



**CITY COUNCIL AGENDA  
October 7, 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 5<sup>th</sup> Street  
October 7, 2014 – 6:00 p.m.

**1. Discussion of Code Revisions – Mitch Hort**

# City Council - Municipal Authority Agendas

October 7, 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 6, 2014.

---

**Invocation:** Pastor Thomas Buckley, Judah Worship Center

**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 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**

**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 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.**

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

**2. Reports of Boards, Commissions and City Officials**

Planning Commission – Larry Taylor, Chairman

- 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**

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

- 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**

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

- 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**

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

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 11<sup>th</sup> Street, Yukon, as recommended by the Planning Commission

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

6. Consider approving a request for acceptance of approving the off-site utility easement, from Craffon 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

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

- 6a. Consider approving a request for acceptance of approving the off-site utility easement, from Craffon 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

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

- 6b. Consider approving a request for acceptance of approving the off-site utility easement, from Craffon 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

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

7. City Manager's Report – Information items only

- A. Czech Fest Recap
- B. Events Report

8. New Business

9. Council Discussion

10. Adjournment

**Yukon Municipal Authority Minutes  
September 2, 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 August 19, 2014**
- B. Payment of material claims in the amount of \$158,062.21**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of August 19, 2014 and payment of material claims in the amount of \$158,062.21, was made by Trustee McEachern and seconded by Trustee Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**2A. Consider accepting the Assignment of Real Estate Purchase Contract Rights, from Wheatley, Segler, Osby, & Miller, LLC, for a 89.79 acre (approximately) parcel of land located in Canadian County, OK, south of Highway 66 and west of Frisco Road, as recommended by the City Manager**

The motion to accept the Assignment of Real Estate Purchase Contract Rights, from Wheatley, Segler, Osby, & Miller, LLC, for a 89.79 acre (approximately) parcel of land located in Canadian County, OK, south of Highway 66 and west of Frisco Road, as recommended by the City Manager, was made by Trustee Alberts and seconded by Trustee Russell.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

**Yukon Municipal Authority Minutes  
September 16, 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 August 19, 2014**
- B. Payment of material claims in the amount of \$27,540.25**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of August 19, 2014 and payment of material claims in the amount of \$27,540.25, was made by Trustee McEachern and seconded by Trustee Yanda.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

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

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

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

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

Brewer Construction Co. 82-8818-16-1  
CREDITOR TRUST NO.

| ITEM           |                                | ITEM NO.           |
|----------------|--------------------------------|--------------------|
| <u>9/24/14</u> | <u>concrete asphalt paving</u> | <u>\$13,160.00</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

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

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

Attest:

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

Authorized Officer

\_\_\_\_\_  
Secretary

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

**Brewer Construction Co.**

1301 SW 1st St. - Oklahoma City, OK 73101  
PO Box 124423 - Oklahoma City, OK 73101  
405-777-0762  
Fax 405-495-8972

September 24th, 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  
2013 CIP 2 Sewer Repair # 28b

Yukon Claim # 2014 - 78

Estimate # 1 & Final

| Description                 | Quantity | Unit Bid Price   | Unit Bid Total      |
|-----------------------------|----------|------------------|---------------------|
| 8" Pipe Bursting            | 144 L.F. | \$ 80.00         | \$ 11,520.00        |
| Re-Connect Sewer Service    | 4 Ea.    | \$ 360.00        | \$ 1,440.00         |
| Rehabilitate Manhole        | 0 Ea.    | \$ 580.00        | \$ -                |
| Extra Vertical Foot Manhole | 0 V.F.   | \$ 120.00        | \$ -                |
| Solid Slab Sod 0-200sq      | 80 S.Y.  | \$ 2.50          | \$ 200.00           |
| Crusher Run Backfill        | 0 Ton    | \$ 29.00         | \$ -                |
| T.V. Inspection             | 0 L.F.   | \$ 3.85          | \$ -                |
|                             |          | <b>Total Due</b> | <b>\$ 13,160.00</b> |

*10/21/14*

Thank You  
Brewer Construction Company

  
Kevin Brewer



September 24, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP 2 Sewer Repair #28b

**Estimate #1 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-78 in the amount of \$13,160.00 for which we recommend payment.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robbie Williams", is written over the typed name.

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

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.

|                                |              |
|--------------------------------|--------------|
| <u>Brewer Construction Co.</u> | 82-8818-16-1 |
| CREDITOR                       | TRUST NO.    |

| ITEM           |                                | ITEM NO.          |
|----------------|--------------------------------|-------------------|
| <u>9/24/14</u> | <u>concrete asphalt paving</u> | <u>\$3,400.00</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

**Brewer Construction Co.**

1301 SW 1st St. - Oklahoma City, OK 73101  
PO Box 13015 - Oklahoma City, OK 73143  
405-777-4962  
Fax 405-495-1972

September 24th, 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  
2013 CIP 2 Sewer Repair # 28  
308 - 340 Kings Canyon

Yukon Claim # 2014 - 79

Estimate # 3 & Final

| Description                 | Quantity | Unit Bid Price | Unit Bid Total |
|-----------------------------|----------|----------------|----------------|
| 8" Pipe Bursting            | 561 L.F. | \$ 80.00       | \$ 44,880.00   |
| Re-Connect Sewer Service    | 17 Ea.   | \$ 360.00      | \$ 6,120.00    |
| Rehabilitate Manhole        | 0 Ea.    | \$ 690.00      | \$ -           |
| Extra Vertical Foot Manhole | 0 V.F.   | \$ 120.00      | \$ -           |
| Solid Slab Sod 0-200sy      | 340 S.Y. | \$ 2.50        | \$ 850.00      |
| T.V. Inspection             | 0 L.F.   | \$ 3.85        | \$ -           |
| Total Completed             |          |                | \$ 51,850.00   |
| Less Previously Pd.         |          |                | \$ (48,450.00) |
| Less 0 % Ret.               |          |                | \$ -           |
| Total Due Est. # 3          |          |                | \$ 3,400.00    |

*Johns*

Thank You  
Brewer Construction Company



Kevin Brewer



September 24, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP 2 Sewer Repair #28  
308-340 Kings Canyon**

**Estimate #3 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-79 in the amount of \$3,400.00 for which we recommend payment.

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

Respectfully Submitted,

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

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.

|                                |              |
|--------------------------------|--------------|
| <u>Brewer Construction Co.</u> | 82-8818-16-1 |
| CREDITOR                       | TRUST NO.    |

| ITEM    |                         | ITEM NO.    |
|---------|-------------------------|-------------|
| 9/24/14 | concrete asphalt paving | \$ 2,288.00 |
| 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

**Brewer Construction Co.**

1301 5th St. - Oklahoma City, OK 73101  
 PO Box 12425 - Oklahoma City, OK 73142  
 405-771-9968  
 Fax 405-995-5772

September 24th, 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  
 2013 CIP 2 Sewer Repair # 28c  
 309 - 321 Carlsbad Court

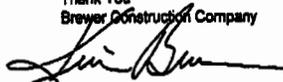
Yukon Claim # 2014 - 80

Estimate # 2 & Final

| Description                 | Quantity | Unit Bid Price       | Unit Bid Total |
|-----------------------------|----------|----------------------|----------------|
| 6" Pipe Bursting            | 318 L.F. | \$ 80.00             | \$ 25,520.00   |
| Re-Connect Sewer Service    | 8 Ea.    | \$ 360.00            | \$ 3,240.00    |
| Rehabilitate Manhole        | 0 Ea.    | \$ 680.00            | \$ -           |
| Extra Vertical Foot Manhole | 0 V.F.   | \$ 120.00            | \$ -           |
| Solid Slab Sod D-200s       | 340 S.Y. | \$ 2.50              | \$ 850.00      |
| Crusher Run Backfill        | 0 Ton    | \$ 29.00             | \$ -           |
| T.V. Inspection             | 0 L.F.   | \$ 3.85              | \$ -           |
|                             |          | Total Completed      | \$ 29,610.00   |
|                             |          | Less Previously Paid | \$ (27,322.00) |
|                             |          | Total Due Est. # 2   | \$ 2,288.00    |

*WWS*

Thank You  
 Brewer Construction Company

  
 Kevin Brewer



September 24, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP 2 Sewer Repair #28c  
309-321 Carlsbad Court**

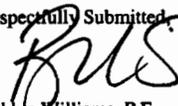
**Estimate #2 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-80 in the amount of \$2,288.00 for which we recommend payment.

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

Respectfully Submitted,

  
Robble Williams, P.E.

RW/jh

Attachment

cc: File E195

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

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

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

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

Brewer Construction Co. 82-8818-16-1  
CREDITOR TRUST NO.

| ITEM  | ITEM NO.          |
|---|-------------------|
| <u>9/24/14</u> <u>concrete asphalt paving</u> | <u>\$2,012.00</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

**Brewer Construction Co.**

1301 SW 1st St. - Oklahoma City, OK 73101  
 PO Box 12423 - Oklahoma City, OK 73148  
 405-777-9962  
 Fax 405-495-9972

September 24th, 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  
 2013 CIP 2 Sewer Repair # 30  
 2224 Everglade to 141 E. Parkland

Yukon Claim # 2014 - 81

Estimate # 2 & Final

| Description                 | Quantity | Unit Bid Price       | Unit Bid Total |
|-----------------------------|----------|----------------------|----------------|
| 8" Pipe Bursting            | 333 L.F. | \$ 80.00             | \$ 28,840.00   |
| Re-Connect Sewer Service    | 10 Ea.   | \$ 360.00            | \$ 3,600.00    |
| Rehabilitate Manhole        | 0 Ea.    | \$ 680.00            | \$ -           |
| Extra Vertical Foot Manhole | 0 V.F.   | \$ 120.00            | \$ -           |
| Solid Slab Sod 0-200ey      | 200 S.Y. | \$ 2.50              | \$ 500.00      |
| T.V. Inspection             | 0 L.F.   | \$ 3.85              | \$ -           |
|                             |          | Total Completed      | \$ 30,740.00   |
|                             |          | Less Previously Paid | \$ (28,728.00) |
|                             |          | Total Due Est. #2    | \$ 2,012.00    |

*OK RWS*

Thank You  
 Brewer Construction Company

  
 Kevin Brewer



September 24, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP 2 Sewer Repair #30  
2224 Everglade to 141 E. Parkland**

**Estimate #2 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-81 in the amount of \$2,012.00 for which we recommend payment.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "RW", is written over the typed name "Robbie Williams, P.E.".

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

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.

|                                |              |
|--------------------------------|--------------|
| <u>Brewer Construction Co.</u> | 82-8818-16-1 |
| CREDITOR                       | TRUST NO.    |

| ITEM           |                                | ITEM NO.           |
|----------------|--------------------------------|--------------------|
| <u>9/24/14</u> | <u>concrete asphalt paving</u> | <u>\$28,060.00</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

**Brewer Construction Co.**

1301 SW 1st St. - Oklahoma City, OK 73102  
70 SW 104th - Oklahoma City, OK 73141  
405-777-9162  
Fax 405-495-1972

September 24th, 2014

City Of Yukon  
c/o Triad Design Group  
Attn. Robbie Williams P.E.  
3020 N.W. 148th Street  
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving  
W/ Drainage, Water And Sewer Contract  
2013 CIP 2 Sewer Repair # 47  
204 W. Vail to 132 W. Vail

Yukon Claim # 2014 - 82

Estimate # 1 & Final

| Description                 | Quantity | Unit Bid Price | Unit Bid Total |
|-----------------------------|----------|----------------|----------------|
| 8" Pipe Bursting            | 320 L.F. | \$ 80.00       | \$ 25,600.00   |
| Re-Connect Sewer Service    | 6 Ea.    | \$ 360.00      | \$ 2,160.00    |
| Rehabilitate Manhole        | 0 Ea.    | \$ 680.00      | \$ -           |
| Extra Vertical Foot Manhole | 0 V.F.   | \$ 120.00      | \$ -           |
| Solid Slab Sod 0-200cy      | 120 S.Y. | \$ 2.50        | \$ 300.00      |
| Crusher Run Backfill        | 0 Ton    | \$ 28.00       | \$ -           |
| T.V. Inspection             | 0 L.F.   | \$ 3.85        | \$ -           |
| Total Due & Final           |          |                | \$ 28,060.00   |

VOR RUS

Thank You  
Brewer Construction Company



Kevin Brewer



September 24, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP 2 Sewer Repair #47  
204 W. Vall to 132 W. Vall**

**Estimate #1 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-82 in the amount of \$28,060.00 for which we recommend payment.

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

Respectfully Submitted,

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

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

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

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

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

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

|                                |              |
|--------------------------------|--------------|
| <i>Brewer Construction Co.</i> | 82-8818-16-1 |
| CREDITOR                       | TRUST NO.    |

| ITEM           |                                 | ITEM NO.           |
|----------------|---------------------------------|--------------------|
| <i>9/24/14</i> | <i>concrete, asphalt paving</i> | <i>\$17,560.00</i> |
| DATE           | PURPOSE                         | AMOUNT             |

**AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER**

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

**Brewer Construction Co.**

1301 SW 5th St. - Oklahoma City, OK 73101  
 PO Box 13485 - Oklahoma City, OK 73148  
 405-777-9962  
 Fax: 405-992-8778

September 24th, 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  
 2013 CIP 2 Sewer Repair # 48  
 2508 W. Olympic to 132 W. Olympic

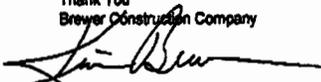
Yukon Claim # 2014 - 83

Estimate # 1 & Final

| Description                  | Quantity | Unit Bid Price | Unit Bid Total      |
|------------------------------|----------|----------------|---------------------|
| 8" Pipe Bursting             | 198 L.F. | \$ 80.00       | \$ 15,820.00        |
| Re-Connect Sewer Service     | 4 Ea.    | \$ 360.00      | \$ 1,440.00         |
| Rehabilitate Manhole         | 0 Ea.    | \$ 680.00      | \$ -                |
| Extra Vertical Foot Manhole  | 0 V.F.   | \$ 120.00      | \$ -                |
| Solid Slab Sod D-200sy       | 80 S.Y.  | \$ 2.60        | \$ 200.00           |
| Crusher Run Backfill         | 0 Ton    | \$ 29.00       | \$ -                |
| T.V. Inspection              | 0 L.F.   | \$ 3.85        | \$ -                |
| <b>Total Due &amp; Final</b> |          |                | <b>\$ 17,860.00</b> |

VOK RWS

Thank You  
 Brewer Construction Company



Kevin Brewer



September 24, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP 2 Sewer Repair #48  
2508 W. Olympic to 132 W. Olympic**

**Estimate #1 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-83 in the amount of \$17,560.00 for which we recommend payment.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "Robbie Williams", written over the text "Respectfully Submitted,".

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

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.

|                                |                     |
|--------------------------------|---------------------|
| <u>Brewer Construction Co.</u> | <u>82-8818-16-1</u> |
| CREDITOR                       | TRUST NO.           |

| ITEM           |                                 | ITEM NO.            |
|----------------|---------------------------------|---------------------|
| <u>9/24/14</u> | <u>concrete, asphalt paving</u> | <u>\$ 34 386.00</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

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

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

Attest:

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

Authorized Officer

\_\_\_\_\_  
 Secretary

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

**Brewer Construction Co.**

1301 SW 14th St. - Oklahoma City, OK 73121  
 PO Box 124918 - Oklahoma City, OK 73148  
 405-777-0968  
 Fax 405-992-1972

September 24th, 2014

City Of Yukon  
 c/o Triad Design Group  
 Attn. Robbie Williams P.E.  
 3020 N.W. 148 th Street  
 Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving  
 W/ Drainage, Water And Sewer Contract  
 2013 CIP 2 Sewer Repair # 56  
 1314 to 1414 Allen Street

Yukon Claim # 2014 - 84

Estimate # 1 & Final

| Description                  | Quantity  | Unit Bid Price | Unit Bid Total      |
|------------------------------|-----------|----------------|---------------------|
| 8" Pipe Bursting             | 325 L.F.  | \$ 80.00       | \$ 26,000.00        |
| Re-Connect Sewer Service     | 11 Ea.    | \$ 360.00      | \$ 3,960.00         |
| Rehabilitate Manhole         | 1 Ea.     | \$ 680.00      | \$ 680.00           |
| Extra Vertical Foot Manhole  | 14.3 V.F. | \$ 120.00      | \$ 1,716.00         |
| Solid Slab Sod 200sq +       | 220 S.Y.  | \$ 2.25        | \$ 495.00           |
| Manhole 0 - 6'               | 1 Ea.     | \$ 1,250.00    | \$ 1,250.00         |
| Manhole Ring & Lid           | 1 Ea.     | \$ 285.00      | \$ 285.00           |
| <b>Total Due &amp; Final</b> |           |                | <b>\$ 34,386.00</b> |

*VOR RUS*

Thank You  
 Brewer Construction Company

  
 Kevin Brewer



September 24, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP 2 Sewer Repair #56  
1314 to 1414 Allen Street**

**Estimate #1 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-84 in the amount of \$34,386.00 for which we recommend payment.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "RW", is written over the typed name "Robbie Williams, P.E.".

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

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

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

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

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

|                                |              |
|--------------------------------|--------------|
| <i>Brewer Construction Co.</i> | 82-8818-16-1 |
| CREDITOR                       | TRUST NO.    |

| ITEM           |                                | ITEM NO.           |
|----------------|--------------------------------|--------------------|
| <i>9/24/14</i> | <i>concrete asphalt paving</i> | <i>\$24,168.00</i> |
| DATE           | PURPOSE                        | AMOUNT             |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

**Brewer Construction Co.**

1301 SW 1st St. - Oklahoma City, OK 73101  
 PO Box 18473 - Oklahoma City, OK 73141  
 405-717-6168  
 Fax 405-475-1772

September 24th, 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  
 2013 CIP 2 Sewer Repair # 50  
 709 Woodlawn Dr. to 633 Woodlawn Dr.

Yukon Claim # 2014 - 85

Estimate # 1 & Final

| Description                 | Quantity | Unit Bid Price     | Unit Bid Total |
|-----------------------------|----------|--------------------|----------------|
| 8" Pipe Bursting            | 282 L.F. | \$ 80.00           | \$ 22,560.00   |
| Re-Connect Sewer Service    | 8 Ea.    | \$ 360.00          | \$ 2,880.00    |
| Rehabilitate Manhole        | 0 Ea.    | \$ 680.00          | \$ -           |
| Extra Vertical Foot Manhole | 0 V.F.   | \$ 120.00          | \$ -           |
| Solid Slab Sod 0-200sq      | 0 S.Y.   | \$ 2.50            | \$ -           |
| Crusher Run Backfill        | 0 Ton    | \$ 29.00           | \$ -           |
| T.V. Inspection             | 0 L.F.   | \$ 3.85            | \$ -           |
|                             |          | Total Complete     | \$ 25,440.00   |
|                             |          | Less 5 % Retainage | \$ (1,272.00)  |
|                             |          | Total Due Est. # 1 | \$ 24,168.00   |

*VOR RVS*

Thank You  
 Brewer Construction Company



Kevin Brewer



September 24, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP 2 Sewer Repair #50  
709 Woodlawn Dr. to 633 Woodlawn Dr.**

**Estimate #1 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-85 in the amount of \$24,168.00 for which we recommend payment.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robbie Williams".

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

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.

|                                |                     |
|--------------------------------|---------------------|
| <u>Brewer Construction Co.</u> | <u>82-8818-16-1</u> |
| CREDITOR                       | TRUST NO.           |

| ITEM           |                                | ITEM NO.            |
|----------------|--------------------------------|---------------------|
| <u>9/24/14</u> | <u>concrete asphalt paving</u> | <u>\$ 18,740.00</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

**Brewer Construction Co.**

1201 SW 1st St. - Oklahoma City, OK 73101  
PO Box 12412 - Oklahoma City, OK 73105  
405-777-4962  
Fax 405-495-1972

September 24th, 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  
2013 CIP 2 Sewer Repair # 7  
341-349 Grand Teton Ct.

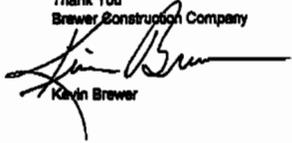
Yukon Claim # 2014- 86

Estimate # 1 & Final

| Description                 | Quantity | Unit Bid Price | Unit Bid Total |
|-----------------------------|----------|----------------|----------------|
| 8" Pipe Bursting            | 209 L.F. | \$ 80.00       | \$ 16,720.00   |
| Re-Connect Sewer Service    | 5 Ea.    | \$ 360.00      | \$ 1,800.00    |
| Rehabilitate Manhole        | 0 Ea.    | \$ 680.00      | \$ -           |
| Extra Vertical Foot Manhole | 0 V.F.   | \$ 120.00      | \$ -           |
| Solid Slab Sod 0-200cy      | 88 S.Y.  | \$ 2.50        | \$ 220.00      |
| T.V. Inspection             | 0 L.F.   | \$ 3.65        | \$ -           |
|                             |          | Total Due      | \$ 18,740.00   |

*✓ OK RNS*

Thank You  
Brewer Construction Company



Kevin Brewer



September 24, 2014

Mr. J.L. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP 2 Sewer Repair #7  
341-349 Grand Teton Ct.**

**Estimate #1 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-86 in the amount of \$18,740.00 for which we recommend payment.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robbie Williams", is written over the typed name.

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

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

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

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

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

Brewer Construction Co. 82-8818-16-1  
CREDITOR TRUST NO.

| ITEM           |                                 | ITEM NO.           |
|----------------|---------------------------------|--------------------|
| <u>9/24/14</u> | <u>concrete, asphalt paving</u> | <u>\$13,519.63</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

**Brewer Construction Co.**

1331 SW 1st St. - Oklahoma City, OK 73101  
 70 SW 124th - Oklahoma City, OK 73143  
 405-777-9162  
 Fax 405-993-8972

September 24th, 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  
 CIP # 18 3rd Street From Maple To Oak

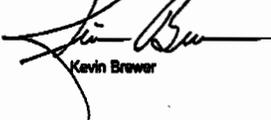
Yukon Claim # 2014 - 87

Estimate # 1 & Final

| Description                        | Quantity   | Unit Bid Price | Unit Bid Total |
|------------------------------------|------------|----------------|----------------|
| Asphalt Pavement Removal           | 0 S.Y.     | \$ 6.50        | \$ -           |
| Asphalt Concrete Type B            | 116.13 Ton | \$ 112.50      | \$ 13,064.63   |
| Select Borrow                      | 0 C.Y.     | \$ 19.00       | \$ -           |
| Manhole Adjust To Grade            | 0 Ea.      | \$ 840.00      | \$ -           |
| Base Repair Over 50sq              | 0 S.Y.     | \$ 31.00       | \$ -           |
| Saw Cutting                        | 0 L.F.     | \$ 6.40        | \$ -           |
| Solid Slab Sodding 200sq +         | 0 S.Y.     | \$ 2.25        | \$ -           |
| Cold Milling ( Along Butt Joints ) | 0 S.Y.     | \$ 7.70        | \$ -           |
| Traffic Control                    | 1 L.S.     | \$ 455.00      | \$ 455.00      |
| Total Due & Final                  |            |                | \$ 13,519.63   |

*VOK AWS*

Thank You  
 Brewer Construction Company



Kevin Brewer



September 24, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP #18  
3<sup>rd</sup> Street from Maple to Oak**

**Estimate #1 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-87 in the amount of \$13,519.63 for which we recommend payment.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robbie Williams".

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

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

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

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

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

|  |              |
|--|--------------|
| <i>Brewer Construction Oklahoma, LLC</i> | 82-8818-16-1 |
| CREDITOR                                 | TRUST NO.    |

| ITEM           |                                | ITEM NO.           |
|----------------|--------------------------------|--------------------|
| <i>9/24/14</i> | <i>concrete asphalt paving</i> | <i>\$10,290.06</i> |
| DATE           | PURPOSE                        | AMOUNT             |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

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

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

Attest:

Authorized Officer

\_\_\_\_\_  
 Secretary

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

**Brewer Construction Oklahoma, LLC**

1301 SW 1st

P.O. Box 18457 Oklahoma City, OK 73148-0457

405-757-9962

Fax: 405-995-8972

September 24th, 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: 2014 Yukon Concrete/Asphalt Paving  
W/ Drainage, Water And Sewer Contract  
12" Waterline From Yukon Parkway West  
To Nazarene Church on Main Street

Yukon Claim # 2014 - 39

Estimate # 2 & Final

| Description                    | Quantity   | Unit Bid Price | Unit Bid Total |
|--------------------------------|------------|----------------|----------------|
| 12" PVC Waterline              | 1645 L.F.  | \$ 38.60       | \$ 63,332.50   |
| Fire Hydrant                   | 1 Ea.      | \$ 2,880.00    | \$ 2,880.00    |
| 12" Gate Valve                 | 0 Ea.      | \$ 2,250.00    | \$ -           |
| 12"x12" Tapping Steeve & Valve | 1 Ea.      | \$ 4,350.00    | \$ 4,350.00    |
| 6" Gate Valve                  | 1 Ea.      | \$ 882.00      | \$ 882.00      |
| Ductile Iron Fittings          | 467 Lbs.   | \$ 7.30        | \$ 3,409.10    |
| 6" Mega Lugs                   | 4 Ea.      | \$ 86.00       | \$ 344.00      |
| 8" Mega Lugs                   | 1 Ea.      | \$ 110.00      | \$ 110.00      |
| 12" Mega Lugs                  | 10 Ea.     | \$ 178.00      | \$ 1,780.00    |
| Crushed Rock ( Walmart Drive ) | 34.61 Ton  | \$ 31.50       | \$ 1,090.22    |
| Sand                           | 216.23 Ton | \$ 15.00       | \$ 3,243.45    |
| Solid Slab Sod 200 + sy        | 1448 S.Y.  | \$ 2.25        | \$ 3,258.00    |
| Testing & Disinfection         | 1645 L.F.  | \$ 1.80        | \$ 2,961.00    |
| Traffic Control                | 0 L.S.     | \$ 875.00      | \$ -           |
| Total Completed                |            |                | \$ 87,840.27   |
| Less Previously Paid           |            |                | \$ (77,350.21) |
| Total Due Est. # 1             |            |                | \$ 10,290.06   |

*VOLUNT*

Thank You  
Brewer Construction Oklahoma LLC

Kevin Brewer



September 24, 2014

Arnold Adams  
Public Works Director  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2014 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
12" Waterline from Yukon Parkway West to Nazarene Church on Main Street**

**Estimate #2 & Final**

Dear Mr. Adams:

Please find attached Brewer Construction Oklahoma, LLC, Yukon Claim #2014-39 in an amount of \$10,290.06 for which we recommend payment.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "RW", is written over the typed name Robbie Williams.

Robbie Williams, P.E.

RW/jh

Attachment

cc: J.I. Johnson, Yukon City Treasurer  
File E234

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.

|                           |              |
|---------------------------|--------------|
| <u>Triad Design Group</u> | 82-8818-16-1 |
| CREDITOR                  | TRUST NO.    |

| ITEM           |                           | ITEM NO.            |
|----------------|---------------------------|---------------------|
| <u>9/29/14</u> | <u>Frisco Water Tower</u> | <u>\$ 40,050.00</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 \_\_\_\_\_

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

Attest:

Authorized Officer

\_\_\_\_\_  
 Secretary

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



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

Invoice No. 9010  
 Project No. E245.00  
 Statement No. 1  
 Date: September 29, 2014  
 CIT220

-----  
 Re: Frisco Water Tower and 12" Waterline Distribution Project

|  |           |                |
|--|-----------|----------------|
| Estimated Construction Cost:                               |           | \$4,500,000.00 |
| Estimated Fee:   | 5.11%     | \$230,000.00   |
| Updated Environmental Assessment/<br>Categorical Exclusion |           | \$56,500.00    |
| Additional Services:                                       |           |                |
| R/W Acquisition / Right-of-Entry:                          |           | \$20,000.00    |
|  | Total Fee | \$306,500.00   |

Architectural and Engineering Services through September 25, 2014

Survey (25%) (\$57,500.00)

Completed to Date: \$57,500.00 x 20% = \$11,500.00

Preliminary Plans (50%) (\$57,500.00)

Completed to Date: \$57,500.00 x 30% = \$17,250.00

Final Plans (95%) (\$103,500.00)

Completed to Date: \$103,500.00 x 0% = \$0.00

As-Built Plans (5%) (\$11,500.00)

Completed to Date: \$11,500.00 x 0% = \$0.00

Environmental Assessment/Categorical Exclusion (\$56,500.00)

Completed to Date: \$56,500.00 x 20% = \$11,300.00

R/W Acquisition/Right-of-Entry (\$20,000.00)

Completed to Date: \$20,000.00 x 0% = \$0.00

|                       |             |
|-----------------------|-------------|
|                       | \$40,050.00 |
| Less Previous Billing | 0.00        |
| Amount Due            | \$40,050.00 |

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

Frisco Water Tower and  
12" Waterline Distribution Project

STATE OF OKLAHOMA SS  
COUNTY OF OKLAHOMA

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

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

Subscribed and sworn to before me this

29th day of September, 2014

  
\_\_\_\_\_  
Notary Public (or Clerk or Judge)



My Commission Expires: May 25, 2017

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.

|                           |              |
|---------------------------|--------------|
| <u>Triad Design Group</u> | 82-8818-16-1 |
| CREDITOR                  | TRUST NO.    |

| ITEM           |                                    | ITEM NO.          |
|----------------|------------------------------------|-------------------|
| <u>9/29/14</u> | <u>Ranchwood Park Improvements</u> | <u>\$2,734.48</u> |
| DATE           | PURPOSE                            | AMOUNT            |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

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

Attest:

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

Authorized Officer

\_\_\_\_\_  
 Secretary

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



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

Invoice No. 9009  
Project No. E234.00 BG 03  
Statement No. 4  
Date: September 29, 2014  
CIT220

-----  
Re: 2014 Concrete and Asphalt Paving, Drainage, Water, and Sewer Projects

Architectural and Engineering Services through September 25, 2014

Ranchwood Park Improvements

|                |       |      |   |          |   |          |
|----------------|-------|------|---|----------|---|----------|
| Sr. Engineer   | 6.00  | Hrs. | x | \$144.22 | = | 865.32   |
| Engineer       | 39.00 | Hrs. | x | \$97.66  |   | 3,808.74 |
| Sr. Technician | 5.00  | Hrs. | x | \$103.66 | = | 518.30   |
| Technician     | 5.00  | Hrs. | x | \$69.13  | = | 345.65   |
| Technician     | 17.00 | Hrs. | x | \$66.41  | = | 1,128.97 |

|  |  |  |  |                        |  |                   |
|--|--|--|--|------------------------|--|-------------------|
|  |  |  |  |                        |  | <u>\$6,666.98</u> |
|  |  |  |  | Less Previous Billings |  | <u>3,932.50</u>   |
|  |  |  |  | Amount Due             |  | \$2,734.48        |

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

2014 Concrete and Asphalt Paving, Drainage,  
Water, and Sewer Projects

Ranchwood Park Improvements

STATE OF OKLAHOMA

SS

COUNTY OF OKLAHOMA

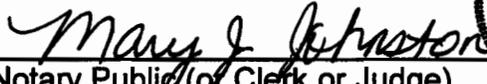
The undersigned (architect, contractor, supplier, or engineer) of lawful age,  
being first duly sworn on oath, says that this invoice or claim is truth and correct.

Affiant further states that the (work, services, or materials) as shown by this  
invoice or claim have been (completed, or supplied) in accordance with the  
plans, specifications, orders, or requests furnished the affiant. Affiant further  
states that (s)he has made no payment directly or indirectly to any elected  
official, officer, or employee of the State of Oklahoma, any county or local  
subdivision of the state, of money or any other things of value to obtain payment.

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

Subscribed and sworn to before me this

29th day of September, 2014

  
\_\_\_\_\_  
Notary Public (or Clerk or Judge)



My Commission Expires:

May 25, 2017

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

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

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

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

|                           |              |
|---------------------------|--------------|
| <i>Triad Design Group</i> | 82-8818-16-1 |
| CREDITOR                  | TRUST NO.    |

| ITEM           |                                | ITEM NO.           |
|----------------|--------------------------------|--------------------|
| <i>9/29/14</i> | <i>Wastewater Plant Rehab.</i> | <i>\$ 1,639.12</i> |
| DATE           | PURPOSE                        | AMOUNT             |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date \_\_\_\_\_

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

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

Attest:

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

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

\_\_\_\_\_  
 Secretary

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



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

Yukon 2014 Wastewater Treatment  
Plant Rehabilitation and Improvements

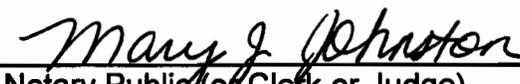
STATE OF OKLAHOMA SS  
COUNTY OF OKLAHOMA

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

  
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

29th day of September, 2014

  
Notary Public (or Clerk or Judge)



My Commission Expires: May 25, 2017

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

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

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

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

|                              |              |
|------------------------------|--------------|
| <i>Wynn Construction Co.</i> | 82-8818-16-1 |
| CREDITOR                     | TRUST NO.    |

| ITEM           |                                | ITEM NO.             |
|----------------|--------------------------------|----------------------|
| <i>9/10/14</i> | <i>Wastewater Plant Rehab.</i> | <i>\$ 128 582.28</i> |
| DATE           | PURPOSE                        | AMOUNT               |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

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

Attest:

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

Authorized Officer

\_\_\_\_\_  
 Secretary

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



September 10, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2014 WWTP Rehabilitation & Improvement Project  
CIP Project**

Dear Mr. Johnson:

Please find attached Wynn Construction Co., Inc. Yukon Claim #2 in an amount of \$128,582.28 for which we recommend payment.

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

Respectfully Submitted



Robbie Williams, P.E.

RW/jh

Attachment

cc: File E189

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

Owner: **City of Yukon**  
500 West Main Street  
Yukon, OK

Project: **Yukon WWTP Rehabilitation**  
Yukon, OK

Application No. **Two**  
Period From: **08/01/14**  
Period To: **08/31/14**  
Project No.  
Job No.:

Distribution to  
 OWNER  
 ARCHITECT  
 CONTRACTOR

Contractor: **Wynn Construction Co., Inc.**  
11901 North Eastern Ave.  
Oklahoma City, OK 73131

Architect: **Trind Design Group, Inc.**  
3020 Northwest 149th Street  
OKC, OK 73134

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Contractor Sheet, AIA Document G710 is attached.

| CHANGE ORDER SUMMARY                               |               |           |            |
|--|---------------|-----------|------------|
| Change Orders approved in previous months by Owner |               | ADDITIONS | DEDUCTIONS |
| TOTAL  |               | \$0.00    | \$0.00     |
| Approved this Month                                |               |           |            |
| Number   | Date Approved |           |            |
|  |               |           |            |
| TOTALS   |               | 0.00      | 0.00       |
| Net change by Change Orders                        |               | \$0.00    |            |

|   |                 |
|---|-----------------|
| 1. ORIGINAL CONTRACT SUM  | \$ 1,170,800.00 |
| 2. Net change by Change Orders                                    | \$ 0.00         |
| 3. CONTRACT SUM TO DATE (Line 1+2)                                | \$ 1,170,800.00 |
| 4. TOTAL COMPLETED TO DATE (Column K on G703)                     | \$ 197,249.25   |
| 5. RETAINAGE:<br>5% of Work Completed and Stored Material         | \$ 9,862.47     |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)         | \$ 187,386.78   |
| 7. LESS PREVIOUS CERTIFICATES FOR (Line 6 from prior Certificate) | \$ 58,804.50    |
| 8. CURRENT PAYMENT DUE  | \$ 128,582.28   |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: **Wynn Construction Co., Inc.**

By: *[Signature]* Date: **09/02/14**  
Kevin Lamb - Vice President

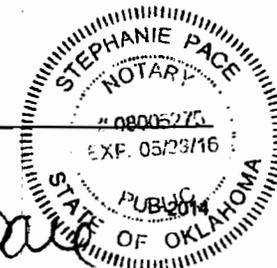
**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

State of Oklahoma County of Oklahoma

Subscribed and sworn to before me this **2** day of **Sep**

Notary Public: **Stephanie Pace**  
My Commission expires: **7/30/2214** Commission #: **908005275**



AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: *[Signature]* Date: **9-10-2014**

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Two  
 APPLICATION DATE: 09/02/14  
 PERIOD FROM: 08/01/14  
 PERIOD TO: 08/31/14

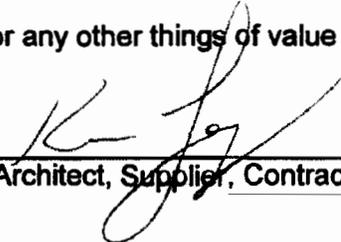
Wynn's No.

| A<br>ITEM<br>No. | B<br>DESCRIPTION OF WORK              | C<br>SCHEDULED<br>VALUE | E<br>WORK COMPLETED           |  |   | G<br>STORED MATERIALS         |                          | I<br>Total Stored<br>Material | J<br>Total Completed<br>And Stored<br>To Date | K<br>% Completed<br>And Stored<br>To Date | L<br>Balance<br>To Finish | M<br>Retainage  |
|------------------|---------------------------------------|-------------------------|-------------------------------|--|---|-------------------------------|--------------------------|-------------------------------|---|---|---------------------------|-----------------|
|                  |                                       |                         | D<br>Previous<br>Applications | E<br>Work In Place<br>This Application | F<br>Total Work In<br>Place Job to Date | G<br>Previous<br>Applications | H<br>This<br>Application |                               |   |   |                           |                 |
| 1                | Mobilization                          | 49,350.00               | 39,480.00                     | 9,870.00                               | 49,350.00                               | 0.00                          | 0.00                     | 0.00                          | 49,350.00                                     | 100%                                      | 0.00                      | 2,467.50        |
| 2                | Excavate for New Screen               | 18,616.00               | 0.00                          | 18,616.00                              | 18,616.00                               | 0.00                          | 0.00                     | 0.00                          | 18,616.00                                     | 100%                                      | 0.00                      | 930.80          |
| 3                | New Screen Structure                  | 55,250.00               | 6,630.00                      | 41,437.50                              | 48,067.50                               | 0.00                          | 0.00                     | 0.00                          | 48,067.50                                     | 87%                                       | 7,182.50                  | 2,403.38        |
| 4                | Deliver New Screen                    | 129,000.00              | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 129,000.00                | 0.00            |
| 5                | Install Screen                        | 11,750.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 11,750.00                 | 0.00            |
| 6                | Electric to New Screen                | 11,045.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 11,045.00                 | 0.00            |
| 7                | Handrails & Misc. Metals @ New Screen | 7,850.00                | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 7,850.00                  | 0.00            |
| 8                | Rehab Existing Screen                 | 178,500.00              | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 178,500.00                | 0.00            |
| 9                | Electrical for Rehab Screen           | 10,215.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 10,215.00                 | 0.00            |
| 10               | Demo Screw Pump                       | 19,000.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 19,000.00                 | 0.00            |
| 11               | Deliver New Screw pump                | 88,000.00               | 0.00                          | 0.00                                   | 0.00                                    | 15,000.00                     | 0.00                     | 15,000.00                     | 15,000.00                                     | 17%                                       | 71,000.00                 | 750.00          |
| 12               | Install Screw Pump                    | 35,000.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 35,000.00                 | 0.00            |
| 13               | Electrical for Screw Pump             | 7,589.00                | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 7,589.00                  | 0.00            |
| 14               | SCADA Conduits                        | 8,425.00                | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 8,425.00                  | 0.00            |
| 15               | Electrical Demo                       | 9,135.00                | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 9,135.00                  | 0.00            |
| 16               | Demo Clarifier                        | 29,355.00               | 0.00                          | 13,209.75                              | 13,209.75                               | 0.00                          | 0.00                     | 0.00                          | 13,209.75                                     | 45%                                       | 16,145.25                 | 860.48          |
| 17               | Deliver New Clarifier                 | 130,335.00              | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 130,335.00                | 0.00            |
| 18               | Current Density Baffle                | 22,000.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 22,000.00                 | 0.00            |
| 19               | Weir & Scum Baffle                    | 30,000.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 26,636.00                | 26,636.00                     | 26,636.00                                     | 89%                                       | 3,364.00                  | 1,331.80        |
| 20               | Install Clarifier                     | 32,090.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 32,090.00                 | 0.00            |
| 21               | Metal Building Allowance              | 18,000.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 18,000.00                 | 0.00            |
| 22               | Electrical to Clarifier               | 22,995.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 22,995.00                 | 0.00            |
| 23               | Lighting                              | 12,575.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 12,575.00                 | 0.00            |
| 24               | Electrical Gear & Grounding           | 38,410.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 38,410.00                 | 0.00            |
| 25               | Demo Sludge Pumps                     | 19,200.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 19,200.00                 | 0.00            |
| 26               | Deliver Sludge Pumps                  | 69,820.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 26,370.00                | 26,370.00                     | 26,370.00                                     | 38%                                       | 43,450.00                 | 1,318.50        |
| 27               | Install Sludge Pumps                  | 15,300.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 15,300.00                 | 0.00            |
| 28               | Process Piping                        | 28,380.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 28,380.00                 | 0.00            |
| 29               | Sump Pump                             | 5,000.00                | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 5,000.00                  | 0.00            |
| 30               | Electrical @ Pump Station             | 27,815.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 27,815.00                 | 0.00            |
| 31               | SCADA System Upgrade Allowance        | 25,000.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 25,000.00                 | 0.00            |
| 32               | Electrical Modification Allowance     | 10,000.00               | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 10,000.00                 | 0.00            |
| 34               |                                       | 0.00                    | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 0.00                      | 0.00            |
| 35               |                                       | 0.00                    | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 0.00                      | 0.00            |
| 36               |                                       | 0.00                    | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 0.00                      | 0.00            |
| 37               |                                       | 0.00                    | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 0.00                      | 0.00            |
| 38               |                                       | 0.00                    | 0.00                          | 0.00                                   | 0.00                                    | 0.00                          | 0.00                     | 0.00                          | 0.00  | 0%  | 0.00                      | 0.00            |
|                  | <b>GRAND TOTAL</b>                    | <b>1,170,800.00</b>     | <b>48,110.00</b>              | <b>83,133.25</b>                       | <b>129,243.25</b>                       | <b>15,000.00</b>              | <b>53,006.00</b>         | <b>68,006.00</b>              | <b>197,249.25</b>                             | <b>17%</b>                                | <b>973,550.75</b>         | <b>9,862.47</b> |

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

STATE OF OKLAHOMA SS  
COUNTY OF OKLAHOMA

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

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

Subscribed and sworn to before me this

2nd day of September 2014

  
\_\_\_\_\_  
Notary Public (or Clerk or Judge)

My Commission Expires: May 29, 2016



Stored Material Aug. 2014

**Invoice**

Page: 1



117 NW 132nd Street  
Oklahoma City, OK 73114  
(405) 755-1357  
Fax: (405) 755-8493

Invoice Number: 8112291-IN  
Invoice Date: 8/22/2014  
Order Number: 4018315  
Customer Number: 00-WYNN

**Sold To:**

Wynn Construction Company  
Agent for the City of Yukon  
11901 N Eastern Avenue  
Oklahoma City, OK 73131

Contact: Kevin Lang  
Haynes Project No.: 3144607  
Project Name: Yukon, Ok - 2014 WWTP Improvements

Customer P.O.  
14-871-18508-M

Terms  
Net 30 Days

| Contract Item   | Unit | Ordered | Shipped | Back Ordered | Price     | Amount    |
|---|------|---------|---------|--------------|-----------|-----------|
| HAYNES<br>(3) Variable frequency drives                             | EACH | 1.00    | 1.00    | 0.00         | 6,495.00  | 6,495.00  |
| HAYNES<br>(3) Check valves and (2) Plug valves with motor actuators | EACH | 1.00    | 1.00    | 0.00         | 16,378.00 | 16,378.00 |
| HAYNES<br>(1) Magnetic flowmeter and readout                        | EACH | 1.00    | 1.00    | 0.00         | 3,497.00  | 3,497.00  |

3144607 Yukon, OK WWTP

Net Invoice: 26,370.00  
Sales Tax: 0.00  
Invoice Total: 26,370.00

Stored Material Aug. 2014

**Invoice**

Page: 1



117 NW 132nd Street  
Oklahoma City, OK 73114  
(405) 755-1357  
Fax: (405) 755-6493

Invoice Number: 8112221-IN  
Invoice Date: 8/5/2014  
Order Number: 4018315  
Customer Number: 00-WYNN

**Sold To:**

Wynn Construction Company  
Agent for the City of Yukon  
11901 N Eastern Avenue  
Oklahoma City, OK 73131

Contact: Kevin Lang  
Haynes Project No.: 3144607  
Project Name: Yukon, Ok - 2014 WWTP Improvements

Customer P.O.  
14-871-18508-M

Terms  
Net 30 Days

| Contract Item  | Unit | Ordered | Shipped | Back Ordered | Price     | Amount    |
|--|------|---------|---------|--------------|-----------|-----------|
| HAYNES<br>(Lot) SS weir/scum baffle items, mounting hardware | EACH | 1.00    | 1.00    | 0.00         | 26,636.00 | 26,636.00 |

3144607 Yukon, OK WWTP

Net Invoice: 26,636.00  
Sales Tax: 0.00  
Invoice Total: 26,636.00

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

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

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

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

|                              |              |
|------------------------------|--------------|
| <i>Wynn Construction Co.</i> | 82-8818-16-1 |
| CREDITOR                     | TRUST NO.    |

| ITEM           |                                | ITEM NO.             |
|----------------|--------------------------------|----------------------|
| <i>9/29/14</i> | <i>Wastewater Plant Rehab.</i> | <i>\$ 221,956.81</i> |
| DATE           | PURPOSE                        | AMOUNT               |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date

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

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

Attest:

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

Authorized Officer

\_\_\_\_\_  
 Secretary

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



September 30, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2014 WWTP Rehabilitation & Improvement Project  
CIP Project**

Dear Mr. Johnson:

Please find attached Wynn Construction Co., Inc. Yukon Claim #3 in an amount of \$221,956.81 for which we recommend payment.

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

Respectfully Submitted,

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E189

Owner: City of Yukon  
500 West Main Street  
Yukon, OK

Project: Yukon WWTP Rehabilitation  
Yukon, OK

Application No.: Three

Distribution to  
 OWNER  
 ARCHITECT  
 CONTRACTOR

Period From: 09/01/14  
Period To: 09/25/14

Contractor: Wynn Construction Co., Inc.  
11901 North Eastern Ave.  
Oklahoma City, OK 73131

Architect: Triad Design Group, Inc.  
3020 Northwest 149th Street  
OKC, OK 73134

Project No.:  
Job No.:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached

| CHANGE ORDER SUMMARY                               |               |           |            |
|--|---------------|-----------|------------|
| Change Orders approved in previous months by Owner |               | ADDITIONS | DEDUCTIONS |
| TOTAL  |               | \$0.00    | \$0.00     |
| Approved this Month                                |               |           |            |
| Number   | Date Approved |           |            |
|  |               |           |            |
| TOTALS   |               | 0.00      | 0.00       |
| Net change by Change Orders                        |               |           | \$0.00     |

|  |                 |
|--|-----------------|
| 1. ORIGINAL CONTRACT SUM   | \$ 1,170,800.00 |
| 2. Net change by Change Orders   | \$ 0.00         |
| 3. CONTRACT SUM TO DATE (Line 1+/-2)                                   | \$ 1,170,800.00 |
| 4. TOTAL COMPLETED TO DATE<br>(Column K on G703)                       | \$ 430,888.00   |
| 5. RETAINAGE:<br>5% of Work Completed and Stored Material              | \$ 21,544.41    |
| 6. TOTAL EARNED LESS RETAINAGE<br>(Line 4 less Line 5 Total)           | \$ 409,343.59   |
| 7. LESS PREVIOUS CERTIFICATES FOR<br>I (Line 6 from prior Certificate) | \$ 187,386.78   |
| 8. CURRENT PAYMENT DUE   | \$ 221,956.81   |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Wynn Construction Co., Inc.

By: Kevin Lane Date: 08/29/14  
Kevin Lane - Vice President



State of: Oklahoma County of: Oklahoma

Subscribed and sworn to before me this 29 day of Sep 2014

Notary Public: Stephanie Pace  
My Commission expires: 7/30/2214 Commission #: 908005275

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for.)  
ARCHITECT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: Three  
 APPLICATION DATE: 09/29/14  
 PERIOD FROM: 09/01/14  
 PERIOD TO: 09/25/14

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

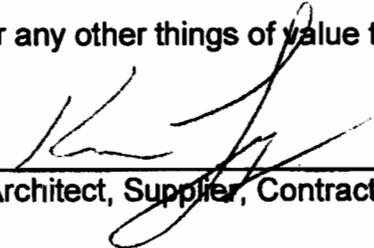
Wynn's No.

| A<br>ITEM<br>No.   | B<br>DESCRIPTION OF WORK        | C<br>SCHEDULED<br>VALUE | D<br>E<br>WORK COMPLETED |                                   |                                    | G<br>H<br>STORED MATERIALS |                     | I<br>Total Stored<br>Material | J<br>Total Completed<br>And Stored<br>To Date | K<br>% Completed<br>And Stored<br>To Date | L<br>Balance<br>To Finish | M<br>Retainage   |
|--------------------|---------------------------------|-------------------------|--------------------------|-----------------------------------|------------------------------------|----------------------------|---------------------|-------------------------------|---|---|---------------------------|------------------|
|                    |                                 |                         | Previous<br>Applications | Work in Place<br>This Application | Total Work in<br>Place Job to Date | Previous<br>Applications   | This<br>Application |                               |   |   |                           |                  |
|                    |                                 |                         |                          |                                   |                                    |                            |                     |                               |   |   |                           |                  |
| 1                  | Mobilization                    | 49,350.00               | 49,350.00                | 0.00                              | 49,350.00                          | 0.00                       | 0.00                | 0.00                          | 49,350.00                                     | 100%                                      | 0.00                      | 2,487.50         |
| 2                  | Excavate for New Screen         | 18,818.00               | 18,818.00                | 0.00                              | 18,818.00                          | 0.00                       | 0.00                | 0.00                          | 18,818.00                                     | 100%                                      | 0.00                      | 930.80           |
| 3                  | New Screen Structure            | 55,250.00               | 48,067.50                | 6,077.50                          | 54,145.00                          | 0.00                       | 0.00                | 0.00                          | 54,145.00                                     | 98%                                       | 1,105.00                  | 2,707.25         |
| 4                  | Deliver New Screen              | 129,000.00              | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 129,000.00                | 0.00             |
| 5                  | Install Screen                  | 11,750.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 11,750.00                 | 0.00             |
| 6                  | Electric to New Screen          | 11,045.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 11,045.00                 | 0.00             |
| 7                  | Handrails & Misc. Metals @ N    | 7,850.00                | 0.00                     | 6,655.50                          | 6,655.50                           | 0.00                       | 0.00                | 0.00                          | 6,655.50                                      | 87%                                       | 994.50                    | 332.78           |
| 8                  | Rehab Existing Screen           | 178,500.00              | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 178,500.00                | 0.00             |
| 9                  | Electrical for Rehab Screen     | 10,215.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 10,215.00                 | 0.00             |
| 10                 | Demo Screw Pump                 | 19,000.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 19,000.00                 | 0.00             |
| 11                 | Deliver New Screw pump          | 88,000.00               | 0.00                     | 67,080.00                         | 67,080.00                          | 15,000.00                  | 0.00                | 15,000.00                     | 82,080.00                                     | 95%                                       | 3,920.00                  | 4,104.00         |
| 12                 | Install Screw Pump              | 35,000.00               | 0.00                     | 6,750.00                          | 6,750.00                           | 0.00                       | 0.00                | 0.00                          | 6,750.00                                      | 25%                                       | 28,250.00                 | 437.50           |
| 13                 | Electrical for Screw Pump       | 7,589.00                | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 7,589.00                  | 0.00             |
| 14                 | SCADA Conduits                  | 8,425.00                | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 8,425.00                  | 0.00             |
| 15                 | Electrical Demo                 | 9,135.00                | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 9,135.00                  | 0.00             |
| 16                 | Demo Clarifier                  | 29,355.00               | 13,209.75                | 10,274.25                         | 23,484.00                          | 0.00                       | 0.00                | 0.00                          | 23,484.00                                     | 80%                                       | 5,871.00                  | 1,174.20         |
| 17                 | Deliver New Clarifier           | 130,335.00              | 0.00                     | 117,301.50                        | 117,301.50                         | 0.00                       | 0.00                | 0.00                          | 117,301.50                                    | 90%                                       | 13,033.50                 | 5,865.08         |
| 18                 | Current Density Baffle          | 22,000.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 17,500.00           | 17,500.00                     | 17,500.00                                     | 80%                                       | 4,500.00                  | 875.00           |
| 19                 | Weir & Scum Baffle              | 30,000.00               | 0.00                     | 0.00                              | 0.00                               | 26,636.00                  | 0.00                | 26,636.00                     | 26,636.00                                     | 89%                                       | 3,364.00                  | 1,331.80         |
| 20                 | Install Clarifier               | 32,090.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 32,090.00                 | 0.00             |
| 21                 | Metal Building Allowance        | 18,000.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 18,000.00                 | 0.00             |
| 22                 | Electrical to Clarifier         | 22,995.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 22,995.00                 | 0.00             |
| 23                 | Lighting                        | 12,575.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 12,575.00                 | 0.00             |
| 24                 | Electrical Gear & Grounding     | 38,410.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 38,410.00                 | 0.00             |
| 25                 | Demo Sludge Pumps               | 19,200.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 19,200.00                 | 0.00             |
| 26                 | Deliver Sludge Pumps            | 69,820.00               | 0.00                     | 0.00                              | 0.00                               | 26,370.00                  | 0.00                | 26,370.00                     | 26,370.00                                     | 38%                                       | 43,450.00                 | 1,318.50         |
| 27                 | Install Sludge Pumps            | 15,300.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 15,300.00                 | 0.00             |
| 28                 | Process Piping                  | 26,380.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 26,380.00                 | 0.00             |
| 29                 | Sump Pump                       | 5,000.00                | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 5,000.00                  | 0.00             |
| 30                 | Electrical @ Pump Station       | 27,815.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 27,815.00                 | 0.00             |
| 31                 | SCADA System Upgrade Allow      | 25,000.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 25,000.00                 | 0.00             |
| 32                 | Electrical Modification Allowan | 10,000.00               | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 10,000.00                 | 0.00             |
| 34                 |                                 | 0.00                    | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 0.00                      | 0.00             |
| 35                 |                                 | 0.00                    | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 0.00                      | 0.00             |
| 36                 |                                 | 0.00                    | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 0.00                      | 0.00             |
| 37                 |                                 | 0.00                    | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 0.00                      | 0.00             |
| 38                 |                                 | 0.00                    | 0.00                     | 0.00                              | 0.00                               | 0.00                       | 0.00                | 0.00                          | 0.00  | 0%  | 0.00                      | 0.00             |
| <b>GRAND TOTAL</b> |                                 | <b>1,170,800.00</b>     | <b>129,243.25</b>        | <b>216,138.75</b>                 | <b>345,382.00</b>                  | <b>68,006.00</b>           | <b>17,500.00</b>    | <b>85,506.00</b>              | <b>430,888.00</b>                             | <b>37%</b>                                | <b>739,912.00</b>         | <b>21,544.41</b> |

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

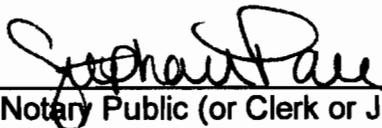
STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA SS

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

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

Subscribed and sworn to before me this

29th day of September 2014

  
\_\_\_\_\_  
Notary Public (or Clerk or Judge)

My Commission Expires:

May 29, 2016

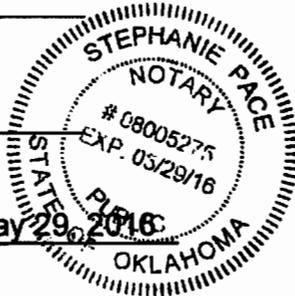


EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2013

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

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

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

|                           |              |
|---------------------------|--------------|
| <i>Triad Design Group</i> | 82-8818-16-1 |
| CREDITOR                  | TRUST NO.    |

| ITEM           |                                | ITEM NO.            |
|----------------|--------------------------------|---------------------|
| <i>10/1/14</i> | <i>Frisco Road Interchange</i> | <i>\$ 15,000.00</i> |
| DATE           | PURPOSE                        | AMOUNT              |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

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

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

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

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

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

YUKON MUNICIPAL AUTHORITY

Date \_\_\_\_\_

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

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

Attest:

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

Authorized Officer

\_\_\_\_\_  
 Secretary

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



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

Invoice No. 9020  
 Project No. E248.00  
 Statement No. 2  
 Date: October 1, 2014  
 CIT220

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

Design Fee: \$750,000.00

Architectural and Engineering Services through September 25, 2014

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

Completed to Date: \$75,000.00 x 50% = \$37,500.00

Survey (\$75,000.00)

Completed to Date: \$75,000.00 x 0% = \$0.00

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

Completed to Date: \$100,000.00 x 0% = \$0.00

Traffic Study (\$50,000.00)

Completed to Date: \$50,000.00 x 0% = \$0.00

Environmental Study (\$125,000.00)

Completed to Date: \$125,000.00 x 0% = \$0.00

Roadway Design (\$300,000.00)

Completed to Date: \$300,000.00 x 0% = \$0.00

Hydraulics/Hydrology (\$25,000.00)

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

|                       |             |
|-----------------------|-------------|
|                       | 37,500.00   |
| Less Previous Billing | 22,500.00   |
| Amount Due            | \$15,000.00 |

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

Health Center Parkway Extension  
\_\_\_\_\_  
\_\_\_\_\_

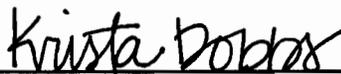
STATE OF OKLAHOMA SS  
COUNTY OF OKLAHOMA

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

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

Subscribed and sworn to before me this

1st day of October, 2014

  
\_\_\_\_\_  
Notary Public (or Clerk or Judge)



My Commission Expires: March 13, 2016

**Yukon City Council Minutes  
September 16, 2014**

The Yukon City Council met in regular session September 16, 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 Pastor Tim Baer, Grace Episcopal Church

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  
Bill Stover, Sanitation Director  
Gary Cooper, Information Technology Dir.  
Jenna Roberson, Public Info. Officer  
Doug Shivers, City Clerk  
Robbie Williams, City Engineer  
Larry Mitchell, Economic Dev. Director  
John Corn, Police Chief  
Mitchell Hort, Development Services Dir.  
Claudia Yager, Parks & Recreation

**Presentations and Proclamations**

Mayor Smith read the "Constitution Week" Proclamation and presented it to Sharon Hays. Ms. Hays spoke about the Mission of Fort Reno Chapter and thanked the Mayor.

**Visitors**

There were no Visitors.

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

**1A. YMA Consent Docket**

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

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

- A. The minutes of the regular meeting of August 19, 2014**
- B. Payment of material claims in the amount of \$27,540.25**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of August 19, 2014 and payment of material claims in the amount of \$27,540.25 was made by Trustee McEachern and seconded by Trustee Russell.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

## 1. Consent Docket

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

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

- A) The minutes of the regular meeting of August 19, 2014**
- B) Payment of material claims in the amount of \$391,661.40**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) The renewal of the existing Agreement for Services between the City of Yukon and Oklahoma Czechs, Inc., for the term of July 1, 2014 through June 30, 2015, at a cost of \$1,455.00**
- E) Appointment of Nick Grba, to the Park Board, representing Ward 2, as recommended by Council Member John Alberts**
- F) Appointment of Dr. Athena Friese to the board of the Spanish Cove Housing Authority, for the remaining term of Office #2 expiring May 31, 2015, as recommended by the Nominating Committee**
- G) Setting the date for the next regular Council meeting for October 7, 2014, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

Mayor Smith asked for Item A to be corrected to September 2, 2014.

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of September 2, 2014; Payment of material claims in the amount of \$391,661.40; Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade; The renewal of the existing Agreement for Services between the City of Yukon and Oklahoma Czechs, Inc., for the term of July 1, 2014 through June 30, 2015, at a cost of \$1,455.00; Appointment of Nick Grba, to the Park Board, representing Ward 2, as recommended by Council Member John Alberts; Appointment of Dr. Athena Friese to the board of the Spanish Cove Housing Authority, for the remaining term of Office #2 expiring May 31, 2015, as recommended by the Nominating Committee; and Setting the date for the next regular Council meeting for October 7, 2014, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Alberts and seconded by Council Member McEachern.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

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

## 3. Consider approving an expenditure of funds, in an amount not to exceed \$35,000.00, for a Roundhouse Trackless Train from the Roundhouse Trackless Train Company, to be paid from the Master Lease Purchase, as requested by the Parks and Recreation Director

The motion to approve an expenditure of funds, in an amount not to exceed \$35,000.00, for a Roundhouse Trackless Train from the Roundhouse Trackless Train Company, to be paid from the Master Lease Purchase, as requested by the Parks and Recreation Director, was made by Council Member Yanda and seconded by Council Member Alberts.

Council Member McEachern asked if this will replace the old train. Mr. Bottom stated the old train will be put into a secondary role.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**4. Consider accepting the 2014 Community Development Block Grant from the Oklahoma Department of Commerce, in the amount of \$64,567.00**

The motion to accept the 2014 Community Development Block Grant from the Oklahoma Department of Commerce, in the amount of \$64,567.00, was made by Council Member Russell and seconded by Council Member Yanda.

Council Member McEachern stated the bids were quite a bit lower than the engineers. Mr. Williams stated that pertains to the next item.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**5. Consider awarding the contract for the Yukon Community Center Roof Replacement Project to Universal Roofing and Sheet Metal, Inc., in the amount of \$207,180.00, to be paid from Capital Improvement funds, as recommended by Triad Design Group**

The motion to award the contract for the Yukon Community Center Roof Replacement Project to Universal Roofing and Sheet Metal, Inc., in the amount of \$207,180.00, to be paid from Capital Improvement funds, as recommended by Triad Design Group, was made by Council Member Alberts and seconded by Council Member McEachern.

Council Member McEachern questioned bids being lower than engineers estimate. Mr. Williams stated sometimes we are a little high on our estimates. Council Member McEachern questioned if the additional work anticipated was included in engineers original pricing. Mr. Williams stated other items just established unit price, if work is needed. Council Member McEachern asked if part of anticipated price. Mr. Williams stated no, his estimate is just what roof costs. Mayor Smith stated good news to have cushion. Mr. Williams stated we will amend contract at Council Meeting, if additional work is needed. Council Member Alberts clarified, if we expand or change in the future will the work being done now be able to tie into it later. Mr. Williams stated yes.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**6. Consider accepting the Maintenance Bonds for the Public Water Line and Sanitary Sewer, for the improvements for Garth Brooks Phase IV, as recommended by the Development Services Director**

The motion to accept the Maintenance Bonds for the Public Water Line and Sanitary Sewer, for the improvements for Garth Brooks Phase IV, as recommended by the Development Services Director, was made by Council Member Alberts and seconded by Council Member Russell.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**7. Consider accepting a request to release the Letter of Credit, for the improvements of the Public Water Line and Sanitary Sewer for Garth Brooks Phase IV, in the amount of \$112,000.00, as recommended by the Development Services Director**

The motion to accept a request to release the Letter of Credit, for the improvements of the Public Water Line and Sanitary Sewer for Garth Brooks Phase IV, in the amount of \$112,000.00, as recommended by the Development Services Director, was made by Council Member Yanda and seconded by Council Member McEachern.

Council Member McEachern questioned if this ends the project. Mr. Bottom stated it does for this part of the development.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**8. Consider approving the special conditions to the Revocable Permit Application, for Unite Private Networks, regarding the installation of broadband fiber, to serve the Yukon Public School District, to include:**

- **Unite Private Networks will be responsible for the relocation of the fiber optic cable for the widening of Hwy 4 (Piedmont Road) and will be required to bear all costs of the relocation; thus City and State shall bear no expense for this relocation.**
- **Unite Private Networks shall provide a statement from the contractor and OG&E that fiber optic aerial cable has been installed in accordance with standards and codes for the installation and clearances over roadways.**
- **Unite Private Networks' contractor will be required to work with the City of Yukon on the installation. A City of Yukon representative will be assigned to work with the contractor on the installation of fiber optic cable.**
- **All cable coils as listed in the plans for the installation of fiber optic cable, will be required to be reviewed and approved for this installation by the City of Yukon's representative, as recommended by the Development Services Director**

The motion to approve the special conditions to the Revocable Permit Application, for Unite Private Networks, regarding the installation of broadband fiber, to serve the Yukon Public School District, to include: Unite Private Networks will be responsible for the relocation of the fiber optic cable for the widening of Hwy 4 (Piedmont Road) and will be required to bear all costs of the relocation; thus City and State shall bear no expense for this relocation; Unite Private Networks shall provide a statement from

the contractor and OG&E that fiber optic aerial cable has been installed in accordance with standards and codes for the installation and clearances over roadways; Unite Private Networks' contractor will be required to work with the City of Yukon on the installation. A City of Yukon representative will be assigned to work with the contractor on the installation of fiber optic cable; and All cable coils as listed in the plans for the installation of fiber optic cable, will be required to be reviewed and approved for this installation by the City of Yukon's representative, as recommended by the Development Services Director, was made by Council Member McEachern and seconded by Council Member Alberts.

Council Member McEachern asked if it will be all above ground. Mr. Bottom stated some areas, but certain roads will have to be bored. Mr. Hort stated we will use OG&E poles where available. We will be going under bridges, railroad tracks and etc. Council Member McEachern questioned if Right-of-Ways will impact Oklahoma City poles. Mr. Hort stated yes, Unite is permitting thru Oklahoma City, as well. Council Member McEachern questioned who gets it. Mr. Hort stated Unite Private Networks would be required to do that. Mayor Smith re-read part of the item for clarification. Council Member McEachern questioned why we are doing this. Mr. Hort stated anytime they bore a city street, they are required to get a Right-of-Way and Revocable Permit. Mr. Bottom stated our easements are getting full and our thought process needs to become three dimensional. Council Member Alberts stated this is new to me, why this type of agreement. Mr. Hort stated so we know where and what type of cable and projects are underneath. We previously did this at Spanish Cove. Mayor Smith thanked Development Services for their efforts.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 9. Consider approving the Building Permit Application, Applications to Construct within Road Right-of-Way, and the specially-conditioned Revocable Permit Application, and authorize the City Manager to approve such applications from Unite Private Networks, for installation of broadband fiber, to serve the Yukon Public School District, as recommended by the Development Services Director**

The motion to approve the Building Permit Application, Applications to Construct within Road Right-of-Way, and the specially-conditioned Revocable Permit Application, and authorize the City Manager to approve such applications from Unite Private Networks, for installation of broadband fiber, to serve the Yukon Public School District, as recommended by the Development Services Director, was made by Council Member Russell and seconded by Council Member Yanda.

Council Member McEachern clarified this was same thing. Mr. Hort stated yes, just amended permit in Item 8.

**The vote:**

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

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 10. Consider approving Ordinance No. 1301, an Ordinance amending the Employee Retirement System, Defined Benefit Plan of the City of Yukon, Oklahoma, to incorporate the definition of Spouse; providing for effective date, providing for repealer and severability, and declaring an Emergency**

The motion to approve Ordinance No. 1301, an Ordinance amending the Employee Retirement System, Defined Benefit Plan of the City of Yukon, Oklahoma, to incorporate the definition of Spouse; providing for effective date, providing for repealer and severability, and declaring an Emergency, was made by Council Member Alberts and seconded by Council Member Yanda.

Council Member McEachern questioned why we needed this. Mr. Bottom stated keeps plan federally qualified. We are covered under two laws, Federal and State. Tonight is Federal Law and it keeps us qualified. Council Member McEachern questioned negatives. Mr. Bottom stated negative vote could result in a disqualification of our plan for our retirees. Council Member Alberts clarified this would not change our plan; it just makes it compliant with Federal law. Mr. Bottom stated yes.

**The vote:**

**AYES: Yanda, McEachern, Alberts, Smith**

**NAYS: Russell**

**VOTE: 4-1**

**MOTION CARRIED**

**11. Consider approving the Emergency Clause of Ordinance No. 1301**

The motion to approve the Emergency Clause of Ordinance No. 1301, was made by Council Member Alberts and seconded by Council Member McEachern.

**The vote:**

**AYES: McEachern, Yanda, Smith, Alberts**

**NAYS: Russell**

**VOTE: 4-1**

**MOTION CARRIED**

**12. City Manager's Report – Information items only**

**A. Sales Tax Report**

**B. Czech Day Update**

**C. Main Street Revitalization Update**

Mr. Bottom stated Sales Tax is disappointing. It is down half a point and year to date down .7%. We believe there are numerous reasons for this. We are preparing contingency plans. Historical trend indicates rebound usually happens starting next month.

Mr. Bottom encourages all to come to Czech Day on October 4. We are anticipating great weather. Come early to enjoy kolaches.

There are several projects on Main Street Revitalization. Tammy DeSpain has been the lead. Mrs. DeSpain stated Pam Shelton is working diligently with all the businesses on Main Street. Tomorrow at 4pm is the cash mob and so far we have 55 participants. We will meet at the Economic Development office and go shop at one of the Main St. businesses and spend at least \$20ea. It will be a great turn out. There will be a social hour afterwards at Green Chili Kitchen. There are several projects lined up that have been budgeted in the Capital Improvements at a cost of \$250,000.00. Some of the projects include signage and new roadway lighting, which will be done in three phases; east, west, and central. Lights will include new led lights and black decorative poles. We are moving forward and hope to gain support from our businesses. Yukon Community Support Foundation is providing grants for businesses to paint. Mr. Bottom thanked Tammy.

Mr. Bottom stated each month, the Council is asked to read a lot of information. The commitment of our Council to stay up to date should be acknowledged and appreciated. Thank you.

Council Member Alberts asked what was the budget growth based on. Mr. Bottom stated Sales Tax growth of 4%. It is currently at .7%. Council Member McEachern asked if there was any news on when ODOT will be opening roads. Mr. Bottom stated two weeks on Garth Brooks and three weeks on I-40. Mustang Road bridges are not included on time frame.

Mr. Bottom stated plans and application have been received for McAlister's Deli located by Kirkland's.

**13. New Business-None**

**14. Council Discussion**

Council Member McEachern thanked Dr. Friese for volunteering to serve on Spanish Cove board. He also thanked Tammy and Pam for their hard work. He's looking forward to the next two years.

Council Member Russell is excited about Main Street Revitalization.

Council Member Yanda thanked Mitch and his staff. She also congratulated Dr. Friese and Mr. Grba.

Council Member Alberts thanked Mr. Grba for his continued service. He is glad to see all the school kids in the audience. Thanks to all the City employees for their hard work. Tax will rebound and Mr. Bottom will be able to handle issues.

Mayor Smith thanked Mr. Bottom for recognizing City Council efforts. He also recognized Pam Shelton, we are lucky to have a citizen like her.

**15. Adjournment**

---

**Ken Smith, Mayor**

---

**Doug Shivers, City Clerk**

**Yukon City Council Minutes  
September 26, 2014**

The Yukon City Council met in Special session September 26, 2014 at 12:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

CALL TO ORDER: Ken Smith

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 Sara Hancock, Deputy City Clerk  
Tammy Despain, Assistant City Manager J.I. Johnson, Treasurer  
Kevin Jones, Fire Chief Gary Cooper, Information Technology Dir.  
Matt Wheatley, Acting City Attorney

**1. Consider approving Resolution No. 2014-20, a Resolution of the City of Yukon, Oklahoma, amending the Operating Budget for the Fiscal Year 2013-2014**

The motion to approve Resolution No. 2014-20, a Resolution of the City of Yukon, Oklahoma, amending the Operating Budget for the Fiscal Year 2013-2014, was made by Council Member Alberts and seconded by Council Member McEachern

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

**2. Adjournment**

\_\_\_\_\_  
**Ken Smith, Mayor**

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



RECAP OF CLAIMS

|        |                          |    |             |
|--------|--------------------------|----|-------------|
| FUND # |                          |    |             |
| 01     | General Fund Claims      | \$ | 328,311.69  |
| 36     | Sales Tax Claims         |    | 191,584.82  |
| 64     | Special Revenue Fund     |    | 23,718.43   |
| 70     | Water & Sewer Enterprise |    | 150,932.51  |
| 71     | Sanitation Enterprise    |    | 11,157.62   |
| 73     | Storm Water Enterprise   |    | 590.79      |
| 74     | Grant Fund               |    | 540.21      |
|        |                          |    | <hr/>       |
|        |                          | \$ | 706,836.07  |
|        |                          |    | <hr/> <hr/> |

The above foregoing claims have been passed and approved this 7th 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       |          |                             |                           |         |                    |           |
| 15-57870          | 01-00101 | City of Yukon (BankOne)ADM  | Memorial Flowers          | 9/2014  | YukonFlower 004573 | 162.50    |
| 15-58806          | 01-00107 | City of Yukon (BankOne)CMD  | Retirement Gift-TWaggoner | 9/2014  | CVS 09-03-14       | 100.00    |
| 15-58807          | 01-00107 | City of Yukon (BankOne)CMD  | Retirement party supplies | 9/2014  | Homeland 09-05-14  | 126.24    |
|                   |          |                             | Retirement party supplies | 9/2014  | Homeland 09-05-14  | 57.71     |
| 15-59229          | 01-05386 | Capitol Decisions           | Prof Services-Sep'14      | 9/2014  | 8491               | 7,500.00  |
|                   |          |                             | expense retainer          | 9/2014  | 8494               | 500.00    |
| 15-59226          | 01-13020 | FX Technologies             | radio install-Fire truck  | 6/2014  | 2                  | 409.29    |
| 15-59251          | 01-37464 | Oklahoma Mid-Size Cities    | 14-15 membership dues     | 9/2014  | 2015-4             | 5,250.00  |
| 15-59233          | 01-44300 | RSmeacham CPAs & Advisors   | Professional Srvcs        | 6/2014  | 8200               | 300.00    |
|                   |          |                             | Professional Srvcs        | 9/2014  | 8747               | 8,000.00  |
| 15-59255          | 01-46940 | Sam's Club Direct-G.E.Capit | annual admin fee          | 7/2014  | CF140728-7467666   | 50.00     |
|                   |          |                             | memberships               | 7/2014  | 999999 GHKUHZ      | 255.00    |
| 15-59237          | 01-50700 | Triad Design Group          | A/E Srvcs-09/25/14        | 9/2014  | 9007               | 2,402.68  |
| 15-59239          | 01-58100 | Wheatley Segler Osby & Mill | Professional Srvcs        | 9/2014  | 14922              | 1,352.58  |
| 15-59238          | 01-58110 | Wheatley Segler Osby & Mill | Professional Services     | 9/2014  | 14922              | 9,450.42  |
| 15-59253          | 01-62200 | Yukon Chamber of Commerce   | Contractual Srvcs-OC14    | 10/2014 | 9150               | 1,500.00  |
| 15-59240          | 01-62900 | Yukon Review Inc.           | display ad-GoodLuckFootba | 9/2014  | YR80407            | 1,512.00  |
| 15-59241          | 01-62900 | Yukon Review Inc.           | display ad-GoodLuckTeam   | 9/2014  | YR80523            | 756.00    |
| 15-59242          | 01-62900 | Yukon Review Inc.           | display ad-Span.Cove40yrs | 9/2014  | YR80664            | 756.00    |
| DEPARTMENT TOTAL: |          |                             |                           |         |                    | 40,440.42 |

|                   |          |                             |                          |        |                    |        |
|-------------------|----------|-----------------------------|--------------------------|--------|--------------------|--------|
| DEPARTMENT: 102   |          |                             |                          |        |                    |        |
| ADMINISTRATION    |          |                             |                          |        |                    |        |
| 15-57871          | 01-00101 | City of Yukon (BankOne)ADM  |                          | 7/2014 | OnBorder 7-22-14   | 2.00   |
|                   |          |                             |                          | 8/2014 | GreenChili 8-28-14 | 43.10  |
|                   |          |                             |                          | 9/2014 | GreenChili 9-17-14 | 53.72  |
| 15-59019          | 01-00101 | City of Yukon (BankOne)ADM  | Office Supplies          | 9/2014 | Staples 25203      | 29.99  |
|                   |          |                             | Office Supplies          | 9/2014 | Staples 27531      | 24.96  |
| 15-59169          | 01-00101 | City of Yukon (BankOne)ADM  | SGR Conference Reg-TD    | 9/2014 | SGR 09-26-14       | 199.00 |
| 15-59170          | 01-00101 | City of Yukon (BankOne)ADM  | Travel Expenses-SGR Conf | 9/2014 | GreatWolf 09-26-14 | 166.87 |
| 15-58993          | 01-30600 | Lowe's Companies, Inc.      | Storage Shelves          | 9/2014 | 02426              | 132.96 |
| 15-58149          | 01-41440 | ProStar Service-Oklahoma    | Coffee Service           | 9/2014 | 130962             | 25.17  |
| 15-59055          | 01-48373 | Southwestern Stationery and | Bus.Cards-J.Roberson     | 9/2014 | 35632              | 75.00  |
| 15-58407          | 01-62200 | Yukon Chamber of Commerce   | Monthly Chamber Lunches  | 9/2014 | 9130               | 36.00  |
| DEPARTMENT TOTAL: |          |                             |                          |        |                    | 788.77 |

| P.O.#             | VENDOR # | NAME                      | DESCRIPTION               | DATE   | INVOICE            | AMOUNT     |
|-------------------|----------|---------------------------|---------------------------|--------|--------------------|------------|
| DEPARTMENT: 103   |          | INSURANCE                 |                           |        |                    |            |
| 15-59235          | 01-37468 | OK Municipal Assurance    | Worker'sComp14-15 Q2      | 8/2014 | 2nd Qtr 14-15      | 185,690.00 |
| DEPARTMENT TOTAL: |          |                           |                           |        |                    | 185,690.00 |
| DEPARTMENT: 106   |          | FIRE DEPARTMENT           |                           |        |                    |            |
| 15-58755          | 01-00105 | City of Yukon (BankOne)FD | Ellington-TShirts         | 8/2014 | S&STextiles 38025  | 180.00     |
| 15-58790          | 01-00105 | City of Yukon (BankOne)FD | Anderson-station shoes    | 9/2014 | Nike 0921700406    | 168.72     |
| 15-58791          | 01-00105 | City of Yukon (BankOne)FD | McDoulett-staiton shoes   | 9/2014 | Nike 0921700394    | 168.72     |
| 15-58792          | 01-00105 | City of Yukon (BankOne)FD | Homme- station shoes      | 9/2014 | Nike 0921680421    | 157.83     |
| 15-58880          | 01-00105 | City of Yukon (BankOne)FD | Station 2 - garage door   | 9/2014 | GarageDoor 6656    | 605.00     |
| 15-58911          | 01-00105 | City of Yukon (BankOne)FD | USA & OK Flags            | 9/2014 | Carrotop 100059622 | 479.50     |
| 15-58914          | 01-00105 | City of Yukon (BankOne)FD | WTC In Their Own Words    | 9/2014 | FireHouse 09-11-14 | 39.90      |
| 15-58915          | 01-00105 | City of Yukon (BankOne)FD | Loveless-Safety glasses   | 9/2014 | Oakley 137395399   | 133.00     |
|                   |          |                           | Weaver-safety glasse      | 9/2014 | Oakley 137395399   | 105.00     |
|                   |          |                           | Mayhew-safety glasse      | 9/2014 | Oakley 137395399   | 91.00      |
|                   |          |                           | shipping                  | 9/2014 | Oakley 137395399   | 5.82       |
| 15-58904          | 01-31420 | McBride Orthopedic        | Fire Hep B                | 9/2014 | 6294               | 384.00     |
|                   |          |                           | Fire TB                   | 9/2014 | 6294               | 56.00      |
|                   |          |                           | Fire TB                   | 9/2014 | 6294               | 240.00     |
|                   |          |                           | Adm Fee FIRE              | 9/2014 | 6294               | 120.00     |
| 15-58758          | 01-38600 | OSU Fire Service Training | Reg-Rope Rescue Tech      | 9/2014 | 52084              | 600.00     |
| 15-58981          | 01-39450 | Physio-Control            | Lifepak 12 update         | 9/2014 | 415015841          | 3,585.00   |
| 15-58969          | 01-41440 | ProStar Service-Oklahoma  | coffee service            | 8/2014 | 129837             | 81.79      |
| 15-58918          | 01-46385 | S&S Textiles              |                           | 9/2014 | 38298              | 315.50     |
| 15-58919          | 01-46385 | S&S Textiles              | Graham-clothing allowance | 9/2014 | 38299              | 329.25     |
| 15-58920          | 01-46385 | S&S Textiles              | Weaver-Clothing Allowance | 9/2014 | 38300              | 342.00     |
| 15-58921          | 01-46385 | S&S Textiles              | Mayhew-clothing allowance | 9/2014 | 38302              | 112.75     |
| 15-58922          | 01-46385 | S&S Textiles              | BDavis-clothing allowance | 9/2014 | 38303              | 260.00     |
| 15-58923          | 01-46385 | S&S Textiles              | Little-clothing allowance | 9/2014 | 38304              | 396.50     |
| 15-58970          | 01-46385 | S&S Textiles              | McDoulett-clothing        | 9/2014 | 38305              | 513.50     |
| 15-59130          | 01-46385 | S&S Textiles              | pencil bags               | 9/2014 | 38294              | 800.23     |
| 15-58912          | 01-47660 | Shred-it Oklahoma         | document destruction      | 9/2014 | 9404147558         | 9.52       |
| 15-58354          | 01-57475 | Wayest Safety, Inc.       | Flip Tip Nozzle's (6)     | 8/2014 | 901049801          | 3,420.00   |
| 15-58855          | 01-91305 | Moore Medical             | medical gloves            | 9/2014 | 825342721          | 226.49     |
| 15-58959          | 01-91308 | Myder Fire Support, LLC   | Aerial & Ground Ladder    | 9/2014 | 09-10-14           | 1,030.00   |
| 15-58960          | 01-91308 | Myder Fire Support, LLC   | annual pump testing       | 9/2014 | 09-10-14           | 2,035.00   |
| 15-58982          | 01-92009 | Trane U.S, Inc.           | A/C repair at Station 1   | 7/2014 | 33799990           | 1,908.61   |
| DEPARTMENT TOTAL: |          |                           |                           |        |                    | 18,900.63  |

FUND: 01 - General Fund

| P.O.#             | VENDOR # | NAME                        | DESCRIPTION               | DATE   | INVOICE            | AMOUNT    |
|-------------------|----------|-----------------------------|---------------------------|--------|--------------------|-----------|
| DEPARTMENT: 107   |          | POLICE DEPARTMENT           |                           |        |                    |           |
| 15-57815          | 01-00111 | City of Yukon (BankOne)PD   | Baker uniform items       | 9/2014 | Baysinger 93183    | 458.93    |
| 15-57892          | 01-00111 | City of Yukon (BankOne)PD   | Prisoner Meals            | 9/2014 | Walmart 03085      | 90.00     |
| 15-57895          | 01-00111 | City of Yukon (BankOne)PD   | office supplies           | 7/2014 | Staples 7121336903 | 83.58     |
|                   |          |                             | office supplies           | 7/2014 | Staples 7121337120 | 379.90    |
|                   |          |                             | office supplies           | 8/2014 | Staples 7123149168 | 165.85    |
| 15-58522          | 01-00111 | City of Yukon (BankOne)PD   | catch net                 | 9/2014 | Amazon 09-19-14    | 59.19     |
| 15-58612          | 01-00111 | City of Yukon (BankOne)PD   | Cunningham uniforms       | 9/2014 | Baysinger 93261    | 320.95    |
| 15-58613          | 01-00111 | City of Yukon (BankOne)PD   | Walker uniforms           | 9/2014 | Baysinger 93253    | 348.94    |
| 15-58614          | 01-00111 | City of Yukon (BankOne)PD   | Frame uniforms            | 9/2014 | Baysinger 93257    | 285.96    |
| 15-58667          | 01-00111 | City of Yukon (BankOne)PD   | cat traps                 | 9/2014 | Amazon 09-19-14    | 119.97    |
| 15-58713          | 01-00111 | City of Yukon (BankOne)PD   | cleaning supplies         | 8/2014 | Massco 2296619     | 1,240.52  |
| 15-58762          | 01-00111 | City of Yukon (BankOne)PD   | Henderson uniforms        | 9/2014 | Baysinger 92882    | 279.95    |
| 15-58908          | 01-00111 | City of Yukon (BankOne)PD   | propane for NNO           | 9/2014 | Walmart 00949      | 31.64     |
| 15-58983          | 01-00111 | City of Yukon (BankOne)PD   | J.Corn clothing allowance | 9/2014 | SpecialOps 0009    | 38.97     |
| 15-58984          | 01-00111 | City of Yukon (BankOne)PD   | animal food               | 9/2014 | Walmart 06331      | 67.62     |
| 15-59075          | 01-00111 | City of Yukon (BankOne)PD   | new hire uniforms         | 9/2014 | SpecialOps 221324  | 529.32    |
|                   |          |                             | new hire uniforms         | 9/2014 | SpecialOps 221325  | 424.83    |
|                   |          |                             | new hire uniforms         | 9/2014 | SpecialOps 221327  | 839.34    |
|                   |          |                             | new hire uniforms         | 9/2014 | SpecialOps 221328  | 550.74    |
|                   |          |                             | new hire uniforms         | 9/2014 | LAPG 2332669       | 166.95    |
| 15-59135          | 01-00111 | City of Yukon (BankOne)PD   | prisoner meals            | 9/2014 | Walmart 00668A     | 11.04     |
| 15-59168          | 01-00111 | City of Yukon (BankOne)PD   | floor mats                | 9/2014 | OReily 0343-436051 | 14.99     |
| 15-58876          | 01-36720 | OK Dept of Public Safety    | OLETS user fee-Aug14      | 9/2014 | 04-1501735         | 350.00    |
| 15-58780          | 01-45680 | Shawn Roberson, PHD         | psychological exams       | 9/2014 | 09-23-14           | 1,200.00  |
| 15-58688          | 01-46940 | Sam's Club Direct-G.E.Capit | food for NNO              | 9/2014 | 2608               | 342.24    |
|                   |          |                             | food for NNO              | 9/2014 | 2609A              | 82.52     |
|                   |          |                             | credit - overcharged      | 9/2014 | 4324               | 6.00-     |
| 15-57818          | 01-47660 | Shred-it Oklahoma           | document destruction      | 9/2014 | 9404206385         | 19.04     |
| 15-59133          | 01-48410 | Special Ops Uniforms, Inc   | Wells uniform items       | 9/2014 | 220497             | 138.98    |
| 15-59138          | 01-70190 | Zach Bradford               | reimb for duty boots      | 9/2014 | 100139624          | 86.98     |
| 15-59039          | 01-76370 | Ryan Wells                  | reimb boots, handcuffs    | 9/2014 | 188797             | 29.99     |
|                   |          |                             | reimb boots, handcuffs    | 9/2014 | 09-06-14           | 100.00    |
| 15-58191          | 01-90700 | GT Distributors, Inc        | Duty/Qualification ammo   | 9/2014 | INV0507442         | 1,353.50  |
| DEPARTMENT TOTAL: |          |                             |                           |        |                    | 10,206.43 |

| P.O.#             | VENDOR # | NAME                        | DESCRIPTION               | DATE    | INVOICE           | AMOUNT    |
|-------------------|----------|-----------------------------|---------------------------|---------|-------------------|-----------|
| DEPARTMENT: 108   |          | STREET DEPARTMENT           |                           |         |                   |           |
| 15-57903          | 01-00180 | City of Yukon (BankOne)PW   | emulsion for patcher      | 8/2014  | VanceBros 074394  | 548.55    |
| 15-58599          | 01-00180 | City of Yukon (BankOne)PW   | data transfer cable       | 8/2014  | CTC 33824         | 36.25     |
| 15-58600          | 01-00180 | City of Yukon (BankOne)PW   | red/green led bulbs       | 9/2014  | Gades 0064670-IN  | 800.00    |
| 15-58658          | 01-00180 | City of Yukon (BankOne)PW   | marking paint             | 8/2014  | Ace 872787        | 99.99     |
| 15-58673          | 01-00180 | City of Yukon (BankOne)PW   | paint, rollers, hndl      | 9/2014  | Ace 872934        | 1,350.14  |
| 15-58786          | 01-00180 | City of Yukon (BankOne)PW   | unitbit                   | 9/2014  | Locke 23971491-00 | 44.54     |
|                   |          |                             | hand drill bit            | 9/2014  | Locke 23971491-00 | 68.20     |
| 15-58787          | 01-00180 | City of Yukon (BankOne)PW   | pvc plugs for holes       | 9/2014  | Locke 23971621-00 | 4.68      |
|                   |          |                             | pvc plugs for holes       | 9/2014  | Locke 23971546-00 | 3.80      |
| 15-58886          | 01-00180 | City of Yukon (BankOne)PW   | boots - l hibberd         | 9/2014  | Academy 238543A   | 149.97    |
|                   |          |                             | boots j wavada            | 9/2014  | Langstons 28201   | 150.00    |
|                   |          |                             | boots j wilson            | 9/2014  | Langstons 28069   | 150.00    |
|                   |          |                             | boots d buller            | 9/2014  | Walmart 01879     | 126.00    |
|                   |          |                             | boots j ross              | 9/2014  | RedWing 09-17-14  | 150.00    |
|                   |          |                             | boots r drake             | 9/2014  | Langstons 28174   | 150.00    |
|                   |          |                             | boots d jackson           | 9/2014  | Langstons 28200   | 150.00    |
|                   |          |                             | boots j rodriquez         | 9/2014  | Langstons 28202   | 150.00    |
|                   |          |                             | boots c clark             | 9/2014  | Langstons 28070   | 150.00    |
| 15-58891          | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 8/2014  | Clean 50668375    | 59.21     |
| 15-58892          | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014  | Clean 50669482    | 58.84     |
| 15-58893          | 01-00180 | City of Yukon (BankOne)PW   | rye and fertilizer        | 9/2014  | RossSeed A08824   | 221.70    |
| 15-58930          | 01-00180 | City of Yukon (BankOne)PW   | jerry cornelsen retiremen | 9/2014  | Walmart 07129     | 272.54    |
| 15-58998          | 01-00180 | City of Yukon (BankOne)PW   | hose end                  | 9/2014  | Ace 872966        | 3.58      |
| 15-59043          | 01-00180 | City of Yukon (BankOne)PW   | tiltmeters                | 9/2014  | R&B 3118          | 145.00    |
|                   |          |                             | freight                   | 9/2014  | R&B 3118          | 8.00      |
| 15-59069          | 01-00180 | City of Yukon (BankOne)PW   | power inverter            | 9/2014  | RadioShack 032646 | 59.99     |
| 15-59084          | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014  | Clean 50670590    | 59.21     |
| 15-59085          | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014  | Clean 50671713    | 58.95     |
| 15-59099          | 01-00180 | City of Yukon (BankOne)PW   | Clothing - L Hibberd      | 9/2014  | Walmart 00215     | 99.60     |
|                   |          |                             | Clothing - J Hill         | 9/2014  | Levis 40348       | 150.00    |
|                   |          |                             | Clothing - R Babb         | 9/2014  | Langstons 28897   | 85.94     |
|                   |          |                             | Clothing - Clevenger      | 9/2014  | Langstons 28762   | 147.85    |
|                   |          |                             | Clothing - J Ross         | 9/2014  | Langstons 29254   | 79.94     |
|                   |          |                             | Clothing - R Drake        | 9/2014  | Walmart 00087     | 99.85     |
|                   |          |                             | Clothing - D Jackson      | 9/2014  | Langstons 28895   | 99.91     |
|                   |          |                             | Clothing - C Clark        | 9/2014  | Langstons 28898   | 100.00    |
| 15-59142          | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014  | Clean 50672814    | 59.08     |
| 15-59183          | 01-00180 | City of Yukon (BankOne)PW   | boots - R. Babb           | 9/2014  | Langstons 28896   | 119.00    |
| 15-59184          | 01-01352 | Anderson Safety Products    | safety vests              | 10/2014 | 1906              | 134.25    |
| 15-59029          | 01-04477 | Brewer Construction Oklahom | Bridge Guardrail repair   | 9/2014  | 2014-40           | 1,725.00  |
| 15-58828          | 01-30600 | Lowe's Companies, Inc.      | ear protection            | 8/2014  | 02577             | 47.44     |
| 15-59121          | 01-30600 | Lowe's Companies, Inc.      | ortho home defense max    | 9/2014  | 01662             | 12.80     |
| 15-59080          | 01-47670 | SignalTek, Inc.             | repairs, annual insp      | 9/2014  | 10014             | 996.42    |
|                   |          |                             | maintenance               | 9/2014  | 10014             | 775.00    |
| 15-58929          | 01-63050 | Yukon Trophy & Awards, Inc. | plaque for retirement     | 9/2014  | 914180            | 26.00     |
| 15-58260          | 01-90201 | BECS Construction           | crosswalk bar,            | 8/2014  | 18                | 456.00    |
|                   |          |                             | stirping                  | 9/2014  | 21                | 484.00    |
| DEPARTMENT TOTAL: |          |                             |                           |         |                   | 10,927.22 |

| P.O.#             | VENDOR # | NAME                     | DESCRIPTION                  | DATE    | INVOICE            | AMOUNT    |
|-------------------|----------|--------------------------|------------------------------|---------|--------------------|-----------|
| DEPARTMENT: 109   |          | MUNICIPAL COURT          |                              |         |                    |           |
| 15-59100          | 01-00106 | City of Yukon (BankOne)  | CRT Office Supplies          | 9/2014  | Staples 7124197415 | 51.82     |
| DEPARTMENT TOTAL: |          |                          |                              |         |                    | 51.82     |
| DEPARTMENT: 110   |          | EMERGENCY MANAGEMENT     |                              |         |                    |           |
| 15-58749          | 01-00125 | City of Yukon (BankOne)  | EM Travel Exp Frosty Peak    | 8/2014  | Embassy 08-18-14   | 32.60     |
| DEPARTMENT TOTAL: |          |                          |                              |         |                    | 32.60     |
| DEPARTMENT: 111   |          | TECHNOLOGY               |                              |         |                    |           |
| 15-58556          | 01-00123 | City of Yukon (BankOne)  | TEC Replacement Battery      | 8/2014  | Inter 190200100280 | 41.29     |
| 15-58964          | 01-00123 | City of Yukon (BankOne)  | TEC HP Ink                   | 9/2014  | Quill 6057422      | 826.11    |
| 15-58965          | 01-00123 | City of Yukon (BankOne)  | TEC HP Ink                   | 9/2014  | CDW-G PJ47717      | 14.39     |
| 15-58989          | 01-00123 | City of Yukon (BankOne)  | TEC Badge Reel               | 9/2014  | Staples 24353      | 60.00     |
| 15-58990          | 01-00123 | City of Yukon (BankOne)  | TEC DVI-D cable adapter      | 9/2014  | Amazon 09-16-14    | 109.05    |
|                   |          |                          | Half Height Bracket          | 9/2014  | Amazon 09-15-14    | 98.70     |
|                   |          |                          | shipping                     | 9/2014  | Amazon 09-16-14    | 15.99     |
| 15-59010          | 01-00123 | City of Yukon (BankOne)  | TEC Otterbox Defender Case   | 9/2014  | Walmart 00908      | 46.88     |
| 15-59011          | 01-00123 | City of Yukon (BankOne)  | TEC Connection Card Plan Svc | 9/2014  | Sprint 27852448608 | 187.50    |
| 15-59013          | 01-00123 | City of Yukon (BankOne)  | TEC Service-Ticket Writers   | 9/2014  | Verizon 9731562583 | 2.17      |
| 15-59072          | 01-00123 | City of Yukon (BankOne)  | TEC iPad Srvc SP'2014        | 9/2014  | Verizon 9731638981 | 284.58    |
|                   |          |                          | iPad Srvc SP'2014            | 9/2014  | Verizon 9731638980 | 384.78    |
| 15-59141          | 01-00123 | City of Yukon (BankOne)  | TEC Service Plan Renewal     | 9/2014  | Brickhouse 864460  | 74.85     |
| 15-59166          | 01-00123 | City of Yukon (BankOne)  | TEC Acer Monitor             | 9/2014  | CDW-G PR25916      | 252.30    |
| 15-58978          | 01-06710 | Coast To Coast Computer  | ProHP Ink                    | 9/2014  | 1222193            | 179.00    |
|                   |          |                          | HP Ink                       | 9/2014  | 1222192            | 734.00    |
| 15-59165          | 01-06710 | Coast To Coast Computer  | ProHP Ink                    | 9/2014  | 1228611            | 178.00    |
| 15-59048          | 01-27720 | Kronos, Inc.             | Sft Usage fee AG'14          | 9/2014  | 10882027           | 934.50    |
| 15-59015          | 01-30600 | Lowe's Companies, Inc.   | Ladder                       | 9/2014  | 11761              | 50.84     |
| 15-58924          | 01-32680 | Mobile Wireless, LLC     | NetMotion renewal            | 7/2014  | 07-05-14           | 3,880.00  |
| 15-58986          | 01-41440 | ProStar Service-Oklahoma | Coffee Service               | 9/2014  | 130966             | 23.91     |
| 15-59049          | 01-48885 | Superior Office Systems  | Copier Rental Charge         | 9/2014  | 6498               | 825.00    |
|                   |          |                          | Per Page Copy Charge         | 9/2014  | 6498               | 280.29    |
| 15-58925          | 01-51740 | Tyler Technologies, Inc. | Maintenance renewal          | 9/2014  | 025-103372         | 23,881.32 |
| 15-59090          | 01-51740 | Tyler Technologies, Inc. | System Managment Srvc        | 10/2014 | 025-105973         | 551.25    |
| 15-59091          | 01-90317 | ComLink                  | replacement batteries        | 8/2014  | 21992              | 785.00    |
| 15-58967          | 01-92008 | Tangent Computer         | Maintenance Renewal          | 9/2014  | SI081393           | 595.00    |
| DEPARTMENT TOTAL: |          |                          |                              |         |                    | 35,296.70 |

| P.O.#                                | VENDOR # | NAME                         | DESCRIPTION               | DATE    | INVOICE            | AMOUNT   |
|--------------------------------------|----------|------------------------------|---------------------------|---------|--------------------|----------|
| DEPARTMENT: 112 DEVELOPMENT SERVICES |          |                              |                           |         |                    |          |
| 15-58808                             | 01-00107 | City of Yukon (BankOne)CMD   | OK Arts Conf-AFitzsimmon  | 9/2014  | OKArts 09-08-14    | 85.00    |
| 15-58840                             | 01-00107 | City of Yukon (BankOne)CMD   | safety boots-DeCassios    | 8/2014  | RedWing 08-28-14   | 191.24   |
| 15-58842                             | 01-00107 | City of Yukon (BankOne)CMD   | door knob                 | 9/2014  | Lowes 02787        | 8.97     |
| 15-58843                             | 01-00107 | City of Yukon (BankOne)CMD   | Training-Elect Insp       | 9/2014  | Pearson 00232061   | 168.00   |
|                                      |          |                              | Training-Elect Insp       | 9/2014  | Pearson 00232061   | 189.00   |
| 15-59092                             | 01-00107 | City of Yukon (BankOne)CMD   | Grant Research course     | 9/2014  | YourGran 346942627 | 299.00   |
| 15-58928                             | 01-47660 | Shred-it Oklahoma            | Document Destruction      | 8/2014  | 9404128282         | 47.60    |
| 15-59056                             | 01-53430 | United Color Press           | print Inspection notices  | 9/2014  | 3578               | 293.40   |
| 15-59058                             | 01-70185 | Frederick Blalock            | OFMA Membership           | 9/2014  | 09-17-14           | 75.00    |
| 15-59057                             | 01-71900 | Mitchell Hort                | reimb OK CIB license      | 9/2014  | 360539             | 35.00    |
| DEPARTMENT TOTAL:                    |          |                              |                           |         |                    | 1,392.21 |
| DEPARTMENT: 113 LIBRARY              |          |                              |                           |         |                    |          |
| 15-58590                             | 01-00108 | City of Yukon (BankOne)LIB   | Parts to repair faucet, d | 9/2014  | Ace 09-30-14       | 8.78     |
| 15-58801                             | 01-00108 | City of Yukon (BankOne)LIB   | Postage for ILL & Stamps  | 9/2014  | USPS 804           | 87.80    |
|                                      |          |                              | Postage for ILL & Stamps  | 9/2014  | USPS 10            | 37.82    |
|                                      |          |                              | Postage for ILL & Stamps  | 9/2014  | USPS 112A          | 88.26    |
| 15-58805                             | 01-00108 | City of Yukon (BankOne)LIB   | Office Supplies           | 9/2014  | Staples 7124816888 | 298.42   |
|                                      |          |                              | Office Supplies           | 9/2014  | Staples 29235      | 85.96    |
| 15-59094                             | 01-00108 | City of Yukon (BankOne)LIB   | Outside LIghting/weather  | 9/2014  | Voss 30132976-00   | 195.00   |
| 15-59158                             | 01-00108 | City of Yukon (BankOne)LIB   | Copy Paper                | 9/2014  | Staples 7124818433 | 174.01   |
| 15-58802                             | 01-74800 | Sara Schieman                | Mileage 8/14 & 9/14       | 9/2014  | August '14         | 74.48    |
|                                      |          |                              | Mileage 8/14 & 9/14       | 10/2014 | September '14      | 67.20    |
| 15-57854                             | 01-76130 | Kimberly Ventrella           | Mileage June-Aug. 2014    | 9/2014  | 09-09-14           | 33.60    |
| 15-58803                             | 01-76130 | Kimberly Ventrella           | Mileage - September 2014  | 9/2014  | 09-12-14           | 12.32    |
| DEPARTMENT TOTAL:                    |          |                              |                           |         |                    | 1,163.65 |
| DEPARTMENT: 114 PROPERTY MAINTENANCE |          |                              |                           |         |                    |          |
| 15-59065                             | 01-00101 | City of Yukon (BankOne)ADM   | Jackets-Penny & Stevie    | 9/2014  | EmbroidMe E5489    | 226.80   |
| 15-58655                             | 01-00112 | City of Yukon (BankOne)PROPG | Middleton Boots           | 9/2014  | Skechers 09-05-14  | 112.48   |
|                                      |          |                              | Shane Nokes-Boots         | 9/2014  | Academy 299749     | 129.98   |
|                                      |          |                              | Mark Scroggins-Boots      | 9/2014  | RedWing 09-11-14   | 150.00   |
|                                      |          |                              | Julia Puckett-Boots       | 9/2014  | Academy 297750     | 150.00   |
| 15-58656                             | 01-00112 | City of Yukon (BankOne)PROPG | Middleton-clothing        | 9/2014  | Langstons 09-10-14 | 100.00   |
|                                      |          |                              | C.Smith-clothing          | 9/2014  | Walmart 09847      | 18.88    |
|                                      |          |                              | C.Smith-clothing          | 9/2014  | Walmart 09722      | 80.52    |
|                                      |          |                              | M.Scroggins-clothing      | 9/2014  | Langstons 09-10-14 | 100.00   |
|                                      |          |                              | L.Clevenger-clothing      | 9/2014  | Walmart 09846      | 15.48    |
|                                      |          |                              | L.Clevenger-clothing      | 9/2014  | Walmart 09721      | 84.58    |
|                                      |          |                              | S. Nokes-clothing         | 9/2014  | Walmart 09953      | 95.72    |
|                                      |          |                              | J.Puckett-clothing        | 9/2014  | Walmart 09952      | 94.85    |
|                                      |          |                              | P.Dove-clothing           | 9/2014  | Kohls 09-10-14     | 99.95    |
|                                      |          |                              | S.Lackey-clothing         | 9/2014  | Walmart 09848      | 97.16    |
| 15-58844                             | 01-00112 | City of Yukon (BankOne)PROPH | VAC Tools                 | 9/2014  | Locke 23987178-00  | 23.31    |
| 15-58845                             | 01-00112 | City of Yukon (BankOne)PROPP | Parts-new YCC HVAC/Unit   | 9/2014  | Locke 23987023-00  | 308.12   |
| 15-58891                             | 01-00180 | City of Yukon (BankOne)PW    | uniform cleaning,ren      | 8/2014  | Clean 50668375     | 29.43    |

| P.O.#                | VENDOR # | NAME   | DESCRIPTION               | DATE   | INVOICE            | AMOUNT   |
|----------------------|----------|--|---------------------------|--------|--------------------|----------|
| DEPARTMENT: 114      |          |  |                           |        |                    |          |
| PROPERTY MAINTENANCE |          |  |                           |        |                    |          |
| 15-58892             | 01-00180 | City of Yukon (BankOne)PW                      | uniform cleaning,ren      | 9/2014 | Clean 50669482     | 29.29    |
| 15-59084             | 01-00180 | City of Yukon (BankOne)PW                      | uniform cleaning,ren      | 9/2014 | Clean 50670590     | 29.43    |
| 15-59085             | 01-00180 | City of Yukon (BankOne)PW                      | uniform cleaning,ren      | 9/2014 | Clean 50671713     | 29.29    |
| 15-59142             | 01-00180 | City of Yukon (BankOne)PW                      | uniform cleaning,ren      | 9/2014 | Clean 50672814     | 34.14    |
| 15-58595             | 01-08405 | Davis Carpet Company, Inc.                     | Stretch Carpet            | 8/2014 | 08-13-14           | 200.00   |
| 15-59052             | 01-16600 | Grainger, Inc.                                 | Dehumidifire-Cent Bldg    | 9/2014 | 9548222273         | 1,838.70 |
| 15-58991             | 01-31280 | Massco Maintenance Compan                      | Cleaning Supplies         | 9/2014 | 2298616            | 3,013.01 |
| 15-59234             | 01-37200 | OK Gas & Electric                              | Service-550SYukonPkwy     | 9/2014 | 09/08/14 550 S Yuk | 634.04   |
|                      |          |  | Service-951 Industrial    | 9/2014 | 09/10/14 951 Indus | 44.87    |
|                      |          |  | Service-334 Elm           | 9/2014 | 09/18/14 334 Elm   | 995.81   |
|                      |          |  | Service-501Ash-SecLight   | 9/2014 | 09/23/14 501Ash-SL | 69.54    |
| 15-59236             | 01-37600 | OK Natural Gas Co                              | TranspChrg-1035 Industria | 9/2014 | 09/12/14 1035 Indu | 114.55   |
|                      |          |  | TranspChrg-501 Ash        | 9/2014 | 09/12/14 501 Ash   | 143.78   |
| DEPARTMENT TOTAL:    |          |  |                           |        |                    | 9,093.71 |
| DEPARTMENT: 115      |          |  |                           |        |                    |          |
| HUMAN RESOURCES      |          |  |                           |        |                    |          |
| 15-58927             | 01-00117 | City of Yukon (BankOne)HR                      | ManagingPeopleAtWork      | 9/2014 | Manage 09-10-14    | 127.00   |
| 15-58994             | 01-00117 | City of Yukon (BankOne)HR                      | foot rests                | 9/2014 | Staples 7124030485 | 158.97   |
| 15-59153             | 01-00117 | City of Yukon (BankOne)HR                      | Health Fair Supplies      | 9/2014 | Oriental 665656650 | 130.04   |
| 15-59155             | 01-00117 | City of Yukon (BankOne)HR                      | SGR Membership            | 9/2014 | SGR 2804           | 250.00   |
| 15-59180             | 01-00117 | City of Yukon (BankOne)HR                      | SGR Conference Cindi      | 9/2014 | SGR 2808           | 199.00   |
|                      |          |  | SGR Hotel Cindi           | 9/2014 | GreatWolf 19613028 | 333.74   |
| 15-59192             | 01-00117 | City of Yukon (BankOne)HR                      | Health Fair Prizes        | 9/2014 | TJMaxx 09-26-14    | 69.91    |
| 15-58905             | 01-01005 | 5 Star Compliance Testing,                     | Drug Test                 | 8/2014 | 332                | 35.00    |
|                      |          |  | Drug Test                 | 8/2014 | 290                | 35.00    |
| 15-59228             | 01-05385 | Suzanne R. Cannon, LPC, LADEAP Contract-Sep'14 |                           | 9/2014 | Sep '14            | 801.50   |
| 15-59154             | 01-22462 | Integris Employee Health                       | New Fireman Physical      | 9/2014 | 2014-18549         | 475.00   |
| 15-58904             | 01-31420 | McBride Orthopedic                             | Non DOT Drug Test         | 9/2014 | 6294               | 162.00   |
|                      |          |  | Non DOT Physical          | 9/2014 | 6294               | 120.00   |
|                      |          |  | TB test                   | 9/2014 | 6294               | 14.00    |
|                      |          |  | TB Test                   | 9/2014 | 6294               | 15.00    |
| 15-59088             | 01-31440 | McClain-Chitwood Office Pro                    | Office Supplies/Binders   | 9/2014 | 207961             | 59.76    |
| 15-59030             | 01-37470 | OK Municipal League                            | Classified on OML         | 9/2014 | 054160             | 10.00    |
|                      |          |  | Classified on OML         | 9/2014 | 054161             | 10.00    |
|                      |          |  | Classified on OML         | 9/2014 | 054162             | 10.00    |
| 15-58906             | 01-62900 | Yukon Review Inc.                              | Classified Ad             | 8/2014 | YR80189            | 60.00    |
| 15-58980             | 01-76430 | Tonia Wilson                                   | Reimb Pic Frames          | 9/2014 | 09-11-14           | 10.00    |
| 15-59152             | 01-76430 | Tonia Wilson                                   | Reimb Mileage-W/C Conf    | 9/2014 | 09-24-14           | 28.95    |
| 15-59181             | 01-76430 | Tonia Wilson                                   | Fall 2014 tuition reimb   | 9/2014 | Fall '14           | 558.20   |
| DEPARTMENT TOTAL:    |          |  |                           |        |                    | 3,673.07 |

| P.O.#                               | VENDOR # | NAME                        | DESCRIPTION               | DATE    | INVOICE            | AMOUNT   |
|-------------------------------------|----------|-----------------------------|---------------------------|---------|--------------------|----------|
| DEPARTMENT: 116 PARK ADMINISTRATION |          |                             |                           |         |                    |          |
| 15-58674                            | 01-00110 | City of Yukon (BankOne)REC  | office supplies           | 9/2014  | Staples 26789      | 185.28   |
| 15-58675                            | 01-00110 | City of Yukon (BankOne)REC  | Blue Ray inflatable movie | 9/2014  | Swank DB1969449    | 200.00   |
| 15-59112                            | 01-00110 | City of Yukon (BankOne)REC  | flowers for Ellis funeral | 9/2014  | TheArrange 9-18-14 | 40.00    |
| 15-59105                            | 01-37910 | OK Tax Commission           | Craft Fair Tax permit     | 11/2014 | 11-01-14           | 50.00    |
| 15-58079                            | 01-47660 | Shred-it Oklahoma           | document shredding        | 8/2014  | 9404128169         | 9.52     |
| 15-59055                            | 01-48373 | Southwestern Stationery and | Bus.Cards-S.Shoemake      | 9/2014  | 35632              | 75.00    |
| DEPARTMENT TOTAL:                   |          |                             |                           |         |                    | 559.80   |
| DEPARTMENT: 117 PARK MAINTENANCE    |          |                             |                           |         |                    |          |
| 15-58645                            | 01-00110 | City of Yukon (BankOne)REC  | Flush valves sink parts   | 9/2014  | Locke 24089832-00  | 13.59    |
| 15-58651                            | 01-00110 | City of Yukon (BankOne)REC  | clothing allowance        | 9/2014  | Walmart 00309      | 99.85    |
|                                     |          |                             | clothing allowance        | 9/2014  | Walmart 00386      | 100.00   |
|                                     |          |                             | clothing allowance        | 9/2014  | Walmart 00307      | 99.85    |
|                                     |          |                             | clothing allowance        | 9/2014  | Walmart 00308      | 100.00   |
|                                     |          |                             | clothing allowance        | 9/2014  | Walmart 02557A     | 55.82    |
|                                     |          |                             | clothing allowance        | 9/2014  | Walmart 02558      | 98.73    |
|                                     |          |                             | clothing allowance        | 9/2014  | Walmart 00387      | 100.00   |
|                                     |          |                             | clothing allowance        | 9/2014  | Walmart 00385      | 100.00   |
|                                     |          |                             | clothing allowance        | 9/2014  | Langstons 09-04-14 | 100.00   |
|                                     |          |                             | clothing allowance        | 9/2014  | Langstons 09-04-14 | 100.00   |
|                                     |          |                             | boot allowance            | 9/2014  | Langstons 09-04-14 | 149.00   |
|                                     |          |                             | boot allowance            | 9/2014  | Langstons 09-04-14 | 149.00   |
|                                     |          |                             | boot allowance            | 9/2014  | Langstons 09-04-14 | 149.00   |
|                                     |          |                             | boot allowance            | 9/2014  | Langstons 09-04-14 | 149.00   |
|                                     |          |                             | boot allowance            | 9/2014  | Langstons 09-04-14 | 149.00   |
|                                     |          |                             | boot allowance            | 9/2014  | Langstons 09-04-14 | 149.00   |
|                                     |          |                             | boot allowance            | 9/2014  | Langstons 09-04-14 | 149.00   |
|                                     |          |                             | boot allowance            | 9/2014  | Langstons 09-04-14 | 149.00   |
|                                     |          |                             | boot allowance            | 9/2014  | Langstons 09-04-14 | 149.00   |
|                                     |          |                             | boot allowance            | 9/2014  | Langstons 09-04-14 | 149.00   |
|                                     |          |                             | boot allowance            | 9/2014  | Langstons 09-04-14 | 149.00   |
| 15-58871                            | 01-00110 | City of Yukon (BankOne)REC  | lights for YCC Football   | 9/2014  | Locke 24032310-00  | 109.40   |
|                                     |          |                             | lights for YCC Football   | 9/2014  | EMSCO 1452696      | 946.86   |
| 15-59009                            | 01-00110 | City of Yukon (BankOne)REC  | Tulip Bulbs/daffodils     | 9/2014  | Holland 126069     | 532.92   |
| 15-58891                            | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 8/2014  | Clean 50668375     | 31.22    |
| 15-58892                            | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014  | Clean 50669482     | 31.06    |
| 15-59084                            | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014  | Clean 50670590     | 31.22    |
| 15-59085                            | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014  | Clean 50671713     | 31.06    |
| 15-59142                            | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014  | Clean 50672814     | 31.14    |
| 15-58362                            | 01-30600 | Lowe's Companies, Inc.      | Playground supplies       | 9/2014  | 01555              | 50.77    |
|                                     |          |                             | Playground supplies       | 9/2014  | 02216              | 101.64   |
| 15-58646                            | 01-30600 | Lowe's Companies, Inc.      | flowers, rope             | 9/2014  | 01138A             | 36.04    |
|                                     |          |                             | flowers, rope             | 9/2014  | 01344              | 196.68   |
| 15-58797                            | 01-30600 | Lowe's Companies, Inc.      | wood for stairs           | 9/2014  | 02829A             | 31.86    |
|                                     |          |                             | wood for stairs           | 9/2014  | 02429              | 128.25   |
| 15-58579                            | 01-31280 | Massco Maintenance Compan   | park restroom supplies    | 9/2014  | 2297505            | 298.95   |
| 15-59026                            | 01-40815 | Precure Nursery             | Mums for parks            | 9/2014  | 036919             | 1,060.00 |
| DEPARTMENT TOTAL:                   |          |                             |                           |         |                    | 6,006.01 |

| P.O.#             | VENDOR # | NAME                        | DESCRIPTION               | DATE    | INVOICE           | AMOUNT     |
|-------------------|----------|-----------------------------|---------------------------|---------|-------------------|------------|
| DEPARTMENT: 118   |          | RECREATION FACILITIES       |                           |         |                   |            |
| 15-58418          | 01-00110 | City of Yukon (BankOne)REC  | ballast for RAC           | 9/2014  | Locke 23957959-00 | 482.28     |
| 15-58501          | 01-00110 | City of Yukon (BankOne)REC  | shirts for Flag FB        | 9/2014  | SkisTees 09-15-14 | 900.00     |
| 15-58503          | 01-00110 | City of Yukon (BankOne)REC  | snacks/prizes Bunko       | 9/2014  | Walmart 02649     | 87.66      |
| 15-58620          | 01-00110 | City of Yukon (BankOne)REC  | parents night out supplie | 9/2014  | Walmart 08633     | 49.66      |
| 15-58784          | 01-00110 | City of Yukon (BankOne)REC  | bathroom faucet RAC       | 9/2014  | Ace 872979        | 11.98      |
|                   |          |                             | bathroom faucet RAC       | 9/2014  | Locke 24069079-00 | 32.95      |
|                   |          |                             | bathroom faucet RAC       | 9/2014  | Locke 23957298-00 | 83.32      |
| 15-58836          | 01-00110 | City of Yukon (BankOne)REC  | kids day out supplies     | 9/2014  | Walmart 03146     | 91.27      |
| 15-58837          | 01-00110 | City of Yukon (BankOne)REC  | expenses Rec Trac conf    | 9/2014  | IronCactus 9-9-14 | 45.97      |
|                   |          |                             | expenses Rec Trac conf    | 9/2014  | Magnolia 09-10-14 | 207.26     |
| 15-59008          | 01-00110 | City of Yukon (BankOne)REC  | spooky social decor       | 9/2014  | HobLob 09-16-14   | 22.15      |
| 15-59033          | 01-00110 | City of Yukon (BankOne)REC  | prep supplies for TLC     | 9/2014  | HobLob 09-15-14   | 71.37      |
|                   |          |                             | prep supplies for TLC     | 9/2014  | Walmart 09939     | 180.08     |
| 15-59034          | 01-00110 | City of Yukon (BankOne)REC  | TLC supplies              | 9/2014  | SchoolOut 1640963 | 119.17     |
|                   |          |                             | TLC supplies              | 9/2014  | Amazon 09-10-14   | 96.94      |
| 15-59035          | 01-00110 | City of Yukon (BankOne)REC  | TLC office supplies       | 9/2014  | Staples 26507     | 154.77     |
|                   |          |                             | TLC office supplies       | 9/2014  | Lakeshore 026802  | 155.83     |
| 15-59036          | 01-00110 | City of Yukon (BankOne)REC  | Furniture YCC             | 9/2014  | Kirklands 9-23-14 | 379.96     |
| 15-59106          | 01-29100 | Leslie's Pool Supplies In   | pool chemicals            | 7/2014  | 00694-082982      | 92.48      |
| 15-58963          | 01-37770 | OK State Dept of Health     | License for Food Services | 10/2014 | 10-28-14          | 100.00     |
| 15-58869          | 01-46940 | Sam's Club Direct-G.E.Capit | Family Camp YCC           | 9/2014  | 8167              | 167.82     |
| 15-58870          | 01-46940 | Sam's Club Direct-G.E.Capit | RAC food                  | 9/2014  | 6797              | 344.34     |
| 15-59110          | 01-53450 | United Linen - Uniform Re   | linens for RAC/YCC        | 9/2014  | S1757195          | 61.60      |
|                   |          |                             | linens for RAC/YCC        | 9/2014  | 1758693           | 56.47      |
|                   |          |                             | linens for RAC/YCC        | 9/2014  | 1754648           | 58.32      |
|                   |          |                             | linens for RAC/YCC        | 9/2014  | 1754649           | 35.00      |
| DEPARTMENT TOTAL: |          |                             |                           |         |                   | 4,088.65   |
| FUND TOTAL:       |          |                             |                           |         |                   | 328,311.69 |

FUND: 36 - ST Capital Improvement

| P.O.#                                    | VENDOR # | NAME                       | DESCRIPTION               | DATE   | INVOICE            | AMOUNT   |
|--|----------|----------------------------|---------------------------|--------|--------------------|----------|
| DEPARTMENT: 501 SALES TAX CAPITAL IMPROV |          |                            |                           |        |                    |          |
| 15-58769                                 | 01-00101 | City of Yukon (BankOne)ADM | Furniture-CityHall/CenBld | 8/2014 | NewWorld 23442     | 650.00   |
|  |          |                            | Furniture-CityHall/CenBld | 9/2014 | NewWorld 23463     | 925.00   |
| 15-58319                                 | 01-00108 | City of Yukon (BankOne)LIB | Materials purchased local | 9/2014 | Hastings 5541866   | 450.56   |
| 15-58810                                 | 01-00123 | City of Yukon (BankOne)TEC | Wasp Scanner              | 8/2014 | CDW-G NT07355      | 333.81   |
| 15-58985                                 | 01-00123 | City of Yukon (BankOne)TEC | ACER Monitor              | 9/2014 | CDW-G PL63191      | 126.15   |
|  |          |                            | ACER Monitor              | 9/2014 | CDW-G PL63191      | 756.90   |
| 15-59000                                 | 01-00123 | City of Yukon (BankOne)TEC | Dell PowerEdge R420 Srvrs | 9/2014 | Dell 09-16-14      | 7,524.42 |
| 15-59023                                 | 01-00123 | City of Yukon (BankOne)TEC | 300GB 15K 5in SAS Drives  | 9/2014 | Dell 09-17-14      | 7,200.00 |
| 15-59024                                 | 01-00123 | City of Yukon (BankOne)TEC | Wireless Access Points    | 9/2014 | Candela 432        | 1,774.80 |
| 15-59046                                 | 01-00123 | City of Yukon (BankOne)TEC | MacBook Case              | 9/2014 | Amazon 09-18-14    | 28.22    |
| 15-59047                                 | 01-00123 | City of Yukon (BankOne)TEC | iPad Cases                | 9/2014 | Rakuten 75765363   | 215.58   |
| 15-59062                                 | 01-00123 | City of Yukon (BankOne)TEC | Car Chargers              | 9/2014 | LightBox 09-18-14  | 57.96    |
| 15-58901                                 | 01-00136 | City of Yukon (BankOne)ED  | Main Street Cash Mob expe | 9/2014 | HobLob 09-10-14    | 22.73    |
|  |          |                            | Main Street Cash Mob expe | 9/2014 | PartyGalaxy 119464 | 88.50    |
| 15-59101                                 | 01-00136 | City of Yukon (BankOne)ED  | MS Homecoming supplies    | 9/2014 | Walmart 02349      | 42.99    |
| 15-58624                                 | 01-00170 | City of Yukon (BankOne)UB  | Chairs                    | 8/2014 | Staples 7122784134 | 499.95   |
|  |          |                            | Computer Table            | 9/2014 | Staples 7123530591 | 167.99   |
|  |          |                            | Computer Table            | 9/2014 | Staples 7123530591 | 269.99   |
|  |          |                            | Activity Table            | 9/2014 | Staples 7123530591 | 279.99   |
| 15-58208                                 | 01-00180 | City of Yukon (BankOne)PW  | 1" meters                 | 8/2014 | HDSupply C736990   | 4,600.00 |
|  |          |                            | 1" meter spuds            | 8/2014 | HDSupply C736990   | 528.00   |
|  |          |                            | 1" ball valve curb        | 8/2014 | HDSupply C736990   | 1,780.00 |
| 15-58722                                 | 01-00180 | City of Yukon (BankOne)PW  | 8 meter sets              | 8/2014 | HDSupply C885396   | 2,160.00 |
| 15-58788                                 | 01-00180 | City of Yukon (BankOne)PW  | curbstops                 | 9/2014 | OKContra 0534022   | 1,275.00 |
|  |          |                            | spuds                     | 9/2014 | OKContra 0534022   | 468.00   |
| 15-58883                                 | 01-00180 | City of Yukon (BankOne)PW  | 42' grabber cones         | 9/2014 | PMSI I0156394      | 1,312.50 |
|  |          |                            | bases for cones           | 9/2014 | PMSI I0156394      | 542.50   |
| 15-57855                                 | 01-04450 | Brodart                    | Adult Fiction/non fiction | 8/2014 | B3598046           | 28.75    |
|  |          |                            | Adult Fiction/non fiction | 8/2014 | B3622251           | 44.78    |
| 15-58142                                 | 01-04450 | Brodart                    | Books-Adult Standing Orde | 7/2014 | B3566137           | 16.32    |
|  |          |                            | Books-Adult Standing Orde | 8/2014 | B3583488           | 24.69    |
|  |          |                            | Books-Adult Standing Orde | 8/2014 | B3595938           | 13.04    |
|  |          |                            | Books-Adult Standing Orde | 8/2014 | B3604207           | 56.15    |
|  |          |                            | Books-Adult Standing Orde | 8/2014 | B3618684           | 91.94    |
|  |          |                            | Books-Adult Standing Orde | 8/2014 | B3618685           | 15.22    |
| 15-58250                                 | 01-04450 | Brodart                    | Young Adult Fiction/non f | 8/2014 | B3622071           | 306.88   |
|  |          |                            | Young Adult Fiction/non f | 8/2014 | B3622252           | 10.29    |
|  |          |                            | Young Adult Fiction/non f | 9/2014 | B3638444           | 156.53   |
|  |          |                            | Young Adult Fiction/non f | 9/2014 | B3640745           | 14.47    |
| 15-58282                                 | 01-04450 | Brodart                    | Standing Order Books      | 7/2014 | B3542281           | 10.84    |
|  |          |                            | Standing Order Books      | 8/2014 | B3587238           | 3.69     |
|  |          |                            | Standing Order Books      | 8/2014 | B3591761           | 13.40    |
|  |          |                            | Standing Order Books      | 8/2014 | B3601146           | 12.63    |
|  |          |                            | Standing Order Books      | 8/2014 | B3604284           | 20.05    |
|  |          |                            | Standing Order Books      | 8/2014 | B3609332           | 10.34    |
|  |          |                            | Standing Order Books      | 8/2014 | B3601147           | 11.39    |
|  |          |                            | Standing Order Books      | 8/2014 | B3622286           | 10.84    |
|  |          |                            | Standing Order Books      | 9/2014 | B3628062           | 13.10    |

FUND: 36 - ST Capital Improvement

| P.O.#           | VENDOR # | NAME                        | DESCRIPTION               | DATE    | INVOICE  | AMOUNT    |
|-----------------|----------|-----------------------------|---------------------------|---------|----------|-----------|
| DEPARTMENT: 501 |          | SALES TAX CAPITAL IMPROV    |                           |         |          |           |
| 15-58318        | 01-04450 | Brodart                     | Adult Fiction/non fiction | 8/2014  | B3595936 | 289.09    |
|                 |          |                             | Adult Fiction/non fiction | 8/2014  | B3622072 | 266.09    |
|                 |          |                             | Adult Fiction/non fiction | 9/2014  | B3638445 | 43.82     |
| 15-58367        | 01-04450 | Brodart                     | Children's Fiction/non fi | 8/2014  | B3622073 | 381.17    |
|                 |          |                             | Children's Fiction/non fi | 9/2014  | B3638446 | 112.39    |
| 15-58804        | 01-04450 | Brodart                     | Children's Fiction/non fi | 9/2014  | B3638447 | 51.51     |
|                 |          |                             | Children's Fiction/non fi | 9/2014  | B3660369 | 174.28    |
| 15-59162        | 01-04450 | Brodart                     | Adult Standing Order      | 9/2014  | B3638448 | 30.47     |
|                 |          |                             | Adult Standing Order      | 9/2014  | B3660370 | 62.06     |
|                 |          |                             | Adult Standing Order      | 9/2014  | B3660371 | 30.99     |
| 15-59028        | 01-04477 | Brewer Construction Oklahom | Retaining wall            | 9/2014  | 2014-42  | 4,545.50  |
| 15-58438        | 01-05395 | Casco Industries, Inc.      | TIC 6000 Camera           | 9/2014  | 146523   | 12,524.00 |
| 15-58833        | 01-05490 | CDW Government Inc.         | HP LJ M651XH Ptr          | 9/2014  | PM61248  | 2,879.04  |
|                 |          |                             | 3 Yr NBD Warranty         | 9/2014  | PN43673  | 426.43    |
|                 |          |                             | CF330X Black Toner        | 9/2014  | PK61635  | 242.27    |
|                 |          |                             | CF331A Cyan Toner         | 9/2014  | PK02350  | 337.07    |
|                 |          |                             | CF332A Yellow Toner       | 9/2014  | PK02350  | 339.94    |
|                 |          |                             | CF333A Mag Toner          | 9/2014  | PK61635  | 339.94    |
| 15-58898        | 01-05490 | CDW Government Inc.         | Power Supply              | 9/2014  | PJ44916  | 260.00    |
| 15-58932        | 01-05490 | CDW Government Inc.         | Apple Equipment           | 9/2014  | PK22470  | 4,349.98  |
|                 |          |                             | Apple Equipment           | 9/2014  | PK22470  | 1,000.00  |
| 15-59230        | 01-05642 | The Center for Economic     | Consult-PotentialFriscoPr | 9/2014  | 11005    | 2,351.85  |
| 15-59252        | 01-05642 | The Center for Economic     | Consult-PotentialFriscoPr | 6/2014  | 10866    | 1,493.75  |
| 15-58653        | 01-08405 | Davis Carpet Company, Inc.  | Carpet-Centennial Bldg    | 8/2014  | 08-13-14 | 7,425.00  |
| 15-58654        | 01-08405 | Davis Carpet Company, Inc.  | Wall Covering             | 9/2014  | 09-07-14 | 1,791.97  |
| 15-57856        | 01-16230 | Gale Group Inc              | Adult Large Print Books   | 8/2014  | 52625769 | 45.73     |
|                 |          |                             | Adult Large Print Books   | 8/2014  | 52739541 | 149.92    |
|                 |          |                             | Adult Large Print Books   | 9/2014  | 53133662 | 95.96     |
|                 |          |                             | Adult Large Print Books   | 9/2014  | 53156791 | 142.35    |
|                 |          |                             | Adult Large Print Books   | 9/2014  | 53158346 | 45.73     |
| 15-58830        | 01-16230 | Gale Group Inc              | Annual Database Renewal   | 9/2014  | 350763   | 2,314.12  |
| 15-59160        | 01-16230 | Gale Group Inc              | Large Print Standiing Ord | 9/2014  | 53304210 | 260.88    |
| 15-59227        | 01-22440 | Integrus Canadian Valley    | Qtrly payment             | 10/2014 | 1023     | 50,000.00 |
| 15-58484        | 01-27365 | Keef Enterprises            | HVAC Unit - IT 1st floor  | 9/2014  | 14131    | 4,200.00  |
| 15-58485        | 01-27365 | Keef Enterprises            | HVAC Unit-Cent.Bldg.      | 9/2014  | 14132    | 4,200.00  |
| 15-58486        | 01-27365 | Keef Enterprises            | HVAC Unit - IT 2nd floor  | 9/2014  | 14130    | 2,200.00  |
| 15-59053        | 01-29660 | Lopez Construction of       | Paint Cupola at Cent Bldg | 9/2014  | 2423     | 1,800.00  |
| 15-58669        | 01-30600 | Lowe's Companies, Inc.      | Formica finsh cabinets    | 8/2014  | 10535    | 147.71    |
| 15-59044        | 01-30600 | Lowe's Companies, Inc.      | for salt and sand shed    | 9/2014  | 02423    | 416.00    |
| 15-59102        | 01-30600 | Lowe's Companies, Inc.      | Hutch for Main Street off | 9/2014  | 10782    | 232.75    |
| 15-57902        | 01-30680 | Luther Sign Company         | street signs/markers      | 8/2014  | 9930     | 35.74     |
|                 |          |                             | street signs/markers      | 9/2014  | 9938     | 237.14    |
|                 |          |                             | street signs/markers      | 9/2014  | 9939     | 149.74    |
|                 |          |                             | street signs/markers      | 9/2014  | 9964     | 1,334.08  |
| 15-57857        | 01-44395 | Recorded Books, LLC         | Audio Books               | 8/2014  | 74984792 | 186.00    |
|                 |          |                             | Audio Books               | 8/2014  | 74988140 | 98.09     |
| 15-59159        | 01-44395 | Recorded Books, LLC         | Audio Book Standing Order | 8/2014  | 74994139 | 56.90     |
|                 |          |                             | Audio Book Standing Order | 9/2014  | 74999363 | 112.49    |

FUND: 36 - ST Capital Improvement

| P.O.#             | VENDOR # | NAME                        | DESCRIPTION               | DATE   | INVOICE    | AMOUNT     |
|-------------------|----------|-----------------------------|---------------------------|--------|------------|------------|
| DEPARTMENT: 501   |          | SALES TAX CAPITAL IMPROV    |                           |        |            |            |
|                   |          |                             | Audio Book Standing Order | 9/2014 | 85002431   | 26.62      |
|                   |          |                             | Audio Book Standing Order | 9/2014 | 75005034   | 56.90      |
|                   |          |                             | Audio Book Standing Order | 9/2014 | 75007859   | 56.90      |
|                   |          |                             | Audio Book Standing Order | 9/2014 | 75008383   | 158.82     |
| 15-58593          | 01-46440 | Salazar Roofing             | Remodel Centennial Bldg   | 9/2014 | 1000011513 | 2,461.00   |
| 15-59116          | 01-46940 | Sam's Club Direct-G.E.Capit | Nikon D3300 Camera        | 9/2014 | 9262       | 699.00     |
| 15-58770          | 01-90309 | Cutting Edge Signs          | Taylor & Welch signs      | 9/2014 | 6964       | 3,300.00   |
|                   |          |                             | Hilcrest & Freedom        | 9/2014 | 6964       | 5,920.00   |
|                   |          |                             | Taylor Park signs         | 9/2014 | 6964       | 1,875.00   |
| 15-58237          | 01-90314 | Children's Specialties      | swing set                 | 9/2014 | 14167      | 3,006.00   |
| 15-58933          | 01-90406 | Digital Combustion, Inc.    | Comm Link 5.0             | 9/2014 | 0000001342 | 1,775.00   |
|                   |          |                             | Instructor Upgrade        | 9/2014 | 0000001342 | 425.00     |
|                   |          |                             | Fire Studio Player        | 9/2014 | 0000001342 | 756.00     |
| 15-58987          | 01-90704 | Gritware, LLC               | WebTracks Licenses        | 9/2014 | 3492       | 538.69     |
| 15-58058          | 01-91701 | Push-Pedal-Pull             | treadmills                | 7/2014 | 31664      | 10,058.00  |
| 15-58664          | 01-91705 | Pin EFX, LLC                | merchandise fo MS booth   | 9/2014 | 109        | 238.50     |
| 15-58416          | 01-92005 | Tek Supply                  | Salt/Sand building        | 7/2014 | 5796273-01 | 15,056.57  |
| DEPARTMENT TOTAL: |          |                             |                           |        |            | 191,584.82 |
| FUND TOTAL:       |          |                             |                           |        |            | 191,584.82 |

| P.O.#                                      | VENDOR # | NAME                       | DESCRIPTION               | DATE   | INVOICE            | AMOUNT    |
|--|----------|----------------------------|---------------------------|--------|--------------------|-----------|
| DEPARTMENT: 120 FIRE DEPT SPECIAL REVENUE  |          |                            |                           |        |                    |           |
| 15-59002                                   | 01-00105 | City of Yukon (BankOne)FD  | Airfare & Car Rental      | 9/2014 | Exped 184771924725 | 1,281.77  |
| 15-59001                                   | 01-1     | Across the Street Product  | Long-Registration         | 8/2014 | A 12-2229          | 4,500.00  |
|  |          |                            | McDoulett-Registrati      | 8/2014 | A 12-2229          | 4,500.00  |
| DEPARTMENT TOTAL:                          |          |                            |                           |        |                    | 10,281.77 |
| DEPARTMENT: 123 SPECIAL EVENT REVENUE      |          |                            |                           |        |                    |           |
| 15-58405                                   | 01-00101 | City of Yukon (BankOne)ADM | Christmas Supplies        | 7/2014 | K&KInter 001057325 | 73.06     |
|  |          |                            | Christmas Supplies        | 7/2014 | Fastastic 13010732 | 948.08    |
|  |          |                            | Shipping charges credit   | 8/2014 | K&KInter 8-4-14    | 62.97-    |
|  |          |                            | Shipping charges credit   | 8/2014 | K&KInter 8-1-14    | 77.53-    |
|  |          |                            | Christmas Supplies        | 9/2014 | KathCol 0340578-IN | 261.48    |
|  |          |                            | Christmas Supplies        | 9/2014 | KarenDidion 15592  | 601.00    |
|  |          |                            | Christmas Supplies        | 9/2014 | Regency 561096     | 604.73    |
|  |          |                            | Christmas Supplies        | 9/2014 | 180Deg 72442       | 633.66    |
|  |          |                            | credit - item not receive | 9/2014 | Fastastic 9-16-14  | 9.00-     |
| 15-58727                                   | 01-00101 | City of Yukon (BankOne)ADM | Locke Supply              | 9/2014 | Locke 24023753-00  | 1,372.66  |
|  |          |                            | Locke Supply              | 9/2014 | Locke 24047719-00  | 254.77    |
|  |          |                            | Tractor Supply            | 9/2014 | TractorSupp 151011 | 149.98    |
|  |          |                            | Fleet Pride               | 9/2014 | FleetPrid 63746282 | 184.16    |
| 15-58874                                   | 01-00101 | City of Yukon (BankOne)ADM | Heavy Duty Jack           | 9/2014 | TractorSupp 151010 | 59.99     |
| 15-58873                                   | 01-30600 | Lowe's Companies, Inc.     | Supplies -convert trailer | 9/2014 | 93900              | 346.32    |
| DEPARTMENT TOTAL:                          |          |                            |                           |        |                    | 5,340.39  |
| DEPARTMENT: 128 PARK & EVENTS SPEC REVENUE |          |                            |                           |        |                    |           |
| 15-58716                                   | 01-00110 | City of Yukon (BankOne)REC | pool table repair         | 9/2014 | Solids 20605       | 343.45    |
|  |          |                            | pool table repair         | 9/2014 | Mueller 1566545    | 68.55     |
| 15-58783                                   | 01-30600 | Lowe's Companies, Inc.     | wood to hold quilts       | 9/2014 | 02920A             | 7.20      |
| DEPARTMENT TOTAL:                          |          |                            |                           |        |                    | 419.20    |
| DEPARTMENT: 144 LIBRARY STATE AID          |          |                            |                           |        |                    |           |
| 15-58366                                   | 01-00108 | City of Yukon (BankOne)LIB | Program Supplies          | 9/2014 | Walmart 08922      | 91.71     |
|  |          |                            | Program Supplies          | 9/2014 | DollarTree 9-12-14 | 8.00      |
| 15-58187                                   | 01-91508 | Oklahoma Museum Network    | Adult Fall Reading Progra | 9/2014 | O-0100714          | 175.00    |
| 15-58188                                   | 01-91508 | Oklahoma Museum Network    | Adult Fall Reading Progra | 9/2014 | O-0090914          | 175.00    |
| DEPARTMENT TOTAL:                          |          |                            |                           |        |                    | 449.71    |

| P.O.#             | VENDOR # | NAME                      | DESCRIPTION               | DATE   | INVOICE  | AMOUNT    |
|-------------------|----------|---------------------------|---------------------------|--------|----------|-----------|
| DEPARTMENT: 146   |          | LIBRARY GRANT REVENUE     |                           |        |          |           |
| 15-58071          | 01-04450 | Brodart                   | Children's fiction/non fi | 8/2014 | B3604206 | 44.41     |
|                   |          |                           | Children's fiction/non fi | 8/2014 | B3625993 | 102.36    |
| 15-58482          | 01-04450 | Brodart                   | Children's Books- Series  | 8/2014 | B3601145 | 41.48     |
|                   |          |                           | Children's Books- Series  | 8/2014 | B3622285 | 751.26    |
| DEPARTMENT TOTAL: |          |                           |                           |        |          | 939.51    |
| DEPARTMENT: 167   |          | POLICE DEPT SPECIAL REVEN |                           |        |          |           |
| 15-59061          | 01-76370 | Ryan Wells                | Reimb for lapel mic       | 9/2014 | 188797   | 101.99    |
| 15-58663          | 01-90100 | Applied Concepts, Inc.    | radar equipment           | 9/2014 | 259113   | 5,789.32  |
| 15-57817          | 01-90802 | H & H Shooting Sports     | shotgun repair            | 9/2014 | 188121   | 396.54    |
| DEPARTMENT TOTAL: |          |                           |                           |        |          | 6,287.85  |
| FUND TOTAL:       |          |                           |                           |        |          | 23,718.43 |

| 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  | 9/2014 | Napa 577335       | 105.57   |
| 15-57901        | 01-00180 | City of Yukon (BankOne)PW   | parts for repair          | 8/2014 | OKContra 0533843  | 88.00    |
|                 |          |                             | parts for repair          | 8/2014 | OKContr 0533646   | 272.00   |
|                 |          |                             | parts for repair          | 8/2014 | OKContra 0533818  | 330.00   |
|                 |          |                             | parts for repair          | 9/2014 | Locke 24048287-00 | 35.86    |
|                 |          |                             | parts for repair          | 9/2014 | Locke 23942211-00 | 65.17    |
|                 |          |                             | parts for repair          | 9/2014 | Locke 23942760-00 | 15.46    |
|                 |          |                             | parts for repair          | 9/2014 | OKContr 0534025   | 125.00   |
|                 |          |                             | parts for repair          | 9/2014 | PioneerSupp 26774 | 478.60   |
|                 |          |                             | parts for repair          | 9/2014 | HDSupply C975464  | 144.48   |
|                 |          |                             | parts for repair          | 9/2014 | OkContr 0534023   | 450.00   |
|                 |          |                             | parts for repair          | 9/2014 | OkContr 0534024   | 262.50   |
|                 |          |                             | parts for repair          | 9/2014 | Locke 23979424-00 | 250.16   |
|                 |          |                             | parts for repair          | 9/2014 | Ace 872925        | 21.23    |
|                 |          |                             | parts for repair          | 9/2014 | Ace 872912        | 25.16    |
|                 |          |                             | parts for repair          | 9/2014 | HDSupply C975611  | 915.00   |
| 15-57904        | 01-00180 | City of Yukon (BankOne)PW   | CNG fuel for vehicles     | 8/2014 | Loves 89433       | 14.97    |
|                 |          |                             | CNG fuel for vehicles     | 8/2014 | OnCue 4550        | 24.66    |
|                 |          |                             | CNG fuel for vehicles     | 9/2014 | Loves 96814       | 13.32    |
|                 |          |                             | CNG fuel for vehicles     | 9/2014 | OnCue 5864        | 16.88    |
| 15-57905        | 01-00180 | City of Yukon (BankOne)PW   | oil, lubricants, silicone | 8/2014 | Napa 576689       | 7.86     |
| 15-58585        | 01-00180 | City of Yukon (BankOne)PW   | parts to repair vehicles  | 8/2014 | ATC 120121624     | 349.17   |
|                 |          |                             | parts to repair vehicles  | 8/2014 | Frontier 128711   | 24.42    |
|                 |          |                             | parts to repair vehicles  | 9/2014 | Chappell 0399917  | 116.63   |
|                 |          |                             | parts to repair vehicles  | 9/2014 | EnvProd 214955    | 51.95    |
| 15-58588        | 01-00180 | City of Yukon (BankOne)PW   | probes                    | 8/2014 | HDSupply C870163  | 184.00   |
|                 |          |                             | offset pipe wrench        | 8/2014 | HDSupply C870163  | 136.00   |
| 15-58827        | 01-00180 | City of Yukon (BankOne)PW   | 100 watt light            | 9/2014 | Locke 23925587-00 | 88.15    |
| 15-58887        | 01-00180 | City of Yukon (BankOne)PW   | boots n ramsey            | 9/2014 | RedWing 09-22-14  | 150.00   |
|                 |          |                             | boots j jones             | 9/2014 | Langstons 27957   | 149.00   |
|                 |          |                             | boots - s green           | 9/2014 | Langstons 27958   | 149.00   |
|                 |          |                             | boots - b hood            | 9/2014 | RedWing 09-22-14  | 150.00   |
|                 |          |                             | boots - r ford            | 9/2014 | Langstons 27959   | 149.00   |
|                 |          |                             | boots j lacefield         | 9/2014 | Gellco S148580    | 125.95   |
|                 |          |                             | boots - r marr            | 9/2014 | Gellco S148578    | 125.95   |
|                 |          |                             | boots m reed              | 9/2014 | RedWing 09-16-14  | 150.00   |
| 15-58890        | 01-00180 | City of Yukon (BankOne)PW   | fees                      | 7/2014 | PikePass 07-01-14 | 0.60     |
|                 |          |                             | fees                      | 8/2014 | PikePass 08-01-14 | 2.70     |
|                 |          |                             | fees                      | 9/2014 | PikePass 09-01-14 | 11.90    |
| 15-58891        | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 8/2014 | Clean 50668375    | 39.97    |
| 15-58892        | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014 | Clean 50669482    | 40.39    |
| 15-58996        | 01-00180 | City of Yukon (BankOne)PW   | 5w20 motor oil            | 9/2014 | Fentress 694751   | 21.58    |
| 15-59084        | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014 | Clean 50670590    | 39.97    |
| 15-59085        | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014 | Clean 50671713    | 40.44    |
| 15-59124        | 01-00180 | City of Yukon (BankOne)PW   | tiff sod-325 Carlsbad     | 9/2014 | Bentley 28509     | 75.00    |
| 15-59142        | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014 | Clean 50672814    | 39.80    |
| 15-59207        | 01-00180 | City of Yukon (BankOne)PW   | procam rental             | 9/2014 | ICM OK289468PW    | 250.00   |
| 15-58831        | 01-04477 | Brewer Construction Oklahom | sewer main repair         | 9/2014 | 2014-41           | 4,408.50 |

| P.O.#                              | VENDOR # | NAME                          | DESCRIPTION              | DATE   | INVOICE            | AMOUNT    |
|------------------------------------|----------|-------------------------------|--------------------------|--------|--------------------|-----------|
| DEPARTMENT: 201 WATER DISTRIBUTION |          |                               |                          |        |                    |           |
| 15-59120                           | 01-30600 | Lowe's Companies, Inc.        | items for concrete forms | 9/2014 | 01499              | 148.86    |
| 15-58895                           | 01-39550 | Paul Penley Oil Company, Inc. | unleaded fuel            | 9/2014 | 0104071-IN         | 1,148.21  |
|                                    |          |                               | diesel fuel              | 9/2014 | 0104071-IN         | 151.68    |
| DEPARTMENT TOTAL:                  |          |                               |                          |        |                    | 12,180.70 |
| DEPARTMENT: 202 UTILITY BILLING    |          |                               |                          |        |                    |           |
| 15-59012                           | 01-00123 | City of Yukon (BankOne)TEC    | MR Phone Srvc-Spt'14     | 9/2014 | Verizon 9731638977 | 5,296.19  |
| 15-59051                           | 01-00123 | City of Yukon (BankOne)TEC    | MR Phone Srvc-SP'14      | 9/2014 | Verizon 9731638978 | 166.94    |
| 15-58695                           | 01-00170 | City of Yukon (BankOne)UB     | Clothing-C.Edmonds       | 8/2014 | Walmart 06526      | 94.20     |
|                                    |          |                               | Clothing-B.Schneck       | 8/2014 | Walmart 06527      | 100.00    |
|                                    |          |                               | Boots-C.Edmonds          | 8/2014 | Langstons 26732    | 100.00    |
|                                    |          |                               | Boots-B.Schneck          | 8/2014 | Langstons 26733    | 100.00    |
|                                    |          |                               | Clothing-C.Southerla     | 9/2014 | Langstons 27659    | 99.94     |
|                                    |          |                               | Boots-C.Southerland      | 9/2014 | Langstons 27659    | 99.97     |
| 15-58968                           | 01-00170 | City of Yukon (BankOne)UB     | Door Hanger Stock        | 9/2014 | Staples 7123986166 | 36.99     |
|                                    |          |                               | Desk Organizer           | 9/2014 | Staples 7123986166 | 27.19     |
|                                    |          |                               | Wastebasket              | 9/2014 | Staples 7123986166 | 6.29      |
| 15-59063                           | 01-00170 | City of Yukon (BankOne)UB     | Postage Ink              | 9/2014 | Pitney 5502562017  | 169.99    |
| 15-59195                           | 01-00170 | City of Yukon (BankOne)UB     | Scotch refills           | 9/2014 | Staples 29930      | 14.99     |
|                                    |          |                               | Scotch dispensers        | 9/2014 | Staples 29930      | 13.49     |
| 15-58891                           | 01-00180 | City of Yukon (BankOne)PW     | uniform cleaning, rental | 8/2014 | Clean 50668375     | 20.67     |
| 15-58892                           | 01-00180 | City of Yukon (BankOne)PW     | uniform cleaning, rental | 9/2014 | Clean 50669482     | 20.57     |
| 15-59084                           | 01-00180 | City of Yukon (BankOne)PW     | uniform cleaning, rental | 9/2014 | Clean 50670590     | 20.67     |
| 15-59085                           | 01-00180 | City of Yukon (BankOne)PW     | uniform cleaning, rental | 9/2014 | Clean 50671713     | 20.57     |
| 15-59142                           | 01-00180 | City of Yukon (BankOne)PW     | uniform cleaning, rental | 9/2014 | Clean 50672814     | 20.62     |
| 15-58895                           | 01-39550 | Paul Penley Oil Company, Inc. | unleaded fuel            | 9/2014 | 0104071-IN         | 361.90    |
| 15-58925                           | 01-51740 | Tyler Technologies, Inc.      | Utility CIS System       | 9/2014 | 025-103372         | 7,347.54  |
|                                    |          |                               | Central Cash Collect     | 9/2014 | 025-103372         | 3,183.05  |
|                                    |          |                               | Srvc Order Mgt           | 9/2014 | 025-103372         | 2,938.01  |
|                                    |          |                               | Utility HH MR interf     | 9/2014 | 025-103372         | 368.84    |
| 15-59064                           | 01-53901 | U S Post Office               | Bulk Postage-Jan'14      | 9/2014 | Sept '14           | 4,500.00  |
| DEPARTMENT TOTAL:                  |          |                               |                          |        |                    | 25,128.62 |

| P.O.#             | VENDOR # | NAME                        | DESCRIPTION               | DATE   | INVOICE            | AMOUNT    |
|-------------------|----------|-----------------------------|---------------------------|--------|--------------------|-----------|
| DEPARTMENT: 203   |          | TREATMENT AND SUPPLY        |                           |        |                    |           |
| 15-59231          | 01-06375 | City of Oklahoma City       | Water Usage - Jul'14      | 9/2014 | 09/10/14           | 82,307.22 |
| 15-59070          | 01-57420 | Waste Connections of Oklaho | landfill fees Aug '14     | 8/2014 | 19893              | 2,339.50  |
| 15-58888          | 01-57425 | Waste Connections of Oklaho | Hauling for Aug 14        | 9/2014 | 1420605            | 1,815.00  |
| DEPARTMENT TOTAL: |          |                             |                           |        |                    | 86,461.72 |
| DEPARTMENT: 204   |          | FLEET MAINTENANCE           |                           |        |                    |           |
| 15-57898          | 01-00180 | City of Yukon (BankOne)PW   | parts to repair vehicles  | 8/2014 | Napa 576554        | 249.93    |
|                   |          |                             | parts to repair vehicles  | 9/2014 | Napa 578603        | 59.78     |
|                   |          |                             | parts to repair vehicles  | 9/2014 | Napa 579345        | 72.91     |
|                   |          |                             | parts to repair vehicles  | 9/2014 | Napa 577523        | 2.45      |
|                   |          |                             | parts to repair vehicles  | 9/2014 | Napa 577910        | 264.73    |
|                   |          |                             | parts to repair vehicles  | 9/2014 | Napa 577335        | 499.26    |
| 15-57899          | 01-00180 | City of Yukon (BankOne)PW   | parts to repair vehicles  | 8/2014 | OReily 0343-425718 | 8.36      |
|                   |          |                             | parts to repair vehicles  | 9/2014 | OReily 0343-433509 | 46.02     |
|                   |          |                             | parts to repair vehicles  | 9/2014 | OReily 0343-434080 | 93.76     |
|                   |          |                             | parts to repair vehicles  | 9/2014 | OReily 0343-435228 | 81.30     |
|                   |          |                             | parts to repair vehicles  | 9/2014 | OReily 0343-430700 | 41.37     |
|                   |          |                             | parts to repair vehicles  | 9/2014 | OReily 0343-431974 | 31.09     |
|                   |          |                             | parts to repair vehicles  | 9/2014 | OReily 0343-432462 | 103.76    |
| 15-57904          | 01-00180 | City of Yukon (BankOne)PW   | CNG fuel for vehicles     | 8/2014 | OnCue 8-29-14      | 23.54     |
|                   |          |                             | CNG fuel for vehicles     | 9/2014 | OnCue 5302         | 19.00     |
|                   |          |                             | CNG fuel for vehicles     | 9/2014 | Loves 53444        | 31.13     |
|                   |          |                             | CNG fuel for vehicles     | 9/2014 | Loves 92095        | 34.58     |
|                   |          |                             | CNG fuel for vehicles     | 9/2014 | Loves 97923        | 33.06     |
|                   |          |                             | CNG fuel for vehicles     | 9/2014 | Loves 55247A       | 33.36     |
| 15-57905          | 01-00180 | City of Yukon (BankOne)PW   | oil, lubricants, silicone | 8/2014 | Napa 576753        | 19.69     |
|                   |          |                             | oil, lubricants, silicone | 8/2014 | Napa 576688        | 21.45     |
|                   |          |                             | oil, lubricants, silicone | 9/2014 | Napa 578700        | 14.98     |
|                   |          |                             | oil, lubricants, silicone | 9/2014 | Napa 578756        | 299.94    |
|                   |          |                             | oil, lubricants, silicone | 9/2014 | SmithF&G 518209    | 90.00     |
|                   |          |                             | oil, lubricants, silicone | 9/2014 | Napa 577476        | 42.98     |
|                   |          |                             | oil, lubricants, silicone | 9/2014 | Napa 577708        | 43.14     |
|                   |          |                             | oil, lubricants, silicone | 9/2014 | Napa 578225        | 26.95     |
|                   |          |                             | oil, lubricants, silicone | 9/2014 | OReily 0343-430552 | 39.98     |
|                   |          |                             | oil, lubricants, silicone | 9/2014 | SmithF&G 517658    | 83.99     |
| 15-58249          | 01-00180 | City of Yukon (BankOne)PW   | poss drive shaft          | 8/2014 | LuberBros 00148766 | 711.88    |
| 15-58259          | 01-00180 | City of Yukon (BankOne)PW   | p265/60r17 tires          | 8/2014 | Goodyea 2551003023 | 498.88    |
|                   |          |                             | waste fee                 | 8/2014 | Goodyea 2551003023 | 10.00     |
| 15-58357          | 01-00180 | City of Yukon (BankOne)PW   | bearings                  | 8/2014 | Lacal 0200033-IN   | 1,438.54  |
| 15-58478          | 01-00180 | City of Yukon (BankOne)PW   | tire probe                | 8/2014 | Napa 576391        | 2.49      |
| 15-58585          | 01-00180 | City of Yukon (BankOne)PW   | parts to repair vehicles  | 8/2014 | JohnDeere 1644378  | 168.14    |
|                   |          |                             | parts to repair vehicles  | 8/2014 | P&K 1670720        | 98.16     |
|                   |          |                             | parts to repair vehicles  | 8/2014 | SmithF&G 516925    | 107.86    |
|                   |          |                             | parts to repair vehicles  | 8/2014 | Inland 34-88362    | 279.39    |
|                   |          |                             | parts to repair vehicles  | 8/2014 | WarrenCa 11C774651 | 137.40    |
|                   |          |                             | parts to repair vehicles  | 8/2014 | Goodyea 2551003053 | 165.10    |
|                   |          |                             | parts to repair vehicles  | 8/2014 | BobHowad 3495581   | 295.95    |

| P.O.#           | VENDOR # | NAME                      | DESCRIPTION              | DATE   | INVOICE            | AMOUNT    |
|-----------------|----------|---------------------------|--------------------------|--------|--------------------|-----------|
| DEPARTMENT: 204 |          | FLEET MAINTENANCE         |                          |        |                    |           |
|                 |          |                           | parts to repair vehicles | 8/2014 | Ace 872788         | 9.96      |
|                 |          |                           | parts to repair vehicles | 9/2014 | JoeCooper 544389   | 50.00     |
|                 |          |                           | parts to repair vehicles | 9/2014 | JoeCooper 75109Y   | 389.13    |
|                 |          |                           | parts to repair vehicles | 9/2014 | JoeCooper 544911   | 50.00     |
|                 |          |                           | parts to repair vehicles | 9/2014 | ProTurf 1274061-00 | 71.02     |
|                 |          |                           | parts to repair vehicles | 9/2014 | BigO 03603461747   | 84.79     |
|                 |          |                           | parts to repair vehicles | 9/2014 | Hercules 326104    | 93.29     |
|                 |          |                           | parts to repair vehicles | 9/2014 | SealCo 615956      | 29.47     |
|                 |          |                           | parts to repair vehicles | 9/2014 | Hercules 325994    | 28.21     |
|                 |          |                           | parts to repair vehicles | 9/2014 | BigO 03603461497   | 84.79     |
|                 |          |                           | parts to repair vehicles | 9/2014 | S&D 3680           | 749.00    |
|                 |          |                           | parts to repair vehicles | 9/2014 | Bakers 26470       | 24.75     |
|                 |          |                           | parts to repair vehicles | 9/2014 | Bakers 26470       | 0.25      |
|                 |          |                           | parts to repair vehicles | 9/2014 | SmithF&G 517659    | 23.50     |
|                 |          |                           | parts to repair vehicles | 9/2014 | SmithF&G 517713    | 108.00    |
|                 |          |                           | parts to repair vehicles | 9/2014 | Goodyea 2551003127 | 82.18     |
|                 |          |                           | parts to repair vehicles | 9/2014 | Hercules 325668    | 28.21     |
|                 |          |                           | parts to repair vehicles | 9/2014 | Hercules 326420    | 93.29     |
|                 |          |                           | parts to repair vehicles | 9/2014 | Hercules 326415    | 53.40     |
|                 |          |                           | parts to repair vehicles | 9/2014 | ProTurf 1274510-00 | 29.50     |
|                 |          |                           | parts to repair vehicles | 9/2014 | K&N TDC001609      | 214.96    |
|                 |          |                           | parts to repair vehicles | 9/2014 | Summit 405103882   | 65.65     |
|                 |          |                           | parts to repair vehicles | 9/2014 | SmithF&G 519017    | 108.00    |
| 15-58720        | 01-00180 | City of Yukon (BankOne)PW | parts                    | 8/2014 | WarrenCat OK22125  | 2,136.82  |
|                 |          |                           | labor                    | 8/2014 | WarrenCat OK22125  | 480.00    |
|                 |          |                           | travel time              | 8/2014 | WarrenCat OK22125  | 150.00    |
| 15-58827        | 01-00180 | City of Yukon (BankOne)PW | 100 watt light           | 9/2014 | Locke 23925587-00  | 88.14     |
| 15-58891        | 01-00180 | City of Yukon (BankOne)PW | red oil rag rental       | 8/2014 | Clean 50668375     | 19.78     |
|                 |          |                           | uniform cleaning,ren     | 8/2014 | Clean 50668375     | 16.86     |
| 15-58892        | 01-00180 | City of Yukon (BankOne)PW | red oil rag rental       | 9/2014 | Clean 50669482     | 29.54     |
|                 |          |                           | uniform cleaning,ren     | 9/2014 | Clean 50669482     | 16.78     |
| 15-58896        | 01-00180 | City of Yukon (BankOne)PW | boots N Kammerzell       | 9/2014 | Langstons 28056    | 150.00    |
|                 |          |                           | Boots - S Aldrich        | 9/2014 | Langstons 28055    | 150.00    |
|                 |          |                           | Boots J Clancey          | 9/2014 | Langstons 28057    | 149.00    |
| 15-58996        | 01-00180 | City of Yukon (BankOne)PW | 5w20 motor oil           | 9/2014 | Fentress 694751    | 485.81    |
| 15-59071        | 01-00180 | City of Yukon (BankOne)PW | door adjustment          | 9/2014 | Brooks 470265      | 60.00     |
| 15-59084        | 01-00180 | City of Yukon (BankOne)PW | red oil rag rental       | 9/2014 | Clean 50670590     | 19.78     |
|                 |          |                           | uniform cleaning,ren     | 9/2014 | Clean 50670590     | 16.86     |
| 15-59085        | 01-00180 | City of Yukon (BankOne)PW | red oil rag rental       | 9/2014 | Clean 50671713     | 29.54     |
|                 |          |                           | uniform cleaning,ren     | 9/2014 | Clean 50671713     | 16.78     |
| 15-59086        | 01-00180 | City of Yukon (BankOne)PW | Clothing - J Clancey     | 9/2014 | Walmart 01154      | 100.00    |
| 15-59142        | 01-00180 | City of Yukon (BankOne)PW | red oil rag rental       | 9/2014 | Clean 50672814     | 19.78     |
|                 |          |                           | uniform cleaning,ren     | 9/2014 | Clean 50672814     | 16.82     |
| 15-58889        | 01-29525 | Locke Welding             | demurrage for Aug 14     | 8/2014 | R4055              | 104.00    |
| 15-58659        | 01-30600 | Lowe's Companies, Inc.    | pipe clamps              | 9/2014 | 02402              | 24.66     |
|                 |          |                           | spring clamps            | 9/2014 | 02402              | 22.72     |
| 15-58895        | 01-39550 | Paul Penley Oil Company,  | Inunleaded fuel          | 9/2014 | 0104071-IN         | 10,704.60 |
|                 |          |                           | diesel fuel              | 9/2014 | 0104071-IN         | 3,280.27  |

FUND: 70 - Water & Sewer Enterprise

| P.O.#             | VENDOR # | NAME                     | DESCRIPTION    | DATE   | INVOICE | AMOUNT     |
|-------------------|----------|--------------------------|----------------|--------|---------|------------|
| DEPARTMENT: 204   |          | FLEET MAINTENANCE        |                |        |         |            |
| 15-58894          | 01-41440 | ProStar Service-Oklahoma | coffee service | 8/2014 | 129335  | 30.91      |
| 15-59208          | 01-41440 | ProStar Service-Oklahoma | coffee service | 9/2014 | 131564  | 44.39      |
| DEPARTMENT TOTAL: |          |                          |                |        |         | 27,161.47  |
| FUND TOTAL:       |          |                          |                |        |         | 150,932.51 |

| P.O.#             | VENDOR # | NAME                        | DESCRIPTION               | DATE   | INVOICE            | AMOUNT    |
|-------------------|----------|-----------------------------|---------------------------|--------|--------------------|-----------|
| DEPARTMENT: 301   |          | SANITATION                  |                           |        |                    |           |
| 15-59050          | 01-00123 | City of Yukon (BankOne)TEC  | Sant Svcs Tablets         | 9/2014 | Verizon 9731638979 | 346.00    |
| 15-58586          | 01-00171 | City of Yukon (BankOne)SAN  | hydraulic hose & fittings | 8/2014 | IndSpec 2730056200 | 617.64    |
| 15-58834          | 01-00171 | City of Yukon (BankOne)SAN  | transfer station receipts | 9/2014 | CustomPrint 42118  | 1,298.00  |
| 15-58977          | 01-00171 | City of Yukon (BankOne)SAN  | metal for dumpster repair | 9/2014 | Barker 149892      | 82.60     |
| 15-58995          | 01-00171 | City of Yukon (BankOne)SAN  | OKRA membership           | 9/2014 | OKRecyc 09-16-14   | 75.00     |
| 15-59081          | 01-00171 | City of Yukon (BankOne)SAN  | Bill Stover conf reg      | 9/2014 | OKRecyc 09-24-14   | 40.00     |
|                   |          |                             | R Luman conf reg          | 9/2014 | OKRecyc 09-24-14   | 40.00     |
| 15-59082          | 01-00171 | City of Yukon (BankOne)SAN  | painting dumpsters        | 9/2014 | Ace 872551         | 76.96     |
|                   |          |                             | painting dumpsters        | 9/2014 | Ace 872555         | 19.53     |
| 15-59083          | 01-00171 | City of Yukon (BankOne)SAN  | breaker & wire            | 9/2014 | Locke 24073672-00  | 160.56    |
| 15-59118          | 01-00171 | City of Yukon (BankOne)SAN  | helmet, gloves            | 9/2014 | AWeldors 7043958   | 118.08    |
| 15-59151          | 01-00171 | City of Yukon (BankOne)SAN  | welder gauge/regulator    | 9/2014 | AWeldor 7044058    | 89.25     |
| 15-59156          | 01-00171 | City of Yukon (BankOne)SAN  | office chairs             | 9/2014 | IKEA 187068940     | 726.00    |
| 15-57898          | 01-00180 | City of Yukon (BankOne)PW   | parts to repair vehicles  | 8/2014 | Napa 576554        | 29.17     |
|                   |          |                             | parts to repair vehicles  | 9/2014 | Napa 578603        | 42.43     |
|                   |          |                             | parts to repair vehicles  | 9/2014 | Napa 579345        | 154.41    |
|                   |          |                             | parts to repair vehicles  | 9/2014 | Napa 578439        | 18.59     |
|                   |          |                             | parts to repair vehicles  | 9/2014 | Napa 577523        | 8.32      |
|                   |          |                             | parts to repair vehicles  | 9/2014 | Napa 577335        | 80.15     |
| 15-57899          | 01-00180 | City of Yukon (BankOne)PW   | parts to repair vehicles  | 8/2014 | OReily 0343-428728 | 138.91    |
| 15-57905          | 01-00180 | City of Yukon (BankOne)PW   | oil, lubricants, silicone | 9/2014 | Fentress 694656    | 348.86    |
| 15-58585          | 01-00180 | City of Yukon (BankOne)PW   | parts to repair vehicles  | 8/2014 | Chappell 28204S-IN | 109.50    |
|                   |          |                             | parts to repair vehicles  | 8/2014 | C&BPump 518581     | 95.00     |
|                   |          |                             | parts to repair vehicles  | 8/2014 | Eggelhof F-45176-0 | 296.67    |
|                   |          |                             | parts to repair vehicles  | 8/2014 | IndSpec 2730062301 | 37.60     |
|                   |          |                             | parts to repair vehicles  | 9/2014 | ATC 120126109      | 150.25    |
|                   |          |                             | parts to repair vehicles  | 9/2014 | Ace 872944         | 11.96     |
|                   |          |                             | parts to repair vehicles  | 9/2014 | GoodYea 2551003258 | 55.76     |
| 15-58891          | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 8/2014 | Clean 50668375     | 41.03     |
| 15-58892          | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014 | Clean 50669482     | 41.50     |
| 15-59084          | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014 | Clean 50670590     | 41.03     |
| 15-59085          | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014 | Clean 50671713     | 40.84     |
| 15-59142          | 01-00180 | City of Yukon (BankOne)PW   | uniform cleaning,ren      | 9/2014 | Clean 50672814     | 41.02     |
| 15-58895          | 01-39550 | Paul Penley Oil Company, In | unleaded fuel             | 9/2014 | 0104071-IN         | 238.92    |
|                   |          |                             | diesel fuel               | 9/2014 | 0104071-IN         | 5,352.70  |
| 15-58385          | 01-41440 | ProStar Service-Oklahoma    | coffee service            | 9/2014 | 131582             | 93.38     |
| DEPARTMENT TOTAL: |          |                             |                           |        |                    | 11,157.62 |
| FUND TOTAL:       |          |                             |                           |        |                    | 11,157.62 |

FUND: 73 - Storm Water Enterprise

| P.O.#             | VENDOR # | NAME                       | DESCRIPTION          | DATE   | INVOICE       | AMOUNT |
|-------------------|----------|----------------------------|----------------------|--------|---------------|--------|
| DEPARTMENT: 401   |          | STORMWATER                 |                      |        |               |        |
| 15-59140          | 01-00123 | City of Yukon (BankOne)TEC | HP Care Pack         | 9/2014 | CDW-G PP74260 | 210.37 |
| 15-58402          | 01-00173 | City of Yukon (BankOne)SW  | Office supplies      | 8/2014 | Walmart 04612 | 5.97   |
|                   |          |                            | Office supplies      | 8/2014 | Walmart 01934 | 47.43  |
| 15-58910          | 01-00173 | City of Yukon (BankOne)SW  | Candy & supplies     | 9/2014 | Walmart 01830 | 91.44  |
| 15-59232          | 01-06377 | City of Oklahoma City      | Bodine-317 WillowPl  | 9/2014 | 170814        | 39.50  |
|                   |          |                            | Cunningham-674Hamlet | 9/2014 | 170814        | 39.50  |
|                   |          |                            | Fitzmorris-329KingsC | 9/2014 | 170814        | 39.50  |
|                   |          |                            | Dunlap-609 Victoria  | 9/2014 | 170814        | 79.00  |
| 15-58879          | 01-47660 | Shred-it Oklahoma          | Document destruction | 8/2014 | 9404128284    | 38.08  |
| DEPARTMENT TOTAL: |          |                            |                      |        |               | 590.79 |
| FUND TOTAL:       |          |                            |                      |        |               | 590.79 |

| P.O.#           | VENDOR # | NAME                      | DESCRIPTION          | DATE   | INVOICE            | AMOUNT     |
|-----------------|----------|---------------------------|----------------------|--------|--------------------|------------|
| DEPARTMENT: 120 |          | Emergency Mgmt Grants     |                      |        |                    |            |
| 15-59089        | 01-00125 | City of Yukon (BankOne)EM | Whistles Promo items | 9/2014 | PosPromo 18758895  | 479.27     |
| 15-59119        | 01-00125 | City of Yukon (BankOne)EM | Emergency Kit /Demo  | 9/2014 | SurvivSupp 9-22-14 | 60.94      |
|                 |          |                           |                      |        | DEPARTMENT TOTAL:  | 540.21     |
|                 |          |                           |                      |        | FUND TOTAL:        | 540.21     |
|                 |          |                           |                      |        | GRAND TOTAL:       | 706,836.07 |

## G / L R E C A P

| PERIOD | G/L | ACCOUNT      | NAME                           | AMOUNT     | TOTAL     |
|--------|-----|--------------|--------------------------------|------------|-----------|
| 6/2014 | 01  | 5101-344     | Audits                         | 300.00     |           |
| 6/2014 | 01  | 5101-366     | Emergencies                    | 409.29     | 709.29    |
| 6/2014 | 36  | 5501-601-150 | Contingency-Hotel/Motel Tax    | 1,493.75   | 1,493.75  |
| 7/2014 | 01  | 5101-354     | Assoc Memberships & Conf Reg   | 305.00     |           |
| 7/2014 | 01  | 5102-331     | Travel Expense                 | 2.00       |           |
| 7/2014 | 01  | 5106-321     | Air Conditioning and Heating S | 1,908.61   |           |
| 7/2014 | 01  | 5107-201     | Office Supplies                | 83.58      |           |
| 7/2014 | 01  | 5107-202     | Duplication/Computer Supplies  | 379.90     |           |
| 7/2014 | 01  | 5111-365     | Maintenance Agreements         | 3,880.00   |           |
| 7/2014 | 01  | 5118-207     | Chemicals                      | 92.48      | 6,651.57  |
| 7/2014 | 36  | 5501-408     | Cap. Improvements-Library      | 27.16      |           |
| 7/2014 | 36  | 5501-415     | Cap. Improvements-Recreation   | 10,058.00  |           |
| 7/2014 | 36  | 5501-419     | Cap. Improvements-Streets      | 15,056.57  | 25,141.73 |
| 7/2014 | 64  | 5123-381     | Special Events                 | 1,021.14   | 1,021.14  |
| 7/2014 | 70  | 5201-331     | Travel Expense                 | 0.60       | 0.60      |
| 8/2014 | 01  | 5102-331     | Travel Expense                 | 43.10      |           |
| 8/2014 | 01  | 5103-109     | Worker's Compensation          | 185,690.00 |           |
| 8/2014 | 01  | 5106-217     | Wearing Apparel                | 180.00     |           |
| 8/2014 | 01  | 5106-317     | Durable Tools                  | 3,420.00   |           |
| 8/2014 | 01  | 5106-384     | Coffee Service                 | 81.79      |           |
| 8/2014 | 01  | 5107-201     | Office Supplies                | 165.85     |           |
| 8/2014 | 01  | 5107-206     | Building Maintenance Supplies  | 1,240.52   |           |
| 8/2014 | 01  | 5108-217     | Wearing Apparel                | 59.21      |           |
| 8/2014 | 01  | 5108-218     | Protective Clothing/Safety Equ | 47.44      |           |
| 8/2014 | 01  | 5108-306     | Sidewalk Step Curb Gutter&Conc | 99.99      |           |
| 8/2014 | 01  | 5108-309     | Streets Alleys and Roadways    | 548.55     |           |
| 8/2014 | 01  | 5108-310     | Parking Areas                  | 456.00     |           |
| 8/2014 | 01  | 5108-320     | Signal Systems                 | 36.25      |           |
| 8/2014 | 01  | 5110-331     | Travel Expense                 | 32.60      |           |
| 8/2014 | 01  | 5111-369     | Technology Equip,Repair & Inst | 826.29     |           |
| 8/2014 | 01  | 5112-218     | Protective Clothing/Safety Equ | 191.24     |           |
| 8/2014 | 01  | 5112-328     | Document Destruction           | 47.60      |           |
| 8/2014 | 01  | 5114-217     | Wearing Apparel                | 29.43      |           |
| 8/2014 | 01  | 5114-302     | Buildings                      | 200.00     |           |
| 8/2014 | 01  | 5115-330     | Medical Expenses-Employees     | 70.00      |           |
| 8/2014 | 01  | 5115-345     | Advertising                    | 60.00      |           |
| 8/2014 | 01  | 5116-328     | Document Destruction           | 9.52       |           |
| 8/2014 | 01  | 5117-217     | Wearing Apparel                | 31.22      |           |

## G / L R E C A P

| PERIOD | G/L | ACCOUNT      | NAME                           | AMOUNT    | TOTAL      |
|--------|-----|--------------|--------------------------------|-----------|------------|
|        |     |              |                                |           | 193,566.60 |
| 8/2014 | 36  | 5501-401     | Cap. Improvements-Legislative  | 650.00    |            |
| 8/2014 | 36  | 5501-407     | Cap. Improvements-Comm. Devel. | 147.71    |            |
| 8/2014 | 36  | 5501-408     | Cap. Improvements-Library      | 2,147.07  |            |
| 8/2014 | 36  | 5501-412     | Cap. Improvements-Prop. Maint. | 7,425.00  |            |
| 8/2014 | 36  | 5501-419     | Cap. Improvements-Streets      | 35.74     |            |
| 8/2014 | 36  | 5501-423     | Cap. Improvements-Technology   | 333.81    |            |
| 8/2014 | 36  | 5501-469     | Cap. Improvements - UB         | 499.95    |            |
| 8/2014 | 36  | 5501-470     | Cap. Improvements-Water&Sewer  | 9,068.00  | 20,307.28  |
| 8/2014 | 64  | 5120-406     | Homeland Sec Grant #           | 9,000.00  |            |
| 8/2014 | 64  | 5123-381     | Special Events                 | 140.50-   |            |
| 8/2014 | 64  | 5146-424-101 | Children's Reading Trust       | 939.51    | 9,799.01   |
| 8/2014 | 70  | 5201-204     | Fuel, Oil and Lubricants       | 47.49     |            |
| 8/2014 | 70  | 5201-205     | Nondurable Supplies            | 320.00    |            |
| 8/2014 | 70  | 5201-217     | Wearing Apparel                | 39.97     |            |
| 8/2014 | 70  | 5201-312     | Water Lines                    | 360.00    |            |
| 8/2014 | 70  | 5201-318     | Motor Vehicles/Small Equip Par | 373.59    |            |
| 8/2014 | 70  | 5201-319     | Water Meter and Settings       | 330.00    |            |
| 8/2014 | 70  | 5201-331     | Travel Expense                 | 2.70      |            |
| 8/2014 | 70  | 5202-217     | Wearing Apparel                | 214.87    |            |
| 8/2014 | 70  | 5202-218     | Protective Clothing/Safety Equ | 200.00    |            |
| 8/2014 | 70  | 5203-348     | Consultant Fees                | 2,339.50  |            |
| 8/2014 | 70  | 5204-204     | Fuel, Oil and Lubricants       | 64.68     |            |
| 8/2014 | 70  | 5204-205     | Nondurable Supplies            | 2.49      |            |
| 8/2014 | 70  | 5204-206     | Building Maintenance Supplies  | 19.78     |            |
| 8/2014 | 70  | 5204-217     | Wearing Apparel                | 16.86     |            |
| 8/2014 | 70  | 5204-223     | Welding Supplies               | 104.00    |            |
| 8/2014 | 70  | 5204-318     | Motor Vehicles/Small Equip Par | 6,946.37  |            |
| 8/2014 | 70  | 5204-384     | Coffee Service                 | 30.91     | 11,413.21  |
| 8/2014 | 71  | 5301-217     | Wearing Apparel                | 41.03     |            |
| 8/2014 | 71  | 5301-318     | Motor Vehicles/Small Equip Par | 1,324.49  | 1,365.52   |
| 8/2014 | 73  | 5401-201     | Office Supplies                | 53.40     |            |
| 8/2014 | 73  | 5401-328     | Document Destruction           | 38.08     | 91.48      |
| 9/2014 | 01  | 5101-213     | Food Supplies                  | 183.95    |            |
| 9/2014 | 01  | 5101-344     | Audits                         | 8,000.00  |            |
| 9/2014 | 01  | 5101-345     | Advertising                    | 3,024.00  |            |
| 9/2014 | 01  | 5101-348     | Consultant Fees                | 10,402.68 |            |
| 9/2014 | 01  | 5101-354     | Assoc Memberships & Conf Reg   | 5,250.00  |            |
| 9/2014 | 01  | 5101-355     | Legal                          | 10,803.00 |            |
| 9/2014 | 01  | 5101-360     | Contributions and Memorials    | 162.50    |            |

## G / L R E C A P

| PERIOD | G/L | ACCOUNT  | NAME                           | AMOUNT    | TOTAL |
|--------|-----|----------|--------------------------------|-----------|-------|
| 9/2014 | 01  | 5101-366 | Emergencies                    | 100.00    |       |
| 9/2014 | 01  | 5102-201 | Office Supplies                | 54.95     |       |
| 9/2014 | 01  | 5102-316 | Furniture,Fixtures & Misc Furn | 132.96    |       |
| 9/2014 | 01  | 5102-331 | Travel Expense                 | 256.59    |       |
| 9/2014 | 01  | 5102-349 | Printing                       | 75.00     |       |
| 9/2014 | 01  | 5102-354 | Assoc Memberships & Conf Reg   | 199.00    |       |
| 9/2014 | 01  | 5102-384 | Coffee Service                 | 25.17     |       |
| 9/2014 | 01  | 5106-205 | Nondurable Supplies            | 479.50    |       |
| 9/2014 | 01  | 5106-211 | Training Supplies              | 39.90     |       |
| 9/2014 | 01  | 5106-217 | Wearing Apparel                | 3,099.59  |       |
| 9/2014 | 01  | 5106-220 | Medical Supplies               | 3,811.49  |       |
| 9/2014 | 01  | 5106-221 | Public Educational Supplies    | 800.23    |       |
| 9/2014 | 01  | 5106-302 | Buildings                      | 605.00    |       |
| 9/2014 | 01  | 5106-323 | Inspection Fees for Prop/Equip | 3,065.00  |       |
| 9/2014 | 01  | 5106-328 | Document Destruction           | 9.52      |       |
| 9/2014 | 01  | 5106-330 | Medical Expenses-Employees     | 800.00    |       |
| 9/2014 | 01  | 5106-356 | Training                       | 600.00    |       |
| 9/2014 | 01  | 5107-211 | Training Supplies              | 1,353.50  |       |
| 9/2014 | 01  | 5107-212 | Animal Food                    | 67.62     |       |
| 9/2014 | 01  | 5107-217 | Wearing Apparel                | 4,600.83  |       |
| 9/2014 | 01  | 5107-221 | Public Educational Supplies    | 450.40    |       |
| 9/2014 | 01  | 5107-224 | Meals/Supplies for Prisoners   | 101.04    |       |
| 9/2014 | 01  | 5107-317 | Durable Tools                  | 179.16    |       |
| 9/2014 | 01  | 5107-318 | Motor Vehicles/Small Equip Par | 14.99     |       |
| 9/2014 | 01  | 5107-328 | Document Destruction           | 19.04     |       |
| 9/2014 | 01  | 5107-330 | Medical Expenses-Employees     | 1,200.00  |       |
| 9/2014 | 01  | 5107-341 | Telephones, Teletype, Pagers,  | 350.00    |       |
| 9/2014 | 01  | 5108-205 | Nondurable Supplies            | 142.32    |       |
| 9/2014 | 01  | 5108-207 | Chemicals                      | 234.50    |       |
| 9/2014 | 01  | 5108-213 | Food Supplies                  | 272.54    |       |
| 9/2014 | 01  | 5108-217 | Wearing Apparel                | 1,099.17  |       |
| 9/2014 | 01  | 5108-218 | Protective Clothing/Safety Equ | 1,597.97  |       |
| 9/2014 | 01  | 5108-303 | Bridges and Culverts           | 1,725.00  |       |
| 9/2014 | 01  | 5108-310 | Parking Areas                  | 484.00    |       |
| 9/2014 | 01  | 5108-311 | Street Signs Traffic Lights an | 808.48    |       |
| 9/2014 | 01  | 5108-317 | Durable Tools                  | 59.99     |       |
| 9/2014 | 01  | 5108-320 | Signal Systems                 | 996.42    |       |
| 9/2014 | 01  | 5108-365 | Maintenance Agreements         | 775.00    |       |
| 9/2014 | 01  | 5108-381 | Special Events                 | 1,350.14  |       |
| 9/2014 | 01  | 5109-201 | Office Supplies                | 51.82     |       |
| 9/2014 | 01  | 5111-202 | Duplication/Computer Supplies  | 1,931.50  |       |
| 9/2014 | 01  | 5111-315 | Office Equipment               | 46.88     |       |
| 9/2014 | 01  | 5111-317 | Durable Tools                  | 50.84     |       |
| 9/2014 | 01  | 5111-341 | Telephone,Teletype,Internet Se | 933.88    |       |
| 9/2014 | 01  | 5111-365 | Maintenance Agreements         | 26,516.11 |       |

## G / L R E C A P

| PERIOD | G/L | ACCOUNT  | NAME                           | AMOUNT   | TOTAL      |
|--------|-----|----------|--------------------------------|----------|------------|
| 9/2014 | 01  | 5111-369 | Technology Equip,Repair & Inst | 536.04   |            |
| 9/2014 | 01  | 5111-384 | Coffee Service                 | 23.91    |            |
| 9/2014 | 01  | 5112-302 | Buildings                      | 8.97     |            |
| 9/2014 | 01  | 5112-349 | Printing                       | 293.40   |            |
| 9/2014 | 01  | 5112-354 | Assoc Memberships & Conf Reg   | 75.00    |            |
| 9/2014 | 01  | 5112-356 | Training                       | 741.00   |            |
| 9/2014 | 01  | 5112-377 | Licenses                       | 35.00    |            |
| 9/2014 | 01  | 5113-201 | Office Supplies                | 384.38   |            |
| 9/2014 | 01  | 5113-202 | Duplication/Computer Supplies  | 174.01   |            |
| 9/2014 | 01  | 5113-302 | Buildings                      | 203.78   |            |
| 9/2014 | 01  | 5113-331 | Travel Expense                 | 120.40   |            |
| 9/2014 | 01  | 5113-340 | Postage                        | 213.88   |            |
| 9/2014 | 01  | 5114-206 | Building Maintenance Supplies  | 3,013.01 |            |
| 9/2014 | 01  | 5114-217 | Wearing Apparel                | 1,136.09 |            |
| 9/2014 | 01  | 5114-218 | Protective Clothing/Safety Equ | 542.46   |            |
| 9/2014 | 01  | 5114-321 | Air Conditioning and Heating S | 2,170.13 |            |
| 9/2014 | 01  | 5114-350 | Electrical Power               | 1,744.26 |            |
| 9/2014 | 01  | 5114-351 | Natural Gas                    | 258.33   |            |
| 9/2014 | 01  | 5115-201 | Office Supplies                | 218.73   |            |
| 9/2014 | 01  | 5115-208 | Publications & Periodicals     | 127.00   |            |
| 9/2014 | 01  | 5115-226 | Meeting/Workshop/Event Supplye | 199.95   |            |
| 9/2014 | 01  | 5115-316 | Furniture,Fixtures & Misc Furn | 10.00    |            |
| 9/2014 | 01  | 5115-330 | Medical Expenses-Employees     | 786.00   |            |
| 9/2014 | 01  | 5115-331 | Travel Expense                 | 362.69   |            |
| 9/2014 | 01  | 5115-332 | Tuition Reimbursement          | 558.20   |            |
| 9/2014 | 01  | 5115-345 | Advertising                    | 30.00    |            |
| 9/2014 | 01  | 5115-347 | Special Services               | 801.50   |            |
| 9/2014 | 01  | 5115-354 | Assoc Memberships & Conf Reg   | 449.00   |            |
| 9/2014 | 01  | 5116-201 | Office Supplies                | 185.28   |            |
| 9/2014 | 01  | 5116-349 | Printing                       | 75.00    |            |
| 9/2014 | 01  | 5116-360 | Contributrions and Memorials   | 40.00    |            |
| 9/2014 | 01  | 5116-380 | Park & Rec Activities/Programs | 200.00   |            |
| 9/2014 | 01  | 5117-206 | Building Maintenance Supplies  | 298.95   |            |
| 9/2014 | 01  | 5117-210 | Landscaping Supplies           | 1,825.64 |            |
| 9/2014 | 01  | 5117-217 | Wearing Apparel                | 1,078.73 |            |
| 9/2014 | 01  | 5117-218 | Protective Clothing/Safety Equ | 1,389.10 |            |
| 9/2014 | 01  | 5117-313 | Recreational Structures-Parks  | 1,069.85 |            |
| 9/2014 | 01  | 5117-322 | Playground and Swimming Pool E | 312.52   |            |
| 9/2014 | 01  | 5118-213 | Food Supplies                  | 344.34   |            |
| 9/2014 | 01  | 5118-302 | Buildings                      | 610.53   |            |
| 9/2014 | 01  | 5118-316 | Furniture,Fixtures & Misc Furn | 379.96   |            |
| 9/2014 | 01  | 5118-331 | Travel Expense                 | 253.23   |            |
| 9/2014 | 01  | 5118-346 | Rentals and Leases             | 211.39   |            |
| 9/2014 | 01  | 5118-380 | Park & Rec Activities/Programs | 2,096.72 | 124,981.53 |
| 9/2014 | 36  | 5501-401 | Cap. Improvements-Legislative  | 925.00   |            |

## G / L R E C A P

| PERIOD | G/L | ACCOUNT      | NAME                           | AMOUNT    | TOTAL     |
|--------|-----|--------------|--------------------------------|-----------|-----------|
| 9/2014 | 36  | 5501-403     | Cap. Improvements-Park Maint   | 14,101.00 |           |
| 9/2014 | 36  | 5501-405     | Cap. Improvements-Fire         | 13,524.00 |           |
| 9/2014 | 36  | 5501-408     | Cap. Improvements-Library      | 4,410.95  |           |
| 9/2014 | 36  | 5501-412     | Cap. Improvements-Prop. Maint. | 16,652.97 |           |
| 9/2014 | 36  | 5501-419     | Cap. Improvements-Streets      | 8,537.46  |           |
| 9/2014 | 36  | 5501-423     | Cap. Improvements-Technology   | 30,926.24 |           |
| 9/2014 | 36  | 5501-436     | Cap Improvements-Econ.Devel.   | 232.75    |           |
| 9/2014 | 36  | 5501-469     | Cap. Improvements - UB         | 844.12    |           |
| 9/2014 | 36  | 5501-470     | Cap. Improvements-Water&Sewer  | 1,743.00  |           |
| 9/2014 | 36  | 5501-601-150 | Contingency-Hotel/Motel Tax    | 2,744.57  | 94,642.06 |
| 9/2014 | 64  | 5120-406     | Homeland Sec Grant #           | 1,281.77  |           |
| 9/2014 | 64  | 5123-381     | Special Events                 | 4,459.75  |           |
| 9/2014 | 64  | 5128-380-110 | Park Friends                   | 419.20    |           |
| 9/2014 | 64  | 5144-221     | State Aid Public Education     | 449.71    |           |
| 9/2014 | 64  | 5167-347-103 | Drug and Alcohol Fee           | 5,789.32  |           |
| 9/2014 | 64  | 5167-356     | Support of Org-PD Training     | 396.54    |           |
| 9/2014 | 64  | 5167-366     | Support of Org. - 911          | 101.99    | 12,898.28 |
| 9/2014 | 70  | 5201-204     | Fuel, Oil and Lubricants       | 1,351.67  |           |
| 9/2014 | 70  | 5201-205     | Nondurable Supplies            | 35.86     |           |
| 9/2014 | 70  | 5201-217     | Wearing Apparel                | 160.60    |           |
| 9/2014 | 70  | 5201-218     | Protective Clothing/Safety Equ | 1,148.90  |           |
| 9/2014 | 70  | 5201-302     | Buildings                      | 88.15     |           |
| 9/2014 | 70  | 5201-305     | Sanitary Sewers                | 5,237.21  |           |
| 9/2014 | 70  | 5201-306     | Sidewalks, Steps, Curbs, and G | 148.86    |           |
| 9/2014 | 70  | 5201-312     | Water Lines                    | 1,009.05  |           |
| 9/2014 | 70  | 5201-318     | Motor Vehicles/Small Equip Par | 274.15    |           |
| 9/2014 | 70  | 5201-319     | Water Meter and Settings       | 915.00    |           |
| 9/2014 | 70  | 5201-331     | Travel Expense                 | 11.90     |           |
| 9/2014 | 70  | 5201-346     | Rentals and Leases             | 250.00    |           |
| 9/2014 | 70  | 5201-362     | Judgments and Damages          | 75.00     |           |
| 9/2014 | 70  | 5202-201     | Office Supplies                | 61.96     |           |
| 9/2014 | 70  | 5202-202     | Duplication/Computer Supplies  | 36.99     |           |
| 9/2014 | 70  | 5202-204     | Fuel, Oil and Lubricants       | 361.90    |           |
| 9/2014 | 70  | 5202-217     | Wearing Apparel                | 182.37    |           |
| 9/2014 | 70  | 5202-218     | Protective Clothing/Safety Equ | 99.97     |           |
| 9/2014 | 70  | 5202-340     | Postage                        | 4,669.99  |           |
| 9/2014 | 70  | 5202-341     | Telephones Teletype Pagers Int | 5,463.13  |           |
| 9/2014 | 70  | 5202-365     | Maintenance Agreements         | 13,837.44 |           |
| 9/2014 | 70  | 5203-348     | Consultant Fees                | 1,815.00  |           |
| 9/2014 | 70  | 5203-352     | Water Usage                    | 82,307.22 |           |
| 9/2014 | 70  | 5204-204     | Fuel, Oil and Lubricants       | 15,263.77 |           |
| 9/2014 | 70  | 5204-205     | Nondurable Supplies            | 24.66     |           |
| 9/2014 | 70  | 5204-206     | Building Maintenance Supplies  | 121.36    |           |

## G / L R E C A P

| PERIOD  | G/L | ACCOUNT      | NAME                           | AMOUNT                | TOTAL      |
|---------|-----|--------------|--------------------------------|-----------------------|------------|
| 9/2014  | 70  | 5204-217     | Wearing Apparel                | 167.24                |            |
| 9/2014  | 70  | 5204-218     | Protective Clothing/Safety Equ | 449.00                |            |
| 9/2014  | 70  | 5204-302     | Buildings                      | 148.14                |            |
| 9/2014  | 70  | 5204-318     | Motor Vehicles/Small Equip Par | 3,757.82              |            |
| 9/2014  | 70  | 5204-384     | Coffee Service                 | 44.39                 | 139,518.70 |
| 9/2014  | 71  | 5301-204     | Fuel, Oil and Lubricants       | 5,940.48              |            |
| 9/2014  | 71  | 5301-217     | Wearing Apparel                | 164.39                |            |
| 9/2014  | 71  | 5301-218     | Protective Clothing/Safety Equ | 118.08                |            |
| 9/2014  | 71  | 5301-223     | Welding Supplies               | 171.85                |            |
| 9/2014  | 71  | 5301-302     | Buildings                      | 160.56                |            |
| 9/2014  | 71  | 5301-316     | Furniture Fixtures and Misc Fu | 726.00                |            |
| 9/2014  | 71  | 5301-318     | Motor Vehicles/Small Equip Par | 521.87                |            |
| 9/2014  | 71  | 5301-327     | Cart and Dumpster Repair       | 96.49                 |            |
| 9/2014  | 71  | 5301-341     | Telephones, Internet Service   | 346.00                |            |
| 9/2014  | 71  | 5301-349     | Printing                       | 1,298.00              |            |
| 9/2014  | 71  | 5301-354     | Assoc Memberships & Conf Reg   | 155.00                |            |
| 9/2014  | 71  | 5301-384     | Coffee Service                 | 93.38                 | 9,792.10   |
| 9/2014  | 73  | 5401-221     | Public Educational Supplies    | 91.44                 |            |
| 9/2014  | 73  | 5401-347     | Special Services               | 197.50                |            |
| 9/2014  | 73  | 5401-365     | Maintenance Agreements         | 210.37                | 499.31     |
| 9/2014  | 74  | 5120-366     | Contingency                    | 540.21                | 540.21     |
| 10/2014 | 01  | 5101-503     | Support of Organizations       | 1,500.00              |            |
| 10/2014 | 01  | 5108-218     | Protective Clothing/Safety Equ | 134.25                |            |
| 10/2014 | 01  | 5111-365     | Maintenance Agreements         | 551.25                |            |
| 10/2014 | 01  | 5113-331     | Travel Expense                 | 67.20                 |            |
| 10/2014 | 01  | 5118-377     | Licenses                       | 100.00                | 2,352.70   |
| 10/2014 | 36  | 5501-601     | Contingency                    | 50,000.00             | 50,000.00  |
| 11/2014 | 01  | 5116-381-103 | Fest & Events-Fall Craft Fair  | 50.00                 | 50.00      |
|         |     |              |                                | GRAND TOTAL ESTIMATE: | 0.00       |
|         |     |              |                                | GRAND TOTAL ACTUAL:   | 706,836.07 |
|         |     |              |                                | REPORT TOTAL:         | 706,836.07 |

## Technology Item Listing - October 7, 2014

| Item # | Description                            | Model        | Serial Number | Department |
|--------|--|--------------|---------------|------------|
| 100202 | Motorola ML910 Toughbooks              | ML910        | 3433JL0437    | tech       |
| 100203 | Motorola ML910 Toughbooks              | ML910        | 3433JL0526    | tech       |
| 100523 | HP Compaq 6000 Pro Microtower          | 6000 Pro     | MXL0291QGL    | tech       |
|        | LG Network 3D Blu-Ray Disc/DVD player  | BP620        | 2121NMF112867 | tech       |
| 100608 | HP Compaq 6000 Pro Microtower          | 6000 Pro     | MXL11110GK    | tech       |
| 100503 | HP Compaq 6000 Pro Microtower          | 6000 Pro     | MXL0250G9Y    | tech       |
| 100524 | HP Compaq 6000 Pro Microtower          | 6000 Pro     | MXL0291QKX    | tech       |
|        | iPhone 4 Black 8GB                     |              |               | tech       |
|        | 8' Pool Table                          | NA           | NA            | YCC        |
|        | Office Desk                            | NA           | NA            | YCC        |
| 100771 | Microte 18" RFT Monitor                | C893         | NA            | tech       |
| 100240 | Dell LCD Monitor                       | LCD          | NA            | tech       |
| 100234 | Dell LCD Monitor                       | NA           | NA            | tech       |
| 100114 | Dell LCD Monitor                       | NA           | NA            | tech       |
| 101101 | Dell Precision T3400                   | T3400        | NA            | tech       |
| 101090 | Dell Precision T3400                   | T3400        | NA            | tech       |
| 101088 | Dell Precision T3400                   | T3400        | NA            | tech       |
| 101053 | Dell Precision T3400                   | T3400        | NA            | tech       |
|        | Maroon Office Chair                    | 7079720      | NA            | JCG        |
|        | Blue Office Chair                      | SV 5         | NA            | JCG        |
|        | Blue Office Chair                      | SV 5         | NA            | JCG        |
| 100477 | HP Color LaserJet CM2320nf MFP printer | CM2320nf MFP | CNF9BDQXSV    | tech       |
| 100179 | HP Color LaserJet CM2320nf MFP printer | CM2320nf MFP | CNB985V84N    | tech       |
| 100572 | HP Color LaserJet CM2320nf MFP printer | CM2320nf MFP | CNF9B87TD7    | tech       |

| Item # | Description                                    | Model              | Serial Number             | Department |
|--------|--|--------------------|---------------------------|------------|
|        | HP DeskJet 842C printer                        | 842C               | NA                        | tech       |
|        | Cisco AIR-BR1410A-A-K9 with power injector     | AIR-BR1410A-A-K9-N | NA                        | tech       |
|        | Cisco AIR-BR1410A-A-K9 with power injector     | AIR-BR1410A-A-K9-N | NA                        | tech       |
| 101253 | Cisco AIR-BR1410A-A-K9 with power injector     | AIR-BR1410A-A-K9-N | NA                        | tech       |
| 101254 | Cisco AIR-BR1410A-A-K9 with power injector     | AIR-BR1410A-A-K9-N | NA                        | tech       |
|        | Box of 12 Epson ERC-31 Black Ribbon Cartridges | ERC-31             | NA                        | tech       |
|        | Cisco AIR-BR1410A-A-K9 with power injector     | AIR-BR1410A-A-K9-N | NA                        | tech       |
| 100747 | Dell PowerEdge 1900                            | 1900/ECM01         | CN-0GM098-71010-779-0599  | tech       |
| 100424 | Granite XP v2                                  | XP                 | WS500573                  | tech       |
| 100881 | Dell PowerEdge 1950                            | 1950/ EMU01        | na                        | tech       |
|        | Canon PowerShot Digital Camera                 | S3 IS              | NA                        | tech       |
|        | Sony Cyber-Shot Digital Camera                 | DSC-S50            | na                        | tech       |
| 101123 | APC Smart UPS 2200XL                           | 2200XL             | R11050130002              | tech       |
| 100132 | Cisco Media Convergence Server 7800            | MS7800             | MX283300YS                | tech       |
| 100130 | Cisco Media Convergence Server 7800            | 7800 Series        | MX283300YC                | tech       |
| 100483 | HP Proliant DL320 G5p                          | DL320              | USE829N2A8                | tech       |
|        | Dell PowerVault 114T                           | 114T               | JX0730BBB00126            | tech       |
| 100604 | HP Compaq 6000 Pro Microtower                  | 6000 Pro           | MXL11110GY                | tech       |
| 100532 | HP Compaq 6000 Pro Microtower                  | 6000 Pro           | MXL02705MK                | tech       |
| 101143 | HP Compaq 6000 Pro Microtower                  | 6000 Pro           | MXL11110FY                | tech       |
| 100516 | HP Compaq 6000 Pro Microtower                  | 6000 Pro           | MXL02928W2                | tech       |
| 101162 | HP Compaq 6000 Pro Microtower                  | 6000 Pro           | MXL11110GM                | tech       |
| 100489 | HP Compaq 6000 Pro Microtower                  | 6000 Pro           | MXL0250GBB                | tech       |
| 100236 | Dell 22" Monitor                               | 2208WFPT           | CN-0H069*H-72872-8CT-1FJI | tech       |
|        | Gamber-Johnson docking station                 | ML910              | 22008AZO001               | tech       |
|        | Kustom Signal Digital Eyewitness system        | NA                 | IN02163                   | tech       |



# Oklahoma Municipal Assurance Group

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

September 18, 2014

Ms. Kasey Griffin  
9717 NW 10<sup>th</sup> #78  
Oklahoma City, OK 73127

|              |   |               |
|--------------|---|---------------|
| RE: Member   | : | City of Yukon |
| Claimant     | : | Kasey Griffin |
| Date of Loss | : | 08/19/14      |
| Claim No.    | : | 139270-TW     |

Dear Ms. Griffin:

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

Sincerely,

Tiara Wallace  
Claims Examiner

cc: City of Yukon ✓



# Oklahoma Municipal Assurance Group

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

September 18, 2014

Ms. Sara Hancock  
City of Yukon  
PO Box 850500  
Yukon, OK 73085-0500

Re: Member : City of Yukon  
Claimant : Kasey Griffin  
Date of Loss : 08/19/14  
Claim No. : 139270-TW

Dear Ms. Hancock:

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

Under the Governmental Tort Claims Act, 51 Okla. Sec 157(A), this claim will be deemed denied ninety (90) days after it was received by City of Yukon or on 11-17-14. 51 Okla. Stat. Sec 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 11-17-14 we suggest you docket this claim for denial at the next meeting of your municipal governing body. **For the 180-day period to start running, the claimant must be notified in writing at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of the claim by certified mail.

Please advise us as soon as possible of any official action taken by the municipal governing body on denial of this claim.

Sincerely,

Tiara Wallace  
Claims Examiner

Enclosure

**NOTICE OF TORT CLAIM**

**OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN**

**A. CLAIMANT REPORT**

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

**PLEASE PRINT OR TYPE AND SIGN**

**IMPORTANCE NOTICE:** The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may apply (See Oklahoma Statutes Title 51, Section 151-172).

CLAIMANT(S) Hasey Griffin CLAIMANT(S) SOCIAL SECURITY NO. \_\_\_\_\_  
ADDRESS 9717 NW 10th #78 CLAIMANT(S) DATE OF BIRTH 06-11-1988  
Oklahoma City, OK 73127 PHONE: HOME (405) 628-7097 BUS. ( ) \_\_\_\_\_

Continue on another sheet if needed

- DATE AND TIME OF INCIDENT 08-19-2014 11:39 a.m. ( ) p.m. for any information requested)
- LOCATION OF INCIDENT Vandalia + Garth Brooks Blvd
- DESCRIBE INCIDENT City truck hit bump upon hitting bump debris (metal) came from back of truck onto road. Metal rod thrown from back of truck going into the sidewall of my back drivers side tire.
- LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

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

Describe injury \_\_\_\_\_

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES  NO  If so, please give name, address and phone number of company \_\_\_\_\_

NAME OF DOCTOR OR HOSPITAL \_\_\_\_\_

ALL MEDICAL BILLS (attach Copies) \$ \_\_\_\_\_

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

**TOTAL BODILY INJURY** . . . . . \$ \_\_\_\_\_

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

VEHICLE NAME Ford BODY TYPE Freestyle YEAR 2006

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

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS \_\_\_\_\_

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 110.75

LIST OTHER DAMAGES CLAIMED \$ 0

**TOTAL PROPERTY** . . . . . \$ 110.75

| 5. NAME OF YOUR INSURANCE CO. | POLICY NO. | AMOUNT CLAIMED | AMOUNT RECEIVED |
|-------------------------------|------------|----------------|-----------------|
| _____                         | _____      | _____          | _____           |

6. The names of any witnesses known to you.

|                      |                                       |                 |
|----------------------|---------------------------------------|-----------------|
| <u>James Griffin</u> | <u>9717 NW 10th #78 OKC, OK 73127</u> | <u>589 1297</u> |
| Name                 | Address                               | Phone Number    |
| _____                | _____                                 | _____           |
| Name                 | Address                               | Phone Number    |

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

**TOTAL CLAIM** . . . . . \$ 110.75

Hasey Griffin SIGNATURE(S) 08/19/2014 DATE

**B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM**

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Oklahoma City call 525-6624

This Notice of Tort Claim was received by Doug Shields  
(Title) City Clerk, on 8/19, 2014

For further information on this claim contact Sara Hancock  
(Title) Deputy City Clerk, by telephone at (~~350~~) 405 350-3919

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

- \* Big O Tires - Invoice
- \* 3 pictures

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

|    | <u>Name</u> | <u>Title/Position</u> | <u>Telephone</u> |
|----|-------------|-----------------------|------------------|
| 1. | _____       | _____                 | _____            |
| 2. | _____       | _____                 | _____            |
| 3. | _____       | _____                 | _____            |
| 4. | _____       | _____                 | _____            |

Submitted by: Sara Hancock Date August 19, 2014

Title: Deputy City Clerk

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

OMAG Claims Dept.  
4130 N. Lincoln Blvd  
Oklahoma City, OK 73105-5209  
Fax (405) 525-0009

**INVOICE**

**BIG O TIRES #36034**  
 1100 W VANDAMENT AVE  
 YUKON, OK 73099  
 (405) 354-6968



Visit us on the web at: [www.bigotires.com](http://www.bigotires.com)

Invoice No: 036034-60885 Page 1  
 Order No: 64553  
 Date: 08/19/2014 Time: 11:47 AM  
 Started by: DAVID GREENWOOD  
 Invoiced by: DAVID GREENWOOD

**Vehicle Information** Year: 2006 Make: FORD  
 Model: FREESTYLE Color:  
 License: 621BXB (OK) Odometer: 119,749  
 Engine: V6-182 3.0L DOHC VIN: 1FMZK01196GA39027  
 Unit: Driver:  
 Tire Pressure Front: 32 Rear: 32 Torque: 100

Cust.: KASEY GRIFFIN Cust. No.: 6034-242399  
 Address: 9717 NW 10TH LOT 78  
 City, State, Zip: OKLAHOMA CITY, OK 73127  
 Home: Work: Cell:

Bill To: Same

Customer Instructions Save Old Parts? No

| Part No.     | Description                             | Technician | Qty  | Unit Price | Total Price |
|--------------|---|------------|------|------------|-------------|
| SUM STT97    | 215/65R17 99T SUMITOMO TOURING LS-T BLK | ZS         | 1.00 | 84.99      | 84.99       |
|              | Tire Serial #: V4LF3MUR2111             |            |      |            |             |
|              | Minimum Mileage Warranty: MFG65         |            |      |            |             |
| LAB TIP      | TIRE INSTALLATION PACKAGE               | ZS         | 1.00 | 14.99      | 14.99       |
|              | STANDARD 6 YEAR WORKMANSHIP &           | ZS         | 0.00 | 0.00       | 0.00        |
|              | MATERIALS DEFECTS WARRANTY              | ZS         | 0.00 | 0.00       | 0.00        |
|              | INCL. LIFETIME SERVICE POLICY           | ZS         | 0.00 | 0.00       | 0.00        |
|              | ** FREE BALANCING**                     | ZS         | 0.00 | 0.00       | 0.00        |
|              | ** FREE ROTATIONS**                     | ZS         | 0.00 | 0.00       | 0.00        |
|              | ** FREE FLAT REPAIRS**                  | ZS         | 0.00 | 0.00       | 0.00        |
|              | CUSTOMERS RESPONSIBILTY TO              | ZS         | 0.00 | 0.00       | 0.00        |
|              | HAVE LUG NUTS RETORQUED AFTER           | ZS         | 0.00 | 0.00       | 0.00        |
|              | 50 MILES                                | ZS         | 0.00 | 0.00       | 0.00        |
| FEE FEESHOPT | SHOP SUPPLIES - TIRES                   | ZS         | 1.00 | 0.75       | 0.75        |
| FEE TIRTX    | OKLAHOMA STATE TIRE DISPOSAL FEE        | ZS         | 1.00 | 2.50       | 2.50        |

\*\*\* Technicians who Performed Services on Invoice \*\*\*

[ZS] ZACHARY SMITH

**Invoice Summary**

| Payment                    |          | Invoice Totals |               |
|----------------------------|----------|----------------|---------------|
| Type                       | Amount   |                |               |
| MC ****3775 Auth<br>H25898 | \$110.75 | Parts          | 84.99         |
|                            |          | FET            | 0.00          |
|                            |          | Core Chg       | 0.00          |
|                            |          | Labor          | 14.99         |
|                            |          | Waste Disposal | 3.25          |
|                            |          | Shop Supplies  | 0.00          |
|                            |          | Sales Tax      | 7.52          |
|                            |          | <b>Total:</b>  | <b>110.75</b> |

I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with the cardholders agreement with the issuer. There are no cancellations allowed.

Customer  
Signature

RE: Kasey Griffin tort claim filed 8/19/2014

Ms. Griffin entered my office around noon and stated that metal debris had fallen from a City of Yukon pickup traveling in front of her vehicle. The location was in the southbound lanes of Garth Brooks Blvd., a short distance north of Vandament Avenue. Ms. Griffin stated that it was in front of Walgreens, and that the pickup had an identifier number on it, the last 3 digits of which she stated to be 389.

A piece of the metal debris punctured one of the tires on Ms. Griffin's vehicle, damaging the tire beyond repair. Ms. Griffin was able to purchase and have installed a replacement tire, at a cost of \$110.75, and her claim asks the City to reimburse her that amount.

The City of Yukon uses identifier numbers on vehicles that are typically the last 4 digits of the VIN of the vehicle. The City fleet has no vehicle of any type with a VIN ending in 389. There is a pickup belonging to the Parks & Recreation Department that has a VIN ending in 589, but I was advised by Jason Beal, Special Events Supervisor, that this vehicle was not used for hauling of any type on the 19<sup>th</sup>, and was parked at 11:40am, the time of the claim.

The Public Works Department has several pickups, but I was told by Teresa Stover, Public Works Office Coordinator, that none of them were used on August 19 for hauling any load that would contain the type of metal debris that Ms. Griffin described. Park Maintenance has 2 pickups, but I was advised by Jeff Deckard, Supervisor, that neither of them hauled any metal on the 19<sup>th</sup>.

Additionally, Ms. Griffin stated that there remained several pieces of debris scattered over the road, after she left the scene. I personally drove the road where Ms. Griffin said her tire was punctured at approximately 2:00pm, and I did not observe any debris of any kind on the road north of Vandament. While Ms. Griffin was in my office filling out her tort claim form, I emailed Public Works at 12:07pm asking them to go to the location and clean up anything that was on the roadway. Upon observing that the road was free of any debris, I contacted Public Works and asked if they had cleaned the road, and was told they had not picked anything up from the road at that location during the entire day.

Please feel free to contact me if you have any questions or need any additional information.

Doug Shivers  
City Clerk

## Doug Shivers

---

**From:** Teresa Stover  
**Sent:** Tuesday, August 19, 2014 2:24 PM  
**To:** Doug Shivers  
**Subject:** RE: Debris in roadway

No sir, Jerry said no one picked up any debris

**Teresa Stover**  
Public Works Ofc Coord  
City of Yukon, Oklahoma  
P.O. Box 850500  
Yukon, Oklahoma 73085  
T: 405.350.8940  
F: 405.350.8944  
[www.cityofyukonok.gov](http://www.cityofyukonok.gov)



CONFIDENTIAL INFORMATION: This electronic message and any attachments are confidential and intended solely for the use of the person to whom it was addressed. Any other interception, copying, accessing, or disclosure of this message without the express authorization of the addressee is prohibited. The sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please notify the City of Yukon at (405) 354-1895 or by e-mailing us at [techsupport@cityofyukonok.gov](mailto:techsupport@cityofyukonok.gov) and purge the message you received

---

**From:** Doug Shivers  
**Sent:** Tuesday, August 19, 2014 2:08 PM  
**To:** Teresa Stover  
**Subject:** RE: Debris in roadway

Teresa, did any of our guys clean up anything in the street at this location? I just drove by and I didn't see any debris in the roadway. So now I'm curious about her statement that a bunch of stuff fell off of a truck. If you guys cleaned it up, please let me know –

Thanks

Doug Shivers  
City Clerk  
City of Yukon, Oklahoma  
P.O. Box 850500  
Yukon, Oklahoma 73085  
T: 405.354.1895  
F: 405.350.7676  
[www.cityofyukonok.gov](http://www.cityofyukonok.gov)



CONFIDENTIAL INFORMATION: This electronic message and any attachments are confidential and intended solely for the use of the person to whom it was addressed. Any other interception, copying, accessing, or disclosure of this message without the express authorization of the addressee is prohibited. The sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please notify the City of Yukon at (405) 354-1895 or by e-mailing us at [techsupport@cityofyukonok.gov](mailto:techsupport@cityofyukonok.gov) and purge the message you received.

---

**From:** Teresa Stover  
**Sent:** Tuesday, August 19, 2014 12:53 PM  
**To:** Doug Shivers; Arnold Adams  
**Subject:** RE: Debris in roadway

It could've been a truck from I-40, if she was behind it she would've seen the department because that is on the tailgate. I've contacted Jerry Wavada and Bill Stover and neither of those departments were hauling anything of that nature. Sorry couldn't be more help

Thanks

**Teresa Stover**  
Public Works Ofc Coord  
City of Yukon, Oklahoma  
P.O. Box 850500  
Yukon, Oklahoma 73085  
T: 405.350.8940  
F: 405.350.8944  
[www.cityofyukonok.gov](http://www.cityofyukonok.gov)



CONFIDENTIAL INFORMATION: This electronic message and any attachments are confidential and intended solely for the use of the person to whom it was addressed. Any other interception, copying, accessing, or disclosure of this message without the express authorization of the addressee is prohibited. The sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please notify the City of Yukon at (405) 354-1895 or by e-mailing us at [techsupport@cityofyukonok.gov](mailto:techsupport@cityofyukonok.gov) and purge the message you received

---

**From:** Doug Shivers  
**Sent:** Tuesday, August 19, 2014 12:08 PM  
**To:** Arnold Adams; Teresa Stover  
**Subject:** FW: Debris in roadway

Vehicle number last 3 digits are reported to be 389

**Doug Shivers**  
City Clerk  
City of Yukon, Oklahoma  
P.O. Box 850500  
Yukon, Oklahoma 73085  
T: 405.354.1895  
F: 405.350.7676  
[www.cityofyukonok.gov](http://www.cityofyukonok.gov)



CONFIDENTIAL INFORMATION: This electronic message and any attachments are confidential and intended solely for the use of the person to whom it was addressed. Any other interception, copying, accessing, or disclosure of this message without the express authorization of the addressee is prohibited. The sender takes no responsibility for any unauthorized

reliance on this message. If you have received this message in error, please notify the City of Yukon at (405) 354-1895 or by e-mailing us at [techsupport@cityofyukonok.gov](mailto:techsupport@cityofyukonok.gov) and purge the message you received.

---

**From:** Doug Shivers  
**Sent:** Tuesday, August 19, 2014 12:07 PM  
**To:** Arnold Adams; Teresa Stover  
**Subject:** Debris in roadway

There's a lady in my office filling out a tort claim form right now – she said she was behind a City pickup headed southbound on Garth Brooks, in front of the Walgreens, and a bunch of metal pieces fell off the truck. One of them ruined her tire, which she had replaced at Big O. She believes there may still be debris in the road at that location, can you guys take a look please?

**Doug Shivers**  
City Clerk  
City of Yukon, Oklahoma  
P.O. Box 850500  
Yukon, Oklahoma 73085  
T: 405.354.1895  
F: 405.350.7676  
[www.cityofyukonok.gov](http://www.cityofyukonok.gov)



CONFIDENTIAL INFORMATION: This electronic message and any attachments are confidential and intended solely for the use of the person to whom it was addressed. Any other interception, copying, accessing, or disclosure of this message without the express authorization of the addressee is prohibited. The sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please notify the City of Yukon at (405) 354-1895 or by e-mailing us at [techsupport@cityofyukonok.gov](mailto:techsupport@cityofyukonok.gov) and purge the message you received.

## Doug Shivers

---

**From:** Claudia Yager  
**Sent:** Tuesday, August 19, 2014 3:04 PM  
**To:** Doug Shivers  
**Cc:** Jan Scott  
**Subject:** FW: Tort Claim re: debris falling from City of Yukon pickup

Doug –

Please see email below.

---

**From:** Jeff Deckard  
**Sent:** Tuesday, August 19, 2014 3:00 PM  
**To:** Claudia Yager  
**Subject:** RE: Tort Claim re: debris falling from City of Yukon pickup

Blessed afternoon Claudia,

The only two 2012 Ford pickups we have are:

1. Bryan's\_9943
2. Gary's\_9942

There was no one hauling any metal today.  
Any time we have hauled metal to the transfer station, we haul it on a trailer and lay a tarp on it and strap it down.

Thank you if you need anything else please let me know.  
jeff

---

**From:** Claudia Yager  
**Sent:** Tuesday, August 19, 2014 2:47 PM  
**To:** Jeff Deckard  
**Cc:** Jan Scott  
**Subject:** FW: Tort Claim re: debris falling from City of Yukon pickup

Jeff –

Please see email below – is this one of our trucks?

---

**From:** Doug Shivers  
**Sent:** Tuesday, August 19, 2014 2:45 PM  
**To:** Jan Scott; Claudia Yager  
**Cc:** Sara Hancock  
**Subject:** Tort Claim re: debris falling from City of Yukon pickup

Around noon today, a woman came into my office to file a claim for a ruined tire. She stated that she was southbound on Garth Brooks nearing Vandament, when several pieces of metal debris fell off the pickup directly in front of her. One of these metal pieces punctured and ruined her tire. Her story is that it was a City of Yukon pickup with the last 3 digits of an identifier number of 389 on the back.

As you probably know, those numbers are part of the VIN for each vehicle. However, we do not show any vehicle with a VIN ending in 389. We do have one vehicle, a truck that insurance records indicate is issued to Parks & Rec, with the number ending in 589. This is a 2012 Ford F-250. My first question is, can you confirm that this vehicle has the identifier number on the rear of the vehicle? My second question is, do either of you know if that truck would have been hauling metal debris in the bed, traveling southbound on Garth Brooks (close to Walgreen's), at approximately 11:40 this morning?

**Doug Shivers**  
City Clerk  
City of Yukon, Oklahoma  
P.O. Box 850500  
Yukon, Oklahoma 73085  
T: 405.354.1895  
F: 405.350.7676  
[www.cityofyukonok.gov](http://www.cityofyukonok.gov)



CONFIDENTIAL INFORMATION: This electronic message and any attachments are confidential and intended solely for the use of the person to whom it was addressed. Any other interception, copying, accessing, or disclosure of this message without the express authorization of the addressee is prohibited. The sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please notify the City of Yukon at (405) 354-1895 or by e-mailing us at [techsupport@cityofyukonok.gov](mailto:techsupport@cityofyukonok.gov) and purge the message you received.

## Doug Shivers

---

**From:** Jan Scott  
**Sent:** Tuesday, August 19, 2014 4:37 PM  
**To:** Doug Shivers  
**Cc:** Claudia Yager  
**Subject:** FW: Tort Claim re: debris falling from City of Yukon pickup

---

**From:** Jason Beal  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Jan Scott  
**Subject:** RE: Tort Claim re: debris falling from City of Yukon pickup

The F250 is #2589, but we weren't hauling anything today and at 11:40 I was at lunch. Before 10 AM Seth and I went to Hobby Lobby, otherwise it was not in that area.

Thanks,

**Jason Beal**  
Special Events Supervisor  
City of Yukon, Oklahoma  
P.O. Box 850500  
Yukon, Oklahoma 73085  
T: 405.350.8937  
F: 405.350.7677  
C: 405.250.5744  
[www.cityofyukonok.gov](http://www.cityofyukonok.gov)



CONFIDENTIAL INFORMATION: This electronic message and any attachments are confidential and intended solely for the use of the person to whom it was addressed. Any other interception, copying, accessing, or disclosure of this message without the express authorization of the addressee is prohibited. The sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please notify the City of Yukon at (405) 354-1895 or by e-mailing us at [techsupport@cityofyukonok.gov](mailto:techsupport@cityofyukonok.gov) and purge the message you received.

---

**From:** Jan Scott  
**Sent:** Tuesday, August 19, 2014 4:09 PM

**To:** Jason Beal  
**Subject:** FW: Tort Claim re: debris falling from City of Yukon pickup

This could not be you?

---

**From:** Claudia Yager  
**Sent:** Tuesday, August 19, 2014 3:04 PM  
**To:** Doug Shivers  
**Cc:** Jan Scott  
**Subject:** FW: Tort Claim re: debris falling from City of Yukon pickup

Doug –

Please see email below.

---

**From:** Jeff Deckard  
**Sent:** Tuesday, August 19, 2014 3:00 PM  
**To:** Claudia Yager  
**Subject:** RE: Tort Claim re: debris falling from City of Yukon pickup

Blessed afternoon Claudia,

The only two 2012 Ford pickups we have are:

1. Bryan's\_9943
2. Gary's\_9942

There was no one hauling any metal today.  
Any time we have hauled metal to the transfer station, we haul it on a trailer and lay a tarp on it and strap it down.

Thank you if you need anything else please let me know.  
jeff

---

**From:** Claudia Yager  
**Sent:** Tuesday, August 19, 2014 2:47 PM  
**To:** Jeff Deckard  
**Cc:** Jan Scott  
**Subject:** FW: Tort Claim re: debris falling from City of Yukon pickup

Jeff –

Please see email below – is this one of our trucks?

---

**From:** Doug Shivers  
**Sent:** Tuesday, August 19, 2014 2:45 PM  
**To:** Jan Scott; Claudia Yager  
**Cc:** Sara Hancock  
**Subject:** Tort Claim re: debris falling from City of Yukon pickup

Around noon today, a woman came into my office to file a claim for a ruined tire. She stated that she was southbound on Garth Brooks nearing Vandament, when several pieces of metal debris fell off the pickup directly in front of her. One of these metal pieces punctured and ruined her tire. Her story is that it was a City of Yukon pickup with the last 3 digits of an identifier number of 389 on the back.

As you probably know, those numbers are part of the VIN for each vehicle. However, we do not show any vehicle with a VIN ending in 389. We do have one vehicle, a truck that insurance records indicate is issued to Parks & Rec, with the number ending in 589. This is a 2012 Ford F-250. My first question is, can you confirm that this vehicle has the identifier number on the rear of the vehicle? My second question is, do either of you know if that truck would have been hauling metal debris in the bed, traveling southbound on Garth Brooks (close to Walgreen's), at approximately 11:40 this morning?

**Doug Shivers**  
City Clerk  
City of Yukon, Oklahoma  
P.O. Box 850500  
Yukon, Oklahoma 73085  
T: 405.354.1895  
F: 405.350.7676  
[www.cityofyukonok.gov](http://www.cityofyukonok.gov)



CONFIDENTIAL INFORMATION: This electronic message and any attachments are confidential and intended solely for the use of the person to whom it was addressed. Any other interception, copying, accessing, or disclosure of this message without the express authorization of the addressee is prohibited. The sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please notify the City of Yukon at (405) 354-1895 or by e-mailing us at [techsupport@cityofyukonok.gov](mailto:techsupport@cityofyukonok.gov) and purge the message you received.



## Oklahoma Municipal Assurance Group

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

August 21, 2014

Kasey Griffin  
9717 NW 10<sup>th</sup>, #78  
Oklahoma City, OK 73127

Re: Member : City of Yukon  
Claimant : Kasey Griffin  
Date of Loss : August 19, 2014  
Claim Number : 139270-TW

Dear Ms. Griffin,

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

Tiara Wallace  
Claims Examiner

TW/as

cc: City of Yukon

**FAX MESSAGE  
FROM  
OMAG  
Oklahoma Municipal Assurance Group  
3650 S. BOULEVARD, EDMOND, OK 73013-5581**

PAGE 1 OF 2

Bus: (405) 657-1400

Fax: (405) 657-1401

---

DATE: 8/21/14

FAX: 405-354-4357

TO: City of Yukon

ATTN: Doug Shivers & Sara Hancock

FROM: OMAG Claims Department

RE: Acknowledgement Letter

---

**NOTES/COMMENTS:**

If you have any questions or additional information, please contact the Adjuster indicated in the letter.

Thank you!

**\*\*\*Please note our new address as well as our new phone and fax numbers\*\*\***

# 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  | 2014 |
| Larry Taylor      | Ward 2  | 2014 |
| Ed Hatley         | Ward AL | 2015 |
| Bill Baker        | Ward 3  | 2016 |
| Roger Davis       | Ward 4  | 2016 |

## Board of Adjustment/Board of Appeal

|                 |         |      |
|-----------------|---------|------|
| Sherry Huston   | Ward 1  | 2014 |
| Rena Holland    | Ward 2  | 2014 |
| Buddy Carpenter | Ward AL | 2015 |
| Joe Horn        | Ward 3  | 2016 |
| Russ Kline      | Ward 4  | 2016 |

## Park Board

|              |         |      |
|--------------|---------|------|
| Joe Edwards  | Ward 1  | 2014 |
| Nick Grba    | Ward 2  | 2014 |
| Dayton Betts | Ward AL | 2015 |
| Cathy Wright | Ward 3  | 2016 |
| Joe Baumann  | Ward 4  | 2016 |

## Library Board

|                   |          |      |
|-------------------|----------|------|
| Charlotte Novak*  |          |      |
| Beth Ridle*       |          |      |
| Lee Wells         | Ward 2/1 | 2014 |
| Joyce Roman       | Ward 2   | 2014 |
| Ginger LaCroix    | Ward AL  | 2015 |
| Jeanne Riggs      | Ward 3   | 2016 |
| Margaret Albrecht | Ward 4   | 2016 |

## Traffic Commission

|                    |         |      |
|--------------------|---------|------|
| Charles Lee        | Ward 1  | 2014 |
| James Montgomery   | Ward 2  | 2014 |
| 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

# Planning Commission Members

| City Council Member | Ward     | Planning Members                    |
|---------------------|----------|-------------------------------------|
| Nick Grba           | 1        | Earline Smaistrla                   |
| John Alberts        | 2        | Larry Taylor                        |
| Donna Yanda         | 3        | Bill Baker who replaced Bob Doggett |
| Michael McEachern   | 4        | Robert Davis                        |
| Ken Smith           | At Large | Ed Hatley who replaced Terry Beaver |

## Duties Of the Planning Commission

The Planning Commission is a legislative body that is a recommendation body only.

The Planning Commission may consider and investigate any subject matter tending to the development and betterment of the city.

They shall have the power and the duty to prepare and recommend to the city council for adoption a comprehensive plan for the physical development.

May prepare and recommend for adoption rules and regulations governing the subdivision of land within the corporate limits of the city

Have the power to prepare and to recommend for adoption a zoning plan to regulate and restrict the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, the location and use of buildings, structures and land for trade, industry, residences and other purposes. The planning commission shall also have all other powers conferred upon zoning commissions

May recommend the division of the city into districts of such number, size and area as may be deemed best suited to carry out the zoning plan. All such regulations shall be uniform for each class or kind of buildings throughout each district

After notice and public hearing, the Planning Commission shall vote to:

- (1) Recommend to the City Council that the application be approved as submitted, or as amended, or be approved subject to modification; or
- (2) Recommend to the City Council that the application be denied.



**PARKS & RECREATION**

**DATE:** August 25, 2014  
**FROM:**  Jan Scott, Parks & Recreation Director  
**TO:** Grayson Bottom, City Manager  
**CC:** Tammy DeSpain, Assistant City Manager  
**RE:** October 7<sup>th</sup> Yukon City Council Agenda

**MEMORANDUM**

I request approval to purchase of two citEcar Electro Transport Buddies 15 – passenger, with roll down sides, from the current Parks Administration Capital Improvement Fund not to exceed \$38,880. The company is citEcar Electric Vehicles.

I request that this item be on the October 7<sup>th</sup> Yukon City Council Agenda. These will be used for our numerous special events and will save on golf cart rentals.

REQ.#: 15-63898 VENDOR: 01-90318 citecar Electric Vehicles electric shuttles 15-59017

STATUS: NEW APPROVED BY: Jan Scott ISSUED: 9/16/2014 RELEASE FLAG:  
 DEPT: pe ORDERED BY: Sheri Shoemaker EST DEL: 9/16/2014 RECEIVE FLAG: N  
 SHIP-TO: COY City of Yukon

P.O. DESCRIPTION: Citecar  
 30% of balance deposit  
 Jan request  
 -

INTERNAL NOTE: -

Grayson Bottom

|      |     |          |   | ===== ORDERED ===== |               |           |
|------|-----|----------|---|---------------------|---------------|-----------|
| ITEM | G/L | ACCOUNT  | DESCRIPTION/<br>REFERENCE                   | UNITS               | PRICE         | AMOUNT    |
| 1    | 36  | 5501-410 | Cap. Improvements-Parks Adelectric shuttles |                     |               | 38,880.00 |
|      |     |          |   |                     | TOTAL ORDERED | 38,880.00 |



Account Contact: Justin  
 7065 NW 22<sup>nd</sup> St Gainesville, FL 32653  
 Phone: (352) 376 – 6275 Fax: (352) 376 – 6810  
 Email: Justin@citEcarEV.com

**Contract Submitted To:**

**Date:** September 4, 2014

**Company:** City of Yukon  
**Address:** PO Box 850500  
**City, State, Zip:** Yukon, Ok 73085

**Contact Name:** Jan Scott  
**Phone:** (405) 350-8937  
**Email:** jscott@cityofyukonok.gov



New citEcar Electro Transport Buddy 15p – Red  
**Motor:** 5KW - Electric

**Brand:** citEcar (Assembled in USA) **Batteries:** Trojan T105 (Made in USA)  
**Controller:** Curtis (Made in USA) **Chargers:** Eagle On Board (Made in USA)

Fiberglass and Steel Body, DOT Windshield//Tires, Windshield Wiper, High Back Bench Seating, Rear View Mirrors, Headlights, Turn Signals, Brake Lights, Horn. Digital Dashboard Contains: volt meter, amp meter, speedometer, turn signal indicator, horn button, headlight switch, turn signal switch, wiper switch, cd player with am/fm radio and speakers. Other features: rack and pinion steering, front and rear hydraulic brake system, independent suspension with coil springs, 12” tires, aluminum rims, PA System, 12v accessory receptacle. Vehicle comes with a limited 3 year parts only warranty. Full warranty terms available upon request.

We hereby propose to furnish labor and material complete in accordance with the above specifications, for the amount “Total” listed here on. A 30% deposit is required to begin the order, with the remainder owed before shipping. These units will be special ordered, so the lead time is approximately 10 weeks from the time of order.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. The total price listed is a cash discount price given for personal check, wire transfer, or cashier’s check payments. If using a credit card, the cash discount price will be increased. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry necessary vehicle insurance. No returns, refunds, or exchanges for any reason. Any disputes to be handled in Alachua County, Florida.

Price valid until September 30, 2014. Subject to Vehicle availability. Non-FL End Users are responsible for sales tax where applicable. **citEcar Electric Vehicles will beat all advertised competitor pricing for similar models and specifications.**

Acceptance of Contract: Specifications are satisfactory and are hereby accepted. You are authorized to do the work specified.

|                       |              |
|-----------------------|--------------|
| 5kw Vehicle Price:    | \$17,995.00  |
| Rain Enclosure:       | \$1,895.00   |
| Per Vehicle Subtotal: | \$19,890.00  |
| # of Vehicles         | 2            |
| Vehicle Total:        | \$39,780.00  |
| Discount:             | (\$4,700.00) |
| Shipping:             | \$3,800.00   |
| Total:                | \$38,880.00  |

Customer Authorized Signature: \_\_\_\_\_

Date \_\_\_\_\_

citEcar Electric Vehicles Authorized Signature: \_\_\_\_\_

Date \_\_\_\_\_



**citEcar**  
ELECTRIC VEHICLES

www.citEcarEV.com

Phone (866) 542-8677

Fax (352) 376-6810

## **citEcar 15P ELECTRIC SHUTTLE**

*3 Year Limited Warranty | Nationwide Delivery | Built in the USA*

**Only \$17,995**

+ shipping & handling, if required

|                     |   |
|---------------------|---|
| Speed:              | <b>up to 25MPH</b>                      |
| Range:              | <b>up to 50 miles (Full Capacity)</b>   |
| Climb:              | <b>20% grade (Full Capacity)</b>        |
| Electric Motor:     | <b>5.0 kw DC</b>                        |
| Batteries:          | <b>Trojan T105 (Made in USA)</b>        |
| Controller:         | <b>Curtis 1205 (Made in USA)</b>        |
| Charger:            | <b>Eagle On Board (Made in USA)</b>     |
| Overall Dimensions: | <b>16.8 ft L x 5.0 ft W x 6.75 ft H</b> |
| Maxload:            | <b>2,500 lbs</b>                        |
| Ground Clearance:   | <b>7"</b>                               |
| Body:               | <b>Steel Framework &amp; Plastic</b>    |
| Roof:               | <b>Fiberglass</b>                       |
| Windshield:         | <b>AS1 DOT Approved</b>                 |



ALL MAJOR ELECTRICAL COMPONENTS ARE:



BATTERIES CHARGER CHARGER

### **This Model Features:**

- |                             |                               |
|-----------------------------|-------------------------------|
| Head, Trail, & Brake Lights | Rack & Pinion Steering        |
| Side & Rear View Mirrors    | Four Wheel Hydraulic Brakes   |
| Parking Brake               | Rear Wheel Mechanical Brakes  |
| On Board Charging Unit      | Independent Suspension        |
| Turn Signals                | Rear Steel Plate Suspension   |
| Horn                        | Rear Wheel Drive              |
| 12 Inch Tires               | Front/Rear Plate with Springs |
| Curtis Controllers          |                               |
| Reverse Alarm               |                               |
| Non-Slip Floors             |                               |
| PA System                   |                               |
| CD Player with Radio        |                               |
| Headlight Indicators        |                               |
| Ignition Key                |                               |
| Voltmeter                   |                               |

For more information,  
please contact:

7065 NW 22nd St Suite A  
Gainesville FL 32653

(866) 542-8677 - Phone

(352) 376-6810 - Fax

www.citEcarEV.com

## About citEcar Electric Vehicles

citEcar Electric Vehicles is your home for the most extensive selection of street legal, electric vehicles including [electric golf carts \(/product-category.aspx?ProductCategoryId=4&title=Street+Legal+Golf+Carts\)](#), [electric shuttles \(/product-category.aspx?ProductCategoryId=5&title=Electric+Shuttles\)](#), [commercial electric vehicles \(/product-category.aspx?ProductCategoryId=6&title=Commercial+Electric+Vehicles\)](#), [low speed vehicles \(/product-category.aspx?ProductCategoryId=7&title=Low+Speed+Vehicles\)](#), [ADA shuttles \(/product-category.aspx?ProductCategoryId=24&title=ADA+Shuttles\)](#), [parts and accessories \(/product-category.aspx?ProductCategoryId=36&title=Parts+and+Accessories\)](#).

All citEcar Electric Vehicles are American built in our Gainesville, Florida facility, and then are put through rigorous inspection programs by our highly trained American workers. To ensure the quality of our electric vehicles all major electrical components in our vehicles are purchased from industry leading, name brand suppliers who produce their products in the USA.

At citEcar we are constantly building and adding new electric vehicle models to our inventory. At this time we have over forty standard models of vehicles that include [golf course carts \(/product.aspx?ProductId=11&title=citEcar+2P+Street+Legal+Golf+Cart\)](#), [street legal golf carts \(/product.aspx?ProductId=159&title=Lifted+citEcar+4PR+Street+Legal+Golf+Cart+-+AC+Motor\)](#), [passenger trams \(/product.aspx?ProductId=88&title=citEcar+ADA+Enclosed+Shuttle+11P+1WC\)](#), [parking lot shuttles \(/product.aspx?ProductId=90&title=citEcar+Transport+Buddy+and+Trailer+28p\)](#), [low speed vehicles \(/product.aspx?ProductId=7&title=citEcar+Bubble+Buddy+4P\)](#), and [emergency service vehicles \(/product-category.aspx?ProductCategoryId=6&title=Commercial+Electric+Vehicles\)](#). If we don't have a [low speed vehicle \(/product-category.aspx\)](#) to fit your needs, our team will design and modify an electric vehicle specifically for you.

At citEcar we pride ourselves in offering our customers the highest quality electric vehicles with the best customer service in the industry. You deserve the best so [contact citEcar \(/contact\)](#) for quality American built electric vehicles. Please note that the prices listed on our website reflect cash discounts for orders paid by cash, personal check, wire transfer, or money order. Orders paid by credit card will have a slightly higher price due to not receiving a cash discount price. If you have any questions regarding this or any other policy, please do not hesitate to contact us!

Please view our Youtube product videos: <http://www.youtube.com/user/citEcarEV/videos> (<http://www.youtube.com/user/citEcarEV/videos>)  
Please visit and "Like" our Facebook page: <https://www.facebook.com/citEcarElectricVehicles> (<https://www.facebook.com/citEcarElectricVehicles>)



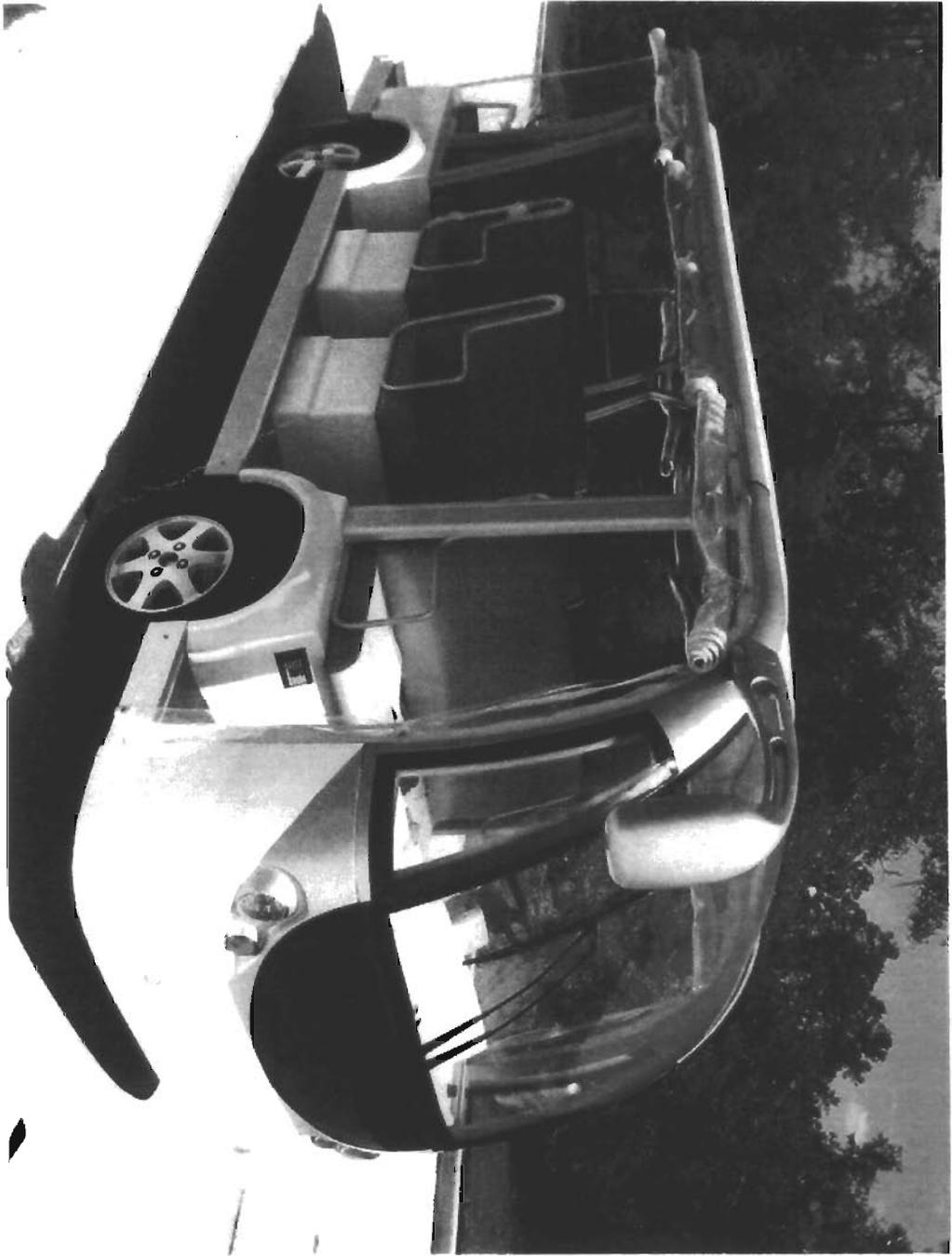
Our entire staff is dedicated to assisting you in building your perfect electric vehicle!



[Street Legal Golf Carts \(product-category.aspx?ProductCategoryID=4&title=Street+Legal+Golf+Carts\)](#)   [Electric Shuttles \(product-category.aspx?ProductCategoryID=5&title=Electric+Shuttles\)](#)  
[Low Speed Vehicles \(product-category.aspx?ProductCategoryID=7&title=Low+Speed+Vehicles\)](#)  
[Commercial Electric Vehicles \(product-category.aspx?ProductCategoryID=6&title=Commercial+Electric+Vehicles\)](#)  
[Parts and Accessories \(product-category.aspx?ProductCategoryID=36&title=Parts+and+Accessories\)](#)   [ADA Shuttles \(product-category.aspx?ProductCategoryID=24&title=ADA+Shuttles\)](#)  
[Home \(/\)](#)   [About Us \(/about-us\)](#)   [Products \(/product-category\)](#)   [Photo Galleries \(/photo-galleries\)](#)   [Contact \(/contact\)](#)

**citEcar Electric Vehicles**  
7065 NW 22nd Street Suite A Gainesville, FL 32653   P: (352) 376-6275   F: (352) 376-6810  
[Sales@citEcarEV.com](mailto:Sales@citEcarEV.com) (<mailto:Sales@citEcarEV.com>)

[\(https://www.facebook.com/citEcarEV/\)](https://www.facebook.com/citEcarEV/)



# Electric carts meant to help shrink city of Las Cruces' carbon footprint

Vehicles part of city's sustainability effort, officials say

By Diana Alba Soular

[dalba@lcsun-news.com](mailto:dalba@lcsun-news.com) (mailto:[dalba@lcsun-news.com](mailto:dalba@lcsun-news.com)) @AlbaSoular on Twitter

POSTED: 07/05/2014 05:17:56 PM MDT



[\(/portlet/article/html/imageDisplay.jsp?contentItemRelationshipId=6076347\)](#)

The city of Las Cruces recently bought two electric-powered utility vehicles for the parks department. (Robin Zielinski — Sun-News)

**LAS CRUCES >>** They're electric. And they might be seen zooming through a park near you.

The city of Las Cruces recently bought its first electric-powered utility vehicles for the city parks department. The two vehicles were expected to be used for the first time during Independence Day events.

The golf cart-like vehicles, General Electric Motorcars, get their power by being plugged into standard 110-volt wall outlets, said city parks administrator Tim Fulton. They take several hours to charge.

The carts will be used to carry supplies for parks upkeep and transport people during events, such as softball tournaments along Hadley Avenue.



[\(/portlet/article/html/imageDisplay.jsp?contentItemRelationshipId=6076346\)](#)

Tim Fulton, city of Las Cruces parks administrator, plugs in one of two new electric-powered utility vehicles on Thursday. The vehicles are part of a larger push by city councilors to promote green operations within city government, officials said. (Robin Zielinski — Sun-News)

"We have numerous sports events here, so our staff is always serving the ball fields," Fulton said. The carts will be "nice on some of our trails like Triviz Trail. Sometimes we've got to go out there and make a water repair and carry all of our tools."

The vehicles — which don't emit greenhouse gases — are part of a larger push by city councilors to promote green — or sustainable — operations within city government, officials said.

"This is a first step in going that direction," said Fulton, who's been the city's parks administrator since April.

Additional Information

NEXT ARTICLE IN NEWS ()



» Continue to article... ()



The recently purchased utility carts, which travel up to 25 mph, can carry two people and about 1,100 pounds of cargo, according to the city. They're outfitted with utility beds.

"They have a single charge traveling range of 30 miles, and the cost of both units was less than \$26,000 combined," said Assistant City Manager Brian Denmark in a recent city council update. "The Parks & Recreation Department will continue to support additional electric vehicle purchases for their overall maintenance fleet."



The webpage cannot be found

Most likely causes:

- There might be a typing error in the address.
- If you clicked on a link, it may be out of date.

What you can try:

- Retype the address.
- [Go back to the previous page.](#)
- [Go to](#) and look for the information you want.

< [https://www.lcsun-news.com/las\\_cruces-news/ci\\_26095732/electric-carts-meant-help-shri...](https://www.lcsun-news.com/las_cruces-news/ci_26095732/electric-carts-meant-help-shri...) >

A handful of other utility vehicles owned by the parks department rely on more conventional fuel to run. Fulton said the new carts will help save money by reducing fuel expenses.

City councilors on June 16 OK'd a [2014-17 Sustainability Action Plan](#) ([http://extras.nmginteractive.com/live/media/site557/2014/0705/20140705\\_052115\\_2014\\_06-15\\_Res\\_14-203.pdf](http://extras.nmginteractive.com/live/media/site557/2014/0705/20140705_052115_2014_06-15_Res_14-203.pdf)), aimed at promoting environmental friendliness, social responsibility and economic viability, according to the document. The plan contains a number of proposals for reducing the city's environmental impact. One goal is for the city to reduce the greenhouse gas emissions of the city's fleet by 5 percent from 2013 levels, according to the plan. The reduction is slated to happen within three years.

Some proposals for helping to make that happen include promoting biodiesel use, greater reliance upon hybrid and electric vehicles and "enforcing an anti-idling policy," according to the plan.

Las Cruces' Ron Camuñez, chairman of the Las Cruces Parks & Recreation Advisory Board, said the panel is slated to get a presentation about the new electric utility vehicles at its August meeting. He said so far they seem "like a great idea."

"With all the new technology and advancements, we need to try to save taxpayer dollars," he said. "We'll see how it works." Diana Alba Soular may be reached at 575-541-5443.

NEXT ARTICLE IN NEWS <sub>0</sub>



**MOST POPULAR** (/POPULAR)

**TAKE ACTION**

» Continue to article... ()

DAY (/POPULAR) HOUR (/POPULAR) NEWS (/POPULAR)

SPORTS (/POPULAR) RIZ (/POPULAR) A&E (/POPULAR) EMAIL (/POPULAR)

[Hotel Encanto selected as preferred partner for Virgin Galactic \(http://www.lcsun-news.com/las\\_cruces-business/ci\\_26100970/hotel-e-selected-preferred-partner-virgin-galactic?source=most\\_viewed\)](http://www.lcsun-news.com/las_cruces-business/ci_26100970/hotel-e-selected-preferred-partner-virgin-galactic?source=most_viewed)

[Arrowhead Center provides support to help entrepreneurial alumni succeed \(http://www.lcsun-news.com/las\\_cruces-business/ci\\_26085805/arrowhead-center-provides-support-help-entrepreneurial-alumni-succeed?source=most\\_viewed\)](http://www.lcsun-news.com/las_cruces-business/ci_26085805/arrowhead-center-provides-support-help-entrepreneurial-alumni-succeed?source=most_viewed)

[Is a new social security card in your cards? \(http://www.lcsun-news.com/las\\_cruces-business/ci\\_26085797/is-new-social-security-card-your-cards?source=most\\_viewed\)](http://www.lcsun-news.com/las_cruces-business/ci_26085797/is-new-social-security-card-your-cards?source=most_viewed) ...

» [More most-popular business stories \(/popular#pop-business\)](#)

[Got a tip? \(mailto:news@lcsun-news.com\)](mailto:news@lcsun-news.com)

[Send us a photo \(mailto:news@lcsun-news.com\)](mailto:news@lcsun-news.com)

[Visit community links \(mailto:news@lcsun-news.com\)](mailto:news@lcsun-news.com)

[Have a correction? \(mailto:news@lcsun-news.com\)](mailto:news@lcsun-news.com)

### This article is the:

[#1 most-clicked of the hour \(/popular#popularhour\)](#)

[5th most-clicked of the day \(/popular\)](#)

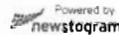
[#1 most-clicked among news articles today \(/popular#pop-news\)](#)

[Back to the top](#)

### Recommended for You

- ▶ [Woman extradited to Albuquerque denies...](#)
- ▶ [Albuquerque veteran who died waiting for...](#)
- ▶ [Water Waste Hotline works to conserve water in...](#)
- ▶ [Legal marijuana goes on sale in Washington](#)
- ▶ [NMSU BASKETBALL: Sim Bhullar invited to play...](#)
- ▶ [Doña Ana county preps for southern road...](#)

-- SPONSORED LINK --  
Oshkosh lands contract to develop driverless trucks for Marine...  
(From DailyMe.com)



[Article commenting rules of the road \(http://www.lcsun-news.com/ci\\_25715479\)](http://www.lcsun-news.com/ci_25715479)

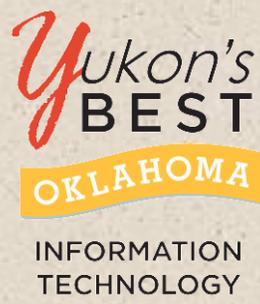
[comments powered by Disqus \(http://disqus.com\)](http://disqus.com)

NEXT ARTICLE IN NEWS

» [Continue to article... \(\)](#)



The city of Las Cruces recently bought two electric-powered utility vehicles for the parks department. (Robin Zielinski — Sun-News)



**DATE:** September 29, 2014

**FROM:** Gary D. Cooper, Technology Director

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

**RE:** Sage Payment Solutions Credit Card Merchant Agreement

**MEMORANDUM**

We currently have a Credit Card Merchant Agreement with Sage Payment Solutions. I am in process of setting up all of the City departments to take card payments. The current agreement has a settlement account at one of our local financial institutions.

The Municipal Court office funds are deposited to another local financial institution and to avoid having to wire money on a daily basis to balance the accounts, we have determined it would be in the best interest of all parties to have an additional merchant agreement that settles directly to the second local banking institution.

I would ask that we add an item to the agenda to approve an additional credit card 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.

## TERMS AND CONDITIONS OF MERCHANT AGREEMENT

These are the Terms and Conditions of Merchant Agreement referred to in the Merchant Processing Application (“**Application**”) by and between Sage Payment Solutions, Inc. (“**SPS**”), BMO Harris N.A. (“**Bank**”), and the applicant (“**Merchant**”) who has submitted the executed Application.

### **ARTICLE I – ADDITIONAL DEFINITIONS**

- 1.01 “Account”** means a bank account maintained by Merchant as set forth in Section 6.10 for the crediting of collected funds and the debiting of fees and charges pursuant to this Agreement.
- 1.02 “ACH”** means the Automated Clearing House paperless entry system operated by the Federal Reserve.
- 1.03 “Agreement”** means the Application including the Schedule of Fees, these Terms and Conditions of Merchant Agreement with all exhibits and attachments, and any supplementary documents indicated herein, as amended from time to time, all of which constitute the Agreement.
- 1.04 “Authorization”** means a computerized function or a direct phone call to a designated number to obtain credit approval for individual Transactions from the Card Issuer.
- 1.05 “Card”** means: (i) a valid credit and/or debit card in the form issued under license from a card association such as Discover, Visa or MasterCard (“Bank Card”) or (ii) any other valid credit and/or debit card accepted by Merchant by agreement with Bank and SPS.
- 1.06 “Cardholder”** means the person whose name is embossed upon the face of the Card and who purports to be the person in whose name the Card is issued.
- 1.07 “Card Issuer”** means the financial institution or company, which has provided a Card to the Cardholder.
- 1.08 “Chargeback”** means the procedure by which, and the value of, a Sales Draft (or disputed portion thereof) returned to Bank by a Card Issuer.
- 1.09 “Credit Voucher”** means a document executed by a Merchant evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.
- 1.10 “Debit Card”** means a plastic card used to initiate a debit Transaction, used primarily to purchase goods or services and obtain cash, for which the Cardholder’s bank account is debited by the issuer.
- 1.11 “Discount Fee”** means a fee charged on all Card Transactions that is payable by Merchant to SPS for processing Merchant’s Card Transactions.
- 1.12 “Discover”** means DFS Services, LLC.
- 1.13 “Imprint”** means: (i) an impression on a Sales Draft manually obtained from a Card through the use of an imprinter, or (ii) the electronic equivalent obtained by swiping a Card through a terminal and electronically printing a Sales Draft.
- 1.14 “MasterCard”** means MasterCard International Incorporated.
- 1.15 “Reserve Account”** has the meaning set forth in Section 6.06.
- 1.16 “Rules”** means the rules and regulations of any Card association or payment network such as Discover, as amended from time to time; “Rules” includes without limitation the Visa USA, Inc. Operating Regulations, Visa International Operating Regulations, MasterCard Rules and the Discover Operating Regulations. Capitalized terms not defined herein shall have the meanings set forth in the Rules.
- 1.17 “Sales Draft”** means the paper form approved in advance by SPS, whether such form is electronically or manually imprinted, evidencing a sale Transaction.
- 1.18 “Transaction”** means any retail sale of goods or services, or credit for such, from Merchant for which the customer makes payment through the use of any Card and which is presented to Bank for collection.
- 1.19 “Visa”** means Visa Inc.
- 1.20 “Voice Authorization”** means a direct phone call to a designated number to obtain credit approval on a Transaction.

### **ARTICLE II - MERCHANT REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS**

**2.01 Honoring Cards.** (a) Merchant will accept, without discrimination, all valid Cards properly presented for payment for bona fide, legitimate business transactions arising out of Merchant’s usual trade or business and for Transactions originated by Merchant; (b) U.S. retailers may require a minimum purchase amount on credit card transactions. The minimum purchase amount must not exceed \$10.00 (ten dollars) and does not apply to transactions made with a Debit Card. Maximum transactions amounts may be established by Federal agencies and institutions of higher learning; (c) Merchant shall not require any Cardholder to pay any part of any fee imposed upon Merchant by this Agreement, whether through any increase in price or otherwise require a customer presenting a Card to pay any charge as a condition of sale that is not also required from a customer paying cash. However, Merchant may offer discounts to customers for cash purchases. Merchant may also charge a service fee on Transactions if Merchant charges a service fee: (i) for all payment methods (check, credit card, etc.) or (ii) for a specific payment mode (telephone) and not for other payment modes (face-to-face); (d) Merchant shall not accept a Card as payment (other than to the extent permitted by this Agreement), if the person seeking to use the Card does not present the Card to permit Merchant to examine it and obtain an Imprint or otherwise use the physical Card to complete the Transaction. Merchant shall not deposit any Transaction for the purpose of obtaining or providing a cash advance either on Merchant’s Card or the Card of any other party. Merchant agrees that any such deposit shall be grounds for immediate termination. Merchant shall not obtain under any circumstance Authorization for, nor process a sale on, any Card that Merchant is authorized to use. Processing Merchant’s own Card is grounds for immediate termination.

**2.02 Card Acceptance.** When accepting a Card for a face-to-face Transaction, Merchant will follow the steps provided by Bank and SPS, and will: (a) Examine the Card for the Cardholder’s signature and if the Card is not signed, request identification to confirm that the Cardholder is the person he/she purports to be and determine in good faith and to the best of its ability that the Card is valid on its face; (b) Check the effective date (if any) and the expiration date of the Card, examine any card security features (such as a hologram) included on the Card; and (c) Obtain Authorization before completing any Transaction (where Authorization is obtained, Merchant will be deemed to warrant the true identity of the customer as the Cardholder); (d) Unless the Sales Draft is electronically generated or is the result of an Internet, mail, telephone or preauthorized order, obtain an Imprint of the Card; (e) Enter a description of the goods or services sold and the price thereof (including any applicable taxes); (f) As required by the Rules, obtain the Cardholder’s signature on the Sales Draft and compare that signature to the signature on the Card; (g) Deliver a true and completed copy of the Sales Draft to the Cardholder at the time of delivery of the goods or performance of the services, or if the Sales Draft is prepared by a point-of-sale terminal, at the time of the sale; (h) Provide the Sales Draft to the Cardholder following the purchase; and (i) Legibly reproduce the Cardholder’s name, account number, expiration date, and the Merchant’s name and place of business if that information is not legibly imprinted on the Sales Draft. In addition, for MasterCard Transactions, Merchant will legibly reproduce the name of the Card Issuer as it appears on the face of the Card. Each Sales Draft presented to Bank for collection shall be genuine and will not be the result of any fraudulent Transaction or telemarketing sale and shall not be deposited on behalf of any business other than Merchant.

**2.03 Authorization.** (a) Merchant will obtain a prior Authorization for all Card sales. If Merchant cannot, for any reason, obtain an electronic Authorization, Merchant will request a Voice Authorization from the designated authorization center, and will legibly print the authorization number on the Sales Draft; (b) Merchant will not obtain or attempt to obtain Authorization unless Merchant intends to submit a Transaction for the authorized amount; (c) Merchant will not divide a single Transaction between two or more Sales Drafts or two or more Cards; (d) Merchant will not attempt to obtain Authorization on an expired Card; (e) Merchant acknowledges that an Authorization provides only that the Cardholder account has sufficient credit available to cover the amount of the current sale, that an Authorization is not a guarantee of payment, and that an Authorization will not waive any provision of this Agreement or otherwise validate a fraudulent Transaction or a Transaction involving the use of an expired Card. Receiving an Authorization shall not relieve the Merchant of liability for Chargeback on any Transaction; (f) Transactions will be deemed invalid on Cards that are expired, whether or not an Authorization has been obtained; (g) If Authorization is granted, Merchant shall print the Authorization number, or ensure that it appears legibly in the appropriate location on the Sales Draft; and (h) If Authorization is denied, Merchant shall not complete the Transaction and shall follow any instructions from the authorization center; (i) Merchant shall not obtain or attempt to obtain Authorization for a Transaction that it knows or should have known to be either fraudulent or not authorized by the Cardholder.

**2.04 Retention and Retrieval of Cards.** (a) Merchant shall use its best efforts, by reasonable and peaceful means, to retain or recover a Card upon receiving such instructions when making a request for Authorization or if Merchant has reasonable grounds to believe that the Card is counterfeit, fraudulent or stolen; (b) The obligation of Merchant imposed by this Section to retain or recover a Card does not authorize a breach of the peace or any injury to persons or property and Merchant will hold Bank and SPS harmless from any claim arising from any injury to person or property, or other breach of the peace in connection with the retention or recovery of a Card.

**2.05 Compliance with Law; Payment Card Industry Data Security Standards Non-Disclosure and Storage of Cardholder and Transaction Information Requirements.** (a) Merchant confirms that it is, and shall be, in full compliance during the term of this Agreement with all laws, statutes and federal and/or state regulations, as well as the Rules as may be applicable to Merchant, its business and any Card Transaction (b) Internet Merchants shall, at a minimum, include the following information and processes on their Internet sites, (i) prominent display of Merchant's name as "merchant" and as the name that will appear on the Cardholder statement, (ii) a complete description of goods or services offered; (iii) delivery standards including method and time for delivery; (iv) terms and conditions of purchase, and export or legal descriptions; (v) return/refund policy described in reasonable detail; (vi) opportunity to view and confirm order before order submission; (vii) secure method for payment data transmission; (viii) currency of transaction provided (USD); (ix) disclosure of Merchant's outlets to country of origin; (x) display of card association or payment network logos; (xi) clear disclosure of Merchant's privacy policy; (xii) alternate Merchant contact info options; and (xiii) display of web hosting company contact information; (c) Merchant hereby certifies that it (and any outside agent that it may utilize to submit Transactions to SPS) complies and will comply with the Payment Card Industry Data Security Standards ("PCI DSS") and Merchant hereby agrees to pay any fines and penalties that may be assessed by Visa, MasterCard or Discover as a result of Merchant's noncompliance with the requirements of PCI DSS, any data breaches, or by its failure to accurately validate its compliance. Merchant will review and monitor the requirements at <http://www.visa.com/cisp> and <http://www.pcisecuritystandards.org> in order to determine the timeframes and mandates for compliance under PCI DSS. The foregoing is an ongoing obligation during the term of this Agreement and as this Agreement may be renewed. Merchant acknowledges and understands that Merchant may be prohibited from participating in Visa, MasterCard or Discover programs if it is determined that Merchant is non-compliant. The following lists certain (but not all) of the current PCI DSS requirements, all of which Merchant shall comply with, if applicable: (i) install and maintain a working network firewall to protect data accessible via the Internet; (ii) keep security patches up-to-date; (iii) encrypt stored data; (iv) encrypt data sent across networks; (v) use and regularly update anti-virus software; (vi) restrict access to data to business "need to know;" (vii) assign a unique ID to each person with computer access to data; (viii) do not use vendor supplied defaults for system passwords and other security parameters; (ix) track access data by unique ID; (x) maintain a policy that addresses information security for employees and contractors; and (xi) restrict physical access to Cardholder information. Merchant shall notify SPS if it utilizes any third party that provides payment related services, directly or indirectly and/or stores transmits, or processes Cardholder data and Merchant is responsible ensuring compliance of any such third parties with PCI DSS. In the event of the failure, including bankruptcy, insolvency, or other suspension of Merchant's business operations, Merchant shall not sell, transfer, or disclose any materials that contain Cardholder account numbers, personal information, or other Transaction information to third parties. Merchant and/or its agent shall either return this information to SPS or provide SPS with acceptable proof of destruction of this information. If Merchant is undergoing a forensic investigation regarding PCI DSS compliance at the time Merchant executes this Agreement, then Merchant shall fully cooperate with the investigation until completed. SPS warrants that it complies with the applicable required PCI DSS regulations and that SPS is a PCI DSS Validated Service Provider.

**2.06 Returns and Adjustments.** (a) Merchant's policy for the exchange or return of goods sold and the adjustment for services rendered shall be established and posted in accordance with the Rules. If applicable, Merchant agrees to disclose to a Cardholder before a Card sale is made, that if merchandise is returned: (i) no refund, or less than a full refund, will be given; (ii) returned merchandise will only be exchanged for similar merchandise and of comparable value; (iii) only a credit toward purchases will be given; or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, charges, or other noncredit terms); (b) Such disclosures must be made on all copies of Sales Drafts in letters approximately ¼ inches high in close proximity to the space provided for the Cardholder's signature on the Sales Draft and issued at the time of sale; (c) If Merchant does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. Merchant shall not refund cash to a Cardholder who paid for the item by Card; (d) Credits must be made to the same Card account number on which the original sale Transaction was processed.

**2.07 Merchant's Business.** (a) Merchant shall provide Bank and SPS with immediate notice of its intent to (i) transfer or sell any substantial part of its total assets, or liquidate; (ii) change the basic nature of its business, including selling any products or services not related to its current business; (iii) change fifty percent (50%) or more of the ownership or transfer control of its business; (iv) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in Merchant's business; or (v) alter in any way Merchant's approved monthly volume and average ticket; (b) Failure to provide notice as required above may be deemed a material breach and shall be sufficient grounds for termination of this Agreement, or, at SPS's option may result in SPS amending the terms of this Agreement, holding funds and/or altering the Merchant funding schedule if SPS and Bank deem it necessary to protect against financial loss. If any of the changes listed above occur, Bank and SPS shall have the option to amend the terms of this Agreement or immediately terminate this Agreement; (c) Merchant will immediately notify SPS, with a copy to Bank, of any bankruptcy, receivership, insolvency or similar action initiated by or against Merchant or any of its principals. Merchant will include Bank and SPS on the list of creditors filed with the Bankruptcy Court, whether or not a claim exists at the time of filing; (d) Merchant must notify SPS, with a copy to Bank, in writing of any changes to the information in the Application, including but not limited to: a change to Merchant's financial condition (within 3 days), any additional location or new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and the manner in which sales are completed. Merchant must also notify SPS in writing, with a copy to Bank, if Merchant sells or closes its business. Except for a change to the financial condition, SPS and Bank must receive all such notices 7 days prior to the change. Merchant will provide updated information to SPS upon request. Merchant is liable to SPS and Bank for all losses and expenses incurred by SPS and Bank arising out of Merchant's failure to report changes. SPS and Bank may immediately terminate this Agreement upon a change to the information in the Application, whether SPS and Bank independently discover such change or whether Merchant notifies SPS and Bank of such change.

**2.08 Advertising.** (a) Merchant will prominently display the promotional materials provided by Bank and SPS in its place(s) of business. Use of promotional materials and use of any trade name, trademark, service mark or logotype ("Marks") associated with Card(s) shall be limited to informing the public that Card(s) will be accepted at Merchant's place(s) of business. Merchant's use of promotional materials and Marks is subject to the direction of Bank and SPS and must be utilized in accordance with the Rules; (b) Merchant may use promotional materials and Marks during the term of this Agreement and shall immediately cease use and return any inventory to Bank or SPS upon any termination thereof; (c) Merchant shall not use any promotional materials or Marks associated with Visa, MasterCard or Discover in any way which implies that Visa, MasterCard or Discover endorses any goods or services other than Card services and Merchant shall not refer to Visa, MasterCard or Discover in stating eligibility for Merchant's products or services. Merchant's rights to use the Marks shall terminate with termination of this Agreement and Merchant will cease all use of the Marks upon notification by the applicable Card association to discontinue use. Merchant shall be fully liable to Bank and/or SPS for any and all loss, cost and expenses suffered or incurred by Bank and/or SPS, arising out of failure to return or destroy such materials following termination or Merchant's misuse of the Marks. If Merchant is a "Direct Mail Cardholder Solicitation Merchant," then Merchant acknowledges that the trademark 'MasterCard' and the corresponding logotype are the property of MasterCard International Incorporated (herein, "the Corporation"). Merchant shall not infringe upon the mark or logo, nor otherwise use the mark or logo in such a manner as to create the impression that Merchant's products or services are sponsored, produced, affiliated with, offered, or sold by this Corporation. Merchant shall not use the mark or logo on its stationery, letterhead, envelopes, or the like nor in its solicitation; provided, however, that Merchant may use one of the mark or logo in close proximity to the payment or enrollment space in the solicitation in a size not to exceed 1 1/4 inches in horizontal length if a logo is employed, or, if a mark is used, in type not to exceed the size of the type used in the major portion of the text on the same page; provided further that the legend, 'Accepted for Payment' must accompany the mark or logo used and must be the equivalent size of the mark or logo. In no case, however, shall Merchant use any of the logo on the front or first page of its solicitation. One truthful statement that Merchant is directing or limiting its offer to MasterCard cardholders may appear in the body of the solicitation, other than in close proximity to the payment or

enrollment space, subject to the limitation that: (i) only the word mark may be used; (ii) the word mark may not (1) exceed in type size the size of any other type on the same page, (2) differ in color from the type used in the text (as differentiated from the titles) on the same page, (3) be as large or as prominent as the name of Merchant, (4) be the first item appearing on any page, nor (5) in any other way be the most prominent element of the page; (iii) Merchant's name and/or logo must appear prominently on the same page as the mark; and (iv) the following disclaimer must appear in close proximity to the mark on the same page and in an equal size and type of print: 'MasterCard International Incorporated is not affiliated in any way with [Merchant] and has not endorsed or sponsored this offer.' Merchant further agrees to submit its first direct mail solicitation(s), prior to mailing, to the MasterCard Law Department, to be reviewed only for compliance with this Corporation's trademark rules and shall furthermore not distribute in any manner such solicitations until Merchant shall have obtained the Corporation's written approval of the manner in which it uses MasterCard mark and logo on such solicitations. Merchant shall likewise, upon request, submit to the Corporation any amended solicitations prior to mailing.

**2.09 Representations and Warranties of Merchant.** Merchant represents and warrants to Bank and SPS at the time of execution and during the term of this Agreement that: (a) All information contained in the Application or any other documents delivered to Bank and/or SPS in connection therewith is true and complete and properly reflects Merchant's business, financial condition and principal partners, owners or officers; (b) Merchant has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and does not and will not violate any provisions of federal or state law or regulation, or conflict with any other agreement to which Merchant is subject; (c) Merchant has all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (d) There is no action, suit or proceeding now pending or to Merchant's knowledge, threatened by or against or affecting Merchant which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (e) Merchant has performed and will perform all of its obligations to the Cardholder in connection with the Card Transaction evidenced by each Sales Draft; (f) Unless Merchant notifies SPS in writing (either on the Application or otherwise), **no other processing relationship exists** between Merchant and another bankcard processing institution, for this, or any other business run or owned by Merchant; (g) With respect to all Card Transactions that Merchant requests SPS and Bank to originate, Merchant continuously represents and warrants to Bank and SPS that: (i) Each Cardholder has authorized the debiting and/or crediting of its account; (ii) Each entry is for an amount the Cardholder has agreed to; and (iii) Each entry is in all other respects properly authorized; and (h) Merchant will not sell, purchase, provide or exchange any Cardholder's account name or number information in any form to any third party except to Bank or to SPS or pursuant to written government request, and then only upon prior notice to SPS given in sufficient time to permit SPS to file a protective motion.

**2.10 Merchant Processing.** Merchant will tender to SPS for processing all of Merchant's Transactions from all Merchant locations. Merchant will not use the services of any bank, corporation, or person other than SPS for Authorization or processing of Transactions during the term of this Agreement unless Merchant notifies SPS in writing and receives written approval from SPS prior to processing with another institution.

**2.11 Additional Requirements for T&E Merchants.** If Merchant is a Travel and Entertainment (T&E) merchant providing lodging the terms of this Section shall apply. Merchant must inform Cardholder of the following regarding reservations as applicable: (a) total obligation, (b) reserved rate and the Transaction amount, (c) exact name and location of lodging company, (d) that accommodations will be held for the number of nights paid for, and (e) Merchant's cancellation policy. Merchant must determine the T&E Advance Deposit Transaction amount, not to exceed the cost of the intended length of stay, not to exceed 14 nights lodging. Deposit amounts must be applied to the total obligation. Merchant must provide a confirmation code, an advance deposit amount, cancellation policy and the actual date that cancellation privileges expire. Merchant must advise the Cardholder that it will hold accommodations according to the reservation and provide written confirmation of a Cardholder reservation if requested. Merchant must advise the Cardholder that it will retain the entire T&E Advance Deposit Transaction amount or the amount specified in Merchant's stated policy if the Cardholder does not check in by check-out time the day following the last night of lodging used to determine the deposit or cancel the reservation within the specified time frame. Merchant must complete a Transaction receipt with the following information: (i) advance deposit amount, (ii) the words "Advance Deposit" on the Transaction receipt signature line, (iii) confirmation code, (iv) scheduled check in, and (v) date and time that cancellation privileges (if any) expire without forfeiture. Merchant must mail the Cardholder a Transaction receipt copy within 3 days from the Transaction Date. Merchant shall mail to the Cardholder a Transaction receipt for cancellations within 3 days of the Transaction date. If the reserved accommodations are unavailable, Merchant must, at no charge, provide a complete refund of any deposit, comparable accommodations at an alternative establishment for the number of reserved nights not to exceed 14 or until the reserved accommodation become available, and transportation and two 3-minute telephone calls to the alternative establishment. Any Central Reservation Service must have a written contract with the lodging establishment executed by an officer of the hotel and must accept full responsibility for resolving Cardholder problems related to T&E Advance Deposit Service. The Rules include additional requirement for T&E merchants that provide car rentals or cruises.

### **ARTICLE III - PRESENTMENT, PAYMENT, CHARGEBACK; RESERVE ACCOUNTS; TYPES OF TRANSACTIONS**

**3.01 Acceptance.** Bank and SPS shall accept from Merchant all valid Sales Drafts deposited by Merchant and shall present the same to the appropriate Card Issuers for collection against Cardholder accounts. All presentment and assignment of Sales Drafts, collection therefore and re-assignment or rejection of such Sales Drafts are subject to the terms of this Agreement and the Rules. Bank shall only provisionally credit the value of collected Sales Drafts to the Account and reserves the right to adjust amounts collected to reflect the value of Chargebacks, fees, penalties, late submission charges and items for which Bank did not receive final payment. Settlement of funds will be in United States Dollars. Bank and SPS may refuse to accept any Sales Draft or revoke its prior acceptance of a Sales Draft in the following circumstances: (a) the Transaction giving rise to the Sales Draft was not made in compliance with all terms and conditions of this Agreement; (b) the Cardholder disputes his liability to Bank for any reason, including but not limited to those Chargeback rights enumerated in the Rules; or (c) the Transaction giving rise to the Sales Draft was not directly between Merchant and the Cardholder. Bank will offset from payments due to Merchant, any amount previously credited to Merchant for a Sales Draft not accepted or later revoked by Bank and SPS. Merchant shall regularly and promptly review all statements of account, banking statements, and other communications sent to Merchant and shall immediately notify SPS if any discrepancy exists between Merchant's records and those provided by SPS, the Merchant's bank, or with respect to any transfer that Merchant believes was not authorized by Merchant or Cardholder. If Merchant fails to notify SPS in writing within fourteen (14) calendar days after the date that SPS mails or otherwise provides a statement of account or other report of activity to Merchant, Merchant will be solely responsible for all losses or other costs associated with any erroneous or unauthorized transfer. The foregoing does not limit in any way Merchant's liability for any breach of this Agreement.

**3.02 Endorsement.** The presentment of Sales Drafts for collection and payment is Merchant's agreement to sell and assign its right, title and interest in each Sales Draft completed in conformity with Bank's and SPS's acceptance procedures, and shall constitute an endorsement by Merchant to Bank of such Sales Drafts. Merchant hereby authorizes Bank to supply such endorsement on Merchant's behalf. Merchant agrees that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. Sec. 365, as amended from time to time. Merchant acknowledges that its obligation to Bank and SPS for all amounts owed under this Agreement arise out of the same transaction as Bank's obligation to deposit funds to the Account.

**3.03 Transmission Method.** If Merchant utilizes electronic authorization and/or data capture services, Merchant will enter the data related to a sales or credit Transaction into a computer terminal or magnetic stripe reading terminal no later than the close of business on the date the Transaction is completed. If Merchant provides its own electronic terminal or similar device, such terminals must meet SPS's and Bank's requirements for processing Transactions. Information regarding a sales or credit Transaction transmitted with a computer or magnetic stripe reading terminal will be transmitted by Merchant to SPS or its agent(s) in the form SPS from time to time specifies, or as required under the Rules. If Bank and SPS request a copy of a Sales Draft, credit voucher or other Transaction evidence, Merchant will provide it within 3 business days following the request. The means of transmission indicated in the Application shall be the exclusive means utilized by Merchant until Merchant has provided SPS with at least 30 days prior written notice, with a copy to Bank, of Merchant's intention to change the means of such delivery or otherwise to alter in any material respect Merchant's medium of transmission of data to SPS.

**3.04 Chargebacks.** (a) Simultaneously with each Cardholder Transaction, a contingent and unmatured claim for Chargeback accrues against Merchant in favor of SPS and Bank if under the Rules, SPS or Bank is required, or has the right, to pay to Discover, MasterCard, Visa or any Debit Card Issuer any fees,

discounts, customer credits and adjustments, charges, fines, assessments, penalties or other items which may be charged back to Merchant by SPS and Bank. Merchant agrees that it is fully liable to Bank and SPS for all Chargebacks, and that Bank and SPS are authorized to offset from incoming Transactions and to debit via ACH the Account, the Reserve Account, or any other account held at any other financial institution in the amount of any Chargeback. Merchant agrees to accept for Chargeback any sale for which the Cardholder disputes the validity of the sale according to the Rules; or SPS and Bank determine that Merchant has in any way failed to comply with the Rules, this Agreement or SPS's procedures, including but not limited to the following: (i) The Sales Draft is illegible, not signed by the Cardholder or has not been presented to Bank within the required time-frames; (ii) The Sales Draft does not contain the Imprint of a valid, un-expired Card; (iii) A valid Authorization number has not been correctly and legibly recorded on the Sales Draft; (iv) The Sales Draft is a duplicate of a prior Transaction or is the result of two or more Transactions generated on one Card for a single sale; (v) The Cardholder alleges that he or she did not participate in the sale, authorize the use of the Card, receive goods or services purchased, or receive a required credit adjustment, or disputes the quality of the goods or services purchased; (vi) The price of goods or services on the Sales Draft differs from the amount which Merchant presents for payment; (vii) The Transaction results from an Internet, mail, phone or preauthorized order and the Cardholder disputes entering into or authorizing the Transaction or the Transaction has been made on an expired or non-existing account number; (viii) SPS and Bank believe, within their sole discretion, that Merchant has violated any provision of this Agreement; (ix) SPS determines that the Transaction record is fraudulent or that the Transaction is not bona fide or is subject to any claim of illegality, cancellation, rescission, avoidance or offset for any reason whatsoever, including without limitation negligence, fraud or dishonesty on the part of Merchant or Merchant's agents or employees; (x) Merchant fails to provide a Sales Draft or legible copy thereof to Bank and SPS in accordance with this Agreement. (b) Merchant acknowledges that SPS and Bank shall have full recourse to charge back the amount of a Card sale for which the Cardholder disputes that he/she did not authorize the charge if (i) the Imprint of the Card or (ii) the signature of the Cardholder was not obtained by Merchant; and (iii) Merchant shall not initiate a Transaction in an attempt to collect a Chargeback. Merchant shall be liable for all fees arising out of the Chargeback dispute processes under the Rules.

**3.05 Processing Limits.** Merchant's "Approved Monthly Volume" for sales drafts is that monthly volume set forth in the Application or as otherwise set forth in the Merchant account approval letter from SPS to Merchant or as may be later changed by SPS from time to time upon notice to Merchant. If Merchant exceeds the Approved Monthly Volume, either in the aggregate or with respect to any "method of sale": (i) SPS and Bank may suspend processing, hold the funds over the Approved Monthly Volume, and/or return all Sales Drafts evidencing funds over the Approved Monthly Volume to Merchant; and (ii) Merchant is subject to a 5% fee on all monies processed over the Approved Monthly Volume.

**3.06 Additional Requirements for Acceptance of Debit Cards.** Merchant may honor at the locations set forth on the Application debit cards ("Debit Card") serviced by the electronic funds transfer networks in connection with the sales ("Debit Card Sale") of merchandise or services to the holders of such Debit Cards ("Debit Cardholders"). Bank and/or SPS agree to accept from Merchant via electronic transmission documents evidencing such Debit Card Sales ("Sales Transmittal") and Adjustment Drafts (as defined below).

(a) **Compliance; Authorization; Other Requirements.** Merchant agrees to comply (and assume all liability for failure to comply) with the operating rules and regulations of the Networks as amended from time to time ("Network Rules"). Every Debit Card Sale must be immediately electronically authorized as directed by Bank and/or SPS ("Authorization"). When Authorization is obtained, Merchant will electronically print the authorization number on the Sales Transmittal. Merchant agrees that: (i) for each Debit Card Sale, the Debit Cardholder must enter his Personal Identification Number ("PIN") through a PIN pad located at the point of sale ("POS"); (ii) each PIN pad will be situated to permit Debit Cardholders to input their PINs without revealing them to other persons, including Merchant's personnel; (iii) Merchant will instruct personnel (a) that they may not ask any Debit Cardholder to disclose the PIN and (b) in the event that any of Merchant's personnel nevertheless becomes aware of any Debit Cardholder's PIN, such personnel will not use such PIN or create or maintain any record of such PIN, and will not disclose such PIN to any other person; (iv) the PIN message must be encrypted from the PIN pad to the POS terminal and from the POS terminal to the Network and back so that the PIN message will not be in the clear at any point in the Transaction; (v) Merchant will comply with any other requirements relating to PIN security as required by Bank or by any Network; (vi) for each Debit Card Sale a Transaction receipt in conformity with Regulation E of the Board of Governors of the Federal Reserve System will be made available to the Debit Cardholder; (vii) Merchant may not collect tax as a separate cash transaction; and (viii) POS terminals, including hardware and software, must be certified for use by Bank and by all of the Networks. POS terminals must include encrypted PIN pads which allow entry of up to sixteen character PINs, printers and a keyboard lock function. Merchants are responsible for compliance with all Rules regarding the use of POS terminals, regardless of whether such POS terminals are obtained through Bank or through SPS. Merchant will promptly initiate a refund to the customer (which may be made in cash, by an Adjustment Draft or with a check or cashier's check, as permitted by the Rules) whenever Merchant determines that a Debit Card Sale should be canceled or reversed. Merchant will cooperate with Bank and SPS, to resolve any alleged errors relating to Debit Card Sales. Merchant will maintain adequate records to assist in error resolution; records will be maintained for two years or the period required by the Rules, whichever is greater. Merchant will permit and will pay all expenses of periodic examination and audit of functions at such frequency, as SPS deems appropriate. Audits will meet SPS's standards, and the results will be made available to SPS. Merchant will not accept cash, checks or other negotiable items from any Debit Cardholder and forward a credit through any network (i.e., as a purported payment or deposit to an account maintained by the Debit Cardholder). Merchant will not forward through any network any Transaction or initiate any reversal of a Transaction that did not originate between Merchant and the Debit Cardholder.

(b) **Prevention of Fraud.** Merchant will fully cooperate with SPS and Bank in the event that Bank or SPS determines that there is a substantial risk of fraud arising from Merchant's access to the network. Merchant will take whatever actions Bank or SPS reasonably deem necessary in order to protect SPS and/or the Bank. Neither SPS, Bank nor any of their respective personnel will have any liability to Merchant for any action taken in good faith.

(c) **Display of Network Trademark(s); Protection of Trade Secrets.** In order to inform Debit Cardholders that Debit Card Sales may be transacted at Merchant's locations, Merchant will prominently display the trademark and/or service mark of each network at each location and will display signage of each network at the entrance, near all POS terminals and on the window of such location. All uses by Merchant of any trademark and/or service mark will comply with the applicable Rules. Merchant acknowledges and agrees that in displaying any such trademark and/or service mark, Merchant will be acting under SPS's and/or Bank's control and subject to approval by the applicable network. Merchant will not be deemed, under any circumstances, a licensee or sub-licensee of any trademark or service mark of any network, nor will Merchant otherwise be deemed to have or to acquire any right, title or interest in trademarks or service marks.

(d) **Returns and Adjustments.** Merchant will attempt to settle in good faith any dispute between it and a Debit Cardholder involving a Debit Card Sale. Merchant will establish a fair, consistent policy for the exchange and return of merchandise and for the adjustment of amounts due on Debit Card Sales. Merchant will not make any cash refunds or payments for returns or adjustments on Debit Card Sales but will instead complete a form provided or approved by Bank ("Adjustment Draft"). The Sales Transmittal for any Debit Card Sale for which no refund or return will be accepted by Merchant must be clearly and conspicuously marked (including on the Debit Cardholder's copy) as "final sale" or "no return" and must comply with the Rules.

(e) **Presentation of Sales Transmittals and Adjustment Drafts.** Merchant will electronically transmit to Bank all Sales Transmittals or Adjustment Drafts in a manner acceptable to Bank. Merchant will make a good faith effort to electronically transmit data within one banking business day after the Transaction date. Merchant will not extend the time of payment for or extend credit for any part of a Debit Card Sale. Merchant represents and warrants that the electronic transmission of each Sales Transmittal and Adjustment Draft will evidence a true record of the Debit Card Sale Transaction reflected on the document. Bank will process Debit Card Sales transmitted by Merchant, and Bank will promptly credit, debit or charge, as applicable, the appropriate amount to the Account. Within a reasonable time after the end of each calendar month, Bank will calculate the applicable amount of fees and other charges owed by Merchant, and Bank will debit the Account in the amount of such fees and other charges. The amount of such fees to be paid by Merchant are set forth on Schedule of Fees in the Application. Such fees may be amended at any time by Bank and/or SPS upon written notice to Merchant. Bank may refuse to accept or may revoke its acceptance of any Sales Transmittal or Adjustment Draft, and Bank may debit, charge or credit the Account in the corresponding amount, if: (i) the Debit Card was completed without prior Authorization; (ii) the Sales Transmittal or Adjustment Draft involved circumstances constituting a breach of any agreement, representation, or warranty by Merchant; (iii) the Debit Card Sale was in violation of applicable law, the Rules or regulations; (iv) the Debit Cardholder is Merchant, any partner or shareholder in Merchant, or any affiliate, spouse or immediate family

member of any of them; (v) the Debit Card Sale was not made in connection with the sale of goods or services by Merchant. Bank may refuse or revoke the acceptance of any Sales Transmittal or Adjustment of Sales Transmittal upon the occurrence of any of the following events, and Bank may charge, debit or credit the Account in the corresponding amount if: (a) Merchant defaults in paying when due any obligation to Bank or SPS; (b) any material adverse change in Merchant's financial condition occurs; (c) any deposit account at Bank or any of Merchant's property in the possession of Bank is garnished or attached; (d) Merchant assigns its assets generally for the benefit of creditors; (e) a proceeding is commenced by or against it under any bankruptcy, insolvency or similar law seeking an order to adjudicate it a bankrupt or insolvent or other relief, or seeking appointment of a receiver or similar official for Merchant or for any substantial part of Merchant's assets. Merchant will notify Bank and/or SPS in writing immediately upon becoming aware that any such event has occurred or is likely to occur. Bank will notify Merchant promptly of all Adjustment Drafts. Additionally, Bank will advise Merchant on each debit, charge and credit processed to the Account. Merchant authorizes Bank to charge debits arising from this Agreement against any credit due Merchant, whether or not such charges create overdrafts or a debit balance in the Account. Merchant agrees to pay Bank or SPS, as applicable, the full amount of any such overdraft or debit balance or to replenish the Account in an amount sufficient to permit the amount of the charge to be made, as applicable, promptly upon request. Merchant further authorizes Bank to suspend in a segregated account amounts which otherwise would be credited to the Account if Bank or SPS reasonably believe that the Sales Transmittals submitted by Merchant are fraudulent. Bank or SPS will notify Merchant of the suspension of such amounts within a reasonable time; provided, however, that such notice will not be required if the appropriate law enforcement agency has been notified of the suspected fraud.

#### **ARTICLE IV – GATEWAY PROGRAMMING**

**4.01 Applicability to this Agreement.** In addition to all the other provisions of this Agreement, the provisions of this Article IV shall apply if Merchant utilizes web services from SPS, including the SPS payments gateway, vault services, any application program interface, code samples, web services, integration specifications, and any offline components (collectively “**Web Services**”).

**4.02 Programming of Web Site.** While SPS provides specific APIs or programming scripts to Merchant or Merchant's Web site programmer(s), Merchant acknowledges that such sample programming scripts are insufficient in and of themselves to allow Merchant's Web site to function with the Web Services. Programming of Merchant's Web site and its functionality are the sole responsibility of Merchant.

**4.03 Merchant's Programming Agent.** Merchant has the sole responsibility to select and employ any competent programming agent to accomplish the programming required to make Merchant's Web site function correctly with the Web Services.

**4.04 Fees Subject to Fluctuation.** Fees for the electronic commerce payment system offered by SPS may be based on the number and/or volume of monthly transactions processed by the Merchant. Thus, notwithstanding anything to the contrary herein, the provisions of this Agreement which require notice prior to a change in fees shall not apply to any transactions or services covered by this Article 4.

**4.05 Technical Support.** Merchant shall be solely responsible for all technical support for Web site-related issues.

**4.06 Shut Downs/Updates.** SPS reserves the right, from time to time, without prior notice, to shut down and restart the Web Services for maintenance and/or Web Services upgrades or updates for any time periods that may be deemed absolutely necessary. SPS will use commercially reasonable efforts to keep service shut downs as brief as possible. Merchant must monitor updates and upgrades to the Web Services and update Merchant's Web site and programming accordingly.

**4.07 Disclaimer.** SPS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE WEB SERVICES OR ANY CONTENT STORED THEREIN. SPS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE WEB SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (B) THE WEB SERVICES WILL MEET MERCHANT'S REQUIREMENTS OR EXPECTATIONS. THE WEB SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SPS AND ITS LICENSORS.

#### **ARTICLE V - TERMINATION AND EFFECT OF TERMINATION**

**5.01 Term: Termination.** (a) Sage Merchant Processing Account shall have an initial term of three (3) years and Sage Mobile Payments Account shall have an initial term of one (1) month (respectively the “**Initial Term**”) and shall commence on the earlier of (i) SPS's acceptance hereof (evidenced by the execution of the Agreement by SPS); (ii) the date of written notice from SPS that Merchant's application is approved for processing; or (iii) the date on which Merchant's first Transaction is processed, and (iv) shall automatically renew as follows: (1) Sage Merchant Processing Account shall renew for consecutive (2) year terms; and (2) Sage Mobile Payments Account shall renew on a month-to-month basis (respectively the “**Renewal Term**”), and unless terminated as set forth below; (b) This Agreement may be terminated by any party effective at the end of the Initial or any Renewal Term by providing written notice to the other parties of its intent not to renew no less than thirty (30) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated: (i) by SPS and Bank at any time with or without cause, and without prior notice, and (ii) by Merchant in the event of a material breach of the terms of this Agreement by SPS and Bank, provided Merchant provides SPS and Bank written notice of the alleged breach and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. (c) Upon early termination of this Agreement by Merchant, or by SPS should Merchant breach any of the terms of this Agreement during the Initial Term or any Renewal Term, Merchant shall pay to SPS an early termination fee equal to (i) Sage Merchant Processing Account—twenty-five dollars (\$25.00) for every month remaining in any such Term or Renewal Term for each Merchant location; (ii) Sage Mobile Payments Account - no early termination fee (respectively the “**Early Termination Fee**”). In addition to the Early Termination Fee, Merchant shall pay any fees, fines, third party costs or penalties which SPS may be assessed due to Merchant's breach of this Agreement and/or early termination. To the extent that applicable state law mandates lesser termination fees, the Early Termination Fee shall be the maximum allowed by applicable law. Merchant will not owe the Early Termination Fee if Merchant elects not to renew the Agreement upon the expiration of the then current term by providing written notice in accordance with this paragraph. All rights and obligations of the parties existing as of the effective time of termination will survive termination; (d) Within SPS's and Bank's sole discretion, if Merchant's or any of its principal(s)' business or personal credit deteriorates, if any significant circumstances exist that would create harm or loss to the goodwill of a card association or payment network system, or if any case or proceeding is commenced by or against Merchant under any federal or state law dealing with insolvency, bankruptcy, receivership or other debt relief, this Agreement shall simultaneously therewith automatically terminate, and any amounts due to Bank and SPS shall accelerate and become immediately due and payable, without the necessity of any notice, declaration or other act whatsoever by Bank and SPS. Merchant agrees to notify SPS and/or Bank immediately of any bankruptcy, receivership, insolvency or similar action initiated by or against Merchant.

**5.02 Effect of Termination.** (a) In the event of termination for any reason, Merchant expressly authorizes Bank and SPS to withhold and discontinue the disbursement for all Cards and other payment Transactions of Merchant in the process of being collected and deposited; (b) Collected funds will be placed in the Reserve Account (defined below) until Merchant pays any equipment and processing cancellation fees and any outstanding charges, losses or amounts for which Merchant is liable under this Agreement. Further, Bank reserves the right to require Merchant to deposit additional amounts based upon Merchant's processing history and/or anticipated risk of loss to Bank into the Reserve Account. The Reserve Account shall be maintained a minimum of 270 days after the termination date and for any reasonable period thereafter, during which Cardholder disputes may remain valid under the Rules. The provisions of this Agreement relating to the debiting and crediting of the Account shall be applied to the Reserve Account and shall survive termination of this Agreement until Bank terminates the Reserve Account. Any balance remaining after Chargeback rights have expired and all other expenses, losses and damages have been paid will be disbursed to Merchant; (c) Merchant expressly acknowledges that the MATCH system and Early Termination File (collectively, the “MATCH”) is a maintained by MasterCard and Visa and contains the business name and the names and identification of principals of Merchant which have been terminated for one or more of the reasons specified in the Rules. Such reasons include, but are not limited to: fraud, counterfeit paper, unauthorized Transactions, excessive Chargebacks or highly suspect activity. Merchant acknowledges that SPS and Bank are required to report the

business name of the Merchant and the names and identification of its principals to MATCH when Merchant is terminated for such reasons. Merchant consents to such reporting to the card associations and/or payment networks as applicable by Bank and SPS. Further, Merchant waives and will hold harmless Bank and SPS from any claims that Merchant may raise because of such reporting; (d) Upon termination for any reason, Merchant will immediately cease requesting Authorizations and will cease transmitting Sales Drafts to Bank and SPS. In the event Merchant obtains any Authorization after termination, Merchant expressly acknowledges and agrees that the fact that any Authorization was requested or obtained shall not operate to reinstate this Agreement; (e) Following termination, Merchant shall upon request provide Bank and SPS with all original and microfilm copies of Sales Drafts and Credit Vouchers to be retained as of the date of termination.

#### **ARTICLE VI - ACCOUNTS; SECURITY INTERESTS; INDEMNIFICATION**

**6.01 Accounting Monitoring.** (a) Merchant agrees that SPS and Bank may suspend, within their sole discretion, the disbursement of Merchant's funds for any reasonable period of time required to investigate suspicious or unusual deposit activity. SPS and Bank will make good faith efforts to notify Merchant promptly. SPS and Bank shall have no liability for any losses, either direct or indirect, which Merchant may attribute to any suspension of funds disbursement; (b) In the event of unusual Transactions that have been "suspended" and cannot be verified as valid sales or have been verified as Cardholder disputes, Merchant agrees that a security processing fee not to exceed 110% of the unusual Transaction(s) may be assessed; (c) Merchant's presentation to SPS and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this Agreement. "Excessive Activity" refers to any period of two or more calendar months during which Merchant has a Chargeback ratio that exceeds 1% by number of Transactions or a Chargeback ratio that exceeds 1% by dollar volume. Merchant authorizes, upon the occurrence of Excessive Activity, Bank and SPS to take additional actions as either of them may deem necessary, including, but not limited to, suspension of processing privileges, increase of any fees that may be charged to Merchant and/or creation or maintenance of a Reserve Account in accordance with this Agreement.

**6.02 Forms.** Merchant shall use only such forms or modes of transmission of Sales Drafts and Credit Vouchers as are provided or approved in advance by SPS and Bank, and Merchant shall not use forms provided by Bank and SPS other than in connection with Card Transactions without SPS's and Bank's prior written consent.

**6.03 Records.** In addition to any records routinely furnished to SPS and Bank under this Agreement, Merchant shall preserve a paper or microfilm copy of all actual paper Sales Drafts, Credit Vouchers and Debit Card Sales and, if a mail, phone order or preauthorized order is involved, the Cardholder's signed authorization for the Transaction, for at least 3 years after the date Merchant presents the Transaction. If Records and/or data on SPS's system associated with Merchant are subpoenaed by legal process or otherwise, SPS shall produce such records in accordance with the subpoena without notice to Merchant.

**6.04 Requests for Copies.** Within 3 days of receipt of any written or verbal request by Bank and SPS, Merchant shall provide either the actual paper Sales Draft, Credit Voucher and/or Debit Card Sales or a legible copy thereof (in size comparable to the actual voucher or draft) and any other documentary evidence available to Merchant and reasonably requested by Bank or SPS to meet Bank's obligations under law (including its obligations under the Fair Credit Billing Act) or otherwise to respond to questions concerning Cardholder accounts.

**6.05 IRS Withholdings and Reporting.** Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as SPS, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each Merchant processing through SPS. Merchant shall verify its identity by providing SPS with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Merchant Account. In the event Merchant fails to provide its TIN, SPS will place a restriction on Merchant's Account and may restrict the receipt of funds into Merchant's Account, or withhold a percentage of payments deposited into Merchant's Account in order to satisfy the backup withholding requirements of the IRS.

**6.06 Security Interests, Reserve Account, Recoupment and Set-Off.** (a) This Agreement is a security agreement under the Uniform Commercial Code. Merchant grants to Bank and SPS a security interest in and lien upon: (i) the Account (as set forth in Section 6.10) and all funds at any time in the Account, whatever the source of such funds, (ii) the Reserve Account (as defined below) and all funds at any time in the Reserve Account, whatever the source of such funds, (iii) future Sales Drafts, (iv) all Merchant's rights relating to this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement; and (v) all Merchant deposit accounts now owned or hereafter acquired and the proceeds of all of the foregoing (collectively, the "Secured Assets"). Upon request of Bank and SPS, Merchant will execute one or more financing statements or other documents to evidence this security interest. Merchant irrevocably authorizes bank to execute any financing statements or other documents necessary related to this security interest. Merchant represents and warrants that no other party has a security interest in the Secured Assets. These security interests and liens will secure all of Merchant's obligations under this Agreement and any other agreements between Merchant, SPS and Bank including, but not limited to, Merchant's obligation to pay any amounts due to Bank and SPS. With respect to such security interests and liens, Bank and SPS will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. Merchant will obtain from Bank and SPS written consent prior to granting a security interest of any kind in the Secured Assets to a third party; (b) SPS may establish and maintain a non-interest bearing account ("Reserve Account") in the name of Bank at any federally insured financial institution, with sums provided by Merchant that are sufficient to satisfy Merchant's current or future obligations as determined by Bank and SPS: (i) Bank and SPS shall have the right to initiate a debit to the Account or any other account at any institution to establish or maintain funds in the Reserve Account. Bank or SPS may deposit into the Reserve Account funds they would otherwise be obligated to pay Merchant, for the purpose of establishing or maintaining the Reserve Account in accordance with this Section, if they determine such action is reasonably necessary to protect their interests; (ii) Bank, on its own behalf or at SPS's request, may, without notice to Merchant, apply deposits in the Reserve Account against any outstanding amounts Merchant owes under this Agreement or any other agreement between Merchant and Bank or SPS. SPS or Bank may exercise their rights under this Agreement to collect any amounts due to Bank or SPS including, without limitation, rights of set-off and recoupment. Merchant shall have no right to withdraw funds or debit the Reserve Account. In the event of a bankruptcy proceeding, Bank and SPS may exercise their rights under this Agreement to debit the Reserve Account for amounts due Bank and SPS regardless of the pre-petition or post-petition nature of the amount due Bank and/or SPS. In the event of a bankruptcy proceeding, Merchant also agrees that it will not contest any Motion for Relief from the Automatic Stay, which Bank and SPS may file to debit the Reserve Account. As set forth in Section 5.02, funds in the Reserve Account will remain in the Reserve Account for a minimum of 270 days following termination. Bank will have sole control of the Reserve Account. In the event of a bankruptcy proceeding, Bank and SPS do not consent to the assumption of this Agreement. Nevertheless if this Agreement is assumed Merchant agrees that, in order to establish adequate assurance of future performance within the meaning of 11 U.S.C. Sec. 365, as amended from time to time, Merchant must establish or maintain a Reserve Account in an amount satisfactory to Bank and SPS; (c) Bank and SPS have the right of recoupment and set-off. This means that they may offset any outstanding/uncollected amounts owed to them from: (i) any amounts they would otherwise be obligated to deposit into the Account, and (ii) any other amounts SPS and Bank may owe Merchant under this Agreement or any other agreement; (d) The rights conferred upon Bank and SPS in this Section are not intended to be exclusive of each other or of any other rights and remedies of Bank and SPS under this Agreement, at law or in equity. Rather, each and every right of Bank and SPS at law or in equity will be cumulative and concurrent and in addition to every other right.

**6.07 Third Parties.** (a) Merchant may be using special services or software provided by a third party to assist Merchant in processing Transactions, including authorizations and settlements, or accounting functions. Merchant is responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure Merchant has and complies with any software updates. SPS and Bank have no responsibility for any transaction until that point in time SPS receives data about the transaction; (b) Merchant will notify SPS immediately if Merchant decides to use electronic authorization or data capture terminals or software provided by any entity other than SPS or its authorized designee ("third party terminals") to process Transactions. If Merchant elects to use third party software or terminals, Merchant agrees (i) the third party providing the software or terminals will be Merchant's agent in the delivery of Transactions to Bank via Visa Net or a similar data processing system or network; and (ii) to assume full responsibility and liability for any failure of that third party to comply with the Rules or this Agreement. Neither Bank nor SPS will be responsible for any losses or additional fees incurred by Merchant as a result of any error by a third party agent or a malfunction in a third party's software or terminal.

**6.08 Modifications to Agreement.** This Agreement is subject to amendment to conform to the Rules. Further, SPS and Bank may, from time to time, amend any provision of this Agreement, including, without limitation, those relating to the discount rate or to other fees and charges payable by Merchant

by providing written notice, including electronic written notice, to Merchant of the amendment, and the amendment shall become effective unless Bank and SPS receive Merchant's notice of termination of this Agreement within 7 days. Amendments due to changes in either card association's or payment network's fees, interchange, assessments, Rules or any law or judicial decision may become effective on such shorter period of time as SPS and Bank may specify if necessary to comply with the applicable Rule, law or decision.

**6.09 Limitation of Liability: Indemnity.** (A) THE LIABILITY, IF ANY, OF BANK AND SPS UNDER THIS AGREEMENT WHETHER TO MERCHANT OR TO ANY OTHER PARTY, WHATEVER THE BASIS OF THE LIABILITY, SHALL NOT EXCEED IN THE AGGREGATE THE DIFFERENCE BETWEEN (I) THE AMOUNT OF FEES PAID BY MERCHANT TO SPS AND BANK DURING THE MONTH IN WHICH THE TRANSACTION OUT OF WHICH THE LIABILITY AROSE OCCURRED, AND (II) ASSESSMENTS, CHARGEBACKS, AND ANY OFFSETS AUTHORIZED UNDER THIS AGREEMENT AGAINST SUCH FEES WHICH AROSE DURING SUCH MONTH. IN THE EVENT MORE THAN ONE MONTH IS INVOLVED, THE AGGREGATE AMOUNT OF SPS AND BANK'S LIABILITY SHALL NOT EXCEED THE LOWEST AMOUNT DETERMINED IN ACCORD WITH THE FOREGOING CALCULATION FOR ANY ONE MONTH INVOLVED. IN NO EVENT WILL BANK, SPS, NOR ITS OR THEIR OFFICERS, AGENTS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES; (B) MERCHANT HEREBY AGREES TO INDEMNIFY AND HOLD BANK, SPS AND ITS AND/OR THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY CLAIM RELATING TO: (I) ANY DISPUTE BETWEEN MERCHANT AND A DEBIT CARDHOLDER WITH RESPECT TO THE ALLEGED OR ACTUAL FAILURE BY MERCHANT TO PROCESS A TRANSACTION AS REQUESTED BY SUCH DEBIT CARDHOLDER OR TO PROVIDE PHYSICAL SECURITY AT OR NEAR ANY TERMINALS OR OTHER PREMISES OF MERCHANT, OR THE TRANSMISSION OR DISCLOSURE OF ANY INFORMATION BY OR THROUGH SPS, (II) THE TRANSMISSION OF ANY INCORRECT OR INCOMPLETE INFORMATION TO A CUSTOMER OF ANY NETWORK MEMBER THROUGH THE NETWORK REGARDING AN ACCOUNT MAINTAINED BY SUCH CUSTOMER, OR THE DISCLOSURE THROUGH SUCH NETWORK TO ANY PARTY OF INFORMATION RELATING TO ANY SUCH ACCOUNT; AND (III) MERCHANT'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT AND APPLICABLE LAWS, RULES AND/OR REGULATIONS, INCLUDING WITHOUT LIMITATION DISPUTES RESULTING FROM MERCHANT'S FAILURE TO PROVIDE A SALES TRANSMITTAL. MERCHANT FURTHER AGREES TO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ALL CLAIMS, LIABILITY AND EXPENSES ARISING OR RESULTING FROM ANY DISPUTE OR CLAIM MADE AGAINST BANK AND/OR SPS BY ANY THIRD PARTY ARISING OUT OF MERCHANT'S BREACH OF THIS AGREEMENT OR THE RULES. FURTHER, MERCHANT SHALL REIMBURSE BANK OR SPS, AS THE CASE MAY BE, FOR ALL EXPENSES AND COSTS, INCLUDING ATTORNEY'S FEES, WITH REGARD TO THE FORGOING; (C) NEITHER BANK NOR SPS MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY SERVICES IT PERFORMS IN ACCORDANCE WITH THIS AGREEMENT, AND NOTHING CONTAINED IN THE AGREEMENT WILL CONSTITUTE SUCH A WARRANTY. SPS AND BANK DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**6.10 Account.** (a) Merchant will establish and maintain an account at Bank or at any federally insured financial institution ("Account") reasonably approved by Bank in the United States. Merchant will maintain sufficient funds in the Account to satisfy all obligations, including fees, contemplated by this Agreement. Merchant irrevocably authorizes SPS and/or Bank to debit the Account for Chargebacks, fees and any other penalties or amounts owed under this Agreement. Merchant must obtain prior written consent from Bank and SPS to change the Account. If Merchant does not obtain that consent, SPS or Bank may immediately terminate the Agreement and may take other action necessary, as determined by them within their sole discretion; (b) Bank will deposit all Sales Drafts to the Account subject to Section 3.01 of this Agreement. Merchant authorizes Bank and SPS to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant conditional credit for any entry; (c) Bank, in its sole discretion, may grant Merchant provisional credit for Transaction amounts in the process of collection, subject to receipt of final payment by Bank and SPS and subject to all Chargebacks and other amounts owed to Bank and SPS under this Agreement; (d) Merchant shall promptly examine all statements relating to the Account, and immediately notify SPS and Bank in writing of any errors. Merchant's written notice must include: (i) Merchant name and account number, (ii) the dollar amount of the asserted error, (iii) a description of the asserted error, and (iv) an explanation of why Merchant believes an error exists and the cause of it, if known. That written notice must be received by SPS and Bank within 60 days after Merchant received the periodic statement containing the asserted error and failure to provide such notice shall bar any claim of errors. **MERCHANT MAY NOT MAKE ANY CLAIM AGAINST BANK OR SPS FOR ANY LOSS OR EXPENSE RELATING TO ANY ASSERTED ERROR FOR 60 DAYS IMMEDIATELY FOLLOWING RECEIPT OF MERCHANT'S WRITTEN NOTICE.** During that 60 day period, SPS and Bank will be entitled to investigate the asserted error, and Merchant will not incur any cost or expense in connection with the asserted error without notifying SPS; (e) Merchant will indemnify and hold SPS and Bank harmless for any action they take against the Account pursuant to this Section. Merchant will also indemnify and hold harmless the institution at which Merchant maintains the Account for acting in accordance with any instruction from Bank or SPS regarding the Account. This Section will survive termination of this Agreement; (f) Merchant authorizes Bank and SPS to initiate debit/credit entries to the Account, as the Account may be changed from time to time, and to any other account maintained by Merchant at any institution that is a receiving bank of ACH, all in accordance with this Agreement. In the event Merchant changes the Account, Merchant will notify SPS, with a copy to Bank, and this authorization will apply to the new Account. This authorization will be effective until both: (i) SPS and Bank have received written notification from Merchant terminating this authorization, and (ii) all obligations of Merchant to SPS and Bank have been paid in full. Merchant will provide to SPS and Bank a voided Account check, and will fill in the Account numbers on the Application.

**6.11 Fees and Other Amounts Owed.** (a) Merchant shall pay the fees and charges as set forth on the Schedule of Fees included on the Application, the provisions of which are incorporated herein by reference. Unless otherwise noted, Merchant shall pay all fees monthly, with the exception of the Discount Fee and/or interchange, which shall be paid either monthly or daily, as determined by SPS in its sole discretion. Merchant may choose, however, to pay the discount fee on a daily basis by notice to SPS. The Account will be debited through ACH for such amounts and for any other fees, charges or adjustments incurred by Merchant and associated with processing services. Merchant is also obligated to pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement. Bank and SPS shall have the right to change fees, including adding fees for additional services utilized by Merchant, in accordance with Section 6.08. Interchange Pass Through pricing ("IPT") as specified on Application is comprised of interchange, fees, dues, and assessments assessed by card association. Cost-Plus pricing ("CP") is comprised of IPT plus \$.10 per settled item. Merchant may call SPS customer service with any questions regarding pricing, qualifications exceptions, and billing. SPS does not refund fees for returns.; (b) Merchant will immediately pay SPS and Bank any amount incurred by SPS attributable to this Agreement or any other agreement between Merchant and SPS or any subsidiary or affiliate of SPS, including but not limited to equipment fees, Chargebacks, fines imposed by a third party, non-sufficient fund fees, and ACH debits that overdraw the Account, Reserve Account, or are otherwise dishonored. Merchant authorizes SPS and Bank to debit via ACH the Account, Reserve Account, any other account Merchant has with SPS, an affiliate or subsidiary of SPS, Bank or at any other financial institution for any amount Merchant owes under this Agreement or under any other contract, note, guaranty, or dealing of any kind now existing or later entered into between Merchant and SPS or any subsidiary or affiliate, whether Merchant's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. In the event such ACH does not fully reimburse SPS and Bank for the amount owed, Merchant will immediately pay SPS and Bank such amount.

**6.12 Costs.** Merchant will be liable for and will indemnify and reimburse SPS and Bank for all costs paid or incurred by SPS or Bank in the enforcement of this Agreement, including but not limited to attorneys' and investigators' fees, or in collecting any amounts due from Merchant or resulting from any breach by Merchant of this Agreement.

#### **ARTICLE VII- MISCELLANEOUS**

**7.01 Waiver.** Failure by Bank or SPS to enforce one or more of the provisions of this Agreement shall not constitute a waiver of the right to enforce the same or other provision in the future. The waiving party must sign all waivers.

**7.02 Notices.** All notices and other communications required or permitted under this Agreement shall be deemed delivered when sent by e-mail or mailed, postage prepaid, addressed as follows:

|   |  |
|---|--|
| <p><b>If to SPS:</b><br/> <b>Sage Payment Solutions</b><br/> <b>1750 Old Meadow Road, Suite #300</b><br/> <b>McLean, Virginia 22102</b><br/> <b>Attn: Chief Financial Officer</b></p> | <p><b>If to Bank:</b><br/> <b>BMO Harris N.A.</b><br/> <b>111 W. Monroe</b><br/> <b>Chicago, IL 60603</b><br/> <b>Attn. Customer Service</b></p> |
|---|--|

If to Merchant, at the address provided as the billing address and to the contact listed on the Application or e-mail.

**7.03 Choice of Law: Jurisdiction.** This Agreement and all matter related thereto shall be construed in accordance with the laws of the Commonwealth of Virginia except those rules relating to conflicts of laws. Any action or proceeding arising out of or related to this Agreement shall be brought only in a court located in located in Fairfax County, Virginia. Each party expressly consents to the jurisdiction of such courts.

**7.04 Entire Agreement: Assignability.** This Agreement, including the Application, these Terms and Conditions of Merchant Application and any supplementary documents indicated herein, expresses the entire understanding of the parties with respect to its subject matter and except as provided herein, may be modified only in writing executed by all parties. This Agreement may be assigned by SPS and Bank, but may not be assigned by Merchant, directly or by operation of law, without the prior written consent of Bank and SPS. In the event, for whatever reason, Application does not meet standard underwriting criteria, and satisfies only sub-standard underwriting criteria, Merchant acknowledges the completed Application may be forwarded to an alternative Member processor for review and approval. If Merchant nevertheless assigns this Agreement without such consent, the Agreement will be binding on the assignee. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. .

**7.05 Credit and Financial Inquiries: Inspections.** (a) Merchant authorizes Bank and SPS to make, at any time, any credit inquiries which either may consider necessary to accept or review acceptance of this Agreement or investigate Merchant's deposit or Card acceptance subsequent to acceptance of this Agreement. Such inquiries shall include, but are not limited to, a credit check of the business including its proprietor, partners, principal owners or officers. If requested to do so by Bank or SPS, Merchant shall provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements, income tax and business tax returns and other financial information as Bank or SPS may consider necessary to perform initial or periodic reviews of Merchant's financial stability and business practices; (b) Merchant may honor Cards only at locations approved by SPS and Bank. Additional locations may be added, subject to SPS and Bank's written approval. All current and future locations are bound by the terms and conditions of this Agreement. Either Merchant or SPS may delete any location by providing notice as provided in this Agreement; (c) Merchant agrees to permit Bank or SPS at any time from time to time, to inspect locations to confirm that Merchant has or is adhering to the terms of this Agreement and is maintaining the proper facilities, equipment, inventory, records and license or permit (where necessary) to conduct its business. However, nothing in this Section shall be deemed to waive Merchant's obligation to comply in all respects with the terms of this Agreement; (d) Representatives of Bank or SPS may, during normal business hours, inspect, audit and make copies of Merchant's books, accounts, records and files pertaining to any Card Transaction.

**7.06 Marketing of Non-Bankcard Services by SPS.** From time to time, SPS may offer to Merchant certain additional products and services which may or may not be related to the processing of credit card Transactions. Merchant consents to receipt of promotional materials via email and fax regarding such other products and services.

**7.07 Attorneys' Fees.** Merchant will be liable for and will indemnify and reimburse bank and/or SPS for all attorneys' fees and other costs and expenses paid or incurred by Bank and/or SPS in the enforcement of this Agreement, or in collecting any amounts due from merchant to Bank and/or SPS or resulting from any breach by Merchant of this Agreement.

**7.08 Signature.** Merchant represents and warrants that the person executing this Agreement is duly authorized to bind Merchant to all provisions of this Agreement, and that such person is authorized to execute any documents and to take any action on behalf of Merchant, which may be required by SPS now or in the future. Merchant will execute a separate Entity Certification, as set out below, if requested to do so by SPS and Bank.

**7.09 Force Majeure.** The delay or inability of party to perform its obligations hereunder when required (other than Merchant's payment obligations) if caused by events of Force Majeure, as defined herein, shall not constitute a breach or default and shall not subject such party to liability to any other party so long as such Force Majeure event exists. Force Majeure events shall include, without limitation, civil disturbances, epidemics, natural disasters, wars, acts of terrorism, acts of God, economic downturn and all other such events outside the control of the parties that make it impossible for one party to comply with its obligations hereunder.

**7.10 General.** If any provision of this Agreement is illegal or unenforceable, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the illegal provision is not contained in the Agreement. Merchant is responsible for its employees' actions while in its employ. The parties do not intend to confer any benefits on any person or entity other than Merchant, Bank and SPS. Article I, Sections 3.02, 3.04, Article V, Article VI, Article VII and any other provision that by their nature should survive termination will survive expiration or termination of this Agreement.

# Sage Payment Solutions

1750 OLD MEADOW RD STE 300, MCLEAN, VA 22102-4304 |  
 Sage Payment Solutions is a registered ISO/MSP of BMO Harris Bank N.A. ®

## MERCHANT PROCESSING APPLICATION

Referral

Lead Source

Merchant Call In

Sage Payment Solutions is a registered ISO/MSP of BMO Harris Bank N.A. ®

|                            |                               |                 |                           |                         |                                   |
|----------------------------|-------------------------------|-----------------|---------------------------|-------------------------|-----------------------------------|
| Settlement Bank            | BMO Harris Bank N.A.          | Auth Network    | Visanet/TSYS              | Settle Network          | Vital                             |
| Office                     | Sage Call Center              | Office Phone    | 8002610240                | Application ID          | 188522                            |
| Application Date           | 9/25/2014 12:00:00 AM         | Contractor Name | Richard Mitchell          | Association             | Net1 Call Center                  |
| <b>General Information</b> |                               |                 |                           |                         |                                   |
| Type of Ownership          | Government (Fed,St,Local)     | Business Open   | 1/1/1962                  | Existing M/D            |                                   |
| Legal Business Name        | City of Yukon                 |                 |                           | Business Name           | City of Yukon - Court - CP        |
| Mailing/Billing Address    | 500 W Main St., PO Box 850500 |                 |                           | Location Address        | 500 W Main St., PO Box 850500     |
| City                       | Yukon                         | State           | OK                        | Zip                     | 73085                             |
| Phone                      | (405) 350-8949                | Fax             | (405) 350-0011            | Phone                   | (405) 350-8949 Fax (405) 350-0011 |
| Contact                    | Gary Cooper                   | Email           | gcooper@cityofyukonok.gov | Customer Service Number | (405) 354-1895                    |
| D & B                      |                               | Web Site        | www.cityofyukonok.gov     |                         |                                   |

Number of Locations

|   |               |             |    |                   |                           |
|---|---------------|-------------|----|-------------------|---------------------------|
| <b>Tax Information</b>                          |               |             |    |                   |                           |
| Name (as it appears on your Federal Tax Return) | City of Yukon |             |    |                   |                           |
| Federal Tax ID                                  | 736005519     | State Filed | OK | Type of Ownership | Government (Fed,St,Local) |

I CERTIFY THAT I AM A FOREIGN ENTITY / NON-RESIDENT ALIEN

I CERTIFY THAT I AM PROVIDING AUTHORIZATION FOR THE ELECTRONIC ISSUANCE OF IRS FORM 1099

| Owner/Officer 1 | 0%                            | Owner/Officer 2 | 0%             |
|-----------------|-------------------------------|-----------------|----------------|
| Name            | Ken Smith                     | Name            |                |
| Title           | Mayor                         | Title           |                |
| Address         | 500 W Main St., PO Box 850500 | Address         |                |
| City            | Yukon                         | State           | OK             |
| Zip             | 73085                         | Phone           | (405) 350-8949 |
| Email           | gcooper@cityofyukonok.gov     | Email           |                |
| SSN             | 999-99-9999                   | DOB             |                |

|   |                               |  |   |
|---|-------------------------------|--|---|
| <b>Member Bank (Acquirer) Information</b> |                               | <b>Important Member Bank (Acquirer) Responsibilities</b> |   |
| Acquirer Name                             | BMO Harris Bank N.A.          | 1  | A Discover/Visa/MasterCard Member is the only entity approved to extend acceptance of Discover/Visa/MasterCard products directly to a merchant                                |
| Acquirer Address                          | 150 N Martindale Rd Suite 900 | 2  | A Discover/Visa/MasterCard Member must be a principal (signer) to your Merchant Agreement   |
| Acquirer City                             | Schaumburg                    | 3  | The Discover/Visa/MasterCard Member is responsible for educating Merchant on the pertinent Discover/Visa/MasterCard Operating Regulations with which the Merchant must comply |
| Acquirer State, Zip                       | IL, 60173                     | 4  | The Discover/Visa/MasterCard Member is responsible for and must provide settlement funds to the merchant  |
| Acquirer Phone                            | (847) 240-6600                | 5  | The Discover/Visa/MasterCard Member is responsible for all funds held in reserve that are derived from settlement   |

|                             |                               |  |  |
|-----------------------------|-------------------------------|--|--|
| <b>Merchant Information</b> |                               | <b>Important Merchant Responsibilities</b> |  |
| Merchant Name               | City of Yukon - Court - CP    | 1  | Ensure compliance with cardholder data security and storage requirements |
| Merchant Address            | 500 W Main St., PO Box 850500 | 2  | Maintain fraud and chargeback thresholds.                                |
| Merchant City               | Yukon                         | 3  | Review and Understand the terms of the Merchant Agreement                |
| Merchant State, Zip         | OK, 73085                     | 4  | Comply with Discover/Visa/MasterCard Operating Regulations               |
| Merchant Phone              | (405) 350-8949                |  |  |

THE RESPONSIBILITIES LISTED ABOVE DO NOT SUPERCEDE TERMS OF THE MERCHANT AGREEMENT AND ARE PROVIDED TO ENSURE THE MERCHANT UNDERSTANDS SOME IMPORTANT OBLIGATIONS OF EACH PARTY AND THAT THE DISCOVER/VISA/MASTERCARD MEMBER (ACQUIRER) IS THE ULTIMATE AUTHORITY SHOULD THE MERCHANT HAVE ANY PROBLEMS

X \_\_\_\_\_

MERCHANT SIGNATURE

\_\_\_\_\_

MERCHANT PRINTED NAME & TITLE

\_\_\_\_\_

DATED

Merchant Agreement

PLEASE NOTE The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages



| Underwriting Profile  |                          |                              |                    |                      |
|-----------------------|--------------------------|------------------------------|--------------------|----------------------|
| Type Of Business:     | Retail                   | Seasonal:                    | False              | Seasonal High Months |
| Business Description: | Municipal Court Services |                              |                    |                      |
| Return Policy:        | Other                    | Days Until Product Delivery: | 0                  |                      |
| Monthly Volume:       | \$14,000.00              | Method of Sales:             | % of Products Sold |                      |
| Average Ticket:       | \$70.00                  | Card Present Swiped          | 85%                | Consumer Sales 60%   |
| Highest Ticket:       | \$3,000.00               | Card Present keyed           | 15%                | Business Sales 40%   |
| Discount Paid:        | Monthly                  | Card Not Present             | 0%                 | Government Sales 0%  |

#### Billing Questionnaire

Please explain your billing / delivery policy:

- Full payment upfront with \_\_\_\_\_ days until product / service delivery
- Partial payment required up front with \_\_\_\_\_ % and within \_\_\_\_\_ days until final product / service delivery
- Payment received after product / service is provided.

If product / service delivery requires recurring billing, please explain available billing options:

- Monthly  Quarterly  Semi-Annually  Annually

Is any part of your business outsourced to a third-party?

YES NO If YES, please explain \_\_\_\_\_

#### Authorization to ACH (Checking accounts only - Must include voided business check for each account)

|            |                  |           |            |           |           |       |    |     |       |
|------------|------------------|-----------|------------|-----------|-----------|-------|----|-----|-------|
| Bank Name  | Bank of Commerce | Phone     | (405) 354- | City      | Yukon     | State | OK | Zip | 73099 |
| Depository | Routing #        | Account # | Fees       | Routing # | Account # |       |    |     |       |
|            | 103002617        | 14008118  |            | 103002617 | 14008118  |       |    |     |       |

#### Interchange

- Cost Plus (CP)  Interchange at pass-through (IPT)  FANF CP/CNP (Varies\*)

\* FANF CP and FANF CNP are based on prior month's Visa CNP volume, number of locations processing Visa and Tax ID. For further information on the FANF and MSP Network Fee, please go to [www.merchantsnetworkfee.com](http://www.merchantsnetworkfee.com).

| Accept?                             | Card Type  | Rate 1 | Qualification Exceptions (if Applicable) Rate 1 Plus  |
|-------------------------------------|------------|--------|---|
| <input checked="" type="checkbox"/> | Visa       | 1.750% | ChkCrd = \$0.05, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, IntlNonStd = 1.150% + \$0.20, Bus = 1.650% + \$0.00, APF = 0.000%  |
| <input checked="" type="checkbox"/> | MasterCard | 1.750% | ChkCrd = \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, IntlNonStd = 1.450% + \$0.20, Bus = 1.650% + \$0.00, NABU = 0.000% |
| <input checked="" type="checkbox"/> | Discover   | 1.750% | ChkCrd = \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, IntlNonStd = 1.150% + \$0.20, Bus = 1.850% + \$0.00                |
| <input checked="" type="checkbox"/> | Debit      | 0%     | interchange At Pass Through   |

#### Authorization Fees

| Type             | Per Item Fee |
|------------------|--------------|
| Visa/MasterCard  | 0.25         |
| Discover         | 0.25         |
| Pin Debit        | 0.00         |
| EBT              | 0.00         |
| American Express | 0.25         |
| JCB              | 0.00         |
| ARU              | 1.00         |
| Voice Auth       | 1.50         |

#### Other Entitlements

| Card Type        | Status | Account |
|------------------|--------|---------|
| American Express | None   |         |
| Discover         | New    |         |
| JCB              | None   |         |
| Carte Blanche    | None   |         |

| Startup Fees              |     |       | Monthly Fees                  |        | Miscellaneous Fees                                 |        |
|---------------------------|-----|-------|-------------------------------|--------|--|--------|
| Description               | Qty | Price | Fee Description               | Amount | Fee Description                                    | Amount |
| Sage Exchange VT          | 1   | 0 00  | Statement                     | 5 00   | Visa Acquirer Processing Fee                       | 0 02   |
| Standard Shipping/1-3 Day | 2   | 0 00  | Monthly Minimum               | 25 00  | MasterCard Network Access & Brand Usage            | 0 02   |
| WELCOME KIT               | 1   | 0 00  | Gateway Access                | 4 00   | Annual 6050W Tax Filing                            | 9 25   |
| Total                     | 4   | 0 00  | Monthly 6050W Reporting       | 2 10   | Chargeback   | 15 00  |
|                           |     |       | Chargeback Assistance Program | 3 95   | Signature Plan %                                   | 1 55   |
|                           |     |       |                               |        | Complimentary Online Reporting                     | 0 00   |
|                           |     |       |                               |        | Assessments (Visa / MasterCard) %                  | 0 11   |
|                           |     |       |                               |        | Assessments (Large Ticket)(1K and above MC only) % | 0 13   |
|                           |     |       |                               |        | Assessments (Discover) %                           | 0 105  |
|                           |     |       |                               |        | Discover Data Usage Fee                            | 0 02   |

Collection of Startup Fees will be via ACH - Merchant drafted by Sage Payments

| Equipment              |                  |
|------------------------|------------------|
| Terminal/Software Type | Terminal Program |
| Sage Exchange VT       | VAR / STAGE      |

### Certification and Agreement

By signing below, the merchant named (1) certifies to Sage Payment Solutions that he/she is authorized to sign this agreement, (2) certifies that all information and documents submitted in connection with this application are true and complete, (3) authorizes bank or its agent to verify any of the information given including credit references, and to obtain credit reports (including a spouse if in a community property state), (4) has read, agreed to, and acknowledges receipt of the terms and conditions of the merchant processing agreement, attached hereto and incorporated herein by reference. The terms and conditions and this application constitute the entire integrated merchant processing agreement by and between merchant, Sage Payment Solutions and bank, (5) agrees that merchant and each transaction submitted to bank will be bound by the agreement in its entirety, and (6) agrees that merchant will submit transactions to bank only in accordance with the information in this application and will immediately inform Sage Payment Solutions in writing at the address above if any information in this application changes. The agreement will become effective only when signed by bank and Sage Payment Solutions. Merchant further acknowledges that, as used in this paragraph "bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc. (American Express) to verify the information on this Application and to receive and exchange information about me including requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day .

|                                    |   |   |    |   |
|------------------------------------|---|---|----|---|
| Merchant                           | By: <input checked="" type="checkbox"/> | _____                                   | By | _____                                   |
|                                    |   | Merchant Principal or Corporate Officer |    | Merchant Principal or Corporate Officer |
|                                    |   | Print Name                              |    | Print Name                              |
| Accepted by Bank                   | By                                      | _____                                   |    |   |
| Accepted by Sage Payment Solutions | By                                      | _____                                   |    |   |

### Personal Guaranty

In consideration of Bank and Sage Payment Solutions' acceptance of the Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and Sage Payment Solutions under the Agreement, and payment of all sums due hereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and Sage Payment Solutions for all funds due from Merchant pursuant to the terms of the Agreement. This is a guaranty of payment and performance and not of collection, and in no case will Sage Payment Solutions be required to attempt collection from Company or pursue any other remedy or action before collection from Guarantor. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant and all other rights and defenses available to Guarantor under applicable law, including California Civil Code Sections 2787 to 2856, inclusive (or any similar suretyship laws), and further waives any and all rights, defenses or notices arising by reason of any modification or change in the terms of the Agreement whatsoever including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and / or any change in any interest or discount rate or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is an officer or shareholder to the Merchant and party to the Agreement, and unconditionally and specifically authorizes Bank, or its authorized agent, to debit any overdraw fees, costs, chargebacks, fines, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank or Sage Payment Solutions from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Sage Payment Solutions in connection with the enforcement of this Guaranty. Guarantor further acknowledges that, as used in this paragraph, "Bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

|            |               |      |       |               |      |       |
|------------|---------------|------|-------|---------------|------|-------|
| X          | An Individual | Date | _____ | An Individual | Date | _____ |
| Signature  |               |      |       | Signature     |      |       |
| Print Name |               |      |       | Print Name    |      |       |

**\*\* EARLY TERMINATION:** If Company cancels this Agreement during the term or any agreed upon extension term, applicable early termination fees shall be due Sage. See Article V Section 5.01 of the attached terms and conditions for additional details.

Site Inspection Information (To be completed by Sales Rep)

I HAVE PERSONALLY CONDUCTED A SITE INSPECTION FOR THIS MERCHANT, VISUALLY INSPECTED THE MERCHANT'S INVENTORY (IF APPLICABLE) AND REPRESENT THE INFORMATION IN THIS MERCHANT APPLICATION IS ACCURATE AND COMPLETE

Location Type:  Retail Store  Office  Industrial  Residence  Trade  Other (describe)

Merchant:  Owns  Lease Business

SALES REPRESENTATIVE - SIGNATURE

SALES REPRESENTATIVE PRINTED NAME & TITLE

DATED

PLEASE NOTE

The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages

# Sage Payment Solutions

| 1750 OLD MEADOW RD STE 300, MCLEAN, VA 22102-4304 |  
 Sage Payment Solutions is a registered ISOMSP of BMO Harris Bank N.A. ®

## MERCHANT PROCESSING APPLICATION

Referral

Lead Source: Merchant Call in

Sage Payment Solutions is a registered ISOMSP of BMO Harris Bank N.A. ®

|                   |                       |                 |                  |                |                  |
|-------------------|-----------------------|-----------------|------------------|----------------|------------------|
| Settlement Bank   | BMO Harris Bank N.A.  | Auth Network    | VisaNet/TSYS     | Settle Network | Vital            |
| Office            | Sage Call Center      | Office Phone    | 8002610240       | Application ID | 188521           |
| Application Date: | 9/25/2014 12:00:00 AM | Contractor Name | Richard Mitchell | Association    | Net1 Call Center |

### General Information

|                         |                                |                         |                           |                  |                                   |
|-------------------------|--------------------------------|-------------------------|---------------------------|------------------|-----------------------------------|
| Type of Ownership       | Government (Fed,St,Local)      | Business Open           | 1/1/1962                  | Existing MID     |                                   |
| Legal Business Name:    | City of Yukon                  |                         |                           | Business Name    | City of Yukon - Court - CNP       |
| Mailing/Billing Address | 500 W. Main St., PO Box 850500 |                         |                           | Location Address | 500 W Main St., PO Box 850500     |
| City                    | Yukon                          | State                   | OK                        | Zip              | 73085                             |
| Phone:                  | (405) 354-8949                 | Fax:                    | (405) 350-0011            | Phone:           | (405) 354-8949 Fax (405) 350-0011 |
| Contact                 | Gary Cooper                    | Email                   | gcooper@cityofyukonok.gov |                  |                                   |
| D & B                   |                                | Customer Service Number | (405) 354-1895            |                  |                                   |
|                         |                                | Web Site                | www.cityofyukonok.gov     |                  |                                   |

Number of Locations

### Tax Information

|   |               |             |    |                   |                           |
|---|---------------|-------------|----|-------------------|---------------------------|
| Name (as it appears on your Federal Tax Return) | City of Yukon |             |    |                   |                           |
| Federal Tax ID                                  | 736005519     | State Filed | OK | Type of Ownership | Government (Fed,St,Local) |

I CERTIFY THAT I AM A FOREIGN ENTITY / NON-RESIDENT ALIEN

I CERTIFY THAT I AM PROVIDING AUTHORIZATION FOR THE ELECTRONIC ISSUANCE OF IRS FORM 1099

| Owner/Officer 1 | 0%                             | Owner/Officer 2 | 0%             |
|-----------------|--------------------------------|-----------------|----------------|
| Name            | Ken Smith                      | Name            |                |
| Title           | Mayor                          | Title           |                |
| Address         | 500 W. Main St., PO Box 850500 |                 |                |
| City            | Yukon                          | State           | OK             |
| Zip             | 73085                          | Phone           | (405) 354-8949 |
| Email           | gcooper@cityofyukonok.gov      |                 |                |
| SSN             | 999-99-9999                    | DOB             |                |

### Disclosure

| Member Bank (Acquirer) Information |                               |
|------------------------------------|-------------------------------|
| Acquirer Name                      | BMO Harris Bank N.A.          |
| Acquirer Address                   | 150 N Martindale Rd Suite 900 |
| Acquirer City                      | Schaumburg                    |
| Acquirer State, Zip                | IL, 60173                     |
| Acquirer Phone                     | (847) 240-6600                |

| Important Member Bank (Acquirer) Responsibilities |  |
|---|--|
| 1   | A Discover/Visa/MasterCard Member is the only entity approved to extend acceptance of Discover/Visa/MasterCard products directly to a merchant.                                |
| 2   | A Discover/Visa/MasterCard Member must be a principal (signer) to your Merchant Agreement.   |
| 3   | The Discover/Visa/MasterCard Member is responsible for educating Merchant on the pertinent Discover/Visa/MasterCard Operating Regulations with which the Merchant must comply. |
| 4   | The Discover/Visa/MasterCard Member is responsible for and must provide settlement funds to the merchant.  |
| 5   | The Discover/Visa/MasterCard Member is responsible for all funds held in reserve that are derived from settlement.   |

| Merchant Information |                               |
|----------------------|-------------------------------|
| Merchant Name        | City of Yukon - Court - CNP   |
| Merchant Address     | 500 W Main St., PO Box 850500 |
| Merchant City        | Yukon                         |
| Merchant State, Zip  | OK, 73085                     |
| Merchant Phone       | (405) 354-8949                |

| Important Merchant Responsibilities |   |
|-------------------------------------|---|
| 1                                   | Ensure compliance with cardholder data security and storage requirements. |
| 2                                   | Maintain fraud and chargeback thresholds.                                 |
| 3                                   | Review and Understand the terms of the Merchant Agreement.                |
| 4                                   | Comply with Discover/Visa/MasterCard Operating Regulations.               |

THE RESPONSIBILITIES LISTED ABOVE DO NOT SUPERCEDE TERMS OF THE MERCHANT AGREEMENT AND ARE PROVIDED TO ENSURE THE MERCHANT UNDERSTANDS SOME IMPORTANT OBLIGATIONS OF EACH PARTY AND THAT THE DISCOVER/VISA/MASTERCARD MEMBER (ACQUIRER) IS THE ULTIMATE AUTHORITY SHOULD THE MERCHANT HAVE ANY PROBLEMS

X  
 \_\_\_\_\_  
 MERCHANT SIGNATURE

\_\_\_\_\_  
 MERCHANT PRINTED NAME & TITLE

\_\_\_\_\_  
 DATED

Merchant Agreement

Page 1 of 4

PLEASE NOTE

The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages.



| Underwriting Profile  |                          |                             |       |                      |
|-----------------------|--------------------------|-----------------------------|-------|----------------------|
| Type Of Business      | MOTO                     | Seasonal                    | False | Seasonal High Months |
| Business Description: | Municipal Court Services |                             |       |                      |
| Return Policy         | Other                    | Days Until Product Delivery |       | 0                    |
| Monthly Volume        | \$7,000.00               | Method of Sales             |       | % of Products Sold   |
| Average Ticket        | \$70.00                  | Card Present Swiped         | 0%    | Consumer Sales 60%   |
| Highest Ticket        | \$3,000.00               | Card Present keyed          | 0%    | Business Sales 40%   |
| Discount Paid         | Monthly                  | Card Not Present            | 100%  | Government Sales 0%  |

**Billing Questionnaire**

Please explain your billing / delivery policy

- Full payment upfront with \_\_\_\_\_ days until product / service delivery
- Partial payment required up front with \_\_\_\_\_ % and within \_\_\_\_\_ days until final product / service delivery
- Payment received after product / service is provided

If product / service delivery requires recurring billing, please explain available billing options.

- Monthly  Quarterly  Semi-Annually  Annually

Is any part of your business outsourced to a third-party?

YES NO If YES, please explain \_\_\_\_\_

**Authorization to ACH (Checking accounts only. Must include voided business check for each account)**

|            |                  |           |           |          |       |           |           |           |          |
|------------|------------------|-----------|-----------|----------|-------|-----------|-----------|-----------|----------|
| Bank Name  | Bank of Commerce | Phone     | City      | Yukon    | State | OK        | Zip       | 73099     |          |
| Depository | Routing #        | 103002617 | Account # | 14008118 | Fees  | Routing # | 103002617 | Account # | 14008118 |

**Interchange**

- Cost Plus (CP)  Interchange at pass-through (IPT)  FANF CP/CNP (Varies\*)

\* FANF CP and FANF CNP are based on prior month's Visa CNP volume, number of locations processing Visa and Tax ID. For further information on the FANF and MSP Network Fee, please go to [www.merchantsnetworkfee.com](http://www.merchantsnetworkfee.com)

| Accept?                             | Card Type  | Rate 1 | Qualification Exceptions (if Applicable) Rate 1 Plus  |
|-------------------------------------|------------|--------|---|
| <input checked="" type="checkbox"/> | Visa       | 2.050% | ChkCrd = \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int/NonStd = 1.150% + \$0.20, Bus = 1.650% + \$0.00, APF = 0.000%  |
| <input checked="" type="checkbox"/> | MasterCard | 2.050% | ChkCrd = \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int/NonStd = 1.450% + \$0.20, Bus = 1.650% + \$0.00, NABU = 0.000% |
| <input checked="" type="checkbox"/> | Discover   | 2.050% | ChkCrd = \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int/NonStd = 1.150% + \$0.20, Bus = 1.650% + \$0.00                |
| <input checked="" type="checkbox"/> | Debit      | 0%     | Interchange At Pass Through   |

**Authorization Fees**

| Type             | Per Item Fee |
|------------------|--------------|
| Visa/MasterCard  | 0.25         |
| Discover         | 0.25         |
| Pin Debit        | 0.00         |
| EBT              | 0.00         |
| American Express | 0.25         |
| JCB              | 0.00         |
| ARU              | 1.00         |
| Voice Auth       | 1.50         |

**Other Entitlements**

| Card Type        | Status | Account |
|------------------|--------|---------|
| JCB              | None   |         |
| American Express | None   |         |
| Discover         | New    |         |
| Carte Blanche    | None   |         |

| Startup Fees              |     |       | Monthly Fees                  |        | Miscellaneous Fees                                 |        |
|---------------------------|-----|-------|-------------------------------|--------|--|--------|
| Description               | Qty | Price | Fee Description               | Amount | Fee Description                                    | Amount |
| Sage Virtual Terminal     | 1   | 0 00  | Statement                     | 5 00   | Visa Acquirer Processing Fee                       | 0 02   |
| Standard Shipping/1-3 Day | 1   | 0 00  | Monthly Minimum               | 25 00  | MasterCard Network Access & Brand Usage            | 0 02   |
| WELCOME KIT               | 2   | 0 00  | Gateway Access                | 4 00   | Chargeback   | 15 00  |
| Total                     | 4   | 0 00  | Chargeback Assistance Program | 0 00   | Signature Plan %                                   | 1 85   |
|                           |     |       |                               |        | Complimentary Online Reporting                     | 0 00   |
|                           |     |       |                               |        | Assessments (Visa / MasterCard) %                  | 0 11   |
|                           |     |       |                               |        | Assessments (Large Ticket)(1K and above MC only) % | 0 13   |
|                           |     |       |                               |        | Assessments (Discover) %                           | 0 105  |
|                           |     |       |                               |        | Discover Data Usage Fee                            | 0 02   |

Collection of Startup Fees will be via ACH - Merchant drafted by Sage Payments

| Equipment              |                  |
|------------------------|------------------|
| Terminal/Software Type | Terminal Program |
| Sage Virtual Terminal  | VAR / STAGE      |

### Certification and Agreement

By signing below, the merchant named (1) certifies to Sage Payment Solutions that he/she is authorized to sign this agreement, (2) certifies that all information and documents submitted in connection with this application are true and complete, (3) authorizes bank or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state), (4) has read, agreed to, and acknowledges receipt of the terms and conditions of the merchant processing agreement, attached hereto and incorporated herein by reference. The terms and conditions and this application constitute the entire integrated merchant processing agreement by and between merchant, Sage Payment Solutions and bank, (5) agrees that merchant and each transaction submitted to bank will be bound by the agreement in its entirety, and (6) agrees that merchant will submit transactions to bank only in accordance with the information in this application and will immediately inform Sage Payment Solutions in writing at the address above if any information in this application changes. The agreement will become effective only when signed by bank and Sage Payment Solutions. Merchant further acknowledges that, as used in this paragraph, "bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc. (American Express) to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day, \_\_\_\_\_

|          |  |   |   |
|----------|--|---|---|
| Merchant | By <input checked="" type="checkbox"/> | _____                                   | By _____                                |
|          |  | Merchant Principal or Corporate Officer | Merchant Principal or Corporate Officer |
|          |  | Print Name                              | Print Name                              |

|                                    |          |
|------------------------------------|----------|
| Accepted by Bank                   | By _____ |
| Accepted by Sage Payment Solutions | By _____ |

### Personal Guaranty

In consideration of Bank and Sage Payment Solutions' acceptance of the Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and Sage Payment Solutions under the Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and Sage Payment Solutions for all funds due from Merchant pursuant to the terms of the Agreement. This is a guaranty of payment and performance and not of collection, and in no case will Sage Payment Solutions be required to attempt collection from Company or pursue any other remedy or action before collection from Guarantor. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant and all other rights and defenses available to Guarantor under applicable law, including California Civil Code Sections 2787 to 2856, inclusive (or any similar suretyship laws), and further waives any and all rights, defenses or notices arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and / or any change in any interest or discount rate or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is an officer or shareholder to the Merchant and party to the Agreement, and unconditionally and specifically authorizes Bank, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank or Sage Payment Solutions from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Sage Payment Solutions in connection with the enforcement of this Guaranty. Guarantor further acknowledges that, as used in this paragraph, "Bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

|            |               |            |            |               |            |
|------------|---------------|------------|------------|---------------|------------|
| X _____    | An Individual | Date _____ | _____      | An Individual | Date _____ |
| Signature  |               |            | Signature  |               |            |
| Print Name |               |            | Print Name |               |            |

\*\* EARLY TERMINATION: If Company cancels this Agreement during the term or any agreed upon extension term, applicable early termination fees shall be due Sage. See Article V Section 5.01 of the attached terms and conditions for additional details.

**Site Inspection Information (To be completed by Sales Rep)**

I HAVE PERSONALLY CONDUCTED A SITE INSPECTION FOR THIS MERCHANT, VISUALLY INSPECTED THE MERCHANT'S INVENTORY (IF APPLICABLE) AND REPRESENT THE INFORMATION IN THIS MERCHANT APPLICATION IS ACCURATE AND COMPLETE

|               |                                       |   |                                     |                                    |                                |   |
|---------------|---------------------------------------|---|-------------------------------------|------------------------------------|--------------------------------|---|
| Location Type | <input type="checkbox"/> Retail Store | <input type="checkbox"/> Office         | <input type="checkbox"/> Industrial | <input type="checkbox"/> Residence | <input type="checkbox"/> Trade | <input type="checkbox"/> Other (describe) |
| Merchant      | <input type="checkbox"/> Owns         | <input type="checkbox"/> Lease Business |                                     |                                    |                                |   |

\_\_\_\_\_  
SALES REPRESENTATIVE - SIGNATURE

\_\_\_\_\_  
SALES REPRESENTATIVE PRINTED NAME & TITLE

\_\_\_\_\_  
DATED

**PLEASE NOTE**

The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages.



**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 15<sup>th</sup> 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 11<sup>th</sup> 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.



DEVELOPMENT  
SERVICES

## 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 5<sup>th</sup> 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 Smaistrila, 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

Nayes: 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 11<sup>TH</sup> 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 11<sup>th</sup> Street, Yukon, OK**

**Site Name: Yukon**



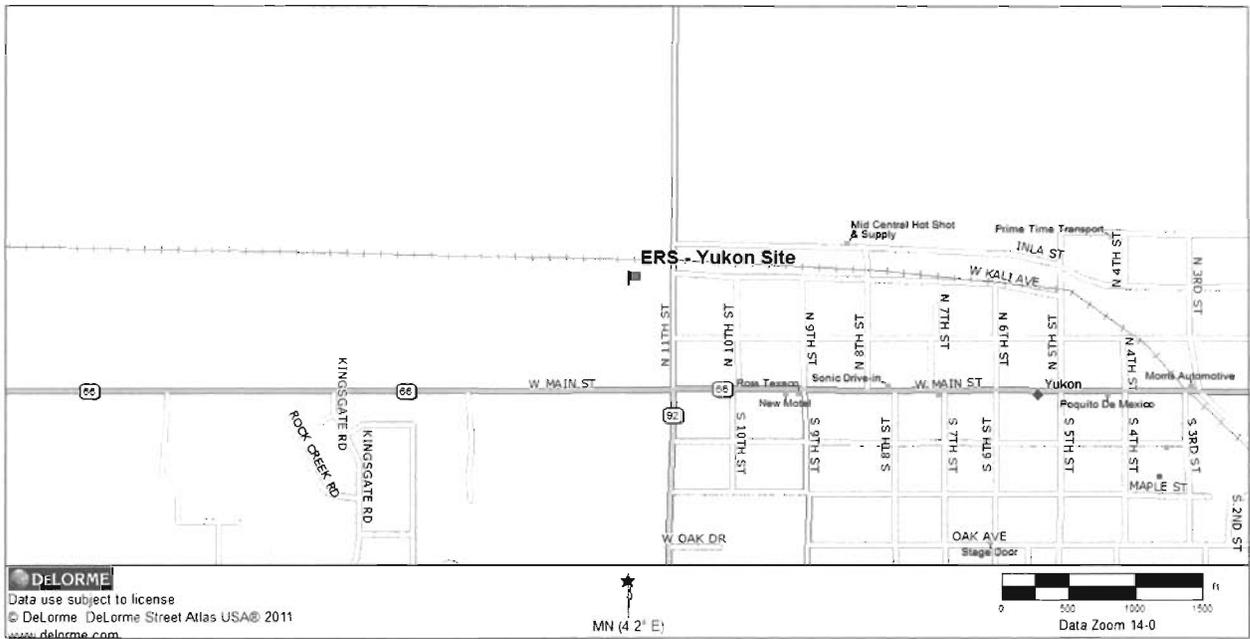
**Conditional Use**



**Verizon Wireless**

## **Table of Contents**

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 11<sup>th</sup> 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 11<sup>th</sup> 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](http://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](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](http://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 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](http://www.epa.gov)

Understanding radiation: [www.epa.gov/radiation/understanding-radiation-overview.html](http://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](http://www.fcc.gov/oet/rfsafety)

### **Food and Drug Administration**

Home page: [www.fda.gov](http://www.fda.gov)

Radiation-emitting products: Cell phones: [www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm](http://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](http://www.cancer.gov)

Cellular telephone use and cancer risk: [www.cancer.gov/cancertopics/factsheet/Risk/cellphones](http://www.cancer.gov/cancertopics/factsheet/Risk/cellphones)

### **National Institute of Environmental Health Sciences**

Home page: [www.niehs.nih.gov](http://www.niehs.nih.gov)

Electric and magnetic fields: [www.niehs.nih.gov/health/topics/agents/emf/index.cfm](http://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](http://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](http://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](http://www.fcc.gov/oet/rfsafety/rf-faqs.html) on February 22, 2010.

IEEE-C95.1, 1991, Institute of Electrical and Electronics Engineers, Inc. Safety levels with respect to human exposure to radio frequency electromagnetic fields, 3 kHz to 300 Ghz. Piscataway, NJ: IEEE.

IEEE: Institute of Electrical and Electronics Engineers, Inc. Human exposure to RF emissions from cellular radio base station antennas; Washington, DC: 1992.

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.

IRPA, 1988, International Radiation Protection Association. Guidelines on limits of exposure to radio frequency electromagnetic fields. IEEE United States Activities, COMAR, Washington, DC.

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.

Rothman KJ, Chung-Kwang C, Morgan R, et al. Assessment of cellular telephone and other radio frequency exposure for epidemiologic research. *Epidemiology*. 1996;7:291-298.

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](http://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--

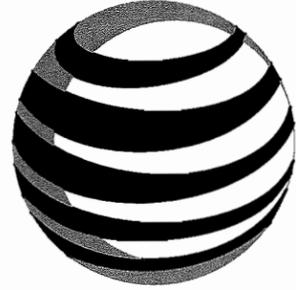
'(i) the term 'personal wireless services' means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services;

'(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.



**at&t**  
Your World. Delivered.

SITE NAME:  
**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

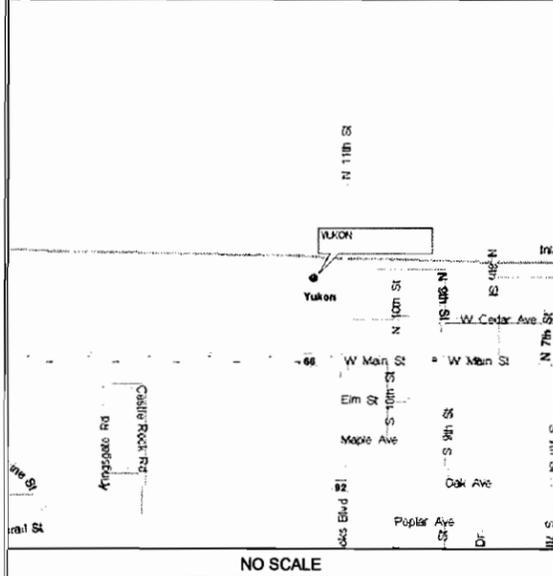
**ERS TELECOM PROPERTIES**  
9144 N. 900 W.  
PO BOX 110  
LIGONIER, IN 46767  
(800) 377-2929

**YUKON**  
YUKON, OK 73099  
PROPOSED  
MONOPOLE

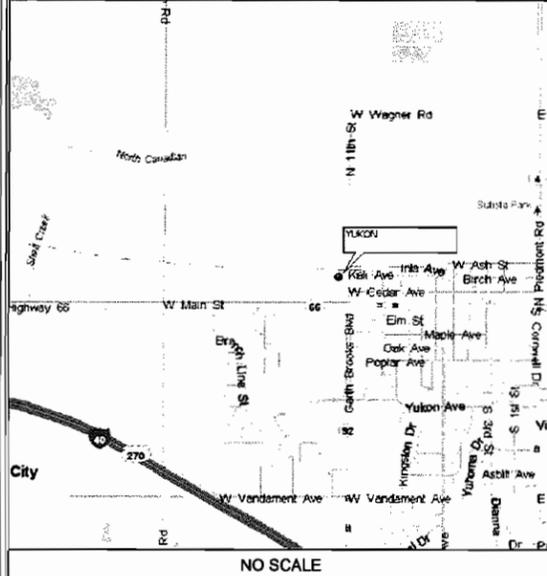
**PROJECT SUMMARY**

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

**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

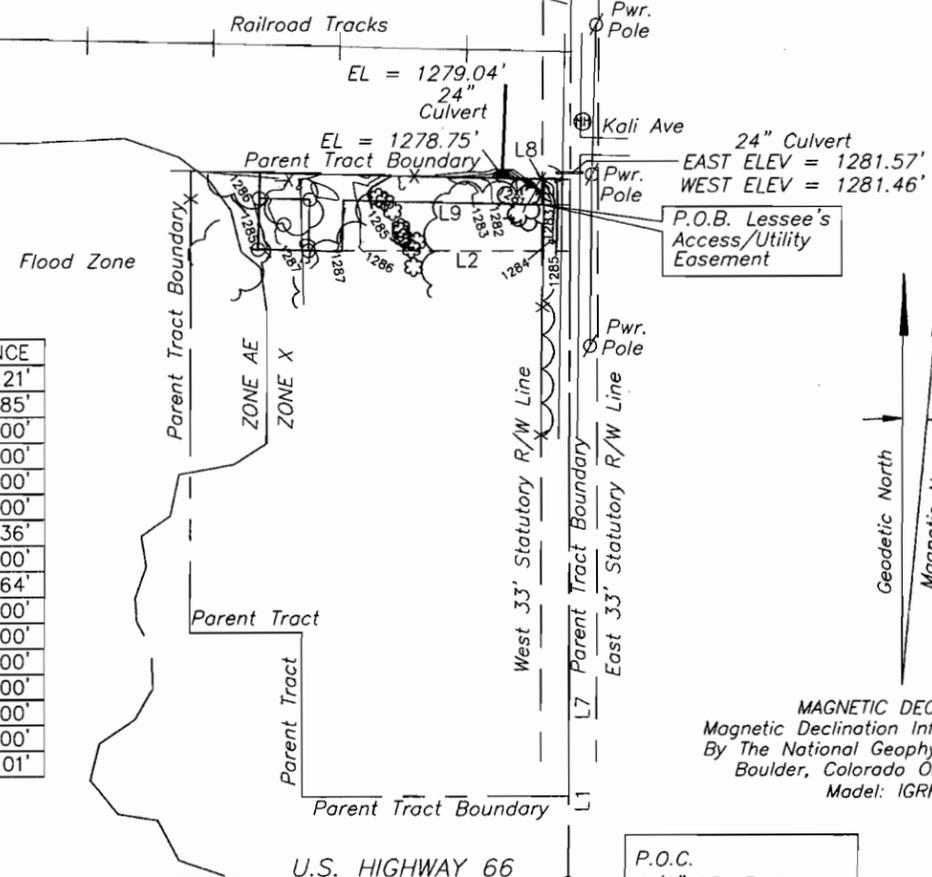
**LESSEE'S LEASE AREA**  
3,600.00 SQ. FT.  
0.083 ACRES

**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

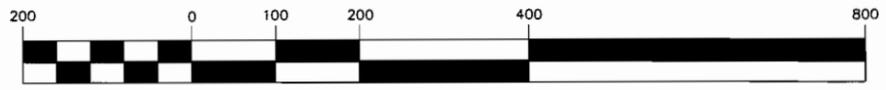
| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 00°03'00" E | 743.21'  |
| L2   | N 89°57'00" W | 309.85'  |
| L3   | N 88°44'15" W | 60.00'   |
| L4   | N 01°15'45" E | 60.00'   |
| L5   | S 88°44'15" E | 60.00'   |
| L6   | S 01°15'45" W | 60.00'   |
| L7   | N 00°03'00" 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

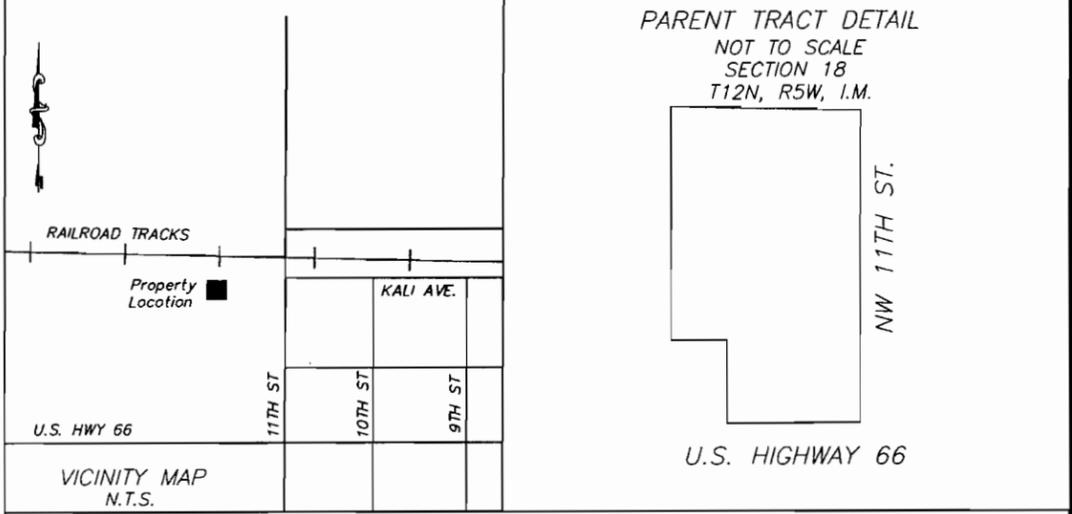
| LOCATION/DESCRIPTION | LATITUDE      | LONGITUDE     | ELEVATION |
|----------------------|---------------|---------------|-----------|
| TOWER NAD83/NAVD88   | 35°30'36.148" | 97°45'40.954" | 1287.53'  |
| TOWER NAD27/NGVD29   | 35°30'35.951" | 97°45'39.795" | 1287.01'  |

**GRAPHIC SCALE**



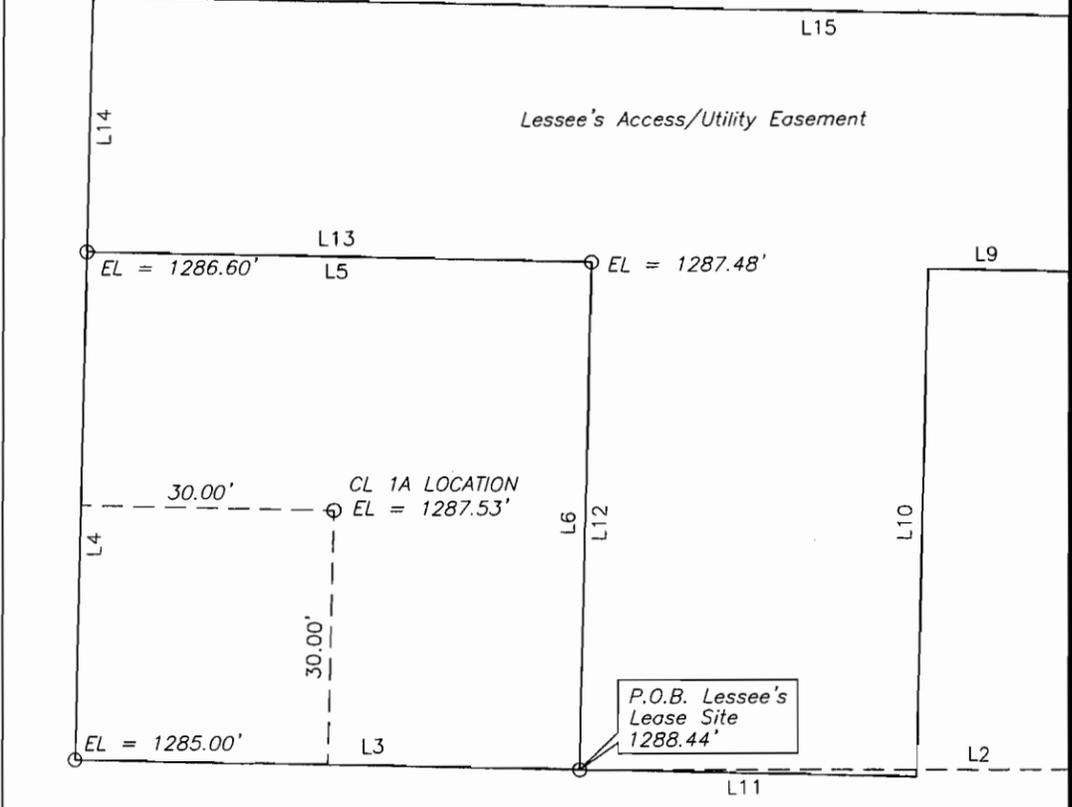
( IN FEET )  
1 inch = 200 ft.

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: Horz: NAD83 Oklahoma North Zone  
Vert: Geoid 96

| NO.              | REVISION | DATE | BY | DATE SURVEYED:   | DATE DRAFTED:       |
|------------------|----------|------|----|------------------|---------------------|
|                  |          |      |    | 07/28/14         | 07/30/14            |
|                  |          |      |    | FIELD WORK: S.G. | OFFICE WORK: S.B.B. |
|                  |          |      |    | CHK'D BY: V.C.V. | JOB NO.: 3012.0526  |
| SCALE: 1" = 200' |          |      |    |                  |                     |

| LEGEND |                            |
|--------|----------------------------|
| ⊙      | LIGHT POLE (U/G ELEC)      |
| ⊙      | POWER POLE                 |
| —      | OVERHEAD ELECTRIC          |
| —      | U/G ELECTRIC               |
| —      | WATER LINE                 |
| —      | WATER METER                |
| —      | WATER VALVE                |
| —      | FIRE HYDRANT               |
| —      | GAS LINE                   |
| —      | GAS METER                  |
| —      | TELEPHONE LINE             |
| —      | TELEPHONE RISER            |
| —      | SANITARY SEWER MANHOLE     |
| —      | FENCE LINE                 |
| —      | STORM SEWER MANHOLE        |
| —      | STORM SEWER LINE           |
| —      | 1/2" IRON ROD WITH CAP SET |
| —      | 3/8" IRON ROD FOUND        |

PREPARED BY:  
**H&S SURVEYING, INC.**  
Surveying and  
Telecommunication Company  
SERVING THE CENTRAL U.S.  
201 N. BICKFORD, EL RENO, OK. 73038  
PH: (405) 282-0249 - 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 Southwest 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.



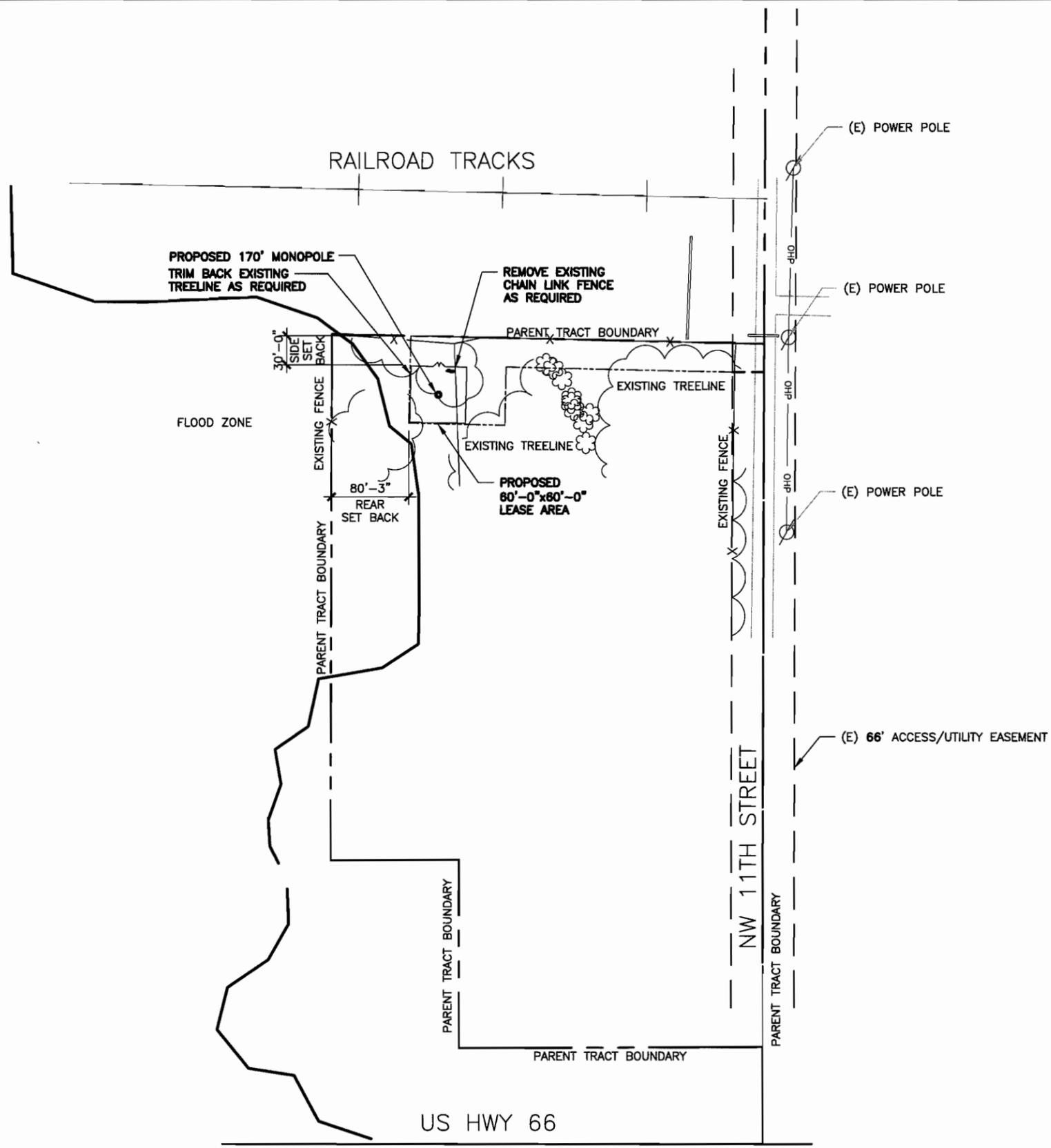
Virgil C. Vaughn, OK. L.S. #405

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:<br>07/28/14 | DATE DRAFTED:<br>07/30/14 | <b>LEGEND</b><br>☆ LIGHT POLE (U/G ELEC)<br>☉ LIGHT POLE (O/H ELEC)<br>⚡ POWER POLE<br>— GUY LINE<br>— O/H — OVERHEAD ELECTRIC<br>— U/G — U/G ELECTRIC<br>— WATER LINE<br>— WATER METER<br>— WATER VALVE<br>— FIRE HYDRANT | — G — GAS LINE<br>— T — TELEPHONE LINE<br>— TELEPHONE RISER<br>— SANITARY SEWER MANHOLE<br>— FENCE LINE<br>— STORM SEWER MANHOLE<br>— STORM SEWER LINE<br>○ 1/2" IRON ROD WITH CAP SET<br>● 3/8" IRON ROD FOUND | <br><b>PREPARED BY:</b><br><b>H&amp;S SURVEYING, INC.</b><br>Surveying and<br>Telecommunication Company<br>SERVING THE CENTRAL U.S.<br>201 N. BICKFORD, EL RENO, OK. 73038<br>PH: (405) 282-0249 - FAX: (405) 282-5107<br>CA 1600 (LS) EXPIRES: 6/30/15<br>EMAIL: HSSURVEYING1@AOL.COM | <b>PREPARED FOR:</b><br><b>ERS TELECOM</b><br>1010 POTTER AVENUE<br>ROCKWALL, TX 75087<br>PHONE (574) 850-8882 | <b>SURVEY OF:</b><br><b>YUKON</b><br>SITE ADDRESS:<br>PART OF THE SE/4 OF SECTION 18, T12N, R5W,<br>CITY OF YUKON, CANADIAN COUNTY, OKLAHOMA | DRAWING NO.<br><b>SV-1</b><br>SHEET 2 OF 2 |
|     |          |      |    | FIELD WORK: S.G.           | OFFICE WORK: S.B.B.       |  |   |  |  |  |  |
|     |          |      |    | CHK'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.btgrp.com

**EFC TELECOM PROPERTIES**  
 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:**

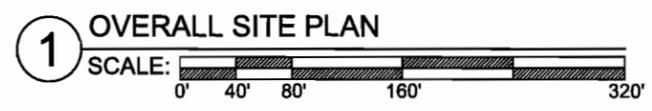
| REV | DATE    | DRWN | DESCRIPTION |
|-----|---------|------|-------------|
| A   | 8/19/14 | NSE  | PRELIMINARY |
|     |         |      |             |
|     |         |      |             |

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

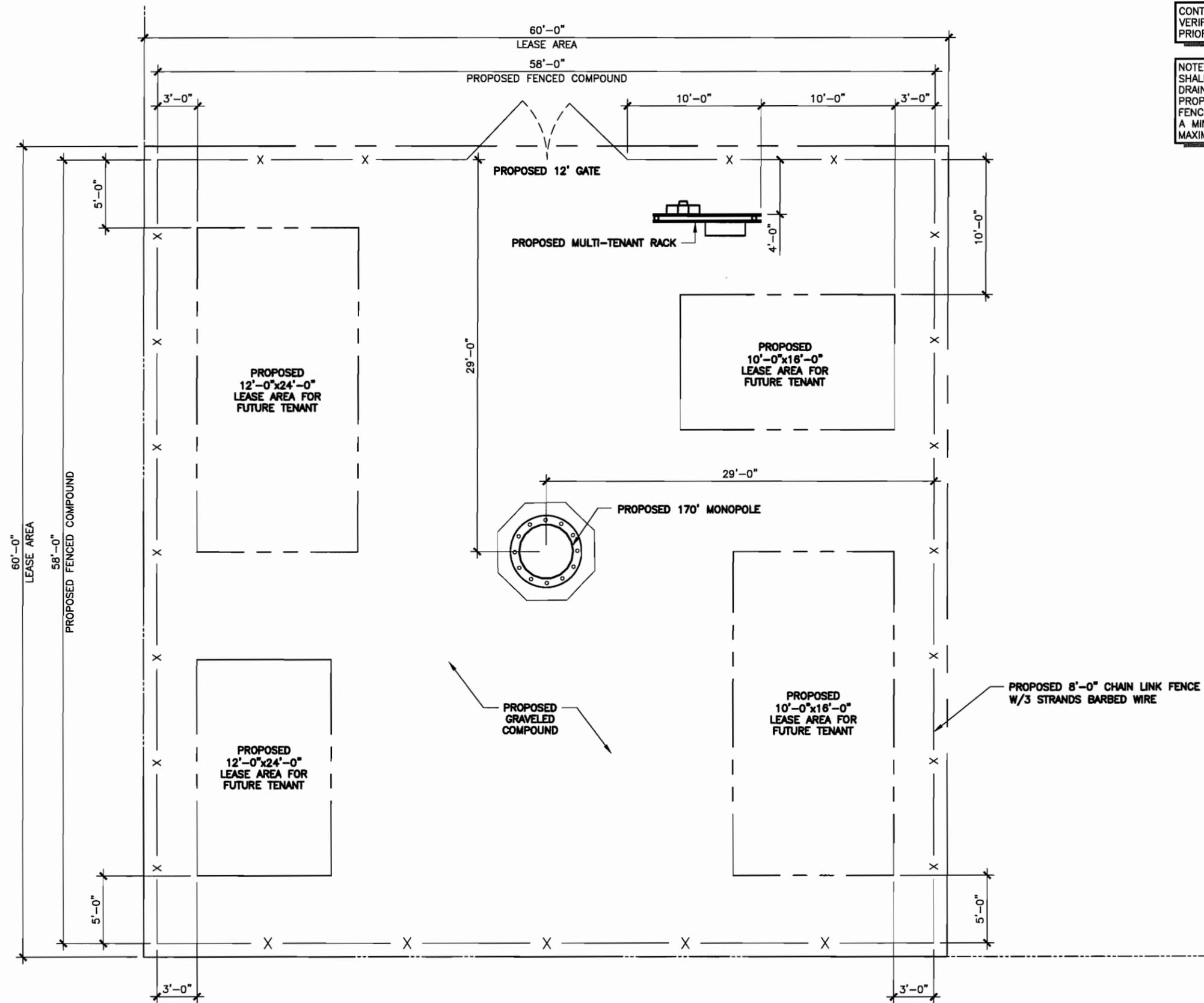
**THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT**

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



93991.001\_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.

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

**FPC**  
 TELECOM PROJECTS  
 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-2** REVISION: **A**

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



◆ TOP OF TOWER W/ LIGHTNING ROD  
ELEV. = 174'

◆ TOP OF TOWER  
ELEV. = 170'

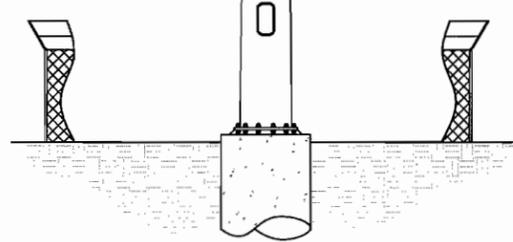
FUTURE CARRIER  
ELEV. = 170'

FUTURE CARRIER  
ELEV. = 160'

FUTURE CARRIER  
ELEV. = 150'

FUTURE CARRIER  
ELEV. = 140'

PROPOSED 170' MONOPOLE



1 TOWER ELEVATION  
SCALE: N.T.S.

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

**EPC**  
 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-3** REVISION: **A**



DATE: September 25, 2014

To: City Manager, Grayson Bottom  
City, Clerk, Doug Shivers  
City Council

FROM: Mitchell Hort, Director

RE: Attached are (3) separate utility easements to serve the off-site utility improvement for Frisco Ridge Phase II.

**MEMORANDUM**

Attached please find (3) separate copies of the utility easements, from Crafton Tull; to serve the off-site utility improvement for 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.

**The City of Yukon**

**PERMANENT EASEMENT**

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

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on the Subject Property.
2. Grantor may construct driveways and parking areas on the Subject Property.
3. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Utility Systems.
4. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair these Utility Systems, or provide services or functions.
5. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property and are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

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

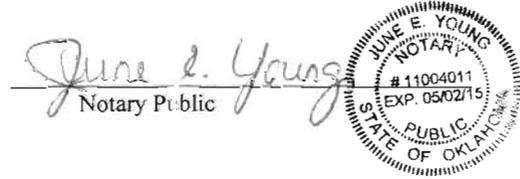
Dated this 16<sup>th</sup> day of September, 2014.

**ODB INVESTORS LLC**

By: *John Roddy Bates*  
**John Roddy Bates, Manager**

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS.

This instrument was acknowledged before me on this 16<sup>th</sup> day of September, 2014 by **John Roddy Bates, Manager, ODB Investors LLC.**



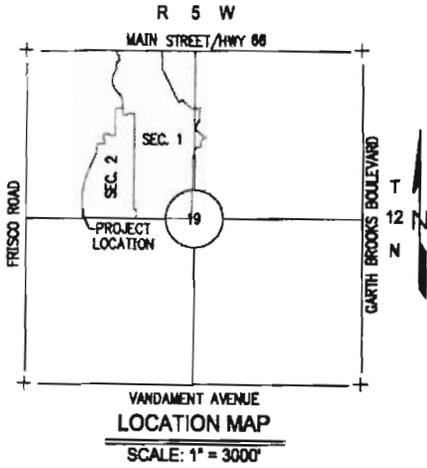
My Commission Expires: May 2, 2015  
My Commission No. 11004011

**ACCEPTED** by The City of Yukon  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

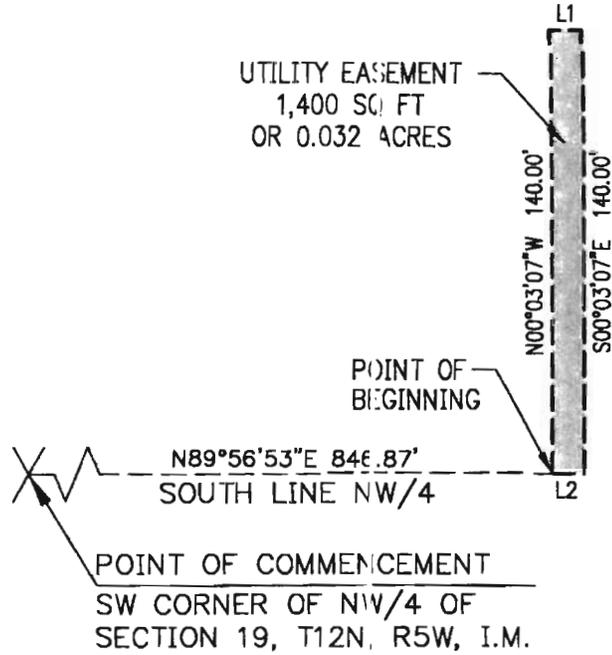
\_\_\_\_\_  
City Clerk

REVIEWED for form and legality  
\_\_\_\_\_  
Municipal Counselor

# ATTACHMENT A



| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE #     | LENGTH | DIRECTION     |
| L1         | 10.00' | N89° 56' 53"E |
| L2         | 10.00' | S89° 56' 53"W |



## LEGAL DESCRIPTION

A tract of land situate 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; being more particularly described as follows:

COMMENCING at the Southwest corner of said NW/4; thence N89°56'53"E along the South line of said NW/4 a distance of 846.87 feet to the POINT OF BEGINNING; thence N00°03'07"W a distance of 140.00 feet; thence N89°56'53"E a distance of 10.00 feet; thence S00°03'07"E a distance of 140.00 feet to a point on the South line of said NW/4; thence S89°56'53"W along said line a distance of 10.00 feet to the POINT OF BEGINNING.

Said tract contains 1,400 Square Feet or 0.032 Acres more or less.



SCALE: 1" = 60'

GRAPHIC SCALE IN FEET



BASIS OF BEARING = NORTH LINE OF THE NW/4 OF SECTION 19, T12N, R5W, I.M. (N89°46'56"E)

*JL Whitey*  
 Jennifer L. Whitey, RPLS 1517  
 7/16/14  
 Date



| OFFSITE SEWER EASEMENT   |  |
|--|--|
| 214 E Main<br>Oklahoma City, Oklahoma 73104<br><b>Crafton Tull</b><br>architecture   engineering   surveying<br>405 787 6270   405 787 6276  <br>www.craftontull.com | SHEET NO.: 1 OF 1<br>DATE: 07/15/14<br>PROJECT NO.: 14604400 |

The City of Yukon

PERMANENT EASEMENT

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

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

- 1. Grantor agrees that no building or other similar structure shall be erected on the Subject Property.
2. Grantor may construct driveways and parking areas on the Subject Property.
3. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Utility Systems.
4. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair these Utility Systems, or provide services or functions.
5. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property and are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

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

Dated this 16th day of September, 2014.

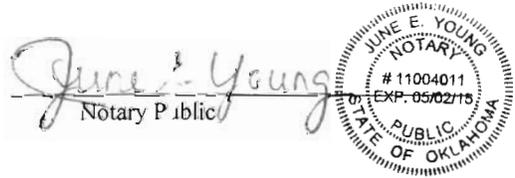
ODB INVESTORS LLC

By: [Signature] John Roddy Bates, Manager

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS.

This instrument was acknowledged before me on this 16th day of September, 2014 by John Roddy Bates, Manager, ODB Investors LLC.

My Commission Expires: May 2, 2015
My Commission No. 11004011



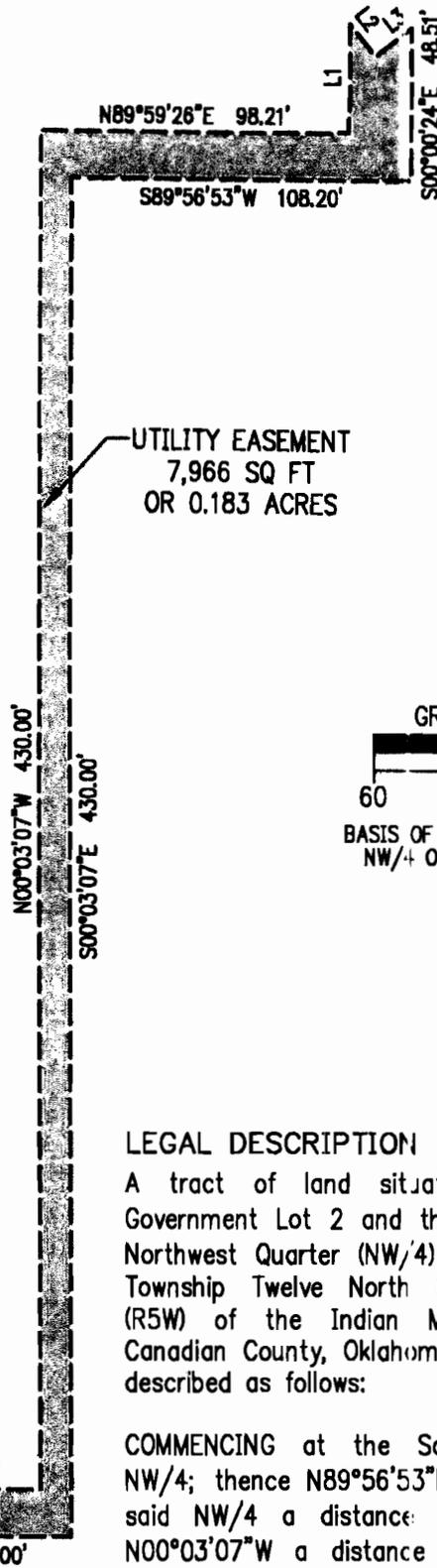
ACCEPTED by The City of Yukon this \_\_\_ day of \_\_\_, 20\_\_.

REVIEWED for form and legality
Municipal Counselor

City Clerk

# ATTACHMENT A

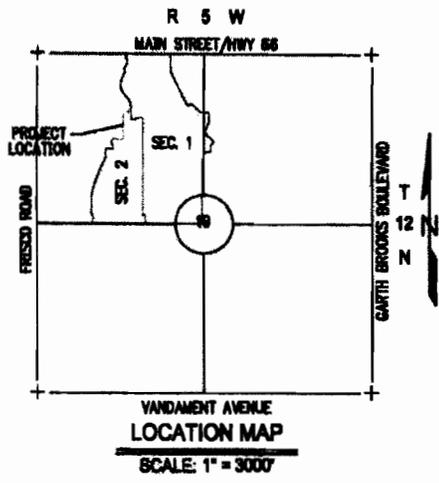
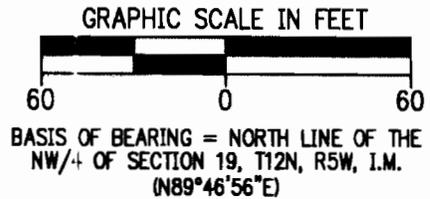
| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE #     | LENGTH | DIRECTION     |
| L1         | 34.98' | N00° 00' 24"W |
| L2         | 13.48' | S38° 16' 38"E |
| L3         | 14.84' | N51° 43' 22"E |
| L4         | 21.21' | N45° 02' 28"W |



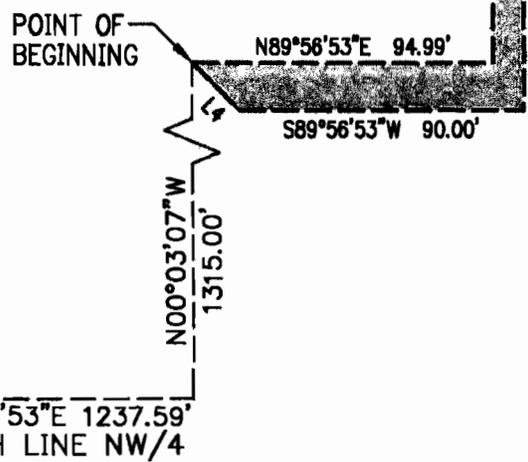
UTILITY EASEMENT  
7,966 SQ FT  
OR 0.183 ACRES



SCALE: 1" = 60'



POINT OF COMMENCEMENT  
SW CORNER OF NW/4 OF  
SECTION 19, T12N, R5W, I.M.



## LEGAL DESCRIPTION

A tract of land situate 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; being more particularly described as follows:

COMMENCING at the Southwest corner of said NW/4; thence N89°56'53"E along the South line of said NW/4 a distance of 1237.59 feet; thence N00°03'07"W a distance of 1315.00 feet to the POINT OF BEGINNING; thence N89°56'53"E a distance of 94.99 feet; thence N00°03'07"W a distance of 430.00 feet; thence N89°59'26"E a distance of 98.21 feet; thence N00°00'24"W a distance of 34.98 feet; thence S38°16'38"E a distance of 13.48 feet; thence N51°43'22"E a distance of 14.84 feet; thence S00°00'24"E a distance of 48.51 feet; thence S89°56'53"W a distance of 108.20 feet; thence S00°03'07"E a distance of 430.00 feet; thence

**The City of Yukon**

**PERMANENT EASEMENT**

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

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on the Subject Property.
2. Grantor may construct driveways and parking areas on the Subject Property.
3. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Utility Systems.
4. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair these Utility Systems, or provide services or functions.
5. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any on or adjacent to the Subject Property and are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

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

Dated this 16<sup>th</sup> day of September, 20 14.

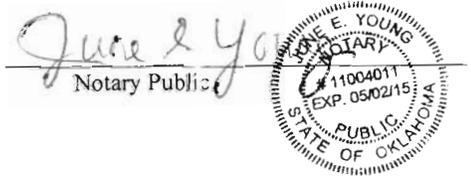
**ODB INVESTORS LLC**

By: [Signature]  
**John Roddy Bates, Manager**

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS.

This instrument was acknowledged before me on this 16<sup>th</sup> day of September, 20 14 by **John Roddy Bates, Manager, ODB Investors LLC.**

My Commission Expires: May 2, 2015  
My Commission No. 11004011

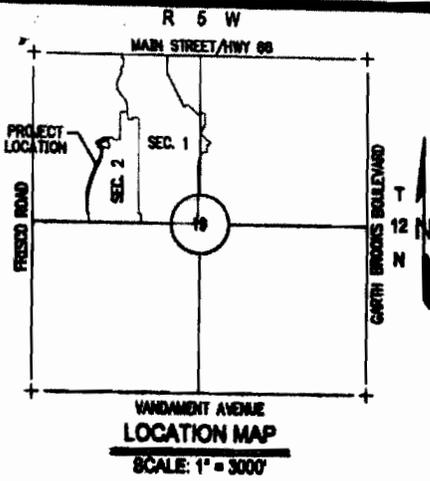


**ACCEPTED** by The City of Yukon  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

REVIEWED for form and legality  
\_\_\_\_\_  
Municipal Counselor

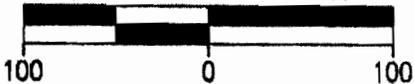
\_\_\_\_\_  
City Clerk

# ATTACHMENT A



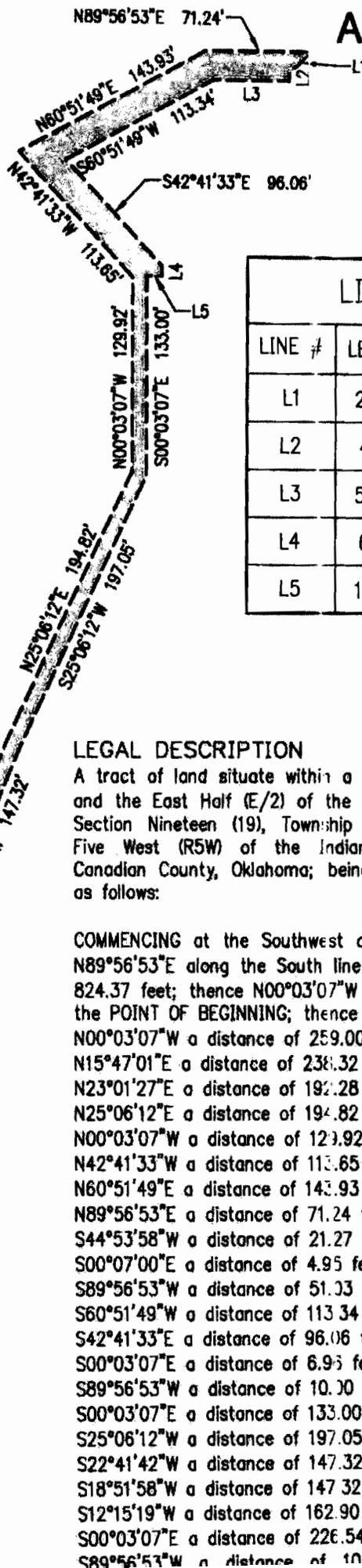
SCALE: 1" = 100'

GRAPHIC SCALE IN FEET



BASIS OF BEARING = NORTH LINE OF THE  
NW/4 OF SECTION 19, T12N, R5W, I.M.  
(N89°46'56"E)

UTILITY EASEMENT  
16,801 SQ FT  
OR 0.386 ACRES



| LINE TABLE |        |                |
|------------|--------|----------------|
| LINE #     | LENGTH | DIRECTION      |
| L1         | 21.27' | S44° 53' 58" W |
| L2         | 4.95'  | S00° 07' 00" E |
| L3         | 51.03' | S89° 56' 53" W |
| L4         | 6.96'  | S00° 03' 07" E |
| L5         | 10.00' | S89° 56' 53" W |

## LEGAL DESCRIPTION

A tract of land situate 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; being more particularly described as follows:

COMMENCING at the Southwest corner of said NW/4; thence N89°56'53"E along the South line of said NW/4 a distance of 824.37 feet; thence N00°03'07"W a distance of 190.00 feet to the POINT OF BEGINNING; thence N00°03'07"W a distance of 259.00 feet; thence N15°47'01"E a distance of 238.32 feet; thence N23°01'27"E a distance of 192.28 feet; thence N25°06'12"E a distance of 194.82 feet; thence N00°03'07"W a distance of 129.92 feet; thence N42°41'33"W a distance of 113.65 feet; thence N60°51'49"E a distance of 143.93 feet; thence N89°56'53"E a distance of 71.24 feet; thence S44°53'58"W a distance of 21.27 feet; thence S00°07'00"E a distance of 4.95 feet; thence S89°56'53"W a distance of 51.03 feet; thence S60°51'49"W a distance of 113.34 feet; thence S42°41'33"E a distance of 96.06 feet; thence S00°03'07"E a distance of 6.96 feet; thence S89°56'53"W a distance of 10.00 feet; thence S00°03'07"E a distance of 133.00 feet; thence S25°06'12"W a distance of 197.05 feet; thence S22°41'42"W a distance of 147.32 feet; thence S18°51'58"W a distance of 147.32 feet; thence S12°15'19"W a distance of 162.90 feet; thence S00°03'07"E a distance of 226.54 feet; thence S89°56'53"W a distance of 10.00 feet to the POINT OF