



**CITY COUNCIL AGENDA
October 21, 2014**

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

Yukon City Council / Yukon Municipal Authority Work Session
Conference Room - Centennial Building - 12 South 5th Street
October 21, 2014 – 6:00 p.m.

1. Discussion of Code Revisions – Mitch Hort

City Council - Municipal Authority Agendas

October 21, 2014 - 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, October 20, 2014.

Invocation: David Rhodes, New Dimension Church

Flag Salute:

Roll Call: Ken Smith, Mayor
Michael McEachern, Vice Mayor
John Alberts, Council Member
Richard Russell, 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 October 7, 2014**
- B) Payment of material claims in the amount of \$2,974.00**

ACTION _____

2A. Consider approving a Purchase and Sale Agreement between the Yukon Municipal Authority and Development23 LLC, for a 3.33 acre (approximately) parcel of land located in Canadian County, OK, south of Interstate 40 and west of Integris Canadian Valley Hospital, as recommended by the City Manager

ACTION _____

- 3A. Consider and approve Resolution No. YMA 2014-02, a Resolution authorizing the issuance of the Yukon Municipal Authority 2014 Revenue Note (the “Revenue Note”), in an Aggregate Principal amount of not to exceed \$4,800,000; waiving competitive bidding and authorizing said Revenue Note to be sold at a price less than par value by negotiated sale within the limits provided by Title 60, Oklahoma Statutes, Section 176; authorizing and approving documents, procedures and payments related to issuance of the Revenue Note: designating the Revenue Note as “Qualified Tax-Exempt Obligations” as contained in the Internal Revenue Code of 1986; providing that the Trust Indenture shall be subject to provisions of the Revenue Note; ratifying a Lease Agreement and Operation and Maintenance Contract between the City of Yukon and the Yukon Municipal Authority and agreeing that the term of the lease shall extend so long as the Revenue Note remains outstanding and unpaid**

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 October 7, 2014**
- B) Payment of material claims in the amount of \$542,214.35**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) The submittal of a grant proposal for 2014 Healthy Communities Incentive Grant available from the Oklahoma Tobacco Settlement Endowment Trust**
- E) A Municipal Lease and Option Agreement, No. 800-1112008-003, with Arvest Equipment Finance, for the acquisition of a 2014 Ford F-550 M&M Brush Truck BP2 Body**
- F) Setting the date for the next regular Council meeting for November 4, 2014, 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 Conditional Use Permit for Steve Woody, ERS Telecom Properties, for a 170 foot monopole cell tower, to provide Verizon Wireless and (3) additional carriers an antenna support structure located at West of W. Kali Ave. and North 11th Street, Yukon, as recommended by the Planning Commission

ACTION _____

4. Consider approving Resolution No. 2014-21, a Resolution of the City of Yukon, Oklahoma, endorsing and supporting the Central Oklahoma Water Resource Authority Plan for drilling a test well or wells and establishing a financial contribution plan for its members

ACTION _____

5. Consider approving the Yukon Municipal Authority action pertaining to a Purchase and Sale Agreement between the Yukon Municipal Authority and Development23 LLC, for a 3.33 acre (approximately) parcel of land located in Canadian County, OK, south of Interstate 40 and west of Integris Canadian Valley Hospital, as recommended by the City Manager (Item 2A from the YMA docket above)

ACTION _____

6. Consider and approve Resolution No. 2014-22, a Resolution approving the Incurrence of Indebtedness by the Yukon Municipal Authority (the "Authority") issuing its 2014 Revenue Note (the "Revenue Note"), in an Aggregate Principal amount of not to exceed \$4,800,000; waiving competitive bidding and authorizing said Revenue Note to be sold at a price less than par value by negotiated sale within the limits provided by Title 60, Oklahoma Statutes, Section 176; authorizing and approving a Sales Tax Agreement providing security for the Revenue Note; designating the Revenue Note as "Qualified Tax-Exempt Obligations" under the Internal Revenue Code of 1986; providing that the Trust Indenture shall be subject to provisions of the Revenue Note; Ratification of Lease Agreement and Operation and Maintenance Contract between the City and the Authority and agreeing that the term of the lease shall extend to long as the Revenue Note remains unpaid; and, authorization of documents and procedures related to issuance of the Revenue Note (Item 3A from the YMA docket above)

ACTION _____

7. Consider and approve Ordinance No. 1302, an Ordinance amending Sec. 2-137(B) of the Code of Ordinances of the City of Yukon by determining that certain obligations, including the Yukon Municipal Authority 2014 Revenue Note in an Aggregate Principal amount not to exceed \$4,800,000, do not exceed debt limitations; repealing all conflicting Ordinance provisions; and declaring an emergency

ACTION_____

- 7a. Consider and approve the Emergency Clause of Ordinance No. 1302

ACTION_____

8. Consider approving an expenditure of funds, in the amount of \$63,861.63, for the purchase of two (2) NetApp FAS2554 Hybrid Network Storage Arrays, to be paid from the Technology Capital Improvement funds, as recommended by the Technology Director

ACTION_____

9. Consider approving an expenditure of funds, in an amount not to exceed \$38,686.00, for pipe-bursting repair project of 360 linear feet, located between 700 and 720 Markley Lane, to be paid from the Public Works Water and Wastewater Distribution account, as recommended by the Public Works Director

ACTION_____

10. City Manager's Report – Information items only

- A. Sales Tax Report
- B. YEDA Quarterly Report
- C. Development Report

11. New Business

12. Council Discussion

13. Adjournment

**Yukon Municipal Authority Minutes
October 7, 2014**

ROLL CALL: (Present) Ken Smith, Chairman
Michael McEachern, Vice Chairman
John Alberts, 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 September 02, 2014**
- B. The minutes of the regular meeting of September 16, 2014**
- C. Payment of material claims in the amount of \$577,546.38**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of September 02, 2014; the minutes of the regular meeting of September 16, 2014; and payment of material claims in the amount of \$577,546.38, was made by Trustee Yanda and seconded by Trustee Alberts.

The vote:

AYES: McEachern, Smith, Yanda, Alberts, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

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

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

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

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

Harkness Environmental LLC 82-8818-16-1
CREDITOR TRUST NO.

ITEM		ITEM NO.
<u>10/8/14</u>	<u>Sports Complex</u>	<u>\$ 2,974.00</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

Date Approved: _____

Date Paid _____

Authorized Officer

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

Chairman or Vice Chairman

Attest:

Secretary

**HARKNESS ENVIRONMENTAL LLC INVOICE
FOR DAVID B. HARKNESS
SEPT 17 to OCT 8, 2014**

HE-YUKON-001

Harkness Environmental Client	Date	Man Hours	Work Description
City of Yukon			
	09/18/14	3	Received letter, dated Sept 17, 2014, from City of Yukon authorizing HE to proceed with the Phase I ESA on the Proposed Sports Complex Site. Ordered the EDR Report for the Proposed Sports Complex. Downloaded from Internet Websites: topo maps, soils map, water well data, FEMA Map.
	09/19/14	3	Received and downloaded EDR Reports (Radius Report, Aerial Photos, Sanborn Maps). Began reviewing EDR Reports to prepare for Site visit. Downloaded from the internet websites Oil & Gas Information, reviewed the Canadian County Assessor's website for property information.
	09/22/14	2	Downloading Google aerial photographs. Started preparing Report. Sent User Questionnaire to City of Yukon.
	09/23/14	2	Continued preparing Report.
	09/25/14	6	Reviewed and obtained information from the Canadian County Assessor's and Clerk's Offices, located in El Reno, Oklahoma. Site visit to Proposed Sports Complex Site. Walked the Site and took digital photos. Downloaded digital photographs to computer.
	09/29/14	3	Began editing Site photographs and preparing photograph descriptions. Working on Report
	09/30/14	2	Talked with Symes Family's Real Estate Agent who answered questions about the Site. Writing Report.
	10/01/14	3	Writing Report
	10/02/14	3	Writing Report
	10/03/14	2	Writing Report
	10/06/14	2	Received response from Stejskal Family's Attorney concerning questions about the Site. Writing Report
	10/07/14	2	Finalized Report and bound report.
	10/08/14		Delivered 1-hard copy and 1-thumb drive of the Final Report to City of Yukon-Mitchell Hort.
	Total Man-Hours	33	
	Hourly Rate	\$75	
	Total Man Hour Cost	\$2,475	

Canadian County Clerk's Office
Shelley Dickerson

DMW

Receipt To:

David Harkness

Receipt # R383346 -- 09-25-2014 02:29:50 PM

Charges

Payments

Copies \$ 49.00

Cash \$ 49.00

Item Total \$ 49.00

Payment Total \$ 49.00

Balance Due \$ 0.00

9/25/14

HE-Yukon-001

Environmental Data Resources, Inc.
 6 Armstrong Road
 Shelton, CT 06484
 Phone: 866-783-4740
 Fax: 888-322-4793

STATEMENT

Attention: Accounts Payable
 Harkness Environmental LLC
 945 Glenridge Drive
 Edmond, OK 73013

Date: 10/01/2014

Acct: 4011930

Regional Manager: DFO

Account Executive: MGA

Invoice Number	Invoice Date	Description	Ordered By	Date Ordered	Date Shipped	Invoice Amount	Payments	Balance	Days Old
4070199	09/23/2014	1 LBC	David Harkness	09/19/2014	09/23/2014	350.00	0.00	350.00	8
Total:						350.00	0.00	350.00	

Orders totaled less than 30 Days:		\$ 350.00
Orders totaled between 31 - 45 Days:		
Orders totaled between 46 - 60 Days:		
Orders totaled between 61 - 70 Days:		
Orders totaled greater than 70 Days:		
Total:		\$ 350.00

[Handwritten Signature]
 10/6/2014
 HE-yukaw-cul

Payable Upon Receipt

6 Armstrong Road * Shelton, Connecticut 06484
 Facsimile: 888-322-4793 * Telephone: 866-783-4740

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made as of the ____ day of _____, 2014, between **Development23 LLC**, an Oklahoma limited liability company (herein "**Seller**"), whose notice address is 7017 North Robinson, Oklahoma City, OK 73116, Attn: Darin Miller and the Yukon Municipal Authority, a Title 60 Oklahoma Public Trust or its assigns (herein "**Buyer**"), whose notice address is 500 W Main, Yukon Oklahoma 73099.

R E C I T A L S :

- A. Buyer desires to purchase from Seller the following (herein the "**Property**"):
 - (i) the approximately three and one-third (3.33) acre parcel located in Canadian County, Oklahoma described on **Exhibit A** hereto (the "**Land**"), less all oil, gas and other minerals relating thereto; and
 - (ii) all right, title and interest of Seller in and to all streets, alleys, easements and rights-of-way in, on, across, in front of, abutting or adjoining the Land and any other appurtenances, including abstracting, belonging or relating thereto (collectively the "**Appurtenances**").
- B. Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

Article 1-Sale Agreement; Purchase Price

1.1 Sale Agreement. Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller, subject to the terms and conditions of this Agreement.

1.2 Purchase Price. The purchase price for the Property (herein the "**Purchase Price**") shall be **\$725,000.00** payable as follows:

1.2.1 Earnest Money Deposit. Upon the full and final execution of this Agreement by both Buyer and Seller, and as a condition precedent to the formation of this Agreement, Buyer shall deposit the sum of **Twenty Thousand Dollars (\$20,000.00)** (the "**Earnest Money Deposit**") with Old Republic Title (in this capacity referred to as the "**Title Agent**"). The Earnest Money Deposit shall be invested by the Title Agent in an interest-bearing account in a federally insured institution and any interest earned on the Earnest Money Deposit shall be considered a part of the Earnest Money Deposit. Except as otherwise set forth herein, the Earnest Money Deposit shall be applied against the Purchase Price at the Closing.

1.2.2 To the extent, if any, Buyer, as a municipal authority, is required to satisfy or comply with any special or out of the ordinary conditions, regulations, ordinances, laws or internal rules or obligations under its governing by-laws or other similar governing document, Buyer agrees to disclose to Seller in writing not later than 20 days after the effective date of this Agreement, a list of what those are, the measures required to satisfy same, and the timing required for same, in order for this Agreement to be fully binding upon Buyer and legally enforceable against it.

1.2.3 Payments at Closing. At the Closing, Buyer shall pay the balance of the Purchase Price in immediately available funds, subject to the prorations and adjustments set forth below.

[End of Section-Balance of this Page Intentionally Left Blank]

Article 2-Title Review

The following shall constitute conditions precedent to Buyer's obligation to purchase the Property and shall be satisfied within the time periods stated, unless waived or deferred in writing by Buyer.

2.1 Title Matters. Promptly after full execution of this Agreement, Seller shall deliver or cause to be delivered to Buyer the following items:

2.1.1 Title Commitment. A title commitment (the "**Title Commitment**") covering the Land issued by the Title Agent which binds First American Title as agent for First American Title Insurance Company (the "**Title Insurer**") to issue at Closing an ALTA Owner's Policy of Title Insurance with survey and lien coverage (the "**Title Policy**") in the full amount of the Purchase Price; and

2.1.2 Title Documents. True and correct copies of any and all instruments referenced in the Title Commitment which constitute exceptions or restrictions upon the title of Seller (the "**Title Documents**").

2.1.3 Survey. As soon as reasonably possible after the Effective Date, Buyer shall procure a current on-the-ground survey of the Property dated after the Effective Date ("**Survey**"). The Survey, whether new or updated, shall be prepared in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM, and NSPS in 2011, and meeting the "Minimum Angle, Distance, and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA-ACSM Land Title Surveys. The surveyor shall place a pin or other appropriate designation on the ground on each corner of the Property. The Survey shall specifically include a certification of the acreage/square footage comprising the Land.

2.2 Title Review. After Buyer has received the last item to be furnished pursuant to Section 2.1 above, Buyer shall have fifteen (15) business days within which to review all of said items and notify Seller in writing (the "**Objection Notice**") of Buyer's objections (the "**Title Objections**") to any matters contained therein. Any matters to which Buyer does not object shall be deemed to be "**Permitted Exceptions**" to title under this Agreement. Any matters affecting marketability of title to the Land which first arise after the effective time of the Title Commitment and before the Closing shall be deemed Title Objections, unless Buyer otherwise waives the same in writing or closes the transaction contemplated by this Agreement (the "**Transaction**") without written objection. Seller agrees to notify Buyer promptly upon Seller becoming aware of any Title Objection coming into existence after the date of the Title Commitment.

2.3 Cure or Noncure of Title Objections. Seller shall have until Closing to cure the Title Objections. Seller shall not be obligated to cure or attempt to cure any Title Objection, other than voluntary mortgage liens filed against the Property or other liquidated amounts which are liens thereon and shall in no event incur any liability to Buyer by reason of any failure or refusal to cure any Title Objection which Seller is not obligated to cure. Seller shall bear the cost of curing any Title Objections which it does elect or attempt to cure. Seller agrees, within five (5) days of its receipt of the Objection Notice, to notify Buyer of any Title Objections which Seller determines it is unwilling or unable to cure. In the event that Seller has indicated its unwillingness or inability to cure a Title Objection or, in the alternative, if Seller does not give such a notice of its inability or unwillingness to cure such a defect and all Title Objections are not cured by the Closing Date, Buyer's exclusive rights under this Agreement shall be either:

(i) to waive any such uncured Title Objections, close the Transaction without reduction in the Purchase Price and accept such title as Seller is able to convey, and by such waiver and acceptance Buyer shall be deemed to have waived any and all claims and/or causes of action against Seller for damages or any other remedies for any and all defects in and/or exceptions to the title to the Property; or

(ii) to terminate this Agreement by notifying Seller and the Title Agent in writing, in which event the Earnest Money Deposit shall be returned to Buyer, and thereafter Seller and Buyer shall have no further rights or obligations hereunder.

[End of Section-Balance of this Page Intentionally Left Blank]

Article 3 — Seller's Representations; Inspection Period

3.1 Representations and Warranties by Seller. Seller hereby represents and warrants to Buyer that on the Effective Date and on the Closing Date:

3.1.1 Tenants. There are no tenants of the Property.

3.1.2 No Pending Condemnation. There are no pending eminent domain proceedings of any nature with respect to the Property or any part thereof, Seller has not received any notices of any eminent domain proceedings or special assessments being contemplated by public authorities with respect to the Property or any part thereof, and Seller does not have any knowledge of any such actions being contemplated.

3.1.3 Seller Authority. Seller has full power, authority and legal right to execute and deliver this Agreement and to perform and observe the covenants and agreements contained herein.

3.1.4 Litigation. There are no actions, suits or proceedings pending or, to Seller's current actual knowledge, threatened, against Seller or affecting any portion of the Property at law or in equity or before or by any governmental authority.

3.1.5 Zoning. To the best of Seller's knowledge, the Property is zoned under the ordinances of Yukon, Oklahoma.

3.1.6 Continuing Representations. Seller's foregoing representations and warranties shall be deemed continuing and, unless written notice to the contrary is given to Buyer on or before the Closing, the same shall be true and correct on and as of the Closing with the same force and effect as if made at that time.

3.2 Inspection Period. Buyer shall have until the end of the Inspection Period (defined below) to ascertain, in Buyer's sole and exclusive discretion and judgment, whether the Property is suitable for Buyer's intended development, use, and/or investment objectives. The "**Inspection Period**" means the period commencing on the date the Title Documents are delivered to Buyer for review and ending at **10:00 a.m. thirty days thereafter**. Buyer may study and investigate the Property in any reasonable way to enable Buyer to determine the suitability of the Property for its purposes. Such study and investigation shall include but not be limited to, conducting an environmental study on the Property. Seller further hereby grants to Buyer, Buyer's contractors, licensees, agents, servants, employees, officers, and directors all licenses and permissions necessary to conduct the necessary investigations for the term of the Inspection Period, subject only to Buyer's obligation to restore and repair any damage caused by the investigations. Upon request Buyer will provide Seller, at Seller's expense, copies of inspection reports.

3.3 Inspection. As part of its evaluation during the Inspection Period, Buyer and its representatives may, at all reasonable times during normal business hours, enter upon the Property to conduct reasonable soil tests and other appropriate on-site evaluations to ascertain whether the Property is suitable to meet Buyer's objectives; provided that, Buyer shall use its best efforts to give Seller twenty-four (24) hours' prior telephone or written notice of any such inspection or test. Buyer shall bear the cost of all such inspections or tests.

3.4 Indemnity. Buyer agrees to indemnify and hold Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from any act, omission, or negligence of Buyer or Buyer's contractors, licensees, agents, servants, employees, officers, and directors, or arising from any accident, injury, or damage whatsoever occurring on or about the Property or any part thereof, by reason of Buyer's conducting the soil tests, and engineering work and other evaluation herein described, including but not limited to the environmental study, and shall restore the Property to its condition immediately prior to such testing. Buyer's obligations under this Section 3.4 shall survive the termination of this Agreement and shall survive the

Closing.

3.5 Termination. If for any reason, Buyer determines that the Property is not suitable for Buyer's purposes, then Buyer shall deliver written notice thereof to Seller no later than 5:00 p.m. on the date of expiration of the Inspection Period. If a termination notice is timely given, then this Agreement shall terminate except for matters that expressly survive termination of this Agreement, the parties hereto shall be released from any further obligations hereunder, and the Earnest Money Deposit shall promptly be returned to Buyer (and Seller shall promptly execute a letter to the Title Agent to that effect). If Buyer does not timely give notice, then this Agreement shall continue in full force and effect, such party shall be deemed to have waived its right to terminate this Agreement pursuant to this paragraph, and Buyer shall be deemed to have acknowledged that it has received or had access to the Property and conducted all inspections and tests of the Property that it considers important.

3.6 Operation and Maintenance Prior to Closing. From the Effective Date of this Agreement until the Closing Date or earlier termination of this Agreement, Seller shall:

(a) operate, maintain and repair the Property, or cause the Property to be operated, maintained and repaired in the same manner as the Property is being operated, maintained and repaired as of the execution of this Agreement;

(b) Not, without the prior written consent of Buyer, enter into any written or oral service contracts or other agreements with respect to the Property that will not be fully performed by Seller on or before the Closing Date, or that will not be cancelable by Buyer at any time and without liability, premium or other cost on or after the Closing Date;

(c) Not enter into any lease of the Property without the prior written consent of Buyer;

(d) Advise Buyer promptly, to the extent of Seller's knowledge, of any litigation, arbitration, condemnation, or administrative (including, without limitation, zoning, variance, code enforcement and regulatory) proceedings before any officer, court, board, governmental body or agency which concerns or affects the Property and of which Seller receives actual notice after the date hereof (e.g. a proposed change in the zoning classification of any property within 300 feet of the Land, the filing of a statutory lien against the Property, a suit filed or threatened by a tenant under a Lease, etc.); and

(e) Cause to be maintained in full force and effect in accordance with its past practice, including self-insurance, public liability insurance with respect to damage or injury to persons occurring on the Property in such amounts as are maintained by Seller on the date of this Agreement.

3.7 As-Is Condition Of Property. Buyer hereby expressly acknowledges and agrees that Buyer has or will have, prior to the end of the Inspection Period, thoroughly inspected and examined the Property to the extent deemed necessary by Buyer in order to enable buyer to evaluate the purchase of the Property. Buyer hereby further acknowledges and agrees that Buyer is relying solely upon the inspection, examination, and evaluation of the Property by Buyer and that Buyer is purchasing the Property on an "as is," "where is" and "with all faults" basis, without representations, warranties or covenants, express or implied, of any kind or nature, provided, however, nothing contained in this **Section 3.7** shall limit the representations and warranties expressly set forth in this Agreement or in the special warranty deed to be delivered from Seller to Buyer at the Closing.

[End of Section-Balance of this Page Intentionally Left Blank]

Article 4 — Environmental Condition of the Property

4.1 Environmental Condition of the Property. Seller has no current actual knowledge of any environmental conditions affecting the Property or any violations of environmental law with respect to the Property, nor does Seller have any current actual knowledge of any regulatory actions taken with respect to the Property regarding an actual or alleged environmental condition. Further, Seller represents that it has received no written notice of, and has no other current actual knowledge of, any pending or threatened claims or other restrictions of any nature related to any environmental condition with respect to the Property.

4.2 Environmental Responsibility. Buyer, effective from and after Closing, having been afforded full opportunity to examine and test the Property prior to Closing, shall be responsible for any environmental condition resulting from acts or omissions of Buyer or its agents, operators, employees or lessees in the ownership, use or occupation of the Property occurring after Closing.

[End of Section-Balance of this Page Intentionally Left Blank]

Article 5-Closing

The consummation of the Transaction (the "**Closing**") shall be accomplished as follows:

5.1 Closing Place and Date. The Closing shall take place at the offices of the Title Agent at a time mutually agreeable to Buyer and Seller no later than December 1, 2014 (the "**Scheduled Closing Date**"). Such date or the date to which the Closing may be advanced or adjourned pursuant to this Agreement or by separate agreement of the parties is herein called the "**Closing Date**."

5.1.1 Option to Extend Closing Date. Buyer shall have the option to extend the Scheduled Closing Date to a time mutually agreeable to Buyer and Seller no later than February 2, 2015 (the "**Extended Scheduled Closing Date**") by:

- (i) Notifying Seller and Title Agent of Buyer's election to extend the Closing Date as per 5.1.1 above no later than 10 days prior to the Scheduled Closing Date.
- (ii) Buyer shall prior to Scheduled Closing execute a letter to the Title Agent to pay to the Seller in immediately available funds the Earnest Money Deposit.
- (iii) Buyer shall pay to Seller in immediately available funds prior to the Scheduled Closing Date a non-refundable Down Payment the sum of **Ten Thousand Dollars (\$10,000.00)** (the "**Down Payment**"). Except as otherwise set forth herein, the sum of the Earnest Money and the Down Payment shall be applied against the Purchase Price at the Closing.

5.2 Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer and/or the Title Agent, as applicable, the following, each fully executed, attested, sealed, sworn to and acknowledged (where appropriate):

5.2.1 Special Warranty Deed. A Special Warranty Deed executed by Seller (the "**Deed**") conveying to Buyer the Property.

5.2.2 Marked Title Commitment. An original of the Title Commitment, marked and executed by the agent of the Title Insurer, unconditionally obligating the Title Insurer to deliver to Buyer the Title Policy insuring Buyer as the owner of the marketable fee simple title to the Land and the holder of the dominant estate in and to the Appurtenances, subject only to the Permitted Exceptions.

5.2.3 Proration Amounts. Such payments to Buyer (or credits against the Purchase Price) as may be required to effect the prorations required by this Agreement.

5.2.4 Additional Documents. Such additional documents, including proof of Seller's authority to enter into and consummate the transaction contemplated herein (the "**Transaction**"), as well as a FIRPTA Affidavit, as may be reasonably requested by Buyer or the Title Agent.

5.3 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following, each fully executed, attested, sealed, sworn to and acknowledged (where appropriate):

5.3.1 Purchase Price. The remainder of the Purchase Price.

5.3.2 Additional Documents. Such additional documents, including proof of Buyer's authority to enter into the Transaction, as may be reasonably requested by Seller or the Title Agent to consummate the Transaction.

5.4 Possession. Possession of the Property will be given to Buyer at the Closing, free from all parties claiming a right to possession or having claims against the Property other than by virtue of the Permitted Exceptions.

5.5 Prorations. The Purchase Price will be adjusted on the following basis:

5.5.1 Property Taxes. All ad valorem real property taxes assessed against the Land for year prior to the year of Closing, as well as for prior years, and any matured and unmatured installments of special assessments with respect to the Land, shall be paid by Seller. Real property taxes for the year in which the Closing occurs shall be prorated, with Seller to be charged with the day of Closing. Buyer and its successors shall be responsible for all such real property taxes for subsequent years.

5.5.2 Method of Proration. In the event that the apportionments hereinabove referenced result in a credit balance to the Buyer, such sum shall be applied against the Purchase Price at the Closing. In the event the apportionments hereinabove provided result in a credit balance to the Seller, such credit balance shall be added to the Purchase Price payable at Closing. For purposes of computing all prorations required under this Agreement, the Closing Date shall be included within the period of the Buyer's ownership.

5.6 Closing Costs. **Seller shall pay the following Closing costs:** Seller's attorney's fees, the cost to extend, certify, and examine the abstract of title to the Land and Appurtenances, the cost to cure any Title Objections, the cost to record the Deed, the cost of all transfer taxes, including the documentary stamp tax payable in connection with the recording of the Deed, one-half (1/2) of the cost of the Title Agent's closing or escrow fee, and any other costs of Seller specified elsewhere in this Agreement. **Buyer shall pay the following Closing costs:** the cost of a standard title insurance policy, the cost of obtaining any endorsements to the Title Policy, the cost of the Survey, Buyer's attorney's fees, one-half (1/2) of the Closing fee charged by the Title Agent, any costs associated with Buyer's financing of the acquisition of the Property (including mortgage tax), and any other costs of Buyer specified elsewhere in this Agreement.

Any Closing costs not specifically allocated above or elsewhere in this Agreement shall be allocated in accordance with usual and customary practice in the locality of the Property, provided, if no usual or customary practice exists, such other costs will be borne equally by the parties.

5.7 Brokers. Each party (the "**Indemnifying Party**") represents and warrants to the other that if it has dealt with any real estate brokers or other third parties in connection with the transaction embodied herein who are entitled to be compensated for brokerage services and the Indemnifying Party agrees pay all fees it incurred and will indemnify and hold the other harmless from and against any claim, loss, liability, damage, fee, cost, or expense, including attorney's fees, arising out of any compensation due or alleged to be due to any broker with whom the Indemnifying Party may have dealt.

[End of Section-Balance of this Page Intentionally Left Blank]

Article 6-Eminent Domain

6.1 Eminent Domain. In the event all or any portion of the Property, or any access to the Property, or any material interest in the Property is taken or is threatened to be taken by eminent domain (whether or not an eminent domain proceeding is actually commenced) prior to Closing, Seller shall immediately notify Buyer in writing (the "**Eminent Domain Notice**"), which shall include a description in reasonable detail of the property or interest therein to be taken. In such event Buyer may, at its sole election, terminate this Agreement by giving written notice of such election to Seller and the Title Agent not later than the earlier of (i) the last business day prior to the Scheduled Closing Date, provided, however, in no event shall Buyer be required to give notice of such election sooner than five (5) business days after receipt of the Eminent Domain Notice, and the Closing shall be adjourned, if necessary, to accommodate such period, or (ii) the fifteenth (15th) calendar day after Buyer's receipt of the Eminent Domain Notice. If Buyer so elects to terminate this Agreement, the Earnest Money Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement. Buyer's failure to give timely notice to terminate this Agreement as provided above shall be deemed to be an election to proceed to close the Transaction in accordance with the terms of this Agreement. In such latter event, Buyer shall be entitled to participate in the taking proceeding or the negotiations regarding the taking award, and Seller shall assign to Buyer at Closing Seller's right, title and interest in any taking award which remains unpaid to Seller in connection with such taking. Further in such event, Buyer shall receive as a credit against the Purchase Price the amount of any taking award previously paid to Seller in connection with the taking.

[End of Section-Balance of this Page Intentionally Left Blank]

Article 7-Default and Remedies

In the event a default occurs in the performance of any party's obligations hereunder, the non-defaulting party shall, as a condition of exercising its remedies hereunder, provide written notice of such default to the other party. The defaulting party shall thereafter have five (5) business days, commencing the day notice is deemed received, in which to remedy such default.

If Seller defaults hereunder and fails to timely cure such default, or if Seller wrongfully refuses to close the sale of the Property under the terms of this Agreement, Buyer shall be entitled to the remedies under Oklahoma law at the time of the breach, including, without limitation, specific performance and the right to recover as an element of its damages all costs and expenses, including, without limitation, those incurred in connection with the negotiation and drafting of this Agreement and the preparation for the Closing, as well as a reasonable attorney's fee and court costs.

If Buyer defaults hereunder and fails to timely cure such default or if Buyer wrongfully refuses to close the purchase of the Property under the terms of this Agreement, Seller shall be entitled, as its sole remedy, to direct the Title Agent to pay the Earnest Money Deposit to Seller, which Seller shall be entitled to retain in full satisfaction of any liability of Buyer hereunder. If the circumstances giving rise to the payment of the down payment have arisen, then in addition to the Earnest Money, Seller shall be entitled to retain the Down Payment.

In the event of a dispute between Buyer and Seller relating to this Agreement, the prevailing party shall have the right to recover all of its expenses and costs incurred by reason of the dispute including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Neither party shall be entitled to consequential or punitive damages in connection with a breach hereof.

[End of Section-Balance of this Page Intentionally Left Blank]

Article 8-Miscellaneous

It is further understood and agreed as follows:

8.1. Special Provisions. Buyer intends to construct a roadway upon the property purchased from Seller. During the course of construction Buyer will install two sleeves beneath the road surface which will allow the delivery of utilities from the East side of the roadway to the West side of the roadway.

8.1.1 Buyer will provide Seller with evidence that utilities available to serve the remaining tract (that from which the property purchased was a part) owned by Seller will have adequate capacity for the reasonable and full development of the remaining tract.

8.1.2 The roadway will be designed to allow for a curb cut on the western side of the proposed roundabout and a second curb cut north of the roundabout to access Seller's property.

8.1.3 Upon full execution of this agreement Seller may proceed with construction of the roadway

8.2. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no promise, representation, warranty or covenant not included in this Agreement or any such referenced agreements has been or is relied upon by either party.

8.3. Amendment. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Buyer and Seller.

8.4. Construction. If any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and constructed according to the laws of the State of Oklahoma.

8.5. Venue; Attorney's Fees. Venue for any legal action arising out of this Agreement shall be Canadian County, Oklahoma. If any legal action is instituted between Seller, Buyer, or escrow holder in connection with this Agreement or the Property, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees.

8.6. Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

8.7. Severability. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held to be invalid or unenforceable, such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provisions shall not be affected thereby.

8.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

8.9. Survival. This Agreement shall survive the Closing hereof and not merge with the Special Warranty Deed.

8.10. Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

8.11. Exhibits. All exhibits described in this Agreement are by this reference fully incorporated herein and made a part hereof by reference for all purposes.

8.12. Binding Effect; Assignment. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, whenever the context so requires. Buyer may assign this agreement to (i) to an affiliate of Buyer without the need to obtain Seller's approval, or (ii) to another person or entity after obtaining Seller's written approval, which approval may be withheld in Seller's sole discretion.

8.13. Business Days. In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding business day. A "business day" hereunder is a day which is not Saturday, Sunday or a legal federal holiday.

8.14. Exclusivity. So long as this Agreement is in effect, Seller shall take no action to actively market the Property or any part of it to any potential owner or user and shall forego the execution of any back-up contract.

8.15. 1031 Exchange. Both parties understand that the other may be engaging in all or part of this transaction pursuant to Section 1031 of the Internal Revenue Code (Like-Kind Exchange). Each party shall cooperate with the other in such exchange, provided that such cooperation shall be without cost or expense of any nature to the accommodating party and shall not delay this transaction in any manner. Neither party shall be responsible to the other for any tax consequences arising out of this or any transaction related to the Property. Each party desiring to effect this transaction through a 1031 Exchange shall be responsible for engaging such tax counsel as it deems necessary for the purpose of determining the tax consequences of any such transaction.

8.16. Title Agent. Buyer and Seller agree that the Title Agent shall not incur any liability to Buyer or Seller, nor shall the Title Agent incur any expense or suffer any damage for any act or omission of the Title Agent so long as the Title Agent has acted, or refrained from acting, in good faith in carrying out its responsibilities under this Agreement. In the event of any ambiguity in the Title Agent's obligations hereunder (as determined in the good faith judgment of the Title Agent) or in the event of any disagreement or controversy arising out of this Agreement from any cause, the Title Agent, at its option, may hold the Earnest Money Deposit until the ambiguity, disagreement, or controversy has been settled to the Title Agent's satisfaction or may interplead the Earnest Money Deposit into court. Buyer and Seller agree to indemnify and hold the Title Agent harmless from any liability, loss, damage, cost, or expense, including reasonable attorney's fees, incurred in carrying out its obligations under this Agreement or in any way arising out of this Agreement or the transactions contemplated hereby, provided that the Title Agent has acted, or refrained from acting, in good faith.

8.16 Time. Time is of the essence of this Agreement.

8.17 Notices. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand delivered in person or sent by mail, registered or certified, return receipt requested, postage prepaid, or by Federal Express or other overnight delivery service providing evidence of receipt of delivery to the addresses as set forth below:

As to Buyer: City of Yukon
ATTN: City Clerk
500 W. Main
Yukon, Oklahoma 73099
405-354-1895

Cc: Michael Segler
Wheatley, Segler, Osby & Miller, LLC
P.O. Box 850126
Yukon, OK 73085
(405) 354-5276

As to Seller: Development23, LLC
Attn: Darin Miller, Manager
7017 North Robinson
Oklahoma City, OK 73116
405-_____ - _____

Cc: Gabe Bass
201 Robert S. Kerr
10th Floor, Suite 1001
Oklahoma City, OK 73102

Any notice, demand or request that shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notices, demands or requests are hand delivered in person, or (ii) on the date the Federal Express or other overnight delivery service receipt was signed; or (iii) on the third day after the mailing of such notice.

Either Buyer or Seller shall have the right from time to time to designate by written notice to the other party such other person or persons, and such other place or places, as Buyer or Seller may desire written notices to be delivered or sent in accordance herewith; provided, however, at no time shall either party be required to send more than an original and two (2) copies of any such notice, demand or request required or permitted hereunder.

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

[End of Section-Balance of this Page Intentionally Left Blank-Signature Page Attached]

RECEIPT AND AGREEMENT BY TITLE AGENT

The Title Agent hereby acknowledges receipt of the Earnest Money Deposit and agrees to hold and apply the same in accordance with the terms of the foregoing Agreement.

“Title Agent”: **OLD REPUBLIC**

By: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

{TO BE ADDED}

RESOLUTION NO. YMA-2014-02

A RESOLUTION AUTHORIZING THE ISSUANCE OF THE YUKON MUNICIPAL AUTHORITY 2014 REVENUE NOTE (THE "REVENUE NOTE"), IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,800,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING SAID REVENUE NOTE TO BE SOLD AT A PRICE LESS THAN PAR VALUE BY NEGOTIATED SALE WITHIN THE LIMITS PROVIDED BY TITLE 60, OKLAHOMA STATUTES, SECTION 176; AUTHORIZING AND APPROVING DOCUMENTS, PROCEDURES AND PAYMENTS RELATED TO ISSUANCE OF THE REVENUE NOTE; DESIGNATING THE REVENUE NOTE AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" AS CONTAINED IN THE INTERNAL REVENUE CODE OF 1986; PROVIDING THAT THE TRUST INDENTURE SHALL BE SUBJECT TO PROVISIONS OF THE REVENUE NOTE; RATIFYING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT BETWEEN THE CITY OF YUKON AND THE YUKON MUNICIPAL AUTHORITY AND AGREEING THAT THE TERM OF THE LEASE SHALL EXTEND SO LONG AS THE REVENUE NOTE REMAINS OUTSTANDING AND UNPAID.

BE IT RESOLVED BY THE TRUSTEES OF THE YUKON MUNICIPAL AUTHORITY:

Section 1. Authorization of Issuance of Revenue Note. The Yukon Municipal Authority (the "Authority"), a public trust organized and existing under the laws of the State of Oklahoma, the beneficiary of which is the City of Yukon, Oklahoma (the "City"), hereby authorizes the issuance of its obligation designated:

Yukon Municipal Authority 2014 Revenue Note in an aggregate principal amount not to exceed \$4,800,000 (the "Revenue Note"),

for the purposes of providing capital improvements and equipment for the use and benefit of the City and the payment of associated indebtedness, the payment of financing costs and for expenses of issuing the Revenue Note.

Section 2. Waiver of Competitive Bidding on Sale of the Revenue Note. Competitive bidding on the sale of the Revenue Note is hereby waived and the same is authorized to be sold at a price less than par value by negotiated sale, pursuant to the terms of the Revenue Note, all within the limits provided by Title 60, Oklahoma Statutes 2011, Section 176, as amended.

Section 3. Approval of Documents. The following documents are hereby authorized and approved and the Chairman or Vice Chairman of the Authority is hereby authorized and directed to execute and deliver the same on behalf of the Authority, and such documents shall be conclusively deemed approved by the Authority upon such execution and delivery, to-wit:

(A) Revenue Note, issued by the Authority, in favor of YNB, a bank chartered under the laws of the State of Oklahoma, or its successors (the “Bank”), in a principal amount not to exceed \$4,800,000, together with interest thereon at a fixed rate per annum not to exceed the maximum rate prescribed by Title 60, Oklahoma Statutes 2011, Section 176, as amended, all according to the terms and conditions expressed therein, and a real estate mortgage(s) covering such property as designated by the Chairman or Vice Chairman in favor of the Bank securing the Revenue Note.

(B) Security Agreement between the Authority and the Bank (herein the “Security Agreement”), providing security for the obligation of the Authority under the Revenue Note, all according to the terms and conditions expressed in said Security Agreement; and such other security instruments as necessary to secure the revenue Note, including but not limited to the granting and extension of real estate mortgages.

(C) Sales Tax Agreement with the City (the “Sales Tax Agreement”) whereby the City pledges funds of the City to the Authority for repayment of the Revenue Note, provided such Sales Tax Agreement shall comply in all respects with applicable Oklahoma law, including Oklahoma law which provides that the City may not become obligated beyond its fiscal year (July 1 through June 30), and providing that all payments of funds of the City to the Authority for payment of the Revenue Note shall be subject to annual appropriation by the City.

(D) Financing Statement wherein the Authority is the debtor and the Bank is the secured party, all according to the terms and conditions expressed in said Financing Statement.

(E) Preliminary Offering Document and Final Offering Document describing the terms, conditions and security for payment of the Revenue Note. The Authority certifies that the information contained in the Preliminary Offering Document and the Final Offering Document will at the time of finalization and delivery of same be correct in all material respects, and will not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading; and, in furtherance thereof, the Chairman (or the Vice Chairman in the absence of the Chairman) is authorized to certify the foregoing and to “deem final” the Preliminary Offering Document and Final Offering Document for purposes of Rule 15c-12 as promulgated by the Securities and Exchange Commission of the United States of America. Bond Counsel is authorized to execute and file the Preliminary Offering Document and the Final Offering Document.

(F) The Closing Order, which shall direct disbursement of proceeds received from the sale of the Revenue Note and which shall further authorize and direct the payment of the cost of issuance of the Revenue Note.

(G) Any and all other documents and certifications as necessary to consummate issuance of the Revenue Note, including as necessary a Continuing Disclosure Agreement, and contracts for professional and other services incident to issuance of the Revenue Note.

Section 4. Reasonable Expectations with Respect to Issuance of Tax-Exempt Obligations and Designation of Revenue Note as Qualified Tax-Exempt Obligations. The Authority reasonably anticipates that the aggregate amount of “qualified tax-exempt obligations” (as defined in section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the “Code”)), which will be issued by the Authority, the City of Yukon (the “City”) and all subordinate entities thereof during calendar year 2014 will not exceed \$10,000,000, and hereby covenants and agrees, as a material inducement and consideration to the purchasers of its Revenue Note, that neither the Authority, the City or any subordinate entity thereof will, during calendar year 2014, issue “qualified tax-exempt obligations” (as defined in Section 265(b)(3)(B) of the Code), in an aggregate amount exceeding \$10,000,000. Further, it is the purpose and intent of this Resolution that the Revenue Note shall constitute and is hereby designated as “qualified tax-exempt obligations” as defined in Section 265(b)(3)(B) of the Code, in order that the purchasers of the Revenue Note may avail themselves of the exception contained in said Section 265(b)(3)(B) of the Code with respect to interest incurred to carry tax-exempt bonds. The Authority hereby covenants and agrees that it will not designate as “qualified tax-exempt obligations” more than \$10,000,000 in aggregate amount of obligations issued by the Authority, the City or any subordinate entity thereof during calendar year 2014. Notwithstanding other provisions of this section, the Authority and other related entities may issue obligations, provided that the issuance of such obligations do not disqualify the Revenue Note as “qualified tax-exempt obligations” as defined by Section 265(b)(3)(B) of the Code. The Authority hereby covenants and agrees with the purchasers of the Revenue Note to take such further actions and execute such documents and instruments as may be necessary or proper to carry out the intent of this Resolution, and/or as may be in furtherance of the issuance of the Revenue Note, and the Chairman (or Vice Chairman in the absence of the Chairman) is hereby authorized, empowered and directed to take such actions and execute such documents as may be deemed necessary or proper from time to time.

Section 5. Trust Indenture Subject to Revenue Note. The Trust Indenture dated as of June 20, 1972, as amended, creating the Authority is subject to the provisions of the Revenue Note.

Section 6. Ratification of Lease. The Authority hereby ratifies and confirms the Lease Agreement and Operation and Maintenance Contract by and between the City of Yukon, Oklahoma, and the Authority dated the 3rd day of October 1972, as amended, (the “Lease”) pertaining to the lease by the City to the Authority of its existing and after acquired water and sanitary sewer systems in order to enable the Authority to secure any obligations issued by the Authority by a pledge of its leasehold interest in such system, together with a pledge of revenues and proceeds derived from the operation thereof; and, it is agreed that the term of the Lease shall extend so long as the Revenue Note remains outstanding and unpaid.

Section 7. Finalization, Execution and Delivery of Documents Necessary for Issuance of the Revenue Note. The Chairman (or the Vice Chairman in the absence of the Chairman), is authorized and directed (i) to execute and deliver the Revenue Note to the Bank upon receipt of the purchase price therefor and to determine the final rate of interest applicable to the Revenue Note; (ii) to direct disbursement of the proceeds received from the Revenue Note, to include but not be limited to the payment of costs and expenses of issuance of the Revenue Note as set out in the Closing Order; and (iii) to finalize, modify, create, execute, record and file and deliver on behalf of the Authority all bond, securities, tax, security and related documents and certifications necessary to consummate issuance of the Revenue Note, and further to modify dates with respect to the Revenue Note and other instruments and to modify the name of the Revenue Note; and, the Secretary (or the Assistant Secretary in the absence of the Secretary) is authorized and directed to

provide all attestations and certifications necessary to consummate issuance of the Revenue Note; and, upon execution and delivery of all documents provided for or contemplated by this Resolution, the same shall be conclusively deemed authorized and approved by the Authority.

PASSED AND APPROVED the 21st day of October 2014.

TRUSTEES OF THE YUKON
MUNICIPAL AUTHORITY

Chairman

ATTEST:

Secretary

(SEAL)

STATE OF OKLAHOMA)
) SS:
COUNTY OF CANADIAN)

I, the undersigned, the duly qualified and acting Secretary of the Yukon Municipal Authority, hereby certify that the above and foregoing is a true, correct and complete copy of the Resolution duly adopted by the Trustees of said Authority and of the proceedings of the Authority in the adoption of said Resolution on the date therein set out as shown by the records of my office.

I further certify that in conformity with Title 25, Oklahoma Statutes 2011, Section 301-314, inclusive, as amended (the Oklahoma Open Meeting Act), and in conformity with Title 60 Oklahoma Statutes 2011, Section 176, et seq. (the Oklahoma Public Trust Act), notice of this meeting was given in conformity with the requirements of law.

WITNESS my hand and the seal of said Authority this 21st day of October 2014.

(SEAL)

Secretary

THE TRUSTEES OF THE YUKON MUNICIPAL AUTHORITY MET ON THE 21st DAY OF OCTOBER 2014, IN THE COUNCIL CHAMBERS OF THE CENTENNIAL BUILDING AT 12 S. 5TH ST., YUKON, OKLAHOMA, AT 7:00 P.M.

TRUSTEES PRESENT:

TRUSTEES ABSENT:

Notice of this meeting having been given in writing to the Clerk of the municipality as required by law and public notice of the agenda for same having been posted in prominent public view at the principal office of the Authority and at the location of said meeting, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(Other Proceedings)

THEREUPON, the Chairman introduced a Resolution, copies having been distributed to the Trustees, and upon motion by Trustee _____, seconded by Trustee _____, such Resolution was adopted by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

**Yukon City Council Minutes
October 7, 2014**

The Yukon City Council met in regular session October 7, 2014 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Grayson Bottom

The flag salute was given in unison.

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

OTHERS PRESENT:

Grayson Bottom, City Manager
Tammy Despain, Assistant City Manager
Mike Segler, City Attorney
Arnold Adams, Public Works Director
Gary Cooper, Information Technology Dir.
Jan Scott, Parks & Rec. Director
Jerome Brown, Information Technology
Bill Stover, Sanitation Director
Doug Shivers, City Clerk
Joe Davis, Acting City Engineer
Larry Mitchell, Economic Dev. Director
John Corn, Police Chief
Dana Deckard, Admin. Coordinator
Mitchell Hort, Development Services Dir.
Jenna Roberson, Public Info. Officer

Presentations and Proclamations

There were no Presentations or Proclamations.

Visitors

Jay Adams, Mayor of Mustang, stated he missed his Council Meeting in order to come speak to the City of Yukon. We have enjoyed our rivalry, but have a lot in common, such as; growth, good schools and water issues. We both have to buy water from Oklahoma City. Soon, Yukon will be looking at a resolution to move forward with COWRA and partnering with them to help to solve the issues. We accomplish more together than separately. He hopes to report to the City of Mustang that Yukon is a partner.

(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:

- D. The minutes of the regular meeting of September 02, 2014**
- E. The minutes of the regular meeting of September 16, 2014**
- F. Payment of material claims in the amount of \$577,546.38**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of September 02, 2014; the minutes of the regular meeting of September 16, 2014; and payment of material claims in the amount of \$577,546.38, was made by Trustee Yanda and seconded by Trustee Alberts.

The vote:

AYES: McEachern, Smith, Yanda, Alberts, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of September 16, 2014**
- B) The minutes of the Special meeting of September 26, 2014**
- C) Payment of material claims in the amount of \$706,836.07**
- D) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- E) Denial of Claim No. 139270-TW from Kasey Griffin, as recommended by the Oklahoma Municipal Assurance Group**
- F) Setting the date for the next regular Council meeting for October 21, 2014, 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 September 16, 2014; The minutes of the Special meeting of September 26, 2014; Payment of material claims in the amount of \$706,836.07; Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade; Denial of Claim No. 139270-TW from Kasey Griffin, as recommended by the Oklahoma Municipal Assurance Group; and Setting the date for the next regular Council meeting for October 21, 2014, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member McEachern and seconded by Council Member Russell.

The vote:

AYES: Russell, Yanda, McEachern, Smith, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

2. Reports of Boards, Commissions and City Officials –

Planning Commission – Larry Taylor, Chairman

Mr. Bottom introduced Larry Taylor, Chairman of the Planning Commission. Mr. Taylor stated the Planning Commission has had a lot of turnover this year and gave a list of the current members. He reviewed items received by the Council and stated most were upheld. He then reviewed what the committee does and provided their meeting schedule. Mr. Taylor mentioned the rezone of Legacy Lakes and is looking forward to working in new area. Mr. Taylor stated he started the Water Committee in 1995 and it is still working.

Mayor Smith commended Planning Commission for their diligence and work.

- 3. Consider approving an expenditure of funds, in an amount not to exceed \$38,880.00, to purchase two citEcars (15-passenger Electric Shuttle with roll down sides), to be paid from the Parks Administration Capital Improvement Fund, as requested by the Parks and Recreation Director**

The motion to approve an expenditure of funds, in an amount not to exceed \$38,880.00, to purchase two citEcars (15-passenger Electric Shuttle with roll down sides), to be paid from the Parks Administration Capital Improvement Fund, as requested by the Parks and Recreation Director, was made by Council Member Alberts and seconded by Council Member Yanda.

The vote:

AYES: Yanda, Alberts, Smith, Russell, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 4. Consider approving a Credit Card Present (CP) Merchant Agreement with Sage Payment Solutions, for a term of three (3) years, for the purpose of accepting credit/debit card payments for City Court services, as requested by the Technology Director**

The motion to approve a Credit Card Present (CP) Merchant Agreement with Sage Payment Solutions, for a term of three (3) years, for the purpose of accepting credit/debit card payments for City Court services, as requested by the Technology Director, was made by Council Member Russell and seconded by Council Member McEachern.

Council Member McEachern wanted more information. Mr. Bottom stated this is for the Courts system to keep their revenue separate. Mayor Smith stated this may help reduce outstanding warrants.

The vote:

AYES: Russell, Smith, Alberts, McEachern, Yanda

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 4a. Consider approving a Credit Card NOT Present (CNP) Merchant Agreement with Sage Payment Solutions, for a term of three (3) years, for the purpose of accepting credit/debit card payments for City Court services, as requested by the Technology Director**

The motion to approve a Credit Card NOT Present (CNP) Merchant Agreement with Sage Payment Solutions, for a term of three (3) years, for the purpose of accepting credit/debit card payments for City Court services, as requested by the Technology Director, was made by Council Member Alberts and seconded by Council Member McEachern.

The vote:

AYES: Alberts, McEachern, Yanda, Russell, Smith

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 5. Consider approving a Conditional Use Permit for Steve Woody, ERS Telecom Properties, for a 170 foot monopole cell tower, to provide Verizon Wireless and (3) additional carriers an antenna support structure located at West of W. Kali Ave. and North 11th Street, Yukon, as recommended by the Planning Commission**

The motion to approve a Conditional Use Permit for Steve Woody, ERS Telecom Properties, for a 170 foot monopole cell tower, to provide Verizon Wireless and (3) additional carriers an antenna support structure located at West of W. Kali Ave. and North 11th Street, Yukon, as recommended by the Planning Commission, was made by Council Member McEachern and seconded by Council Member Russell.

Joe Horn, 102 S. 5th, is against the tower. It is not needed and there is no cell phone ordinance. This could lead to proliferation of towers. Could use other existing verticality's and would like Verizon to prove it's needed.

Steve Woody, ERS Telecom Properties, stated he went through all the procedures. Towers need to be in specific places. Verizon is already on a water tank.

Mayor Smith asked if Mr. Woody is in a partnership with Verizon on this. Mr. Woody stated yes. Verizon looks to lease space on the tower. The ordinance states, if not in use for a certain time, it will come down. Mayor Smith asked why it went to the Board of Adjustment first and then passed to the Planning Commission. Mr. Woody stated he was following orders from the City's Administration. Mr. Hort stated historically it's a Planning Commission function, shouldn't have gone to Board of Adjustment. It was an accident it went to the Board of Adjustment.

Mayor Smith asked if 170 feet was the standard height. Mr. Woody stated 150 to 195 feet is typical. Council Member Yanda asked Mr. Hort if we had restrictions. Mr. Hort stated no, FAA does. Council Member Russell asked if this was just for Verizon. Mr. Hort stated it was designed for four other carriers. Council Member McEachern asked if any other candidates. Mr. Woody stated ATT, T-Mobile and Sprint are on hold. Verizon is expanding. Mayor Smith asked if Verizon has height requirements. Mr. Woody stated each is different. Council Member Alberts asked if this was the property cater-cornered from Loves and who owns it. Mr. Woody stated June W. Taylor Trust owns it, and it's a 50 year lease. Council Member Alberts asked how much they would be paid. Mr. Woody stated not something he could discuss. Mayor Smith asked if lease could be cancelled. Mr. Woody stated yes.

Council Member Alberts asked if we had a tower ordinance and how many towers are in town. Mr. Hort stated three towers and three water towers. Council Member Alberts expressed concerns about aesthetics on Main St. What else is 170 feet? Mr. Hort stated tower off Cornwell. Mayor Smith questioned using another tower that's already in place. Mr. Hort stated we give options of these locations, but they may not work. They can show you a map that shows where coverage is. Mr. Woody stated the maps are in his car. He discussed tower size and stated it is smaller than the Mill or Water Tower. Council Member Alberts questioned potential future use of the property. Mr. Hort stated you can see towers in other location. Council Member Alberts is concerned about future use. Mr. Hort stated staff and commission provided recommendation. Council Member Alberts is concerned about tower falling. Mr. Hort stated pole is designed to fall on itself; it is subject to City Engineer review. Council Member Alberts asked if Mr. Hort had met with the landowners. Mr. Hort stated no. Council Member Alberts asked if we need a cell tower ordinance. Mr. Hort stated we referred to the City Manager on that. Federal law can override ordinance, but we can require some requirements. Mr. Woody stated monopole design decreases wind load, engineered to withstand tornados. He can't find a modern design that has fallen in the USA. They are in nearly every community.

Council Member Alberts questioned Mr. Bottom as to the need for the tower. Mr. Bottom stated it is needed for coverage. There are gaps in our service, City uses Verizon. We will not notice tower in two months, area is not able to be readily developed. Council Member Alberts asked if the City had talked with the land owners. Mr. Bottom stated no. He would like to see item tabled and have owners clean up property. Mayor Smith clarified tabling vs. postponing. Council Member

Alberts stated if owners are to benefit, let's have owner cleanup for development. Mr. Woody asked for them to define clean up. Council Member Alberts stated remove trees. Mr. Bottom referred to a photo in his office and cleaning up of property to that standard. Council Member Alberts discussed size of trees. Mr. Segler stated to get back to motion, stay away from clean up. Mayor Smith stated could add conditions to permit. Mr. Segler stated yes, staff has received some conditions and this body could add more. Mayor Alberts asked Council Member McEachern to table. Mayor Smith questioned postponing it. Council Member Alberts stated to table is better for timeline.

Council Member McEachern amended motion to table, until next meeting. Council Member Alberts seconded.

The vote:

AYES: Smith, McEachern, Alberts, Russell, Yanda

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 6. Consider approving a request for acceptance of approving the off-site utility easement, from Crafton Tull, to serve Frisco Ridge Phase II, a tract of land situated within a portion of Government Lot 2 and the East Half (E/2) of the Northwest Quarter (NW/4) of Section Nineteen (19), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian (I.M.) in Yukon, Canadian County, Oklahoma, as recommended by the Planning Director**

The motion to approve a request for acceptance of approving the off-site utility easement, from Crafton Tull, to serve Frisco Ridge Phase II, a tract of land situated within a portion of Government Lot 2 and the East Half (E/2) of the Northwest Quarter (NW/4) of Section Nineteen (19), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian (I.M.) in Yukon, Canadian County, Oklahoma, as recommended by the Planning Director, was made by Council Member Alberts and seconded by Council Member Yanda.

The vote:

AYES: Yanda, Smith, Alberts, McEachern, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 6a. Consider approving a request for acceptance of approving the off-site utility easement, from Crafton Tull, to serve Frisco Ridge Phase II, a tract of land situated within a portion of Government Lot 2 and the East Half (E/2) of the Northwest Quarter (NW/4) of Section Nineteen (19), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian (I.M.) in Yukon, Canadian County, Oklahoma, as recommended by the Planning Director**

The motion to approve a request for acceptance of approving the off-site utility easement, from Crafton Tull, to serve Frisco Ridge Phase II, a tract of land situated within a portion of Government Lot 2 and the East Half (E/2) of the Northwest Quarter (NW/4) of Section Nineteen (19), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian (I.M.) in Yukon, Canadian County, Oklahoma, as recommended by the Planning Director, was made by Council Member Alberts and seconded by Council Member Russell.

The vote:

AYES: Russell, McEachern, Smith, Yanda, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 6b. Consider approving a request for acceptance of approving the off-site utility easement, from Crafton Tull, to serve Frisco Ridge Phase II, a tract of land situated within a portion of Government Lot 2 and the East Half (E/2) of the Northwest Quarter (NW/4) of Section Nineteen (19), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian (I.M.) in Yukon, Canadian County, Oklahoma, as recommended by the Planning Director**

The motion to approve a request for acceptance of approving the off-site utility easement, from Crafton Tull, to serve Frisco Ridge Phase II, a tract of land situated within a portion of Government Lot 2 and the East Half (E/2) of the Northwest Quarter (NW/4) of Section Nineteen (19), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian (I.M.) in Yukon, Canadian County, Oklahoma, as recommended by the Planning Director, was made by Council Member Yanda and seconded by Council Member McEachern.

The vote:

AYES: Yanda, McEachern, Russell, Alberts, Smith

NAYS: None

VOTE: 5-0

MOTION CARRIED

7. City Manager's Report – Information items only

A. Czech Fest Recap

B. Events Report

Mr. Bottom stated the City ordered the weather this year, last year was the Chamber. It was wonderful day at Czech Fest.

Parks and Recreation department is very active. Friday, October 17 is the Citizen's Tree Giveaway at the City Park at 5:30pm. There will be 100 trees available, but 1 per household. Also, there will be an outdoor movie, *Monsters University*, at the Jackie Cooper Gym at 8:30pm. Saturday, October 25 at the Yukon Community Center is Spooksville at 2:00pm, \$3 per person. Monday, October 27 is the Mummy and Son Masquerade at the Jackie Cooper Gym, \$3 in advance and \$4 at the door. Tuesday, October 28, is the Spooky Senior Social at the Dale Robertson Center at 5:30pm, \$3 per person.

8. New Business-None

9. Council Discussion

Council Member McEachern thanked Larry Taylor for report and Mr. Adams' update on Public Improvements. He also gave thoughts on the passing of Robert Schwaninger. He will be missed. He was one of the true American heroes.

Council Member Russell thanked the Mustang Mayor for his visit and water concern.

Council Member Yanda thanked all those who contributed to the success of the Czech Fest.

Council Member Alberts agrees with water conservation concerns. He also thanked those for the success of Czech Fest and the participants, as well. Also thanked the people involved in the remodel of the Centennial Building Chambers. It looks nice. He too gave sentiments about Bob Schwaninger.

Mayor Smith stated to conserve water in the meantime, as the City looks for additional sources.

10. Adjournment

Ken Smith, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	106,732.09
36	Sales Tax Claims		228,789.85
64	Special Revenue Fund		6,878.29
70	Water & Sewer Enterprise		150,465.91
71	Sanitation Enterprise		36,188.80
73	Storm Water Enterprise		2,726.91
74	Grant Fund		10,432.50
			<hr/>
		\$	542,214.35
			<hr/> <hr/>

The above foregoing claims have been passed and approved this 21st day of October 2014 by the Yukon City Council.

Doug Shivers, City Clerk

Ken Smith, Mayor

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101		LEGISLATIVE				
15-59418	01-00102	City of Yukon (BankOne)FIN	Study Session Dinner	10/2014	JerseyMikes10/7/14	152.89
15-59419	01-00102	City of Yukon (BankOne)FIN	copy paper	10/2014	Staples 7125303812	242.45
			office supplies	10/2014	Staples 7125303812	12.38
15-59420	01-1	CDS Muery	boundary survey	10/2014	C 1410002	2,800.00
15-59330	01-15440	Frontier Country	Advertising-Travel Guide	10/2014	7391	7,900.00
15-59054	01-31681	Metro Family	Advertising	10/2014	MFML3874	1,100.00
15-59430	01-62200	Yukon Chamber of Commerce	sponsor-Legislat.Luncheon	10/2014	9155	100.00
15-59431	01-62900	Yukon Review Inc.	display ad-CzechFestival	10/2014	YR81111	1,512.00
15-59432	01-62900	Yukon Review Inc.	display ad-CzechFestival	10/2014	YR81217	756.00
15-59333	01-63050	Yukon Trophy & Awards, Inc.	Yukon Logo-City Hall	10/2014	1014150	60.00
15-59334	01-63050	Yukon Trophy & Awards, Inc.	Installation charges	10/2014	1014164	65.00
DEPARTMENT TOTAL:						14,700.72
DEPARTMENT: 102		ADMINISTRATION				
15-59172	01-00101	City of Yukon (BankOne)ADM	Travel Expenses	9/2014	OML 09-24-14	6.00
15-58149	01-41440	ProStar Service-Oklahoma	Coffee Service	9/2014	130411	65.90
			Coffee Service	10/2014	132078	18.43
15-59427	01-47660	Shred-it Oklahoma	Doc.destruction	9/2014	9404256680	9.52
15-59171	01-70950	Tammy DeSpain	reimb Travel Expenses	9/2014	09-24-14	26.00
DEPARTMENT TOTAL:						125.85
DEPARTMENT: 103		INSURANCE				
15-59438	01-45005	DCAM Risk Management	Fire Veh. Liab.Ins	9/2014	5520159001901	742.00
DEPARTMENT TOTAL:						742.00
DEPARTMENT: 104		FINANCE				
15-59419	01-00102	City of Yukon (BankOne)FIN	office supplies	10/2014	Staples 7125303812	19.99
15-59427	01-47660	Shred-it Oklahoma	Doc.destruction	9/2014	9404256680	3.17
DEPARTMENT TOTAL:						23.16

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 105 CITY CLERK						
			Doc.destruction	9/2014	9404256680	3.17
DEPARTMENT TOTAL:						3.17
DEPARTMENT: 106 FIRE DEPARTMENT						
15-58826	01-00105	City of Yukon (BankOne)FD	Ellington-patches	9/2014	S&STextiles 38184	20.00
15-58856	01-00105	City of Yukon (BankOne)FD	community Coffee 10/10	10/2014	Sniders 3288	900.00
15-59167	01-00105	City of Yukon (BankOne)FD	nylon rope,cutters	9/2014	Ace 09-25-14	124.86
15-59314	01-00105	City of Yukon (BankOne)FD	flowers for Station 1	10/2014	Precure 10-07-14	69.96
15-59316	01-00105	City of Yukon (BankOne)FD	Long-shorts & hats	8/2014	S&STextiles 38089	156.00
15-59318	01-00105	City of Yukon (BankOne)FD	flowers for funeral	10/2014	Neal&Jean 32718	82.13
15-59206	01-50705	TRI Air Testing, Inc.	Air testing supplies	9/2014	R79281	477.00
15-59175	01-90112	Alert-all Corp.	Fire Prevention Items	9/2014	214091052	1,300.00
DEPARTMENT TOTAL:						3,129.95
DEPARTMENT: 107 POLICE DEPARTMENT						
15-58612	01-00111	City of Yukon (BankOne)PD	Cunningham uniforms	9/2014	Baysinger 94179	79.98
15-58613	01-00111	City of Yukon (BankOne)PD	Walker uniforms	9/2014	Baysinger 94179	74.99
15-58614	01-00111	City of Yukon (BankOne)PD	Frame uniforms	9/2014	Baysinger 94179	119.98
15-58984	01-00111	City of Yukon (BankOne)PD	animal food	10/2014	Walmart 05035	59.94
15-59076	01-00111	City of Yukon (BankOne)PD	ammo for new hires	10/2014	Ammo2Go 500502464	1,231.75
15-59078	01-00111	City of Yukon (BankOne)PD	Railroad ties for range	10/2014	Lifetime 0032458	1,412.50
15-59135	01-00111	City of Yukon (BankOne)PD	prisoner meals	10/2014	Walmart 05240	7.94
15-58781	01-22462	Integris Employee Health	Pension Physicals	10/2014	2014-18608	1,900.00
15-59289	01-36200	OK Association of Chiefs	Corn membership dues	10/2014	10-01-14	75.00
15-59288	01-36720	OK Dept of Public Safety	OLETS user fee-Sep14	10/2014	04-1502668	350.00
15-59178	01-41440	ProStar Service-Oklahoma	filter change	9/2014	130425	125.85
15-59179	01-41440	ProStar Service-Oklahoma	coffee service	9/2014	131566	137.40
15-59355	01-45680	Shawn Roberson, PHD	Cawhorn psychological	9/2014	09-13-14	400.00
15-58615	01-48410	Special Ops Uniforms, Inc	Rushing hat	10/2014	221716	130.97
15-59067	01-48410	Special Ops Uniforms, Inc	Lemmings baton	9/2014	221530	137.99
15-59224	01-48410	Special Ops Uniforms, Inc	Patterson duty belt	10/2014	221720	82.99
15-58521	01-48845	Stitch Design	Records shirts	9/2014	27588	236.00
15-59287	01-57776	West Yukon Animal Hospita	vet services	9/2014	09-30-14	84.00
15-58878	01-75785	James Michael Stilley	reimb for boots	10/2014	LAPG-2349616	100.00
DEPARTMENT TOTAL:						6,747.28

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 108 STREET DEPARTMENT						
15-57903	01-00180	City of Yukon (BankOne)PW	emulsion for patcher	10/2014	VanceBros 074770	561.00
15-58721	01-00180	City of Yukon (BankOne)PW	traffic control devices	10/2014	ActioSafety 190129	3,800.00
15-58884	01-00180	City of Yukon (BankOne)PW	3/8" washout	10/2014	ZumMallen 1762	1,237.25
15-59099	01-00180	City of Yukon (BankOne)PW	Clothing - J Wavada	10/2014	Langstons 29933	94.91
			Clothing - J Wilson	10/2014	Langstons 29934	94.91
			Clothing D Buller	10/2014	Langstons 29378	94.88
			Clothing - J Rodrigu	10/2014	Langstons 29935	97.91
15-59276	01-00180	City of Yukon (BankOne)PW	nuts and bolts	10/2014	Lowe's 02796	14.00
			nuts and bolts	10/2014	Lowe's 02812	2.64
15-59310	01-30600	Lowe's Companies, Inc.	dewalt drill	10/2014	08770	132.05
15-58961	01-90200	Bill Frank's Trucking	rock salt	10/2014	78722	3,984.00
DEPARTMENT TOTAL:						10,113.55
DEPARTMENT: 109 MUNICIPAL COURT						
15-59429	01-58115	Wheatley Segler Osby & MillMunProsecution-Sep14		10/2014	14989	1,692.27
15-59164	01-63050	Yukon Trophy & Awards, Inc.	Window/Door Lettering	10/2014	1014148	115.00
DEPARTMENT TOTAL:						1,807.27
DEPARTMENT: 110 EMERGENCY MANAGEMENT						
15-59225	01-00125	City of Yukon (BankOne)EM	Shirts-Frosty Peak	9/2014	StitchDes 09-13-14	90.00
15-59298	01-00125	City of Yukon (BankOne)EM	Ship drawdown #28	10/2014	USPS 312127828	7.60
DEPARTMENT TOTAL:						97.60
DEPARTMENT: 111 TECHNOLOGY						
15-59213	01-00123	City of Yukon (BankOne)TEC	HP Ink	9/2014	Quill 6577443	121.99
			HP Ink	9/2014	Quill 6577464	293.97
15-59215	01-00123	City of Yukon (BankOne)TEC	Plexar Service-SP'14	9/2014	ATT 09-21-14	536.94
15-59320	01-00123	City of Yukon (BankOne)TEC	Auction Fees SP'14	9/2014	PubSurp 583999	381.80
15-59322	01-00123	City of Yukon (BankOne)TEC	Internet/Cable Srvc	9/2014	Cox 09-17-14	2,470.06
15-59325	01-00123	City of Yukon (BankOne)TEC	Iphone 5 Case	10/2014	Staples 32300	99.98
			Wireless Keyboard	10/2014	Staples 32300	49.99
			Diamnd HD 6450	10/2014	Staples 32300	79.99
15-59394	01-00123	City of Yukon (BankOne)TEC	Tower Heater	10/2014	Amazon 10-15-14	54.83
15-59395	01-00123	City of Yukon (BankOne)TEC	Air filter for projector	10/2014	Medtronix 10-01-14	38.00
15-59014	01-05490	CDW Government Inc.	Barracuda Renewal	9/2014	PT48070	4,199.94
15-58671	01-06550	Clifford Power Systems, Inc	Generator Maint Agreement	10/2014	PMA-0006911	816.00
15-59214	01-06710	Coast To Coast Computer	ProHP Ink	10/2014	A1230718	653.00
15-59343	01-06710	Coast To Coast Computer	ProHP Ink	10/2014	1233974	396.00
15-59216	01-06905	Cox System Technology	Cellular Cards	9/2014	50166	1,589.41
15-58809	01-18230	Harris Corporation PSPC	HTAE7C Radio Microphone	9/2014	93183907	127.98
15-59326	01-30600	Lowe's Companies, Inc.	replacement boards	10/2014	01752	18.39
15-59324	01-48885	Superior Office Systems	Copier Rental Charge	10/2014	6581	2,075.00
			Per Page Copy Charge	10/2014	6581	837.42
15-59218	01-72890	Rhonda Massey	Mileage Reimbursment	10/2014	Sept '14	24.08
DEPARTMENT TOTAL:						14,864.77

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 112 DEVELOPMENT SERVICES						
15-59125	01-00107	City of Yukon (BankOne)CMD	Office Supplies	10/2014	Staples 7125479545	151.96
15-59354	01-00107	City of Yukon (BankOne)CMD	Garage Stakes	10/2014	Lowes 95970	398.40
15-58725	01-25500	JVH Marketing	Shirts-C.DeCassios	10/2014	10114DEV	130.50
15-59290	01-41440	ProStar Service-Oklahoma	Coffee	9/2014	130412	65.90
15-59353	01-47660	Shred-it Oklahoma	document destruction	9/2014	9404256679	9.52
15-59293	01-48371	SW Construction Codes	Code updates for staff	10/2014	10-13-14	460.00
15-59294	01-70940	Charlie DeCassios	License Reimbursement	10/2014	358859	35.00
15-59445	01-76390	Cara Wheeler	Mileage Reimbursement	10/2014	Oct '14	6.66
15-59292	01-91509	OK Building Inspectors	Training seminar-Blalock	10/2014	10-22-14	130.00
DEPARTMENT TOTAL:						1,387.94
DEPARTMENT: 113 LIBRARY						
15-58801	01-00108	City of Yukon (BankOne)LIB	Postage for ILL & Stamps	10/2014	USPS 450A	36.24
			Postage for ILL & Stamps	10/2014	USPS 335	38.34
15-59341	01-00108	City of Yukon (BankOne)LIB	parts-repair Air cond.	10/2014	Locke 24212103-00	94.83
15-59161	01-08550	Demco, Inc.	Materials Processing supp	10/2014	5418831	145.16
15-59163	01-13865	Follett School Solutions, I	Bar Codes	10/2014	1152161	500.52
15-58069	01-47660	Shred-it Oklahoma	Document Destruction	9/2014	9404256619	9.52
15-59097	01-63050	Yukon Trophy & Awards, Inc.	Replace Logo on Front Win	10/2014	1014149	95.00
DEPARTMENT TOTAL:						919.61
DEPARTMENT: 114 PROPERTY MAINTENANCE						
15-59351	01-00101	City of Yukon (BankOne)ADM	Parts for ceiling fans	10/2014	Locke 24196899-00	144.93
15-59423	01-06750	Clearwater Enterprises, LLC	SrvCity Bldgs-09/14	10/2014	84761409	513.56
15-59424	01-37200	OK Gas & Electric	Srvc-Comb.Bill-Sep14	10/2014	10/09/14	37,321.97
15-59425	01-37200	OK Gas & Electric	Service-951 Industrial	10/2014	10/10/14 951 Indus	45.73
15-59433	01-37200	OK Gas & Electric	Service-550SYukonPkw	10/2014	10/08/14 550 S Yuk	562.29
15-59426	01-37600	OK Natural Gas Co	Srvc-CombinedBilling	10/2014	10/01/14	1,259.24
15-59434	01-37600	OK Natural Gas Co	Service-100 S Ranchw	10/2014	10/07/14 100 S Ran	162.88
15-59435	01-37600	OK Natural Gas Co	Service-1000 E Main	10/2014	10/07/14 1000 E Ma	178.63
15-59436	01-37600	OK Natural Gas Co	Service-4900Wagner	10/2014	10/07/14 4900 Wagn	28.75
15-59437	01-37600	OK Natural Gas Co	Service-951 Industri	10/2014	10/07/14 951 Indus	103.90
15-59332	01-63050	Yukon Trophy & Awards, Inc.	Yukon Logo-Prop Maint	10/2014	1014165	55.00
DEPARTMENT TOTAL:						40,376.88

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 115		HUMAN RESOURCES				
15-59284	01-00117	City of Yukon (BankOne)HR	decor-Health Fair	9/2014	PartyGalax 9-30-14	65.35
			water,bags-HealthFai	10/2014	Walmart 03658	13.48
			lunch-Health Fair	10/2014	JerseyMike 10-2-14	274.87
15-59372	01-01005	5 Star Compliance Testing,	Drug Testing	9/2014	348	35.00
			Drug Testing	9/2014	349	35.00
			Drug Testing	9/2014	350	35.00
			Drug Testing	9/2014	351	35.00
			Drug Testing	9/2014	352	35.00
			Drug Testing	9/2014	353	35.00
			Drug Testing	9/2014	354	35.00
			Drug Testing	9/2014	355	35.00
			Drug Testing	9/2014	356	35.00
			Drug Testing	9/2014	357	35.00
			Drug Testing	9/2014	363	35.00
			Drug Testing	9/2014	374	35.00
			Drug Testing	9/2014	402	315.00
			Drug Testing	9/2014	417	35.00
			Drug Testing	9/2014	429	35.00
15-59285	01-05360	Canadian Cty Health Dept	hep shots	9/2014	09-30-14	70.00
15-59349	01-31420	McBride Orthopedic	Non DOT Drug Test	10/2014	6556	81.00
			Non DOT Physical	10/2014	6556	30.00
			DOT Drug Test	10/2014	6556	30.00
			DOT physical	10/2014	6556	90.00
15-59427	01-47660	Shred-it Oklahoma	Doc.destruction	9/2014	9404256680	3.18
DEPARTMENT TOTAL:						1,462.88
DEPARTMENT: 116		PARK ADMINISTRATION				
15-58798	01-00110	City of Yukon (BankOne)REC	concert food/ frames	9/2014	Walmart 08021	19.48
			concert food/ frames	10/2014	Walmart 04952A	41.78
15-59079	01-00110	City of Yukon (BankOne)REC	parking lot lighting	10/2014	Locke 24142729-00	600.00
15-59221	01-00110	City of Yukon (BankOne)REC	event/Candy supplies	9/2014	HobLob 09-30-14	4.89
			event/Candy supplies	9/2014	MTM 71759	25.50
			event/Candy supplies	10/2014	Walmart 03796	71.52
15-58215	01-07390	Crosslands A & A Rent-All	Sporta potties	7/2014	54313.3.10	389.00
			porta potties	7/2014	19400.17.42	63.00
			porta potties	7/2014	24789.16.38	126.00
			porta potties	7/2014	19400.18.44	63.00
			porta potties	7/2014	19400.19.46	63.00
			porta potties	7/2014	24789.13.32	126.00
			porta potties	7/2014	24789.14.34	126.00
			porta potties	7/2014	54313.4.12	194.50-
			porta potties	8/2014	24789.17.40	126.00
			porta potties	8/2014	19400.20.48	63.00
15-59109	01-07390	Crosslands A & A Rent-All	Sporta potties	7/2014	24789.15.36	126.00
			porta potties	7/2014	38739.8.22	63.00
			porta potties	7/2014	38739.9.24	63.00
			porta potties	7/2014	53667.2.6	126.00

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 116		PARK ADMINISTRATION				
			porta potties	7/2014	53667.3.8	126.00
			porta potties	7/2014	53667.4.11	126.00
			porta potties	7/2014	53667.5.13	126.00
			porta potties	7/2014	54313.2.6	189.00
			porta potties	7/2014	55832.2.6	200.00
			porta potties	7/2014	39094.4.13	252.00-
15-59223	01-07390	Crosslands A & A Rent-All	Sporta potties	7/2014	55832.1.4	275.00
			porta potties	8/2014	53667.6.15	126.00
			porta potties	8/2014	67158.1.4	161.00
			porta potties	8/2014	68119.1.2	60.00
			porta potties	9/2014	68119.1.3	233.00
15-59275	01-07390	Crosslands A & A Rent-All	Sporta potties	9/2014	24789.18.42	252.00
			porta potties	9/2014	53667.7.17	126.00
			porta potties	9/2014	67158.2.6	126.00
			porta potties	9/2014	69496.1.4	100.00
			porta potties	9/2014	70061.1.4	312.00
15-59200	01-57380	Irv Wagner	Trombone Quartet	9/2014	09-27-14	850.00
15-59164	01-63050	Yukon Trophy & Awards, Inc.	Window/Door Lettering	10/2014	1014148	57.50
DEPARTMENT TOTAL:						5,285.17
DEPARTMENT: 117		PARK MAINTENANCE				
15-58001	01-00110	City of Yukon (BankOne)REC	cord for stage	10/2014	Locke 24171857-00	21.32
15-59210	01-00110	City of Yukon (BankOne)REC	flat of pansies	9/2014	Lowe's 19431	41.80
			flat of pansies	9/2014	UnderSun 09-30-14	449.77
15-59220	01-30600	Lowe's Companies, Inc.	flowers	8/2014	19004	121.96
			flowers	9/2014	46697	8.51
			flowers	10/2014	01166	85.56
			flowers	10/2014	01868	49.71
			flowers	10/2014	01168	55.20
			flowers	10/2014	1166	85.56-
DEPARTMENT TOTAL:						748.27

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 118		RECREATION FACILITIES				
15-58505	01-00110	City of Yukon (BankOne)REC	food for lunch	9/2014	Buy4Less 09-26-14	39.65
			food for lunch	9/2014	Buy4Less 09-09-14	4.31
15-58865	01-00110	City of Yukon (BankOne)REC	food for RAC	9/2014	Buy4Less 09-26-14	9.35
			food for RAC	9/2014	Buy4Less 09-26-14	21.90
15-58868	01-00110	City of Yukon (BankOne)REC	Family Camp supplies	9/2014	Walmart 03767A	186.07
15-59032	01-00110	City of Yukon (BankOne)REC	white marking paint	9/2014	BSN 5734236	63.00
15-59079	01-00110	City of Yukon (BankOne)REC	parking lot lighting DRC	10/2014	Locke 24142729-00	847.00
15-59115	01-00110	City of Yukon (BankOne)REC	Remote for Bus lift RAC	10/2014	Ross 13243	192.00
15-59150	01-00110	City of Yukon (BankOne)REC	parent night out supplies	10/2014	Walmart 04087	81.99
15-59219	01-00110	City of Yukon (BankOne)REC	JCG Light/building	9/2014	Locke 24104711-00	16.68
15-59247	01-00110	City of Yukon (BankOne)REC	food for cooking class	10/2014	Walmart 07404	156.30
15-59271	01-00110	City of Yukon (BankOne)REC	DRC Halloween Deco	10/2014	HobLob 10-06-14	100.50
			DRC Halloween Deco	10/2014	Target 10-06-14	15.44
			DRC Halloween Deco	10/2014	Ace 872647	23.56
			DRC Halloween Deco	10/2014	HobLob 10-06-14	42.45
15-59148	01-30600	Lowe's Companies, Inc.	storage	10/2014	01383	140.24
15-59190	01-48910	Sysco Oklahoma	food for RAC	9/2014	605300894	1,966.35
15-59110	01-53450	United Linen - Uniform Re	linens for RAC/YCC	9/2014	1754652	69.56
			linens for RAC/YCC	10/2014	1762773	69.67
15-59274	01-90113	aFORDable Designs	facepainting Mummy & Son	10/2014	204	150.00
DEPARTMENT TOTAL:						4,196.02
FUND TOTAL:						106,732.09

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501 SALES TAX CAPITAL IMPROV						
15-59291	01-00107	City of Yukon (BankOne)CMD	Electrical parts	7/2014	Locke 23602835-01	71.52
15-59352	01-00107	City of Yukon (BankOne)CMD	Lights & Equipment	10/2014	OKWinnelso 10-9-14	455.80
15-59040	01-00111	City of Yukon (BankOne)PD	electrical supplies	9/2014	Locke 24080180-00	412.47
			electrical supplies	9/2014	Locke 24086214-00	421.16
15-59041	01-00111	City of Yukon (BankOne)PD	metal skirting	10/2014	Mueller 4131101	456.01
15-59060	01-00111	City of Yukon (BankOne)PD	hitches for bike team	9/2014	J&I 070104	378.00
15-59117	01-00123	City of Yukon (BankOne)TEC	Cat5E Cables	9/2014	CDW-G PR52006	844.34
			Cat5E Cables	10/2014	CDW-G PT72865	37.86
15-59249	01-00123	City of Yukon (BankOne)TEC	HiTi P510K printer	10/2014	ImagSpec 0295647	995.00
15-59250	01-00123	City of Yukon (BankOne)TEC	PA System & Accessories	10/2014	Guitar S18092865	1,798.93
15-59321	01-00123	City of Yukon (BankOne)TEC	People Counter for Lib	10/2014	Sensource 25627	652.05
15-59323	01-00123	City of Yukon (BankOne)TEC	Booth Printer Case	10/2014	Odyssey B154189	485.08
15-59193	01-00136	City of Yukon (BankOne)ED	Main Street paper supplie	9/2014	Walmart 08107	27.33
15-58885	01-00180	City of Yukon (BankOne)PW	1" curb stops	10/2014	OKContr 0534575	750.00
			teflon sealant	10/2014	OKContr 0534575	15.00
			3" long meter spuds	10/2014	OKContr 0534575	280.00
			6x1 saddle	10/2014	OKContr 0534575	900.00
			8x1 saddle	10/2014	OKContr 0534575	490.00
15-59074	01-00180	City of Yukon (BankOne)PW	paint striper	10/2014	PMSI I0158707	5,390.00
			yellow paint	10/2014	PMSI I0158707	380.00
15-59157	01-00180	City of Yukon (BankOne)PW	meters and parts	9/2014	OKContr 0534514	9,319.00
15-58093	01-01311	Allied Glass, Inc.	Door replacement	10/2014	00034421	19,224.27
15-58282	01-04450	Brodart	Standing Order Books	9/2014	B3638449	9.74
			Standing Order Books	9/2014	B3660373	21.68
			Standing Order Books	9/2014	B3668049	11.39
			Standing Order Books	9/2014	B3632997	13.40
			Standing Order Books	9/2014	B3649706	13.40
			Standing Order Books	9/2014	B3660372	12.68
			Standing Order Books	10/2014	B3674374	10.34
			Standing Order Books	10/2014	B3682180	14.16
15-58318	01-04450	Brodart	Adult Fiction/non fiction	9/2014	B3660367	50.64
			Adult Fiction/non fiction	10/2014	B3682176	31.35
15-58367	01-04450	Brodart	Children's Fiction/non fi	9/2014	B3660368	15.08
			Children's Fiction/non fi	10/2014	B3682177	54.81
15-58804	01-04450	Brodart	Children's Fiction/non fi	10/2014	B3682178	180.23
15-59162	01-04450	Brodart	Adult Standing Order	9/2014	B3660366	20.58
			Adult Standing Order	10/2014	B3682179	52.16
			Adult Standing Order	10/2014	B3674373	17.96
			Adult Standing Order	10/2014	B3682175	10.29
15-59421	01-05642	The Center for Economic	Consult-PotentialFriscoPr	10/2014	11052	2,515.90
15-58858	01-40840	Presidio Networked	Cisco Infrastructure Upgr	9/2014	40446377	6,157.25
			Cisco Infrastructure Upgr	9/2014	40446836	71,912.50
			Cisco Infrastructure Upgr	9/2014	40447043	575.64
			Cisco Infrastructure Upgr	10/2014	40450313	48,933.50
			Cisco Infrastructure Upgr	10/2014	40450769	3,550.60
			Cisco Infrastructure Upgr	10/2014	22406294	6,045.04
15-59045	01-40840	Presidio Networked	SURT10000RMXLT6U	9/2014	40448853A	5,036.90
			SURT192RMXLBP3U	9/2014	40448853A	950.40

FUND: 36 - ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501		SALES TAX CAPITAL IMPROV				
			AP9571A	9/2014	40448853A	184.80
15-58859	01-46440	Salazar Roofing	CH remodel-new conf room	9/2014	1000011475	800.00
15-59256	01-90602	Floor Gallery	vinyl repair-new CH conf	10/2014	15303	300.00
15-58190	01-90906	Industrial Truck & Equipmen	Ladder 1 repaint/strip	9/2014	9264	26,981.20
15-58644	01-92008	Tangent Computer	VDI Server Appliance	10/2014	CIYU004	5,194.26
15-59248	01-92011	Triple AAA Soda Co.	Rt. 66 pop for MS booth	10/2014	971	156.00
DEPARTMENT TOTAL:						223,617.70
DEPARTMENT: 502		Economic Development				
15-59212	01-00136	City of Yukon (BankOne)ED	ICSC Dallas, TX reg-LM	9/2014	ICSC 09-30-14	270.00
15-59295	01-00136	City of Yukon (BankOne)ED	office supplies for YEDA	10/2014	Staples 7125146938	82.65
15-59257	01-04570	Butzer Gardner Architects	Prof. services to 09/16	10/2014	13.21-2	4,683.50
15-59194	01-63050	Yukon Trophy & Awards, Inc.	updated YEDA window decal	10/2014	1014153	136.00
DEPARTMENT TOTAL:						5,172.15
FUND TOTAL:						228,789.85

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 123 SPECIAL EVENT REVENUE						
15-59350	01-00101	City of Yukon (BankOne)	ADM Decoration City Hall	9/2014	K&K 0001125059	41.40
15-59245	01-63050	Yukon Trophy & Awards, Inc.	Banner Grommets	9/2014	914354	25.00
DEPARTMENT TOTAL:						66.40
DEPARTMENT: 128 PARK & EVENTS SPEC REVENUE						
15-59260	01-06100	Chester the Clown & Crew, I	Spooksville Carnival	9/2014	09-30-14	360.00
DEPARTMENT TOTAL:						360.00
DEPARTMENT: 144 LIBRARY STATE AID						
15-58366	01-00108	City of Yukon (BankOne)	LIB Program Supplies	10/2014	Gymboree 10-11-14	12.00
DEPARTMENT TOTAL:						12.00
DEPARTMENT: 146 LIBRARY GRANT REVENUE						
15-58482	01-04450	Brodart	Children's Books- Series	9/2014	B3642726	51.95
			Children's Books- Series	9/2014	B3668048	19.48
DEPARTMENT TOTAL:						71.43
DEPARTMENT: 165 FIRE DEPT SPECIAL REVENUE						
15-59315	01-53450	United Linen - Uniform Re	table cloths-event at DRC	11/2014	S1764909	55.00
DEPARTMENT TOTAL:						55.00
DEPARTMENT: 167 POLICE DEPT SPECIAL REVENUE						
15-58712	01-00111	City of Yukon (BankOne)	PD concrete pad	9/2014	Schwarz 125587	1,641.46
15-59103	01-90207	Brooks Industries	2 new ice machines	9/2014	1032109-IN	4,672.00
DEPARTMENT TOTAL:						6,313.46
FUND TOTAL:						6,878.29

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201 WATER DISTRIBUTION						
15-57898	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	10/2014	Napa 581164	18.22
15-57899	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	9/2014	OReily 0343-437101	77.94
15-58585	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	9/2014	Ace 872607	5.89
15-58997	01-00180	City of Yukon (BankOne)PW	copper cutter	10/2014	HDSupply D072344	70.00
15-59004	01-00180	City of Yukon (BankOne)PW	3/4" meters	10/2014	HDSupply D015229	900.00
			7"/10" resetters	10/2014	HDSupply D015229	1,640.00
15-59087	01-00180	City of Yukon (BankOne)PW	Clothing - R Marr	9/2014	Langstons 29326	100.00
			Clothing - N Ramsey	10/2014	Langstons 29514	100.00
			Clothing - J Jones	10/2014	Walmart 01192	96.72
			Clothing - S Green	10/2014	Walmart 03443	75.42
			Clothing - B Hood	10/2014	Walmart 04169A	99.01
			Clothing - R Ford	10/2014	Walmart 04170	99.60
			Clothing - J Lacefie	10/2014	Walmart 06968	100.00
			Clothing - M Reed	10/2014	Walmart 03807	100.00
15-59122	01-00180	City of Yukon (BankOne)PW	y ;plug	10/2014	J&REquip 26466	351.50
			lifitng loop, freigt	10/2014	J&REquip 26466	62.92
15-59211	01-00180	City of Yukon (BankOne)PW	5-30 eng oil	10/2014	Fentress 695593	81.72
15-59338	01-00180	City of Yukon (BankOne)PW	toll fees for Sep 2014	10/2014	PikePass 10-01-14	3.90
15-59182	01-39550	Paul Penley Oil Company,	Inunleaded fuel	9/2014	0104439-IN	889.07
			diesel fuel	9/2014	0104439-IN	190.54
15-58528	01-90209	BAKERCORP	temp water line	10/2014	1467541-0001	2,132.04
DEPARTMENT TOTAL:						7,194.49
DEPARTMENT: 202 UTILITY BILLING						
15-58999	01-00180	City of Yukon (BankOne)PW	tires, fees	9/2014	Goodye 255-1003292	266.50
15-59211	01-00180	City of Yukon (BankOne)PW	5-30 eng oil	10/2014	Fentress 695593	68.10
15-59018	01-07900	Custom Printing	Cut off Door Hangers	9/2014	135347	360.00
15-59283	01-31800	Mgmt and Enterprise Service	August 2014	9/2014	PC00002941	1,578.00
15-59182	01-39550	Paul Penley Oil Company,	Inunleaded fuel	9/2014	0104439-IN	578.53
DEPARTMENT TOTAL:						2,851.13
DEPARTMENT: 203 TREATMENT AND SUPPLY						
15-59415	01-06775	Commissioners of the Land O	Jul-Sep'14 well rent	9/2014	Jul-Sep'14	1,438.79
15-59413	01-19016	Higdon Family Trust	Jul-Sep'14 well rent	9/2014	Jul-Sep '14	27.32
15-59414	01-28930	Leonhart Resources, LLC	Jul-Sep'14 well rent	9/2014	Jul-Sep'14	27.32
15-59416	01-37650	OKC Airport Trust	Jul-Sep'14 well rent	9/2014	Jul-Sep'14	24,374.90
15-59428	01-55800	Veolia Water North America	Service for Oct '14	10/2014	00041871	92,291.81
15-59308	01-57420	Waste Connections of Oklaho	landfill fees for Sept 14	9/2014	20013	1,304.13
15-59280	01-57425	Waste Connections of Oklaho	hauling for Sept 14	10/2014	1430402	660.00
15-59417	01-58145	Estate of Clay Wilson	Jul-Aug-Sep'1 land rent	9/2014	Jul-Sep '14	266.49
DEPARTMENT TOTAL:						120,390.76

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 204		FLEET MAINTENANCE				
15-57898	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	9/2014	Napa 579976	161.74
			parts to repair vehicles	10/2014	Napa 580620	132.18
			parts to repair vehicles	10/2014	Napa 581164	118.74
15-57899	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	9/2014	OReily 0343-436948	483.67
			parts to repair vehicles	10/2014	OReily 0343-437473	112.25
			parts to repair vehicles	10/2014	OReily 0343-439240	102.39
			credit	10/2014	OReily 0343-437536	104.99-
15-57904	01-00180	City of Yukon (BankOne)PW	CNG fuel for vehicles	10/2014	OnCue 6039	22.57
			CNG fuel for vehicles	10/2014	Loves 59736	29.90
			CNG fuel for vehicles	10/2014	Loves 64848	29.29
15-57905	01-00180	City of Yukon (BankOne)PW	oil, lubricants, silicone	10/2014	Napa 580374	18.58
15-58585	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2014	Goodye 255-1003085	52.26
			parts to repair vehicles	8/2014	LuberBros 00149225	174.01
			parts to repair vehicles	9/2014	Goodye 255-1003293	127.22
			parts to repair vehicles	9/2014	JoeCooper 545411C	50.00
			parts to repair vehicles	9/2014	ProTurf 1274903-00	72.88
			parts to repair vehicles	10/2014	CNH 144962	103.38
			parts to repair vehicles	10/2014	Hercules 626684	16.90
			parts to repair vehicles	10/2014	LuberBros 00150186	356.38
			parts to repair vehicles	10/2014	Ace 872638	6.57
			parts to repair vehicles	10/2014	LuberBros 00150275	193.46
			parts to repair vehicles	10/2014	JoeCooper 75436Y	154.40
			parts to repair vehicles	10/2014	Hercules 327023	224.69
			parts to repair vehicles	10/2014	Conrad 494264	164.65
15-58999	01-00180	City of Yukon (BankOne)PW	tires, fees	9/2014	Goodye 255-1003292	254.44
15-59086	01-00180	City of Yukon (BankOne)PW	Clothing - G Smith	9/2014	Langstons 28868	150.00
			Clothing - N Kammerz	9/2014	Langstons 28790	100.00
			Clothing - S Aldrich	9/2014	Langstons 28791	99.94
15-59143	01-00180	City of Yukon (BankOne)PW	parts for weed eaters	10/2014	SmithF&G 519764	269.65
			parts for weed eaters	10/2014	SmithF&G 519765	389.64
			parts for weed eaters	10/2014	SmithF&G 519766	130.92
15-59145	01-00180	City of Yukon (BankOne)PW	p235/55r17 -4908	9/2014	Goodye 255-1003290	221.62
			p265/60r17 - 7622	9/2014	Goodye 255-1003290	508.88
15-59211	01-00180	City of Yukon (BankOne)PW	5-30 eng oil	10/2014	Fentress 695593	295.35
15-59243	01-00180	City of Yukon (BankOne)PW	floor dry-pallet	9/2014	Fentress 693787	556.68
15-59281	01-00180	City of Yukon (BankOne)PW	donuts, drinks	10/2014	YukonDonut 10-4-14	103.19
15-59123	01-29525	Locke Welding	welding supplies	9/2014	15449	428.40
15-59309	01-29525	Locke Welding	demurrage for Sept 14	9/2014	R4077	104.00
15-59182	01-39550	Paul Penley Oil Company,	Inunleaded fuel	9/2014	0104439-IN	10,260.00
			diesel fuel	9/2014	0104439-IN	3,353.70

DEPARTMENT TOTAL: 20,029.53

FUND TOTAL: 150,465.91

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
15-59156	01-00171	City of Yukon (BankOne)SAN	office chairs	10/2014	KLog 197326	644.73
15-59174	01-00171	City of Yukon (BankOne)SAN	SSteward boots	9/2014	Langstons 29328	149.00
			KKammerzell boots	10/2014	Langstons 30234	129.00
			DRoberts boots	10/2014	Langstons 29518	150.00
			RLuman boots	10/2014	Langstons 29369	149.00
			EChamplin boots	10/2014	Langstons 30087	119.00
			JMorrison boots	10/2014	RedWing 10-01-14	150.00
15-59177	01-00171	City of Yukon (BankOne)SAN	JMcLearnen clothing	9/2014	Langstons 29327	146.73
			SSteward clothing	9/2014	Langstons 29329	100.00
			BStover clothing	10/2014	Kohls 10-14-14	250.00
			JHawkins clothing	10/2014	Walmart 04918	134.16
			KKammerzell clothing	10/2014	Langstons 30233	99.88
			DRoberts clothing	10/2014	Langstons 29519	98.85
			RLuman clothing	10/2014	Kohls 10-01-14	83.97
			EChamplin clothing	10/2014	Langstons 30088	95.94
			CWilkerson clothing	10/2014	Walmart 04111	150.00
			JMorrison clothing	10/2014	Langstons 30043	100.00
			RLuman clothing	10/2014	Walmart 05092	12.54
15-59201	01-00171	City of Yukon (BankOne)SAN	CBallard clothing	10/2014	Langstons 30026	89.97
			CBallard clothing	10/2014	Langstons 30054	9.54
15-59202	01-00171	City of Yukon (BankOne)SAN	CBallard boots	10/2014	Langstons 30025	143.20
15-57898	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	9/2014	Napa 580073	11.45
			parts to repair vehicles	10/2014	Napa 581164	10.04
15-57899	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	10/2014	OReily 0343-440478	3.99
15-57905	01-00180	City of Yukon (BankOne)PW	oil, lubricants, silicone	10/2014	OReily 0343-440452	91.98
15-58585	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2014	Goodye 255-1003085	51.19
			parts to repair vehicles	8/2014	Imco 59112	300.00
			parts to repair vehicles	10/2014	J&REquip 26485	14.10
			parts to repair vehicles	10/2014	Warren 10-13-14	7.79
			parts to repair vehicles	10/2014	Warren 10-13-14	94.67
			parts to repair vehicles	10/2014	SWTrailer AI20519	269.59
			parts to repair vehicles	10/2014	Bruckners 435836C	466.20
15-59211	01-00180	City of Yukon (BankOne)PW	5-30 eng oil	10/2014	Fentress 695593	40.86
15-59243	01-00180	City of Yukon (BankOne)PW	floor dry-pallets	9/2014	Fentress 693787	1,113.36
15-59328	01-01352	Anderson Safety Products	work gloves	10/2014	1925	72.60
15-58365	01-16565	Goodyear	tires w/ Duraseal	10/2014	255-1003346	779.30
15-58882	01-16565	Goodyear	steer tires	9/2014	255-1003291	1,197.04
15-58518	01-30600	Lowe's Companies, Inc.	closet fixturing	9/2014	02215	460.39
			closet fixturing	10/2014	02398	81.30
15-59182	01-39550	Paul Penley Oil Company,	Inunleaded fuel	9/2014	0104439-IN	152.40
			diesel fuel	9/2014	0104439-IN	4,711.60
15-58198	01-48366	Southern Tire Mart	retread tires	10/2014	47141961	634.00
15-59258	01-57420	Waste Connections of Oklaho	Sept. Landfill Fees	9/2014	20012	22,619.44
DEPARTMENT TOTAL:						36,188.80
FUND TOTAL:						36,188.80

FUND: 73 - Storm Water Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
15-58693	01-00173	City of Yukon (BankOne)SW	conference credit-didnt a	8/2014	Reniasanc 08-04-14	427.80-
			OFMA Conference Lodg	9/2014	Marriott 09-17-14	282.66
			OFMA conference regist	10/2014	OFMA 1236	300.00
15-58861	01-00173	City of Yukon (BankOne)SW	Memb renewal Anna	10/2014	OFMA 1236	50.00
			Memb renewal Anna	10/2014	OFMA 1236	25.00
			Memb renewal Anna	10/2014	OFMA 1236	10.00
15-58862	01-00173	City of Yukon (BankOne)SW	SCAUG regist. AW & AG	9/2014	SCAUG 4407	100.00
			SCAUG regist. AW & AG	9/2014	SCAUG 4408	100.00
15-58863	01-00173	City of Yukon (BankOne)SW	ArcGIS Basics III - AG	9/2014	SCAUG 4408	425.00
15-58962	01-00173	City of Yukon (BankOne)SW	SCAUG Training AG & AW	9/2014	SCAUG 04408	100.00
			SCAUG Training AG & AW	9/2014	SCAUG 04407	100.00
15-59296	01-00173	City of Yukon (BankOne)SW	Meals OFMA Conf. Anna	9/2014	Cracker 9-14-14	10.30
			Meals OFMA Conf. Anna	9/2014	SmashBurg 9-17-14	10.47
15-59211	01-00180	City of Yukon (BankOne)PW	5-30 eng oil	10/2014	Fentress 695593	13.62
15-59422	01-06377	City of Oklahoma City	Johnson-128 W Vail	9/2014	170914	237.00
			max units billed	9/2014	170914	79.00-
			Courtney-204 E Parkl	9/2014	170914	39.50
			Guy-137 E Olympic	9/2014	170914	39.50
15-59299	01-1	ExtremeEnvironmental	Silt Fence-Walmartproject	7/2014	E 9031	1,312.50
15-59182	01-39550	Paul Penley Oil Company,	Inunleaded fuel	9/2014	0104439-IN	70.16
15-59297	01-76180	Anna Waggoner	reimb Turnpike Tolls	9/2014	09-17-14	8.00
DEPARTMENT TOTAL:						2,726.91
FUND TOTAL:						2,726.91

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 120		Emergency Mgmt Grants				
15-57948	01-91907	SafetyCom, Inc.	WeatherWarn Software	10/2014	YO100214DM	10,000.00
			Weather Warn Software	10/2014	YO100214DM	432.50
					DEPARTMENT TOTAL:	10,432.50
					FUND TOTAL:	10,432.50
					GRAND TOTAL:	542,214.35

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
7/2014	01	5116-346	Rentals & Leases	1,929.50	1,929.50
7/2014	36	5501-407	Cap. Improvements-Comm. Devel.	71.52	71.52
7/2014	73	5401-347	Special Services	1,312.50	1,312.50
8/2014	01	5106-217	Wearing Apparel	156.00	
8/2014	01	5116-346	Rentals & Leases	536.00	
8/2014	01	5117-210	Landscaping Supplies	121.96	813.96
8/2014	70	5204-318	Motor Vehicles/Small Equip Par	226.27	226.27
8/2014	71	5301-318	Motor Vehicles/Small Equip Par	351.19	351.19
8/2014	73	5401-331	Travel Expense	427.80-	427.80-
9/2014	01	5102-328	Document Destruction	9.52	
9/2014	01	5102-331	Travel Expense	32.00	
9/2014	01	5102-384	Coffee Service	65.90	
9/2014	01	5103-342	Automobile Insurance	742.00	
9/2014	01	5104-328	Document Destruction	3.17	
9/2014	01	5105-328	Document Destruction	3.17	
9/2014	01	5106-205	Nondurable Supplies	124.86	
9/2014	01	5106-217	Wearing Apparel	20.00	
9/2014	01	5106-221	Public Educational Supplies	1,300.00	
9/2014	01	5106-365	Maintenance Agreements	477.00	
9/2014	01	5107-217	Wearing Apparel	510.95	
9/2014	01	5107-218	Protective Clothing/Safety Equ	137.99	
9/2014	01	5107-330	Medical Expenses-Employees	400.00	
9/2014	01	5107-358	Medical Services (Non-Employee	84.00	
9/2014	01	5107-384	Coffee Service	263.25	
9/2014	01	5110-217	Wearing Apparel	90.00	
9/2014	01	5111-202	Duplication/Computer Supplies	415.96	
9/2014	01	5111-341	Telephone,Teletype,Internet Se	3,007.00	
9/2014	01	5111-364	Building Security & Monitoring	1,589.41	
9/2014	01	5111-365	Maintenance Agreements	4,199.94	
9/2014	01	5111-369	Technology Equip,Repair & Inst	127.98	
9/2014	01	5111-382	Auction Expense	381.80	
9/2014	01	5112-328	Document Destruction	9.52	
9/2014	01	5112-384	Coffee Service	65.90	
9/2014	01	5113-328	Document Destruction	9.52	
9/2014	01	5115-226	Meeting/Workshop/Event Supplie	65.35	
9/2014	01	5115-328	Document Destruction	3.18	
9/2014	01	5115-330	Medical Expenses-Employees	875.00	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2014	01	5116-346	Rentals & Leases	1,149.00	
9/2014	01	5116-380	Park & Rec Activities/Programs	49.87	
9/2014	01	5116-381-106	Fest & Events-Christmas/Park	850.00	
9/2014	01	5117-210	Landscaping Supplies	500.08	
9/2014	01	5118-213	Food Supplies	2,041.56	
9/2014	01	5118-302	Buildings	16.68	
9/2014	01	5118-346	Rentals and Leases	69.56	
9/2014	01	5118-380	Park & Rec Activities/Programs	249.07	19,940.19
9/2014	36	5501-405	Cap. Improvements-Fire	26,981.20	
9/2014	36	5501-408	Cap. Improvements-Library	168.59	
9/2014	36	5501-411	Cap. Improvements-Police	1,211.63	
9/2014	36	5501-423	Cap. Improvements-Technology	85,661.83	
9/2014	36	5501-470	Cap. Improvements-Water&Sewer	9,319.00	
9/2014	36	5501-601	Contingency	800.00	
9/2014	36	5501-601-150	Contingency-Hotel/Motel Tax	27.33	
9/2014	36	5502-354	Assoc Memberships & Conference	270.00	124,439.58
9/2014	64	5123-381	Special Events	66.40	
9/2014	64	5128-380-110	Park Friends	360.00	
9/2014	64	5146-424-101	Children's Reading Trust	71.43	
9/2014	64	5167-347-102	Federal Seizures	1,641.46	
9/2014	64	5167-357	Support of Org.- Surety Jail	4,672.00	6,811.29
9/2014	70	5201-204	Fuel, Oil and Lubricants	1,079.61	
9/2014	70	5201-217	Wearing Apparel	100.00	
9/2014	70	5201-318	Motor Vehicles/Small Equip Par	83.83	
9/2014	70	5202-204	Fuel, Oil and Lubricants	578.53	
9/2014	70	5202-318	Motor Vehicles/Small Equip Par	266.50	
9/2014	70	5202-349	Printing	360.00	
9/2014	70	5202-357	Collection Services	1,578.00	
9/2014	70	5203-348	Consultant Fees	1,304.13	
9/2014	70	5203-505	Water Well Rentals	26,134.82	
9/2014	70	5204-204	Fuel, Oil and Lubricants	14,170.38	
9/2014	70	5204-217	Wearing Apparel	349.94	
9/2014	70	5204-223	Welding Supplies	532.40	
9/2014	70	5204-318	Motor Vehicles/Small Equip Par	1,880.45	48,418.59
9/2014	71	5301-204	Fuel, Oil and Lubricants	5,977.36	
9/2014	71	5301-217	Wearing Apparel	246.73	
9/2014	71	5301-218	Protective Clothing/Safety Equ	149.00	
9/2014	71	5301-219	Disposal Costs	22,619.44	
9/2014	71	5301-316	Furniture Fixtures and Misc Fu	460.39	
9/2014	71	5301-318	Motor Vehicles/Small Equip Par	1,208.49	30,661.41
9/2014	73	5401-204	Fuel, Oil, Lubricants	70.16	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2014	73	5401-331	Travel Expense	311.43	
9/2014	73	5401-347	Special Services	237.00	
9/2014	73	5401-354	Assoc. Membership/Conf Reg	200.00	
9/2014	73	5401-356	Training	625.00	1,443.59
10/2014	01	5101-201	Office Supplies	137.38	
10/2014	01	5101-202	Duplication/Computer Supplies	242.45	
10/2014	01	5101-213	Food Supplies	152.89	
10/2014	01	5101-345	Advertising	11,268.00	
10/2014	01	5101-360	Contributions and Memorials	100.00	
10/2014	01	5101-366	Emergencies	2,800.00	
10/2014	01	5102-384	Coffee Service	18.43	
10/2014	01	5104-201	Office Supplies	19.99	
10/2014	01	5106-210	Landscaping Supplies	69.96	
10/2014	01	5106-360	Contributions and Memorials	982.13	
10/2014	01	5107-211	Training Supplies	1,231.75	
10/2014	01	5107-212	Animal Food	59.94	
10/2014	01	5107-217	Wearing Apparel	313.96	
10/2014	01	5107-224	Meals/Supplies for Prisoners	7.94	
10/2014	01	5107-302	Buildings	1,412.50	
10/2014	01	5107-330	Medical Expenses-Employees	1,900.00	
10/2014	01	5107-341	Telephones, Teletype, Pagers,	350.00	
10/2014	01	5107-354	Assoc Memberships & Conf Reg	75.00	
10/2014	01	5108-205	Nondurable Supplies	16.64	
10/2014	01	5108-217	Wearing Apparel	382.61	
10/2014	01	5108-309	Streets Alleys and Roadways	5,782.25	
10/2014	01	5108-317	Durable Tools	132.05	
10/2014	01	5108-381	Special Events	3,800.00	
10/2014	01	5109-302	Buildings	115.00	
10/2014	01	5109-348	Consultant Fees	1,692.27	
10/2014	01	5110-340	Postage and Shipping	7.60	
10/2014	01	5111-202	Duplication/Computer Supplies	1,049.00	
10/2014	01	5111-315	Office Equipment	54.83	
10/2014	01	5111-331	Travel Expense	24.08	
10/2014	01	5111-365	Maintenance Agreements	3,728.42	
10/2014	01	5111-369	Technology Equip,Repair & Inst	286.35	
10/2014	01	5112-201	Office Supplies	151.96	
10/2014	01	5112-217	Wearing Apparel	130.50	
10/2014	01	5112-331	Travel Expense	6.66	
10/2014	01	5112-349	Printing	398.40	
10/2014	01	5112-356	Training	590.00	
10/2014	01	5112-377	Licenses	35.00	
10/2014	01	5113-222	Record Supplies	645.68	
10/2014	01	5113-302	Buildings	95.00	
10/2014	01	5113-321	Air Conditioning & Heating Sys	94.83	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2014	01	5113-340	Postage	74.58	
10/2014	01	5114-201	Office Supplies	55.00	
10/2014	01	5114-302	Buildings	144.93	
10/2014	01	5114-350	Electrical Power	37,929.99	
10/2014	01	5114-351	Natural Gas	2,246.96	
10/2014	01	5115-226	Meeting/Workshop/Event Supplie	288.35	
10/2014	01	5115-330	Medical Expenses-Employees	231.00	
10/2014	01	5116-205	Nondurable Supplies	600.00	
10/2014	01	5116-302	Buildings	57.50	
10/2014	01	5116-380	Park & Rec Activities/Programs	113.30	
10/2014	01	5117-210	Landscaping Supplies	104.91	
10/2014	01	5117-313	Recreational Structures-Parks	21.32	
10/2014	01	5118-302	Buildings	847.00	
10/2014	01	5118-318	Motor Vehicles/Small Equip	192.00	
10/2014	01	5118-346	Rentals and Leases	69.67	
10/2014	01	5118-380	Park & Rec Activities/Programs	710.48	84,048.44
10/2014	36	5501-407	Cap. Improvements-Comm. Devel.	455.80	
10/2014	36	5501-408	Cap. Improvements-Library	371.30	
10/2014	36	5501-411	Cap. Improvements-Police	456.01	
10/2014	36	5501-419	Cap. Improvements-Streets	5,770.00	
10/2014	36	5501-423	Cap. Improvements-Technology	67,692.32	
10/2014	36	5501-470	Cap. Improvements-Water&Sewer	2,435.00	
10/2014	36	5501-601	Contingency	19,524.27	
10/2014	36	5501-601-150	Contingency-Hotel/Motel Tax	2,671.90	
10/2014	36	5502-201	Office Supplies	218.65	
10/2014	36	5502-347	Special Services	4,683.50	104,278.75
10/2014	64	5144-221	State Aid Public Education	12.00	12.00
10/2014	70	5201-204	Fuel, Oil and Lubricants	81.72	
10/2014	70	5201-217	Wearing Apparel	670.75	
10/2014	70	5201-312	Water Lines	2,132.04	
10/2014	70	5201-317	Durable Tools	70.00	
10/2014	70	5201-318	Motor Vehicles/Small Equip Par	432.64	
10/2014	70	5201-319	Water Meter and Settings	2,540.00	
10/2014	70	5201-331	Travel Expense	3.90	
10/2014	70	5202-204	Fuel, Oil and Lubricants	68.10	
10/2014	70	5203-348	Consultant Fees	92,951.81	
10/2014	70	5204-204	Fuel, Oil and Lubricants	395.69	
10/2014	70	5204-213	Food Supplies	103.19	
10/2014	70	5204-318	Motor Vehicles/Small Equip Par	2,371.21	101,821.05
10/2014	71	5301-204	Fuel, Oil and Lubricants	132.84	
10/2014	71	5301-217	Wearing Apparel	1,124.85	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2014	71	5301-218	Protective Clothing/Safety Equ	912.80	
10/2014	71	5301-316	Furniture Fixtures and Misc Fu	726.03	
10/2014	71	5301-318	Motor Vehicles/Small Equip Par	2,279.68	5,176.20
10/2014	73	5401-204	Fuel, Oil, Lubricants	13.62	
10/2014	73	5401-354	Assoc. Membership/Conf Reg	300.00	
10/2014	73	5401-377	Licenses	85.00	398.62
10/2014	74	5120-366	Contingency	10,432.50	10,432.50
11/2014	64	5165-356	Support of Org - Fire Rescue	55.00	55.00
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		542,214.35
			REPORT TOTAL:		542,214.35

Technology Item Listing - October 21, 2014

Item #	Description	Model	Serial Number	Department
	General Electric Ice Machines	Monogram	NA	PD
	General Electric Ice Machines	Monogram	NA	PD
100501	HP Compaq 6000 Pro Microtower	6000 Pro	MXL0250GB6	Tech
100494	HP Compaq 6000 Pro Microtower	6000 Pro	MXL0250G9W	Tech
100576	HP Compaq 6000 Pro Microtower	6000 Pro	2UA0450S16	Tech
100609	HP Compaq 6000 Pro Microtower	6000 Pro	MXL11110G3	Tech
100490	HP Compaq 6000 Pro Microtower	6000 Pro	MXL0250G9P	Tech
100517	HP Compaq 6000 Pro Microtower	6000 Pro	MXL02928WQ	Tech
	HP Compaq dx2000 MT	dx2000 MT	USU4320QD5	Tech
100281	HP Compaq dx2000 MT	dx2000 MT	USU4320QD1	Tech
100045	Dell Optiplex 755	Optiplex 755	5N2MBG1	Tech
100367	HP Compaq DC 7900	DC 7900	USH93901F1	Tech
100854	HP Compaq 6000 Pro Microtower	6000 Pro	MXL11110GH	Tech



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

FROM: Mitchell Hort
Audrey Fitzsimmons

DATE: October 9, 2014

RE: Approval of grant proposal submission for 2014 Healthy Communities Incentive Grant available from the Oklahoma Tobacco Settlement Endowment Trust

The Development Services Department has prepared a proposal to request funding assistance through the Oklahoma Tobacco Settlement Endowment Trust's (TSET) Healthy Communities Incentive Grant program. The City of Yukon is eligible to apply for grant funding in the amount of \$92,000 under this program because of its current certification as a Healthy Community at the Merit level.

Similar to the grant project previously undertaken using TSET grant funds in which the school-zones of Shedeck Elementary and Parkland Elementary were improved with new crosswalk striping, completion of area sidewalks, and the installation of new solar beacons equipped with driver-feedback radar, we are now seeking to improve the safety of the area surrounding the five remaining schools in the district which are located on high traffic streets: Myers Elementary, SkyView Elementary, LakeView Elementary, Independence Elementary, and Yukon Middle School. The previous school-zone related projects were very well received by the public and we expect that they will be happy to see additional schoolzones being improved through the current funding opportunity. We believe that the safety around these schools will be enhanced through the addition of new beacons with driver speed feedback radar signs, as well as in-pavement crosswalk lighting systems at the three schools located in the busiest

areas. In order to completely fund these proposed projects, it will be necessary for the city to contribute additional funds as noted below. A photo of one of the lights purchased with the previous TSET grant is attached for your reference, as well as a photo example of the proposed in-pavement crosswalk lighting system.

If approved, the proposal will be submitted by October 31, 2014. Awards will be announced after the next quarterly TSET board meeting at which the proposal is reviewed, with the monies being provided as a lump sum shortly after award approval. The project must be completed within 12 months of receiving the award.

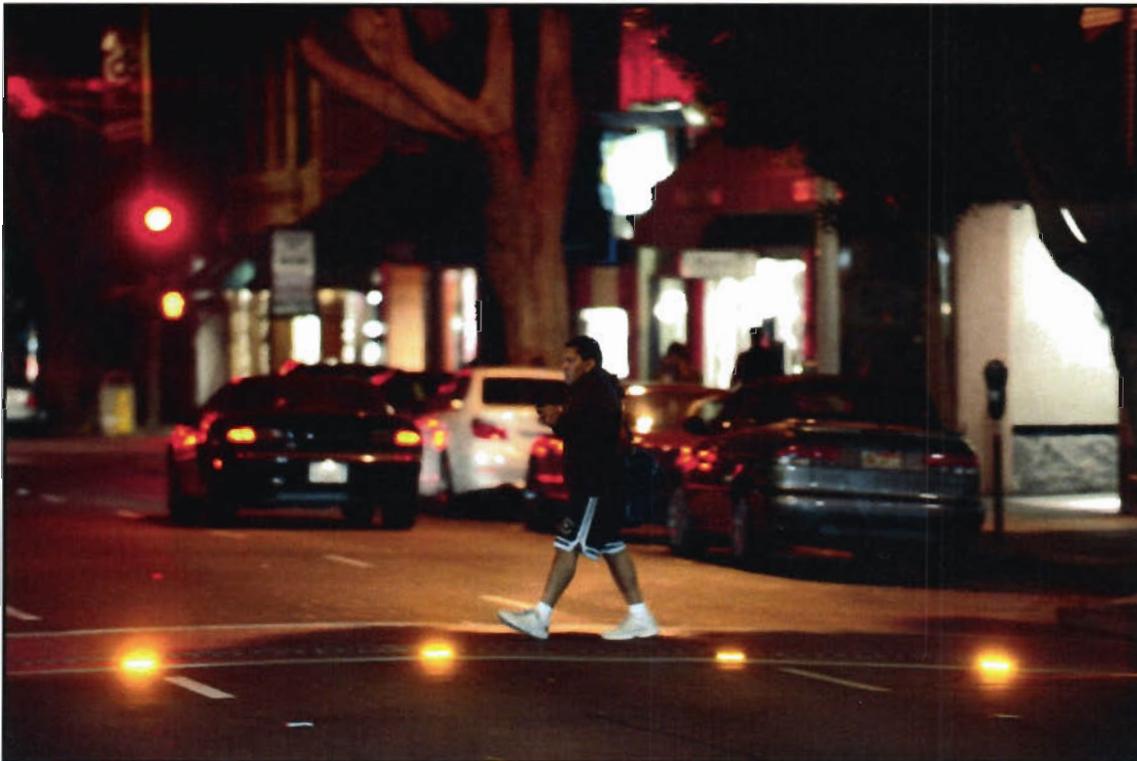
Proposed Project Budget

Funding request	\$ 92,000.00
City match (in-kind)	\$ 6,953.10
<u>City match (cash)</u>	<u>\$ 53,338.60</u>
Project total	\$ 152,291.70

Attached: image of proposed beacon with driver-feedback radar sign
image of proposed in-pavement crosswalk lighting system
proposed project budget
HCIG form requiring Mayor's signature for submittal of proposal



Photograph of solar beacon w/ driver feedback radar sign near Shedeck Elementary School



Example photograph of proposed in-pavement crosswalk lighting system

OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST

Healthy Communities Incentive Grants

Use of Grant Funds Summary Budget

Community Name:	Yukon, Oklahoma	
Project :	Schoolzone Improvements – Myers Elementary School	
Budget Category	Explanation	Dollar Amount
Capital Improvement	(2) beacons with driver feedback [includes pole, battery, signs, and base]	18,268.00
Capital Improvement	labor (2 men / 3 hours per light = 12 hours)	324.00
Capital Improvement	supplies for installation	30.00
Capital Improvement	In-pavement crosswalk lighting system (installed)	12,460.00
Capital Improvement	crosswalk paint (incl. labor) for 2 crosswalks	912.00
Total		\$ 31,994.00

If this project is related to or part of a larger project, please provide a brief explanation:

Improving schoolzone safety is part of the City’s overall initiative to create a master trail system which encourages outdoor exercise and results in a healthier community. The City is also committed to laying the groundwork for a Safe Routes to School program and feels that improving the schoolzones is an important step in the process. A detailed budget for the project is attached.

***Examples of Budget Categories:**

- Capital Improvement - (i.e. sidewalk, lighting, playground, etc.)
- Training – (retailer training, staff training)
- Planning/Needs Assessment – (meeting expenses, consultation, etc.)
- Equipment – (exercise equipment, signage, etc.)
- Website/Social Media – (updates, design, programming, etc.)

OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST

Healthy Communities Incentive Grants

Use of Grant Funds Summary Budget

Community Name:	Yukon, Oklahoma	
Project :	Schoolzone Improvements – Skyview Elementary and Lakeview Middle Schools	
Budget Category	Explanation	Dollar Amount
Capital Improvement	(4) beacons with driver feedback [includes pole, battery, signs, and base]	36,536.00
Capital Improvement	labor (2 men / 3 hours per light = 24 hours)	648.00
Capital Improvement	supplies for installation	50.00
Capital Improvement	crosswalk paint (incl. labor) for 4 crosswalks	1,824.00
	Total	\$ 39,058.00

If this project is related to or part of a larger project, please provide a brief explanation:

Improving schoolzone safety is part of the City’s overall initiative to create a master trail system which encourages outdoor exercise and results in a healthier community. The City is also committed to laying the groundwork for a Safe Routes to School program and feels that improving the schoolzones is an important step in the process. A detailed budget for the project is attached.

***Examples of Budget Categories:**

Capital Improvement - (i.e. sidewalk, lighting, playground, etc.)

Training – (retailer training, staff training)

Planning/Needs Assessment – (meeting expenses, consultation, etc.)

Equipment – (exercise equipment, signage, etc.)

Website/Social Media – (updates, design, programming, etc.)

OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST
Healthy Communities Incentive Grants
Use of Grant Funds Summary Budget

Community Name:	Yukon, Oklahoma	
Project :	Schoolzone Improvements – Independence Elementary School	
Budget Category	Explanation	Dollar Amount
Capital Improvement	(2) Driver feedback signs to be added to existing beacons	5,440.00
Capital Improvement	In-pavement crosswalk lighting system	12,460.00
Capital Improvement	labor (2 men / 2 hrs per assembly = 8 hours)	216.00
Capital Improvement	crosswalk paint (incl. labor) for 2 crosswalks	912.00
Capital Improvement	supplies for installation	20.00
	Total	\$ 19,048.00

If this project is related to or part of a larger project, please provide a brief explanation:

Improving schoolzone safety is part of the City’s overall initiative to create a master trail system which encourages outdoor exercise and results in a healthier community. The City is also committed to laying the groundwork for a Safe Routes to School program and feels that improving the schoolzones is an important step in the process. A detailed budget for the project is attached.

***Examples of Budget Categories:**

- Capital Improvement - (i.e. sidewalk, lighting, playground, etc.)
- Training – (retailer training, staff training)
- Planning/Needs Assessment – (meeting expenses, consultation, etc.)
- Equipment – (exercise equipment, signage, etc.)
- Website/Social Media – (updates, design, programming, etc.)

OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST
Healthy Communities Incentive Grants
Use of Grant Funds Summary Budget

Community Name:	Yukon, Oklahoma	
Project :	Schoolzone Improvements – Yukon Middle School	
Budget Category	Explanation	Dollar Amount
Capital Improvement	(2) solar beacons with driver feedback [includes pole, battery, signs, and base]	21,040.00
Capital Improvement	(2) driver feedback signs to be added to existing beacons	5,440.00
Capital Improvement	supplies for installation	50.00
Capital Improvement	labor (2 men / 3 hrs for new lights = 12 hours)	324.00
Capital Improvement	labor (2 men / 2 hrs for addition to existing assemblies = 8 hours)	216.00
Capital Improvement	2 ADA ramps (incl. materials)	2,400.00
Capital Improvement	In-pavement crosswalk lighting system (installed)	12,460.00
Capital Improvement	crosswalk paint (incl. labor) for 4 crosswalks	1,824.00
Total		\$ 43,754.00

If this project is related to or part of a larger project, please provide a brief explanation:

Improving schoolzone safety is part of the City's overall initiative to create a master trail system which encourages outdoor exercise and results in a healthier community. The City is also committed to laying the groundwork for a Safe Routes to School program and feels that improving the schoolzones is an important step in the process. A detailed budget for the project is attached.

***Examples of Budget Categories:**

Capital Improvement - (i.e. sidewalk, lighting, playground, etc.)

Training – (retailer training, staff training)

Planning/Needs Assessment – (meeting expenses, consultation, etc.)

Equipment – (exercise equipment, signage, etc.)

Website/Social Media – (updates, design, programming, etc.)

OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST
Healthy Communities Incentive Grant
Community Information

Applications are accepted from January 1 through February 28 at 4:00 pm.
(Grants will be awarded based on funds available.)

Community Information
City Name: Yukon
Population Size: 22,709
Mailing Address: P.O. Box 850500; Yukon, OK 73085
Physical Address: 500 W. Main; Yukon, OK 73099
Mayor's name: Mr. Ken Smith
Mayor's email address: ndhomer@sbcglobal.net
Application Contact Name: Grayson Bottom
Job Title: City Manager
Telephone: (405) 354-1895
Fax Number: (405) 350-8926
Email Address: gbottom@cityofyukonok.gov

OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST
Healthy Communities Incentive Grant
Application

Level of certification community achieved from the 2012 Certified Healthy Communities Program:

- Basic
- Merit
- Excellence

Brief description of the intended use of the incentive funds:

The City of Yukon proposes to use the funds received through the Healthy Communities Incentive Grant to enhance the safety of the area surrounding five local schools – Myers Elementary, Skyview Elementary, and Lakeview Elementary, Independence Elementary, and Yukon Middle. A previous TSET grant project proved the importance of enhancing the safety of schoolzones through the use of updated crosswalk stripping and schoolzone beacons with driver feedback. The citizens of Yukon were very happy with the results and the City is excited for the opportunity to improve even more schoolzones. In order to completely fund the proposed projects, it is expected that the City Council will approve matching through in-kind and cash contributions from the City.

Project Start Date: January 2015

Certification of Non-Acceptance of Tobacco Funds

The applicant named above hereby certifies that it will not accept funding from, nor have an affiliation or contractual relationship with, a company engaged in the manufacture of tobacco or tobacco products for the purpose of event sponsorships, curriculum, grants programs, research, evaluation or other similar activities during the term of the grant from the Oklahoma Tobacco Settlement Endowment Trust. The applicant further certifies that it will not engage in the manufacture of tobacco products during the term of the grant. This restriction does not apply to the growth or use of non-commercial tobacco for ceremonial use.

Signature of Mayor

October 21, 2014

Date

OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST

Healthy Communities Incentive Grants

--- City of Yukon: DETAILED PROJECT BUDGET ---

(separate budget for each separate project location found on subsequent pages)

Funding Request	92,000.00
Yukon (in kind)	6,953.10
Yukon (cash)	53,338.60
Project Total	\$ 152,291.70

Description	Quantity	Unit Cost	Total Cost	Grant Funds	City Match (cash)	City Match (in-kind)
LIGHTING - Solar						
Schoolzone Beacon	2	6200.00	12,400.00			
Timer	2	449.00	898.00			
Batteries	2	175.00	350.00			
Sub-Total			\$ 13,648.00	13,648.00		
LIGHTING - Wired						
Schoolzone Beacon	6	5100.00	30,600.00			
Timer	6	338.00	2,028.00			
Sub-Total			\$ 32,628.00	32,628.00		
ADDITIONAL COMPONENTS						
Driver Feedback Sign	12	2,450.00	29,400.00			
Extra Beacon for back of sign	12	270.00	3,240.00			
Speed Limit Sign	8	220.00	1,760.00			
Pole Kit	8	691.00	5,528.00			
Concrete for base	8	65.00	520.00			
Misc. supplies for beacon / sign installation per project location (nails, screws, stakes)			150.00			
Sub-Total			\$ 40,598.00	40,598.00		
CROSSWALKS / SIDEWALKS						
In-Pavement Lighting System	3	12,460.00	37,380.00		37,380.00	
Ramps (incl. materials)	2	1,200.00	2,400.00		2,400.00	
Crosswalk paint	12	456.00	5,472.00		5,472.00	
Labor – new beacons	48 hrs	27.00	1,296.00			1,296.00
Labor – additions to existing beacons	16 hrs	27.00	432.00			432.00
Sub-Total			\$46,980.00			
GRANT ADMINISTRATION						
Grant Specialist – oversight, financial disbursement, report preparation	150	30.62	\$ 4,593.00			4,593.00

OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST
 Healthy Communities Incentive Grants
 --- City of Yukon: DETAILED PROJECT BUDGET ---

(separate budget for each separate project location found on subsequent pages)

Description	Quantity	Unit Cost	Total Cost	Grant Funds	City Match (cash)	City Match (in-kind)
Project Sub-Total			\$138,447.00	86,874.00	45,252.00	6,321.00
10% Contingency			13,844.70	8,687.40	4,525.20	632.10
HCIG grant limit is \$92,000.00; so, extra contingency will be carried over to City match				(3,561.40)	3,561.40	
Totals by Source				92,000.00	53,338.60	6,953.10
PROJECT TOTAL						\$ 152,291.70

ARVEST

LESSOR:
Arvest Equipment Finance
 PO Box 11110
 Fort Smith, AR 72917

FOR COMPLETION BY LESSOR
 Always Refer to Lease No. **850-1112081-001**
 Rental Commencement Date: **6/25/14**

LESSEE:
 Name: **City of Yukon**
 Address: **PO Box 459400**
 City Yukon County Canadian State OK Zip 73085
 Contact and Title **J.L. Johnson, City Treasurer**
 Telephone No. **405-359-3921**

VENDOR:
 Name: **M & M MetalWork Inc**
 Address: **PO Box 1249**
 City Hamill, State OK, Zip 73041
 Contact and Title **Steve Martin**
 Telephone No. **405-454-1891**

ITEM	QUANTITY	EQUIPMENT DESCRIPTION (Include Make, Model, Serial No. and all Attachments)
(1)		(1) Brush Truck BP2 Body <small>LESSOR ASSUMES NO RESPONSIBILITY FOR PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT. EQUIPMENT TO BE INSURED BY LESSEE. VENDOR IS NOT AN AGENT OF LESSOR AND NO EMPLOYEE OF VENDOR IS AUTHORIZED TO WAIVE, SUPPLEMENT OR OTHERWISE ALTER ANY PROVISION HEREIN.</small>

LOCATION OF EQUIPMENT IF OTHER THAN ABOVE ADDRESS OF LESSEE

Address: **300 W Main Street** City **Yukon** County **Canadian** State **OK**

LEASE TERM	TOTAL EQUIPMENT COST	RENT DUE (Period)	AMOUNT OF RENTAL PAYMENTS
24 Months	514,722.70	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> _____	See Attached Payment Schedule

MUNICIPAL LEASE AND OPTION AGREEMENT

Lessor hereby leases to Lessee the Equipment for the purposes and upon the following terms and conditions:

ARTICLE I: COVENANTS OF LESSEE. Lessee represents covenants and warrants for the benefit of Lessor and its assignees as follows:

A. Lessee is a public body corporate and politic duly organized and existing under the Constitution and laws of the State as set forth above ("State") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

B. Lessee has been duly authorized to execute, deliver, and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body or by other appropriate official approval. Lessee further represents covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel in form acceptable to Lessor.

C. During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope or Lessee's authority and will not be used in a trade of business of any person or entity other than the Lessee.

D. During the period this Agreement is in force, Lessee will annually provide Lessor or its assignee with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

E. The equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

F. The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement will not be or become fixtures.

ARTICLE II: DEFINITIONS. The following terms will have the meanings indicated below unless the context clearly requires otherwise: "Lessee Term" means the Original Term defined in Article III hereof and a sufficient number of automatic Renewal terms as will constitute the number of months set forth on the face of this Agreement. "Lessor" means (i) the entity designed on the face of this Agreement as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise any assignee(s) of Lessor.

"Purchase Price" means the amount which Lessee may, at its option, pay to Lessor in order to purchase the Equipment as set forth in the Payment Schedule attached to this Agreement.

"Renewal Term(s)" means the automatic renewal periods of this Agreement each having a duration of one (1) year co-terminous with Lessee's fiscal year except the last of such automatic renewal periods, which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the

terms and conditions during the Original Term, except that the Rent Payments shall be as provided in the attached Payment Schedule. "Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchased or is purchasing the Equipment.

ARTICLE III: COMMENCEMENT OF LEASE TERM. The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessee's current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessee gives written notice to Lessor not less than ninety (90) days prior to the end of the Original Term or Renewal Term then in effect of Lessee's intention to terminate this Agreement pursuant to Article V as the case may be.

ARTICLE IV: INSPECTION. Lessor and any assignee of Lessor's rights under this Agreement shall have the right of all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V: RENT PAYMENTS.

Section 5.01 Rent Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues funds or monies of Lessee.

Section 5.02 Payment of Rent Payments. Lessee shall pay Rent Payments exclusively from legally available funds. In lawful money of the United States of America to Lessor or in the event of assignment by Lessor to its assignee in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Rent Payment is paid as and represents payment of interest and principal respectively. The Payment Schedule sets forth the interest component and the principal component of each Rent Payment during the Lease Term.

Section 5.03 Rent Payments to be Unconditional. Subject to Section 5.05 the obligation of Lessee to make payment of Rent Payments and other payments required under this Agreement shall be absolute and unconditional in all events. Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising among Lessee and Lessor or any Vendor or any other person nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances.

Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the rent Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Rent Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which Rent Payments may be made, including making provision for such payments to the extent

necessary in each biannual or annual budget submitted and adopted in accordance with applicable provisions of state law to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 5.05 Nonappropriation. The term of this Agreement will only be extended into any of Lessee's new fiscal years upon mutual ratification of such lease renewal by Lessor and Lessee, as required by law for public school equipment lease arrangements. Lessee shall be responsible for placing such matter on its agenda and immediately notifying Lessor in the event such ratification is not obtained. In the event the lease is not renewed for an additional term, then the Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term

and Lessee shall not be obligated to make payment of the Rent Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least ninety (90) days prior to the end of the Original Term or the then current Renewal Term. If this Agreement is terminated under this Section 5.05, Lessee agrees at Lessee's cost and expense, peaceably to deliver the Equipment to Lessor at the location specified by Lessor. To the extent lawful, Lessee shall not until the date on which the next occurring Renewal Term would have ended expend any funds for the purchase or use of equipment similar to the Equipment subject to this Agreement.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE A PART HEREOF.

<p>ACCEPTED AT:</p> <p>_____</p> <p>(Lessee)</p> <p>By _____</p> <p>Title _____</p>	<p>Date: 06/17/2014</p> <p>LESSEE ACKNOWLEDGES READING AND RECEIVING A COPY OF THIS AGREEMENT</p> <p>_____ <small>(Signature of Lessee)</small></p> <p>The undersigned affirms that he has already assigned to execute this Agreement on behalf of the above-named Lessee.</p> <p>_____ <small>Title: Lessor</small></p>
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TERMS AND CONDITIONS

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST

SECTION 6.01 Title to the Equipment. During the term of this Agreement title to the Equipment and any and all repairs, replacements or modifications shall remain in Lessor subject to the rights of Lessee under this Agreement. Lessee shall have no right or title to the Equipment until all payments required under this Agreement have been made by Lessee. Immediately upon the occurrence of an event of default by Lessee or termination of this Agreement the Lessee will surrender possession of the Equipment to Lessor in the manner and condition set forth in the Agreement. Such Equipment cannot become collateral for any other obligations of Lessee. Lessee shall be responsible to Lessor for any damage to such equipment due to any hazard, accident or loss while in Lessee's possession.

Section 6.02 Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessories, and substitutions hereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including financing statement, certificates of title, affidavits, notices and similar instruments. In form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment the security interest of any assignee of Lessor in the Equipment.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; INSURANCE

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will at Lessee's own cost and expense, maintain, preserve, and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. If requested by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The opinion letter sought from Lessee in Section 1.B. shall include a finding that since the Equipment will be used for a governmental or proprietary purpose of Lessee, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. The rentals are calculated and premised on such Lessee's assurance of such fact. In the event the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), the rentals charged to Lessee shall be increased by an amount equal in such taxes to the extent funds are available for that lease year. In all events Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Section 7.03 Insurance. At its own expense Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the remaining contract balance of the equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VI hereof. Lessee shall furnish to Lessor Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as assured and loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor in the event of cancellation or expiration.

ARTICLE VIII: DAMAGE, DESTRUCTION AND CONDEMNATION; PROCEEDS.

Section 8.01 Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the proceeds of any insurance claim or condemnation award, after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award ("Net Proceeds") to be applied to Lessee's obligations pursuant to Section 8.02 hereof.

Section 8.02 Application of Net Proceeds. Provided the Equipment is not deemed to be a total loss, Lessee shall, if Lessee is not in default hereunder, cause the repair, replacement or restoration of the Equipment and pay the cost thereof. In the event of total destruction or damage to the Equipment, whether or not Lessee is in default at Lessor's option, Lessee shall pay to Lessor on the rent payment due date next succeeding the date of such loss the amount of the Purchase Price applicable to such date, plus the Rent Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Net Proceeds in excess of the then applicable Purchase Price, if any, shall be retained by Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any deficiency.

ARTICLE IX: DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE.

Section 9.01 Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO LESSEE HAS INSPECTED ALL LEASED PROPERTY AND IS FAMILIAR WITH ALL MANUFACTURER'S WARRANTIES REGARDING SUCH PRODUCT AND ITS PROPER USE. LESSEE IS SOLELY RESPONSIBLE FOR THE USE OF THE LEASED PROPERTY.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term so long as Lessee shall not be in default hereunder to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment, therefore granting Lessee sole remedy for the breach of such warranty. Indemnification or representation shall be against the Vendor of the Equipment. Lessee expressly acknowledges that Lessor makes and has made, no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any items of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE X: OPTION TO PURCHASE. Provided Lessee is not in default hereunder, Lessee may upon giving Lessor reasonable notice, elect to purchase all, but not less than all, of the Equipment at the end of the Original Term or any Renewal Term for the applicable Purchase Price as set forth in

the Payment Schedule hereto which amount shall be due and payable on the day following the expiration of the Original Term or applicable Renewal Term.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND INDEMNIFICATION.

Section 11.01 Assignment by Lessor. This Agreement and the obligations of Lessee to make payments hereunder, may be assigned by Lessor and reassigned in whole or in part to one or more assignees at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement. The Lessor's interest in this Agreement may not be assigned or reassigned in whole or in part unless (1) the document

by which such assignment or reassignment is made discloses the name and address of the assignee; and (2) the Lessee receives written notification of the name and address of the assignee. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 103(T) of the Internal Revenue Code of 1954, as amended and the regulations proposed or existing from time to time promulgated thereunder. Anything foregoing to the contrary notwithstanding the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement provided the Lessee receives written notification of the name and address of such collection and paying agent and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

Section 11.02 No Sale, Assignment or Subletting by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03 Indemnification Covenants. To the extent permitted by the laws and Constitution of the State, now or hereafter enacted, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof and expenses in connection therewith, including without limitation attorneys' fees and expenses, penalties and interest arising out of or as the result of the Lessee's entering into of this Agreement or use of the leased property. Any such indemnity shall include issues surrounding the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason. Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns or infirmities of the Equipment. The parties hereto understand that the laws of the State of Oklahoma may (at the time of entering this agreement) not allow non-sum certain contingent liabilities in municipal contracts, that the parties agree that this term does not require the Lessee to appropriate any funds to cover this indemnity, that the indemnity set forth herein is severable from the rest of the lease agreement, and that such terms shall be given full force and maximum effect at any such time as such indemnification is allowed by law.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES

Section 12.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

- A. Failure Lessee to pay any Rent Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than for a period of thirty (30) days after written notice to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- C. Breach of any material representation or warranty by Lessee under this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 12.02 Remedies on Default. Upon the occurrence of an event of default Lessor shall have the right at its sole option without any further demand or notice to exercise any one or more of the following remedies:

A. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment with the net proceeds thereof to be applied to Lessee's obligations hereunder, holding Lessee liable for the Purchase Price applicable on the rent payment due date immediately preceding the date of default, plus the Rent Payment due on such date plus any other amounts payable by Lessee hereunder including but not limited to, attorneys' fees, expenses and costs of repossession;

B. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Sections 5.05 and 7.01 hereof;

C. If Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Article VIII hereof; and

D. Take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII: MISCELLANEOUS.

Section 13.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid to the parties at their respective places of business.

Section 13.02 Binding Effect. This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04 Advances. In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform such obligation and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand together with interest at the rate in effect prior to default, plus 6.000 percent, until paid in full.

Section 13.05 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.07 Captions. The captions or heading in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08 Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. The execution of such writing by Lessor's assignee shall be sufficient for such purpose if this Agreement has been assigned by Lessor. There are no understandings, agreements, representations or warranties, express or implied, not specific herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement Lessee by the signature of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

ARVEST[®]

EQUIPMENT FINANCE

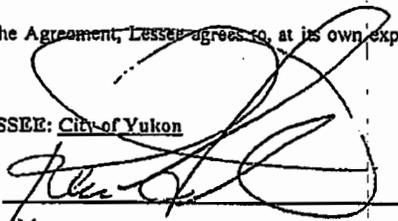
CERTIFICATE OF ACCEPTANCE

Lease No. 800-1112008-003

MUNICIPAL LEASE-PURCHASE AGREEMENT (THE "AGREEMENT") BY AND BETWEEN:
LESSOR, Arvest Equipment Finance, and LESSEE, City of Yukon

1. **ACCEPTANCE:** In accordance with the Agreement, Lessee hereby certifies that all the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) has been found by Lessee to be in good operating order, repair, and condition, (iv) has been found to be of the size, design, quality, type and manufactured specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of the Agreement.
2. **PROPERTY:**
M & M Brush Truck BP2 Body attached to 2014 Ford F-550 VIN#1FD0X5HT6EEA92700
3. **USE:** The primary use of the Property is as follows:
Firefighting
4. **PROPERTY LOCATION:**
500 W Main Street
Yukon, OK 73085
5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed: PO Box 850500
Yukon, OK 73099
6. **MAINTENANCE:** In accordance with Section 7.01 of the Agreement, Lessee agrees to, at its own expense, repair and maintain the Property for the term of the Agreement.

LESSEE: City of Yukon

By: 
Title: Mayor

ACCEPTED on this 17 day of June, 2014.

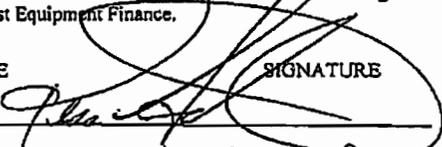
ARVEST®

EQUIPMENT FINANCE

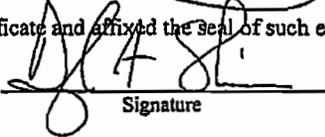
INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES
Lease No. 800-1112008-003

MUNICIPAL LEASE-PURCHASE AGREEMENT BY AND BETWEEN
LESSOR, Arvest Equipment Finance, and LESSEE, City of Yukon

I, Ken Smith, do hereby certify that I am the duly elected or appointed and acting Mayor of City of Yukon, a political subdivision or agency duly organized and existing under the laws of the State of OK, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Municipal Lease-Purchase Agreement (the "Agreement") dated as of 6/25/2014, between such entity and Arvest Equipment Finance.

NAME	TITLE	SIGNATURE
<u>Ken Smith</u>	<u>Mayor</u>	

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of such entity hereon this
17 day of JUNE, 2014.


Signature



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

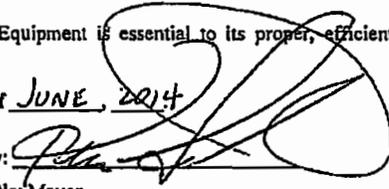
INSURANCE COMPANY/AGENT'S NAME: WESCO INSURANCE AGENCY / GARY SHELTON
INSURANCE COMPANY ADDRESS: P.O. BOX 650300, YUKON, OK 73065
PHONE NUMBER: 405.354.5201 POLICY NUMBER: 15-577-27-0021

I, Ken Smith, Mayor, of City of Yukon ("Lessee"), hereby certify that the Equipment to be leased to the undersigned under the certain Municipal Lease-Purchase Agreement dated as of 6/25/2014, between such entity and Arvest Equipment Finance ("Lessor"), will be used by the undersigned Lessee for the following purpose:

Firefighting

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

IN WITNESS WHEREOF, I have set my hand this 17 day of JUNE, 2014

By: 
Title: Mayor

CERTIFICATE OF CITY CLERK
REGARDING
MUNICIPAL LEASE AND OPTION AGREEMENT
BETWEEN
THE CITY OF YUKON AND ARVEST EQUIPMENT FINANCE

1. The City Council of the City of Yukon met on the _____ day of _____ 2014, in the Council Chambers of the Centennial Building at 12 S. 5th St., Yukon, Oklahoma, at 7:30 p.m. (the "Meeting"), during which a quorum of its members was at all times present.

2. Notice of this Meeting was given in writing to the Clerk of the municipality and public notice of this Meeting, including the agenda for same, was posted in prominent public view at the principal office of the City Council and at the location of said Meeting, twenty-four (24) hours prior to this Meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

3. The Mayor introduced a Municipal Lease and Option Agreement with Arvest Equipment Finance, as Lessor, and the City of Yukon, as Lessee, Lease No. 800-1112008-003, a true and correct copy of which is attached hereto, which was approved by unanimous vote of the City Council.

I, the undersigned, the duly qualified and acting Clerk of the City of Yukon, hereby certify that that all of the forgoing is true and correct.

WITNESS my hand and seal of said City the 8th day of October 2014.

(SEAL)





Doug Shivers, City Clerk

Report of Boards, Commissions and Committees

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

Planning Commission

Earline Smaistrla	Ward 1	2018
Larry Taylor	Ward 2	2018
Ed Hatley	Ward AL	2015
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	2015
Joe Horn	Ward 3	2016
Russ Kline	Ward 4	2016

Park Board

Joe Edwards	Ward 1	2018
Nick Grba	Ward 2	2018
Dayton Betts	Ward AL	2015
Cathy Wright	Ward 3	2016
Joe Baumann	Ward 4	2016

Library Board

Charlotte Novak*		
Inez Andrews*		
Lee Wells	Ward 2/1	2018
Joyce Roman	Ward 2	2018
Ginger LaCroix	Ward AL	2015
Jeanne Riggs	Ward 3	2016
Margaret Albrecht	Ward 4	2016

Traffic Commission

Charles Lee	Ward 1	2018
James Montgomery	Ward 2	2018
John Knuppel	Ward AL	2015
Jay Tallant	Ward 3	2016
Darrell R. Goulden	Ward 4	2016

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Nick Grba, Representative
Dewayne Maxey, Alternate

Senior Citizens

Ray Wright, Representative
John Alberts, Alternate

ACOG

Ken Smith, Member
Richard Russell, Alternate

COWRA

Genie Vinson, Representative
Larry Taylor, Alternate

Sister City Committee

Illona Morris
Terry Beaver
Nancy Novosad
Edwin Shedeck

*Members of Ladies' Library Club are appointed by same



DATE: October 14, 2014
FROM: Mitchell Hort, Director
TO: Grayson Bottom, City Manager
RE: ERS Telecom Properties

MEMORANDUM

I have reviewed the ordinances relating to nuisances on agricultural properties in the city limits of the City of Yukon.

Chapter 46 Environmental, Division 2 Trash, Weeds, Grass; Section 46-53 Agricultural Property states that except trash and debris, the provisions of this division shall not apply to any property zoned and used for agricultural purposes.

After discussing with City Staff; it would be our understanding according to this Chapter, we would be unable to have the property removed of trees.



DATE: September 23, 2014
FROM: Mitchell Hort, Director
TO: City Manager & City Council
RE: Conditional Use Permit

MEMORANDUM

Attached are the approved minutes from the September 15th Planning Commission Meeting on behalf of Steve Woody, ERS Telecom Properties, for a Conditional Use Permit for a 170 foot monopole cell tower to provide Verizon Wireless and (3) additional carriers an antenna support structure located at West of W. Kali Ave. and North 11th Street, Yukon; with the following conditions:

1. Access to the cell tower shall be approved by the City of Yukon prior to issuance of a final Certificate of Occupancy. Said driveway shall be permitted to be a gravel drive.
2. Upon development of properties directly adjacent to the subject site, a sight-proof fence will be required of the current lessee/property owner. Said screening shall adhere to City of Yukon screening requirements. Upon submittal of a request for renewal of the subject CUP, a determination by staff shall be made as to the status of the surrounding properties (developed or not or under construction, type of construction, etc.)
3. Upon discontinuation of the cell tower use or lease for said cell tower use, the cell tower must be dismantled and removed from the site by the current lessee/owner.
4. Upon request of renewal of the subject CUP, an emergency contact for the site must be submitted to the City of Yukon and posted on site. Said contact shall be able to be reached around the clock in case of emergency.

A tract of land in the East Four Hundred Fifty (450) feet of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Eighteen (18), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma.



**Planning Commission Minutes
September 15, 2014**

The City of Yukon Planning Commission held a Meeting September 15, 2014 at 7:00 p.m. in the Centennial Building at 12 South 5th St.

Invocation was given by Chairman Taylor
Flag Salute was lead in unison by Commissioner Hatley

ROLL CALL: (Present) Larry Taylor, Chairman
Robert Davis, Commissioner
Ed Hatley, Commissioner
Bill Baker, Commissioner
(Absent) Earline Smaistrla, Commissioner

OTHERS PRESENT: Cindy Wright, City Planner
Josh Gotcher, IT
Mark Osby, City Attorney
Mitchell Hort, Development Service Director
Kathy Johnson, Secretary

1. ITEM: APPROVAL OF THE MINUTES OF THE JULY 14TH MEETING

Commissioner Hatley made a motion to accept the minutes as written, Seconded by Commissioner Baker

A roll call vote was taken.

The Vote:

Ayes: Taylor, Baker, Davis, Hatley

Nays: None

Vote: 4-0

Motion Carried

2. ITEM: VISITORS
None

3. ITEM: CONSIDERATION OF A REQUEST BY ERS TELECOM PROPERTIES FOR A CONDITIONAL USE PERMIT FOR A 170 FT MONOPOLE TOWER TO BE LOCATED

WEST OF WEST KALI AVE AND NORTH 11TH ST. YUKON, OK. A TRACT OF LAND IN THE EAST FOUR HUNDRED FIFTY (450) FEET OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHTEEN (18), TOWNSHIP TWELVE (12) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, CANADIAN COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE NORTH 00°02'50" EAST ALONG SAID EAST LINE A DISTANCE OF 100 FEET TO THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 239, PAGE 318 AND THE POINT OF BEGINNING; THENCE S89°48'37" W ON SAID NORTH LINE A DISTANCE OF 316.42 FEET; THENCE N00°02'50" E A DISTANCE OF 194.35 FEET; THENCE S89°41'33" W A DISTANCE OF 133.59 FEET; THENCE N00°02'50" E A DISTANCE OF 543.98 FEET TO A POINT 100 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER ROCK ISLAND RAIL ROAD; THENCE S88°44'25" E PARALLEL WITH AND 100 FEET SOUTH OF SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 450.10 FEET TO THE EAST LINE OF SAID SE/4; THENCE S00°02'50" W ON SAID EAST LINE A DISTANCE OF 726.68 FEET TO THE POINT OF BEGINNING

Steve Woody, ERS Telecom Properties who would be the tower builder and the tower owner. Verizon Wireless would be the anchor tenant on the tower and the trustees of the June Taylor trust whose family owns the property. We have signed a lease with the property owners to construct a tower on a 60x60 piece of land in the NW corner of the property. We are asking for a Conditional Use Permit. The tower would be a monopole design; you should have the packet I sent out. It is for Verizon Wireless to provide the coverage that services the community; to fill some dead spots and some areas of concern for them. We would build the tower to accommodate three additional users, so there would be four total on the tower. The tract of land is a pretty large vacant tract of land, to the North is railroad property, to the West is a tree farm with a lot of floodplain on it, we are 350 feet off of Kali Ave., 750 feet off of Main street, so its hidden back there quite a ways. As the community develops it will provide additional wireless communications. As you drive around OKC or Dallas, where I live, there isn't any where that you don't see these towers. We keep the facility looking nice and in good repair. That is pretty much it, if you have questions.

Chairman Taylor replied we have done these Conditional Use Permits before. If there are any problems they have to come back to the board, is that correct Mitchell?

Mr. Hort replied if we have a complaint, or he doesn't comply with the conditions of the Conditional Use Permit. It's renewed each year, unless there is a problem then it will come back to the Planning Commission as well as the City Council.

Larry Rudebusch, 309 E Parkland Dr, stated Chairman Taylor and Commissioners thanks for the opportunity to talk. The tree farm that he is talking about belongs to my son and I. We don't know a lot about what is proposed for this particular incident that he is talking about; I do know that a 170 foot tower is substantial, I do

know that the property today, certainly needs to be cleaned up, and we would love to see it cleaned up and utilized in some fashion; I really question if that's the appropriate area for a communication tower. There is residential all around it, in addition to the property that we own, there is houses to the East, South. I think someone needs to take a long, hard, look and see if this is something the City wants to do. With the Sports Complex that they are proposing, is that really the first thing we want people to see as they pull into Yukon? Even though it is stuck in the back of that property, that property is not that big. Even though they are going to sell you on the fact that it's not going to be an eyesore – it's going to be an eyesore. So I just want to go on the record tonight in opposition of it being located on that intersection. A 170 foot tower is a substantial tower. I think the City needs to really think about them building something on that intersection that is going to be an eyesore for the rest of our lives.

Chairman Taylor replied it may be an eyesore to you, but to some people it isn't.

Mr. Rudebusch, that may be true. But as a property owner, not just me, but the City of Yukon, I think it's a mistake.

Chairman Taylor replied Sir how far off of Main Street is it?

Mr. Woody replied 750 feet.

Mr. Rudesbusch replied there are house there also, the property lines of those houses are only 300 feet from the pole.

Chairman Taylor so approximately a football field.

Chairman Taylor stated we appreciate your comments.

Mike Rudebusch, 413 Stonemill Blvd. stated is appropriate for me to ask questions to Steve Woody?

Chairman Taylor said yes, Mr. Woody please step up to the microphone.

Mr. Rudebusch stated I'm not sure what to expect for a development around something like that. I'm sure in Dallas, due to the population; they probably put them up in neighborhoods. But it's not like that in Yukon; there is plenty of property outside of Yukon. When you invest money in a property that close to Main Street, you hope development will move your way. If you put a big tower there, what's that going to do to that part of the City, which has basically started to die. And I think the trend is the revitalization of Main Street, and my hope would be that my tree farm would be surrounded by Main Street again. I don't want that 170 foot pole to hinder the growth in that area; who would want a big pole in their back yard. And of course it's personal for us, because that's our view. The main thing is there is land everywhere, that isn't on Main street and Garth Brooks Blvd. My question for Steve Woody is, would you see that hindering the development in that area? That piece of property is a prime piece of property that will surely be developed.

Mr. Woody responded did you look at the tower? It doesn't have guide wires; as far as tower it's the least intrusive kind. Again, we are about 1000 feet from the

corner; people are going to have to try really hard to see it, they will have to look at the exact spot as they go by; nobody pays any attention to towers. I just don't feel that this will stop development; it may even increase development, soon they will do away with land lines, the next generation needs cell phones and they need the coverage.

Commissioner Baker asked on the drawing it shows an 80 foot setback from the fence to the tree farm, there is no chance you will move it closer?

Mr. Woody replied no.

Commissioner Baker asked so the pole will be 80 feet from the fence line?

Mr. Hort stated Mr. Woody please step up to the podium when you speak so we can get it all on record.

Mr. Woody replied we will be 80 feet to 100 feet from the pole to the property line. Plus there is floodplain on it and behind it so there is no chance of development of any homes right there.

Mr. Larry Rudebusch stated if there is 170 foot built you will see it from Main Street.

Commissioner Hatley stated I would like to make a motion, in the case of the application for a Conditional Use Permit submitted by ERS on Behalf of Juynne W. Taylor 1003 Trust, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all attachments cited in the Staff Reports. I move that this item be recommended for approval to the City Council with the following conditions:

1. Access to the cell tower shall be approved by the City of Yukon prior to issuance of a final Certificate of Occupancy. Said driveway shall be permitted to be a gravel drive.
2. Upon development of properties directly adjacent to the subject site, a sight-proof fence will be required of the current lessee/property owner. Said screening shall adhere to City of Yukon screening requirements. Upon submittal of a request for renewal of the subject CUP, a determination by staff shall be made as to the status of the surrounding properties (developed or not or under construction, type of construction, etc.)
3. Upon discontinuation of the cell tower use or lease for said cell tower use, the cell tower must be dismantled and removed from the site by the current lessee/owner.
4. Upon request of renewal of the subject CUP, an emergency contact for the site must be submitted to the City of Yukon and posted on site. Said contact shall be able to be reached around the clock in case of emergency.

Seconded by Bill Baker.

The Vote:

Ayes: Taylor, Davis, Hatley, Baker

Nays: None

Vote: 4-0

Motion Carried

Site Location: West of W. Kali Avenue and North 11th Street, Yukon, OK

Site Name: Yukon



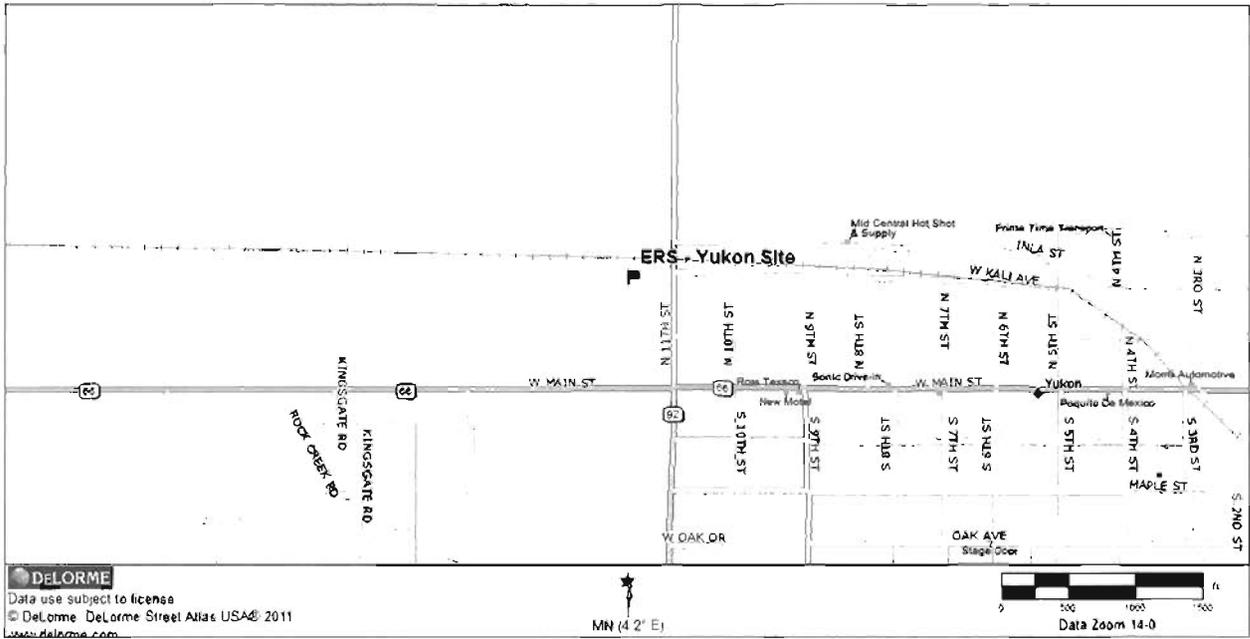
Conditional Use



Verizon Wireless

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1. Site Map
2. Narrative Overview
3. Benefits of Wireless Communications Sites
4. RF Health and Safety
5. Telecom Act of 1996
6. Site Drawings





NARRATIVE OVERVIEW

The Application

ERS Telecom Properties (“ERS”) seeks a Conditional Use that will allow the construction of a 170 ft. monopole tower inside a 60 ft. x 60 ft. fenced site compound (the “Facility”) West of West Kali Avenue and North 11th Street, Yukon, OK (the “Property”). The Facility is designed to provide Verizon Wireless and three additional carriers an antenna support structure that will allow them to maintain and enhance their wireless coverage in the area.

General Background

ERS, in support of the commercial wireless industry and various state and federal agencies, constructs, owns and operates communication towers across the Midwest. ERS currently has master lease agreements in place with all the major wireless providers and numerous state agencies as well. Our parent company, Emergency Radio Service, is a Motorola dealership specializing in providing communications equipment in support of public safety and first responders. Emergency Radio Service has been family owned and operated since 1948.

Verizon is a national wireless communication provider. Verizon has entered into a lease agreement with ERS that will allow them to collocate their wireless antennas on the Facility. The Facility will allow Verizon to provide superior wireless services to Yukon and Canadian County, including traditional cellular services, such as, wireless telephone service and new services not available under some traditional analog cellular systems like wireless internet connections and wireless data transmission. Verizon’s wireless technology operates at various radio frequency (“RF”) bands and utilizes a digital

wireless voice and data transmission system. This technology does not interfere with radio, television or other communications signals, and all matters pertaining to signal interference are within the sole province of the Federal Communications Commission (“FCC”). Verizon’s wireless phone systems operate on a “grid” system, whereby overlapping “cells” mesh to form a seamless wireless network. The technical criteria for establishing wireless sites are very exacting as to both the height and location of the site. Based on a computerized engineering study, which takes into account, local population density, traffic patterns and topography, Verizon’s RF engineers have determined that the proposed Facility location allows them to provide seamless wireless coverage to the citizens of Yukon and Canadian County.

The Proposal

ERS, on behalf of the Juynne W. Taylor, Trustee of the Juynne W. Taylor 1993 Trust (the “Landowner”), seeks a Conditional Use Permit that will allow ERS to construct the proposed Facility on the Landowner’s property located West of West Kali Avenue and North 11th Street, Yukon, OK. ERS and the Landowner have executed a land lease granting ERS the right to construct the Facility on a parcel of land measuring 3,600 sq ft. The lease also grants ERS a “non-exclusive” access/utility easement to the Facility from the nearest public right-of-way. The tower will be of a monopole design, and will not require supporting guy wires.

ERS submits that it has satisfied the criteria for the issuance of a Conditional Use Permit as set forth in the City of Yukon’s Zoning Ordinance. In addition to the information provided herewith, and the information to be produced as part of the public hearing process, ERS specifically notes the following:

1. CONFORMITY TO PLANS AND DRAWINGS SUBMITTED WITH THE APPLICATION;

ERS will construct the Facilities in a manner that adheres to all industry standards, and conforms to the plans submitted with this application.

2. SPECIAL YARDS, OPEN SPACES, BUFFER STRIPS, WALLS, FENCES, CONCEALING HEDGES, LANDSCAPING;

The Owner's property is a large tract of land that would accommodate the construction of the Facility, while meeting all the necessary setback requirements that the City of Yukon requires. The location of the property makes it particularly suitable for the transmission of Verizon's wireless signal.

3. VOLUME OF TRAFFIC GENERATED, VEHICULAR MOVEMENTS WITHIN THE SITE, AND POINTS OF VEHICULAR INGRESS AND EGRESS;

There will be almost no increase to vehicular traffic in the area surrounding the Facility. Once the Facility is constructed, it will only require monthly maintenance visits.

4. PERFORMANCE CHARACTERISTICS, RELATED TO THE EMISSION OF NOISE, VIBRATION 7 OTHER POTENTIALLY DANGEROUS OR OBJECTIONABLE ELEMENTS;

The Facility emits no noise or vibrations.

5. LIMIT ON TIME OF DAY FOR THE CONDUCT OF SPECIFIED ACTIVITIES;

All activities at the Facility will be conducted during normal business hours, except in the case of emergency situations.

6. THE PERIOD WITHIN WHICH THE PERMIT SHALL BE EXERCISED OR OTHERWISE SHALL LAPSE;

ERS shall comply with all the City of Yukon's requirements concerning permits.

7. GUARANTEES AS TO COMPLIANCE WITH THE TERMS OF APPROVAL;

ERS shall comply with all the terms of approval set forth by the City of Yukon in regards to this Conditional Use Permit.

Given the tremendous time pressure under which ERS & Verizon are working, and consistent with applicable law, we respectfully ask that this application be processed as expeditiously as possible. Please note that ERS expressly reserves all of its rights and claims, including, without, limitation, those available to it under the City of Yukon's Zoning Ordinance or any other state, local or Federal law. Without limiting the generality of the foregoing, no waiver of similar consequence should be inferred here from and no filing of any application for any permit (including, without limitation, any building or other permit), license or approval or any other action heretofore or hereafter taken by or on behalf of ERS shall be construed as a waiver or limitation of any right or claim of ERS.

Benefits of Wireless Communication Sites

- Support for emergency services by providing wireless communications to paramedics, firefighters and law enforcement agencies.
- Wireless Communications provides back up system to land-line system in the event of a natural or man made disaster.
- Site would help process 911 calls in Yukon and Canadian County.
- Site will provide a structurally sound antenna support structure for additional wireless providers.
- Over 70% of all people in the U.S. have cell phones.
- Increased wireless communications can help spur new business growth in the area.
- Over 60% of all 911 calls in the U.S. come from cellular telephones.



The attached information is from the Office of Engineering and Technology (OET) that advises the Federal Communications Commission concerning engineering matters.

It is part of the “Frequently Asked Questions” portion of the OET’s Website which address the health and safety concerns of Cellular and PCS Towers and Antennas to nearby populations. The full document and other information on RF Emissions can be viewed at: www.fcc.gov/oet/rfsafety .

ARE CELLULAR AND PCS TOWERS AND ANTENNAS SAFE?

Cellular radio services transmit using frequencies between 824 and 894 megahertz (MHz).

Transmitters in the Personal Communications Service (PCS) use frequencies in the range of 1850-1990 MHz. Antennas used for cellular and PCS transmissions are typically located on towers, water tanks or other elevated structures including rooftops and the sides of buildings.

The combination of antennas and associated electronic equipment is referred to as a cellular or PCS "base station" or "cell site." Typical heights for free-standing base station towers or structures are 50-200 feet. A cellular base station may utilize several "omni-directional" antennas that look like poles, 10 to 15 feet in length, although these types of antennas are less common in urbanized areas.

In urban and suburban areas, cellular and PCS service providers commonly use "sector" antennas for their base stations. These antennas are rectangular panels, *e.g.*, about 1 by 4 feet in size, typically mounted on a rooftop or other structure, but they are also mounted on towers or poles.

Panel antennas are usually arranged in three groups of three each. It is common that not all antennas are used for the transmission of RF energy; some antennas may be receive-only.

At a given cell site, the total RF power that could be radiated by the antennas depends on the number of radio channels (transmitters) installed, the power of each transmitter, and the type of antenna. While it is theoretically possible for cell sites to radiate at very high power levels, the maximum power radiated in any direction usually does not exceed 50 watts.

The RF emissions from cellular or PCS base station antennas are generally directed toward the horizon in a relatively narrow pattern in the vertical plane. In the case of sector (panel) antennas, the pattern is fan-shaped, like a wedge cut from a pie. As with all forms of electromagnetic energy, the power density from the antenna decreases rapidly as one moves away from the antenna. Consequently, ground-level exposures are much less than exposures if one were at the same height and directly in front of the antenna.

Measurements made near typical cellular and PCS installations, especially those with tower-mounted antennas, have shown that ground-level power densities are thousands of times less than the FCC's limits for safe exposure. This makes it extremely unlikely that a member of the general public could be exposed to RF levels in excess of FCC guidelines due solely to cellular or PCS base station antennas located on towers or monopoles.

When cellular and PCS antennas are mounted at rooftop locations it is possible that a person could encounter RF levels greater than those typically encountered on the ground. However, once again, exposures approaching or exceeding the safety guidelines are only likely to be encountered very close to and directly in front of the antennas. For sector-type antennas, RF levels to rear are usually very low. ([Back to Index](#))

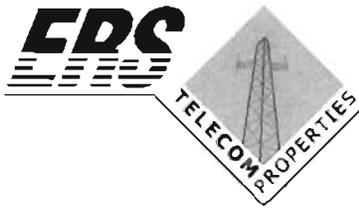
For further information on cellular services go to

http://wireless.fcc.gov/services/index.htm?job=service_home&id=cellular

ARE CELLULAR AND OTHER RADIO TOWERS LOCATED NEAR HOMES OR SCHOOLS SAFE FOR RESIDENTS AND STUDENTS?

As discussed above, radiofrequency emissions from antennas used for cellular and PCS transmissions result in exposure levels on the ground that are typically thousands of times below safety limits. These safety limits were adopted by the FCC based on the recommendations of expert organizations and endorsed by agencies of the Federal Government responsible for health and safety. Therefore, there is no reason to believe that such towers could constitute a potential health hazard to nearby residents or students.

Other antennas, such as those used for radio and television broadcast transmissions, use power levels that are generally much higher than those used for cellular and PCS antennas. Therefore, in some cases there could be a potential for higher levels of exposure to persons on the ground. However, all broadcast stations are required to demonstrate compliance with FCC safety guidelines, and ambient exposures to nearby persons from such stations are typically well below FCC safety limits. ([Back to Index](#))



The attached information is from the American Cancer Society (ACS) Website.

It is a part of the “Learn about Cancer” portion of the ACS’s Website which addresses the health and safety concerns, specifically cancer risks, of Cellular and PCS Towers and Antennas to nearby populations. The full document can be viewed at: www.cancer.org. (Type in “Cellular Phone Tower” in the search field, otherwise the exact web site address is printed in the attached documents footer.)

Skip navigation

Learn About Cancer

Find information and resources for a specific cancer topic

[Learn About Cancer](#)

[What Causes Cancer?](#)

[Other Carcinogens](#)

[At Home](#)

Cellular Phone Towers

Cellular (cell) phones first became widely available in the United States in the 1990s, but their use has increased dramatically since then. The widespread use of cell phones has led to the placement of cell phone towers in many communities. These towers, also called base stations, consist of electronic equipment and antennas that receive and transmit radiofrequency (RF) signals.

How do cellular phone towers work?

Cell phone base stations may be free standing towers or mounted on existing structures, such as trees, water tanks, or tall buildings. The antennas need to be located high enough so they can adequately cover the area. Base stations usually range in height from 50-200 feet.

Cell phones communicate with nearby cell towers mainly through radiofrequency (RF) waves, a form of energy in the electromagnetic spectrum between FM radio waves and microwaves. Like FM radio waves, microwaves, visible light, and heat, they are forms of non-ionizing radiation. This means they cannot cause cancer by directly damaging DNA. RF waves are different from stronger types of radiation such as x-rays, gamma rays, and ultraviolet (UV) light, which can break the chemical bonds in DNA.

At very high levels, RF waves can heat up body tissues. (This is the basis for how microwave ovens work.) But the levels of energy used by cell phones and towers are much lower.

When a person makes a cell phone call, a signal is sent from the phone's antenna to the nearest base station antenna. The base station responds to this signal by assigning it an available radiofrequency channel. RF waves transfer the voice information to the base station. The voice signals are then sent to a switching center, which transfers the call to its destination. Voice signals are then relayed back and forth during the call.

How are people exposed to the energy from cellular phone towers?

As people use cell phones to make calls, signals are transmitted back and forth to the base station. The RF waves produced at the base station are given off into the

environment, where people can be exposed to them.

The energy from a cellular phone tower antenna, like that of other telecommunication antennas, is directed toward the horizon (parallel to the ground), with some downward scatter. Base station antennas use higher power levels than other types of land-mobile antennas, but much lower levels than those from radio and television broadcast stations. The amount of energy decreases rapidly with increasing distance from the antenna. As a result, the level of exposure to radio waves at ground level is very low compared to the level close to the antenna.

Public exposure to radio waves from cell phone tower antennas is slight for several reasons. The power levels are relatively low, the antennas are mounted at high above ground level, and the signals are transmitted intermittently, rather than constantly.

At ground level near typical cellular base stations, the amount of RF energy is thousands of times less than the limits for safe exposure set by the Federal Communication Commission (FCC) and other regulatory authorities. It is very unlikely that a person could be exposed to RF levels in excess of these limits just by being near a cell phone tower.

When cellular antennas are mounted on rooftops, it is possible that a person on the roof could be exposed to RF levels greater than those typically encountered on the ground. But even then, exposure levels approaching or exceeding the FCC safety guidelines are only likely to be found very close to and directly in front of the antennas. If this is the case, access to these areas should be limited.

The level of RF energy inside buildings where a base station is mounted is typically much lower than the level outside depending on the construction materials of the building. Wood or cement block reduces the exposure level of RF radiation by a factor of about 10. The energy level *behind* an antenna is hundreds to thousands of times lower than in front. Therefore, if an antenna is mounted on the side of a building, the exposure level in the room directly behind the wall is typically well below the recommended exposure limits.

Do cellular phone towers cause cancer?

Some people have expressed concern that living, working, or going to school near a cell phone tower might increase the risk of cancer or other health problems. At this time, there is very little evidence to support this idea. In theory, there are some important points that would argue against cellular phone towers being able to cause cancer.

First, the energy level of radiofrequency (RF) waves is relatively low, especially when compared with the types of radiation that are known to increase cancer risk, such as gamma rays, x-rays, and ultraviolet (UV) light. The energy of RF waves given off by cell phone towers is not enough to break chemical bonds in DNA molecules, which is how these stronger forms of radiation may lead to cancer.

A second issue has to do with wavelength. RF waves have long wavelengths, which can only be concentrated to about an inch or two in size. This makes it unlikely that the energy from RF waves could be concentrated enough to affect individual cells in the

body.

Third, even if RF waves were somehow able to affect cells in the body at higher doses, the level of RF waves present at ground level is very low -- well below the recommended limits. Levels of energy from RF waves near cell phone towers are not significantly different than the background levels of RF radiation in urban areas from other sources, such as radio and television broadcast stations.

For these reasons, most scientists agree that cell phone antennas or towers are unlikely to cause cancer.

Studies in people

Very few human studies have focused specifically on cellular phone towers and cancer risk. In the largest study published to date, British researchers compared a group of more than 1,000 families of young children with cancer against a similar group of families of children without cancer. They found no link between a mother's exposure to the towers during pregnancy (based on the distance from the home to the nearest tower and on the amount of energy given off by nearby towers) and the risk of early childhood cancer.

The amount of exposure from living near a cell phone tower is typically many times lower than the exposure from using a cell phone. About 30 studies have looked at possible links between cell phone use and tumors in people. Most studies to date have not found a link between cell phone use and the development of tumors, although these studies have had some important limitations. This is an area of active research. For more information, see the document, *Cellular Phones*.

Studies done in the lab

Laboratory studies have looked at whether the types of RF waves used in cell phone communication can cause DNA damage. Most of these studies have supported the idea that the RF waves given off by cell phones and towers don't have enough energy to damage DNA directly.

Some scientists have reported that the RF waves may produce other effects in human cells (in lab dishes) that might possibly help tumors grow. However, these studies have not been verified. Several studies in rats and mice have looked at whether RF energy might promote the development of tumors caused by other known carcinogens (cancer-causing agents). These studies did not find evidence of tumor promotion. Research in this area continues.

What expert agencies say

The 3 expert agencies that usually classify cancer-causing exposures (carcinogens) -- the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), and the US Environmental Protection Agency (EPA) -- have not classified cell phone towers as to their cancer-causing potential.

According to the World Health Organization:

Considering the very low exposure levels and research results collected to date, there is no convincing scientific evidence that the weak RF signals from base stations and wireless networks cause adverse health effects.

In commenting on cell phone towers near homes or schools, the Federal Communications Commission states:

Radiofrequency emissions from antennas used for cellular and PCS [personal communications service] transmissions result in exposure levels on the ground that are typically thousands of times below safety limits. These safety limits were adopted by the FCC based on the recommendations of expert organizations and endorsed by agencies of the Federal Government responsible for health and safety. Therefore, there is no reason to believe that such towers could constitute a potential health hazard to nearby residents or students.

Do cellular phone towers cause any other health problems?

While high levels of RF waves can cause a warming of body tissues, the energy levels on the ground near a cell phone tower are far below the levels needed to cause this effect. Thus far, there is no evidence in published scientific reports that cell phone towers cause any other health problems.

Can I limit my exposure?

Cell phone towers are not known to cause any health effects. But if you are concerned about possible exposure from a cell phone tower near your home or office, you can ask a government agency or private firm to measure the RF field strength near the tower to ensure that it is within the acceptable range.

What should I do if I've been exposed to cellular phone towers?

There is no test to measure whether you have been exposed to RF radiation from cellular phone towers. But as noted above, most researchers and regulatory authorities do not believe that cell phone towers pose health risks under ordinary conditions. If you have additional health concerns, please consult your doctor.

Additional resources

More information from your American Cancer Society

The following related information may also be helpful to you. These materials may be viewed on our Web site or ordered from our toll-free number, at 1-800-227-2345.

Cellular Phones

Known and Probable Human Carcinogens

Radiation Exposure and Cancer

National organizations and Web sites*

In addition to the American Cancer Society, other sources of information and support include:

Environmental Protection Agency

Home page: www.epa.gov

Understanding radiation: www.epa.gov/radiation/understanding-radiation-overview.html

Federal Communications Commission

RF Safety Program, Office of Engineering and Technology

Web site: www.fcc.gov/oet/rfsafety

Food and Drug Administration

Home page: www.fda.gov

Radiation-emitting products: Cell phones: www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm

National Cancer Institute

Toll-free number: 1-800-422-6237 (1-800-4-CANCER)

Home page: www.cancer.gov

Cellular telephone use and cancer risk: www.cancer.gov/cancertopics/factsheet/Risk/cellphones

National Institute of Environmental Health Sciences

Home page: www.niehs.nih.gov

Electric and magnetic fields: www.niehs.nih.gov/health/topics/agents/emf/index.cfm

World Health Organization

Electromagnetic fields and public health: base stations and wireless technologies

Web site: www.who.int/mediacentre/factsheets/fs304/en/index.html

** Inclusion on this list does not imply endorsement by the American Cancer Society*

No matter who you are, we can help. Contact us anytime, day or night, for information and support. Call us at 1-800-227-2345 or visit www.cancer.org.

References

ANSI-C95.1, 1982, American National Standards Institute. American national standard safety levels with respect to human exposure to radiofrequency electromagnetic fields, 300 kHz to 100 Ghz. New York: IEEE.

Elliott P, Toledano MB, Bennett J, et al. Mobile phone base stations and early childhood cancers: case-control study. *BMJ*. 2010;340:c3077. [Epub ahead of print]

Federal Communications Commission, Office of Engineering and Technology. Radio Frequency Safety. 2009. Accessed at www.fcc.gov/oet/rfsafety/rf-faqs.html on February 22, 2010.

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ICNIRP: International Commission on Non-Ionizing Radiation Protection. Health Issues related to the use of hand-held radiotelephones and base transmitters. *Health Physics*. 1996;70:587-593.

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NCRP, 1986, National Council on Radiation Protection. Biological effects and exposure criteria for radiofrequency electromagnetic fields. Report 86, (Bethesda, MD: National Council on Radiation Protection and Measurements) pp. 1-382.

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Valberg PA. Radio frequency radiation (RFR): the nature of exposure and carcinogenic potential. *Cancer Causes Control*. 1997;8:323-332.

Wolf R, Wolf D. Increased incidence of cancer near a cell-phone transmitter station. *Int J Cancer Prevention* 2004;1:123-128.

World Health Organization (WHO). Electromagnetic fields and public health: base stations and wireless technologies. 2006. Accessed at www.who.int/mediacentre/factsheets/fs304/en/index.html on February 23, 2010.

increments over a period of 5 years beginning on the effective date of such regulations.

'(f)(1) A utility shall provide a cable television system or any telecommunications carrier with nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by it.

'(2) Notwithstanding paragraph (1), a utility providing electric service may deny a cable television system or any telecommunications carrier access to its poles, ducts, conduits, or rights-of-way, on a non-discriminatory basis where there is insufficient capacity and for reasons of safety, reliability and generally applicable engineering purposes.

'(g) A utility that engages in the provision of telecommunications services or cable services shall impute to its costs of providing such services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the pole attachment rate for which such company would be liable under this section.

'(h) Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment. Any entity that adds to or modifies its existing attachment after receiving such notification shall bear a proportionate share of the costs incurred by the owner in making such pole, duct, conduit, or right-of-way accessible.

'(i) An entity that obtains an attachment to a pole, conduit, or right-of-way shall not be required to bear any of the costs of rearranging or replacing its attachment, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including the owner of such pole, duct, conduit, or right-of-way).'

| [Telecoms Act Index](#) || [Top](#) |

SEC. 704. FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS.

(a) **National Wireless Telecommunications Siting Policy:** Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end the following new paragraph:

'(7) **Preservation of local zoning authority:**

'(A) **General authority:** Except as provided in this paragraph, nothing in this Act shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.

'(B) **Limitations:**

'(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof--

'(I) shall not unreasonably discriminate among providers of functionally equivalent services; and

'(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

'(ii) A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

'(iii) Any decision by a State or local government or instrumentality thereof to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

'(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

'(v) Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause (iv) may petition the Commission for relief.

'(C) **Definitions:** For purposes of this paragraph--

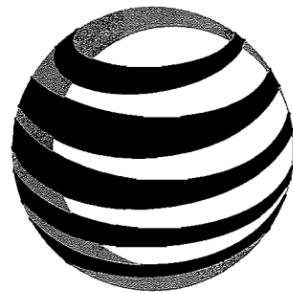
'(i) the term 'personal wireless services' means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services;

'(ii) the term 'personal wireless service facilities' means facilities for the provision of personal wireless services; and

'(iii) the term 'unlicensed wireless service' means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services (as defined in section 303(v)).'

(b) **Radio Frequency Emissions:** Within 180 days after the enactment of this Act, the Commission shall complete action in ET Docket 93-62 to prescribe and make effective rules regarding the environmental effects of radio frequency emissions.

(c) **Availability of Property:** Within 180 days of the enactment of this Act, the President or his designee shall prescribe procedures by which Federal departments and agencies may make available on a fair, reasonable, and nondiscriminatory basis, property, rights-of-way, and easements under their control for the placement of new telecommunications services that are dependent, in whole or in part, upon the utilization of Federal spectrum rights for the transmission or reception of such services. These procedures may establish a presumption that requests for the use of property, rights-of-way, and easements by duly authorized providers should be granted absent unavoidable direct conflict with the department or agency's mission, or the current or planned use of the property, rights-of-way, and easements in question. Reasonable fees may be charged to providers of such telecommunications services for use of property, rights-of-way, and easements. The Commission shall provide technical support to States to encourage them to make property, rights-of-way, and easements under their jurisdiction available for such purposes.



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YUKON

SITE NUMBER:
TBD

CANADIAN COUNTY
PROPOSED 170' MONOPOLE
ZONING DRAWINGS

B+T GRP
1717 S. BOULDER
SUITE 300
TULSA, OK 74119
PH: (918) 587-4630
www.btgrp.com

ERS TELECOM PROPERTIES
9144 N. 900 W.
PO BOX 110
LIGONIER, IN 46767
(800) 377-2929

YUKON
YUKON, OK 73099
PROPOSED
MONOPOLE

PROJECT SUMMARY

LAND OWNER: JUNE ELIZABETH ST. JOHN CASHION
SUCCESSOR TRUSTEE OF THE JUYNNE W TAYLOR
1993 TRUST

CONTACT: N/A

TOWER OWNER: ERS TELECOM PROPERTIES
9144 N. 900 W.
PO BOX 110
LIGONIER, IN 46767
(800) 377-2929

JURISDICTION: CANADIAN COUNTY

NAD83

LATITUDE: 35° 30' 36.11" N
LONGITUDE: 97° 45' 40.51" W

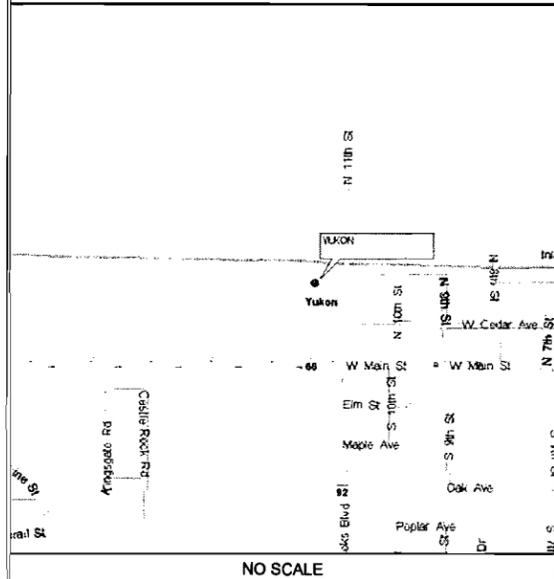
CUSTOMER /APPLICANT: ERS TELECOM PROPERTIES
9144 N. 900 W.
PO BOX 110
LIGONIER, IN 46767

AREA OF CONSTRUCTION: 60' x 60'

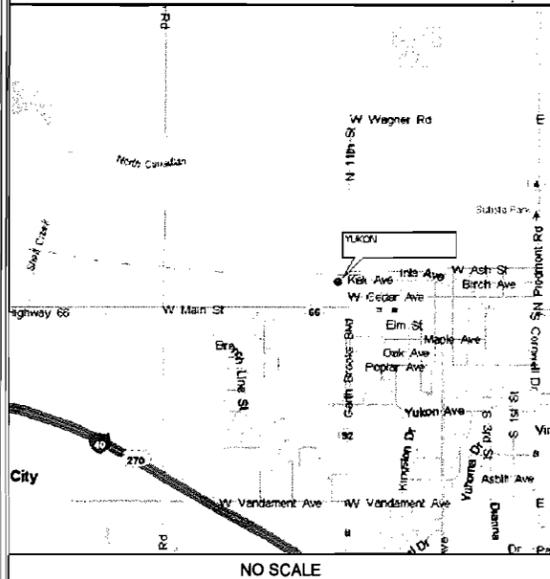
OCCUPANCY TYPE: UNMANNED

A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION

AREA MAP



LOCATION MAP



DRAWING INDEX

SHEET #	SHEET DESCRIPTION	REV. #
T-1	TITLE SHEET	A
1 OF 2	SURVEY	7/28/14
2 OF 2	SURVEY	7/28/14
ZD-1	OVERALL SITE PLAN	A
ZD-2	ENLARGED SITE PLAN	A
ZD-3	TOWER ELEVATION	A

CONTACT INFORMATION

ENGINEER: B&T ENGINEERING, INC.
1717 S. BOULDER, STE. 300
TULSA, OK 74119
CONTACT: CHARLES LEONARD
PHONE: (918) 587-4630

ELECTRIC PROVIDER: CADDO ELECTRIC COOP
(405) 376-3983

TELCO PROVIDER: AT&T
(877) 303-2243

SURVEYOR: H&S SURVEYING INC
(405) 262-0249

DRIVING DIRECTIONS

DEPART WILL ROGERS WORLD AIRPORT ON LOCAL ROAD(S). MERGE ONTO TERMINAL DR, BEAR RIGHT ONTO S MERIDIAN AVE. TURN LEFT ONTO LOCAL ROAD(S), TAKE RAMP (LEFT) ONTO I-40 [US-270]. AT EXIT 136, TURN RIGHT ONTO RAMP, TURN RIGHT ONTO OK-92 [GARTH BROOKS BLVD]. ROAD NAME CHANGES TO N 11TH ST, TURN LEFT ONTO ACCESS ROAD(S). ARRIVE YUKON.

A/E DOCUMENT REVIEW STATUS

TITLE	SIGNATURE	DATE
AT&T CONSTRUCTION MGR:		
RF ENGINEER:		
ZONING APPROVAL:		
SITE ACQUISITION:		
PROPERTY OWNER:		
STATUS CODE:		
1	ACCEPTED: WITH OR NO COMMENTS, CONSTRUCTION MAY PROCEED	
2	NOT ACCEPTED: RESOLVE COMMENTS AND RESUBMIT	

ACCEPTANCE DOES NOT CONSTITUTE APPROVAL OF DESIGN, CALCULATIONS, ANALYSIS, TEST METHODS OF MATERIALS DEVELOPED OR SELECTED BY THE SUBCONTRACTOR AND DOES NOT RELIEVE SUBCONTRACTOR FROM FULL COMPLIANCE WITH CONTRACTUAL OBLIGATIONS.

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING/DWELLING	IBC 2009
STRUCTURAL	IBC 2009
MECHANICAL	IMC 2009
ELECTRICAL	NEC 2011

PROJECT DESCRIPTION

THE PROPOSED PROJECT INCLUDES:

- INSTALL NEW COMPOUND & TOWER.
- INSTALL NEW POWER UTILITIES.
- INSTALL NEW GROUNDING SYSTEM.

DO NOT SCALE DRAWINGS

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 11X17. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



CALL OKLAHOMA ONE CALL
(800) 522-OKIE
CALL 3 WORKING DAYS
BEFORE YOU DIG!



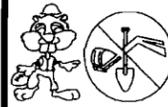
B&T ENGINEERING, INC.
CA 3590 (PE)
Expires 6/30/14

**THIS DOCUMENT IS
PRELIMINARY IN
NATURE AND IS NOT
A FINAL, SIGNED
AND SEALED
DOCUMENT**

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: **T-1** REVISION: **A**

THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE, THIS IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CLIENTS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.



BEFORE YOU DIG !!!
CALL OKIE FOR LOCATION OF UNDERGROUND UTILITIES.
1-800-522-6543

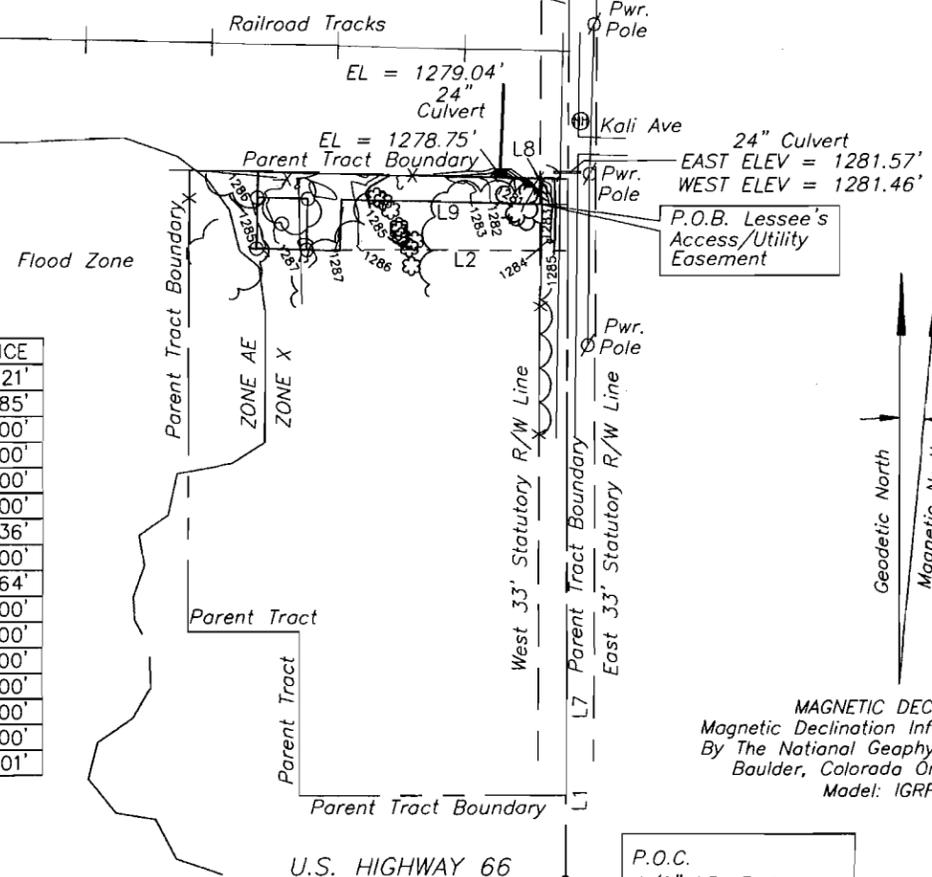
LESSEE'S LEASE AREA
3,600.00 SQ. FT.
0.083 ACRES

ACCESS/UTILITY AREA
12,459.66 SQ. FT.
0.286 ACRES

3/8" I.R. Fnd.
NE Cor. of SE/4
Sec. 18, T12N, R5W
Ref. By: LS# 696

P.O.C.
1/2" I.R. Fnd.
SE Cor. of SE/4
Sec. 18, T12N, R5W
Ref. By: LS# 1149

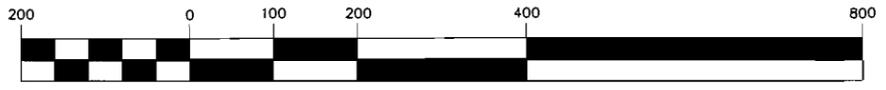
LINE	BEARING	DISTANCE
L1	N 00°03'00" E	743.21'
L2	N 89°57'00" W	309.85'
L3	N 88°44'15" W	60.00'
L4	N 01°15'45" E	60.00'
L5	S 88°44'15" E	60.00'
L6	S 01°15'45" W	60.00'
L7	N 00°03'00" E	797.36'
L8	N 89°57'00" W	33.00'
L9	N 88°44'15" W	235.64'
L10	S 01°15'45" W	60.00'
L11	N 88°44'15" W	40.00'
L12	N 01°15'45" E	60.00'
L13	N 88°44'15" W	60.00'
L14	N 01°15'45" E	30.00'
L15	S 88°44'15" E	335.00'
L16	S 00°03'00" W	30.01'



MAGNETIC DECLINATION
Magnetic Declination Information Provided
By The National Geophysical Data Center
Boulder, Colorado On 07/28/2014
Model: IGRF2010

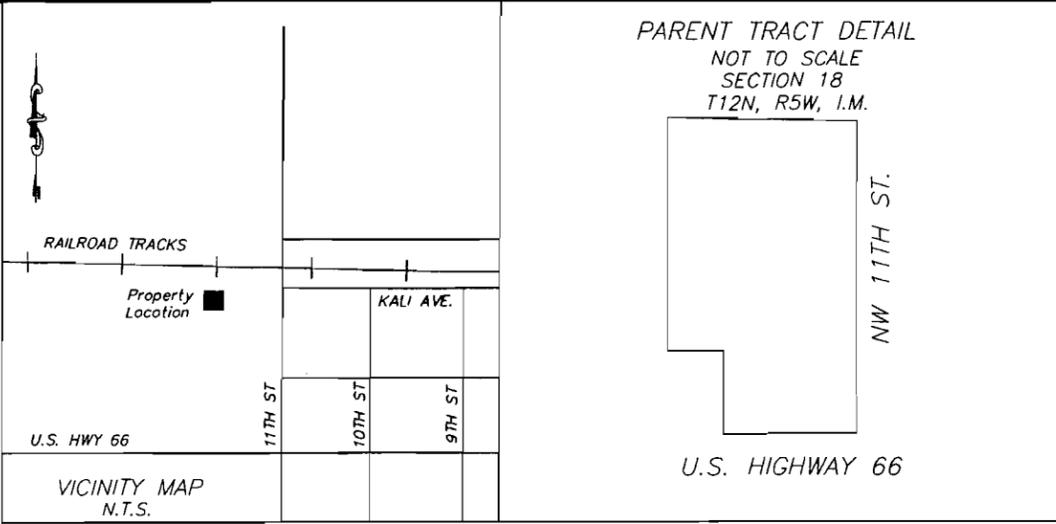
LOCATION/DESCRIPTION	LATITUDE	LONGITUDE	ELEVATION
TOWER NAD83/NAVD88	35°30'36.148"	97°45'40.954"	1287.53'
TOWER NAD27/NGVD29	35°30'35.951"	97°45'39.795"	1287.01'

GRAPHIC SCALE



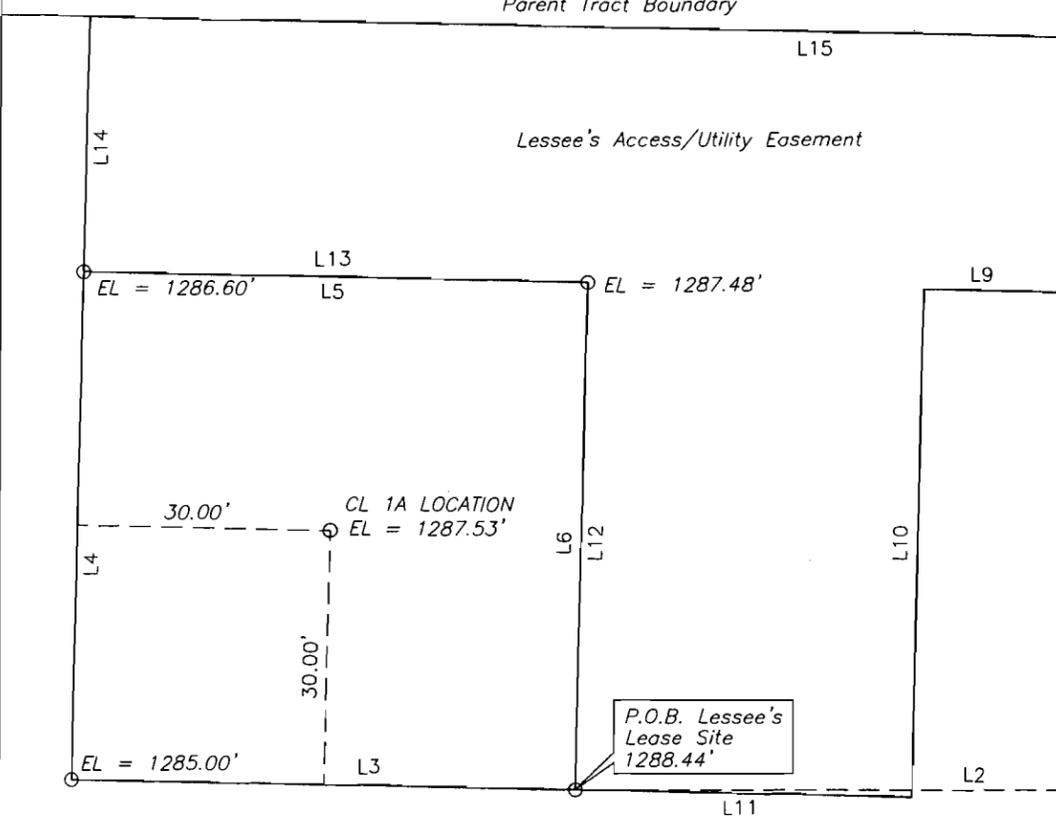
(IN FEET)
1 inch = 200 ft.

DISTANCE TIES FROM THE 1A LOCATION:
TO THE NORTH PARENT TRACT BOUNDARY LINE = 60.0'
TO THE WEST PARENT TRACT BOUNDARY LINE = 110.8'
TO THE EAST PARENT TRACT BOUNDARY LINE = 339.2'
TO THE SOUTH PARENT TRACT BOUNDARY LINE = 480.9'



PARENT TRACT DETAIL
NOT TO SCALE
SECTION 18
T12N, R5W, I.M.

LESSEE'S COMPOUND DETAIL SCALE: 1" = 20'



NOTE: 1A data taken from Lessee's lease site as shown by ties on drawing.

Bearings Based on O.S.P.C.
Established by GPS on: 07/28/14
Datum: Harz: NAD83 Oklahoma North Zone
Vert: Geoid 96

NO.	REVISION	DATE	BY

DATE SURVEYED:	DATE DRAFTED:
07/28/14	07/30/14

FIELD WORK:	OFFICE WORK:
S.G.	S.B.B.

PREPARED BY:
H&S SURVEYING, INC.
Surveying and
Telecommunication Company
SERVING THE CENTRAL U.S.
201 N. HICKFORD, EL RENO, OK. 73036
PH: (405) 282-0248 - FAX: (405) 282-5107
CA 1600 (LS) EXPIRES: 6/30/15
EMAIL: HSSURVEYING@AOL.COM

PREPARED FOR:
ERS TELECOM
1010 POTTER AVENUE
ROCKWALL, TX 75087
PHONE (574) 850-8882

SURVEY OF:
YUKON
SITE ADDRESS:
PART OF THE SE/4 OF SECTION 18, T12N, R5W,
CITY OF YUKON, CANADIAN COUNTY, OKLAHOMA

DRAWING NO.
SV-1
SHEET 1 OF 2

SURVEY OF A LESSEE'S LEASE SITE LYING IN A PART OF
THE SE/4 OF SECTION 18, T12N, R5W OF THE INDIAN MERIDIAN,
CANADIAN COUNTY, OKLAHOMA

PARENT TRACT DESCRIPTION

Being a tract of land in the East Four Hundred Fifty (450) feet of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Eighteen (18), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, said tract being more particularly described as follows:
Commencing at the Southeast corner of said SE/4; Thence North 00°02'50" East along said East line (the bearing upon which this description is based) a distance of 100 feet to the north line of that tract of land described in Book 239, Page 318 and the POINT OF BEGINNING; Thence S 89°48'37" W on said north line a distance of 316.42 feet; Thence N 00°02'50" E a distance of 194.35 feet;
Thence S 89°41'33" W a distance of 133.59 feet; Thence N 00°02'50" E a distance of 543.98 feet to a point 100 feet south of the south right-of-way line of the former Rock Island Rail Road; Thence S 88°44'25" E, parallel with and 100 feet south of said south right-of-way line, a distance of 450.10 feet to the east line of said SE/4; Thence S 00°02'50" W on said east line a distance of 726.68 feet to the Point of Beginning, subject to easements and rights-of-way of record.
(QUIT CLAIM DEED RECORDED IN BOOK 3386, PAGE 527, DEED RECORDS OF CANADIAN COUNTY, OKLAHOMA.)

LESSEE'S LEASE SITE DESCRIPTION

A tract of land lying in and being a part of the Southeast Quarter (SE/4) of Section Eighteen (18), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, and being further described in Book 3386, Page 527, Deed Records of Canadian County, Oklahoma; Said tract being more particularly described as follows:
Commencing at a 1/2" iron rod found for the Southeast corner of said SE/4; Thence N 00°03'00" E on the East line of said SE/4, a distance of 743.21 feet to a point on said East line;
Thence N 89°57'00" W perpendicular to said East line, a distance of 309.85 feet to a 1/2" iron rod with cap set for the Southeast corner, said corner being the Point of Beginning; Thence N 88°44'15" W a distance of 60.00 feet to a 1/2" iron rod with cap set for the Southwest corner; Thence N 01°15'45" E a distance of 60.00 feet to a 1/2" iron rod with cap set for the Northwest corner;
Thence S 88°44'15" E a distance of 60.00 feet to a 1/2" iron rod with cap set for the Northeast corner; Thence S 01°15'45" W a distance of 60.00 feet to the Point of Beginning, containing 3,600.00 square feet or 0.083 acres, more or less.

LESSEE'S ACCESS/UTILITY EASEMENT DESCRIPTION

An easement for ingress, egress and utility purposes lying in and being a part of the Southeast Quarter (SE/4) of Section Eighteen (18), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, and being further described in Book 3386, Page 527, Deed Records of Canadian County, Oklahoma; Said easement being more particularly described as follows:
Commencing at a 1/2" iron rod found for the Southeast corner of said SE/4; Thence N 00°03'00" E on the East line of said SE/4, a distance of 797.36 feet to a point on said East line;
Thence N 89°57'00" W perpendicular to said East line, a distance of 33.00 feet to the Point of Beginning on the West Public Statutory Right-of-Way line; Thence N 88°44'15" W a distance of 235.64 feet to a point; Thence S 01°15'45" W a distance of 60.00 feet to a point; Thence N 88°44'15" W a distance of 40.00 feet to a 1/2" iron rod set for the Southeast corner of the 0.083 acre Lessee's Lease Site; Thence N 01°15'45" E on said East line a distance of 60.00 feet to a 1/2" iron rod set for the Northeast corner; Thence N 88°44'15" W on the North line of said 0.083 acre Lessee's Lease Site a distance of 60.00 feet to a 1/2" iron rod set for the Northwest corner; Thence N 01°15'45" E a distance of 30.00 feet to a point; Thence N 88°44'15" W a distance of 335.00 feet to a point on the West Public Statutory Right-of-Way line; Thence S 00°03'00" W on said West Public Statutory Right-of-Way line a distance of 30.01 feet to the Point of Beginning, containing 12,459.66 square feet or 0.286 acre, more or less.

NOTES CONCERNING SURVEY:

- 1: The Surveyor was not provided with a TITLE REPORT. Nor further abstracting or research was done by the surveyor.
- 2: Bearings shown hereon are based on the Oklahoma State Plane Coordinate System, North Zone, NAD83 Datum.
- 3: The elevations shown hereon are based on the NAVD88 Datum.
- 4: The latitude and longitude shown hereon are based on the NAD83 Datum and meet or exceed the minimum requirements for a FCC/FAA 1A survey which is defined as plus or minus 20 feet horizontal and plus or minus 3 feet vertical. This information was established and determined by GPS on 07/28/2014.
- 5: The Lessee's lease site shown on this survey DOES NOT lie within the 100 year flood plain and is located within the Flood Zone "X" per the Federal Emergency Management Agency (FEMA) as shown on the Flood Insurance Rate Map (FIRM), Community Panel Number 40017C 0270H, which bears an effective date of September 26, 2008. Flood Zone determination is made through graphic plotting only and no other responsibility is herein assumed for accuracy of the base flood elevation or flood zone areas shown on the FIRM.
- 6: This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed to an expert consultant.
- 7: There may be additional buried or underground utilities in the area which the surveyor is unaware of and no liability for such is assumed herein. (OKLAHOMA CALL OKIE 1-800-522-6543).
- 8: THIS IS NOT A BOUNDARY SURVEY OF THE PARENT TRACT.

I, VIRGIL C. VAUGHN, a Licensed Land Surveyor, certify that this survey meets the minimum standards of accuracy as set by the Oklahoma State Board of Registration of Land Surveyors.

Virgil C. Vaughn, OK. L.S. #405

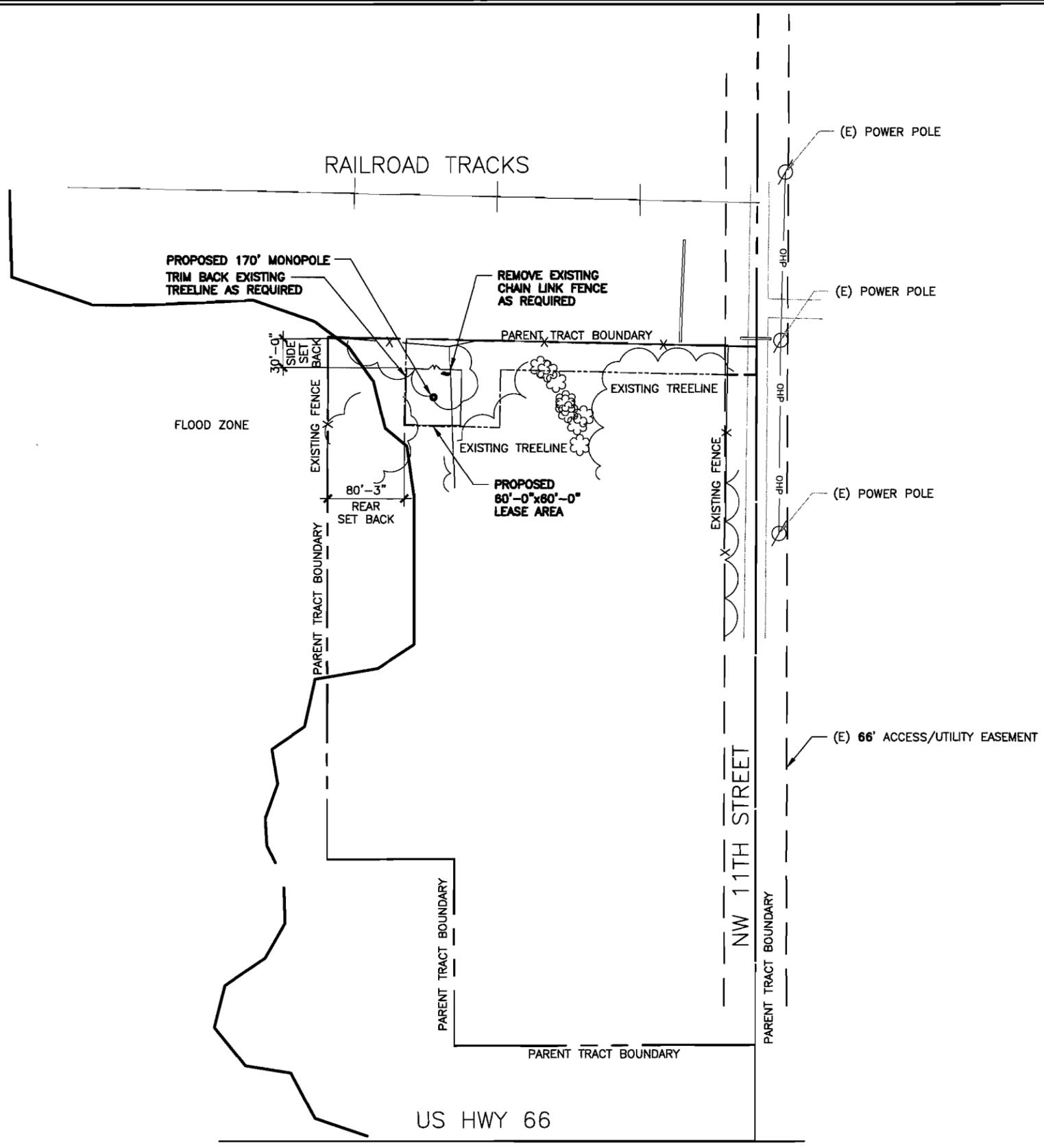
Date



Bearings Based on O.S.P.C.
Established by GPS on: 07/28/14
Datum: Horz: NAD83 Oklahoma North Zone
Vert: Geoid 96

NO.	REVISION	DATE	BY	DATE SURVEYED: 07/28/14	DATE DRAFTED: 07/30/14	 PREPARED BY: H&S SURVEYING, INC. Surveying and Telecommunication Company SERVING THE CENTRAL U.S. 201 N. BICKFORD, EL RENO, OK 73036 PH: (405) 262-0249 - FAX: (405) 262-5107 CA 1600 (LS) EXPIRES: 6/30/15 EMAIL: HSSURVEYING@AOL.COM	PREPARED FOR: ERS TELECOM 1010 POTTER AVENUE ROCKWALL, TX 75087 PHONE (574) 850-8882	SURVEY OF: YUKON SITE ADDRESS: PART OF THE SE/4 OF SECTION 18, T12N, R5W, CITY OF YUKON, CANADIAN COUNTY, OKLAHOMA	DRAWING NO. SV-1 SHEET 2 OF 2
				FIELD WORK: S.G.	OFFICE WORK: S.B.B.		LEGEND * LIGHT POLE (U/G ELEC) * LIGHT POLE (O/H ELEC) P POWER POLE G GUY LINE -O/H- OVERHEAD ELECTRIC -U/G- U/G ELECTRIC W WATER LINE W WATER METER W WATER VALVE W FIRE HYDRANT -G- GAS LINE G GAS METER -T- TELEPHONE LINE T TELEPHONE RISER S SANITARY SEWER MANHOLE -X- FENCE LINE S STORM SEWER MANHOLE -D- STORM SEWER LINE O 1/2" IRON ROD WITH CAP SET ● 3/8" IRON ROD FOUND		
				CH'K'D BY: V.C.V.	JOB NO.: 3012.0526				
				SCALE: 1" = 200'					

93991.001_Yukon_Zoning_Drawings.dwg - Sheet:ZD-1 - User: CMowery - Aug 21, 2014 - 9:42am



CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION

NOTE: CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM PROPOSED SHELTER OR FENCED COMPOUND AT A MINIMUM 1% AND MAXIMUM 5% GRADE.

B+T GRP
 1717 S. BOULDER
 SUITE 300
 TULSA, OK 74119
 PH: (918) 587-4630
 www.blgrp.com

FPS
 9144 N. 900 W.
 PO BOX 110
 LIGONIER, IN 46767
 (800) 377-2929

YUKON
 YUKON, OK 73099
 PROPOSED
 MONOPOLE

PROJECT NO: 93991.001
 CHECKED BY: SLM

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	8/19/14	NSE	PRELIMINARY

B&T ENGINEERING, INC.
 CA 3590 (PE)
 Expires 6/30/14

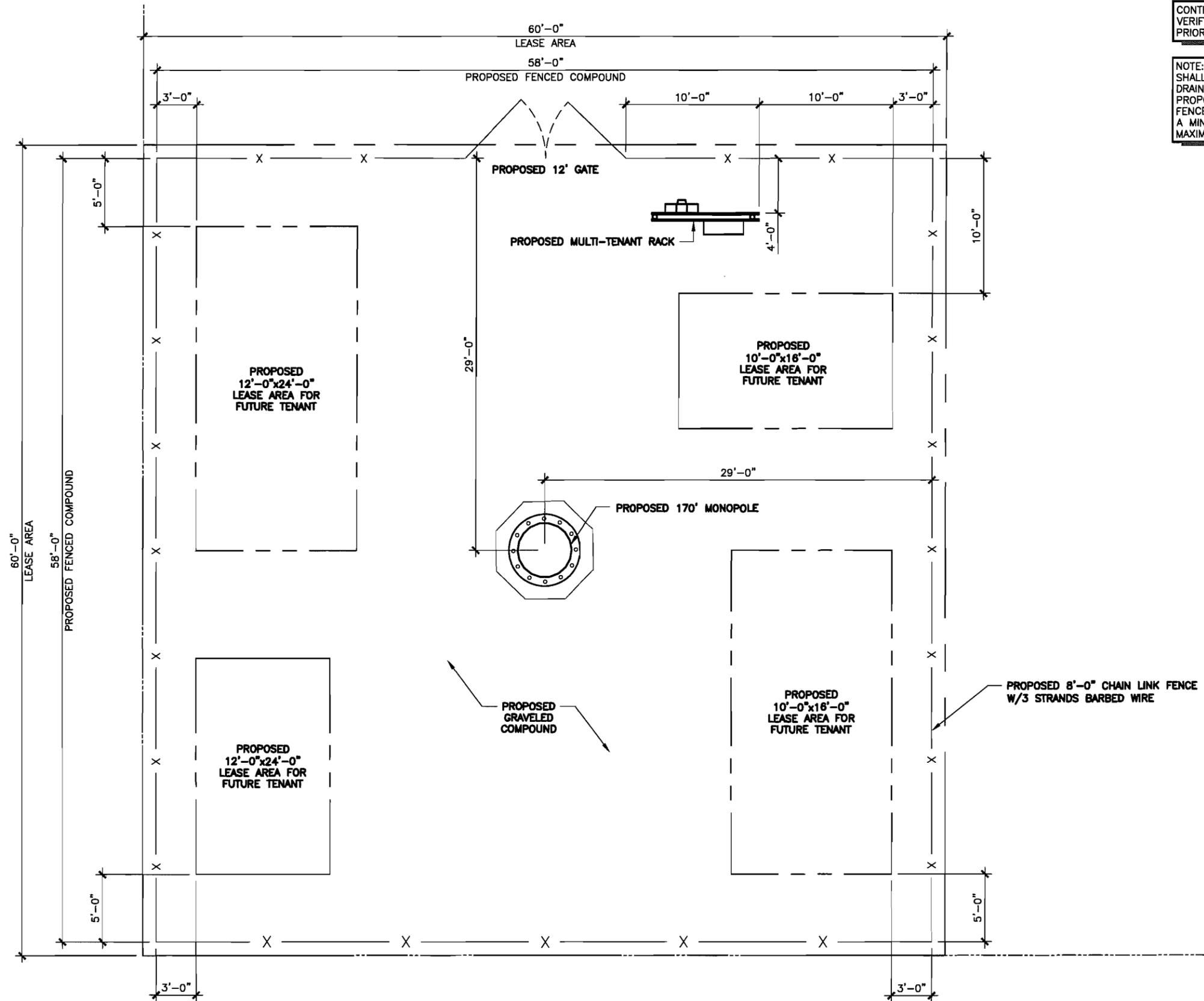
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: **ZD-1** REVISION: **A**

1 OVERALL SITE PLAN
 SCALE: 0' 40' 80' 160' 320'

53991.001_Yukon_Zoning Drawings.dwg - Sheet:ZD-2 - User: CMowery - Aug 21, 2014 - 9:42am



CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION

NOTE: CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM PROPOSED SHELTER OR FENCED COMPOUND AT A MINIMUM 1% AND MAXIMUM 5% GRADE.

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 (800) 377-2929

YUKON
 YUKON, OK 73099
 PROPOSED MONOPOLE

PROJECT NO: 93991.001

CHECKED BY: SLM

ISSUED FOR:			
REV	DATE	DRWN	DESCRIPTION
A	8/19/14	NSE	PRELIMINARY

B&T ENGINEERING, INC.
 CA 3590 (PE)
 Expires 6/30/14

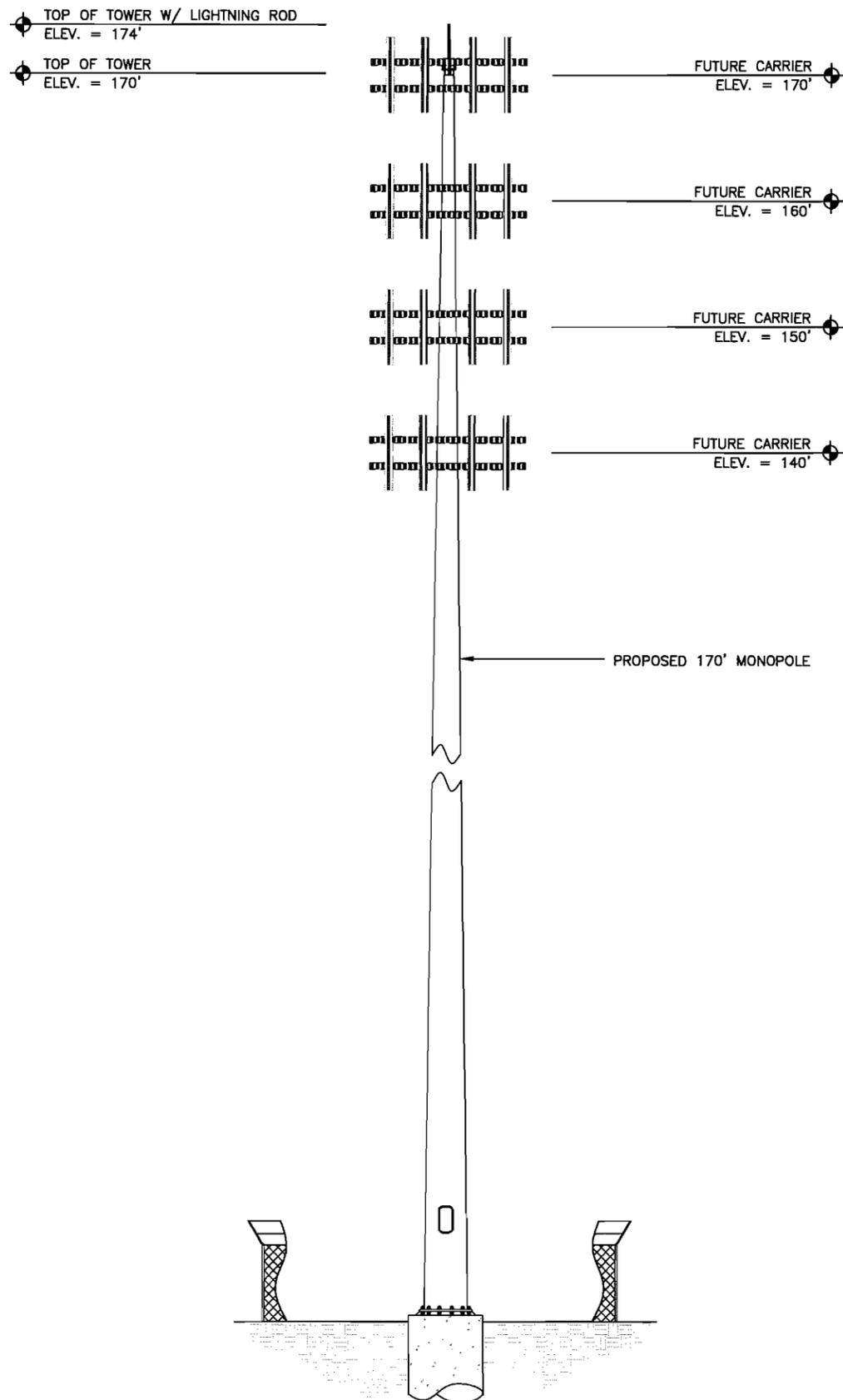
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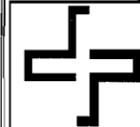
SHEET NUMBER: REVISION:

ZD-2 A

1 ENLARGED SITE PLAN
 SCALE: 0' 1' 5' 10' 20'



1 TOWER ELEVATION
 SCALE: N.T.S.


B&T GRP
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 SUITE 300
 TULSA, OK 74119
 PH: (918) 587-4630
 www.bigrp.com


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 LIGONIER, IN 46767
 (800) 377-2929

YUKON
 YUKON, OK 73099
 PROPOSED
 MONOPOLE

PROJECT NO: 93991.001

CHECKED BY: SLM

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	8/19/14	NSE	PRELIMINARY

B&T ENGINEERING, INC.
 CA 3590 (PE)
 Expires 6/30/14

**THIS DOCUMENT IS
 PRELIMINARY IN
 NATURE AND IS NOT
 A FINAL, SIGNED
 AND SEALED
 DOCUMENT**

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 UNLESS THEY ARE ACTING UNDER THE DIRECTION
 OF A LICENSED PROFESSIONAL ENGINEER,
 TO ALTER THIS DOCUMENT.

SHEET NUMBER: REVISION:

ZD-3 **A**

RESOLUTION NO. 2014-21

A RESOLUTION OF THE CITY OF YUKON, OKLAHOMA, ENDORSING AND SUPPORTING THE CENTRAL OKLAHOMA WATER RESOURCE AUTHORITY PLAN FOR DRILLING A TEST WELL OR WELLS AND ESTABLISHING A FINANCIAL CONTRIBUTION PLAN FOR ITS MEMBERS

WHEREAS, on the 19th day of September, 2014, the Central Oklahoma Water Resource Authority (COWRA) passed its Resolution 2014-01, establishing intent to drill a test water well or wells in furtherance of its Feasibility Study for Brackish Groundwater Desalination;

And WHEREAS, the Authority also approved a financial contribution plan by which the cost of such wells will be shared among its members on a proportional basis;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yukon, Oklahoma that the City of Yukon fully supports and will participate in all activities outlined in COWRA Resolution 2014-01.

PASSED AND APPROVED this _____ day of _____, 2014.

Ken Smith, Mayor

ATTEST:

Doug Shivers, City Clerk

RESOLUTION NO. 2014-01

A RESOLUTION OF THE CENTRAL OKLAHOMA WATER RESOURCE AUTHORITY AUTHORIZING THE EXPENDITURE OF FUNDS OF THE DRILLING OF A TEST WELL OR WELLS, DETERMINING THE APPROXIMATE FINANCIAL CONTRIBUTION OF ITS MEMBERS AND AUTHORIZING THE CHAIRMAN OR THE VICE-CHAIRMAN IN HIS ABSENCE TO EXECUTE DOCUMENTS NECESSARY TO ACCOMPLISHING THE DRILLING OF A TEST WELL OR WELLS.

WHEREAS, on the 14th day of December, 2012 the Central Oklahoma Water Resource Authority (COWRA), a Title 60 Public Trust, entered into any agreement with C. H. Guernsey & Company (Guernsey) for a Feasibility Study for Brackish Groundwater Desalination (Study);

WHEREAS, as a preliminary result of the Study sites for potential production of groundwater have been identified and permission from land owners has been obtained;

WHEREAS, Guernsey has recommended to COWRA that one or more test wells be drilled in furtherance of determining whether an adequate quantity and quality of brackish groundwater can be found; and

WHEREAS, it has been determined that it would be in the best interest of the members of COWRA to drill a test well or wells in furtherance of the Study,

THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE CENTRAL OKLAHOMA WATER RESOURCE AUTHORITY that:

1. An amount not to exceed \$400,000 is authorized to be expended for payment for services and materials necessary to drill a test well or wells;
 2. The members of the Central Oklahoma Water Resource Authority shall make the following financial contributions, to-wit:
-

Yukon	45%
Mustang	30%
El Reno	10%
Okarche	10%
Canadian County	4.5%
Calumet	.5 %

3. The Chairman or the Vice-Chairman, in his absence, is hereby authorized to do all things and execute all documents necessary to accomplish acquisition of the services and materials necessary to cause the test well or wells to be drilled.

*** END ***

The Foregoing Resolution was duly adopted and approved by the Chairman and Members of the Central Oklahoma Water Resource Authority on the 19th day of September, 2014, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.)


Richard Raupe, Chairman

ATTEST:


Genie Vinson, Secretary

Approved as to form on 9-19-14, 2014.


Michael D. Segler, Trust Attorney

RESOLUTION NO. 2014-22

A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE YUKON MUNICIPAL AUTHORITY (THE "AUTHORITY") ISSUING ITS 2014 REVENUE NOTE (THE "REVENUE NOTE"), IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,800,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING SAID REVENUE NOTE TO BE SOLD AT A PRICE LESS THAN PAR VALUE BY NEGOTIATED SALE WITHIN THE LIMITS PROVIDED BY TITLE 60, OKLAHOMA STATUTES, SECTION 176; AUTHORIZING AND APPROVING A SALES TAX AGREEMENT PROVIDING SECURITY FOR THE REVENUE NOTE; DESIGNATING THE REVENUE NOTE AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" UNDER THE INTERNAL REVENUE CODE OF 1986; PROVIDING THAT THE TRUST INDENTURE SHALL BE SUBJECT TO PROVISIONS OF THE REVENUE NOTE; RATIFICATION OF LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT BETWEEN THE CITY AND THE AUTHORITY AND AGREEING THAT THE TERM OF THE LEASE SHALL EXTEND TO LONG AS THE REVENUE NOTE REMAINS UNPAID; AND, AUTHORIZATION OF DOCUMENTS AND PROCEDURES RELATED TO ISSUANCE OF THE REVENUE NOTE.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF YUKON:

Section 1. Authorization of Issuance of Revenue Note. The Yukon Municipal Authority (the "Authority"), a public trust organized and existing under the laws of the State of Oklahoma, the beneficiary of which is the City of Yukon, Oklahoma (the "City"), is hereby authorized to incur an indebtedness by the issuance of its obligation designated:

Yukon Municipal Authority 2014 Revenue Note in the aggregate principal amount not to exceed \$4,800,000 (the "Revenue Note"),

for the purposes of providing capital improvements and equipment for the use and benefit of the City and the payment of associated indebtedness, the payment of financing costs and for expenses of issuing the Revenue Note; provided that the Revenue Note shall never constitute a debt of the City.

Section 2. Waiver of Competitive Bidding on Sale of the Revenue Note. Competitive bidding on the sale of the Revenue Note is hereby waived and the same is authorized to be sold at a price less than par value by negotiated sale, pursuant to the terms of the Revenue Note, all within the limits provided by Title 60, Oklahoma Statutes 2011, Section 176, as amended.

Section 3. Sales Tax Agreement The Mayor or Vice Mayor are hereby authorized to enter into a Sales Tax Agreement providing security for the Revenue Note, by which the City

pledges funds of the City to the Authority for repayment of the Revenue Note, provided such Sales Tax Agreement complies in all respects with applicable Oklahoma law, including Oklahoma law which provides that the City may not become obligated beyond its fiscal year (July 1 through June 30), and all payments of City funds to the Authority for payment of the Revenue Note are subject to annual appropriation by the City.

Section 4. Reasonable Expectations with Respect to Issuance of Tax-Exempt Obligations and Designation of Revenue Note as Qualified Tax-Exempt Obligations. The City reasonably anticipates that the aggregate amount of “qualified tax-exempt obligations” (as defined in section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the “Code”)), which will be issued by the Authority, the City and all subordinate entities thereof during calendar year 2014 will not exceed \$10,000,000, and hereby covenants and agrees, as a material inducement and consideration to the purchasers of its Revenue Note, that neither the Authority, the City or any subordinate entity thereof will, during calendar year 2014, issue “qualified tax-exempt obligations” (as defined in Section 265(b)(3)(B) of the Code), in an aggregate amount exceeding \$10,000,000. Further, it is the purpose and intent of this Resolution that the Revenue Note shall constitute and is hereby designated as “qualified tax-exempt obligations” as defined in Section 265(b)(3)(B) of the Code, in order that the purchasers of the Revenue Note may avail themselves of the exception contained in said Section 265(b)(3)(B) of the Code with respect to interest incurred to carry tax-exempt bonds. The City hereby covenants and agrees that it will not designate as “qualified tax-exempt obligations” more than \$10,000,000 in aggregate amount of obligations issued by the Authority, the City or any subordinate entity thereof during calendar year 2014. Notwithstanding other provisions of this section, the City and other related entities may issue obligations, provided that the issuance of such obligations do not disqualify the Revenue Note as “qualified tax-exempt obligations” as defined by Section 265(b)(3)(B) of the Code. The City hereby covenants and agrees with the purchasers of the Revenue Note to take such further actions and execute such documents and instruments as may be necessary or proper to carry out the intent of this Resolution, and/or as may be in furtherance of the issuance of the Revenue Note, and the Mayor (or Vice Mayor in the absence of the Mayor) is hereby authorized, empowered and directed to take such actions and execute such documents as may be deemed necessary or proper from time to time.

Section 5. Trust Indenture Subject to Revenue Note. The Trust Indenture dated as of June 20, 1972, as amended, creating the Authority is subject to the provisions of the Revenue Note.

Section 6. Ratification of Lease. The City hereby ratifies and confirms the Lease Agreement and Operation and Maintenance Contract by and between the City and the Authority dated the 3rd day of October 1972, as amended, (the “Lease”) pertaining to the lease by the City to the Authority of its existing and after acquired water and sanitary sewer systems in order to enable the Authority to secure any obligations issued by the Authority by a pledge of its leasehold interest in such system, together with a pledge of revenues and proceeds derived from the operation thereof; and, it is agreed that the term of the Lease shall extend so long as the Revenue Note remains outstanding and unpaid.

Section 7. Finalization, Execution and Delivery of Documents Necessary for Issuance of the Revenue Note. The Mayor (or the Vice Mayor in the absence of the Mayor) is authorized and directed to finalize, modify, create, execute, record, file and deliver on behalf of the City all bond, securities, tax and security documents and certifications necessary to consummate issuance of the Revenue Note, and further to modify dates with respect to the Revenue Note and other instruments and to modify the name of the Revenue Note; and, the City Clerk (or the Assistant

City Clerk in the absence of the City Clerk) is authorized and directed to provide all attestations and certifications necessary to consummate issuance of the Revenue Note; and, upon execution and delivery of all documents provided for or contemplated by this Resolution, the same shall be conclusively deemed authorized and approved by the City.

PASSED AND APPROVED the 21st day of October, 2014.

CITY OF YUKON, OKLAHOMA

(SEAL)
ATTEST:

Mayor

City Clerk

STATE OF OKLAHOMA)
) SS:
COUNTY OF CANADIAN)

I, the undersigned, the duly qualified and acting Clerk of the City of Yukon, hereby certify that the above and foregoing is a true, correct and complete copy of the Resolution duly adopted by the governing body of said City and of the proceedings of the governing body of said City in the adoption of said resolution on the date therein set out as shown by the records of my office.

I further certify that in conformity with Title 25, Oklahoma Statutes 2011, Section 301-314, inclusive, as amended (the Oklahoma Open Meeting Act), notice of this meeting was given in conformity with the requirements of law.

WITNESS my hand and seal of said City the 21st day of October, 2014.

City Clerk

(SEAL)

THE CITY COUNCIL OF THE CITY OF YUKON MET ON THE 21st DAY OF OCTOBER 2014, IN THE COUNCIL CHAMBERS OF THE CENTENNIAL BUILDING AT 12 S. 5th ST., YUKON, OKLAHOMA, AT 7:00 P.M.

PRESENT:

ABSENT:

Notice of this meeting having been given in writing to the Clerk of the municipality as required by law and public notice of the agenda for same having been posted in prominent public view at the principal office of the City Council and at the location of said meeting, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(Other Proceedings)

Thereupon the Mayor introduced a Resolution, copies having been distributed to the Council members, and upon motion by _____, seconded by _____, such Resolution was adopted by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

(Published in *The Yukon Review* on _____, 2014)

ORDINANCE NO. 1302

AN ORDINANCE AMENDING SEC. 2-137(B) OF THE CODE OF ORDINANCES OF THE CITY OF YUKON BY DETERMINING THAT CERTAIN OBLIGATIONS, INCLUDING THE YUKON MUNICIPAL AUTHORITY 2014 REVENUE NOTE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,800,000, DO NOT EXCEED DEBT LIMITATIONS; REPEALING ALL CONFLICTING ORDINANCE PROVISIONS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF YUKON, OKLAHOMA:

Section 1.

The Code of Ordinances of the City of Yukon is hereby amended by amending the existing language of Section 2-137(b), which new Section 2-137(b) is set out in its entirety below, to-wit:

(b) The following bonds and indebtednesses are conclusively determined to be within and not to exceed the limitations of Section 2-137(a), or any debt limitations of the Code of Ordinances or the Charter of the City, and any conflicting provisions of the Code of Ordinances of the City are modified to the extent necessary to fully validate the following:

- (i) Yukon Municipal Authority Sales Tax and Utility System Revenue Bonds, Series 2005A in the aggregate principal amount of \$3,080,000.
- (ii) Yukon Municipal Authority Sales Tax and Utility System Revenue Refunding Bonds, Series 2005B in the aggregate principal amount of \$11,180,000.
- (iii) Yukon Municipal Authority Sales Tax and Utility System Revenue Bonds, Series 2007 in the aggregate principal amount of \$7,575,000.
- (iv) Yukon Municipal Authority Sales Tax and Utility System Revenue Refunding Bonds, Series 2010 in the aggregate principal amount of \$4,430,000.
- (v) Yukon Municipal Authority Sales Tax and Utility System Revenue Bonds, Series 2011 in the aggregate principal amount of \$7,500,000.
- (vi) Yukon Municipal Authority Sales Tax and Utility System Revenue and Refunding Bonds, Series 2012 in the aggregate principal amount of \$15,000,000.
- (vii) Yukon Municipal Authority 2014 Revenue Note in the aggregate principal amount of \$4,800,000.

Section 2. Repealer.

All provisions of the Code of Ordinances of the City of Yukon which are inconsistent with the foregoing are hereby repealed to the extent of such conflict, it being intended that the foregoing Ordinance shall supersede and modify any conflicting provisions contained in the Code of Ordinances of the City of Yukon.

Section 3. Emergency.

Whereas, it is necessary for the immediate preservation of peace, health and safety of the citizens and residents of the City of Yukon, Oklahoma, that the foregoing Ordinance be enacted, and that the provisions of this Ordinance become immediately effective, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS 21st day of October 2014.

CITY OF YUKON, OKLAHOMA

Mayor

ATTEST:

City Clerk

(SEAL)

STATE OF OKLAHOMA)
) SS:
COUNTY OF CANADIAN)

I, the undersigned, the duly qualified and acting Clerk of the City of Yukon, hereby certify that the above and foregoing is a true, correct and complete copy of the Ordinance duly adopted by the governing body of said City and of the proceedings of the governing body of said City in the adoption of said Ordinance on the date therein set out as shown by the records of my office.

I further certify that in conformity with Title 25, Oklahoma Statutes 2011, Section 301-314, inclusive, as amended (the Oklahoma Open Meeting Act), notice of this meeting was given in conformity with the requirements of law.

WITNESS my hand and seal of said City the 21st day of October 2014.

City Clerk

(SEAL)

THE CITY COUNCIL OF THE CITY OF YUKON, OKLAHOMA, MET IN THE COUNCIL CHAMBERS OF THE CENTENNIAL BUILDING AT 12 S. 5TH ST., YUKON, OKLAHOMA, ON THE 21st DAY OF OCTOBER 2014, AT 7:00 P.M.

PRESENT:

ABSENT:

Notice of this meeting having been given in writing to the Clerk of the municipality as required by law and public notice of the agenda for same having been posted in prominent public view at the principal office of the City Council and at the location of said meeting, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(Other Proceedings)

Thereupon, an Ordinance was introduced by the Mayor and read, and upon motion by _____, seconded by _____, said Ordinance was adopted by the following vote:

AYE:

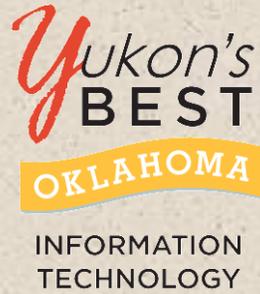
NAY:

Thereupon, the Mayor introduced the emergency clause attached to such ordinance, which was read, and upon separate vote and upon motion by _____, seconded by _____, said emergency clause was adopted by the following vote:

AYE:

NAY:

The Ordinance reads as follows:



DATE: October 10, 2014

FROM: Gary D. Cooper, Technology Director

TO: Grayson Bottom, City Manager
Tammy DeSpain, Assistant City Manager

RE: NetApp FAS2554 Storage Area Network (SAN)

MEMORANDUM

After looking at our situation and options, I ask that an agenda item be added to approve the expenditure of funds in the amount of \$ 63,861.36, to be paid from the Technology Capital Improvement account. The purpose of purchasing two (2) NetApp FAS2554 Hybrid Network Storage Arrays is for the addition of storage space and redundancy. This was included and approved in the current year Technology budget.

A storage area network (SAN) is a dedicated high-speed network that interconnects and presents shared pools of storage devices to multiple servers. A SAN moves storage resources off the common user network and reorganizes them into an independent, high-performance network. This allows each server to access shared storage as if it were a drive directly attached to the server.

Today, the City's fileservers operate independently and each has their own local hard disk storage. Just as in your home computer, when you run out of storage space it is generally time to buy a new computer or in our case, server. Unfortunately, in our situation it is our backup server and our document imaging servers that we are seeing the need for additional space. I am proposing the introduction of storage area network technology into our equipment inventory.



NetApp®



Datasheet

NetApp FAS2500 Series

Delivering best-in-class value and capability

KEY BENEFITS

Delivers Best Value for Your IT Investment

- Serves a wide range of SAN and NAS workloads with advanced unified architecture.
- Meets more business needs with best-in-class data management.
- Achieves better price/performance with up to 5x more flash than previous generation.

Simplifies Storage Operations

- 3x faster to set up and easy to manage with the click of a button.
- Reduces storage growth complexity with nondisruptive operations.

Grows with Your Changing Needs

- Start small and grow big, invest in what you need, add without disruption as you go.
- Ready to connect to the cloud and easily move data in and out.

The Challenge

Explosive data growth

Organizations of all sizes and local offices of larger companies are challenged more than ever by shrinking budgets, overextended staff, and the ever-changing demands caused by data growth and, most recently, cloud adoption. These challenges, coupled with the increasing complexity of your Windows®, VMware®, or server virtualization environment, can quickly eat your budget and affect the productivity of your staff.

The Solution

Hybrid storage with best-in-class data management

Designed to support more of your IT needs, longer, NetApp® FAS2500 hybrid storage arrays provide more value for your money than any other systems in their class. FAS2500 simplifies the task of managing growth in house and in the cloud by providing support for a broader range of workloads along with seamless scaling of performance and capacity.

And with proven integration to the cloud, you can leverage external storage resources to protect data and handle dynamic storage needs. For growing

organizations concerned about budgets today and meeting challenging IT needs in the future, the FAS2500 is the perfect choice.

Delivers the most value for your IT investment

NetApp FAS2500 hybrid storage arrays are built to deliver robust capabilities so that you don't need to buy additional equipment as IT needs change. Every FAS2500 includes unified support for NAS and SAN workloads and can be configured as a hybrid, even all-flash system, to meet specific price/performance goals. In addition, every FAS2500 delivers:

- **New:** Increased price/performance value. Leverage up to 5x more of the industry's most efficient flash technology, increasing usable capacity by 48% and accelerating workloads by up to 46%, compared to hard disk only systems.
- Best-in-class storage efficiency. Deduplication, compression, and thin provisioning guarantee 50% storage savings.
- **New:** Advanced IT integration options. Supports a broader set of applications and delivers 2x the connectivity than previous generation with the new flexible, on-board unified target adapters (UTA2s).

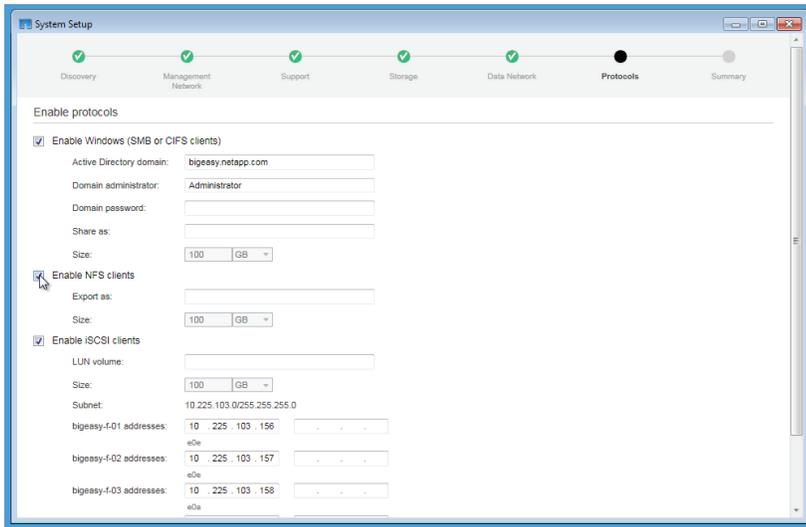


Figure 1) Quick and easy setup of FAS2500 systems using System Setup utility.

- **New:** Expanded enterprise-class data management. Access NDO, QoS, and superior virtualization integration usually only offered in highest end systems to meet complicated IT needs without buying new storage.

Simplifies storage operations

Free up your time, money, and people. You don't need to be a storage expert to deploy and manage NetApp storage systems. The NetApp FAS2500 series offers a powerful range of technologies to help reduce complexity and increase the efficiency of your storage administrators:

- **New:** Reduce setup time by 3x using System Setup utility than manual installation and eliminate repetitive operations. Updated OnCommand® suite of software tools automates tasks with the click of a button.
- Manage 2 to 3 times more storage. Leading integration with key business applications to enable administrators to be drastically more efficient.
- **New:** Upgrade software and add or retire storage without downtime. Enhanced nondisruptive operation technology dynamically handles more storage tasks without costly interruption to IT.
- Keep operations running at peak efficiency. Easily tune and troubleshoot virtual server environments

with OnCommand Balance. Quickly resolve issues with proactive service diagnostics.

- Protect your critical data more efficiently with integrated data protection such as RAID-DP®, Snapshot™, and Open Systems SnapVault®.

System Setup is an intuitive GUI-based utility that dramatically simplifies the setup and provisioning of your FAS2500 systems. System Setup automatically discovers your new system and uses a wizard process that provides recommended defaults for optimal system utilization and performance. Now it takes just minutes to set up your FAS2500 systems. OnCommand System Manager is a simple but powerful browser-based management tool to simplify ongoing management and administration of the FAS2500 systems.

In addition to the standard set of powerful software that comes with every FAS2500 system, the optional Extended-Value Software products offer advanced capabilities such as instant data recovery, instant cloning, data replication, disk-to-disk backup, and application-aware backup and recovery.

Built to meet your changing needs

As your business grows and priorities change, it is important to have a storage solution that responds to your changing IT needs dynamically and cost-effectively.

The NetApp FAS2500 series provides different ways to support your growing needs:

- Start small and grow big by adding more nodes as needed nondisruptively without tying up large capital expenses upfront.
- Simplify scale-out with a two-node switchless cluster that requires no additional infrastructure investments.
- Upgrade to higher end NetApp systems while using the same operating system and software tools, reducing administrative overhead by up to 60% by eliminating retraining.
- Get built-in investment protection with the ability to convert your FAS2552 and FAS2554 system to an external disk shelf when upgrading to larger NetApp systems.

Cloud has increasingly become an important part of IT strategy as organizations look to be more responsive to their users' needs for quick access to storage and off-site data protection. If your IT strategy includes cloud, now or in the future, a FAS2500 that runs Data ONTAP is a great choice. Your FAS2500 will arrive ready to connect to multiple cloud services and solutions—all built on NetApp Data ONTAP and available through hundreds of NetApp partners worldwide. You'll choose between industry-leading public cloud service providers, such as OBS, Verizon

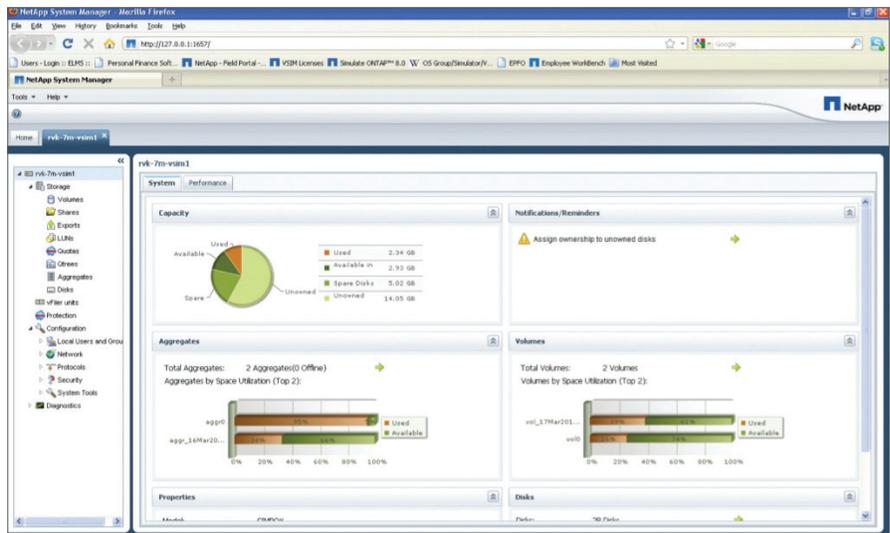


Figure 2) You don't need to be an expert to configure your storage with the simple, easy-to-use NetApp System Manager Console.

Terremark, AT&T, Rackspace, ACS, and T-Systems, and innovative partners such as Blue River IT that offer cutting edge solutions based on NetApp Private Storage for Amazon Web Services. Built on a universal data platform, equipped with data portability technologies, NetApp-based cloud solutions enable seamless movement of data in and out of the cloud. So you can manage and control your data with confidence and prevent vendor lock-in.

Choosing the Right System

NetApp offers three systems in the FAS2500 family to help you find the balance of price, performance, capacity, and features that best fits your needs.

FAS2554

Equipped for higher capacity needs, the FAS2554 is a great fit for:

- Midsized organizations and distributed sites of larger organizations
- Windows application and virtual server consolidation with multiple workloads
- Customers that require cost-effective larger capacity, I/O flexibility, and investment protection for future growth

FAS2552

Equipped for higher performance needs, the FAS2552 is a great fit for:

- Midsized organizations and distributed sites of larger organizations that require smaller form factor and lower power consumption

- Windows application and virtual server consolidation with multiple workloads
- Customers that require higher performance, I/O flexibility, and investment protection for future growth

FAS2520

Geared toward value-oriented deployments, the FAS2520 is a good fit for:

- Smaller organizations, remote offices, and local storage
- Consolidating virtualized environments with a small number of Windows applications or general file-serving workloads
- Customers that need a powerful system at a competitive price

Global Services

NetApp and our partners employ the world's foremost experts in storage networking to help you plan your next-generation IT environment or optimize the operational efficiency of your existing infrastructure. Let us help you maximize the business value from your NetApp investment and achieve the highest availability for your enterprise data environment with innovative high-touch, personalized services across your IT lifecycle:

- Strategy services. Align IT with your business goals
- Design services. Architect the optimal storage environment

- Deploy and transition services. Implement validated architectures and prepare your storage environment
- Operations services. Attain continuous operations while driving operational excellence and efficiency

As an industry leader in innovation, NetApp Global Support provides tools and technology to enable business continuity. AutoSupport™, NetApp's suite of automation tools, is delivered as a service to help you proactively manage your systems and quickly resolve issues. AutoSupport functions as a "virtual staff" to protect critical data, save time, and reduce impact on your IT resources.

In addition, NetApp Services provides in-depth knowledge transfer and educational services that give you unprecedented access to our global technical resources and intellectual property. Learn more at www.netapp.com/services.

About NetApp

NetApp creates innovative storage and data management solutions that deliver outstanding cost efficiency and accelerate business breakthroughs. Discover our passion for helping companies around the world go further, faster at www.netapp.com.

Go further, faster®

Specifications per HA Pair

FAS2500 SERIES OVERVIEW	FAS2554	FAS2552	FAS2520
Maximum raw capacity ¹	576	518	336
Maximum drives	144	144	84
Controller form factor	4U/24 drive	2U/24 drive	2U/12 drive
ECC memory	36GB	36GB	36GB
Maximum Flash Pool™	4TB	4TB	4TB
NVMEM/NVRAM	4GB	4GB	4GB
Onboard I/O: UTA 2 (8Gb FC/16Gb FC/FCoE/10GbE)	8 ²	8 ²	N/A
Onboard I/O:10G Base-T	N/A	N/A	8 ³
Onboard I/O: GbE	4	4	4
Onboard I/O: 6Gb SAS	4	4	4
OS version	Data ONTAP® 8.2.2 or later		
Shelves and media	See the Shelves and Media page* on NetApp.com for the most current information		
Storage protocols supported	FCP, iSCSI, NFS, CIFS, FCoE	FCP, iSCSI, NFS, CIFS, FCoE	iSCSI, NFS, CIFS
Host/client operating systems supported	Windows 2000, Windows Server® 2003, Windows Server 2008, Windows Server 2012, Windows XP, Linux®, Oracle® Solaris, AIX, HP-UX, Mac® OS, VMware, ESX®		

Notes:

All specifications are for dual-controller, active-active configurations.

1. Maximum raw capacity depends on the drive offerings. See the Shelves and Media page* on NetApp.com for the most current information.

2. FAS2552 and FAS2554 onboard ports can be configured as either 8Gb/16Gb FC port pair or 10GbE port pair and mixed combinations.

3. FAS2520 onboard ports are 10GBASE-T only.

*<http://www.netapp.com/us/products/storage-systems/disk-shelves-and-storage-media/index.aspx>.

Specifications for Scale-Out Configurations (Hybrid and Disk-Only Configurations)

	FAS2554	FAS2552	FAS2520
NAS/SAN scale-out	1–8 nodes (4 HA pairs)		1–4 nodes (2 HA pairs)
Maximum drives	576	576	168
Maximum raw capacity	2.30PB	2.07PB	672TB
Maximum Flash Pool	16TB	16TB	8TB
Maximum memory	144GB	144GB	72GB
Cluster interconnect	10GbE		10G Base-T

FAS2500 Series Software

Included software

Efficiency: FlexVol®, deduplication, compression, and thin provisioning
Availability: Multipath I/O, MultiStore®
Data protection: RAID-DP, Snapshot, and Open Systems SnapVault
Performance: FlexShare®, storage QoS
Management: System Setup, OnCommand System Manager, OnCommand Unified Manager
Storage protocols: All supported data protocol licenses included

Extended-Value Software (optional)

OnCommand Balance for NetApp: Advanced analytics for physical and virtual environments

A Premium Bundle can be purchased with all FAS2500 systems and includes:

- **SnapRestore®:** Software to restore Snapshot copies in seconds
- **SnapMirror®:** Simple, efficient, and flexible disaster recovery
- **FlexClone®:** Instant virtual copies of databases or virtual machines
- **SnapManager® suite:** Application- and virtual machine-aware backup, recovery, and cloning
- **SnapVault:** Disk-to-disk backup software for complete backups and online archives to primary or secondary storage in minutes instead of hours or days

See NetApp.com for descriptions of these products and information on additional software available from NetApp.



www.netapp.com

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DATE: October 16, 2014
FROM: Arnold Adams / Public Works Director
TO: Grayson Bottom / City Manager
CC: Doug Shivers / City Clerk
RE: Agenda Item – 700 to 720 Markley Ln – Pipe Bursting

MEMORANDUM

Grayson, I am requesting your approval to pipe burst the sewer line from 700 to 720 Markley Ln. We will need to burst 360 LF of pipe to make the repair. There is a very large sinkhole that is caused by several breaks in our line. The repair will be made by Brewer Construction Oklahoma and the project cost will not exceed \$38,686.00. We have utilized all of our funds for pipe bursting and will take this repair out of our Water & Wastewater Distribution budget account 70-5201-305. This will run the account in the red but not in the series which we will offset it with the other accounts.

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

*Brewer Construction Oklahoma, LLC**8301 SW 8th**P.O. Box 82457 Oklahoma City, OK 73148-0457**405-787-4962**Fax: 405-495-8972*

October 15th, 2014

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

RE: 2011 Yukon Concrete, Asphalt Paving
 W/ Drainage, Water And Sewer Contract
 2014 CIP 8" Sewer Repair
 700 to 720 Markley Lane

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	360 L.F.	\$ 84.00	\$ 30,240.00
Re-Connect Sewer Service	12 Ea.	\$ 395.00	\$ 4,740.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	3 V.F.	\$ 120.00	\$ 360.00
Solid Slab Sod 0-200sy	240 S.Y.	\$ 2.50	\$ 600.00
Crusher Run Backfill	0 Ton	\$ 31.50	\$ -
T.V. Inspection	360 L.F.	\$ 3.85	\$ 1,386.00
Total Quote			\$ 38,686.00

Thank You
 Brewer Construction Oklahoma LLC



Kevin Brewer