



**CITY COUNCIL AGENDA**  
**August 18, 2015**

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

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Yukon City Council / Yukon Municipal Authority Work Session  
Conference Room - Centennial Building - 12 South 5<sup>th</sup> Street  
August 18, 2015 – 6:00 p.m.

**There is no work session preceding the August 18, 2015 City Council Meeting.  
However, Council will be taking pictures with DEQ at 6:45pm.**

# City Council - Municipal Authority Agendas

August 18, 2015 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

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The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, August 17, 2015.

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**Invocation:** Pastor Mark Borseth, Resurrection Lutheran

**Flag Salute:**

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

**Public Hearing** to Receive Input for the Public regarding annexation of the NE/4 and part of the NW/4 of Section 24, T12N-R6W, Canadian County, Oklahoma (proposed Yukon Sports Complex)

## Presentations and Proclamations

Oklahoma Department of Environmental Quality (DEQ) Presentation

## 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 August 4, 2015**
- B) Payment of material claims in the amount of \$143,770.31**

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

**2A. Consider authorizing an agreement with Government Capital Corporation to provide for the continuation of the City's Master Lease Program, contingent upon final approval by the City Attorney, as recommended by the City Manager**

**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 August 4, 2015**
- B) Payment of material claims in the amount of \$396,505.23**
- 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. 200524-ME from Bob Shawcross, as recommended by the Oklahoma Municipal Assurance Group**
- E) Renewal of the Agreement for Services between the City of Yukon and Sister Cities International, for the term of July 1, 2015 through June 30, 2016 at a cost of \$425.00**
- F) Renewal of the Agreement for Services between the City of Yukon and Oklahoma Czechs, Inc., for the term of July 1, 2015 through June 30, 2016, at a cost of \$1,455.00**
- G) Renewal of the Agreement for Services between the City of Yukon and Compassionate Hands, Inc. for the term of July 1, 2015 through June 30, 2016 at a cost of \$12,000.00**
- H) Renewal of the Agreement for Services between the City of Yukon and FSW&B, for audit services for the year ended June 30, 2015, in an amount not to exceed \$27,500.00**
- I) Setting the date for the next regular Council meeting for September 1, 2015, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

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

- 2. Consider approving Ordinance 1323, an Ordinance increasing the corporate limits of the City of Yukon, and designating an area of approximately 253 acres south of Main Street and west of Frisco Road, in the north half, section 24, township 12 north range 6 west, I.M., Canadian County, Oklahoma for such increase; and determining that the area for such an increase is considered to be within the corporate limits of the City of Yukon; providing an effective date; and repealing all ordinances, or parts of ordinances in conflict herewith; and providing that if any part or portions hereof are invalid or ineffective, the remaining portions shall not be affected; and declaring an emergency**

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

- 2a. Consider approving the Emergency Clause of Ordinance No. 1323**

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

3. Consider approving Resolution 2015-13, a resolution honoring the memory of Frosty Peak and commemorating his years of dedicated service to the City of Yukon, its Emergency Management Department and its citizens by naming after him the City of Yukon Emergency Operations Center

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

4. Consider approving a Conditional Use Permit from A-Max Sign Company on behalf of Hideaway Pizza for a 55 foot sign at 1701 Shedeck Parkway, Yukon, OK, as recommended by the Planning Commission

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

5. Consider approving a Final Plat for Popeye’s Restaurant, a tract of land being part of Lot One (1), Block Nineteen (19), Canadian Heights 6<sup>th</sup> Addition, to the City of Yukon, Canadian County, Oklahoma (1205 Garth Brooks Blvd.), as recommended by the Planning Commission

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

6. Consider approving a Final Plat of River Mesa 2, a tract of land situated within a portion of the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian (I.M) in Yukon, Canadian County, Oklahoma, as recommended by the Planning Commission

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

7. Consider accepting the Fire Line and Fire Hydrant and placing the Maintenance Bonds into effect to serve Raising Cain’s restaurant, 1127 Garth Brooks Blvd., as recommended by the City Engineer

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

8. Consider accepting the Paving and Drainage improvements and placing the maintenance Bonds into effect to serve Frisco Ridge Phase II, South of Hwy 66 and East of Frisco Rd., as recommended by the City Engineer

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

9. Consider accepting the Sanitary Sewer Line improvements and placing the Maintenance Bonds into effect to serve Frisco Ridge Phase II, South of Hwy 66 and East of Frisco Rd., as recommended by the City Engineer

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

10. Consider accepting the Public Water Line improvements and placing the Maintenance Bonds into effect to serve Frisco Ridge Phase II, South of Hwy 66 and East of Frisco Rd., as recommended by the City Engineer

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

11. Consider accepting a fee-in-lieu of on-site detention in the amount of \$2,500.00 from Popeye's Restaurant, 1205 Garth Brooks Blvd., as recommended by the City Engineer

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

12. Consider approving Resolution 2015-14, a resolution authorizing the calling and holding of a special election in the City of Yukon, County of Canadian, State of Oklahoma, to be held on the 10<sup>th</sup> Day of November, 2015 for the purpose of submitting to the qualified Electors of the City of Yukon, Oklahoma, the question of whether the proposed amendments to the City Charter, Section 35 and subsection A, Section 36, of the City of Yukon, should be ratified, approved and adopted, which proposed amendments would be different from the present Charter by changing the Candidacy filing period and the date of the Primary Election to nominate Candidates for City Council to succeed the Council Members whose terms are expiring to be changed to conform to State Law; Setting forth the proposition to be voted upon; directing the City Clerk to cause this resolution to be published in a newspaper of general circulation in the City; directing the City Clerk to deliver a copy of this resolution to the Secretary of the Canadian County Election Board and to furnish said board a current map of the City, a copy of the City Charter, as it relates to the conduct of elections, and any other information required by law or necessary for conducting said election

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

13. Consider approving an expenditure of funds, in an amount not to exceed \$129,500.00, for the transportation and installation of the Christmas Lights and Displays for Christmas in the Park, to be completed by Echelawn Complete Lawn & Landscape, LLC, beginning August 31, 2015 thru November 13, 2015, to be paid from Hotel/Motel Use Tax, as recommended by the Deputy Director of Parks & Recreation

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

14. Consider authorizing an agreement with Government Capital Corporation to provide for the continuation of the City's Master Lease Program, contingent upon final approval by the City Attorney, as recommended by the City Manager

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

15. City Manager's Report – Information items only
  - A. Sales Tax
  - B. Health Center Parkway ribbon cutting

16. New Business

17. Council Discussion

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

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

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

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

- 20. Consider a motion to direct the Development Services Director to issue a Conditional Use Permit to ERS Telecom for construction of a 170 foot monopole west of Kali Avenue and North 11<sup>th</sup> Street, provided ERS satisfies the conditions set forth:**
- 1. The City of Yukon will issue a Conditional Use Permit to ERS Telecom for construction of a 170 foot monopole west of Kali Avenue and North 11<sup>th</sup> Street, provided ERS satisfies the conditions set forth below.**
  - 2. ERS will construct and access road from the City street into the property. The access road will be 50 feet in length, 12 feet in width, concrete and constructed to City/ODOT standards, including standards for adequate drainage. The plans for access road shall be approved by the City's staff. The remaining roadway within the site will consist of crushed gravel or stone.**
  - 3. ERS will construct an 8 foot fence, with slats for screening, around the tower and any guy wire anchors.**
  - 4. ERS will place a locked gate at the property line so no unauthorized persons can use the roadway.**
  - 5. ERS will place a "No Trespassing" sign, with a 24 hour contact number prominently displayed at the entrance to the site.**
  - 6. "As built" plans will be submitted by ERS to the City after completion of construction.**
  - 7. If the tower is not in use for more than 6 consecutive months, it will be removed at ERS' expense. The vegetation at the site will be restored as closely as possible to its condition prior to the removal of the tower. If ERS does not remove the tower, it will be removed by the City, and the vegetation restored, at ERS' expense.**

**ACTION**

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- 21. Adjournment**



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

August 5, 2015

Mr. Doug Shivers  
City Clerk  
P.O. Box 850500  
Yukon, OK 73085

Dear Mr. Shivers,

On behalf of the Oklahoma Department of Environmental Quality (DEQ), you are cordially invited to a ceremony to recognize the City of Yukon for their efforts in a community wide clean-up project. The ceremony will be held at the Centennial Building located at 12 South Fifth Street, Yukon, Oklahoma, at 7 p.m., August 18, 2015 during the Yukon Council Meeting.

This event commemorates the coordination and completion of a successful environmental cleanup. This effort has been made possible through a partnership of DEQ, Land Protection Division, Keep Oklahoma Beautiful and leaders from the Eastern Shawnee Tribe.

Please inform us of your attendance at this media event. Should you have any questions, please contact Skylar McElhaney at (405) 702-7167.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott A. Thompson", with a long horizontal line extending to the right.

Scott A. Thompson  
Executive Director



**Yukon Municipal Authority Minutes  
August 4, 2015**

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

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

**1A. YMA Consent Docket**

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

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

- A) The minutes of the regular meeting of July 21, 2015**
- B) Payment of material claims in the amount of \$299,396.79**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of July 21, 2015; and payment of material claims in the amount of \$299,396.79, was made by Trustee Russell and seconded by Trustee Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**2A. Consider approving Amendment Three to the Agreement for Operations, Maintenance and Management Services with Veolia Water North America-Central, LLC, allowing for Change of Scope and a new fee for 2015-16 of \$1,148,063.00, to take effect July 1, 2015, as recommended by the Public Works Director**

The motion to approve Amendment Three to the Agreement for Operations, Maintenance and Management Services with Veolia Water North America-Central, LLC, allowing for Change of Scope and a new fee for 2015-16 of \$1,148,063.00, to take effect July 1, 2015, as recommended by the Public Works Director, was made by Council Member Smaistrla and seconded by Council Member Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

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

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

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

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

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

ITEM	ITEM NO.
<u>8/3/15</u>	<u>\$57,254.63</u>
<u>Frisco Road Interchange</u>	<u>AMOUNT</u>
DATE	PURPOSE

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

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

Authorized Officer

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

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

Attest:

\_\_\_\_\_  
Secretary



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

Invoice No. 9402  
 Project No. E248.00  
 Statement No. 11  
 Date: August 3, 2015  
 CIT220

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

Design Fee: \$750,000.00

Architectural and Engineering Services through July 25, 2015

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

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

Survey (\$75,000.00)

Completed to Date: \$75,000.00 x 77.0% = \$57,808.00

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

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

Traffic Study (\$50,000.00)

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

Environmental Study (\$125,000.00)

Completed to Date: \$125,000.00 x 28.0% = \$35,000.00

Roadway Design (\$300,000.00)

Completed to Date: \$300,000.00 x 22% = \$66,000.00

Hydraulics/Hydrology (\$25,000.00)

Completed to Date: \$25,000.00 x 5% = \$1,250.00

	241,058.00
Less Previous Billing	183,803.37
Amount Due	\$57,254.63

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

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

STATE OF OKLAHOMA SS  
COUNTY OF OKLAHOMA

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

*Kula Wray*  
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

3rd day of August, 2015

*Krista Dobbs*  
Notary Public (or Clerk or Judge)



My Commission Expires: March 13, 2016

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

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

**Invoice**

Date	Invoice #
6/24/2015	4961

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

E248.00  
P.M. S. DAVIS  
SLD 7-28-15

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

Hours	Description	Hourly Rate	Amount
0.5	CAD Technician. June 15, 2015	75.00	37.50
1.5	CAD Technician. June 16, 2015	75.00	112.50
4	CAD Technician, June 17, 2015	75.00	300.00
9.5	CAD Technician. June 18, 2015	75.00	712.50
6	CAD Technician. June 19, 2015	75.00	450.00
0.5	Professional Land Surveyor	125.00	62.50
6	CAD Technician, June 23, 2015	75.00	450.00
8	CAD Technician, June 24, 2015	75.00	600.00
5	CAD Technician. June 25, 2015	75.00	375.00
5	CAD Technician, June 26, 2015	75.00	375.00
0.5	Professional Land Surveyor	125.00	62.50
6	Field Crew (two person). Profile Level. June 29, 2015	130.00	780.00
4.5	CAD Technician, July 1, 2015	75.00	337.50
1	Professional Land Surveyor	125.00	125.00
2	CAD Technician, July 6, 2015	75.00	150.00
8.5	CAD Technician. July 8, 2015	75.00	637.50
4	Field Crew (two person). Check bridge and level finished floors. July 10, 2015	130.00	520.00
5.5	CAD Technician, July 10, 2015	75.00	412.50
0.5	Professional Land Surveyor	125.00	62.50
5	CAD Technician. July 13, 2015	75.00	375.00
2	CAD Technician. July 14, 2015	75.00	150.00
3	CAD Technician, July 17, 2015	75.00	225.00
I-40 and Frisco Road. Yukon, Oklahoma			

Thank you for your business.	<b>Total</b>	\$7,312.50
Service charge of 1 1/2 percent of balance may be applied after invoice due date.	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$7,312.50

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



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

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

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

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

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

ITEM	ITEM NO.
<u>8/6/15</u> <u>Prairie West Boulevard</u>	<u>\$ 83,428.52</u>
DATE	PURPOSE
	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

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

Attest:

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

Authorized Officer

\_\_\_\_\_  
Secretary

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



August 7, 2015

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

**Re: Prairie West Boulevard  
Water, Sanitary Sewer, Storm Sewer and Paving  
Estimate #13**

Dear Mr. Bottom:

Please find attached Brewer Construction Oklahoma, LLC Yukon Claim #2015-39 for the above referenced project in an amount of \$83,428.52 for which we recommend payment.

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

Respectfully Submitted,

Robbie Williams, P.E.

RW/rd

Attachment

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

**Brewer Construction Oklahoma, LLC**  
 8301 SW 84  
 P.O. Box 88457 • Oklahoma City, OK 73148-0457  
 405-787-4962  
 Fax: 405-495-8972

August 6th, 2015

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

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

Yukon Claim # 2015 - 39

Estimate # 13

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

Fire Hydrant Complete Testing & Disinfection	3 Ea.	0	3	3	\$	2,880.00	\$	8,640.00
2" Air Vacuum Release Valve	1419 L.F.	0	1419	1419	\$	1.80	\$	2,554.20
Solid Slab Sodding 200sy + Washed River Sand	1 Ea.	0	1	1	\$	1,866.00	\$	1,866.00
Sanitary Sewer	473 S.Y.	473	475.07	473	\$	2.25	\$	1,064.25
Sanitary Sewer	635 Ton	0	475.07	475.07	\$	16.00	\$	7,601.12
ODOT Type A Agg Base	1141 Ton	0	1437.98	1437.98	\$	37.50	\$	53,924.25
Trenching 0 - 10'	1172 L.F.	0	1228	1228	\$	16.00	\$	19,648.00
Trenching 10 - 15'	290 L.F.	0	346	346	\$	24.00	\$	8,304.00
4' Dia. Manhole	5 Ea.	0	5	5	\$	1,250.00	\$	6,250.00
8" Sanitary Sewer Pipe	1462 L.F.	0	1574	1574	\$	18.50	\$	29,119.00
Extra Depth Manhole	20 V.F.	0	15.5	15.5	\$	120.00	\$	1,860.00
Sanitary Sewer Testing	1462 L.F.	0	1574	1574	\$	1.10	\$	1,731.40
12" Steel Casing By Trenching	80 L.F.	0	92	92	\$	50.00	\$	4,600.00
Solid Slab Sod 200sy + Storm Sewer & Paving	813 S.Y.	813	813	813	\$	2.25	\$	1,829.25
Unclassified Excavation	5964 C.Y.	0	9707	9707	\$	17.00	\$	165,019.00
Select Borrow	3743 C.Y.	0	2457	2457	\$	20.00	\$	5,898.80
Silt Fence	11227 L.F.	0	274	274	\$	2.40	\$	32,880.00
Lime	274 Ton	0	12671	12671	\$	120.00	\$	55,752.40
6" Lime Treated Subgrade	25342 S.Y.	0	1839.69	1839.69	\$	4.40	\$	57,950.24
Type A Agg Base	993 Ton	0	9400	10500	\$	31.50	\$	40,000.00
6" PC Concrete Paving ( Dowelled )	11119 S.Y.	1100	18900	21000	\$	40.00	\$	220,500.00
1" Add1 6" PC Concrete Paving	22238 S.Y.	2200	23	23	\$	10.50	\$	391.00
Structural Excavation Unclassified	23 C.Y.	0	99.1	99.1	\$	17.00	\$	44,595.00
3500 PSI Concrete	102 C.Y.	0	72169	72169	\$	450.00	\$	125,000.00
Flowable Fill	11 C.Y.	0	0	0	\$	1.25	\$	58.00
Reinforcing Steel	77884 Lbs.	6000	0	0	\$	8.00	\$	3,016.00
Type 1 Plain Rip Rap	3 C.Y.	377	0	377	\$	10.00	\$	65,990.00
6" Integral Curb	377 L.F.	289	6300	6598	\$	42.00	\$	220,000.00
8" Integral Curb	6599 L.F.	0	0	0	\$	72.00	\$	4,320.00
4" Sidewalk	1230 S.Y.	0	0	0	\$	7.50	\$	21,555.00
Handicap Ramp	128 S.Y.	60	2874	2371	\$	8.80	\$	20,864.80
Driveway	128.5 S.Y.	0	2874	2371	\$	8.80	\$	20,864.80
Concrete Pavement Removal	2808 S.Y.	0	284	284	\$	8.75	\$	1,917.00
Curb Removal	2371 L.F.	0	284	284	\$	8.75	\$	1,917.00
Sew Cutting	259 L.F.	0	284	284	\$	8.75	\$	1,917.00

CICI Des 2-0	2 Ea.	0	2	2	\$	2,080.00	\$	4,180.00
CICI Des 2-1	6 Ea.	0	7	7	\$	2,790.00	\$	19,530.00
CICI Des 2-2	2 Ea.	0	2	2	\$	3,250.00	\$	6,500.00
18" RCP 22x13 Equivalent	516 L.F.	0	944	944	\$	56.00	\$	52,864.00
24" RCP 28x18 Equivalent	260 L.F.	0	224	224	\$	69.00	\$	15,456.00
30" PVC Sewer Pipe 36x22 Equiv.	244 L.F.	0	244	244	\$	90.00	\$	21,960.00
36" RCP 43x28 Equivalent	316 L.F.	0	316	316	\$	105.00	\$	33,180.00
6" Sewer Pipe	648 L.F.	0	394	394	\$	18.50	\$	6,338.00
Crushed Rock 1 1/2"	556 Ton	0	408.99	408.99	\$	31.50	\$	12,883.19
Washed River Sand	350 Ton	0	0	0	\$	15.00	\$	-
Trenching 0-10'	3577 L.F.	0	3061	3061	\$	16.00	\$	48,976.00
2" PVC Schl. 80	1493 L.F.	0	1333	1333	\$	8.00	\$	7,998.00
3" Steel Handrail	7 L.F.	0	0	0	\$	86.25	\$	-
OKla. Registered Surveyor	41 Hrs.	0	37	37	\$	110.00	\$	4,070.00
Traffic Control	1 L.S.	0	0.8	0.8	\$	1,400.00	\$	1,120.00
<b>Extra Work No Pay Items</b>						<b>Total Completed</b>		<b>1,707,955.92</b>
ODEQ Permit	1 L.S.	0	1	1	\$	2,400.00	\$	2,400.00
Mail Box Remove & Replace	4 Ea.	0	1.5	1.5	\$	600.00	\$	900.00
Colored & Stamped Concrete	2275 L.F.	0	0	0	\$	16.00	\$	-
						<b>Total Completed</b>		<b>3,300.00</b>

Total Completed: \$ 1,711,255.92  
 Less 5% Retainage \$ (85,562.80)  
 Less Previously Paid \$ (1,542,264.80)  
 Total Due Estimate # 13 \$ 83,428.52

*VOC NBS*

Thank You  
 Brewer Construction Oklahoma LLC  
  
 Kevin Brewer

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

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

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

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

<i>Professional Service Industries, Inc.</i>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>7/31/15</i>	<i>Prairie West Boulevard</i>	<i>\$3,087.16</i>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date \_\_\_\_\_

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

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

Attest:

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

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

\_\_\_\_\_  
 Secretary

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



August 11, 2015

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

**Re: Prairie West Boulevard**

Dear Mr. Bottom:

Please find attached PSI, Inc. Invoice #00383116 in an amount of \$3,087.16 for which we recommend payment.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "RW", is written over the text "Respectfully Submitted,". Below the signature, the name "Robbie Williams, P.E." is printed in a standard font.

Robbie Williams, P.E.

RW/jh

Attachment

cc: Larry Mitchell, YEDA  
Arnold Adams, Yukon PWD  
J.I. Johnson, Yukon City Treasurer  
File 232/Pay Claims



**Engineering • Consulting • Testing**

**Professional Service Industries, Inc.**  
www.psiusa.com

OKLAHOMA CITY CS DEPT  
OKLAHOMA CITY, OK 73129-5647  
(405) 632-8800

Federal ID 37-0962090

TRIAD DESIGN GROUP  
3020 NW 149TH STREET  
OKLAHOMA CITY OK 73134

CITY OF YUKON  
PO BOX 850500  
YUKON OK 73085

Customer #	Purchase Order	PSI Project Number	Date	Invoice #	Page
913942		05461245	07/31/15	00383116	0001

Project: PRAIRIE WEST BOULEVARD

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
06/29/15	05461245-13	CON, COMPST-6X12" CYL (EA)	4.00	21.25	85.00
06/29/15	05461245-13	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
06/30/15	05461245-14	CON, COMPST-6X12" CYL (EA)	4.00	21.25	85.00
06/30/15	05461245-14	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
07/01/15	05461245-15	ENGINEERING TECH. CON (HR)	3.00	59.75	179.25
07/01/15	05461245-15	TRIP CHARGE (EA)	1.00	29.00	29.00
07/01/15	05461245-15	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
07/01/15	05461245-15	CON, COMPST-6X12" CYL (EA)	4.00	21.25	85.00
07/01/15	05461245-15	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
07/02/15	05461245-16	ENGINEERING TECH. CON (HR)	3.00	59.75	179.25
07/02/15	05461245-16	TRIP CHARGE (EA)	1.00	29.00	29.00
Invoice Total:					*Continued*

**TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS.**

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
913942	00383116	05461245	

**Professional Service Industries, Inc.**  
7192 Solutions Center  
Chicago, IL 60677-7001



**Engineering • Consulting • Testing**

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www.psiusa.com

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Customer #	Purchase Order	PSI Project Number	Date	Invoice #	Page
913942		05461245	07/31/15	00383116	0002

Project: PRAIRIE WEST BOULEVARD

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
07/02/15	05461245-16	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
07/02/15	05461245-16	CON, COMPST-6X12" CYL (EA)	4.00	21.25	85.00
07/02/15	05461245-16	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
07/03/15	05461245-17	SAMPLE/CYL PICKUP (HR)	3.00	59.75	179.25
07/03/15	05461245-17	TRIP CHARGE (EA)	1.00	29.00	29.00
07/23/15	05461245-18	ENGINEERING TECH, CON (HR)	3.00	59.75	179.25
07/23/15	05461245-18	TRIP CHARGE (EA)	1.00	29.00	29.00
07/23/15	05461245-18	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
07/23/15	05461245-18	CON, COMPST-6X12" CYL (EA)	4.00	21.25	85.00
07/23/15	05461245-18	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
07/24/15	05461245-19	ENGINEERING TECH, CON (HR)	4.00	59.75	239.00
Invoice Total:					*Continued*

**TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS.**

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Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
913942	00383116	05461245	

**Professional Service Industries, Inc.**  
7192 Solutions Center  
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Customer #	Purchase Order	PSI Project Number	Date	Invoice #	Page
913942		05461245	07/31/15	00383116	0003

Project: PRAIRIE WEST BOULEVARD

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
07/24/15	05461245-19	TRIP CHARGE (EA)	1.00	29.00	29.00
07/24/15	05461245-19	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
07/24/15	05461245-19	CON, COMPST-6X12" CYL (EA)	4.00	21.25	85.00
07/24/15	05461245-19	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
07/25/15	05461245-20	SAMPLE/CYL PICKUP OT (HR)	3.00	89.50	268.50
07/25/15	05461245-20	TRIP CHARGE (EA)	1.00	29.00	29.00
07/28/15	05461245-21	ENGINEERING TECH, CON (HR)	4.00	59.75	239.00
07/28/15	05461245-21	TRIP CHARGE (EA)	1.00	29.00	29.00
07/28/15	05461245-21	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
07/29/15	05461245-22	ENGINEERING TECH, CON (HR)	3.00	59.75	179.25
07/29/15	05461245-22	TRIP CHARGE (EA)	1.00	29.00	29.00

Invoice Total: \*Continued\*

**TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS.**

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
913942	00383116	05461245	

Professional Service Industries, Inc.  
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Customer #	Purchase Order	PSI Project Number	Date	Invoice #	Page
913942		05461245	07/31/15	00383116	0004

Project: PRAIRIE WEST BOULEVARD

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
07/29/15	05461245-22	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
07/30/15	05461245-23	SAMPLE/CYL PICKUP (HR)	3.00	59.75	179.25
07/30/15	05461245-23	TRIP CHARGE (EA)	1.00	29.00	29.00

Invoice Total:	\$3,087.16
Balance Due:	\$3,087.16

**TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS.**

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to.

Customer #	Invoice #	Project Number	Amount Enclosed
913942	00383116	05461245	

Professional Service Industries, Inc.  
7192 Solutions Center  
Chicago, IL 60677-7001

# OKLAHOMA LEASE-PURCHASE AGREEMENT

THIS OKLAHOMA LEASE-PURCHASE AGREEMENT No. «Deal\_Number» (hereafter referred to as "Agreement") dated as of August 18, 2015, by and between Government Capital Corporation, a Texas corporation (herein referred to as "Lessor"), and City of Yukon, a political subdivision or agency of the State of Oklahoma (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

**1. Term and Payments.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided herein, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. This Agreement will become effective upon the execution hereof by Lessee and Lessor and upon approval of the Agreement by the Board of the Lessee. The term of this Agreement will extend for the Lessee's 2013-14, 2014-15, 2015-16, 2016-17, 2017-18 and 2018-2019 fiscal years only if mutually ratified by Lessee and Lessor for each of those fiscal years. In accordance with 62 O. S. Section 430.1, continuation of this Agreement past the current 2013-14 fiscal year is dependent upon mutual ratification by Lessee and Lessor. All rights afforded under title 62 O. S. Section 430.1 of Oklahoma law are incorporated in this agreement by reference. The Lessee agrees the Board of Lessee will take action to ratify or not ratify this Agreement for the next ensuing fiscal year at its regular July meeting and to notify Lessor as to whether the Agreement is ratified or not ratified for the next ensuing fiscal year. The Lessor hereby ratifies the continuation of the Agreement through the fiscal year ending June 30, 2014. The Lessor and Lessee agree that under no circumstances will the Agreement be extended beyond the fiscal year ending June 30, 2019. Lessee will evidence its acceptance of the Property by executing and delivering to Lessor a Certificate of Acceptance (hereinafter so called) in the form provided by Lessor.

**2. Non-Appropriation and Right of Termination.** The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee, for the Lease Payments scheduled in such fiscal period, Lessor may terminate this Agreement. Lessee may terminate this Agreement by providing written notice of such termination to Lessor following its regular July Board meeting. Upon any such termination of this Agreement, all of Lessee's rights, title and interest in and its obligation under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made. If Lessee ratifies and renews this Agreement for a subsequent fiscal year, Lessee agrees to encumber the required funds to make the Lease Payments due hereunder at the first meeting of Lessee's Board in July of the then current fiscal year by approving an appropriate purchase order for this Agreement.

**3. Taxes.** Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Agreement. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Agreement, Lessee shall promptly reimburse Lessor therefor.

**4. Lessee's Covenants and Representations.** Lessee covenants and represents as follows:

- (a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;
- (b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;
- (c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;
- (d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;
- (e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.
- (f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and
- (g) Lessee's right to terminate this Agreement as specified in Sections 1 and 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.



(h) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(i) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.

**5. Use and Licenses.** Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. If applicable, any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

**6. Maintenance.** Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

**7. Alterations.**

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

**8. Liens.** Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

**9. Damage to or Destruction of Property.** Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

**10. Insurance.** Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property.

**11. No Warranty.** EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, ALL OF WHICH ARE HEREBY ASSIGNED TO LESSEE, LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

**12. Purchase Option/Payment.** Upon payment of the purchase price, plus interest as provided on Exhibit B, the Property shall belong to the Lessee and the Lessor shall execute and deliver a Quit Claim Bill of Sale to the Lessee conveying the Property "as is", but free and clear of any lien, encumbrance, or security interest created or permitted and not discharged by Lessor. The Lessee shall have an option to purchase the Property in whole but not in part, upon sixty (60) days written notice to Lessor by payment of the then applicable purchase price, plus interest, according to the attached Exhibit B. However, should Lessee have no purchase option or right to prepay the Lease according to the Option to Purchase column of the attached Exhibit B, any attempt to do so shall constitute an Event of Default.

**13. Default and Lessor's Remedies.**

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

- (1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;
- (2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;
- (3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;
- (4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code.

(6) Under no circumstances shall Lessee be liable under this subsection (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

**14. Termination.** Unless Lessee has properly exercised its option to purchase pursuant to Section 12 hereof, Lessee shall, upon any earlier termination hereof pursuant to the terms of this Agreement, surrender the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted.

**15. Assignment.** Without Lessor's prior written consent, Lessee will not either *(i)* assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or *(ii)* sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

**16. Personal Property.** The Property is and shall at all times be and remain personal property.

**17. Title.** Lessor or its assignee will retain title to the Property during the lease term. Title to the Property will pass to Lessee upon (and only upon) Lessee's exercise of the purchase option provided in Section 12 hereof and the complete payment and performance by Lessee of all of Lessee's obligations under this Agreement, and in such case Lessor agrees to execute such instruments and do such things as Lessee reasonably requests in order to effectuate the passage of title to Lessee.

**18. Lessor's Right to Perform for Lessee.** If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

**19. Interest on Default.** If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

**20. Notices.** Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

**21. Tax Exemption.** Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations," as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2015. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

**22. Continuing Disclosure.** Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

**23. Miscellaneous.**

**(a)** Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property. Lessor may, for the purpose of inspection, at any reasonable time during regular business hours enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

**(b)** Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

**(c)** Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

**(d)** This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

**(e)** This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

**(f)** Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

**(g)** The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessor. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neutral gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ in 2015.

**THIS OBLIGATION IS A PRESENT OBLIGATION OF THE LESSEE TO MAKE PAYMENTS AS DESCRIBED ON EXHIBIT B WITHOUT REGARD INCLUDING, BUT NOT LIMITED TO, FEDERAL, STATE AND OTHER GRANTS, GIFTS, ETC.**

**Lessor:** Government Capital Corporation

\_\_\_\_\_  
Authorized Signature  
345 Miron Dr.  
Southlake, TX 76092

Witness Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Print Title \_\_\_\_\_

**Lessee:** City of Yukon

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

Witness Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Print Title \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**  
 OKLAHOMA LEASE-PURCHASE AGREEMENT NO. «Deal\_Number» (THE "AGREEMENT")  
 BY AND BETWEEN  
**Lessor**, Government Capital Corporation and **Lessee**, City of Yukon  
 Dated as of August 18,2015

<b>QTY</b>	<b>DESCRIPTION</b>
<b>Administration</b>	
One (1)	2016 Chevrolet Suburban
<b>Police</b>	
Five (5)	Patrol Units
	New World Systems – Software/Hardware Upgrade
One (1)	Commercial Grade Mower for the gun range
<b>Street Department</b>	
One (1)	16' Mower
One (1)	40' Bucket Truck
One (1)	Backhoe
One (1)	15 Passenger Van to transport inmates
One (1)	¾ Ton 4x4 Pickup - CNG
<b>Park Maintenance</b>	
One (1)	Ford ¾ Ton Crew Cab Pickup
<b>Fleet Maintenance</b>	
One (1)	Fork Lift
<b>Water &amp; Sewer Department</b>	
One (1)	Trailer mounted sewer flusher
One (1)	4x4 Crew Cab Pickup - CNG
<b>Sanitation Services</b>	
One (1)	Backhoe Loader
One (1)	Grapple Truck

**PROPERTY LOCATIONS:**  
 500 W. Main Street  
 Yukon, Oklahoma 73099

**EXHIBIT B**

**>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<**  
OKLAHOMA LEASE-PURCHASE AGREEMENT No.«Deal\_Number» (THE "AGREEMENT")  
BY AND BETWEEN

**Lessor:** Government Capital Corporation and **Lessee:** City of Yukon

Dated as of August 18,2015

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**Rate:** \_\_\_\_\_%

Accepted By Lessee:

\_\_\_\_\_  
Grayson Bottom, City Manager

**INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES**

OKLAHOMA LEASE-PURCHASE AGREEMENT NO. «Deal\_Number» (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and Lessee, City of Yukon

Dated as of August 18,2015

I, Doug Shivers, do hereby certify that I am the duly elected or appointed and acting City Clerk (Keeper of the Records), of City of Yukon, a political subdivision or agency duly organized and existing under the laws of the State of Oklahoma that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Oklahoma Lease-Purchase Agreement dated as of, August 18,2015 between such entity and Government Capital Corporation.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Grayson Bottom	City Manager	_____

IN WITNESS WHEREOF, I have duly executed this certificate hereto this \_\_\_\_ day of \_\_\_\_\_, 2015.

By Lessee:

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

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee.

**The following information is provided about insurance. (PLEASE FILL IN THE INFORMATION BELOW)**

INSURANCE COMPANY/AGENT'S:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

I, Grayson Bottom, City Manager, of City of Yukon ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of August 18,2015, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose: **(PLEASE FILL OUT PRIMARY USE BELOW).**

**PRIMARY USE** \_\_\_\_\_

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 2015.

By Lessee:

\_\_\_\_\_  
Grayson Bottom, City Manager

For Lessee: City of Yukon

**CERTIFICATE OF ACCEPTANCE**

OKLAHOMA LEASE-PURCHASE AGREEMENT No. «Deal\_Number» (THE "AGREEMENT")  
BY AND BETWEEN

**Lessor**, Government Capital Corporation and **Lessee**, City of Yukon  
Dated as of August 18,2015

1. **ACCEPTANCE:** In accordance with the Agreement, Lessee hereby certifies that all of the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) had been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of this Agreement.

By Lessee:

\_\_\_\_\_ (\*)  
Grayson Bottom, City Manager

For Lessee: City of Yukon

ACCEPTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(\*) ACCEPTANCE MUST BE SIGNED **ONLY IF NO** ESCROW AGREEMENT IS INCLUDED

2. **PROPERTY:**

VARIOUS PERSONAL PROPERTY, SEE ATTACHED EXHIBIT A.

3. **USE:** The primary use of the Property is as follows (**PLEASE FILL OUT PRIMARY USE BELOW**)

**PRIMARY USE** \_\_\_\_\_

4. **PROPERTY LOCATION:**

500 W. Main Street  
Yukon, Oklahoma 73099

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed:

P.O. Box 850500  
«additional\_invoicing\_instructions»  
«Lessee\_Mailing\_Address»  
Yukon, Oklahoma 73099

6. **INSURANCE:** Lessee certifies that property and liability insurance have been secured in accordance with the Agreement and such coverage will be maintained in force for the term of the Agreement. Lessor will be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. (**PLEASE CONFIRM INSURANCE TYPE BELOW**)

\_\_\_\_\_ Company Insured      \_\_\_\_\_ Election to self-insure (in accordance with Section 10 of the Agreement).

7. **MAINTENANCE:** In accordance with Section 6 of the Agreement, Lessee agrees to, at its own expense, service, repair and maintain the Property for the term of the Agreement as follows: (**PLEASE CONFIRM MAINTENANCE TYPE BELOW**)

\_\_\_\_\_ Maintenance Contract      \_\_\_\_\_ Election to self-maintain

# TAX AND ARBITRAGE CERTIFICATE

OKLAHOMA LEASE AGREEMENT NO. «Deal\_Number» (THE "AGREEMENT")  
BY AND BETWEEN

**Lessor**, Government Capital Corporation and **Lessee**, City of Yukon  
Dated as of August 18,2015

This **Tax and Arbitrage Certificate** is executed on this \_\_\_\_ day of \_\_\_\_\_, 2015 by the undersigned ("Lessee") and pertains to that equipment lease or financing agreement dated August 18,2015, as is more fully described above (the "Lease"). This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation Section 1.141-1 through 1.141-15, 1.148-0 through 1.148-11, 1.149(d), 1.149(g)-1, 1.150-1 and 1.150-2 (the "Regulations"). Lessee hereby agrees that: (a) proceeds derived from the issuance of the Lease shall only be used to acquire equipment that has a governmental purpose and will not be used to acquire equipment that will benefit any private business activity; (b) proceeds derived from the issuance of the Lease shall never be invested in instruments yielding an interest rate return in excess of the rate of interest set forth in the Lease; (c) proceeds derived from the issuance of the Lease shall be fully and completely expended for their anticipated purpose within at least one year from the date of the Lease; (d) proceeds derived from the issuance of the Lease shall not be used to finance any acquisition other than the purchase of that equipment identified in the Lease along with related costs and costs of issuance; (e) the repayment of the Lease is not guaranteed directly or indirectly by the federal government; (f) Lessee shall execute a Form 8038-G and allow for such to be filed of record with the Internal Revenue Service; (g) the Lease is in registered form and that the Lessee shall maintain a record regarding the ownership of the Lease and the payment of all sums payable under the Lease; (h) the proceeds derived from the issuance of the Lease are not in excess of the sum required in order to acquire the property that is the subject of the Lease and to fund the costs associated with the issuance of the Lease; (i) Lessee does not currently contemplate the sale or disposition of the equipment that is the subject of the Lease prior to the expiration of the Lease's payment terms; and (j) the Lessee shall otherwise abide by all applicable rules and regulations related to the issuance of the Lease.

To the best of the knowledge and belief of the undersigned, the expectations as set forth above, are reasonable; and there are no present facts, estimates, and circumstances which would change the foregoing expectations. Lessee has not been notified of the listing, or proposed listing of it, by the Internal Revenue Service as an Issuer whose arbitrage certificates may not be relied upon.

Executed on the date first referenced above.

**Lessee:** City of Yukon

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

***[to be retyped on letterhead of lessee's counsel]***

Government Capital Corporation  
Attention Documentation Department  
345 Miron Drive  
Southlake, TX 76092

RE: Oklahoma Lease Purchase Agreement No.«Deal\_Number»

Dear Lessor,

I have acted as Counsel to City of Yukon with respect to that certain Oklahoma Lease Purchase Agreement No.«Deal\_Number», by and between Government Capital Corporation as Lessor and City of Yukon as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a political subdivision or agency of the State of Oklahoma with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and
3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,

Attorney at Law

**RESOLUTION # \_\_\_\_\_**

A RESOLUTION REGARDING AN OKLAHOMA LEASE-PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING "**VARIOUS PERSONAL PROPERTY**".

WHEREAS, the City of Yukon desires to enter into that certain Oklahoma Lease-Purchase Agreement dated as of August 18,2015, by and between City of Yukon and Government Capital Corporation, for the purpose of financing "**Various Personal Property**". City of Yukon desires to designate this Agreement as a "qualified tax exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City desires to designate Grayson Bottom, City Manager, as an authorized signer of the Agreement.

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

Section 1. That the City of Yukon enters into a Oklahoma Lease-Purchase Agreement with Government Capital Corporation for the purpose of financing "**Various Personal Property**".

Section 2. That the Oklahoma Lease-Purchase Agreement dated as of August 18,2015, by and between the City of Yukon and Government Capital Corporation is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City of Yukon designates Grayson Bottom, City Manager, as an authorized signer of the Oklahoma Lease-Purchase Agreement dated as of August 18,2015, by and between the City of Yukon and Government Capital Corporation.

PASSED AND APPROVED by the Board of City of Yukon in a meeting held on the \_\_\_\_\_day of \_\_\_\_\_, 2015.

**Lessee:** City of Yukon

Witness Signature

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

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

**ESCROW AGREEMENT**

OKLAHOMA LEASE-PURCHASE AGREEMENT No. «Deal\_Number» (THE "AGREEMENT")

BY AND BETWEEN

**Lessor**, Government Capital Corporation and **Lessee**, City of Yukon  
TAX ID #«Federal\_TAX\_ID» Dated as of August 18,2015

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of, August 18,2015 ("Agreement Date") by and among Government Capital Corporation ("Lessor"), City of Yukon ("Lessee") and \_\_\_\_\_ ("Agent").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a certain Oklahoma Lease-Purchase Agreement dated as of August 18,2015, (the "Lease") pursuant to which the property more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of \$1,279,354 ("Escrow Amount") for deposit by Agent in the City of Yukon Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Equipment for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Equipment, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on August 31, 2016 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Equipment and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
11. This Agreement may be amended by written agreement executed by all the parties.
12. This Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR: Government Capital Corporation  
BY: \_\_\_\_\_  
Authorized Signer

LESSEE: City of Yukon  
BY: \_\_\_\_\_  
Grayson Bottom, City Manager

AGENT: \_\_\_\_\_  
BY: \_\_\_\_\_  
Agent Rep, Agent Rep Title

**ESCROW AGREEMENT - SCHEDULE 1**

OKLAHOMA LEASE-PURCHASE AGREEMENT NO.«Deal\_Number» (THE "AGREEMENT")

BY AND BETWEEN

**Lessor**, Government Capital Corporation and **Lessee**, City of Yukon

Dated as of August 18,2015

**ESCROW DISBURSEMENT REQUEST FORM**

\_\_\_\_\_, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of August 18,2015 (Escrow Date), by and among the Agent, Government Capital Corporation as Lessor and City of Yukon as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below. The amount shown below is due and payable under the invoice of Payee with respect to the described equipment and has not formed the basis for any prior request for payment.

PAYEE: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

DESCRIPTION OF EQUIPMENT: \_\_\_\_\_

INVOICE# \_\_\_\_\_ DATED: \_\_\_\_\_

Indicate Method for Payment Disbursement:

\_\_\_\_\_ Overnight Check\*\*\*      \_\_\_\_\_ Regular Mail Check      \_\_\_\_\_ Wire Funds

Mailing Address: \_\_\_\_\_ Wire Instructions: \_\_\_\_\_

(\*\*\*Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made).

**Lessee:** City of Yukon

By: \_\_\_\_\_  
Grayson Bottom, City Manager

**Lessor:** Government Capital Corporation

By: \_\_\_\_\_  
Authorized Signer

**ACCEPTANCE CERTIFICATE**

City of Yukon as Lessee under that certain Oklahoma Lease-Purchase Agreement dated as of August 18,2015 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the equipment described on the attached Vendor Invoice(s) hereby accepts such equipment and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 10 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: \_\_\_\_\_, 2015.

By Lessee:

\_\_\_\_\_  
Grayson Bottom, City Manager

For Lessee: City of Yukon

**Yukon City Council Minutes  
August 4, 2015**

The Yukon City Council met in regular session August 4, 2015 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Pastor Thomas Buckley, Judah Worship Center. The flag salute was given in unison.

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

**OTHERS PRESENT:**

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

**Presentations and Proclamations**

There were no presentations and proclamations.

**Visitors**

There were no visitors.

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

**1A. YMA Consent Docket**

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

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

- A) The minutes of the regular meeting of July 21, 2015**
- B) Payment of material claims in the amount of \$299,396.79**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of July 7, 2015; and payment of material claims in the amount of \$299,396.79, was made by Trustee Russell and seconded by Trustee Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**2A. Consider approving Amendment Three to the Agreement for Operations, Maintenance and Management Services with Veolia Water North America-Central, LLC, allowing for Change of Scope and a new fee for 2015-16 of \$1,148,063.00, to take effect July 1, 2015, as recommended by the Public Works Director**

The motion to approve Amendment Three to the Agreement for Operations, Maintenance and Management Services with Veolia Water North America-Central, LLC, allowing for Change of Scope and a new fee for 2015-16 of \$1,148,063.00, to take effect July 1, 2015, as recommended by the Public Works Director, was made by Council Member Yanda and seconded by Council Member Smaistrila.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

**1. Consent Docket**

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

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

- A) The minutes of the regular meeting of July 21, 2015**
- B) Payment of material claims in the amount of \$449,683.37**
- C) Denial of Claim No. 200582-ME from Scarlett Mason, as recommended by the Oklahoma Municipal Assurance Group**
- D) Professional Services Renewal Agreement between the Yukon Economic Development Authority and Center for Economic Development Law, for Legal Consulting Services, for the term of July 1, 2015 through June 30, 2016**
- E) Renewal of the Agreement for Services between the City of Yukon and Yukon Chamber of Commerce, for the term of July 1, 2015 through June 30, 2016 at a cost of \$1,500.00 per month plus a sales tax incentive**
- F) Setting the date for the next regular Council meeting for August 18, 2015, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of July 21, 2015; Payment of material claims in the amount of \$449,683.37; Denial of Claim No. 200582-ME from Scarlett Mason, as recommended by the Oklahoma Municipal Assurance Group, Professional Services Renewal Agreement between the Yukon Economic Development Authority and Center for Economic Development Law, for Legal Consulting Services, for the term of July 1, 2015 through June 30, 2016, Renewal of the Agreement for Services between the City of Yukon and Yukon Chamber of Commerce, for the term of July 1, 2015 through June 30, 2016 at a cost of \$1,500.00 per month plus a sales tax incentive; and Setting the date for the next regular Council meeting for August 18, 2015, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member McEachern and seconded by Council Member Russell.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 2. Consider approving an expenditure of funds, in an amount not to exceed \$34,721.00, to install a new Geary grate at 695 Kingsgate, to be paid from the Streets Department Capital Improvement Funds, as requested by the Public Works Director**

The motion to approve an expenditure of funds, in an amount not to exceed \$34,721.00, to install a new Geary grate at 695 Kingsgate, to be paid from the Streets Department Capital Improvement Funds, as requested by the Public Works Director, was made by Council Member Russell and seconded by Council Member McEachern.

Council Member McEachern asked what a Geary grate was. Mr. Bottom stated, a big French drain. It is the full width of the street; the real trick is to get it wide enough. Council Member McEachern asked if it was in the street. Mr. Bottom stated yes.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 3. Consider approving an expenditure of funds, in an amount not to exceed \$38,134.00, to install 42" RCP pipe and replace the guard rail and some roadway on Richland Rd, to be paid from the Streets Department Capital Improvement Funds, as requested by the Public Works Director**

The motion to approve an expenditure of funds, in an amount not to exceed \$38,134.00, to install 42" RCP pipe and replace the guard rail and some roadway on Richland Rd, to be paid from the Streets Department Capital Improvement Funds, as requested by the Public Works Director, was made by Council Member McEachern and seconded by Council Member Smaistrila.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 4. City Manager's Report – Information items only**  
**A. Traffic Signal at Andrew/Garth Brooks**

Mr. Bottom stated a year ago, we submitted a plan to ACOG/ODOT to provide a third south bound lane under I-40 to Health Center Parkway. We were told at that time, we would lose the signal light when that happens due to regulations. Recently the light malfunctioned. We took the opportunity to use this time to collect data. The north and south bound traffic movement is smoother. We have retained Lee Engineering from OKC to study intersection. A full report and recommendation should be available within a couple of weeks. It will be provided to the Traffic Commission to make a recommendation and then to the City Council. We find people like the north and south bound traffic on Garth Brooks, but Andrew people do not like light missing. Change will happen when road funding happens and we will lose the light.

Mr. Bottom reminded citizens about Concerts in the Park, as well as Pooches in the Pool all happening in August.

Mayor Alberts invited citizens with concerns regarding the traffic signal at Andrew and Garth Brooks to speak.

Leslie Sullivan, 1116 Montreal, said traffic is terrifying when trying to get onto Garth Brooks. Not enough time to turn, no highway access, no access to stores and unsafe for pedestrians. It is a concern for public safety.

Fran Britton, 624 St. James, has lived here for 38 years. Happy about growth, but feels we need the light. She now has to re-route for school and it will be problematic during Christmas lights. People cannot walk to Braums. Merchants are saying the disabled light is impacting their businesses. Push for growth is slap in the face to those in the affected neighborhood.

Mary Lou Sullivan, Montreal, lived here for 30 years. The light was installed after they moved in. She is wondering about the extra lane. Mayor Alberts stated for her to ask her questions after the meeting.

**5. New Business - None**

**6. Council Discussion**

Council Member McEachern thanked visitors for comments and willingness to come. The concerns will be looked at. He also thanked Arnold Adams for presentation tonight.

Council Member Russell thanked Arnold for his presentation. Also thanked visitors for voicing concerns. He appreciates Police for their good job.

Council Member Smaistrila thanked everyone that works for the City. She also thanked the visitors.

Council Member Yanda thanked Arnold and visitors. School Board presented a great strategic plan for growth at their recent meeting. Remember school is starting soon.

Mayor Alberts would like to remember Frosty Peak. He was very impactful and touched many. We lost a great asset and we are thankful we had him. Kid's camp has finished. It is a great program and organization. Mayor Alberts loves the visitor section and believes it is important for public input, thanks to those who appeared tonight. Progress can be difficult. Hopes Mr. Bottom takes everything into account. Thanks to Arnold for progress on projects.

**7. Adjournment**

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**John Alberts, Mayor**

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**Doug Shivers, City Clerk**



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	77,943.91
36	Sales Tax Claims		41,861.96
64	Special Revenue Fund		13,331.24
70	Water & Sewer Enterprise		222,766.00
71	Sanitation Enterprise		38,849.84
73	Storm Water Enterprise		1,752.28
			<hr/>
		\$	396,505.23
			<hr/> <hr/>

The above foregoing claims have been passed and approved this 18th day of August 2015 by the Yukon City Council.

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

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

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101		LEGISLATIVE				
16-63203	01-00101	City of Yukon (BankOne)ADM	Flowers/Plants	7/2015	Statehood 13023	150.00
			Flowers/Plants	7/2015	YukonFlower 122904	62.50
			Flowers/Plants	7/2015	YukonFlower 122889	70.00
			Flowers/Plants	8/2015	YukonFlower 123067	65.00
16-63209	01-00101	City of Yukon (BankOne)ADM	Sponsorship	8/2015	Integris 08-03-15	1,600.00
16-63361	01-05342	Canadian Cty Clerk	Filing Fees (Abatements)	7/2015	R416031	156.00
16-63362	01-05342	Canadian Cty Clerk	Filing Fees	7/2015	R416044	156.00
16-63363	01-05342	Canadian Cty Clerk	Filing Fees	8/2015	R420591	143.00
16-63364	01-05342	Canadian Cty Clerk	Filing Fees	8/2015	R420598	65.00
16-63387	01-05342	Canadian Cty Clerk	Filing Fees	7/2015	R416199	13.00
16-63397	01-05386	Capitol Decisions	Prof Services - Aug '15	8/2015	8687	7,500.00
			expense retainer	8/2015	8690	500.00
16-63402	01-31400	McAfee & Taft	Prof Srvcs-07/26/15	8/2015	461709	120.00
16-63404	01-31445	Margaret McMorrow-Love	Prof. Services - July '15	8/2015	08-03-15	1,377.50
16-63407	01-44300	RSMeacham CPAs & Advisors	Audit Prep	7/2015	11080	2,500.00
16-63406	01-62200	Yukon Chamber of Commerce	Contract Srvcs Aug '15	8/2015	10034	1,500.00
DEPARTMENT TOTAL:						15,978.00
DEPARTMENT: 102		ADMINISTRATION				
16-62854	01-00101	City of Yukon (BankOne)ADM	Travel Expenses	7/2015	EZGo 7-17-15	34.68
			Travel Expenses	7/2015	HolidayInn 414	303.15
16-62877	01-00101	City of Yukon (BankOne)ADM	Travel Expenses	8/2015	MuseumCafe 8-6-15	37.43
			Travel Expenses	8/2015	Charlestons 8-5-15	109.04
16-63243	01-00101	City of Yukon (BankOne)ADM	Membership Renewal-GB	8/2015	CMAO 08-03-15	640.00
16-63244	01-00101	City of Yukon (BankOne)ADM	Membership Renewal-TD	8/2015	CMAO 08-03-15	640.00
16-63270	01-00101	City of Yukon (BankOne)ADM	Travel Expenses-NLC	8/2015	SWAir HIAM4H	50.00
			Travel Expenses-NLC	8/2015	SWAir HIAM4H	686.00
16-63271	01-00101	City of Yukon (BankOne)ADM	Registrartion-OML Conf	8/2015	OML 08-04-15	565.00
16-62875	01-41440	ProStar Service-Oklahoma	Coffee Service City Hall	7/2015	141939	65.90
16-63401	01-47660	Shred-it USA LLC	Doc.destruction	8/2015	9406895692	9.84
16-63205	01-70800	Dana Deckard	Reimb newspaper copies	7/2015	156778	10.00
DEPARTMENT TOTAL:						3,151.04

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 104 FINANCE						
16-63401	01-47660	Shred-it USA LLC	Doc.destruction	8/2015	9406895692	4.92
						DEPARTMENT TOTAL: 4.92
DEPARTMENT: 105 CITY CLERK						
			Doc.destruction	8/2015	9406895692	4.91
						DEPARTMENT TOTAL: 4.91
DEPARTMENT: 106 FIRE DEPARTMENT						
16-62744	01-00105	City of Yukon (BankOne)FD	Kroutil - socks,numbers	7/2015	Awog 07-31-15	18.00
			Kroutil - socks,numbers	8/2015	Oakley 08-10-15	58.78
16-62833	01-00105	City of Yukon (BankOne)FD	White-Lodging	8/2015	LaQuinta 116	606.81
			Provence-Lodging/fue	8/2015	LaQuinta 117	572.91
			Provence-Lodging/fue	8/2015	Bucees 08-06-15	52.78
			Provence-Lodging/fue	8/2015	Bucees 08-09-15	47.50
16-62999	01-00105	City of Yukon (BankOne)FD	Lodging	7/2015	HolidayInn 217	284.93
			Meals	7/2015	BillyRays 07-21-15	13.30
			Meals	7/2015	LosCabos 07-21-15	23.50
			Meals	7/2015	Hideaway 7-22-15	14.00
			Meals	7/2015	Charleston 7-22-15	19.52
			Meals	7/2015	BWW 7-23-15	16.87
16-63002	01-00105	City of Yukon (BankOne)FD	White - shoes	8/2015	Hoka 11824364	174.16
16-63003	01-00105	City of Yukon (BankOne)FD	White-duffel bag	7/2015	Galls 4395425-1	78.40
			Walls-belt,res. tool	7/2015	Galls 4395425-1	129.84
			Goodrich-res. tool	7/2015	Galls 4395425-1	89.85
16-63004	01-00105	City of Yukon (BankOne)FD	Loveless-safety glas	7/2015	Oakley 139128269	120.00
			Goodrich-safety glas	7/2015	Oakley 139128269	110.00
16-63005	01-00105	City of Yukon (BankOne)FD	Weaver-duffel bag,shoes	7/2015	Nike 01033159287	163.28
16-63079	01-00105	City of Yukon (BankOne)FD	White-safety glasses	7/2015	Oakley 139128290	110.00
			Little-safety glasse	7/2015	Oakley 139128290	114.00
16-63080	01-00105	City of Yukon (BankOne)FD	Little-station boots	7/2015	UnderArmou 7-29-15	136.05
16-63126	01-00105	City of Yukon (BankOne)FD	Anderson-Rescue harness	8/2015	Amazon 08-10-15	490.58
16-63129	01-00105	City of Yukon (BankOne)FD	McDoulett-Safety gla	7/2015	Oakley 139128285	63.00
			Vogt-safety glasses	7/2015	Oakley 139128285	63.00
16-63142	01-00105	City of Yukon (BankOne)FD	Lodging	8/2015	Suite16 08-02-15	240.00
			Fuel	8/2015	Loves 08-02-15	30.00
16-63164	01-00105	City of Yukon (BankOne)FD	flowers-Frosty Peak	7/2015	TLF 07-27-15	70.00
16-63301	01-00105	City of Yukon (BankOne)FD	Myra-Registation FHETS	8/2015	Xerox 3799	995.00
16-63302	01-00105	City of Yukon (BankOne)FD		8/2015	Expedia 08-04-15	364.20
16-63319	01-00105	City of Yukon (BankOne)FD	Lodging	8/2015	HolidayInn 211	166.00
			Fuel	8/2015	C-Store	50.00
16-63320	01-00105	City of Yukon (BankOne)FD	Lodging	8/2015	HolidayInn 216	83.00
16-63145	01-70060	Chris Allbritton	Meal Reimb.	8/2015	08-02-15	64.70
16-62836	01-70100	Brandon Anderson	Meal Reimb.	8/2015	08-09-15	111.81
16-63317	01-71300	John Graham	Meal Reimb.	8/2015	08-09-15	89.85
16-63143	01-72920	David Mayhew	Meal Reimb.	8/2015	08-02-15	73.75
16-62835	01-73900	Cary Provence	Meal Reimb.	8/2015	08-09-15	146.26

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 106		FIRE DEPARTMENT				
16-63316	01-74600	Mike Samples	Meal Reimb.	8/2015	08-09-15	76.69
16-63144	01-76360	Brent Weaver	Meal Reimb.	8/2015	08-02-15	66.29
16-62834	01-76400	Jimmy White	Meal Reimb.	8/2015	08-09-15	142.34
DEPARTMENT TOTAL:						6,340.95
DEPARTMENT: 107		POLICE DEPARTMENT				
16-62773	01-00111	City of Yukon (BankOne)PD	prisoner meals	8/2015	Walmart 09271	100.72
16-62779	01-00111	City of Yukon (BankOne)PD	Daugherty boots	7/2015	Nike 01058023234	102.39
16-62937	01-07900	Custom Printing	unlock vehicle waivers	7/2015	135469	234.00
16-63332	01-18240	Harrison-Orr Ar Conditionin	HVAC maintenance	7/2015	69708	1,970.00
16-63331	01-36720	OK Dept of Public Safety	Olets	8/2015	04-160883	350.00
16-63333	01-41440	ProStar Service-Oklahoma	coffee service	8/2015	143929	105.19
16-62771	01-47660	Shred-it USA LLC	Document destruction	8/2015	9406913708	17.94
16-62769	01-48410	Special Ops Uniforms, Inc	Cochran	7/2015	235156	39.99
			Cochran	7/2015	235307	93.98
			Cochran	7/2015	235976	31.98
16-62777	01-48410	Special Ops Uniforms, Inc	Cunningham unifrom items	7/2015	235166	94.99
			Cunningham uniform items	7/2015	235738	561.94
16-62778	01-48410	Special Ops Uniforms, Inc	Daugherty uniform items	7/2015	235395	118.99
			Daugherty uniform items	7/2015	235739	26.50
			Daugherty uniform items	7/2015	236072	107.98
			Daugherty uniform items	8/2015	236306	25.99
16-62966	01-48410	Special Ops Uniforms, Inc	Stilley pants	7/2015	235786	49.99
			Stilley pants	7/2015	235785	14.98
16-63289	01-48410	Special Ops Uniforms, Inc	Hoskins duty belt	8/2015	236308	120.98
16-63070	01-62800	Yukon Public Schools	Back to School breakfast	8/2015	08-03-15	60.00
16-62865	01-90700	GT Distributors, Inc	Duty/training ammo	8/2015	0543797	4,393.75
16-62785	01-92303	Walgreen Company	Prisoner meds	7/2015	100200739	32.99
DEPARTMENT TOTAL:						8,655.27
DEPARTMENT: 108		STREET DEPARTMENT				
16-63098	01-00180	City of Yukon (BankOne)PW	housing cap	7/2015	Pelco 131950	17.58
16-63132	01-00180	City of Yukon (BankOne)PW	Storm drain repair	7/2015	Ace 874951	59.88
16-63188	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50720345	66.06
16-63189	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50721459	66.02
16-63263	01-00180	City of Yukon (BankOne)PW	marking spray paint	8/2015	Ace 875004	13.98
16-63264	01-00180	City of Yukon (BankOne)PW	tire gauges	8/2015	Napa 608724	26.94
16-63291	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50722560	66.02
16-63337	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50723671	66.03
16-63353	01-00180	City of Yukon (BankOne)PW	paint, screens	8/2015	Ace 875083	214.42
16-62826	01-09525	Dolese Bros. Company	gravel, concrete	7/2015	RM15044387	185.00
16-63049	01-09525	Dolese Bros. Company	sand	7/2015	AG15091871	120.61
			sand	7/2015	AG15094155	64.30
16-63099	01-30600	Lowe's Companies, Inc.	quickrete	7/2015	02582A	124.32
16-63247	01-30600	Lowe's Companies, Inc.	level, rakes, etc	8/2015	02348A	315.22
16-63292	01-30600	Lowe's Companies, Inc.	tubs for banners	8/2015	02347	170.82

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 108 STREET DEPARTMENT							
16-63336	01-30600	Lowe's Companies, Inc.	graffiti removal	8/2015	01988	58.36	
						DEPARTMENT TOTAL:	1,635.56
DEPARTMENT: 109 MUNICIPAL COURT							
16-63095	01-00106	City of Yukon (BankOne)	CRT Postage	7/2015	USPS 471	26.96	
						DEPARTMENT TOTAL:	26.96
DEPARTMENT: 111 TECHNOLOGY							
16-63198	01-00123	City of Yukon (BankOne)	TEC Internet/Cable Srvc	7/2015	Cox 07-18-15	2,478.90	
16-63305	01-00123	City of Yukon (BankOne)	TEC Plexar Service-JL'15	7/2015	ATT 07-21-15	575.89	
16-63309	01-00123	City of Yukon (BankOne)	TEC replacement batteries	8/2015	Amazon 08-05-15	4.99	
16-63199	01-03513	Biblionix	Apollo Renewal Software	7/2015	2948	3,450.00	
16-63385	01-27720	Kronos, Inc.	Sft Usage fee JL'15	8/2015	10972142	786.90	
16-63089	01-40840	Presidio Networked	ISI Call Acct Sft renewal	8/2015	6011115004062	1,888.30	
16-63306	01-48885	Superior Office Systems	Copier Rental Charge	8/2015	9061	1,645.00	
						Per Page Copy Charge	599.07
16-63307	01-48885	Superior Office Systems	Copier Rental Charge	8/2015	9060	995.00	
						Per Page Copy Charge	1,427.57
16-63308	01-48885	Superior Office Systems	Copier Rental Charge	7/2015	8783	995.00	
						Per Page Copy Charge	1,102.94
16-63197	01-51740	Tyler Technologies, Inc.	Laserfiche Maint Ren	8/2015	025-129949	3,429.30	
16-63196	01-74447	Kaylyn Robertson	Mileage Reimbursement	7/2015	July '15	9.78	
						DEPARTMENT TOTAL:	19,388.64
DEPARTMENT: 112 DEVELOPMENT SERVICES							
16-63135	01-00107	City of Yukon (BankOne)	CMD Office Supplies	7/2015	Staples 7140285513	80.36	
16-63322	01-04495	Mike Bullard	Abatement services	7/2015	07-20-15	175.00	
16-63324	01-37730	OK Uniform Building Code	OUBCC CLASS	8/2015	08-25-15A	25.25	
						OUBCC CLASS	25.25
16-63162	01-41440	ProStar Service-Oklahoma	Coffee	7/2015	143377	44.10	
16-63163	01-48844	Stiner Brothers, LLC	Abatement Services	7/2015	121172	95.00	
						Abatement Services	240.00
						Abatement Services	150.00
						Abatement Services	125.00
						Abatement Services	75.00
16-63323	01-48844	Stiner Brothers, LLC	Abatement services	7/2015	1402717	75.00	
						Abatement services	75.00
						Abatement services	95.00
						Abatement services	95.00
						Abatement services	75.00
						DEPARTMENT TOTAL:	1,449.96

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 113 LIBRARY						
16-63039	01-48373	Southwestern Stationery andbus.cards-Lib Associ		7/2015	38665	75.00
DEPARTMENT TOTAL:						75.00
DEPARTMENT: 114 PROPERTY MAINTENANCE						
16-62831	01-00180	City of Yukon (BankOne)PW	building reparis	7/2015	Ace 875492	15.23
16-63179	01-00180	City of Yukon (BankOne)PW	poles for welcome sign	7/2015	Lumber2 55074361	189.98
16-63188	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50720345	29.65
16-63189	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50721459	29.76
16-63256	01-00180	City of Yukon (BankOne)PW	electrical parts	7/2015	Locke 26430582-00	165.38
			electrical parts	8/2015	Locke 26448921-00	1,317.74
16-63291	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50722560	29.64
16-63337	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50723671	29.76
16-62830	01-31280	Massco Maintenance Compan	cleaning supplies	8/2015	2317347	2,163.48
16-63186	01-32790	Mother Nature's Exterminati	pest conrol FY 15-16	7/2015	2015-2016	6,841.00
16-63187	01-32790	Mother Nature's Exterminati	Termite Control fy 15-16	7/2015	2015-2016	2,904.00
16-63396	01-37200	OK Gas & Electric	Service- 550 S Yukon Pkwy	8/2015	08-07-15	649.33
16-63398	01-37600	OK Natural Gas Co	951 Industrial	8/2015	951 Industrial	102.29
			4900 Wagner Way	8/2015	4900 Wagner Way	29.08
			100 S Ranchwood	8/2015	100 S Ranchwood	148.26
			1000 E Main St	8/2015	1000 E Main St	165.96
16-63399	01-37600	OK Natural Gas Co	334 Elm Ave	8/2015	334 Elm Ave	94.33
			10 S 5th St	8/2015	10 S 5th ST	27.66
16-63403	01-37600	OK Natural Gas Co	Service- Combined Billing	7/2015	07-31-15	1,250.80
DEPARTMENT TOTAL:						16,183.33
DEPARTMENT: 115 HUMAN RESOURCES						
16-63315	01-01005	5 Star Compliance Testing,	Drug Testing	7/2015	07-31-15	175.00
16-63401	01-47660	Shred-it USA LLC	Doc.destruction	8/2015	9406895692	9.83
DEPARTMENT TOTAL:						184.83
DEPARTMENT: 116 PARK ADMINISTRATION						
16-62885	01-00110	City of Yukon (BankOne)REC	Gals/Garb luncheon	7/2015	HobbLobb 07-29-15	44.68
			Gals/Garb luncheon	7/2015	DollarTree 7-27-15	15.00
			Gals/Garb luncheon	7/2015	HobbLobb 07-29-15	27.93
			Gals/Garb luncheon	7/2015	HobbLobb 7-21-15	8.67
			Gals/Garb luncheon	7/2015	Walmart 01932	38.38
			Gals/Garb luncheon	7/2015	HobbLobb 7-27-15	32.25
			Gals/Garb luncheon	7/2015	Crest 07-29-15	214.64
			Gals/Garb luncheon	7/2015	Walmart 03892	21.70
16-63118	01-00110	City of Yukon (BankOne)REC	concert food	7/2015	Walmart 07333	31.30
			concert food	7/2015	Walmart 03891	39.60
			concert food	7/2015	CiCis 07-30-15	35.00
			concert food	7/2015	CiCis 07-30-15	125.00
16-63257	01-00110	City of Yukon (BankOne)REC	movie license	7/2015	Swank DB2077427	375.00
16-63170	01-07390	Crosslands A & A Rent-All	Sporta potties	7/2015	18565-7	867.00

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 116 PARK ADMINISTRATION						
16-63173	01-15370	Friends of the Park	table for GGG	7/2015	2919	90.00
16-63139	01-37910	OK Tax Commission	craft fair tax permit	11/2015	11-07-15	50.00
16-63106	01-53450	United Linen - Uniform Re	GGG luncheon linens	7/2015	S1847722	155.68
DEPARTMENT TOTAL:						2,171.83
DEPARTMENT: 117 PARK MAINTENANCE						
16-62989	01-00110	City of Yukon (BankOne)REC		7/2015	Locke 26387113-00	23.50
				7/2015	Locke 26421266-00	21.86
				7/2015	Ace 874998	4.09
				7/2015	Ace 875436	47.65
16-63025	01-00110	City of Yukon (BankOne)REC	outdoor BB nets	7/2015	BSNSports 97080900	81.96
16-63028	01-00110	City of Yukon (BankOne)REC	sand blaster	7/2015	HarborFr 075783	209.91
16-63188	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50720345	32.54
16-63189	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50721459	32.54
16-63291	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50722560	32.54
16-63337	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50723671	32.54
16-63027	01-30600	Lowe's Companies, Inc.	graffitti remover/bug	7/2015	01422A	86.47
16-63137	01-30600	Lowe's Companies, Inc.	river rock for YCC	7/2015	01297	154.00
16-63204	01-30600	Lowe's Companies, Inc.	supplies Freedom Trail	7/2015	01420	48.75
			supplies Freedom Trail	7/2015	02149	8.40
			supplies Freedom Trail	7/2015	01421	74.06
			supplies Freedom Trail	7/2015	02138B	14.52
			credit supplies	7/2015	2138	9.60-
DEPARTMENT TOTAL:						895.73
DEPARTMENT: 118 RECREATION FACILITIES						
16-62990	01-00110	City of Yukon (BankOne)REC	cage for clock in YCC	7/2015	AmericanTim 749221	70.90
16-62996	01-00110	City of Yukon (BankOne)REC	office supplies	7/2015	Staples 7140005191	331.89
16-63103	01-00110	City of Yukon (BankOne)REC	Trophies for BB league	8/2015	YukonTrophy 815114	27.50
16-63107	01-00110	City of Yukon (BankOne)REC	Repair water leak DRC	7/2015	Locke 26348278-00	37.93
16-63165	01-00110	City of Yukon (BankOne)REC	t's indoor t-ball & B	7/2015	SkisTees 07-21-15	440.00
			T's Men's BB League	7/2015	SkisTees 07-21-15	73.00
16-63166	01-00110	City of Yukon (BankOne)REC	RAC Lunches	7/2015	Walmart 05428	23.28
			RAC Lunches	7/2015	Walmart 03912	57.15
			RAC Lunches	8/2015	Walmart 08734	14.80
16-63172	01-00110	City of Yukon (BankOne)REC	kids camp supplies	7/2015	Walmart 07078	96.21
16-62977	01-17498	Great Plains Coca Cola	Bottcoke for pools	7/2015	12647515	170.04
16-63108	01-30600	Lowe's Companies, Inc.	Repair water leak DRC	7/2015	02784A	81.40
			Repair water leak DRC	8/2015	02159	56.99
16-62988	01-46940	Sam's Club Direct-G.E.Capit	Senior coffee	8/2015	5502	77.64
16-63171	01-46940	Sam's Club Direct-G.E.Capit	camp supplies	7/2015	4399	238.25
DEPARTMENT TOTAL:						1,796.98
FUND TOTAL:						77,943.91

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501 SALES TAX CAPITAL IMPROV						
16-63254	01-00123	City of Yukon (BankOne)TEC	iPad Air 2 otterbox case	7/2015	Amazon 07-31-15	50.40
16-63133	01-00180	City of Yukon (BankOne)PW	6" couplings	7/2015	HDSupply E264972	580.00
16-63248	01-00180	City of Yukon (BankOne)PW	electrical parts-Lib	8/2015	Locke 26370480-00	207.36
16-63149	01-04477	Brewer Construction Oklahom	Road rehabilitation	8/2015	2015-40	24,497.05
16-63084	01-29660	Lopez Construction of	sheet rock, framing	8/2015	08-10-15	4,800.00
16-63395	01-41410	Professional Service	Testing-YR13 Small Cities	7/2015	00383141	1,218.65
16-63038	01-92000	TASER International	Tasers/cartridges	7/2015	SI1406880	8,861.00
DEPARTMENT TOTAL:						40,214.46
DEPARTMENT: 502 ECONOMIC DEVELOPMENT						
16-63360	01-04570	Butzer Architects and UrbanProf.	services to 08/01	8/2015	13.21-10	1,572.50
16-63039	01-48373	Southwestern Stationery andbus.	cards-PamShelton	7/2015	38665	75.00
DEPARTMENT TOTAL:						1,647.50
FUND TOTAL:						41,861.96

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 123 SPECIAL EVENT REVENUE						
16-63201	01-00101	City of Yukon (BankOne)ADM	Christmas decor,supplies	7/2015	Winterland 7-16-15	2,525.00
			Christmas decor,supplies	7/2015	Universal 7-31-15	2,687.46
			credit - damaged decor	7/2015	Regency 07-29-15	74.53-
16-63242	01-70800	Dana Deckard	Reimbursement	7/2015	06-25-15	7.25
DEPARTMENT TOTAL:						5,145.18
DEPARTMENT: 142 INSURANCE REIMBURSEMENTS						
16-63393	01-60295	X-Clusive Collision & Towin	2013 Ford Taurus	7/2015	14701	4,556.26
16-63394	01-60295	X-Clusive Collision & Towin	2010 Ford Crown Vic	7/2015	14779	2,312.80
DEPARTMENT TOTAL:						6,869.06
DEPARTMENT: 167 POLICE DEPT SPECIAL REVEN						
16-63120	01-00111	City of Yukon (BankOne)PD	baggage charges SROs	7/2015	Delta 07-10-15	25.00
			baggage charges SROs	7/2015	Delta 07-10-15	25.00
			baggage charges SROs	7/2015	Delta 07-10-15	25.00
16-63261	01-00111	City of Yukon (BankOne)PD	Henderson ammo	7/2015	BlackHills 224895	1,099.00
16-63153	01-01479	The Arrangement Flower Shop	flowers for Frosty	7/2015	5796	81.00
16-63342	01-36300	OK Board of Tests	George permit	7/2015	3594	62.00
DEPARTMENT TOTAL:						1,317.00
FUND TOTAL:						13,331.24

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201 WATER DISTRIBUTION						
16-62821	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2015	OReily 0343-114108	101.99
16-62827	01-00180	City of Yukon (BankOne)PW	CNG	7/2015	Loves 76370	31.11
			CNG	8/2015	Loves 82777	29.26
16-63188	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50720345	42.04
16-63189	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50721459	41.98
16-63265	01-00180	City of Yukon (BankOne)PW	batteries	8/2015	Walmart 07298	25.94
16-63291	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50722560	42.04
16-63337	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50723671	42.04
16-63351	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2015	0111410-IN	551.36
			diesel fuel	8/2015	0111410-IN	143.02
DEPARTMENT TOTAL:						1,050.78
DEPARTMENT: 202 UTILITY BILLING						
16-63188	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2015	Clean 50720345	21.51
16-63189	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2015	Clean 50721459	21.51
16-63291	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2015	Clean 50722560	21.51
16-63337	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	8/2015	Clean 50723671	21.51
16-63369	01-08350	DataProse LLC	Bills & Late Notices	7/2015	DP1502237	5,840.10
16-63351	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2015	0111410-IN	343.43
16-63401	01-47660	Shred-it USA LLC	Doc.destruction	8/2015	9406895692	9.84
DEPARTMENT TOTAL:						6,279.41
DEPARTMENT: 203 TREATMENT AND SUPPLY						
16-63392	01-06375	City of Oklahoma City	Water Usage - July '15	8/2015	08-10-15	95,781.42
16-63405	01-55800	Veolia Water North America	Service for August '15	8/2015	00050288	95,671.93
16-63294	01-57420	Waste Connections of Oklaho	landfill fees for July 15	7/2015	21115	2,347.88
16-63311	01-57425	Waste Connections of Oklaho	hauling fee for July 15	8/2015	1538146	1,650.00
DEPARTMENT TOTAL:						195,451.23
DEPARTMENT: 204 FLEET MAINTENANCE						
16-62817	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2015	Ace 874990	4.38
			parts to repair vehicles	7/2015	Frontier 424559	100.00
			parts to repair vehicles	7/2015	Frontier 133270	25.50
			parts to repair vehicles	7/2015	SmithDist 826018	89.19
			parts to repair vehicles	7/2015	SmithF&G 539880	162.00
			parts to repair vehicles	7/2015	Goodye 255-1005035	94.71
16-62818	01-00180	City of Yukon (BankOne)PW	oils, lubricants, sealant	7/2015	Napa 608261	6.03
			oils, lubricants, sealant	8/2015	Napa 609050	25.98
16-62819	01-00180	City of Yukon (BankOne)PW	tires for vehicles	8/2015	T&WTire 5526537	62.70
			tires for vehicles	8/2015	Hercules 336905	28.21
			tires for vehicles	8/2015	Goodye 255-1005270	323.96
16-62820	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2015	Napa 607832	76.98
			parts to repair vehicles	8/2015	Napa 608576	136.28
16-62821	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2015	OReily 0343-112995	99.58
			parts to repair vehicles	7/2015	OReily 0343-113008	94.60

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 204		FLEET MAINTENANCE				
			parts to repair vehicles	7/2015	OReily 0343-111984	96.79
			parts to repair vehicles	7/2015	OReily 0343-111983	9.88
			parts to repair vehicles	7/2015	OReily 0343-112097	9.41
			parts to repair vehicles	7/2015	OReily 0343-112158	336.20
			credit locking cap	7/2015	OReily 0343-109033	13.68-
			parts to repair vehicles	8/2015	OReily 0343-114070	9.41
			parts to repair vehicles	8/2015	OReily 0343-114071	44.79
			parts to repair vehicles	8/2015	OReily 0343-114191	9.54
			parts to repair vehicles	8/2015	OReily 0343-114438	15.27
			parts to repair vehicles	8/2015	OReily 0343-114975	108.67
			parts to repair vehicles	8/2015	OReily 0343-114976	189.99
			credit fuel driver	8/2015	OReily 0343-114090	94.60-
16-62827	01-00180	City of Yukon (BankOne)PW	CNG	7/2015	Loves 75845	28.18
			CNG	8/2015	OnCue 083205	20.29
16-63160	01-00180	City of Yukon (BankOne)PW	Freon recovery machine	7/2015	OReily 0343-112133	3,599.00
16-63188	01-00180	City of Yukon (BankOne)PW	red oil rag rental	7/2015	Clean 50720345	19.78
			uniform cleaning,ren	7/2015	Clean 50720345	14.56
16-63189	01-00180	City of Yukon (BankOne)PW	red oil rag rental	7/2015	Clean 50721459	29.54
			uniform cleaning,ren	7/2015	Clean 50721459	18.69
16-63291	01-00180	City of Yukon (BankOne)PW	red oil rag rental	7/2015	Clean 50722560	19.78
			uniform cleaning,ren	7/2015	Clean 50722560	18.69
16-63312	01-00180	City of Yukon (BankOne)PW	spindle kit	8/2015	ProTurf 1308548-00	697.93
			est freight	8/2015	ProTurf 1308548-00	128.65
16-63313	01-00180	City of Yukon (BankOne)PW	parts for 108-2006-2009	7/2015	P&K 1848116	534.79
			parts for 108-2006-2009	7/2015	P&K 1920008	423.48
16-63314	01-00180	City of Yukon (BankOne)PW	hose for port a cooler	8/2015	Ace 875029	32.99
16-63335	01-00180	City of Yukon (BankOne)PW	drive shaft	8/2015	WesternEq 771949	1,421.20
16-63337	01-00180	City of Yukon (BankOne)PW	red oil rag rental	8/2015	Clean 50723671	29.54
			uniform cleaning,ren	8/2015	Clean 50723671	18.69
16-63352	01-00180	City of Yukon (BankOne)PW	overflow alarm	8/2015	PMEC 0141718	327.73
16-63293	01-29525	Locke Welding	demurrage rental	7/2015	R4369	104.00
16-63351	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2015	0111410-IN	8,212.37
			diesel fuel	8/2015	0111410-IN	2,198.42
16-63295	01-41440	ProStar Service-Oklahoma	coffee service for Aug 15	8/2015	143927	34.51
DEPARTMENT TOTAL:						19,984.58
FUND TOTAL:						222,766.00

FUND: 71 - Sanitation Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
16-63114	01-00171	City of Yukon (BankOne)SAN	Office Supplies	7/2015	Staples 7140542989	146.61
			Office Supplies	7/2015	Staples 0136553168	24.90
16-62817	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2015	Bruckners 460635C	37.72
			parts to repair vehicles	7/2015	Goodye 255-1004677	29.22
16-62819	01-00180	City of Yukon (BankOne)PW	tires for vehicles	7/2015	Goodye 255-1005222	576.60
16-63188	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50720345	46.99
16-63189	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50721459	46.97
16-63291	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2015	Clean 50722560	46.97
16-63337	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50723671	41.98
16-63195	01-01352	Anderson Safety Products	Safety Gear	7/2015	2437	547.31
16-63012	01-07900	Custom Printing	Transfer Station Tickets	7/2015	135471	1,329.00
16-63351	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2015	0111410-IN	119.19
			diesel fuel	8/2015	0111410-IN	3,229.19
16-63321	01-57420	Waste Connections of Oklaho	Landfill Fee's for July	7/2015	21114	32,297.19
16-63334	01-57425	Waste Connections of Oklaho	Hauling Fees for July 15	8/2015	1538213	330.00
DEPARTMENT TOTAL:						38,849.84
FUND TOTAL:						38,849.84

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
16-63125	01-00173	City of Yukon (BankOne)SW	Office supplies	8/2015	Walmart 06923	6.68
16-63245	01-00173	City of Yukon (BankOne)SW	OKSCAUG Conf -Andrew	8/2015	SCAUG 05233	750.00
			OKSCAUG Conf -Andrew	8/2015	SCAUG 05233	70.00
16-63255	01-00173	City of Yukon (BankOne)SW	Conf registration & exspe	8/2015	HotSprings 121422	300.00
			Conf registration & exspe	8/2015	HotSprings 121421	300.00
16-63400	01-06377	City of Oklahoma City	Cherry- 908 JF Krout	7/2015	170715	210.67
			Vaught- 202 Von Elm	7/2015	170715	52.67
			Newberry- 116WPlatt	7/2015	170715	26.33
			Story- 4108 Evening	7/2015	170715	26.33
16-63366	01-47660	Shred-it USA LLC	Document Destruction-July	8/2015	9406895694	9.60
DEPARTMENT TOTAL:						1,752.28
FUND TOTAL:						1,752.28
GRAND TOTAL:						396,505.23

**Technology Item Listing - Aug 18, 2015**

<b>Item #</b>	<b>Description</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Department</b>
101593	Cisco CP-7941G IP Phone	CP-7941G	FCH104891G6	Tech
102032	Cisco CP-7941G IP Phone	CP-7941G	FCH12289Z8K	Tech
	iPhone 5C - 16GB - Yellow	ME554LL/A	F73LH6DQFNDF	Tech
101505	Trimble Geo Explorer 2005 Series, Geo XH Standalone System	2005 Series	4640404438	Tech
100707	Dell Precision M90 Laptop	M90	5KYVNB1	Tech



## Oklahoma Municipal Assurance Group

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

July 31, 2015

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

RE: Member : City of Yukon  
Claimant : Bob Shawcross  
Date of Loss : 5/24/2015  
Claim No. : 200524-ME

Dear Ms. Hancock:

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

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

Thus to begin the 180-day statute of limitations prior to 8/27/15, you must deny this claim in writing before 8/27/15. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

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

Sincerely,

Mary Ellis, CPCU, AIC  
Claims Supervisor



# Oklahoma Municipal Assurance Group

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

July 31, 2015

Mr. Bob Shawcross  
311 Asbill Ave.  
Yukon, OK 73099

RE: Member : City of Yukon  
Claimant : Bob Shawcross  
Date of Loss : 5/24/2015  
Claim No. : 200524-ME

Dear Mr. Shawcross:

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

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

Our investigation indicates that the cause of this sewer backup was unknown as no blockage was found and the City had no notice of this problem prior to the sewer backup at 311 Asbill Avenue, Yukon, OK.

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

Sincerely,

*Mary Ellis*

Mary Ellis, CPCU, AIC  
Claims Supervisor

cc: City of Yukon ✓

**NOTICE OF TORT CLAIM**

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

**A. CLAIMANT REPORT**

To the City of Yukon  
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) Bob Shawcross CLAIMANT(S) SOCIAL SECURITY NO. [REDACTED]  
ADDRESS 311 E 5th St CLAIMANT(S) DATE OF BIRTH 1-1-24 Circle: M F  
Yukon, OK 73079 PHONE: HOME 405 354-1508 BUS. [ ]

- DATE AND TIME OF INCIDENT 24 May (Exact Date Required) 8:00 a.m. [ ] p.m. (Continue on another sheet if needed for any information requested)
- LOCATION OF INCIDENT Back porch
- DESCRIBE INCIDENT City worker back up into house on carpet floor

4. 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 \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

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

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS in side of house  
sewn back up on to carpeted floor

PROPERTY DAMAGE (Attach repair bills or estimates if available) \$ \_\_\_\_\_

LIST OTHER DAMAGES CLAIMED \$ \_\_\_\_\_

To replace carpet if necessary or clean if possible

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

6. The names of any witnesses known to you:

Name <u>Tonya Rego</u>	Address <u>215 Yukon</u>	Phone Number <u>924-8141-354-8038</u>
Name <u>Hensley Wilkerson</u>	Address <u>215 Yukon</u>	Phone Number <u>354-8038</u>

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

Bob Shawcross SIGNATURE(S) TOTAL CLAIM.....\$ \_\_\_\_\_ DATE 29 May 15

**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 May 29, 20 15

For further information on this claim contact Sara Hancock

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

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

\* Barnum Plumbing Invoice

→ Have Contacted Public Works for any statements or information

**Information for City Owned Vehicle Involved:**

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

As a result of this incident, are there damages to the City vehicle?  YES  NO

If YES, please fill out an **OMAG Auto Loss Notice** to have it repaired.

Persons who have knowledge of the circumstances surrounding this claim are:

Name	Title/Position	Telephone
1. <u>TERESA Stover</u>	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Submitted by: Sara Hancock Date June 1, 20 15

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

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

# Barnum Plumbing, Inc.

4000 S. Sunnyslane, Suite D, Del City, OK 73115  
South (405) 677-7096 North (405) 947-7096 Fax (405) 619-7096  
Federal ID# 20-0253312

Chris  
889-1714

Invoice # 42458

Company's Name \_\_\_\_\_  
Job # ST Bid Last name Shawcross First name Bob  
Date 5/24/15 Address 311 Asbill Ave  
Customer # \_\_\_\_\_ City Yukon State OK Zip 73099 Phone 401-5932  
Cell Phone \_\_\_\_\_ P.O. # \_\_\_\_\_ REF # \_\_\_\_\_

Job Info for Tenant \_\_\_\_\_

Serviceman Remarks: City Line Back up

Job Code ST Bid

Service Tech Chris

2nd Man \_\_\_\_\_

Cost 125.00

Parts Warranty: We do not, of course, guaranty other parts than those we supply. If repairs later become necessary due to other defective parts, they will be charged separately.

### BARNUM'S GUARANTEE

Complete sewer line or water line replacement 1 (one) year. Sewer and drain cleaning is guaranteed for a period of 30 days against root stoppages only. This guarantee does not include stoppages caused from Orangeburg fiber sewer line, grease, paper towel or anything considered abuse. This guarantee is for residential only.

All commercial drain lines are guaranteed for 10 days only. **PLUMBING REPAIRS ARE GUARANTEED FOR 30 DAY ONLY.**

All guarantees exclude tenant abuse to be determined by the serviceman.

Guaranteed Y/A Not Guaranteed N/A

ALL RETURN CHECKS WILL BE SENT TO THE DISTRICT ATTORNEY'S OFFICE

TOTAL \$ 125.00

Check # 384

CASH \_\_\_\_\_

BILLED \_\_\_\_\_

DISCOVER \_\_\_\_\_

VISA \_\_\_\_\_

MC \_\_\_\_\_

I AUTHORIZE BARNUM PLUMBING TO CONVERT MY CHECK TO AN ELECTRONIC FUNDS TRANSFER OR PAPER DRAFT, AND TO DEBIT MY ACCOUNT FOR THE AMOUNT OF THE TRANSACTION.

IN THE EVENT THAT MY DRAFT OR EFI IS UNPAID, I AGREE THAT A FEE OF OR AS ALLOWABLE BY LAW, MAY BE CHARGED TO MY ACCOUNT VIA DRAFT OR EFT.

I hereby acknowledge the satisfactory completion of above described work.

X [Signature]  
AUTHORIZED SIGNATURE



WATER-WASTEWATER

Statement

311 Asbill Ave.

05-24-2015

On Sunday, May 24<sup>th</sup>, 2015, I, James Jones, took a call from Rick Ford about a sewer call at 311 Asbill Ave. When I got there, I checked our line down flow and found nothing standing. The lamp-hole was buried, so we did a preventative maintenance run. We ran approximately 300 feet and did not hit anything but it did help the resident. We pulled back some roots. I made contact with the homeowner and they said everything was draining.

A handwritten signature in blue ink, appearing to be "James Jones", written over a horizontal line.

James Jones

## AGREEMENT FOR SERVICES

### CITY OF YUKON

### SISTER CITIES INTERNATIONAL

This Agreement is made and entered into this 31 day of July, 2015, by and between the **City of Yukon**, hereinafter referred to as "City", and **Sister Cities International**, a not for profit corporation, hereinafter referred to as "Contractor".

#### WITNESSETH:

**WHEREAS**, the Contractor is an experienced not for profit corporation concerned with the provision and services to the community; and

**WHEREAS**, the City has a continuing desire to serve the needs of the citizens of Yukon; and

**WHEREAS**, it is in the best interest of the citizens of the City of Yukon that the Contractor and the City agree for the provision of certain, hereinafter, described services by said Contractor; and,

**NOW, THEREFORE**, in consideration of mutual understanding the parties agree to the foregoing and as follows:

1. **TERM:** This agreement shall be from the 1<sup>st</sup> day of July, 2015, through the 30<sup>th</sup> day of June, 2016.
2. **CONSIDERATION:** The City agrees to pay contractor, as consideration for services for the citizens of Yukon provided by Contractor the total sum of Four Hundred Twenty-five Dollars (\$425.00), upon proper application.

No application shall be considered for payment unless the services set forth in Paragraph Three (3) are continuously provided.

3. **SERVICES:** In consideration of the above, the Contractor agrees to provide the following services:
  - A) Continue to foster a positive relationship with Yukon's sister city, Krnov, Czech Republic.
  - B) Maintain its status of good standing with other similar organizations.

Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of this

program.

4. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor.
5. Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

IN WITNESS WHEREOF, the parties signify their agreement to all contained herein by the following executions:

THE CITY OF YUKON

SISTER CITIES INTERNATIONAL  
A nonprofit corporation

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

Illona Morris  
President

ATTEST:

ATTEST:

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

Gordon Morris  
Secretary

APPROVED BY:

\_\_\_\_\_  
Michael D. Segler, City Attorney

## AGREEMENT FOR SERVICES

**CITY OF YUKON**

**OKLAHOMA CZECHS, INC.**

This Agreement is made and entered into this 18 day of August 2015, by and between the City of Yukon, hereafter referred to as "City" and Oklahoma Czechs, Inc., a nonprofit Corporation, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the Contractor is an experienced nonprofit corporation concerned with the provision and services to the community; and

**WHEREAS**, the City has a continuing desire to serve the needs of the citizens of Yukon; and

**WHEREAS**, it is in the best interest of the citizens of the City of Yukon that the Contractor and the City agree for the provision of certain, hereinafter, described services by said Contractor; and

**NOW, THEREFORE**, In consideration of mutual understanding the parties agree to the foregoing and as follows:

1. **TERM:** This agreement shall be from the 1<sup>st</sup> day of July, 2015, through the 30<sup>th</sup> day of June, 2015.
2. **CONSIDERATION:** The City agrees to pay contractor, as consideration for services for the citizens of Yukon provided by Oklahoma Czechs, Inc., the total sum of One Thousand Four Hundred Fifty-five Dollars (\$1,455.00) to be paid upon proper application.

No application shall be considered for payment unless the services set forth in Paragraph Three (3) are provided.

In addition thereto, the City shall provide:

- A) Dumpsters for use at the Czech Festival, including the emptying of dumpsters the evening of the 2015 festival;
- B) Clean up before and after the Czech Festival;
- C) Police patrol at the Czech Festival;
- D) Provide police and fire presence at the Czech building;
- E) Closing of Fifth Street, between Cedar and Birch, during the Czech Festival.

3. **SERVICES:** In consideration of the City's above set forth payment, the Contractor agrees to provide the following services:

- A) Contractor shall provide to the citizens of the City of Yukon and visitors to the Czech Festival, entertainment, information concerning the Czech heritage and culture, arts and crafts, booths and exhibits, and food and drink booths.

Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of this program.

- 4. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor. In addition, Contractor agrees to provide the City as an additional insured in an amount of not less than the maximum exposure of the City under the Oklahoma Governmental Tort Claims Act.
- 5. Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

IN WITNESS WHEREOF, the parties signify their agreement to all contained herein by the following executions:

THE CITY OF YUKON

OKLAHOMA CZECHS, INC.  
A nonprofit Corporation

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

\_\_\_\_\_  
President

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Secretary

APPROVED BY:

\_\_\_\_\_  
Michael D. Segler, City Attorney

**AGREEMENT FOR SERVICES**

**CITY OF YUKON**

**COMPASSIONATE HANDS, INC.**

This Agreement is made and entered into this 11th day of August, 2015, 2015, by and between the **City of Yukon**, hereinafter referred to as "City", and **Compassionate Hands, Inc.**, a not for profit Corporation, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the Contractor is an experienced nonprofit corporation concerned with the provision and services to the community; and

**WHEREAS**, the City has a continuing desire to serve the needs of the citizens of Yukon; and

**WHEREAS**, it is in the best interest of the citizens of the City of Yukon that the Contractor and the City agree for the provision of certain, hereinafter, described services by said Contractor; and,

**NOW, THEREFORE**, in consideration of mutual understanding the parties agree to the foregoing and as follows:

- 1. **TERM:** This agreement shall be from the 1<sup>st</sup> day of July, 2015, through the 30<sup>th</sup> day of June, 2016.
- 2. **CONSIDERATION:** The City agrees to pay contractor, as consideration for services for the citizens of Yukon provided by Compassionate Hands, Inc. the total sum of Twelve Thousand Dollars (\$12,000.00) to be paid in monthly installments of One Thousand and 00/100ths Dollars (\$1,000.00) each month, upon proper application.

~~No application shall be considered for payment unless the services set forth in Paragraph Three (3) are continuously provided.~~

- 3. **SERVICES:** In consideration of the above, the Contractor agrees to provide the following services:
  - A) Social services to the citizens of Yukon, Canadian County, Oklahoma, including the distribution of funds to citizens of Yukon, and others;
  - B) Provide the financially disadvantaged citizens of Yukon with financial assistance for rent, utilities, prescription medications, gasoline, automobile repairs and referrals for food and clothing;

- C) Provide services as a clearinghouse, networking service and referral agency to provide services, support and to foster hope for self-sufficiency; and
- D) Transportation services for all disabled and elderly citizens of Yukon, with regard to medical, nutritional, social and recreational, educations, shopping and limited personal needs.

Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of this program.

- 4. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor.
- 5. Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

IN WITNESS WHEREOF, the parties signify their agreement to all contained herein by the following executions:

THE CITY OF YUKON

COMPASSIONATE HANDS, INC.

A not-for-profit corporation

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

*Pamela Kennedy*  
\_\_\_\_\_  
President

ATTEST:

ATTEST:

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

*Alicia Darry*  
\_\_\_\_\_  
Secretary

APPROVED BY:

*[Signature]*  
\_\_\_\_\_  
Michael D. Segler  
City Attorney



July 24, 2015

To the City Council and Management  
City of Yukon, Oklahoma

We are pleased to confirm our understanding of the services we are to provide City of Yukon for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Yukon as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement City of Yukon’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Yukon’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Budgetary Comparison Schedule
- 3) Combining Financial Statements

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Yukon and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Yukon’s financial statements. Our report will be addressed to the City Council and management of City of Yukon. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal

control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Yukon is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Yukon's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed,

the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Yukon; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of FSW&B CPA's-PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of State Auditor of Oklahoma or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of FSW&B CPA's-PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Office of State Auditor of Oklahoma. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 15, 2015 and to issue our reports no later than November 15, 2015. Derrel S. White, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$27,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Yukon and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*FSW:B CPA'S-PLLC*

FSW&B CPA's-PLLC

RESPONSE:

This letter correctly sets forth the understanding of City of Yukon.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ORDINANCE NO. 1323**

**AN ORDINANCE INCREASING THE CORPORATE LIMITS OF THE CITY OF YUKON, AND DESIGNATING AN AREA OF APPROXIMATELY 253 ACRES SOUTH OF MAIN STREET AND WEST OF FRISCO ROAD, IN THE NORTH HALF, SECTION 24, TOWNSHIP 12 NORTH RANGE 6 WEST, I.M., CANADIAN COUNTY, OKLAHOMA FOR SUCH INCREASE; AND DETERMINING THAT THE AREA FOR SUCH AN INCREASE IS CONSIDERED TO BE WITHIN THE CORPORATE LIMITS OF THE CITY OF YUKON; PROVIDING AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES, OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT IF ANY PART OR PORTIONS HEREOF ARE INVALID OR INEFFECTIVE, THE REMAINING PORTIONS SHALL NOT BE AFFECTED; AND DECLARING AN EMERGENCY.**

**SECTION 1: Jurisdictional Facts**

A. Written Petition for Annexation has been received from the owners of all of the acres to be annexed.

B. Notice of the proposed Annexation was published in a newspaper of general circulation in the City of Yukon once a week for two consecutive weeks and a copy of the Notice was mailed to all owners of property to be annexed setting forth the date and time of a public hearing to consider the question of annexation.

C. A public hearing concerning the question of annexation was scheduled and held more than fourteen (14) days and less than thirty (30) days following the publication and mailing of notice.

The City of Yukon finds that said property is adjacent and contiguous to the corporate limits of the City of Yukon, and as of the effective date hereof, will not be part of any other incorporated municipality. The City of Yukon further finds that the notice published fully complies with Oklahoma law as to form, giving notice that said Public Hearing would be held, setting forth the nature and purpose thereof and describing the property sought to be annexed.

**SECTION 2: Annexation**

**BE IT ORDAINED BY THE COUNCIL FOR THE CITY OF YUKON, OKLAHOMA**, that, pursuant to the laws of the State of Oklahoma, and based on the facts and circumstances herein set forth, the following described property is annexed by the City of Yukon, Oklahoma into the corporate limits of the City and is added to the territory of the City of Yukon, Oklahoma:

A tract of land lying within N/2, Section 24, T-12-N, R-6-W, West of the I.M., Canadian County, Oklahoma, more particularly described as follows:

The Northeast Quarter (NE/4) of Section Twenty-four (24), Township Twelve (12) North, Range Six (6) West of the Indian Meridian, Canadian County, Oklahoma;

and

A tract of land lying in the Northwest Quarter (NW/4) of Section Twenty-four (24), Township Twelve (12) North, Range Six (6) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter (NW/4) of Section Twenty-four (24), Township Twelve (12) North, Range Six (6) West of the Indian Meridian, Canadian County, Oklahoma,

Thence South  $00^{\circ}14'50''$  West (Deed South  $00^{\circ}00'26''$  East) a distance of 2637.38 feet;

Thence South  $89^{\circ}42'28''$  West a distance of 1174.92 feet (Deed 1163.49 feet) to a non-tangent curve to the left; said curve having a delta angle of  $01^{\circ}50'46''$ , a radius of 10917.96 feet, a chord bearing of North  $76^{\circ}09'30''$  West, a chord distance of 351.78 feet for a distance of 351.80 feet;

Thence North  $66^{\circ}30'06''$  West a distance of 207.52 feet to a curve to the left; said curve having a delta angle of  $00^{\circ}38'36''$  a radius of 10957.96 feet, a chord bearing of North  $78^{\circ}17'16''$  West, a chord distance of 123.02 feet for a distance of 123.02 feet;

Thence North  $51^{\circ}04'21''$  East a distance of 261.01 feet; Thence North  $43^{\circ}54'25''$  East a distance of 199.31 feet;

Thence North  $43^{\circ}09'05''$  East a distance of 174.47 feet; Thence North  $01^{\circ}16'56''$  East a distance of 212.53 feet;

Thence North  $33^{\circ}18'54''$  West a distance of 161.57 feet; Thence North  $44^{\circ}27'34''$  West a distance of 284.24 feet;

Thence North  $35^{\circ}16'56''$  West a distance of 199.58 feet; Thence North  $45^{\circ}42'08''$  East a distance of 239.73 feet;

Thence North  $32^{\circ}17'13''$  East a distance of 261.21 feet; Thence North  $34^{\circ}55'37''$  East a distance of 111.21 feet;

Thence North  $44^{\circ}40'23''$  West a distance of 141.08 feet; Thence North  $32^{\circ}59'43''$  West a distance of 275.95 feet;

Thence North  $08^{\circ}30'40''$  East a distance of 129.77 feet; Thence North  $43^{\circ}20'16''$  East a distance of 171.88 feet;

Thence North  $55^{\circ}44'03''$  East a distance of 267.34 feet; Thence North  $00^{\circ}18'17''$  West a distance of 81.45 feet;

Thence North  $89^{\circ}41'43''$  East a distance of 1293.50 feet (Deed 1270.25) feet to the point of beginning.

and that the Map of the City of Yukon, Oklahoma, shall be amended to reflect the change in boundaries resulting from this annexation. The Mayor is hereby authorized and directed to file and record a duly certified copy of this Ordinance, together with an accurate map or plat of the annexed property, in the office of the Canadian County Clerk and with the Ad Valorem Division of the Oklahoma Tax Commission, and the City Manager is authorized to take appropriate measures to implement this Ordinance.

**SECTION 3:** The effective date of this annexation shall be 12:00 AM, on Sunday, August 23, 2015.

**SECTION 4:** All ordinances or portions of ordinances in conflict herewith are hereby repealed.

**SECTION 5:** That if any part or parts hereof be held invalid or ineffective, the remaining portions shall not be affected.

**SECTION 6: Emergency**

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015, with the Emergency Clause passed separately.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK  
(SEAL)

RESOLUTION NO. 2015-13

A RESOLUTION HONORING THE MEMORY OF FROSTY PEAK AND COMMEMORATING HIS YEARS OF DEDICATED SERVICE TO THE CITY OF YUKON, ITS EMERGENCY MANAGEMENT DEPARTMENT AND ITS CITIZENS BY NAMING AFTER HIM THE CITY OF YUKON EMERGENCY OPERATIONS CENTER.

WHEREAS, Frosty Peak devoted ten years to the service of the City of Yukon, the Emergency Management Department and the citizens of Yukon; and,

WHEREAS, it is appropriate that the Yukon City Council recognize Frosty Peak in a public and lasting manner by naming after him the City of Yukon Emergency Operations Center.

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

That the City of Yukon Emergency Operations Center be hereafter and forever named and known as the **Frosty Peak Emergency Operations Center** and City Staff is hereby directed to take whatever action may be necessary to publicly memorialize this commemoration.

Adopted and approved by the Council of the City of Yukon this 18th day of August, 2015.

[Seal]

\_\_\_\_\_  
MAYOR

ATTEST:

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



**DATE:** August 11, 2015  
**FROM:** Mitchell Hort, Director  
**TO:** City Manager & City Council  
**RE:** Conditional Use Permit for Hideaway Pizza

Attached are the minutes from the August 10, 2015, Planning Commission Meeting for a Conditional Use Permit for a 55 foot Hideaway Pizza sign at 1701 Shedeck Parkway, Yukon OK.

Chairman Baker stated I would like to make a motion; in the case of the application for a final plat for Popeye's, Canadian Heights 6<sup>th</sup> Addition submitted by Red Plains Surveying Company on behalf of Beard Enterprises, Inc., we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with all plans and attachments cited in the staff report. I move that this item be recommended for approval with the following conditions;

- 1) All staff requested revisions noted in this staff report (items # 4 & # 6) shall be incorporated into plat design prior to transmittal of final plat to the City Council.

Seconded by Commissioner Hatley.

Chairman Taylor asked can you get those revisions done before going to City Council?

Mr. Kent replied yes, they should be completed by Wednesday.

Commissioner Davis asked did we have a problem with the 500 ft in the front? Or a setback problem?

Mr. Hort replied are you talking about the front of the building where it sets back?

Commissioner Davis stated yes.

Mr. Hort replied the setbacks were taken care of at the Board of Adjustments.

A roll call was taken.

The Vote:

Ayes: Taylor, Davis, Baker, Hatley

Nayes: None

Vote: 4-0

Motion Carried

7. ITEM: TO HEAR A REQUEST FROM A-MAX SIGN COMPANY ON BEHALF OF HIDEAWAY PIZZA FOR A CONDITIONAL USE PERMIT FOR A SIGN AT 1701 SHEDECK PARKWAY, YUKON OK.

Brian Ward, Tulsa, A-Max Sign Company on behalf of Hideaway Pizza. I did bring a couple of handouts if you would like to take a look at them. I'm not sure what the format is for a Conditional Use Permit. It shows the Hideaway Pizza, we are seeking approval on a 55 foot sign that would be visible East & West from I-40. Chairman Taylor asked, Mitchell why is this sign required to be a Conditional Use?

Mr. Hort replied because of the height, it's above 35 feet so it's required to have a Conditional Use Permit.

Commissioner Hatley stated I would like to make a motion; in the case of the application for a Conditional Use Permit submitted by A-Max Sign Company, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all attachments cited in the staff report. I move that this item be recommended for approval to the City Council.

Seconded by Commissioner Davis.

The Vote:

Ayes: Hatley, Baker, Davis, Taylor

Nayes: None

Vote: 4-0

Motion Carried

~~8. NEW BUSINESS~~

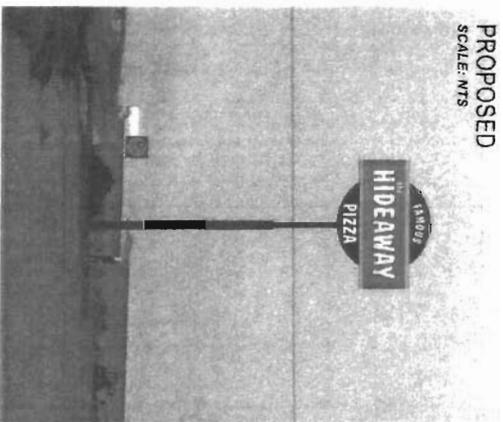
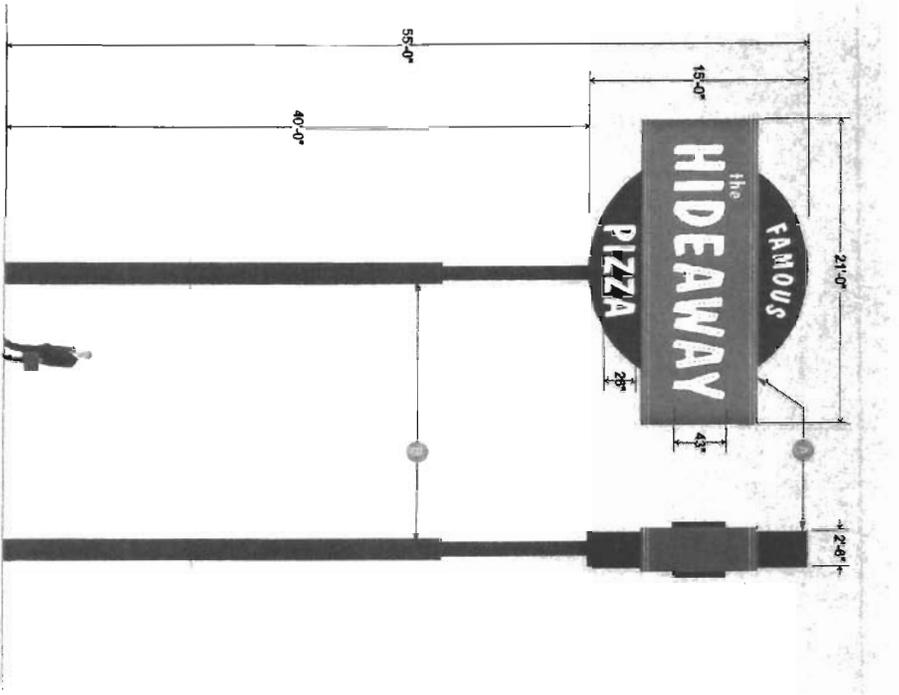
~~NONE~~

9. ITEM: OPEN DISCUSSION

Commissioner Baker stated School will be starting, please drive slow and be aware.

10. ADJOURNMENT –NEXT MEETING SEPTEMBER 21, 2015

Meeting adjourned at 7:20 pm



**PROPOSED**  
SCALE: NTS



**a.max**  
SIGN COMPANY, INC

www.amaxsign.com  
9500 E. 58th Place  
Indio, Oklahoma 73445  
Ph: (818)707-0051 Fax: (818)707-0050

SCALE: 1/8"=1'

DATE: 12/29/11

PL: FJAME - HIGHRESHD\_REV3

SALES REP: BRAD WISGO

DRAWN BY: FW

PROJECT: HIDEAWAY PIZZA

LOCATION: VERNON, OK

ADDRESS: 1401 SHEDECK PARKWAY

**(U)** Signs will be made to meet UL code listings as required.

**(M)** All signs and outlines requiring their company must be done in the U.S.A. All letters, including printer proofing, must be done in the U.S.A.

CLIENT APPROVAL / DATE

LISTED OR APPROVAL / DATE

REVISIONS:

1	_____
2	_____
3	_____
4	_____
5	_____

SHEET NUMBER DWG  
REV 3 060215-01



**DATE:** August 11, 2015  
**FROM:** Mitchell Hort, Director  
**TO:** City Manager & City Council  
**RE:** Final Plat Popeye's Restaurant

**MEMORANDUM**

Attached are the minutes from the August 10, 2015 Planning Commission Meeting for the Final Plat of Popeye's Restaurant. A tract of land being a part of Lot One (1), Block nineteen (19) , Canadian Heights 6<sup>th</sup> Addition, to the City of Yukon, Canadian County, Oklahoma; better known as 1205 Garth Brooks Blvd., Yukon, OK.

6. ITEM: TO HEAR A REQUEST BY MACARTHUR ASSOCIATED CONSULTANTS FOR A FINAL PLAT. A TRACT OF LAND BEING A PART OF LOT ONE (1), BLOCK NINETEEN (19), CANADIAN HEIGHTS 6<sup>TH</sup> ADDITION, TO THE CITY OF YUKON, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLOT THEREOF, ALSO LYING AND BEING IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-NINE (29) TOWNSHIP TWELVE (12) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, CANADIAN COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 960.22 FEET SOUTH 00°17'45"EAST AND 110.00 FEET NORTH 89°42'15"EAST OF THE NORTHWEST CORNER OF SAID NW/4 OF SECTION 29, T12N-R5W, SAID POINT BEING IN LOT 1, BLOCK 19 AND BEING A POINT ON THE EAST LINE OF A STRIP OF LAND TAKEN BY THE STATE OF OKLAHOMA EX REL DEPARTMENT OF HIGHWAYS OF THE STATE OF OKLAHOMA IN CANADIAN COUNTY DISTRICT COURT CASE NO. 20603, JOURNAL ENTRY FILED NOVEMBER 16, 1966 IN BOOK 410, PAGE 58 (PRIOR TO THE PLAT OF CANADIAN HEIGHTS 6<sup>TH</sup> ADDITION); THENCE CONTINUING NORTH 89°42'15"EAST A DISTANCE OF 175.00 FEET TO A POINT; THENCE SOUTH 00°17'45"EAST A DISTANCE OF 150.00 FEET TO A POINT; THENCE SOUTH 89°41'25"WEST A DISTANCE OF 175.00 FEET TO A POINT ON THE AFORESAID EAST LINE OF A STRIP TAKEN BY THE STATE OF OKLAHOMA; THENCE, ON SAID LINE NORTH 00°17'45"WEST, A DISTANCE OF 150.00 FEET TO THE POINT OR PLACE OF BEGINNING. CONTAINING AN AREA OF 26,250 SQUARE FEET OR 0.6026 ACRES, MORE OR LESS, BETTER KNOWN AS 1205 GARTH BROOKS BLVD., YUKON, OK.

Russell Kent, Macarthur Associate Consultants representing the applicant. We are requesting approval of the final plat at 1205 Garth Brooks Blvd., for a proposed Popeye's Restaurant. The entrance is from Garth Brooks Blvd, it's the only entrance, drive-thru, fast-food single story restaurant; site improvements include parking, sidewalk access

Commissioner Taylor asked, Mitchell we will have a turn-in at Popeye's, one at A&W and one at Cane's; so we'll have 3 turn-in's in a row, correct?

Mr. Hort replied that is correct, those are existing.

Commissioner Davis asked when will you start construction?

Mr. Kent replied as soon as we get the building permit; then it typically takes 6 months. So the beginning of next year sometime it should be finished.

Chairman Taylor asked the old building will need to be razed?

Mr. Kent replied that is correct, the old building razed and the old concrete taken out; new concrete & pavement.

Chairman Baker stated I would like to make a motion; in the case of the application for a final plat for Popeye's, Canadian Heights 6<sup>th</sup> Addition submitted by Red Plains Surveying Company on behalf of Beard Enterprises, Inc., we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with all plans and attachments cited in the staff report. I move that this item be recommended for approval with the following conditions;

- 1) All staff requested revisions noted in this staff report (items # 4 & # 6) shall be incorporated into plat design prior to transmittal of final plat to the City Council.

Seconded by Commissioner Hatley.

Chairman Taylor asked can you get those revisions done before going to City Council?

Mr. Kent replied yes, they should be completed by Wednesday.

Commissioner Davis asked did we have a problem with the 500 ft in the front? Or a setback problem?

Mr. Hort replied are you talking about the front of the building where it sets back?

Commissioner Davis stated yes.

Mr. Hort replied the setbacks were taken care of at the Board of Adjustments.

A roll call was taken.

The Vote:

Ayes: Taylor, Davis, Baker, Hatley

Nayes: None

Vote: 4-0

Motion Carried

~~7. ITEM: TO HEAR A REQUEST FROM A-MAX SIGN COMPANY ON BEHALF OF HIDEAWAY PIZZA FOR A CONDITIONAL USE PERMIT FOR A SIGN AT 1701 SHEDECK PARKWAY, YUKON OK.~~

Brian Ward, Tulsa, A-Max Sign Company on behalf of Hideaway Pizza. I did bring a couple of handouts if you would like to take a look at them. I'm not sure what the format is for a Conditional Use Permit. It shows the Hideaway Pizza, we are seeking approval on a 55 foot sign that would be visible East & West from I-40. Chairman Taylor asked, Mitchell why is this sign required to be a Conditional Use?

Mr. Hort replied because of the height, it's above 35 feet so it's required to have a Conditional Use Permit.



**DATE:** August 11, 2015  
**FROM:** Mitchell Hort, Director  
**TO:** City Manager & City Council  
**RE:** Final Plat River Mesa 2

**MEMORANDUM**

Attached are the minutes from the August 10, 2015 Planning Commission Meeting for the Final Plat of River Mesa 2. A tract of land situate within a portion of the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian (I.M.) in Yukon, Canadian County Oklahoma. Said tract contains 498,068 square feet or 11.434 acres more or less.

Commissioner Baker stated I would like to make a motion; in the case of the sign permit submitted for Physical Therapy Central, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings. I move that the submitted detailed sign permit be approved with the following conditions:

- 1) The Tenant Sign Criteria be brought back before the Planning Commission for review and approval as part of the PUD amendment application.

Seconded by Hatley.

A roll call was taken.

The Vote:

Ayes: Taylor, Davis, Baker, Hatley

Nays: None

Vote: 4-0

Motion Carried

5. ITEM: TO HEAR A REQUEST BY CRAFTON TULL FOR CONSIDERATION OF A FINAL PLAT FOR RIVER MESA 2.A TRACT OF LAND SITUATE WITHIN A PORTION OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP TWELVE NORTH (T12N), RANGE FIVE WEST (R5W) OF THE INDIAN MERIDIAN (I.M.) IN YUKON, CANADIAN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EASTERNMOST SOUTHEAST CORNER OF RIVER MESA SECTION 1; THENCE S00°00'51"W A DISTANCE OF 795.65 FEET; THENCE S89°59'28"W A DISTANCE OF 1317.18 FEET; THENCE N00°21'03"W A DISTANCE OF 1318.37 FEET; THENCE N89°57'25"E A DISTANCE OF 617.37 FEET; THENCE S00°01'20"E A DISTANCE OF 120.22 FEET; THENCE S89°58'40"W A DISTANCE OF 29.63 FEET; THENCE S00°01'20"E A DISTANCE OF 403.01 FEET; THENCE N89°58'40"E A DISTANCE OF 170.00 FEET; THENCE N00°01'20"W A DISTANCE OF 40.00 FEET; THENCE N89°58'40"E A DISTANCE OF 277.00 FEET; THENCE S00°01'20"E A DISTANCE OF 40.00 FEET; THENCE N89°58'40"E A DISTANCE OF 290.51 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,371,134 SQUARE FEET OR 31.477 ACRES MORE OR LESS.

Kendall Dillan with Crafton Tull representing the applicant. This is obviously the next phase of River Mesa Addition. I think the staff report mentions 31 acres that was correct on the preliminary; this is actually the remainder which is 11 acres, I believe – 41 lots.

Chairman Taylor stated we need to make the correction on the agenda item; Kathy would you take care of that?

**NOTED TO READ:** Item (5) TO HEAR A REQUEST BY CRAFTON TULL FOR CONSIDERATION OF A FINAL PLAT FOR RIVER MESA 2.A TRACT OF LAND SITUATE WITHIN A PORTION OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP TWELVE NORTH (T12N), RANGE FIVE WEST (R5W) OF THE INDIAN MERIDIAN (I.M.) IN YUKON, CANADIAN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EASTERNMOST SOUTHEAST CORNER OF RIVER MESA SECTION 1; THENCE S00°00' 51"W A DISTANCE OF 795.65 FEET; THENCE S89°59' 28"W A DISTANCE OF 1317.18 FEET; THENCE N00°21' 03"W A DISTANCE OF 1318.37 FEET; THENCE N89°57' 25"E A DISTANCE OF 617.37 FEET; THENCE S00°01' 20"E A DISTANCE OF 120.22 FEET; THENCE S89°58' 40"W A DISTANCE OF 29.63 FEET; THENCE S00°01' 20"E A DISTANCE OF 403.01 FEET; THENCE N89°58' 40"E A DISTANCE OF 170.00 FEET; THENCE N00°01' 20"W A DISTANCE OF 40.00 FEET; THENCE N89°58' 40"E A DISTANCE OF 277.00 FEET; THENCE S00°01' 20"E A DISTANCE OF 40.00 FEET; THENCE N89°58' 40"E A DISTANCE OF 290.51 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 498,068 SQUARE FEET OR 11.434 ACRES MORE OR LESS.

Chairman Taylor asked how soon before you start?

Mr. Dillion stated as soon as we can get approved we would like to begin the dirt work.

Chairman Taylor asked to start putting houses down, is that like a year or two down the road?

Mr. Dillion stated from the time we start, weather permitting, it will be 7-10 months.

Commissioner Hatley stated I would like to make a motion; in the case of the application for a final plat for River Mesa Section 2 submitted by Crafton Tull on behalf of Manco Enterprises, LLC we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with all plans and attachments cited in the staff report. I move that this item be recommended for approval to the City Council with the following recommendations;

- 1) Add the sidewalk and common area maintenance notes to the final plat.
- 2) Eliminate the stricken basis of bearing

Seconded by Commissioner Baker

The Vote:

Ayes: Hatley, Baker, Davis, Taylor

Nays: None

Vote: 4-0

Motion Carried



**DATE:** August 11, 2015

**FROM:** Mitchell Hort  
Director Development Services

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

**RE:** Acceptance of the Fire Line and Fire Hydrant and place the maintenance bond into effect to serve Raising Cane's.

**MEMORANDUM**

Attached please find the acceptance of the Fire Line and Fire Hydrant and place the maintenance bond into effect to serve Raising Cane's. Attached is Robbie William's memo for your review and recommendation for acceptance and placing the maintenance bond into effect.



MEMORANDUM

Date: May 21, 2015

To: Mitch Hort

From: Robbie Williams

Re: Raising Canes #197  
Site Civil Drawings

We have completed our final inspection and recommend the issuance of the certificate of occupancy provided all other City Department punch list items have been completed.

Should you need additional information please contact me.

**MAINTENANCE BOND**  
(Private Contract)

Bond # 0425277

**KNOW ALL MEN BY THESE PRESENT:**

That We, CTR Plumbing Services, LLC, as Principal, and Westfield Insurance Co., as Surety, are held and firmly bound unto THE CITY OF YUKON in the full and just sum of Nine Thousand Two Hundred Five Dollars and no/cents Dollars (\$ 9,205.00), such sum being equal to the contract price for a period of two (2) year, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

Whereas, in a contract dated the 11th day of February, 20 15, with \_\_\_\_\_,

the Principal agreed to construct improvements in The City of Yukon, being:

Installation of Fire Line to serve Raising Cane's, 1127 Garth Brooks Blvd, Yukon OK

\_\_\_\_\_

\_\_\_\_\_

as more particularly described and in compliance with the plans and specifications on file in the Office of the City Engineer of The City of Yukon. As a condition of said construction contract and as a condition of the issuance of a work order by the City Engineer, Principal has agreed and hereby agrees to construct and maintain said improvements in compliance with Yukon standards and the aforementioned plans and specification against any failure due to workmanship or material for a period of two (2) years from the date of final formal acceptance of the improvements by the Council of The City of Yukon.

**NOW, THEREFORE**, if said Principal shall pay or cause to be paid to the City, all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years from and after the final formal acceptance of said project by the City, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

Revised 1/15/2008

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

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

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

**REVIEWED** and **APPROVED** by the Council of THE CITY OF YUKON this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Mayor

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

**REVIEWED** for form and legality.

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

Revised 1/15/2008

EXECUTED this 11th day of February, 2015.

CTR Plumbing Services, LLC

ATTEST:

Principal

\_\_\_\_\_  
Secretary/Witness

By Ronald J. Cole  
Ron Cole, Member

**NOTARY STATEMENT**

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

Signed and sworn or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_

as a free and voluntary act on behalf of the Principal pursuant to authority conferred and for these  
uses and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last  
above written.

(Seal)

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

My Commission expires: \_\_\_\_\_

My Commission No.: \_\_\_\_\_

Revised 1/15/08

EXECUTED this 11th day of February, 2015.

ATTEST:

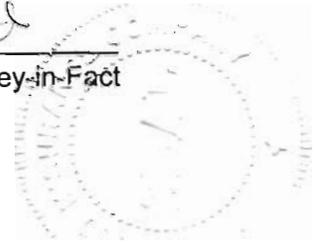
Westfield Insurance Co.

Surety

Alexander M. Maffei  
Secretary/Witness

By

John Cate  
John Cate, Attorney-in-Fact



**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

COUNTY OF Cleveland )

Signed and sworn or affirmed before me on this 11th day of February, 2015,

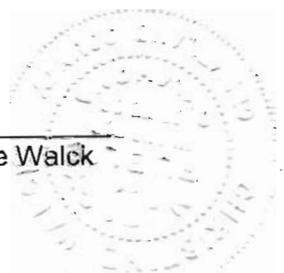
by John Cate

as a free and voluntary act on behalf of the Surety pursuant to authority conferred and for these uses and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

(Seal)

Christine Walck  
Notary Public Christine Walck



My Commission expires: February 3, 2018

My Commission No.: 14000938



**DATE:** August 11, 2015

**FROM:** Mitchell Hort  
Director Development Services

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

**RE:** Acceptance of the Paving and Drainage improvements and place the maintenance bond into effect to serve Frisco Ridge Phase II.

**MEMORANDUM**

Attached please find the acceptance of the Paving and Drainage improvement and place the maintenance bond into effect to serve Frisco Ridge Phase II. Attached is Robbie William's memo for your review and recommendation for acceptance and placing the maintenance bond into effect.



MEMORANDUM

Date: August 7, 2015

To: Mitch Hort

From: Robbie Williams

Re: Frisco Ridge Phase 2  
Paving, Drainage, Water and Sewer

We have completed our final inspection and recommend the City accept the public improvements and execute the maintenance bond.

Should you need additional information please contact me.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned Schwarz Paving Co., Inc., as Principal and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Yukon, OK in the penal sum of Seven Hundred Fifty-Six Thousand Four Hundred Forty-Seven & NO/100\*\*\*\*\* (\$756,447.00), such sum being equal to the contract price and being in force for a period of one (1) year from the date of acceptance of the below described improvements by the Developer; thereafter in the sum of One hundred Eighty-Nine Thousand One hundred Eleven & 75/100\*\*\*\*\* (\$189,111.75) such sum being not less than Twenty-Five Percent (25%) of the total contract price of said improvements for a period of One (1) year for the 2<sup>nd</sup> year maintenance period; thereafter in the sum of One Hundred Thirteen Thousand Four Hundred Sixty-Seven & 05/100\*\*\*\*\* (\$113,467.05) of the total contract price of said improvements for a period of One (1) year for the 3<sup>rd</sup> year Maintenance Period for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on January 7, 2015 enter into a contract with ODB Investors, LLC for: Paving Drainage and Detention Improvements to Frisco Ridge Phase II, South of Hwy 66, East of Frisco Road, Yukon, OK

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond to remain in full force and effect for the period of Three (3) year(s) from the date of acceptance, as therein stated in said specifications; the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of Three (3) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed and dated this 9<sup>th</sup> day of January, 2015.

Schwarz Paving Co., Inc.  
BY: [Signature]  
Title President

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



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

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

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

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

**ATTEST:**

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



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

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

State of Maryland  
City of Baltimore

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

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

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



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

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9 day of JANUARY, 2015.



*Gerald F. Haley*

Gerald F. Haley, Vice President



**DATE:** August 11, 2015

**FROM:** Mitchell Hort  
Director Development Services

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

**RE:** Acceptance of the Sanitary Sewer Line improvements and place the maintenance bond into effect to serve Frisco Ridge Phase II.

**MEMORANDUM**

Attached please find the acceptance of the Sanitary Sewer Line improvement and place the maintenance bond into effect to serve Frisco Ridge Phase II. Attached is Robbie William's memo for your review and recommendation for acceptance and placing the maintenance bond into effect.



MEMORANDUM

Date: August 7, 2015

To: Mitch Hort

From: Robbie Williams

Re: Frisco Ridge Phase 2  
Paving, Drainage, Water and Sewer

We have completed our final inspection and recommend the City accept the public improvements and execute the maintenance bond.

Should you need additional information please contact me.



FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

HOME OFFICES: BALTIMORE, MD 21203

Maintenance Bond

Bond No. 09086211

KNOW ALL MEN BY THESE PRESENTS, that we 4M Trenching, Inc.  
hereinafter  
called Principal, as Principal, and Fidelity and Deposit Company of Maryland  
a corporation of the State of Maryland, Baltimore, Maryland, hereinafter called Surety, as Surety, are held and firmly  
bound unto City of Yukon

hereinafter called Obligee in the sum of Two Hundred Eleven Thousand Twenty Seven & 20/100--  
( \$211,027.20 ) DOLLARS,  
lawful money of the United States of America, to be paid to the said Obligee, or its successors or assigns, to the payment  
of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 8th day of July, 2014

WHEREAS, the Principal entered into a contract with the said Obligee, dated July 8, 2014  
for Sanitary Sewer Line Improvements to Frisco Ridge Phase II

and,

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of  
said contract and

WHEREAS, said contract was completed and accepted on the 8th day of July, 2014

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy, without  
cost to the Obligee, any defects which may develop during a period of Two (2) Years  
from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior  
materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

ATTEST:

4M Trenching, Inc.

[Signature]

By: [Signature] Principal

[Signature]

Patti Jackson

- FIDELITY AND DEPOSIT COMPANY OF MARYLAND
- COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

By: [Signature]  
Deborah L. Raper, Attorney-in-Fact

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **J. Kelly DEER, Travis E. BROWN, Robbie LOYD, Jamie BURRIS, Vaughn P. GRAHAM, Stephen M. POLEMAN, Cindy M. REYNOLDS, Deborah L. RAPER, Dwight A. PILGRIM and Shelli R. SAMSEL, all of Tulsa, Oklahoma, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of October, A.D. 2013.

**ATTEST:**

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



By: Gerald F. Haley  
*Gerald F. Haley*  
Assistant Secretary  
Gerald F. Haley

Geoffrey Delisio  
*Geoffrey Delisio*  
Vice President  
Geoffrey Delisio

State of Maryland  
City of Baltimore

On this 16th day of October, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski



Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015

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

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of July, 20 14



*Thomas O. McClellan*

Thomas O. McClellan, Vice President



**DATE:** August 11, 2015

**FROM:** Mitchell Hort  
Director Development Services

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

**RE:** Acceptance of the Public Water Line improvements and place the maintenance bond into effect to serve Frisco Ridge Phase II.

**MEMORANDUM**

Attached please find the acceptance of the Public Water Line improvement and place the maintenance bond into effect to serve Frisco Ridge Phase II. Attached is Robbie William's memo for your review and recommendation for acceptance and placing the maintenance bond into effect.



MEMORANDUM

Date: August 7, 2015

To: Mitch Hort

From: Robbie Williams

Re: Frisco Ridge Phase 2  
Paving, Drainage, Water and Sewer

We have completed our final inspection and recommend the City accept the public improvements and execute the maintenance bond.

Should you need additional information please contact me.



FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

HOME OFFICES: BALTIMORE, MD 21203

Maintenance Bond

Bond No. 09086212

KNOW ALL MEN BY THESE PRESENTS, that we 4M Trenching, Inc.  
hereinafter  
called Principal, as Principal, and Fidelity and Deposit Company of Maryland  
a corporation of the State of Maryland, Baltimore, Maryland, hereinafter called Surety, as Surety, are held and firmly  
bound unto City of Yukon

hereinafter called Oblige in the sum of One Hundred Seventy Nine Thousand Five Hundred Thirty Four & 20/100---  
( \$179,534.20 ) DOLLARS,  
lawful money of the United States of America, to be paid to the said Oblige, or its successors or assigns, to the payment  
of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 8th day of July, 2014

WHEREAS, the Principal entered into a contract with the said Oblige, dated July 8, 2014  
for Water Line Improvements to Frisco Ridge Phase II

and,

WHEREAS, the Oblige requires that these presents be executed on or before the final completion and acceptance of  
said contract and

WHEREAS, said contract was completed and accepted on the 8th day of July, 2014

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy, without  
cost to the Oblige, any defects which may develop during a period of Two (2) Years  
from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior  
materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

ATTEST:

4M Trenching, Inc.

Joel J. Manning

By: [Signature] Principal

- FIDELITY AND DEPOSIT COMPANY OF MARYLAND
- COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

[Signature]  
Patti Jackson

By: [Signature]  
Deborah L. Raper, Attorney-in-Fact

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **J. Kelly DEER, Travis E. BROWN, Robbie LOYD, Jamie BURRIS, Vaughn P. GRAHAM, Stephen M. POLEMAN, Cindy M. REYNOLDS, Deborah L. RAPER, Dwight A. PILGRIM and Shelli R. SAMSEL, all of Tulsa, Oklahoma, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of October, A.D. 2013.

**ATTEST:**

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



*Gerald F. Haley*

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

*Assistant Secretary  
Gerald F. Haley*

*Geoffrey Delisio*

*Vice President  
Geoffrey Delisio*

State of Maryland  
City of Baltimore

On this 16th day of October, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

*Maria D. Adamski*

\_\_\_\_\_  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



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

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8<sup>th</sup> day of July, 2014



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



**DATE:** August 11, 2015

**TO:** City Manager, Grayson Bottom  
City Clerk, Doug Shivers  
City Council

**FROM:** Mitchell Hort, Planning Director

**RE:** Recommendation to accept a fee-in-lieu of on-site detention in the amount of \$2,500.00 for Popeye's Restaurant

**MEMORANDUM**

Popeye's Restaurant is requesting a fee-in-lieu of on-site detention in the amount of \$2,500.00 located at 1205 Garth Brooks Blvd. We are not aware of any flooding concerns in the area and adequate drainage inlets and system to convey the flows. Included is a memo from Robbie Williams, City Engineer.

**POP HOLDINGS LP**

3318 FOREST LN  
DALLAS, TX 75234

HILCREST BANK

3211

7/14/2015

PAY TO THE ORDER OF City of Yukon

\$ \*\*\*\*\*2,500.00

Two thousand five hundred and xx / 100 Dollars

DOLLARS  
Security features included.  
Details on back.

City of Yukon  
334 Elm Avenue  
Yukon, OK 73099  
USA



MEMO \_\_\_\_\_

AUTHORIZED SIGNATURE

MP

⑈003211⑈ ⑆101002716⑆ 8304004604⑈

**POP HOLDINGS LP**

3211

VENDOR: YOUKON  
REMIT TO: City of Yukon

DATE: 7/14/2015  
COMMENT:

INVOICE	DATE	VOUCHER	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
07022015	7/2/2015	0000005149	Leiu of Dentention Fee	2,500.00	0.00	2,500.00
<b>TOTALS:</b>				2,500.00	0.00	2,500.00



## MEMORANDUM

Date: March 9, 2015

To: Mitch Hort

From: Robbie Williams

Re: Popeye's Restaurant  
Fee-In-Lieu of Detention

We recommend the City Council approve the fee-in-lieu of detention for an amount of \$2500. The existing site is paved and we are not aware of any drainage concerns adjacent to the project site. The new Popeye's Restaurant will replace an existing closed restaurant on the east side of Garthbrooks.

The purpose of the fee-in-lieu of detention is because the City Ordinance requires re-developed properties to meet the current drainage ordinance, which requires detention.

Should you need additional information please contact me.



405.848.2471 ☒ 405.848.2474f ☒ www.macacc.com  
3033 NW 63rd St. ☒ Ste. 250E ☒ Oklahoma City, OK 73116-3633

Date: March 4, 2015

To: City of Yukon Development Services

Property Address: 1205 S Garth Brooks Blvd, Yukon, OK

Developer: Sunco Holdings / Popeyes Louisiana Kitchen

Request Prepared by: MacArthur Associated Consultants LLC

Re: Fee in Lieu of Detention Request

Attn: Mr Mitchell Hort

Mr Hort:

Due to limited site size, the above referenced property, (location of a future Popeyes Restaurant) does not have sufficient space for a detention pond. As such we are requesting a fee in lieu of detention.

The existing site is currently unused and consists of deteriorated asphalt paving with a 1-story concrete block and frame building (4,194sf footprint) on the south side of the site. A variable height concrete retaining wall is located on the east side of the site.

Storm water predominantly flows to the north east corner of the site. A small portion flows towards Garth Brooks Boulevard with the remainder of the site flowing to the northeast corner.

**Total Site Area: 3,717 SY (0.77 Acres)\***

**Existing Site Conditions Impervious Area: 3,717 SY (100%)**

**Existing Site Conditions Runoff "C" value: 0.95**

**Existing Site Runoff to Street (Q100) = 0.33 CFS\*\***

**Existing Site Runoff to northeast corner (Q100) = 6.61 CFS\*\***

**Proposed Site Conditions = 3.255 SY (87.6%)**

**Proposed site Conditions Runoff "C" value: 0.89**

**Proposed Site Runoff to Street (Q100) =0.34 CFS\*\***

**Proposed Site Runoff to northeast corner (Q100) =6.41 CFS\*\***

*\*Based on area total property tract*

*\*\*Storm water flows assume only area contained within property boundary, actual storm flow exiting site may be greater.*

As noted above, the developed site will result in a lower storm water runoff than produced by the existing site conditions. Furthermore, existing flow patterns will be maintained as much as possible, and the



405.848.2471 ■ 405.848.2474 ■ www.macokc.com  
3033 NW 63rd St. ■ Ste. 250E ■ Oklahoma City, OK 73116-3633

proposed site conditions will not negatively impact adjacent properties or result in additional flow reaching City street inlets.

A site plan indicating proposed conditions and a site plan indicating existing contours and elevations is attached.

If more information or clarification on this matter is required please contact myself at 405-848-2471 (ext. 28) or email [rkent@macokc.com](mailto:rkent@macokc.com)

Respectfully,

A handwritten signature in black ink, appearing to read "R. Kent", is written over a light gray rectangular background.

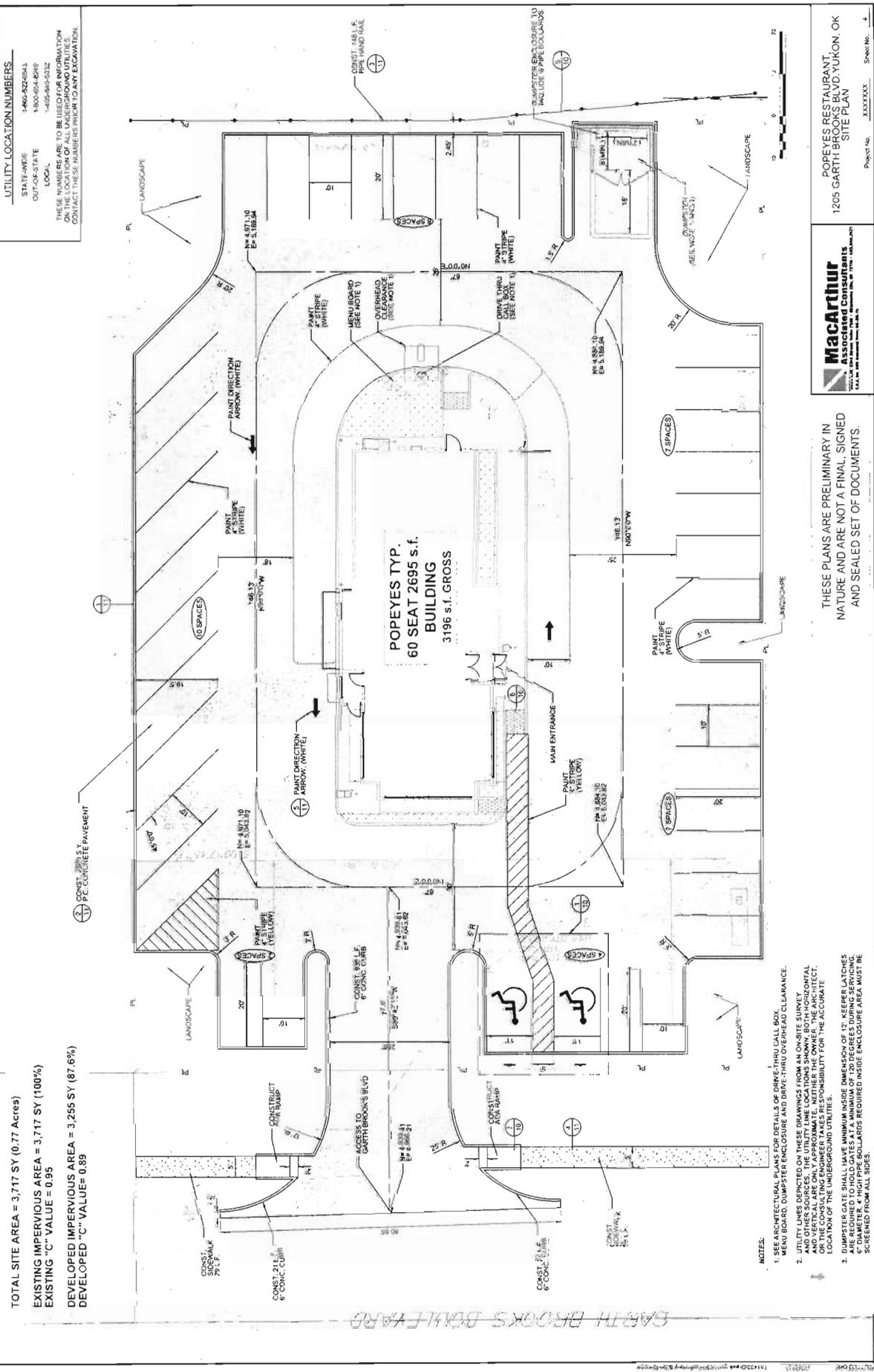
Russell Kent, P.E., LEED AP., CFM

Attachments:

Preliminary Site Layout  
Site Layout with existing contours and spot elevations

CC:

File



TOTAL SITE AREA = 3.717 SY (0.77 Acres)  
 EXISTING IMPERVIOUS AREA = 3.717 SY (100%)  
 EXISTING "C" VALUE = 0.95  
 DEVELOPED IMPERVIOUS AREA = 3.255 SY (87.6%)  
 DEVELOPED "C" VALUE = 0.89

**UTILITY LOCATION NUMBERS**  
 STATE-WIDE 1-800-922-6943  
 OUT-OF-STATE 1-800-654-6669  
 LOCAL 1-405-940-5532  
 THESE NUMBERS ARE TO BE USED FOR INFORMATION ONLY.  
 CONTACT THESE NUMBERS PRIOR TO ANY EXCAVATION.

**MacArthur**  
 Associated Consultants  
 1205 GARTH BROOKS BLVD, YUKON, OK  
 Project No. XXXXXXXX Sheet No. 4

THESE PLANS ARE PRELIMINARY IN NATURE AND ARE NOT A FINAL, SIGNED AND SEALED SET OF DOCUMENTS.

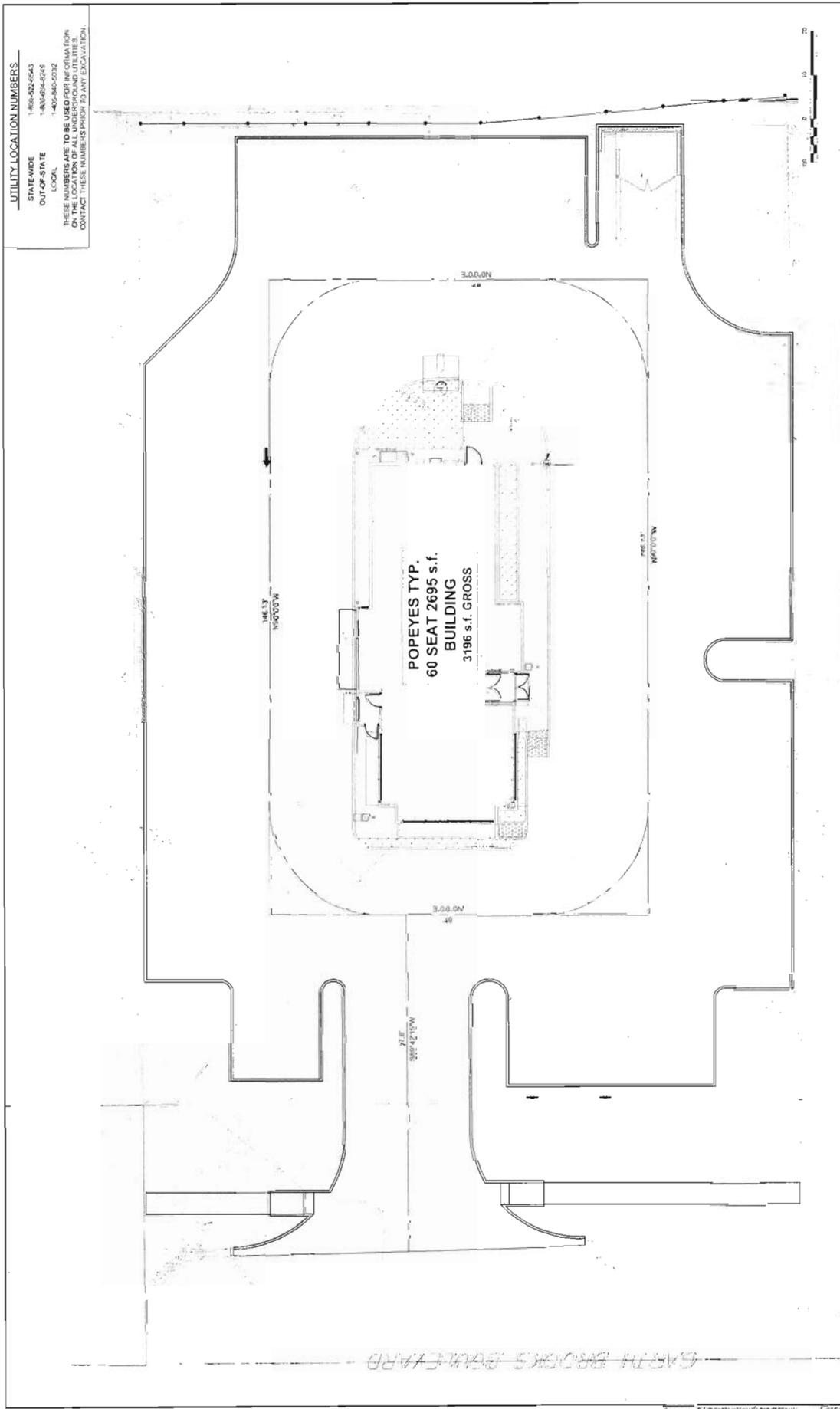
- NOTES:**
- SEE ARCHITECTURAL PLANS FOR DETAILS OF DRIVE-THRU CALL BOX, MENU BOARD, DUMPSTER ENCLOSURE AND DRIVE-THRU OVERHEAD CLEARANCE.
  - UTILITY LINES DEPICTED ON THESE DRAWINGS FROM AN ON-SITE SURVEY AND OTHER SOURCES. THE UTILITY LINE LOCATIONS SHOWN, BOTH HORIZONTAL AND VERTICAL, ARE APPROXIMATE. THE CONSULTING ENGINEER TAKES RESPONSIBILITY FOR THE ACCURATE LOCATION OF THE UNDERGROUND UTILITIES.
  - DUMPSTER GATE SHALL HAVE MINIMUM INSIDE DIMENSION OF 12'. KEEPER LATCHES ARE REQUIRED TO HOLD GATES AT A MINIMUM OF 120 DEGREES DURING SERVICING. A MINIMUM 12' CLEARANCE IS REQUIRED INSIDE ENCLOSURE AREA. MUST BE SCREENED FROM ALL SIDES.

GARTH BROOKS BOULEVARD

UTILITY LOCATION NUMBERS

STATE-WIDE 1-800-522-6563  
OUT-OF-STATE 1-800-654-6565  
LOCAL 1-405-940-5032

THESE NUMBERS ARE TO BE USED FOR INFORMATION ON THE LOCATION OF ALL UTILITIES. CONTACT THESE NUMBERS PRIOR TO ANY EXCAVATION.



POPEYES RESTAURANT  
1205 GARTH BROTHERS BLVD. YUKON, OK  
SITE PLAN



THESE PLANS ARE PRELIMINARY IN NATURE AND ARE NOT A FINAL, SIGNED AND SEALED SET OF DOCUMENTS.

Project No. XXXXXXXX Sheet No. 5

GARTH BROTHERS PARKING YARD



Chishlom Shopping Center  
237,625 SF

Walmart  
Parking Lot

RadioShack



Factory Direct

Garth Brooks Blvd.

New Site

Former Site  
Chinese Restaurant

Hallmark



RESOLUTION NO. 2015-14

A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF YUKON, COUNTY OF CANADIAN, STATE OF OKLAHOMA, TO BE HELD ON THE 10<sup>TH</sup> DAY OF NOVEMBER, 2015 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF YUKON, OKLAHOMA, THE QUESTION OF WHETHER THE PROPOSED AMENDMENTS TO THE CITY CHARTER, SECTION 35 AND SUBSECTION A, SECTION 36, OF THE CITY OF YUKON, SHOULD BE RATIFIED, APPROVED AND ADOPTED, WHICH PROPOSED AMENDMENTS WOULD BE DIFFERENT FROM THE PRESENT CHARTER BY CHANGING THE CANDIDACY FILING PERIOD AND THE DATE OF THE PRIMARY ELECTION TO NOMINATE CANDIDATES FOR CITY COUNCIL TO SUCCEED THE COUNCIL MEMBERS WHOSE TERMS ARE EXPIRING BE CHANGED TO CONFORM TO STATE LAW; SETTING FORTH THE PROPOSITION TO BE VOTED UPON; DIRECTING THE CITY CLERK TO CAUSE THIS RESOLUTION TO BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY; DIRECTING THE CITY CLERK TO DELIVER A COPY OF THIS RESOLUTION TO THE SECRETARY OF THE CANADIAN COUNTY ELECTION BOARD AND TO FURNISH SAID BOARD A CURRENT MAP OF THE CITY, A COPY OF THE CITY CHARTER, AS IT RELATES TO THE CONDUCT OF ELECTIONS, AND ANY OTHER INFORMATION REQUIRED BY LAW OR NECESSARY FOR CONDUCTING SAID ELECTION.

WHEREAS, it has been determined that a special election will be held and should be called in the City of Yukon, Oklahoma, on the 10<sup>th</sup> day of November, 2015 for the purpose of considering the approval, ratification, and adoption of proposed amendment to the Charter of the City of Yukon, Section 35 providing that period for filing a declaration of candidacy be set by resolution and a part of Subsection A, Section 36 providing that the date of the primary election to nominate candidates for city council to succeed the council members whose terms are expiring be changed to provide for a primary election in February on a date set by Resolution to conform to state law.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Yukon, Oklahoma:

1. BE IT RESOLVED that a special election will be held in the City of Yukon, County of Canadian, State of Oklahoma on the 10<sup>th</sup> day of November, 2015 for the purpose of voting upon the questions of whether to approve, ratify, and adopt a proposed amendment to the Charter of the City of Yukon, Section 35 providing that the period for filing a declaration of candidacy be set by resolution a part of Subsection A, Section 36 providing that the date of the primary election to nominate candidates for city council to succeed the council members whose terms are expiring be changed to conform to state law.

2. BE IT FURTHER RESOLVED that the exact wording of said Charter amendment propositions to be submitted to the registered voters shall be as follows:

**PROPOSITION I**

Shall a proposed amendment of the City Charter, Section 35 titled *Election: Filing* of the City of Yukon,

which currently provides that candidates for councilman file a declaration of candidacy no earlier than 8:00 a.m. on the second Monday in January and no later than 4:30 p.m. on the next succeeding Wednesday with the secretary of the count election board be changed to conform to state law to provide that the filing period be specifically set forth in the Resolution calling the primary election to be held in February on a date provided by state law, and to read as follows:

**Section 35. Election: Filing.**

Any qualified person who is an actual resident of the municipality may become a candidate for councilman by filing a declaration of candidacy with the secretary of the county election board during the filing period set forth in the Resolution calling the primary election to be held in February on a date provided by state law.

**PROPOSITION II**

Shall a proposed amendment of the City Charter, at the first paragraph of Subsection A, Section 36 titled *Election: Time, Who elected, etc.* of the City of Yukon, which currently provides that a primary election be held on the first Tuesday in March every year to nominate candidates for city council to succeed council members whose terms are expiring be changed to conform to state law to provide that the date of the primary election be held in February on a date provided by state law, and to read as follows:

**Section 36. Election: Time, Who Elected, etc.**

*A. Primary Election, Time, Who Nominated, etc.* A primary election shall be held in February every year on a date that is provided by state law to nominate candidates for city council to succeed the council members whose terms are expiring. If only one person is a candidate for an office to be filled, he or she shall not only be nominated, but also elected ipso facto, and his or her name shall not appear on the primary or general election ballot.

\* \* \*

BE RATIFIED, APPROVED AND ADOPTED?

3. BE IT FURTHER RESOLVED that the ballot used at said election shall set out the propositions set forth above, and shall also contain the words for each proposition:

\_\_\_\_\_ For the above proposition  
\_\_\_\_\_ Against the above proposition

4. BE IT FURTHER RESOLVED that the City Clerk is hereby directed to notify the public of said special election to be held of the 10th day of November, 2015 by causing this Resolution calling the election to be published in full in a newspaper of general circulation within the City once per week

for three consecutive weeks. The date for the Charter election shall not be less than twenty days nor more than 30 days after the last publication.

5. BE IT FURTHER RESOLVED that said election shall be conducted by the Canadian County Election Board; that only qualified electors residing in the City who are registered, as required by law, may vote in said election; that said election shall be of a non-partisan nature; and that the provisions of the Constitution of the State of Oklahoma and state laws applicable to municipal elections shall govern said election, insofar as they are applicable and not superseded by City Charter or by ordinance not in conflict with this Resolution.

6. BE IT FURTHER RESOLVED that the City Clerk is hereby directed to notify the Canadian County Election Board of the date and purpose of said special election and of the content hereof by delivering and submitting a copy of this Resolution to the Secretary of the Canadian County Election Board not fewer than sixty (60) days before the date of the election, and that the City Clerk further furnish to the Canadian County Election Board a copy of the City Charter, as it applies to the conduct of the elections, and all other information necessary for conducting the election.

7. BE IT FURTHER RESOLVED that such special election shall be held at the same place and in the same manner prescribed for the conduct of state and county elections and that the polling places for the election shall be open at 7:00 a.m. and shall remain open continuously until and be closed at 7:00 p.m., on said day.

8. BE IT FURTHER RESOLVED that precincts 211, 215, and 226, in which no Yukon residents currently reside, be closed by the Canadian County Election Board in accordance with state law.

9. BE IT FINALLY RESOLVED that absentee ballots shall be provided in accordance with state law

Passed and Approved by the City Council of the City of Yukon, Oklahoma, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor, City of Yukon

ATTEST:

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

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Michael D. Segler, City Attorney



**PARKS & RECREATION**

**DATE:** August 12, 2015

**FROM:** Claudia Yager, Deputy Director of Parks & Recreation

**TO:** Grayson Bottom, City Manager

**CC:** Doug Shivers, City Clerk

**RE:** Agenda Item - Transportation and Installation of Christmas Lights and Displays for Christmas in the Park

**MEMORANDUM**

I am requesting approval of an expenditure of funds in an amount not to exceed \$129,500.00 for the transportation and installation of the Christmas Lights and Displays for Christmas in the Park. Echelawn Complete Lawn & Landscape LLC is the contractor on this project.

Contract to begin on August 31, 2015, with completion, no later than November 13, 2015.

This contract is to be funded through the Hotel/Motel Use Tax.

I respectfully request that it be placed on the August 18, 2015 agenda.

**EHELAWN COMPLETE LAWN & LANDSCAPE LLC**

**Proposal for Transportation and Installation of Christmas Lights and Displays**

**City of Yukon "Christmas in the Park"**

**About Us:**

Echelawn Complete Lawn & Landscape LLC is a full service outdoor maintenance and contract provider specializing in all aspects of the residential and commercial outdoor experience, including special event and holiday lighting. Echelawn has been operating in the greater Oklahoma City area for nine years, with a proven track record of success installing LED holiday lighting across the state for the last six years.

**Echelawn LLC Operations and Project Management Staff:**

Tim Lloyd, Owner/Operator

Jacob King, Operations & Project Management

Christopher James, Office Management/HR

Victor Stillman, Project Management & Quality Control

Nicholas Byrd, Project Management & Quality Control

**Supervisors and employees under project proposal:**

Victor Stillman, Nicholas Byrd, Jason Hunter, Noe Chavez, Benito Chavez, Luis Velasco, Maicon Barrios, Yener Deleon, Hever Hernandez, Fernando Lopez, Jose Reyes, Miguel Rodriguez

**Reference Contacts:**

1. Scott Investment Corp: Scott Cravens – Multiple commercial property management client.

Phone (405)623-9816 Email scott.cravens@gmail.com

2. Katherine Chandler Trust Co: Katherine Chandler – Multiple commercial property management client.

Phone (405)840-9386, Email kchandler@trustco.com

3. Marvin Tharasena – Commercial property lighting client.

Phone (405)819-7350 Email marvin\_tharasena@yahoo.com

4. Thad and Julie Carnine – Large scale, full-service residential and lighting client.

Phone (405)209-1700 Email tjcar9@cox.net

**Proposed Fee Schedule:**

September 1<sup>st</sup>: 40% as deposit \$51,800.00 – Equipment, labor, insurance coverage, etc.

October 1<sup>st</sup>: 15% due (\$19,425.00)

October 15<sup>th</sup>: 15% due (\$19,425.00)

November 1<sup>st</sup> or project completion date: 30% due or remaining balance (\$38,850.00)

Complete project cost: \$129,500.00

This proposal includes the use of one (1) trailer belonging to the City of Yukon Parks and Recreation Department, retrofitted to accommodate the displays as described by Parks Superintendent Jeff Deckard. All other hauling trucks, trailers and necessary equipment and materials will be provided by Echelawn LLC.

This proposal is valid for a period of not less than sixty (60) days from the date of receipt.

EHELAWN LLC

---

PRINT COMPANY NAME



Tim

---

OWNER/AUTHORIZED AGENT SIGN AND PRINT NAME

---

DATE