



CITY COUNCIL AGENDA
April 19, 2016

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
Jim Crosby, City Manager

Yukon City Council / Yukon Municipal Authority Work Session
Centennial Building - 12 South 5th Street
April 19, 2016 – 6:00 p.m.

1. Discussion of the current budget FY 2015-16

City Council - Municipal Authority Agendas

April 19, 2016 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, April 18, 2016.

Invocation: Pastor Ron Rasmussen, Christ's Church of Yukon

Flag Salute:

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

Presentations and Proclamations

“National Telecommunicator Week”

Visitors

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

1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

A) The minutes of the regular meeting of April 5, 2016

ACTION_____

2A. Consider entering into a Listing Agreement with Robin O’Grady, broker for Caliber Property Group, to exclusively list for sale a tract of land being a part of the southeast quarter of Section 16, Township 12 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma (E. Main St. and Yukon Parkway)

ACTION_____

- 3A. Consider accepting a donation of three tracts of land from ODB Investors, LLC, located in Government Lots 1, 2, and 3, Section Nineteen (19), Township 12 North (T12N), Range Five West (R5W) (near Frisco Rd. and Hwy 66), to be used for the re-alignment of Vandament Avenue and the construction of a new water tower and 12-inch water line, as recommended by the City Engineer**

ACTION _____

- 4A. Consider accepting a donation of three tracts of land from Opitz, Inc, located in Government Lots 3 and 4 and the East Half of the Southeast Quarter (E1/2SW1/4) of Section Nineteen (19), Township 12 North (T12N), Range Five West (R5W) (near Frisco Rd. and Hwy 66), to be used for the re-alignment of Vandament Avenue and the construction of a 12-inch water line, as recommended by the City Engineer**

ACTION _____

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of April 5, 2016**
- B) Payment of material claims in the amount of \$340,531.85**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) Denial of Claim No. 201586-KW from Albert Manning, for vehicle damage, as recommended by the Oklahoma Municipal Assurance Group**
- E) Setting the date for the next regular Council meeting for May 3, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

ACTION _____

2. Reports of Boards, Commissions and City Officials

3. Consider a motion to recess as Yukon City Council and convene into Executive Session to discuss a pending investigation, claim, or action with the City Attorney, as provided for in 25 OS 2003, Section 307 (B)(4)

ACTION _____

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

ACTION _____

5. Consider approving a Settlement Agreement and Release between the City of Yukon and Fraternal Order of Police Lodge 173 and Andrew Johnson

ACTION _____

6. Consider accepting a donation of three tracts of land from ODB Investors, LLC, located in Government Lots 1, 2, and 3, Section Nineteen (19), Township 12 North (T12N), Range Five West (R5W) (near Frisco Rd. and Hwy 66), to be used for the re-alignment of Vandament Avenue and the construction of a new water tower and 12-inch water line, as recommended by the City Engineer

ACTION _____

7. Consider accepting a donation of three tracts of land from Opitz, Inc, located in Government Lots 3 and 4 and the East Half of the Southwest Quarter (E1/2SW1/4) of Section Nineteen (19), Township 12 North (T12N), Range Five West (R5W) (near Frisco Rd. and Hwy 66), to be used for the re-alignment of Vandament Avenue and the construction of a 12-inch water line, as recommended by the City Engineer

ACTION _____

8. New Business

9. Council Discussion

10. Adjournment



PROCLAMATION

WHEREAS, in 1991 Congressional resolution named the second full week in April of every year, National Telecommunicator Week; and

WHEREAS, emergencies can occur at anytime or any place and require the assistance of police, fire or emergency medical services; and

WHEREAS, 9-1-1 professionals regularly meet the challenges of extremely stressful situations with calmness, efficiency, and accuracy; and

WHEREAS, Public Safety Dispatchers are the "heart of public safety," providing assistance before any other emergency services arrive on scene;

WHEREAS, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of his or her daily job duties;

NOW, THEREFORE, BE IT RESOLVED that the City of Yukon declares the week of April 10-16, 2016 as

“National Telecommunicator Week “

in honor of the men and women whose diligence and professionalism keep our region's citizens and emergency responders safe.

Given under my hand and Seal of the City of Yukon this 19th day of April, 2016.

John Alberts, Mayor

Douglas A. Shivers, City Clerk

**Yukon Municipal Authority Minutes
April 5, 2016**

ROLL CALL: (Present) John Alberts, Chairman
 Richard Russell, Vice Chairman
 Michael McEachern, Trustee
 Donna Yanda, Trustee
 Earline Smaistrla, 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 March 15, 2016

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of March 15, 2016, was made by Trustee McEachern and seconded by Trustee Russell.

The vote:

AYES: McEachern, Yanda, Alberts, Russell, Smaistrla

NAYS: None

VOTE: 5-0

MOTION CARRIED

2A. Consider designating a tract of land being a part of the southeast quarter of Section 16, Township 12 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma (E. Main St. and Yukon Parkway), as surplus and authorizing its sale

The motion to approve designating a tract of land being a part of the southeast quarter of Section 16, Township 12 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma (E. Main St. and Yukon Parkway), as surplus and authorizing its sale was made by Trustee Smaistrla and seconded by Trustee Russell.

Mayor Alberts asked which piece of property is this. Mr. Crosby stated this is the property designated for the new city hall but at this time it is in the best interest of the city to sell the property and pay off the note. Mayor Alberts asked how the sale would be handled. Mr. Crosby stated through a commercial realtor. Mayor Alberts asked if they will help us establish a price and guide us through the process. Mr. Crosby stated yes.

The vote:

AYES: Alberts, McEachern, Smaistrla, Yanda, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

In consideration of the services to be rendered by the undersigned licensed Broker ("Broker"), the undersigned ("Seller") hereby exclusively lists with Broker the Property described as:

Property Address Land located on Main Street and Yukon Parkway

Legal Description See Attached Exhibit A

together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, if any, all of which may be described in any property data form attached to and by this reference made a part of this Agreement (collectively referred to as "the Property"), and grants to Broker the exclusive right to sell the Property, within the term of this listing, at a price of ~~\$2,400,000.00~~ \$2,500,000.00 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

1. By appointing Broker as exclusive Broker, Seller agrees to work through Broker for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received in any form from other real estate Brokers, agents, associated broker associates, sales associates, or provisional sales associates, sales persons, prospective buyers or tenants, or any other source during the time this Listing Agreement is in effect. In addition, any compensation, which is conditioned upon the Sale of Property, shall be earned by Broker as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.

2. This Agreement begins on April 1, 2016, and terminates (except for the provisions of Paragraph 3) at midnight on March 31, 2017.

3. Seller agrees to pay a commission equal to: (1) Six (6) % of the total sale price of the Property
 AND OR *If Jim Gilbertson shall become the Buyer of the property, commission shall be four (4%).*
(2) \$ _____, as and for the compensation of Broker, in any of the following events:

- a. The sale or exchange of the Property during the term of this Agreement, whether procured by Broker, Seller, or a third person.
- b. The sale or exchange of the Property within 90 days after the termination of this Agreement, if with anyone to whom Broker has shown the Property, or with whom the Broker has negotiated concerning the Property prior to the termination of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this Agreement with another licensed real estate Broker.
- c. If Broker procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at another price and terms as shall be acceptable to Seller.
- d. The sale or exchange of the Property during, or after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement, or within 90 days thereafter.

4. In the event a Contract for Sale or Exchange (a "Contract") is entered into with a Buyer, Seller agrees that:

- a. Unless the Contract provides otherwise, Broker shall receive and hold any earnest money deposit, which may be in the form of the Buyer's personal check endorsed for deposit without recourse, in Broker's trust or escrow account in accordance with the terms of the Contract, applicable law, rules, and regulations governing those funds;
- b. Prior to the "Closing Date," Seller, at Seller's expense, agrees to furnish Buyer or Buyer's lender a current Uniform Commercial Code Search Certificate (and, if the Property is a condominium, to furnish a copy of the Declaration of Unit Ownership Estates of the Project, Bylaws of the Project's Owners Association). Seller, at Seller's expense shall also furnish an abstract of title certified to date showing merchantable title in Seller, subject only to utility easements serving the Property and building restrictions of record, and other exceptions specified in the Contract and, if Property is a condominium, subject to all terms, provisions, restrictions, and covenants contained in the Declaration of Unit Ownership Estates and Bylaws of the Owner's Association of the "Project," and, if required by lender, a "Mortgage Inspection Certificate" prepared by a licensed surveyor, certified to a date at least within 180 days of the "Closing Date";

** Seller shall have the choice of providing Title Insurance in lieu of a*

- c. Seller has sole ownership, full authority to sell property, and will cause any conveyance to be executed and joined by all necessary parties to convey marketable title by ~~General Warranty Deed~~ to Buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract. *Special*
- d. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, and other continuing items shall be prorated to the date of transfer, except personal property taxes for the entire year, if any, shall be paid by Seller;
- e. If Property is single family, condominium or multi-family, to pay the closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay;
- f. If Property is single family, condominium, or multi-family, and if the Contract, lender, or government agency requires fixtures and equipment relating to plumbing, heating and cooling, including ducts, electrical systems, built-in appliances, swimming pool, spa, sprinkler, and security systems will be in normal working order at the closing, ordinary wear and tear excepted. If the Property is a condominium, this provision is applicable only to those items that are the Seller's responsibility and not the responsibility of the Owner's Association. Seller shall pay the cost of repairs necessary to meet the foregoing standard; the cost shall not exceed an amount agreed to by Seller in the contract of sale.
- g. If the purchase of the Property is a VA-financed transaction, Seller shall pay cost of a HUD-approved infestation report by a licensed exterminating company.
5. In accordance with the Oklahoma Residential Property Condition Disclosure Act:
- a. Seller shall complete the **Oklahoma Residential Property Disclosure Statement ("Disclosure Statement")** or, if the Seller has never lived in the Property **AND has NO knowledge of any defect concerning the Property, the Oklahoma Residential Property Disclaimer Statement ("Disclaimer Statement")** if applicable, a copy of which is attached to and by this reference made a part of this Agreement.
- b. Broker shall provide a copy of the Seller's **Disclosure Statement** or **Disclaimer Statement** (whichever is applicable) to potential Buyers or their Brokers.
- c. Broker shall disclose to a potential purchaser any defects in the Property actually known to the Broker, which are not included in the Seller's **Disclosure Statement** or Seller's **Disclaimer Statement**.
6. In accordance with the HUD/EPA Lead-Based Paint Regulations, if the Property was built before 1978:
- a. Seller shall complete a **Disclosure and Acknowledgment of Lead-Based Paint**.
- b. Broker shall provide a copy of the Seller's **Disclosure and Acknowledgment of Lead-Based Paint** to potential Buyers or their Brokers along with a copy of the pamphlet **Protect Your Family from Lead in Your Home**.
7. All of the information provided herewith, or which may be provided to Broker, shall be true and Seller agrees to hold Broker, Broker's sales associates, employees, and agents harmless from any cost, expense, or damage due to any information which is withheld by Seller from Broker, or which is incorrect.
8. In connection with this Listing Agreement, Seller authorizes Broker:
- a. To place a "For Sale" sign on the Property and to remove all other similar signs;
- b. To enter Property information on the Internet, and advertise the Property by any means and methods as Broker determines in its sole judgment and discretion, including the making and using of photographs or other electronic images of the Property;
- c. At Seller's expense, to turn on, or leave on, all utilities, and to authorize service technicians to do so, in order to show the Property to its best advantage or to permit inspection thereof. Seller further agrees to pay any necessary cost for uncovering and limited operation of any swimming pool/spa, sprinkler system, and security system, if applicable. Except that, if the Property is a condominium this provision shall only apply to those items which are Seller's responsibility and not the responsibility of the Owner's Association;
- d. To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
- e. To obtain a key to the Property and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
- f. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
- g. Unless the Contract provides otherwise, Broker and Seller agree that Broker shall be authorized to accept delivery of Contract documents, title evidence documents, inspection reports, and other notices provided in the Contract on behalf of the Seller and to accept a similar appointment by Buyers and prospective Buyers.

9. Broker duties and responsibilities.

A. A broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:

1. Treat all parties with honesty and exercise reasonable skill and care;
2. Unless specifically waived in writing by a party to the transaction:
 - a) receive all written offers and counteroffers
 - b) reduce offers or counteroffers to a written form upon request of any party to a transaction, and
 - c) present timely such written offers and counteroffers;
3. Timely account for all money and property received by the broker;
4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - a) that a party or prospective party is willing to pay more or accept less than what is being offered;
 - b) that a party or prospective party is willing to agree to financing terms that are different from those offered;
 - c) the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
 - d) information specifically designated as confidential by a party unless such information is public.
5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.

B. A broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:

1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of costs; and
2. Keep the party informed regarding the transaction.

C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

10. Neither the Buyer nor the Seller may be held liable for the actions or words of the Broker or licensees affiliated with the Broker's firm.
11. Broker shall use Broker's best efforts to effect a sale of the Property during the term of this Agreement.
 - a. Broker shall not be charged with the custody of the Property, its management, maintenance, or repair.
12. Forfeited earnest money, if any, shall be divided equally between Seller and Broker, except that Broker's portion shall, in no event, exceed the agreed commission; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller of any obligation to pay a commission.
13. The term "Broker" herein shall include any sales associate whose signature appears on this Agreement.
14. This Property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin.
15. Seller and Broker agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.
16. Seller acknowledges that Seller has read and received a copy of this Agreement and that a copy of the Oklahoma Real Estate Commission Uniform Contract of Sale Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.
17. If the Broker is a member of a Multiple Listing Service (MLS), the parties hereto understand and agree that the Broker is hereby authorized to (i) enter this listing in the MLS as a blanket unilateral offer of cooperation and compensation to other Participants of this Service; regardless of their brokerage relationship, payment of compensation shall be as stated in the

property data form; (ii) file timely notice of all changes in the above information as approved by the Seller; (iii) upon the closing of a sale, file sales information, including sale price, with the MLS for processing and dissemination to the MLS Participants and other members of the MLS, and (iv) that the property information, once transmitted to MLS, shall be owned by it and subject to its copyright and may be used and disseminated by it.

18. Upon the execution of an earnest money contract (Contract) by both Seller and Buyer, the Broker shall have no duty thereafter to submit subsequent offers for the purchase of the Property, unless the Contract specifically provides otherwise or this sale does not close.

19. To facilitate the showing of said Property, Seller grants the Broker permission to place on Seller's Property a "Lock Box" containing a key that gives access to Seller's Property at times when the Broker is not present. Seller understands that access to the "Lock Box" may be in the possession of unauthorized persons who are not members of the Broker's Multiple Listing Service, as well as members thereof. Further, Seller acknowledges that said Broker has recommended that all valuables such as coins, jewelry, furs, silver, guns, cameras, paintings, antiques, and the like, be removed from the Property for safekeeping during the period of the listing. In addition, Seller has been fully advised that neither the Broker, the MLS nor any Association to which Broker may belong, assume any responsibility for the acts of any other persons for any loss that may be sustained by Seller through entry by use of the key deposited in the "Lock Box" or in any other manner. Seller hereby assumes the risk of loss.

Broker (check one) is is not authorized to place a "Lock Box" on the Property.

20. The Seller and Broker agree that Broker, in response to inquiries from Buyers or cooperating brokers shall disclose, with the Sellers' approval, the existence of offers on the property. Where disclosure is authorized, Brokers shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller (check one) does does not authorize Broker to disclose the existence of offers on the property.

21. By signing this Agreement, Seller acknowledges and gives the Listing Broker the right to utilize the services of a title escrow company for the closing process subsequent to a Contract of Sale on this Property. Fees to a Seller for these type services are estimated to be \$_____. Seller agrees to pay this amount to a closing escrow company or directly to the Listing Broker. Seller understands said fee is in addition the agreed commission amount and that no fee for closing escrow is due until the actual closing is conducted.

22. Seller is aware that a Residential Service Agreement (RSA) can be purchased for Seller's Property that would be transferable to the Buyer. The cost of an RSA is approximately \$NA_____ and can be withheld from Seller's funds at closing.

It is Seller's decision (check one) to Purchase Not to purchase an RSA at this time

23. Has the Seller been notified by any city or county governmental agency, or is the Seller aware, that the Property is in a flood hazard area?

Yes No

24. OTHER CONDITIONS: _____

ACCEPTED THIS 8th day of April, 2016

Caliber Property Group
BROKER (Company)

by Robin O'Grady
BROKER/ASSOCIATE (Signature)

SELLER (Printed)

SELLER (Signature)

SELLER (Printed)

SELLER (Signature)

Phone

Fax

Mail (Mailing Address of Seller-Owner)

Email

AFFIDAVIT OF LIMITED LIABILITY COMPANY

Roddy Bates, the Managing Member of the ODB Investors, LLC hereby certifies as follows:

1. ODB Investors, LLC is the record owner of the following described property, to-wit:

See attached exhibits for Tracts 1, 2, and 3

2. The LLC is still in full force and effect.

3. I, Roddy Bates, am the appointed Managing Member of the ODB Investors, LLC and that I have full power and authority pursuant to said LLC agreement to convey unto The City of Yukon the above referenced property.

[Signature]

Managing Member

April 6, 2016

Date

State of Oklahoma)

County of Oklahoma)

On this 6th day of April, 2016, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Roddy Bates to me known to be the identical person who executed the within and foregoing instrument as its Managing Member and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 12/13/18 Commission# 02018688

Notary Public Lou Ann Tuter



EXHIBIT "A"

PROPOSED RIGHT-OF-WAY

Tract 1

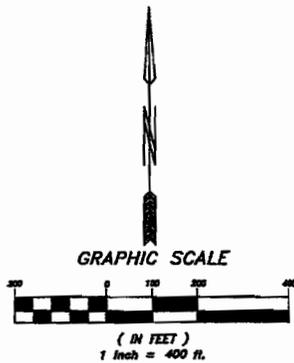
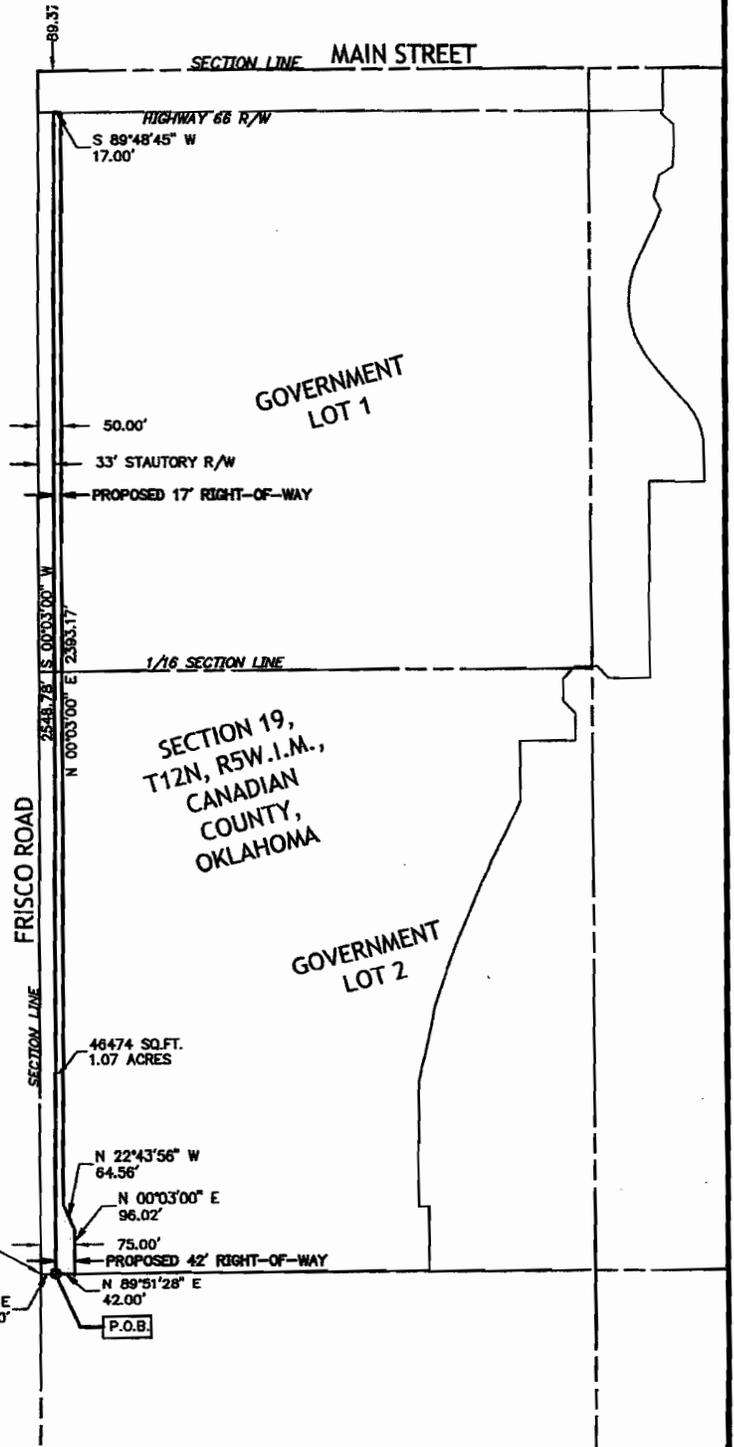


LOCATION MAP
1"=2000'

LEGAL DESCRIPTION

A Right-of-Way situated in Government Lot One (1) and Government Lot Two (2) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

Beginning at a point on the South boundary of said Government Lot 2, said point being 33.00 feet East (N 89°51'28" E) of the Southwest corner of said Government Lot 2, thence continuing East (N 89°51'28" E) along the South boundary of said Government Lot 2 a distance of 42.00 feet, thence North (N 00°03'00" E) Parallel with and 75 feet East of the West boundary of said Section 19 a distance of 96.02 feet, thence Northwesterly (N 22°43'56" W) a distance of 64.56 feet, thence North (N 00°03'00" E) parallel with and 50 East of the West boundary of said Section 19 a distance of 2393.17 feet to a point on the South Right-of-way of US Highway 66, thence West (S 89°48'45" W) along said Highway Right-of-Way a distance of 17.00 feet, thence South (S 00°03'00" W) along the 33 foot Statutory right-of-way a distance of 2548.78 feet, to the point of beginning. said tract containing 1.07 acres.



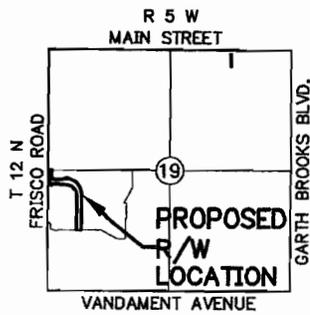
SOUTHWEST CORNER OF
GOVERNMENT LOT 2, SECTION
19, T12N, R5W.I.M., CANADIAN
COUNTY, OKLAHOMA
MONUMENT FOUND
5/8" IRON BAR

N 89°51'28" E
33.00'

P.O.B.

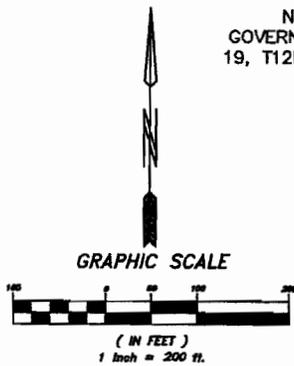
EXHIBIT "A" PROPOSED RIGHT-OF-WAY

Tract 2

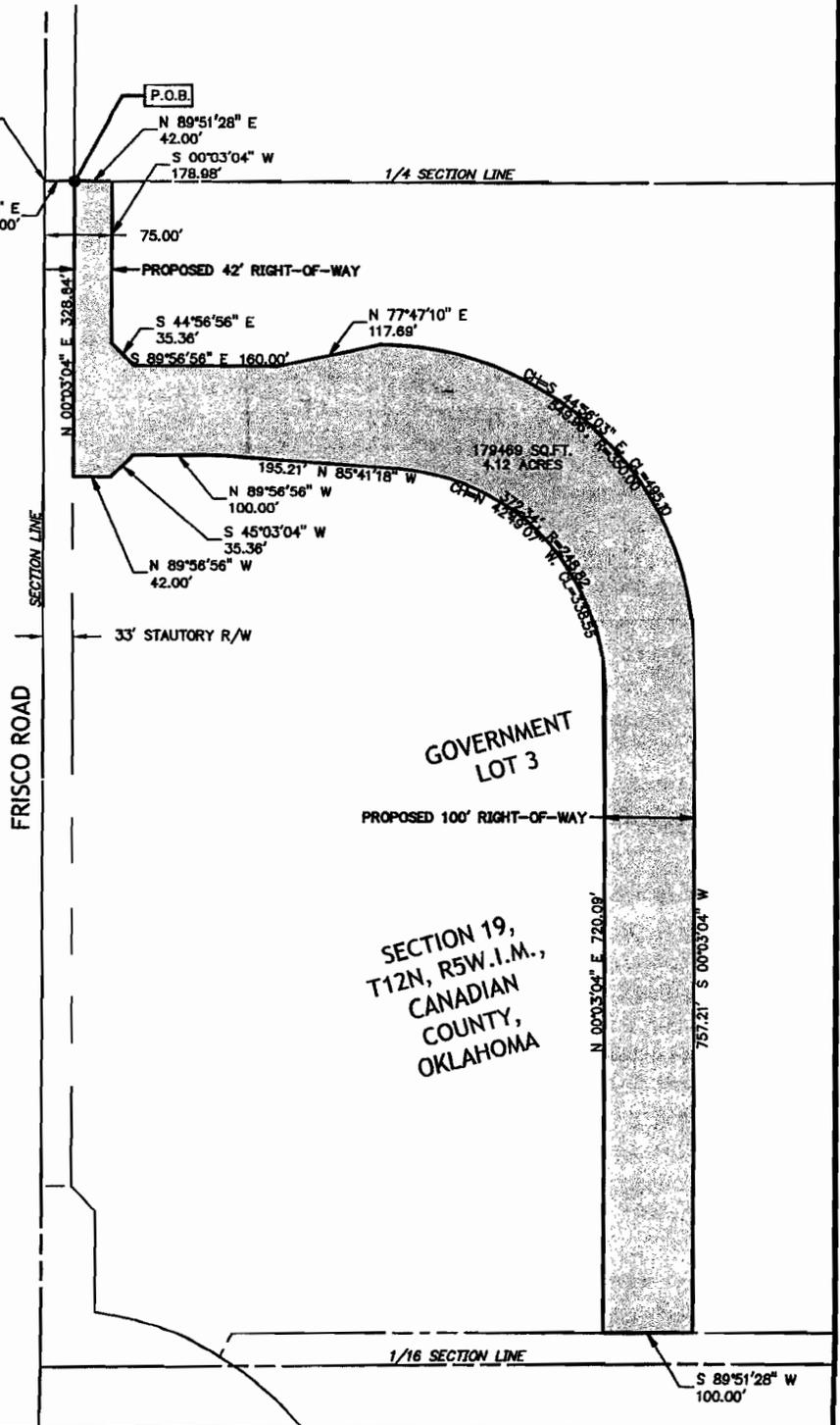


LOCATION MAP

1"=2000'



NORTHWEST CORNER OF
GOVERNMENT LOT 3, SECTION
19, T12N, R5W.I.M., CANADIAN
COUNTY, OKLAHOMA
MONUMENT FOUND
5/8" IRON BAR



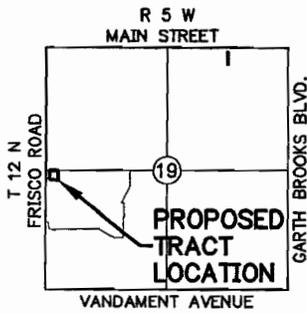
LEGAL DESCRIPTION

A Right-of-Way situated in Government Lot Three (3) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

Beginning at point on the North boundary of said Government Lot 3, said point being 33.00 feet East (N 89°51'28" E) of the Northwest corner of said Government Lot 3, thence continuing East (N 89°51'28" E) along the North boundary of said Government Lot 3 a distance of 42.00 feet, thence South (S 00°03'04" W) parallel with and 75 feet East of the West boundary of said Section 19 a distance of 178.98 feet, thence Southeasterly (S 44°56'56" E) a distance of 35.36 feet, thence East (S 89°56'56" E) a distance of 160.00 feet, thence Northeasterly (N 77°47'10" E) a distance of 117.69 feet, thence along a non-tangent curve to the right, having a radius of 350.00 feet, a chord direction of S 44°56'03" E, a chord length of 495.10 feet and an arc length 549.96 feet to a point of tangency, thence South (S 00°03'04" W) parallel with the West boundary of said Section 19 a distance of 757.21 feet, thence West (S 89°51'28" W) parallel with the North boundary of said Government Lot 3 a distance of 100.00 feet, thence North (N 00°03'04" E) parallel with the West boundary of said Section 19 a distance of 720.09 feet, thence along a tangent curve to the left, having a radius of 248.82 feet, a chord direction of N 42°49'07" W, a chord length of 338.55 feet, and an arc Length of 372.34 feet to a point of tangency, thence West (N 85°41'18" W) a distance of 195.21 feet, thence West (N 89°56'56" W) a distance of 100.00 feet, thence Southwesterly (S 45°03'04" W) a distance of 35.36 feet, thence West (N 89°56'56" W) a distance of 42.00 feet to a point on the Statutory Right-of-Way, thence North (N 00°03'04" E) along said Statutory Right-of-way a distance of 328.84 feet, to the point of beginning. Said tract containing 4.12 acres.

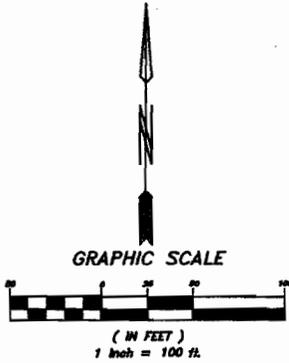
EXHIBIT "A" PROPOSED TRACT

Tract 3



LOCATION MAP
1"=2000'

NORTHWEST CORNER OF
GOVERNMENT LOT 3, SECTION
19, T12N, R5W.I.M., CANADIAN
COUNTY, OKLAHOMA
MONUMENT FOUND
5/8" IRON BAR



N 89°51'28" E
75.00'

P.O.B.

N 89°51'28" E 185.00'

1/4 SECTION LINE

N 00°03'04" E 178.98'

37481 SQ.FT.
0.86 ACRES

204.60' S 00°03'04" W

N 44°56'56" W
35.36'

160.00' N 89°56'56" W

SECTION LINE

33' STAUTORY R/W

GOVERNMENT
LOT 3

FRISCO ROAD

SECTION 19,
T12N, R5W.I.M.,
CANADIAN
COUNTY,
OKLAHOMA

LEGAL DESCRIPTION

A tract of land situated in Government Lot Three (3) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

Beginning at point on the North boundary of said Government Lot 3, said point being 75.00 feet East (N 89°51'28" E) of the Northwest corner of said Government Lot 3, thence continuing East (N 89°51'28" E) along the North boundary of said Government Lot 3 a distance of 185.00 feet, thence South (S 00°03'04" W) parallel with the West boundary of said Section 19 a distance of 204.60 feet, thence West (N 89°56'56" W) a distance of 160.00 feet, thence Northwesterly (N 44°56'56" W) a distance of 35.36 feet, thence North (N 00°03'04" E) parallel with the West boundary of said Section 19 a distance of 178.98 feet, to the point of beginning. said tract containing 0.86 acres.

WARRANTY DEED
Oklahoma Statutory Form

THIS INDENTURE is made this 6th day of April A.D., 2016 between ODB Investors, LLC, party of the first part, and The City of Yukon, Oklahoma, party of the second part. WITNESSETH, That in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does, by these presents, grant, bargain, sell and convey unto said party of the second part, The City of Yukon, its successors and assigns, all of the following described real estate situated in the County of Canadian, State of Oklahoma, to-wit:

See Attached "Exhibit A – Tract 1"

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever. And said party of the first part, does hereby covenant, promise and agree to and with said party of the second part, at the delivery of these presents that ODB Investors, LLC is/are lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part against said party of the first part, its successors and assigns and all and every person or persons whomsoever, lawfully claiming or to claim the same. IN WITNESS WHEREOF, the said party of the first part has/have hereunto set his hand(s) the day and year first above written.

ODB Investors, LLC by:



Roddy Bates

State of OKLAHOMA)
County of OKLAHOMA)

On this 6th day of April, 2016, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared John Roddy Bates to me known to be the identical person who executed the within and foregoing instrument as its Managing Member and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



Commission# 0208688 Notary Public LouAnn Jutev

ACKNOWLEDGEMENT OF ACCEPTANCE OF WARRANTY DEED

Accepted by the **Yukon Municipal Authority** at its regularly scheduled meeting held April 19, 2016.

Chairman

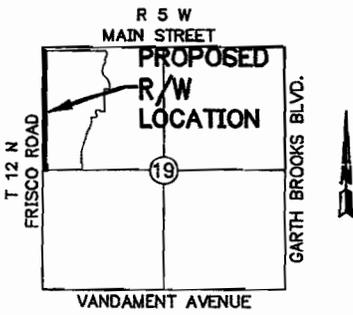
ATTEST:

Secretary

EXHIBIT "A"

PROPOSED RIGHT-OF-WAY

Tract 1

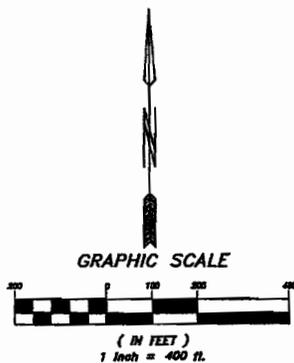


LOCATION MAP
1"=2000'

LEGAL DESCRIPTION

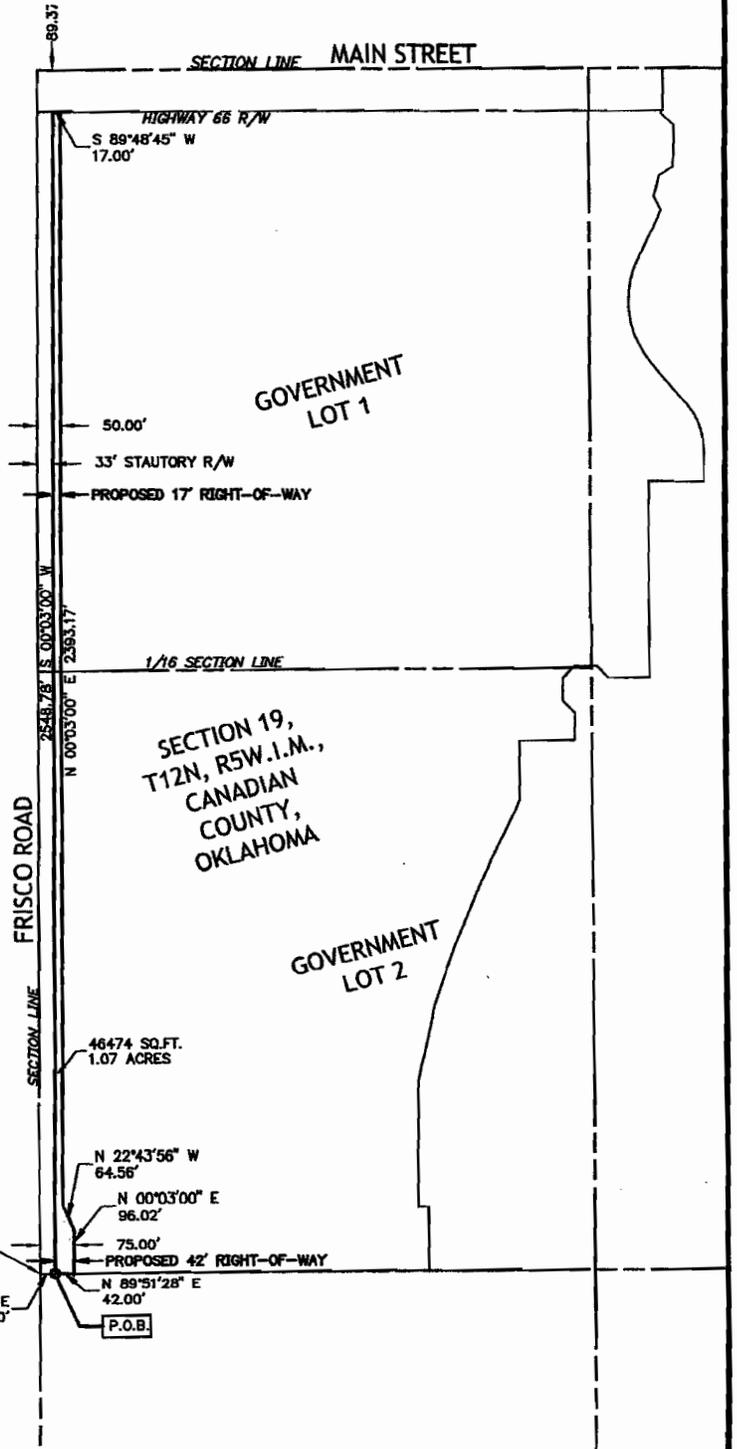
A Right-of-Way situated in Government Lot One (1) and Government Lot Two (2) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

Beginning at a point on the South boundary of said Government Lot 2, said point being 33.00 feet East (N 89°51'28" E) of the Southwest corner of said Government Lot 2, thence continuing East (N 89°51'28" E) along the South boundary of said Government Lot 2 a distance of 42.00 feet, thence North (N 00°03'00" E) Parallel with and 75 feet East of the West boundary of said Section 19 a distance of 96.02 feet, thence Northwesterly (N 22°43'56" W) a distance of 64.56 feet, thence North (N 00°03'00" E) parallel with and 50 East of the West boundary of said Section 19 a distance of 2393.17 feet to a point on the South Right-of-way of US Highway 66, thence West (S 89°48'45" W) along said Highway Right-of-Way a distance of 17.00 feet, thence South (S 00°03'00" W) along the 33 foot Statutory right-of-way a distance of 2548.78 feet, to the point of beginning. said tract containing 1.07 acres.



SOUTHWEST CORNER OF
GOVERNMENT LOT 2, SECTION
19, T12N, R5W.I.M., CANADIAN
COUNTY, OKLAHOMA
MONUMENT FOUND
5/8" IRON BAR

N 89°51'28" E
33.00'



CONSENT TO EASEMENT
PARTIAL RELEASE OF MORTGAGE
PARTIAL LIEN WAIVER

Project: City of Yukon Water & Sewer System Improvemnt
County: Canadian
Parcel: Tract 1

This indenture made and entered into this _____ Day of _____, 20____ By and between Interbank of Enid, Oklahoma, Party of the First Part, and The City of Yukon, Oklahoma, Party of the Second Part, Witnesseth:

That, Whereas, party of the first part is the owner and holder of a valid and subsisting mortgage against the real property described below which is owned by ODB Investors, LLC.

And, Whereas, the party of the second part in constructing and improving a Water and Sewer System along, over and across said below-described premises and it being necessary for the construction of the said Water and Sewer System to appropriate a portion of said land for such purposes.

Now, therefore, in consideration of the sum of one dollar (\$1.00) paid by party of the second part, the receipt of which is hereby acknowledged, the said party of the first part does here by waive, in the favor of The City of Yukon, Oklahoma, all right, title interest and claim of lien and damages to said below-described real property insofar as the same shall be affected by the taking of the following-described portion thereof for road purposes, to wit:

See attached Exhibit A – Tract 1

Witness _____ Hand _____ Seal _____ The day and year last above written.

Interbank of Enid Oklahoma by:

State of Oklahoma)
)ss.
County of _____)

Before me, a Notary Public in and for said county and state, on this _____ Day of _____, 20____ Personally appeared _____ To me known to be the identical person who subscribed the name of the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

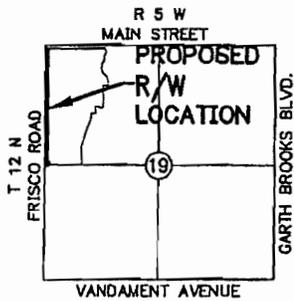
My commission Expires: _____

Notary Public

Commission Number: _____

EXHIBIT "A" PROPOSED RIGHT-OF-WAY

Tract 1

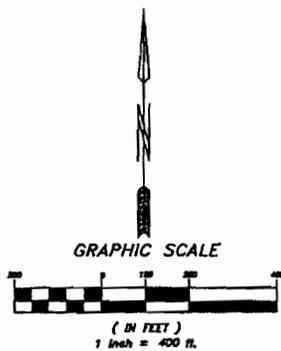


LOCATION MAP
1" = 2000'

LEGAL DESCRIPTION

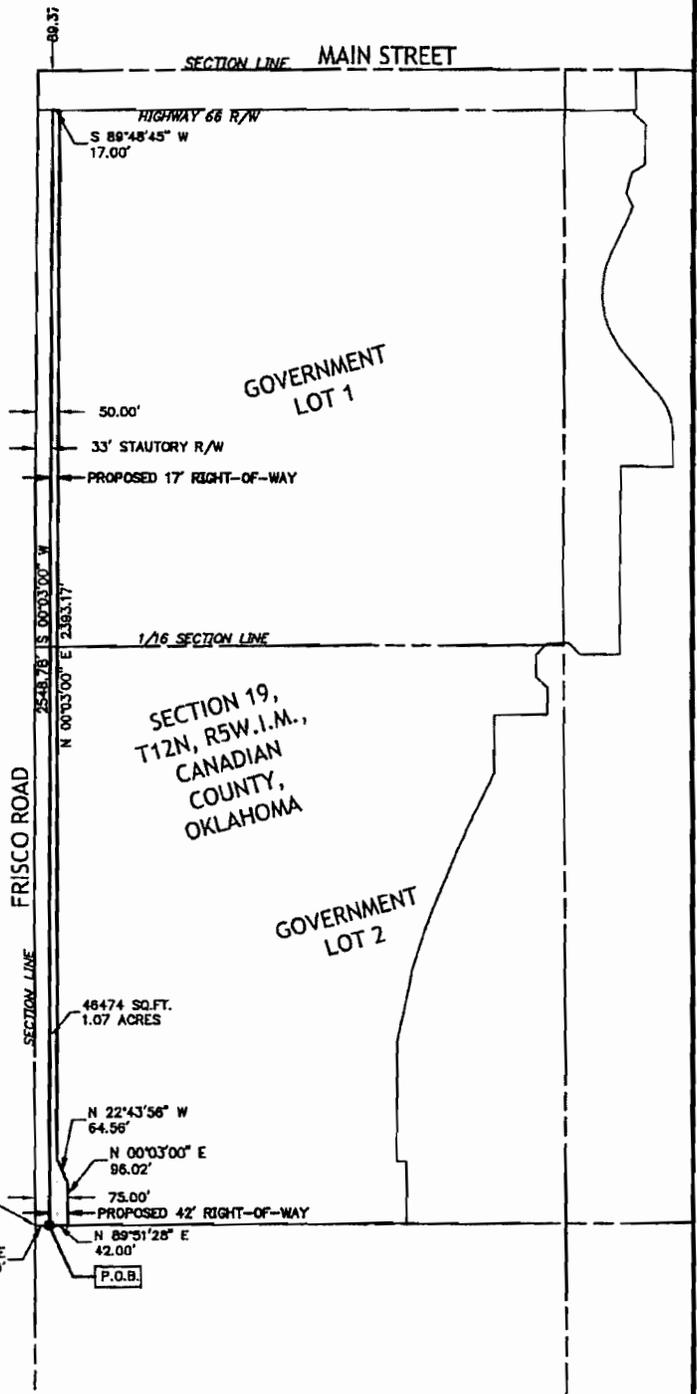
A Right-of-Way situated in Government Lot One (1) and Government Lot Two (2) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

Beginning at a point on the South boundary of said Government Lot 2, said point being 33.00 feet East (N 89°51'28" E) of the Southwest corner of said Government Lot 2, thence continuing East (N 89°51'28" E) along the South boundary of said Government Lot 2 a distance of 42.00 feet, thence North (N 00°03'00" E) Parallel with and 75 feet East of the West boundary of said Section 19 a distance of 96.02 feet, thence Northwesterly (N 22°43'56" W) a distance of 64.56 feet, thence North (N 00°03'00" E) parallel with and 50 East of the West boundary of said Section 19 a distance of 2393.17 feet to a point on the South Right-of-way of US Highway 66, thence West (S 89°48'45" W) along said Highway Right-of-Way a distance of 17.00 feet, thence South (S 00°03'00" W) along the 33 foot Statutory right-of-way a distance of 2548.78 feet, to the point of beginning. said tract containing 1.07 acres.



SOUTHWEST CORNER OF
GOVERNMENT LOT 2, SECTION
19, T12N, R5W.I.M., CANADIAN
COUNTY, OKLAHOMA
MONUMENT FOUND
5/8" IRON BAR

N 89°51'28" E
33.00'



N 22°43'56" W
64.56'

N 00°03'00" E
96.02'

75.00'

N 89°51'28" E
42.00'

P.O.B.

FRISCO ROAD
SECTION LINE

SECTION LINE MAIN STREET

HIGHWAY 66 R/W
S 89°48'45" W
17.00'

50.00'
33' STATUTORY R/W
PROPOSED 17' RIGHT-OF-WAY

1/16 SECTION LINE

SECTION 19,
T12N, R5W.I.M.,
CANADIAN
COUNTY,
OKLAHOMA

48474 SQ.FT.
1.07 ACRES

N 22°43'56" W
64.56'

N 00°03'00" E
96.02'

75.00'

N 89°51'28" E
42.00'

P.O.B.

80.37'

2548.78' S 00°03'00" W
N 00°03'00" E 2393.17'

GOVERNMENT
LOT 1

GOVERNMENT
LOT 2

WARRANTY DEED
Oklahoma Statutory Form

THIS INDENTURE is made this 6th day of April A.D., 2016 between ODB Investors, LLC, party of the first part, and The City of Yukon, Oklahoma, party of the second part. WITNESSETH, That in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does, by these presents, grant, bargain, sell and convey unto said party of the second part, The City of Yukon, its successors and assigns, all of the following described real estate situated in the County of Canadian, State of Oklahoma, to-wit:

See Attached "Exhibit A – Tract 2"

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever. And said party of the first part, does hereby covenant, promise and agree to and with said party of the second part, at the delivery of these presents that ODB Investors, LLC is/are lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part against said party of the first part, its successors and assigns and all and every person or persons whomsoever, lawfully claiming or to claim the same. IN WITNESS WHEREOF, the said party of the first part has/have hereunto set his hand(s) the day and year first above written.

ODB Investors, LLC by:



Roddy Bates

State of Oklahoma)
County of Oklahoma)

On this 6th day of April, 2016, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Roddy Bates to me known to be the identical person who executed the within and foregoing instrument as its Authorized Member and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



My Commission Expires 12/13/18 Commission# 02018688 Notary Public LouAnn Jeter

ACKNOWLEDGEMENT OF ACCEPTANCE OF WARRANTY DEED

Accepted by the **Yukon Municipal Authority** at its regularly scheduled meeting held April 19, 2016.

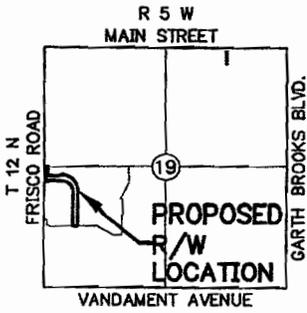
Chairman

ATTEST:

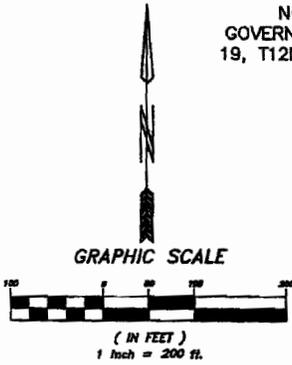
Secretary

EXHIBIT "A" PROPOSED RIGHT-OF-WAY

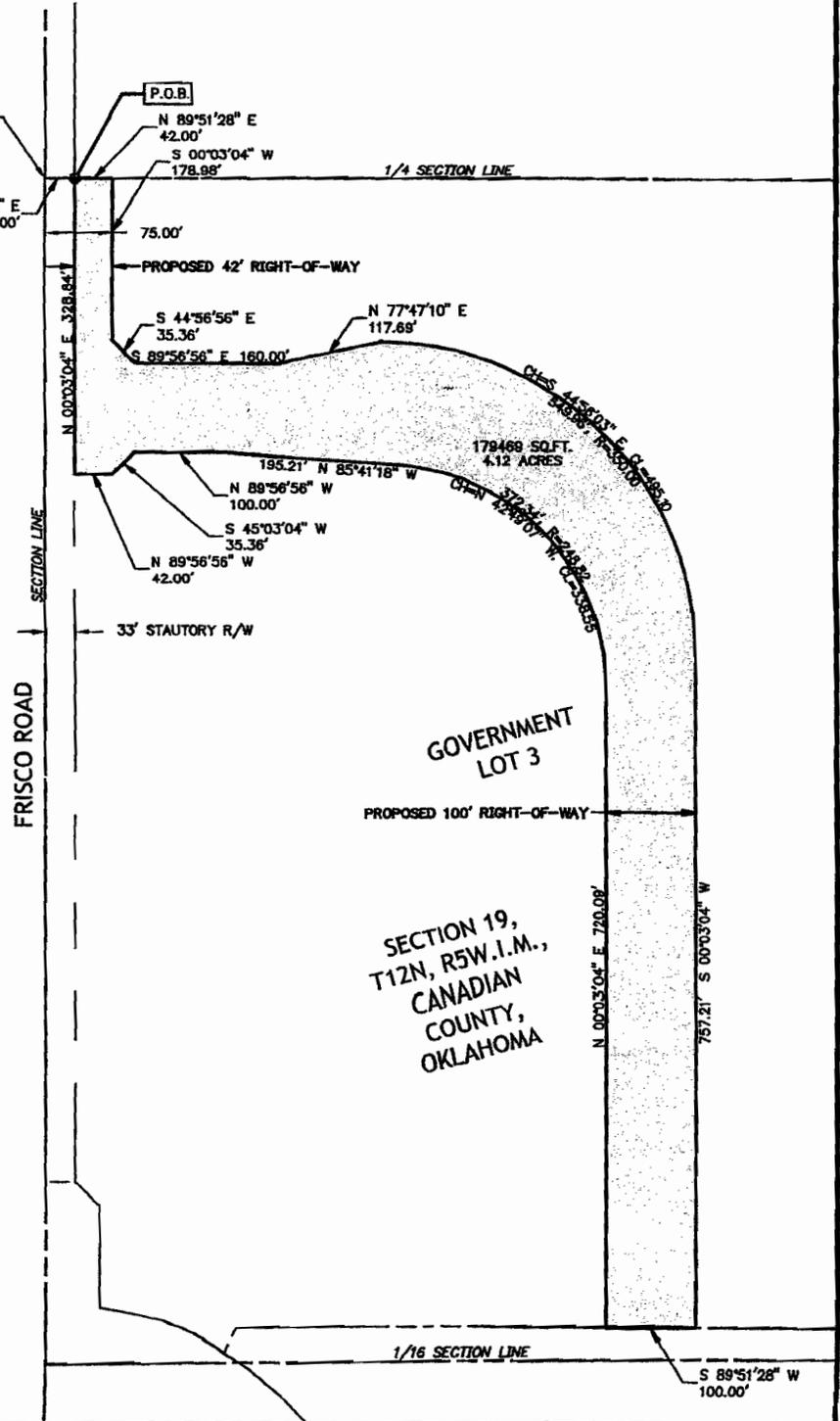
Tract 2



LOCATION MAP
1"=2000'



NORTHWEST CORNER OF
GOVERNMENT LOT 3, SECTION
19, T12N, R5W.I.M., CANADIAN
COUNTY, OKLAHOMA
MONUMENT FOUND
5/8" IRON BAR



LEGAL DESCRIPTION

A Right-of-Way situated in Government Lot Three (3) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

Beginning at point on the North boundary of said Government Lot 3, said point being 33.00 feet East (N 89°51'28" E) of the Northwest corner of said Government Lot 3, thence continuing East (N 89°51'28" E) along the North boundary of said Government Lot 3 a distance of 42.00 feet, thence South (S 00°03'04" W) parallel with and 75 feet East of the West boundary of said Section 19 a distance of 178.98 feet, thence Southeasterly (S 44°56'56" E) a distance of 35.36 feet, thence East (S 89°56'56" E) a distance of 160.00 feet, thence Northeasterly (N 77°47'10" E) a distance of 117.69 feet, thence along a non-tangent curve to the right, having a radius of 350.00 feet, a chord direction of S 44°56'03" E, a chord length of 495.10 feet and an arc length 549.96 feet to a point of tangency, thence South (S 00°03'04" W) parallel with the West boundary of said Section 19 a distance of 757.21 feet, thence West (S 89°51'28" W) parallel with the North boundary of said Government Lot 3 a distance of 100.00 feet, thence North (N 00°03'04" E) parallel with the West boundary of said Section 19 a distance of 720.09 feet, thence along a tangent curve to the left, having a radius of 248.82 feet, a chord direction of N 42°49'07" W, a chord length of 338.55 feet, and an arc Length of 372.34 feet to a point of tangency, thence West (N 85°41'18" W) a distance of 195.21 feet, thence West (N 89°56'56" W) a distance of 100.00 feet, thence Southwesterly (S 45°03'04" W) a distance of 35.36 feet, thence West (N 89°56'56" W) a distance of 42.00 feet to a point on the Statutory Right-of-Way, thence North (N 00°03'04" E) along said Statutory Right-of-way a distance of 328.84 feet, to the point of beginning. Said tract containing 4.12 acres.

WARRANTY DEED
Oklahoma Statutory Form

THIS INDENTURE is made this 6th day of April A.D., 2016 between ODB Investors, LLC, party of the first part, and The City of Yukon, Oklahoma, party of the second part. WITNESSETH, That in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does, by these presents, grant, bargain, sell and convey unto said party of the second part, The City of Yukon, its successors and assigns, all of the following described real estate situated in the County of Canadian, State of Oklahoma, to-wit:

See Attached "Exhibit A – Tract 3"

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever. And said party of the first part, does hereby covenant, promise and agree to and with said party of the second part, at the delivery of these presents that ODB Investors, LLC is/are lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part against said party of the first part, its successors and assigns and all and every person or persons whomsoever, lawfully claiming or to claim the same. IN WITNESS WHEREOF, the said party of the first part has/have hereunto set his hand(s) the day and year first above written.

ODB Investors, LLC by:



Roddy Bates

State of Oklahoma)
County of Oklahoma)

On this 6th day of April, 2016, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Roddy Bates to me known to be the identical person who executed the within and foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



Notary Public Expires: 12/13/18 Commission# 02018688 Notary Public Louann Juteu

ACKNOWLEDGEMENT OF ACCEPTANCE OF WARRANTY DEED

Accepted by the **Yukon Municipal Authority** at its regularly scheduled meeting held April 19, 2016.

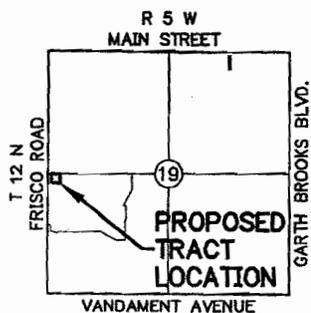
Chairman

ATTEST:

Secretary

EXHIBIT "A" PROPOSED TRACT

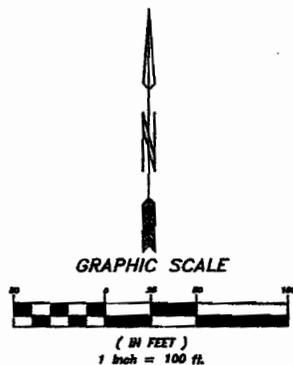
Tract 3



LOCATION MAP

1"=2000'

NORTHWEST CORNER OF
GOVERNMENT LOT 3, SECTION
19, T12N, R5W.I.M., CANADIAN
COUNTY, OKLAHOMA
MONUMENT FOUND
5/8" IRON BAR



N 89°51'28" E
75.00'

P.O.B.

N 89°51'28" E 185.00'

1/4 SECTION LINE

N 00°03'04" E 178.98'

37481 SQ.FT.
0.86 ACRES

N 00°03'04" W
204.60'

N 44°56'56" W
35.36'

180.00' N 89°56'56" W

FRISCO ROAD

33' STATUTORY R/W

GOVERNMENT
LOT 3

LEGAL DESCRIPTION

A tract of land situated in Government Lot Three (3) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

Beginning at point on the North boundary of said Government Lot 3, said point being 75.00 feet East (N 89°51'28" E) of the Northwest corner of said Government Lot 3, thence continuing East (N 89°51'28" E) along the North boundary of said Government Lot 3 a distance of 185.00 feet, thence South (S 00°03'04" W) parallel with the West boundary of said Section 19 a distance of 204.60 feet, thence West (N 89°56'56" W) a distance of 160.00 feet, thence Northwesterly (N 44°56'56" W) a distance of 35.36 feet, thence North (N 00°03'04" E) parallel with the West boundary of said Section 19 a distance of 178.98 feet, to the point of beginning. said tract containing 0.86 acres.

SECTION 19,
T12N, R5W.I.M.,
CANADIAN
COUNTY,
OKLAHOMA

PROJECT: City of Yukon Water and Sewer System Improvement

COUNTY: Canadian

PARCEL: Tract 3

DONATION CERTIFICATE

AGREE TO DONATE

I, the undersigned, hereby certify that I have received the Property Rights Brochure, have been fully informed of my right to receive just compensation for the right-of-way upon my property and waive the appraisal process, but have elected to donate the right-of-way to The City of Yukon for this project.

Special Comments: _____

~Acquisition Agent~

Owner:

Owner

Date

Date

[Handwritten signatures and date: April 6, 2016]

(Attach Property Rights Brochure)

AFFIDAVIT OF CORPORATION

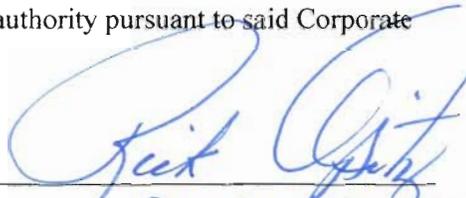
I, Rick Opitz as President of OPITZ, Inc. hereby certify as follows:

1. OPITZ, Inc. is the owner of the following described property, to-wit:

See attached Exhibits for Tracts 4, 5, and 6

2. The Corporation is still in full force and effect.

3. I, Rick Opitz, am the appointed President of OPITZ, Inc. and that I have full power and authority pursuant to said Corporate agreement to act on behalf of said Corporation.


Name/Title Rick Opitz, President
April 6, 2016
Date

State of Oklahoma)

County of Oklahoma)

On this 6th day of April, 2016 before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Rick Opitz to me known to be the identical person who executed the within and foregoing instrument as its President and acknowledged to me that he/she executed the same as his/her voluntary act and deed for the uses and purposes therein set forth.

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

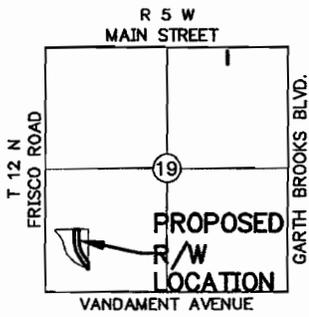


My Commission Expires: 12/13/18 Commission# 02018688

Lou Ann Juter

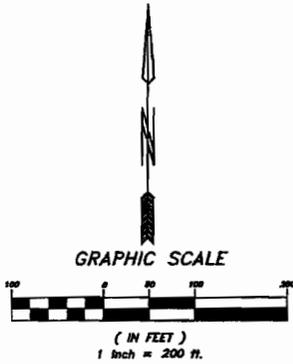
EXHIBIT "A" PROPOSED RIGHT-OF-WAY

Tract 4



LOCATION MAP

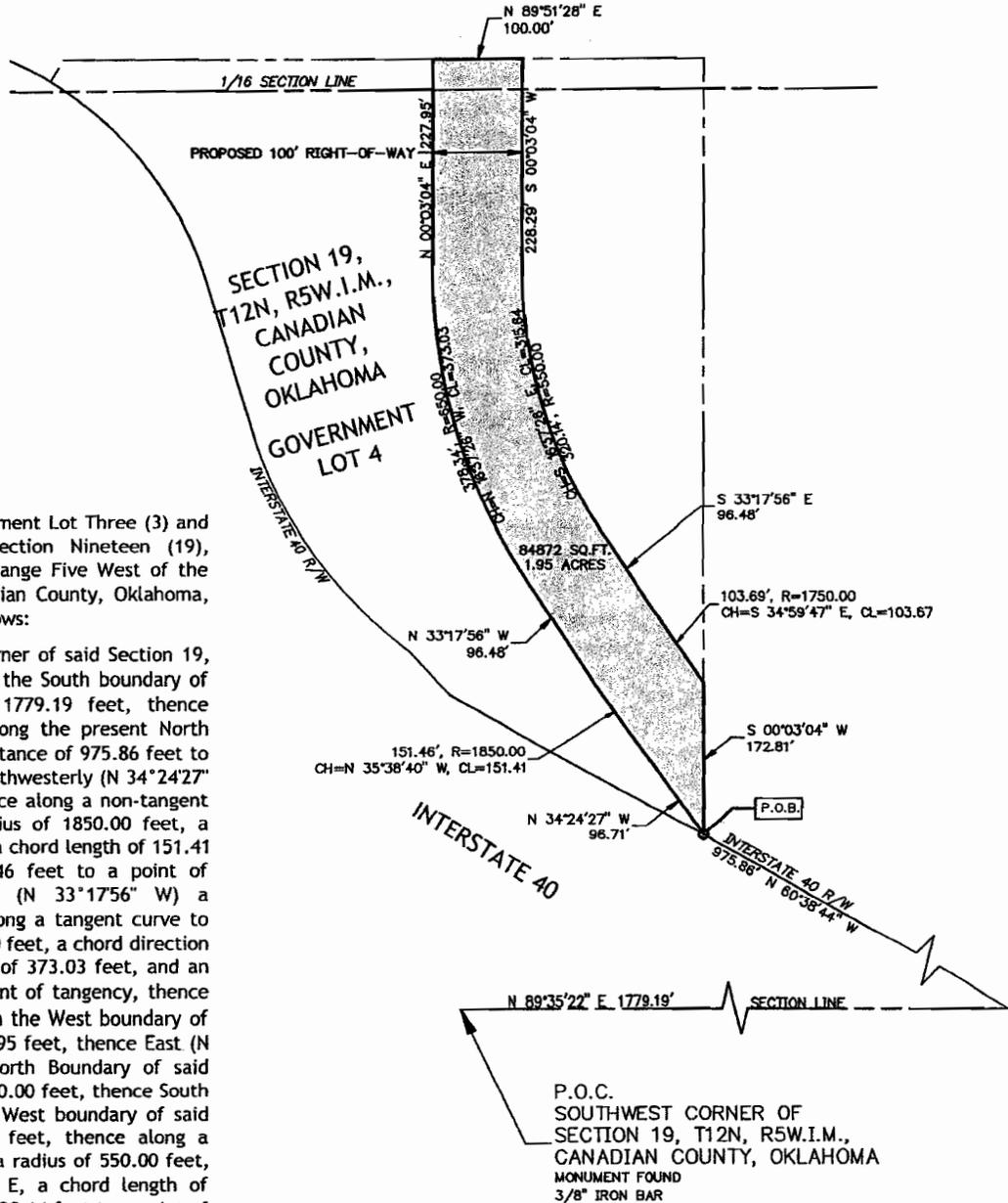
1"=2000'



LEGAL DESCRIPTION

A Right-of-Way situated in Government Lot Three (3) and Government Lot Four (4) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

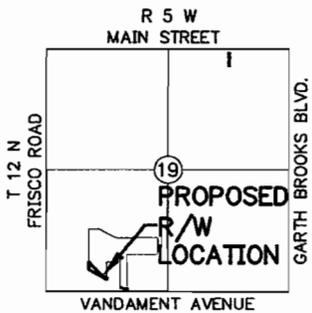
Commencing at the Southwest corner of said Section 19, thence East (N 89°35'22" E) along the South boundary of said Section 19 a distance of 1779.19 feet, thence Northwesterly (N 60°38'44" W) along the present North Right-of-Way of Interstate 40 a distance of 975.86 feet to the point of beginning, thence Northwesterly (N 34°24'27" W) a distance of 96.71 feet, thence along a non-tangent curve to the right, having a radius of 1850.00 feet, a chord direction of N 35°38'40" W, a chord length of 151.41 feet and an arc length of 151.46 feet to a point of tangency, thence Northwesterly (N 33°17'56" W) a distance of 96.48 feet, thence along a tangent curve to the right, having a radius of 650.00 feet, a chord direction of N 16°37'26" W, a chord length of 373.03 feet, and an arc length of 378.34 feet to a point of tangency, thence North (N 00°03'04" E) parallel with the West boundary of said Section 19 a distance of 227.95 feet, thence East (N 89°51'28" E) parallel with the North Boundary of said Government Lot 3 a distance of 100.00 feet, thence South (S 00°03'04" W) parallel with the West boundary of said Section 19 a distance of 228.29 feet, thence along a tangent curve to the left, having a radius of 550.00 feet, a chord direction of S 16°37'26" E, a chord length of 315.64 feet, and an arc length of 320.14 feet to a point of tangency, thence Southeasterly (S 33°17'56" E) a distance of 96.48 feet, thence along a tangent curve to the left, having a radius of 1750.00 feet, a chord direction of S 34°59'47" E, a chord length of 103.67 feet, and an arc length of 103.69 feet, thence South (S 00°03'04" W) a distance of 172.81 feet, to the point of beginning. Said tract containing 1.95 acres.



P.O.C.
SOUTHWEST CORNER OF
SECTION 19, T12N, R5W.I.M.,
CANADIAN COUNTY, OKLAHOMA
MONUMENT FOUND
3/8" IRON BAR

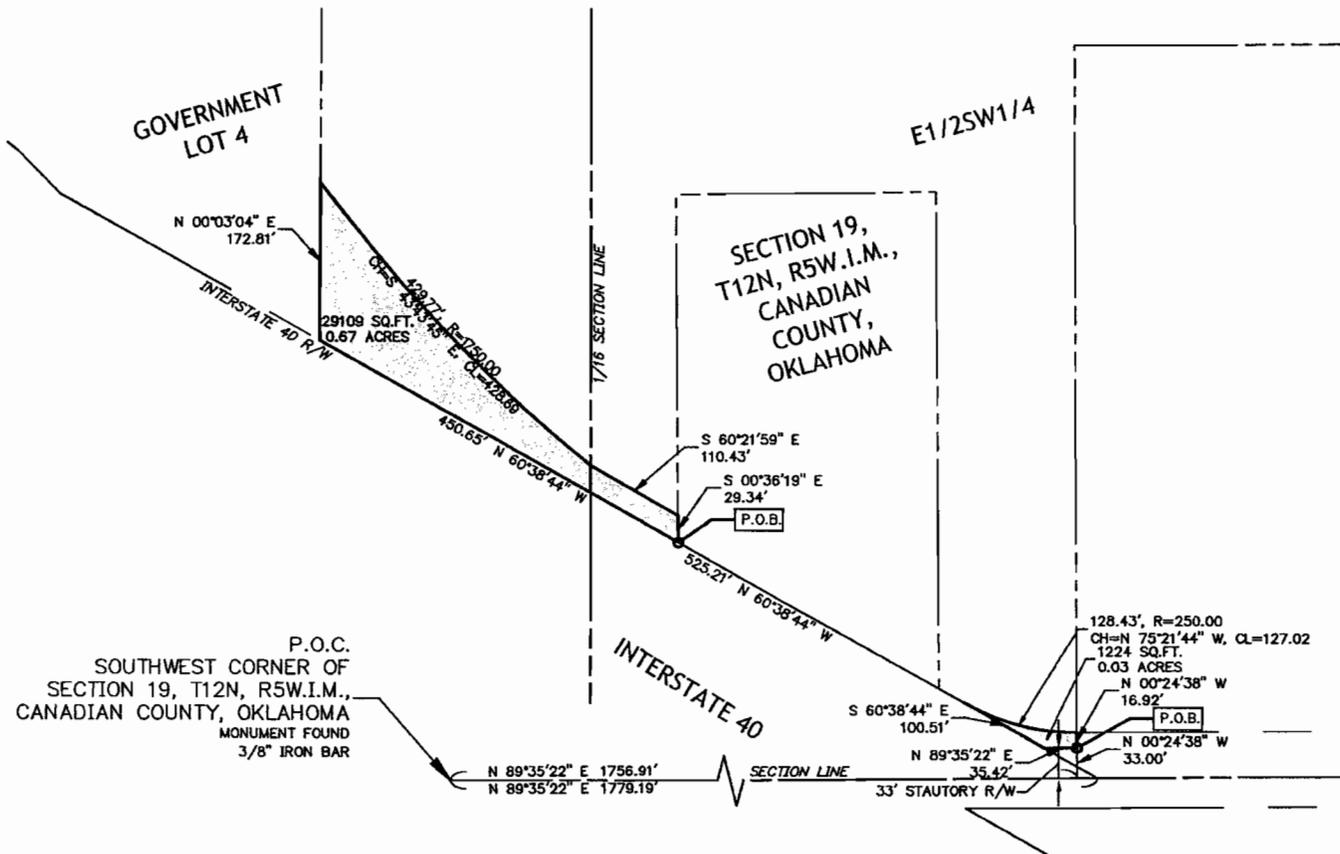
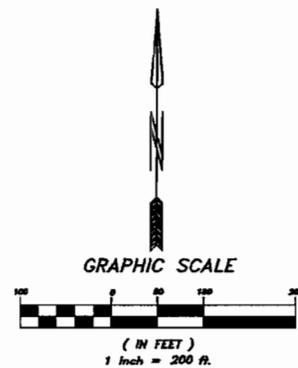
EXHIBIT "A" PROPOSED RIGHT-OF-WAY

Tract 5 & 6



LOCATION MAP

1"=2000'



LEGAL DESCRIPTION

A Right-of-Way situated in the East Half of the Southwest Quarter (E1/2SW1/4) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

Commencing at the Southwest corner of said Section 19, thence East (N 89°35'22" E) along the South boundary of said Section 19 a distance of 1756.91 feet, thence North (N 00°24'38" W) a distance of 33.00 feet to a point on the Statutory Right-of-Way and the point of beginning, thence continuing North (N 00°24'38" W) a distance of 16.92 feet, thence along a non-tangent curve to the right, having a radius of 250.00 feet, a chord direction of N 75°21'44" W, a chord length of 127.02 feet and an arc length of 128.43 feet to a point on the current North Right-of-Way of Interstate 40, thence Southeasterly (S 60°38'44" E) along said Interstate 40 Right-of-way a distance of 100.51 feet to a point on the statutory Right-of-Way, thence East (N 89°35'22" E) along said Statutory Right-of-Way a distance of 35.42 feet to the point of beginning. Said tract containing 0.03 acres.

And

A Right-of-Way situated in Government Lot Four (4) and the East Half of the Southwest Quarter (E1/2SW1/4) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

Commencing at the Southwest corner of said Section 19, thence East (N 89°35'22" E) along the South boundary of said Section 19 a distance of 1779.19 feet, thence Northwesterly (N 60°38'44" W) along the present North Right-of-Way of Interstate 40 a distance of 525.21 feet to the point of beginning, thence continuing Northwesterly (N 60°38'44" W) along said North Right-of-Way of Interstate 40 a distance of 450.65 feet, thence North (N 00°03'04" E) parallel with the West boundary of said Section 19 a distance of 172.81 feet, thence along a non-tangent curve to the left, having a radius of 1750.00 feet, a chord direction of S 43°43'45" E, a chord length of 428.69 feet and an arc length of 429.77 feet, thence Southeasterly (S 60°21'59" E) a distance of 110.43 feet, thence South (S 00°36'19" E) a distance of 29.34 feet, to the point of beginning. Said tract containing 0.67 acres.

WARRANTY DEED
Oklahoma Statutory Form

THIS INDENTURE is made this 6th day of April A.D., 2016 between OPITZ, INC., party of the first part, and The City of Yukon, Oklahoma, party of the second part. WITNESSETH, That in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does, by these presents, grant, bargain, sell and convey unto said party of the second part, The City of Yukon, its successors and assigns, all of the following described real estate situated in the County of Canadian, State of Oklahoma, to-wit:

See Attached "Exhibit A – Tract 4"

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever. And said party of the first part, does hereby covenant, promise and agree to and with said party of the second part, at the delivery of these presents that OPITZ, INC. is/are lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part against said party of the first part, its successors and assigns and all and every person or persons whomsoever, lawfully claiming or to claim the same. IN WITNESS WHEREOF, the said party of the first part has/have hereunto set his hand(s) the day and year first above written.

OPITZ, INC. by:


Rick Opitz

State of Oklahoma
County of Oklahoma

On this 6th day of April, 2016, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Rick Opitz to me known to be the identical person who executed the within and foregoing instrument as its Manager/President and acknowledged to me that he executed the same as his free and voluntary act and deed for the ~~uses and purposes~~ purposes therein set forth.

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



My Commission # 02018688 Expires 12/13/18 Commission # 02018688 Notary Public LouAnn Dutey

ACKNOWLEDGEMENT OF ACCEPTANCE OF WARRANTY DEED

Accepted by the **Yukon Municipal Authority** at its regularly scheduled meeting held April 19, 2016.

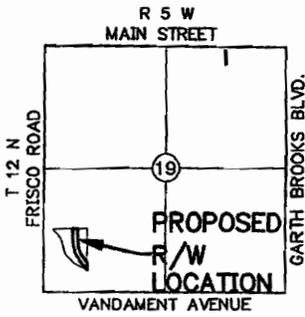
Chairman

ATTEST:

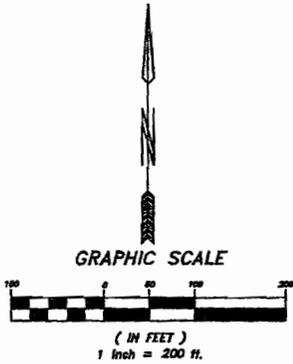
Secretary

EXHIBIT "A" PROPOSED RIGHT-OF-WAY

Tract 4



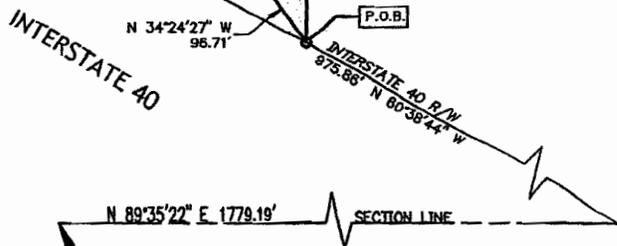
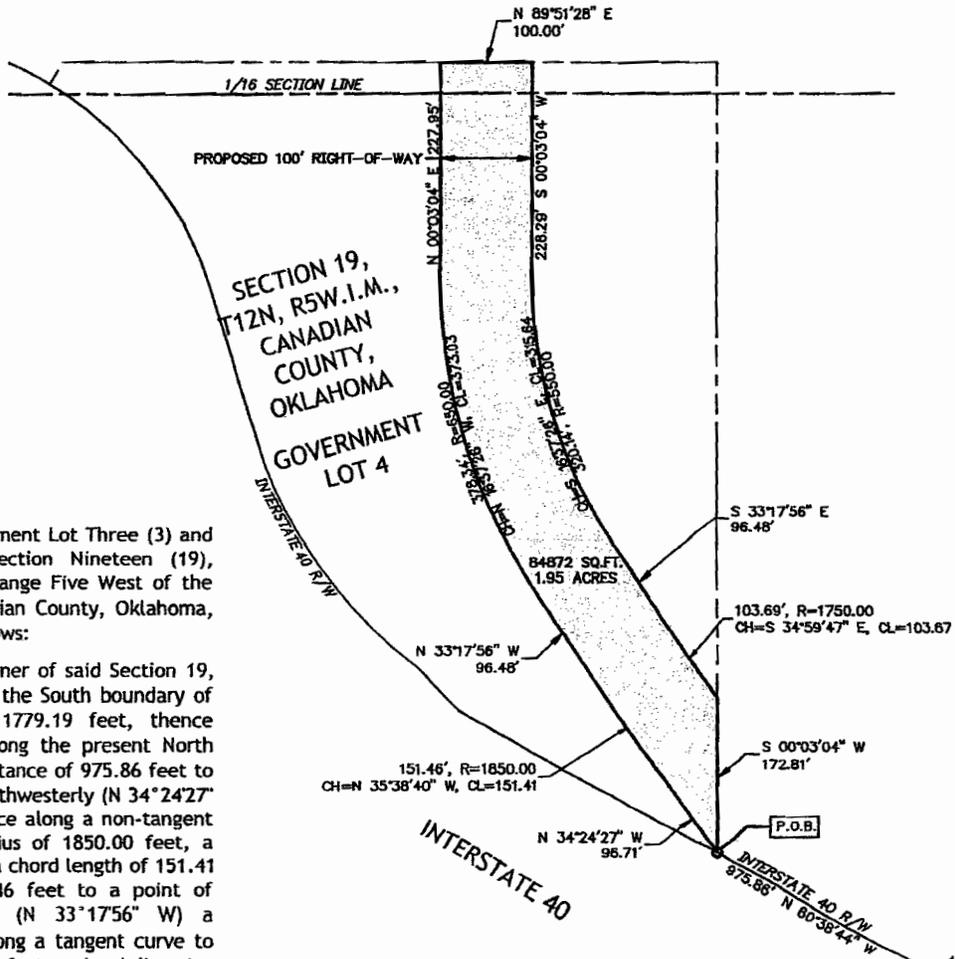
LOCATION MAP
1"=2000'



LEGAL DESCRIPTION

A Right-of-Way situated in Government Lot Three (3) and Government Lot Four (4) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

Commencing at the Southwest corner of said Section 19, thence East (N 89°35'22" E) along the South boundary of said Section 19 a distance of 1779.19 feet, thence Northwesterly (N 60°38'44" W) along the present North Right-of-Way of Interstate 40 a distance of 975.86 feet to the point of beginning, thence Northwesterly (N 34°24'27" W) a distance of 96.71 feet, thence along a non-tangent curve to the right, having a radius of 1850.00 feet, a chord direction of N 35°38'40" W, a chord length of 151.41 feet and an arc length of 151.46 feet to a point of tangency, thence Northwesterly (N 33°17'56" W) a distance of 96.48 feet, thence along a tangent curve to the right, having a radius of 650.00 feet, a chord direction of N 16°37'26" W, a chord length of 373.03 feet, and an arc length of 378.34 feet to a point of tangency, thence North (N 00°03'04" E) parallel with the West boundary of said Section 19 a distance of 227.95 feet, thence East (N 89°51'28" E) parallel with the North Boundary of said Government Lot 3 a distance of 100.00 feet, thence South (S 00°03'04" W) parallel with the West boundary of said Section 19 a distance of 228.29 feet, thence along a tangent curve to the left, having a radius of 550.00 feet, a chord direction of S 16°37'26" E, a chord length of 315.64 feet, and an arc length of 320.14 feet to a point of tangency, thence Southeasterly (S 33°17'56" E) a distance of 96.48 feet, thence along a tangent curve to the left, having a radius of 1750.00 feet, a chord direction of S 34°59'47" E, a chord length of 103.67 feet, and an arc length of 103.69 feet, thence South (S 00°03'04" W) a distance of 172.81 feet, to the point of beginning. Said tract containing 1.95 acres.



P.O.C.
SOUTHWEST CORNER OF
SECTION 19, T12N, R5W.I.M.,
CANADIAN COUNTY, OKLAHOMA
MONUMENT FOUND
3/8" IRON BAR

WARRANTY DEED
Oklahoma Statutory Form

THIS INDENTURE is made this 6th day of April A.D., 2016 between OPITZ, INC., party of the first part, and The City of Yukon, Oklahoma, party of the second part. WITNESSETH, That in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does, by these presents, grant, bargain, sell and convey unto said party of the second part, The City of Yukon, its successors and assigns, all of the following described real estate situated in the County of Canadian, State of Oklahoma, to-wit:

See Attached "Exhibit A – Tract 5 and 6"

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever. And said party of the first part, does hereby covenant, promise and agree to and with said party of the second part, at the delivery of these presents that OPITZ, INC. is/are lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part against said party of the first part, its successors and assigns and all and every person or persons whomsoever, lawfully claiming or to claim the same. IN WITNESS WHEREOF, the said party of the first part has/have hereunto set his hand(s) the day and year first above written.

OPITZ, INC. by:


Rick Opitz

State of Oklahoma
County of Oklahoma

On this 6th day of April, 2016, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Rick Opitz to me known to be the identical person who executed the within and foregoing instrument as its Manager/President and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



My Commission Expires: 12/13/18 Commission# 02018688 Notary Public Lou Ann Tuter

ACKNOWLEDGEMENT OF ACCEPTANCE OF WARRANTY DEED

Accepted by the **Yukon Municipal Authority** at its regularly scheduled meeting held April 19, 2016.

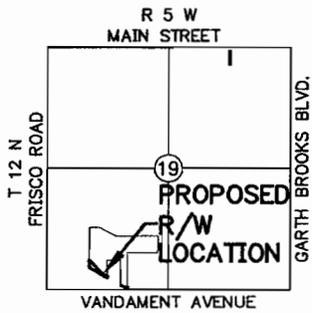
Chairman

ATTEST:

Secretary

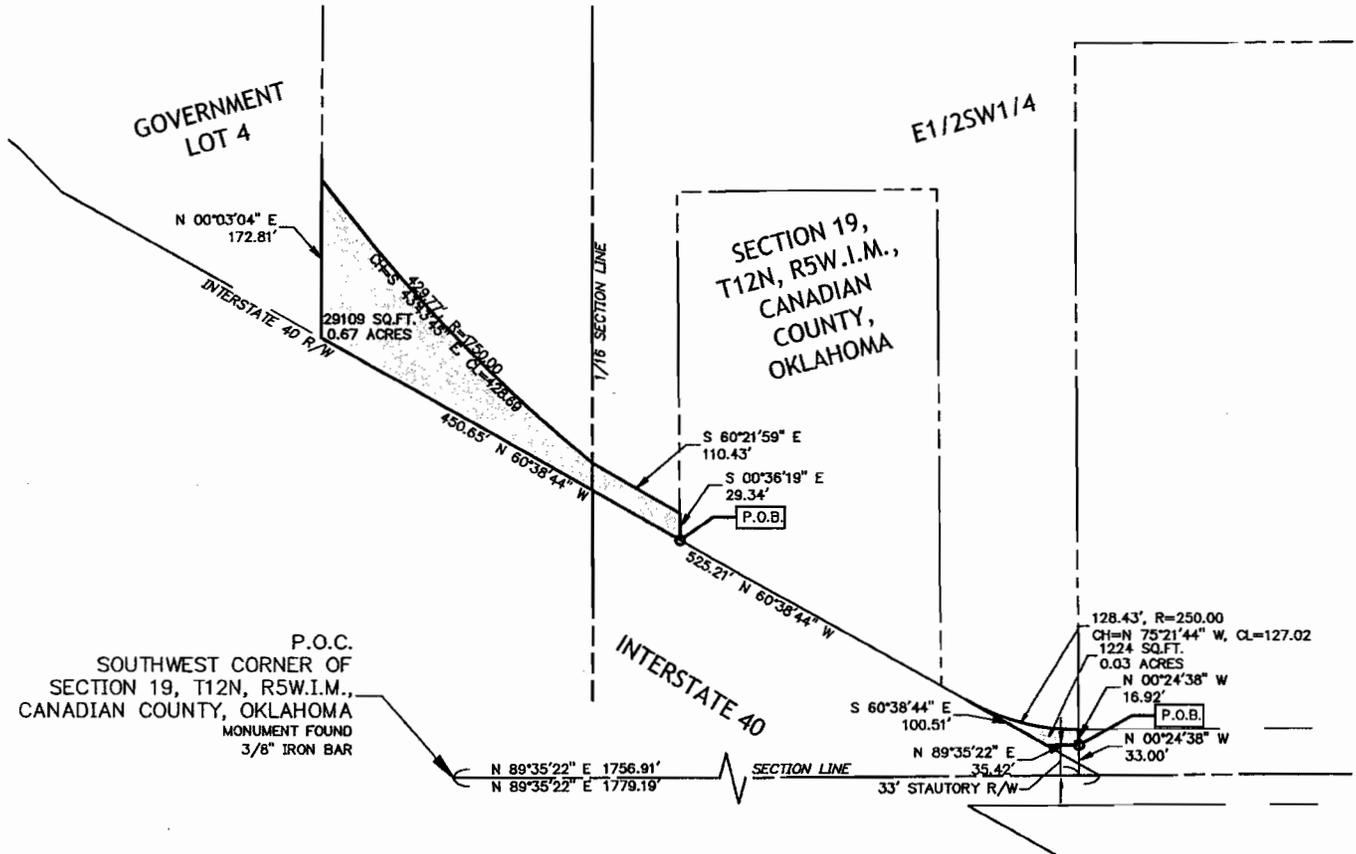
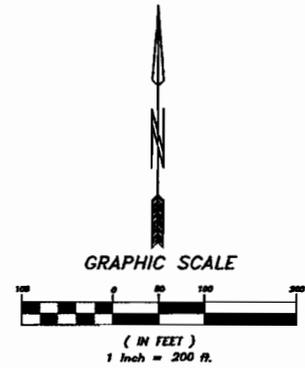
EXHIBIT "A" PROPOSED RIGHT-OF-WAY

Tract 5 & 6



LOCATION MAP

1"=2000'



LEGAL DESCRIPTION

A Right-of-Way situated in the East Half of the Southwest Quarter (E1/2SW1/4) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

Commencing at the Southwest corner of said Section 19, thence East (N 89°35'22" E) along the South boundary of said Section 19 a distance of 1756.91 feet, thence North (N 00°24'38" W) a distance of 33.00 feet to a point on the Statutory Right-of-Way and the point of beginning, thence continuing North (N 00°24'38" W) a distance of 16.92 feet, thence along a non-tangent curve to the right, having a radius of 250.00 feet, a chord direction of N 75°21'44" W, a chord length of 127.02 feet and an arc length of 128.43 feet to a point on the current North Right-of-Way of Interstate 40, thence Southeasterly (S 60°38'44" E) along said Interstate 40 Right-of-way a distance of 100.51 feet to a point on the statutory Right-of-Way, thence East (N 89°35'22" E) along said Statutory Right-of-Way a distance of 35.42 feet to the point of beginning. Said tract containing 0.03 acres.

And

A Right-of-Way situated in Government Lot Four (4) and the East Half of the Southwest Quarter (E1/2SW1/4) of Section Nineteen (19), Township Twelve North (T12N), Range Five West of the Indian Meridian (R5W.I.M.), Canadian County, Oklahoma, more particularly described as follows:

Commencing at the Southwest corner of said Section 19, thence East (N 89°35'22" E) along the South boundary of said Section 19 a distance of 1779.19 feet, thence Northwesterly (N 60°38'44" W) along the present North Right-of-Way of Interstate 40 a distance of 525.21 feet to the point of beginning, thence continuing Northwesterly (N 60°38'44" W) along said North Right-of-Way of Interstate 40 a distance of 450.65 feet, thence North (N 00°03'04" E) parallel with the West boundary of said Section 19 a distance of 172.81 feet, thence along a non-tangent curve to the left, having a radius of 1750.00 feet, a chord direction of S 43°43'45" E, a chord length of 428.69 feet and an arc length of 429.77 feet, thence Southeasterly (S 60°21'59" E) a distance of 110.43 feet, thence South (S 00°36'19" E) a distance of 29.34 feet, to the point of beginning. Said tract containing 0.67 acres.

**Yukon City Council Minutes
April 5, 2016**

The Yukon City Council met in regular session on April 5, 2016 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Pastor Mike Sparks, Yukon Church of Christ
The flag salute was given in unison.

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

OTHERS PRESENT:

Tammy DeSpain, Asst. City Manager	Doug Shivers, City Clerk
Mike Segler, City Attorney	Robbie Williams, City Engineer
Mitch Hort, Development Services Dir.	Gary Cooper, IT Director
Philip Merry, Acting City Treasurer	Arnold Adams, Public Works Director
Terri Peak, Utility Billing Supervisor	Jenna Roberson, PIO
Dana Deckard, Executive Admin. Assist.	Jerome Brown, IT Assistant

Presentations and Proclamations

Mayor Alberts presented a Proclamation declaring it "Autism Awareness Week" to Heather Small and her three children.

Visitors

Scott Kinney of Trinity Baptist Church welcomed everyone to a free medical clinic at the church on Tuesdays from 6-9 PM. He stated it is for those with no insurance and it is the only free clinic in Canadian County. He asked everyone to get the word out and the clinic is always in the need of donations and volunteers.

(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 March 15, 2016

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of March 15, 2016, was made by Trustee McEachern and seconded by Trustee Russell.

The vote:

AYES: McEachern, Yanda, Alberts, Russell, Smaistrla

NAYS: None

VOTE: 5-0

MOTION CARRIED

2A. Consider designating a tract of land being a part of the southeast quarter of Section 16, Township 12 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma (E. Main St. and Yukon Parkway), as surplus and authorizing its sale

The motion to approve designating a tract of land being a part of the southeast quarter of Section 16, Township 12 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma (E. Main St. and Yukon Parkway), as surplus and authorizing its sale was made by Trustee Smaistrila and seconded by Trustee Russell.

Mayor Alberts asked which piece of property is this. Mr. Crosby stated this is the property designated for the new city hall but at this time it is in the best interest of the city to sell the property and pay off the note. Mayor Alberts asked how the sale would be handled. Mr. Crosby stated through a commercial realtor. Mayor Alberts asked if they will help us establish a price and guide us through the process. Mr. Crosby stated yes.

The vote:

AYES: Alberts, McEachern, Smaistrila, Yanda, Russell

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 March 15, 2016**
- B) The minutes of the special meeting of March 29, 2016**
- C) Payment of material claims in the amount of \$563,840.15**
- D) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- E) Setting the date for the next regular Council meeting for April 19, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of March 15, 2016; the minutes of the Special Meeting of March 29, 2016; payment of material claims in the amount of \$563,840.15; designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade; and setting the date for the next regular Council meeting for April 19, 2016, 7:00 p.m. in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Smaistrila and seconded by Council Member Yanda.

The vote:

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

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

- 3. Consider approving Ordinance No. 1335, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Section 114-34 by providing for future increases in fees for water service and declaring an emergency.**

The motion to approve Ordinance No. 1335, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Section 114-34 by providing for future increases in fees for water service and declaring an emergency was made by Council Member McEachern and seconded by Council Member Russell.

Mr. Crosby gave a brief presentation of the City of OKC water capital projects that resulted in a cost increase to the water Yukon purchases and the need for a rate increase. Staff recommends the rate increase.

Council Member Russell asked if we are still under budget with a rate increase? Mr. Crosby stated yes and that OKC will be raising their rates in the next couple of years. Council Member McEachern asked if the shortfall can be covered. Mr. Crosby said yes, but the budget will be very tight. Council Member Yanda asked if the rate increase is strictly related to our increase in the cost of water from OKC. Mr. Crosby stated yes, this is water only. Council Member McEachern stated we are better off because we have a water reserve with OKC, other cities do not. Mr. Crosby stated that is correct and presently we have to blend our water because of arsenic levels. Mayor Alberts stated he is grateful to have this arrangement with OKC. Water has been an issue and the issue is not going away. He is thankful we can provide the community water. Mayor Alberts asked if we are on still on odd/even watering? Mr. Crosby stated yes it is permanent and follows OKC standards.

The vote:

AYES: Russell, McEachern, Alberts, Smaistrila, Yanda

NAYS: None

VOTE: 5-0

MOTION CARRIED

3A. Consider approving the Emergency Clause of Ordinance No. 1335

The motion to approve the Emergency Clause of Ordinance No. 1335 was made by Council Member McEachern and seconded by Council Member Yanda.

The vote:

AYES: McEachern, Yanda, Smaistrila, Russell, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 4. Consider approving the bid specifications and authorizing the City Engineer to solicit bids for the Year 15 Community Development Block Grant – Small Cities Set-Aside Concrete Roadway Replacement Improvement Project**

The motion to approve the bid specifications and authorizing the City Engineer to solicit bids for the Year 15 Community Development Block Grant – Small Cities Set-Aside Concrete Roadway Replacement Improvement Project, was made by Council Member McEachern and seconded by Council Member Russell.

The vote:

AYES: Alberts, Smaistrila, Yanda, McEachern, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 5. **Consider approving a Conditional Use Permit allowing the continuance of a variance to the height regulation for a flag pole located at Devon Storage, 1777 W. Vandament Ave., as recommended by the Planning Commission**

The motion to approve a Conditional Use Permit allowing the continuance of a variance to the height regulation for a flag pole located at Devon Storage, 1777 W. Vandament Ave., as recommended by the Planning Commission, was made by Council Member McEachern and seconded by Council Member Russell.

The vote:
AYES: Yanda, Smaistrila, McEachern, Alberts, Russell
NAYS: None
VOTE: 5-0
MOTION CARRIED

- 6. **Consider approving an application for a Final Plat for StoneGate Office Park, a tract of land lying in the Southeast Quarter (SE/4) of Section Thirty (30), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian, Yukon, Canadian County, Oklahoma (1601 Health Center Parkway), by StoneGate Partners, LLC, as recommended by the Planning Commission**

The motion to approve an application for a Final Plat for StoneGate Office Park, a tract of land lying in the Southeast Quarter (SE/4) of Section Thirty (30), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian, Yukon, Canadian County, Oklahoma (1601 Health Center Parkway), by StoneGate Partners, LLC, as recommended by the Planning Commission, was made by Council Member Yanda and seconded by Council Member McEachern.

The vote:
AYES: Smaistrila, Russell, Alberts, McEachern, Yanda,
NAYS: None
VOTE: 5-0
MOTION CARRIED

- 7. **Consider accepting additional right-of-way to allow for future intersection improvements for a tract of land situated in the Northwest quarter of Section Thirty-three (33), Township 12 North (T12N), Range 5 West (R5W) of the Indian Meridian, Oklahoma City, Canadian County, Oklahoma (1000 N. Czech Hall Road, Oklahoma City, OK (OnCue #122)), from Czech Hall Road LLC, as recommended by the Development Services Director**

The motion to accept additional right-of-way to allow for future intersection improvements for a tract of land situated in the Northwest quarter of Section Thirty-three (33), Township 12 North (T12N), Range 5 West (R5W) of the Indian Meridian, Oklahoma City, Canadian County, Oklahoma (1000 N. Czech Hall Road, Oklahoma City, OK (OnCue #122)), from Czech Hall Road LLC, as recommended by the Development Services Director, was made by Council Member McEachern and seconded by Council Member Russell.

The vote:
AYES: McEachern, Alberts, Yanda, Russell, Smaistrila
NAYS: None
VOTE: 5-0
MOTION CARRIED

8. **Consider accepting and approving a permanent easement for the existing sanitary sewer to service a tract of land situated in the Northwest quarter of Section Thirty-three (33), Township 12 North (T12N), Range 5 West (R5W) of the Indian Meridian, Oklahoma City, Canadian County, Oklahoma (1000 N. Czech Hall Road, Oklahoma City, OK (OnCue #122)), from Czech Hall Road LLC, as recommended by the Development Services Director**

The motion to accept and approve a permanent easement for the existing sanitary sewer to service a tract of land situated in the Northwest quarter of Section Thirty-three (33), Township 12 North (T12N), Range 5 West (R5W) of the Indian Meridian, Oklahoma City, Canadian County, Oklahoma (1000 N. Czech Hall Road, Oklahoma City, OK (OnCue #122)), from Czech Hall Road LLC, as recommended by the Development Services Director, was made by Council Member Russell and seconded by Council Member Yanda.

The vote:

AYES: Yanda, McEachern, Smaistrila, Russell, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

10. **Council Discussion**

Council Member McEachern thanked the autism group and is very appreciative of the Faith Clinic. He also stated that water will continue to be a major commodity.

Council Member Russell thanked Pastor Mike Sparks and Scott Kinney from Trinity. He also thanked all who participated tonight.

Council Member Smaistrila stated that Yukon is a wonderful town. Many want to do the right thing. We will continue on and get better every day. She also welcomed Mr. Crosby.

Council Member Yanda asked all citizens of Yukon to remain patient and positive as we work through this.

Mayor Alberts welcomed back Mr. Crosby and stated that we still have a lot of work at hand. He thanked Tammy DeSpain for all her tireless work as acting city manager as well as all the staff as the transition continues. We are moving forward. He asked citizens to bring their issues and information to the council meetings and share with the council. He encouraged the community to remain supportive. Regarding social media, please don't hit the "send" button if you would not want your grandmother to read it. The audit is continuing. We are still providing information. We will make the report available once it is completed.

11. **Adjournment**

John Alberts, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	83,403.21
36	Sales Tax Claims		23,170.95
64	Special Revenue Fund		83,262.62
70	Water & Sewer Enterprise		110,626.62
71	Sanitation Enterprise		38,751.50
73	Storm Water Enterprise		974.50
74	Grant Fund		342.45
		\$	<u>340,531.85</u>

The above foregoing claims have been passed and approved this 19th day of April 2016 by the Yukon City Council.

Doug Shivers, City Clerk

John Alberts, Mayor

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101 LEGISLATIVE						
16-65970	01-00101	City of Yukon (BankOne)ADM	copy paper	4/2016	Staples 7154103941	345.43
16-66030	01-00102	City of Yukon (BankOne)FIN	study session dinners	4/2016	Logan's 525947	155.00
16-66064	01-05342	Canadian Cty Clerk	filing fees	4/2016	Jan-Apr 2016	476.00
16-66040	01-31400	McAfee & Taft	Prof Srvc 02/24/16	4/2016	479395	216.00
16-66041	01-31400	McAfee & Taft	Prof Srvc 03/27/16	4/2016	480087	1,368.00
16-66035	01-62200	Yukon Chamber of Commerce	Contract Srvc - Apr '16	4/2016	10723	1,500.00
16-66034	01-62900	Yukon Review Inc.	Legal ad - ordinance 1336	4/2016	5176	20.05
16-66067	01-62900	Yukon Review Inc.	display/legal ads	4/2016	1972	1,589.40
16-66068	01-62900	Yukon Review Inc.	display/legal ads	4/2016	2625	753.70
16-66069	01-62900	Yukon Review Inc.	display/legal ads	4/2016	3248	464.00
16-66070	01-62900	Yukon Review Inc.	display/legal ads	4/2016	3834	292.20
16-66071	01-62900	Yukon Review Inc.	legal-PublicHearing	4/2016	4421	19.20
16-66072	01-62900	Yukon Review Inc.	Birthday Bash ad	4/2016	4944	225.00
16-66073	01-62900	Yukon Review Inc.	legal ad-Ord #1336	4/2016	51786	20.05
16-66074	01-62900	Yukon Review Inc.	legal ad-Ord #1335	4/2016	5281	15.15
DEPARTMENT TOTAL:						7,459.18
DEPARTMENT: 102 ADMINISTRATION						
16-65810	01-00101	City of Yukon (BankOne)ADM	Office Supplies	4/2016	Staples 02687	59.97
DEPARTMENT TOTAL:						59.97
DEPARTMENT: 103 INSURANCE						
16-66031	01-01320	American Bankers Insurance	Flood Ins-501 Wagner Rd	4/2016	25658480732015 '16	1,746.00
16-66032	01-45010	Rich & Cartmill, Inc.	Public Emp Blanket Bond	4/2016	261412	962.00
DEPARTMENT TOTAL:						2,708.00
DEPARTMENT: 106 FIRE DEPARTMENT						
16-65699	01-00105	City of Yukon (BankOne)FD	Mueggenborg- clothing	4/2016	S&S Textiles 42183	896.50
16-65701	01-00105	City of Yukon (BankOne)FD	Pappe - polo,tshirt,short	4/2016	S&S Textiles 42182	171.00
16-65790	01-00105	City of Yukon (BankOne)FD	Noel - polo,tshirts,short	4/2016	S&S Textiles 42220	361.50
16-65791	01-00105	City of Yukon (BankOne)FD	Noel-station boots 9.5W	4/2016	Galls 5754333-1	133.95
16-65874	01-00105	City of Yukon (BankOne)FD	Chief Jones- IAFC dues	4/2016	IAFC 238833	239.00
16-65792	01-05395	Casco Industries, Inc.	Noel - station pants x 2	4/2016	167716	198.00
16-65875	01-46940	Sam's Club Direct-G.E.Capit	coffee, tea	4/2016	2085	198.96
16-65785	01-90710	Garage Door Systems Inc.	St 2 W. side Middle door	4/2016	7366	209.00
DEPARTMENT TOTAL:						2,407.91

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 107 POLICE DEPARTMENT						
16-65662	01-00111	City of Yukon (BankOne)PD	office supplies	4/2016	Staples 7153673148	249.69
16-65935	01-1	Stanard & Associates	sgt exams	4/2016	S&A SA000031037	355.00
16-65972	01-36720	OK Dept of Public Safety	OLETS user fee	4/2016	04-1613139	350.00
16-65617	01-48410	Special Ops Uniforms, Inc	ties/nameplates	4/2016	246949	63.95
16-65934	01-57776	West Yukon Animal Hospita	vet services	4/2016	040116	285.61
DEPARTMENT TOTAL:						1,304.25
DEPARTMENT: 108 STREET DEPARTMENT						
16-65864	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	4/2016	Clean 50761100	58.03
16-65923	01-00180	City of Yukon (BankOne)PW	uniforms, rental	4/2016	Clean 50762250	58.11
16-65384	01-47670	SignalTek, Inc.	upgrade cameras	4/2016	11470	6,500.00
DEPARTMENT TOTAL:						6,616.14
DEPARTMENT: 109 MUNICIPAL COURT						
16-65514	01-00106	City of Yukon (BankOne)CRT	Office Supplies	4/2016	Staples 7154132047	64.91
16-65922	01-00106	City of Yukon (BankOne)CRT	Postage	4/2016	USPS 051	28.77
16-66033	01-58115	Wheatley Segler Osby & MillMun	Prosecution-Mar'16	4/2016	16684	3,200.50
DEPARTMENT TOTAL:						3,294.18
DEPARTMENT: 111 TECHNOLOGY						
16-65857	01-00123	City of Yukon (BankOne)TEC	Plexar Srvc	4/2016	AT&T 032116	627.74
16-65858	01-00123	City of Yukon (BankOne)TEC	Toner	4/2016	InkCartri 80587226	133.00
16-65860	01-00123	City of Yukon (BankOne)TEC	Badge Holder	4/2016	ID Super 100003655	45.19
16-65863	01-00123	City of Yukon (BankOne)TEC	HP Toner	4/2016	CDW-G CRM2279	61.98
16-65973	01-00123	City of Yukon (BankOne)TEC	Auction Fees FB'16	4/2016	Public Surp 702242	186.23
16-65974	01-00123	City of Yukon (BankOne)TEC	APC Cable	4/2016	CDW-G CQJ0029	272.00
16-65988	01-00123	City of Yukon (BankOne)TEC	RBC7 Replacement Battery	4/2016	Inte 1902003006141	230.60
16-65855	01-06710	Coast To Coast Computer	ProHP Toner	4/2016	1469475	385.00
16-65861	01-06710	Coast To Coast Computer	ProHP toner	4/2016	1469764	474.00
16-65862	01-06710	Coast To Coast Computer	ProHP Toner	4/2016	1469476	336.00
16-66018	01-06900	Cox Communications	Long Distance Service	4/2016	04012016	19.95
16-65649	01-08520	Dell	Equal Logic Maint Renewal	4/2016	XJWW7FPR1	2,302.49
16-66019	01-27720	Kronos, Inc.	Kronos Timkeeping Charge	4/2016	11044658	775.94
16-65804	01-40840	Presidio Networked	Service Hours	4/2016	6021116002691	625.00
16-65983	01-48885	Superior Office Systems	Copier Rental Charge	4/2016	11020	4,316.85
16-65859	01-72890	Rhonda Massey	Mileage Reimbursement	4/2016	032416	12.96
16-65984	01-90912	InfoBytes, Inc.	Annual Renewal for Map	4/2016	4654	1,140.00
16-65932	01-92202	Vermont Systems, Inc.	Rec Trac Maintenance	4/2016	49951	5,206.90
DEPARTMENT TOTAL:						17,151.83

FUND: 01 - General Fund

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 112 DEVELOPMENT SERVICES						
16-65702	01-00107	City of Yukon (BankOne)CMD	Leadership Training	4/2016	Pollo de R 0123975	127.71
16-65954	01-48844	Stiner Brothers, LLC	Abatement services	4/2016	806-2016	375.00
16-66029	01-71222	Audrey Fitzsimmons	Lunch-Leadership Conf	4/2016	03242016	15.43
DEPARTMENT TOTAL:						518.14
DEPARTMENT: 113 LIBRARY						
16-64372	01-00108	City of Yukon (BankOne)LIB	Program Supplies-All ages	4/2016	Wal-Mart 02491	14.44
16-65808	01-00108	City of Yukon (BankOne)LIB	Postage for ILL	4/2016	USPS 090	66.77
16-65807	01-74800	Sara Schieman	Mileage February & March	4/2016	032916	145.26
DEPARTMENT TOTAL:						226.47
DEPARTMENT: 114 PROPERTY MAINTENANCE						
16-65864	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	4/2016	Clean 50761100	30.32
16-65885	01-00180	City of Yukon (BankOne)PW	window tint	4/2016	Auto FX 28682	190.00
16-65923	01-00180	City of Yukon (BankOne)PW	uniforms, rental	4/2016	Clean 50762250	34.54
16-66065	01-06750	Clearwater Enterprises, LLC	SrvCity Bldgs-13/16	4/2016	8476-24061603	464.32
16-66037	01-37200	OK Gas & Electric	Service Several Locations	4/2016	4-11-16 712 Oak	239.22
16-66038	01-37200	OK Gas & Electric	Srvc-Comb Bill-Mar '16	4/2016	04-08-16	31,089.76
16-66066	01-37200	OK Gas & Electric	Service-1350 W Main	4/2016	04/13/16 1350 W Ma	27.52
16-66043	01-37600	OK Natural Gas Co	Service Combined Billing	4/2016	03-31-16	2,770.12
16-66044	01-37600	OK Natural Gas Co	Service Several Locations	4/2016	4-5-16 10 S 5th	2,793.99
DEPARTMENT TOTAL:						37,639.79
DEPARTMENT: 115 HUMAN RESOURCES						
16-66036	01-25000	The Journal Record	RFP Notice Auditors	4/2016	742682207	21.15
16-65976	01-31420	McBride Orthopedic	Drug Screen post accident	4/2016	12911	57.00
DEPARTMENT TOTAL:						78.15
DEPARTMENT: 116 PARK ADMINISTRATION						
16-65661	01-00110	City of Yukon (BankOne)REC	ads for Senior Games	4/2016	Facebook 03312016	300.00
16-65842	01-00110	City of Yukon (BankOne)REC	Festival lunch	4/2016	Wal-Mart 05078	39.12
16-65843	01-00110	City of Yukon (BankOne)REC	Senior Games	4/2016	Wal-Mart 06475	56.18
16-65841	01-37910	OK Tax Commission	Chisholm Trail Vendors	4/2016	06042016	50.00
16-65839	01-47660	Shred-it US JV LLC	Document shredding	4/2016	9409862482	9.69
16-65241	01-62900	Yukon Review Inc.	Baby Crawl Ads	4/2016	3834	189.00
16-65242	01-62900	Yukon Review Inc.	Daddy Daughter Dance ads	4/2016	3834	189.00
16-65297	01-62900	Yukon Review Inc.	ads Chocolate Festival	4/2016	3834	189.00
16-65550	01-62900	Yukon Review Inc.	Fish out Ad	4/2016	4421	189.00
16-66067	01-62900	Yukon Review Inc.	display/legal ads	4/2016	1972	756.00
16-66068	01-62900	Yukon Review Inc.	display/legal ads	4/2016	2625	378.00
DEPARTMENT TOTAL:						2,344.99

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 117		PARK MAINTENANCE					
16-65864	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	4/2016	Clean 50761100	33.28	
16-65923	01-00180	City of Yukon (BankOne)PW	uniforms, rental	4/2016	Clean 50762250	33.28	
DEPARTMENT TOTAL:						66.56	
DEPARTMENT: 118		RECREATION FACILITIES					
16-65189	01-00110	City of Yukon (BankOne)REC	Bingo supplies	4/2016	Party Galax 207510	98.80	
16-65963	01-00110	City of Yukon (BankOne)REC	snacks-Kids Day Out	4/2016	Wal-Mart 04876	49.54	
16-65703	01-03090	Ben E. Keith Foods	DRC Lunches	4/2016	63051452	1,196.51	
16-65838	01-1	Joe Mays	rental refund	4/2016	JM 38839	182.80	
DEPARTMENT TOTAL:						1,527.65	
FUND TOTAL:						83,403.21	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501 SALES TAX CAPITAL IMPROV						
16-63615	01-04450	Brodart	Children's Standing Order	4/2016	B4281755	40.12
16-64946	01-04450	Brodart	Adult Standing Order	4/2016	B4326175	66.12
16-65032	01-04450	Brodart	Children's Materials	4/2016	B4350388	33.91
16-65504	01-04450	Brodart	Adult Fiction Materials	4/2016	B4345895	15.25
16-66005	01-06100	Chester the Clown & Crew, IFOC	Pony rides	4/2016	02112016	3,360.00
16-65890	01-07390	Crosslands A & A Rent-All	STable rental FOC	4/2016	46049-6	450.00
16-65969	01-1	Champlin Broadcasting	Birthday Bash Advertising	4/2016	CB MCC-116031958	300.00
16-65902	01-27395	Kidshine LLC- Mad Science	Mad Science Booth	4/2016	131652	675.00
16-64792	01-40740	Possum Grape RHK	Adult non fiction materia	4/2016	240 RHK-9683	90.86
16-64944	01-44395	Recorded Books, LLC	Audio Book Standing Order	4/2016	75303447	372.10
16-66042	01-50700	Triad Design Group	A/E I-40 Frisco Rd Inter	4/2016	9650	5,472.59
16-65901	01-90113	Jennifer Ford	FOC Facepainters	4/2016	228	450.00
16-65898	01-90501	Extreme Animals, LLC	Animal Show	4/2016	53	700.00
16-65889	01-91302	Mobile Laser Forces	Laser Tag	4/2016	INV-CIT-5-7-16 CG	650.00
16-65897	01-91700	Curt Gunz	FOC performer	4/2016	12695	650.00
16-65899	01-91707	Brendan Parker Music	FOC performer	4/2016	BPM050716	350.00
16-65900	01-91712	Kristie Patton	Princess party FOC	4/2016	001	650.00
DEPARTMENT TOTAL:						14,325.95
DEPARTMENT: 502 ECONOMIC DEVELOPMENT						
16-65992	01-07390	Crosslands A & A Rent-All	SRestroom Rental	4/2016	43934-7	315.00
16-65772	01-11640	EmbroidMe	Goody Bags - Promo	4/2016	7225	230.00
16-65813	01-15440	Frontier Country	OK Travel Guide	4/2016	7778	8,300.00
DEPARTMENT TOTAL:						8,845.00
FUND TOTAL:						23,170.95

FUND: 64 - Special Revenue

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 110 TRANSFERS FROM RESERVES						
16-65562	01-91920	Smithey Environmental Servi	Debris Grinding	4/2016	92260	79,100.00
DEPARTMENT TOTAL:						79,100.00
DEPARTMENT: 123 SPECIAL EVENT REVENUE						
16-65621	01-00101	City of Yukon (BankOne)ADM	CIP Houses	4/2016	Lowe's 02478	17.24
16-65812	01-00101	City of Yukon (BankOne)ADM	Food Supplies	4/2016	Homeland 032780	98.24
16-66069	01-62900	Yukon Review Inc.	display/legal ads	4/2016	3248	428.00
DEPARTMENT TOTAL:						543.48
DEPARTMENT: 128 PARK & EVENTS SPEC REVENU						
16-65754	01-62900	Yukon Review Inc.	Taste of Yukon Ad	4/2016	4944	189.00
DEPARTMENT TOTAL:						189.00
DEPARTMENT: 144 LIBRARY STATE AID						
16-65685	01-00108	City of Yukon (BankOne)LIB	Lodging and Meals - OLA a	4/2016	Hyatt Regency 0734	187.01
DEPARTMENT TOTAL:						187.01
DEPARTMENT: 146 LIBRARY GRANT REVENUE						
16-65652	01-04450	Brodart	Children's Fiction/non fi	4/2016	B4345896	135.40
16-65720	01-16230	Gale Group Inc	Large Print Standing Orde	4/2016	Gale/Ceng 57756824	203.32
DEPARTMENT TOTAL:						338.72
DEPARTMENT: 167 POLICE DEPT SPECIAL REVEN						
16-66067	01-62900	Yukon Review Inc.	display/legal ads	4/2016	1972	1,612.00
16-65933	01-63050	Yukon Trophy & Awards, Inc.	graphics for vehicles	4/2016	316399	905.00
16-64521	01-71217	Cooper Finch	meals at Cleet	4/2016	03182016	166.26
16-64523	01-75727	Victor Soliz	meals at Cleet	4/2016	031816	221.15
DEPARTMENT TOTAL:						2,904.41
FUND TOTAL:						83,262.62

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201 WATER DISTRIBUTION						
16-65864	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	4/2016	Clean 50761100	41.30
16-65865	01-00180	City of Yukon (BankOne)PW	CNG fuel	4/2016	Love's 53709	14.95
16-65866	01-00180	City of Yukon (BankOne)PW	CNG fuel	4/2016	Love's 54304	20.52
16-65910	01-00180	City of Yukon (BankOne)PW	CNG fuel	4/2016	Love's 56833	16.45
16-65923	01-00180	City of Yukon (BankOne)PW	uniforms, rental	4/2016	Clean 50762250	41.30
16-65927	01-00180	City of Yukon (BankOne)PW	CNG fuel	4/2016	Love's 58481	15.63
16-65946	01-00180	City of Yukon (BankOne)PW	pikepass for Arnold Adams	4/2016	PikePa 20160392280	2.20
16-65977	01-00180	City of Yukon (BankOne)PW	CNG fuel	4/2016	Love's 60871	15.27
16-65999	01-00180	City of Yukon (BankOne)PW	CNG fuel	4/2016	Love's 61816	22.37
16-66027	01-00180	City of Yukon (BankOne)PW	CNG fuel	4/2016	Love's 63647	18.98
DEPARTMENT TOTAL:						208.97
DEPARTMENT: 202 UTILITY BILLING						
16-65864	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	4/2016	Clean 50761100	22.01
16-65923	01-00180	City of Yukon (BankOne)PW	uniforms, rental	4/2016	Clean 50762250	22.01
16-65993	01-08350	DataProse LLC	Bill Processing	4/2016	DP1600949	5,821.93
16-65856	01-91802	Ricoh USA	Annual Maint Renewal	4/2016	5041030719	1,789.20
DEPARTMENT TOTAL:						7,655.15
DEPARTMENT: 203 TREATMENT AND SUPPLY						
16-65924	01-55800	Veolia Water North America Service for Apr '16		4/2016	00056692	95,671.93
16-65937	01-57420	Waste Connections of Oklaholandfill fees Mar 2016		4/2016	21950	3,355.55
16-65938	01-57425	Waste Connections of Oklahohauling fees for Mar 16		4/2016	1626942	3,465.00
DEPARTMENT TOTAL:						102,492.48
DEPARTMENT: 204 FLEET MAINTENANCE						
16-65864	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	4/2016	Clean 50761100	39.16
16-65911	01-00180	City of Yukon (BankOne)PW	CNG fuel	4/2016	Love's 54243	15.08
16-65912	01-00180	City of Yukon (BankOne)PW	oil, air, fuel, hyd filte	4/2016	NAPA 629620	8.03
16-65923	01-00180	City of Yukon (BankOne)PW	uniforms, rental	4/2016	Clean 50762250	49.20
16-65978	01-00180	City of Yukon (BankOne)PW	CNG fuel	4/2016	Love's 60854	15.40
16-66000	01-00180	City of Yukon (BankOne)PW	CNG fuel	4/2016	Love's 61231	16.19
16-66026	01-00180	City of Yukon (BankOne)PW	CNG fuel	4/2016	Love's 63083	22.96
16-65939	01-29525	Locke Welding	demurrage	4/2016	R4642	104.00
DEPARTMENT TOTAL:						270.02
FUND TOTAL:						110,626.62

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 301		SANITATION					
16-65388	01-00180	City of Yukon (BankOne)PW	Bucket for Skid Steer	4/2016	Warren Ct S0451701	1,683.00	
16-65747	01-00180	City of Yukon (BankOne)PW	DEF for San trucks	4/2016	Hampel Oi 90773607	410.15	
16-65803	01-00180	City of Yukon (BankOne)PW	latch plates	4/2016	KNL Holdings 31025	277.63	
16-65864	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	4/2016	Clean 50761100	56.53	
16-65912	01-00180	City of Yukon (BankOne)PW	oil, air, fuel, hyd filte	4/2016	NAPA 629620	124.43	
16-65923	01-00180	City of Yukon (BankOne)PW	uniforms, rental	4/2016	Clean 50762250	52.31	
16-65930	01-08910	DesertMicro	Software Maintenance	4/2016	CY1208-SMA-0006	6,187.18	
16-65936	01-57420	Waste Connections of Oklaho	Landfill Fees for 3/16	4/2016	21949	29,960.27	
DEPARTMENT TOTAL:						38,751.50	
FUND TOTAL:						38,751.50	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
16-66039	01-06377	City of Oklahoma City	Mar '16 haz waste collect	4/2016	170316	118.50
16-66068	01-62900	Yukon Review Inc.	display/legal ads	4/2016	2625	856.00
DEPARTMENT TOTAL:						974.50
FUND TOTAL:						974.50

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 120		EMERGENCY MGMT GRANTS				
16-65881	01-90503	EOC Technology Center	CPR Kit & Cards	4/2016	EOC Tech 20160173	135.37
DEPARTMENT TOTAL:						135.37
DEPARTMENT: 126		T&R-TRAILS PROGRAM GRANT				
16-65955	01-31305	Maxwell Supply	Materials for Lights	4/2016	03312016	9.66
DEPARTMENT TOTAL:						9.66
DEPARTMENT: 133		KEEP OK BEAUTIFUL GRANTS				
16-65966	01-00110	City of Yukon (BankOne)REC	flowers-KOB Grant	4/2016	Lowe's 20615	197.42
DEPARTMENT TOTAL:						197.42
FUND TOTAL:						342.45
GRAND TOTAL:						340,531.85

Technology Item Listing - April 19, 2016

Item #	Description	Model No	Serial Number	Dept
100007	Dell 15' Monitor 1704FPT†	1704FPT†	CN-0Y4299-71618-5AD-BCBM	Tech



Oklahoma Municipal Assurance Group

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

March 31, 2016

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

RE: Member : City of Yukon
Claimant : Albert Manning
Date of Loss : 1/15/2016
Claim No. : 201586-KW

Dear Mr. Shivers:

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

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

Thus to begin the 180-day statute of limitations prior to 4/26/16, you must deny this claim in writing before 4/26/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

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

Sincerely,

Kyle Waid
Claims Adjuster



Oklahoma Municipal Assurance Group

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

March 31, 2016

~~Albert Manning
1109 Kingsway Ave
Yukon, OK 73099~~

RE: Member : City of Yukon
Claimant : Albert Manning
Date of Loss : 1/15/2016
Claim No. : 201586-KW

Dear Mr. Manning:

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

A municipality may be liable only if it had prior notice of a defect or problem and failed to take appropriate remedial action within a reasonable time before the damage occurred.

The City of Yukon had no notice of this issue prior to your incident. Based on this information we are recommending denial of this claim to the City of Yukon.

Sincerely,

Kyle Waid
Claims Adjuster

City of Yukon

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) – MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the CITY OF YUKON, OKLAHOMA
Public entity you are filing the claim against.

PLEASE PRINT OR TYPE AND SIGN

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

CLAIMANT(S) ALBERT D. MANNING CLAIMANT(S) SOCIAL SECURITY NO. [REDACTED]
ADDRESS 1109 KINGSWAY AVE CLAIMANT(S) DATE OF BIRTH [REDACTED] Circle: M F
YUKON, OK 73099 PHONE: HOME (405) 354 6006 BUS (405) 590-3721

- DATE AND TIME OF INCIDENT 01/15/2016 (Exact Date Required) 20:30 () a.m. (X) p.m. (Continue on another sheet if needed for any information requested)
- LOCATION OF INCIDENT PARKING LOT OF DALE ROBERTSON CENTER
- DESCRIBE INCIDENT AS I BACKED OUT OF PARKING SPOT THE ROBAR STUCK UP FROM THE CONCRETE PARKING BARRIER CAUSING THE FRONT PASSENGER SIDE OF THE WIND DAM + RIPPED IT LOOSE.
- LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES ___ NO If yes, complete this section

Describe injury _____
WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ___ NO If so, please provide Employer info.

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

MEDICARE/MEDICAID/SOCIAL SECURITY DISABILITY:

Is there any Social Security Disability involvement ___ Yes No
Has any medical bill been paid or will be paid by Medicare/Medicaid? ___ Yes No. If so, list Medicare/Medicaid Number. Medicare/Medicaid Number _____
If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I 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 Act 42 U.S.C§1395y.

Medicare/Medicaid Beneficiary Name (please print) _____ Medicare/Medicaid Beneficiary Name Signature _____

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

VEHICLE YEAR 2012 MAKE HYUNDA MODEL SONATA (SLI)

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

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or estimates if available) \$ 725.45
LIST OTHER DAMAGES CLAIMED \$ _____

5. NAME OF YOUR INSURANCE CO. <u>USA A</u>	POLICY NO. _____	AMOUNT CLAIMED \$ <u>0</u>	AMOUNT RECEIVED \$ <u>0</u>
--	------------------	----------------------------	-----------------------------

6. The names of any witnesses known to you:

<u>ELIINA LEB MANNING</u>	<u>1109 KINGSWAY AVE</u>	<u>YUKON, OK 73099</u>	<u>405.833.7051</u>
Name	Address		Phone Number
_____	_____	_____	_____
Name	Address		Phone Number

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

TOTAL CLAIM.....\$ 725.45

Albert D. Manning
SIGNATURE(S)

01-22-2016
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 JAN 27, 20 16

For further information on this claim contact SAME

(Title) _____, by telephone at (405) 350 3922

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

ESTIMATE; OWNER'S TITLE TO VEHICLE; CLAIMANT'S PHOTOS

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: DOUG SHIVERS Date 1/27/, 20 16

Title: CITY CLERK

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

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



**CAR CRAFT AUTO BODY LLC -
BETHANY**

Workfile ID: fcdaba48
Federal ID: 27-1619058

"Committed to Excellence While Taking the Hassle
out of Collision Repair"
7315 N.W.39th Expressway, BETHANY, OK 73008
Phone: (405) 787-7167
FAX: (405) 787-4808

Preliminary Estimate

Customer: Manning, Albert

Job Number:

Written By: Kevin Tilley

Insured: Manning, Albert
Type of Loss:
Point of Impact: 01 Right Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Manning, Albert

Inspection Location:
CAR CRAFT AUTO BODY LLC - BETHANY
7315 N.W.39th Expressway
BETHANY, OK 73008
Repair Facility
(405) 787-7167 Business

Insurance Company:

VEHICLE

Year: 2012	Body Style: 4D SED	VIN: 5NPEC4AC4CH367326	Mileage In: 78005
Make: HYUN	Engine: 4-2.4L-FI	License: 2DV145	Mileage Out:
Model: SONATA LIMITED	Production Date: 1/2011	State: OK	Vehicle Out:
Color: Int:	Condition:	Job #:	

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Tinted Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Steering Wheel Touch Controls
Telescopic Wheel
Home Link

RADIO

AM Radio
FM Radio
Stereo

CD Player
Auxiliary Audio Connection
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device

ROOF

Electric Glass Sunroof
Skyview Roof

SEATS

Bucket Seats
Leather Seats
Heated Seats
Rear Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Traction Control
Stability Control
Signal Integrated Mirrors
Power Trunk/Gate Release

Preliminary Estimate

Customer: Manning, Albert

Job Number:

Vehicle: 2012 HYUN SONATA LIMITED 4D SED 4-2.4L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	*	Rpr Bumper cover				3.0	2.8
3		Add for Clear Coat					1.1
4		O/H bumper assy				2.4	
5		Repl Lower deflector	865913S000	1	31.56	Incl.	
6		Repl RT Side retainer	865143S000	1	13.52	0.1	
7	#	Repl Flex additive		1	5.00 X		
8	#	Subl Hazardous Waste		1	5.00		
9		FRONT LAMPS					
10		Repl RT Fog lamp bulb	1864935009	1	15.08	0.2	
SUBTOTALS					70.16	5.7	3.9

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			65.16
Body Labor	5.7 hrs @	\$ 49.00 /hr	279.30
Paint Labor	3.9 hrs @	\$ 49.00 /hr	191.10
Paint Supplies	3.9 hrs @	\$ 39.00 /hr	152.10
Body Supplies	3.3 hrs @	\$ 4.00 /hr	13.20
Miscellaneous			5.00
Subtotal			705.86
Sales Tax	\$ 230.46 @	8.5000 %	19.59
Grand Total			725.45
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			725.45

THIS IS A PRELIMINARY ESTIMATE ONLY. ADDITIONAL CHARGES MAY BE NECESSARY AFTER WORK HAS STARTED AND HIDDEN DAMAGE IS FOUND.

SIGNED _____.

DATE _____.

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Preliminary Estimate

Customer: Manning, Albert

Job Number:

Vehicle: 2012 HYUN SONATA LIMITED 4D SED 4-2.4L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 1/15/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

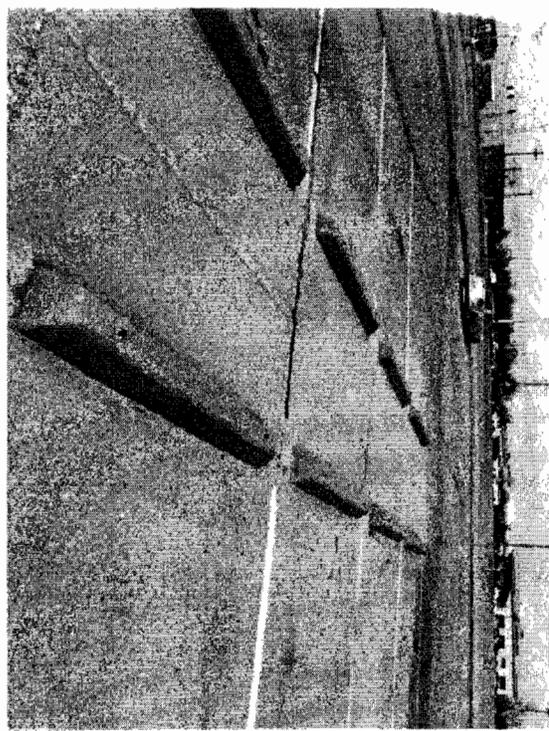
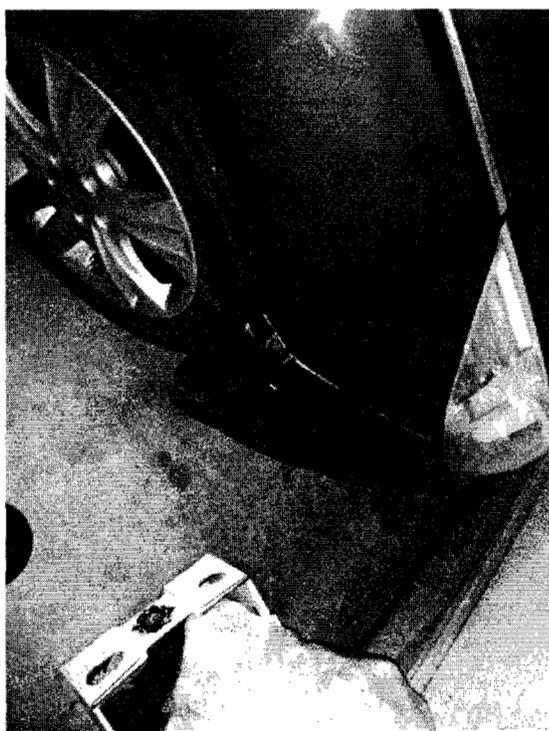
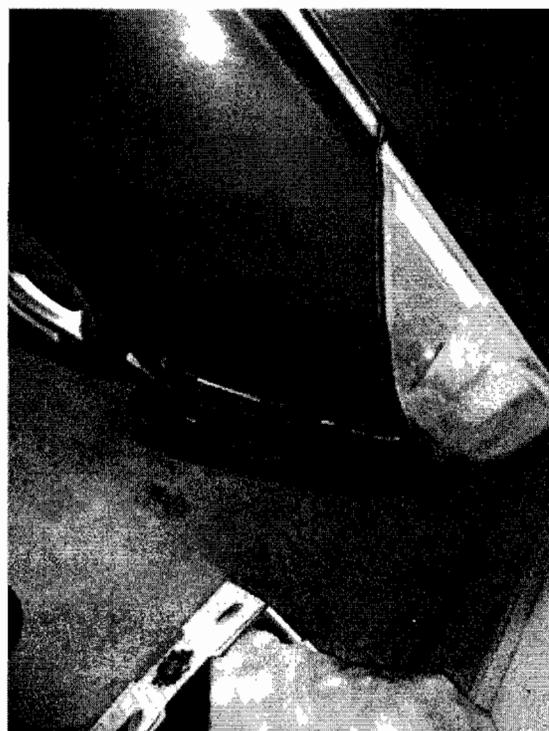
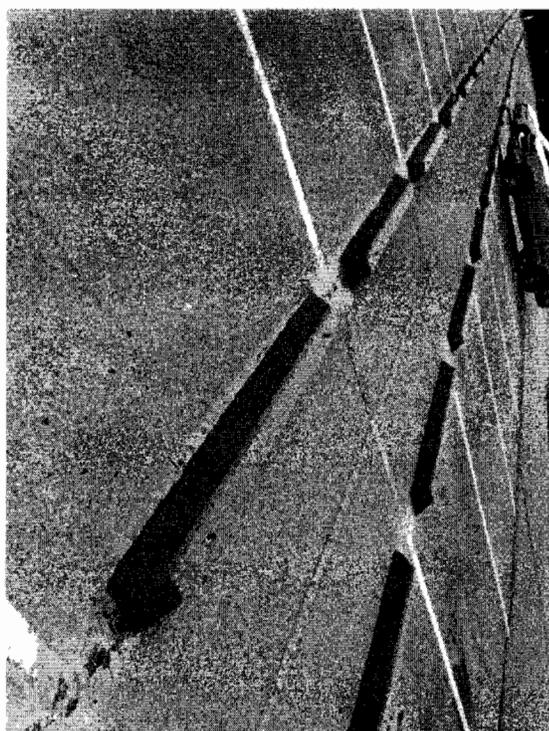
OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



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
	Ward AL	2019
Cathy Wright	Ward 3	2016
Joe Baumann	Ward 4	2016

Library Board

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

*Members of Ladies' Library Club are appointed by same

Traffic Commission

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

Economic Development Auth.

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

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Richard Russell, Representative
Ken Smith, Alternate

Senior Citizens

Ray Wright, Representative
John Alberts, Alternate

ACOG

Mike McEachern, Member
Richard Russell, Alternate

COWRA

Genie Vinson, Representative
Larry Taylor, Alternate

Sister City Committee

Illona Morris
Terry Beaver
Nancy Novosad
Edwin Sheddeck