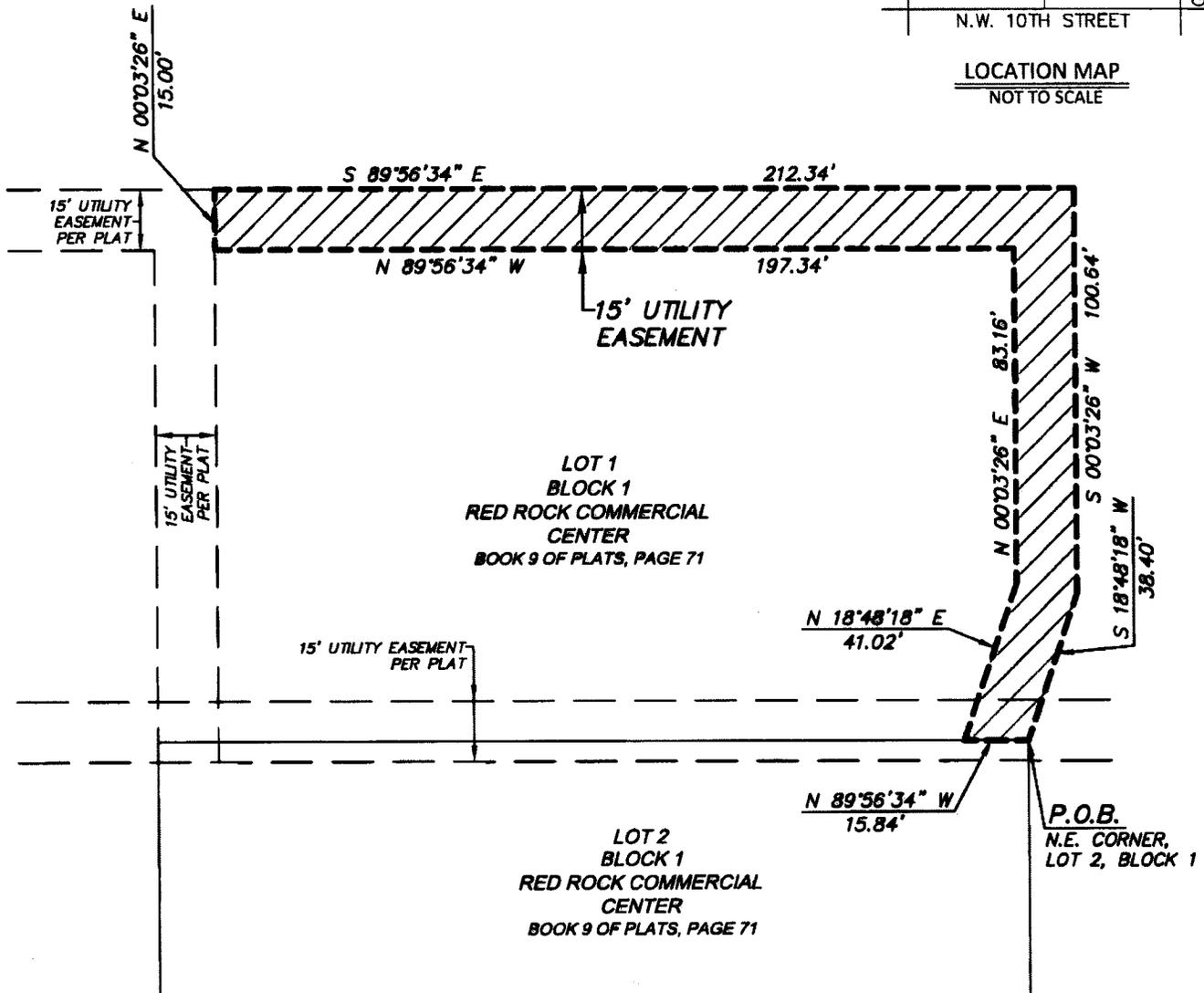
# EXHIBIT "B"



SCALE  
1"=40'



LOCATION MAP  
NOT TO SCALE



**DODSON - THOMPSON - MANSFIELD, PLLC**

20 NE 38th Street Phone: 405-601-7402 email: randym@dtm-ok.com  
Oklahoma City, OK 73105 Fax: 405-601-7421

Surveying - Engineering - Planning

CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2016



PARK ADMINISTRATION

DATE: May 13, 2015
FROM: Jan Scott
TO: Grayson Bottom
RE: Dale Robertson Center Flooring

Grayson,

I have gathered 3 estimates for new flooring at the Dale Robertson Center. After careful review of the different products and colors, we decided to go with a porcelain tile in a heritage oak color. The durability, functionality and aesthetics were all considered. The 3 estimates we received were as follows:

- Brewer Carpet One - \$96,381.23
Floor Gallery - \$77,697.80
Bentley Flooring - \$73,600.00

Please accept my recommendation to have Bentley Flooring complete this project. They have completed many commercial projects including the Devon Boathouse, Integris Edmond Hospital, Children's Hospital, Norman and Mustang High schools, and more.

Chosen Company

- Bentley Flooring - \$73,600.00

Please consider this for the May 19th, 2015 Yukon City Council Agenda.

## Quincy Rinkle

---

**From:** Alan Schiete <aschiete@bentleyflooring.com>  
**Sent:** Wednesday, May 06, 2015 7:53 AM  
**To:** Quincy Rinkle  
**Subject:** Fwd: Robertson Activity Center - Flooring  
**Attachments:** Robertson Activity Center plan.pdf; Emser Grove Tile Brochure.pdf

Quincy,

Scope of work per attached plan

Remove existing VCT and Rubber Base

Prepare floors for new flooring

Furnish & install new Emser Grove Ceramic Plank (attached brochure)

Furnish & install new Rubber Base

Excludes Taxes

Furniture moving by others

Moisture in excess of allowable to be remediated at an additional charge

**\$61,400**

Add **\$12,200** for Metro Surfaces Heritage Oak Cherry

**\$ 73,600.<sup>00</sup>**

--  
**Alan Schiete | Sales / PM | Bentley Flooring**

Tel: 405-235-6471x14 | Cell: 405-226-6463 | Fax: 405-235-1855 | [aschiete@bentleyflooring.com](mailto:aschiete@bentleyflooring.com) | [www.bentleyflooring.com](http://www.bentleyflooring.com)  
3844 N.W. 8th Street, Oklahoma City, OK 73107





ESTIMATE  
DALE ROBINSON  
CENTER

1 of 1  
Tuesday, May 12, 2015

20 N. MACARTHUR  
OKC, OK 73127

MATERIALS	QTY	PRICE EA	EXT PRICE
HERITAGE OAK	12,714	\$2.25	\$28606.50
GLUE & GROUT	11,443	\$0.50	\$5721.50
COVEBASE & GLUE	1,450	\$1.00	\$1450.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>LABOR</b>			\$0.00
TAKE UP/ FLOOR PREP	11,443	\$0.85	\$9726.55
INSTALL TILE	11,443	\$2.75	\$31468.25
COVEBASE INSTALL	1,450	\$0.50	\$725.00
			\$0.00
		MATERIAL COST	\$35778.00
TAX		0.08375	<del>\$2996.41</del>
		LABOR COST	\$41919.80
		TOTAL	<del>\$80694.21</del>

77,697.<sup>80</sup>

**BREWER CARPET ONE**

126A WEST MAIN  
YUKON, OK 73099

Telephone: 405 354-8762 Fax: 405 354-4917

ES504078

**QUOTE**

Sold To	Ship To
DALE ROBERTSON CENTER 1200 LAKESHORE DRIVE YUKON, OK 73099	DALE ROBERTSON CENTER 1200 LAKESHORE DRIVE YUKON, OK 73099

Quote Date	Home	PO Number	Quote Number
03/19/15		CERAMIC	ES504078

Inventory	Style/Item	Color/Description	Quantity	Units	Price	Extension
ARM118B12	IMPERIAL TEXTURE 018 BIG 12	COTTAGE TAN	675.00	SF	0.87	587.25
ARM50F	S750 - 4 GAL	PREMIUM TILE ADHESIV	1.00	PL	98.69	98.69
VINYL BASE - .080"	COVE BASE 4" JOHNSONITE GRP 2 (CARTON)	BROWN	15.00	CT	87.84	1,317.60
HENRY 440GAL CTA-XX-C	COVE BASE ADHESIVE 1 GAL		6.00	EA	18.00	108.00
	CARPET TO VCT ADAPTOR	BROWN	1.00	EA	10.92	10.92
	VCT COMMERCIAL INSTALL		675.00	SF	0.38	256.50
	VCT REMOVAL		12,305.63	SF	0.35	4,306.97
	COVE BASE INSTALL		1,400.00	LF	0.45	630.00
	CARPET TU/GLUE DN		204.00	SF	0.13	26.52
FMPP	MAPEI PLANIPATCH - 25# BAG	MAPEI PLANI PATCH	40.00	EA	15.38	615.20
	FLOOR STONE / PREP		1.00	SF	1,350.00	1,350.00
AMERICAN NATURALS 8X48	AMERICAN NATURALS 8X48	RAW HIDE	11,910.86	SF	4.10	48,834.53
253R - GREY	LATICRETE GOLD RAPID SET THINSET	GOLD RAPID SET - GRAY - 25 LB	238.00	EA	17.35	4,129.30
	253R GREY - 25 LB					
1/2GALLON UN	C-CURE EPOXY GROUT	TUMBLEWEED	60.00	EA	50.25	3,015.00
C-CURE GROUT - GRP 1	C-CURE GROUT - SANDED 25# / GRP 1	TUMBLEWEED	80.00	EA	16.47	1,317.60
	INTERCERAMIC BASIC INSTALL NC		11,910.86	SF	2.50	29,777.15

The Floor prep estimate is an estimate only. We do not know what we are getting into until we pull up the existing VCT. Estimate could go up or it could go down.

03/20/15

10:39AM

Sales Representative(s):  
MELISSA HENRIES  
TODD CRAWFORD



**QUOTE TOTAL: \$96,381.23**



SANITATION SERVICES

**DATE:** May 14, 2015  
**FROM:** Bill Stover / Sanitation Director  
**TO:** Grayson Bottom / City Manager  
**CC:** Doug Shivers / City Clerk  
**RE:** Agenda Item-Capital Expenditure-Roll-offs & FEL Dumpsters

**MEMORANDUM**

I would like to request your permission to purchase roll-off containers and front-loading dumpsters to expand our operations. I would recommend we go with the lowest quote from Wastequip in the amount of \$74,280.00 to be paid from the Sanitation Capitol Improvement fund. Further, upon your approval, I would like to request that this item be placed on the next available Council Agenda.



101 Waldron Drive, Durant, OK, 74701  
 PHONE: 800-242-0122 FAX: 580-920-0566  
 Quote Number: WQ-0048705

**QUOTATION**

<b>Sell To:</b>		<b>Ship To:</b>	
Customer Contact	Bill Stover	Ship To Name	
Customer Name	City Of Yukon	Shipping Address	532 W Main St Yukon, OK 73099-1220
Billing Address	532 W Main St Yukon, OK 73099-1220	Customer Job Reference	
Email	bstover@cityofyukonok.gov		
Phone	(405) 354-4317		

Salesperson	Steve Hurtt	Created Date	04/30/2015
Email	shurtt@wastequip.com	Expiration Date	05/15/2015
Phone	(469) 853-7729	Quote Number	WQ-0048705

Customer Service Contact	Steve Hurtt
Email	shurtt@wastequip.com
Phone	(469) 853-7729

Product	Product Description	Options	QTY	Unit Price	Extended Price
125535	8 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color		3	\$780.00	\$2,340.00
125534	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color		1	\$728.00	\$728.00
134029	30 Cubic Yard Standard Duty Rectangular Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 36" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color		7	\$3,788.00	\$26,516.00
160985	40 Cubic Yard Standard Duty Octagon Receiver Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 7 gauge lower and 10 gauge upper, Wheels: (2), Primed and Painted any Standard Color		3	\$5,816.00	\$17,448.00
125537	8 Cubic Yard Standard Duty Flat Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color		12	\$784.00	\$9,408.00
125544	4 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color		1	\$533.00	\$533.00
FEL001	Slot - 6" High x 60" Wide Framed, Installed		5	\$51.00	\$255.00



101 Waldron Drive, Durant, OK, 74701  
PHONE: 800-242-0122 FAX: 580-920-0566  
Quote Number: WQ-0048705

155254	40 Cubic Yard Standard Duty Rectangular Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 36" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	3	\$4,398.00	\$13,194.00
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Subtotal	\$70,422.00
Freight (F.O.B)	\$3,858.00
Tax	\$0.00
Total	\$74,280.00

**Special Instructions and Information**

Additional Information

Special Instructions

Quote

ROLL-OFFS USA  
 P.O. BOX 727  
 DURANT, OKLAHOMA 74702-0727  
 (580) 924-6355

Order Number: 0026165  
 Order Date: 5/8/2015

Salesperson: HOUS  
 Customer Number: YUKON

Sold To:  
 CITY OF YUKON  
 SANITATION SERVICES  
 PO BOX 850500  
 Yukon, OK 73085

Ship To:  
 CITY OF YUKON OK  
 111 ASH  
 Yukon, OK 73085

Customer P.O.	Ship VIA	F.O.B.	Terms				
			NET 30				
Confirm To:	Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
	RR42	EACH	3.000	0.000	0.000	7,308.000	21,924.00
	42YD RECTANGULAR RECIEVER HD			Whse: 000			
	RR40S	ONE	3.000	0.000	0.000	4,414.000	13,242.00
	40YD ROLL-OFF: STANDARD-RECT			Whse: 000			
	RR30S	ONE	7.000	0.000	0.000	3,644.000	25,508.00
	30 YD STD RECT.			Whse: 000			
	F8HPP	EACH	7.000	0.000	0.000	819.000	5,733.00
	8YD HIGH COMP PL & MD			Whse: 000			
	F8P	EACH	3.000	0.000	0.000	744.000	2,232.00
	8YD COMP SERIES SLANT			Whse: 000			
	F8SPP	EACH	5.000	0.000	0.000	796.000	3,980.00
	8YD CS 2DOOR HATCH BACK-PL & WITH RECYCLE SLOTS			Whse: 000			
	Bill Option 3 Option 01 6 x 60 SLOT						
	F6P	EACH	1.000	0.000	0.000	627.000	627.00
	6 YD SLANT COMP			Whse: 000			
	F4P	EACH	1.000	0.000	0.000	511.000	511.00
	4YD COMPETITION SERIES FL			Whse: 000			

6 LOADS OF FREIGHT @ \$450.00/LOAD

Net Order: 73,757.00  
 Less Discount: 0.00  
 Freight: 2,700.00  
 Sales Tax: 0.00  
 Order Total: 76,457.00



Date	Estimate #
5/13/2015	4125

Name / Address
City of Yukon Mr. Bill Stover P.O. Box 850500 Yukon, OK 73085

Ship To
City of Yukon 111 Ash Avenue Yukon, OK 73085 Ph #405-350-8940 Bill Stover #405-409-8408

Terms	FOB	Other
1/2% 10 Net 30	OKC, OK	

Item	Description	Qty	Cost	Total
	Pricing Per Request Dated 5/11/15			
OC4022	40-Yd Octagonal Receiver Container - Standard Duty. Specs: 10 Ga., Walls, BH & Roof; 3/16" Floor; 6 x 2 x 3/16 Main Rails; Cross-members on 18" Centers .. 60,000# Force Rating	3	5,700.00	17,100.00
RO2240	40-Yd Open Top Rectangular Style Roll-Off Container. Approx Inside Dimensions: 84" T x 84" W x 264" L Specs: 12 Ga., Walls, BH & Door; Flat Bulkhead; 4x4x11 Ga., Top Rail; Wall Columns On 33" Centers; 3/16" Floor; 6x2x3/16 Main Rails; Crossmembers On 18" Centers; (3) Hinges Per Box.	3	4,700.00	14,100.00
RO2230	30-Yd Open Top Rectangular Style Roll-Off Container. Approx Inside Dimensions: 64" T x 84" W x 264" L Specs: 12 Ga., Walls, BH & Door; Flat Bulkhead; 4x4x11 Ga., Top Rail; Wall Columns On 33" Centers; 3/16" Floor; 6x2x3/16 Main Rails; Crossmembers On 18" Centers; (2) Hinges Per Box.	7	3,975.00	27,825.00
FL-8D	8-Yard Front Load Container, Dock Can With Plastic Lids & (2) Sliding Doors	7	1,135.00	7,945.00
FL-8	8-Yard Slant Front Load Container With Plastic Lids	3	1,035.00	3,105.00

**Thank You For The Opportunity To Quote On Your Container Needs. We Look Forward To Working With You!**

**Subtotal**

Phone #	Fax #	E-Mail:	<b>Sales Tax (8.375%)</b>
405-692-6311	405-691-8190	jamie@custommanufacturing.us	
<i>Certified Women Owned Small Business</i>		Web Site:	<b>Total</b>
		www.custommanufacturing.us	



Date	Estimate #
5/13/2015	4125

Name / Address
City of Yukon Mr. Bill Stover P.O. Box 850500 Yukon, OK 73085

Ship To
City of Yukon 111 Ash Avenue Yukon, OK 73085 Ph #405-350-8940 Bill Stover #405-409-8408

Terms	FOB	Other
1/2% 10 Net 30	OKC, OK	

Item	Description	Qty	Cost	Total
FL-8D	8-Yard Front Load Container, Dock Can, With Cardboard Slot With Plastic Lids & (2) Sliding Doors	5	1,235.00	6,175.00
FL-6	6-Yard Slant Front Load Container With Plastic Lids	1	840.00	840.00
FL-4	4-Yard Front Load Container With Plastic Lids	1	675.00	675.00
Paint-Brown	Control Brown Part #CM-BR-1280 *Interior / Exterior Primed Prior To Painting	30	0.005	0.15
ANSI	**ANSI Safety Decals Included On All Equipment.	30	0.005	0.15
FREIGHT OUT	FOB Oklahoma City, OK. Based On The Current Diesel Rates, Freight To Be Determined @ Time Of Shipment.	7	150.00	1,050.00

<b>Thank You For The Opportunity To Quote On Your Container Needs. We Look Forward To Working With You!</b>			<b>Subtotal</b>	\$78,815.30
Phone #	Fax #	E-Mail:	<b>Sales Tax (8.375%)</b>	\$0.00
405-692-6311	405-691-8190	jamie@custommanufacturing.us		
<i>Certified Women Owned Small Business</i>		Web Site:	<b>Total</b>	<b>\$78,815.30</b>
		www.custommanufacturing.us		