



**CITY COUNCIL AGENDA
August 2, 2016**

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

Yukon City Council / Yukon Municipal Authority Work Session
Centennial Building - 12 South 5th Street
August 2, 2016 – 6:00 p.m.

- 1. Discussion of the FY 2017 Budget Amendment, Status of Accounts and distribution of budget books**
- 2. Discussion of EMS and Transport Service**

City Council - Municipal Authority Agendas

August 2, 2016 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, August 1, 2016.

Invocation: Pastor Thomas Buckley, Judah Worship Ministries

Flag Salute:

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

Presentations and Proclamations

Visitors

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

1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of July 19, 2016**
- B) The minutes of the special meeting of July 21, 2016**
- C) Entering into a Facilities Construction and Utilization Agreement among Southwest Covenant Schools, Inc., Yukon Municipal Authority, a public trust, and the Yukon Athletic Foundation**

ACTION _____

2A. Consider approving a Budget Amendment for Fiscal Year 2017

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 July 19, 2016**
- B) Payment of material claims in the amount of \$782,667.02**
- C) Entering into a Facilities Construction and Utilization Agreement among Southwest Covenant Schools, Inc., Yukon Municipal Authority, a public trust, and the Yukon Athletic Foundation**
- D) The renewal of the existing Yukon Sharing Ministry, Inc. Agreement, for the term of July 1, 2016 through June 30, 2017, in the amount of \$325.00**
- E) The renewal of the Sister Cities International Agreement, for the term of July 1, 2016 through June 30, 2017, in the amount of \$425.00**
- F) Setting the date for the next regular Council meeting for August 16, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

ACTION _____

2. Reports of Boards, Commissions and City Officials

- 3. Consider approving a debt authorization request by the Spanish Cove Housing Authority for the first stage of a two-staged plan for acquisition, design, construction, equipping and/or renovation of facilities for use by the Spanish Cove Housing Authority or its designee through issuance of tax-exempt and/or taxable revenue bonds or notes in an amount not to exceed \$20,000,000.00**

ACTION _____

4. Consider approving a Budget Amendment for Fiscal Year 2017

ACTION _____

- 5. Consider approving Resolution 2016-07, a Resolution of the City of Yukon casting a vote for trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring term of trustee representing District 6**

ACTION _____

6. Consider approving Resolution 2016-08, a Resolution supporting continued participation in the Main Street Program

ACTION _____

7. Consider approving a Communications System Agreement between Legacy Inmate Communications (Legacy Long Distance International) and the City of Yukon for various inmate communication services, and operator assisted telecommunications services, as recommended by the Information Technology Director

ACTION _____

8. Consider approving a final plat for West End Pointe, Phase II, Section 3, a tract of land lying in the Southwest Quarter (SW/4) of section Twenty-Nine (29), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, with conditions (1609 West End Pointe Dr.), as recommended by the Planning Commission

ACTION _____

9. Consider approving a Re-Plat of the Preliminary Plat of Lot One (1), Block Two (2), West End Pointe, Section 2 addition, a tract of land lying in and being a part of the Southwest Quarter (SW/4) of Section Twenty-Nine (29), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, with conditions (1551 Garth Brooks Blvd.), as recommended by the Planning Commission

ACTION _____

10. Consider a motion to accept and approve the Permanent Easement for Waterlines and Water Wells located in Oklahoma City city limits; Well No. 2 Site, Electrical Easement to Serve Well No. 2 Site, Well No. 3 Site, Electrical Easement to Serve Well No. 3 Site, Water Line No. 1, Water Line No. 2 and Water Line No. 3 on HL Campus LLC property, located at Southwest 29th St. and MacArthur Ave South to State Hwy 152, as recommended by the Development Services Director

ACTION _____

11. New Business

12. Council Discussion

13. Adjournment

**Yukon Municipal Authority Minutes
July 19, 2016**

ROLL CALL: (Present) John Alberts, Chairman
 Michael McEachern, Vice Chairman
 Earline Smaistrla, Trustee
 Richard Russell, 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 5, 2016

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of July 5, 2016, was made by Trustee McEachern and seconded by Trustee Russell.

The vote:

AYES: Russell, Yanda, Alberts, McEachern, Smaistrla

NAYS: None

VOTE: 5-0

MOTION CARRIED

2A. Consider approving a Purchase and Sale Agreement with First American Partners, LLC, for approximately 42 acres located near the intersection of Highway 66 and Yukon Parkway, with a purchase price of \$2,400,000.00

This item was pulled from the agenda. Mr. Crosby stated this was due to a procedural matter and there is no problem with the sale.

3A. Consider a motion to accept an additional five (5) foot permanent Utility Easement to serve River Mesa 2 (south of Dover Mansion and east of Oasis Lane), 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 Development Services Director

The motion to accept an additional five (5) foot permanent Utility Easement to serve River Mesa 2 (south of Dover Mansion and east of Oasis Lane), 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 Development Services Director, was made by Trustee McEachern and seconded by Trustee Yanda.

The vote:

AYES: McEachern, Russell, Yanda, Smaistrla, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

**Yukon Municipal Authority Minutes
July 21, 2016 - Special Meeting**

The meeting was called to order by Vice Chairman McEachern.

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

(Absent) John Alberts, Chairman

Also present: Jim Crosby, City Manager Doug Shivers, City Clerk
Mike Segler, City Attorney Gary Cooper, IT Director
Philip Merry, City Treasurer Jason Beal, Dep. City Clerk

- 1. Consider and approve Resolution No. YMA-2016-03, a resolution of the Yukon Municipal Authority declaring as Surplus the real property generally located at the northwest corner of Yukon Parkway and Main Street and authorizing the sale of said real property using the services of a commercial real estate broker.**

The motion to approve Resolution No. YMA-2016-03, a resolution of the Yukon Municipal Authority declaring as Surplus the real property generally located at the northwest corner of Yukon Parkway and Main Street and authorizing the sale of said real property using the services of a commercial real estate broker, was made by Trustee Russell and seconded by Trustee Yanda.

The vote:

AYES: Russell, McEachern, Yanda, Smaistrila

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 2. Consider approving a Purchase and Sale Agreement with First American Partners, LLC, for approximately 42 acres located near the intersection of Highway 66 and Yukon Parkway, with a purchase price of \$2,400,000.00**

The motion to approve a Purchase and Sale Agreement with First American Partners, LLC, for approximately 42 acres located near the intersection of Highway 66 and Yukon Parkway, with a purchase price of \$2,400,000.00, was made by Trustee Yanda and seconded by Trustee Smaistrila.

The vote:

AYES: Smaistrila, Russell, McEachern, Yanda

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 3. Adjournment**

John Alberts, Mayor

Doug Shivers, City Clerk



PARK ADMINISTRATION

DATE: July 28, 2016
FROM: Jan Scott
TO: Jim Crosby
RE: Southwest Covenant School Facilities and Utilization Agreement

MEMORANDUM

I make a recommendation for an action item to be placed on the August 2, 2016 Yukon Municipal Authority portion of the Yukon City Council Meeting.

The recommendation is consideration of the renewal of Southwest Covenant School's lease on Lewis Carroll Taylor Park Football Field from October 17, 2016 through October 16, 2026.

FACILITIES AND UTILIZATION AGREEMENT

Dated as of

_____, 2016

among

SOUTHWEST COVENANT SCHOOLS, INC.

YUKON MUNICIPAL AUTHORITY, A PUBLIC TRUST

and

YUKON ATHLETICS FOUNDATION

FACILITIES CONSTRUCTION AND UTILIZATION AGREEMENT

Southwest Covenant Schools, Inc.

Yukon Municipal Authority, A Public Trust

Yukon Athletic Foundation

FUNDAMENTAL AGREEMENT PROVISIONS

Dated (for identification purposes): _____, 2016

The City: Yukon Municipal Authority, an Oklahoma public trust

Southwest: Southwest Covenant Schools, Inc.

An Oklahoma Foundation

YAF: Yukon Athletic Foundation

Permitted Use(s) of the Premises: See Section 1.2 and Exhibit D

Terms of Agreement: See Section 2.1

Occupancy Date: To be determined

Commencement Date: See the Work Letter

The City's Notice address: James D. Crosby, Yukon City Manager
Yukon City Hall
500 West Main Street
Yukon, Oklahoma 73099
Telephone: (405) 354-1895
Fax: (405) 350-8926

Southwest's Notice address: Steve Lessman
2300 S. Yukon Parkway
Yukon, Oklahoma 73099-5106
Telephone: (405) 354-9222
Fax: (405) 350-2670

YAF'S Notice address: Jan Speegle Scott, Director of Parks and Recreation
City of Yukon
PO Box 850500
Yukon, OK 73085
Telephone: (405) 350-8937
Fax: (405) 350-7677

FACILITIES CONSTRUCTION AND UTILIZATION AGREEMENT

THIS FACILITIES CONSTRUCTION AND UTILIZATION AGREEMENT dated as of _____, 2016

(this “Agreement”) among (i) Southwest Covenant Schools, Inc., (ii) Yukon Municipal Authority, a public trust and (iii) Yukon Athletic Foundation. The parties agree that the Fundamental Lease Provisions stated above are hereby incorporated into and made a part of this Agreement.

ARTICLE 1

LEASE OF PREMISES

- 1.1 **Agreement to Lease; Premises.** In consideration of the parties agreements contained herein, and to perform and observe the covenants and agreements contained in this Agreement, and subject to the renewal and termination rights set forth below, Yukon Municipal Authority (the “City”) hereby leases to Southwest Covenant Schools, Inc. (“Southwest”) and Southwest hereby leases from the City, those certain premises in located at 401 N 11th, Yukon, OK 73099, which term will include all improvements made thereto after the date of this Agreement and which premises will specifically include the land that contains the eight-man lighted football field (which measures 40-yards wide and 80-yards long with end zones) (the “Stadium”). The land on which the stadium sits is more particularly described in *Exhibit A* attached hereto and made a part hereof (the “Land”). The Land and Stadium are hereinafter collectively called the “Leased Property”. The Leased Property shall not include any of the fixtures or equipment as more particularly set forth in *Exhibit B* attached hereto and made a part hereof and shall remain the exclusive property of Southwest.
- 1.2 **Use of the Stadium and Use.** The parties acknowledge that the Stadium shall be used for junior and senior high home football games. Southwest shall have priority for use during football season on the days and times denoted in the junior and senior football season schedule or as otherwise provided in such schedule as is or will be attached hereto as such may be modified from time to time. On occasion there may be the need for special games scheduled for State Playoff games. It is expressly understood and agreed by the parties that the Stadium shall not be used by the Yukon Optimists Club, Southwest, or any other organization/group for more than four events per week. Other than those times listed, Southwest shall have unlimited access to the Stadium for fertilization of the field and their agreed upon upkeep of facilities.
- 1.3 **Appurtenant Rights; Parking.** Subject to the provisions of this Agreement and reasonable rules and regulations, as the same may be adopted and changed from time to time by the City, Southwest shall have the non-exclusive right to use the designated parking spaces as set forth attached hereto and made a part of hereof as such may be amended and modified from time to time. Southwest shall also have priority for parking in the areas designate in “Specific type of

facilities” as set forth; however, the City may designate additional parking areas and facilities available for use by Southwest. All parking shall be provided to Southwest at no charge.

ARTICLE 2
TERMS; OPTIONS TO TERMINATE

- 2.1 Term.** This Agreement shall be effective when executed by all the parties, subject to the provision of Article 2. The term of this Agreement (the “Term”) will commence on the Commencement Date, as hereinafter defined, and will expire without notice on the last day of the one hundred twentieth (120th) full calendar month following the Commencement Date (the “Expiration Date”). The “Commencement Date”, will be the earlier of (a) the “Scheduled Commencement Date”, unless terminated earlier as described in 2.2 below, as defined in the Work Letter attached hereto as, or (b) the date on which the first football game is held in the Stadium. During the eighth year of the Agreement, the parties shall meet for discussion and negotiation of the extension of the Term. If the parties agree to extend the Term, this Agreement will be modified to reflect such extension; however will leave the remainder of this Agreement unaltered. If this Agreement is not extended then this Agreement will terminate upon the Expiration Date. As used herein the term “Lease Year” shall mean any calendar year during the Term. If the day of the Term is not January 1, then the first Lease Year will begin on the Commencement Date and end on the following December 31. If the last day of the term is not December 31, the final Lease Year will end the last day of the Term and will not be a full twelve-month (12) period.
- 2.2 Southwest's Option to Terminate.** If, at any time during the Term, Southwest constructs or selects another location to hold its football games, Southwest may terminate this Agreement by giving ninety (90) days' advance notice of the Expiration Date.

ARTICLE 3
OPERATING EXPENSES

- 3.1 General Provisions.** Unless otherwise specifically provided in this Agreement, no rent shall be assessed against Southwest for the use of the Stadium.
- 3.2 Operating Expense.** The parties agree that the following Operating Expense will be paid in the manner provided below.
- 3.3.1 Definitions.** As used herein, the term “Operating Expenses” shall mean all costs of owning and operating the Leased Property, and shall include all expenses, costs and disbursements of every kind and nature which are associated with the ownership, operations, management, maintenance, and repair of the Leased Property, including, but not limited to, the following:

(a) The City and/or Yukon Athletic Foundation (“YAF”) shall be responsible to pay all reasonable salaries and wages of all security employees engaged in good faith in the operation, maintenance and security of the Stadium, including taxes, insurance and benefits relating thereto. If any such employees are not engaged full time in the operation, maintenance and security of the Stadium, only the equitable portion of their salaries, wages, taxes insurance and benefits attributable to providing services to the Stadium will be included in Operating Expenses.

(b) The City and/or YAF shall be responsible to pay all reasonable costs of all supplies and materials used to operate, maintain and provide security to the Stadium in a first class manner.

(c) The City and/or YAF shall be responsible to pay all costs of all utilities for the Land and the Stadium, including the cost of water (during the months of May through October) and power, heating, lighting, air conditioning, ventilating and trash receptacles.

(d) The City and/or YAF shall be responsible to pay all costs for service agreements for the Stadium and the equipment therein, including any alarm service, security service, maintenance, landscape maintenance and general maintenance.

(e) The City, YAF, and Southwest shall be responsible, on a cooperative basis, to pay all reasonable costs of all maintenance of the press box, light fixtures and bleachers.

(f) Southwest shall be responsible for the cost and application of fertilizer and pre-emergent for the field.

(g) The city shall be responsible for the cost of all insurance relating to the Land and Stadium or its operation, including the cost of casualty and liability insurance applicable to the Stadium, and the personal property used in connection therewith.

Notwithstanding the foregoing, the cost of janitorial services after any event held at the Stadium shall be borne by the organization hosting such event. In the event that the responsible organization does not perform adequate clean up, that organization shall be charged for the janitorial service by an agency agreed upon of The City, YAF, and Southwest.

ARTICLE 4

POSSESSION

4.1 Delivery of Possession. The City allows Southwest non-exclusive possession of the leased land at date of execution of this agreement.

ARTICLE 5

ALTERATIONS, ADDITIONS AND IMPROVEMENTS:REMOVAL

- 5.1 Future Improvements.** The parties may make or allow further additions to, or alterations of, the Stadium, to include but is not limited to, a concession stand and public restroom facilities. The cost for such future improvements shall be borne by the parties, as mutually agreed thereby.
- 5.2 Signs.** Southwest and YAF shall be entitled to place advertising signs on the perimeter fence of the Stadium and each shall share any revenue derived from the sale of any such advertisement. Southwest may place signage and/or cause the painting of such signage on the press box and/or score board stating "Southwest Covenant Schools, Home of the Patriots".
- 5.3 Removal of Fixtures and Personal Property; Surrender.** Southwest may remove all equipment and/or fixtures as set forth in Exhibit B in the event that the location of their football field has changed. Upon the expiration or sooner termination of the Term, Southwest will, at Southwest's sole cost and expense, remove such equipment as set forth in Exhibit B and will restore the Leased Property to the condition thereof at the time of tender of possession of the Stadium to Southwest, except for ordinary wear and tear and damage from casualty not caused by Southwest and from condemnation (as to which Article 6 shall control). At the expiration or sooner termination of the Term, Southwest shall surrender to the City the keys to all doors and/or gates at the Stadium, and shall inform the City of all combinations on locks, safes and vaults, if any, in the Stadium. All other fixtures and personal property located on the Leased Property shall remain thereon and shall be deemed the property of the City.

ARTICLE 6

CONDEMNATION

6. **Taking of the Premises.** If the Stadium or access to the Stadium, is wholly taken by right of eminent domain, this Agreement shall end on the date that the title shall vest in the condemner. If, despite a taking, this Agreement shall continue; then (1) the City shall promptly restore the Stadium and/or access thereto, to substantially their condition immediately prior to the taking to the extent such restoration reasonably and financially practicable.

ARTICLE 7

USE OF STADIUM

7. **Revenue.** Southwest shall be the sole recipient of all gate and concession proceeds earned from any event sponsored by Southwest held at the Stadium.

- 7.1 **Nuisance.** No party herein shall not perform or permit any acts or carry on any practices which may injure the Stadium. The parties shall use its best efforts to prevent persons seeking access to the Stadium from crowding or injuring the field or impeding ingress from the Stadium.
- 7.2 **Hazardous Material, Indemnity.** Southwest agrees to not cause or permit any Hazardous Materials to be brought upon, stored, produced, or used in or about the Leased Property. If Southwest breaches the foregoing covenant and such breach results in contamination of the Leased Property, then Southwest shall indemnify, defend and hold the City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Stadium, damages for the loss or restriction on use of the Stadium or of any amenity of the Leased Property, and sums paid in settlement of claims, attorney's fees, consultation fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of the City by Southwest includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Lease Property, and shall survive the Term. Notwithstanding the foregoing, Southwest shall not be liable for any environmental remediation or indemnification resulting from the presence of Hazardous Materials which is not caused by the act or omission of Southwest, its employees, servants, agents, guests or invitees.

As used herein, the term, "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any governmental authority, the State of Oklahoma, or the United States Government. The term, "Hazardous Material" includes. Without limitations, any material or substance that is (a) defined as a 'hazardous substance' under 27A Okla. Stat. * 2-7-103 (T9.), (b) petroleum, (c) asbestos, (d) designated as a 'hazardous substance' pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1321), (e) defined as a 'hazardous substance' pursuant to Section 1004 of the Federal Resources Conservation and Recovery Act, 41 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (f) defined as a 'hazardous substance' pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. 9601), or (g) defined as a 'regulated substance' pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991 et seq.

The City represents that the Leased Property is free from Hazardous Materials as the time of the execution of this Agreement. Nevertheless, if it is determined that any Hazardous Material found at the Leased Property was a part of the Stadium or on or under the Land prior to the date of this Agreement, then the City shall, at no expense to Southwest, promptly remove or otherwise remediate the same in accordance with applicable laws and regulations.

ARTICLE 8

MISCELLANEOUS PROVISIONS

- 8.1 **Severability.** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby. It is also the intention of the parties to this Agreement that in lieu of each such illegal, invalid, or unenforceable clause or provision of this Agreement there be added as a part of this Agreement a clause or provision as similar to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- 8.2 **Captions.** Articles, Section and Subsection headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation hereof.
- 8.3 **Time.** Time is of the essence with respect to all provisions of this Agreement.
- 8.4 **Choice of Law.** It is the intention of parties that the laws of the State of Oklahoma shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and obligations of the parties hereunder.
- 8.5 **Successors.** Except as otherwise specifically provided in this Agreement, all terms, conditions, and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their respective legal representatives, successors and assigns. The terms, conditions, and covenants hereof shall also be considered to be covenants running with the Land to the fullest extent permitted by law.
- 8.6 **Entire Agreement, Modifications.** Southwest acknowledges and agrees that it has not relied upon any statements, representations, agreements, or warranties by the City, its agents or employees, except such as are expressed herein, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.
- 8.7 **Construction.** Wherever used in this Agreement, and unless expressly provided otherwise: (a) use of the singular includes all the plural, and vice versa; (b) use of the masculine, feminine or neuter gender shall include all other genders; (c) use of the term: include: or “including” is always without limitations; (d) use of the words, “should”, “must” and “will” has the same legal effect as the use of the word “shall”; (e) the term “day” means a business day which shall be a day on which commercial banks are open for the transaction of business in the State of Oklahoma, excluding and national holidays, and any performance which would otherwise be required on a day other than a business day shall be timely performed in such instance, if

performed on the next succeeding business day; (f) any definition herein incorporating one or more documents or items shall refer to such items “singularly and collectively”; (g) any reference to this Agreement shall be deemed to include any and all addenda, exhibits, schedules and other attachments thereto, whether now or hereafter appended thereto pursuant to agreement of the parties; and (h) “person” means any natural person or artificial entity having legal capacity.

- 8.8 **Notices.** All notices, requests, instructions or other communications called for hereunder or contemplated hereby shall be in writing and shall be deemed to have been given if personally delivered, on the date of such delivery, if delivered by an overnight service, one day after delivery of such communication(s) to the overnight service, if by telefax, on the date of transmission of such telefax, or, if mailed by certified or registered mail, return receipt requested, three (3) days after such registered or certified mail was mailed, all to the parties thereto at the addresses or telefax numbers set forth above in the Fundamental Agreement Provisions.
- 8.9 **Further Assurances.** The parties agree to execute and deliver all documents, provide all information, and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Agreement. .
- 8.10 **No Partnership or Joint Venture.** Nothing contained herein shall be construed to constitute a joint venture or partnership between the parties.
- 8.11 **Counterparts.** This Agreement may be executed in multiple counterparts, and each of such counterparts shall for all purposes be deemed to be an original.

Schedule of Attachments

Exhibit A	Legal Description
Exhibit B	Excluded Property
Exhibit C	Game Schedule

EXECUTED as of the day and year first above written.

Attest

YUKON MUNICIPAL AUTHORITY, an
Oklahoma Public Trust

(Seal)

Secretary

Chairman

EXECUTION CONCURRED in and by the City of Yukon this ___ day of _____, 2016.

CITY

Attest:

CITY OF YUKON
A Municipal Corporation

(Seal)

City Clerk

Mayor

Facilities Construction and Utilization Agreement

Reviewed for form and legality this ____ day of _____, 2016

ASSISTANT MUNICIPAL COUNSELOR

SOUTHWEST COVENANT SCHOOLS, INC.

By: _____
_____, as its President

YUKON ATHLETIC FOUNDATION

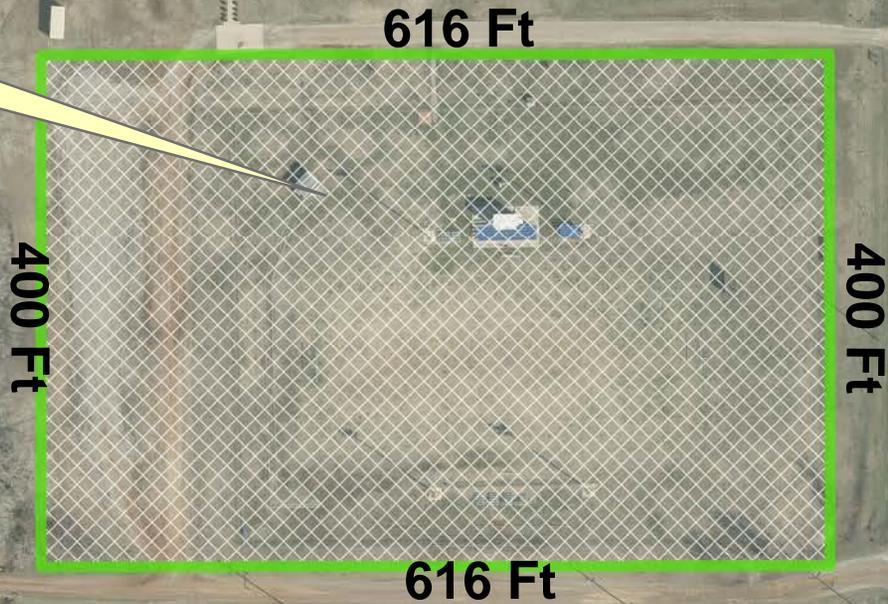
By: _____
_____, as its President

EXHIBIT A

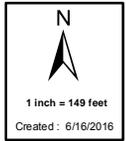
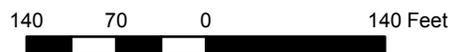
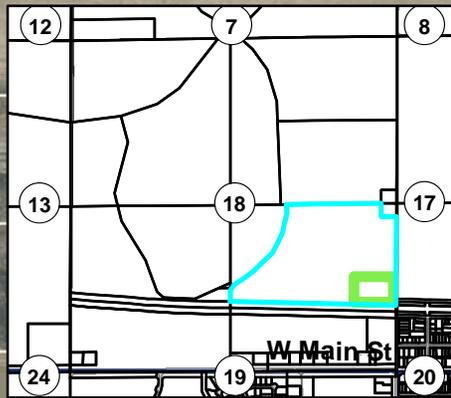
Legal Description

(See Attachment)

Lease Area with SWCS



N 11th Street



Disclaimer
The City of Yukon provides this mapping for your convenience. The data is to be used for general reference only. All data is provided as is, with all faults, and without warranty of any kind, expressed or implied, including but not limited to, the implied purpose. The City of Yukon does not warrant that the GIS data will meet your requirements. Verifying the accuracy of all information through official sources is the responsibility of the user, without any claims of completeness or accuracy. Persons using information provided by the City of Yukon GIS Department acknowledge that any use of this information will be at their own risk and agree to hold harmless the City of Yukon from any liability or damages that result from the use of this information.

EXHIBIT B

Excluded Property

1. Bleachers on the home (north side) of Stadium.
2. Concession Stand on the NW corner of the football field facility.

EXHIBIT C

Game Schedule

1. Southwest shall have priority for use on Tuesday and Friday nights during football's season (August thru mid-November) and/or as otherwise set forth in Southwest's seasonal football game schedule. In addition to the game schedule, Southwest shall also have the right to use the Stadium for:
 - (a) Games scheduled on Friday nights shall be normally scheduled from 3:00 p.m. until 10:30 p.m.;
 - (b) Games scheduled on Tuesday nights shall be normally scheduled from 4:00 p.m. until 8:00 p.m.;
 - (c) Southwest shall have the option to use the Stadium on Thursday nights in the event there is a need for scheduling regular high school games during the times noted above;
 - (d) Special games may be scheduled for State Championship games and will take place on both Thursday and Friday nights of the same week and the following Friday during the same period (this is subject to change based on the revision of the State Association guidelines).

**Southwest Covenant Schools
Football Schedule 2016**

Date	Opponent	Location	Team	Time
Aug. 19	Scrimmage	Geary HS	HS	tba
Aug. 30	Destiny Christian	Away	JH	6:00 PM
Sept. 2	Central Marlow	Home	HS	7:30 PM
Sept. 6	Life Christian	Home	JH	6:30 PM
Sept. 9	Coyle	Away	HS	7:30 PM
Sept. 12	South Rock Creek	Home	JH	6:30 PM
Sept. 16	Depew	Home	HS	7:30 PM
Sept. 19	Geary	Home	JH	6:30 PM
Sept. 26	Coyle	Away	JH	6:30 PM
Sept. 30	Mt. View - Gotebo	Homecoming	HS	7:30 PM
Oct. 7	Corn Bible Academy	Away	HS	7:30 PM
Oct. 10	Depew	Away	JH	6:00 PM
Oct. 14	Temple	Home	HS	7:30 PM
Oct. 17	Cement	Home	JH	6:30 PM
Oct. 21	Tipton	Away	HS	7:30 PM
Oct. 24	Coyle	Home	JH	6:30 PM
Oct. 28	Grandfield	Home	HS	7:30 PM
Nov. 4	Cement	Away	HS	7:30 PM
Nov. 11	Playoffs	TBA	HS	TBA

*** HOMECOMING - Sept. 30 !**

Varsity Games are in Bold

Home Games are in italics



DATE: August 2, 2016

TO: City Manager James D. Crosby
Mayor John Alberts
Vice Mayor Michael McEachern
Council Member Richard Russell
Council Member Earline Smaistrila
Council Member Donna Yanda

FROM: Philip Merry, City Treasurer

RE: FY 2017 Budget Amendments

MEMORANDUM

Your current budgets include amendments that were prepared after meeting with our Financial Advisor, Mr. Frank Crawford. After he reviewed our budget, he determined there were changes we could make that would help create additional transparency within the budget document.

His recommendations centered on including funds in the budget that historically have been omitted. Additionally, he recommended establishing the Hotel/Motel Tax Fund separately from the Capital Improvement Fund.

Furthermore, I would just like to clarify that although the total budget number has increased from the previous budget summary, it is not due to any material changes in revenue/expenditures; it is merely from the inclusion of funds already under the possession of the City of Yukon.

The following funds have been recently added to the FY 2017 Budget:

- 03 – Sinking Fund
- 38 – Hotel/Motel Tax Fund
- 62 – Oil & Gas Fund
- 78 – Yukon Public Employees Limited Tax Fund (PEST)
- 79 – Yukon Reserve Support Fund
- 82 – Yukon Economic Development Authority Fund (TIF)

- 3A. Consider a motion to accept an additional five (5) foot permanent Utility Easement to serve River Mesa 2 (south of Dover Mansion and east of Oasis Lane), 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 Development Services Director**

The motion to accept an additional five (5) foot permanent Utility Easement to serve River Mesa 2 (south of Dover Mansion and east of Oasis Lane), 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 Development Services Director, was made by Trustee McEachern and seconded by Trustee Yanda.

The vote:

AYES: McEachern, Russell, Yanda, Smaistrila, Alberts

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 5, 2016**
- B) Payment of material claims in the amount of \$639,286.80**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) Accepting Oklahoma Department of Environmental Quality Permit No. WL000009160374 for the construction of approximately 1,045 linear feet of six (6) inch water lines and appurtenances to serve the City of Yukon Stonegate Office Park Water Line Extension Project, Canadian County, Oklahoma**
- E) The appointment of Clarence Drumeller to the board of the Spanish Cove Housing Authority, for a six-year term of Office #1 expiring May 31, 2022, as recommended by the Nominating Committee**
- F) The resignation of James Tallant from the Traffic Commission Ward 3 seat, effective immediately**
- G) Setting the date for the next regular Council meeting for August 2, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of July 5, 2016; payment of material claims in the amount of \$639,286.80; designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade; accepting Oklahoma Department of Environmental Quality Permit No. WL000009160374 for the construction of approximately 1,045 linear feet of six (6) inch water lines and appurtenances to serve the City of Yukon Stonegate Office Park Water Line Extension Project, Canadian County, Oklahoma; appointing Clarence Drumeller to the board of the Spanish Cove Housing Authority, for a six-year term of Office #1 expiring May 31, 2022, as recommended by the Nominating Committee; accepting the resignation of James Tallant from the Traffic Commission Ward 3 seat, effective immediately; and setting the date for the next regular Council meeting for August 2, 2016, 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 Smaistrila.

The vote:**AYES: Yanda, McEachern, Smaistrila, Alberts, Russell****NAYS: None****VOTE: 5-0****MOTION CARRIED****2. Reports of Boards, Commissions and City Officials - None****3. Consider a motion to accept an additional five (5) foot permanent Utility Easement to serve River Mesa 2 (south of Dover Mansion and east of Oasis Lane), 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 Development Services Director**

The motion to accept an additional five (5) foot permanent Utility Easement to serve River Mesa 2 (south of Dover Mansion and east of Oasis Lane), 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 Development Services Director, was made by Council Member Yanda and seconded by Council Member Russell.

The vote:**AYES: Smaistrila, Alberts, McEachern, Russell, Yanda****NAYS: None****VOTE: 5-0****MOTION CARRIED****4. New Business - There was no new business.****5. Council Discussion**

Council Member Yanda thanked Jay Tallant for his years of service to the Traffic Commission. She is pleased to see Clarence Drumeller chosen to serve on the Spanish Cove board.

Council Member Smaistrila invited everyone out to concerts, reminding them they are every Thursday at Chisholm Trail Park. She will be singing this Thursday evening with Irv Wagner at the concert.

Council Member Russell stated with everything going on in the country, wanted to thank the Yukon Police for what they are doing.

Council Member McEachern thanked all city employees who put themselves in harm's way. We need to get over the business of hate and come together as a community and country. Sorry to see Jay Tallant resign, but appreciated his service. Appreciates Clarence Drumeller serving on the Spanish Cove board, he has done a good job at Spanish Cove.

Mayor Alberts concurred with Council Members Russell and McEachern. This is the greatest country in the world. Thankful to all who serve and thankful to our citizens.

6. Adjournment

John Alberts, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	171,565.06
03	Sinking Fund		115,000.00
36	Sales Tax Claims		389,196.23
38	Hotel/Motel Tax Fund		30,000.00
64	Special Revenue Fund		6,496.26
70	Water & Sewer Enterprise		19,529.03
71	Sanitation Enterprise		6,434.79
73	Storm Water Enterprise		242.15
74	Grant Fund		44,203.50
		\$	<u>782,667.02</u>

The above foregoing claims have been passed and approved
this 2nd day of August 2016 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				
17-66906	01-00101	City of Yukon (JPMC) ADM	Facebook Ad	6/2016	Facebook 06/30/16	192.40
17-67087	01-00101	City of Yukon (JPMC) ADM	Food Supplies	7/2016	Wal-Mart 08585	14.11
17-67159	01-00101	City of Yukon (JPMC) ADM	Lunch for Council	7/2016	McAlister 07/21/16	34.96
17-67217	01-00102	City of Yukon (JPMC) FIN	study session dinner	7/2016	Logans 07/19/16	139.51
17-67219	01-00102	City of Yukon (JPMC) FIN	unibind covers for budget	7/2016	Thermobind 18369	53.09
17-67208	01-01325	American Legion	Rent-1010 W Main-AU16	8/2016	Aug 2016	1,000.00
17-67209	01-02780	BOK Financial, NA	paying agent fee-GO Bond	9/2016	15GOB 09-01-16	200.00
17-67210	01-05342	Canadian Cty Clerk	easement filing fees	7/2016	R464546	15.00
17-67211	01-05342	Canadian Cty Clerk	filing fees-1501 DiannaDr	7/2016	R464741	13.00
			filing fees-1501 DiannaDr	7/2016	R464742	13.00
			filing fees-1501 DiannaDr	7/2016	R464743	13.00
			filing fees-1501 DiannaDr	7/2016	R464744	13.00
17-67212	01-06815	Compassionate Hands, Inc.	Monthly Contribution	8/2016	Aug 2016	1,000.00
17-67213	01-07275	Crawford & Associates	Professional Services	7/2016	10014	1,065.00
17-67215	01-18300	HBC CPAs & Advisors	FY 2015 audit services	6/2016	21770	8,100.00
17-67235	01-30600	Lowe's Companies, Inc.	bal due on account	7/2016	07/27/16	1,305.30
17-67184	01-33510	Mustang Times, LLC	Advertising	7/2016	MT99267	895.00
17-67218	01-37470	OK Municipal League	Labor Relations program	7/2016	029244	550.00
17-67108	01-39580	The Piedmont-Surrey Gazette	Advertisement	7/2016	PSG3201	895.00
			Advertisement	7/2016	OC2087	895.00
17-67220	01-50700	Triad Design Group	A/E Srvcs-06/25/16	7/2016	9745	3,778.24
			A&E CDBG Yr 13 close	7/2016	9745	826.38
			A&E CDBG Yr 16 app	7/2016	9745	994.73
17-67216	01-59400	Kathryn Wright Rentals	Rent-334 Elm-Aug2016	8/2016	Aug 2016	800.00
17-67221	01-62000	Youth & Family Services,	Monthly Contribution	8/2016	Aug 2016	1,250.00
DEPARTMENT TOTAL:						24,055.72
DEPARTMENT: 102		ADMINISTRATION				
17-66907	01-00101	City of Yukon (JPMC) ADM	CMAO Travel Expenses	7/2016	07/15/16	40.71
17-67140	01-25000	The Journal Record	Annual Renewal	7/2016	07/20/16	189.00
17-67118	01-37470	OK Municipal League	TD-Conf Registration	7/2016	8424775	282.50
			JC-Conf&Golf Regist	7/2016	8424775	282.50
			JC-Conf&Golf Regist	9/2016	09/13/16	65.00
DEPARTMENT TOTAL:						859.71

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 103		INSURANCE				
17-67234	01-37468	OK Municipal Assurance	Loss Deductible #201957	7/2016	Claim #201957-ME	1,000.00
DEPARTMENT TOTAL:						1,000.00
DEPARTMENT: 106		FIRE DEPARTMENT				
17-67084	01-00105	City of Yukon (JPMC) FD	outside light bulbs	7/2016	Locke Sup 29082984	90.60
17-67119	01-00105	City of Yukon (JPMC) FD	Glucose Meter/strips	7/2016	MooreMedi 83061366	359.12
17-67146	01-00105	City of Yukon (JPMC) FD	batteries	7/2016	Wal-Mart 09152	259.28
17-66980	01-46940	Sam's Club Direct-	coffee,coffee cups	7/2016	2111A	197.28
17-66978	01-47660	Shred-it US JV LLC	document destruction	6/2016	9411029955	10.66
17-66979	01-50705	TRI Air Testing, Inc.	air testing kit for SCBA	5/2016	98317A	489.00
DEPARTMENT TOTAL:						1,405.94
DEPARTMENT: 107		POLICE DEPARTMENT				
17-67052	01-00111	City of Yukon (JPMC) PD	Stilley pants	7/2016	OpticsPlan 5298355	47.04
17-67055	01-00111	City of Yukon (JPMC) PD	misc. office supplies	7/2016	Staples 50057	26.99
			misc. office supplies	7/2016	Staples 7159577658	90.46
17-67191	01-00111	City of Yukon (JPMC) PD	prisoner meals	7/2016	Wal-Mart 01201	146.94
17-67054	01-47660	Shred-it US JV LLC	docment destruction	7/2016	9411426802	20.10
17-66895	01-48410	Special Ops Uniforms, Inc	Rushing boots	7/2016	252465	100.00
17-66984	01-63050	Yukon Trophy & Awards, Inc.	Name plate-Majors	7/2016	716201	6.50
17-67122	01-92303	Walgreen Company	prisoner medication	7/2016	100215035	23.99
DEPARTMENT TOTAL:						462.02
DEPARTMENT: 108		STREET DEPARTMENT				
17-67032	01-00180	City of Yukon (JPMC) PW	emulsion	7/2016	Vance Bros 79812	458.15
17-67147	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50778527	57.15
17-67148	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50779609	61.37
17-67110	01-30600	Lowe's Companies, Inc.	ear muffs	7/2016	02362	17.07
DEPARTMENT TOTAL:						593.74

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 111		TECHNOLOGY				
17-67086	01-00123	City of Yukon (JPMC) TECH	iPad Protective Case	7/2016	CDW-G DRN9823	74.39
17-67094	01-00123	City of Yukon (JPMC) TECH	623233738-00003	7/2016	Verizon 9768291089	324.66
			623233738-00004	7/2016	Verizon 9768291090	294.60
17-67095	01-00123	City of Yukon (JPMC) TECH	Investigations Phone Svc	7/2016	Verizon 9768291091	56.91
17-67096	01-00123	City of Yukon (JPMC) TECH	Cell Phone Services	7/2016	Verizon 9768291086	4,551.62
17-67125	01-00123	City of Yukon (JPMC) TECH	Copier - Per Page Charges	7/2016	Superior Off 11873	680.88
17-67162	01-00123	City of Yukon (JPMC) TECH	Phone Internet & LD Srvc	7/2016	Cox 07/17/2016	2,466.70
17-67165	01-00123	City of Yukon (JPMC) TECH	iPhone Charger Cords	7/2016	Amazon 3381066	89.90
17-67166	01-00123	City of Yukon (JPMC) TECH	Business Analyst Online	7/2016	ESRI 93161843	500.00
17-67169	01-00123	City of Yukon (JPMC) TECH	Online Subscription Srvc	7/2016	TLO 07/25/2016	1,320.00
17-67204	01-00123	City of Yukon (JPMC) TECH	Clock Fuses	7/2016	Amazon 5554663	10.73
17-67207	01-01050	Assoc of Central OK Govt	Lang.Line Usage JN16	7/2016	2153	46.20
17-67242	01-03513	Biblionix	Apollo Renewal	7/2016	3562	3,865.00
17-67045	01-05377	Carbonite Inc.	Renew Evault Maintenance	7/2016	210070457	4,800.00
17-67024	01-05490	CDW Government Inc.	WS FTP Sftwr Renewal	7/2016	CDW-G DRN9286	546.00
17-67101	01-32680	Mobile Wireless, LLC	NetMotion Maint renewal	7/2016	1847	4,250.00
17-67124	01-51740	Tyler Technologies, Inc.	Maintenance Renewals	8/2016	025-163296	578.81
			Maintenance Renewals	8/2016	025-162818	3,600.78
17-67231	01-51740	Tyler Technologies, Inc.	New World Maintenance	7/2016	030-1282	86,356.00
DEPARTMENT TOTAL:						114,413.18
DEPARTMENT: 112		DEVELOPMENT SERVICES				
17-67199	01-00107	City of Yukon (JPMC) DEV	SROffice Supplies	7/2016	Staples 7160048507	131.39
17-67241	01-1	OFMA (Oklahoma Floodplain	OFMA Membership & Renewal	7/2016	OFMA 1655	25.00
			OFMA Membership & Renewal	7/2016	OFMA 1654	50.00
17-67149	01-17530	The Ground Guys of Edmond	Abatements	7/2016	5175	180.00
			Abatements	7/2016	5173	90.00
			Abatements	7/2016	5174	720.00
			Abatements	7/2016	5176	540.00
17-67021	01-47660	Shred-it US JV LLC	document destruction	7/2016	9411426650	10.76
17-67228	01-90604	Fire Marshal's Association	FMAO Conf-J.Taylor	8/2016	08/26/2016	110.00
DEPARTMENT TOTAL:						1,857.15

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 113		LIBRARY				
17-66919	01-00108	City of Yukon (JPMC) LIB	Faucets for Ladies Restro	7/2016	Locke Sup 29119030	173.42
17-66924	01-00108	City of Yukon (JPMC) LIB	Postage for ILL and Overd	7/2016	USPS 843	31.42
17-66930	01-04450	Brodart	Adult Nonfiction materri	7/2016	B4592654	293.17
17-66915	01-16230	Gale Group Inc	Large Print Standing Orde	7/2016	58325338	47.98
			Large Print Standing Orde	7/2016	58317236	48.73
			Large Print Standing Orde	7/2016	58315872	91.97
17-66916	01-44395	Recorded Books, LLC	Audio Book Standing Order	7/2016	75368979	98.09
			Audio Book Standing Order	7/2016	75369686	55.00
			Audio Book Standing Order	7/2016	75363676	13.90
			Audio Book Standing Order	7/2016	75367949	129.20
			Audio Book Standing Order	7/2016	75364392	182.84
17-66917	01-44395	Recorded Books, LLC	Eaudio Standing Order	7/2016	75365055	104.92
			Eaudio Standing Order	7/2016	75366043	56.90
17-66920	01-44395	Recorded Books, LLC	DVD Standing Order	7/2016	1265463	220.84
DEPARTMENT TOTAL:						1,548.38
DEPARTMENT: 114		PROPERTY MAINTENANCE				
17-66963	01-00180	City of Yukon (JPMC) PW	parts for a/c units	7/2016	Locke Sup 29886809	144.21
17-67147	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50778527	34.54
17-67148	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50779609	34.54
DEPARTMENT TOTAL:						213.29
DEPARTMENT: 115		HUMAN RESOURCES				
17-66949	01-00117	City of Yukon (JPMC) HR	Substance Abuse Training	6/2016	OMUSA 03-3472	70.00
DEPARTMENT TOTAL:						70.00
DEPARTMENT: 116		PARK ADMINISTRATION				
17-67051	01-00110	City of Yukon (JPMC) REC	Gals and Garb supplies	7/2016	Wal-Mart 08066	200.19
17-67157	01-00110	City of Yukon (JPMC) REC	park board plaque	7/2016	Midwest Trop 85424	28.50
			park board plaque	7/2016	Lowe's 02244	19.94
			park board plaque	7/2016	Eileen's 07/20/16	11.75
17-67011	01-30600	Lowe's Companies, Inc.	supplies Freedom Fest	6/2016	02026A	77.76
			supplies Freedom Fest	6/2016	02027	180.46
			supplies Freedom Fest	7/2016	43214	19.89
17-67138	01-31265	Marianne's Rentals	80 chairs for band	7/2016	98186	187.40
17-67083	01-46940	Sam's Club Direct-	vending candy	7/2016	3207	243.98
17-67201	01-53450	United Linen - Uniform Re	linen rentals	7/2016	S1950252	346.27
17-67047	01-90312	Chisholm Trail Historical	reimb golf cart rental	6/2016	13972	210.00
17-67134	01-91922	Hannah Shivers	concert face painter	7/2016	0019	100.00
DEPARTMENT TOTAL:						1,626.14

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 117		PARK MAINTENANCE				
17-67112	01-00180	City of Yukon (JPMC) PW	spring	7/2016	Ace Hardwar 878077	2.68
17-67147	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50778527	24.74
17-67148	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50779609	29.40
17-67237	01-30600	Lowe's Companies, Inc.	brown mulch	6/2016	901488	2,157.50
DEPARTMENT TOTAL:						2,214.32
DEPARTMENT: 118		RECREATION FACILITIES				
17-67003	01-00110	City of Yukon (JPMC) REC	food for DRC	7/2016	Wal-Mart 02289	31.03
17-67005	01-00110	City of Yukon (JPMC) REC	dry erase Board	7/2016	Amazon 5541069	15.19
17-67136	01-00110	City of Yukon (JPMC) REC	Carnival Friday Fun Day	7/2016	Wal-Mart 04833	154.72
17-67196	01-03090	Ben E. Keith Foods	food for DRC	7/2016	63190522	1,780.59
			food for DRC	7/2016	63190521	65.97
17-67050	01-1	Chris Smith	Pool refund	5/2016	CS 41090	125.00
17-67226	01-1	Elizabeth Zepp	refund indoor t-ball	7/2016	EZ 42786	30.00
17-67236	01-30600	Lowe's Companies, Inc.	landscaping	5/2016	909771	2.69
			landscaping	6/2016	920812	0.17
			landscaping	6/2016	910907	6.64
			landscaping	6/2016	908732	74.04
17-67163	01-33460	Municipal Industries	pool chemicals	7/2016	36684	2,164.30
17-67155	01-44625	Regional Food Bank	food DRC Lunches	7/2016	AI261774-1	319.60
17-67002	01-46940	Sam's Club Direct-	Food for DRC lunches-July	7/2016	3250A	289.15
17-67019	01-46940	Sam's Club Direct-	kids camp party	7/2016	1932	197.60
17-67038	01-46940	Sam's Club Direct-	replace tables/trash cans	7/2016	3177	585.19
			replace tables/trash cans	7/2016	6378407316	604.78
17-67048	01-46940	Sam's Club Direct-	Pool Food	7/2016	6791069688	546.74
			Pool Food	7/2016	7151715938	246.52
17-67049	01-50515	Total Beverage Service	beverage for pools	7/2016	N3539	140.00
17-67200	01-53450	United Linen - Uniform Re	Linens for DRC/YCC	4/2016	1922850	63.17
			Linens for DRC/YCC	5/2016	1930813	35.00
			Linens for DRC/YCC	5/2016	S1934809	33.15
			Linens for DRC/YCC	7/2016	1950147	66.79
DEPARTMENT TOTAL:						7,578.03

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 121		FLEET MAINTENANCE				
17-66908	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	7/2016	O'Reilly 194451	14.53
			parts to repair vehicles	7/2016	O'Reilly 195289	60.58
			parts to repair vehicles	7/2016	O'Reilly 195382	7.55
			parts to repair vehicles	7/2016	O'Reilly 195515	6.98
			parts to repair vehicles	7/2016	O'Reilly 195517	270.94
			parts to repair vehicles	7/2016	O'Reilly 195521	184.99
			parts to repair vehicles	7/2016	O'Reilly 195522	137.00
			parts to repair vehicles	7/2016	O'Reilly 195523	63.49
			parts to repair vehicles	7/2016	O'Reilly 195524	31.96
			parts to repair vehicles	7/2016	O'Reilly 195770	698.94
			parts to repair vehicles	7/2016	O'Reilly 195993	111.32
			parts to repair vehicles	7/2016	O'Reilly 196983	41.53
			parts to repair vehicles	7/2016	O'Reilly 196993	16.23
			parts to repair vehicles	7/2016	O'Reilly 197203	38.93
			parts to repair vehicles	7/2016	O'Reilly 197243	23.72
			credit parts to repair ve	7/2016	O'Reilly 195820	132.00-
17-66909	01-00180	City of Yukon (JPMC) PW	parts to repair vehciles	7/2016	Bob Howard 4387237	62.71
			parts to repair vehciles	7/2016	Hibdon 223923	69.99
			parts to repair vehciles	7/2016	Frontier 138148	41.00
			parts to repair vehciles	7/2016	Chief Fire 183878	109.00
17-66965	01-00180	City of Yukon (JPMC) PW	CNG fuel	7/2016	OnCue 062740	11.00
			CNG fuel	7/2016	OnCue 092043	12.53
			CNG fuel	7/2016	OnCue 094518	12.62
			CNG fuel	7/2016	OnCue 095523	13.16
			CNG fuel	7/2016	OnCue 112650	12.32
17-67030	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	7/2016	NAPA 640311	8.37
			parts to repair vehicles	7/2016	NAPA 640673	24.41
17-67031	01-00180	City of Yukon (JPMC) PW	oils, lubricants	7/2016	Fentress 0028247	343.10
17-67043	01-00180	City of Yukon (JPMC) PW	UTH oil part paym	7/2016	Fentress 0028335	808.00
17-67114	01-00180	City of Yukon (JPMC) PW	bcm module	7/2016	Joe Cooper 578091	553.99
17-67116	01-00180	City of Yukon (JPMC) PW	tires	7/2016	Goodyear 1007645	544.50
			waste fee	7/2016	Goodyear 1007645	12.50
17-67147	01-00180	City of Yukon (JPMC) PW	uniform cleaning, rental	7/2016	Clean 50778527	20.16
17-67148	01-00180	City of Yukon (JPMC) PW	uniform cleaning, rental	7/2016	Clean 50779609	30.19
17-67206	01-00180	City of Yukon (JPMC) PW	tires,fee	4/2016	Goodyear 1006988	511.60
			credit	6/2016	Goodyear 1007356	438.10-
17-66935	01-01352	Safety Pro Products	nitro gloves-boxes	7/2016	3022	97.50
17-67109	01-15352	Fred Brewer Sales Inc.	degreaser	7/2016	45703	325.00
			patriot car wash	7/2016	45703	220.00
17-67103	01-39550	Paul Penley Oil Company,	Inunleaded fuel	7/2016	0119103-IN	6,193.48
			diesel fuel	7/2016	0119103-IN	2,335.48
17-67132	01-53425	DOC/Union City Comm Corr	Ctppwp pay June 16	7/2016	UNC2016-YUK-4196	142.04
			adm fee	7/2016	UNC2016-YUK-4196	14.20
DEPARTMENT TOTAL:						13,667.44
FUND TOTAL:						171,565.06

FUND: 38 - Hotel/Motel Tax Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501		HOTEL/MOTEL EXPENSES				
17-67181	01-62300	Yukon Comm Support Fdn	Reimb deposit-StoneyLaRue	7/2016	07/08/2016 SL	10,000.00
17-67183	01-62300	Yukon Comm Support Fdn	Reimb Deposit-WadeBowen	7/2016	07/08/2016 WB	5,000.00
17-67180	01-92307	William Morris Endeavor	Entertainment Rt. 66-LaRu	7/2016	07/08/2016 SL	10,000.00
17-67182	01-92307	William Morris Endeavor	Entertainment Rt.66-Bowen	7/2016	07/08/2016 WB	5,000.00
DEPARTMENT TOTAL:						30,000.00
FUND TOTAL:						30,000.00

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 123		SPECIAL EVENT REVENUE				
17-67105	01-00101	City of Yukon (JPMC) ADM	Christmas Supplies	7/2016	Park Hil I219535/E	2,105.15
			credit Christmas Supplies	7/2016	Park Hil C026182/E	50.00-
17-67106	01-00101	City of Yukon (JPMC) ADM	Christmas Supplies	7/2016	Creative Co 107338	1,115.28
17-67141	01-00101	City of Yukon (JPMC) ADM	Miscellaneous Supplies	6/2016	Peacock Par 126563	78.88
			Miscellaneous Supplies	7/2016	Creative Co 111970	1,417.78
			return credit	7/2016	Creative Co 119979	3.00-
DEPARTMENT TOTAL:						4,664.09
DEPARTMENT: 125		MAIN STREET SPECIAL REV				
17-67107	01-00101	City of Yukon (JPMC) ADM	Supplies-YBMS Booth Suppl	6/2016	Demdaco 21569644	110.37
			Supplies-YBMS Booth Suppl	6/2016	Occasionally 70396	186.30
DEPARTMENT TOTAL:						296.67
DEPARTMENT: 142		INSURANCE/MISC REIMB				
17-66907	01-00101	City of Yukon (JPMC) ADM	CMAO Travel Expenses	7/2016	07/15/16	14.03
DEPARTMENT TOTAL:						14.03
DEPARTMENT: 146		LIBRARY SPECIAL REVENUE				
17-66918	01-00108	City of Yukon (JPMC) LIB	Summer Reading Program Su	7/2016	Wal-Mart 06097	21.97
DEPARTMENT TOTAL:						21.97
DEPARTMENT: 167		POLICE DEPT SPECIAL REV				
17-67035	01-13020	FX Technologies	Equipment for truck	7/2016	471	1,437.50
17-66969	01-36300	OK Board of Tests	Intox certifications	7/2016	5003	62.00
DEPARTMENT TOTAL:						1,499.50
FUND TOTAL:						6,496.26

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201		WATER DISTRIBUTION				
17-66909	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	7/2016	CL Boyd P47384	21.34
			parts to repair vehicles	7/2016	Chappell 0232405	128.98
17-66965	01-00180	City of Yukon (JPMC) PW	CNG fuel	7/2016	OnCue 095418	9.13
			CNG fuel	7/2016	OnCue 084949	16.37
			CNG fuel	7/2016	OnCue 151658	0.31
			CNG fuel	7/2016	OnCue 151900	16.78
			CNG fuel	7/2016	OnCue 134054	0.25
			CNG fuel	7/2016	OnCue 142755	14.64
			CNG fuel	7/2016	OnCue 083127	13.65
			CNG fuel	7/2016	OnCue 145418	14.79
			CNG fuel	7/2016	OnCue 104134	17.22
17-66982	01-00180	City of Yukon (JPMC) PW	meter	7/2016	HD Supply F833371	440.00
17-67028	01-00180	City of Yukon (JPMC) PW	freight	7/2016	DAS Mnfg 6474	18.84
			marking kits	7/2016	DAS Mnfg 6474	480.00
17-67029	01-00180	City of Yukon (JPMC) PW	replace fire hydrant	7/2016	OK Contrac 0549208	340.00
			credit replace fire hydra	7/2016	OK Contrac 0549259	31.00-
17-67033	01-00180	City of Yukon (JPMC) PW	water line repairs	7/2016	Locke Sup 29080659	43.60
			water line repairs	7/2016	HD Supply F865502	439.00
17-67097	01-00180	City of Yukon (JPMC) PW	shipping	7/2016	Staples 28289	10.97
17-67098	01-00180	City of Yukon (JPMC) PW	clamp	7/2016	HD Supply F779315	935.00
17-67113	01-00180	City of Yukon (JPMC) PW	Pike pass June 2016	7/2016	PIkePass 07/19/16	3.80
17-67115	01-00180	City of Yukon (JPMC) PW	3/4" meters	7/2016	HD Supply F858866	900.00
17-67123	01-00180	City of Yukon (JPMC) PW	1" meters	7/2016	HD Supply F858900	1,150.00
17-67147	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50778527	41.30
17-67148	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50779609	41.30
17-67205	01-00180	City of Yukon (JPMC) PW	tires, fee	7/2016	T&W Tire 5688872	547.72
17-67222	01-00180	City of Yukon (JPMC) PW	large clamps	7/2016	F858890	1,260.00
17-67034	01-09525	Dolese Bros. Company	gravel, rock, concrete	7/2016	RM16044074	345.00
			gravel, rock, concrete	7/2016	RM16043725	197.50
17-67103	01-39550	Paul Penley Oil Company,	Inunleaded fuel	7/2016	0119103-IN	640.85
			diesel fuel	7/2016	0119103-IN	185.36
17-67089	01-90316	CUES	GX520 Software Support	7/2016	461771	1,800.00
DEPARTMENT TOTAL:						10,042.70

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 202		UTILITY BILLING				
17-67092	01-00123	City of Yukon (JPMC) TECH	Meter Reader Cell Phones	7/2016	Verizon 9768291087	137.00
17-67147	01-00180	City of Yukon (JPMC) PW	uniform cleaning, rental	7/2016	Clean 50778527	16.90
17-67148	01-00180	City of Yukon (JPMC) PW	uniform cleaning, rental	7/2016	Clean 50779609	16.90
17-67205	01-00180	City of Yukon (JPMC) PW	tires, fee	7/2016	T&W Tire 5688872	237.28
17-67173	01-29320	Linebarger, Goggan, Blair	&Collections Services	7/2016	07/19/2016	249.90
17-67103	01-39550	Paul Penley Oil Company,	Inunleaded fuel	7/2016	0119103-IN	287.76
DEPARTMENT TOTAL:						945.74
DEPARTMENT: 203		TREATMENT AND SUPPLY				
17-67100	01-04477	Brewer Construction	Oklahomwell line repair	7/2016	2016-11	8,513.31
DEPARTMENT TOTAL:						8,513.31
DEPARTMENT: 204		FLEET MAINTENANCE				
17-67147	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50778527	13.64
17-67148	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50779609	13.64
DEPARTMENT TOTAL:						27.28
FUND TOTAL:						19,529.03

FUND: 71 - Sanitation Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
17-67093	01-00123	City of Yukon (JPMC) TECH	San Svcs MiFi Service	7/2016	Verizon 9768291088	160.04
17-66908	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	7/2016	O'Reilly 195134	69.26
			parts to repair vehicles	7/2016	O'Reilly 195325	69.26
			parts to repair vehicles	7/2016	O'Reilly 195579	11.34
			parts to repair vehicles	7/2016	O'Reilly 197373	11.94
17-66909	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	7/2016	ISI OKC 28020679	53.17
			parts to repair vehicles	7/2016	ISI OKC 28020776	212.68
			parts to repair vehicles	7/2016	Bruckner's 487713C	50.78
17-67030	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	7/2016	NAPA 640036	73.80
17-67031	01-00180	City of Yukon (JPMC) PW	oils, lubricants	7/2016	Hampel Oi 90803331	373.45
17-67043	01-00180	City of Yukon (JPMC) PW	UTH oil part paym	7/2016	Fentress 0028335	807.16
17-67147	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50778527	47.58
17-67148	01-00180	City of Yukon (JPMC) PW	uniform cleaning,ren	7/2016	Clean 50779609	47.58
17-67160	01-00180	City of Yukon (JPMC) PW	silicone	7/2016	O'Reilly 197491	19.98
17-67111	01-01352	Safety Pro Products	Safety Vest & Gloves	7/2016	3045	471.00
17-67103	01-39550	Paul Penley Oil Company, Inunleaded fuel		7/2016	0119103-IN	46.31
			diesel fuel	7/2016	0119103-IN	2,678.88
16-66547	01-90712	General Parts, LLC-OK City	Repair of San Ice Maker	6/2016	5742820	1,230.58
DEPARTMENT TOTAL:						6,434.79
FUND TOTAL:						6,434.79

FUND: 73 - Storm Water Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
17-67099	01-00180	City of Yukon (JPMC) PW	tire	7/2016	T&W Tire 5685737	116.14
			waste fee	7/2016	T&W Tire 5685737	2.50
17-67131	01-00180	City of Yukon (JPMC) PW	battery	7/2016	O'Reilly 193987	111.11
17-67103	01-39550	Paul Penley Oil Company,	Inunleaded fuel	7/2016	0119103-IN	12.40
DEPARTMENT TOTAL:						242.15
FUND TOTAL:						242.15

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 104		CDBG				
17-67139	01-53457	Urban Contractors	CDBG SanSewer/Rd Project	7/2016	11668	44,203.50
					DEPARTMENT TOTAL:	44,203.50
					FUND TOTAL:	44,203.50
					GRAND TOTAL:	278,470.79

PACKET : 03742 July '16 Debt Service

APPROVED: NO

JE NO#	ACCOUNT	DESC: July '16 Debt Service ACCOUNT NAME	POSTING DATE: 7/25/2016 REFERENCE	REVERSING DATE:	DESCRIPTION	AMOUNT
88	100	Pooled Cash Account	Misc 000000		July '16 Debt Service	389,196.23CR
36	5501-606	Debt Service-Master Lease	Misc 000000		July '16 Debt Service	28,359.49
36	5501-606	Debt Service-Master Lease	Misc 000000		July '16 Debt Service	1,735.71
36	5501-607	Sanitation Equipment Lease	Misc 000000		July '16 Debt Service	30,736.00
36	5501-608	Debt Service - '12 Revenue	Misc 000000		July '16 Debt Service	59,797.71
36	5501-610	Debt Service YMA 2013 Rev B	Misc 000000		July '16 Debt Service	78,103.76
36	5501-611	Debt Service 2015A Rev Bond	Misc 000000		July '16 Debt Service	96,024.27
36	5501-612	Debt Service 2015B Rev Bond	Misc 000000		July '16 Debt Service	94,439.29
88	202	Due To Other Funds	Misc 000000		July '16 Debt Service	389,196.23
36	100	Claim on Cash	Misc 000000		July '16 Debt Service	389,196.23CR
TOTAL CREDITS:		\$	778,392.46CR			
DEBITS:		\$	778,392.46			

PACKET : 03742 July '16 Debt Service

APPROVED: NO

*** ACCOUNT TOTALS ***

ACCOUNT	ACCOUNT NAME	DEPARTMENT	AMOUNT
36 100	Claim on Cash	N/A	389,196.23CR
36 5501-606	Debt Service-Master Lease	SALES TAX CAPITAL IMPROV	30,095.20
36 5501-607	Sanitation Equipment Lease	SALES TAX CAPITAL IMPROV	30,736.00
36 5501-608	Debt Service - '12 Revenue Bon	SALES TAX CAPITAL IMPROV	59,797.71
36 5501-610	Debt Service YMA 2013 Rev Bond	SALES TAX CAPITAL IMPROV	78,103.76
36 5501-611	Debt Service 2015A Rev Bond	SALES TAX CAPITAL IMPROV	96,024.27
36 5501-612	Debt Service 2015B Rev Bond	SALES TAX CAPITAL IMPROV	94,439.29
88 100	Pooled Cash Account	N/A	389,196.23CR
88 202	Due To Other Funds	N/A	389,196.23

JOURNAL ENTRIES: 1
ENTRIES: 10

O/B JOURNAL ENTRIES: 0
ERRORS: 0
WARNING: 0

TOTAL CREDITS: \$ 778,392.46CR
DEBITS: \$ 778,392.46

** END OF REPORT **

PACKET: 18831 2015 GO Bond Interest
 VENDOR SET: 01 CITY OF YUKON
 BANK: SF Sinking Fund

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02780		BOK Financial, NA						
	I-9-1-16	GO Interest BOK Financial, NA	H	7/29/2016		115,000.00	001002	115,000.00

* * B A N K T O T A L S * *				NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:			0	0.00	0.00	0.00	
HANDWRITTEN CHECKS:			1	0.00	115,000.00	115,000.00	
PRE-WRITE CHECKS:			0	0.00	0.00	0.00	
DRAFTS:			0	0.00	0.00	0.00	
VOID CHECKS:			0	0.00	0.00	0.00	
NON CHECKS:			0	0.00	0.00	0.00	
CORRECTIONS:			0	0.00	0.00	0.00	
BANK TOTALS:			1	0.00	115,000.00	115,000.00	

PACKET: 18831 2015 GO Bond Interest
VENDOR SET: 01 CITY OF YUKON
BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	1	0.00	115,000.00	115,000.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	115,000.00	115,000.00

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
03	7/2016	115,000.00CR
=====		
ALL		115,000.00CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



OFFICE OF THE CITY ATTORNEY

MEMORANDUM

To: Doug Shivers, City Clerk
From: Michael D. Segler *MS*
Date: July 15, 2016
Subject: Agreement for Services - Yukon Sharing Ministry, Inc.

Enclosed is the Agreement for Services for Yukon Sharing Ministry, Inc. which has been signed by the President and Secretary.

Please have this item placed on the City Council agenda. Thank you.

AGREEMENT FOR SERVICES

CITY OF YUKON

YUKON SHARING MINISTRY, INC.

This Agreement is made and entered into this 7 day of 14, 2016, by and between the **City of Yukon**, hereinafter referred to as "City", and **Yukon Sharing Ministry, Inc.**, 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 1st day of July, 2016, through the 30th day of June, 2017.
2. **CONSIDERATION:** The City agrees to pay contractor, as consideration for services for the citizens of Yukon provided by Contractor the total sum of Three Hundred Twenty-five and 00/100ths Dollars (\$325.00), 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) A central location for the distribution of social services to the citizens of the City.
 - B) Financial assistance to Yukon citizens in need in the form of utilities, rent, clothing and food.

- C) Job placement programs to citizens out of work.
- D) Financial aid in gasoline allowances to enable travel to and from work and medical appointments for Yukon citizens in need.
- E) Referral service and act as a clearing house for other agencies in Yukon and the state to assist underprivileged Yukon citizens.
- F) Referral services for Woman's Crisis Center.
- G) Other social services as may be agreed upon by parties in the contract.
- H) Contractor will dedicate itself to the betterment of the Yukon community and its citizens and agrees to continue to offer its services during the term of this agreement for the public good, to increase the quality of life within the City limits, and make the availability of services more convenient to the citizens of the City.
- I) The contract sum shall be used by Contractor for payment of utilities (gas, electric and phone service) along with other maintenance costs necessary to adequately support the agencies that will be housed in the Yukon Social Services building located at 4 North 6th Street, Yukon, Oklahoma, during the term of this agreement.

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

YUKON SHARING MINISTRIES, INC.
A nonprofit Corporation

John Alberts, Mayor

Non Esken

President

ATTEST:

ATTEST:

City Clerk

Dena C. Elliott

Secretary

APPROVED BY:

Michael D. Segler, City Attorney



OFFICE OF THE CITY ATTORNEY

MEMORANDUM

To: Doug Shivers, City Clerk
From: Michael D. Segler 
Date: July 28, 2016
Subject: Agreement for Services - Sister Cities International

Enclosed is the Agreement for Services for Sister Cities International which has been signed by the President and Secretary, along with correspondence from Illona Morris.

Please have this item placed on the City Council agenda. Thank you.

AGREEMENT FOR SERVICES

CITY OF YUKON

SISTER CITIES INTERNATIONAL

This Agreement is made and entered into this 26 day of July, 2016, 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 1st day of July, 2016, through the 30th day of June, 2017.
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

Date: July 25, 2016

To: Office of City Manager

From: Illona Morris

SCI Chairperson

Re: Sister Cities International Subsidy Request

Dear City of Yukon:

On behalf of Sister Cities International of Yukon I would like to request a subsidy for our annual dues to Sister Cities International for 2016-17.

The reasons for joining the national organization are many and well described on their

website: <http://www.sister-cities.org/sci/programs/yap>.

We appreciate your continued support. Thank you for your help.

Sincerely,

A handwritten signature in black ink that reads "Illona Morris". The signature is written in a cursive, flowing style.

Illona Morris

SCIY Chairperson

4601 Cypert Rd.

Yukon, OK 73099

405 354 6819

Report of Boards, Commissions and Committees

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

Planning Commission

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

Board of Adjustment/Board of Appeal

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

Park Board

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

Library Board

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

*Members of Ladies' Library Club are appointed by same

Traffic Commission

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

Economic Development Auth.

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

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Richard Russell, Representative

Ken Smith, Alternate

Senior Citizens

Ray Wright, Representative

John Alberts, Alternate

ACOG

Mike McEachern, Member

Richard Russell, Alternate

COWRA

Genie Vinson, Representative

Larry Taylor, Alternate

Sister City Committee

Ilona Morris

Terry Beaver

Nancy Novosad

Edwin Shedeck

**RESOLUTION AUTHORIZING STAGE ONE MODIFICATIONS FOR SPANISH COVE
REPOSITIONING PROJECT AND REQUEST FOR CITY COUNCIL DEBT
AUTHORIZATION**

Consider approving the first stage of a two-staged plan for acquisition, design, construction, equipping and/or renovation of facilities for use by the Spanish Cove Housing Authority or its designee through the issuance of tax-exempt and/or taxable revenue bonds or notes in an amount not to exceed \$20,000,000. First stage funds will be designated for the expansion of the Pavilion Health Center and pre-development planning for stage two funding for a 50-unit independent living/community center.

SPANISH COVE HOUSING AUTHORITY
REGULAR MEETING OF THE BOARD OF TRUSTEES
11 PALM, YUKON, OK
May 24, 2016

Chairman Clarence Drumeller called the open meeting to order at 6:00 p.m. in the Sherman Huff Plaza at Spanish Cove Retirement Village. Don Blose gave the invocation. The Pledge of Allegiance to the Flag of the United States of America followed the invocation.

Chairman Clarence Drumeller announced that the meeting was being recorded. Kay Hunter called the roll. Those present were: Trustees Marion Guy, Leon Nelson, and Donna Yanda. Dr. Athena Friese, Tim Holt, and Larry Taylor were absent. Also present were Don Blose, Executive Administrator/CEO, and Cheryl O'Neill, Assistant Executive Director.

Public Comment:

Finance Report: Kay Hunter, CFO, presented the April 2016 financials.

Consent Docket: Marion Guy made a motion to approve the April 26, 2016 minutes, the Marketing Sales Report, all salaries and expenses paid in April 2016, and the Quality Assurance Activities Report for Home Health Agency, Quarterly Report for January, February and March 2016. Donna Yanda seconded the motion. The motion was passed by a unanimous roll call vote.

Finance Committee: Clarence Drumeller made a motion to recommend to the Board of Trustees to add the MFS Mid Cap fund following recommendation from Mrs. Keys. Marion Guy seconded the motion. The motion was passed by a unanimous roll call vote.

Clarence Drumeller made a motion to recommend to the Board of Trustees to use the current fund Vanguard Wellington Adm as the qualified default investment option. Marion Guy seconded the motion. The motion was passed by a unanimous roll call vote.

Policy Committee: Marion Guy made a motion to approve policy A-1: Board of Trustees Maintenance of Board Policy Manual. Donna Yanda seconded the motion. The motion was passed by a unanimous roll call vote.

Vote to approve resolution authorizing Stage One modifications for Spanish Cove Repositioning Project and Request for City Council Debt Authorization: Leon Nelson made a motion to approve the resolution authorizing Stage One modifications for Spanish Cove Repositioning Project and Request for City Council Debt Authorization. Marion Guy seconded the motion. The resolution motion passed as written. Leon Nelson requested that no funds will be expended and the expense for architecture costs for the second phase until the first stage is completed.

Acknowledgement of Annual Conflict of Interest Policy: The Conflict of Interest Policy was acknowledged and signed by board members present.

Administrator's Report: Don Blose, CEO presented the administrator's summary which is included in the May board packet.

Old Business:

New Business:

Adjournment: Meeting was adjourned at 6:25 pm

Clarence Drumeller 6/28/16
Clarence Drumeller Date
Chairman

Marion Guy 06/28/16
Marion Guy Date
Secretary

1-May-15

Spanish Cove
Project Budget, Operating Budget and Projections

Project Version One

Scenario Two

Assuming Phase One Scenario Two with Bank Financing

Selected Financial Information
For Internal Use-Not For Financing Purposes

*The information contained herein was compiled by the management staff of
Spanish Cove
and captured in this format by ARI, Inc.*



Spanish Cove Estimated Cost of Project May 17, 2016						
Total New Revenue Units	Average Square Feet	Square Feet	Cost per Square Foot			Pavilion Only
	Demo work at Pavilion					\$ 162,750
	Demo Plaza, Apt Bldgs 5,7,9, Janice, Maintenance, Laundry					\$ -
	Total Demolition					\$ 162,750
24	2-story SNF addition to W side of Pavilion	16,262	\$ 200.00	5%		\$ 3,415,020
19	2-story MSAL addition to East side of Pavilion	18,788	\$ 200.00			\$ 3,945,480
	Basements for SNF and MSAL Additions	8,000	\$ 55.00			\$ 462,000
	Remodel 2nd floor W to 26 SNF rooms	17,493	\$ 70.00	\$ 49,450		\$ 1,285,699
	Minor Remodel to 1st floor E for MSAL-24 units	24,203	\$ 40.00			\$ 1,016,526
	Remodel W addition to 12 SNF from temp space	8,131	\$ 70.00			\$ -
	Repair of Pavilion 2nd story outdoor patio					\$ -
	Apt Building Underbuilding Parking (included in below #'s)	30,778				\$ -
	Apt Community Space (floor 1)	30,778	\$ 175.00			\$ -
	Apts (floor 2-4)	64,854	\$ 140.00			\$ -
43	Total Construction	-	184,237	\$ 134.76		\$ 10,124,725
	Site development work, utility re-location, etc, landscaping					\$ 262,500
						\$ -
	Total Construction of Site	-	-	\$ -		\$ 262,500
	Total Demolition, Construction, & Site Work					\$ 10,549,975
	Construction Contingency				<i>incl above</i>	-
	CM Fee				<i>incl above</i>	-
	General Conditions				<i>incl above</i>	-
	Performance Bond and Insurance				<i>incl above</i>	-
	Sub-Total Cost to Construct					\$ 10,549,975
	Construction Escalation-Pavilion	1.36	years @	3%	per year	\$ 431,137
	Construction Escalation-Apartments	2.00	years @	3%	per year	
	Grand Total Cost to Construct					\$ 10,981,112
	Soft Costs					Total
	Architect & Engineering (Design, MEP)		5.10%	7.25%	3.6%	796,131
	A&E Reimbursable Expenses					100,000
	Civil Engineer		15.00%			39,375
	Pre-Construction Services		6.00			30,000
	Financial Projections, Project Cost Tracking, Development Advisory					168,000
	Builders Risk Insurance	0.2	100			21,962
	Refinance existing debt					2,308,101
	Development Seed Capital Line of Credit Interest				4%	-
	Bank Fee	0.50%	on debt of	19,132,343		95,662
	Cost of Issuance	0.25%	on debt of	19,132,343		47,831
	Construction Loan Interest	4.25%				929,865
	Debt Service Reserve					-
	Marketing of New Apartment Residences		50	7,500		-
	Prof Services-legal/feasibility study/appraisal/actuarial/survey/					75,000
	Furnishings Fixtures and Equipment					1,800,000
	Owner Contingency	\$ 38,972,308	10.0%			1,739,304
	TOTAL PROJECT COST					\$ 19,132,343

Estimated Sources & Uses of Funds		
Sources of Funds		
Equity	500,000	2.61%
Loan Proceeds	18,632,343	97.39%
Total Sources of Cash	19,132,343	100%
Uses of Funds		
Construction Costs	11,011,112	57.6%
Architect and Engineer Fees	935,506	4.9%
Development Advisor Fees	168,000	0.9%
Builders Risk Insurance	21,962	0.1%
Professional Services (surveys, feasibility study)	75,000	0.4%
Furnishings Fixtures and Equipment	1,800,000	9.4%
Pre-Marketing	-	0.0%
Owners Contingency	1,739,304	9.1%
Sub-Total Construction & Development	15,750,884	82.3%
Interest During Construction, Net	929,865	4.9%
Re-Finance Existing Debt	2,308,101	12.1%
Financing Costs	143,493	0.8%
Development Seed Capital Interest	-	0.0%
Debt Service Reserve	-	0.0%
Sub-Total Financing Related Costs	3,381,459	17.7%
Total Uses of Funds	19,132,343	100.0%

Current Debt Terms	
BancFirst Debt for Property Acquisition	
Rate:	3.75%
Term:	15
Debt:	\$ 600,000
Payment:	\$53,026

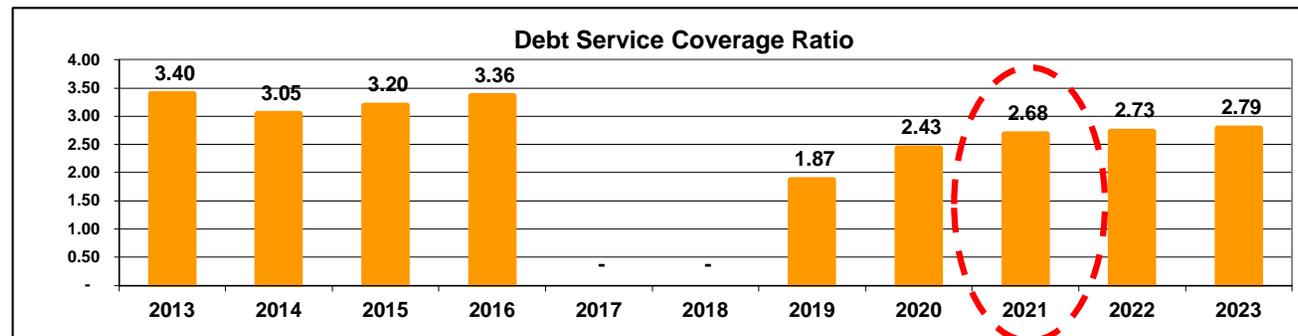
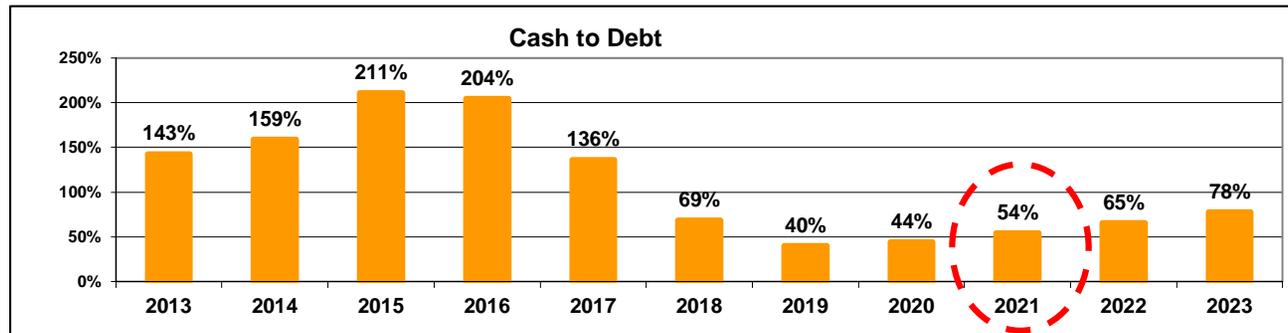
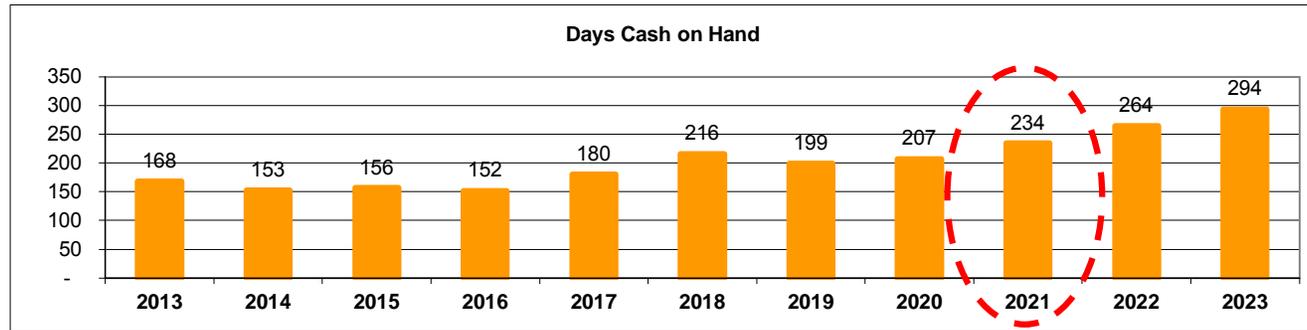
\$ 19,132,343

New Debt Terms	
For The Pavilion Project	
Rate:	4.25%
Term:	20
Debt:	\$ 18,632,343
Payment:	\$1,401,522

Spanish Cove Project Schedule		
<i>Draft Dated:</i> 5/17/2016		
Month of:	Completed	Task
Mar-15	X	Master Planning/Financial Modeling Complete
May-16		Design Process Begins for Pavilion Additions and Renovation
Jul-16		
Jul-16		Schematic Design Complete (90 day duration)
Aug-16		Construction Cost Opinion on SD's complete by CM (30 day duration)
Aug-16		Select Bank and begin loan negotiation discussions
Nov-16		Design Development Complete (90 day duration)
Dec-16		Construction Cost Opinion on DD's complete by CM (30 day duration)
Jan-17		Finalize loan negotiation and begin loan documentation
Mar-17		Construction Documents complete (90 day duration)
May-17		Guaranteed Maximum Price (GMP) presented by CM (45 day duration)
May-17		Permitting for HC East & West
May-17		Close on construction loan
Jun-17		Construction Commences for Pavilion East & West (12 mos duration)
Jun-18		Pavilion East & West Construction Complete (AL-19 1-bdrm; SNF 12 on 1st & 12 on 2nd)
Jun-18		C of O & license E AL add (19 1-bdrm)1st & 2nd floor W SNF add (24 private rooms)
Jul-18		Move 13 AL residents from 2nd floor W to new E construction(12 on 2nd; 7 on 1st;+6 AL)
Aug-18		Begin remodel of 2nd floor W to 26 SNF rooms (6 mos duration)
Feb-19		2nd floor W remodel complete- C of O received from City
Mar-19		SNF License for 2nd floor W received (now 67 SNF)
Apr-19		Relocate 26 SNF residents from 1st floor E to 2nd floor W
May-19		Begin remodel of 1st floor E to 14-MSAL and 5-AL (5 month duration)
Oct-19		MSAL and AL on E Pavilion 1st floor complete
Nov-19		license 1st floor E for MSAL and AL
Dec-19		Begin fill-up of 14 MSAL and remaining 7 AL (now have total 41 AL; 14 MSAL)
Mar-20		SNF licensed capacity moves from 67 to 70

13	months of planning
28	months of construction/renovation
41	months of total project

	Targets:	2013	2014	2015	2016	2017	2018	2019	2020	2021
Days Cash on Hand	200	168	153	156	152	180	216	199	207	234
Debt Service Coverage Ratio	1.50	3.40	3.05	3.20	3.36	NA	NA	1.87	2.43	2.68
DSC Ratio, Revenue Only	1.00	0.41	0.39	0.11	0.66	NA	NA	0.69	1.24	1.46
Cash to Debt	30%	143%	159%	211%	204%	136%	69%	40%	44%	54%



RESOLUTION NO. 2016-07

OFFICIAL BALLOT

A RESOLUTION OF CITY OF YUKON CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE EXPIRING TERM OF TRUSTEE REPRESENTING DISTRICT 6.

WHEREAS, City of Yukon, participates in the OkMRF and is eligible to cast one vote for the Trustee office of the OkMRF Board to fill the expiring term for District 6 Trustee; and

WHEREAS, no vote can be split or cast in any fraction or part of the whole; and

WHEREAS, the Authorized Agent indicates the results of our vote on the ballot and returns this ballot to the Trust Administrator between July 20, 2016, and August 30, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council, of the participating employer City of Yukon, that its votes for the Trustee shall be cast for the following nominee (fill in name of nominee):

1. John D. Shugart
District 6 Trustee

*****END*****

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the participating employer of _____ on the _____ day of _____, _____.

Mayor

Attest (Seal):

City Clerk

TO ENSURE DELIVERY, PLEASE CALL 1-888-394-6673 EXT. 100

*MAIL RESOLUTIONS TO:
OKLAHOMA MUNICIPAL RETIREMENT FUND
525 CENTRAL PARK DRIVE, SUITE 320
OKLAHOMA CITY, OK 73105*



**2016 ELECTION OF TRUSTEE – DISTRICT 6 TRUSTEE
OKLAHOMA MUNICIPAL RETIREMENT FUND (“OkMRF”)**

The governing body of each employer is entitled to cast by resolution one vote for the office of OkMRF District 6. The resolution (sample enclosed) must be returned no later than August 30, 2016. Please note: **Resolutions should be signed with a seal affixed to the ballot. Any resolutions unsigned, will not be valid. To ensure your ballot has been received in the OkMRF office, please call 1-888-394-6673, Ext 100 on or before August 30, 2016.**

CAST ONE VOTE FOR ONE (1) OF THE THREE (3) FOLLOWING NOMINEES ON THE ENCLOSED RESOLUTION:

KRISTI HORT

- Ms. Hort holds a Bachelor's degree in Accounting from Southwestern Oklahoma State University.
- Presently she is the City Clerk-Finance Director for the City of Nichols Hills for the past seven (7) years.
- Prior to that she was the Deputy City Clerk for nine (9) years at Yukon and worked a short time at the City of Piedmont.
- Ms. Hort started her career in City Government in 1996.
- Prior to her career in municipal government, she was the CFO of Western Plains Youth and Family Services, a cost accountant for Eaton Corporation and an accountant for Oklahoma Department of Vo-Tech at William S. Key Correctional Center.
- Ms. Hort is a Certified Municipal Clerk.
- She is an active member of Government Finance Officers Association of the United States and Canada, Oklahoma Association of Public Treasurers of the United States and Canada and the Oklahoma Municipal Clerks and Treasurers.
- She was a past Board member of the Oklahoma Association of Public Treasurers.
- She served on the Municipal Clerks and Treasurers Education Committee.
- Ms. Hort was originally from a small town in Western Oklahoma and moved to the metro area in the mid 1990's. Therefore she believes this provides a solid foundation for her to understand the needs of both small and large communities.
- She would strive to serve member cities of District 6 with the utmost respect and leadership.

TIMOTHY ROONEY

- Mr. Rooney holds a Bachelor of Arts degree in Regional Planning from Mansfield University of Pennsylvania.
- He obtained his MBA from Southern Nazarene University.
- Presently he is the City Manager for City of Mustang.
- He has over twenty-seven (27) years in municipal government experience with twenty (20) of those years in the State of Oklahoma.
- Mr. Rooney is an active member of the City Managers Association of Oklahoma and has served as past President of this organization.
- He is a member of the Oklahoma Municipal League Legislative Committee.
- He is an active member of the Mustang Kiwanis Club.
- Mr. Rooney is a new inductee to the Mustang Masonic Lodge #407.
- He has a passion for public service and helping others.
- Mr. Rooney is very interested in serving on the OkMRF Board and believes he could bring an interesting perspective to the Board.
- He is committed to ensuring employee and municipal contributions are both invested and protected to achieve positive outcomes for everyone.

JOHN D. SHUGART

(BIO on back of this letter)



JOHN D. SHUGART

- Mr. Shugart holds a Bachelor's degree in Accounting from Cameron University.
- He obtained his MBA from the University of Central Oklahoma.
- He is a recent retiree from the City of Bethany after twenty-seven (27) years of service.
- He began his career with Bethany in 1988 serving as the Finance Director and in 2005 became City Manager until his retirement in 2016.
- Prior to that he worked as Director of Administration and Controller for the Central Oklahoma Transportation and Parking Authority for eight (8) years.
- Mr. Shugart has been on the OkMRF Board of Trustees since 1998 and currently serves as the Vice Chairman.
- He also serves as the Chairman of the OkMRF Investment Committee.
- Mr. Shugart remains active in civic affairs with various municipal organizations including the Oklahoma Municipal League, Mid-Size Cities Coalition, City Managers Association of Oklahoma and International City/County Management Association.
- He is married to Donna for forty-three (43) years and together they have one daughter.
- He enjoys spending time with his family, fishing and traveling.
- Mr. Shugart was honorable discharged from the United States Army in 1972.

RESOLUTION NO. 2016-08**A RESOLUTION SUPPORTING CONTINUED PARTICIPATION IN THE MAIN STREET PROGRAM.**

WHEREAS, the Oklahoma Main Street Center has been established in the Oklahoma Department of Commerce to assist small towns and cities to develop a public / private effort to revitalize their "Main Street" areas; and

WHEREAS, the City of Yukon desires to continue participating in the Oklahoma Main Street Center.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF YUKON, OKLAHOMA;

Section 1. That the City of Yukon supports the participation in the 2016-2017 Oklahoma Main Street Center with the specific goal of revitalizing the central business district using the Main Street 4-Point Approach to economic revitalization.

Section 2. That the City of Yukon understands that the Main Street Approach is a long term process that results in a continual effort to maintain and enhance downtown.

ADOPTED this _____ day of August, 2016.

John Alberts, Mayor

Doug Shivers, City Clerk



**INFORMATION
TECHNOLOGY**

DATE: July 26, 2016
FROM: Gary D. Cooper, Technology Director
TO: Jim Crosby, City Manager
Tammy DeSpain, Assistant City Manager
RE: Legacy Inmate Communications Agreement

MEMORANDUM

I am requesting to have this agreement placed on the next City Council agenda so it can be executed and renewed. This company provides the pay phone service in the City jail facility.



Communications System Agreement

This Agreement is made this the ____ day of _____, 2016, by and between Legacy Inmate Communications a dba of Legacy Long Distance International, Inc. ("Legacy" or "the Company") with principal offices at 10833 Valley View Street - Suite 150, Cypress, CA. 90630 and the **City of Yukon** with principal offices located at 100 South Ranch wood Boulevard, Yukon OK. 73099.

RECITALS

WHEREAS, the Company is in the business of providing various inmate communication services, and operator assisted telecommunication services; and

WHEREAS, the City operates and/or manages a correctional facility/detention center; and

WHEREAS, Legacy will install and maintain the Inmate Communication Operating System – iCON™. iCON™ is a complete turnkey Inmate Call Management System with investigative, technical, and administrative communication features; and

WHEREAS, Legacy will provide and maintain for the life of this Agreement inmate telephones and associated equipment to be installed at the City of Yukon Police Department located at 100 South Ranch wood Boulevard, Yukon, OK 73099; and

WHEREAS, the City desires to enter into this Agreement in order to permit Inmates/Detainees the use of Company installed inmate telephones to place collect, collect pre-paid, and/or Debit calls.

Now THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties do hereby contract and agree as follows:

1. SERVICES PROVIDED BY LEGACY

1.1 Inmate Telephone Service.

- (a) Collect Calls. To the extent consistent with applicable federal and state laws, rules and regulations, Legacy agrees to provide, and the City of Yukon hereby agrees to accept the provision of inmate communication services for the City Jail. Each operator service call originating from the telephones and placed through the Company may be charged "collect" to pre-approved destinations. Legacy will validate each call through the national Line Information Database (LIDB) and will only process "collect" calls to destination points that do not have registered blocks. Calls shall only be billed upon "acceptance" by the destined party. Legacy shall notify each called destination that the call is coming from the Yukon City Jail, provide the name of the "caller/inmate", provide the called party with call rate information, and

allow for acceptance or denial of the call. The Company will also provide the called party the option to block their telephone number from further calling.

- (b) Pre-Paid "Collect" Service. Legacy shall provide Friends and Family of the incarcerated a pre-paid call service. Legacy agrees to provide pre-paid collect service as needed. The company will provide a toll-free access number for friends and family to call to set up prepaid "collect" service accounts. The Company shall also provide access to an internet-based website where prepaid services can be ordered.
- (c) Debit Card Service. Debit Cards can be provided to the City as requested. Debit calling services can be utilized to call any destination worldwide. The Cards shall be construction paper based. The City shall be invoiced for all Debit Cards requested. The Debit Cards will be discounted by the offered commission percentage.
- (d) Free Call Service. The Company agrees to provide inmate Free Call Service as designated by the City of Yukon.
- (e) Inmate Phones. The Company agrees to provide inmate phones and associated equipment for the entire period of this Agreement.
- (f) Communications Management System (iCON™). The Company agrees to provide access to its inmate communications management system - iCON™. iCON™ shall provide all services described by the Company in its proposal to furnish Inmate Telephone Services and Maintenance for the City of Yukon Police Department.
- (g) Service Level Responses. The Company agrees to provide the City of Yukon with twenty-four-hour toll-free customer support, 365 days a year including holidays for the Inmate Telephone Service. The Company shall provide the following guaranteed Service Level Response times for Inmate Telephone Service:
 - **Minor Service Category.** A minor service category shall be defined as any service request that affects; one (1) individual inmate telephone not operational, static or other noise heard on the telephone line, iCON system administration action needed, new or customized report requested, or additional training requested. All minor category service requests shall be addressed within eight (8) hours of the report with problem resolution provided within twenty-four (24) hours.
 - **Major Service Category.** A major service category shall be defined as any service request that affects; two (2) or more inmate telephones not operational, call detail/recording information not listing on the iCON System, call recording or live monitoring utilities not-operational or dysfunctional. All major category service requests shall be addressed within four (4) hours of the report with problem resolution provided within four (4) hours of the report unless otherwise negotiated with the Sheriff's office.
 - **Emergency Service Category.** A major service category shall be defined as any service request that reports twenty-five percent (25%)

of inmate telephones being disabled in any location of the Justice or Detention Center. All major category service requests shall be addressed within one (1) hour and a service technician guaranteed on-site within two (2) hours of the report.

2. COMPENSATION

- 2.1 Call Commissions. The Company agrees to pay the City of Yukon fifty percent (50%) of all inmate call gross billed revenue.
- 2.2 Inmate Call Commission Payment. The Company shall remit all commissions due to the City thirty (30) days after the end of each calendar month (EOM).
- 2.3 Payment Calculation. Gross billable revenue is calculated as the sum of minutes and charges. Commission due the City shall be calculated as the product of the total gross billable revenue multiplied by the contracted percentage allowance.

3. COMPLIANCE WITH LAW

- 3.1 Compliance with Law. Legacy shall comply with all laws, rules and regulations affecting its obligations in conjunction with the provision of the including, without limitation, those relating to provision of information to End Users regarding operator services.
- 3.2 Regulatory Changes. This Agreement is subject to the applicable federal and state laws, rules, and regulations relating to inmate telephone services, and to regulatory or other governmental orders, rules, regulations or approvals as may apply from time to time. The parties acknowledge and agree that the applicable Laws may be deleted, amended, or added to from time to time, and that such alterations may create a conflict between the then-current Laws and the terms or operation of this Agreement. If any conflict between this Agreement and such Laws or regulations exists, or comes in to existence, during the Term or Renewal Term of this Agreement, then the Laws shall control and this Agreement shall be deemed modified accordingly.
 - 3.2.1 Regulatory Requirements. This Agreement shall be construed in accordance with applicable state and federal laws, rules and regulations. In the event those regulatory or legal requirements are in any manner inconsistent with or require modification to the terms of this Agreement subsequent to the date of execution hereof, no written amendment or variation executed by both parties shall be necessary. Rather, any such amendment or variation shall be effective upon mailing of written notice by the Company via first-class, postage-prepaid mail or telephone facsimile transmission of written notice to the City of Yukon.

4. TERMINATION AND CANCELLATION

- 4.1 Term. This Agreement shall commence on the date of installation of Legacy's services and shall continue in full force and effect for a period of five (5) years.

4.2 Renewal Options. Upon completion of the initial five (5) year term, the City at its own discretion may continue to renew this Agreement for five (5) additional one (1) year terms.

4.3 Termination: The City and/or the Company may cancel this agreement with cause.

5. MISCELLANEOUS

5.1 Governing Law. This Agreement shall be construed under and in accordance with the laws of the state of Oklahoma and shall be deemed performable in the City of Yukon.

5.2 Assignment. Notwithstanding the foregoing, neither the City nor Legacy may assign their rights and obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

5.3 Enforceability. The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof.

5.4 Notice. Notice shall be deemed to have been received upon receipt of a postage-prepaid letter or telephone facsimile transmission at the addresses set forth in the next sentence, unless otherwise changed by written notice from time to time. Notice to the Company shall be sent to Legacy Inmate Communications, 10833 Valley View Street - Suite 150, Cypress CA 90630. Attention: Contract Administrator, facsimile: 800-700-1116.

Notice to the City of Yukon shall be sent to:

City of Yukon
Attention: Technology
P.O. Box 850500
Yukon OK 73085-0500

5.5 Confidentiality. Legacy and the City agree to hold confidential all information shared that may be marked or indicated by the other. The City understands that Legacy's inmate communications operating system, iCON™, is proprietary and access to and all information about the system are to be considered confidential unless disclosure is required by state or federal law. Access to the system cannot be granted to any non-designated facility personnel. Should City contract with a Vendor in the future to replace Legacy, City will endeavor to insure that the iCON™ system is not viewed or accessed by the Vendor.

5.6 Service Proposal for Inmate Telephone Service. It is agreed by both parties that Legacy's proposal to the City of Yukon for Inmate Telephone Service shall serve as an addendum to this Agreement. All services, conditions, and terms set forth by the City shall be considered an Addendum to this Agreement.

In Witness Hereof, the Company and the City of Yukon have executed this Agreement on the _ day of _____, 2016. The individuals signing below warrant that they have the authority to sign for and on behalf of the respective parties.

Legacy Inmate Communications

City of Yukon, Oklahoma

Signature

Curtis A. Brown, President

Name/Title (Please Print)

Date

Signature

Name/Title (Please Print)

Date



DATE: July 25, 2016
FROM: Mitchell Hort, Director
TO: City Manager & City Council
RE: Final Plat of West End Point Phase II, Section 3

MEMORANDUM

Attached are the minutes from the July 18, 2016 Planning Commission Meeting, for the recommendation to the City Council to accept the Final Plat of West End Point, Phase II, Section 3, better known as 1609 West End Point Dr., Yukon, OK.

4. ITEM: TO HEAR A REQUEST BY ALLEN ENGINEERING SERVICES INC., ON BEHALF OF SALAZAR HOMES, INC., FOR A FINAL PLAT; A PART OF THE SOUTH HALF (S/2) OF BLOCK SIX (6) IN CHASE ADDITION TO THE CITY OF YUKON CANADIAN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED WITH METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF BLOCK NINE (9), CHASE ADDIT ON; THENCE NORTH 00°05'28" EAST AS THE BASIS OF BEARING ON THE EAST LINE OF SAID BLOCK 9 A DISTANCE OF 311.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°48'36" WEST A DISTANCE OF 170.06 FEET; THENCE NORTH 00°05'01" EAST A DISTANCE OF 155.61 FEET; THENCE SOUTH 89°48'18" EAST A DISTANCE OF 170.08 FEET; THENCE SOUTH 00°05'28" WEST A DISTANCE OF 155.60 FEET TO THE POINT OF BEGINNING; BETTER KNOWN AS 920 S 1ST S., YUKON, OK.

Chairman Taylor stated Item 4 has been withdrawn from tonight's meeting.

5. ITEM: TO HEAR A REQUEST BY CEDAR CREEK CONSULTING, INC., ON BEHALF OF MANISH PATEL/KP HOLDINGS LP/WEP LAND HOLDINGS LLC FOR A FINAL PLAT. A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-NINE(29), TOWNSHIP TWELVE (12) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, CANADIAN COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°59'58"EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,099.78 FEET; THENCE NORTH 00°00'02" WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF WEST END POINTE DRIVE; THENCE EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES: NORTH 45°07'38" WEST A DISTANCE OF 35.43 FEET; NORTH 00°15'13" WEST A DISTANCE OF 1,027.06 FEET TO THE POINT OF BEGINNING; CONTINUING NORTH 00°15'13" WEST A DISTANCE OF 45.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, WEST END POINT ADDITION PHASE II SECTION 1 RECORDED IN BOOK 9 OF PLANTS, PAGE 95; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2 THE FOLLOWING TWO (2) COURSES: NORTH 90°00'00" EAST A DISTANCE OF 393.62 FEET; NORTH 31°30'07" EAST A DISTANCE OF 102.65 FEET TO THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF LOT 3 IN SAID BLOCK 1; THENCE SOUTH 55°29'32" EAST ALONG THE SOUTHWESTERLY LINE OF LOTS 3 AND 4 IN SAID BLOCK 1, A DISTANCE OF 233.92 FEET; THENCE SOUTH 90°00'00" WEST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 639.82 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND BEING A PART OF LOT ONE (1) BLOCK ONE (1), WEST END POINT ADDITION, PHASE II, SECTION 1, AN ADDITION TO THE CITY OF YUKON, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF IN BOOK 9 OF PLATS PAGE 95, LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 5 WEST OF THE INDIAN MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N00°15'13"W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 129.19 FEET; THENCE N90°00'00" E A DISTANCE OF 171.87 FEET; THENCE N34°30'28" E A DISTANCE OF 120.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF LOT 1 THE FOLLOWING FOUR (4) COURSES: S56°12'53"E A DISTANCE OF 158.64 FEET; S55°29'32" E A DISTANCE OF 92.38 FEET TO THE MOST NORTHERLY SOUTHEAST CORNER OF SAID LOT 1; S31°30'07"W A DISTANCE OF 102.55 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 1; S90°00'00"W A DISTANCE OF 393.62 FEET TO THE POINT OF BEGINNING (SAID LAND BEING IDENTIFIED AS LOT 1B, BLOCK 1, WEST END POINT ADDITION, PHASE II, SECTION 1 ON LOT SPLIT APPROVAL EXECUTED BY THE CITY OF YUKON AND CANADIAN COUNTY TAX ROLLS; BETTER KNOWN AS 1609 WEST END POINT DR. YUKON, OK.

Andrew Wilson, Engineer for Cedar Creek, 1408 Shalamar Rd., West End Pointe; platting it for a hotel, fast-food and whatever is left.

Chairman Taylor asked is there going to be a car wash?

Mr. Wilson stated I haven't heard anything about a car wash.

Commissioner Baker asked is there any changes since the preliminary plat?

Mr. Wilson stated no sir.

Commissioner Davis stated I would like to make a motion; in the case of the application for a final plat for Cedar Creek Consulting, Inc., we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with the staff recommendations cited in the staff report. I move that this item be recommended for approval to the City Council with the following condition:

- 1) Applicant must add a north arrow to the final plat before being heard by the Council.

Seconded by Commissioner Hatley.

A roll call vote was taken.

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

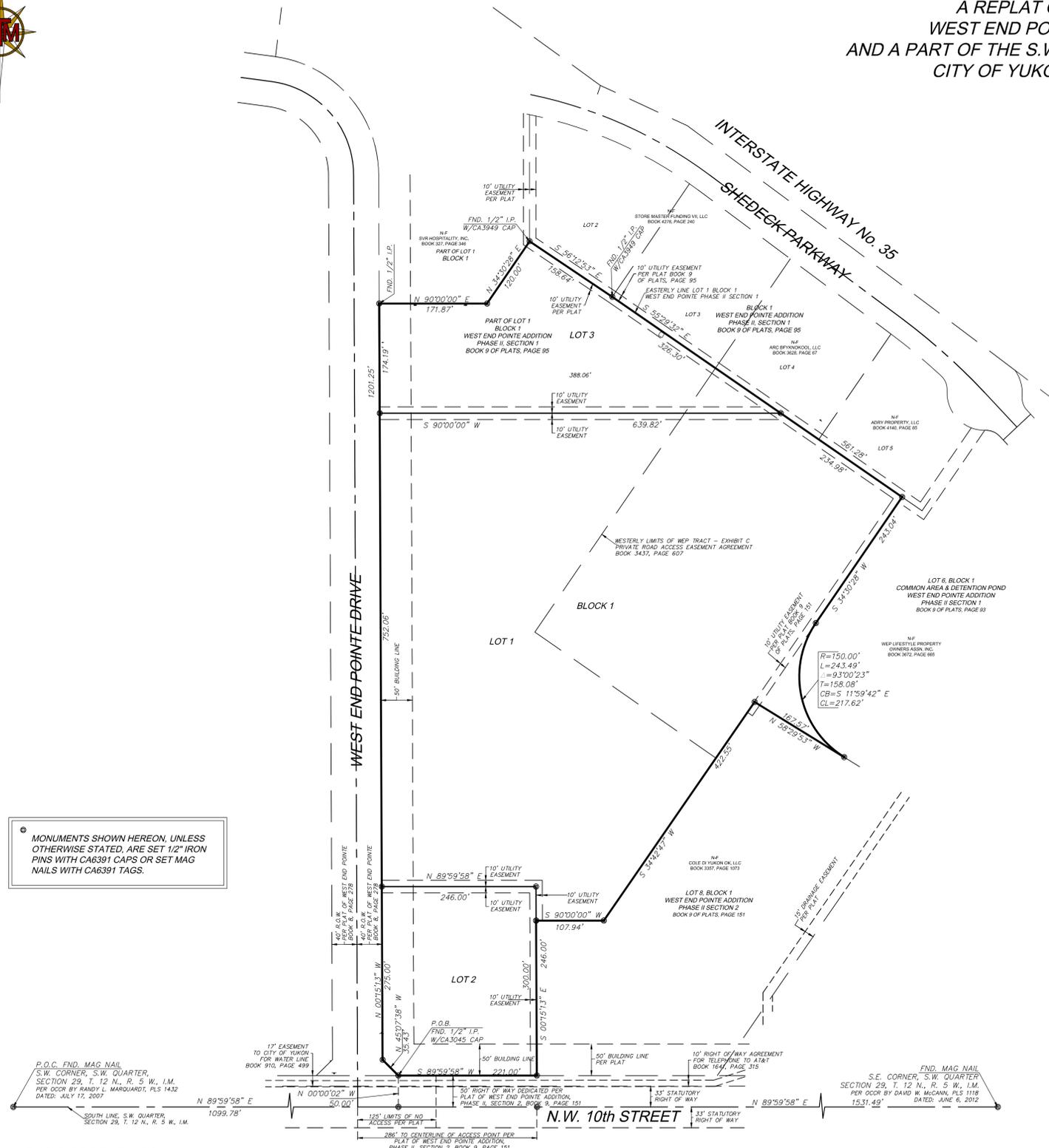
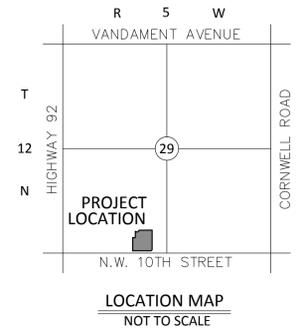
Nayes: None

Vote: 4-0

Motion Carried



FINAL PLAT
WEST END POINTE ADDITION, PHASE II, SECTION 3
 A REPLAT OF A PART OF LOT 1, BLOCK 1 OF
 WEST END POINTE ADDITION, PHASE II, SECTION 1
 AND A PART OF THE S.W. QUARTER, SECTION 29, T. 12 N., R. 5 W., I.M.
 CITY OF YUKON, CANADIAN COUNTY, OKLAHOMA



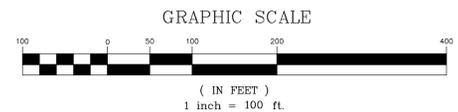
MONUMENTS SHOWN HEREON, UNLESS OTHERWISE STATED, ARE SET 1/2" IRON PINS WITH CA6391 CAPS OR SET MAG NAILS WITH CA6391 TAGS.

BASIS OF BEARINGS

The bearing of North 00°15'13" West as shown on the west line of Lot 1, Block 1 (the east right of way line of West End Pointe Drive) of the plat of West End Pointe Addition, Phase II, Section 1 and as shown on the west line of the subject property, was used as the basis of bearings for this survey.

NOTES

- Easements shown hereon by specific recording information are shown for information purposes only and are not dedicated as a part of this plat.



DTM **DODSON - THOMPSON - MANSFIELD, PLLC**
 20 NE 36th Street Phone: 405-601-7402 email: randym@dtm-ok.com
 Oklahoma City, OK 73105 Fax: 405-601-7421
 Surveying - Engineering - Planning
 CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2018



DATE: July 25, 2016
FROM: Mitchell Hort, Director
TO: City Manager & City Council
RE: Replat of a Preliminary Plat of West End Point, Section 2

MEMORANDUM

Attached are the minutes from the July 18, 2016 Planning Commission Meeting, for the recommendation to the City Council to accept the Replat of the Preliminary Plat of Lot 1, Block 2, West End Point, Section 2, better known as 1551 Garth Brooks Blvd., Yukon, OK

6. ITEM: TO HEAR A REQUEST BY JOHN LIBBY, ROUTE 66 SURVEYING FOR A PRELIMINARY PLAT; BEING A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER ALL OF LOT ONE (1), BLOCK TWO (2), WEST END POINTE, SECTION 2 ADDITION, AN ADDITION TO THE CITY YUKON, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, ALSO LYING IN AND BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 5 WEST, I.M. CANADIAN COUNTY, OKLAHOMA, LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND BEING DESCRIBED AS FOLLOWS: A PART OF LOT ONE (1) BLOCK TWO (2), WEST END POINTE, SECTION TWO, TO THE CITY OF YUKON, CANADIAN COUTNY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, ALSO LYING IN AND BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 5 WEST, I.M., CANADIAN COUNTY, OKLAHOMA, BEING MC RE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING FROM THE SOL THWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 00°15'13"WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 1596.52 FEET; THENCE NORTH 89°44'47" EAST A DISTANCE OF 60.00 FEET; THENCE NORTH 10°48'10"EAST A DISTANCE OF 100.11 FEET; THENCE SOUTH 76°29'39"EAST A DISTANCE OF 231.00 FEET; THENCE SOUTH 02°56'17"WEST A DISTANCE OF 101.73 FEET; THENCE NORTH 76°29'39"WEST A DISTANCE OF 244.94 FEET TO THE POINT OF BEGINNING. BETTER KNOWN AS 1551 GARTH BROOKS BLVD., YUKON, OK.

John Libby, 2429 S Riverton Ave Tulsa, this was the old Hensley's that is now closed. This will be developed into two; one being the Panda Express and the other will also be a restaurant about the same size; yet to be determined. Chairman Taylor asked so you are going to tear the building down and create two lots out of that one?

Mr. Libby stated yes sir.

Chairman Taylor asked Mitchell is staff satisfied with this?

Mr. Hort replied yes Mr. Chairman. If you'll notice there is a cross access agreement that is already on that; easements are there; water & sewer are there.

Chairman Taylor asked so Starbucks will still be able to get people back there?

Mr. Hort stated yes.

Chairman Baker asked the width of the curb cut will be the same?

Mr. Hort stated yes.

Chairman Hatley asked will there be any more landscaping?

Mr. Hort replied the landscaping will be around the building, a certain number of trees are required; we haven't gotten the site review yet.

Commissioner Hatley stated I would like to make a motion; in the case of the applicant Bannister Engineering LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with the staff recommendations cited in the staff report. I move that this item be recommended for approval to the City Council with the following conditions:

- 1) Applicant must add a note to the preliminary plat showing West End Pointe Sec 1 to the south of the proposed plat prior to final plat being accepted by the Planning Commission.
- 2) Applicant must resubmit preliminary plat showing topographic contours at two (2) foot intervals.

Seconded by Commissioner Baker

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nays: None

Vote: 4-0

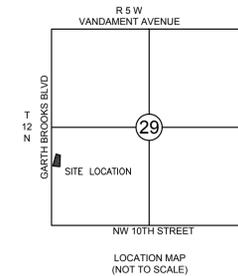
Motion Carried

7. ITEM: TO HEAR A REQUEST BY GRUBBS CONSULTING LLC ON BEHALF OF SALAZAR HOMES INC. FOR A PRELIMINARY PLAT; A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIXTEEN (16), TOWNSHIP TWELVE (12) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, YUKON, CANADIAN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 1580.99 FEET NORTH OF THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER (SW/4); THENCE CONTINUING NORTH 00°00' 15" EAST ON THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) FOR A DISTANCE OF 460.66 FEET; THENCE NORTH 89°59' 25" EAST FOR A DISTANCE OF 310.00 FEET; THENCE SOUTH 00°00' 15" WEST FOR A DISTANCE OF 460.66 FEET; THENCE SOUTH 89°59' 25" WEST FOR A DISTANCE OF 310.00 FEET TO THE POINT OR PLACE OF BEGINNING, CONTAINING 3.27 ACRES MORE OR LESS.

David Box, 225 Calcourt Dr., I'm here on behalf of the applicant, plus I have here my civil engineer, Mark Grubbs. There was a previous application on this site for a multi-family project; that submittal has been withdrawn. What comes before the commission tonight is nothing more than a preliminary plat with a portion of the property that is already zone R-3. As your staff report notes, what we seek to do here today is permitted by right with the density, height, etc. The size of the lot is about 3.28 acres; there were several

PRELIMINARY PLAT A REPLAT OF PART OF LOT 1, BLOCK 2, WEST END POINTE, SECTION 2

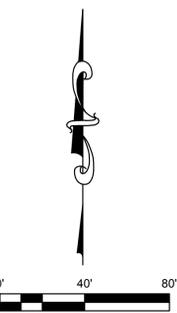
A PART OF THE SW/4 OF SECTION 29, T-12-N, R-5-W, I.M.
YUKON, CANADIAN COUNTY, OKLAHOMA



LEGAL DESCRIPTION:
Being a tract of land in the Southeast Quarter of the Northeast Quarter of the Northeast Quarter All of Lot One (1), Block Two (2), West End Pointe, Section 2 Addition, an addition to the City of Yukon, Canadian County, Oklahoma, according to the recorded plat thereof, also lying in and being a part of the Southwest Quarter (SW/4) of Section 29, Township 12 North, Range 5 West, I.M., Canadian County, Oklahoma, Less and Except the following described tract of land being described as follows: A part of Lot One (1), Block Two (2), West End Pointe, Section Two, to the City of Yukon, Canadian County, Oklahoma, according to the recorded plat thereof, also lying in and being a part of the Southwest Quarter (SW/4) of Section 29, Township 12 North, Range 5 West, I.M., Canadian County, Oklahoma, being more particularly described as follows:
Commencing from the southwest corner of said Southwest Quarter (SW/4); Thence North 00°15'13" West, along the west line of said Southwest Quarter (SW/4), a distance of 1596.52 feet; Thence North 89°44'47" East a distance of 60.00 feet; Thence North 10°48'10" East a distance of 508.46 feet to the Point of Beginning; Thence continuing North 10°48'10" East a distance of 100.11 feet; Thence South 76°29'39" East a distance of 231.00 feet; Thence South 02°56'17" West a distance of 101.73 feet; Thence North 76°29'39" West a distance of 244.94 feet to the Point of Beginning.

Containing a computed area of 80,880 square feet or 1.8567 acres.

- NOTES:**
1. ALL PROPERTY CORNERS MONUMENTED WITH 5/8" IRON ROD WITH CAP MARKED "ROUTE 66 SURVEYING CA#6737".
 2. EASEMENTS OF RECORD SHOWN ARE FOR INFORMATION ONLY AND ARE NOT DEDICATED AS PART OF THIS PLAT
 3. THIS PLAT MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.



3/01/2016

SUBMITTAL DATE

ELEVATIONS ARE NAVD88.

BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD83 (1993) BASED ON GPS OBSERVATIONS TAKEN ON 11/24/2015 AND 12/01/015.

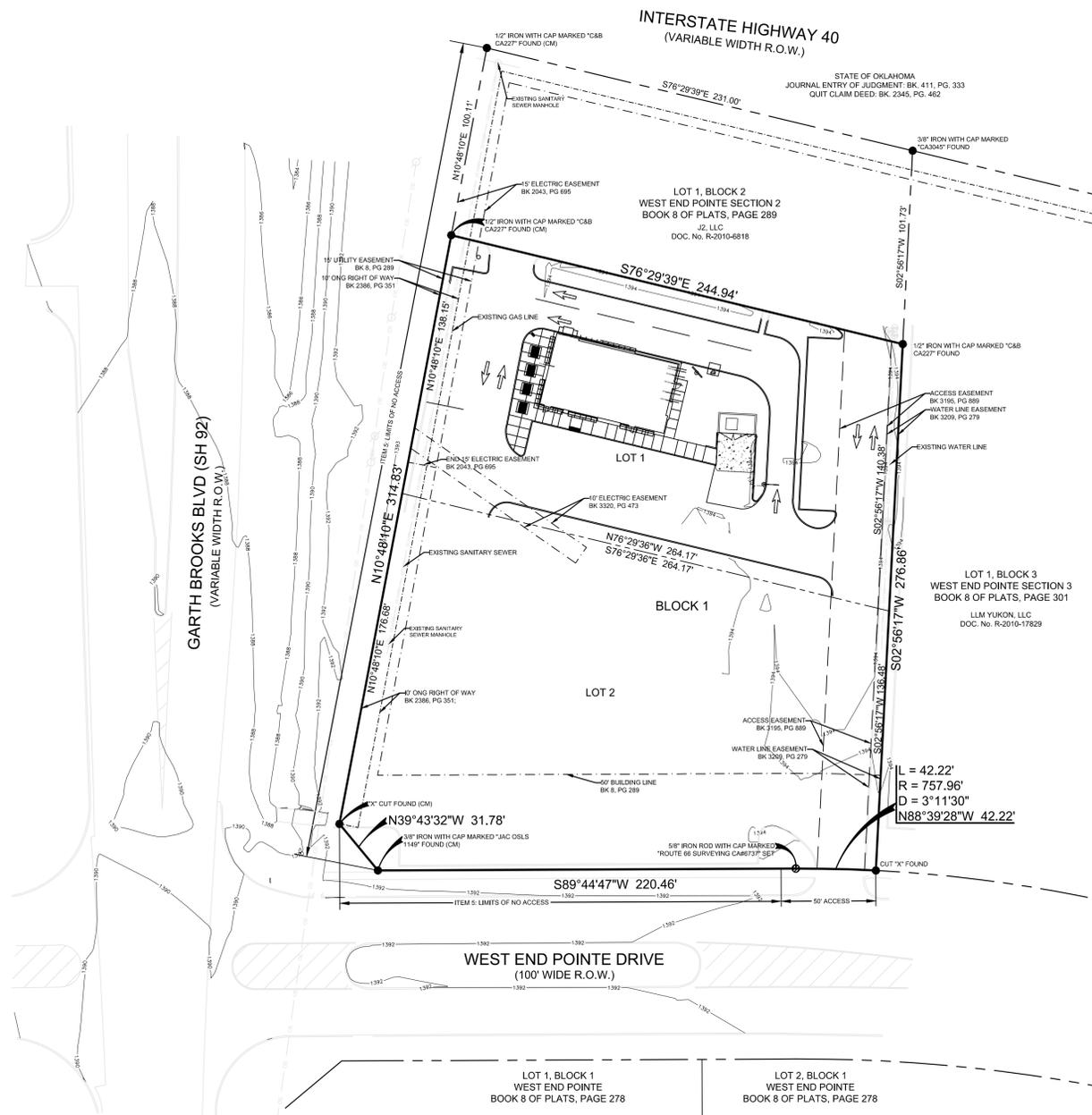
PREPARED BY:
John L. Libby, Jr., PLS 1806



ROUTE 66 SURVEYING, LLC
4845 S SHERIDAN RD, SUITE 508
TULSA, OK 74145
(918) 845-6633



OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 6737
TEXAS FIRM REGISTRATION NO. 10193911
www.route66surveying.com john.libby@route66surveying.com



LOT COUNT:
COMMERCIAL 2 LOTS
COMMERCIAL 1.8567 ACRES

PROJECT OWNER:
CONSUMER'S SERVICE, LLC
P.O. BOX 852049
YUKON, OK 73085

PROJECT DEVELOPER:
PANDA RESTAURANT GROUP
1683 WALNUT GROVE AVENUE
ROSEMEAD, CA 91770

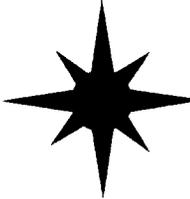
PROJECT ENGINEER:
BANNISTER ENGINEERING, LLC
240 N MITCHELL ROAD
MANSFIELD, TX 76063

REVISIONS		
NO.	DATE	DESCRIPTION



DATE: July 26, 2016
FROM: Mitchell Hort, Director
TO: City Manager & City Council
RE: Permanent Easement to serve HL Campus LLC

Development Services Director recommends to the City Council to accept and approve the Permanent Easement for Waterlines and Water Wells located in Oklahoma City limits; Well # 2-Electrical Easement to Serve Well # 2 site; Well # 3 site, Electrical Easement to serve Well # 3 site; Water line # 1; Water line # 2 and Water line# 3 on HL Campus LLC property, located at Southwest 29th St. and MacArthur Ave South to State Hwy 152.



Hale & Associates Survey Company, Inc.

Penn Park Center, Building C
1601 SW 89th Street, Suite 200
Oklahoma City, Oklahoma 73159

Certification of Authorization 819
Expires: June 30, 2017

**Well No. 2 Site
A Part of the NE/2 of Section 16
T 11 N, R 4 W IM,
Oklahoma County, Oklahoma,
Project No. 5380.6**

A tract of land in the Northeast Quarter (NE/4) of Section Sixteen (16), Township Eleven (11) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084 on December 17, 2015 with metes and bounds as follows:

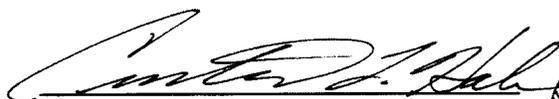
Commencing at the Northeast corner of said NE/4; Thence South $00^{\circ}15'15''$ East as the basis of bearing on the East line of said NE/4 a distance of 361.29 feet; Thence South $89^{\circ}44'45''$ West a distance of 272.32 feet to the Point of Beginning:

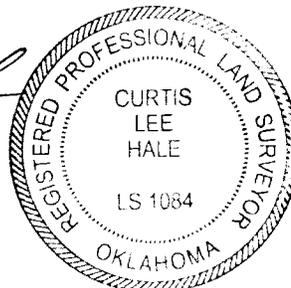
Thence South $86^{\circ}56'07''$ West a distance of 34.00 feet;

Thence North $03^{\circ}03'53''$ West a distance of 27.00 feet;

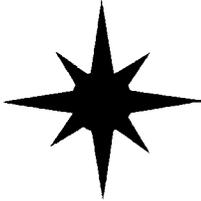
Thence North $86^{\circ}56'07''$ East a distance of 34.00 feet;

Thence South $03^{\circ}03'53''$ East a distance of 27.00 feet to the Point of Beginning.


Curtis Lee Hale, LS 1084



12-17-15
Date



Hale & Associates Survey Company, Inc.

Penn Park Center, Building C
1601 SW 89th Street, Suite 200
Oklahoma City, Oklahoma 73159

Certification of Authorization 819
Expires: June 30, 2017

**Electrical Easement to Serve
Well No. 2 Site
A Part of the NE/2 of Section 16
T 11 N, R 4 W IM,
Oklahoma County, Oklahoma,
Project No. 5380.6**

A 15.00' Easement for Electric Service in the Northeast Quarter (NE/4) of Section Sixteen (16), Township Eleven (11) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, the centerline of a 15.00' easement being more particularly described by Curtis Lee Hale, LS 1084 on December 17, 2015 with metes and bounds as follows:

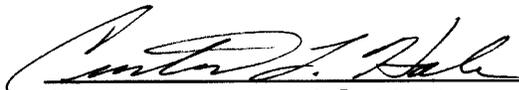
The basis of bearing for this easement is South 00°15'15" East on the East line of said NE/4.

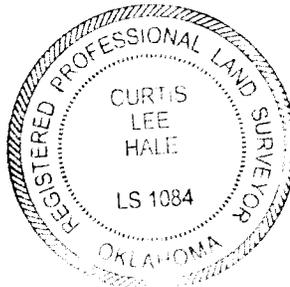
Commencing at the Northeast Corner of said NE/4; Thence South 89°45'23" West on the North line of said NE/4 a distance of 231.59 feet; Thence South 00°15'15" East a distance of 33.00 feet to the Point of Beginning:

Thence South 14°18'27" East a distance of 70.92 feet;

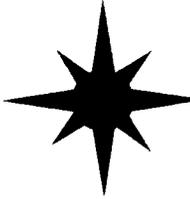
Thence South 00°16'50" West a distance of 206.46 feet;

Thence South 63°02'18" West a distance of 72.69 feet to the Point of Ending.


Curtis Lee Hale, LS 1084



12-17-15
Date



Hale & Associates Survey Company, Inc.

Penn Park Center, Building C
1601 SW 89th Street, Suite 200
Oklahoma City, Oklahoma 73159

Certification of Authorization 819
Expires: June 30, 2017

**Well No. 3 Site
A Part of the SE/2 of Section 16
T 11 N, R 4 W IM,
Oklahoma County, Oklahoma,
Project No. 5380.6**

A tract of land in the Southeast Quarter (SE/4) of Section Sixteen (16), Township Eleven (11) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084 on December 17, 2015 with metes and bounds as follows:

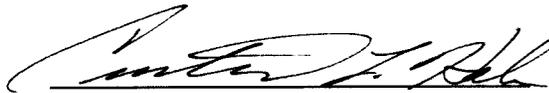
Commencing at the Northeast corner of the Northeast Quarter (NE/4); Thence South $00^{\circ}15'15''$ East as the basis of bearing on the East line of said NE/4 a distance of 2653.83 feet to the Northeast Corner of said SE/4; Thence South $00^{\circ}32'34''$ East on the East line of said SE/4 a distance of 191.43 feet; Thence South $89^{\circ}44'26''$ West a distance of 380.88 feet to the Point of Beginning;

Thence South $00^{\circ}18'18''$ West a distance of 37.00 feet;

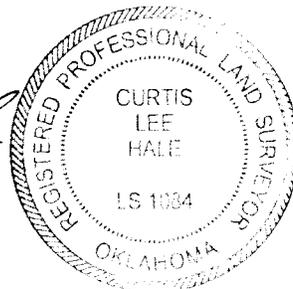
Thence North $89^{\circ}41'42''$ West a distance of 25.00 feet;

Thence North $00^{\circ}18'18''$ East a distance of 37.00 feet;

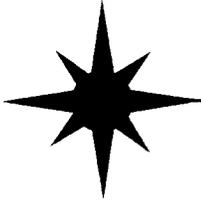
Thence South $89^{\circ}41'42''$ East a distance of 25.00 feet to the Point of Beginning.



Curtis Lee Hale, LS 1084



12-17-15
Date



Hale & Associates Survey Company, Inc.

Penn Park Center, Building C
1601 SW 89th Street, Suite 200
Oklahoma City, Oklahoma 73159

Certification of Authorization 819
Expires: June 30, 2017

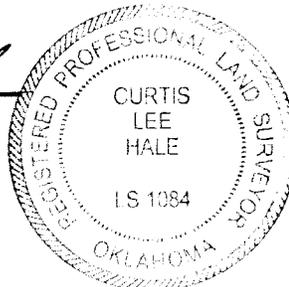
**Electrical Easement to Serve
Well No. 3 Site
A Part of the NE/2 of Section 16
T 11 N, R 4 W IM,
Oklahoma County, Oklahoma,
Project No. 5380.6**

A 15.00' Easement for Electric Service in the Southeast Quarter (SE/4) of Section Sixteen (16), Township Eleven (11) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, the centerline of a 15.00' easement being more particularly described by Curtis Lee Hale, LS 1084 on December 17, 2015 with metes and bounds as follows:

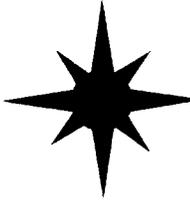
Commencing at the Northeast corner of the Northeast Quarter (NE/4); Thence South $00^{\circ}15'15''$ East as the basis of bearing on the East line of said NE/4 a distance of 2653.83 feet to the Northeast Corner of said SE/4; Thence South $00^{\circ}32'34''$ East on the East line of said SE/4 a distance of 227.54 feet; Thence South $89^{\circ}44'26''$ West a distance of 350.08 feet to the Point of Beginning:

Thence North $76^{\circ}16'25''$ West a distance of 32.22 feet to the Point of Ending.


Curtis Lee Hale, LS 1084



12-17-15
Date



Hale & Associates Survey Company, Inc.

Penn Park Center, Building C
1601 SW 89th Street, Suite 200
Oklahoma City, Oklahoma 73159

Certification of Authorization 819
Expires: June 30, 2017

**Water Line No. 1
A Part of the E/2 of Section 16
T 11 N, R 4 W IM,
Oklahoma County, Oklahoma,
Project No. 5380.6**

A 15.00' Water Line Easement located in the East Half (E/2) of Section Sixteen (16), Township Eleven (11) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, the centerline of a 15.00' Easement being more particularly described by Curtis Lee Hale, LS 1084 on December 17, 2015 with metes and bounds as follows:

The basis of bearing for this easement is South $00^{\circ}15'15''$ East on the East line of said NE/4.

Commencing at the Northeast Corner of said NE/4; Thence South $89^{\circ}45'23''$ West on the North line of said NE/4 a distance of 40.00 feet; Thence South $00^{\circ}15'15''$ East a distance of 33.00 feet to the Point of Beginning:

Thence continuing South $00^{\circ}15'15''$ East a distance of 2620.84 feet;

Thence South $00^{\circ}32'34''$ East a distance of 371.54 feet;

Thence South $89^{\circ}27'26''$ West a distance of 57.87 feet;

Thence South $78^{\circ}54'11''$ West a distance of 45.28 feet;

Thence South $64^{\circ}44'46''$ West a distance of 62.22 feet;

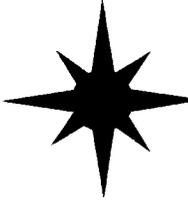
Thence South $43^{\circ}02'36''$ West a distance of 71.53 feet;

Thence South $11^{\circ}29'30''$ West a distance of 88.44 feet;

Thence South $02^{\circ}44'56''$ West a distance of 95.60 feet;

Thence South $02^{\circ}14'51''$ East a distance of 155.03 feet;

Thence South $13^{\circ}45'41''$ West a distance of 42.31 feet;



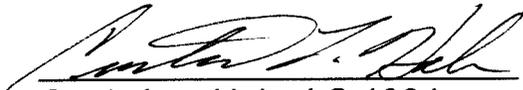
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Oklahoma City, Oklahoma 73159

Certification of Authorization 819
Expires: June 30, 2017

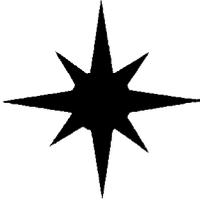
**Water Line No. 1
A Part of the E/2 of Section 16
T 11 N, R 4 W IM,
Oklahoma County, Oklahoma,
Project No. 5380.6**

Thence South 62°32'19" West a distance of 249.91 feet;
Thence South 50°04'29" West a distance of 126.83 feet;
Thence South 45°07'29" West a distance of 92.99 feet;
Thence South 47°46'27" West a distance of 221.20 feet;
Thence South 67°00'32" West a distance of 181.20 feet;
Thence South 83°37'17" West a distance of 81.98 feet;
Thence South 88°10'21" West a distance of 107.65 feet;
Thence South 86°03'36" West a distance of 38.32 feet;
Thence South 88°07'08" West a distance of 130.06 feet;
Thence South 86°45'30" West a distance of 107.79 feet;
Thence South 04°14'37" East a distance of 61.75 feet;
Thence South 05°54'56" East a distance of 54.61 feet;
Thence South 03°52'09" East a distance of 438.72 feet to the Point of
Ending.


Curtis Lee Hale, LS 1084



12-17-15
Date



Hale & Associates Survey Company, Inc.

Penn Park Center, Building C
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Oklahoma City, Oklahoma 73159

Certification of Authorization 819
Expires: June 30, 2017

**Water Line No. 2
A Part of the E/2 of Section 16
T 11 N, R 4 W IM,
Oklahoma County, Oklahoma,
Project No. 5380.6**

A 15.00' Water Line Easement located in the East Half (E/2) of Section Sixteen (16), Township Eleven (11) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, the centerline of a 15.00' Easement being more particularly described by Curtis Lee Hale, LS 1084 on December 17, 2015 with metes and bounds as follows:

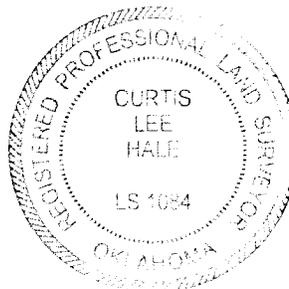
The basis of bearing for this easement is South $00^{\circ}15'15''$ East on the East line of said NE/4.

Commencing at the Northeast Corner of said NE/4; Thence South $89^{\circ}45'23''$ West on the North line of said NE/4 a distance of 40.00 feet; Thence South $00^{\circ}15'15''$ East a distance of 364.23 feet to the Point of Beginning:

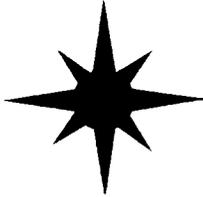
Thence South $89^{\circ}19'35''$ East a distance of 248.33 feet;

Thence North $03^{\circ}37'10''$ West a distance of 4.84 feet to the Point of Ending.


Curtis Lee Hale, LS 1084



12-17-15
Date



Hale & Associates Survey Company, Inc.

Penn Park Center, Building C
1601 SW 89th Street, Suite 200
Oklahoma City, Oklahoma 73159

Certification of Authorization 819
Expires: June 30, 2017

**Water Line No. 3
A Part of the SE/2 of Section 16
T 11 N, R 4 W IM,
Oklahoma County, Oklahoma,
Project No. 5380.6**

A tract of land in the Southeast Quarter (SE/4) of Section Sixteen (16), Township Eleven (11) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084 on November 16, 2015 with metes and bounds as follows:

Commencing at the Northeast corner of the Northeast Quarter (NE/4); Thence South $00^{\circ}15'15''$ East as the basis of bearing on the East line of said NE/4 a distance of 2653.83 feet to the Northeast Corner of said SE/4; Thence South $00^{\circ}32'34''$ East on the East line of said SE/4 a distance of 457.46 feet; Thence South $89^{\circ}27'26''$ West a distance of 248.22 feet to the Point of Beginning;

Thence North $65^{\circ}04'34''$ West a distance of 11.36 feet;

Thence North $66^{\circ}03'17''$ West a distance of 49.06 feet;

Thence North $63^{\circ}24'30''$ West a distance of 50.79 feet;

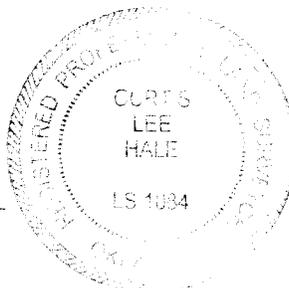
Thence North $42^{\circ}48'56''$ West a distance of 44.44 feet;

Thence North $06^{\circ}27'46''$ West a distance of 51.58 feet;

Thence North $00^{\circ}25'52''$ West a distance of 63.85 feet;

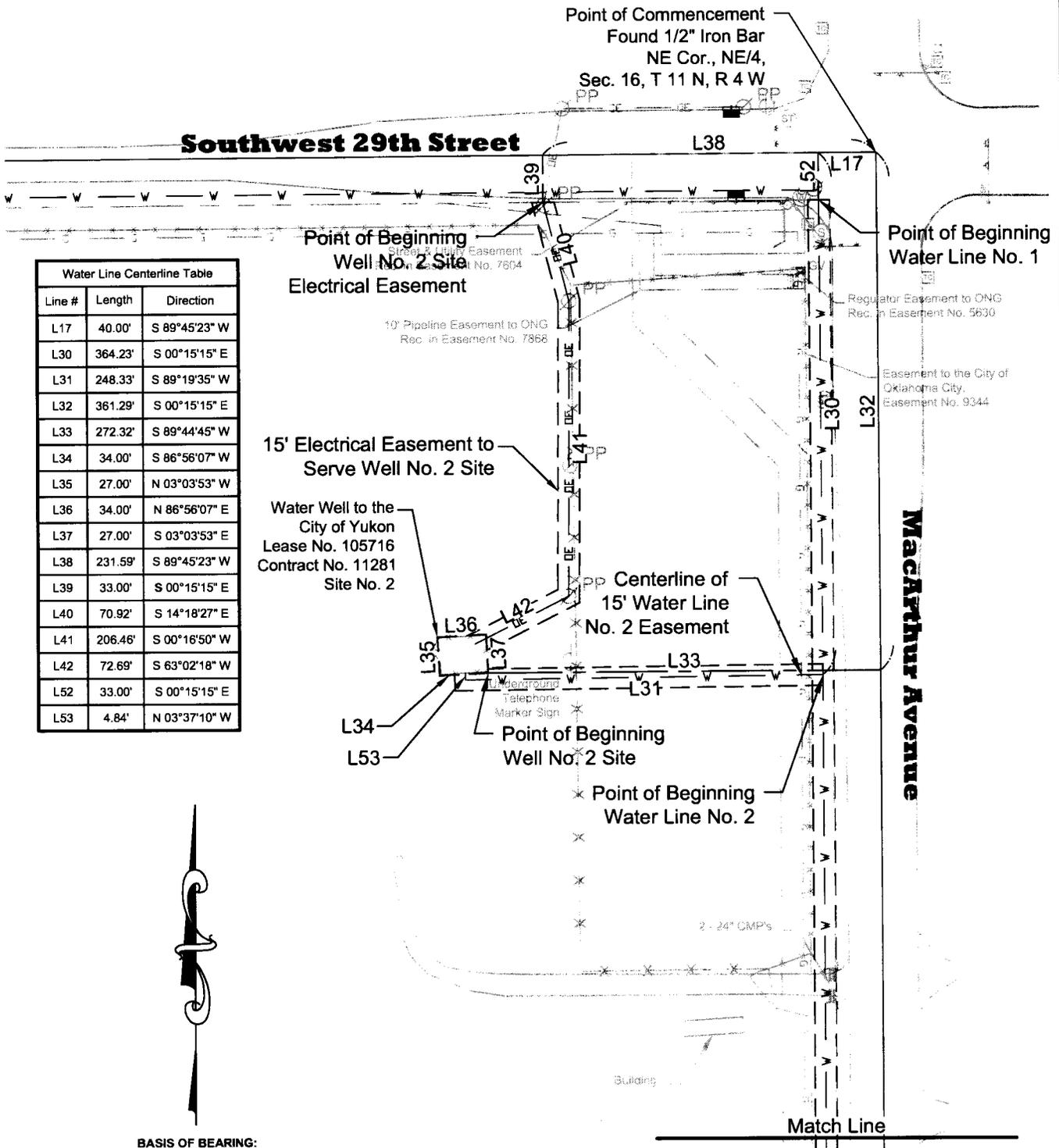
Thence North $00^{\circ}00'03''$ West a distance of 35.41 feet to the Point of Ending.


Curtis Lee Hale, LS 1084



12-17-15
Date

Water Line Easement Exhibit



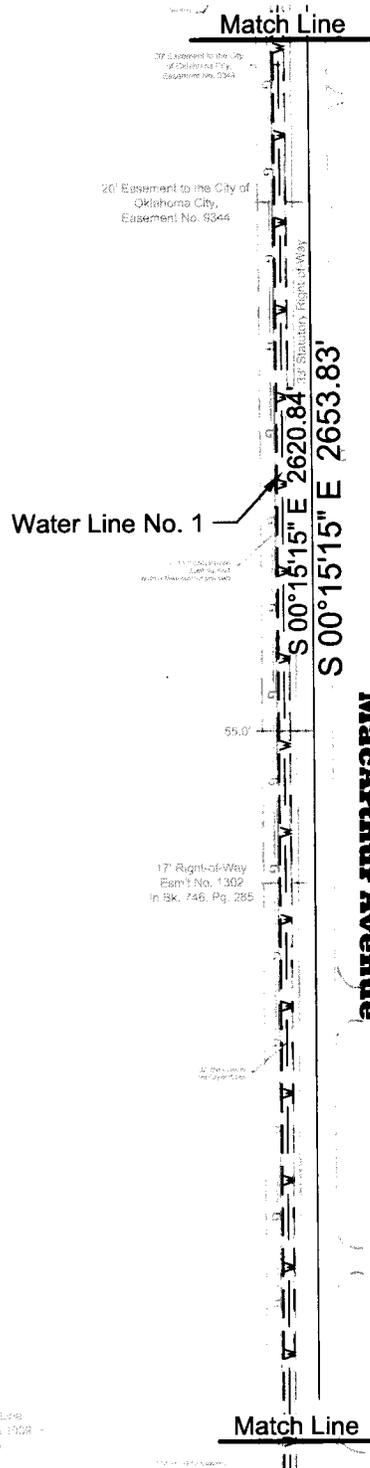
Water Line Centerline Table		
Line #	Length	Direction
L17	40.00'	S 89°45'23" W
L30	364.23'	S 00°15'15" E
L31	248.33'	S 89°19'35" W
L32	361.29'	S 00°15'15" E
L33	272.32'	S 89°44'45" W
L34	34.00'	S 86°56'07" W
L35	27.00'	N 03°03'53" W
L36	34.00'	N 86°56'07" E
L37	27.00'	S 03°03'53" E
L38	231.59'	S 89°45'23" W
L39	33.00'	S 00°15'15" E
L40	70.92'	S 14°18'27" E
L41	206.46'	S 00°16'50" W
L42	72.69'	S 63°02'18" W
L52	33.00'	S 00°15'15" E
L53	4.84'	N 03°37'10" W



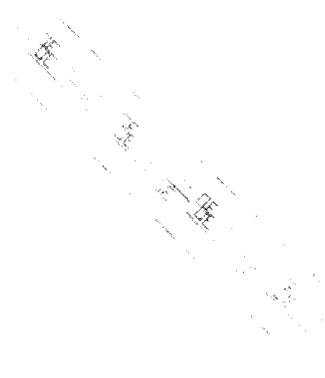
BASIS OF BEARING:
 S 00°15'15" E, on
 the East line of the
 Northeast Quarter,
 Sec. 16, T 11 N, R 4 W.
Scale: 1"=100'

Land Surveying and Planning
 1601 SW 89th Street, Building C, Suite 200
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Water Line Easement Exhibit



Scale: 1"=250'

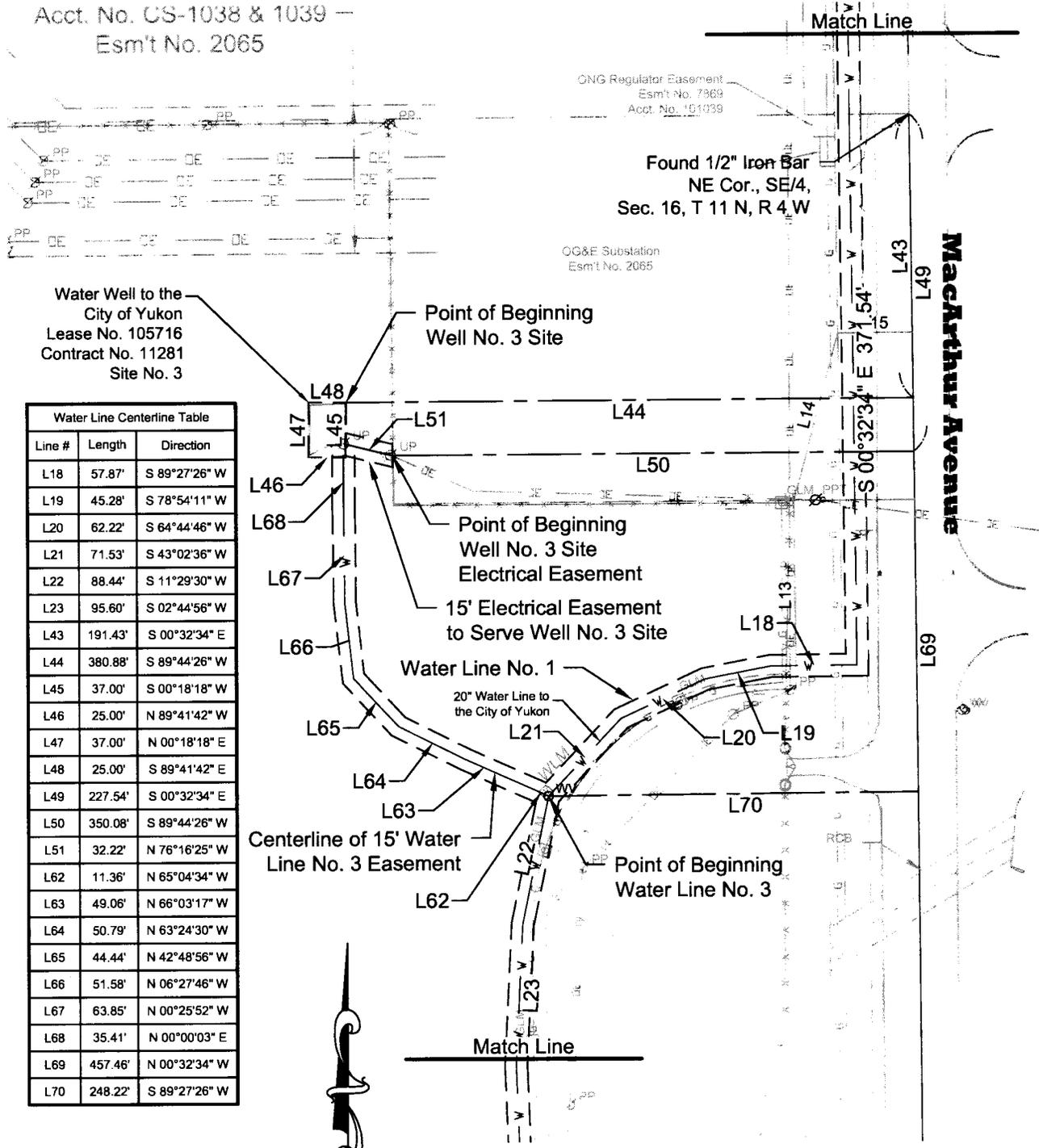


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Water Line Easement Exhibit

Acct. No. CS-1038 & 1039 —
Esm't No. 2065



Water Well to the
City of Yukon
Lease No. 105716
Contract No. 11281
Site No. 3

Water Line Centerline Table		
Line #	Length	Direction
L18	57.87'	S 89°27'26" W
L19	45.28'	S 78°54'11" W
L20	62.22'	S 64°44'46" W
L21	71.53'	S 43°02'36" W
L22	88.44'	S 11°29'30" W
L23	95.60'	S 02°44'56" W
L43	191.43'	S 00°32'34" E
L44	380.88'	S 89°44'26" W
L45	37.00'	S 00°18'18" W
L46	25.00'	N 89°41'42" W
L47	37.00'	N 00°18'18" E
L48	25.00'	S 89°41'42" E
L49	227.54'	S 00°32'34" E
L50	350.08'	S 89°44'26" W
L51	32.22'	N 76°16'25" W
L62	11.36'	N 65°04'34" W
L63	49.06'	N 66°03'17" W
L64	50.79'	N 63°24'30" W
L65	44.44'	N 42°48'56" W
L66	51.58'	N 06°27'46" W
L67	63.85'	N 00°25'52" W
L68	35.41'	N 00°00'03" E
L69	457.46'	N 00°32'34" W
L70	248.22'	S 89°27'26" W



Scale: 1"=100'

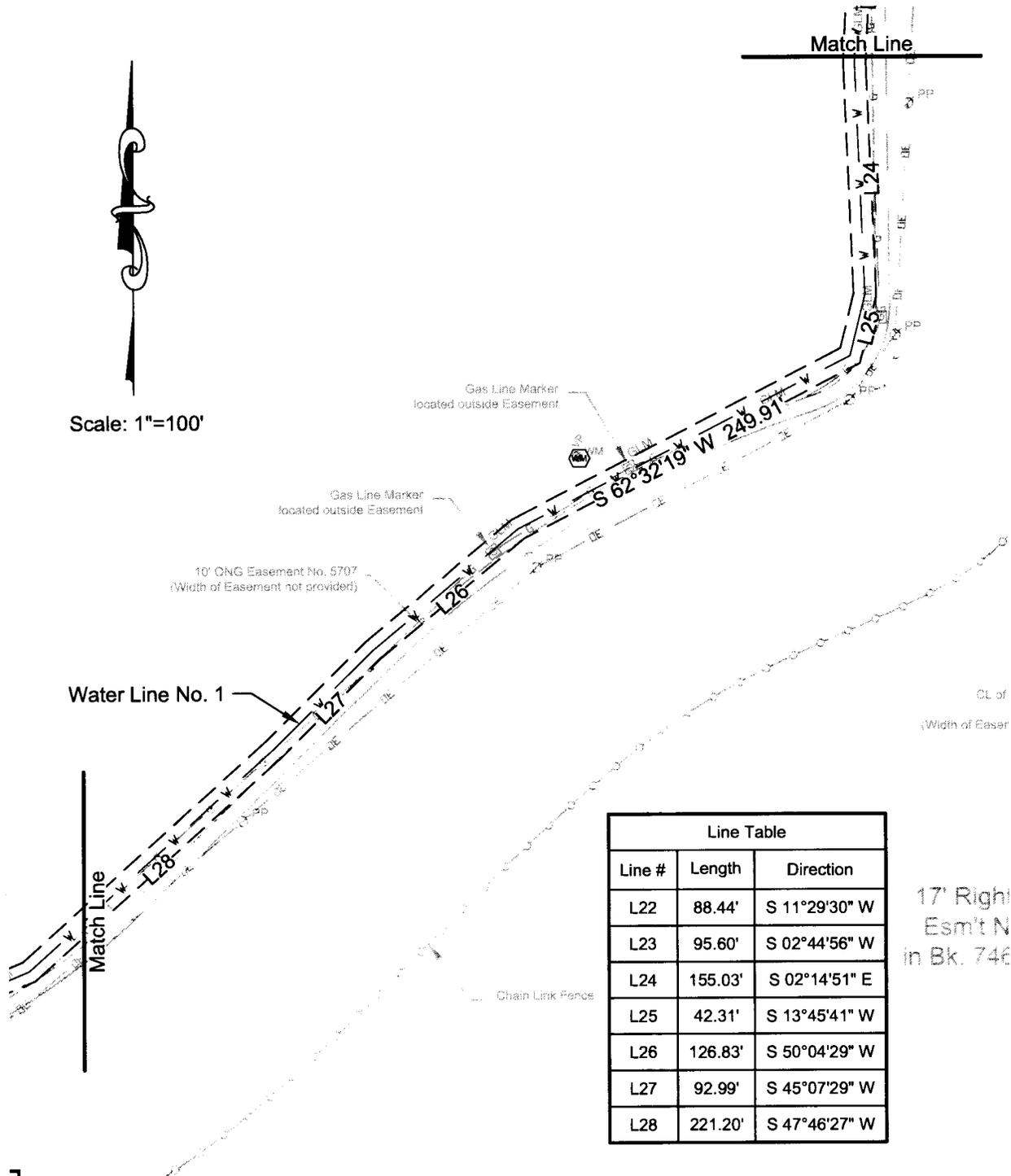
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Survey Company

Water Line Easement Exhibit



Scale: 1"=100'

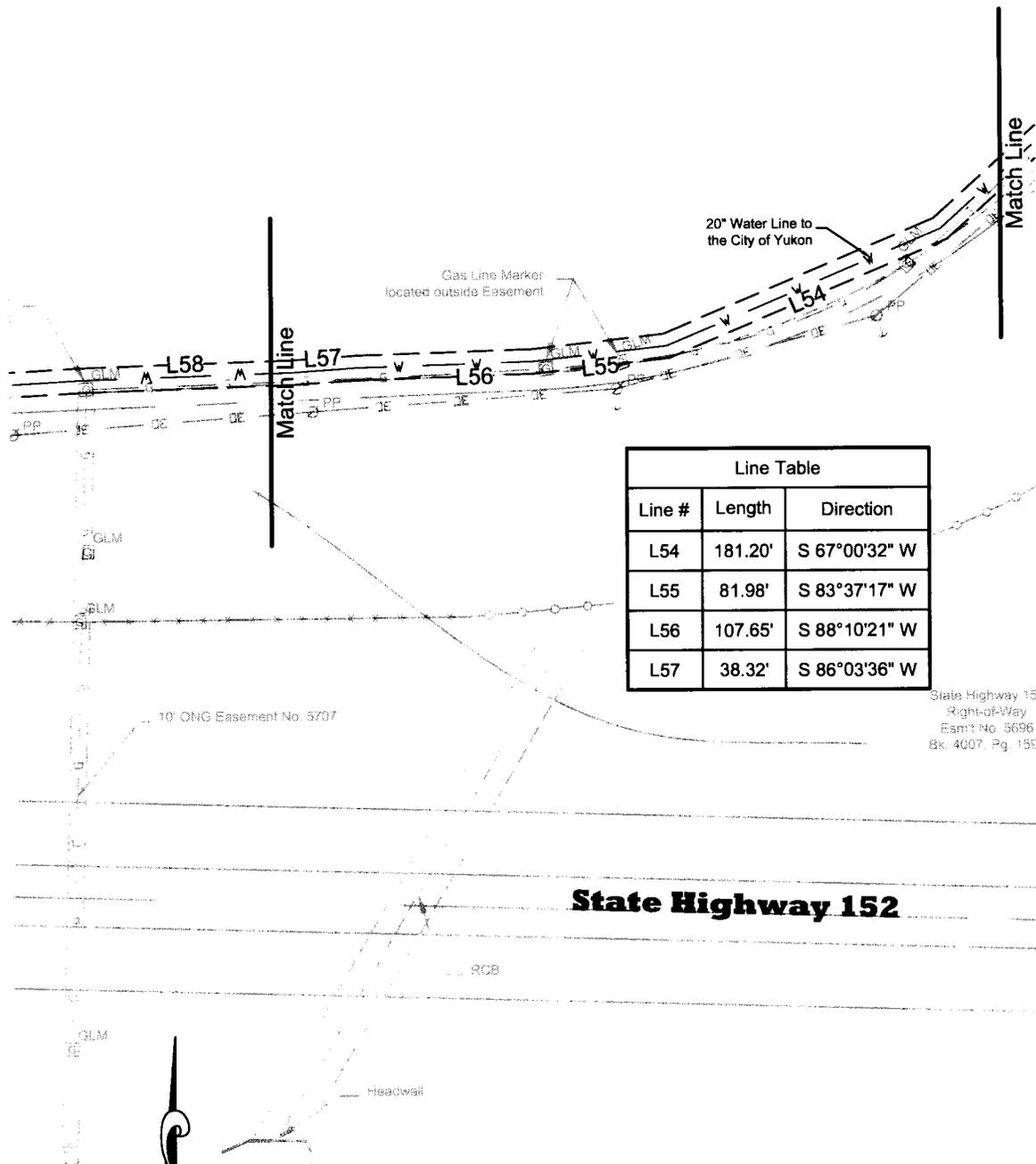


Line Table		
Line #	Length	Direction
L22	88.44'	S 11°29'30" W
L23	95.60'	S 02°44'56" W
L24	155.03'	S 02°14'51" E
L25	42.31'	S 13°45'41" W
L26	126.83'	S 50°04'29" W
L27	92.99'	S 45°07'29" W
L28	221.20'	S 47°46'27" W

17' Right
Esm't N
in Bk. 746

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Water Line Easement Exhibit



Line Table		
Line #	Length	Direction
L54	181.20'	S 67°00'32" W
L55	81.98'	S 83°37'17" W
L56	107.65'	S 88°10'21" W
L57	38.32'	S 86°03'36" W

State Highway 15
Right-of-Way
Esm't No. 5696
Bk. 4007, Pg. 159

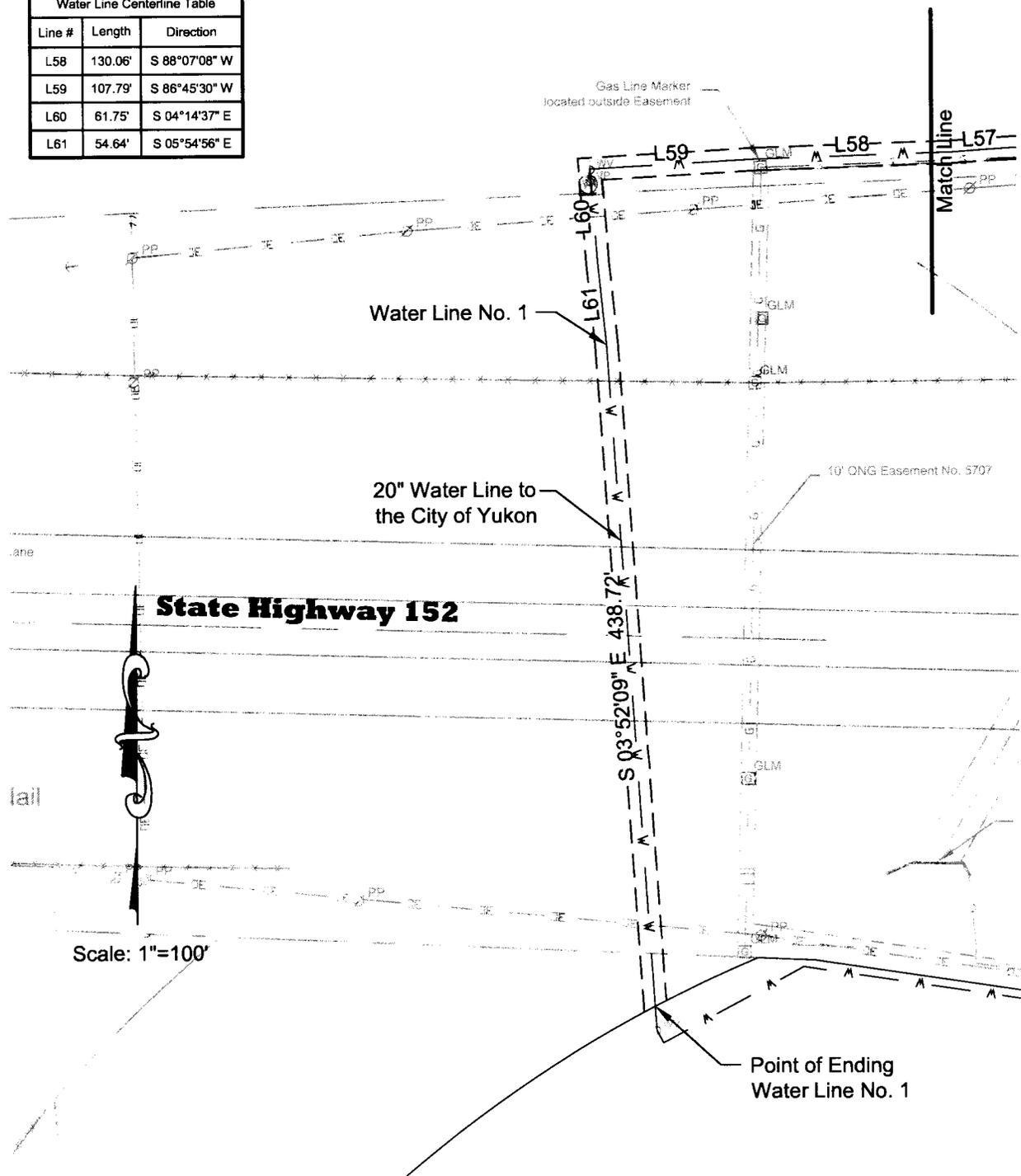


Scale: 1"=100'

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Water Line Easement Exhibit

Water Line Centerline Table		
Line #	Length	Direction
L58	130.06'	S 88°07'08" W
L59	107.79'	S 86°45'30" W
L60	61.75'	S 04°14'37" E
L61	54.64'	S 05°54'56" E





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